



Agenda

City Council Regular Meeting

Tuesday, October 5, 2021

[Zoom](#) - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City of Richland Resolution No. 100-20 temporarily designates virtual locations for all municipal meetings. This meeting will be conducted remotely via Zoom and broadcast live on CityView Channel 192, on the City's website, and on the City's YouTube Channel. If you wish to provide testimony for a Public Hearing item(s) or provide comments for the Public Comments portion of the Council meeting, please register [here](#) by 4:00 p.m. on the day of the meeting. Only those who register by the deadline will be permitted to speak during the meeting.

City Council Regular Meeting - 6:00 p.m. via Zoom

Executive Session:

1. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation With Legal Counsel (30 minutes)
 - Heather Kintzley, City Attorney

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

2. Proclamation of Appreciation to Jana Kay Lunstad
 - Ryan Lukson, Mayor
3. New Hires & Retirements
 - Lacey Paulsen, Human Resources Manager

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk by 4:00 p.m. the day of the meeting for distribution.

4. Clean Energy Implementation Plan, Conservation Potential Assessment, and Demand Response Potential Assessment
 - Clint Whitney, Energy Services Director
5. Proposed Rezone of 230 and 260 Bradley Boulevard, Ordinance No. 32-21 (Closed Record)
 - Kerwin Jensen, Development Services Director
6. Authorizing a Franchise Agreement with USCOC of Richland, Inc. d/b/a U.S. Cellular, Ordinance No. 33-21
 - Heather Kintzley, City Attorney

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public

comment. Records intended for Council consideration must be given to the City Clerk by 4:00 p.m. the day of the meeting for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to City Council in advance for review, and are considered to be routine, and will be approved by a single motion without discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

7. Approval of the September 17, 2021 City Council Annual Retreat Meeting Minutes, the September 21, 2021 City Council Regular Meeting Minutes, and the September 28, 2021 City Council Regular Workshop Meeting Minutes
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

8. Ordinance No. 30-21, Providing for the Sale of 2021 Electric Revenue Bonds
 - Clint Whitney, Energy Services Director
9. Ordinance No. 31-21, Amending Chapter 2.24 RMC related to Bonds for Officers and Employees
 - Heather Kintzley, City Attorney
10. Ordinance No. 32-21, Amending Richland Municipal Code Title 23 and the Official Zoning Map to Rezone 260 and 230 Bradley Boulevard
 - Kerwin Jensen, Development Services Director
11. Ordinance No. 33-21, Authorizing a Franchise Agreement with USCOC of Richland, Inc. d/b/a U.S. Cellular
 - Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

12. Ordinance No. 28-21, Vacating an Unopened Portion of Davenport Street Right-of-Way
 - Pete Rogalsky, Public Works Director

Resolutions - Adoption:

13. Resolution No. 115-21, Authorizing a Purchase Order with Axon Enterprises, Inc. for Public Safety Camera Systems
 - John Bruce, Chief of Police
14. Resolution No. 117-21, Authorizing the Submittal of an Air Quality Improvement Grant Application to Support the Fleet Conversion to Natural Gas
 - Pete Rogalsky, Public Works Director
15. Resolution No. 118-21, Amending the Consultant Agreement with Mercer (US) Inc. for Benefits Consulting and Brokerage Services
 - Lacey Paulsen, Human Resources Manager
16. Resolution No. 119-21, Authorizing a Purchase and Sale Agreement with Victor and Christina Gomez related to the Center Parkway Extension Project
 - Pete Rogalsky, Public Works Director

17. Resolution No. 120-21, Authorizing Award of Bid to Palouse Power, LLC for the 2021 Boring, Trenching, and Cable Replacement Project
 - Clint Whitney, Energy Services Director
18. Resolution No. 121-21, Authorizing Change Orders to Richland Contract No. 338-20 with Paramount Communications, Inc.
 - Clint Whitney, Energy Services Director
19. Resolution No. 122-21, Approving the Final Plat of Siena Hills – Phase I
 - Kerwin Jensen, Development Services Director

Items - Approval:

20. Appointment to the Lodging Tax Advisory Committee: Wendy Higgins and Douglas Sako
 - Heather Kintzley, City Attorney
21. Appointment to the Parks & Recreation Commission: Steve Sullivan
 - Heather Kintzley, City Attorney

Items of Business:

22. Ordinance No. 29-21, Approving the Links Residence at Horn Rapids Planned Unit Development
 - Kerwin Jensen, Development Services Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

City Council meetings are broadcast live on CityView Channel 192 and online at ci.richland.wa.us

Richland City Hall is ADA accessible. 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 942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Proclamation of Appreciation to Jana Kay Lunstad

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Proclamation

Recommended Motion:

None.

Summary:

Mayor Lukson will present a proclamation of appreciation to Jana Kay Lunstad for her years of service on the Library Board.

Fiscal Impact:

None.

Attachments:

- I. Jana Kay Lunstad Proclamation of Appreciation



Proclamation

WHEREAS, Jana Kay Lunstad was first appointed to the Richland Public Library Board of Trustees on January 2, 2012 and served over ten (10) years until September 30, 2021; and

WHEREAS, during her tenure, Ms. Lunstad faithfully dedicated her time, knowledge, and talents for the benefit of the citizens of Richland, and faithfully executed the duties of a Richland Public Library Board Trustee, including serving as Board Chair 2014-2016 and again in 2018; and

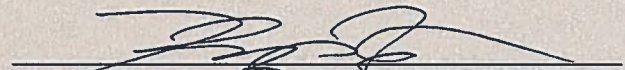
WHEREAS, through her service, Ms. Lunstad helped guide the Library through conversion to Evergreen, an open source Integrated Library System (ILS), and advocated for clear and open communication between the boards serving the Richland Public Library, the Friends of the Richland Public Library, and the Richland Public Library Foundation; and

WHEREAS, as a Trustee, Ms. Lunstad was an enthusiastic and knowledgeable advocate for the Richland Public Library and a strong leader facilitating partnerships and cooperation with community organizations such as Columbia Basin College and WSU Tri-Cities.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, do hereby express publicly and formally to Jana Kay Lunstad the City's appreciation for the services Ms. Lunstad rendered during her tenure as a member of the Richland Public Library Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 5th day of October, 2021.




Ryan Lukson, Mayor



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

New Hires & Retirements

Department:

Human Resources

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

Newly hired employees and those retiring are invited to be present at the first meeting each month to be introduced to the Council.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Public Hearing

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 4 - Manage our Natural Resources

Subject:

Clean Energy Implementation Plan, Conservation Potential Assessment, and Demand Response Potential Assessment

Department:
Energy Services

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Summary:

This public hearing is being held to allow for input on the Clean Energy Implementation Plan (CEIP), conservation potential assessment (CPA), and demand response potential assessment (DRPA).

The Clean Energy Transformation Act (CETA) enacted in 2019 sets Washington on a path towards a clean energy future. It requires Washington electric utilities to eliminate coal generation from their resources by 2025, be greenhouse gas neutral by 2030, and serve its retail customers with 100% nonemitting and renewable electricity by 2045. CETA requires electric utilities to prepare a CEIP by January 1, 2022, and every four years thereafter.

According to Washington RCW 19.405.060, the CEIP must:

Propose interim targets for meeting CETA's standards for greenhouse gas neutral electricity in 2030 and greenhouse gas-free electricity by 2045

Identify specific targets for energy efficiency, demand response, and renewable energy

Identify specific actions for meeting the interim targets and specific actions described above

Ensure that all customers benefit from the transition to clean energy.

Energy Services staff worked with Lighthouse Energy Consulting, LLC (Lighthouse) to prepare RES' first CEIP and conduct a public engagement process to inform the plan's development. Lighthouse updated RES' conservation potential assessment (CPA) and prepared a demand response potential assessment (DRPA) to develop and inform the CEIP targets and actions. The Utility Advisory Committee endorsed the CEIP, CPA, and DRPA, which are attached to this report.

In summary, the City is well positioned to meet targets for energy efficiency, demand response, and renewable energy. Similarly, public engagement and analysis ensures the requirements are met during the transition to clean energy.

Director Whitney will provide an overview of the CEIP results. Staff will consider the public's input on the CPA, DRPA, and CEIP for the final reports which the Council will consider for adoption at its October 19 Council meeting.

Fiscal Impact:

The recommended CEIP implementation actions will be funded through electric rates and included in future budgets.

Attachments:

1. Lighthouse Richland 2021 CEIP Draft Report-20210916
2. Lighthouse Richland 2021 CPA Draft Report-20210908
3. Lighthouse Richland 2021 DRPA Draft Report-20210908

2021 CLEAN ENERGY IMPLEMENTATION PLAN

City of Richland Energy Services

September 16, 2021

Prepared by:



LIGHTHOUSE ENERGY
— CONSULTING —

with

Efficiency for Everyone &

empower
dataworks

Introduction

Objectives

This report describes the development and results of a Clean Energy Implementation Plan (CEIP) prepared for and with the close collaboration of the City of Richland Energy Services (RES) by Lighthouse Energy Consulting, Efficiency for Everyone, and Empower Dataworks. This is the first CEIP required under Washington's new Clean Energy Transformation Act (CETA) and covers the first four-year interim compliance period beginning in 2022 and ending in 2025.

Background

CETA requires electric utilities to prepare a CEIP by January 1, 2022, and every four years thereafter. According to Washington RCW 19.405.060, the CEIP must:

- Propose interim targets for meeting CETA's standards for greenhouse gas neutral electricity in 2030 and clean energy in 2045
- Identify specific targets for energy efficiency, demand response, and renewable energy
- Identify specific actions for meeting the interim targets and specific actions described above
- Ensure that all customers benefit from the transition to clean energy

Further requirements for the development of CEIPs are specified in Chapter 194-40 of the Washington Administrative Code. This report summarizes the CEIP prepared based on the requirements of the CETA.

Uncertainties

The recent rapid changes in economic conditions illustrate the uncertainties inherent in long-term utility planning. This CEIP uses the best available information at the time of its development. Nonetheless, it is still subject to remaining uncertainties and limitations. These uncertainties include, but are not limited to:

- Load Forecasts: This CEIP projects future customer load growth based on forecasts of future growth. These forecasts inherently include a significant level of uncertainty. The forecast is an econometric forecast that "bakes in" future energy efficiency achievements based on historical achievements. Future energy efficiency achievements that vary significantly from past achievements, may lead to deviations from the load forecast.
- BPA Contracts: RES's current contract with BPA expires in 2028. While this analysis assumes that RES will have similar products available after 2028, this is not certain.

Due to these uncertainties and the continually changing planning environment, the CETA requires utilities to update their CEIP every four years to reflect the best available data.

Report Organization

The remainder of the report is organized into the following sections:

- **Utility Targets & Actions**: Discusses the development of targets and actions for clean and renewable energy, energy efficiency, and demand response
- **Actions to Ensure an Equitable Transition**: Discusses the public process conducted, outcomes, and actions to ensure equity in RES's transition to clean energy

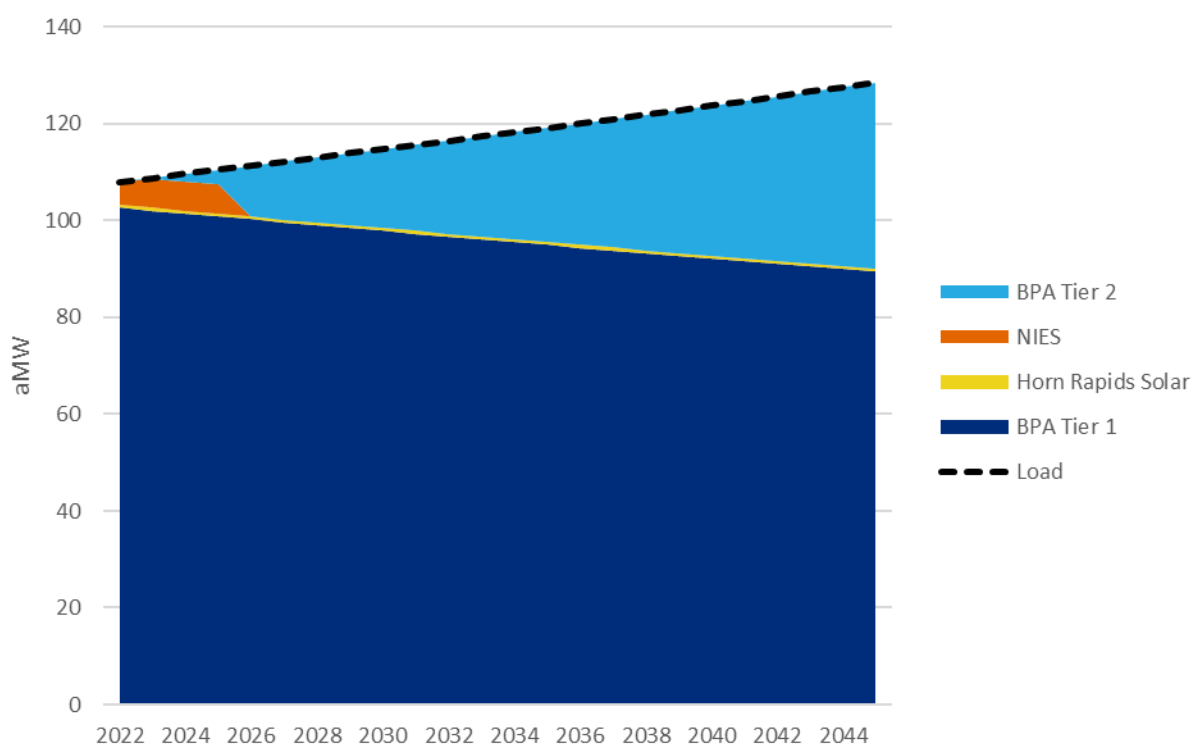
Utility Targets and Actions

While CETA has no targets for clean energy in the four-year interim compliance period covered by this CEIP, Lighthouse worked with RES staff to project future loads and resources and compare them against CETA's 2030 and 2045 requirements. Lighthouse and RES also considered the requirements of Washington's Energy Independence Act (EIA), which RES must now comply with, having recently passed the qualifying threshold of 25,000 customers.

Loads and Resources

Lighthouse worked with RES to quantify future loads and resources through 2045. These are shown in Figure 1. Details on the sources and assumption for each resource follow below.

Figure 1: Projected Loads and Resources



Load Forecast

For the purposes of this CEIP, RES staff provided the official 2021 BPA load forecast, which is dated November 13, 2020. The forecast covers 2021-2031 and assumes an annual growth rate of 0.76 percent. This growth rate was used to extrapolate the forecast through 2045. This forecast is an econometric forecast and includes embedded energy efficiency. If RES continues to pursue energy efficiency at similar levels, no adjustment to this forecast is necessary. Increasing the rate of acquisition, however, could reduce the future load growth below these projections.

BPA Tier 1 and Tier 2 Power

Lighthouse used RES's 2020-2021 rate period high water mark (RHW) and assumed an annual decline of 0.6 percent to estimate future Tier 1 power purchases from BPA. Lighthouse assumed that Tier 1 purchases

were approximately 96 percent clean and therefore CETA compliant based on the average of BPA's reported fuel mix from 2016-2019.

RES also receives a share of Renewable Energy Certificates (RECs) as part of its Tier 1 purchases, based on past incremental improvements to the federal hydroelectric system. RES provided recent allocations of RECs covering 2018-2020. Lighthouse assumed that RES would continue to receive RECs at a rate equal to the average of these three years, with the same 0.6 percent annual degradation rate used for Tier 1 power.

Any remaining load not served by Tier 1 power or RES's other resources was assumed to be served through Tier 2 purchases from BPA. Based on RES's projected future load growth, as well as the assumed decline in available Tier 1 power, the need for Tier 2 purchases increases over time. To be conservative, Lighthouse assumed that Tier 2 purchases were not clean per CETA's definitions, as they could be market purchases from unknown resources.

While RES's current contract with BPA expires in 2028, Lighthouse assumed that similar Tier 1 and Tier 2 products will be available beyond 2028.

Horn Rapids Solar, Storage, and Training Project (HRSST)

HRSST is a utility-scale solar and storage facility located within RES's service territory. Consistent with RES's 2020 Integrated Resource Plan (IRP), Lighthouse assumed an annual output of 0.582 aMW. RES provided an annual degradation rate of 0.0043 percent, based on the annual degradation of the solar photovoltaic panels. RES's contract with HRSST ends in 2045, the last year considered in this analysis.

RES receives additional credit for the output of HRSST that can be counted against the EIA requirements because it is distributed generation and was constructed using labor from apprentice programs. Together, these factors result in RECs and additional credit that RES can count at a rate of 2.2 times the actual power production. For compliance with CETA's requirements, the additional credit cannot be applied. Only RECs associated with actual generation can be counted towards CETA's requirements.

Northwest Intergovernmental Energy Supply (NIES)

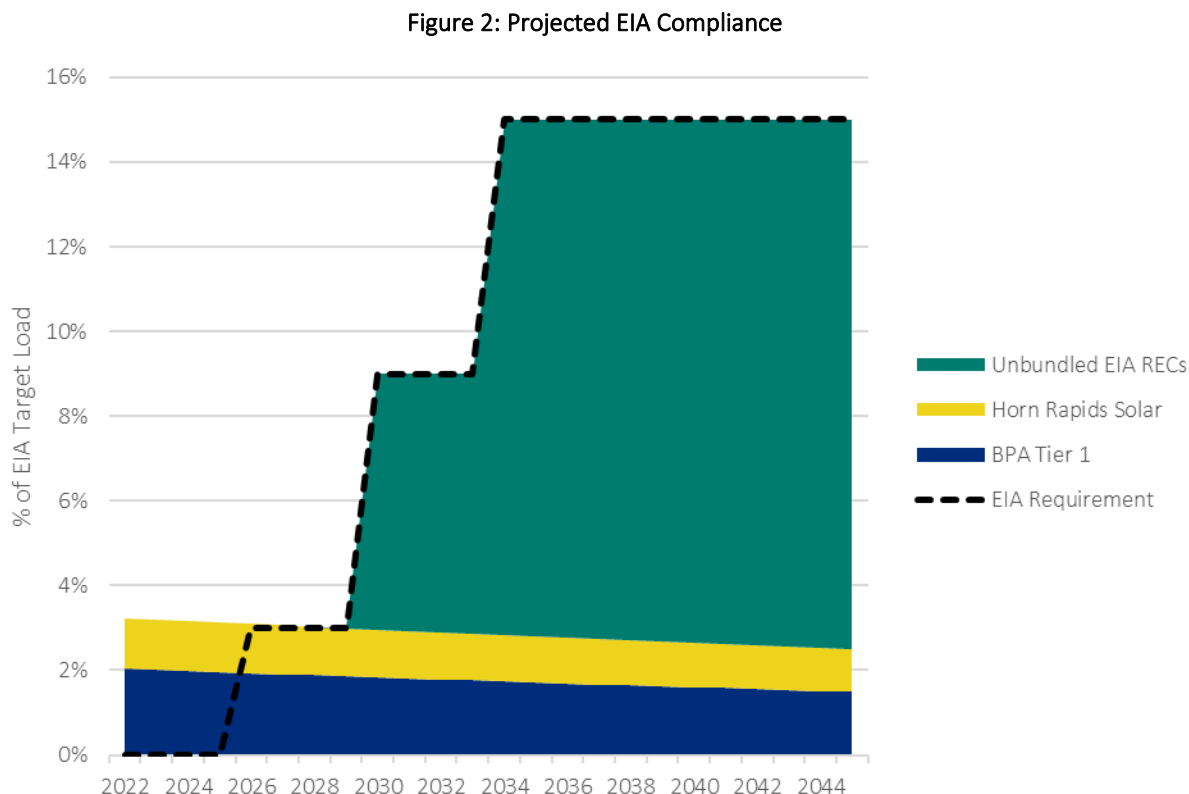
RES procures some of its needs for power through NIES, a subsidiary of Northwest Requirements Utilities. RES provided planned power purchases for NIES through 2025. Lighthouse assumed that planned NIES purchases are not clean.

EIA Compliance

The EIA has requirements for renewable energy that are phased in over time. Beginning in 2026, RES must supply three percent of its power from renewable resources. This requirement steps up to nine percent in 2030 and 15 percent in 2034, but CETA's requirements for clean and renewable energy may effectively supersede these requirements as it requires 100 percent carbon neutral energy beginning in 2030. There are still some unresolved questions regarding the interaction between the EIA and CETA, so to be conservative, Lighthouse has assumed that the requirements for EIA continue. Ultimately RECs or other renewable energy resources purchased for compliance with the EIA can be counted towards compliance with CETA's requirements.

Figure 2 shows the projected compliance with EIA requirements for renewable energy. Based on these projections, RES can comply with RECs received through its Tier 1 purchases and HRSST project through 2028. Beginning in 2029, RES may need to purchase a small number of RECs or otherwise procure renewable resources. This need grows as the EIA requirement steps up to 9 percent in 2030 and to 15

percent in 2034. Lighthouse assumed these needs would be met with unbundled REC purchases. In the 2022-2025 interim compliance period covered by this CEIP, no action is needed to comply with the requirements of the EIA.



CETA Compliance

CETA has two primary requirements for clean energy:

1. In 2030, 80 percent of retail sales must be clean or non-emitting, and the remaining 20 percent can be made greenhouse gas neutral through several alternative compliance mechanisms, including the purchase of RECs.
2. Beginning in 2045, all retail sales must come from non-emitting or renewable resources. No alternative compliance mechanisms are allowed.

Lighthouse reframed these requirements as the following:

1. A requirement for clean and renewable energy that begins at 80 percent in 2030 and steps up to 100 percent in 2045.
2. A requirement for 100 percent greenhouse gas neutral energy from 2030 to 2044, counting the requirements for clean and renewable energy as well as any alternative compliance mechanisms.

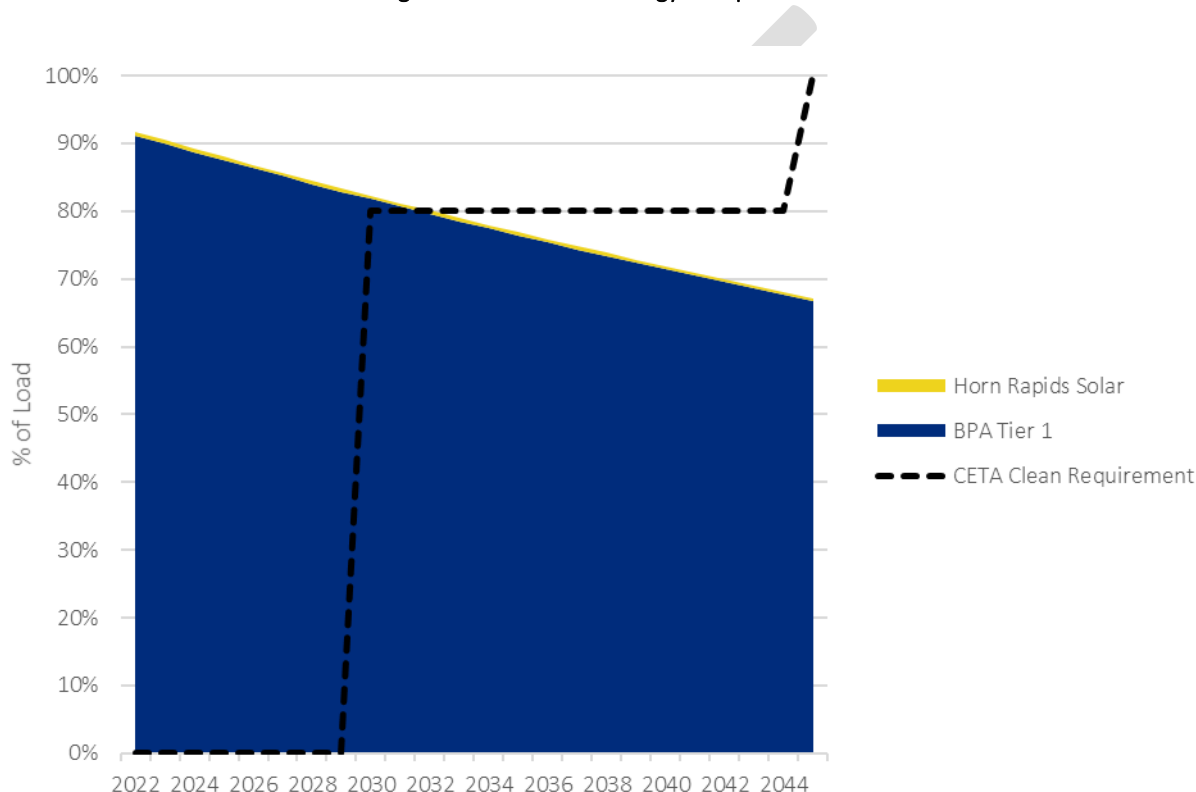
The following discussion uses these reframed requirements to examine RES's future CETA compliance.

