



Agenda
Hearing Examiner Meeting
Monday, September 9, 2024
Richland City Hall ~ Council Chambers
625 Swift Boulevard

Hearing Examiner: Gary McLean

Staff Liaison: Planning Manager Stevens

Public Hearing - 6:00 p.m.

Public Hearing Explanation:

New Business - Public Hearing:

1. S2024-102 Preliminary Plat of Sterling Heights
 - Mike Stevens, Planning Manager
2. Z2024-104 Rezone from Suburban Agriculture (SAG) to Low-Density Residential (R-I-10), The Estates at White Bluffs
 - Mike Stevens, Planning Manager
3. S2024-103 Preliminary Plat of The Estates at White Bluffs
 - Mike Stevens, Planning Manager

Adjournment

The next Hearing Examiner Meeting will be scheduled as needed.

This meeting is broadcast live on CityView Channel 192 and online at ci.richland.wa.us.

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.



HEARING EXAMINER AGENDA ITEM COVERSHEET

Meeting Date: 9/9/2024

Agenda Category: New Business - Public Hearing

Prepared By: Mike Stevens, Planning Manager

Subject:

S2024-102 Preliminary Plat of Sterling Heights

Department:

Development Services

Recommended Motion:

The applicant has requested that the public hearing be continued to a later date in order to provide them with time to address several comments that were received during the review process.

Summary:

Barghausen Consulting Engineers, Inc., on behalf of Sundance Capital 401K Plan ET AL and James Sterling, has filed a preliminary plat application with associated road standard deviation requests to subdivide a 97+ acre site into 55 lots and 6 tracts (Preliminary Plat of Sterling Heights). The project site is located west of the existing terminus of Strawberry Lane and south of Interstate I-182 upon the following parcel numbers: 120984000004000, 120984000003000, 120984000002000, 120984000006000 and 120983013387003.

Attachments:

1. Request for Continuance

Stevens, Mike

From: Nathan Machiela <nmachiela@Barghausen.com>
Sent: Thursday, September 5, 2024 11:09 AM
To: Stevens, Mike
Cc: sidlitchfield@yahoo.com; Steve Tatro; Rick Henderson; Rick Simon (rpsimon60@gmail.com)
Subject: Sterling Heights Preliminary Plat (BCE#22937)

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Mike, this is a request for a continuance of the Preliminary Plat hearing for the Sterling Heights project. We would like an opportunity to work with WDFW prior to the hearing to resolve our differences and come to an agreement on critical areas and proper mitigation measures.

Thanks,

Nathan Machiela, P.E. | Senior Civil Project Manager

Office: 425-251-6222 | Cell: 509-579-1887

Barghausen Consulting Engineers, Inc.

400 Columbia Point Drive, Suite 101-B

Richland, WA 99352

www.barghausen.com



HEARING EXAMINER AGENDA ITEM COVERSHEET

Meeting Date: 9/9/2024

Agenda Category: New Business - Public Hearing

Prepared By: Mike Stevens, Planning Manager

Subject:

Z2024-104 Rezone from Suburban Agriculture (SAG) to Low-Density Residential (R-1-10), The Estates at White Bluffs

Department:

Development Services

Recommended Motion:

Staff recommends that the Hearings Examiner recommend approval of the proposed rezone request to City Council.

Summary:

Story Family Five, LLC has submitted this Zoning Map Amendment Application on behalf of Raymond French and Thomas French (owners), petitioning to rezone parcel 120981000002004 from Suburban Agriculture (SAG) to Single-family residential R-1-10. The purpose of this change is to enable future residential development to proceed in agreement with the City of Richland's Low-Density Residential (LDR) land use classification.

Attachments:

1. HE Staff Report



**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: The Estates At White Bluffs Rezone

LOCATION: 1004 Sirron

APPLICANT: Story Family Five, LLC

PROPERTY OWNER: Raymond French and Thomas French

FILE NO.: Z2024-104

DESCRIPTION: Request to rezone Parcel 120981000002004 from Suburban Agriculture (SAG) to Single-family residential R-1-10.

PROJECT TYPE: Type IIIA Site-Specific Rezone

HEARING DATE: September 9, 2024

REPORT BY: Mike Stevens, Planning Manager

RECOMMENDED ACTION: Approval

Vicinity Map

Item: The Estates at White Bluffs Applicant:
Tim Story
File #: S2024-103, Z2024-104, EA2024-115

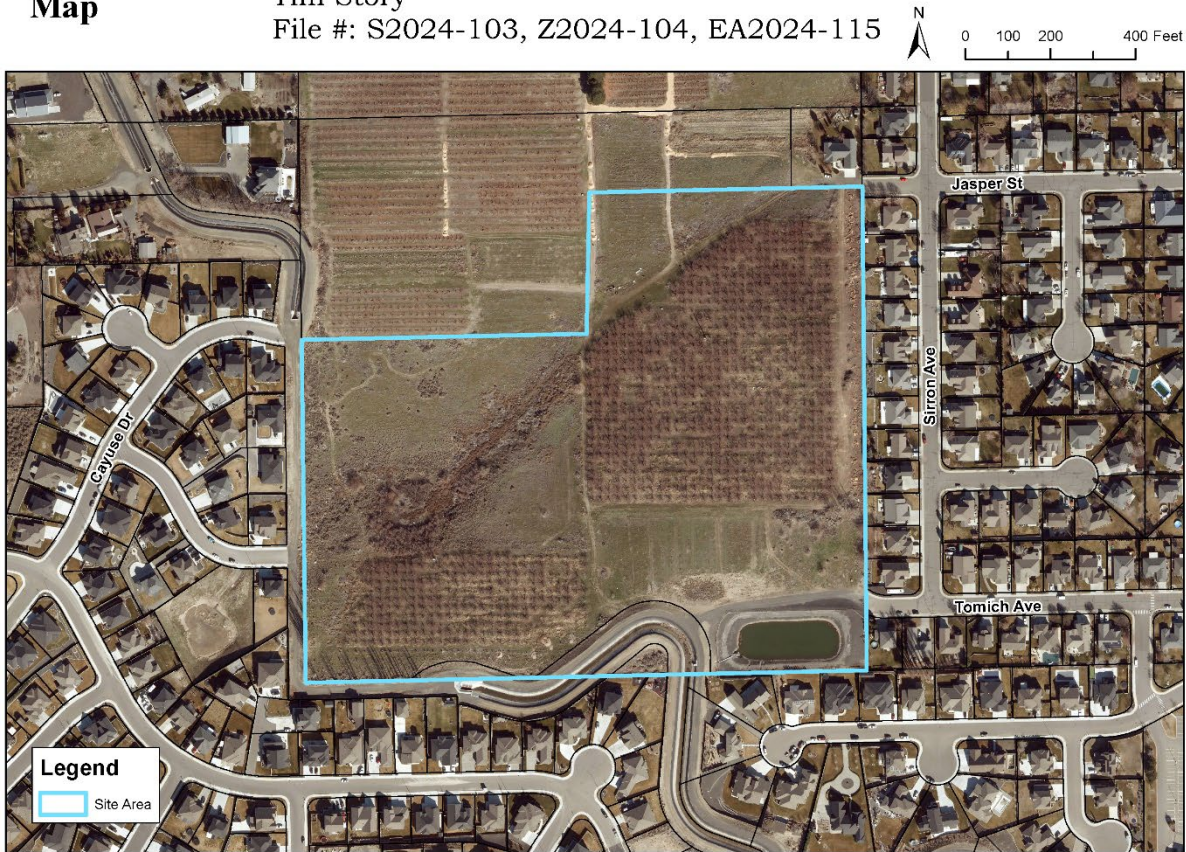


Figure 1 – Vicinity Map

DESCRIPTION OF PROPOSAL

Story Family Five, LLC has submitted this Zoning Map Amendment Application on behalf of Raymond French and Thomas French (owners), petitioning to rezone parcel 120981000002004 from Suburban Agriculture (SAG) to Single-family residential R-1-10. The purpose of this change is to enable future residential development to proceed in agreement with the City of Richland's Low-Density Residential (LDR) land use classification. Figure 1 (above) shows the site within its larger context.

REASON FOR REQUEST

Richland Municipal Code (RMC) Chapter 19.20.010(D)(1) 19.20.030, and 19.25.010 requires a site-specific rezone review to take place by the Hearing Examiner. See additional RMC guidance for the Hearing Examiner, below:

19.20.010 Procedures for processing development permits.

For the purpose of project permit processing, all development permit applications shall be classified as one of the following: Type I, Type II, Type III, or Type IIIA.

- D. Type IIIA permits include the following types of permit applications:
1. Site-specific rezones;

19.60.060 Burden of proof.

Except for Type IV actions, the burden of proof is on the proponent. The project permit application must be supported by proof that it conforms to the applicable elements of the city's development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed.

23.70.210(A) Public hearing and recommendation to council.

Reclassification. The hearing examiner shall conduct an open record public hearing as required by RMC Title 19 for a Type IIIA permit application. The recommendation shall include written findings of fact and the reasons for the hearing examiner's action; and shall refer expressly to the maps, description and other matters intended by the hearing examiner to constitute the reclassification.

Additional Considerations.

Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent must demonstrate that there has been a change of circumstances since the original zoning provided if a proposed rezone implements the policies of the comprehensive plan, a showing of changed circumstances is usually not required; and (3) the rezone must have a substantial relationship to the public health, safety, morals or general welfare.

For the purposes of this rezone request, the central questions presented are:

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original Suburban Agricultural [SAG] zoning was adopted for the site?
2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

REVIEW AUTHORITY

Richland Municipal Code (RMC) Chapter 19.20.010(D)(1) 19.20.030, and 19.25.010 requires a site-specific rezone review to take place by the Hearing Examiner.

SITE DESCRIPTION & ADJACENT LAND USES

The site of the subject rezone and future preliminary plat (The Estates at White Bluffs) consists of one (1) parcel totaling approximately 29-acres. The site is part of what is commonly referred to as the French Orchard and is located immediately west of the terminus of Jasper Street and Tomich Avenue (east property line) and immediately east of the terminus of Samish Drive and Cayuse Drive (west property line).

