



## **Agenda**

Hearing Examiner Meeting

Monday, May 11, 2026

Richland City Hall - Council Chambers

625 Swift Boulevard

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### **Public Hearing - 6:00 p.m.**

#### **Public Hearing Explanation**

#### **Public Hearing**

- I. 2155 Keene Road Rezone - PLN-T3A-2026-00006  
- Ryan Nelson, Planner

#### **Adjournment**

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (RCW Ch. 42.30) 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 STAFF REPORT

Meeting Date: 5/11/2026

Agenda Category: Public Hearing

Prepared By: Ryan Nelson, Planner

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**Subject**

2155 Keene Road Rezone - PLN-T3A-2026-00006

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**Department**

Development Services

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**Recommended Motion**

Approval.

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**Summary**

Rick Simon of RPS Planning Consultant LLC, on behalf of the property owner, Mallikajurana Vallem of Columbia Valley Properties, has submitted a Zoning Map Amendment application, requesting to rezone 2155 Keene Road, parcel numbers 122983000001009 and 122983000002008, from the Suburban Agricultural (SAG) and Agricultural (AG) zoning districts to the retail business use (C-2) district. The purpose of this change is to enable commercial development to proceed in agreement with the underlying City Comprehensive Plan land use designation of Commercial (COM).

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 with a recommendation made to city council as part of a closed record public hearing.

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**Attachments**

- I. PLN-T3A-2026-00006 Full Staff Report

**CITY OF RICHLAND**  
**PLANNING DIVISION**

625 Swift Boulevard, MS-35  
Richland, WA 99352  
(509) 942-7794



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

GENERAL INFORMATION:

**Proposal Name:** 2155 Keene Road Rezone

**Location:** 2155 Keene Road (Assessor Parcel Numbers 122983000001009 and 122983000002008)

**Applicant(s):** Rick Simon of RPS Planning Consultant LLC

**Property Owner:** Mallikajurana Vallem of Columbia Valley Properties Holdings LLC

**File #:** PLN-T3A-2026-00006

**Description:** Request to rezone 2155 Keene Road (APN 122983000001009 and 122983000002008) from Suburban Agricultural (SAG) and Agricultural (AG) to Retail Business Use (C-2).

**Project Type:** Type IIIA Site-Specific Rezone

**Hearing Date:** May 11, 2026

**Report By:** Ryan Nelson, Senior Planner

**Recommended Action:** Approval

## Vicinity Map

Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006

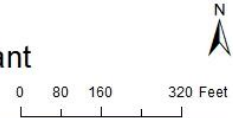


Figure 1 – Vicinity Map

### **Description of Proposal**

Rick Simon of RPS Planning Consultant LLC, on behalf of the property owner, Mallikajurana Vallem of Columbia Valley Properties, has submitted a Zoning Map Amendment application, requesting to rezone 2155 Keene Road, parcel numbers 122983000001009 and 122983000002008, from the Suburban Agricultural (SAG) and Agricultural (AG) zoning districts to the retail business use (C-2) district. The purpose of this change is to enable commercial development to proceed in agreement with the underlying City Comprehensive Plan land use designation of Commercial (COM). Figure 1 (above) shows the site within its larger context.

### **Reviewing Authority and Applicable Codes**

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:

#### RMC 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] and Agricultural [AG] zoning was adopted for the site?
2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?

**Site Description & Adjacent Land Uses**

This rezone is comprised of two (2) parcels totaling approximately 10.26 acres in size and is located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, east of Tulare Street, and northwest of Fairhaven Loop.

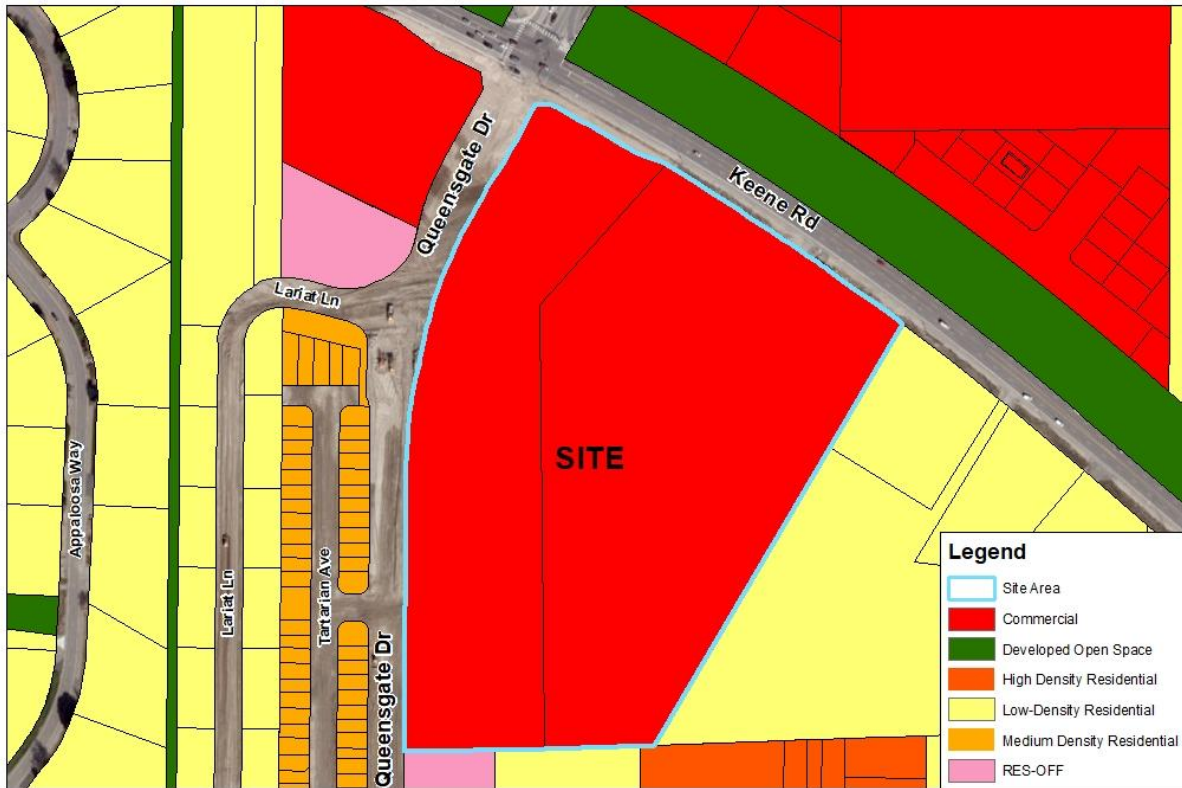
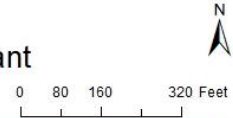
The project site is relatively flat with a downward slope going north towards Keene Road and has been cleared of any prior vegetation.

Current Land Use Designations and Uses:

<b>Parcel Number</b>	<b>Land Use Classification</b>	<b>Current Use</b>
122983000001009	Commercial	Former Ag Land
122983000002008	Commercial	Former Open Space

## Land Use Map

Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006



**Figure 2 – Land Use Map**

### Applicable City Goals & Policies

Provided below is a set of the City's Comprehensive Plan goals & policies which are particularly applicable to the proposed rezone application.

#### **Land Use Element – Goal 1**

*Plan for the growth within the urban growth area and promote compatible land use.*

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

#### **Land Use Element – Goal 2**

*Establish land uses that are sustainable and create a livable and vibrant community.*

- Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial, industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.
- Policy 3: Ensure that the intent of the land use and districts are maintained.

#### **Land Use Element – Goal 4**

*Promote commercial and industrial growth that supports the City’s economic development goals.*

- Policy 1: Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and development services.
- Policy 5: In areas where residential uses are in close proximity to industrial or commercial lands, adequate development standards should be use in industrial or commercial developments to mitigate the impacts on residential uses.

#### **Land Use Element – Goal 5**

*Ensure connectivity that enhances community access and promotes physical, social and overall well-being so residents can live healthier and more active lives.*

- Policy 1: Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transport.

#### **Current Zoning Designations**

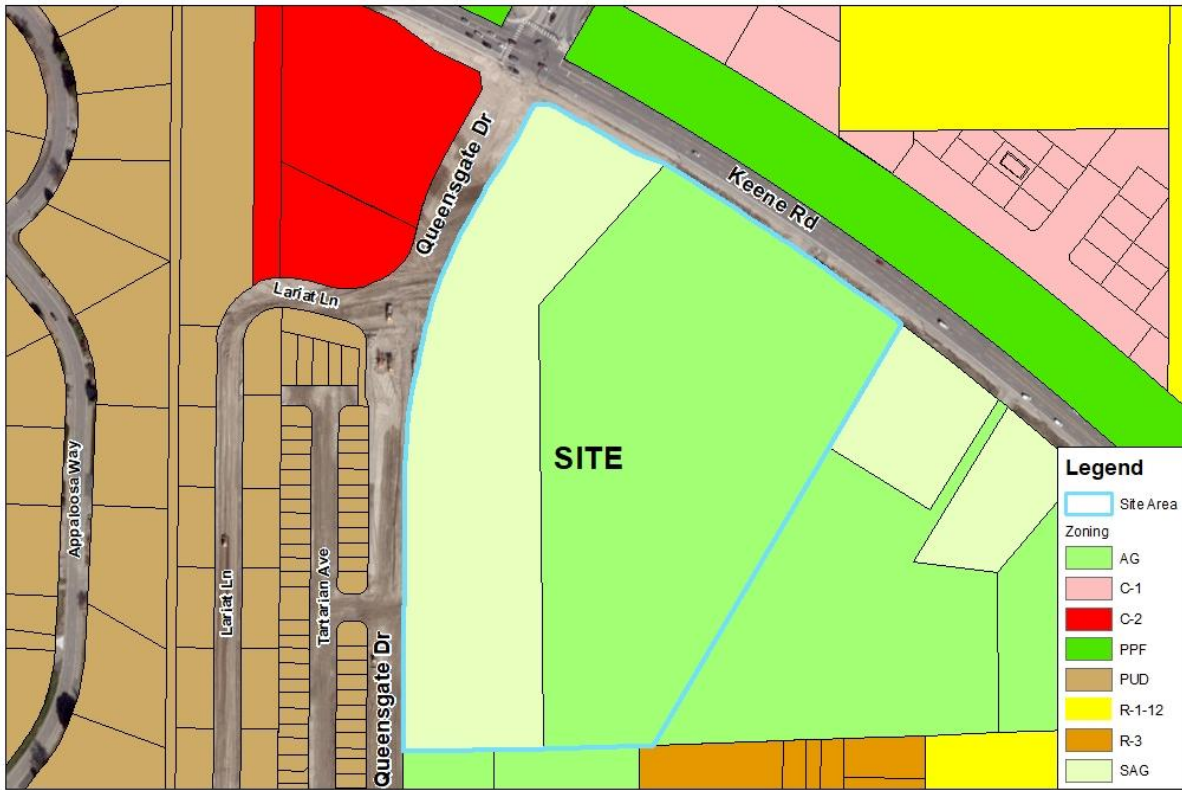
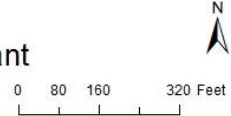
The subject parcels have a current zoning designations of AG – Agricultural use district and SAG – Suburban Agricultural use district. The land was annexed into the City in 1974 by Ordinance 40-74.

The agricultural use district (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the city that are designated as agriculture or as urban reserve under the city of Richland comprehensive plan [RMC 23.14.010(A)].

The suburban agricultural use district (SAG) is a 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 uses. 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 23.14.010(B)].

# Zoning Map

Item: 2155 Keene Road Rezone  
 Applicant: Rick Simon of RPS Planning Consultant  
 File #: PLN-T3A-2026-00006



**Figure 3 – Zoning Map**

The surrounding parcels are zoned as follows:

<b>North</b>	PPF: Parks and Public Facilities and C-1: Neighborhood Retail Business
<b>East</b>	SAG: Suburban Agricultural and AG: Agricultural
<b>South</b>	AG: Agricultural and R-3: Multiple-Family Residential
<b>West</b>	PUD: Planned Unit Development and C-2: Retail Business

## **Requested Zoning**

Following the applicant's request, City staff is presenting this staff report and associated application materials for a site-specific rezone of 10.2 acres from SAG and AG to C-2. The purpose statements of the requested zoning are detailed below:

The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan [RMC Chapter 23.22.010(C)].

These are the applicable performance standards, special requirements, and dimensional standards for each requested zoning designation:

### **23.22.020 Performance standards and special requirements.**

There are no performance standards and/or special requirements for the C-2 zoning district.

### **C-2 Site Requirements and development standards**

The following standards apply to the C-2 zone per RMC 23.22.040:

Minimum Lot Area	None
Maximum Density – Multifamily Dwellings (units: square feet)	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A
Minimum Front Yard Setback <sup>14</sup>	0 feet <sup>2</sup>
Minimum Side Yard Setback	None
Minimum Rear Yard Setback	None
Maximum Building Height <sup>14, 15</sup>	80 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basement)	N/A

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.

Footnotes 14 and 15 do not apply to this application, as the proposal is not part of the Medical, Uptown or Parkway districts within the CBD zoning district or the Columbia Point North District of the Waterfront zoning district, as established in Plates 23.22.040(1), (2), (3), and (4).

## Utility Availability

There are existing utility connections in place and near the proposed rezone sites. All existing utilities have adequate capacity to supply any future development. However, any new utility connections will need to be extended from nearby rights-of-way.

### Utilities Map

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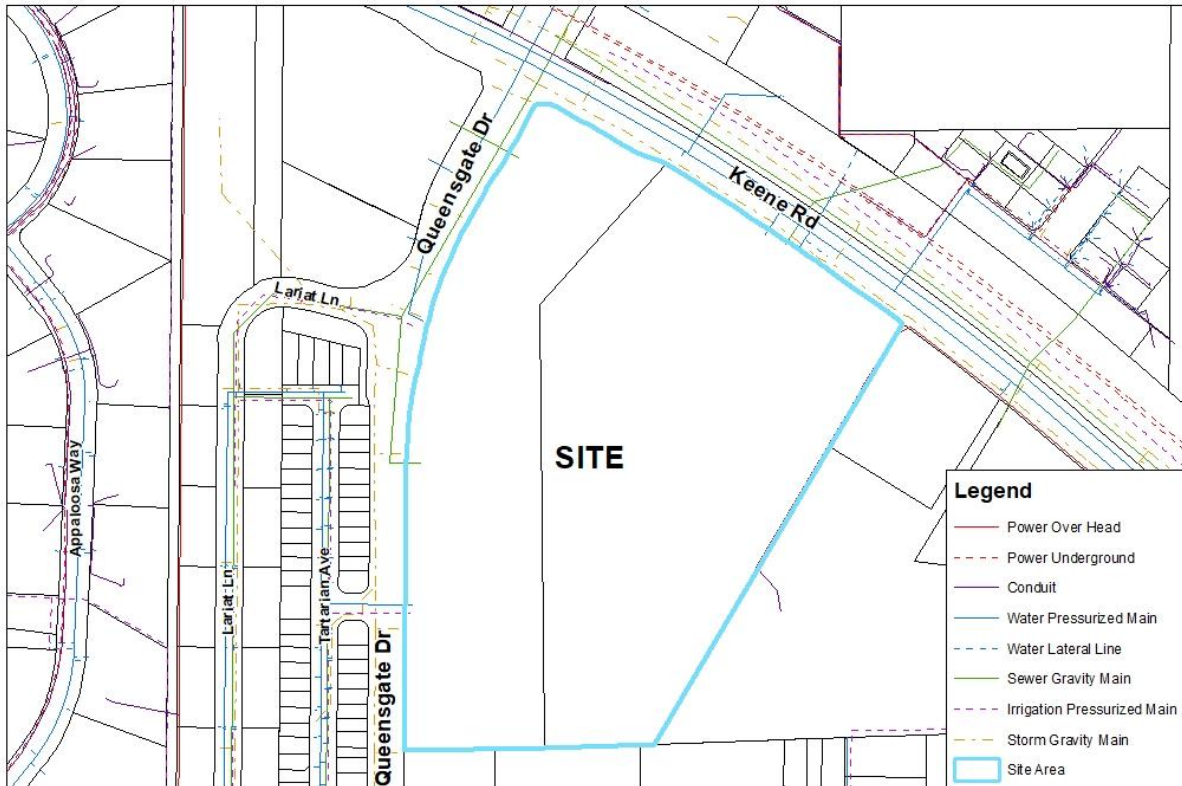
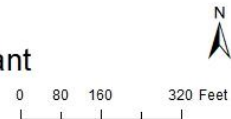


Figure 4 – Utilities Map

### Sewer

There are two (2) gravity sewer mains in the vicinity. There is an 8-inch gravity main that runs under Queensgate Drive and a 12-inch gravity main that runs parallel to the north side of Keene Road. Both parcels, under Record of Survey (RS) #6250 (Exhibit 5) have stubs connecting to the appropriate sewer main.

### Water

There are two (2) distribution mains within the Queensgate Drive and Keene Road rights-of-way. The main along Queensgate Drive is an 8-inch pipe and the main along Keene Road a 24-inch pipe. Both water mains are within the Tapteal I pressure zone. There is an existing water connection stub along Keene Road and no water stubs along Queensgate Drive. Water connections will need to be extended to serve any future development on the subject parcels.

### Irrigation

There are two existing irrigation distribution mains along Queensgate Drive. The main closer to Keene Road is a 6-inch main and the main further south, at the intersection of Queensgate Drive and Tulare Street) is an 8-inch main, which is stubbed to serve the subject parcels. Irrigation services are provided by the Kennewick Irrigation District.

### Stormwater

The City does not have an active underground stormwater line. However, there is a open stormwater dirt ditch parallel to Keene Road, along the northern edge of the subject site. Any future development will need to install stormwater facilities and be maintained on-site per City and State stormwater runoff requirements.

### Power

There are underground vaults and a 6-inch conduit on the east side of Queensgate Drive with a couple of vaults on the southeast corner of the Keene Road and Queensgate Drive intersection. Any future development will need to contact Energy Services for electrical services needs and/or connections.

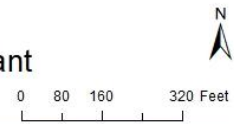
### Natural Gas

There is an existing 6-inch underground natural gas pipe which runs parallel along the east side of Queensgate Drive. Any future development require natural gas will need to contact Cascade Natural Gas for service connections.

# Transportation & Access

## Transportation Map

Item: 2155 Keene Road Rezone  
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**Figure 5 – Transportation Map**

Primary access into any future development will come from the existing future road connections at Lariat Lane and Tulare Street along Queensgate Drive. Any connection(s) to Keene Road will need to be reviewed by Public Works, as Keene Road is designated as a “Principal Arterial” and Queensgate Drive is designated as a “Major Collector” road.

Sidewalks will likely need to be installed on Queensgate Drive and Keene Road for any future development.

There is an existing trail on the north side of Keene Road and there are on-street bicycle lanes along both Queensgate Drive and Keene Road. There is one (1) public transit route, Ben Franklin Transit (BFT) Route 123, that runs along Keene Road, with designated bus stops just north and west of the subject site. Furthermore, the Queensgate Transit Center is approximately 1,700 linear feet from the northernmost point of the subject site, which has connections for and to BFT Routes 10, 27x, 123, and 170.

## Easements

### Easement Map

Item: 2155 Keene Road Rezone  
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File #: PLN-T3A-2026-00006

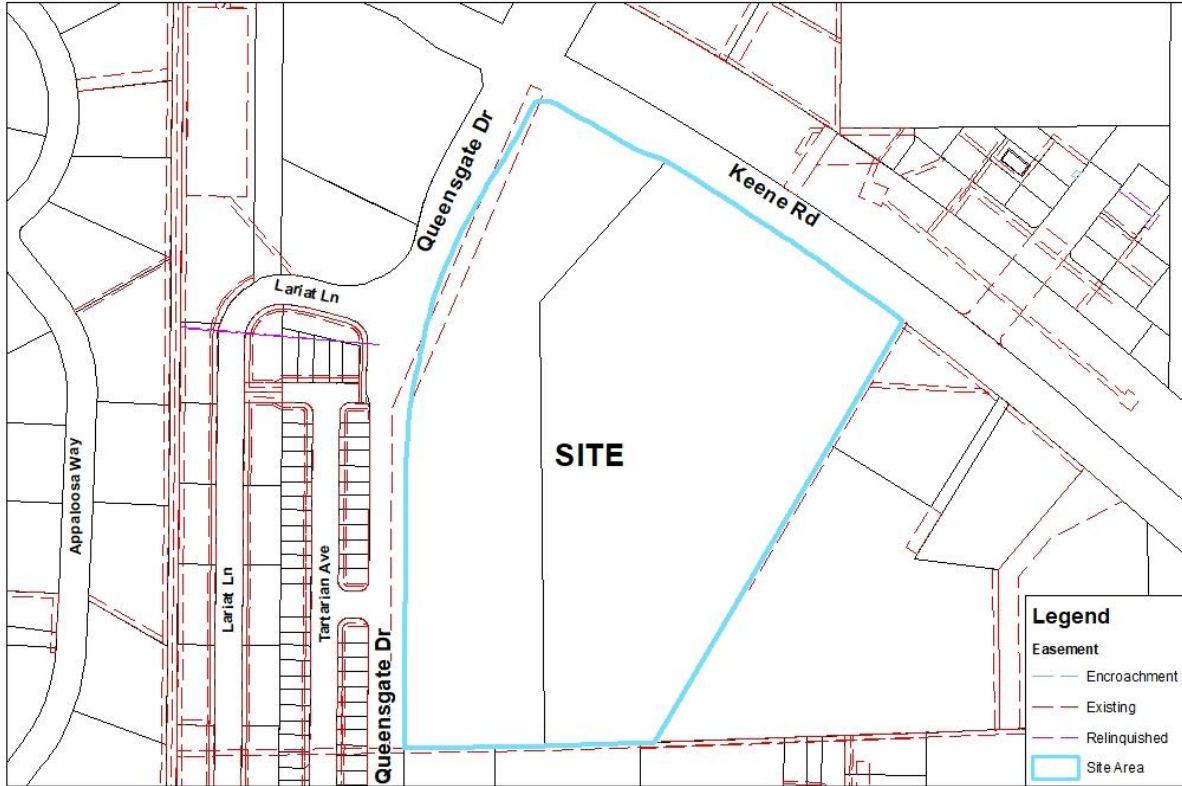
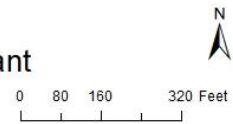


Figure 6 – Easement Map

There are three (3) easements within the proposed rezone. First, is a 10-foot-wide utility easement which runs parallel to Bermuda Road within the subject parcel. Second, there are two (2) existing temporary utility easements, which are future road connections at the northern and southern ends of the subject parcel. Finally, there is an approximate 60-foot wide easement, which runs east and west and follows the proposed westward Gage Boulevard extension.

