



Agenda  
Board of Adjustment Meeting  
Thursday, August 15, 2024  
Richland City Hall ~ Council Chambers  
625 Swift Boulevard

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**Board Members:** Chair Raffa, Vice-Chair Van Hoff, and Members Bricker, Gray and Nuzum

**Staff Liaison:** Planning Manager Stevens

**Regular Meeting - 6:00 p.m.**

**Welcome and Roll Call**

**Approval of Agenda:** (Approved by Motion)

**Approval of Minutes:** (Approved by Motion)

- I. July 18, 2024, Board of Adjustment Meeting Minutes

**Public Hearing Explanation:**

**Unfinished Business - Public Hearing:**

**New Business - Public Hearing:**

2. PLN-T2-2024-00004, 507 George Washington Way Major Variance From Rear Yard Setback  
- Kyle Hendricks, Planner

**Communications:**

**Adjournment**

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



## BOARD OF ADJUSTMENT AGENDA ITEM COVERSHEET

Meeting Date: 8/15/2024

Agenda Category: Approval of Minutes

Prepared By: Carly Kirkpatrick, Administrative Assistant II

Subject:  
July 18, 2024, Board of Adjustment Meeting Minutes

Department:  
Development Services

Recommended Motion:  
Move to approve the July 18, 2024, Board of Adjustment meeting minutes.

Summary:

Attachments:

1. 2024.07.18 Board of Adjustment Meeting Minutes - DRAFT

Fiscal Impact Summary: None.



**MINUTES  
BOARD OF ADJUSTMENT MEETING  
THURSDAY, JULY 18, 2024  
City Hall – 625 Swift Boulevard – Council Chamber  
6:00 p.m.**

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**Call to Order:**

Chair Van Hoff called the meeting to order at 6 p.m.

**Attendance:**

Present: Chair Van Hoff, Board members Bricker, Raffa and Nuzum. Also attending was Development Services Director Jensen, Planning Manager Stevens, Planner Hendricks, and Administrative Assistant II Kirkpatrick.

**Approval of Agenda:**

Chair Van Hoff asked for a motion to approve the agenda.

**BOARD MEMBER RAFFA MOVED AND MEMBER NUZUM SECONDED THE MOTION TO APPROVE THE AGENDA. MOTION PASSED 4-0.**

**Approval of Minutes:**

Chair Van Hoff presented the meeting minutes of the May 18th, 2023 meeting.

**BOARD MEMBER NUZUM MOVED AND BOARD MEMBER BRICKER SECONDED THE MOTION TO APPROVE THE MINUTES OF THE MAY 18, 2023 AS PRESENTED. MOTION PASSED 4-0.**

**Public Hearing:**

Chair Van Hoff asked Ms. Kirkpatrick to read the Public Hearing Explanation.

**New Business**

**PLN-T2-2024-00002 – 1837 Norwood Court Major Variance from Rear Yard Setback**

- Planner Kyle Hendricks

Planner Hendricks affirmed that proper notice was given and had received no comments. He then went over the staff report and why staff supports approval of variance.

At the conclusion of the staff report, Chair Van Hoff opened the public Hearing at 6:04 p.m.

The applicants were present but did not speak. No other public testimony was given. Mr. Raffa had no questions, but thanked staff for detailed overview.

Chair Van Hoff closed public hearing at 6:10 p.m. and thanked staff for their thorough staff report and presentation.

**MEMBER BRICKER MOVED AND MEMBER NUZUM SECONDED THE MOTION THAT THE BOARD OF ADJUSTMENT APPROVE THE VARIANCE REQUEST. MOTION PASSED UNANIMOUSLY ON A ROLL CALL VOTE.**

### **Election of Officers**

Board Member Raffa spoke that he would like to be chair or vice-chair. Member Bricker nominated Raffa for Chair, and Member Nuzum seconded the motion. Member Raffa was elected to be Chair unanimously.

Mr. Van Hoff expressed his willingness to serve as Vice-Chair and Member Nuzum seconded the motion. He was elected unanimous to be Vice-Chair.

### **COMMUNICATIONS:**

None.

### **ADJOURNMENT:**

Chairman Van Hoff adjourned the meeting at 6:19 p.m.

PREPARED BY:

\_\_\_\_\_  
Carly Kirkpatrick, Administrative Assistant II

REVIEWED BY:

\_\_\_\_\_  
Mike Stevens, Planning Manager

APPROVED BY:

\_\_\_\_\_  
Carl Van Hoff, Chairman





## BOARD OF ADJUSTMENT AGENDA ITEM COVERSHEET

Meeting Date: 8/15/2024

Agenda Category: New Business - Public Hearing

Prepared By: Kyle Hendricks, Planner

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**Subject:**

PLN-T2-2024-00004, 507 George Washington Way Major Variance From Rear Yard Setback

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**Department:**

Development Services

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**Recommended Motion:**

Planning Staff has reviewed the application and recommends a motion to approve the variance application as conditioned.

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**Summary:**

The applicant, Andres Herrera (Affordable Handyman Services), on behalf of the property owner, Adrian Garcia, has applied for a major variance from the residential setbacks contained in RMC 23.18.040 to allow the conversion of an existing garage into a residential use, primarily a home office to host the property owner's business. The existing structure is setback approximately three feet from the adjacent rear and side property lines near the southwest corner of the property, rather than 6 feet from the side and 25 feet from the rear property lines as required for residential construction.

The garage in question was constructed in 2001, benefiting from the detached accessory structure setbacks of the time, which were less than the residential structure setback requirements. A major variance application was required to determine if the proposed conversion would be permitted.

This variance only applies to the zoning code, the conversion of the existing garage is still subject to all necessary building codes. This request does not permit any work being done, the applicant must still apply for the necessary permits.

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**Attachments:**

1. 507 George Washington Major Variance Full Staff Report PLN-T2-2020-00004

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**Fiscal Impact Summary:** Approval will allow the accessory structure to be used as home office suitable for the needs of the property owner's business, and may contribute to tax base of the city.



Richland

## **STAFF REPORT**

TO: BOARD OF ADJUSTMENT  
FILE NO.: PLN-T2-2024-00004

PREPARED BY: KYLE HENDRICKS  
DEVELOPMENT SERVICES

MEETING DATE: AUGUST 15, 2024

### **GENERAL INFORMATION**

APPLICANT: ANDRES HERRERA, AFFORDABLE HANDYMAN SERVICES, APPLICANT, ON BEHALF OF ADRIAN GARCIA, OWNER.

REQUEST: VARIANCE TO RMC 23.18.040 ALLOWING THE CONVERSION OF AN EXISTING GARAGE INTO AN APPROXIMATELY 728 SQUARE FOOT HOME OFFICE AND CARPORT WITHIN APPROXIMATELY 3 FEET OF THE SIDE AND REAR PROPERTY LINES, RATHER THAN 6' AND 25' AS PER RMC 23.18.040.

LOCATION: 507 GEORGE WASHINGTON WAY, APN 111984020557006

ZONING: R-2 (MEDIUM DENSITY RESIDENTIAL)

LEGAL DESCRIPTION: PLAT OF RICHLAND

ADJACENT USES: NORTH – SINGLE FAMILY DWELLING  
EAST – COFFEE SHOP AND COMMUNITY CENTER  
SOUTH – SINGLE FAMILY DWELLING  
WEST – ATTACHED DUPLEX

### **REASON FOR REQUEST**

The applicant is requesting a variance from RMC 23.18.040 (Site requirements for residential use districts) to authorize the conversion of an existing 728 square foot detached garage and carport into a home office with restroom, kitchenette, smaller carport, and heating unit. A small portion of the existing carport area is proposed to be walled off and converted into the restroom. Richland Municipal Code (RMC 23.18.040) requires that all residential construction be setback at least 25 feet from a rear property line and 6 feet from the side property line in the R-2 zone.