Figure 3 shows RES's projected compliance with the requirement for 80% clean energy beginning in 2030 and stepping up to 100% in 2045. This figure shows a need for clean energy resources—either renewable

or non-emitting generation—beginning in 2033, as the declining output of the federal system and RES’s projected load growth result in a gap between the CETA requirements and available resources. The exact timing of this need will depend on RES’s actual future load growth, future energy efficiency achievements, and post-2028 contracts with BPA.

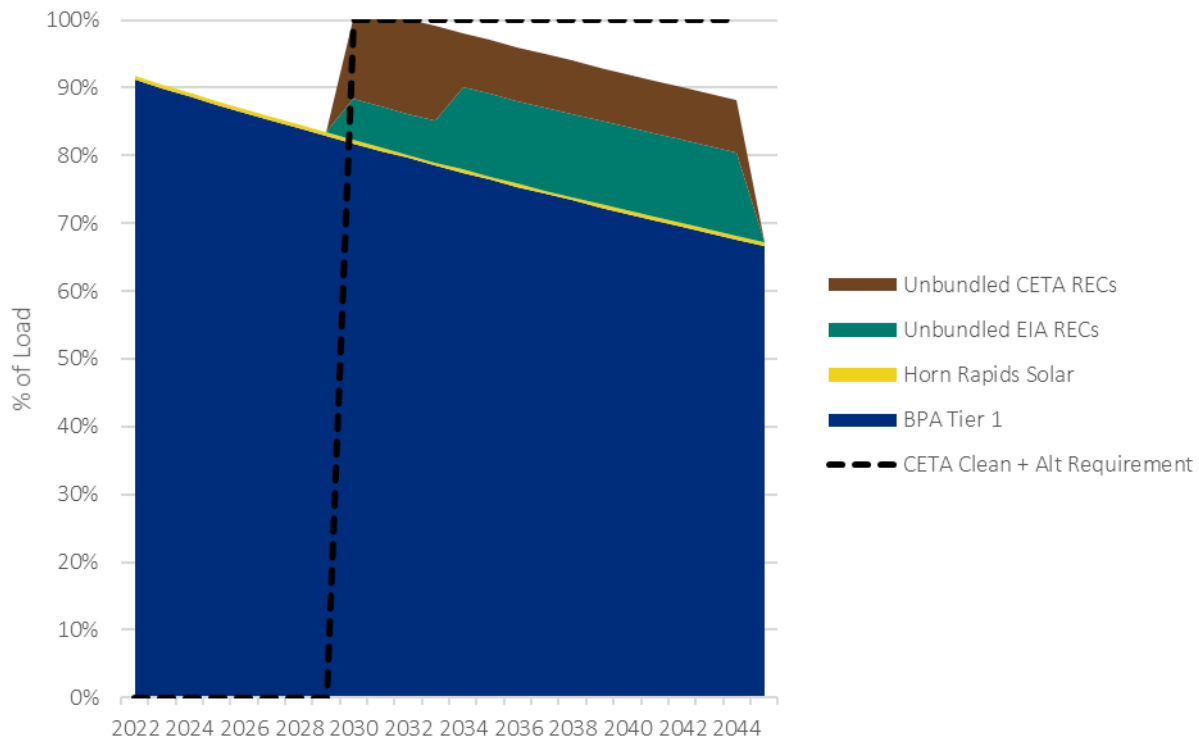
In the interim compliance period covered by this CEIP, there are no requirements for clean energy. Similarly, based on current projections, RES appears to have sufficient clean energy resources for the second interim compliance period.

Figure 3: CETA Clean Energy Compliance



RES’s future compliance with respect to the 100 percent greenhouse gas neutral requirement is shown in Figure 4 below. This requirement begins in 2030 and ends after 2044. RECs purchased for EIA compliance are shown in green, similar to Figure 2 above. RES can purchase additional RECs beyond those purchased for EIA compliance, up to 20 percent of its load, in order to comply with the CETA requirement for 100 percent greenhouse gas neutral power. REC purchased allowed to comply with this requirement are shown in brown. As with Figure 3 above, a compliance gap opens in 2033, requiring procurement of additional clean energy resources.

Figure 4: CETA Greenhouse Gas Neutral Compliance



Based on these projections, RES will serve approximately 90% of its retail load with renewable and non-emitting resources over the first four-year interim compliance period from 2022-2025.

Renewable Energy

Based on the calculations above, RES does not have a need to procure renewable energy for this interim compliance period. Lighthouse estimates that RES will use approximately 96,062 MWh of renewable energy based on the expected output of the HRSST project and RECs associated with incremental hydropower improvements allocated to RES as part of its Tier 1 BPA purchases.

Energy Efficiency

Lighthouse, with support from Empower Dataworks, completed a conservation potential assessment for RES. This assessment is included as Attachment A with this report. Based on this report, **a four-year energy efficiency target of 21,412 MWh was identified**. Based on discussions in the CETA rulemaking, this target can be updated when RES completes its 2023 CPA.

Demand Response

Lighthouse also completed a demand response potential assessment (DRPA) for RES. The assessment identified demand voltage reduction (DVR) as cost-effective demand response resource. Lighthouse also identified smart thermostats used for summer peak demand reductions as cost-effective, and smart thermostats used for winter demand reductions were just below the cost-effectiveness threshold.

RES currently implements DVR in its system, and recently used it to reduce demand by approximately 400 kW during the heat wave in late June of 2021.

For smart thermostats, Lighthouse recommends that RES further investigate the costs and benefits of a smart thermostat program with its customers. RES does not currently offer a smart thermostat incentive as part of its energy efficiency programs, but customers may be installing them without utility incentives. RES could explore the following topics to further evaluate whether smart thermostats were a good fit for the utility:

- Current customer adoption of smart thermostats
- Customer willingness to participate in summer & winter demand response programs at various incentive levels
- Costs to implement a demand response program

In the DRPA, Lighthouse used estimates of these values based on regional assumptions and projected future adoption of smart thermostats. With refined estimates, RES could refine the estimate of cost effectiveness and proceed with a pilot program if warranted.

The CEIP form developed by the Department of Commerce requests the quantity of DR resources to be *acquired* over the interim performance period. **Since RES already has DVR resources in place and will be further exploring whether to implement a smart thermostat DR program, a target of 0 MW is recommended.**

Specific Actions

Based on the targets identified above, the following specific actions are recommended for RES:

1. **Implement EE programs to meet identified target.** RES should continue to implement EE programs, considering new measures where appropriate, to meet the energy efficiency target identified for this CEIP. Pursuing energy efficiency will help minimize load growth and reduce the need for new clean energy resources to comply with CETA's future clean energy standards.
2. **Investigate smart thermostat DR program.** Further investigating whether smart thermostat programs can be a cost-effective resource will help RES reduce peak demands which may reduce the need for new resources.

Consistency With Long-Term Plans

As RES has only recently become a qualifying utility, it has not yet submitted a resource plan or clean energy action plan per RCW 19.280. RES did, however, complete an integrated resource plan in 2020. The recommendations included in the IRP are summarized below, along with explanations of how this CEIP is consistent with those recommendations.

BPA Tier 1 Power: The IRP recommended that RES not take any actions that would result in decreases to the Tier 1 allocation rights in its current and future BPA power contracts. This CEIP assumes that RES will continue to receive the same allocation Tier 1 power and adds a factor that accounts for the output capability of the federal system declining slightly over time.

Energy Efficiency: The IRP identified that the cost-effective energy efficiency measures identified in RES's 2019 CPA are the least expensive resources available to RES. The 2021 CPA, which was conducted in parallel with this CEIP, updates the assessment of cost-effective energy efficiency measures that can be part of a least-cost portfolio for RES.

Demand Response: The IRP recommended RES gauge customer interest in demand response programs. This CEIP builds upon that recommendation by identifying RES's current DVR program as a cost-effective DR resource and residential smart thermostat DR programs as another potential cost-effective resource for RES to investigate further.

Renewable Energy Purchase Requirements: The IRP identified the upcoming need to comply with the renewable energy requirements of the EIA. This CEIP uses updated load and resource forecasts to estimate the required amount of renewable energy. While the CEIP assumed RES would purchase unbundled RECs for simplicity, the renewable energy could come from any resource.

Renewable Energy & CETA Compliance: The IRP recommends that RES investigate renewable resources (including local renewables and distributed solar) and offset some of the carbon in its portfolio with RECs. This CEIP identifies that REC purchases can help RES comply with CETA clean energy requirements through 2032 and that additional renewable energy resources are needed beyond that point.

Actions to Ensure an Equitable Transition

Energy Equity is the distribution of costs and benefits of an energy system (e.g. an electric grid) and the accessibility to affordable energy across customers in a region or utility service territory. Low income households pay a larger proportion of their incomes for energy than other customers and addressing their energy burden is beneficial for society as a whole.

In its requirements to ensure the transition to clean energy is equitable, CETA asks utilities to:

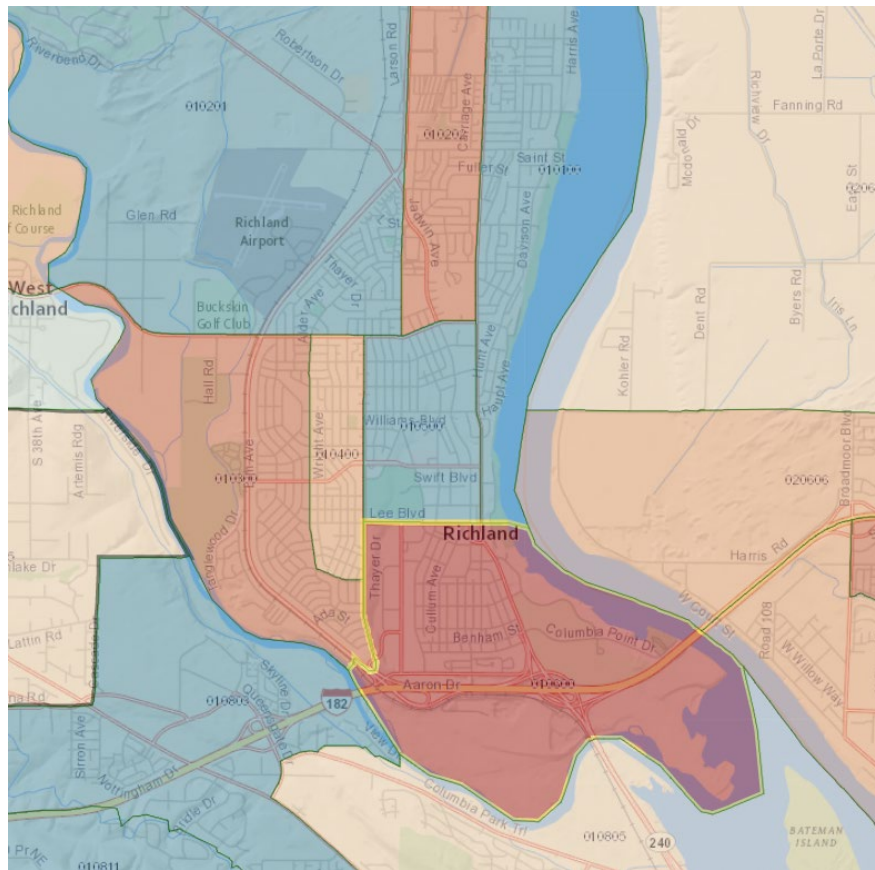
- Identify highly impacted communities within the utility service territory
- Identify vulnerable populations based on indicators developed through a public process
- Report on the forecasted distribution of energy and non-energy costs and benefits of the utility's specific actions (described above) using one or more indicators developed through a public process.
- Identify the expected effect of specific actions on highly impacted communities and vulnerable populations, including the location (if applicable)
- Describe how the utility intends to reduce risks to highly impacted communities and vulnerable populations

Each of these items is discussed below, including the public process RES used where necessary.

Highly Impacted Communities

A highly impacted community is a geographic location characterized by degraded air quality, whose residents face economic or historic barriers to participation in clean air decisions and solutions. For example, a predominantly low income neighborhood or a neighborhood with a high population of people of color located near a major roadway would meet this definition. RES has one community that was identified as a highly impacted community. This community corresponds to the area shaded in red in the lower-right corner in the map below. This community corresponds with Census Tract 53005010600 and was assigned a ranking of 9 out of 10 on the environmental health disparities map.

Figure 5: RES Highly Impacted Community

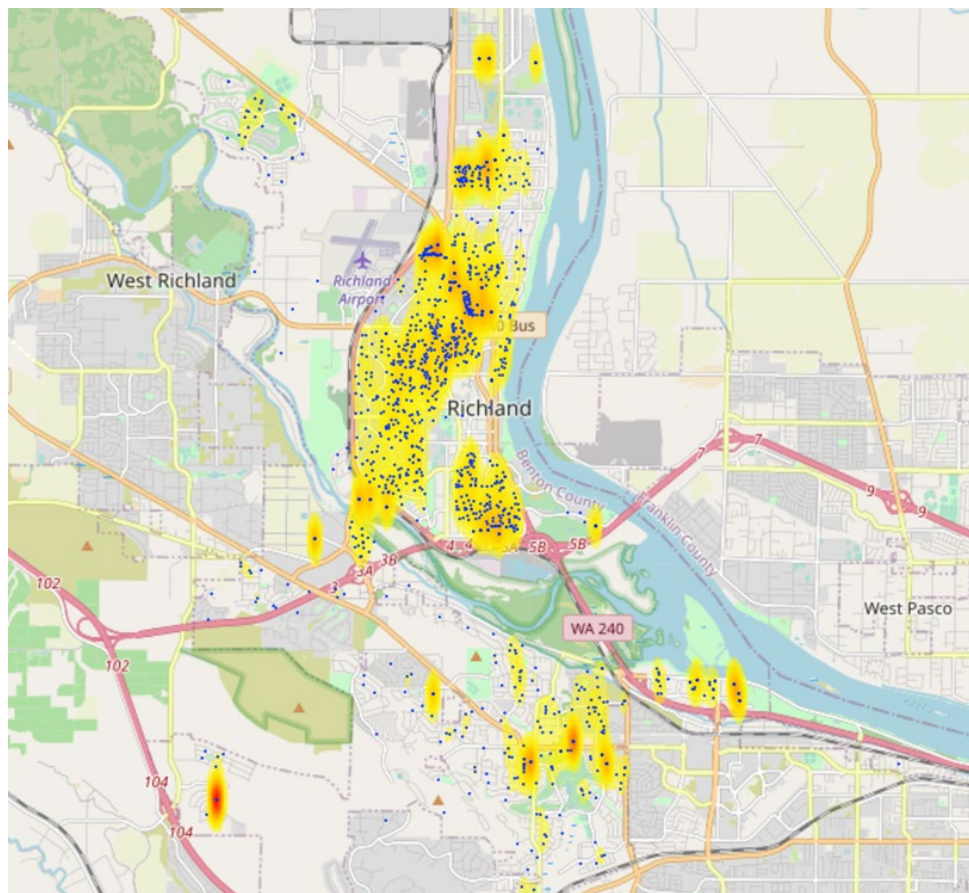


Source: <https://fortress.wa.gov/doh/wtn/WTNIBL/>

As part of a separate analysis, RES provided detail for approximately 1,600 accounts¹ with arrearages that under normal, non-COVID-19 conditions would be disconnected for non-payment. These accounts were mapped, as shown in Figure 6 below. The cluster of accounts near the center of the map aligns with highly impacted community shown above in red.

¹ The large number of accounts is due to the March 18, 2020, Washington State Proclamation 20-23 prohibiting utilities from disconnecting customers due to non-payment. Under normal conditions RES' disconnect list ranges from 100 to 300 weekly.

Figure 6: RES Accounts in Arrears



Public Process

In order to identify vulnerable populations, assess the risks to them during the clean energy transition, identify specific actions RES could take to address those risks, and develop indicators to measure the distribution of costs and benefits of RES's planned actions for clean energy, RES chose to engage directly and deeply with community organizations serving vulnerable populations in the service territory.

RES chose this approach after considering other possible engagement strategies for three reasons. First, engaging with organizations rather than individual community members allowed for breadth (across different populations) and depth (detailed understanding of each population). There were several longstanding community organizations active in RES's service territory that were willing to participate in the engagement process on the short timeline and through virtual (rather than in-person) meetings. Finally, an emerging best practice for serving vulnerable populations involves working with trusted community partners. RES viewed this engagement as an important first step in expanding their relationships with community partners to better serve priority populations in the years ahead.

To identify participants for the engagement, RES created a spreadsheet that listed local community organizations serving populations commonly identified in the equity literature as "vulnerable"—these included households with low and moderate incomes, people of color, non-English speakers, renters, people with disabilities, and those living in multifamily or mobile/manufactured homes. RES then cross-

referenced the populations served by the organizations on their list to ensure there were no gaps. In total, RES identified 14 organizations with potential to contribute to the engagement process and reached out to those organizations by phone and email to describe the process and invite them to participate.

RES chose to engage with community organizations through two virtual meetings, each lasting approximately one hour. The sessions were kept short in order to respect participants' time. The first meeting, held on July 27, 2021, was attended by seven individuals representing five organizations. The second meeting, held on August 17, 2021, was attended by six individuals from six organizations. Four individuals attended both meetings.

The community organizations that RES engaged with during its two input sessions were:

- Arc of Tri-Cities
- Benton & Franklin Community Action Connection
- City of Richland (CDBG/HOME Administration)
- Kennewick Housing Authority
- Senior Life Resources (Mid-Columbia Meals on Wheels)
- United Way
- Women of Wisdom

Both meetings were structured to allow participants to share their expertise and knowledge on the topics specified in the CETA rulemaking. The first meeting focused on identifying vulnerable populations in RES territory and understanding their current priorities and challenges. Through a structured, facilitated discussion, RES learned that there are multiple intersections between the priorities of vulnerable populations, the potential benefits of a clean energy transition, and the areas in which RES can take action.

In the second meeting, RES built on the discussion and learnings from the first engagement to present a list of potential actions RES could take that could address the priorities and risks identified in the first meeting. Participants discussed what would be required to make those actions successful, provided their sense of how to prioritize possible actions, and made suggestions about indicators RES could use to measure its progress toward an equitable clean energy transition.

After each meeting, RES provided participants the slides from the meeting and invited participants to follow up by email with any further ideas or questions.

Identification of Vulnerable Populations

Vulnerable populations are those facing higher risks due to adverse socioeconomic factors, including unemployment, high housing and transportation costs, access to food and health care, and language barriers as well as sensitivity factors, such as low birth weight and higher rates of hospitalization.

CETA requires each utility to identify vulnerable populations based on adverse socioeconomic factors and sensitivity factors developed through a public process.

Through its engagement with community organizations, RES identified multiple populations at risk during the clean energy transition. Community organizations used many identifiers to describe vulnerable populations including income, age, ability, language spoken, race/ethnicity, gender, and circumstances (for example: experiencing homelessness).

In discussion with community organizations, RES was able to ascertain four characteristics that it can use to identify and reach many, if not most, of these vulnerable populations. These include three housing characteristics and one bill payment characteristic. For example, community organizations noted that many of the people they work with are renters. Thus, RES identified renters as a target population.

The table below summarizes the way participants in RES’s engagement process described vulnerable populations, the adverse socio-economic factors (i.e., the reasons the population is vulnerable), and the cross-cutting characteristics that RES will use to identify and develop specific actions to reach these populations. It is notable that each vulnerable population identified by the community organizations will be reached by RES in at least two ways. For example, community organizations noted that families in transition as a result of domestic violence often have low/moderate incomes and may lack employment, are likely to be renters and potentially have late payments or be in arrears on their utility bills.

Table 1: Identification of Vulnerable Populations

Description of vulnerable population provided by engaged community organizations	Adverse socio-economic and sensitivity factors	Populations RES will target			Customers with a history of late payments, in arrears, or have received a shut-off notice
		Single-family homeowners experiencing generational poverty	Single-family and multi-family renters	Mobile/manufactured home residents	
Seniors, retirees living on fixed income	Low/moderate income, lack of internet access or ability to access information online, poor health, lack of mobility, lack of trust in “free” offers or unknown service providers	x	x	x	x
Families in transition as a result of domestic violence, substance abuse, criminal justice system	Low/moderate income, lack of employment		x		x
Disabled	Low/moderate income	x	x	x	x
Limited English proficiency	Low/moderate income, difficulty accessing information if it is English-only, lack of understand or trust in utility communications	x	x	x	x
Seasonal workers, refugees, immigrants	Low/very low income, difficulty accessing information if it is English-only, lack of understand or trust in utility communications		x	x	x

Description of vulnerable population provided by engaged community organizations	Adverse socio-economic and sensitivity factors	Populations RES will target			Customers with a history of late payments, in arrears, or have received a shut-off notice
		Single-family homeowners experiencing generational poverty	Single-family and multi-family renters	Mobile/manufactured home residents	
BIPOC ² women	Low/moderate income, lack of employment	x	x	x	x
At risk of homelessness	Low/very low income	x	x	x	x

The following table shows the factors and sources that will be used to identify customers in each of the above four categories, whom RES will target in efforts to design specific actions to reach vulnerable populations.

Targeted population	Factor & Source	Date last updated	Approximate number of households in service territory
Single-family homeowners experiencing generational poverty	Low-income/disabled/senior flag in utility customer information system	2021	TBD
	Late payment/arrears/shut-off flag + owner flag in RES customer information system		
Renters of single-family and multifamily buildings	Account type in RES customer information system	2021	~9,000 renter households (35% of all households)
	Multi-family buildings already qualified as low-income properties as noted by community partners		
Mobile/manufactured home residents	County data, Google and other online records, community partners *Note: mobile/manufactured homes cannot be identified in the RES customer information system	2021	~700 customers
Customers with a history of late payments, in arrears, or have received a shut-off notice	RES customer information system	2021	~1,650 customers

In the analysis of customers with arrearages, it was noted that 77 percent of these customers were renters. This confirms the selection of renters as a vulnerable population. The customers with arrearages were

² Black, indigenous, people of color

distributed across single family, multifamily, and manufactured homes, validating the need to consider vulnerable populations across a range of home types.

Identification of Indicators and Forecasting the Distribution of Costs and Benefits

CETA stipulates that utilities identify one or more indicators, developed through a public process, to forecast the distribution of costs and benefits from the utility specific actions—the utility’s planned actions on energy efficiency, demand response, and clean or renewable energy.

During the public process, RES shared how its actions would primarily be in the area of energy efficiency and proposed that the distribution of energy efficiency program costs and benefits would best be measured by identifying the distribution of program participation and program incentive dollars across its program participants. Participants agreed with these suggestions and had no other alternatives to suggest.

While all RES customers benefit from the acquisition of energy efficiency as a low-cost resource, benefits such as bill savings, incentives, and home improvements often go only to those who can afford the cost of purchasing energy efficient equipment. RES's planned actions to reduce risks to these populations will help the highly impacted community members and vulnerable populations receive more of these benefits.

If a smart thermostat program is found to be cost effective, it could enable broader participation in RES programs, including the highly impacted communities and vulnerable populations, as smart thermostats require a lower level of investment than other programs and could be offered to participants at little to no cost when the combined benefits of EE and DR are considered.

Actions to Reduce Risks

RES identified several potential risks to vulnerable populations during its engagement with community organizations. These included risks associated with the clean energy transition and those that are tangential to it:

- Unstable housing – This includes the risk of becoming homeless due to rising housing costs and tenuous employment/low wages and people living in “unofficial” housing including converted garages and RVs.
- Unhealthy rentals – This includes renters who are living in unsafe conditions but cannot move because of the high costs of moving and lack of other affordable options. It may also include landlords that cannot afford to or choose not to improve their properties.
- Unhealthy single-family homes – This includes homeowners whose generational poverty prevents them from maintaining their homes
- High utility costs – This includes the challenges people in all types of housing encounter paying utility bills and the compounding debt associated with late/non-payment of utility bills.
- Unhealthy mobile/manufactured homes – This includes people living in homes they rent or own that are unhealthy, uncomfortable, and expensive to heat/cool. These homes are often unimproved because of the high cost of the retrofits compounded by the inability of owners to obtain financing and their low incomes.

Two strategies to address the identified risks are energy efficiency measures and bill payment options. Efficiency measures can improve a home’s health and comfort while reducing utility costs. Bill payment options, including levelized monthly billing, autopay, and pre-payment may help households control utility

costs by providing more information about energy use and cost, preventing unexpectedly large bills, and preventing customers from incurring fees associated with unpaid bills.