### Fire Safety

The City of Richland Fire Department will provide fire protection services for any future development. Currently, there is a hydrant in place along the northern portion of the subject site along Keene Road. There are no current or proposed fire hydrants along Queensgate Drive. Any future development will need to coordinate with the Richland Fire Department to determine placement of any new hydrants.

## **Schools**

The plat falls within the boundaries of the Richland School District. There are two (2) elementary schools near the subject site. The nearest schools are Orchard Elementary School which is approximately 6,100 linear feet to the southeast and White Bluffs Elementary which is approximately 6,300 linear feet to the west of the subject site.

## **SEPA**

The proposal is not subject to State Environmental Review under the State Environmental Policy Act, as the proposal meets the requirements of WAC 197-11-800(6)(c).

## **Critical Areas**

There are no critical areas on the subject site, as the site has been cleared and graded of any vegetation and/or major slopes.

## **Shoreline Master Program**

The subject site lies outside 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 or any future proposal.

## **Agency Comments**

A variety of public agencies and City departments were given an opportunity to comment on the proposal. Staff did receive comments during the comment period but comments expressed no concerns with the proposed rezone action.

## **Public Comments**

Owners of all properties within a 300-foot radius 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:	April 10, 2026
Notice of Hearing Posted:	April 13, 2026
Notice of Hearing Published:	April 12, 2026
Public Hearing:	May 11, 2026

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 4*.

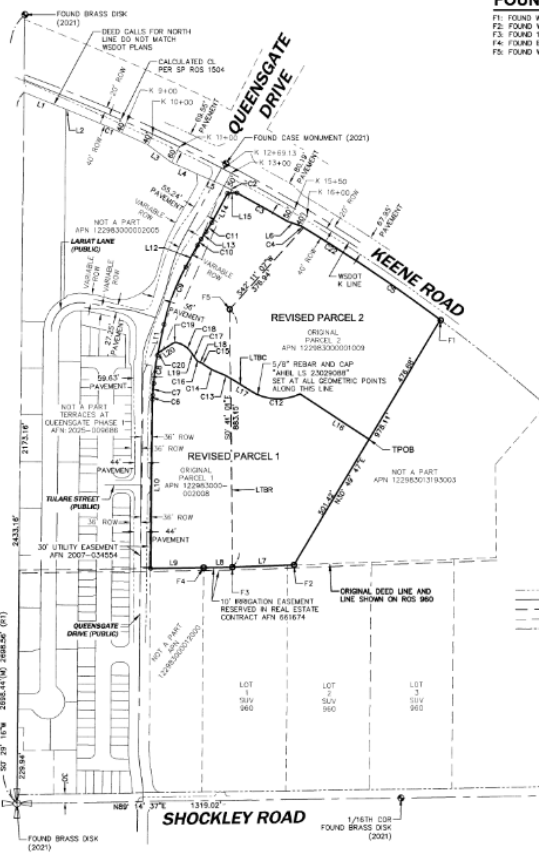
## **Analysis**

The project site is bordered on east, south, and west by existing single-family residential development and commercial development to the north. The City has anticipated future development of these properties and conditions were put in place through an approved Property Use and Development Agreement, City of Richland Contract No. 92-10 (Exhibit 6), which was amended and adopted as part of Ordinance 2022-03 (Exhibit 7).

Furthermore, the property lines for both parcels have been re-aligned from a north-south configuration to an east-west configuration and was recorded under Record of Survey #6250 (Exhibit 5).

**RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT ~~6250~~ 6250**  
 PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,  
 TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

SHEET 2 OF 2



**FOUND CORNERS**

- F1: FOUND WORLEY REBAR AND CAP LS 41966 1.50' AND 1.06' OF CORNER
- F2: FOUND WORLEY REBAR AND CAP LS 13352 AT CORNER
- F3: FOUND 1/2" DIMPED IRON PIPE AT CORNER
- F4: FOUND BENT 5/8" REBAR WITH NO CAP 0.22'W AND 0.12'N OF CORNER
- F5: FOUND WORLEY REBAR AND CAP LS 41966 0.19'W AND 0.13'N OF CORNER

**ORIGINAL PARCEL AREAS**

PARCEL 1	332,572 SF#
PARCEL 2	513,067 SF#
<b>TOTAL</b>	<b>845,639 SF#</b>

**REVISED PARCEL AREAS**

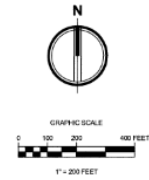
PARCEL 1	369,482 SF#
PARCEL 2	447,022 SF#
<b>TOTAL</b>	<b>816,504 SF#</b>

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	294.80	5690.00	238°00'	N66°30'20"W	294.57
C2	49.85	5680.00	030°03'	S61°52'11"E	49.85
C3	198.17	5680.00	159°56'	N60°37'20"W	198.16
C4	10.47	5690.00	038°20'	S59°04'12"E	10.47
C5	565.87	5690.00	84°53'	S66°10'20"E	565.84
C6	13.75	283.50	244°42'	S5°16'49"W	13.75
C7	44.11	556.50	473°56'	S41°33'11"W	44.10
C8	96.78	556.50	975°43'	S7°24'03"W	96.66
C9	210.44	750.00	1634°38'	S30°24'13"W	209.75
C10	25.67	264.00	634°18'	S31°13'40"W	25.66
C11	36.08	371.00	534°18'	S31°13'40"W	36.06
C12	176.25	175.50	573°29'	N80°44'25"W	188.94
C13	65.91	323.50	1140°27'	N63°48'25"W	65.80
C14	49.36	146.50	818°20'	N59°50'29"W	49.13
C15	5.75	19.00	1719°54'	N59°00'16"W	5.73
C16	4.45	11.00	231°43'	N62°13'27"W	4.42
C17	23.35	103.50	827°46'	N35°53'43"W	23.32
C18	68.90	83.50	4034°25'	N54°07'02"W	65.13
C19	15.29	19.00	465°33'	S79°52'29"W	14.88
C20	14.74	19.00	442°27'17"	S34°30'34"W	14.37
C22	576.35	5690.00	548°13'	S66°13'16"E	576.10

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	155.77	S68°08'20"E
L2	12.19	S68°08'20"E
L3	101.92	S63°13'09"E
L4	93.69	S66°00'37"E
L5	104.64	S66°00'37"E
L6	50.61	S70°46'11"E
L7	211.32	N67°58'53"E
L8	98.91	N68°14'37"E
L9	181.08	N68°14'37"E
L10	578.58	N07°29'16"E
L11	108.38	S12°21'55"W
L12	83.58	S28°26'30"W
L13	30.90	S34°00'49"W
L14	113.73	N28°26'30"E
L15	32.57	N86°35'31"E
L16	283.83	N05°47'01"W
L17	71.79	N67°58'12"W
L18	15.26	N63°49'19"W
L19	2.42	N31°09'49"W
L20	52.43	S86°49'12"W

**LEGEND**

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR AND CAP "FABR. LS 2302908"
- FOUND PROPERTY CORNER
- MEASURED R/S 960
- LINE TO BE CREATED
- LINE TO BE REMOVED
- PAVEMENT LINE
- CENTER LINE
- EASEMENT LINE
- ADJUTING PROPERTY LINE
- RIGHT OF WAY LINE



DWN. BY: DATE: 10/2/2008  
 CHKD. BY: JOB NO.: 2230124.58  
**AHBL**  
 TACOMA • SEATTLE • SPOKANE • TRI-CITIES  
 5804 Road 90, Suite H, Pasco, WA 99001  
 509.880.9893 TEL. 253.953.2572 FAX www.ahbl.com web

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 is no 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 "Reviewing Authority and Applicable Codes":

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?

- a. The site has been designated for Commercial [COM] uses by the City's Comprehensive Plan. The rezone request would serve to effectuate those plans. The subject property remains undeveloped. The site has been left unattended and while it is not overgrown with weeds and noxious vegetation, leaving it in a distressed/undeveloped condition is not in the public's best interest. The requested rezone is meant to facilitate the applicant's plans to develop the site in a manner fully authorized by the appropriate residential and commercial zoning regulations.
2. Does the rezone bear a substantial relationship to the public health, safety, morals, or general welfare?
    - a. It appears that the proposed rezone is consistent with this criterion because the rezone is consistent with the City's Comprehensive Plan designation, and any future, project-specific proposal(s) shall meet city development regulations, including but not limited to, SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of application.

The Planning Department requests the Hearing Examiner recommend approval of the proposed zoning map amendment to the Richland City Council.

### **Suggested Findings and Conclusions**

Staff has completed its review of the request for a rezone (PLN-T3A-2026-00006) and recommends approval of the request based on the following:

1. The property owner in this matter is Mallikajurana Vallem of Columbia Valley Property Holdings, with the applicant, Rick Simon of RPS Planning Consultant LLC, acting on behalf of, and as the lead contact.
2. The application is to rezone two (2) parcels: Benton County Assessor's Tax Parcel Numbers 122983000001009 and 122983000002008.
3. The lots are currently zoned Suburban Agricultural use district (SAG) and Agricultural use district (AG).
4. The requested zone change is to change zoning of the parcels from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business Use).
5. The subject site has been cleared and graded from any previous vegetation.
6. The site is relatively flat with a downhill slope going from south (around 564' in elevation) to the north (around 528' in elevation) towards Keene Road.
7. The surrounding area is transitioning from agricultural uses to multi-family residential and commercial uses.

8. The City's Comprehensive Plan designates these parcels as Commercial [COM], per the amended Property Use and Development Agreement, City of Richland Contract No. 92-10 (Exhibit 6), contained within Ordinance 2022-03 (Exhibit 7).
9. The current Suburban Agricultural (SAG) and Agricultural (AG) zones do not implement the City's Comprehensive Plan land use designations.
10. Per RMC 23.22.010, the C-2 Retail Business Use zoning district is intended to be applied to land that is designated Commercial under the City's Comprehensive Plan.
11. No portion of this proposed rezone is in the Shoreline Management Program's jurisdiction.
12. No portion of this proposed rezone area is within a designated critical area.
13. The application is exempt from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).
14. Notice requirements of RMC 19.30.040 have been met.
15. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.
16. Record of Survey Number 6250 (Exhibit 5) re-oriented the properties from a north-south direction to an east-west direction.

### **Exhibit List**

1. Application Materials
2. Maps
3. Public Notices & Affidavits
4. Agency Comments
5. Record of Survey #6250 (AFN 2026-004867)
6. City of Richland Contract No. 92-10 (AFN 2010-024273)
7. Ordinance 2022-03

# Exhibit 1



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

## Plan Snapshot Report

<b>Plan Type:</b> Type 3A	<b>Plan #:</b> PLN-T3A-2026-00006	<b>App Date:</b> 03/18/2026
<b>Work Class:</b> T3A - Site Specific Rezone	<b>District:</b> City of Richland	<b>Exp Date:</b> NOT AVAILABLE
<b>Status:</b> In Review		<b>Completed:</b> NOT COMPLETED
<b>Description:</b> Rezone 10.2 acres from Suburban Agriculture and Agriculture to C-2 Retail Business on Revised Parcel #2 per Record of Survey for Boundary Line Adjustment #6250.		<b>Approval Expire Date:</b>

<b>Parcel:</b> 122983000001009	<b>Address:</b> 2155 Keene Rd Richland, WA 99352	Main	<b>Zone:</b>
122983000002008	2121 Keene Rd Richland, WA 99352	Main	

<b>Property Owner</b> Mallikajurana Vallem 719 Mara Loop Richland, WA 99352 Mobile: (619) 400-7845	<b>Applicant</b> Rick Simon 98402 N HARRINGTON RD WEST RICHLAND, WA 99353-8722 Home: (509) 531-0142 Business: (509) 531-0142 Mobile: (509) 531-0142	<b>Engineer</b> Robert McLeod Business: (509) 222-0959 Mobile: (509) 303-8810
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### Plan Custom Fields

<b>PreAppQuestionBox</b>	Waived	<b>Current Land Use Designation</b>	Commercial	<b>Current Zoning</b>	SAG - Suburban Agriculture and AG - Agricultural
<b>Proposed Use</b>	No specific uses proposed yet. C-2 Retail Business zoning is requested.	<b>Requested Zoning</b>	C2 - Retail Business	<b>Current Comp Plan</b>	Commercial
<b>Area of Property</b>	10.26	<b>Unique Characteristics</b>	The property proposed for rezone has frontage along two major transportation corridors: Keene Road and Queensgate Drive. Existing commercial zoning is already in place to the north and west of the site. Additionally, the site is located within .4 miles of a freeway interchange. These factors create a set of unique circumstances that make the site extremely attractive for commercial development and justify the rezone of the property to C-2 Retail Business.	<b>Hardship</b>	If denied, the site's existing Agricultural and Suburban Agricultural zoning would remain in place. Neither of these existing zones are appropriate for this site. Agricultural zoning within the City's urban growth area is intended to serve as a holding zone and suburban agricultural zoning is intended to be applied in rural areas to provide for the maintenance of animals and farm crops (See RMC 23.14.010.) Rural or agricultural land use is not appropriate in locations that are largely surrounded by urban development, with close proximity to urban services, utilities and a freeway interchange. The hardship imposed on the property owner would be

# PLAN SNAPSHOT REPORT (PLN-T3A-2026-00006)

the denial of reasonable use for the property in favor of agricultural and rural uses that are inappropriate given the existing urban nature of land uses in the vicinity. The City would suffer hardships because land ideally suited for commercial use would not be available for development, in contradiction to its comprehensive plan.

**Conforms to Patterns**

There is existing commercial zoning located directly north, across Keene Road from the site and directly to the west, across Queensgate Drive. Rezoning of this site will complete the pattern of commercial zoning on all four legs of the Keene/Queensgate intersection. Additionally, the development agreement that governs future development of the site requires specific mitigation measures to address the impacts of commercial development on the adjacent rural parcel.

**Granting or Denial Benefits**

Commercial development of the site under the proposed rezone will provide commercial zoning at all four corners of the intersection of two arterial streets: Keene Road and Queensgate Drive. That together with the traffic signalization at this intersection and the excellent visibility it enjoys will make the site an attractive one for commercial development and in so doing will also increase the viability of commercial development on the adjoining commercial properties. Further, the site is located within easy walking distance to a developing townhome neighborhood and a convenient driving/biking distance for a large number of South Richland residents. All of these factors represent beneficial effects of the proposed rezone. commercial property without an economically viable use.

**Overall Purpose Benefits**

The City will benefit through the commercial development of the property, which would provide additional commercial services in the growing South Richland area, thereby providing City residents with both additional shopping and job opportunities, while providing the City with additional sales and property tax revenues. Rezoning the site is consistent with both the City's future land use map as well as the goals and policies of the City's comprehensive plan. (Refer to page 8 of the attached narrative for a more complete discussion of the application's conformance to the comprehensive plan.)

**Impacts to City**

The initial development of the Queensgate South area resulted in the extension of Queensgate Drive between Keene and Shockley Roads, which is an important extension called for in the City's Transportation Plan. Implementation of the City's Transportation Plan provided benefit to the City and allows for commercial development in a location where the existing street network has capacity for additional traffic. Commercial zoning of the site provides opportunity for development in a prime and highly visible location that would help to implement the City's Land Use Plan; add to the City's retail tax base and provide additional opportunities for retail and service business in the growing South Richland area. Denial of the rezone application would frustrate the City's plans and would leave a prime

# PLAN SNAPSHOT REPORT (PLN-T3A-2026-00006)

Rezone Better Use	The rezone is consistent with the city's plan.	Spot rezone or larger	See page 13 of the attached narrative.	Impacts on Environment Public Safety	<p>The site does not contain any critical areas as identified in the City's comprehensive plan. Further, the environmental work already prepared for the previous PUD project provides detailed environmental information without identifying any significant adverse impacts. Development of the site will impact public safety, as commercial development will require police, fire and emergency service protection beyond what is needed for undeveloped property. The City's development standards applicable to commercial development will require adherence to building and fire code standards, placement of fire hydrants, and/or the installation of fire protective sprinkler systems. The specific design requirements of these buildings will be reviewed and approved at the time detailed construction plans are submitted to the city for review. Further, the site is located approximately one mile from the existing fire station on Duportail Avenue and so will easily meet desired emergency response times for the fire department. Application of building code, fire code and public works standards will ensure that public safety will be maintained. Revenues associated with commercial development including sales and property taxes will provide the City with revenue to absorb the additional costs associated with providing public safety services to the site.</p>
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### Pre-Application Conference Waiver

PROPERTY OWNER INFORMATION		<input type="checkbox"/> Contact Person
Owner: Columbia Valley Property Holdings, LLC		
Address: 719 Mara Loop, Richland WA 99352		
Phone: 619-400-7845	Email: mvallem@brickwise-holdings.com	

APPLICANT/CONTRACTOR INFORMATION (if different)		<input checked="" type="checkbox"/> Contact Person
Company: RPS Planning Consultant LLC	UBI#	
Contact: Rick Simon		
Address: 98402 N Harrington Rd, West Richland, WA 99353		
Phone: 509-531-0142	Email: rpsimon60@gmail.com	

PROPERTY INFORMATION
Parcel #: 122983000002008 & 122983000001009
Legal Description: Revised Lot 2 of Record Survey #6250

TYPE II APPLICATIONS	
<input type="checkbox"/> Flood Plain Variance	
<input type="checkbox"/> Critical Areas & Resource Lands Variance/Viable Use	
<input type="checkbox"/> Binding Site Plan	
<input type="checkbox"/> Administrative Variance	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/> Other:	

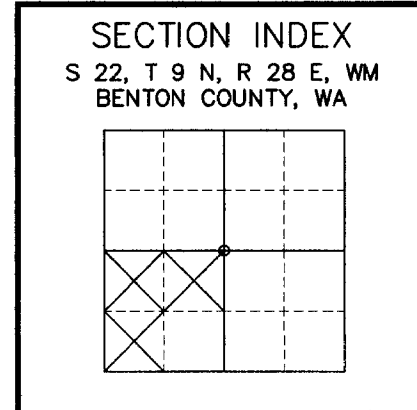
TYPE III APPLICATION	
<input type="checkbox"/> Non-residential Shoreline Substantial Development	
<input type="checkbox"/> Residential Shoreline Substantial Development	
<input type="checkbox"/> Shoreline Variance/Conditional Use	
<input type="checkbox"/> Conditional Use	
<input type="checkbox"/> Subdivision	
<input checked="" type="checkbox"/> Rezone (site specific)	
<input type="checkbox"/> Vacation/Alteration of a Subdivision	
<input type="checkbox"/> Variance	

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

Applicant Printed Name: Rick Simon

Applicant Signature:  Date 03/27/2006

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT #6250
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



ORIGINAL LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.16 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 59°04'12" EAST A DISTANCE OF 10.47; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'20" A DISTANCE OF 10.47 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE NORTH LINE OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°14'37" WEST ALONG SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 280.89 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 578.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 283.50 FEET, THE CHORD OF WHICH BEARS NORTH 05°16'49" EAST A DISTANCE OF 13.75 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'42" A DISTANCE OF 13.75 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 556.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°13'58" A DISTANCE OF 41.11 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 558.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°55'43" A DISTANCE OF 96.78 FEET; THENCE NORTH 12°21'55" EAST A DISTANCE OF 108.38 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°04'35" A DISTANCE OF 210.44 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 83.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 264.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'18" A DISTANCE OF 25.67 FEET; THENCE NORTH 34°00'49" EAST A DISTANCE OF 30.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 371.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'18" A DISTANCE OF 36.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 113.73 FEET; THENCE NORTH 86°35'31" EAST A DISTANCE OF 32.57 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

PARCEL 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365 SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°32'05" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 797.55 FEET; THENCE, LEAVING SAID LINE, THENCE NORTH 89°14'37" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 733.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°56'53" EAST A DISTANCE OF 211.32 FEET; THENCE NORTH 30°49'47" EAST A DISTANCE OF 978.11 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°40'51" WEST A DISTANCE OF 5690.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°41'53" A DISTANCE OF 565.87 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE POINT OF BEGINNING.