### **RICHLAND MUNICIPAL CODE PROVISIONS**

RMC 23.18.040 (Site requirements for residential use districts) applies a twenty-five-foot (25) minimum rear yard setback to primary structures and six (6) foot minimum setback from the side property line. For convenience, the pertinent setback requirement is highlighted on the following table.

| Standard                                                             | R-1-12                   | R-1-10     | R-2         | R-2S                         | R-3                     |
|----------------------------------------------------------------------|--------------------------|------------|-------------|------------------------------|-------------------------|
| Minimum Lot Area Requirement – One-Family Detached Dwelling          | 10,000 feet <sup>1</sup> | 8,000 feet | 6,000 feet  | 4,000 feet                   | 4,000 feet              |
| Minimum Lot Area Requirement – Two-Family Detached Dwelling          | N/A                      | N/A        | 10,000 feet | 7,000 feet                   | 7,000 feet              |
| Minimum Lot Area Requirement – One-Family Attached Dwellings         | N/A                      | N/A        | N/A         | 3,000 feet                   | 3,000 feet              |
| Maximum Density – Multifamily Dwellings (Units/Square Foot)          | N/A                      | N/A        | N/A         | N/A                          | 1:3,000                 |
| Minimum Lot Width – One-Family Detached Dwelling                     | 90 feet                  | 70 feet    | 50 feet     | 42 feet                      | 42 feet                 |
| Minimum Lot Width – Two-Family Detached Dwelling                     | N/A                      | N/A        | 70 feet     | 64 feet                      | 64 feet                 |
| Minimum Lot Width – One-Family Attached Dwellings                    | N/A                      | N/A        | N/A         | 30 feet                      | 30 feet                 |
| Average Lot Size Requirement <sup>2</sup>                            | 12,000                   | 10,000     | None        | None                         | None                    |
| Minimum Front Yard Setback <sup>3</sup>                              | 20 feet                  | 20 feet    | 20 feet     | 15 feet/18 feet <sup>4</sup> | 20 feet <sup>6,10</sup> |
| Minimum Side Yard Setback                                            | 10 feet                  | 10 feet    | 6 feet      | 6 feet <sup>5</sup>          | 6 <sup>10</sup>         |
| Minimum Alley/Private Access Easement Setback                        | 6 feet                   | 6 feet     | 6 feet      | 6 feet                       | 6 feet                  |
| Minimum Rear Yard Setback                                            | 25 feet                  | 25 feet    | 25 feet     | 20 feet/3 feet <sup>7</sup>  | 25 feet <sup>6,10</sup> |
| Maximum Lot Coverage <sup>8</sup>                                    | 40%                      | 40%        | 40%         | 50%                          | 33%/45% <sup>9,10</sup> |
| Maximum Building Height – Main Building                              | 30 feet                  | 30 feet    | 30 feet     | 30 feet                      | 40 feet <sup>10</sup>   |
| Maximum Building Height – Detached Accessory Buildings <sup>11</sup> | 16 feet                  | 16 feet    | 16 feet     | 16 feet                      | 16 feet                 |

### **SITE DESCRIPTION**

507 George Washington Way is a 10,244 square foot (0.23-acre) lot containing an approximately 2,150 square foot single-family residence and 728 square foot garage (416 sq. ft.) and carport (312 sq. ft.). According to Benton County records, this residence was originally constructed in 1944 and the detached garage and carport were constructed in 2001. Upon a site visit with the applicant, the property is generally flat with two large trees in the rear yard. The subject property is approximately 66 feet wide and 143 feet deep and resembles the shape of a parallelogram.

### **ANALYSIS**

The square footage of the rear yard, as defined by RMC 23.06.980, is measured to be approximately 5,863 square feet, while the available rear yard space when considering the highlighted setbacks in the above table is approximately 3,300 square feet. The existing detached accessory structure (garage and carport) is 728 square feet, which covers approximately 12% of the rear yard space and overall lot coverage is measured at approximately 26.4% (the dwelling and detached structure). The existing structure was built with the garage setbacks of 2001 code. Changing the use from a garage to a home office requires the variance due to the required setbacks previously identified (above).

The applicant is aware of the building code requirements and has been provided the home occupation regulations contained within RMC 23.42.090. In order to operate this accessory structure as a home office they must follow the regulations contained in RMC 23.42.090.

The merits of this application are discussed below in terms of the applicable variance review criteria.

## **PUBLIC NOTICE**

Application Date:

June 18, 2024

Notice of Application & Hearing Mailed:

July 25, 2024

Notice of Application & Hearing Posted:

July 25, 2024

Public Hearing:

August 15, 2024

A combined Notice of Application & Hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site, publication in the *Tri-City Herald* and posting on the City's website.

## **COMMENTS**

At the time this report was prepared, the City received no comments of concern from other public agencies or nearby neighbors.

## **STAFF FINDINGS**

The following are Staff's findings relative to the requirement for the granting of a variance as set forth in Richland Municipal Code (RMC) Sections 23.70.110, Applications and 23.70.140, Findings.

**1. Special conditions and circumstances exist which are peculiar to the subject property and not applicable to other properties in the same zoning district.**

The special condition on the property is that the garage is existing and that it was built subject to the detached garage setbacks rather than the single family dwelling setbacks. **The requested variance appears to be in compliance with this criteria.**

**2. Literal interpretation of the ordinance would deny the applicant rights commonly enjoyed by other properties in the district.**

The literal interpretation of the code would require the applicant/home owner to either demolish the existing structure and rebuild it in a conforming location, or to construct an additional structure elsewhere on the property. Considering the landscaping of the property this would likely require the removal of the sizeable and historic trees in the rear yard. **The requested variance appears to be in compliance with this criteria.**

**3. The special conditions and circumstances do not result from actions of the applicant.**

The existing structure was built in 2001 by a different owner, according to Benton County Records therefore the special conditions were not created by the applicants. **The requested variance appears to be in compliance with this criteria.**

**4. The requested variance will not confer a special privilege to the applicant that is denied others in the same use district.**

The requested variance would not confer a special privilege as the city would entertain other similar requests of converting an existing garage into only a home office in accordance with the setback and home occupation regulations. **The requested variance appears to be in compliance with this criteria.**

**5. Justification for granting the variance.**

Granting this variance can be justified as previously stated. City Staff would entertain similar applications to convert existing structures into appropriate uses. Additionally, further development of the lot to build an additional structure of appropriate size may incur onerous costs and impacts to the property by needing to remove the large historic trees, or covering a significant portion of their yard. **The requested variance appears to be in compliance with this criteria.**

**6. The variance is the minimum necessary to make reasonable use of the property.**

The proposed request appears to be the minimum necessary because the accessory structure already exists on the property and is proposed to not encroach any nearer to the side or rear property lines. **The**

**requested variance appears to be in compliance with this criteria.**

**7. The variance would be consistent with the general purpose and intent of the Code and would not be injurious to the surrounding neighborhood or detrimental to the public welfare.**

As previously stated, the accessory structure already exists on the property and as conditioned should have minimal impacts on the surrounding neighborhood. **The requested variance appears to be in compliance with this criteria.**

**SUGGESTED CONCLUSIONS OF LAW**

1. The Board of Adjustment has jurisdiction to hold a public hearing and issue a decision for the proposed Zoning Variance.
2. The proposed Variance is consistent with the goals and policies of the City's Comprehensive Plan.
3. The Board of Adjustment is able to grant the proposed Variance request as the requested Variance is the minimum necessary to make reasonable use of the property and is consistent with the general purpose and intent of the Code.
4. Literal interpretation of the ordinance would deny the applicant of rights commonly enjoyed by other properties in the district as the existing garage impacts the developable space of the lot, and would require the demolition of the existing structure, or building of a new structure limiting the remaining use of the property. The proposal will not increase the footprint of the building as the area of the proposed bathroom is already covered by the existing carport roof.

**SUGGESTED FINDINGS OF FACT:**

1. Andres Herrera of Affordable Handyman Services has applied for a Variance on behalf of Adrian Garcia, property owner, authorizing the conversion of an existing garage into a home office, which was originally built within 3 feet of the property line.
2. The subject property is located at 507 George Washington Way.
3. The subject property is located along a particularly busy portion of George Washington Way, approximately 180 feet northwest from the Bradley Boulevard Intersection.
4. The subject site is bordered by a variety of uses.
5. The subject site is approximately 10,244 square feet in size.
6. The subject site contains a 2,150 square foot single-family dwelling.
7. Richland Municipal Code Section 23.18.040 imposes twenty-five (25) foot minimum rear yard setbacks for residential uses in the R-2 zoning district.
8. Pursuant to RMC 19.20.040 *Joint public hearings*, the City has determined that the Board of Adjustment is the authorized review body for Variance review proceedings.
9. The site is designated as Medium-Density Residential by the City's Comprehensive Plan.
10. The site is not located within the jurisdiction of the City's Shoreline Master Program nor does it contain any critical areas regulated by RMC 22.10.