The site varies in elevation and generally slopes down approximately 60 feet from the highest spots nearest the south property line (adjacent to KID canal) north towards the property's northeast property corner. The area will be accessed from future connections to Samish Drive, Jasper Street and Tomich Avenue. The Samish Drive access ultimately leads westward to Dallas

Road (Via Cayuse Drive and Cowlitz Blvd.), while The Jasper Street and Tomich Avenue connections lead to Sirron Avenue, which ultimately proceeds north to Kennedy Road.

Samish Drive, Cayuse Drive and Cowlitz Blvd. are all within the White Bluffs Phases 1 and 3 residential neighborhood, while Sirron Avenue extends through the Keene Village and Hearthstone 3 residential neighborhood.

CURRENT LAND USE DESIGNATION AND USES:

North: Low-Density Residential (Suburban Agriculture), existing orchard

East: Low-Density Residential (LDR R-1-10), single-family residential

South: Low-Density Residential (LDR R-1-10), single-family residential and KID Canal

West: Low-Density Residential (LDR R-1-10), single-family residential

**Land Use
Map**

Item: The Estates at White Bluffs Applicant:
Tim Story
File #: S2024-103, Z2024-104, EA2024-115

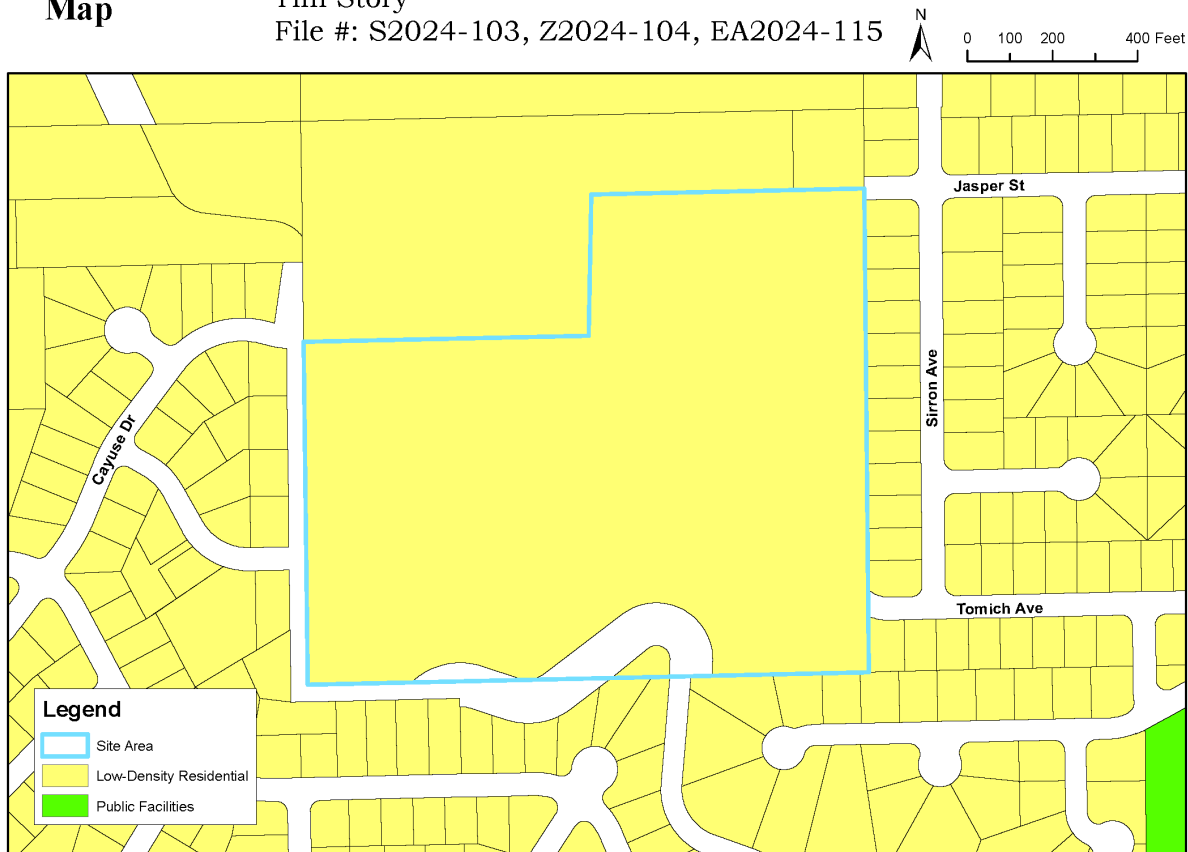


Figure 2 – Comprehensive Plan Land Use Map

COMPREHENSIVE PLAN

As illustrated in Figure 2 (above), the Comprehensive Plan Land Use designation designates the site for low-density residential development. The City [RMC] zoning designations which

can be applied to the low-density residential land use classification consists of Single-family residential R-1-10, Single-family residential R-1-12 and Suburban Agricultural (SAG).

Applicable Goals & Policies

Provided below is a set of Comprehensive Plan goals & policies which are particularly applicable to the subject residential subdivision.

Land Use Goal 1: Plan for growth within the urban growth area and promote compatible land use.

Policy 2: Facilitate planned growth and infill developments within the City.

Land Use Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 3: Ensure that the intent of the land use and districts are maintained.

Land Use Goal 3: Maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 1: Distribute residential uses and densities throughout the urban growth area consistent with the City's vision.

CURRENT ZONING

The subject site is currently zoned Suburban Agricultural use district (SAG). Surrounding parcels are zoned as follows:

North: Suburban Agricultural use district (SAG)

East: Single-family Residential R-1-10

South: Single-family residential R-1-10

West: Single-family residential R-1-10

Zoning Map

Item: The Estates at White Bluffs Applicant:
Tim Story
File #: S2024-103, Z2024-104, EA2024-115

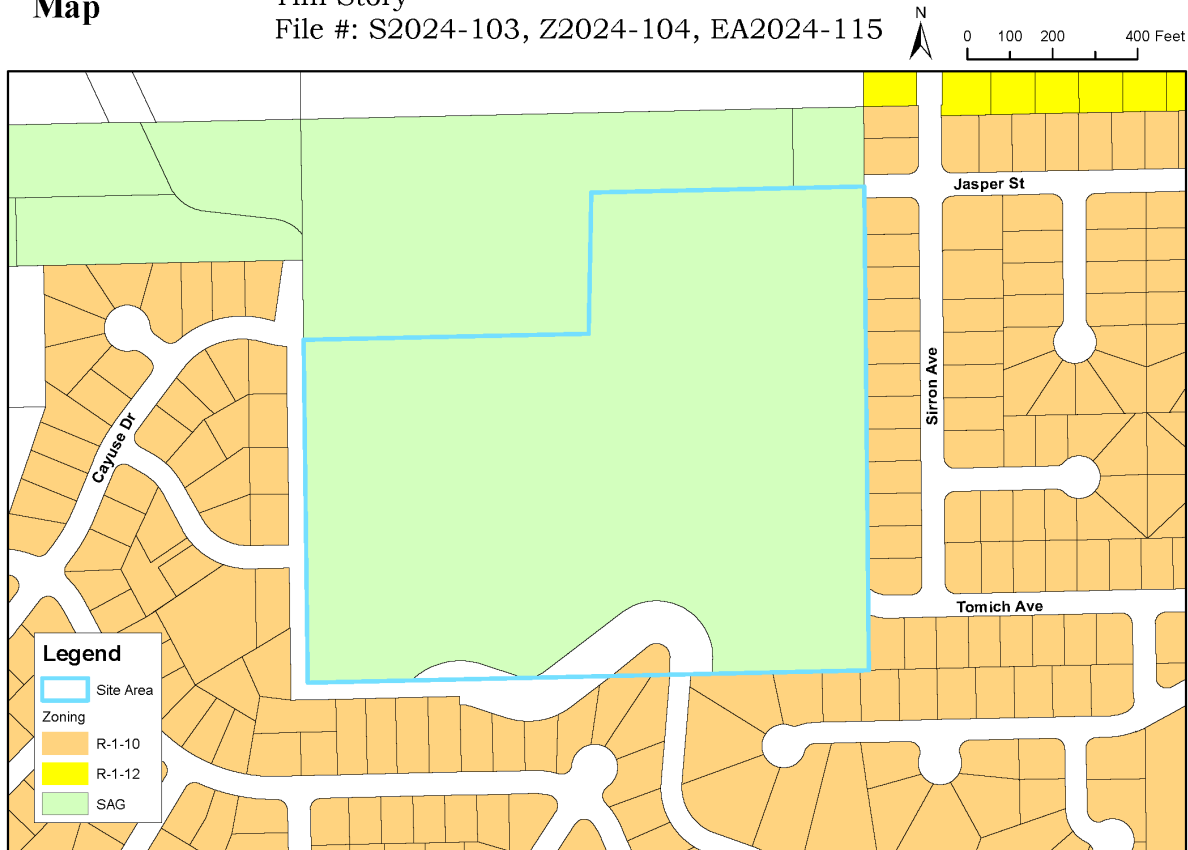


Figure 3 – Zoning Map

The Suburban Agricultural use district (SAG) is a primary zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and farm crops, while at the same time establishing and maintaining a living environment of high standards for residential use. This land has been zoned SAG since its annexation into the City in 1995 by Annexation 21-95. This zoning classification is intended to be applied to some portions of the city that are designated as Low-Density Residential under the city of Richland comprehensive plan (RMC 23.14.010(B)).

REQUESTED ZONING

Following the applicant's request, City staff is presenting this staff report and associated application materials for a site-specific rezone of 29.19 acres.

The single-family residential R-1-10 is a residential zone classification requiring a low density of population, providing protection against hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to

be applied to some portions of the city that are designated low-density residential (zero to five dwellings per acre) under the City of Richland Comprehensive Plan. (RMC 23.18.010(B)).