REVISED LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'46" A DISTANCE OF 25.35 FEET; THENCE NORTH 31°09'49" WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°54'25" A DISTANCE OF 66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°06'33" A DISTANCE OF 15.29 FEET; THENCE SOUTH 56°49'12" WEST A DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'17" A DISTANCE OF 14.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

PARCEL 2

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'46" A DISTANCE OF 25.35 FEET; THENCE NORTH 31°09'49" WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°54'25" A DISTANCE OF 66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°06'33" A DISTANCE OF 15.29 FEET; THENCE SOUTH 56°49'12" WEST A DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'17" A DISTANCE OF 14.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 2nd DAY OF March 2026, AT 37 MINUTES PAST 1:00 P.M. RECORDS OF THE Benton COUNTY AUDITOR, Kenneth Wick, WASHINGTON.
RECORDING NUMBER 2026-004867
Breah Chilton
COUNTY AUDITOR
\$428.50
FEE
BY [Signature]

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.

SURVEYOR'S CERTIFICATE

I, TYLER A. DUNCAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN AUGUST 2025, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF COLUMBIA VALLEY PROPERTY HOLDINGS, LLC.

[Signature of Tyler A. Duncan]
TYLER A. DUNCAN, PLS 23029088
3-2-26
DATE

SURVEY FOR

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
16455 NE 99TH STREET
REDMOND, WA 98052

DWN. BY TAD/SWM DATE 02/27/26
CHKD. BY TAD JOB NO. 2230124.58



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5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

2026-004867 B: 01 P: 6250 SUR
03/02/2026 01:37:24 PM Pages: 2 Fee: \$428.50
Benton County Auditor's Office

# RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT #6250

PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,  
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

### FOUND CORNERS

- F1: FOUND WORLEY REBAR AND CAP LS 41966 1.36'E AND 1.08'S OF CORNER
- F2: FOUND WORLEY REBAR AND CAP LS 13352 AT CORNER
- F3: FOUND 1/2" CRIMPED IRON PIPE AT CORNER
- F4: FOUND BENT 5/8" REBAR WITH NO CAP 0.22'W AND 0.12'N OF CORNER
- F5: FOUND WORLEY REBAR AND CAP LS 41966 0.19'W AND 0.13'N OF CORNER

### CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	294.60	5690.00	2'58'00"	N66° 36' 20"W	294.57
C2	49.65	5680.00	0'30'03"	S61° 52' 19"E	49.65
C3	198.17	5680.00	1'59'56"	N60° 37' 20"W	198.16
C4	10.47	5690.00	0'06'20"	S59° 04' 12"E	10.47
C5	565.87	5690.00	8'41'53"	S86° 10' 05"E	565.64
C6	13.75	283.50	2'46'42"	S5° 16' 49"W	13.75
C7	41.11	556.50	4'13'58"	S4° 33' 11"W	41.10
C8	96.78	558.50	9'55'43"	S7° 24' 03"W	96.66
C9	210.44	750.00	16'04'38"	S20° 24' 13"W	209.75
C10	25.67	264.00	8'34'18"	S31° 13' 40"W	25.66
C11	36.08	371.00	5'34'18"	S31° 13' 40"W	36.06
C12	176.25	175.50	57'32'26"	N86° 44' 25"W	168.94
C13	65.91	323.50	11'40'27"	N63° 48' 25"W	65.80
C14	49.36	146.50	19'18'20"	M59° 59' 29"W	49.13
C15	5.75	19.00	17'19'54"	N59° 00' 16"W	5.73
C16	4.45	11.00	23'11'43"	N82° 13' 27"W	4.42
C17	25.35	153.50	9'27'46"	N35° 53' 43"W	25.32
C18	66.90	83.50	45'54'25"	N54° 07' 02"W	65.13
C19	15.29	19.00	46'08'33"	S79° 52' 29"W	14.88
C20	14.74	19.00	44'27'17"	S34° 35' 34"W	14.37
C22	576.35	5690.00	5'48'13"	S56° 13' 15"E	576.10

### ORIGINAL PARCEL AREAS

PARCEL 1	332,572 SF±
PARCEL 2	513,961 SF±
TOTAL	846,533 SF±

### REVISED PARCEL AREAS

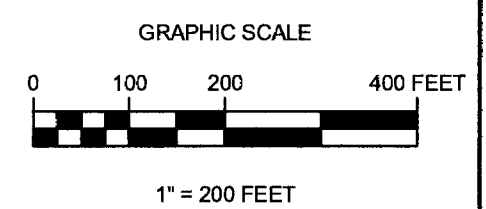
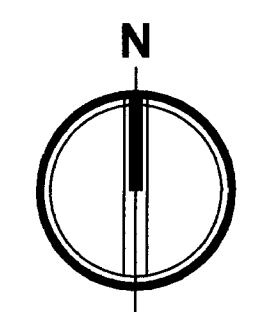
PARCEL 1	399,482 SF±
PARCEL 2	447,052 SF±
TOTAL	846,534 SF±

### LINE TABLE

LINE #	LENGTH	DIRECTION
L1	155.77	S68° 08' 20"E
L2	12.19	S68° 08' 20"E
L3	101.12	S83° 13' 09"E
L4	93.69	S66° 00' 37"E
L5	104.64	S66° 00' 37"E
L6	50.61	S70° 46' 11"E
L7	211.32	M87° 56' 53"E
L8	98.91	N89° 14' 37"E
L9	181.98	N89° 14' 37"E
L10	578.58	N0° 29' 16"E
L11	108.38	S12° 21' 55"W
L12	83.58	S28° 26' 30"W
L13	30.90	S34° 00' 49"W
L14	113.73	N28° 26' 30"E
L15	32.57	N86° 35' 31"E
L16	283.83	N56° 47' 01"W
L17	71.79	M57° 58' 12"W
L18	16.26	N63° 49' 19"W
L19	2.42	N31° 09' 49"W
L20	52.43	S86° 49' 12"W

### LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR AND CAP "AHBL LS 23029088"
- FOUND PROPERTY CORNER
- MEASURED
- ROS 960
- LTBC
- LTBR
- LINE TO BE CREATED
- LINE TO BE REMOVED
- PAVEMENT LINE
- CENTER LINE
- EASEMENT LINE
- ABUTTING PROPERTY LINE
- RIGHT OF WAY LINE



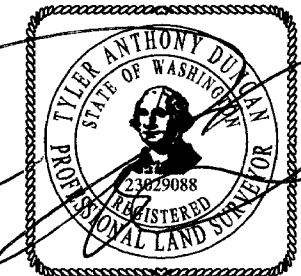
DWN. BY TAD/SWM  
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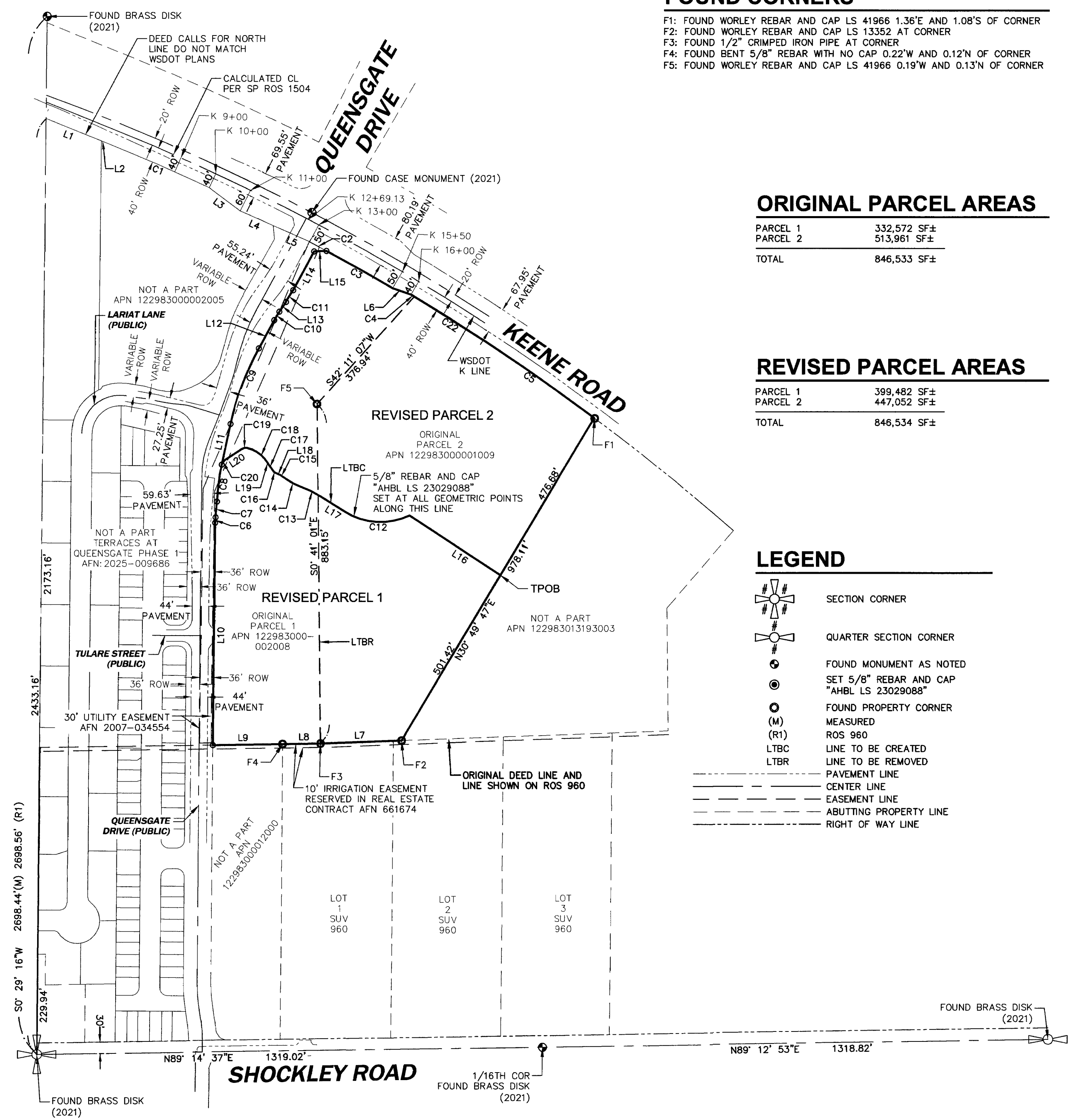


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5-2-26



South Queensgate  
Zone Change Application

*Columbia Valley Property Holdings*

March 2026

## Project Information for the Queensgate South Rezone

The Queensgate South rezone application is the next phase in a multiphase development consisting of a rezone of a 10.2 acre parcel to C-2 Retail Business zoning. Along with the Terraces at Queensgate South, these projects are a part of a 47.5-acre development located in South Richland between Keene and Shockley Roads, east of the Country Ridge subdivision. Columbia Valley Property Holdings LLC seeks approval of a rezone in order to development the site with retail commercial uses.

### Project Team

#### **Owner**

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Table of Contents

Overall Project Description.....4

RMC Section 19.60.095 Required Findings for Type II or III Permit Application...8

Rezone Application Form Questions .....11

Rezone Criteria for Review.....14

Section 10 of Development Agreement (Contract #92-10).....16

Legal Description .....20

Development Agreement – Contract #92-10.....22

Ordinance 2022-03 Adopting First Amendment to Development Agreement ...34

# Overall Project Description

## Introduction

The project consists of a rezone of 10.26 acres from its current Agricultural and Suburban Agricultural zones to a C-2 Commercial zone. The site is located south of Keene Road and east of Queensgate Drive. The western boundary of the site borders Queensgate Drive and is adjacent to an existing 4.7 acre C-2 zoned parcel. Southwest of the site is “The Terraces at Queensgate South” a residential planned unit development that is under construction. Future phases of the 47.5 acre Queensgate South development are located immediately south of and adjacent to the proposed rezone area.

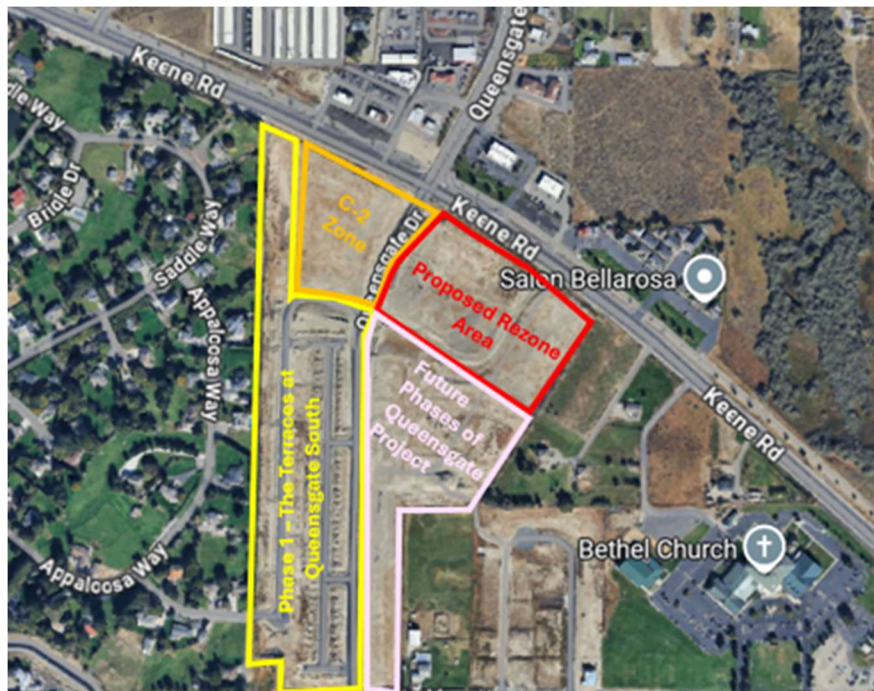


Figure 1: Vicinity Map

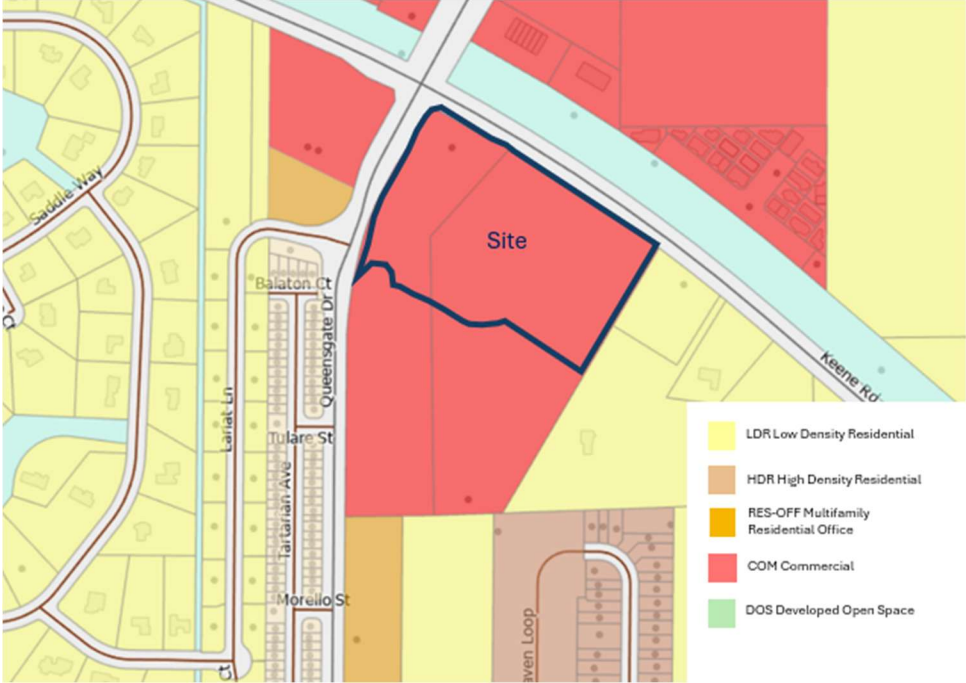
## Existing Conditions

The site is undeveloped. To the west, across Queensgate Drive, property is also undeveloped, as is adjacent property to the south. All parcels within this Queensgate Terraces project boundaries (47.5 acres) have been graded and leveled in preparation for development. The initial phases of development, consisting of townhomes and single family residences, located southwest of the site are currently under construction. Land uses adjacent to and east of the

project site include a single family residence and pasture. To the north, there are a variety of commercial uses across Keene Road, including Queensgate Village, which is a cluster of small commercial buildings that house a variety of offices, service and retail uses as well as a farmer’s market that operates on Sundays. Other retail developments to the north and northwest of the site include a restaurant, coffee shop, gas station, car wash, cell tower and a mini storage facility.

**Comprehensive Plan**

The City’s comprehensive plan designates the site as suitable for commercial development. Property to the south is designated for Commercial and Multi-Family Residential/Office uses. Lands to the west and north are also designated as suitable for commercial development.



**Figure 2: Comprehensive Plan Land Use Designations**

**Existing Zoning**

The existing zoning of the site is agricultural and suburban agriculture. Adjacent land to the west across Queensgate Drive is zoned C-2 Retail Business. Property to the south is zoned agriculture and property to the southwest is zoned Planned Unit Development for a townhome and single family residential development known as the Terraces at Queensgate South. Property to the east is also zoned Suburban Agriculture and Agricultural. Across Kenne

Road to the north, the Keene Road trail corridor is zoned Parks and Public Facilities, while property adjoining the trail is zoned C-1 Neighborhood Business.



**Figure 3: Existing Zoning**

The site and adjoining properties that are part of Queensgate South are subject to a development agreement. Copies of the original and amended agreements are attached.

**Proposed Zoning Restrictions**

In order to ensure that development of the subject parcel proceeds in accordance with the development agreement, the applicants propose that zoning restrictions be made of record through a concomitant agreement or similar document, acceptable to the City and that would include the following restrictions:

**A. Uses.** Future use of the subject properties shall be consistent with the land uses as identified in the C-2 Retail Business zone as it exists today or as it may be amended in the future; provided that the following uses shall not be permitted:

- |                            |                               |
|----------------------------|-------------------------------|
| 1. Automotive Repair Uses; | 7. Funeral Establishments;    |
| 2. Car Wash;               | 8. Laundry/Dry Cleaning Uses; |
| 3. Fuel Station/Mini Mart; | 9. Telemarketing Services;    |
| 4. Truck Rentals;          | 10. Emergency Shelters;       |
| 5. Truck Stop;             | 11. Transitional Housing;     |
| 6. Vehicle Sales;          | 12. Secondhand Store;         |

**B. Design Standards.**

1. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
2. Building colors shall emphasize muted earth tones.
3. The use of highly reflective or glossy materials shall be used for accents only.
4. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
5. All sides of a building shall express consistent architectural detail and character.
6. Site walls and screen walls shall be architecturally integrated with the building.
7. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
8. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
9. Rooftop mechanical equipment shall be screened.
10. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City outdoor lighting standards.
11. All utilities serving commercial buildings shall be undergrounded.
12. Building setbacks and building height shall be consistent with C-2 zoning standards.
13. Off-street parking requirements shall meet the minimum standards as identified in the City zoning code.

**C. Development Standards Applicable to the Eastern Boundary of the Site**

Future development on buildings or parcels that are adjacent to the eastern boundary of the parcel shall meet the following standards:

1. Building setback from the eastern property boundary shall be a minimum of 20 feet.
2. The building face and main entry into the building shall not be oriented towards the eastern property boundary.
3. No reflective glazing shall be used on the east side of buildings.
4. Screening along the eastern property boundary shall be a combination of landscaping, landscape rock, retaining wall and fencing. Landscape/screening shall measure a minimum of 10 feet in width or to the top of the slope, whichever distance is greater. Final landscape plans shall be approved by the City and shall be installed concurrently with completion of a commercial building.

## **RMC 19.60.095(D) Required Findings for Type II and Type III Applications**

*A. The development application is consistent with the adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.*

**Response – Consistency with comprehensive plan:** The site’s frontage along Keene Road is designated for commercial development in the City’s land use plan. Applying the proposed C-2 zoning on site would implement the comprehensive plan. Additionally, the plan calls for the extension of Queensgate Drive, a minor arterial street, to be extended across the site between Keene and Shockley Roads. This street extension has been completed, thereby implementing this portion of the City’s transportation plan.

Additionally, the project will help to implement the following goals and policies contained within the City’s comprehensive plan:

**LU 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.

**Comment:** *The site is located inside both City limits and urban growth area boundaries; is located in the midst of developed properties along the Keene Road corridor and so qualifies as infill development. So, this application is consistent with policy #2. The project would also be compatible with adjacent land uses and so is consistent with the overall intent of this goal.*

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

**Policy 1:** Maintain a variety of land use designations to accommodate appropriate residential, commercial, industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

**Comment:** *Commercial development of the site will provide needed commercial services at the intersection of two major street corridors: Keene Road and Queensgate Drive. Existing utility infrastructure is in place and available to be extended into the site to support future development. Approval of this application will help to implement this policy.*

**LU Goal 5:** Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

Policy 1: Locate commercial uses so that they conveniently serve the needs of residential neighborhoods, workplaces, and are easily accessible via non-motorized modes of transport.

Policy 2: Promote pedestrian and bicycle circulation throughout the community by connecting with the infrastructure and the City's network of parks and trail system.

*Comment: The intersection of two major corridors in South Richland - Queensgate Drive and Keene Road provide a prime location for commercial business that will be convenient to large numbers of South Richland residents. Additionally, the Keene Road trail corridor and the bicycle lanes on Queensgate Drive provide important access to future commercial uses for non-vehicular forms of transportation.*

**UD Goal 1:** Create a physically attractive and culturally vibrant, pedestrian- and bicycle-friendly environment in the City.