11. All public notification requirements have been met.
12. No comments of concern from public agencies were received.
13. No public comments were received.
14. Requirements for granting variances are set forth in Richland Municipal Code (RMC) Sections 23.70.110, Applications and 23.70.140, Findings.
15. The requested variance is the minimum necessary to continue reasonable use of the property.
16. Literal interpretation of the ordinance does not deny the applicant rights commonly enjoyed by other properties in the district.
18. There is an approximately 43 square foot area of easement about 30 feet east of the existing accessory structure. This proposal does not appear to conflict with said easement.

#### **CONDITIONS OF APPROVAL**

1. The detached accessory structure shall not be used as a residence for habitation. Habitation shall be defined as overnight sleeping or permanent living arrangements within the structure that would allow any person to independently live in the structure in relation to the primary residence. The structure may be used for home occupation, home office, home gym, or other typical relaxation uses of the property owner that does not signify permanent habitation and on average lasts less than a full day.
2. Any home occupation that wishes to use this accessory structure shall apply for a Washington business license, and shall follow the home occupation regulations described in the Richland Municipal Code.
3. No address shall be assigned to the structure.

#### **RECOMMENDED MOTION:**

I move that the Board of Adjustment concur with the Findings and Conclusions set forth in the staff report and **APPROVE** the variance to RMC 23.18.040 authorizing the conversion of an existing garage and carport into a home office that is a distance less than the minimum side yard setback of 6' and the minimum rear yard setback of 25'.

#### **EXHIBIT LIST:**

- Exhibit 1 - Variance application
- Exhibit 2 - Site plan and vicinity map
- Exhibit 3 - Site photographs
- Exhibit 4 - Public notice & affidavits
- Exhibit 5 - Agency Comments

**City of Richland**

625 Swift Blvd  
Richland WA 99352  
(509) 942-7794

# Plan Snapshot Report

|                                        |                                   |                                 |
|----------------------------------------|-----------------------------------|---------------------------------|
| <b>Plan Type:</b> Type 2               | <b>Plan #:</b> PLN-T2-2024-00004  | <b>App Date:</b> 06/18/2024     |
| <b>Work Class:</b> T2 - Major Variance | <b>District:</b> City of Richland | <b>Exp Date:</b> 10/16/2024     |
| <b>Status:</b> In Review               |                                   | <b>Completed:</b> NOT COMPLETED |

**Description:** Requesting variance to have relief from the required setbacks for a conditioned residential structure to build an office with a bathroom on an already existing detached garage. This is not a new build but a remodel to an existing structure.

**Approval  
Expire Date:**

|                                |      |                                           |      |              |
|--------------------------------|------|-------------------------------------------|------|--------------|
| <b>Parcel:</b> 111984020557006 | Main | <b>Address:</b> 507 George Washington Way | Main | <b>Zone:</b> |
|                                |      | Richland, WA 99352                        |      |              |

Applicant  
Affordable Handyman  
Services LLC  
606 Madrona Ave Madrona  
AVE  
PASCO, WA 99301  
Business: (509) 531-9018  
Mobile: (509) 531-9018

Property Owner  
Adrian Garcia  
Mobile: (509) 654-6616

**Plan Custom Fields**

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                               |                                                                                                                                                                                                                                        |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| What unusual conditions exist on your property. | We are requesting a variance to convert our existing detached garage into an office with a bathroom. The garage, built in 2001, is 3 feet from the property line, while the current ordinance requires a 5-foot setback for structures over 600 square feet. Relocating the garage is impractical due to the limited parcel size, which would significantly reduce the current usable yard space. Granting this variance will allow the homeowner to make functional use of the existing structure without negatively impacting the neighborhood. | Were these conditions caused directly by you. | No- detached garage was build in 2001.                                                                                                                                                                                                 | How does code deprive you rights enjoyed by others | A literal interpretation of the setback provisions would prevent Dr. Garcia from converting his existing detached garage into a home office. The garage, built in 2001, is 3 feet from the property line, while the ordinance requires a 5-foot setback. This restriction would hinder Dr. Garcia from providing essential art therapy and psychological services to children in the community. Granting a variance will allow him to use his property effectively, as other residents do, and continue serving his clients. |
| Does this variance create a special privilege.  | Granting the variance will not confer any special privilege on Dr. Garcia that is otherwise denied to other properties in the same district. Many properties in the neighborhood have existing structures built before the current setback requirements were established. This variance would simply allow Dr. Garcia to make practical use of his                                                                                                                                                                                                |                                               | existing garage, built in 2001, by converting it into a home office, similar to how other residents use their accessory buildings. This ensures fair and consistent application of the regulations without giving any undue advantage. | Other considerations.                              | If this project is not approved, it will impose a significant financial burden on Dr. Garcia, forcing him to continue leasing office space elsewhere and hindering his ability to serve the community. For our business, Affordable Handyman Services, the denial would result in a huge financial loss. The revenue from this project is essential for sustaining                                                                                                                                                           |

our operations. Approving this variance is crucial not only for Dr. Garcia's practice but also for maintaining local jobs and contributing to the economic growth of the city of Richland. This project supports both the homeowner's vital work and our community's economic health.



507 George Washington way



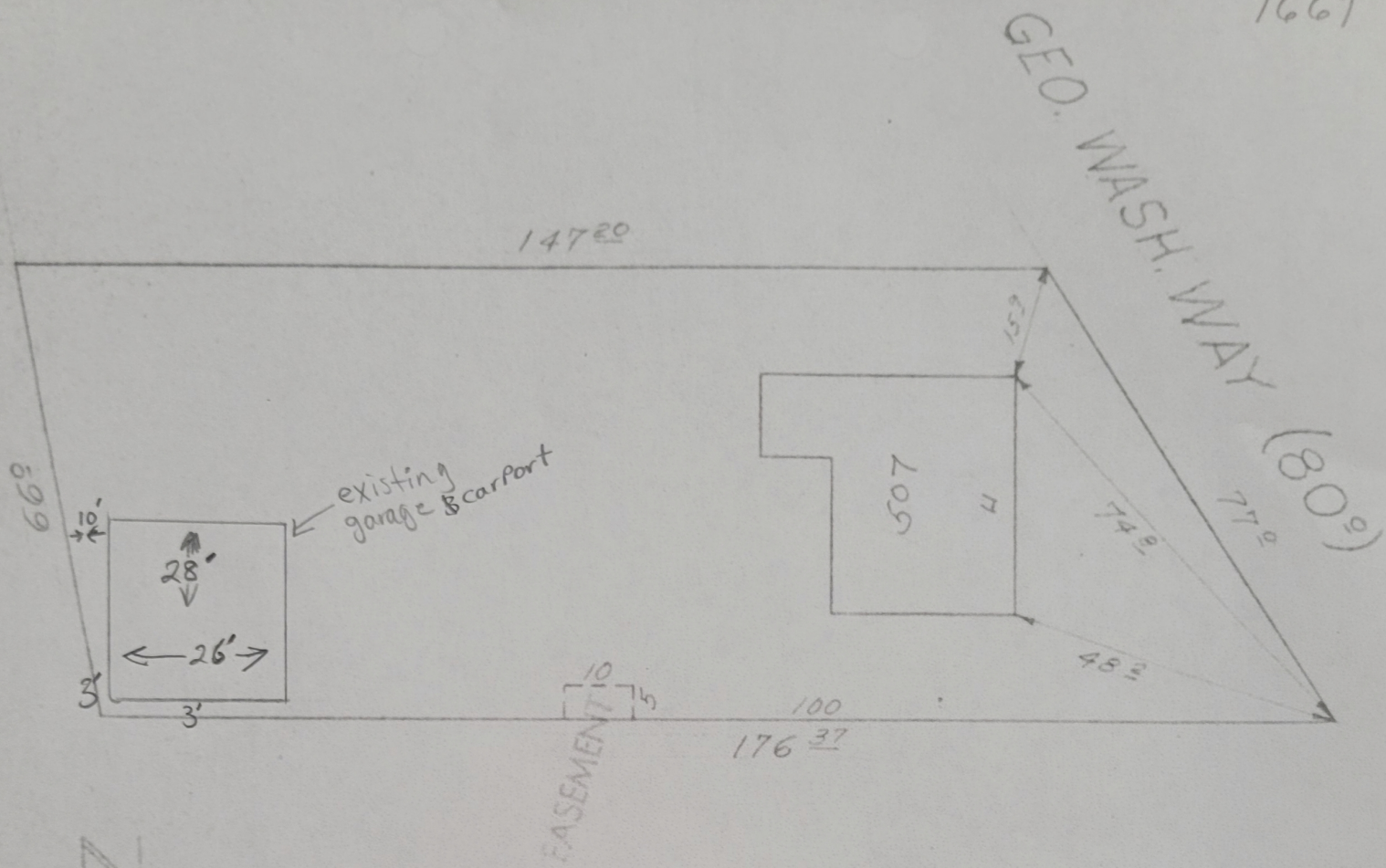
\* 36" w x 60" H

\* 48" w x 36" H

\* New wall

\* Recess lights





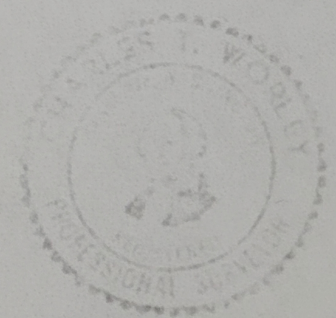
SCALE: 1" = 25'

40 SCALE 4-5 OK  
50 " 34C OK  
33 B OK  
FIELD OK

LOT 6 BLOCK 557  
PLAT OF RICHLAND  
BENTON COUNTY WASH.