UTILITY AVAILABILITY

There are existing irrigation (purple), water (blue), sewer (green) and electrical power line connections (red) available near the site with adequate capacity to supply the proposed project.

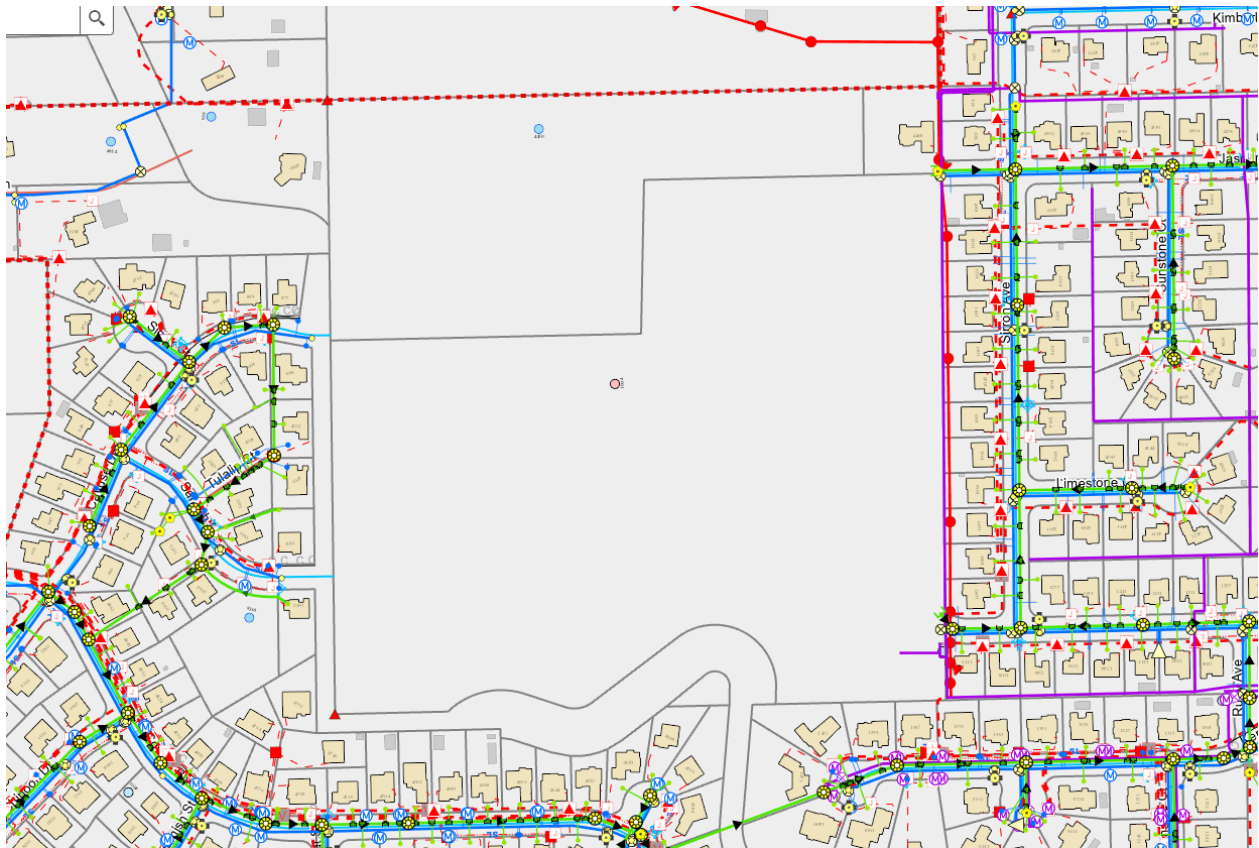


Figure 4 – Utilities Map

Sewer

There are existing 8-inch sewer mains in the Jasper Street, Tomich Avenue and Cayuse Drive rights-of-ways.

Water

There are 8-inch water distribution mains located within the Jasper Street, Tomich Avenue, Cayuse Drive and Samish Drive rights-of-ways.

Power

Electrical service lines are located along the eastern property line and above-mentioned street rights-of-ways.

Stormwater

Stormwater runoff from all future developments will need to be accommodated for on the project site per the requirements of the Eastern Washington Stormwater Manual.

Irrigation

The site is located within the Kennewick Irrigation District.

TRANSPORTATION & ACCESS

Primary access into the site will come from existing street terminuses associated with Jasper Street, Tomich Avenue, Cayuse Drive and Samish Drive.

This area is largely characterized as single-family housing in transition from undeveloped and agricultural uses. As such, there are no significant nodes of employment or shopping amenities via suburban scale commercial, office or industrial development within close proximity.

Sidewalks will be installed on local roads. Existing trails and on-street bicycle lanes are also designated by the City. Likewise, there are ongoing efforts to improve the active transportation portfolio of the area. There are no nearby, current (nor proposed) Ben Franklin Transit bus routes.

Transportation Map

Item: The Estates at White Bluffs
Applicant: Tim Story
File #: S2024-103, Z2024-104, EA2024-115

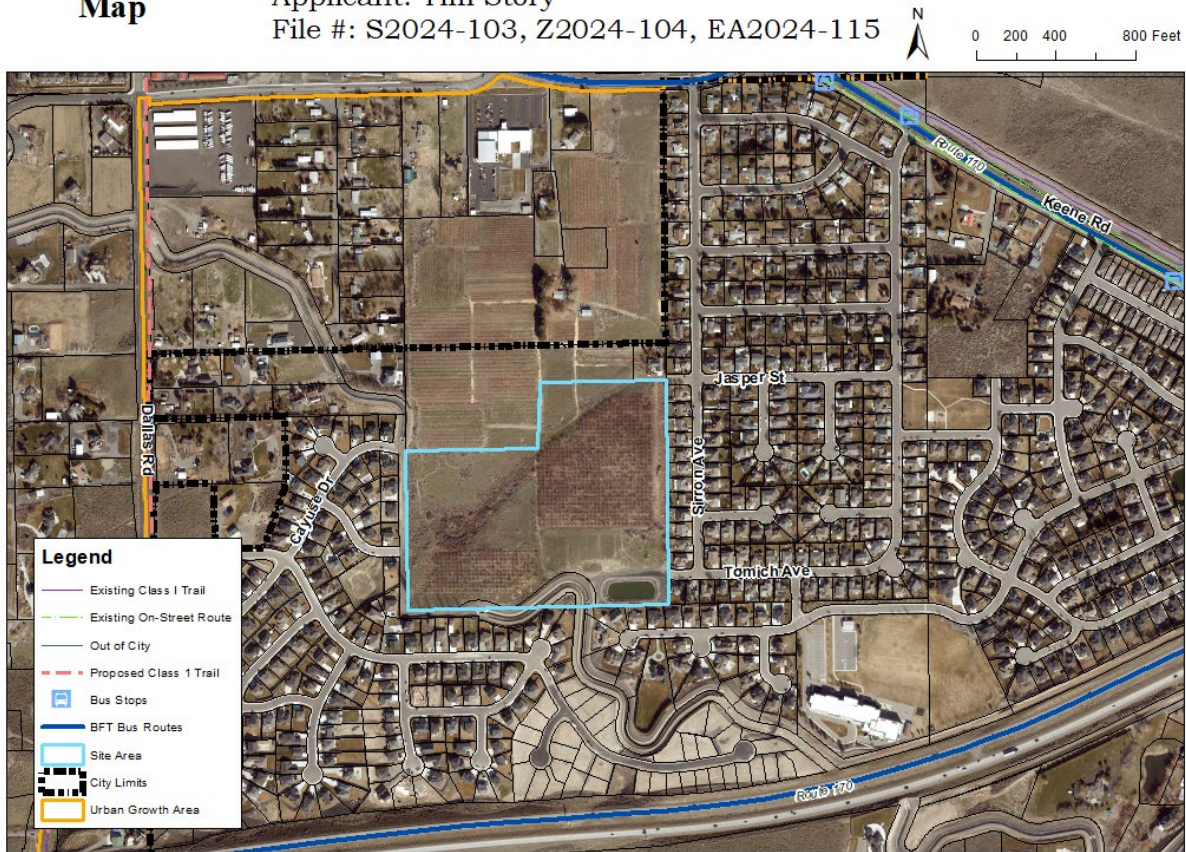


Figure 5 – Transportation Map

FIRE SAFETY

The City of Richland Fire Department will provide fire protection services to the subject property and future development. Currently, there are no hydrants within the proposed site. Hydrants are located within the neighboring residential areas.

SCHOOLS

The plat falls within the boundaries of the Richland School District. As of the date this report was written the City had received no comments from the Richland School District.

SEPA

The proposal is subject to State environmental review under the State Environmental Policy Act. Pursuant to WAC 197-11-355 the city utilized the Optional DNS process for the rezone and preliminary plat applications. A final Determination of Non-Significance (DNS) has yet to be issued for the preliminary plat. However, the rezone portion of the application is exempt

from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).

Critical Areas

The subject site property may contain areas identified as Fish and Wildlife Habitat Conservation Area. The applicant is working with WDFW to address those issues and the subsequent preliminary plat will be developed in accordance thereof. Critical Area requirements are not applicable with this rezone request.

Shoreline Master Program

The subject site lies outside of the jurisdiction of the Shoreline Master Program. This project will have no effect on shorelines of statewide significance. Shoreline permitting requirements are not applicable with this proposal.

AGENCY COMMENTS

A variety of public agencies and City departments were given an opportunity to comment on the proposal. No substantive comments were received regarding this zoning action.

PUBLIC COMMENTS

Owners of all properties within 300-feet of the plat site were directly notified of the project by way of USPS mailing. As of the date of this report, city staff have received no public comments regarding this proposed zoning action.

PUBLIC NOTICE

Notice of Hearing Mailed:	August 9, 2024
Notice of Hearing Posted:	August 16, 2024
Notice of Hearing Published:	August 18, 2024
Public Hearing:	September 9, 2024

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in *Exhibit 5*.