Policy 1: Establish and enhance the positive attributes of residential, commercial, central business, and other districts with appropriate transition between them.

Policy 2: Encourage redevelopment and upgrade of suitable commercial areas.

Policy 3: Improve streetscape and connectivity for safe and pedestrian friendly environments.

*Comment: The existing transportation network in the vicinity and immediately adjacent to the project site provide opportunities for commercial development that will be easily accessible to vehicular, pedestrian and bicycle traffic. Future commercial uses on this site have the potential to contribute to the physically attractive and culturally vibrant environment envisioned in this policy.*

*B. Impacts of the development have been appropriately identified and mitigated under Chapter 22.09 RMC. (SEPA)*

**Response:** The Washington Administrative Code Section 197-11-800(6)(a)(ii)(c) exempts rezone applications for projects that are located within an urban growth area; and that are consistent with the City's comprehensive plan when that plan has been reviewed through the SEPA process. When the City's current plan was adopted in 2017, the plan was evaluated through an Environmental Impact Statement. The plan does identify the site as suitable for commercial development. Therefore, the criteria to meet the exemption from SEPA review are met in this application.

Additionally, much of the environmental information prepared for the adjacent Terraces at Queensgate South PUD included studies that apply to this site, including a survey and

topographic map, a custom soils report, a geotechnical evaluation, a cultural resources report, and engineering plans for the extension of roads and utilities.

*C. The development application is beneficial to the public health, safety and welfare and is in the public interest.*

**Response:** The proposed rezone application promotes and protects public health, safety and welfare in the following ways:

- Provides for an urban commercial center that will provide a variety of goods and services to the immediate neighborhood and larger South Richland area in a manner that is consistent with the City's adopted comprehensive plan;
- Provides commercial facilities in a location that is adjacent to major transportation corridors, including bus routes;
- Includes provisions to provide adequate and effective buffers to the adjacent rural residential property;
- Is consistent with the provisions of the Development Agreement that governs this site;
- Is well located at the intersection of two major street corridors that have been fully developed with turn lanes and a traffic signal; is in conformance with the City's transportation plan and has capacity to serve the additional traffic volumes normally associated with commercial development;
- Is located adjacent to existing city utility systems that can be extended to serve commercial development;
- Includes restrictions that will eliminate inappropriate uses from the site and will ensure that adequate mitigation is provided for the adjoining rural residential property.

*D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of this section, "concurrent with development" means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.*

**Response:** The traffic analysis prepared for the overall Queensgate South development demonstrated that the full completion of the entire Queensgate Drive road extension and related improvements will ensure that traffic within the project site and adjacent areas will operate without falling below a level of service D. Depending upon the intensity of development that occurs, a roundabout may be needed at some future point. This

determination will be made when future development plans for this site and adjoining properties within Queensgate South are brought forward to the City for review.

*E. Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal.*

**Response:** This determination will need to be made by the City during the review of this proposal. Conditions of approval attached to the project will need to address the conditions outlined in the development agreement between the City and the property owner as specified in Richland Contract #92-10 as revised (copies attached.)

## **Rezone – Application Form Questions**

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

**Response:** The property proposed for rezone has frontage along two major transportation corridors: Keene Road and Queensgate Drive. Existing commercial zoning is already in place to the north and west of the site. Additionally, the site is located within .4 miles of a freeway interchange. These factors create a set of unique circumstances that make the site extremely attractive for commercial development and justify the rezone of the property to C-2 Retail Business.

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

**Response:** If denied, the site's existing Agricultural and Suburban Agricultural zoning would remain in place. Neither of these existing zones are appropriate for this site. Agricultural zoning within the City's urban growth area is intended to serve as a holding zone and suburban agricultural zoning is intended to be applied in rural areas to provide for the maintenance of animals and farm crops (See RMC 23.14.010.) Rural or agricultural land use is not appropriate in locations that are largely surrounded by urban development, with close proximity to urban services, utilities and a freeway interchange. The hardship imposed on the property owner would be the denial of reasonable use for the property in favor of agricultural and rural uses that are inappropriate given the existing urban nature of land uses in the vicinity. The City would suffer hardships because land ideally suited for commercial use would not be available for development, in contradiction to its comprehensive plan.

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

**Response:** There is existing commercial zoning located directly north, across Keene Road from the site and directly to the west, across Queensgate Drive. Rezoning of this site will complete the pattern of commercial zoning on all four legs of the Keene/Queensgate intersection. Additionally, the development agreement that governs future development of the site requires specific mitigation measures to address the impacts of commercial development on the adjacent rural parcel.

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

**Response:** Commercial development of the site under the proposed rezone will provide commercial zoning at all four corners of the intersection of two arterial streets: Keene Road and Queensgate Drive. That together with the traffic signalization at this intersection and the excellent visibility it enjoys will make the site an attractive one for commercial development and in so doing will also increase the viability of commercial development on the adjoining commercial properties. Further, the site is located within easy walking distance to a developing townhome neighborhood and a convenient driving/biking distance for a large number of South Richland residents. All of these factors represent beneficial effects of the proposed rezone.

5. *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:*

**Response:** The City will benefit through the commercial development of the property, which would provide additional commercial services in the growing South Richland area, thereby providing City residents with both additional shopping and job opportunities, while providing the City with additional sales and property tax revenues. Rezoning the site is consistent with both the City's future land use map as well as the goals and policies of the City's comprehensive plan. (Refer to the discussion on the project's compliance with comprehensive plan goals, beginning on page 8 of this narrative.)

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

**Response:** The initial development of the Queensgate South area resulted in the extension of Queensgate Drive between Keene and Shockley Roads, which is an important extension called for in the City's Transportation Plan. Implementation of the City's Transportation Plan provided benefit to the City and allows for commercial development in a location where the

existing street network has capacity for additional traffic. Commercial zoning of the site provides opportunity for development in a prime and highly visible location that would help to implement the City's Land Use Plan; add to the City's retail tax base and provide additional opportunities for retail and service business in the growing South Richland area. Denial of the rezone application would frustrate the City's plans and would leave a prime commercial property without an economically viable use.

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

**Response:** The proposed rezone is entirely consistent with the City's comprehensive plan, which intends for the site's frontage along Keene Road to be developed with commercial uses. The existing Agricultural and Suburban Agricultural zoning that is in place on site does not implement the comprehensive plan; nor does it provide needed commercial services for the area.

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

**Response:** The classic definition of spot zoning is "the process of singling out a small parcel for a zoning classification totally different from that of the surrounding area for the benefit of a particular landowner and to the detriment of other owners." (Anderson's American Law of Zoning, 4th Edition) In this case, the site is located adjacent to other C-2 zoned property to the west across Queensgate Drive as well as other commercially zoned property to the north, across Keene Road. Therefore, this proposed rezone could not be said to be spot zoning. Additionally, the proposal is consistent with the City's comprehensive plan. Further, the City plan calls for commercial development of the parcel to the south of the site as well. Columbia Valley Holdings LLC is also the owner of this parcel and will bring forward a proposal for commercial development in the future.

9. *Identify impacts on the environment and public safety:*

**Response:** The site does not contain any critical areas as identified in the City's comprehensive plan. Further, the environmental work already prepared for the previous PUD project provides detailed environmental information without identifying any significant adverse impacts. Development of the site will impact public safety, as commercial development will require police, fire and emergency service protection beyond what is

needed for undeveloped property. The City's development standards applicable to commercial development will require adherence to building and fire code standards, placement of fire hydrants, and/or the installation of fire protective sprinkler systems. The specific design requirements of these buildings will be reviewed and approved at the time detailed construction plans are submitted to the city for review. Further, the site is located approximately one mile from the existing fire station on Duportail Avenue and so will easily meet desired emergency response times for the fire department. Application of building code, fire code and public works standards will ensure that public safety will be maintained. Revenues associated with commercial development including sales and property taxes will provide the City with revenue to absorb the additional costs associated with providing public safety services to the site.

## **Rezone – Criteria for Review**

Washington Courts have applied the following three basic rules when reviewing appeals of rezone applications:

1. There is no presumption favoring the rezone request;

**Response:** The proposed C-2 commercial zoning is a rational zoning classification for this property for the following reasons:

- The site has been designated as suitable for commercial uses within the City's adopted comprehensive plan;
- Commercial land uses, subject to specific mitigation measures, are anticipated within the development agreement that is in place on the property (refer to attached Contract #92-10.);
- The location of the site, at the intersection of Keene Road and Queensgate Drive, makes commercial development of the site the most reasonable land use for the site and provides additional commercial services to the residents of the South Richland area;
- The proximity of commercial development to the north across the Keene Road corridor makes commercial development of the site a compatible use within the neighborhood; and
- The proposed buffers, physical separation between the site and nearby residential land uses and the mitigation measures identified in the existing development agreement are sufficient to adequately protect residential uses from commercial land use impacts.

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*

**Response:** The site has been designated as suitable for commercial development in the City's comprehensive plan. It is also consistent with the development agreement that is in force on the property. Further, conditions have changed since the comprehensive plan designation and agreement were put in place in 2010. Specifically, there has been significant growth in South Richland over the past 16 years that has generated a need for additional commercial development. Further, the extension of Queensgate Drive between Keene and Shockley Roads has increased the capacity for vehicle traffic in the vicinity, which can adequately accommodate traffic volumes typically associated with commercial development.

3. *The rezone must have a substantial relationship to the public health, safety, morals or general welfare.*

**Response:** Approval of the rezone will provide for commercial development that will be an attractive, convenient and desirable place to work and shop. The proposed rezone application promotes and protects public health, safety and welfare in the following ways:

- Provides an urban commercial center that will provide a variety of goods and services to the immediate neighborhood and larger South Richland area in a manner that is consistent with the City's adopted comprehensive plan;
- Provides commercial facilities in a location that is adjacent to major transportation corridors, including bus routes;
- Includes provisions to provide adequate and effective buffers to the adjacent low density residential property;
- Is consistent with the provisions of the Development Agreement that governs this site;
- Is well located at the intersection of two major street corridors that have been fully developed with turn lanes and a traffic signal, is in conformance with the City's transportation plan and has capacity to serve additional traffic volumes normally associated with commercial development;
- Is located adjacent to existing city utility systems that can be extended to serve commercial development;
- Includes restrictions that will eliminate inappropriate uses from the site and will ensure that adequate mitigation is provided for the adjoining low density residential property.

## Contract #92-10 Section 10 of Development Agreement

The project site is subject to a development agreement that the City originally entered into with the property owners in 2010. The agreement (Contract #92-10) was modified in 2022. Section 10 of the agreement addresses how development of the 47.5 acre Queensgate South area is to develop. The complete agreement is attached. Reprinted here, only the specific provisions that impact the subject property are listed.

- e) *Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:*
1. *Building setbacks;*
  2. *Maximum building height;*
  3. *Landscape screening and/or fencing;*
  4. *Restrictions on outdoor lighting;*
  5. *Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas. The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.*

**Response:** This commercial rezone proposal recommends specific restrictions be applied to the site through a concomitant agreement or similar legal document acceptable to the City that would include the following standards:

- A. Uses.** Future use of the subject properties shall be consistent with the land uses as identified in the C-2 Retail Business zone as it exists today or as it may be amended in the future; provided that the following uses shall not be permitted:
1. Automotive Repair Uses;
  2. Car Wash;
  3. Fuel Station/Mini Mart;
  4. Truck Rentals;
  5. Truck Stop;
  6. Vehicle Sales;
  7. Contractor's Offices;
  8. Funeral Establishments;
  9. Laundry/Dry Cleaning Uses;
  10. Telemarketing Services;
  11. Emergency Shelters;
  12. Transitional Housing;
  13. Secondhand Store;
- B. Design Standards.**

1. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
2. Building colors shall emphasize muted earth tones.
3. The use of highly reflective or glossy materials shall be used for accents only.
4. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
5. All sides of a building shall express consistent architectural detail and character.
6. Site walls and screen walls shall be architecturally integrated with the building.
7. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
8. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
9. Rooftop mechanical equipment shall be screened.
10. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City outdoor lighting standards.
11. All utilities serving commercial buildings shall be undergrounded.
12. Building setbacks and building height shall be consistent with C-2 zoning standards.
13. Off-street parking requirements shall meet the minimum standards as identified in the City zoning code.

**C. Development Standards Applicable to the Eastern Boundary of the Site**

Future development on buildings or parcels that are adjacent to the eastern boundary of the parcel shall meet the following standards:

1. Building setback from the eastern property boundary shall be a minimum of 20 feet.
2. The building face and main entry into the building shall not be oriented towards the eastern property boundary.
3. No reflective glazing shall be used on the east side of buildings.
4. Screening along the eastern property boundary shall be a combination of landscaping, landscape rock, retaining wall and fencing. Landscape/screening shall measure a minimum of 10 feet in width or to the top of the slope, whichever distance is greater. Final landscape plans shall be approved by the City and shall be installed concurrently with completion of a commercial building.

*f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include*

*review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.*

**Response:** The applicant has prepared a traffic analysis which has been reviewed by city staff to coordinate potential locations for access onto Keene Road. Final design details on driveway location will be determined when specific development plans are brought forward for review.

*g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multifamily/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than forty (40) feet on portions of the Site zoned commercial west of Queensgate Drive.*

**Response:** The proposal would place C-2 zoning on the site as allowed within the development agreement along with development restrictions as outlined in the response above.

*h. Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.*

**Response:** The rezone proposal includes a concomitant agreement that incorporates design standards similar in nature to those found in Section 23.28.020(D) of the Richland Municipal Code and identical to those included as Exhibit B of the Development Agreement.

*k. The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with items a through j as listed above.*

**Response:** The commercial rezone proposal does not contemplate any deviations to the zoning boundaries.

- I. *The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed within the Site that requires public review under the provisions of the Richland Municipal Code.*

**Response:** This is an obligation to be met by the City.

**LEGAL DESCRIPTION**

**RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT  
PORTIONS OF THE SW1/2, THE NW ¼ AND THE NE1/4 OF THE SW ¼ OF SECTION 22, TOWNSHIP  
9 NORTH, RANGE 28 EAST, W.M. BENTONE COUNTY, WASHINGTON**

PARCEL 2

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC

OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $09^{\circ}27'46''$  A DISTANCE OF 25.35 FEET;  
THENCE NORTH  $31^{\circ}09'49''$  WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE  
CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY  
ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $45^{\circ}54'25''$  A DISTANCE OF  
66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A  
RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A  
CENTRAL ANGLE OF  $46^{\circ}06'33''$  A DISTANCE OF 15.29 FEET; THENCE SOUTH  $56^{\circ}49'12''$  WEST A  
DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST  
HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE  
THROUGH A CENTRAL ANGLE OF  $44^{\circ}27'17''$  A DISTANCE OF 14.74 FEET TO A POINT ON THE  
WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF RICHLAND  
AND JOHN PERRY, JULEE ANN PERRY, BEULAH COSENS, LINDA  
NORWOOD, KERRY WATTS AND JONGJIT WATTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this ~~20<sup>th</sup>~~ <sup>20<sup>th</sup></sup> day of ~~June~~ <sup>July</sup> 2009, by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

**RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or persons having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" include, but are not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Richland and the Owners relates to the amendment of the City Comprehensive Plan land use designations for approximately 47 acres of land generally located south of Keene Road, north of Shockley Road, east of the Plat of Country Ridge and which consists of five separate parcels of record and which has been the subject of File #Z2008-109; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;

b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

c) Adoption of this development agreement will complete a settlement agreement entered into between the city of Richland, the property owners and the appellants.

d) After a public hearing, by Ordinance No. ~~21-19~~ the City Council authorized the City Manager to sign this Development Agreement with the Owners; and

Now, therefore, the parties hereto agree as follows:

**General Provisions**

**Section 1. *The Project.*** Future development of the site is anticipated to be a mix of commercial, office and residential uses as set forth in the comprehensive plan. The owners acknowledge that there is not yet a specific development proposal for the site. This agreement anticipates that the Owners will develop plans themselves and/or sell the site to a Developer(s) who will then develop specific plans for the future use of the site.

**Section 2. *The Site.*** The project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

**Section 3. *Definitions.*** As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “*Adopting Ordinance*” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) “*Developer*” means any party or parties who acquire ownership of the site or a portion of the site and bring forward plans for the future development of the site and who shall be subject to the applicable provisions of this agreement.

c) “*Existing Development Regulations*” means the ordinances adopted by the City Council of Richland in effect on the date that the Adopting Ordinance takes effect, including the following provisions of the Richland Municipal Code: Title 12 – Streets, Title 19 – Development Regulation Administration, Title 20 – Buildings, Title 22 – Environment, Title 23 – Zoning, Title 24 – Subdivision, and Title 27 Signs as well as all other provisions of City Code that address design standards.

d) “*Owners*” means collectively the parties who have ownership interest in the five parcels of record that comprise the Site.

e) “*Project*” means the anticipated development of the Site, as specified in Section 1 and as addressed in the City’s adopted comprehensive plan.

**Section 4. *Exhibits.*** Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Site.
- b) Exhibit B – Design standards

**Section 5. *Parties to Development Agreement.*** The parties to this Agreement are:

a) The “City” is the City of Richland, 505 Swift Boulevard, Richland, WA 99352.

b) The “Owners” are John Perry, PO Box 5900, Kennewick, WA 99336; Julee Ann Perry, 1102 Appaloosa Way, Richland, WA 99352; Beulah Cosens, 3680 Keene Road, Richland, WA 99352; Linda Norwood, 324 Columbia Point Drive, Richland, WA

99352; Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; all of whom have ownership interests in some of the five parcels that comprise the site.

c) The “Developer.” From time to time, as provided in this Agreement, the Owners may sell or otherwise lawfully dispose of a portion of the Site to a Developer who shall be subject to the provisions of this Agreement related to such portion of the Site.

**Section 6. *Project is a Private Undertaking.*** It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 7. *Term of Agreement.*** This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force indefinitely. This agreement may be modified upon the City’s adoption of zoning for the site in a fashion consistent with the Comprehensive Plan, provided that any modification to the agreement shall be consistent with Section 18 herein and shall be consistent with the intent of this agreement. This or any future agreement shall be terminated when the Site has been fully developed. Fully developed shall mean any combination of final plat and site plan approval consistent with this agreement that bind the entire site. The terms and conditions of settlement agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004 are incorporated by reference into this development agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the site described in Exhibit A.

**Section 8. *Vested Rights of Owner.*** During the term of this Agreement, in developing the Site consistent with the Project described herein, the Owners are assured, and the City agrees, that the Site shall be permitted to develop in accordance with the comprehensive plan designations put into place on the site and that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Owners and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by the Owners.

**Section 9. *Current Permitted Uses*** The current permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be consistent with the zoning regulations pertaining to the SAG Suburban Agriculture and AG – Agricultural zoning districts, as codified in Title 23 of the Richland Municipal Code. This zoning shall remain in place until such time when the Owners and/or a Developer brings forward a proposal to amend the zoning.

**Section 10 *Future Uses.*** The future permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be determined when the City grants approval of an application(s) for zoning amendment brought forward by the Owners and/or Developer. The future zoning shall be consistent with the City’s adopted comprehensive plan and shall include the following:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the County Ridge property line.
- b) Areas that are designated as Medium Density Residential in the comprehensive plan may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwelling units per acre.
- c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivisions.
- d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Arterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
  - 1. Building setbacks;
  - 2. Maximum building height;
  - 3. Landscape screening and/or fencing;
  - 4. Restrictions on outdoor lighting;

5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

- f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;
- g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.
- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.
- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.
- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.
- k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.
- l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

within the Site that requires public review under the provisions of the Richland Municipal Code.

**Section 11. *Subject to City Development Standards.*** The Owners acknowledge that the development of the site shall be subject to the City's development standards in place at the time development proposals are brought forward, including but not limited to requirements for payments of fees and/or dedication of property for mitigation of traffic and park impacts; and for the installation and extension of public utility and street systems.

**Section 12. *Further Discretionary Actions.*** The Owners acknowledge that the City Municipal Code contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA and under the provisions of Title 19 of the Richland Municipal Code – Development Regulation Administration. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the provisions of the City Municipal Code.

**Section 13. *Existing Land Use Fees and Impact Fees.***

A. Land use fees adopted by the City by ordinance as of the effective date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Titles 12 and 20 of the Richland Municipal Code.

**Section 14. *Default.***

A. Failure or delay by either party not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Owners charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Owners to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Richland Municipal Code.

C. Extensions of time granted in writing by mutual consent by all parties to this agreement shall not be construed as a default.

**Section 15. *Termination*** This or any future Agreement shall be terminated when the Site has been fully developed in accordance with the Agreement. Fully developed shall mean

any combination of final plat approval and site plan approval consistent with this agreement that binds the entire site.

**Section 16. *Assignment and Assumption.*** This agreement shall not restrict the right of the owners to sell, assign or transfer their properties to any person, firm or corporation. The Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

**Section 17. *Covenants Running with the Land.*** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owners, Developer(s) and every purchaser, assignee or transferee of an interest in the Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of an Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Site sold, assigned or transferred to it.

**Section 18. *Amendment to Agreement; Effect of Agreement on Future Actions.*** This Agreement may be amended by mutual consent of all of the parties, to make minor amendments consistent with the terms of this agreement or to obtain relief from unduly oppressive terms or conditions, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200) and be consistent with the intent of the original agreement. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety. The City shall provide notification to the Country Ridge Homeowners Association President of any proposed amendment to this Development Agreement.