I hereby certify I have examined the above described property and find the same to be located there as shown and there are no encroachments.

Date 12/31/22 K. McOrley





## EXHIBIT A

Parcel No.: **1-1198-402-0557-006**

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Lot(s) 6, Block 557, Plat of Richland, according to the plat thereof, recorded in Volume 6 and 7 of Plats, records of Benton County, Washington, EXCEPT the portion of the Westerly 5 feet thereof lying North of the South line of Lot 3.

Property Address: 507 George Washington Way, Richland





City of Richland  
Development Services

625 Swift Blvd. MS-35  
Richland, WA 99352  
☎ 509-942-7794  
📠 509-942-7764

Pre-Application Conference Waiver

| PROPERTY OWNER INFORMATION |                                              | <input type="checkbox"/> Contact Person |
|----------------------------|----------------------------------------------|-----------------------------------------|
| Owner:                     | Adrian + Ryan Garcia                         |                                         |
| Address:                   | 507 George Washington Way Richland, WA 99352 |                                         |
| Phone:                     | 509-654-6616                                 | Email: Crimson8985@yahoo.com            |

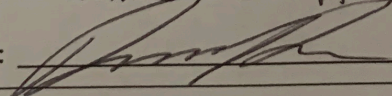
| APPLICANT/CONTRACTOR INFORMATION (if different) |                                  | <input checked="" type="checkbox"/> Contact Person |
|-------------------------------------------------|----------------------------------|----------------------------------------------------|
| Company:                                        | Affordable Handyman Services LLC | UBI#                                               |
| Contact:                                        | Andres M Herrera                 |                                                    |
| Address:                                        | P.O. Box 368 Pasco, WA 99301     |                                                    |
| Phone:                                          | 509-531-9018                     | Email: andy@affordablehandymanservices.net         |

| PROPERTY INFORMATION                                               |
|--------------------------------------------------------------------|
| Parcel #: 111 984 02 05 57 006                                     |
| Legal Description: Detach Garage convert to office with a bathroom |

| TYPE II APPLICATIONS                                                         | TYPE III APPLICATION                                                       |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Flood Plain Variance                                | <input type="checkbox"/> Non-residential Shoreline Substantial Development |
| <input type="checkbox"/> Critical Areas & Resource Lands Variance/Viable Use | <input type="checkbox"/> Residential Shoreline Substantial Development     |
| <input type="checkbox"/> Binding Site Plan                                   | <input type="checkbox"/> Shoreline Variance/Conditional Use                |
| <input type="checkbox"/> Administrative Variance                             | <input type="checkbox"/> Conditional Use                                   |
|                                                                              | <input type="checkbox"/> Subdivision                                       |
|                                                                              | <input type="checkbox"/> Rezone (site specific)                            |
|                                                                              | <input type="checkbox"/> Vacation/Alteration of a Subdivision              |
|                                                                              | <input type="checkbox"/> Variance                                          |
| <input type="checkbox"/> Other:                                              |                                                                            |

I understand the waiver of a pre-application conference increases the maximum time for review for technically complete status and increases the risk the application will be rejected or processing will be delayed.

Applicant Printed Name: Andres Herrera

Applicant Signature:  Date: 6/12/24

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



Commitment Number:

**472427568**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**Ticor Title Company**  
**8101 W Grandridge Blvd., Suite 110**  
**Kennewick, WA 99336**

Countersigned By:

A handwritten signature in black ink, appearing to read 'Dylan Strait'.

Dylan Strait  
Authorized Officer or Agent

**Commonwealth Land Title Insurance Company**

By:

A handwritten signature in black ink, appearing to read 'Michael J. Nolan'.

Michael J. Nolan, President

Attest:

A handwritten signature in black ink, appearing to read 'Marjorie Nemzura'.

Marjorie Nemzura, Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

| ISSUING OFFICE:                                                                                                                                                                                               | FOR SETTLEMENT INQUIRIES, CONTACT:                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Title Officer: Amanda Hillion<br>Ticor Title Company<br>8101 W Grandridge Blvd., Suite 110<br>Kennewick, WA 99336<br>Phone: 509-579-7170<br>Main Phone: (509)579-7020<br>Email: Amanda.Hillion@ticortitle.com | Escrow Officer: Kennewick Branch<br>Ticor Title Company<br>8101 W Grandridge Blvd., Suite 110<br>Kennewick, WA 99336<br>Phone: 509-579-7020 Fax: 844-894-6828<br>Main Phone: (509)579-7020<br>Email: kaley.thompson@ticortitle.com |

**Order Number: 472427568**

## SCHEDULE A

1. Commitment Date: June 14, 2024 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Homeowner's Policy of Title Insurance 2021 w-WA Mod
 

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below

Proposed Amount of Insurance: \$10,000.00

The estate or interest to be insured: Fee Simple

|          |                        |        |
|----------|------------------------|--------|
| Premium: | \$                     | 330.00 |
| Tax:     | \$                     | 28.71  |
| Rate:    | Homeowner's Short Term |        |
| Total:   | \$                     | 358.71 |
3. The estate or interest in the Land at the Commitment Date is:
 

Fee Simple
4. The Title is, at the Commitment Date, vested in:
 

[Adrian Deluna Garcia, an unmarried man](#)
5. The Land is described as follows:
 

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

## END OF SCHEDULE A

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# EXHIBIT "A"

## Legal Description

**For APN/Parcel ID(s): 111984020557006**

---

[Lot\(s\) 6, Block 557, Plat of Richland](#), according to the plat thereof, recorded in Volume 6 and 7 of Plats, records of Benton County, Washington, EXCEPT that portion of the Westerly 5 feet thereof lying North of the South line of Lot 3.

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
  2. Pay the agreed amount for the estate or interest to be insured.
  3. Pay the premiums, fees, and charges for the Policy to the Company.
  4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
  6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
  7. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
  8. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
  9. If documents for this transaction are to be signed using Remote Online Notary, we require the use of company approved RON providers which can be found here:  
<https://nationalagency.fnf.com/digitalclosinghub/RON-Technology-Providers>.
- The Notarial Certificate must state "This notarial act involved the use of communication technology."
- We require a copy of the notarization video for our file documentation prior to closing. Additional underwriting requirements may need to be satisfied.
10. In the event matters are discovered during the closing process which would otherwise be insured by the Covered Risks included in the policy, the Company may limit or delete insurance provided by the affected Covered Risk. In such event, a supplemental will be issued prior to closing. General Exceptions A through K will not appear in the ALTA Homeowner's Policy.

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**SCHEDULE B, PART I - Requirements**  
(continued)

11. Possible matters relating to General Exceptions A, B, C and D herein in connection with any extended coverage policy shown in Schedule A to be issued. Adverse matters, if any, will be shown in a supplemental report to this commitment and will be shown as special exceptions in any policy to be issued unless cleared to the satisfaction of the Company.

12. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Richland.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;  
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;  
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;  
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

13. Property taxes and assessments for the year(s) 2024 are to be paid, pro rata by the buyer and seller at settlement.
14. Any interest of the person shown below, whose possible interest is disclosed by their joinder in executing the document referenced below.

Interest of: Ricardo Ryan Angulo  
Document: Deed of Trust  
Recording Date: April 29, 2024  
Recording No.: [2024-008160](#)

15. In the event that the Land is occupied or intended to be occupied by the owner and a spouse or registered domestic partner as a homestead, the conveyance or encumbrance of the Land must be executed and acknowledged by both spouses or both registered domestic partners, pursuant to RCW 6.13 which now provides for an automatic homestead on such Land.

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**SCHEDULE B, PART I - Requirements**  
(continued)

16. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

The company reserves the right to add additional items or make further requirements after review of the requested documentation.