Bill payment options - RES already offers levelized billing and autopay and is in process of developing a pre-payment option. In order to expand participation in these billing options to populations who could benefit from them, RES will explore opportunities to:

- Conduct targeted outreach to vulnerable populations based on their bill payment history (i.e., customers with late payments) to offer alternative bill payment options
- Default customers with late payments/in arrears/with disconnect notices to levelized billing
- Offer incentives to customers to adopt alternative bill payment options
- Partner with community organizations to offer financial and/or efficiency education

Energy efficiency - RES has energy efficiency programs for single family and multi-family building owners. Community organizations raised important considerations regarding how to provide efficiency to vulnerable populations. RES intends to explore these cross-cutting strategies into its existing and future programs as they apply to many, if not most, vulnerable populations:

- Use a trusted source to bring information about efficiency opportunities: these include community organizations, schools, faith organizations, and individuals within the community.
- Seek out ways to qualify participants for income-limited offers without asking for income and address verification.
- Design offers such that the benefits to the participant outweigh the costs (both dollars and time) and perceived risks (for example: providing address or identification).
 - Evaluate both the benefits and costs from the participants perspective.
 - Simplify the demands of program participation, for example by reducing the complexity of applying, the time required, and by clearly and simply communicating what is being offered.
 - Keep in mind that poverty creates a short-term mindset. Develop offers in which the benefits are felt immediately and any payback is as short as possible (ideally one year or less).
- Partner with community organizations in design and delivery of efficiency offers.
- Conduct outreach about offers through multiple channels, meeting potential participants where they are (for example, at the farmer's market WIC booth). Keep in mind that many populations have limited access to the internet.
- Communicate all offers in the language in which people are most comfortable.

In order to expand efficiency benefits to the three targeted populations noted above (single-family homeowners in generational poverty, renters, and residents of mobile/manufactured homes), RES recognizes that it needs to better understand the needs of these populations and the reasons they have not participated in existing efficiency programs. To that end, RES intends to:

- Conduct targeted outreach to raise awareness of current offers and learn what these populations would require in order to undertake efficiency improvements.
- Explore opportunities to adapt existing or develop new offers to better meet the needs of the targeted populations.

The following table summarizes RES's planned actions.

Targeted population	RES planned actions
Single- and multi-family rental property owners	Targeted outreach to: 1) raise awareness of current offers 2) understand what is required to increase efficiency in their buildings 3) amend existing offers to better meet the identified needs
Single-family homeowners experiencing generational poverty	
Mobile/manufactured home residents	

2021 CONSERVATION POTENTIAL ASSESSMENT

Richland Energy Services

September 8, 2021

Prepared by:



LIGHTHOUSE ENERGY
— CONSULTING —

with

empower
dataworks

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Executive Summary

Overview

This report describes the methodology and results of a conservation potential assessment (CPA) conducted by Lighthouse Energy Consulting (Lighthouse), with support from Empower Dataworks, for Richland Energy Services (RES). The assessment estimated the cost-effective energy efficiency savings potential for the period of 2022 to 2041. This report describes the results of the full 20-year period, with additional detail on the two- and 10-year periods that are the focus of Washington's Energy Independence Act (EIA), and the four-year period covered by the interim compliance period of the first Clean Energy Implementation Plan (CEIP).

RES provides electricity service to over 25,000 customers across a service territory that covers 48-square miles. The EIA requires that utilities with more than 25,000 customers identify and acquire all cost-effective energy efficiency resources and meet targets set every two years through a CPA. Since RES recently crossed this threshold, they will need to begin complying with these requirements, completing a CPA every two years and reporting two-year conservation targets and annual achievements to Washington's Department of Commerce. Although not required by the EIA, RES completed a CPA in 2019 to begin understanding the process and using the assessment to assist with conservation planning.

The EIA specifies the requirements for setting conservation targets in RCW 19.285.040 and WAC 194-37-070 Section (5), parts (a) through (d). The methodology used in this assessment complies with these requirements and is consistent with the methodology used by the Northwest Power and Conservation Council (Council) in the Seventh and draft 2021 Power Plans. Washington's Clean Energy Transformation Act (CETA) has additional requirements for CPAs; namely, that the assessment of cost-effectiveness make use of specific values for the social cost of carbon. Appendix III details these requirements and how this assessment fulfills those requirements.

This CPA used much of the draft 2021 Power Plan materials, with customizations to make the results specific to RES's service territory and customers. Notable changes in this CPA relative to RES's previous assessment include the following:

- Energy Efficiency Measures
 - This assessment uses the measures savings, costs, and other characteristics based on the measures included in the draft 2021 Power Plan, with updates from the Regional Technical Forum (RTF) and additional customizations to make the measures specific to RES.
 - Several measures included in previous CPAs are covered by Washington's HB 1444, a law that specifies efficiency standards for numerous products, including screw-in lighting, showerheads, and aerators.
- Avoided Costs
 - A new market price forecast was incorporated
- Customer Characteristics
 - Updated counts of residential homes.
 - Updated equipment saturations based on a customer usage analysis and other data
 - Updated estimates of commercial floor area using the 2019 Commercial Building Stock Assessment.

- Updated breakdowns of RES's industrial sector loads
- Exclusion of the agricultural sector, based on commercial development of previously agricultural land
- Updated sector growth rates.
- Program Impacts
 - Consideration of RES's recent conservation program achievements, including impacts from the COVID-19 pandemic

Results

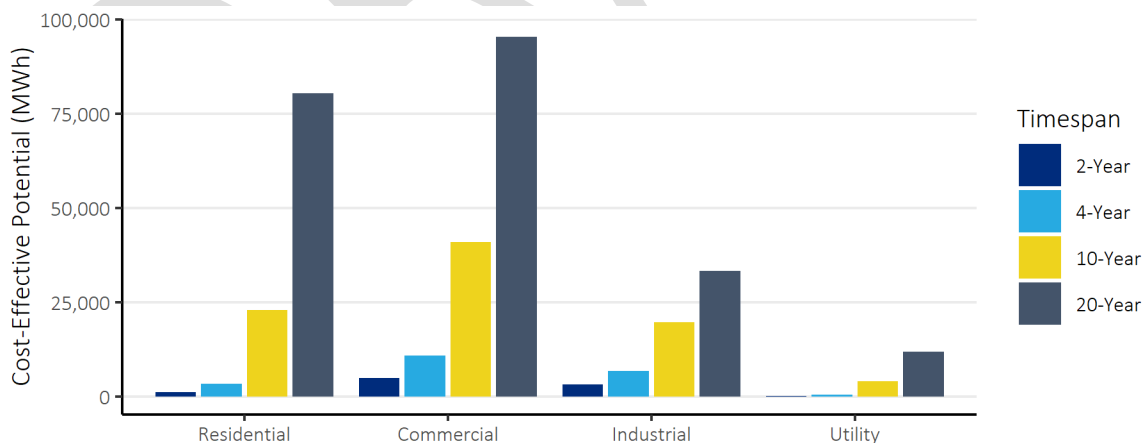
Table 1 and Figure 1 show the cost-effective energy efficiency potential by sector over two-, four-, 10-, and 20-year periods. Over the 20-year planning period, RES has nearly 221,000 MWh of cost-effective conservation available, which is approximately 20% of its projected 2041 load. The EIA focuses on the two- and 10-year potential, which are 9,186 MWh and 87,422 MWh, respectively. There is 21,412 MWh of cost-effective potential available in the four-year period covered by the upcoming CEIP.

Table 1: Cost-Effective Energy Savings Potential by Sector (MWh)

Sector	2-Year	4-Year	10-Year	20-Year
Residential	1,126	3,366	22,859	80,369
Commercial	4,808	10,841	40,894	95,334
Industrial	3,161	6,831	19,647	33,273
Utility	91	374	4,022	11,844
Total	9,186	21,412	87,422	220,819

Note: In this and all subsequent tables, totals may not match due to rounding.

Figure 1: Cost-Effective Energy Savings Potential by Sector



Over the long term, the residential and commercial sectors have the largest potential. In the near term, however, more cost-effective potential is available in the commercial and industrial sectors. A much smaller amount of potential is available in the utility sector.

This assessment does not specify how the energy efficiency potential will be achieved. Possible mechanisms include RES's own energy efficiency programs, market transformation driven by the Northwest Energy Efficiency Alliance (NEEA), state building codes, and state or federal product standards. Often, the savings associated with a measure will be acquired by several of the above mechanisms over the course of its technological maturity. For example, heat pump water heaters started as one of NEEA's market transformation initiatives. Subsequently, they became a regular offering in utility programs across the Northwest and are starting to work their way into federal product standards.

Energy efficiency also contributes to reductions in peak demand. This assessment used hourly load profiles developed by the Council to identify the demand savings from each measure that would occur at the time of RES's system peak. The cost-effective energy savings potential identified in this assessment will result in nearly 47 MW of peak demand savings over the 20-year planning period, as shown in Table 2. This represents 21% of RES's estimated 2041 peak demand.

Table 2: Cost-Effective Peak Demand Savings Potential by Sector (MW)

Sector	2-Year	4-Year	10-Year	20-Year
Residential	0.3	0.9	6.4	23.9
Commercial	1.0	2.2	8.1	16.7
Industrial	0.4	1.0	2.7	4.6
Utility	0.0	0.1	0.6	1.7
Total	1.8	4.1	17.8	46.9

The estimates of annual energy efficiency potential are based on ramp rates developed by the Council. Ramp rates are used to reflect the share of available potential that can be acquired in each year. For this CPA, Lighthouse selected ramp rates that would align near-term potential with RES's recent program history. Specifically, program achievements for 2019 and 2020 were provided by RES staff. Based on this data, 2020 savings levels exceeded 2019 in the residential sector but experienced notable declines in the commercial and industrial sectors due to the COVID-19 pandemic. Lighthouse assigned ramp rates for each measure so that the acquisition of energy efficiency was aligned with recent program history while still allowing for the acquisition of all potential over the 20-year planning period.

The estimate of annual energy efficiency potential by sector is shown in Figure 2. The available cost-effective potential starts at 4,389 MWh in 2022 and grows to a maximum of over 15,000 MWh in 2034. After that point, the available potential diminishes as the remaining available potential diminishes.

Figure 2: Annual Incremental Energy Efficiency Potential

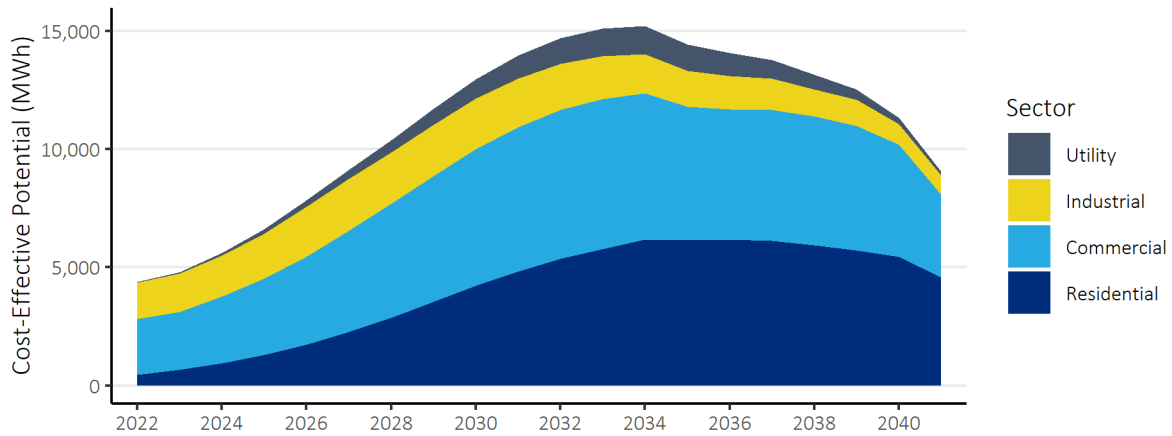
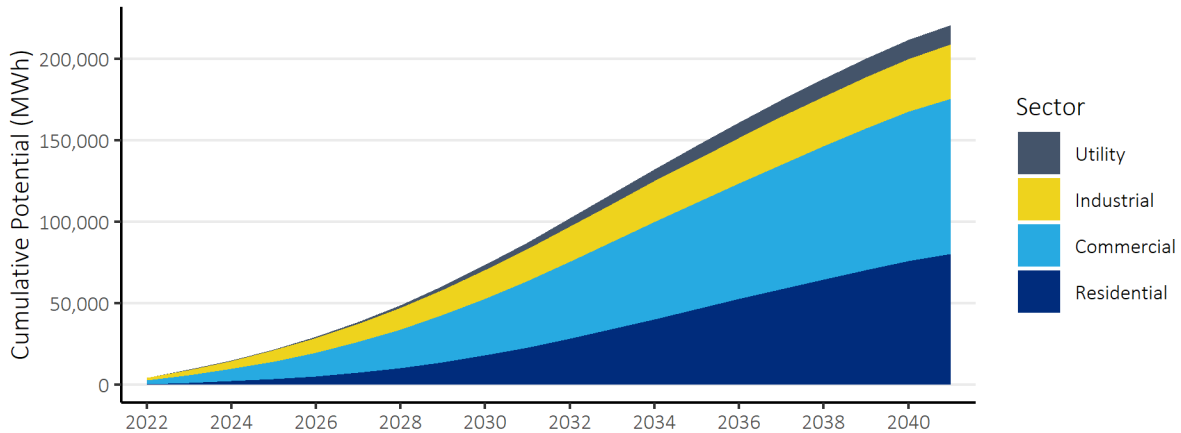


Figure 3 shows how the energy efficiency potential grows on a cumulative basis through the study period, totaling nearly 221,000 MWh over the 20-year planning period.

Figure 3: Annual Cumulative Energy Efficiency Potential



Comparison to Previous Assessment

Table 3 shows a comparison of the two-, 10-, and 20-year cost-effective potential by sector as quantified by the previous 2019 CPA and this 2021 CPA. The two-year comparison shows a significant overall reduction across all sectors. Over the longer-term, the 10-year potential has increased slightly, with even more potential over the 20-year period. These differences reflect a shift in the makeup of the overall potential. Many measures that have been drivers of savings in the past are now covered by product standards while what remains will take longer to acquire, as programs shift focus to new measures, some of which are only available during end-of-life replacement cycles.

Table 3: Comparison of 2019 and 2021 CPA Cost-Effective Potential (MWh)

Sector	2-Year Potential			10-Year Potential			20-Year Potential		
	2019 CPA	2021 CPA	% Change	2019 CPA	2021 CPA	% Change	2019 CPA	2021 CPA	% Change
Residential	3,416	1,126	-67%	22,250	22,859	3%	37,931	80,369	112%
Commercial	5,606	4,808	-14%	47,479	40,894	-14%	78,227	95,334	22%
Industrial	3,592	3,161	-12%	13,490	19,647	46%	15,943	33,273	109%
Utility	175	91	-48%	2,190	4,022	84%	6,132	11,844	93%
Total	12,790	9,186	-28%	85,410	87,422	2%	138,320	220,819	60%

Additional discussion of the factors leading to these changes is provided below.

Avoided Costs

The low market prices used in this CPA put pressure on measures with previously marginal cost-effectiveness. These avoided costs, along with updated measure costs and savings, have resulted in less cost-effective potential from measures like residential weatherization and air source heat pumps.

Product Standards

A Washington State lighting standard that took effect in 2020 impacted the potential for many screw-in bulbs, requiring levels of efficiency that are only currently available with compact fluorescent light (CFL) or light-emitting diode (LED) technology. Further, lighting market studies have found that CFL lights are quickly losing market share due to consumer preference for LEDs and shifting manufacturing production. Consequently, consumers in Washington will now likely only be able to purchase LED bulbs for many bulb types, and utility programs may no longer be necessary to encourage the purchase of more efficient lighting. Some residential lighting potential remains from integrated LED fixtures, which do not require separate screw-in bulbs. However, the potential is limited from these measures as the savings are relative to efficient LED baselines.

The same law specifies efficiency standards for other products beginning in 2021, including low-flow showerheads and faucet aerators. Measures impacted by these standards were not included in this assessment.

New Measures

New to the 2021 Power Plan is the addition of measures for motor-driven systems, including fans, pumps, air compressors, and other systems applicable to the commercial and industrial sectors. This resulted in significant additional potential in both sectors. However, this potential is driven by equipment replacement cycles, so it is projected to be acquired slowly over time.

In addition, this CPA included new per-unit estimates of savings from several measures, including smart thermostats and heat pump water heaters. This resulted in additional potential for these measures, but at a slow rate of adoption.

Customer Characteristics

This CPA used updated customer data for each sector. Counts of residential homes have increased slightly relative to the 2019 CPA.

In the commercial sector, RES provided load data by commercial building type that RES staff had previously developed for the 2019 CPA with some refinements. This data was thought to be the best reflection of commercial loads since it did not include impacts from the COVID-19 pandemic. Lighthouse translated these loads to estimates of floor area with new estimates of energy use intensities (EUI) from the recently published 2019 Commercial Building Stock Assessment (CBSA). The new data resulted in a slight decrease in the estimated floor area.

The industrial sector now includes water treatment and wastewater loads that previously were included in the commercial sector. Excluding this change, the loads in the industrial sector have increased slightly relative to the 2019 CPA. This change and the new measures described above have added potential to the industrial sector.

Conclusion

This report summarizes the CPA conducted for RES for the 2022 to 2041 timeframe. The CPA identified a smaller amount of cost-effective potential in the near-term relative to the 2019 CPA, with larger potential available in the long-term.

Less near-term potential in the residential sector is due to low avoided costs, updated measure costs and savings, continued program achievements, and new product standards taking effect. The remaining potential, including some measures with higher per-unit savings, is driven by equipment replacement cycles, and is expected to be acquired slowly over time.

The potential in all sectors was adjusted to align with recent program history, which in the commercial and industrial sectors was impacted by the COVID-19 pandemic. New measures characterized for the commercial and industrial sectors add potential, but their impact is over the long-term.

Introduction

Objectives

This report describes the methodology and results of a CPA conducted for RES by Lighthouse, with support from Empower Dataworks. The CPA estimated the cost-effective energy savings potential for the period of 2022 to 2041. This report describes the results of the full 20-year study period, with additional detail on the two- and 10-year periods that are the focus of Washington's EIA and the four-year period that aligns with the interim compliance period covered by the first CEIP.

This assessment was conducted in a manner consistent with the requirements of Washington's RCW 19.285, and WAC 194-37. As such, this report is part of the documentation of RES's compliance with these requirements. The state of Washington's recently passed CETA includes an additional requirement for CPAs to use specific values for the social cost of carbon. The required values were incorporated in this analysis.

The results of this assessment can be used to assist RES in planning its energy efficiency programs by identifying the amount of cost-effective energy savings available in various sectors, end uses, and measures. It can also inform RES resource planning.

Background

Washington State's EIA defines "qualifying utilities" as those with 25,000 customers or more and requires them to achieve all conservation that is cost-effective, reliable, and feasible. Since RES serves more than 25,000 customers, it is required to comply with the EIA. The requirements of the EIA specify that all qualifying utilities complete the following by January 1 of every even-numbered year:¹

- Identify the achievable cost-effective conservation potential for the upcoming 10 years using methodologies consistent with the Council's latest power plan.
- Establish a biennial acquisition target for cost-effective conservation that is no lower than the utility's pro rata share of the 10-year cost-effective conservation potential for the subsequent 10 years.

Appendix III further details how this assessment complies with each of the requirements specified for CPA by Washington's EIA.

Recent Legislative Changes

Another new law, Washington HB 1444 of the 2019 legislative session, concerns efficiency standards for a variety of appliances, including lighting, showerheads, and aerators. Except for lighting, the law generally applies to products manufactured after January 1, 2021. Accordingly, measures impacted by these product standards were removed from this assessment.

The law's efficiency standard for lighting took effect in 2020. The standard covers many screw-in lights common in the residential and commercial sectors and specifies a level of efficiency that is currently only possible with compact fluorescent light (CFL) or light-emitting diode (LED) technologies. Recent studies of lighting market trends have identified that CFLs are rapidly decreasing in market share due to consumer preference for LEDs. Manufacturers are also contributing to this trend, following consumer preferences, and shifting production from CFLs to LEDs. As a result, consumers may only be able to purchase LED lights

¹ Washington RCW 19.285.040

for many applications, and utility lighting programs may be unnecessary. Lighting measures were included in this assessment, but the potential is limited.

Study Uncertainties

The recent rapid changes in economic conditions because of the COVID-19 pandemic illustrate the uncertainties inherent in long-term planning. While this assessment makes use of the latest forecasts of customers and loads, it is still subject to remaining uncertainties and limitations. These uncertainties include, but are not limited to:

- Customer Characteristic Data: This assessment used the best available data to reflect RES's customers. In some cases, however, the assessment relied upon data beyond RES's service territory due to limitations of adequate sample sizes. There are uncertainties, therefore, related to the extent that this data is reflective of RES's customer base.
- Measure Data: Measure savings and cost estimates are based on values prepared by the Council and RTF. These estimates will vary across the region due to local climate variations and market conditions. Additionally, some measure inputs such as applicability are based on limited data or professional judgement.
- Market Price Forecasts: This assessment uses an updated market price forecast that was based on prices in May of 2021. Market prices and forecasts are continually changing.
- Utility System Assumptions: Measures in this CPA reflect cost credits based on their ability to provide transmission and distribution system capacity. The actual value of these credits is dependent on local conditions, which vary across RES's service territory. Additionally, a value for generation capacity is included, but the value of this credit is subject to the evolving need for capacity in the Northwest.
- Load and Customer Growth Forecasts: This CPA projects future customer growth based on 20-year forecasts of growth. These forecasts inherently include a significant level of uncertainty.

Due to these uncertainties and the continually changing planning environment, the EIA requires qualifying utilities to update their CPAs every two years to reflect the best available data and latest market conditions.

Report Organization

The remainder of this report is organized into the following sections:

- Methodology
- Historic Conservation Achievement
- Customer Characteristics
- Results
- Scenario Results
- Summary
- References & Appendices

Methodology

This section provides an overview of the methodology used to develop the estimate of cost-effective conservation potential for RES.

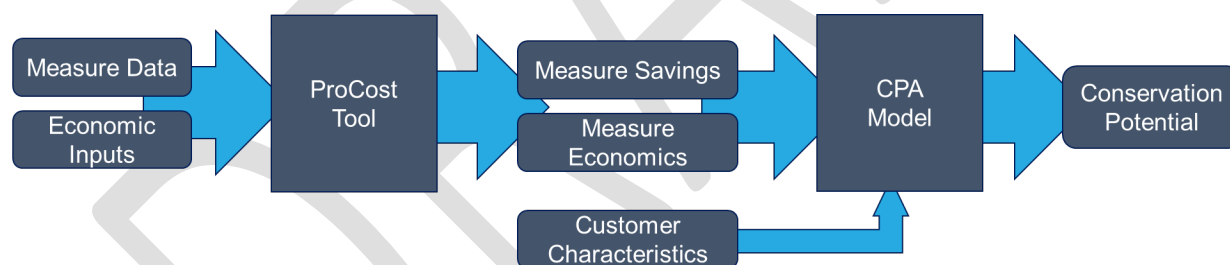
Requirements for this CPA are laid out in RCW 19.285.040 and WAC 194-37-070, Section 5 parts (a) through (d). Additional requirements are specified in the CETA. The methodology used to produce this assessment is consistent with these requirements. The development of the conservation potential follows much of the methodology used by the Council in developing its regional power plans, including the Seventh Power Plan and material from the draft 2021 Power Plan that was available during the development of this CPA.

Appendix III provides a detailed breakdown of the requirements of the EIA and CETA and how this assessment complies with those standards.

High-level Methodology

The methodology used for this assessment is illustrated in Figure 4. At a high level, the process combines data on individual energy efficiency measures and economic assumptions using the Council's ProCost tool. This tool calculates a benefit-cost ratio using the Total Resource Cost (TRC) test, which is used to determine whether a measure is cost-effective. The measure savings and economic results are combined with customer data in Lighthouse's CPA model, which quantifies the number of remaining implementation opportunities. The savings associated with each of these opportunities is aggregated in the CPA model to determine the overall potential.