**Section 19. *Releases.*** Owners, and any subsequent Developer, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 20. *Notices.*** Notices, demands, correspondence to the City and Owners shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Director of Community Development and the City Attorney. Notices to subsequent Owners shall be required to be given by the City only for those Owners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 21. *Applicable Law and Attorneys' Fees.*** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Benton County Superior Court or the U.S. District Court for Eastern Washington.

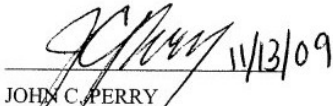
**Section 22. *Third Party Legal Challenge.*** In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner(s). In such event, Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

**Section 23. *Specific Performance.*** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

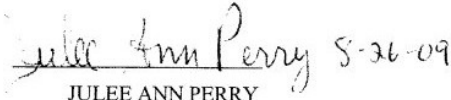
**Section 24. *Severability.*** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

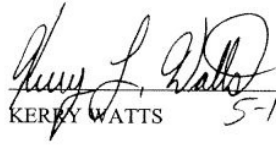
OWNERS

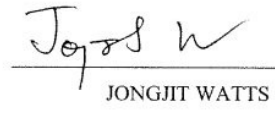
  
\_\_\_\_\_  
JOHN C. PERRY

  
\_\_\_\_\_  
LINDA NORWOOD

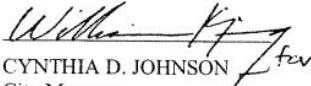
  
\_\_\_\_\_  
JULEE ANN PERRY

  
\_\_\_\_\_  
BEULAH COSENS

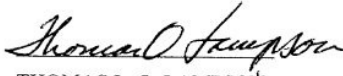
  
KERRY WATTS 5-11-10

  
JONGJIT WATTS 5-11-10

CITY OF RICHLAND

  
CYNTHIA D. JOHNSON  
City Manager

APPROVED AS TO FORM:

  
THOMAS L. O. LAMPSON  
City Attorney 2/20/10

**EXHIBIT A**  
**Legal Description**

Those portions of the Southwest Quarter of Section 22, Township 9 North, Range 28 E.W.M. lying south of the Keene Road Right-of-Way and north of the Shockley Road Right-of-Way and consisting of the following Benton County Assessor Parcel Identification Numbers: 1-2298-300-0002-002, 1-2298-300-0002-001, 1-2298-300-0001-009, 1-2298-300-0004-000, 1-2298-300-0003-002 & 1-2298-300-0005-000.

## **EXHIBIT B DESIGN GUIDELINES**

In order to enhance the human scale and respect the scale and character of the adjoining residential neighborhoods, commercial uses developed under this agreement will comply with the following guidelines:

- The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.
- Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.
- Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
- All sides of a building should express consistent architectural detail and character.
- All site walls and screen walls should be architecturally integrated with the building.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.
- Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.

**ORDINANCE NO. 2022-03**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,  
AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT  
AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF  
THE PLAT OF COUNTRY RIDGE.**

**WHEREAS**, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the “Original Agreement”)(Richland Contract No. 92-10); and

**WHEREAS**, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City’s 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

**WHEREAS**, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

**WHEREAS**, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

**WHEREAS**, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

**WHEREAS**, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

**WHEREAS**, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

**NOW, THEREFORE, BE IT ORDAINED** by the City of Richland as follows:

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

Section 5. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.


Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

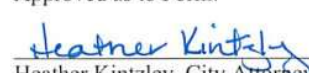
**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the 15<sup>th</sup> day of February, 2022.

  
Michael Alvarez, Mayor

Attest:

  
Jennifer Rogers, City Clerk

Approved as to Form:

  
Heather Kintzley, City Attorney

First Reading: February 1, 2022  
Second Reading: February 15, 2022  
Date Published: February 20, 2022

### FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

#### I. RECITALS

**WHEREAS**, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

**WHEREAS**, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

**WHEREAS**, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

**WHEREAS**, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

#### II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

**Section 7. Term of Agreement.** This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

- 6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
- 7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
- 8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

**City of Richland**  
a Washington municipal corporation

**Columbia Valley Property Holdings, LLC**  
a Washington limited liability company

By: \_\_\_\_\_  
Jon Amundson, ICMA-CM  
City Manager

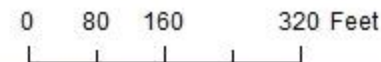
By: \_\_\_\_\_  
Mallikarjuna Vallem  
Managing Member

Approved as to Form:  
  
\_\_\_\_\_  
Heather Kintzley, City Attorney

# Vicinity Map

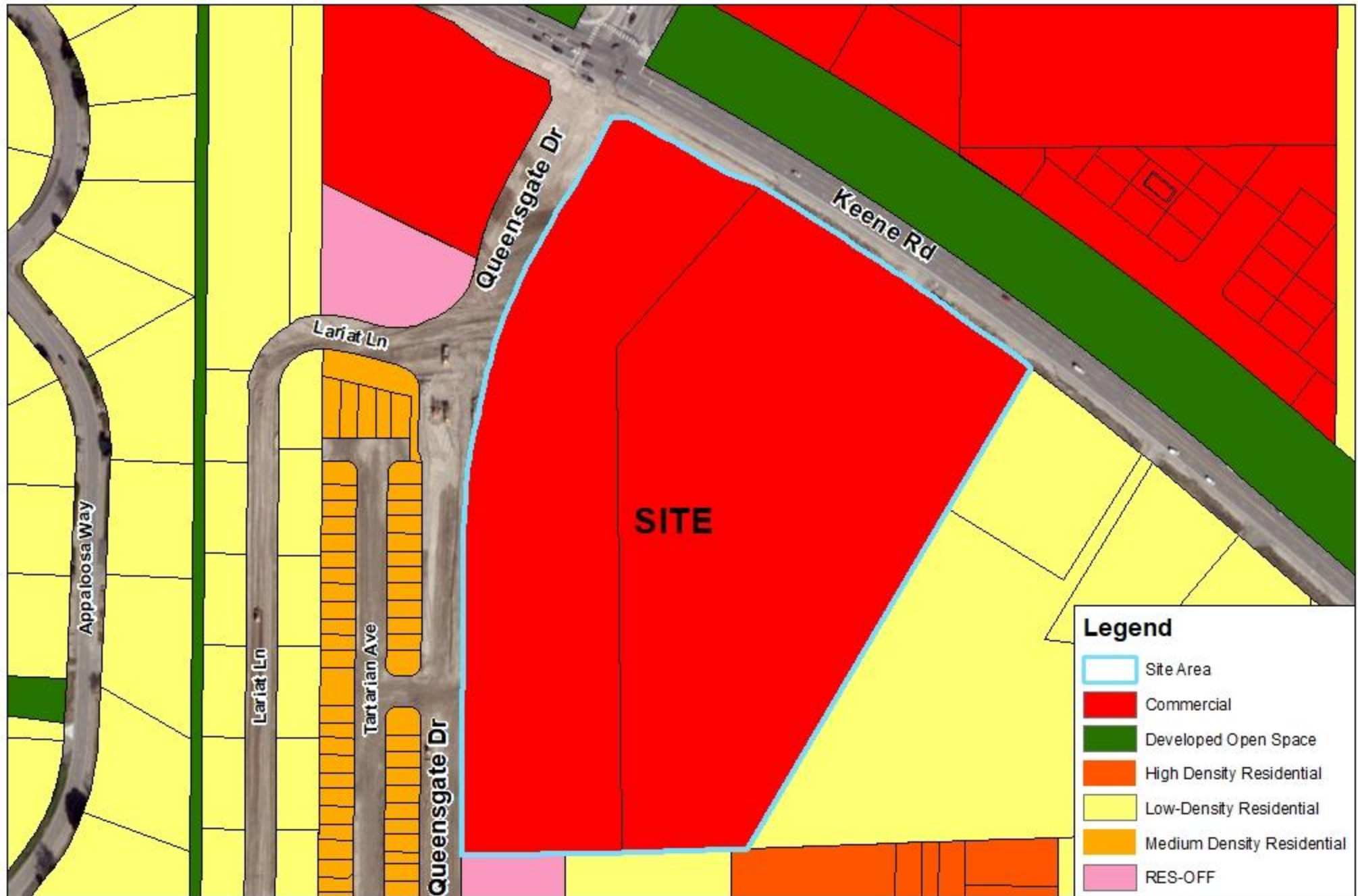
Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006

Exhibit 2



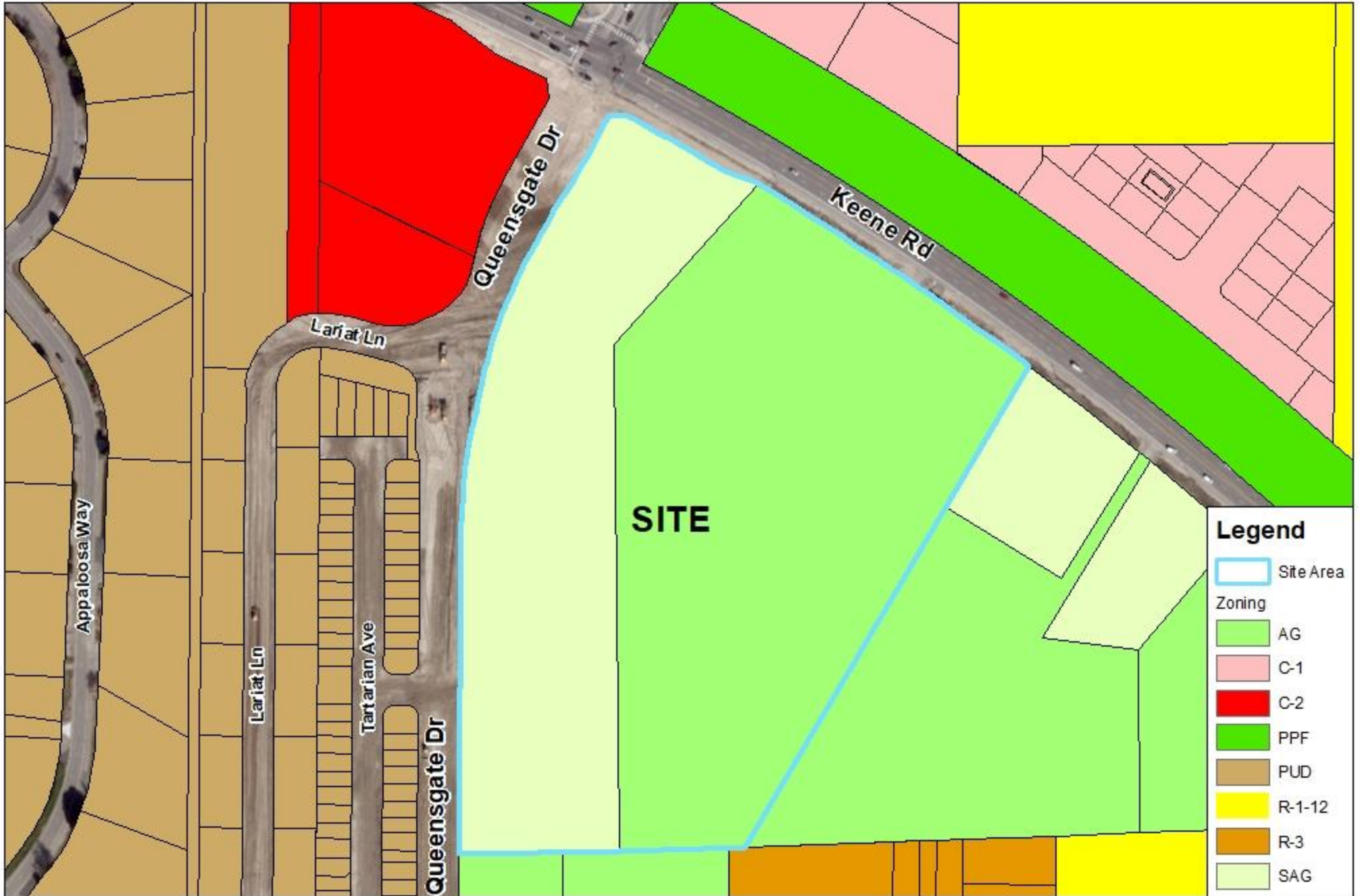
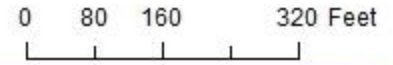
# Land Use Map

Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006



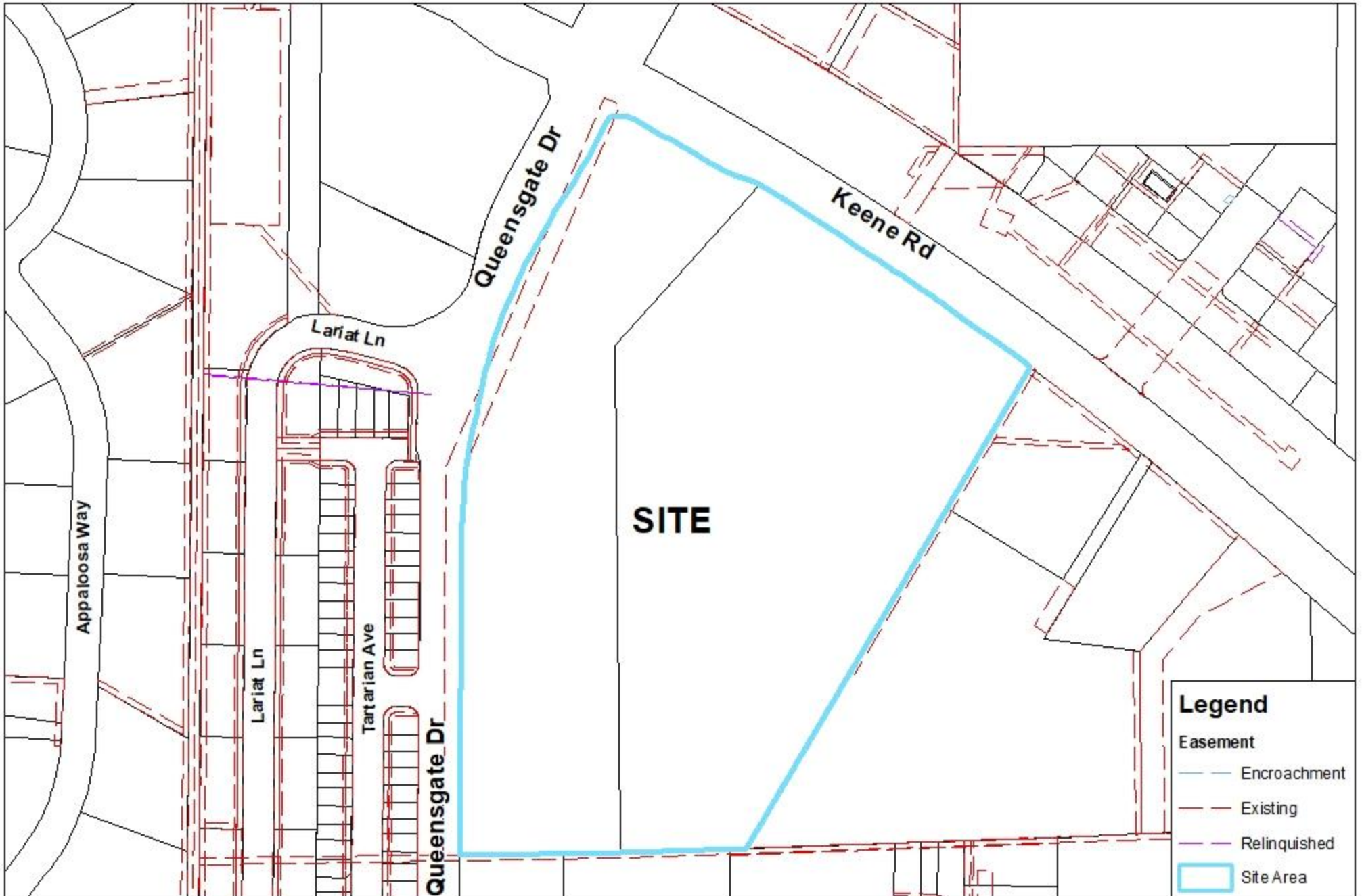
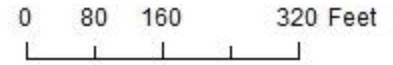
# Zoning Map

Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006



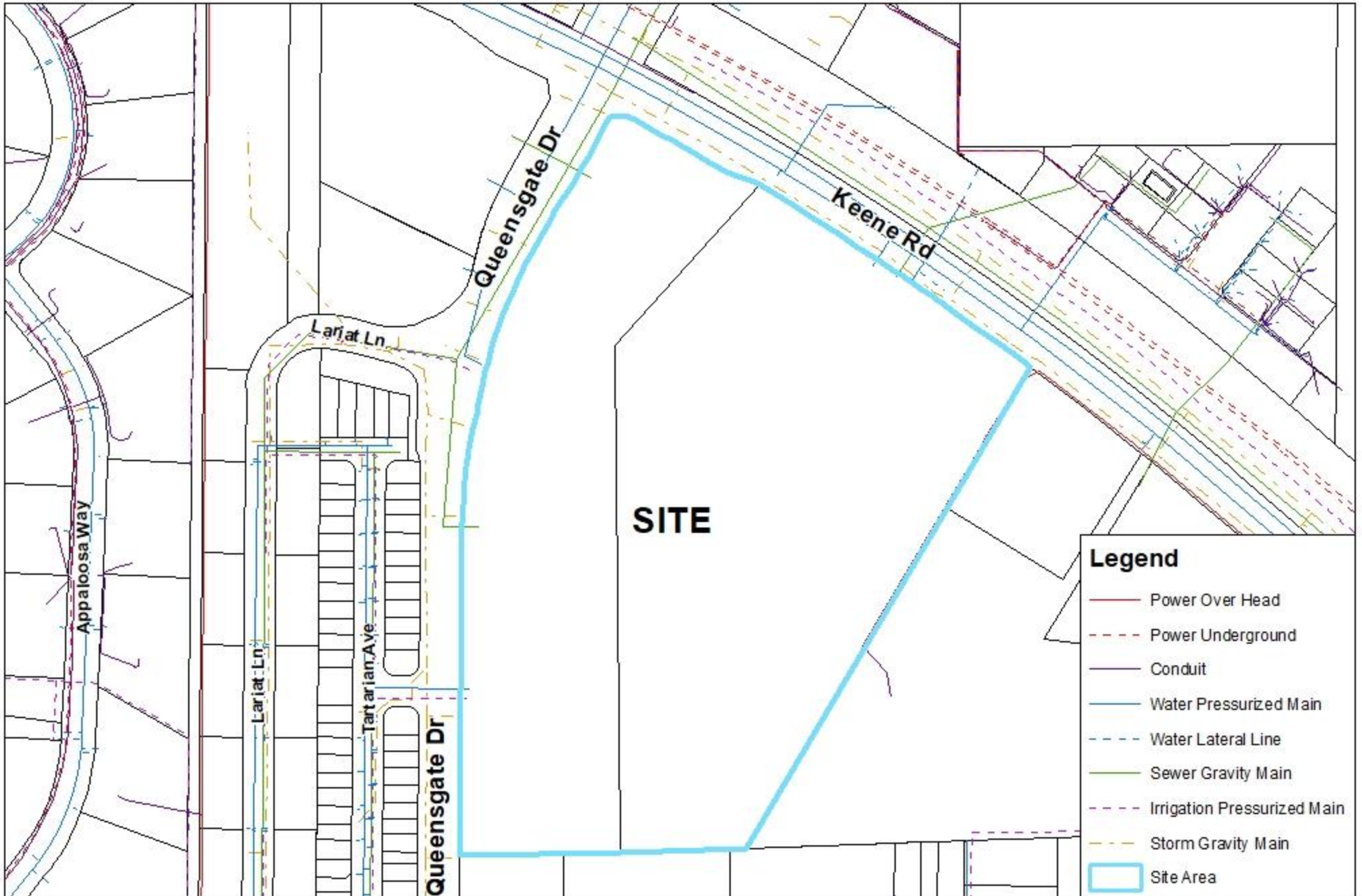
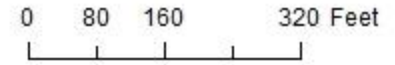
# Easement Map

Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006



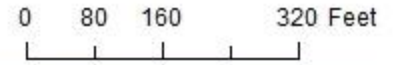
# Utilities Map

Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006



# Transportation Map

Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006



# Exhibit 3

## CITY OF RICHLAND PLANNING DIVISION

625 Swift Boulevard, MS-35  
Richland, WA 99352  
(509) 942-7794



### CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (PLN-T3A-2026-00006)

**Notice** is hereby given that Rick Simon of RPS Planning Consultant, on behalf of the property owner, Mallikajurana Vallem, has filed for a rezone application to change the zoning designation of the project site from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business) reflecting the City's Comprehensive Plan Land Use Designations. To view the application materials, please visit the City of Richland's Land Use webpage at <https://www.richlandwa.gov/business/land-use>.

**Project Site:** The project site is generally located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, and northwest of Fairhaven Loop and affects Parcel Numbers 122983000001009 and 122983000002008.

**Public Hearing:** The City of Richland Hearing Examiner will conduct a public hearing and review of the application on Monday, May 11, 2026, at 6:00pm in City Hall, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

**Environmental Review:** The proposal is not subject to environmental review and is exempt from the SEPA review process, as described in WAC 197-11-800(6)(c).

**Public Comment:** Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Ryan Nelson, Senior Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us).