**END OF REQUIREMENTS****NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: Note: The Company is willing to issue an Extended Coverage Loan Policy. General Exceptions A-G & K, inclusive, are hereby deleted and will not appear on the forthcoming Loan Policy.

ALTA 22-06, ALTA 8.1 and ALTA 9-06 Endorsements will issue with the forthcoming Loan Policy.

Note C: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

507 George Washington Way  
Richland, WA 99352

Note D: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lot(s) 6, Block 557, Plat of Richland  
Tax Account No.: 111984020557006

Note E: Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note F: Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

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### SCHEDULE B, PART I - Requirements (continued)

Note G: Note: Covered Risks 16, 18, 19 and 21 contained in the ALTA Homeowner's Policy of Title Insurance For a One-to-Four Family Residence include certain deductibles and maximum dollar limits to coverage. The Covered Risks, the deductibles and our maximum dollar limit of liability are:

| Your Deductible Amount:                                              | Our Maximum Dollar Limit: |
|----------------------------------------------------------------------|---------------------------|
| Covered Risk 16: 1% of Policy Amount, or \$2,500 (whichever is less) | \$10,000                  |
| Covered Risk 18: 1% of Policy Amount, or \$5,000 (whichever is less) | \$25,000                  |
| Covered Risk 19: 1% of Policy Amount, or \$5,000 (whichever is less) | \$25,000                  |
| Covered Risk 21: 1% of Policy Amount, or \$2,500 (whichever is less) | \$5,000                   |

Note H: Please be advised we submit documents to the county for processing and recording via e-filing using a 3rd party vendor.

Please make checks for excise tax and recording fees payable to the Company.

Effective February 1st 2024 there is an additional \$15.00 fee for electronic recording service(s).

NOTE: Not all recordings qualify for e-filing.

Note I: Recording charges (per document title) for closings on January 1, 2024, and after, for all Washington counties:

Deed of Trust - \$304.50 and \$1 for each additional page.

Most other Docs, except as noted below - \$303.50 and \$1 for each additional page.

Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page

Multiple titled documents are charged per applicable title.

There is an additional \$15.00 fee for electronic recording.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Note J: In the event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the State Insurance Code and the filed schedule of this Company.

Note K: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

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**SCHEDULE B, PART I - Requirements**  
(continued)

- Note L: As part of the Company's commitment to the environment, we encourage the paperless distribution of our products whenever possible. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically.
- Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing [WRCPF.PolicyDesk@TitleGroup.FNTG.com](mailto:WRCPF.PolicyDesk@TitleGroup.FNTG.com). Hard copy versions may be issued upon request.
- Note M: Note: Examination of the Public Records discloses no judgments or other matters pending against the name of the vested owner.

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

**SPECIAL EXCEPTIONS**

1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
 Tax Account No.: [111984020557006](#)  
 Levy Code: R1  
 Assessed Value-Land: \$50,000.00  
 Assessed Value-Improvements: \$269,570.00

**General and Special Taxes:**

Billed: \$3,007.33  
 Paid: \$1,503.70  
 Unpaid: \$1,503.63

2. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$257,050.00  
 Dated: February 25, 2020  
 Trustor/Grantor: Adrian Deluna Garcia, an unmarried man  
 Trustee: First American Title Company  
 Beneficiary: Mortgage Electronic Registration Systems Inc. as nominee for Numerica Credit Union  
 Recording Date: February 28, 2020  
 Recording No.: [2020-007266](#)

3. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$115,000.00  
 Dated: April 24, 2024  
 Trustor/Grantor: Adrian Deluna Garcia, a married man, who acquired title as an unmarried man  
 Trustee: Chicago Title - Benton  
 Beneficiary: Numerica Credit Union  
 Recording Date: April 29, 2024  
 Recording No.: [2024-008160](#)

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

4. Easements and limitations as established in the dedication of "[Plat of Richland](#)" or as delineated on the map thereof.

NOTE: Said property is subject to the jurisdiction of the United States of America and, in lieu of ordinances relating to construction standards, use, occupancy, municipal services and similar subjects, The Atomic Energy Commission has filed for record declarations relating to occupancy and use of land, or any building or structure thereon, and relating to charges for municipal services.

5. Covenants, conditions, restrictions and easement in declaration of restrictions, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Recorded: July 16, 1998  
Record No: 373909

Relinquishment of Easement:  
Recorded: April 12, 2023  
Record No: [2023-006743](#)

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION - INTENTIONALLY DELETED**

**END OF CONDITIONS**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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AMERICAN  
LAND TITLE  
ASSOCIATION



## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

### First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

### Additional Pages:

1" top, side and bottom margins containing no markings or seals.

### All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**

<http://www.fbi.gov>

**Internet Crime Complaint Center:**

<http://www.ic3.gov>

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Connecticut Residents:** For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Colorado Residents:** For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

**For Nevada Residents:** We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).



For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

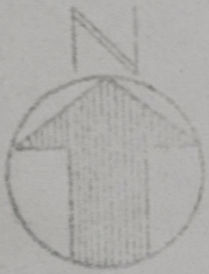
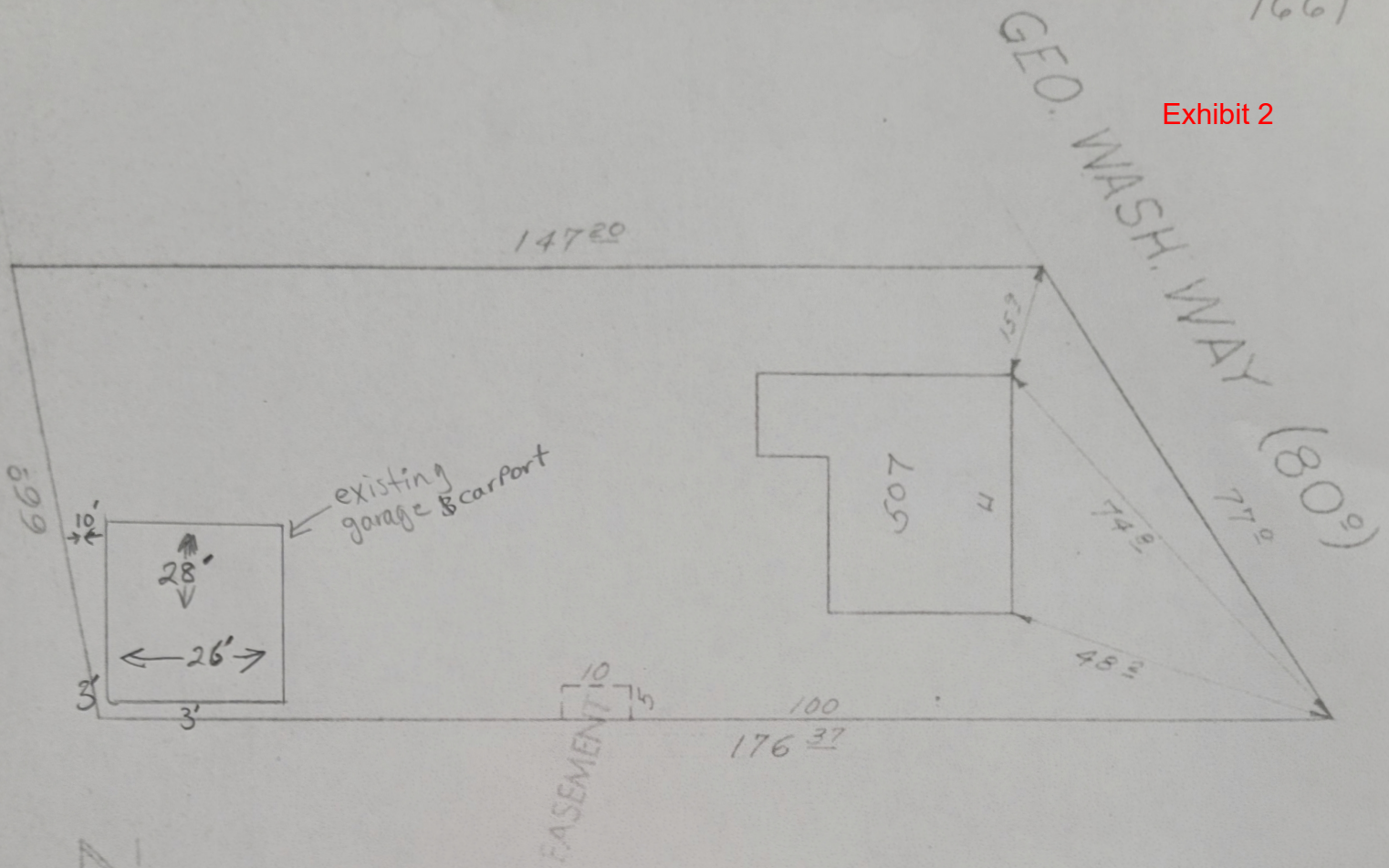
### **Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

### **Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer



SCALE: 1" = 25'

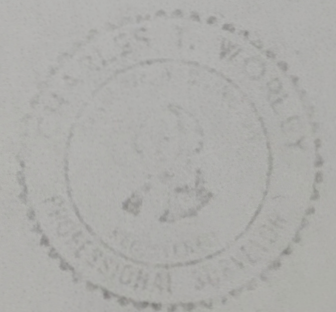
40 SCALE 4-5 OK  
50 " 34C OK  
33 B OK

FIELD OK

LOT 6 BLOCK 557  
PLAT OF RICHLAND  
BENTON COUNTY WASH.