Figure 4: Conservation Potential Assessment Methodology



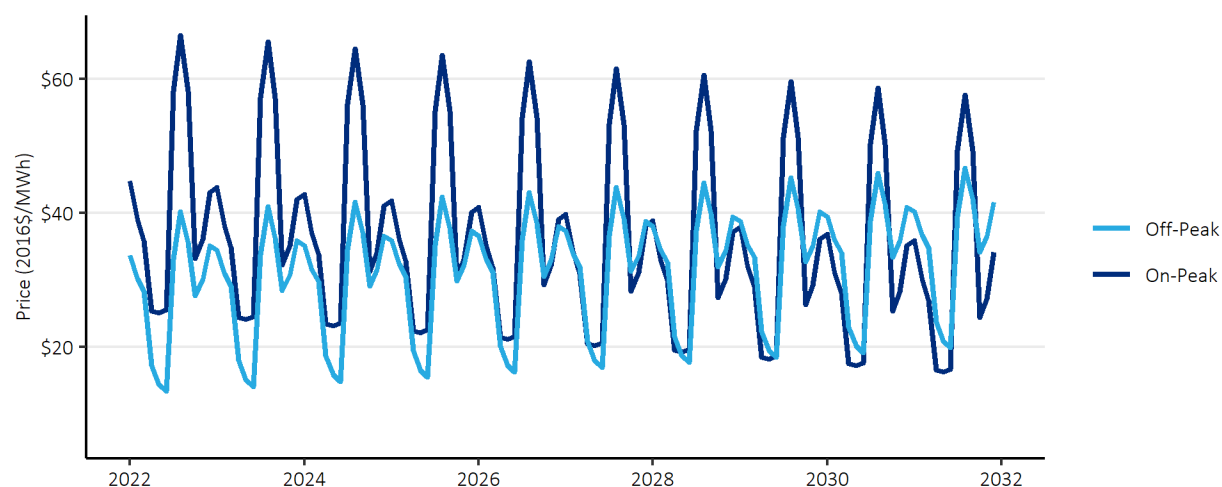
Economic Inputs

Lighthouse worked closely with RES staff to define the economic inputs that were used in this CPA. Inputs included avoided energy costs, carbon costs, transmission and distribution capacity costs, and generation capacity costs. Each of these are discussed below.

Avoided Energy Costs

Avoided energy costs represent the cost of energy purchases that are avoided through energy efficiency savings. The EIA requires utilities to "set avoided costs equal to a forecast of market prices." For this CPA, Lighthouse developed a forecast of on- and off-peak market prices at the Mid-Columbia trading hub. Figure 5 below shows the market price forecast that was used for the base case scenario of this assessment. For clarity, the figure does not show the full 20-year forecast. High and low scenario price forecasts were developed based on this forecast and are discussed in Appendix IV.

Figure 5: Avoided Energy Costs



Social Cost of Carbon

In addition to avoiding purchases of energy, energy efficiency measures have the potential to avoid emissions of greenhouse gases like carbon dioxide. The EIA requires that CPAs include the social cost of carbon, which the U.S. EPA defines as “a measure of the long-term damage done by a ton of carbon dioxide emissions in a given year.” It includes, among other things, changes in agricultural productivity, human health, property damages from increased flood risk, and changes in energy system costs, including increases in the costs of cooling and decreases in heating costs.² In addition to this requirement, Washington’s CETA requires that utilities use the social cost of carbon values developed by the Federal Interagency Workgroup using a 2.5% discount rate.

To implement a cost of carbon emissions, additional assumptions must be made about the intensity of carbon emissions associated with a marginal unit of energy. This assessment uses the marginal emissions factors developed for the 2021 Plan, which start at approximately 1 lb CO_{2e}/kWh in 2022 and decline to 0.4 lb CO_{2e}/kWh over the 20-year study period.

Renewable Portfolio Standard Compliance Costs

By reducing RES’s overall load, energy efficiency reduces the cost of complying with Washington’s requirements for renewable and carbon-neutral energy. Beginning in 2026, RES will need to purchase Renewable Energy Credits (RECs) to fulfill the EIA requirement of sourcing 3% of its sales from renewable energy resources. With a 3% requirement for renewable energy, RES can avoid the purchase of 3 RECs by saving 100 MWh of energy. In 2030, CETA requires all sales to be greenhouse gas neutral, while allowing up to 20% of the requirement to be met through REC purchases. Based on this requirement, it is assumed that after 2030, every unit of energy savings results in an equivalent reduction in REC purchases.

² See https://www.epa.gov/sites/production/files/2016-12/documents/social_cost_of_carbon_fact_sheet.pdf

Deferred Transmission and Distribution System Costs

Unlike supply-side resources, energy efficiency does not require capacity on transmission and distribution infrastructure. Instead, it frees up capacity by reducing the peak demands on these systems and can help defer future capacity expansions and the associated capital costs.

In the development of the draft 2021 Power Plan, the Council developed a standard methodology for calculating these values and surveyed Northwest utilities to update the values associated with these cost deferrals. This CPA uses the values developed by the Council through that process. The resulting values are \$3.08 and \$6.85 per kW-year (in 2016 dollars) for transmission and distribution capacity, respectively. These values are applied to the demand savings coincident with the timing of the respective system peaks.

Program Administration Costs

In each of the past three power plans, the Council has assumed that program administrative costs are equal to 20% of the cost of each measure. This CPA uses that assumption, which is also consistent with RES's previous CPA.

Risk Mitigation

Investing in energy efficiency can reduce the risks that utilities face by the fact that it is made in small increments over time, rather than the large, singular sums required for generation resources. A decision not to invest in energy efficiency could result in exposure to higher market prices than forecast, an unneeded infrastructure investment, or one that cannot economically dispatch due to low market prices. While over-investments in energy efficiency are possible, the small and discrete amounts invested in energy efficiency over time limit the ultimate exposure to this risk.

This CPA follows the process used in RES's 2019 CPA. A scenario analysis is used to account for uncertainty, where present, in avoided cost values. The variation in inputs covers a range of possible outcomes and the amount of cost-effective energy efficiency potential is presented under each scenario. In selecting its biennial target based on this range of outcomes, RES is selecting its preferred risk strategy and the associated risk credit.

Northwest Power Act Credit

The EIA requires that a 10% cost credit be given to energy efficiency measures. This benefit is specified in the Northwest Electric Power Planning and Conservation Act and is included by the Council in their power planning work.

Other Financial Assumptions

In addition, this assessment makes use of an assumed discount rate to convert future costs and benefits to present-year values so that values occurring in different years can be compared. This assessment uses a real discount rate of 3.75%, which reflects RES's cost of capital. This is the same value used in RES's 2019 CPA. Energy efficiency benefits accrue over the lifetime of the measure, so a lower discount rate results in higher present values for benefits occurring in future years.

Assumptions about finance costs are applied to measures as well. The cost of each measure is assumed to be split across various entities, including Bonneville Power Administration (BPA), RES, and end use customers. For each of these entities, additional assumptions are made about whether the measure costs are financed, and if so, the cost of that financing. This assessment uses the finance cost assumptions that were used in the draft 2021 Power Plan materials.

Measure Characterization

Measure characterization is the process of defining each individual measure, including the savings at the meter as well as the cost, lifetime, non-energy impacts, and a load shape that defines when the savings occur. The Council's draft 2021 Power Plan materials are the primary source for this information, although updates from the RTF have been incorporated, where available.

Measure savings are typically defined by a "last in" approach. With this methodology, each measure's savings is determined as if it was the last measure installed. For example, savings from home weatherization measures are determined based on the assumption that the home's heating system has already been upgraded. Similarly, the heating system measures are quantified based on the assumption that the home has already been weatherized. This approach is conservative but prevents double counting savings over the long-term as homes are likely to install both measures.

Measure savings also consider measure interaction. Interaction occurs when measures in one end use impact the energy use of other end uses. Examples of this include energy efficient lighting and other appliances. The efficiency of these appliances results in less wasted energy released as heat and the corresponding impacts to heating and cooling system energy demands.

These measure characteristics, along with the economic assumptions, are used as inputs to the Council's ProCost tool. This tool determines the savings at the generator, factoring in line losses, as well as the demand savings that occur coincident with RES's system peak. It also determines the levelized-cost and benefit-cost ratios, which are used to determine whether measures are cost-effective.

Customer Characteristics

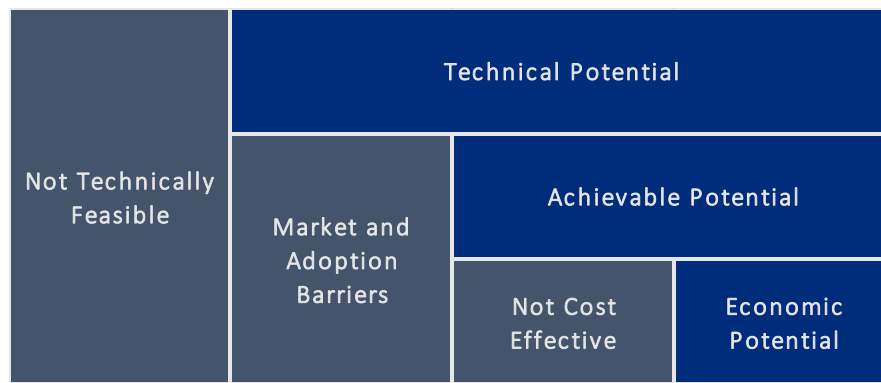
The assessment of customer characteristics is used to determine the number of available measure installation opportunities for each measure. This includes both the number of opportunities overall, as well as the share, or saturation, that have already been completed. The characterization of RES's customer base was completed using data provided by RES, customer data analysis, NEEA's commercial and residential building stock assessments, U.S. Census data, and other data sources. Details for each sector are described subsequently in this report.

This CPA used baseline measure saturation data from the Council's draft 2021 Power Plan. This data was developed from NEEA's stock assessments, market research and other studies. This data was supplemented with RES's conservation achievements, where applicable. This achievement is discussed in the next section.

Energy Efficiency Potential

The energy efficiency measure data and customer characteristics are combined in the CPA model. The model calculates the economic or cost-effective potential by progressing through the types of energy efficiency potential shown in Figure 6 below. Each is discussed in further detail below.

Figure 6: Types of Energy Efficiency Potential



First, technical potential is the theoretical maximum of energy efficiency available, regardless of cost or market constraints. It is determined by multiplying the measure savings by the number of remaining feasible installation opportunities.

The model then applies several filters that incorporate market and adoption barriers, resulting in the achievable potential. These filters include an assumption about the maximum potential adoption and the pace of annual achievements. Energy efficiency planners generally assume that not all measure opportunities will be installed; some portion of the technically possible measure opportunities will remain unavailable due to unsurmountable barriers. In the Seventh Power Plan, it was assumed that 85% of all measure opportunities can be achieved. This assumption came from a pilot study conducted in Hood River, Oregon, where home weatherization measures were offered at no cost. The pilot was able to reach over 90% of homes and complete 85% of identified measure opportunities. In the draft 2021 Power Plan, the Council has taken a more nuanced approach to this assumption. Measures that are likely to be subject to future codes or product standards have higher maximum achievability assumptions. This CPA follows the Council's new approach.

In addition, ramp rates are used to identify the portion of the available potential that can be acquired each year. The selection of ramp rates incorporates the different levels of program and market maturity as well as the practical constraints of what utility programs can accomplish each year.

Finally, economic, or cost-effective potential is determined by limiting the achievable potential to those measures that pass an economic screen. Per the EIA, this assessment uses the TRC test to determine economic potential. The TRC evaluates all measure costs and benefits, regardless of whom they accrue to. The costs and benefits include the full incremental capital cost of the measure, any operations and maintenance costs, program administrative costs, avoided energy and carbon costs, deferred capacity costs, and quantifiable non-energy impacts.

Recent Conservation Achievement

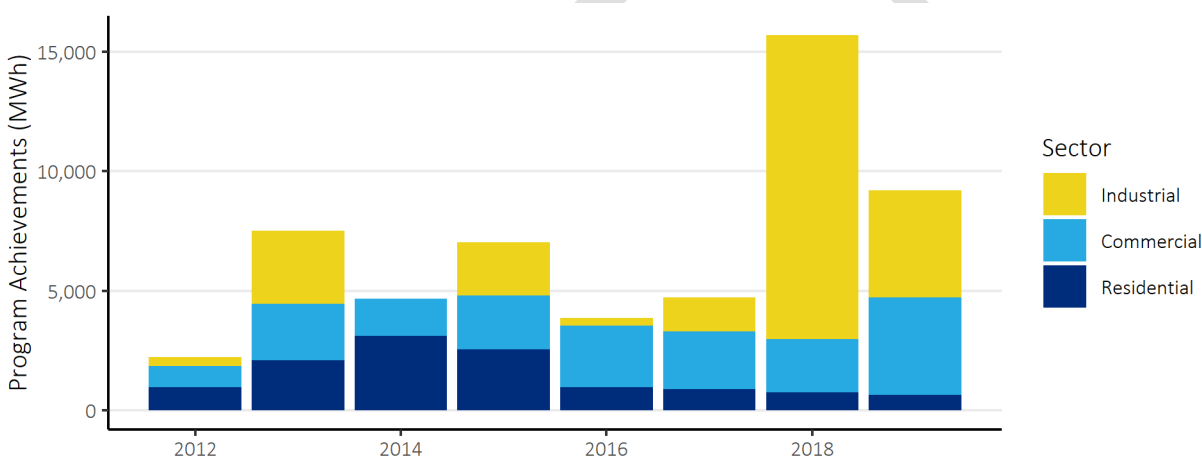
RES has a long history of energy efficiency achievement and, according to the RTF's 2019 Regional Conservation Progress Report, has averaged savings equal to 0.9% of its retail sales in each year over the 2016-2019 time period.

RES currently offers programs for its residential, commercial, and industrial customers. In addition to these programs, RES receives credit for the market transformation initiatives of NEEA that occur within its service territory. NEEA's work has helped to bring energy efficient emerging technologies, like ductless heat pumps and heat pump water heaters, to the Northwest.

Overall

Figure 7 summarizes RES's conservation achievements from 2012-2019 by sector, as reported by the RTF's Regional Conservation Progress Report.

Figure 7: Recent Conservation Achievements by Sector



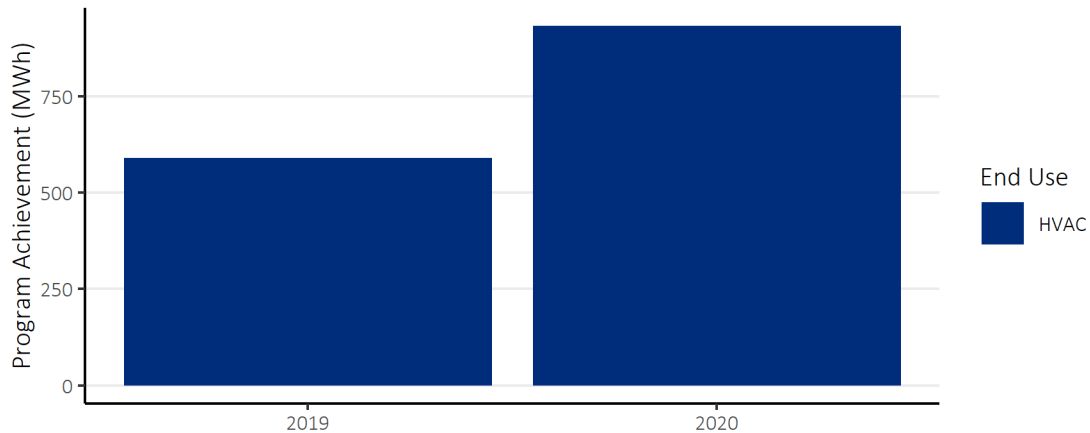
The average savings over this eight-year period is nearly 7,000 MWh per year. Savings from NEEA's market transformation initiatives contribute additional savings that are not included in this figure. In recent years, these savings have totaled between 2,000 and 3,000 MWh per year. The savings from NEEA's initiatives are primarily in the residential sector.

RES provided additional detail on savings for 2019 and 2020 for each sector, which is discussed below.

Residential

The recent residential program achievements by end use are shown in Figure 8. All of the savings are in the HVAC end use, which includes both weatherization measures as well as heating system equipment. In 2021, RES plans to add program offerings for heat pump water heaters and electric vehicle supply equipment (EVSE).

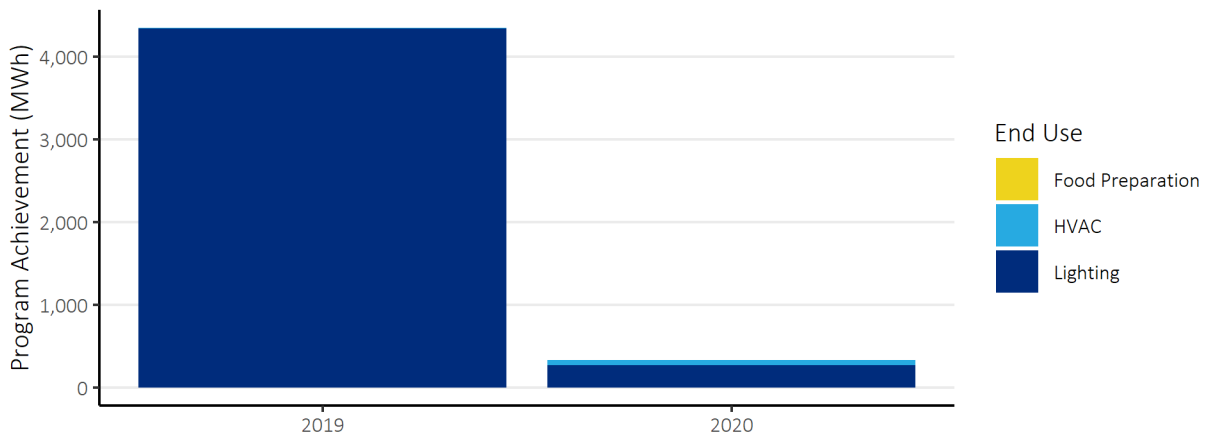
Figure 8: 2019-2020 Residential Program Achievements by End Use



Commercial

Nearly all of RES's commercial savings are in the lighting end use, as shown in Figure 9. Smaller amounts of savings come from projects in the HVAC and food preparation end uses. The impact of the COVID-19 pandemic can be seen in the significant decrease in savings from 2019 to 2020.

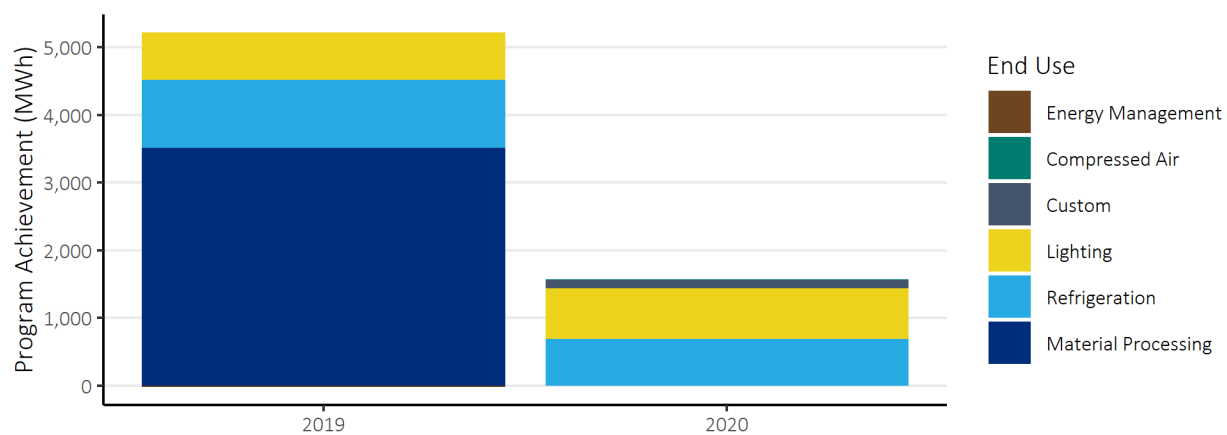
Figure 9: 2019-2020 Commercial Program Achievements by End Use



Industrial

In the industrial sector, a large project involving the treatment of wastewater from an industrial facility contributed large savings in 2019. Lighting, refrigeration, and other end uses contributed additional savings. Savings from the industrial sector are often lumpy with savings varying from year to year, depending on the projects identified and chosen for capital investment by industrial facilities. These savings are summarized in Figure 10 below.

Figure 10: 2019-2020 Industrial Program Achievements by End Use



Customer Characteristics

This section describes the characterization of RES's customer base. This process includes defining the makeup and characteristics of each individual sector. Defining the customer base determines the type and quantity of remaining opportunities to implement energy efficiency measures. Additional information about the local climate and service territory population is used to characterize some measures. This information is summarized in Table 4.

Table 4: Service Territory Characteristics

Heating Zone	Cooling Zone	Total Homes (2020)	Total Population (2019)
1	3	25,197	56,400

The count of homes is based on residential account data provided by RES. This count is a slight increase from the 2019 CPA. The estimated future growth in the number of homes is based on Benton County Assessor data and was calculated by tracking newly constructed buildings over the period from 2016-2020 and dividing the annual new construction count by the existing building stock. The annual growth rates were then averaged over the 5-year period for each building type to yield the overall growth rate used in the analysis.

An additional demolition rate, based on assumptions for Washington State from the Council's 2021 Power Plan, was also used. The demolition rate is used to quantify the number of existing homes that are converted to new homes without adding to the overall count of homes.

The population is based on census data for the City of Richland.

Residential

Within the residential sector, the key characteristics are the number and type of homes as well as the saturation of end use appliances such as space and water heating equipment.

The distribution of home types was updated based on Benton County Assessor data. Homes were classified into one of four building types: single family, manufactured homes, and low-rise multifamily apartments. According to the Benton County Assessor, no buildings were identified as high-rise multifamily dwellings and all residential buildings within the City of Richland appeared to be 3 stories or less.

To perform this classification, meters that showed minimal energy consumption (less than 1200 kWh/year in energy use) were flagged as potentially unoccupied (approximately 70 meters). Of the remaining meters, mobile homes were labelled as such using the county assessor data. Land parcels and buildings with multiple units were flagged as multifamily properties. Some meters were associated with addresses that didn't have a match in the county assessor data. These phantom addresses belong mostly to accessory dwelling units (ADUs) or duplexes - they were geocoded using the Google Maps API to obtain the latitude and longitude, then they were matched to specific land parcels using the assessor's GIS data.

HVAC and other appliance saturation data was based on analysis of customer usage data in combination with NEEA's 2016 Residential Building Stock Assessment and input from RES staff. Table 5 and Table 6 summarize the characteristics that were used for this assessment for existing homes and new homes, respectively.

Table 5: Residential Existing Home Characteristics

	Single Family	Low Rise Multifamily	Manufactured
Share of Homes	68%	28%	4%
HVAC Equipment			
Electric Forced Air Furnace	7%	10%	61%
Air Source Heat Pump	52%	4%	30%
Ductless Heat Pump	2%	0%	0%
Electric Zonal/Baseboard	7%	72%	3%
Central Air Conditioning	27%	9%	42%
Room Air Conditioning	16%	64%	16%
Other Appliances			
Electric Water Heater	79%	77%	94%
Refrigerator	136%	105%	119%
Freezer	45%	16%	50%
Clothes Washer	96%	53%	100%
Electric Clothes Dryer	91%	49%	100%
Dishwasher	87%	67%	88%
Electric Oven	96%	100%	100%
Desktop	49%	40%	56%
Laptop	53%	35%	38%
Monitor	51%	44%	56%

Table 6: Residential New Home Characteristics

	Single Family	Low Rise Multifamily	Manufactured
Growth Rate	1.58%	1.97%	0.53%
HVAC Equipment			
Electric Forced Air Furnace	5%	0%	50%
Air Source Heat Pump	49%	10%	50%
Ductless Heat Pump	2%	0%	0%
Electric Zonal/Baseboard	0%	90%	0%
Central Air Conditioning	48%	10%	40%
Room Air Conditioning	0%	80%	10%
Other Appliances			
Electric Water Heater	79%	77%	94%
Refrigerator	136%	105%	119%
Freezer	45%	16%	50%
Clothes Washer	96%	53%	100%
Electric Clothes Dryer	91%	49%	100%
Dishwasher	87%	67%	88%
Electric Oven	96%	100%	100%
Desktop	49%	40%	56%
Laptop	53%	35%	38%
Monitor	51%	44%	56%

In the tables above, numbers greater than 100% imply an average of more than one appliance per home. For example, the single-family refrigerator saturation of 136% means that single family homes average approximately 1.4 refrigerators per home.