ANALYSIS

The project site is bordered on three (3) sides by existing single-family residential development. The City has anticipated the development of this property and future road connections and routes will provide connectivity between neighborhoods as recommended by the City's Comprehensive Plan.

This requested rezone does not approve any development activity on the site. As with all development proposals, City development regulations will apply to any specific projects that may eventually be proposed on the site. Following public notices and reviews conducted in accord with City practices for all other private or public rezone applications, there does not

appear to be any evidence in this record that would provide a basis in fact or law to deny the pending rezone request.

Staff also want to address questions posed to Hearing Examiner under “Reason for Request”:

1. Whether the requested rezone implements policies of the City’s Comprehensive Plan, and /or whether there has been a change of circumstances since the original zoning was adopted for the site?

The site has been designated for low-density residential [LDR] uses by the City’s Comprehensive Plan. While the site is already zoned in a manner consistent with low-density residential purposes (SAG), the proposed rezone would benefit the city by allowing the maximum number of new homes allowed within an area designated for low-density residential development. Given the housing shortage within the region (and state), the proposed rezone would help to provide additional housing. The requested rezone is meant to facilitate the applicant’s plans to develop the site in a manner fully authorized by the appropriate residential zoning regulations.

2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

It appears that the proposed rezone is consistent with this criterion because the rezone is consistent with the City’s Comprehensive Plan, and any future, project-specific proposal will have to meet city development regulations, including SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of an application. Furthermore, as indicated above, changing the zoning from Suburban Agriculture (1 unit per acre) to R-1-10 (4 units per acre) will help relieve some of the housing shortage which currently exists within the city, region and state.

RECOMMENDATION

Staff has completed its review of the request for a change in zoning (Z2024-104) and recommends approval of the request based on the following Suggested Findings of Fact:

SUGGESTED FINDINGS OF FACT

1. The property owners are Raymond French and Thomas French, the applicant is Story Family Five, LLC.
2. The application is to rezone Benton County Assessor’s Tax Parcel Number 120981000002004 from Suburban Agriculture (SAG) to Single-family residential R-1-10.
3. The subject property is currently zoned Suburban Agricultural use district (SAG).
4. The requested zone change is to change zoning of the parcel identified above to Single family residential R-1-10.
5. The majority of the subject site has been previously disturbed as it was part of a larger orchard.
6. The site is gently sloped from south to the northeast.

7. The surrounding area is primarily single-family residential.
8. The Comprehensive Plan designates this parcel as Low Density Residential [LDR] (1-5 dwellings per acre).
9. Per RMC 23.18.010 (B), the R-1-1- zoning is intended to be applied to land that is designated Low Density Residential (1-5 dwellings per acre) under the City's Comprehensive Plan.
10. No portion of this proposed rezone is in the Shoreline Management Program's jurisdiction.
11. The subject site property may contain areas identified as Fish and Wildlife Habitat Conservation Area. The applicant is working with WDFW to address those issues and the subsequent preliminary plat will be developed in accordance thereof. Critical Area requirements are not applicable with this rezone request.
12. The proposal is subject to State environmental review under the State Environmental Policy Act. Pursuant to WAC 197-11-355 the city utilized the Optional DNS process for the rezone and preliminary plat applications. A final Determination of Non-Significance (DNS) was issued for the rezone and preliminary plat on September 5, 2024. However, the rezone portion of the application is exempt from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).
13. Notice requirements of RMC 19.30.040 have been met:
 - a. Notice of Hearing Mailed: August 9, 2024
 - b. Notice of Hearing Posted: August 16, 2024
 - c. Notice of Hearing Published: August 18, 2024
14. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Application Materials
2. Comprehensive Plan Land Use and Zoning Maps
3. Public Notices & Affidavits



EXHIBIT 1

City of Richland
Development Services

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

Zoning Map Amendment Application

Note: A Pre-Application meeting is required prior to submittal of an application.

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: RAYMOND FRENCH

Address: 900 HARVEST LN PR NE, RICHLAND, WA 99352

Phone: N/A

Email: N/A

APPLICANT/CONTRACTOR INFORMATION (if different)

☒ Contact Person

Company: STORY FAMILY FIVE, LLC

UBI#: 604176699

Contact: TIM STORY

Address: PO BOX 2289, RICHLAND, WA 99352

Phone: 509.302.6136

Email: TIM@SANTILLANHOMES.COM

DESCRIPTION OF WORK

Rezone and subdivision of 29.19 acres located west of Sirron Avenue and east of White bluffs subdivision, known as the French Orchard. The property will be re-zoned from SAG to R-1-10, matching the surrounding neighborhoods. The property will be subdivided into approximately 79 lots with public roads, sewer, water and dry utilities. Public sewer will be provided by the City of Richland and will be connected to an existing sewer stub at Jasper Street. Public water will be connected to existing water stubs at Jasper Street, Tomich Avenue and Samish Drive. The property is located within the KID boundary and will be served with KID irrigation water.

PROPERTY INFORMATION

Parcel #: 120981000002004

Legal Description: SW 1/4 OF NE 1/4 OF SECTION 20, TOWNSHIP 9N, RANGE 28E (full legal description included with title report)

Current Zoning: Suburban Agriculture (SAG)

Current Comp Plan: Low Density Residential

Requested Zoning: R-1-10 (SFR)

Current Use: Orchard and Native

Proposed Use: SFR Subdivision Development

Area of Property: 29.19 Acres

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved
3. Other information as determined by the Administrator

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE

The unique characteristics, if any, of the property or circumstances of the owner:

The property is currently a mix of vacant land and orchard land, but is surrounded by R-1-10 single family residential developments on the East, West, and South sides. Existing roads are stubbing to the property from the East and West sides. It is assumed that the City intends for this land to be developed to match the surrounding developments.

Any hardship that may result in the event the rezone is not granted:

If a rezone is not granted, the land cannot be developed as proposed. If it cannot be developed as proposed, then the project cannot move forward and the value of the land will be expected to decrease, affecting the current property owner and any future land sales.

The manner in which the proposed rezone conforms to patterns in adjacent zones:

The property is surrounded by R-1-10 single family residential developments on the East, West, and South sides, with existing roads stubbing to the property. It is assumed that the City intends for this land to be developed to match the surrounding developments.

Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:

Granting the rezone will support development that will provide additional housing and greater road connectivity. Increased connectivity will benefit both emergency response vehicles, as well as the neighboring developments that utilize the existing roads.

Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:

Granting the rezone will support development that is consistent with the current land use and anticipated development in the Comprehensive Plan.

The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:

Granting the rezone will support development that will provide additional housing, which can generate additional tax revenue for the City. Increased connectivity will benefit emergency response vehicle routes and response times.

Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:

Granting the rezone will support development that is consistent with the current land use and anticipated development in the Comprehensive Plan. The current zoning and use of the land does not support the Comprehensive Plan's intended use of the land.

Whether the proposed rezone represents spot zoning and whether a larger area should be considered:

Granting the rezone will eliminate existing spot zoning and will provide zoning continuity with the surrounding areas.

Identify impacts on the environment and public safety:

Granting the rezone will allow for residential development of native and agricultural lands. The rezone would allow development that will increase public safety by providing greater lighting and street connectivity within the project area. Emergency vehicle response times and routes would also be improved, which will increase public safety.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: TIM STORY

Applicant Signature:  Date 5-10-2024



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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 EXTRACTIONAL 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
Stewart Title Company
7913 W. Grandridge Blvd
Kennewick, WA 99336



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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

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File No.: 2216093

ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



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;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature 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.

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ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



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.
- 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.

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ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



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)

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Escrow Officer: Jessica Jackman
Phone: (509) 378-3331
Email: JackmanTeam@stewart.com

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

Issuing Agent: Stewart Title Company
Issuing Office: 7913 W. Grandridge Blvd, Kennewick, WA 99336
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2216093
Issuing Office File Number: 2216093
Property Address: 1004 Sirron Avenue, Richland, WA 99352
Revision Number:

Title Officer: Tri-Cities Title Team
Phone: (509) 783-8300
Email: TCTitleTeam@stewart.com

1. Commitment Date: December 27, 2023 at 8:00AM

2. Policy to be issued: **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard	Amount:	\$3,222,000.00
(Underwriting fee - 11%)	Premium:	\$5,300.00
	Tax:	\$461.10
	Total:	\$5,761.10

Proposed Insured: Story Family Five LLC

(b) 2021 ALTA® Loan Policy - Extended	Amount:	
(Underwriting fee - 11%)	Premium:	\$0.00
	Tax:	
	Total:	\$0.00

Proposed Insured: To Be Determined

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:

Ray and Miriam French, as Trustees or their Successor Trustees of the Ray and Miriam French Revocable Living Trust, dated January 5, 1983

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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File No.: 2216093

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Escrow Officer: Jessica Jackman
Phone: (509) 378-3331
Email: JackmanTeam@stewart.com

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2216093

The Southwest quarter of the Northeast quarter of Section 20, Township 9 North, Range 28 East, W.M., Benton County, Washington;

Except that portion described as follows:

Beginning at the Northeast corner of said Southwest quarter of the Northeast quarter;

Thence South 88°47'27" West, along the North line of said Southwest quarter of the Northeast quarter, for 1320.95 feet to the Northwest quarter of said subdivision;

Thence South 00°43'01" East, along the West line of said subdivision, for 518.00 feet;

Thence North 88°47'27" East for 669.31 feet;

Thence North 01°09'11" East for 331.19 feet;

Thence North 88°47'27" East for 640.13 feet to the East line of said subdivision;

Thence North 00°30'12" West, along said East line, for 187.09 feet to the point of beginning.

Situate in the County of Benton, State of Washington.

[MAP](#)

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2216093

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. Payment of Real Estate Excise Tax, if applicable.