I hereby certify I have examined the above described property and find the same to be located there on as shown and there are no encroachments.

Date 10/21/22 by [Signature]





# Vicinity Map

Item: 507 George Washington Way Variance  
Applicant: Andres Herrera  
File #: PLN-T2-2024-00004



0 25 50 100 Feet

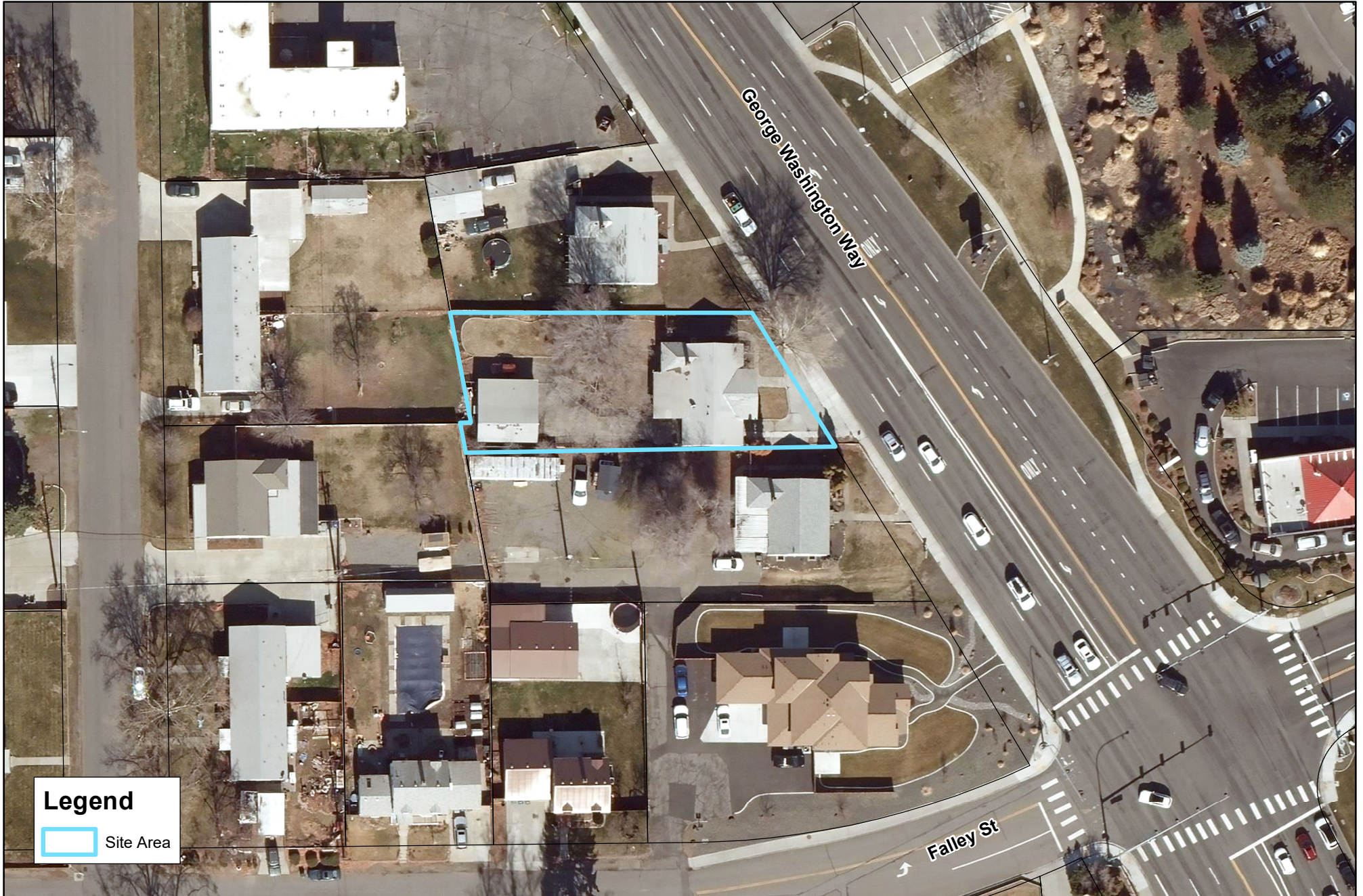




Exhibit 3

















## CITY OF RICHLAND

### NOTICE OF APPLICATION AND PUBLIC HEARING (PLN-T2-2024-00004)

**Notice** is hereby given that Andres Herrera of Affordable Handyman Services LLC (applicant) has applied for a major variance on behalf of Adrian Garcia (owner) requesting relief from the rear yard setback requirement of the R-2 residential zoning district to allow the conversion of an existing detached garage into a residential use within approximately 3 feet of the rear property line, rather than 25 feet as typically required.

**Project Site:** The project site is located at 507 George Washington Way (APN 1-11984020557006).

**Public Hearing:** The Richland Board of Adjustment will conduct a public hearing and review of the application at 6:00 p.m., Thursday, August 15th, 2024 at City Hall, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

**Environmental Review:** The proposal is not subject to environmental review.

**Public Comment:** Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Kyle Hendricks, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us). The deadline for written comments is 6:00 p.m., Wednesday, August 14th. However, written comments must be received no later than 5:00 p.m. on Wednesday, August 7, 2024 to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

**Appeal:** The application will be reviewed in accordance with the regulations in RMC Title 23 Zoning and Title 19 Development Regulations Administration. Appeal procedures of decisions related to the above referenced applications are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

#### Vicinity Map

Item: 507 George Washington Way Variance  
Applicant: Andres Herrera  
File #: PLN-T2-2024-00004





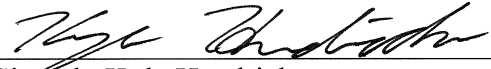
AFFIDAVIT OF POSTING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

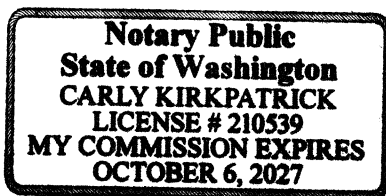
COMES NOW, **Kyle Hendricks**, who, being first duly sworn upon oath deposes and says:

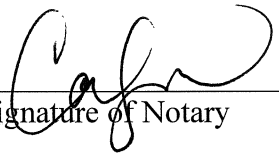
1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.
2. On the 25<sup>th</sup> day of July 2024, I posted the attached NOTICE OF PUBLIC HEARING, File Number PLN-T2-2024-00004 (Major Variance) in the following locations:

Adjacent to the driveway of 507 George Washington Way.

  
Signed: Kyle Hendricks

SIGNED AND SWORN to before me this 25<sup>th</sup> day of July, 2024, by Kyle Hendricks.



  
Signature of Notary

Carly Kirkpatrick  
Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: Oct. 6, 2027

AFFIDAVIT OF MAILING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

COMES NOW, Jodi Hogan, who, being first duly sworn upon oath deposes and says:

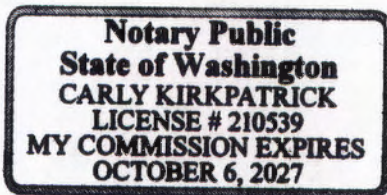
1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.

2. On the 25th day of July, 2024, I mailed a copy of the attached NOTICE OF PUBLIC HEARING (PLN-T2-2024-00004 507 George Washington Way) to the attached list of individuals via regular USPS on the date indicated above. The Richland Planning Commission will conduct a public hearing and review of the application on August 15<sup>th</sup>, 2024.