Commercial

In the commercial sector, building floor area is the key variable in determining the number of conservation opportunities, as many of the commercial measures are quantified based on the applicable square feet of floor area. To estimate the commercial floor area in RES's service territory, RES provided an update to the 2019 loads by commercial building types that was developed for the 2019 CPA. This data was thought to best reflect typical commercial loads without the impacts of the COVID-19 pandemic. RES staff refined the categorizations of buildings included this data, resulting in a decrease in the overall loads included. The loads were combined with energy use intensities (EUIs) from the 2019 CBSA, which found that EUIs had decreased relative to the previous (2012) study by 24-45% across many building types, largely due to more efficient lighting. The net result of this is a 10 percent decrease in the estimated commercial floor area relative to the 2019 CPA.

Table 7 summarizes the resulting floor area estimates for each of the 18 commercial building segments.

Table 7: Commercial Floor Area by Segment

Building Type	2018 Floor Area (square feet)
Large Office	6,848,566
Medium Office	5,044,930
Small Office	3,336,676
Extra Large Retail	629,341
Large Retail	430,952
Medium Retail	1,160,408
Small Retail	824,593
School (K-12)	2,306,652
University	747,298
Warehouse	498,291
Supermarket	396,413
Mini Mart	70,289
Restaurant	510,751
Lodging	582,198
Hospital	486,528
Residential Care	245,658
Assembly	2,288,002
Other Commercial	1,788,062
Total	28,195,609

The commercial floor area was assigned a growth rate of 0.9% based on the growth in commercial and industrial sales reported to the EIA since 2015.

Industrial

The methodology used to estimate potential in the industrial sector is different from the residential and commercial sectors. Instead of building a bottom-up estimate of the savings associated with individual measures, potential in the industrial sector is quantified using a top-down approach that uses the annual energy consumption within individual industrial segments, which is then further disaggregated into end uses. Savings for individual measures are calculated by applying assumptions on the percent of savings to the applicable end use consumption within each industrial segment.

To quantify the industrial segment loads, RES provided 2018 energy consumption data for its industrial customers categorized by industry. The overall industrial consumption totals 166,432 MWh, as summarized in Table 8. This represents an increase over the 2019 CPA, even though loads for wastewater treatment were moved to the industrial sector, which were previously included in the commercial sector.

Lighthouse based the growth rate based on the compound annual growth of commercial and industrial sales reported to the EIA, which was 0.9 percent.

Table 8: Industrial Sector Sales by Segment

Segment	2020 Sales (MWh)
Water Supply	12,741
Sewage Treatment	4,025
Frozen Food	57,487
Other Food	9,328
Chemical Manufacturing	189
Cement/Concrete Products	2,019
Primary Metal Manufacturing	25,355
Fabricated Metal Manufacturing	37,715
Misc. Manufacturing	14,261
Refrigerated Warehouse	3,311
Total	166,432

Distribution System Efficiency

The draft 2021 Power Plan materials include a new approach for quantifying the potential energy savings in measures that improve the efficiency of utility distribution systems. The Council's new approach estimates potential based on an estimate of the number of distribution substations and feeders for each utility, as well as the 2018 sales within each sector as reported to the U.S. EIA. Table 9 summarizes the assumptions used for this sector.

Table 9: Utility Distribution System Efficiency Assumptions

Characteristic	Count
Distribution Substations*	14
Residential/Commercial Substations*	12
Urban Feeders*	10
Rural Feeders*	10
2018 Residential Sales (MWh)	338,631
2018 Commercial Sales (MWh)	435,831
2018 Industrial/Other Sales (MWh)	157,422

**Note that these are estimates from the Council and may not reflect RES's actual system*

Results

This section discusses the results of the 2021 CPA. It begins with a discussion of the high-level achievable and cost-effective conservation potential and then covers the cost-effective potential within individual sectors and end uses.

Achievable Conservation Potential

The achievable conservation potential is the amount of energy efficiency that can be saved without considering the cost-effectiveness of measures. It considers market barriers and the practical limits of acquiring energy savings by efficiency programs, but not cost.

Figure 11 shows the supply curve of achievable potential over the 20-year study period. A supply curve depicts the cumulative potential against the levelized cost of energy savings, with the measures sorted in order of ascending cost. No economic screening is applied. Levelized costs are used to make the costs comparable between measures with different lifetimes as well as supply-side resources considered in utility integrated resource plans. The costs include credits for deferred transmission and distribution system costs, avoided generation capacity, avoided periodic replacements, and non-energy impacts. With these credits, some of the lowest-cost measures have a net levelized cost that is negative, meaning that the credits exceed the measure costs.

Figure 11: 20-Year Supply Curve

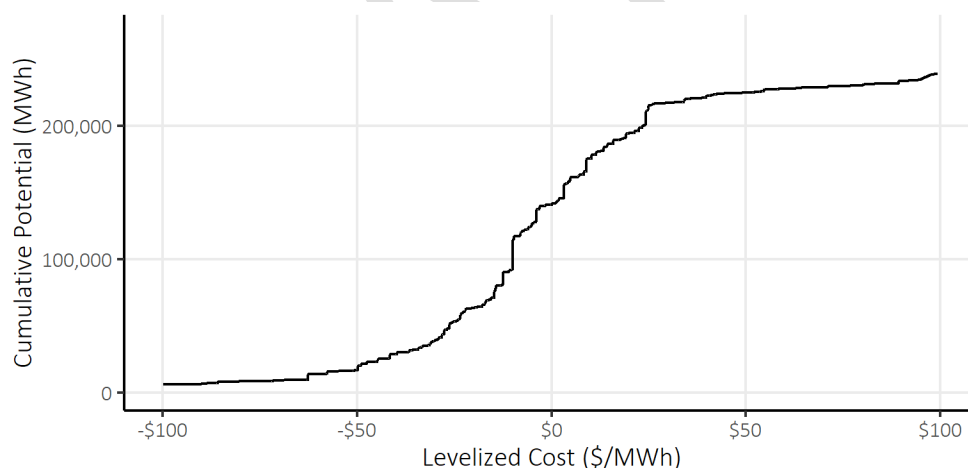


Figure 11 shows that approximately 140,000 MWh of potential are available at a cost at or below \$0/MWh. These are measures where benefits such as the deferral of capacity costs and non-energy benefits exceed the measure costs. More than 200,000 MWh of achievable potential is available at costs at or below approximately \$25/MWh. A total of nearly 270,000 MWh is available in RES's service territory over the 20-year period, but only potential below \$100/MWh is shown in the supply curve. After approximately \$25/MWh, the supply curve flattens and any increases in potential come at increasingly higher costs.

Supply curves based on levelized cost are limited in that not all energy savings are equally valued. For example, two measures could have the same levelized cost but provide different reductions in peak demand. An alternative to the supply curve based on levelized cost is one based on the benefit-cost ratio. This is shown below in Figure 12.

Figure 12: 20-Year Benefit-Cost Ratio Supply Curve

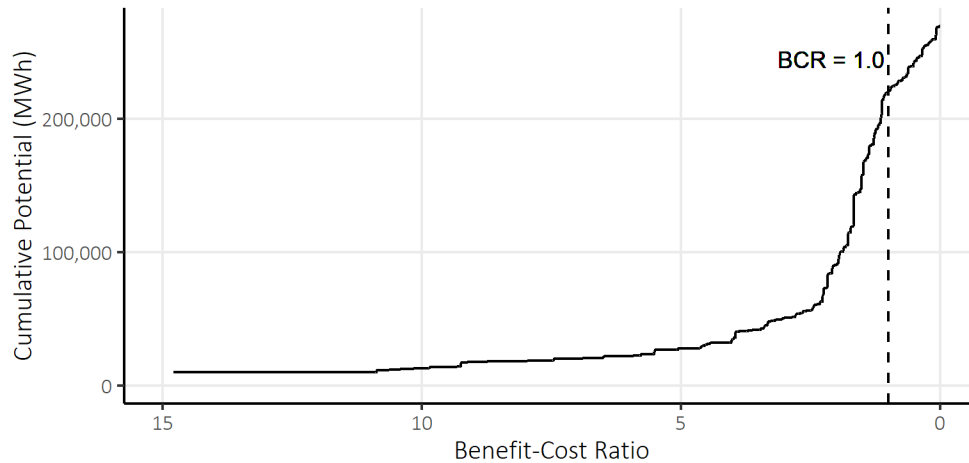
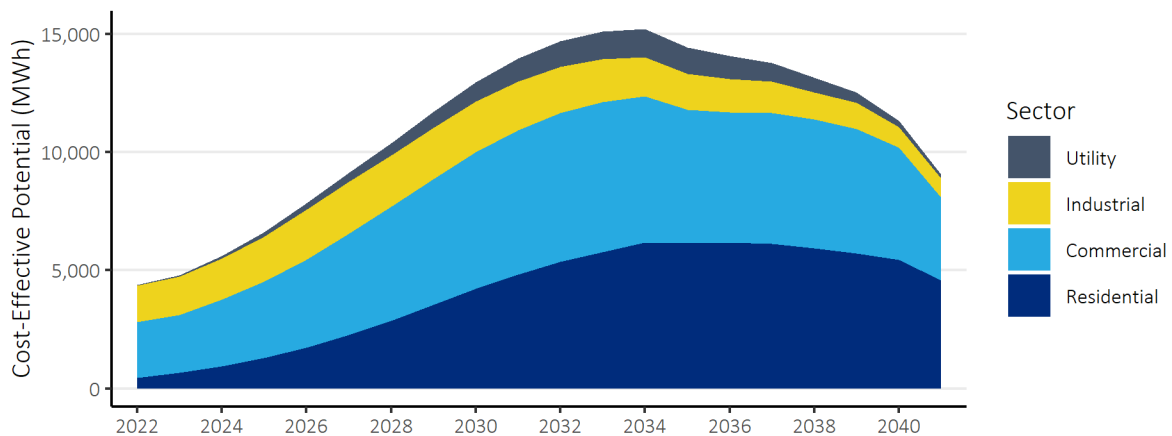


Figure 12 includes a dashed line where the benefit-cost ratio is equal to one. There are approximately 220,000 MWh of cost-effective savings potential to the left of this line, with benefit-cost ratios greater than one. The slope of the line is steep to the left of the point where the benefit-cost ratio equals one. This suggests higher sensitivities to lower avoided costs, which would effectively shift the dashed line to the left. The cost-effective potential is described further below.

Cost-Effective Conservation Potential

Figure 13 shows the cost-effective potential by sector on an annual basis. Most of the potential is in RES's residential and commercial sectors, followed by the industrial sector, with smaller amounts available in the utility sector.

Figure 13: Annual Cost-Effective Potential by Sector



Ramp rates from the 2021 Power Plan were used to establish reasonable rates of acquisition for all sectors. Lighthouse made modifications to the assigned ramp rates for some measures to align the near-term potential with recent and expected savings in each sector given the current economic conditions. Appendix VII has more detail on the alignment of ramp rates with program expectations.

Sector Summary

The sections below describe the cost-effective potential within each sector.

Residential

Relative to the 2019 CPA, the cost-effective potential in the residential sector has decreased in near term but increased in the long term. State product standards for lighting, showerheads, and aerators have resulted in reductions in potential from these measures, while additional savings are now available in measures with slower adoption rates.

Figure 14 shows the cost-effective potential by end use for the first 10 years of the study period. Measures in the HVAC (which includes both equipment and weatherization) and water heating end uses make up the largest share of potential in the sector in the near term.

The potential for these end uses grows during the initial 10 years of the study as the expected market share of heat pump water heaters and adoption of HVAC measures increases. Potential in the appliances (including clothes washers, dryers, refrigerators, and freezers), lighting, and electronics end uses have smaller amounts of potential in the initial 10 years.

Note that some residential measures, such as smart thermostats and heat pump water heaters, can provide benefits as both energy efficiency and demand response resources. Any demand response benefits were not included in this CPA, although energy efficiency programs can help build a stock of equipment that could be called upon by demand response programs. Lighthouse assessed the demand response potential of these measures in RES's *2021 Demand Response Potential Assessment*.

In Figure 14, the other end use category includes measures in the cooking and electric vehicle supply equipment end uses. The cost-effective potential in these categories is very small in the initial 10 years of the study period.

Figure 14: Annual Residential Potential by End Use

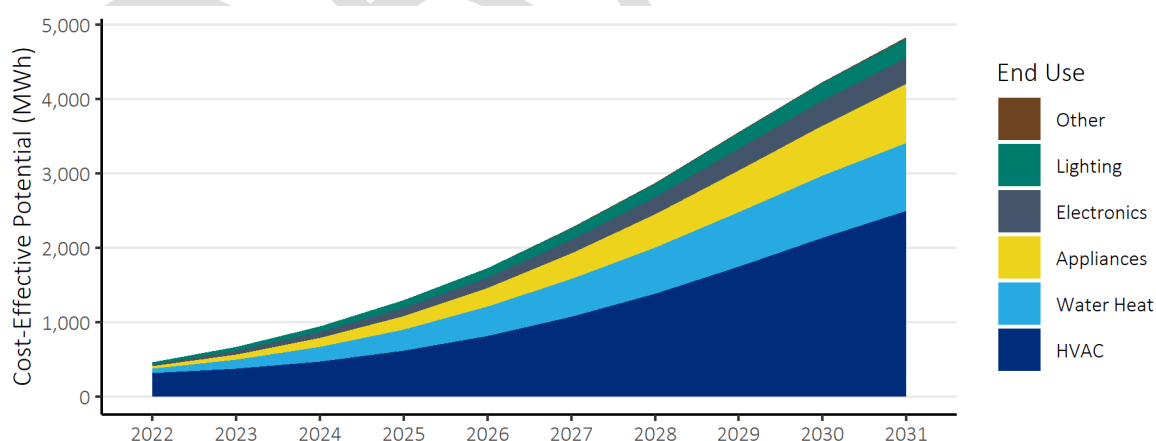
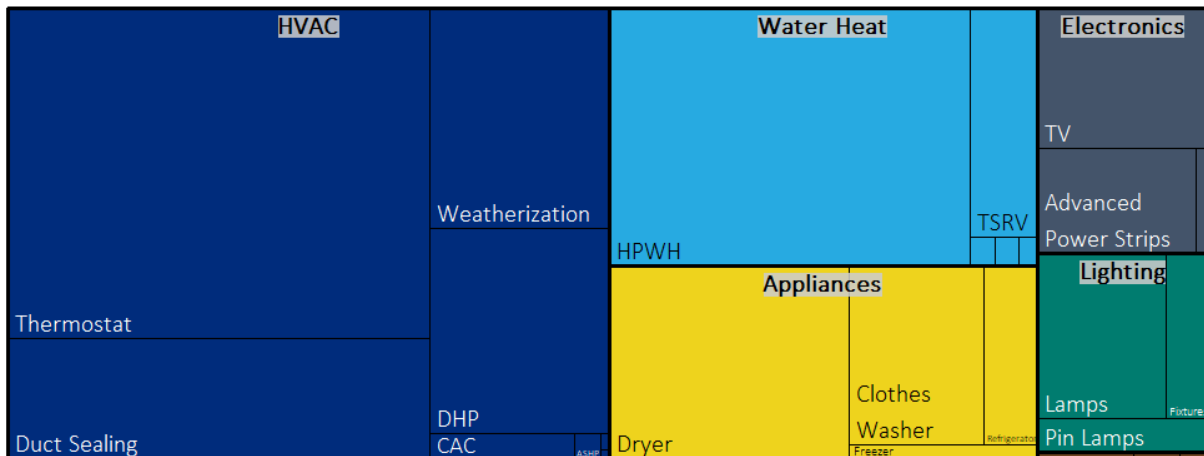


Figure 15 shows how the 10-year potential breaks down into end uses and measure categories. The area of each block represents the share of the total 10-year residential potential. Smart thermostats and duct sealing make up most of the potential in the HVAC end use, while heat pump water heaters (HPWH) and thermostatic restriction valves (TSRV) are the key measures within the water heating end use.

Figure 15: Residential Potential by End Use and Measure Category

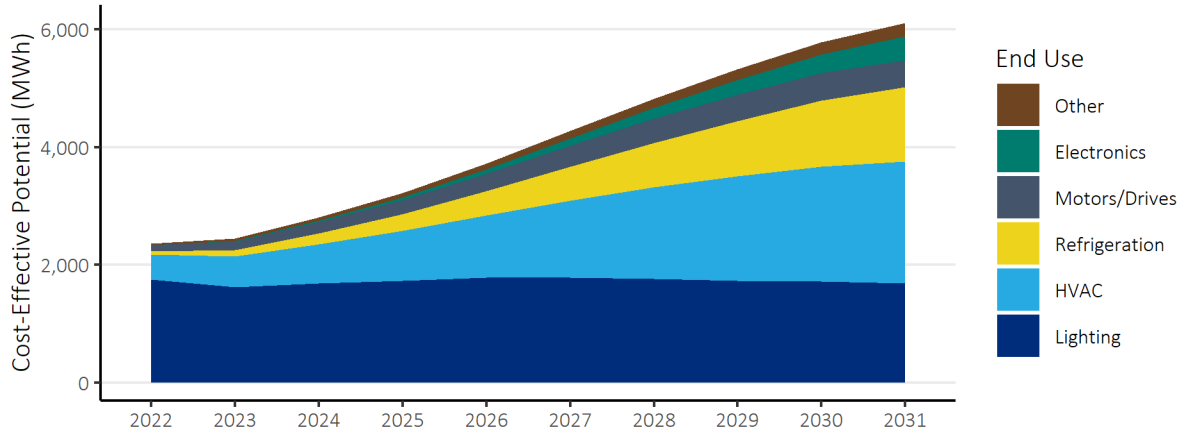


Commercial

In the commercial sector, lighting, HVAC, and refrigeration measures are the end uses with the highest potential. The lighting end use includes measures applicable to both interior and exterior lighting. The electronics category includes energy efficient computers and equipment for embedded data centers.

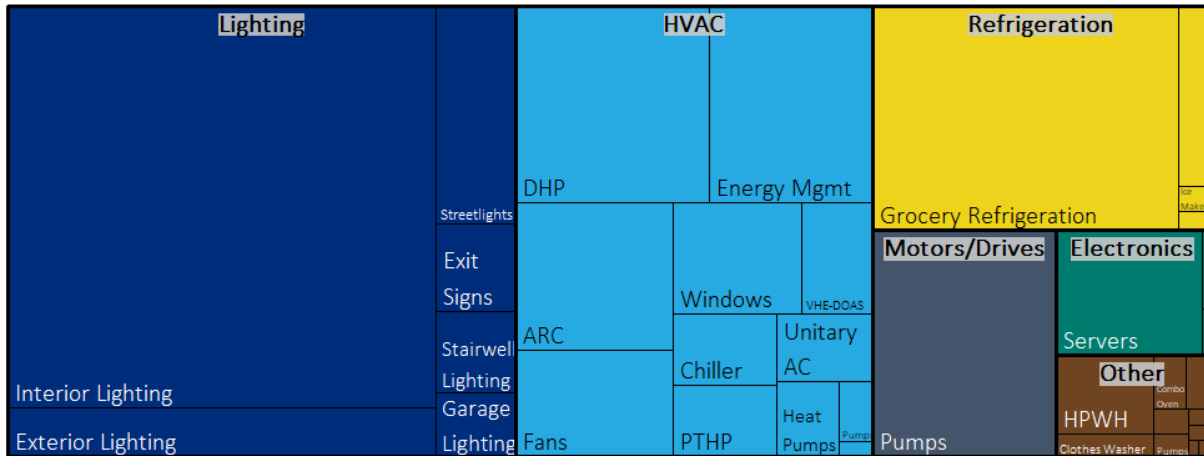
In Figure 16, the other category includes measures in the compressed air, food preparation, and water heating end uses.

Figure 16: Annual Commercial Potential by End Use



The key end uses and measure categories within the commercial sector are shown in Figure 17. The area of each block is proportional to its share of the 10-year commercial potential. Most of the potential in the lighting end use is in interior lighting, while the potential in the HVAC end use is more evenly distributed across a range of equipment types. The commercial sector includes a variety of building types with different end uses and system types. This is apparent in the range of measures included in Figure 17.

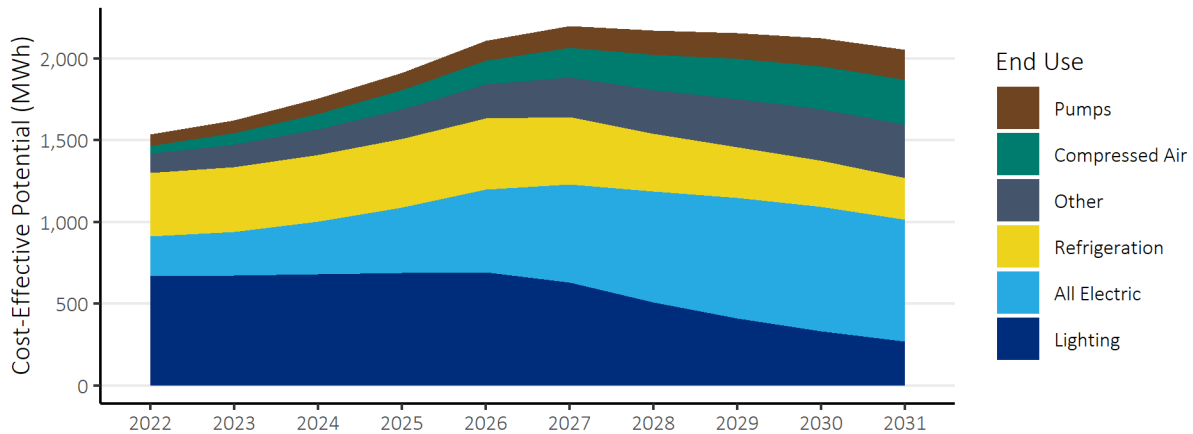
Figure 17: Commercial Potential by End Use and Measure Category



Industrial

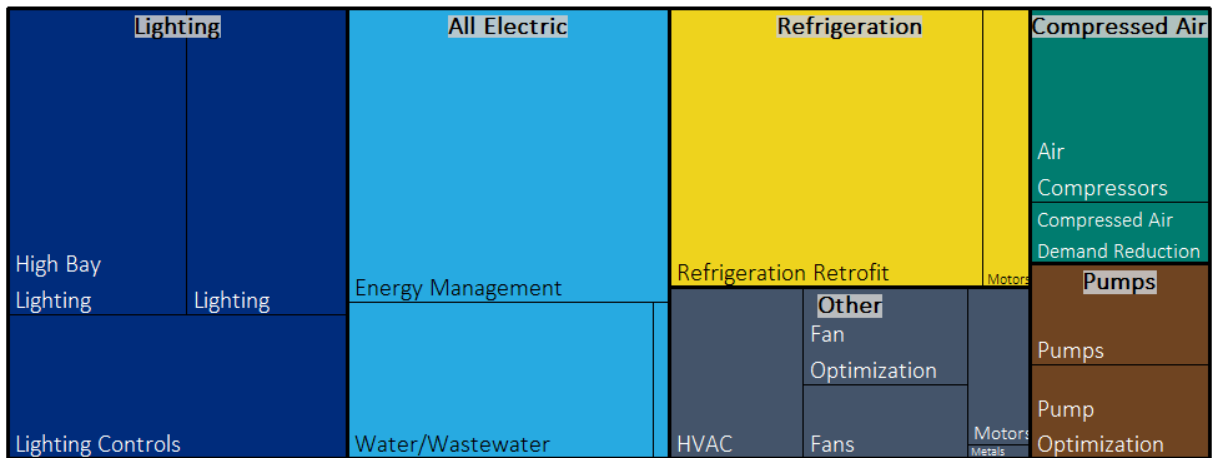
The annual industrial sector potential is shown in Figure 18. Significant amounts of potential are spread across the all electric and lighting end uses. The all electric end use includes measures applicable to all end uses, such as strategic energy management programs. Smaller amounts of potential are available through measures in the refrigeration, compressed air, and pumps end uses. The other category in Figure 18 includes a variety of end uses, including material handling and processing, HVAC, fan systems, and several other small end uses.

Figure 18: Annual Industrial Potential by End Use



The breakdown of 10-year industrial potential into end uses and measure categories is shown in Figure 19.