Beginning January 2, 2020, the State of Washington switched to a graduated Excise Tax scale based on the selling price of the property. ([RCW.45.060](#))

As of January 1, 2023, the rates are as follows:

\$525,000.00 and less: 1.1%, plus local rate of .25% or .50%

Greater than \$525,000.00 and less than or equal to \$1,525,000.00: 1.28% plus local rate of .25% or .50%

Greater than \$1,525,000.00 and less or equal to \$3,025,000.00: 2.75%, plus local rate of .25% or .50%

Greater than \$3,025,000.00: 3%, plus local rate of .25% or .50%

6. 2024 Property Taxes became a Lien January 1, 2024. They are not yet ascertainable or payable until February 15, 2024.

Levy Code: R5

Tax Account No.: [1-2098-100-0002-004](#)

Land: \$706,860.00

Improvements: \$35,350.00

Note: Taxes and Charges for 2023 were paid in full in the amount of \$878.16.

7. The lands described herein have been classified as Current Use and are subject to the provisions of RCW 84.34 which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years.
Any sale or transfer of all or a portion of said property requires execution of a notice of continuance form by the new owner prior to closing with submission to the County Assessor at least 2 weeks prior to recording for approval of continuance or removal.
NOTE: If the proposed transaction involves a sale of the property so classified or designated, there will be additional requirements regarding the Real Estate Tax Affidavit. Please contact Benton County Assessor or the Company for additional information.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

8. Current and/or advance personal property taxes for 2024 may become due upon transfer or sale of the premises herein described. Please contact the Benton County Treasurer's office for further information.
9. Assessments and/or LIDs, if any, as may be assessed by Kennewick Irrigation District. For balances, payoffs, and further information, please email title@kid.org.
10. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
11. Any unrecorded leaseholds, rights of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.
12. Any security interest in crops growing or to be grown on said premises or in any goods which are or may become fixtures located on said premises created or existing under provisions of the Uniform Commercial Code RCW 62A
13. Furnish for examination an authentic copy of the trust known as the Ray and Miriam French Revocable Living Trust dated January 5, 1983, and any amendments thereto, or, in the alternative, a Trust Certification in the manner provided by law, together with relevant portions of the trust. Upon receipt thereof, we reserve the right to make such further requirements and/or exceptions as we deem necessary.
14. As to the Story Family Five LLC (buyer/seller) (a) Certificate of Existence from the Secretary of State's Office of the state where formed. (b) Copy of the Articles of Organization filed with the Secretary of State's Office where formed, as well as copies of all amendments thereto. (c) Copy of the Operating Agreement of the limited liability company, as well as any amendments thereto. (d) Certificate of the Manager(s) authorizing the transaction and which states that there have been no amendments to the Articles of Organization of Operating Agreement or that copies of all amendments are attached as an exhibit to the Certificate of Manager(s); or require Certificate of all members authorizing transaction. At the time the Company is furnished these items, the Company may make additional requirement or exceptions as deemed necessary.
(e) A satisfactory search of the records against the names of a single member or community property members LLC.
15. Right, title and interest of Raymond P. French and Thomas C. French as disclosed by Personal Representative Deed recorded May 1, 2023 under Auditor's File No. [2023008265](#).
16. Right, title and interest of French Family Trust, as disclosed by deed recorded March 8, 1994 under Auditor's File No. [1994-008156](#).
17. The attached [Commercial Title Affidavit](#) must be completed in full, notarized and submitted to the Company for review prior to closing.
18. If the policies to be issued are in excess of \$3,000,000.00 or involve unusual risks, approval to issue such policies must be obtained from Stewart Title Guaranty Company. This commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Stewart Title Guaranty Company.
19. Upon examination it has been determined that the subject property does not meet the underwriting qualifications to receive the coverage provided in the ALTA Homeowner's Policy of Title Insurance for a one- to four-family residence, due to the following condition: More than 1 acre. The coverage provided for the subject property will be the Standard ALTA Owner's Policy. The Policy and any applicable endorsements will be issued at the filed rate.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

NOTES

NOTE A: In order to assure timely recording all recording packages should be sent to:

Stewart Title Company
7913 W. Grandridge Blvd.
Kennewick, WA 99336

NOTE B: Recording fees charged by the county will be billed as follows: Deeds of Trust \$304.50 for the first page and \$1.00 for each additional page. Deeds \$303.50 for the first page and \$1.00 for each additional page. For Electronic Recorded documents, please add \$2.50 plus tax (based on Stewart Title Local Office) for King, Pierce, Snohomish and Thurston Counties and \$5.00 plus tax for all remaining counties in Washington.

NOTE C: The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Ptn of SWNE 20-9-28, in Benton County, WA

NOTE D: All matter regarding extended coverage have been cleared for the mortgagee's policy. Exceptions 1, 2, 3, 4, 5 and 6 shown in Schedule B, II herein will be omitted in said extended coverage mortgagee's policy.

NOTE E: The records of County and/or our inspection indicate that the address of the improvement is located on said land is 1004 Sirron Avenue, Richland, WA 99352

NOTE F: The Loan Policy to issue will contain an 8.1 (Environmental Protection Lien) Endorsement.

NOTE G: In the event of cancellation, a cancellation charge may be made.

NOTE H: Title to the estate or interest shown in Schedule A was acquired by Instrument No(s). [878325](#), [1994008156](#), and [2023008265](#).

NOTE I: The following deeds affecting the property herein described have been recorded within the last 36 months: Instrument No(s). [2023008265](#)

NOTE J: In order for Stewart Title to act as a Trustee under a Deed of Trust, they must appear as Stewart Title Company on the recorded document.

NOTE K: We find no pertinent matters filed or recorded against Story Family Five LLC.

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

NOTE: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

Format: Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.

Font size of 8 points or larger and paper size of no more than 8 1/2" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance, reference to auditor's file number or subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left hand 3" top margin.

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2216093

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:

1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, adverse circumstance, discrepancies, conflicts in boundary lines or shortages in area affecting the Title that would be disclosed by an accurate and complete and current survey of the Land.
3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. 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.
5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
6. 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.
7. Unpatented mining claims, and all rights relating thereto.
8. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
9. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
10. Water rights, claims or title to water.

SPECIAL EXCEPTIONS TO FOLLOW

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

1. Liability to future assessments by Kennewick Irrigation District.
2. Rights reserved in federal patents or state deeds, reservations, restrictions, land use and zoning laws, plat dedications and restrictive and protective covenants, easements and rights-of-way of record or in apparent use; and existing or future municipal, county, state or other governmental or quasi-governmental assessments, including LID assessments and utility tap or connection charges, if any.
3. Easement granted to Benton Rural Electric Association as more fully set forth in the instrument recorded July 6, 1960, as Document No. [439629](#).
4. Application for Classification as Farm and Agricultural Land and the terms and conditions thereof recorded under Instrument No. [670764](#).
5. Easement granted to Sirron Corporation, Marian J. Tomich and Rudy G. Tomich as more fully set forth in the instrument recorded February 17, 1978, as Document No. [750485](#).
6. Declaration of Covenant recorded under Recording Number [867708](#).
7. Easement granted to Benton Rural Electric Association as more fully set forth in the instrument recorded December 22, 1992, as Document No. [1992031924](#).
8. Easement granted to Kennewick Irrigation District as more fully set forth in the instrument recorded April 5, 2000, as Document No. [2000008216](#).
9. Unrecorded Lease(s) and the terms, provisions, and conditions thereof as disclosed by Assignment of Overriding Royalty Interest and the terms and conditions thereof recorded under Instrument No. [2005040193](#).

Title Company makes no representation as to the current ownership of said minerals reserved.

10. Survey and the terms and conditions thereof recorded under Instrument No. [2003042660](#).

END OF SCHEDULE B

Escrow Officer Location:

Stewart Title Company
7913 W. Grandridge Blvd
Kennewick, WA 99336

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

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File No.: 2216093

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 9 of 9

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "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 your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent 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 non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

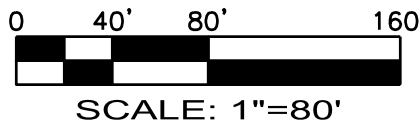
Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

**A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SEC. 20, TWN. 9 N, RGE. 28 E, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON**



THE EXISTING CULTURAL AND TOPOGRAPHIC DATA SHOWN ON THESE DRAWINGS HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, BARGHAUSEN CONSULTING ENGINEERS, INC. CANNOT ENSURE ACCURACY AND THUS IS NOT RESPONSIBLE FOR THE ACCURACY OF THAT INFORMATION OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THESE DRAWINGS AS A RESULT.

PER DEED AFN 2023-008265

SITUATE IN BENTON COUNTY, STATE OF WASHINGTON, TO WIT: SECTION 20 TOWNSHIP 9 RANGE 28 QUARTER NE; THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 9 RANGE 28 EAST, OF CLACKLAND, BENTON COUNTY, WASHINGTON, EXCEPT THAT PORTION DEFINED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 88°47'27" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER FOR 1320.95 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 00°43'01" EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, FOR 518.00 FEET; THENCE NORTH 88°47'27" EAST FOR 669.31 FEET; THENCE NORTH 01°09'11" EAST FOR 331.19 FEET; THENCE NORTH 88°47'27" EAST FOR 640.13 FEET TO THE EAST CORNER OF SAID SUBDIVISION; THENCE NORTH 00°30'12" WEST, ALONG SAID EAST LINE FOR 187.09 FEET TO THE POINT OF BEGINNING. (ALSO KNOWN AS SHORT PLAT #2790, RECORDED UNDER AFN #2004-005496 ON 02/20/2004).

STORY FAMILY FIVE, LLC

PO BOX 2289
RICHLAND, WA 99352
(509) 302-6136
CONTACT: TIM STORY

BARGHAUSEN CONSULTING ENGINEERS, INC
400 COLUMBIA POINT DRIVE, SUITE 101-E
RICHLAND, WA 99352
(425) 251-6222
CONTACT: NATHAN MACHIELA, PE

AHBL, INC.
5804 ROAD 90, SUITE H
PASCO, WA 99301
(509) 380-5883
CONTACT: JOHN BECKER, PLS

1004 SIRRON AVE, RICHLAND, WA 99352
GENERAL LOCATION: NORTH OF I-182, WEST
OF SIRRON AVE, EAST OF DALLAS RD, AND
SOUTH OF KENNEDY RD.