Jodi Hogan  
Signed: Jodi Hogan

SIGNED AND SWORN to before me this 25th day of July, 2024 by Jodi Hogan.

Carly  
Notary Public in and for the State of Washington,



Carly Kirkpatrick  
Print Name

Residing at Benton County

My appointment expires: Oct. 6, 2027

AFFIDAVIT OF MAILING - 1  
Address list attached.



HAIR JASON & JANA  
203 FALLEY ST  
RICHLAND, WA 99352-4456

HOUSER JAMES  
6605 N DRUMHELLER ST  
SPOKANE , WA 99208

ANCHORAGE CORPORATE AIRCRAFT CENTER LLC  
PO BOX 190869 PMB 25196  
ANCHORAGE, AK 99519

GUSIC MIRZA & RAZO ELIDIA  
507 BARTH AVE  
RICHLAND , WA 99352

BEECROFT DAVID  
11425 ROCK COVE WAY  
LAS VEGAS, NV 89141

CHAMBERLIN AUTUMN R & CLAWSON ROSS M  
505 BARTH AVENUE  
RICHLAND, WA 99352

DIVINE FELLOWSHIP THE  
513 BARTH ST  
RICHLAND, WA 99352

GUTIERREZ ROBERT & MARIA  
109 FALLEY ST  
RICHLAND, WA 99352-4454

ERLENBUSH STEPHEN J & JENNIFER A  
10507 OAK LN  
PASCO, WA 99301-6753

JAMESON ANDREW  
1311 S JEFFERSON PL  
KENNEWICK, WA 99338

JOYCE K ROBINSON RANCH CORP  
1312 N RD 59  
PASCO, WA 99301

FELLMAN TREVOR J & NELLIE  
6406 W 20TH AVE  
KENNEWICK, WA 99338

GARCIA ADRIAN DELUNA  
507 GEORGE WASHINGTON WAY  
RICHLAND, WA 99352

BAILEY DEBRA  
325 ADAIR DR  
RICHLAND, WA 99352

JACKSON EDWARD T  
509 GEORGE WASHINGTON WAY  
RICHLAND, WA 99352

CARL DOUGLAS M & REBECCA  
4607 W 20TH AVE  
KENNEWICK, WA 99338

BRANDON KRISTOPHER  
202 FALLEY ST  
RICHLAND, WA 99352

GTY PACIFIC LEASING LLC  
292 MADISON AVE 9TH FLOOR  
NEW YORK , NY 10017

ROACH EAMONN PATRICK SULLIVAN  
9221 SANDIFUR PKWY STE C  
PASCO , WA 99301

GTY PACIFIC LEASING LLC  
292 MADISON AVE. 9TH FLOOR  
NEW YORK , NY 10017

MOORE PETER  
PO BOX 1508  
RICHLAND, WA 99352

CITY OF RICHLAND  
625 SWIFT BLVD MS-19  
RICHLAND, WA 99352

VINES CHERYL S  
505 GEORGE WASHINGTON WAY  
RICHLAND , WA 99352

TROPHY RIDGE HOMES LLC  
513 WRIGHT AVE  
RICHLAND, WA 99352

KOLIMAR MICHAEL A & NOELLE A  
204 FALLEY STREET  
RICHLAND , WA 99352





The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO              | Amount   | Cols | Depth |
|-----------|--------------|-----------------------------------------|-----------------------|----------|------|-------|
| 36823     | 578744       | Print Legal Ad-IPL01865260 - IPL0186526 | BOA PHN-72-2024-00004 | \$182.62 | 1    | 62 L  |

Attention: Jennifer Anderson

CITY OF RICHLAND/LEGALS  
625 SWIFT BLVD. MS-05  
RICHLAND, WA 99352

janderson@ci.richland.wa.us

### CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING

**Notice:** Andres Herrera of Affordable Handyman Services LLC (applicant) has applied for a major variance on behalf of Adrian Garcia (owner) requesting relief from the rear yard setback requirement of the R-2 residential zoning district to allow the conversion of an existing detached garage into a residential use within approximately 3 feet of the rear property line, rather than 25 feet as typically required.

**Project Site:** The project site is located at 507 George Washington Way (APN 1-11984020557006).

**Public Hearing:** The Richland Board of Adjustment will conduct a public hearing and review of the application on **Thursday, August 15, 2024 at 6:00 p.m.** at Richland City Hall, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

**Environmental Review:** The proposal is not subject to environmental review.

**Public Comment:** Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Kyle Hendricks, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us). The deadline for written comments is 6:00 p.m. on Wednesday, August 14, 2024. However, written comments must be received no later than 5:00 p.m. on Wednesday, August 7, 2024, to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

**Appeal:** The application will be reviewed in accordance with the regulations in Richland Municipal Code (RMC) Title 23 Zoning and Title 19 Development Regulations Administration. Appeal procedures of decisions related to the above-referenced applications are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above-referenced address with questions related to the available appeal process.

Date Published:  
Sunday, August 4, 2024  
IPL0186526  
Aug 4 2024

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

Mary Castro, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time (s) commencing on 08/04/2024, and ending on 08/04/2024 and that said newspaper was regularly distributed to its subscribers during all of this period.

1 insertion(s) published on:

08/04/24

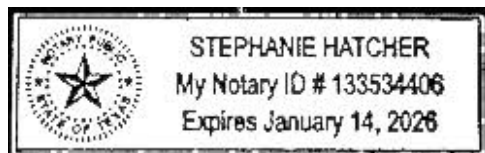
Mary Castro

(Signature of Legals Clerk)

Sworn to and subscribed before me this 5th day of August in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!

**From:** [Acevedo, Mizael](#)  
**To:** [Planning](#)  
**Cc:** [Stevens, Mike](#)  
**Subject:** RE: 507 George Washington Way Variance Referral packet PLN-T2-2024-00004  
**Date:** Friday, July 26, 2024 12:16:24 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)

---

Mike,

Please share the following information with the applicant.

When converting an existing garage into a dwelling unit, compliance with the 2021 WA Residential Code and the 2021 WA Energy Code is required.

Here are some of the major requirements we will review for compliance.

1. Fire Separation per *Table R302.1(1)* for buildings within 5-feet from property lines
2. Smoke/Carbon Monoxide Alarms per Section R314/315
3. Emergency Escape and Rescue Openings per Section R310
4. Energy Code compliance per the 2021 WSEC-Residential code:
  - a. *R402 - Building thermal envelope Insulation and Fenestration requirements (R-10 rigid insulation along foundation perimeter @ 24-inches below grade)*
  - b. *R402.4 Air Leakage/Testing*
  - c. *R406 Additional Energy Credits*

Best regards,



**Mizael Acevedo CBO**  
Building Official  
625 Swift Blvd., MS-35 | Richland, WA 99352  
(509) 942-7602

---

**From:** Planning <planning@ci.richland.wa.us>

**Sent:** Thursday, July 25, 2024 2:10 PM

**To:** Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; D. Rodgers <dxrodgers@bpa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; David Billetdeaux <david@portofbenton.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Erin Hockaday (BFHD senior env health manager) <erin.hockaday@bfhd.wa.gov>; gis@co.benton.wa.us; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jack Howard (BFHD) <jack.howard@bfhd.wa.gov>; Jason McShane <jmcsbane@kid.org>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <Katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>;



KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>  
**Subject:** 507 George Washington Way Variance Referral packet PLN-T2-2024-00004

Hello Everybody,

Andres Herrera on behalf of the property owner has submitted a major variance application to the City of Richland for converting an existing detached garage that is approximately 3' from the rear property line, into a residential space. The project site is located at 507 George Washington Way Richland, WA. The zoning for the site is R-2 medium density residential, which typically requires a 25' rear yard setback. Please review the attached materials relative to your agency's regulations and submit any comments no later than 5:00 PM Thursday August 8<sup>th</sup>, 2024. Comments may be submitted via e-mail to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you,



**Kyle Hendricks**

Planner

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7683

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**From:** [Deskins, John](#)  
**To:** [Planning](#)  
**Cc:** [Whittier, John](#); [Reathafor, Jason](#); [DAlessandro, Carlo](#)  
**Subject:** RE: 507 George Washington Way Variance Referral packet PLN-T2-2024-00004  
**Date:** Tuesday, July 30, 2024 3:35:49 PM

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Thanks. I guess the key is that they won't be getting any more parking, which they should have already assumed, and as long as it meets Planning criteria for parking then I have no further comments.