Figure 19: Industrial Potential by End Use and Measure Category

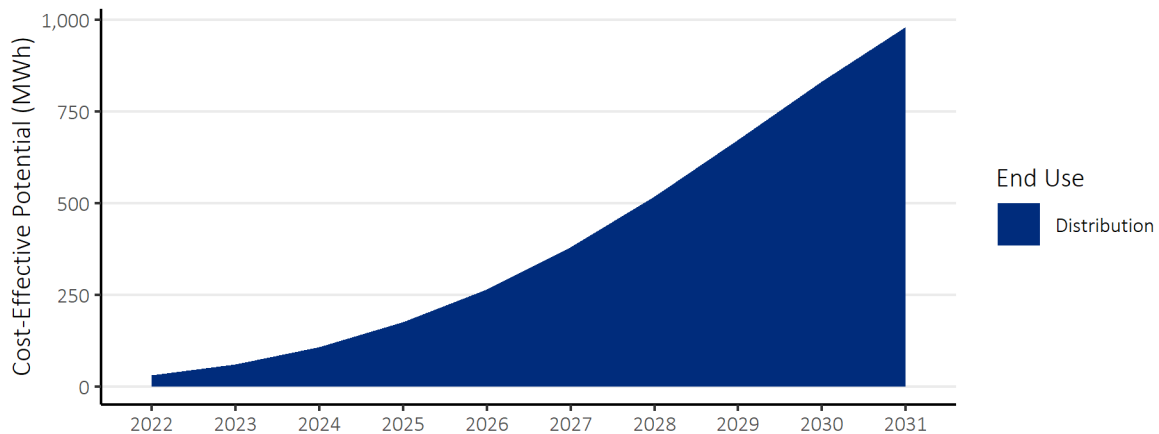


Utility

Measures in the utility sector involve the regulation of voltage to improve the efficiency of the distribution system. This analysis includes the measures characterized for the draft 2021 Power Plan, which are based on an estimate of the number of distribution substations and feeders for RES.

The annual distribution system potential is shown in Figure 20. The Council characterized three measures in the draft 2021 Power Plan, which use increasingly sophisticated control systems. Note that the scale for this figure has changed relative to the figures above, as the potential in this sector is much smaller than those sectors.

Figure 20: Annual Distribution System Potential



Scenario Results

This section discusses the results of two additional scenarios that were considered in addition to the base case scenario covered in the previous section. These scenarios feature low and high variations in the avoided costs values, covering a range of possible outcomes to reflect uncertainty in future values. These scenarios allow RES to understand the sensitivity of the cost-effective potential to variations in avoided cost. All other inputs were held constant.

Table 10 summarizes the avoided cost assumptions used in each scenario, which are discussed further in Appendix IV.

Table 10: Avoided Cost Assumptions by Scenario

	Low Scenario	Base Scenario	High Scenario
Energy Values	Avoided Energy Costs (20-Year Levelized Price, 2016\$)	Market Forecast minus 20%-80% (\$18)	Market Forecast plus 20%-80% (\$50)
	Social Cost CO₂	Federal 2.5% Discount Rate Values	Federal 2.5% Discount Rate Values
	RPS Compliance	WA EIA & CETA Requirements	WA EIA & CETA Requirements
Capacity Values	Distribution Capacity (2016\$)	\$6.85/kW-year	\$6.85/kW-year
	Transmission Capacity (2016\$)	\$3.08/kW-year	\$3.08/kW-year
	Generation Capacity (2016\$)	\$74/kW-year	\$124/kW-year
	Implied Risk Adder (2016\$)	-\$16/MWh -\$14/kW-year	\$16/MWh \$36/kW-year
	Northwest Power Act Credit	10%	10%

Instead of using a single risk adder applied to each unit of energy, the two alternate scenarios consider potential futures with higher and lower values for the avoided cost inputs where some degree of uncertainty exists, including variations in the value of both energy and capacity. The final row calculates the implied risk adders for the low and high scenarios by totaling the differences in both energy and capacity-based values. Further discussion of these values is provided in Appendix IV.

Table 11 summarizes the cost-effective potential across each avoided cost scenario. As discussed above, the results show higher sensitivities to the low avoided cost scenario. This suggests a higher risk in over-valuing energy efficiency. However, these results should also be considered with the relative likelihood of each scenario and the associated scale of risk as well. For example, given that we are already in an environment with low market prices, further declines in market prices and the low capacity value reflected in the low scenario may be less likely. In addition, pursuing only the energy efficiency quantified in the low scenario could lead to long-term contracts for other resources that, over the long term, may prove to be unneeded or uneconomic.

Table 11: Cost Effective Potential (MWh) by Avoided Cost Scenario

Scenario	2-Year	4-Year	10-Year	20-Year
Low Scenario	7,952	18,575	76,125	187,521
Base Case	9,186	21,412	87,422	220,819
High Scenario	9,225	21,552	88,354	223,618

Overall, energy efficiency remains a low-risk resource for RES since it is purchased in small increments over time, making it unlikely that the significant amounts of the resource be acquired that were over-valued.

DRAFT

Summary

This report has summarized the results of the 2021 CPA conducted for RES. The assessment provided estimates of the cost-effective energy savings potential for the 20-year period beginning in 2022, with details on the first ten years per the requirements of Washington State's EIA. The assessment considered a wide range of measures that are reliable and available during the study period.

Compared to RES's 2019 CPA, the potential has decreased in the near term. Factors driving the potential downward include the recent adoption of state product standards for lighting and water-saving measures, as well as the continued decline in avoided costs. Ramp rates were also adjusted to reflect recent program achievements, which have been affected by the COVID-19 pandemic.

In the longer term, this assessment found significantly higher amounts of cost-effective potential. This additional potential is in measures that currently see slower adoption rates, like heat pump water heaters and smart thermostats, but can gain traction in the future. In the commercial and industrial sectors, new measures for pumps and fans also add to the potential.

Compliance with State Requirements

The methodology used to estimate the cost-effective energy efficiency potential described in this report is consistent with the methodology used by the Council for determining the potential and cost-effectiveness of conservation resources in the draft 2021 Power Plan. Appendix III provides a list of Washington's EIA requirements and a description of how each was implemented. In addition to using a methodology consistent with the Council's draft 2021 Power Plan, the assessment used assumptions from the draft 2021 Power Plan where utility-specific inputs were not used. Utility-specific inputs covering customer characteristics, previous conservation achievements, and economic inputs were used. The assessment included the measures considered in the draft 2021 Power Plan materials, with additional RTF updates since its publication.

References

- Cadmus Group. 2018. Residential Building Stock Assessment II: Single family Homes Report 2016-17. Portland, OR: Northwest Energy Efficiency Alliance.
- Cadmus Group. 2018. Residential Building Stock Assessment II: Multifamily Buildings Report 2016-17. Portland, OR: Northwest Energy Efficiency Alliance.
- Cadmus Group. 2018. Residential Building Stock Assessment II: Manufactured Homes Report 2016-17. Portland, OR: Northwest Energy Efficiency Alliance.
- Cadmus Group. 2020. Commercial Building Stock Assessment 4 (2019) Final Report. Portland, OR: Northwest Energy Efficiency Alliance.
- Northwest Power and Conservation Council. 2021 Power Plan Technical Information and Data. December 11, 2020. Retrieved from: <https://www.nwcouncil.org/2021-power-plan-technical-information-and-data>
- Washington State Energy Code, Wash. (2018)
- Washington State Legislature. RCW 19.285.040 Energy conservation and renewable energy targets. Retrieved from: <http://apps.leg.wa.gov/rcw/default.aspx?cite=19.285.040>
- Washington State Legislature. RCW 19.260 Appliance Energy Efficiency Standards. Retrieved from: <https://app.leg.wa.gov/billssummary?BillNumber=1444&Year=2019>

Appendix I: Acronyms

aMW	Average Megawatt
BPA	Bonneville Power Administration
CEIP	Clean Energy Implementation Plan
CETA	Clean Energy Transformation Act
CFL	Compact Fluorescent Light
CPA	Conservation Potential Assessment
EIA	Energy Independence Act
EUI	Energy Use Intensity
HPWH	Heat Pump Water Heater
HVAC	Heating, Ventilation, and Air Conditioning
IRP	Integrated Resource Plan
kW	kilowatt
kWh	kilowatt-hour
LED	Light-Emitting Diode
MW	Megawatt
MWh	Megawatt-hour
NEEA	Northwest Energy Efficiency Alliance
O&M	Operations and Maintenance
RPS	Renewable Portfolio Standard
RTF	Regional Technical Forum
SEM	Strategic Energy Management
TRC	Total Resource Cost

Appendix II: Glossary

<i>Achievable Technical Potential</i>	Conservation potential that includes considerations of market barriers and programmatic constraints, but not cost effectiveness. This is a subset of technical potential.
<i>Average Megawatt (aMW)</i>	An average hourly usage of electricity, measured in megawatts, across the hours of a day, month, or year.
<i>Avoided Cost</i>	The costs avoided through the acquisition of energy efficiency.
<i>Cost Effective</i>	A measure is described as cost effective when the present value of its benefits exceeds the present value of its costs.
<i>Economic Potential</i>	Conservation potential that passes a cost-effectiveness test. This is a subset of achievable potential. Per the EIA, a Total Resource Cost (TRC) test is used.
<i>Levelized Cost</i>	A measure of costs when they are spread over the life of the measure, like a car payment. Levelized costs enable the comparison of resources with different useful lifetimes.
<i>Megawatt (MW)</i>	A unity of demand equal to 1,000 kilowatts (kW).
<i>Renewable Portfolio Standard</i>	A requirement that a certain percentage of a utility's portfolio come from renewable resources. In 2020, Washington utilities with more than 25,000 customers are required to source 15% of their energy from renewable resources.
<i>Technical Potential</i>	The set of possible conservation savings that includes all possible measures, regardless of market or cost barriers.
<i>Total Resource Cost (TRC) Test</i>	A test for cost-effectiveness that considers all costs and benefits, regardless of who they accrue to. A measure passes this test if the present value of all benefits exceeds the present value of all costs. The TRC test is required by Washington's Energy Independence Act and is the predominant cost effectiveness test used throughout the Northwest and U.S.

Appendix III: Compliance with State Requirements

This Appendix details the specific requirements for Conservation Potential Assessments listed in WAC 194-37-080. The table below lists the specific section and corresponding requirement along with a description of how the requirement is implemented in the model and where the implementation can be found.

Table 12: CPA Compliance with EIA Requirements

WAC 194-37-080 Section	Requirement	Implementation
(5)(a)	Technical potential. Determine the amount of conservation that is technically feasible, considering measures and the number of these measures that could physically be installed or implemented, without regard to achievability or cost.	The model calculates technical potential by multiplying the quantity of stock (number of homes, building floor area, industrial load) by the number of measures that could be installed per each unit of stock. The model further constrains the potential by the share of measures that have already been completed. See calculations in the “Units” tabs within each of the sector model files.
(5)(b)	Achievable technical potential. Determine the amount of the conservation technical potential that is available within the planning period, considering barriers to market penetration and the rate at which savings could be acquired.	The model applies maximum achievability factors based on the Council’s 2021 Power Plan assumptions and ramp rates to identify how the potential can be acquired over the 20-year study period. See calculations in the “Units” tabs within each of the sector model files. The complete set of the ramp rates used is on the “Ramp Rates” tab.
(5)(c)	Economic achievable potential. Establish the economic achievable potential, which is the conservation potential that is cost-effective, reliable, and feasible, by comparing the total resource cost of conservation measures to the cost of other resources available to meet expected demand for electricity and capacity.	Lighthouse used the Council’s ProCost model to calculate TRC benefit-cost ratios for each measure after updating ProCost with utility-specific inputs. The ProCost results are collected through an Excel macro in the “ProCost Measure Results-(scenario).xlsx” files and brought into the CPA models through Excel’s Power Query. See Appendix IV for further discussion of the avoided cost assumptions.
(5)(d)	Total resource cost. In determining economic achievable potential as provided in (c) of this subsection, perform a life-cycle cost analysis of measures or programs to determine the net levelized cost, as described in this subsection.	A life-cycle cost analysis was performed using the Council’s ProCost tool, which Lighthouse configured with utility-specific inputs. Costs and benefits were included consistent with the TRC test. The measure files within each sector contain the ProCost results. These results are then rolled up into the ProCost Measure Results files, which are

WAC 194-37-080 Section	Requirement	Implementation
		linked to each sector model file through Excel's Power Query functionality.
(5)(d)(i)	Conduct a total resource cost analysis that assesses all costs and all benefits of conservation measures regardless of who pays the costs or receives the benefits.	The costs considered in the economic analysis included measure capital costs, O&M costs, periodic replacement costs, and any non-energy costs. Benefits included avoided energy, T&D capacity costs, avoided generation capacity costs, non-energy benefits, O&M savings, and periodic replacement costs. Measure costs and benefits can be found in the individual measure files as well as the "ProCost Measure Results" files.
(5)(d)(ii)	Include the incremental savings and incremental costs of measures and replacement measures where resources or measures have different measure lifetimes.	Assumed savings, cost, and measure lifetimes are based on draft 2021 Power Plan and subsequent RTF updates, where applicable. Measure costs and benefits can be found in the individual measure files as well as the "ProCost Measure Results" files.
(5)(d)(iii)	Calculate the value of the energy saved based on when it is saved. In performing this calculation, use time differentiated avoided costs to conduct the analysis that determines the financial value of energy saved through conservation.	Lighthouse used a 20-year forecast of monthly on- and off-peak market prices and the load shapes developed for the 2021 Power Plan as part of the economic analysis conducted in ProCost. The "MC and Loadshape" file contains both the market price forecast as well as the library of load shapes. Individual measure files contain the load shape assignments.
(5)(d)(iv)	Include the increase or decrease in annual or periodic operations and maintenance costs due to conservation measures.	Measure analyses include changes to O&M costs as well as periodic replacement costs, where applicable. These assumptions are based on the 2021 Plan and/or RTF. Measure assumptions can be found in the individual measure files.
(5)(d)(v)	Include avoided energy costs equal to a forecast of regional market prices, which represents the cost of the next increment of available and reliable power supply available to the utility for the life of the energy efficiency measures to which it is compared.	Lighthouse developed a forecast of on- and off-peak market prices at the mid-Columbia trading hub. Further discussion of this forecast can be found in Appendix IV.

WAC 194-37-080 Section	Requirement	Implementation
		See the “MC and Loadshape” file for the market prices. These prices include the value of avoided REC purchases as applicable.
(5)(d)(vi)	Include deferred capacity expansion benefits for transmission and distribution systems.	Deferred transmission and distribution system benefits are based on the values developed by the Council for the 2021 Power Plan. These values can be found on the “ProData” tab of the ProCost files, cells C50 and C54.
(5)(d)(vii)	Include deferred generation benefits consistent with the contribution to system peak capacity of the conservation measure.	Deferred generation capacity expansion benefits are based on BPA’s monthly demand charges, which are used as a proxy for the cost of capacity. The development of these values is discussed in Appendix IV. These values can be found on the “ProData” tab of the ProCost files, cells C60.
(5)(d)(viii)	Include the social cost of carbon emissions from avoided non-conservation resources.	This assessment uses the social cost of carbon values determined by the federal Interagency Workgroup using a 2.5% discount rate, as required by the Clean Energy Transformation Act. The emissions intensity of energy savings is based on a Council analysis of the regional marginal emissions intensity developed for the 2021 Plan. The carbon costs and emissions intensities can be found in the MC and Loadshape file.
(5)(d)(ix)	Include a risk mitigation credit to reflect the additional value of conservation, not otherwise accounted for in other inputs, in reducing risk associated with costs of avoided non-conservation resources.	This analysis uses a scenario analysis to consider risk. Avoided cost values with uncertain future values were varied across three different scenarios and the resulting sensitivity and risk were analyzed. The Scenario Results section of this report discusses the inputs used and the implicit risk adders used in the analysis.
(5)(d)(x)	Include all non-energy impacts that a resource or measure may provide that can be quantified and monetized.	All quantifiable non-energy benefits were included where appropriate, based on values from the Council’s draft 2021 Plan materials and RTF. Measure assumptions can be found in the individual measure files.

WAC 194-37-080 Section	Requirement	Implementation
(5)(d)(xi)	Include an estimate of program administrative costs.	This assessment uses the Council’s assumption of administrative costs equal to 20% of measure capital costs. Program admin costs can be found in the “ProData” tab of the ProCost files, cell C29.
(5)(d)(xii)	Include the cost of financing measures using the capital costs of the entity that is expected to pay for the measure.	This assessment utilizes the financing cost assumptions from the draft 2021 Plan materials, including the sector-specific cost shares and cost of capital assumptions. Financing assumptions can be found in the ProData tab of the ProCost files, cells C37:F46.
(5)(d)(xiii)	Discount future costs and benefits at a discount rate equal to the discount rate used by the utility in evaluating non-conservation resources.	This assessment uses a real discount rate of 3.75% to determine the present value of all costs and benefits. This represents RES’s long-term cost of capital. The discount rate used in this analysis can be found in the ProCost files, on cell C27 of the ProData tab.
(5)(d)(xiv)	Include a ten percent bonus for the energy and capacity benefits of conservation measures as defined in 16 U.S.C. § 839a of the Pacific Northwest Electric Power Planning and Conservation Act.	A 10% bonus is applied consistent with the Northwest Power Act. The 10% credit used in the measure analyses can be found in the ProCost files, on cell C29 of the ProData tab.

Appendix IV: Avoided Costs

The methodology used to conduct conservation potential assessments for electric utilities in the State of Washington is dictated by the requirements of the Energy Independence Act (EIA) and the Clean Energy Transformation Act (CETA). Specifically, WAC 194-37-070 requires utilities to determine the economic, or cost-effective, potential by “comparing the total resource cost of conservation measures to the total cost of other resources available to meet expected demand for electricity and capacity.”³ This CPA determined the cost-effectiveness of conservation measures through a benefit-cost ratio approach, which uses avoided costs to represent the costs avoided by acquiring efficiency instead of other resources. The EIA specifies that these avoided costs include the following components:

- Time-differentiated energy costs equal to a forecast of regional market prices
- Deferred capacity expansion costs for the transmission and distribution system
- Deferred generation capacity costs consistent with each measure’s contribution to system peak capacity savings
- The social cost of carbon emissions from avoided non-conservation resources
- A risk mitigation credit to reflect the additional value of conservation not accounted for in other inputs
- A 10% bonus for energy and capacity benefits of conservation measures, as defined by the Pacific Northwest Electric Power Planning and Conservation Act

In addition to these requirements, Washington’s CETA requires specific values be used for the social cost of carbon in item four above. Lighthouse has also included the value of avoided renewable portfolio standard compliance costs in the avoided costs.

This appendix discusses each of these inputs in detail in the following sections.

Avoided Energy Costs

Avoided energy costs are the energy costs avoided by RES through the acquisition of energy efficiency instead of supply-side resources. For every megawatt-hour of conservation achieved, RES avoids the purchase of one megawatt-hour of energy or can sell one megawatt-hour of excess energy.

For this CPA, Lighthouse has developed a forecast of avoided on- and off-peak energy prices at the Mid-Columbia trading hub. The forecast is based on forward on- and off-peak prices reported by the CME Group^{4,5} on May 12, 2021. These include monthly prices for roughly a six-year period.

To develop a forecast that would cover the 20-year study period of this CPA, Lighthouse developed linear regression models fitted to these prices and then used those models to forecast prices over the remaining years of the study period. Figure 21 and Figure 22 show how the forward prices from the CME Group compare to the fitted model developed by Lighthouse for the on- and off-peak prices, respectively. Both models provide a very close fit to the forward prices.

³ WAC 194-37-070. Accessed January 20, 2021. <https://app.leg.wa.gov/wac/default.aspx?cite=194-37-070>

⁴ <https://www.cmegroup.com/trading/energy/electricity/mid-columbia-day-ahead-peak-calendar-month-5-mw-futures.html>. Accessed May 12, 2021.

⁵ <https://www.cmegroup.com/trading/energy/electricity/mid-columbia-day-ahead-off-peak-calendar-month-5-mw-futures.html>. Accessed May 12, 2021.

Figure 21: Model Fit of On-Peak Prices

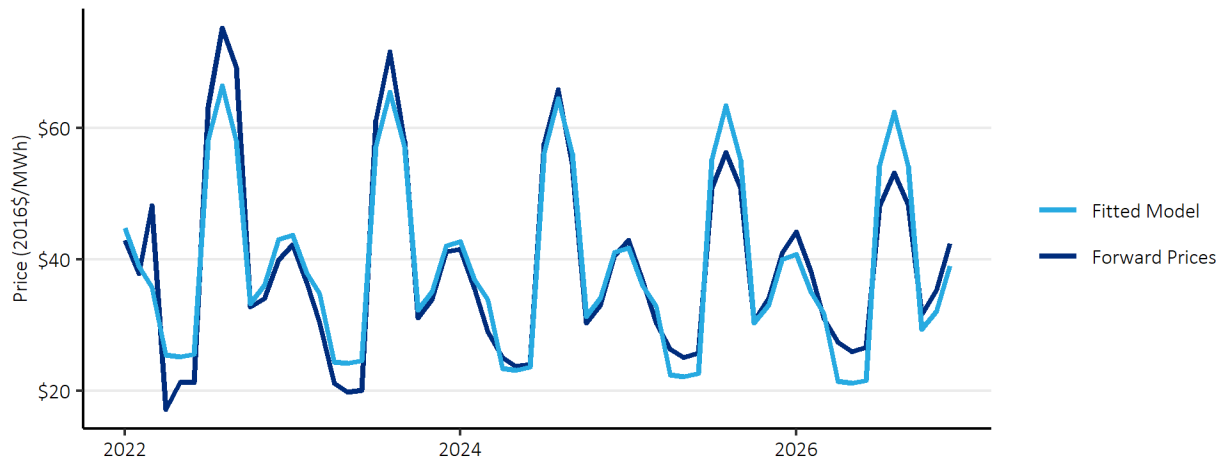
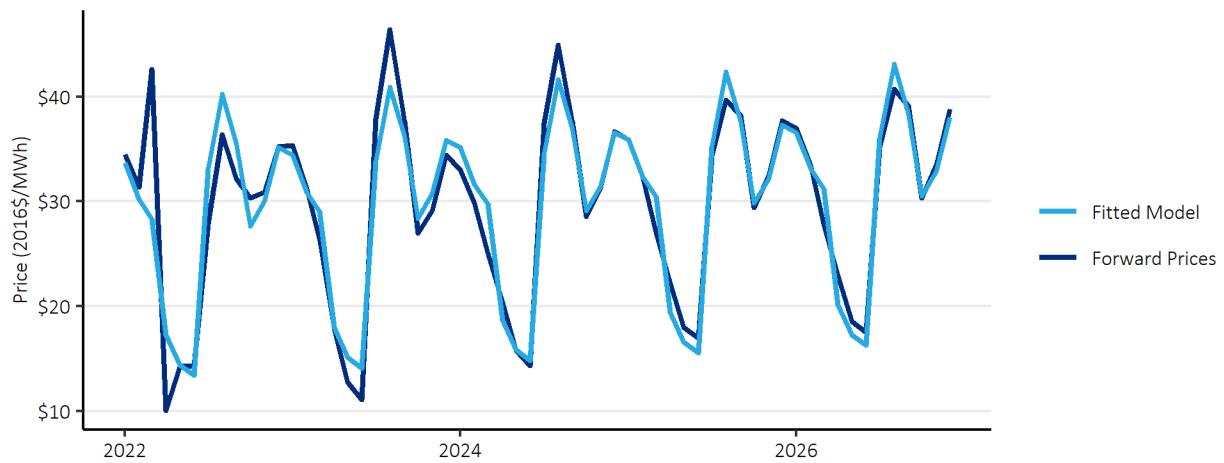
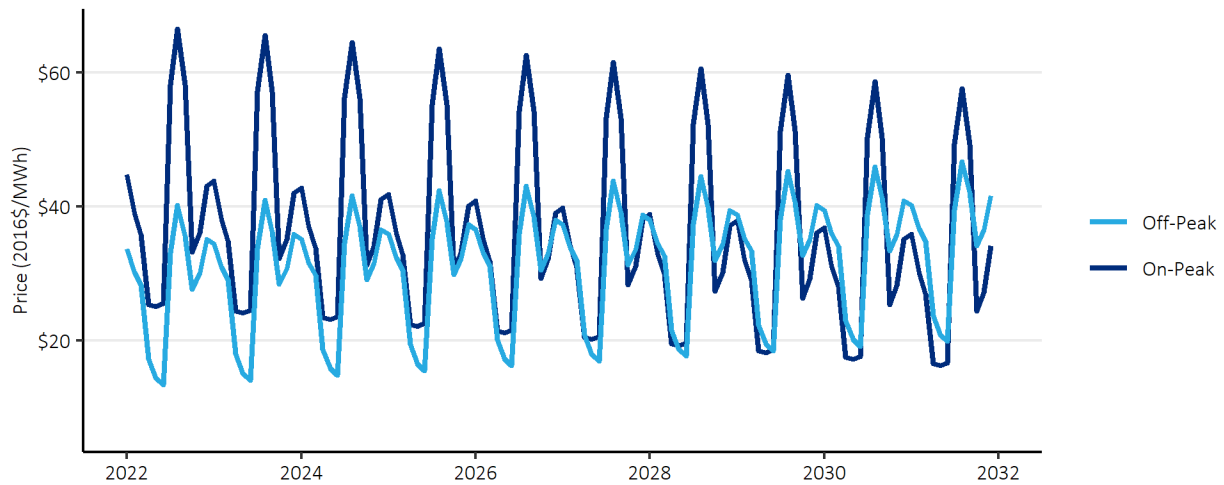


Figure 22: Model Fit of Off-Peak Prices



The modeled forecast of on- and off-peak prices is shown in Figure 23, which excludes some of the final years of the study period for clarity. The levelized value of the 20-year price forecast is approximately \$35/MWh (2016\$). This is very close to the price forecast used in the 2019 CPA, which had a levelized value of \$34/MWh (2016\$).