**Comment Period Starts:** April 12, 2026

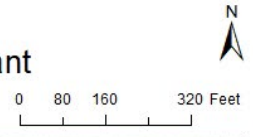
**Comment Period Ends:** May 11, 2026 at 6:00 PM

However, written comments must be received no later than 5:00 p.m. on Friday, May 01, 2026, to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

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

# Vicinity Map

Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006



**Legend**  
[Cyan outline] Site Area

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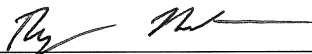
**AFFIDAVIT OF POSTING**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

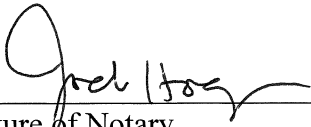
COMES NOW, **Ryan Nelson**, who, being first duly sworn upon oath deposes and says:

- 1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.
- 2. On the 10th day of April, 2026, I posted the attached NOTICE OF PUBLIC HEARING, File Number PLN-T3A-2026-00006 (Rezone of APN 122983000001009 and 122983000002008) at the following location:

The east side of Queensgate Drive, east of the intersection of Queensgate Drive and Tulare Street.

  
\_\_\_\_\_  
Signed: Ryan Nelson

SIGNED AND SWORN to before me this 10th day of April, 2026, by Ryan Nelson.

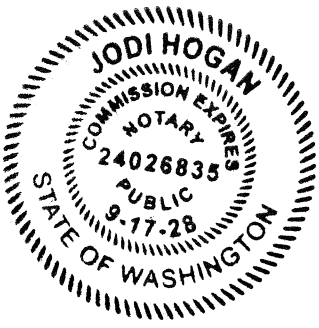
  
\_\_\_\_\_  
Signature of Notary

Jodi Hogan  
\_\_\_\_\_  
Printed Name

Notary Public in and for the State of Washington,

Residing in 125 Swift Blvd, Richland, WA

My appointment expires: 9-17-28



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**AFFIDAVIT OF MAILING**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF BENTON )

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

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

2. On the 14th day of April ,2026 I mailed a copy of the attached NOTICE OF PUBLIC HEARING (PLN-T3A-2026-00006) to the attached list of individuals via regular USPS on the date indicated above. The City of Richland Hearing Examiner will conduct a public hearing and review of the application on May 11, 2026.

Jodi Hogan  
Signed: Jodi Hogan

SIGNED AND SWORN to before me this 14th day of April ,2026 by Jodi Hogan.

Brandy Janessa Meyer  
Notary Public in and for the State of Washington,

Brandy Janessa Meyer  
Print Name

Residing at 625 Swift Blvd.

My appointment expires: 02/11/2030



AFFIDAVIT OF MAILING - 1  
Address list attached.

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

CLIFF JESSICA SIRI  
2105 KEENE RD  
RICHLAND, WA 99352

COLUMBIA VALLEY PROPERTY HOLDINGS LLC  
500 108TH AVE NE  
BELLEVUE , WA 98004

GINA HOLDINGS LLC  
2540 BARONA PL  
SANTA ROSA, CA 95405

HEAVY 2 LLC  
999 QUEENSGATE DR  
RICHLAND, WA 99352

TAYLOR STEPHEN A & JANICE C  
720 SHOCKLEY RD  
RICHLAND, WA 99352-6715

CLIFF CHRISTINA KEELY  
89 GAP MOUNTAIN RD  
TROY, NH 03465

CLIFF TRUSTEE WILLIAM C  
2109 KEENE RD  
RICHLAND, WA 99352

FAIRHAVEN TOWNHOMES LLC  
500 108TH AVE NE  
BELLEVUE, WA 98004

GOULET PROPERTIES LLC  
4109 WESTLAKE CT  
WEST RICHLAND, WA 99353

MARSH QUEENSGATE PROPERTIES LLC  
MARSH LIVING TRUST  
RICHLAND, WA 99352

**CITY OF RICHLAND**  
**PLANNING DIVISION**

625 Swift Boulevard, MS-35  
Richland, WA 99352  
(509) 942-7794



**CITY OF RICHLAND**  
**NOTICE OF APPLICATION AND PUBLIC HEARING**  
**(PLN-T3A-2026-00006)**

**Notice** is hereby given that Rick Simon of RPS Planning Consultant, on behalf of the property owner, Mallikajurana Vallem, has filed for a rezone application to change the zoning designation of the project site from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business) reflecting the City's Comprehensive Plan Land Use Designations. To view the application materials, please visit the City of Richland's Land Use webpage at <https://www.richlandwa.gov/business/land-use>.

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**Public Comment:** Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Ryan Nelson, Senior Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us).

**Comment Period Starts:** April 12, 2026

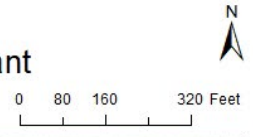
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However, written comments must be received no later than 5:00 p.m. on Friday, May 01, 2026, to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

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

# Vicinity Map

Item: 2155 Keene Road Rezone  
Applicant: Rick Simon of RPS Planning Consultant  
File #: PLN-T3A-2026-00006



**Legend**  
[Cyan outline] Site Area

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
51422	IPL0329894	Legal Ad - IPL0329894	D2586000 4401	1.0	61.0L

ATTENTION: CITY OF RICHLAND/LEGALS IP  
 625 SWIFT BLVD. MS-11  
 RICHLAND, WA 99352  
 janderson@ci.richland.wa.us; tclark@ci.richland.wa.us; purchasing@ci.richland.wa.us

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

the undersigned, 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, and that said newspaper was regularly distributed to its subscribers during all of this period.

1.0 insertion(s) published on:

04/12/26 Print

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**CITY OF RICHLAND  
 NOTICE OF APPLICATION AND  
 PUBLIC HEARING  
 (PLN-T3A-2026-00006)**

**Notice:** Rick Simon of RPS Planning Consultant, on behalf of the property owner, Mallikajurana Vallem, has filed for a rezone application to change the zoning designation of the project site from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business), reflecting the City's Comprehensive Plan Land Use Designations. To view the application materials, please visit the City of Richland's Land Use webpage at <https://www.richland-wa.gov/business/land-use>.

**Project Site:** The project site is generally located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, and northwest of Fairhaven Loop and affects Parcel Numbers 122983000001009 and 122983000002008.

**Public Hearing:** The Richland Hearing Examiner will conduct a public hearing and review of the application on **Monday, May 11, 2026 at 6:00 p.m.** in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

**Environmental Review:** The proposal is not subject to environmental review and is exempt from the SEPA review process, as described in WAC 197-11-800(6)(c).

**Public Comment:** Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Ryan Nelson, Senior Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us).

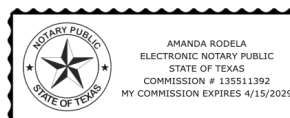
**Comment Period Starts:** April 12, 2026

**Comment Period Ends:** May 11, 2026, at 6:00 p.m.

However, written comments must be received no later than 5:00 p.m. on Friday, May 1, 2026, to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

Date Published: Sunday, April 12, 2026  
 IPL0329894  
 Apr 12 2026

Sworn to and subscribed before me on



**CITY OF RICHLAND  
NOTICE OF APPLICATION AND  
PUBLIC HEARING  
(PLN-T3A-2026-0006)**

**Notice:** Rick Simon of RPS Planning Consultant, on behalf of the property owner, Mallikajurana Vallem, has filed for a rezone application to change the zoning designation of the project site from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business), reflecting the City's Comprehensive Plan Land Use Designations. To view the application materials, please visit the City of Richland's Land Use webpage at <https://www.richland-wa.gov/business/land-use>.

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Date Published: Sunday, April 12, 2026

IPL0329894  
Apr 12 2026

# Exhibit 4



## BENTON CLEAN AIR AGENCY

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April 14, 2026

Planning Division  
625 Swift Blvd., MS-35  
Richland, WA 99352

Re: PLN-T3A-2026-00006

**Applicant/Proponent:** Rick Simon

Attn:

98402 N Harrington Rd  
West Richland, WA 99353

Dear Richland Planning Division:

It has come to our attention that you are reviewing a proposal for the above-named applicant in which a parcel or parcels will be disturbed for development. Because these activities may cause possible fugitive dust emissions, we would like to take this opportunity to provide information to ensure that the applicant takes reasonable steps to control the dust from his/her project.

The Benton Clean Air Agency (BCAA) requires the applicant submit a Proof of Contact: Soil Destabilization Notification for this project prior to any excavation/construction taking place. This will ensure that the proponent has the ability and resources to control fugitive dust emissions that may be created because of construction activities. This will also inform them of the regulations and requirements of the BCAA. Additionally, a written dust control plan must be developed and maintained for all soil destabilization projects and must be readily available upon request by the BCAA. Part of this plan is submitting the name of at least one person for the project so that the BCAA has a point of contact should we receive any dust complaints from the project. The Soil Destabilization Notification form can be found and submitted on our website, [www.bentoncleanair.org](http://www.bentoncleanair.org).

Thank you for the opportunity to comment on this proposal. If you have any questions, or would like further information on this subject, please contact us at (509) 783-1304.

Sincerely,

*Deon Steichen*

Deon Steichen  
Inspector

**From:** [Rodgers,Deborah \(CONTR\) - TERR-TRI CITIES RMHQ](#)  
**To:** [Planning](#)  
**Subject:** RE: 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)  
**Date:** Friday, May 1, 2026 1:38:47 PM  
**Attachments:** [image001.png](#)

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

Ryan,

Bonneville Power Administration (BPA) has had the opportunity to review 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006).

In researching our records, we have found that this proposal will not directly impact BPA facilities approximately 1,140 feet from the subject property. BPA does not have any objections to the approval of this request at this time.

If you have any questions or need additional information, please feel free to me by email or at (360) 624-0566 or BPA realty specialist Valorie Connell at (509) 544-4746 or by email at [VLConnell@bpa.gov](mailto:VLConnell@bpa.gov).

Thank you for the opportunity to review this application.

**Deborah Rodgers**

**[BONNEVILLE POWER ADMINISTRATION](#)**

**[DEPARTMENT OF ENERGY](#)**

(CONTR) Actalent

Right-of-Way Agent | Real Property Field Services | TERR/Tri-Cities-RMHQ

[dxroddgers@bpa.gov](mailto:dxroddgers@bpa.gov) | 360-624-0566

---

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

**Sent:** Friday, April 10, 2026 11:01 AM

**To:** Castle,Angela C (CONTR) - TERR-PASCO <[accastle@bpa.gov](mailto:accastle@bpa.gov)>; [admin@basindisposal.com](mailto:admin@basindisposal.com); Ashley Morton <[AshleyMorton@ctuir.org](mailto:AshleyMorton@ctuir.org)>; Badger Mountain Irrigation District <[bmidmanager@badgermountainirrigation.com](mailto:bmidmanager@badgermountainirrigation.com)>; Ballard, Jennifer <[jballard@richlandwa.gov](mailto:jballard@richlandwa.gov)>; Benton County - Segregations <[Segregations@co.benton.wa.us](mailto:Segregations@co.benton.wa.us)>; Benton County Planning <[Planning.Department@co.benton.wa.us](mailto:Planning.Department@co.benton.wa.us)>; Benton PUD, Broadband <[osp@noanet.net](mailto:osp@noanet.net)>; Benton PUD, Electrical <[engservice@bentonpud.org](mailto:engservice@bentonpud.org)>; Carrie Thompson <[carrie.thompson@bnsf.com](mailto:carrie.thompson@bnsf.com)>; Casey Barney, Yakama Nation <[Casey\\_Barney@Yakama.com](mailto:Casey_Barney@Yakama.com)>; [chaz.bates@commerce.wa.gov](mailto:chaz.bates@commerce.wa.gov) <[chaz.bates@commerce.wa.gov](mailto:chaz.bates@commerce.wa.gov)>; [city@basindisposal.com](mailto:city@basindisposal.com); Craig Hamilton <[c.hamilton@bces.wa.gov](mailto:c.hamilton@bces.wa.gov)>; Crosepa@ecy.wa.gov <[Crosepa@ecy.wa.gov](mailto:Crosepa@ecy.wa.gov)>; DAHP SEPA Reviews <[sepa@dahp.wa.gov](mailto:sepa@dahp.wa.gov)>; DAlessandro, Carlo <[cdalessandro@richlandwa.gov](mailto:cdalessandro@richlandwa.gov)>; Damien Hooper - BC Planning Manger <[damien.hooper@co.benton.wa.us](mailto:damien.hooper@co.benton.wa.us)>; Davis, Deanna <[d.davis@bces.wa.gov](mailto:d.davis@bces.wa.gov)>; Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ <[dxroddgers@bpa.gov](mailto:dxroddgers@bpa.gov)>; Deskins, John <[jdeskins@richlandwa.gov](mailto:jdeskins@richlandwa.gov)>; Eric Mendenhall <[emendenhall@westrichland.org](mailto:emendenhall@westrichland.org)>; Erin Hockaday <[erin.hockaday@bfhd.wa.gov](mailto:erin.hockaday@bfhd.wa.gov)>; Former Orchards <[FormerOrchards@ecy.wa.gov](mailto:FormerOrchards@ecy.wa.gov)>; GIS <[gis@co.benton.wa.us](mailto:gis@co.benton.wa.us)>; Greg Wendt <[greg.wendt@co.benton.wa.us](mailto:greg.wendt@co.benton.wa.us)>; Hill, Kelly <[khill@richlandwa.gov](mailto:khill@richlandwa.gov)>; Hogan, Jodi <[jhogan@richlandwa.gov](mailto:jhogan@richlandwa.gov)>; Homero.Gonzalez@ziply.com;

ian\_gray@yakama.com; Jason McShane <jmcsbane@kid.org>; Jessica Lally, Yakama Nation <Jessica\_Lally@Yakama.com>; Kinch,James L (BPA) - TERR-BELL-1 <JLKinch@bpa.gov>; Jodeer@bfhd.wa.gov; John Lyle <john.lyle@bentoncleanair.org>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Ken Gosney <ken.gosney@rsd.edu>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Kramer, Steve <skramer@richlandwa.gov>; M. Deklyne <mjdelyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@richlandwa.gov>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizael <macevedo@richlandwa.gov>; Nelson, Ryan <rnelson@richlandwa.gov>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah\_Oliver@Yakama.com>; Orr, Bruce <borr@richlandwa.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathafor, Jason <jreathafor@richlandwa.gov>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rizzitiello, Mike <mrizzitiello@richlandwa.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@richlandwa.gov>; Schiessl, Joe <jschiessl@richlandwa.gov>; Schluter, Shaun <sschluter@richlandwa.gov>; SEPA BFHD <SEPA@bfhd.wa.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Tyler Thompson-Benton County Clean Air <tyler.thompson@bentoncleanair.org>; Connell,Valorie L (BPA) - TERR-PASCO <vlconnell@bpa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@richlandwa.gov>; Whittier, John <jwhittier@richlandwa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@richlandwa.gov>

**Subject:** 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)

Good Morning,

Rick Simon of RPS Planning Consultant, on behalf of Mallikajurana Vallem (property owner), has filed for a rezone application to change the zoning designation of the project site from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business) reflecting the City's Comprehensive Plan Land Use Designations. The project site is generally located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, and northwest of Fairhaven Loop and affects the following parcel numbers: 122983000002008 and 122983000001009.

Please review the attached materials relative to your agency's regulations or you may view the related materials at <https://www.richlandwa.gov/business/land-use> and submit any comments no later than 5:00 PM on May 01, 2026 to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you and have a good day,

**Ryan Nelson**

Senior Planner

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



(509) 942-7587

---

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**From:** [Chris Sittman](#)  
**To:** [Planning](#)  
**Cc:** [Wendy Durado](#)  
**Subject:** RE: 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)  
**Date:** Tuesday, April 14, 2026 2:42:23 PM  
**Attachments:** [image001.png](#)

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

KID has no comments.

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

---

**From:** Planning <planning@ci.richland.wa.us>  
**Sent:** Friday, April 10, 2026 11:01 AM  
**To:** accastle@bpa.gov <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Ballard, Jennifer <jballard@richlandwa.gov>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey\_Barney@Yakama.com>; chaz.bates@commerce.wa.gov <chaz.bates@commerce.wa.gov>; city@basindisposal.com; Craig Hamilton <c.hamilton@bces.wa.gov>; Crosepa@ecy.wa.gov <Crosepa@ecy.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@richlandwa.gov>; Damien Hooper - BC Planning Manger <damien.hooper@co.benton.wa.us>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@richlandwa.gov>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; Former Orchards <FormerOrchards@ecy.wa.gov>; GIS <gis@co.benton.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Hill, Kelly <khill@richlandwa.gov>; Hogan, Jodi <jhogan@richlandwa.gov>; Homero.Gonzalez@ziply.com; ian\_gray@yakama.com; Jason McShane <JMcShane@kid.org>; Jessica Lally, Yakama Nation <Jessica\_Lally@Yakama.com>; JLKinch@bpa.gov; Jodeer@bfhd.wa.gov; John Lyle <john.lyle@bentoncleanair.org>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Ken Gosney <ken.gosney@rsd.edu>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; Kramer, Steve <skramer@richlandwa.gov>; M. Deklyne

<mjdekyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@richlandwa.gov>; Michael Tovey <michael.tovey@ziply.com>; Acevedo, Mizael <macevedo@richlandwa.gov>; Nelson, Ryan <rnelson@richlandwa.gov>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah\_Oliver@Yakama.com>; Orr, Bruce <borr@richlandwa.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <jreathaford@richlandwa.gov>; Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rizzitiello, Mike <mrizzitiello@richlandwa.gov>; Ryan Anderson <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@richlandwa.gov>; Schiessl, Joe <jschiessl@richlandwa.gov>; Schluter, Shaun <sschluter@richlandwa.gov>; SEPA BFHD <SEPA@bfhd.wa.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth Defoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Tyler Thompson-Benton County Clean Air <tyler.thompson@bentoncleanair.org>; Val Connell <vlconnell@bpa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@richlandwa.gov>; Whittier, John <jwhittier@richlandwa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@richlandwa.gov>

**Subject:** 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Thank you and have a good day,



**Ryan Nelson**  
Senior Planner  
625 Swift Blvd., MS-35 | Richland, WA 99352  
(509) 942-7587

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*have no expectation of privacy in emails transmitted to or from the City of Richland.*

**From:** [MacNaughton, James \(DAHP\)](#)  
**To:** [Planning](#); [Nelson, Ryan](#)  
**Cc:** "[Ashley M. Morton](#)"; [Jessica Lally](#); [lawrence.squiemphen@ctwsbnr.org](mailto:lawrence.squiemphen@ctwsbnr.org); [Gregg Kiona](#); [Ian Gray](#)  
**Subject:** 2026-04-03049 - RE: 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)  
**Date:** Wednesday, April 22, 2026 2:39:09 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[2021-10-06966\\_122822\\_Concur with Survey.pdf](#)

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

Good Afternoon Richard


Thank you for reaching out and allowing DAHP to comment on this project. As this project area was covered in an earlier phase of this project (2021-10-06966), we were able to apply the survey from that project. As a courtesy, I have attached the letter from DAHP concurring with the findings, results and recommendations from the Cultural Resources Survey (CRS) entitled "CRS for the Queensgate Development Project Richland, WA," (Swords & Sexton 2021). As no cultural resources were discovered during survey and testing, no further direct archaeological supervision of the project is required; however, it is strongly advised that an Inadvertent Discovery Plan (IDP) is followed, with a copy kept onsite at all times, and having all crew members briefed on IDP procedures.

Please note this is only the opinion of DAHP and Affected Tribes may have access to proprietary information unavailable to DAHP at the time of this writing. Comments from Tribal Cultural Services departments or significant changes to project design may require review of this decision.

If you have any questions please feel free to contact me.