**John Deskins, PE**  
Traffic Engineer  
City of Richland  
(509) 942-7514

---

**From:** Planning <[planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us)>  
**Sent:** Tuesday, July 30, 2024 3:33 PM  
**To:** Deskins, John <[jdeskins@ci.richland.wa.us](mailto:jdeskins@ci.richland.wa.us)>  
**Cc:** Whittier, John <[jwhittier@ci.richland.wa.us](mailto:jwhittier@ci.richland.wa.us)>; Reathafor, Jason <[jreathafor@ci.richland.wa.us](mailto:jreathafor@ci.richland.wa.us)>; DAlessandro, Carlo <[cdalessandro@ci.richland.wa.us](mailto:cdalessandro@ci.richland.wa.us)>  
**Subject:** RE: 507 George Washington Way Variance Referral packet PLN-T2-2024-00004

Hello,

The applicant states an office use, in the attached report (variance application conditions), regardless of the use it appears to be proposing conditioned space. Home occupations are regulated by [RMC 23.42.090](#). The floor plan appears to show a full bathroom expansion, kitchenette, and carport.



**Kyle Hendricks**  
Planner  
625 Swift Blvd., MS-35 | Richland, WA 99352  
(509) 942-7683

---

**From:** Deskins, John <[jdeskins@ci.richland.wa.us](mailto:jdeskins@ci.richland.wa.us)>  
**Sent:** Monday, July 29, 2024 11:44 AM  
**To:** Planning <[planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us)>  
**Cc:** Whittier, John <[jwhittier@ci.richland.wa.us](mailto:jwhittier@ci.richland.wa.us)>; Reathafor, Jason <[jreathafor@ci.richland.wa.us](mailto:jreathafor@ci.richland.wa.us)>; DAlessandro, Carlo <[cdalessandro@ci.richland.wa.us](mailto:cdalessandro@ci.richland.wa.us)>  
**Subject:** RE: 507 George Washington Way Variance Referral packet PLN-T2-2024-00004

There is no on-street parking at this location. The proposal converts off-street parking (a garage) into a residential use. If that use is to be a rental, which is not clear, it poses some potential challenges.





**John Deskins, PE**  
Traffic Engineer  
City of Richland  
(509) 942-7514

---

**From:** Planning <[planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us)>

**Sent:** Thursday, July 25, 2024 2:10 PM

**To:** Acevedo, Mizael <[macevedo@CI.RICHLAND.WA.US](mailto:macevedo@CI.RICHLAND.WA.US)>; Ashley Garza <[agarza3605@gmail.com](mailto:agarza3605@gmail.com)>; Badger Mountain Irrigation District <[bmidmanager@badgermountainirrigation.com](mailto:bmidmanager@badgermountainirrigation.com)>; Bill Barlow <[bbarlow@bft.org](mailto:bbarlow@bft.org)>; Buechler, Ken <[KBuechler@CI.RICHLAND.WA.US](mailto:KBuechler@CI.RICHLAND.WA.US)>; Hamilton, Craig <[C.Hamilton@bces.wa.gov](mailto:C.Hamilton@bces.wa.gov)>; D. Rodgers <[dxrodders@bpa.gov](mailto:dxrodders@bpa.gov)>; DAlessandro, Carlo <[cdalessandro@CI.RICHLAND.WA.US](mailto:cdalessandro@CI.RICHLAND.WA.US)>; David Billetdeaux <[david@portofbenton.com](mailto:david@portofbenton.com)>; Davis, Deanna <[d.davis@bces.wa.gov](mailto:d.davis@bces.wa.gov)>; Deskins, John <[jdeskins@CI.RICHLAND.WA.US](mailto:jdeskins@CI.RICHLAND.WA.US)>; Erin Hockaday (BFHD senior env health manager)) <[erin.hockaday@bfhd.wa.gov](mailto:erin.hockaday@bfhd.wa.gov)>; [gis@co.benton.wa.us](mailto:gis@co.benton.wa.us); Hill, Kelly <[khill@CI.RICHLAND.WA.US](mailto:khill@CI.RICHLAND.WA.US)>; Jack Howard (BFHD) <[jack.howard@bfhd.wa.gov](mailto:jack.howard@bfhd.wa.gov)>; Jason McShane <[jmcshane@kid.org](mailto:jmcshane@kid.org)>; Joseph Cottrell <[jecottrell@bpa.gov](mailto:jecottrell@bpa.gov)>; Junior Campos <[junior.campos@charter.com](mailto:junior.campos@charter.com)>; Katherine Cichy <[Katherine.cichy@ziply.com](mailto:Katherine.cichy@ziply.com)>; Kelly Cooper <[kelly.cooper@doh.wa.gov](mailto:kelly.cooper@doh.wa.gov)>; Kevin Knodel <[kevin.knodel@rsd.edu](mailto:kevin.knodel@rsd.edu)>; Kevin Sliger <[KSliger@bft.org](mailto:KSliger@bft.org)>; KID Development <[development@kid.org](mailto:development@kid.org)>; KID Webmaster <[webmaster@kid.org](mailto:webmaster@kid.org)>; M. Deklyne <[mjdeklyne@bpa.gov](mailto:mjdeklyne@bpa.gov)>; Map BCES <[map@bces.wa.gov](mailto:map@bces.wa.gov)>; Mattheus, Pamela <[pmattheus@CI.RICHLAND.WA.US](mailto:pmattheus@CI.RICHLAND.WA.US)>; Michael Tovey <[michael.tovey@ziply.com](mailto:michael.tovey@ziply.com)>; Orr, Bruce <[borr@CI.RICHLAND.WA.US](mailto:borr@CI.RICHLAND.WA.US)>; Paul Gonseth <[gonsetp@wsdot.wa.gov](mailto:gonsetp@wsdot.wa.gov)>; Reathaford, Jason <[JReathaford@CI.RICHLAND.WA.US](mailto:JReathaford@CI.RICHLAND.WA.US)>; Richard Krasner <[richard.krasner@rsd.edu](mailto:richard.krasner@rsd.edu)>; USPS Richland Postmaster <[99352RichlandWA-Postmaster@usps.gov](mailto:99352RichlandWA-Postmaster@usps.gov)>; Schiessl, Joe <[JSchiessl@CI.RICHLAND.WA.US](mailto:JSchiessl@CI.RICHLAND.WA.US)>; Seth DeFoe <[SDefoe@kid.org](mailto:SDefoe@kid.org)>; South Central Region Planning <[scplanning@wsdot.wa.gov](mailto:scplanning@wsdot.wa.gov)>; WA Dept of Fish & Wildlife <[rittemwr@dfw.wa.gov](mailto:rittemwr@dfw.wa.gov)>; Westphal, Nichole <[nwestphal@ci.richland.wa.us](mailto:nwestphal@ci.richland.wa.us)>; Whittier, John <[jwhittier@CI.RICHLAND.WA.US](mailto:jwhittier@CI.RICHLAND.WA.US)>

**Subject:** 507 George Washington Way Variance Referral packet PLN-T2-2024-00004

Hello Everybody,

Andres Herrera on behalf of the property owner has submitted a major variance application to the City of Richland for converting an existing detached garage that is approximately 3' from the rear property line, into a residential space. The project site is located at 507 George Washington Way Richland, WA. The zoning for the site is R-2 medium density residential, which typically requires a 25' rear yard setback. Please review the attached materials relative to your

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Thank you,



**Kyle Hendricks**

Planner

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7683

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**From:** [Chris Sittman](#)  
**To:** [Planning](#)  
**Subject:** RE: 507 George Washington Way Variance Referral packet PLN-T2-2024-00004  
**Date:** Tuesday, July 30, 2024 3:15:21 PM  
**Attachments:** [image001.png](#)

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KID has no comments, this is outside of our District boundaries!

**Chris D. Sittman**  
Engineering Dept./CAD Specialist  
Kennewick Irrigation District  
2015 S. Ely St.  
Kennewick, WA 99337  
Desk: 509-460-5435  
Cell: 509-873-1123

---

**From:** Planning <planning@ci.richland.wa.us>  
**Sent:** Thursday, July 25, 2024 2:10 PM  
**To:** Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; D. Rodgers <dxrodgers@bpa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; David Billetdeaux <david@portofbenton.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Erin Hockaday (BFHD senior env health manager) <erin.hockaday@bfhd.wa.gov>; gis@co.benton.wa.us; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jack Howard (BFHD) <jack.howard@bfhd.wa.gov>; Jason McShane <JMcShane@kid.org>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <Katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Seth Defoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>  
**Subject:** 507 George Washington Way Variance Referral packet PLN-T2-2024-00004

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Thank you,



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