Figure 23: On- and Off-Peak Price Forecast



Lighthouse also created high and low variations of this forecast to be used in the avoided cost scenarios, which are described more subsequently. To develop the forecast, Lighthouse examined the variation in the forecasts developed by the Northwest Power and Conservation Council (Council) for the 2021 Plan and found that the highest and lowest forecasted prices varied by approximately 20% in the near term and 80% in the long term, relative to the average price forecast. Lighthouse applied this trend to the base case forecast described above to create the high and low scenario forecasts. The resulting forecasts for on- and off-peak prices are shown in Figure 24 and Figure 25 below.

Figure 24: Comparison of On-Peak Price Scenarios

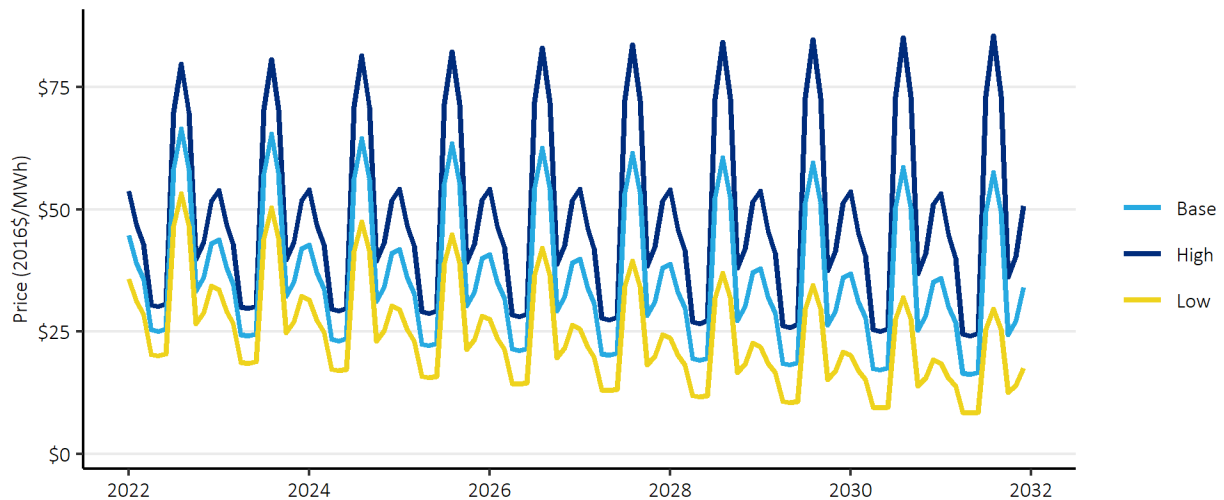
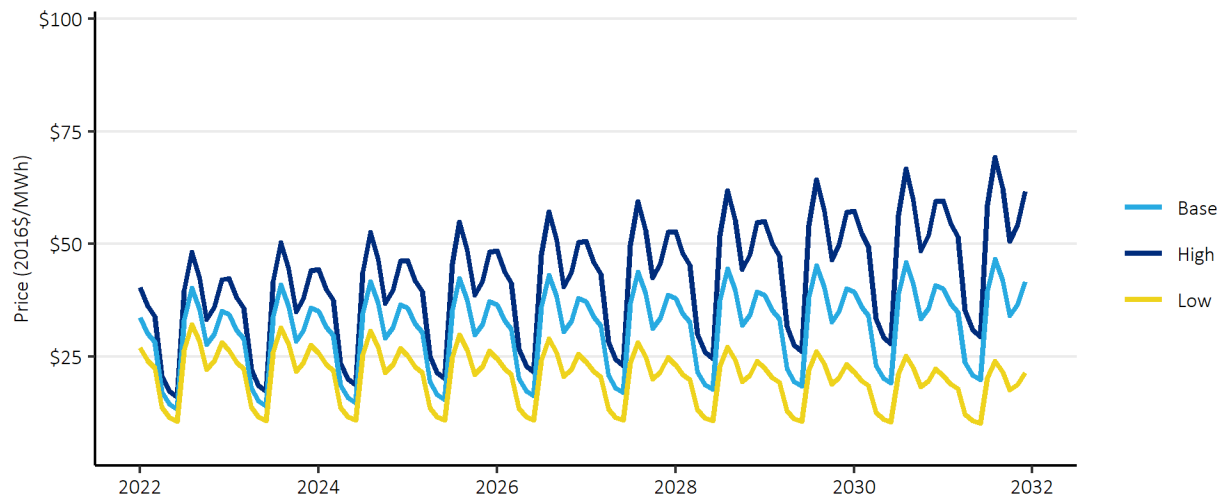


Figure 25: Comparison of Off-Peak Price Scenarios



Deferred Transmission and Distribution Capacity Costs

Unlike supply-side resources, energy efficiency does not require transmission and distribution infrastructure. Instead, it frees up capacity in these systems by reducing the peak demands and over time can help defer future capacity expansions and the associated capital costs.

In the development of the draft 2021 Power Plan, the Council surveyed Northwest utilities to update the values associated with these cost deferrals. The resulting values were \$3.08/kW-year for transmission capacity and \$6.85/kW-year for distribution capacity. These values were also used in RES's 2019 CPA.

The values for deferred transmission and distribution capacity are applied to demand savings coincident with the timing of the respective transmission and distribution system peaks. These values were used in all scenarios of the 2021 CPA.

Deferred Generation Capacity Costs

Similar to the transmission and distribution systems discussed above, acquiring energy efficiency resources can also help defer or eliminate the costs of new generation resources built or acquired to meet peak demands for electricity. While there is currently no organized capacity market in the Northwest, RES does pay a demand charge to BPA based on its monthly peak demand. These charges effectively function as a generation capacity value for RES.

Lighthouse followed a similar methodology as what was used in RES's previous CPA to convert the monthly BPA demand charges to an annual generation capacity value. Using assumptions about energy efficiency capacity contributions by month, BPA's 2020 monthly demand charges were scaled and added to calculate an annual value. Lighthouse reviewed historic trends in demand charges and found that, on average, the demand charges increased by approximately 2% each year, consistent with common assumptions about inflation. Lighthouse used this trend to calculate a 20-year series of annual generation capacity values and then leveled them to provide a single input required for the Council's ProCost model. This resulted in a base case value of \$88/kW-year. For the low case, no price escalation was assumed, resulting in a value of \$74/kW-year. In the high scenario, the Council's Seventh Plan value will be used, which is \$124/kW-year.

when converted to 2016 dollars. Any updates from the 2021 Plan in regard to this value will not be available until after the completion of the draft Power Plan, currently scheduled for August 2021.

Social Cost of Carbon

In addition to avoiding purchases of energy, energy efficiency measures avoid emissions of greenhouse gases like carbon dioxide. Washington's EIA requires that CPAs include the social cost of carbon, which the US EPA defines as a measure of the long-term damage done by a ton of carbon dioxide emissions in a given year. The EPA describes it as including, among other things, changes in agricultural productivity, human health, property damages from increased flood risk, and changes in energy system costs, including increases in the costs of cooling and decreases in heating costs.⁶ In addition to this requirement, Washington's CETA requires that utilities use the social cost of carbon values developed by the federal Interagency workgroup using a 2.5% discount rate. These values were used in all scenarios of the CPA.

To implement a cost of carbon emissions, additional assumptions must be made about the intensity of carbon emissions associated with a marginal unit of energy. This assessment uses the marginal emissions factors developed for the 2021 Plan, which start at approximately 1 lb CO_{2e}/kWh in 2022 and decline to 0.4 lb CO_{2e}/kWh over the 20-year study period.

Renewable Portfolio Standard Compliance Costs

The renewable portfolio standard established under Washington's EIA requires that utilities source a portion of retail sales from renewable resources throughout the study period of this CPA. For RES, the requirement begins at 3% for the years 2026 through 2029. The subsequently passed CETA furthers these requirements, mandating that 100% of sales be greenhouse gas neutral in 2030, with an allowance that up to 20% of the requirement can be achieved through other options, such as the purchase of Renewable Energy Credits (RECs).

Energy efficiency can reduce the cost of complying with these requirements by reducing RES's overall load. In 2026, a reduction in load of 100 MWh through energy efficiency would reduce the number of RECs required for compliance by 3. This equates to a value of 3% of the cost of a REC for every megawatt-hour of energy savings. In 2030, it was assumed that marginal energy purchases would also include the purchase of a REC, thus the full price of a REC was added to the energy price after 2030.

Lighthouse developed a forecast of REC prices based on input from several clients.

Risk Mitigation Credit

Any purchase of a resource involves risk. The decision to invest is based on uncertain forecasts of loads and market conditions. Investing in energy efficiency can reduce the risks that utilities face by the fact that it is made in small increments over time, rather than the large, singular sums required for generation resources. A decision not to invest in energy efficiency could result in exposure to higher market prices than forecast, an unneeded infrastructure investment, or one that cannot economically dispatch due to low market prices. While over-investments in energy efficiency are possible, the small and discrete amounts invested in energy efficiency limit the scale of any exposure to this risk.

⁶ https://www.epa.gov/sites/production/files/2016-12/documents/social_cost_of_carbon_fact_sheet.pdf. Accessed January 21, 2021.

In its power planning work, the Council develops a risk mitigation credit to account for this risk. This credit accounts for the value of energy efficiency not explicitly included in the other avoided cost values, ensuring that the level of cost-effective energy efficiency is consistent with the outcomes of the power planning process. The credit is determined by identifying the value that results in a level of cost-effective energy efficiency potential that is equivalent to the regional targets set by the Council.

In the Sixth Power Plan, the value of the risk adder varied by measure type and included values as large as \$50/MWh for some measures. In the Seventh Plan, the Council determined that no risk credit was necessary after including carbon costs and a generation capacity value in its avoided cost. Any determination of a risk credit based on the 2021 Plan will not be available until the draft Plan is released.

This CPA follows the process used in RES's 2019 CPA. A scenario analysis is used to account for uncertainty, where present, in avoided cost values. The variation in energy and capacity avoided cost inputs covers a range of possible outcomes and the sensitivity of the cost-effective energy efficiency potential is identified by comparing the outcomes of each scenario. In selecting its biennial target based on this range of outcomes, RES is selecting its preferred risk strategy and the associated risk credit.

Northwest Power Act Credit

Finally, this CPA includes a 10% cost credit for energy efficiency. This credit is specified in the Pacific Northwest Electric Power Planning and Conservation Act for regional power planning work completed by the Council and by Washington's EIA for CPAs completed for Washington utilities. This credit is applied as a 10% bonus to the energy and capacity benefits described above.

Summary

Table 13 summarizes the avoided cost assumptions used in each of the scenarios in this CPA update.

Table 13: Avoided Cost Assumptions by Scenario

		Low Scenario	Base Scenario	High Scenario
Energy Values	Avoided Energy Costs (20-Year Levelized Price, 2016\$)	Market Forecast minus 20%-80% (\$18)	Market Forecast (\$34)	Market Forecast plus 20%-80% (\$50)
	Social Cost CO ₂	Federal 2.5% Discount Rate Values	Federal 2.5% Discount Rate Values	Federal 2.5% Discount Rate Values
	RPS Compliance	WA EIA & CETA Requirements	WA EIA & CETA Requirements	WA EIA & CETA Requirements
Capacity Values	Distribution Capacity (2016\$)	\$6.85/kW-year	\$6.85/kW-year	\$6.85/kW-year

Transmission Capacity (2016\$)	\$3.08/kW-year	\$3.08/kW-year	\$3.08/kW-year
Generation Capacity (2016\$)	\$74/kW-year	\$88/kW-year	\$124/kW-year
Implied Risk Adder (2016\$)	-\$16/MWh -\$14/kW-year	N/A	\$16/MWh \$36/kW-year
Northwest Power Act Credit	10%	10%	10%

Appendix V: Measure List

This appendix provides a list of the measures that were included in this assessment and the data sources that were used for any measure characteristics. The assessment used all measures from the draft 2021 Power Plan that were applicable to RES. Lighthouse customized these measures to make them specific to RES's service territory and updated several with new information available from the RTF. The RTF continually updates estimates of measure savings and cost. This assessment used the most up to date information available when the CPA was developed.

This list is high-level and does not reflect the thousands of variations for each individual measure. Instead, it summarizes measures by category. Many measures include variations specific to different home or building types, efficiency level, or other characterization. For example, attic insulation measures are differentiated by home type (e.g., single family, multifamily, manufactured home), heating system (e.g., heat pump or furnace), baseline insulation level (e.g., R0, R11, etc.) and maximum insulation possible (e.g., R22, R30, R38, R49). This differentiation allows for savings and cost estimates to be more precise.

The measure list is grouped by sector and end use. Note that all measures may not be applicable to an individual utility service territory based on the characteristics of individual utilities and their customer sectors.

Table 14: Residential End Uses and Measures

End Use	Measure Category	Data Source
Appliances	Air Cleaner	Draft 2021 Plan
	Clothes Washer	Draft 2021 Plan
	Clothes Dryer	Draft 2021 Plan
	Freezer	Draft 2021 Plan
	Refrigerator	Draft 2021 Plan
Cooking	Electric Oven	Draft 2021 Plan
	Microwave	Draft 2021 Plan
Electronics	Advanced Power Strips	Draft 2021 Plan
	Desktop	Draft 2021 Plan
	Laptop	Draft 2021 Plan
	Monitor	Draft 2021 Plan
	TV	Draft 2021 Plan
EVSE	EVSE	Draft 2021 Plan
HVAC	Air Source Heat Pump	Draft 2021 Plan
	Central Air Conditioner	Draft 2021 Plan
	Cellular Shades	Draft 2021 Plan
	Circulator	Draft 2021 Plan
	Circulator Controls	Draft 2021 Plan
	Ductless Heat Pump	Draft 2021 Plan
	Duct Sealing	Draft 2021 Plan
	Ground Source Heat Pump	Draft 2021 Plan
	Heat Recovery Ventilator	Draft 2021 Plan
	Room Air Conditioner	Draft 2021 Plan
	Smart Thermostats	Draft 2021 Plan
	Weatherization	Draft 2021 Plan
	Whole House Fan	Draft 2021 Plan
Lighting	Fixtures	Draft 2021 Plan
	Lamps	Draft 2021 Plan
	Pin Lamps	Draft 2021 Plan
Motors	Well Pump	Draft 2021 Plan
Water Heat	Aerators	Draft 2021 Plan
	Circulator	Draft 2021 Plan
	Circulator Controls	Draft 2021 Plan
	Dishwasher	Draft 2021 Plan
	Gravity Film Heat Exchanger	Draft 2021 Plan
	Heat Pump Water Heater	Draft 2021 Plan, RTF
	Pipe Insulation	Draft 2021 Plan
	Showerhead	Draft 2021 Plan
Whole Home	Thermostatic Restrictor Valve	Draft 2021 Plan, RTF
	Behavior	Draft 2021 Plan

Table 15: Commercial End Uses and Measures

End Use	Measure Category	Data Source
Compressed Air	Air Compressor	Draft 2021 Plan
Electronics	Computers	Draft 2021 Plan
	Power Supplies	Draft 2021 Plan
	Smart Power Strips	Draft 2021 Plan
	Servers	Draft 2021 Plan
Food Preparation	Combination Ovens	Draft 2021 Plan
	Convection Ovens	Draft 2021 Plan
	Fryers	Draft 2021 Plan, RTF
	Griddle	Draft 2021 Plan
	Hot Food Holding Cabinet	Draft 2021 Plan
	Overwrapper	Draft 2021 Plan
	Steamer	Draft 2021 Plan
HVAC	Advanced Rooftop Controller	Draft 2021 Plan
	Chiller	Draft 2021 Plan
	Circulation Pumps	Draft 2021 Plan
	Ductless Heat Pump	Draft 2021 Plan
	Energy Management	Draft 2021 Plan
	Fans	Draft 2021 Plan
	Heat Pumps	Draft 2021 Plan
	Package Terminal Heat Pumps	Draft 2021 Plan
	Pumps	Draft 2021 Plan
	Smart Thermostats	Draft 2021 Plan
	Unitary Air Conditioners	Draft 2021 Plan
	Very High Efficiency Dedicated Outside Air System	Draft 2021 Plan
	Variable Refrigerant Flow Dedicated Outside Air System	Draft 2021 Plan
	Windows	Draft 2021 Plan
Lighting	Exit Signs	Draft 2021 Plan
	Exterior Lighting	Draft 2021 Plan
	Garage Lighting	Draft 2021 Plan
	Interior Lighting	Draft 2021 Plan
	Stairwell Lighting	Draft 2021 Plan
	Streetlights	Draft 2021 Plan
Motors & Drives	Pumps	Draft 2021 Plan
Process Loads	Elevators	Draft 2021 Plan
	Engine Block Heater	Draft 2021 Plan, RTF
Refrigeration	Freezer	Draft 2021 Plan
	Grocery Refrigeration	Draft 2021 Plan, RTF
	Ice Maker	Draft 2021 Plan, RTF
	Refrigerator	Draft 2021 Plan
	Vending Machine	Draft 2021 Plan, RTF
	Water Cooler Controls	Draft 2021 Plan
Water Heating	Commercial Clothes Washer	Draft 2021 Plan
	Heat Pump Water Heater	Draft 2021 Plan, RTF
	Pre-Rinse Spray Valve	Draft 2021 Plan
	Pumps	Draft 2021 Plan
	Showerheads	Draft 2021 Plan

Table 16: Industrial End Uses and Measures

End Use	Measure Category	Data Source
All Electric	Energy Management	Draft 2021 Plan
	Forklift Charger	Draft 2021 Plan
	Water/Wastewater	Draft 2021 Plan
Compressed Air	Air Compressor	Draft 2021 Plan
	Air Compressors	Draft 2021 Plan
	Compressed Air Demand Reduction	Draft 2021 Plan
Fans and Blowers	Fan Optimization	Draft 2021 Plan
	Fans	Draft 2021 Plan
HVAC	HVAC	Draft 2021 Plan
Lighting	High Bay Lighting	Draft 2021 Plan
	Lighting	Draft 2021 Plan
	Lighting Controls	Draft 2021 Plan
Low Temp Refer	Motors	Draft 2021 Plan
	Refrigeration Retrofit	Draft 2021 Plan
Material Handling	Motors	Draft 2021 Plan
	Paper	Draft 2021 Plan
	Wood Products	Draft 2021 Plan
Material Processing	Hi-Tech	Draft 2021 Plan
	Motors	Draft 2021 Plan
	Paper	Draft 2021 Plan
	Pulp	Draft 2021 Plan
	Wood Products	Draft 2021 Plan
Med Temp Refer	Food Storage	Draft 2021 Plan
	Motors	Draft 2021 Plan
	Refrigeration Retrofit	Draft 2021 Plan
Melting and Casting	Metals	Draft 2021 Plan
Other	Pulp	Draft 2021 Plan
Other Motors	Motors	Draft 2021 Plan
Pollution Control	Motors	Draft 2021 Plan
Pumps	Pulp	Draft 2021 Plan
	Pump Optimization	Draft 2021 Plan
	Pumps	Draft 2021 Plan

Table 17: Utility Distribution End Uses and Measures

End Use	Measure Category	Data Source
Distribution	Line Drop Control with no Voltage/VAR Optimization	Draft 2021 Plan
	Line Drop Control with Voltage Optimization & AMI	Draft 2021 Plan

Appendix VI: Energy Efficiency Potential by End Use

The tables in this appendix document the cost-effective energy efficiency savings potential by end use for each sector.

Table 18: Residential Potential by End Use (MWh)

End Use	2-Year	4-Year	10-Year	20-Year
Appliances	109	409	3,479	15,816
Cooking	0	2	34	288
Electronics	67	246	1,780	3,485
EV Supply Equipment	0	1	13	16
HVAC	695	1,788	11,440	42,851
Lighting	81	262	1,445	4,038
Motors	-	-	-	-
Water Heat	174	658	4,667	13,875
Whole Home	-	-	-	-
Total	1,126	3,366	22,859	80,369

Table 19: Commercial Potential by End Use (MWh)

End Use	2-Year	4-Year	10-Year	20-Year
Compressed Air	1	3	13	53
Electronics	16	86	1,446	3,211
Food Preparation	9	34	274	704
HVAC	950	2,463	12,176	35,946
Lighting	3,379	6,797	17,273	31,284
Motors/Drives	252	682	3,130	5,738
Process Loads	-	-	-	-
Refrigeration	155	627	5,693	15,790
Water Heating	46	148	889	2,606
Total	4,808	10,841	40,894	95,334

Table 20: Industrial Potential by End Use (MWh)

End Use	2-Year	4-Year	10-Year	20-Year
All Electric	511	1,232	5,263	8,242
Compressed Air	118	330	1,657	3,789
Fans and Blowers	141	284	581	666
HVAC	90	224	826	998
Lighting	1,343	2,712	5,556	6,369
Low Temp Refrigeration	605	1,243	2,810	4,107
Material Handling	2	7	52	191
Material Processing	7	27	211	767
Med Temp Refrigeration	179	369	848	1,282
Melting and Casting	6	12	32	67
Other	-	-	-	-
Other Motors	3	11	89	323
Pollution Control	0	1	9	33
Pumps	152	353	1,267	3,826
Total	3,157	6,806	19,202	30,660

Table 21: Utility Distribution System Potential by End Use (MWh)

End Use	2-Year	4-Year	10-Year	20-Year
LDC with no VVO	21	86	924	2,721
LDC with VVO & AMI	70	288	3,098	9,123
Total	91	374	4,022	11,844

Appendix VII: Ramp Rate Alignment Documentation

This appendix documents how ramp rates were selected to ensure alignment between the near-term potential and the recent achievements of RES's energy efficiency programs. Aligning the potential with recent achievements provides the best way to ensure that the near-term potential is achievable and feasible for RES's programs as energy efficiency programs take time to ramp up and are subject to local market conditions, including the impacts of the COVID-19 pandemic.

Process

Achievement data for 2019-20 was provided by RES and summarized by sector and end use. Residential program achievements were also summarized by high-level measure categories.

Savings from NEEA's market transformation initiatives were allocated to customer sectors based on the historical makeup of these savings but could not be allocated within end uses or measure categories. Lighthouse has a general sense of NEEA's initiatives, however, and can therefore identify the end uses or measures where NEEA's market transformation initiatives may contribute additional savings. That said, NEEA's market transformation savings are quantified relative to a baseline that is set to the baseline used in the most recent regional power plan. Accordingly, NEEA's baseline will reset in 2022 with the release of the new 2021 Power Plan (2021 Plan), and NEEA's savings for future years is uncertain at this point. To account for this uncertainty, Lighthouse was conservative in projecting the level of NEEA savings that may continue relative to past years.

These recent achievements were compared with the cost-effective energy efficiency potential identified in the 2021 CPA.

Lighthouse started with the default ramp rates assigned to each measure in the draft 2021 Power Plan and compared the resulting cost-effective potential in the first few years of the assessment with RES's recent and forecasted program achievements. Changes to ramp rates were made to accelerate or decelerate the acquisition of potential to align with recent programmatic achievements.

The following tables show how RES's previous achievements compare to the potential *after* ramp rates were adjusted. Color scaling has been applied to highlight the larger values. Discussion follows each table with additional detail.

Note that NEEA savings are called out explicitly in the historical columns tallying past programmatic achievements, but NEEA savings are not differentiated from other program savings in columns detailing future savings potential as it is difficult to determine how savings will be achieved. For some measures, achievements will be a mix of both RES programs and NEEA's market transformation initiatives.

Residential

The table below shows how residential potential was aligned with recent achievements by measure category.