120981000002004

WATER:	CITY OF RICHLAND
SEWER:	CITY OF RICHLAND
IRRIGATION:	KID
TELEPHONE:	CHARTER / ZIPLY
POWER:	RICHLAND ENERGY SERVICES
GAS:	CASCADE NATURAL GAS CORPORATION

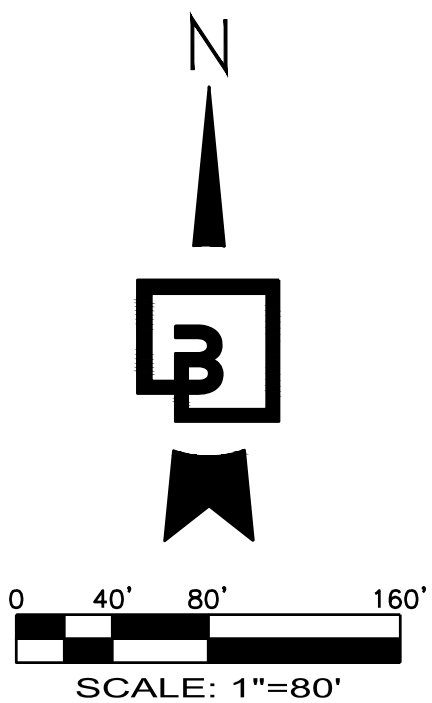
1 OF 2 COVER SHEET
2 OF 2 LOT LAYOUT

TRACT TABLE		
NAME	USE	AREA
TRACT A	FUTURE ROW	3,248 SF (0.07 ACRES)
TRACT B	STORMWATER POND	23,804 SF (0.55 ACRES)
TRACT C	KID CANAL/ROW	6,483 SF (0.15 ACRES)
TRACT D	KID CANAL/ROW	46,004 SF (1.06 ACRES)
TRACT E	KID IRRIGATION POND	66,369 SF (1.52 ACRES)
TOTAL AREA	-	145,908 SF (3.35 ACRES)

TRACT TABLE		
NAME	USE	AREA
TRACT A	FUTURE ROW	3,248 SF (0.07 ACRES)
TRACT B	STORMWATER POND	23,804 SF (0.55 ACRES)
TRACT C	KID CANAL/ROW	6,483 SF (0.15 ACRES)
TRACT D	KID CANAL/ROW	46,004 SF (1.06 ACRES)
TRACT E	KID IRRIGATION POND	66,369 SF (1.52 ACRES)
TOTAL AREA	-	145,908 SF (3.35 ACRES)

**Barghausen
Consulting Engineers, Inc.**
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 **barghausen.com**

**A PORTION OF THE SW 1/4 OF THE NE 1/4 OF SEC. 20, TWN. 9 N, RGE. 28 E, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON**



Parcel #	Area
41	9,375 SF
42	9,368 SF
43	9,375 SF
44	9,375 SF
45	10,735 SF
46	10,448 SF
47	9,375 SF
48	9,375 SF
49	9,374 SF
50	13,111 SF
51	9,430 SF
52	12,117 SF
53	18,594 SF
54	17,549 SF
55	15,643 SF
56	11,576 SF
57	11,970 SF
58	12,364 SF
59	13,059 SF
60	13,882 SF
61	16,108 SF
62	17,869 SF
63	17,273 SF
64	12,989 SF
65	9,375 SF
66	9,519 SF
67	17,433 SF
68	12,679 SF
69	9,450 SF
70	9,450 SF
71	9,450 SF
72	9,450 SF
73	9,450 SF
74	9,450 SF
75	9,450 SF
76	9,450 SF
77	9,450 SF
78	9,450 SF
79	10,650 SF

TRACT TABLE		
NAME	USE	AREA
TRACT A	FUTURE ROW	3,248 SF (0.07 ACRES)
TRACT B	STORMWATER POND	23,804 SF (0.55 ACRES)
TRACT C	KID CANAL/ROW	6,483 SF (0.15 ACRES)
TRACT D	KID CANAL/ROW	46,004 SF (1.06 ACRES)
TRACT E	KID IRRIGATION POND	66,369 SF (1.52 ACRES)
TOTAL AREA	-	145,908 SF (3.35 ACRES)

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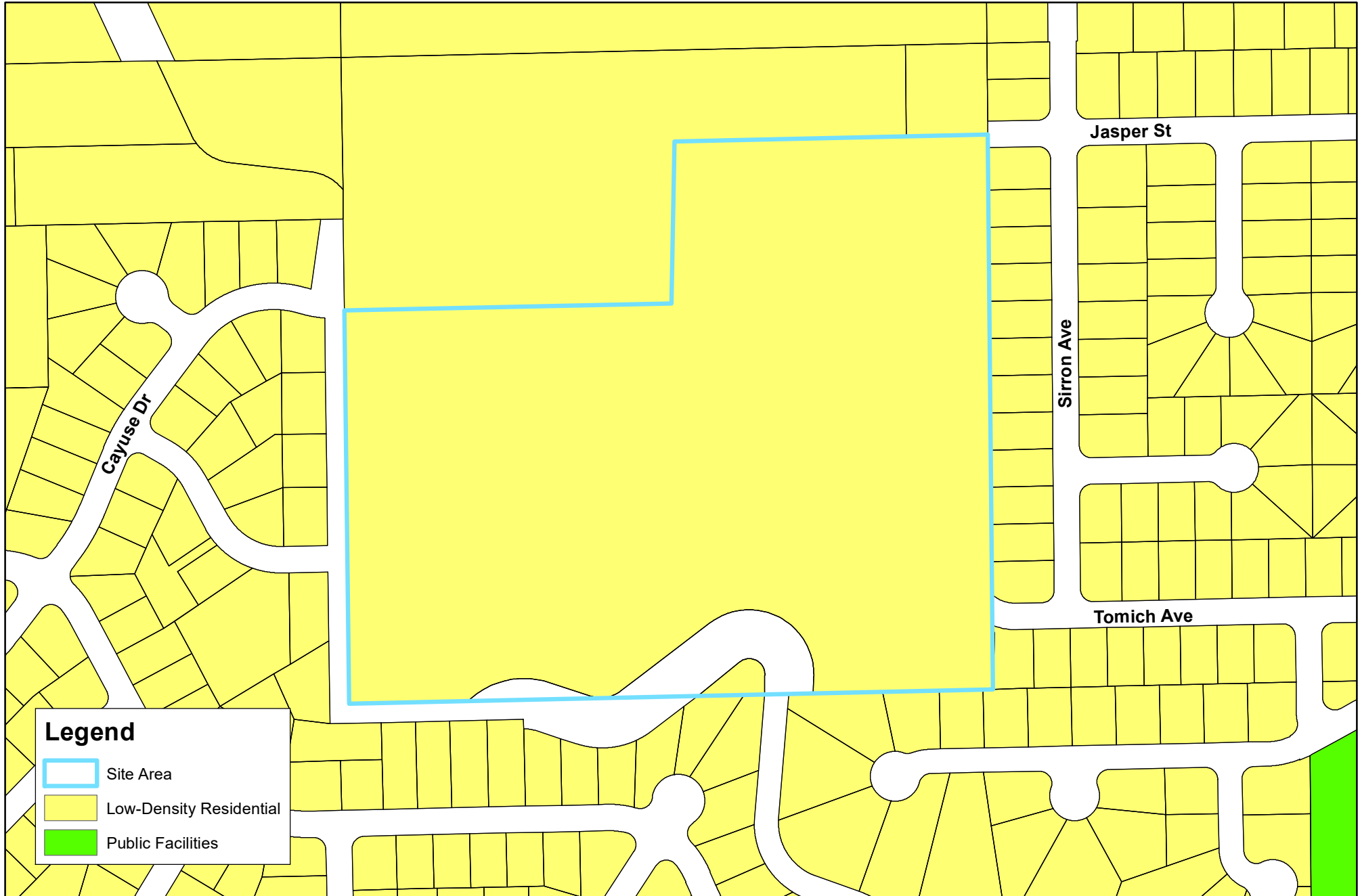
Land Use Map

Item: The Estates at White Bluffs Applicant:
Tim Story
File #: S2024-103, Z2024-104, EA2024-115