Regards

James

	<p><b>James MacNaughton, MSc, RPA (He/Him)</b> Local Government Archaeologist Email: <a href="mailto:James.MacNaughton@dahp.wa.gov">James.MacNaughton@dahp.wa.gov</a> Mobile: (360) 280-7563   Main Office: (360) 586-3065 Hours: 7AM - 3:30PM Monday to Friday Physical Address: 1110 Capitol Way South Suite 30, Olympia, WA 98501 Mailing Address: PO Box 48343, Olympia, WA 98504-8343 <a href="http://www.dahp.wa.gov">www.dahp.wa.gov</a></p>
---	---

*Please note that many DAHP*

---

*employees are working from home. E-mail will be the best method of communication.*

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

**Sent:** Friday, April 10, 2026 11:01 AM

**To:** accastle@bpa.gov <accastle@bpa.gov>; admin@basindisposal.com; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Ballard, Jennifer <jballard@richlandwa.gov>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey\_Barney@Yakama.com>; Bates, Chaz (COM) <chaz.bates@commerce.wa.gov>; city@basindisposal.com; Hamilton, Craig <C.Hamilton@bces.wa.gov>; ECY RE CRO SEPA Coordinator <crosepa@ecy.wa.gov>; DAHP SEPA <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@richlandwa.gov>; Damien Hooper - BC Planning Manger <damien.hooper@co.benton.wa.us>; Deanna Davis <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@richlandwa.gov>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <Erin.hockaday@bfhd.wa.gov>; ECY RE Former Orchards <formerorchards@ECY.WA.GOV>; GIS <gis@co.benton.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Hill, Kelly <khill@richlandwa.gov>; Hogan, Jodi <jhogan@richlandwa.gov>; Homero.Gonzalez@zipl.com; ian\_gray@yakama.com; Jason McShane <jmcschane@kid.org>; Jessica Lally, Yakama Nation <Jessica\_Lally@Yakama.com>; JKinch@bpa.gov; JoDee Peyton <jodeer@bfhd.wa.gov>; John Lyle <john.lyle@bentoncleanair.org>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@zipl.com>; Cooper, Kelly (DOH) <Kelly.Cooper@DOH.WA.GOV>; Ken Gosney <ken.gosney@rsd.edu>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Kramer, Steve <skramer@richlandwa.gov>; M. Deklyne <mjdekllyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@richlandwa.gov>; Michael Tovey <michael.tovey@zipl.com>; Acevedo, Mizaël <macevedo@richlandwa.gov>; Nelson, Ryan <rnelson@richlandwa.gov>; NMCummings@bpa.gov; Noah Oliver, Yakama Nation <Noah\_Oliver@Yakama.com>; Orr, Bruce <borr@richlandwa.gov>; Gonseth, Paul <paul.gonseth@wsdot.wa.gov>; PublicWorks@co.benton.wa.us; Quentin Wright <QWright@portofbenton.com>; Reathaford, Jason <jreathaford@richlandwa.gov>; COM GMU Review Team <reviewteam@commerce.wa.gov>; rgoede@noanet.net; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rizzitiello, Mike <mrizzitiello@richlandwa.gov>; Anderson, Ryan (ECY) <rand461@ECY.WA.GOV>; Sanchez, Juan <jsanchez@richlandwa.gov>; Schiessl, Joe <jschiessl@richlandwa.gov>; Schluter, Shaun <sschluter@richlandwa.gov>; SEPA BFHD <SEPA@bfhd.wa.gov>; DNR RE SEPACENTER <SEPACENTER@dnr.wa.gov>; ECY RE SEPA REGISTER <separegister@ecy.wa.gov>; ECY RE SEPA REGISTER <separegister@ecy.wa.gov>; Seth DeFoe <SDeFoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Tyler Thompson-Benton County Clean Air <tyler.thompson@bentoncleanair.org>; Val Connell <vlconnell@bpa.gov>; Ritter, Michael W (DFW) <Michael.Ritter@dfw.wa.gov>; DFW R3planning <R3planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@richlandwa.gov>; Whittier, John <jwhittier@richlandwa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>; Zanin, Heather <hzanin@richlandwa.gov>

**Subject:** 2155 Keene Road - Proposed Rezone Application (File #PLN-T3A-2026-00006)

External Email

Good Morning,

Rick Simon of RPS Planning Consultant, on behalf of Mallikajurana Vallem (property owner), has filed for a rezone application to change the zoning designation of the project site from SAG (Suburban Agricultural) and AG (Agricultural) to C-2 (Retail Business) reflecting the City's Comprehensive Plan Land Use Designations. The project site is generally located south of Keene Road, east of Queensgate Drive, east of Lariat Lane, and northwest of Fairhaven Loop and affects the following parcel numbers: 122983000002008 and 122983000001009.

Please review the attached materials relative to your agency's regulations or you may view the related materials at <https://www.richlandwa.gov/business/land-use> and submit any comments no later than 5:00 PM on May 01, 2026 to [planning@ci.richland.wa.us](mailto:planning@ci.richland.wa.us) or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you and have a good day,



**Ryan Nelson**

Senior Planner

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

(509) 942-7587

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*Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.*



Allyson Brooks Ph.D., Director  
State Historic Preservation Officer

December 28, 2022

Mike Stevens  
Planning Manager  
City of Richland  
625 Swift Blvd., MS-35  
Richland, WA 99352

In future correspondence please refer to:  
Project Tracking Code: 2021-10-06966  
Property: Queensgate Development Project  
Re: Concur with Survey

Dear Mike Stevens:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

We concur with the results and recommendations made in the survey report. Specifically, as no archaeological resources were found during the survey, we do not recommend further archaeological supervision of the project. However, we ask that an Inadvertent Discovery Plan (IDP) be included as part of the construction permit.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

Thank you for the opportunity to comment on this project. Please ensure that the DAHP project Tracking Number is attached to any future communications about this project.

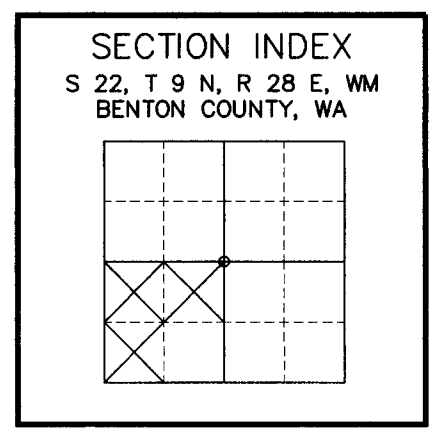
Should you have any questions, please feel free to contact me.

Sincerely,

Sydney Hanson  
Local Government Archaeologist  
(360) 280-7563  
Sydney.Hanson@dahp.wa.gov



RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT #6250
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



ORIGINAL LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.16 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 59°04'12" EAST A DISTANCE OF 10.47; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'20" A DISTANCE OF 10.47 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE NORTH LINE OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°14'37" WEST ALONG SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 280.89 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 578.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 283.50 FEET, THE CHORD OF WHICH BEARS NORTH 05°16'49" EAST A DISTANCE OF 13.75 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°46'42" A DISTANCE OF 13.75 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 556.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°13'58" A DISTANCE OF 41.11 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 558.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°55'43" A DISTANCE OF 96.78 FEET; THENCE NORTH 12°21'55" EAST A DISTANCE OF 108.38 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 750.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°04'35" A DISTANCE OF 210.44 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 83.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 264.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'18" A DISTANCE OF 25.67 FEET; THENCE NORTH 34°00'49" EAST A DISTANCE OF 30.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 371.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'18" A DISTANCE OF 36.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 113.73 FEET; THENCE NORTH 86°35'31" EAST A DISTANCE OF 32.57 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

PARCEL 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365 SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°32'05" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 797.55 FEET; THENCE, LEAVING SAID LINE, THENCE NORTH 89°14'37" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 733.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°56'53" EAST A DISTANCE OF 211.32 FEET; THENCE NORTH 30°49'47" EAST A DISTANCE OF 978.11 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°40'51" WEST A DISTANCE OF 5690.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°41'53" A DISTANCE OF 565.87 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE POINT OF BEGINNING.

REVISED LEGAL DESCRIPTIONS

PARCEL 1

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'46" A DISTANCE OF 25.35 FEET; THENCE NORTH 31°09'49" WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°54'25" A DISTANCE OF 66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°06'33" A DISTANCE OF 15.29 FEET; THENCE SOUTH 56°49'12" WEST A DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'17" A DISTANCE OF 14.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

PARCEL 2

THAT PORTION OF PARCEL F AS DEPICTED ON RECORD OF SURVEY 5562, RECORDED UNDER AUDITOR'S FILE NUMBER 2021-040767, RECORDS OF BENTON COUNTY, WASHINGTON, AND REVISED LOT 1 AS DEPICTED ON RECORD OF SURVEY 6128, RECORDED UNDER AUDITOR'S FILE NUMBER 2025-004511, RECORDS OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 198.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°52'19" EAST A DISTANCE OF 49.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'03" A DISTANCE OF 49.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'56" A DISTANCE OF 198.17 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 56°13'15" EAST A DISTANCE OF 576.10 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°48'13" A DISTANCE OF 576.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL F; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 30°49'47" WEST ALONG THE EAST LINE THEREOF A DISTANCE OF 476.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, NORTH 56°47'01" WEST A DISTANCE OF 283.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 175.50 FEET, THE CHORD OF WHICH BEARS NORTH 86°44'25" WEST A DISTANCE OF 168.94 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°32'26" A DISTANCE OF 176.25 FEET; THENCE NORTH 57°58'12" WEST A DISTANCE OF 71.79 FEET THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 323.50 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°40'27" A DISTANCE OF 65.91 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 146.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°18'20" A DISTANCE OF 49.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 19.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°19'54" A DISTANCE OF 5.75 FEET; THENCE NORTH 63°49'19" WEST A DISTANCE OF 16.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 11.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'43" A DISTANCE OF 4.45 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 153.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°27'46" A DISTANCE OF 25.35 FEET; THENCE NORTH 31°09'49" WEST A DISTANCE OF 2.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 83.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°54'25" A DISTANCE OF 66.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°06'33" A DISTANCE OF 15.29 FEET; THENCE SOUTH 56°49'12" WEST A DISTANCE OF 52.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'17" A DISTANCE OF 14.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND THE END OF THIS DESCRIPTION.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 2nd DAY OF March 2026, AT 37 MINUTES PAST 1:00 P.M. RECORDS OF THE Benton COUNTY AUDITOR, Kenneth Wick, WASHINGTON.
RECORDING NUMBER 2026-004867
Breah Chilton
COUNTY AUDITOR
\$428.50
FEE
BY [Signature]

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.

SURVEYOR'S CERTIFICATE

I, TYLER A. DUNCAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN AUGUST 2025, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF COLUMBIA VALLEY PROPERTY HOLDINGS, LLC.

[Signature]
TYLER A. DUNCAN, PLS 23029088
3-2-26
DATE

SURVEY FOR

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
16455 NE 99TH STREET
REDMOND, WA 98052

DWN. BY TAD/SWM
DATE 02/27/26
CHKD. BY TAD
JOB NO. 2230124.58



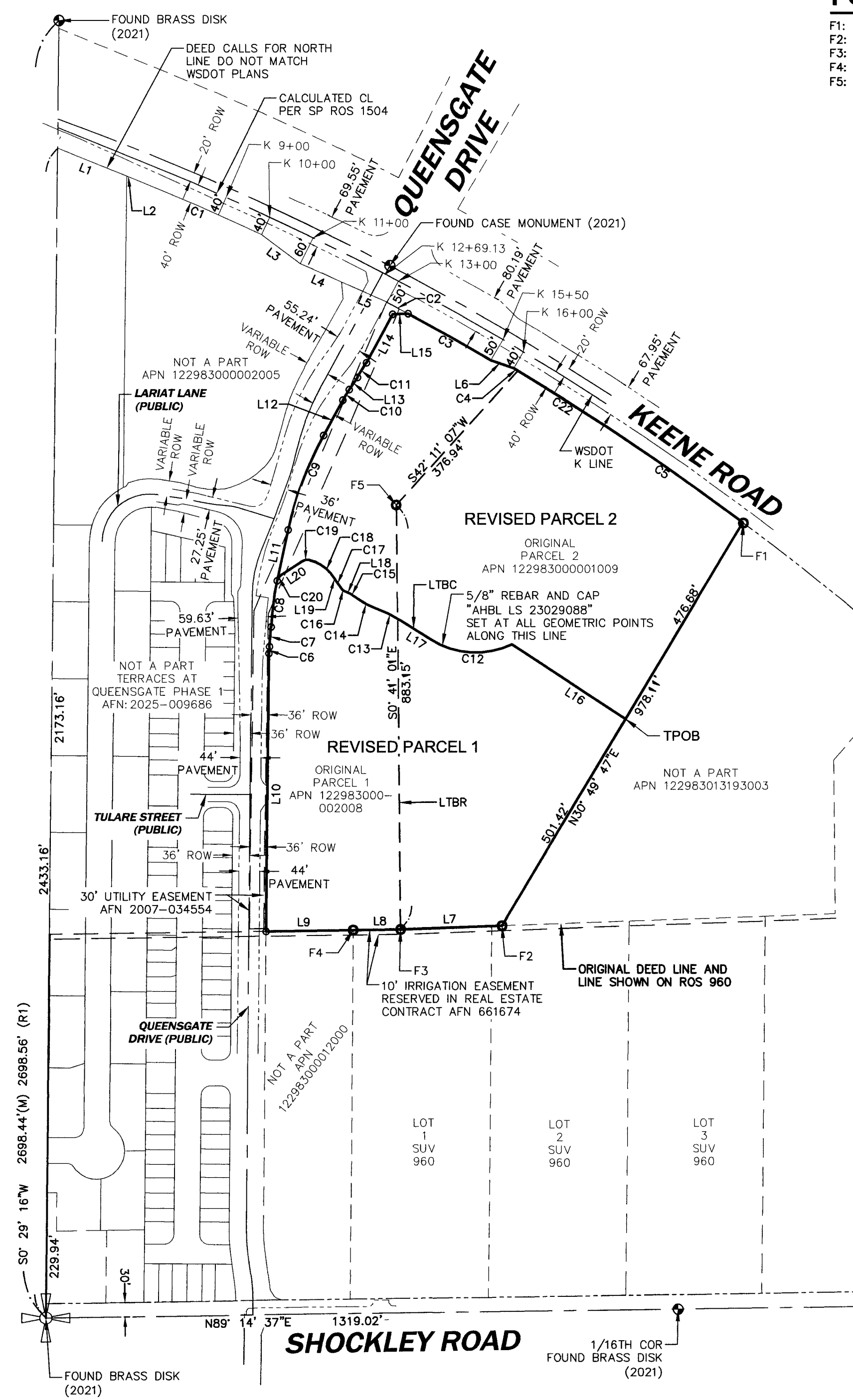
TACOMA · SEATTLE · SPOKANE · TRI-CITIES

5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

2026-004867 B: 01 P: 6250 SUR
03/02/2026 01:37:24 PM Pages: 2 Fee: \$428.50
Benton County Auditor's Office

# RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT #6250

PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,  
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



### FOUND CORNERS

- F1: FOUND WORLEY REBAR AND CAP LS 41966 1.36'E AND 1.08'S OF CORNER
- F2: FOUND WORLEY REBAR AND CAP LS 13352 AT CORNER
- F3: FOUND 1/2" CRIMPED IRON PIPE AT CORNER
- F4: FOUND BENT 5/8" REBAR WITH NO CAP 0.22'W AND 0.12'N OF CORNER
- F5: FOUND WORLEY REBAR AND CAP LS 41966 0.19'W AND 0.13'N OF CORNER

### ORIGINAL PARCEL AREAS

PARCEL 1	332,572 SF±
PARCEL 2	513,961 SF±
TOTAL	846,533 SF±

### REVISED PARCEL AREAS

PARCEL 1	399,482 SF±
PARCEL 2	447,052 SF±
TOTAL	846,534 SF±

### CURVE TABLE

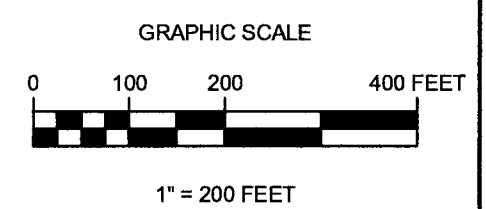
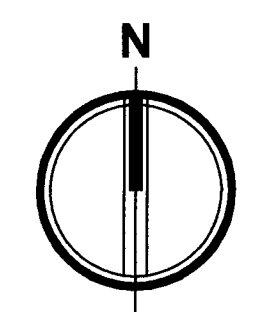
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	294.60	5690.00	2'58'00"	N66° 36' 20"W	294.57
C2	49.65	5680.00	0'30'03"	S61° 52' 19"E	49.65
C3	198.17	5680.00	1'59'56"	N60° 37' 20"W	198.16
C4	10.47	5690.00	0'06'20"	S59° 04' 12"E	10.47
C5	565.87	5690.00	8'41'53"	S86° 10' 05"E	565.64
C6	13.75	283.50	2'46'42"	S5° 16' 49"W	13.75
C7	41.11	556.50	4'13'58"	S4° 33' 11"W	41.10
C8	96.78	558.50	9'55'43"	S7° 24' 03"W	96.66
C9	210.44	750.00	16'04'38"	S20° 24' 13"W	209.75
C10	25.67	264.00	8'34'18"	S31° 13' 40"W	25.66
C11	36.08	371.00	5'34'18"	S31° 13' 40"W	36.06
C12	176.25	175.50	57'32'26"	N86° 44' 25"W	168.94
C13	65.91	323.50	11'40'27"	N63° 48' 25"W	65.80
C14	49.36	146.50	19'18'20"	M59° 59' 29"W	49.13
C15	5.75	19.00	17'19'54"	N59° 00' 16"W	5.73
C16	4.45	11.00	23'11'43"	N82° 13' 27"W	4.42
C17	25.35	153.50	9'27'46"	N35° 53' 43"W	25.32
C18	66.90	83.50	45'54'25"	N54° 07' 02"W	65.13
C19	15.29	19.00	46'08'33"	S79° 52' 29"W	14.88
C20	14.74	19.00	44'27'17"	S34° 35' 34"W	14.37
C22	576.35	5690.00	5'48'13"	S56° 13' 15"E	576.10

### LINE TABLE

LINE #	LENGTH	DIRECTION
L1	155.77	S68° 08' 20"E
L2	12.19	S68° 08' 20"E
L3	101.12	S83° 13' 09"E
L4	93.69	S66° 00' 37"E
L5	104.64	S66° 00' 37"E
L6	50.61	S70° 46' 11"E
L7	211.32	M87° 56' 53"E
L8	98.91	N89° 14' 37"E
L9	181.98	N89° 14' 37"E
L10	578.58	N0° 29' 16"E
L11	108.38	S12° 21' 55"W
L12	83.58	S28° 26' 30"W
L13	30.90	S34° 00' 49"W
L14	113.73	N28° 26' 30"E
L15	32.57	N86° 35' 31"E
L16	283.83	N56° 47' 01"W
L17	71.79	M57° 58' 12"W
L18	16.26	N63° 49' 19"W
L19	2.42	N31° 09' 49"W
L20	52.43	S86° 49' 12"W

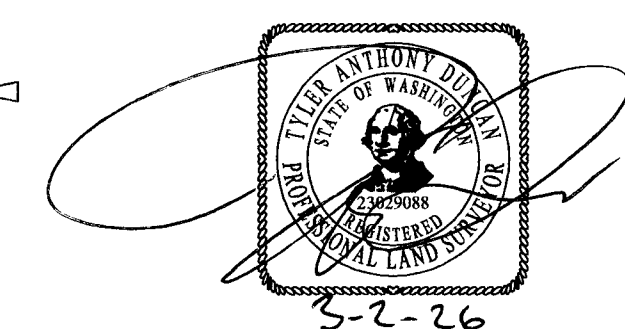
### LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR AND CAP "AHBL LS 23029088"
- FOUND PROPERTY CORNER
- MEASURED ROS 960
- LTBC
- LTBR
- LINE TO BE CREATED
- LINE TO BE REMOVED
- PAVEMENT LINE
- CENTER LINE
- EASEMENT LINE
- ABUTTING PROPERTY LINE
- RIGHT OF WAY LINE



DWN. BY TAD/SWM  
DATE 02/27/26

CHKD. BY TAD  
JOB NO. 2230124.58



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5804 Road 90, Suite H Pasco, WA 99301  
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

5-2-26

# Exhibit 6

## WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S INDEXING FORM (Cover Sheet)

2010-024273 AGR  
08/27/2010 08:44:54 AM Pages: 13 Fee: \$74.00  
Richland City Clerk  
Benton County, Benton County Auditor's Office



August 24, 2010

Return address:  
City Clerk  
City of Richland  
P.O. Box 190, MS-05  
Richland, WA 99352

Please print or type information

<b>Document Title(s)</b> (or transactions contained therein): Development Agreement
<b>Reference Number(s) of Documents assigned or released:</b> (on page _____ of document(s))
<b>Grantor(s)</b> (Last name first, then first name and initials) 1. City of Richland 2. 3. 4. 5. <input type="checkbox"/> Additional names on page _____ of document.
<b>Grantee(s)</b> (Last name first, then first name and initials) 1. Perry, John 2. Perry, Julee Ann 3. Cosens, Beulah 4. Norword, Linda 5. <input checked="" type="checkbox"/> Additional names on page <u>1</u> of document.
<b>Legal description</b> (abbreviated: i.e. lot, block, plata or section, townships, range) Exhibit A on page 11 <i>Sec 22, Township 9 North,</i> <i>Range 28</i> <input type="checkbox"/> Additional legal is on page _____ of document.
<b>Assessor's Property Tax Parcel/Account Number</b> <i>1-2298-300-0002-002</i> <input checked="" type="checkbox"/> Additional legal is on page <u>12</u> of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF RICHLAND  
AND JOHN PERRY, JULEE ANN PERRY, BEULAH COSENS, LINDA  
NORWOOD, KERRY WATTS AND JONGJIT WATTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this ~~20<sup>th</sup>~~ <sup>July</sup> day of ~~June~~ <sup>2009</sup>, by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

**RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or persons having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" include, but are not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Richland and the Owners relates to the amendment of the City Comprehensive Plan land use designations for approximately 47 acres of land generally located south of Keene Road, north of Shockley Road, east of the Plat of Country Ridge and which consists of five separate parcels of record and which has been the subject of File #Z2008-109; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;

b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

c) Adoption of this development agreement will complete a settlement agreement entered into between the city of Richland, the property owners and the appellants.

d) After a public hearing, by Ordinance No. ~~21-10~~ the City Council authorized the City Manager to sign this Development Agreement with the Owners; and

Now, therefore, the parties hereto agree as follows:

### **General Provisions**

**Section 1. *The Project.*** Future development of the site is anticipated to be a mix of commercial, office and residential uses as set forth in the comprehensive plan. The owners acknowledge that there is not yet a specific development proposal for the site. This agreement anticipates that the Owners will develop plans themselves and/or sell the site to a Developer(s) who will then develop specific plans for the future use of the site.

**Section 2. *The Site.*** The project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

**Section 3. *Definitions.*** As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “*Adopting Ordinance*” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) “*Developer*” means any party or parties who acquire ownership of the site or a portion of the site and bring forward plans for the future development of the site and who shall be subject to the applicable provisions of this agreement.

c) “*Existing Development Regulations*” means the ordinances adopted by the City Council of Richland in effect on the date that the Adopting Ordinance takes effect, including the following provisions of the Richland Municipal Code: Title 12 – Streets, Title 19 – Development Regulation Administration, Title 20 – Buildings, Title 22 – Environment, Title 23 – Zoning, Title 24 – Subdivision, and Title 27 Signs as well as all other provisions of City Code that address design standards.

d) “*Owners*” means collectively the parties who have ownership interest in the five parcels of record that comprise the Site.

e) “*Project*” means the anticipated development of the Site, as specified in Section 1 and as addressed in the City’s adopted comprehensive plan.