EXHIBIT 2



0 100 200 400 Feet

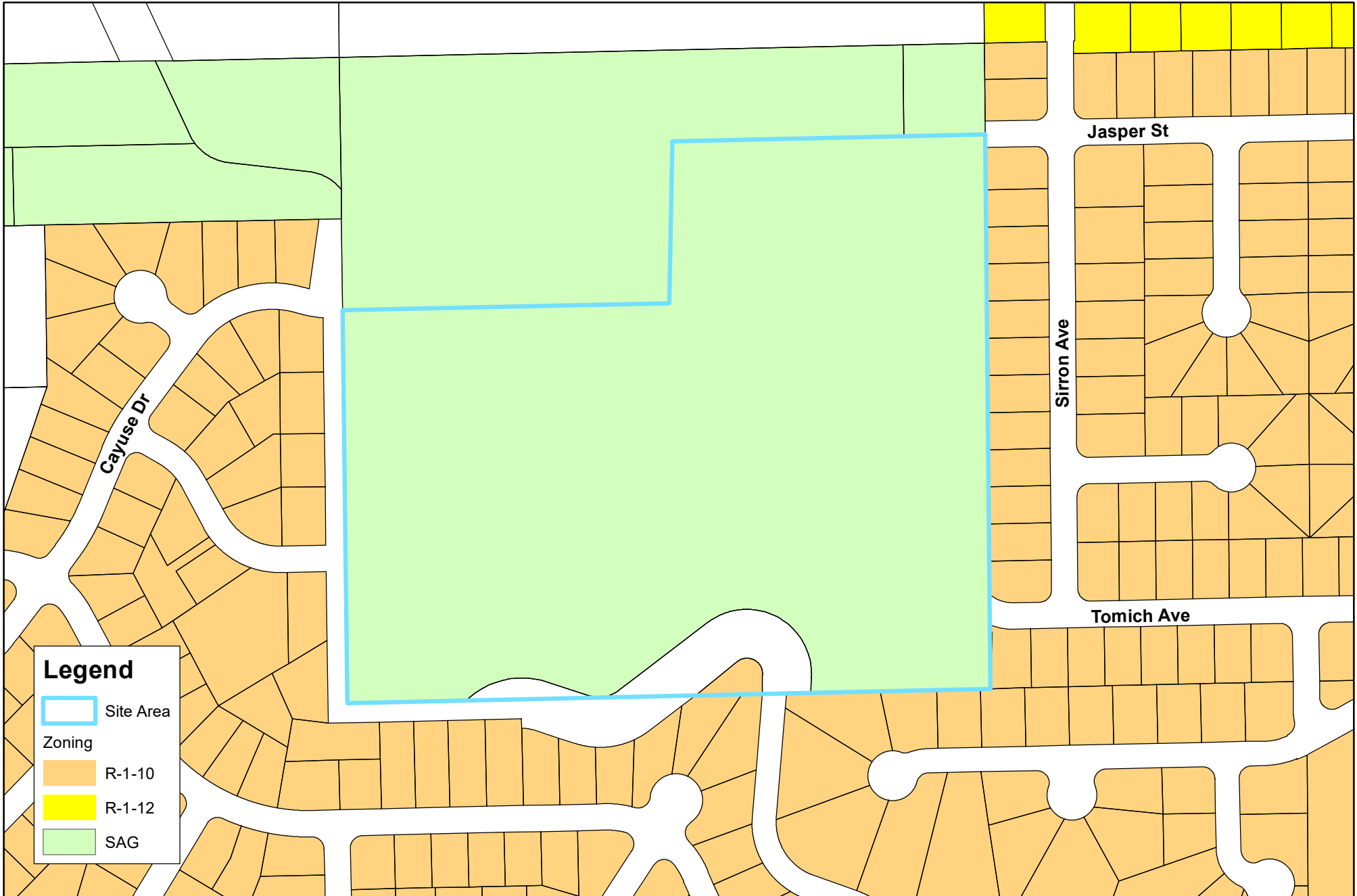


Zoning Map

Item: The Estates at White Bluffs Applicant:
Tim Story
File #: S2024-103, Z2024-104, EA2024-115



0 100 200 400 Feet





Richland

CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (Z2024-104, S2024-103 & EA2024-115)

Notice is hereby given that Story Family Five, LLC has filed rezone and preliminary plat applications to: 1) rezone the site from Suburban Agriculture (SAG) to Low-Density Residential (R-1-10) reflecting the City's Comprehensive Plan, and 2) subdivide a 29+ acre site into 79 lots (Preliminary Plat of The Estates at White Bluffs).

Project Site: The project site is located at 1004 Sirron Ave., which is located approximately 150-feet west of the intersection of Sirron Ave. and Jasper St. and approximately 150-feet west of the intersection of Sirron Ave. and Tomich Ave. (APN 120981000002004).

Public Hearing: The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, September 9, 2024 at City Hall, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

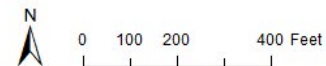
Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed at www.ci.richland.wa.us.

Public Comment: Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may emailed to mstevens@ci.richland.wa.us. The deadline for written comments is 6:00 p.m., Sunday, September 8, 2024. However, written comments must be received no later than 5:00 p.m. on Friday, August 30, 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, Title 19 Development Regulations Administration and Title 24 Plats and Subdivisions. 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: The Estates at White Bluffs
Applicant: Tim Story
File #: S2024-103

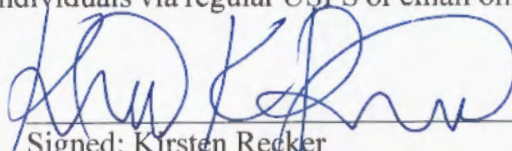


AFFIDAVIT OF MAILING

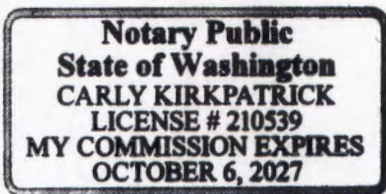
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

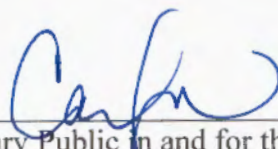
COMES NOW, Kirsten Recker, who, being first duly sworn upon oath deposes and says:

- I am an employee in the Planning & Development Department for the City of Richland.
- On the 9th day of August 2024, I mailed a copy of the attached CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (Z2024-104, S2024-103 & EA2024-115) to the attached list of individuals via regular USPS or email on the date indicated above.


Signed: Kirsten Recker

SIGNED AND SWORN to before me this 9th day of August 2024 by




Notary Public in and for the State of Washington,
Carly Kirkpatrick
Print Name
Residing at Benton County
My appointment expires: Oct. 6, 2024

AFFIDAVIT OF MAILING - 1
Notice of Closed Record Hearing attached.
Address list attached.

DROUBAY TIMOTHY & ANNEMARIE E
1316 TOMICH AVE
RICHLAND, WA 99352

SELLE TRUSTEE CALVIN
1288 TOMICH AVE
RICHLAND , WA 99352

KENNEWICK IRRIGATION DISTRICT
2015 S ELY ST BLDG A
KENNEWICK, WA 99337

MATHESON JOHN R & ANGELA R
4680 RAU ST
RICHLAND, WA 99352-7831

FRENCH RAYMOND P & FRENCH THOMAS C
900 HARVEST LN PR NE
RICHLAND, WA 99352

HARILAL SIVANANDAN S & BINDHU
1387 KENSINGTON WAY
RICHLAND, WA 99352

PALMER BRUCE J
1411 KENSINGTON WAY
RICHLAND, WA 99352

MENDOZA DANIEL L & STEPHANIE E
4824 COWLITZ BLVD
RICHLAND, WA 99352

ROBBINS THEODORE E & SARAH M
1005 KLIKITAT ST
RICHLAND, WA 99352

COLBY NICHOLAS C
4699 COWLITZ BLVD
RICHLAND , WA 99352

WILLIAMS RODNEY L & LOU ANN K
1308 TOMICH AVE
RICHLAND, WA 99352

HAGER JEFFREY JOSEPH & JACQUELINE RACHEL
1266 TOMICH AVE
RICHLAND, WA 99352

FOSTER JAMES LEONARD & LUCINDA DONNETTE
4851 RAU LN
RICHLAND, WA 99352

FRENCH ROBIN W
955 HARVEST LN PR NE
RICHLAND , WA 99352

SHEPHERD DENNIS M & LANA E
1375 KENSIINGTON WAY
RICHLAND, WA 99352

SHRIVASTAVA MANISHKUMAR B & PREETI
1399 KENSINGTON WAY
RICHLAND , WA 99352

ROBERTS BART JOSEPH & CHERYL RUTH
4812 COWLITZ BLVD
RICHLAND , WA 99352

CITY OF RICHLAND
625 SWIFT BLVD. MS-09
RICHLAND , WA 99352

LAVALLE ADAM
4711 COWLITZ BLVD
RICHLAND, WA 99352

JUAREZ HEIDI M & AARON R
4687 COWLITZ BLVD
RICHLAND, WA 99352

HUMMER JAMES H
4675 COWLITZ BLVD
RICHLAND, WA 99352

RICHELIEU RACQUEL & BARKER DIANNA
4651 COWLITZ BLVD
RICHLAND, WA 99352

VAN LEUVEN AARON & JAMIE
4572 COWLITZ BLVD
RICHLAND, WA 99352

SORENSEN WHITNEY K & THOMAS CARL
4596 COWLITZ BLVD
RICHLAND, WA 99352

MCMANUS TRUSTEES CRAIG KEVIN & MEGAN EDITH
4620 COWLITZ BLVD
RICHLAND, WA 99352

BOWEN STEVEN H & JANET D
4644 COWLITZ BLVD
RICHLAND, WA 99352

CARSON CLAUDIA & JAMES
4668 COWLITZ BLVD
RICHLAND, WA 99352

DEPP JR LEWIS E & CHRISTY M
4692 COWLITZ BLVD
RICHLAND, WA 99352

NIDA LEVI T & AMANDA L
4716 COWLITZ BLVD
RICHLAND , WA 99352

MEQUET CHRISTOPHER & SHAILA
4740 COWLITZ BLVD
RICHLAND, WA 99352

URDAHL TAUNI & TUCKER
4663 COWLITZ BLVD
RICHLAND , WA 99352

MCMANUS TRUSTEES CRAIG KEVIN & MEGAN EDITH
4620 COWLITZ BLVD
RICHLAND, WA 99352

WEINMAN NATHANIEL
4584 COWLITZ BLVD
RICHLAND, WA 99352

SAFFELL MICHAEL & TIFFANY
4608 COWLITZ BLVD
RICHLAND, WA 99352

KOH KATHERINE
4632 COWLITZ BLVD
RICHLAND, WA 99352

ARTHUR GREG & BILLIE
4656 COWLITZ BLVD
RICHLAND, WA 99352

LANCHEROS VICTOR H & CORINA L
4680 COWLITZ BLVD
RICHLAND, WA 99352

FEASTER JARED L & JESSICA A
4704 COWLITZ BLVD
RICHLAND, WA 99352

SINGH SURINDER
4728 COWLITZ BLVD
RICHLAND, WA 99352

DECHTER STEPHEN MARK & SHARON A
4752 COWLITZ BLVD
RICHLAND, WA 99352

SMITH DONALD K & SUSAN F
967 SIRRON AVE
RICHLAND, WA 99352-7740

FRENCH THOMAS C & PAULETTE C
4408 JASPER ST
RICHLAND, WA 99352

NIELSEN CHRISTOPHER
989 SIRRON AVE
RICHLAND, WA 99352

OWENS NEKI
1015 SIRRON AVE
RICHLAND , WA 99352

GEE NATHAN & COLLEEN
1031 SIRRON AVE
RICHLAND , WA 99352

CARTER ROBERT & BARBARA
1045 SIRRON AVE
RICHLAND, WA 99352

ADAMS TONY JOHN & VIRGINIA MARIE
1061 SIRRON AVE
RICHLAND, WA 99352

BRASSFIELD BRIAN S
1077 SIRRON AVE
RICHLAND, WA 99352

ROSS CHRISTOPHER & LINDSEY
4764 COWLITZ BLVD
RICHLAND, WA 99352

WINGFIELD RICHARD DANIEL & KAILEY CHRISTINE
4788 COWLITZ BLVD
RICHLAND, WA 99352

WITTE CRAIG E
4366 JASPER ST
RICHLAND, WA 99352

ZIMMERMANN JONATHAN & BARBARA
975 SIRRON AVE
RICHLAND, WA 99352

MOORE WILLIAM R & JUDY M
1007 SIRRON AVE
RICHLAND, WA 99352

KIRBY NICOLE R
1023 SIRRON AVE
RICHLAND, WA 99352

MORGAN MAXWELL & ALAINA
1037 SIRRON AVE
RICHLAND, WA 99352

SIVANISH PAUL H & JANET L
1053 SIRRON AVE
RICHLAND, WA 99352

LANDON PATRICK M & AMELIA L
1069 SIRRON AVE
RICHLAND, WA 99352

HIEBERT DOUGLAS G
15674 WEST WEDGE WAY
MORRISON, CO 80465

HARTMAN HEATHER E & ROMERO STEVEN J
4776 COWLITZ BLVD
RICHLAND, WA 99352

MCCOOK DANIEL P & CASSIE L
4800 COWLITZ BLVD
RICHLAND, WA 99352

HEALY HEATHER & BRACKNEY PAUL A
1076 SAMISH DRIVE
RICHLAND , WA 99352

KIRSCHENMANN STEVEN S & LACY M
1064 SAMISH DR
RICHLAND , WA 99352

NELSON KYLE & ALYSSA
1051 SAMISH DR
RICHLAND, WA 99352

LEDFORD ANDREW & BETH
1075 SAMISH DR
RICHLAND , WA 99352

LOPEZ LUIS & CHRISTINA
1416 S OLYMPIA PL
KENNEWICK, WA 99337

LITE III DONALD J & KIMBERLY
1087 SAMISH DRIVE
RICHLAND , WA 99352

KNIGHT RANAE JOY
928 CAYUSE DR
RICHLAND, WA 99352

WEBB CURTIS J & MELISSA R
900 CAYUSE DRIVE
RICHLAND, WA 99352

HARRIS JOHN R & SARAH L
877 CAYUSE DR
RICHLAND, WA 99352

BROADBENT KYLE D & AMY E
901 CAYUSE DR
RICHLAND, WA 99352

LITKA DEVAN J & ALEXANDRIA N
1070 SAMISH DR
RICHLAND , WA 99352

COURTNEY TODD A & TIERA L
1052 SAMISH DR
RICHLAND, WA 99352

CAMPBELL JR ROBERT ANDREW & JOAN
1063 SAMISH DRIVE
RICHLAND , WA 99352

BLANC MICHAEL & KAYLIE
4701 TULALIP CT
RICHLAND, WA 99352

WITT MORGAN F & ALEXANDRA A
4708 TULALIP CT
RICHLAND , WA 99352

WITT FREDERICK & ANTONIA
940 CAYUSE DR
RICHLAND, WA 99352

CHUNN CALVIN B & KAYLEE E
916 CAYUSE DR
RICHLAND , WA 99352

SOULAMI AYOUB & HRAM ASMAE
880 CAYUSE DR
RICHLAND, WA 99352

ATENCIO GREG A & JULIANNE H
889 CAYUSE DR
RICHLAND, WA 99352

QIN CHUAN & ZHU QIMEI
4750 SIOUX CT
RICHLAND, WA 99352

FRENCH ROBIN W
955 HARVEST LN PR NE
RICHLAND , WA 99352

BOWER MELISSA A
1255 TOMICH AVE
RICHLAND, WA 99352

LOBDELL JON L & KERI A
4391 LIMESTONE CT
RICHLAND, WA 99352

MADDISON ROGER & ANITA
1062 SIRRON AVE
RICHLAND , WA 99352

TUAN ALLAN C & YOLANDA H
1312 PAIGE ST
RICHLAND, WA 99352

ROBLES SAMUEL
1032 SIRRON AVE
RICHLAND, WA 99352

FRENCH THOMAS C & PAULETTE C
4408 JASPER ST
RICHLAND, WA 99352

LAWING KEITH J & JAMIE C
1024 SIRRON AVE
RICHLAND, WA 99352

TRUSTEES BRANDT CHARLES MOHR & JENNIFER AIMEN
YOUNG
1351 KENSINGTON WAY
RICHLAND, WA 99352

ADHIKARI LALIT & KARKI ROSHANI
1423 KENSINGTON WAY
RICHLAND, WA 99352

BACHAUD GRANT C & MICHELLE K
1093 SIRRON AVE
RICHLAND, WA 99352-7805

NELSON DARRYL W
1277 TOMICH AVE
RICHLAND, WA 99352

QUANG HA THIEN-AN & NGUYEN CHAU
4369 LIMESTONE CT
RICHLAND , WA 99352

MEEKS FRED & MARLENE
1054 SIRRON AVE
RICHLAND, WA 99352

HANSEN PAUL A & SONJA A
1038 SIRRON AVE
RICHLAND, WA 99352

CUMMINGS TRACEY R
4395 KIMBERLY ST
RICHLAND, WA 99352

DAVIS TRUSTEES RICHARD H & JEANNE T
4367 JASPER ST
RICHLAND, WA 99352

ELLENBEST ROBERT & RANDI
1339 KENSINGTON WAY
RICHLAND, WA 99352

JACKSON JASON & PETERSON KIMBERLY
1363 KENSINGTON WAY
RICHLAND, WA 99352

JENSEN JASON & EMILY
1400 KENSINGTON WAY
RICHLAND, WA 99352

HEID DANIEL B & CHERYL L
1388 KENSINGTON WAY
RICHLAND, WA 99352

KINNEY REED J & SOPHIA M
1376 KENSINGTON WAY
RICHLAND, WA 99352

WAGGONER JACK BRANDON
1364 KENSINGTON WAY
RICHLAND, WA 99352

LUKSIC STEVEN
1352 KENSINGTON WAY
RICHLAND, WA 99352

PHONGSA HEATHER M & ANONG S
1324 KENSINGTON WAY
RICHLAND, WA 99352

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

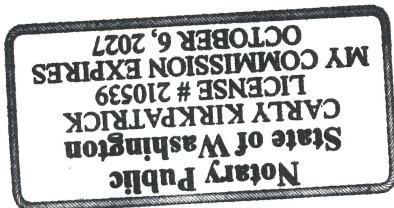
COMES NOW, **Kyle Hendricks**, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.
2. On the 16th day of August 2024, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2024-103 (The Estates at White Bluffs Preliminary Plat) in the following location:

The western terminus of Jasper Street.


Signed: Kyle Hendricks

SIGNED AND SWORN to before me this 16th day of August, 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 PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36823	582221	Print Legal Ad-IPL01885500 - IPL0188550	HE PHN Z 2024-104	\$200.39	1	69 L

Attention: (company)
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: Story Family Five, LLC has filed a rezone and preliminary plat application to: 1) rezone the site from Suburban Agriculture (SAG) to Low-Density Residential (R-1-10) reflecting the City's Comprehensive Plan; and 2) subdivide a 29+ acre site into 79 lots (Preliminary Plat of The Estates at White Bluffs).

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed at www.ci.richland.wa.us.

Public Hearing: The Richland Hearing Examiner will conduct a public hearing and review of the application on **Monday, September 9, 2024 at 5:00 p.m.** in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

Public Comment: Any person desiring to express their views or to be notified of any decision pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Friday, August 30, 2024, to be incorporated into the staff report. Comments received after that date will be entered into the record at the meeting.

Appeal: The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration and Title 23 Zoning. Appeal procedures of decisions related to the above-referenced application 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 18, 2024
IPL0188550
Aug 18 2024

COUNTY OF BENTON)
SS
STATE OF WASHINGTON)

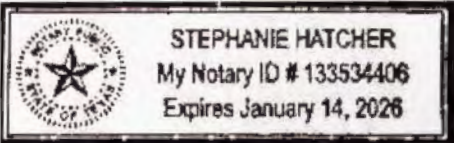
Mary Castro, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more 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 08/18/2024, and ending on 08/18/2024 and that said newspaper was regularly distributed to its subscribers during all of this period.

1 insertion(s) published on:
08/18/24

Mary Castro

(Signature of Legals Clerk)
Sworn to and subscribed before me this 19th 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!



HEARING EXAMINER AGENDA ITEM COVERSHEET

Meeting Date: 9/9/2024

Agenda Category: New Business - Public Hearing

Prepared By: Mike Stevens, Planning Manager

Subject:

S2024-103 Preliminary Plat of The Estates at White Bluffs

Department:

Development Services

Recommended Motion:

The applicant's have requested that the public hearing be continued to a later date in order to provide them with adequate time to address several comments that were received during the review process.

Summary:

Story Family Five, LLC has submitted a Preliminary Plat Application for the development of an approximately 29-acre site, with seventy-nine (79) residential lots, five (5) tracts and related infrastructure.

Attachments:

1. Postpone Request

Stevens, Mike

From: Nathan Machiela <nmachiela@Barghausen.com>
Sent: Friday, August 30, 2024 9:50 AM
To: Stevens, Mike
Subject: The Estate at White Bluffs

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Mike, you can pull the prelim plat from the docket and only include the rezone.

Thanks,

Nathan Machiela, P.E. | Senior Civil Project Manager

Office: 425-251-6222 | Cell: 509-579-1887

Barghausen Consulting Engineers, Inc.

400 Columbia Point Drive, Suite 101-B

Richland, WA 99352

www.barghausen.com