**Section 4. *Exhibits.*** Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Site.
- b) Exhibit B – Design standards

**Section 5. *Parties to Development Agreement.*** The parties to this Agreement are:

a) The “City” is the City of Richland, 505 Swift Boulevard, Richland, WA 99352.

b) The “Owners” are John Perry, PO Box 5900, Kennewick, WA 99336; Julee Ann Perry, 1102 Appaloosa Way, Richland, WA 99352; Beulah Cosens, 3680 Keene Road, Richland, WA 99352; Linda Norwood, 324 Columbia Point Drive, Richland, WA

99352; Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; all of whom have ownership interests in some of the five parcels that comprise the site.

c) The "Developer." From time to time, as provided in this Agreement, the Owners may sell or otherwise lawfully dispose of a portion of the Site to a Developer who shall be subject to the provisions of this Agreement related to such portion of the Site.

**Section 6. *Project is a Private Undertaking.*** It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 7. *Term of Agreement.*** This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force indefinitely. This agreement may be modified upon the City's adoption of zoning for the site in a fashion consistent with the Comprehensive Plan, provided that any modification to the agreement shall be consistent with Section 18 herein and shall be consistent with the intent of this agreement. This or any future agreement shall be terminated when the Site has been fully developed. Fully developed shall mean any combination of final plat and site plan approval consistent with this agreement that bind the entire site. The terms and conditions of settlement agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004 are incorporated by reference into this development agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the site described in Exhibit A.

**Section 8. *Vested Rights of Owner.*** During the term of this Agreement, in developing the Site consistent with the Project described herein, the Owners are assured, and the City agrees, that the Site shall be permitted to develop in accordance with the comprehensive plan designations put into place on the site and that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Owners and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by the Owners.

**Section 9. *Current Permitted Uses*** The current permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be consistent with the zoning regulations pertaining to the SAG Suburban Agriculture and AG – Agricultural zoning districts, as codified in Title 23 of the Richland Municipal Code. This zoning shall remain in place until such time when the Owners and/or a Developer brings forward a proposal to amend the zoning.

**Section 10 *Future Uses.*** The future permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be determined when the City grants approval of an application(s) for zoning amendment brought forward by the Owners and/or Developer. The future zoning shall be consistent with the City's adopted comprehensive plan and shall include the following:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the County Ridge property line.
- b) Areas that are designated as Medium Density Residential in the comprehensive plan may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwelling units per acre.
- c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivisions.
- d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Arterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
  1. Building setbacks;
  2. Maximum building height;
  3. Landscape screening and/or fencing;
  4. Restrictions on outdoor lighting;

5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

- f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;
- g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.
- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.
- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.
- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.
- k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.
- l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

within the Site that requires public review under the provisions of the Richland Municipal Code.

**Section 11. *Subject to City Development Standards.*** The Owners acknowledge that the development of the site shall be subject to the City's development standards in place at the time development proposals are brought forward, including but not limited to requirements for payments of fees and/or dedication of property for mitigation of traffic and park impacts; and for the installation and extension of public utility and street systems.

**Section 12. *Further Discretionary Actions.*** The Owners acknowledge that the City Municipal Code contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA and under the provisions of Title 19 of the Richland Municipal Code – Development Regulation Administration. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the provisions of the City Municipal Code.

**Section 13. *Existing Land Use Fees and Impact Fees.***

A. Land use fees adopted by the City by ordinance as of the effective date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Titles 12 and 20 of the Richland Municipal Code.

**Section 14. *Default.***

A. Failure or delay by either party not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Owners charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Owners to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Richland Municipal Code.

C. Extensions of time granted in writing by mutual consent by all parties to this agreement shall not be construed as a default.

**Section 15. *Termination*** This or any future Agreement shall be terminated when the Site has been fully developed in accordance with the Agreement. Fully developed shall mean

any combination of final plat approval and site plan approval consistent with this agreement that binds the entire site.

**Section 16. *Assignment and Assumption.*** This agreement shall not restrict the right of the owners to sell, assign or transfer their properties to any person, firm or corporation. The Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

**Section 17. *Covenants Running with the Land.*** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owners, Developer(s) and every purchaser, assignee or transferee of an interest in the Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of an Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Site sold, assigned or transferred to it.

**Section 18. *Amendment to Agreement; Effect of Agreement on Future Actions.*** This Agreement may be amended by mutual consent of all of the parties, to make minor amendments consistent with the terms of this agreement or to obtain relief from unduly oppressive terms or conditions, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200) and be consistent with the intent of the original agreement. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety. The City shall provide notification to the Country Ridge Homeowners Association President of any proposed amendment to this Development Agreement.

**Section 19. *Releases.*** Owners, and any subsequent Developer, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 20. *Notices.*** Notices, demands, correspondence to the City and Owners shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Director of Community Development and the City Attorney. Notices to subsequent Owners shall be required to be given by the City only for those Owners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 21. *Applicable Law and Attorneys' Fees.*** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Benton County Superior Court or the U.S. District Court for Eastern Washington.

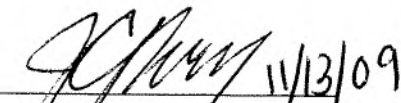
**Section 22. *Third Party Legal Challenge.*** In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner(s). In such event, Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

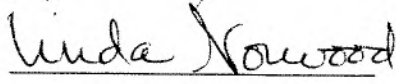
**Section 23. *Specific Performance.*** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

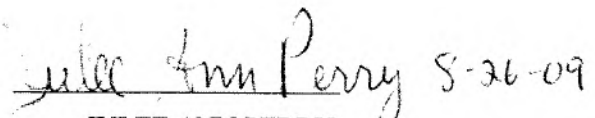
**Section 24. *Severability.*** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

OWNERS

  
\_\_\_\_\_  
JOHN C. PERRY

  
\_\_\_\_\_  
LINDA NORWOOD

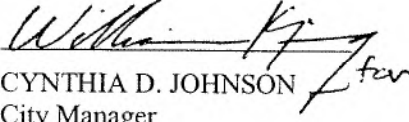
  
\_\_\_\_\_  
JULEE ANN PERRY

  
\_\_\_\_\_  
BEULAH COSENS

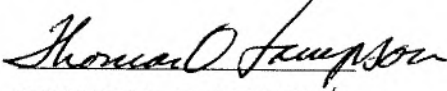
*Kerry L. Watts*  
KERRY WATTS 5-11-10

*Jongjit W*  
JONGJIT WATTS 5-11-10

CITY OF RICHLAND

  
CYNTHIA D. JOHNSON  
City Manager

APPROVED AS TO FORM:

  
THOMAS L. O. LAMPSON  
City Attorney

# **EXHIBIT A**

## **Legal Description**

Those portions of the Southwest Quarter of Section 22, Township 9 North, Range 28 E.W.M. lying south of the Keene Road Right-of-Way and north of the Shockley Road Right-of-Way and consisting of the following Benton County Assessor Parcel Identification Numbers: 1-2298-300-0002-002, 1-2298-300-0002-001, 1-2298-300-0001-009, 1-2298-300-0004-000, 1-2298-300-0003-002 & 1-2298-300-0005-000.

## **EXHIBIT B DESIGN GUIDELINES**

In order to enhance the human scale and respect the scale and character of the adjoining residential neighborhoods, commercial uses developed under this agreement will comply with the following guidelines:

- The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.
- Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.
- Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
- All sides of a building should express consistent architectural detail and character.
- All site walls and screen walls should be architecturally integrated with the building.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.
- Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.

# Exhibit 7

## ORDINANCE NO. 2022-03

### **AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF THE PLAT OF COUNTRY RIDGE.**

**WHEREAS**, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the “Original Agreement”)(Richland Contract No. 92-10); and

**WHEREAS**, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City’s 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

**WHEREAS**, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

**WHEREAS**, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

**WHEREAS**, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

**WHEREAS**, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

**WHEREAS**, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

**NOW, THEREFORE, BE IT ORDAINED** by the City of Richland as follows:

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

Section 5. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

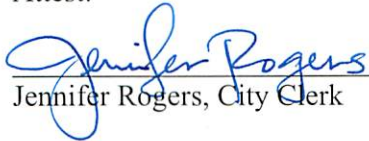
Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 7. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the 15<sup>th</sup> day of February, 2022.

  
\_\_\_\_\_  
Michael Alvarez, Mayor

Attest:

  
\_\_\_\_\_  
Jennifer Rogers, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: February 1, 2022  
Second Reading: February 15, 2022  
Date Published: February 20, 2022

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

### I. RECITALS

**WHEREAS**, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

**WHEREAS**, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

**WHEREAS**, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

**WHEREAS**, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

### II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

*Section 7. Term of Agreement.* This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

- 6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
- 7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
- 8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

**City of Richland**  
a Washington municipal corporation

**Columbia Valley Property Holdings, LLC**  
a Washington limited liability company

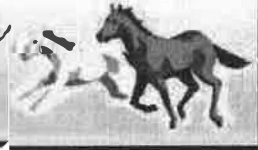
By: \_\_\_\_\_  
Jon Amundson, ICMA-CM  
City Manager

By: \_\_\_\_\_  
Mallikarjuna Vallem  
Managing Member

Approved as to Form:  
  
\_\_\_\_\_  
Heather Kintzley, City Attorney

# Exhibit A-1

*Country Ridge Home Owners Association*  
PO Box 844, Richland, WA 99352



July 15, 2021

To: The City of Richland, WA – Development Services

From: Erinn Johnson, President, Country Ridge Homeowners Association

Re: Proposed Amendment to Development Agreement, Contract No. 92-10

To Whom It May Concern,

Over the last month, members of the Country Ridge Homeowners Association (CRHOA) board of directors met with land developer Jaya Holdings LLC and their representatives. The meetings regarded a proposed amending of the Development Agreement (Reference 1) associated with approximately 47 acres of lands situated south of Keene Rd to Shockley Rd, and directly east of the CRHOA development's boundary. We appreciate the opportunity provided to engage in constructive dialog about the proposed amendment to ensure interests reasonable to both our association and the land owner/developer are understood. Our homeowners association is an indirect party to a proposed change through the incorporation of the provisions contained in the Settlement Agreement (Reference 2) into an amendment to the City of Richland's Comprehensive Plan. That Settlement Agreement in part caused the incorporation of certain site design elements into the city's comprehensive plan, and into Reference 1, that are of interest to CRHOA. Specifically, those elements are:

- Two tiers of low density single-family home sites bordering the N-S masonry wall, zoned R1-12 but limited to no more than three homes per acre. [Reference 1, Section 10(a)],
- A six foot or greater masonry wall is to be erected by the developer along the CRHOA N-S line that would effectively separate the new development from the CRHOA development. [Reference 1, Section 10(c)],
- No direct connection of Lariat Lane to Queensgate Extension (when extended from the Keene/Queensgate intersection to the South). [Reference 1, Section 10(j)].

CRHOA finds that the proposed amendment (Reference 3) maintains the above described three features. Additionally, the amendment to Section 10(j) proposes that the existing Lariat Land Right-of Way shall connect to or extend Lariat Lane into the new development site only as a secondary or emergency access road. The CRHOA finds this proposed change acceptable and furthermore most desirable as a means to eliminate "cut-through" traffic from one development to the other except under emergency conditions. Additionally, such a design feature would ensure no added traffic impacts at the intersection of Country Ridge Drive with Keene Rd. Those impacts have already been identified as a problem due to increased Keene Rd traffic levels and the more recent and possible future development of neighborhoods to our west that rely on Country Ridge Drive for ingress and egress to their communities.

By this letter, duly signed by the CRHOA President as the authorized representative of our homeowners association, it is stated that CRHOA is not opposed to an amendment of the Development Agreement as proposed and specifically as shown in Appendix A to this letter. Furthermore, this letter confirms that the Original Development Agreement with the proposed Amendment is intended to be consistent with the Settlement Agreement (Reference 2).

Sincerely,

 7/15/21  
Erinn Johnson, CRHOA President / date

References:

1. Contract 92-10, Development Agreement by and Between the City of Richland and John Perry, Julie Ann Perry, Beulah Cosens, Linda Norwood, Kerry Watts and Jonghit Watts, entered into on the 20<sup>th</sup> day of July, 2010. Benton County Record 2010-024273, recorded August 24, 2010.
2. Settlement of Growth Management Hearing Board for Eastern Washington Related to City of Richland Comprehensive Plan Amendments Effected by Ordinance No 32-08, dated August 2009. Benton County Record 2010-024274, recorded August 24, 2010.
3. Proposed Amended Development Agreement, Contract No. 92-10, specifically as shown in Appendix A to this letter.

**Appendix A: Contract No. 92-10, AMENDED DEVELOPMENT AGREEMENT  
(as proposed to CRHOA on July 14, 2021)**

Contract No. 92-10

**AMENDED DEVELOPMENT AGREEMENT**

THIS AMENDED DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

**RECITALS**

A. The City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Development Agreement");

B. The Original Development Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site");

C. The current Owners in conjunction with a potential Developer has requested modifications to the Original Development Agreement to accommodate future mixed-use development of the Site, which modifications are substantially consistent with the intent of the Original Development Agreement and allowed under Section 18 of the Original Development Agreement and applicable law (see RCW 36.70B.200); and

D. The parties to the Original Development Agreement have agreed to amend and modify the Agreement as set forth below in order for the Site to be developed.

**AGREEMENT**

Now, therefore, the parties Amend the Agreement as follows:

1. Effect of Amendment. This Amended Development Agreement is intended to supplement and modify the Original Development Agreement as described below. In the event of a conflict between the terms and conditions of the Original Development Agreement and any prior amendments, the terms and provisions of this Amended Development Agreement shall control. Except as expressly modified or supplemented by this Amended Development Agreement, all terms and conditions of the Original Development Agreement shall remain in full force and effect.

2. Parties to Development Agreement. **Section 5(b)** of the Agreement is amended and restated to read as follows:

b) The "Owners" of the Site are now Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; who have succeeded to the interest of the original owners under the Original Development Agreement, and who are in the process of entering into one or more contracts with a Developer.

3. Term of Agreement. **Section 7** of the Agreement shall be amended and restated to read as follows:

Section 7. *Term of Agreement.* This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Development Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. Fully developed shall mean any combination of subdivision, site plan or land use approvals consistent with the Agreement that binds the entire Site. The Country Ridge Homeowner's Association, a Washington non-profit corporation, has reviewed the terms of this Amended Development Agreement, but is not a formal party to the Agreement, and by its letter (attached as **Exhibit A**), confirms that the Original Development Agreement (as amended) is intended to be consistent with the Settlement Agreement referred to in Section 7 of the Original Development Agreement (referred to by Growth Management Hearing Board Appeal No. 09-1004).

4. Future Uses. **Section 10(d)** of the Agreement shall be amended and restated to read as follows:

d) The Owners shall provide dedicated Right-of-Way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owners or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The Right-of-Way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's traffic engineer. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owners (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from residential lots may be prohibited, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City traffic engineer.

**Section 10(f)** of the Agreement shall be amended and restated to read as follows:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City Traffic Engineering Department, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

**Section 10(g)** of the Agreement shall be amended and restated to read as follows:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached as **Exhibit B** is a colored land use map showing the existing comprehensive plan designations for the Site.

**Section 10(h)** of the Agreement shall be amended and restated to read as follows:

h) Development proposals within the portions of the Site designated as Commercial, shall not be approved unless they are determined to be substantially consistent with the design standards set forth on **Exhibit B** attached to the Agreement, and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.

**Section 10(j)** of the Agreement shall be amended and restated to read as follows:

j) Development proposals within the portion of the Site adjoining the existing Lariat Lane Right-of-Way shall connect to or extend Lariat Lane into the Site only as a secondary or emergency access road, unless traffic studies show that an extension of Lariat Lane into the Site is required. The intention of this provision is to avoid connectivity and through traffic between the County Ridge neighborhood to the west and the Site, and to limit such access to emergency vehicles or a secondary access only. Notwithstanding the foregoing, if the City based on the traffic impacts of development proposals requires more intensive road connections to Lariat Lane, such access shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.

5. No Other Changes. Except as Amended by this Amended Development Agreement, the original Development Agreement shall remain in full force and effect.

6. Effective Date. This Amended Development Agreement is made effective on the Effective Date first set forth above.

\_\_\_\_\_  
Kerry Watts, Owner

\_\_\_\_\_  
Jongjit Watts, Owner

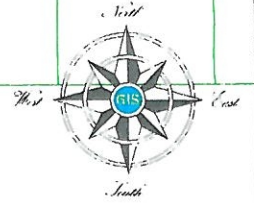
City of Richland,  
a Washington municipal corporation





By: \_\_\_\_\_  
Jon Amundson  
Interim City Manager

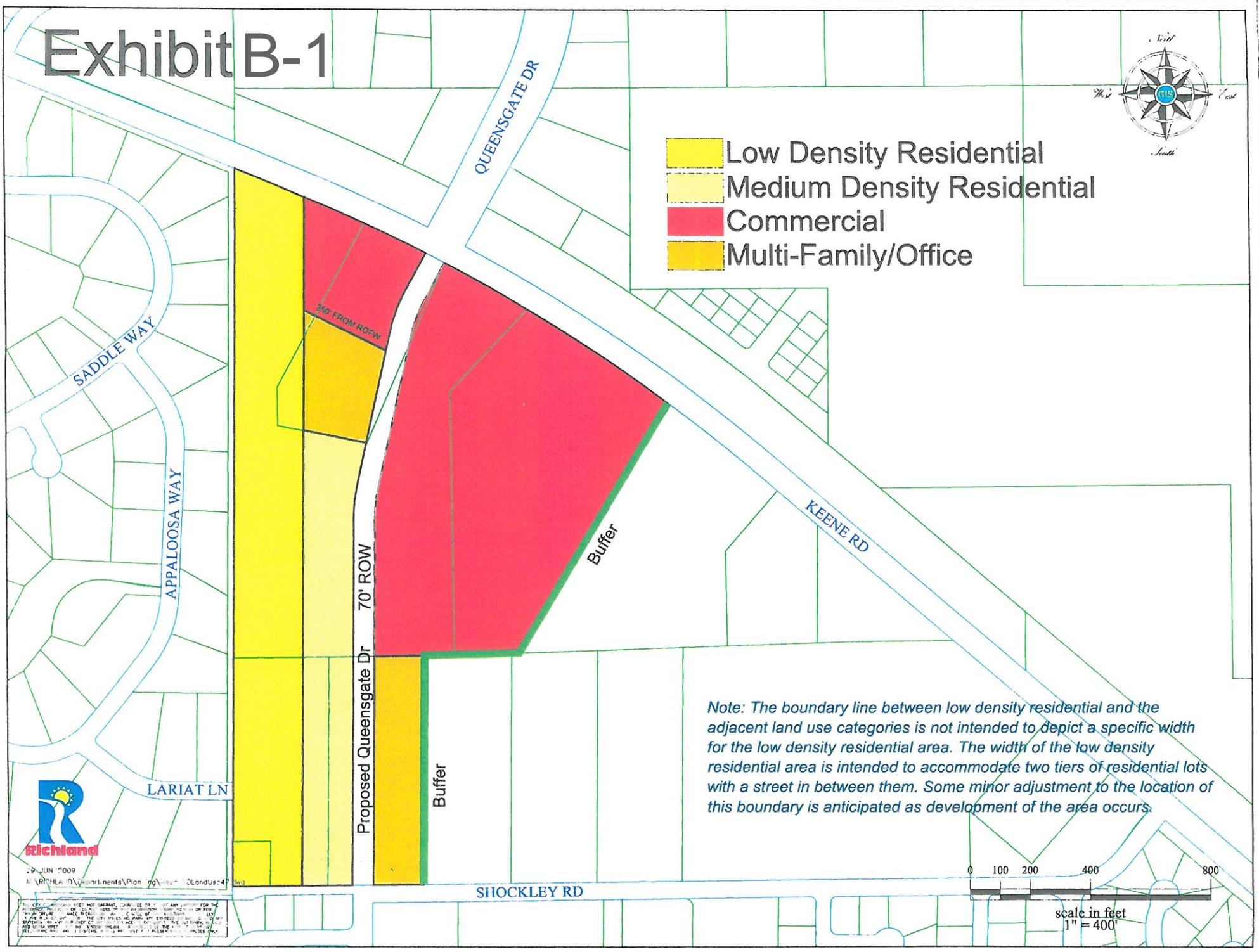
APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Kintzley  
City Attorney

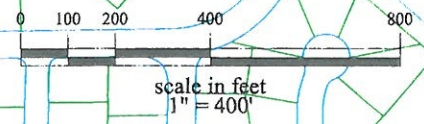
# Exhibit B-1



-  Low Density Residential
-  Medium Density Residential
-  Commercial
-  Multi-Family/Office



*Note: The boundary line between low density residential and the adjacent land use categories is not intended to depict a specific width for the low density residential area. The width of the low density residential area is intended to accommodate two tiers of residential lots with a street in between them. Some minor adjustment to the location of this boundary is anticipated as development of the area occurs.*



29 JUN 2009  
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THIS PLAN IS A PRELIMINARY PLAN AND IS NOT GUARANTEED. IT IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT ONLY. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY OTHER USES. THIS PLAN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.