Table 22: Alignment of Residential Program History and Potential by Measure Category (MWh)

		Program History		CPA Cost-Effective Potential		
End Use	Category	2019	2020	2022	2023	2024
Appliances	Clothes Washer	-	-	19	40	60
Appliances	Dryer	-	-	5	14	30
Appliances	Freezer	-	-	2	5	7
Appliances	Refrigerator	-	-	8	16	24
Cooking	Microwave	-	-	0	0	0
Cooking	Oven	-	-	0	0	0
Electronics	Advanced Power Strips	-	-	6	10	20
Electronics	Laptop	-	-	7	11	14
Electronics	TV	-	-	10	23	38
EVSE	EVSE	-	-	0	0	0
HVAC	ASHP	427	688	1	2	2
HVAC	CAC	-	-	0	1	2
HVAC	Circulator	-	-	0	0	0
HVAC	Circulator Controls	-	-	0	0	0
HVAC	DHP	46	80	200	199	198
HVAC	Duct Sealing	8	3	9	19	36
HVAC	Thermostat	-	-	17	45	103
HVAC	Weatherization	109	162	91	110	133
Lighting	Lighting	-	-	28	53	78
Water Heat	Circulator	-	-	1	1	2
Water Heat	Circulator Controls	-	-	0	0	0
Water Heat	Dishwasher	-	-	1	1	2
Water Heat	HPWH	-	-	47	108	175
Water Heat	TSRV	-	-	5	9	18
NEEA	NEEA	2,505	2,162	n/a	n/a	n/a
Total		3,096	3,094	459	667	943

Note: For clarity, measure categories with no program achievements and no cost-effective potential have been removed. In addition, note that some measures have savings values that are small and cannot be shown at this level of resolution. These values show as 0 in this and following tables while a true zero value is shown as a dash.

The following sections discuss the alignment within each residential end use.

Appliances & Cooking

In these end uses, while RES does not currently offer any incentives, NEEA does have initiatives that contribute additional savings. NEEA's Retail Product Portfolio initiative includes appliances and electronics. Overall, the savings in these end uses are small and the ramp rates were generally left at the default 2021 Plan ramp rates. Only the ramp rates for dryers was slowed, as this category includes heat pump dryers, a fairly new measure with low market adoption.

Electronics

In this category, the potential is in advanced power strips, laptops, and televisions. While RES does not offer incentives for any measures in this end use, savings from TVs and computers could be achieved through NEEA's Retail Product Portfolio, similar to the appliance and cooking categories discussed above. Like the categories above, the savings potential in this end use is fairly small and ramp rates were left at the default 2021 Plan ramp rates.

Electric Vehicle Supply Equipment (EVSE)

There is a small amount of potential here, but too small to show up in the resolution provided by the table. RES is adding an efficient EV charger program in 2021. No changes were made to the default 2021 Plan ramp rates in this end use.

HVAC

In the HVAC category, only certain applications of air-source heat pumps (ASHP), ductless heat pumps (DHP), and weatherization measures were cost-effective, limiting the ability to closely match program achievement and potential. The measures in this category were accelerated somewhat, but with ASHPs, future cost-effective potential could not be aligned with recent program history. The potential with ductless heat pumps (DHP) was accelerated to exceed recent program history, as this is another area where NEEA's initiatives contribute savings. The potential with duct sealing measures was given slightly slower ramp rates as the recent program activity in this category has been limited. The potential with smart thermostats was slowed as this is an area where RES has no recent program achievement. RES could accelerate efforts with smart thermostats, especially if ASHPs are not cost-effective in the future.

A new measure for efficient central air conditioning systems was found to be cost-effective, but this measure was given a slow ramp rate since there is no current program.

Lighting

Measures in the lighting category were left at the default 2021 Plan ramp rates, program potential in this end use is limited in this area due to Washington state standards that took effect in 2020 covering many screw-in lamps. There is potential that remains in fixtures and less common bulb types.

Water Heat

The cost-effective potential in the water heating category consists mostly of savings from heat pump water heaters. While RES did not record any savings in this end use in 2019-20, they are launching a program in 2021 through BPA's Comfort Ready Home program. This is also an area where NEEA has a market transformation initiative which contributes additional savings and the potential for heat pump water heaters was left with the default 2021 Plan ramp rates.

Washington's HB 1444 specifies standards for showerheads and aerators, so there is no potential in these categories. The initial potential for circulator pumps and controls was left at the default ramp rates, which results in limited early potential for these measures, which are new to the 2021 Power Plan and RES's CPA. Similarly, no changes were made to the default 2021 Plan ramp rate for thermostatic restrictor valves.

Table 23 below summarizes the residential measure category results in Table 22 by end use.

Table 23: Alignment of Residential Program History and Potential by End Use (MWh)

Program History			CPA Cost-Effective Potential		
End Use	2019	2020	2022	2023	2024
Appliances	-	-	35	74	121
Cooking	-	-	0	0	1
Electronics	-	-	23	44	72
EVSE	-	-	0	0	0
HVAC	591	933	319	377	475
Lighting	-	-	28	53	78
Water Heat	-	-	54	120	197
NEEA	2,505	2,162	n/a	n/a	n/a
Total	3,096	3,094	459	667	943

Commercial

In the commercial sector, most of the potential is in the lighting end use which was given the fastest ramp rates available in the draft 2021 Plan. This is also the area where RES gets most of its commercial sector savings. The savings in this area declined significantly in 2020, a likely impact of the COVID-19 pandemic. Lighthouse slightly slowed the ramp rates for some lighting measures, while still using fast ramp rates.

Lighthouse applied slightly slower ramp rates to measures in the electronics, HVAC, refrigeration, and motors/drives end uses. NEEA's savings in the commercial sector are generally in the HVAC end use, so the potential in this end use was aligned with recent NEEA savings. The other end uses have smaller amounts of potential that ramp more slowly.

Overall, the near-term potential was roughly aligned with RES's average achievement in this sector while also considering savings from NEEA's initiatives.

Table 24 below shows the alignment of program history and potential in the commercial sector.

Table 24: Alignment of Commercial Program History and Potential by End Use (MWh)

Program History			CPA Cost-Effective Potential		
End Use	2019	2020	2022	2023	2024
Compressed Air	-	-	0	1	1
Electronics	-	-	5	11	24
Food Preparation	-	2	3	6	10
HVAC	7	62	426	523	671
Lighting	4,338	265	1,755	1,624	1,683
Motors/Drives	-	-	107	145	191
Process Loads	-	-	-	-	-
Refrigeration	-	-	51	105	184
Water Heating	-	-	-	-	-
NEEA	620	535	n/a	n/a	n/a
Total	4,965	864	2,347	2,415	2,764

Industrial

RES's program achievement in the industrial sector also shows significant declines in 2020. While the COVID-19 pandemic may be a contributor, energy efficiency programs in the industrial sector are subject to ups and downs depending on the projects that complete in a given year.

Most of the potential in RES's industrial sector is in the lighting, refrigeration, and energy management end uses. Lighthouse used the default 2021 Plan ramp rates for most end uses, while slowing the potential for the energy management, compressed air, fans and blowers, and HVAC end uses. Lighthouse sought to align the near-term program potential with RES's recent achievement in the industrial sector. This results in future annual cost-effective potential similar to RES's 2020 achievement or slightly higher.

Table 25 shows the alignment of industrial potential and recent program history by end use.

Table 25: Alignment of Industrial Program History and Potential by End Use (aMW)

End Use	Program History		CPA Cost-Effective Potential		
	2019	2020	2022	2023	2024
Energy Management	(22)	-	245	266	320
Compressed Air	-	5	48	70	97
Fans and Blowers	-	-	70	71	71
HVAC	-	-	40	50	62
Lighting	705	753	668	675	681
Motors	-	-	1	2	3
Refrigeration	1,001	810	387	397	408
Process	3,512	-	6	9	13
Pumps	-	-	70	82	94
Other	-	-	0	0	0
NEEA	24	21	-	-	-
Total	5,221	1,589	1,535	1,621	1,750

Utility Distribution System

The amount of potential in the utility distribution system is limited compared to other sectors. No changes were made to the default ramp rate assigned in the draft 2021 Plan.

Table 26: Alignment of Distribution System Program History and Potential by End Use (MWh)

End Use	Program History		CPA Cost-Effective Potential		
	2019	2020	2022	2023	2024
Distribution System	-	-	30	61	108

2021 DEMAND RESPONSE POTENTIAL ASSESSMENT

Richland Energy Services

September 8, 2021



Prepared by:

LIGHTHOUSE ENERGY
— CONSULTING —

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Introduction

This report summarizes the 2021 Demand Response Potential Assessment (DRPA) conducted by Lighthouse Energy Consulting (Lighthouse) for Richland Energy Services (RES). The assessment generally followed the methodology used by the Northwest Power and Conservation Council (Council) for the draft 2021 Power Plan (2021 Plan) and included many of the same demand response (DR) products. The DR products included are applicable to the residential, commercial, and industrial sectors and utilize a range of strategies, including direct load control, customer-initiated demand curtailment, and time-varying prices to effect reductions in peak demand. The assessment included DR products addressing both winter and summer demand, as RES is primarily a winter-peaking utility but also experiences high demand in the summer.

DR has not been widely used in the Northwest but has received increased interest in recent years. DR is defined in the Council's Seventh Power Plan (Seventh Plan) as "voluntary reductions in customer electricity use during periods of high demand and limited resource availability."¹ Growing capacity constraints associated with the closure of regional coal-fired power plants, increases in policies requiring the use of carbon-neutral or renewable energy, and operational limitations placed on the region's hydropower system are all driving a need for cost-effective generation capacity. DR offers a solution to reduce peak demands, help integrate renewable resources, and alleviate some congestion on transmission and distribution systems.

In addition, the State of Washington recently passed the Clean Energy Transformation Act (CETA), which requires utilities to assess the amount of DR resource potential that is cost-effective, reliable, and feasible, and use that assessment to identify a target for DR in each Clean Energy Implementation Plan (CEIP). The first CEIP is due January 1, 2022, and every subsequent four years.

Like many utilities in the Northwest, RES does not currently have active customer-facing DR programs. RES does, however, currently make use of voltage regulation during times of peak demand. This is known as demand voltage regulation, or DVR. Regional utilities have been conducting pilots of different DR program types to learn what types of programs would work well in the Northwest. RES has participated in past pilots offered by Bonneville Power Administration (BPA), including a regional pilot conducted from 2013 to 2017. RES also plans to begin offering an incentive for electric vehicle charging equipment and require that customers document that the chargers have been set to charge during off-peak hours.

¹ Northwest Power and Conservation Council, 'Seventh Northwest Conservation and Electric Power Plan', 2016, https://www.nwccouncil.org/sites/default/files/7thplanfinal_allchapters_1.pdf.

Methodology

The methodology began by identifying the DR products to be included in the assessment and quantifying RES's customer base that could adopt them. With these inputs developed, Lighthouse quantified the DR potential.

Like a conservation potential assessment, the DR potential calculation process began with the quantification of technical potential, which is the maximum amount of DR possible without regard to cost or market barriers. The assessment then considered market barriers, program participation rates, and other factors to quantify the achievable potential. Finally, the economic potential is quantified by applying an economic screen to the achievable potential. The methodology used to calculate technical and achievable potential is discussed in further detail below.

Demand Response Products

To determine the products that would be included in this DRPA, Lighthouse reviewed the DR products developed for the 2021 Plan and discussed their applicability to RES with staff. Lighthouse also reviewed RES's monthly forecast and demand, as forecasted in BPA's Tiered Rate Methodology materials. Based on this information, Lighthouse included products targeting both the summer and winter seasons while excluding the agricultural sector as RES has limited customer load in this area.

DR products that rely on pricing strategies to influence customer behavior typically require advanced metering infrastructure (AMI) to record the time-based impacts. RES has plans to deploy AMI across the service territory with completion expected at the end of 2022. This schedule was incorporated into the products that rely on AMI.

The high-level categories of DR products included in this assessment are summarized in Table 1 below, which organizes the products by sector and implementation strategy.

Direct load control (DLC) products are those in which the utility has direct control of the operation of applicable equipment. This category includes switches installed on equipment or other equipment with integrated controls such as smart thermostats or grid-enabled hot water heaters. DLC products typically achieve high event participation rates as the participation is only limited by the success of the controlled equipment receiving and implementing any instructions to change its operation. Demand curtailment is like DLC but requires the intervention of customers to implement reductions in load. These products usually involve contracts between the customer and utility that detail the amount, duration, and frequency of load reductions. Time-varying price products rely on a variety of strategies to encourage customers to respond to higher energy or demand prices.

Table 1: Demand Response Products

	Residential	Commercial	Industrial	Utility
Direct Load Control	EV Charging Grid-Enabled Water Heater Water Heater Switch Space Heating Switch Smart Thermostat	Space Heating Switch Smart Thermostat		Demand Voltage Reduction
Demand Curtailment		Demand Curtailment	Demand Curtailment	
Time-Varying Prices	Time of Use Pricing Critical Peak Pricing	Critical Peak Pricing	Critical Peak Pricing Real Time Pricing	

A complete list of the products used in this assessment is included in the Appendix of this report.

Customer and Sales Forecasts

With the products identified, Lighthouse then quantified the customer base over which the products could be installed. Lighthouse used data provided by RES and other publicly available data to develop forecasts of sales and customer counts for each sector. These forecasts are shown in Figure 1 and Figure 2. The majority of RES's customers are residential customers but sales to the residential and commercial sectors are approximately equal in the near term.

Figure 1: Sales Forecast by Sector

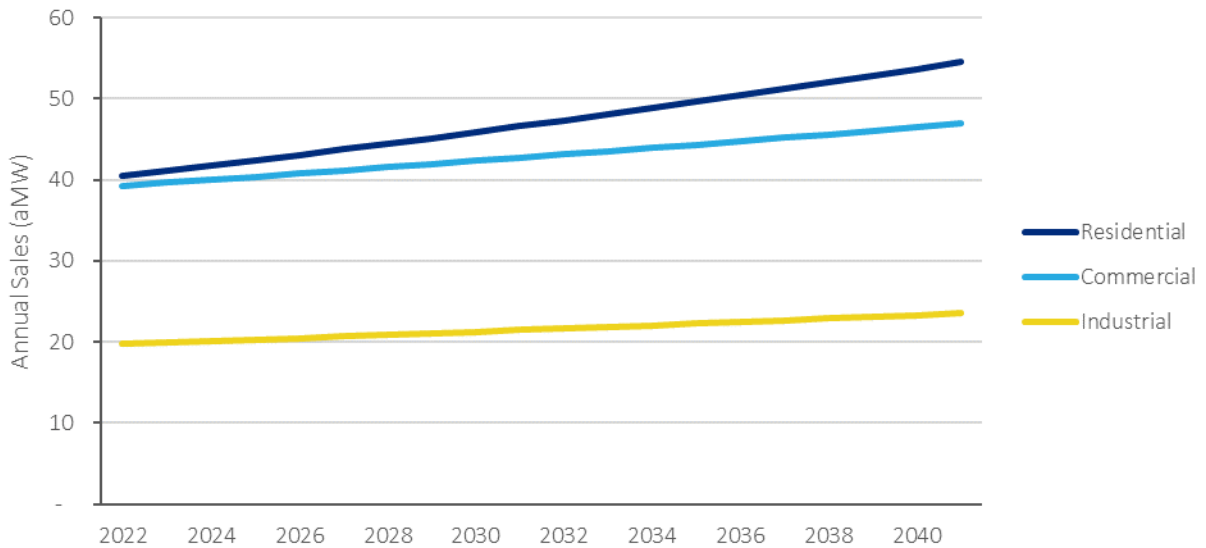
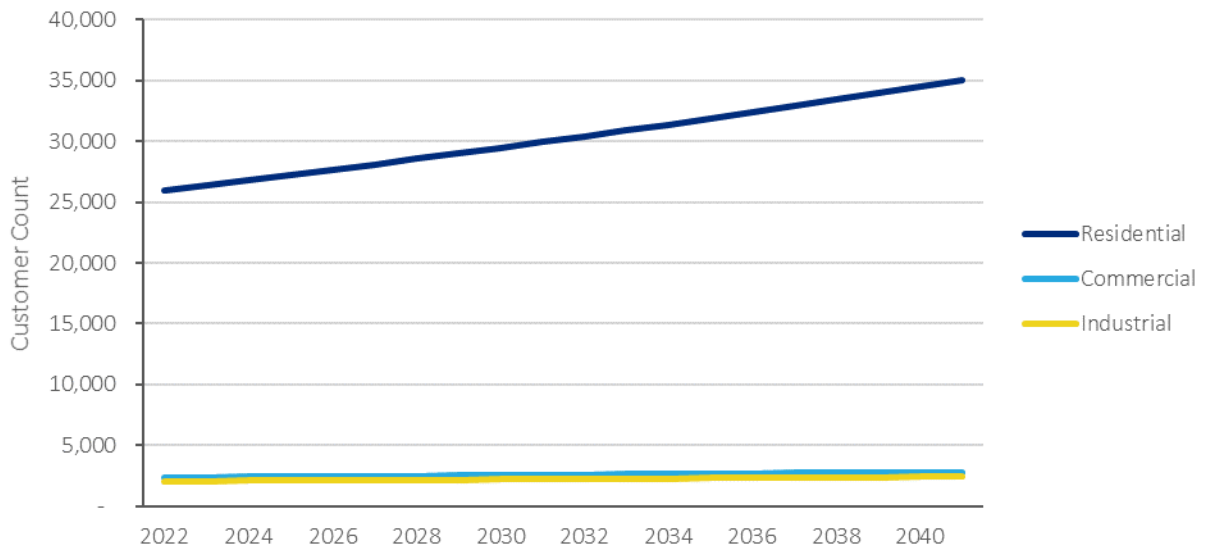


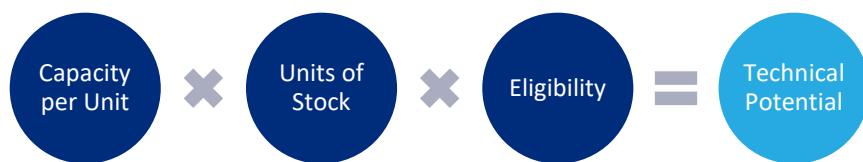
Figure 2: Customer Count Forecast by Sector



Technical Potential

The technical DR potential was quantified by a combination of bottom-up and top-down methodologies. In the bottom-up method, illustrated in Figure 3, the per-unit DR capacity reduction of each product was multiplied by the number of technically possible opportunities. The number of opportunities was determined by multiplying the units of stock, such as the number of homes, by an eligibility factor. This factor quantifies the share of units that are eligible to install the DR product or participate in a program. For example, in quantifying the potential associated with electric resistance water heaters, the eligibility factor would be the share of homes with electric resistance water heaters in RES's service territory.

Figure 3: Bottom-Up Technical Potential Calculation



This analysis used the capacity values determined by Council staff in the development of the 2021 Plan. Stock unit counts were developed from data provided by RES and additional public data. Finally, the eligibility factors were determined by a combination of data from RES's 2021 CPA and the 2021 Plan. Specifically, Lighthouse used projections of future adoption of smart thermostats and heat pump water heaters to inform the future potential identified this DRPA.

In the top-down method, the technical potential was determined by multiplying an assumption of the DR product's impact on load by an applicable load basis. The impact is expressed as a percentage, and the load basis is measured in units of demand. The load basis was determined by multiplying the load of a given customer segment by the share of load within the impacted end use. For example, with products controlling HVAC equipment, the customer segment's load used for HVAC was the starting point and was determined by multiplying an annual energy consumption value by an assumption of what percent of the load is consumed by HVAC equipment. Finally, a peak demand factor converted annual energy consumption values into an average peak demand, based on the expected number and duration of DR events. This calculation is shown in Figure 4.

Figure 4: Top-Down Technical Potential Calculation



In this equation, the load impact assumptions and end use shares were taken from the 2021 Plan. The segment loads within each sector were developed from updated sector-level forecasts developed as part of RES's 2021 Conservation Potential Assessment (CPA). Peak demand factors were calculated by Lighthouse based on 2021 Plan load shapes.

Achievable Potential

The achievable potential was quantified by incorporating additional considerations for program and event participation rates as well as program ramp up periods to the technical potential. Program participation is the proportion of eligible customers who participate in a DR program while event participation quantifies the share of program participants that participate in any given event. For DR products enabled through DLC, the event participation rate is based on the success of the controlled equipment responding to the control signal and reducing demand while for other types of programs this factor considers the likelihood of human intervention.

The annual acquisition of DR programs was determined by ramp rates. Ramp rates consider whether a program is starting from scratch or already has traction in the market and how long it will take to reach its

maximum participation levels. This assessment used the ramp rates used in the draft 2021 Plan, where most products were given a ramp rate that reflects a 5- or 10-year ramp up period.

The calculation of achievable potential is the same for both bottom-up and top-down methods and is shown in Figure 5.

Figure 5: Achievable Potential Calculation



Economic Potential

The economic potential was determined by applying a cost-effectiveness screening to the achievable potential described above. To perform this screening, Lighthouse estimated the costs of capacity avoided through demand response for RES. As part of the CPA, Lighthouse identified the following avoided costs related to reductions in peak demand:

- Avoided capital costs related to the deferral or avoidance of capacity expansions on the transmission and distribution systems that deliver power to RES's customers
- Avoided generation capacity costs associated with reductions in peak demand

As discussed in the CPA, RES's avoided generation capacity costs are currently best reflected in the monthly demand charges paid to BPA. Lighthouse used these charges as well as estimates of the months in which each DR product could be used to estimate the avoided generation capacity costs for each DR product. These avoided generation capacity costs were combined with the avoided transmission and distribution system costs and compared with the costs of each product.

Results

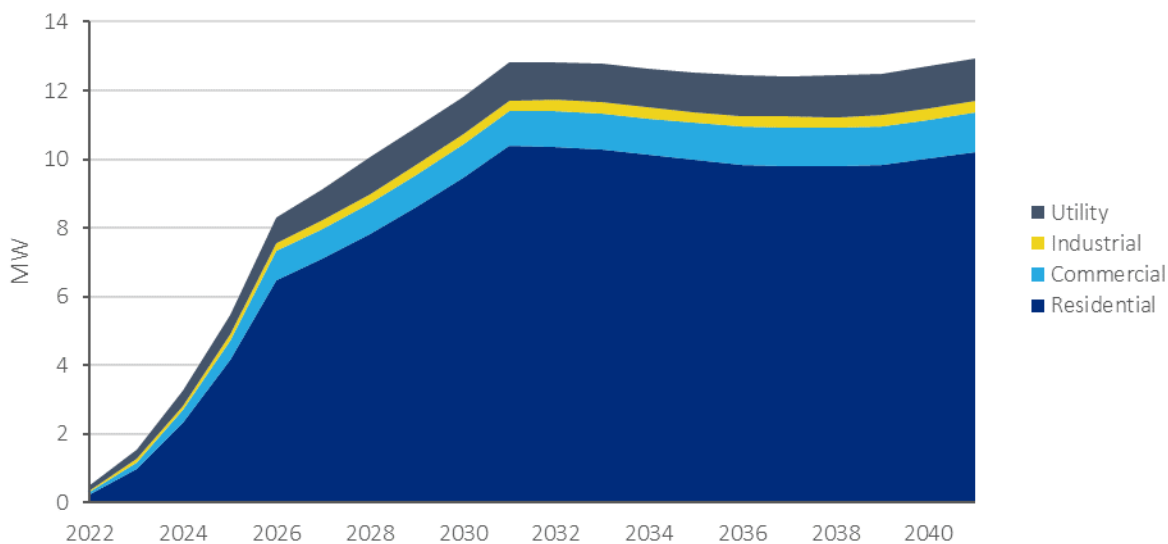
This section documents the results of the DRPA. It begins with the achievable potential available to RES and then discusses the costs and results of the economic screening used to identify the cost-effective potential.

Winter Achievable Potential

The estimated achievable winter DR potential is summarized by sector and year in Figure 6. The total winter potential is 12.9 MW, which is approximately 5.8% of RES's estimated 2041 winter peak demand. The potential reaches a high point in 2031 but then declines slightly afterwards due to the forecasted adoption of heat pump water heaters, which provide less load reduction for demand response. Additional potential is added at the very end due to the continued adoption of smart thermostats.

Most of the potential is in the residential sector, which totals 10.2 MW in the last year of the study period. The remaining potential is primarily in the commercial and utility sectors, with a small amount in the industrial sector. Together, the potential in these three sectors totals approximately 2.7 MW.

Figure 6: Annual Achievable Winter DR Potential by Sector



Most of the winter potential is spread across the categories of space heating and water heating, with pricing and curtailment and EV charging contributing smaller amounts. The pricing and curtailment categories are assumed to impact all customer end uses.

Figure 7 In Figure 7, potential for DVR is included in the pricing and curtailment category.

Figure 7 shows how this potential breaks down by end use. In Figure 7, potential for DVR is included in the pricing and curtailment category.

Figure 7: Annual Achievable Winter DR Potential by End Use

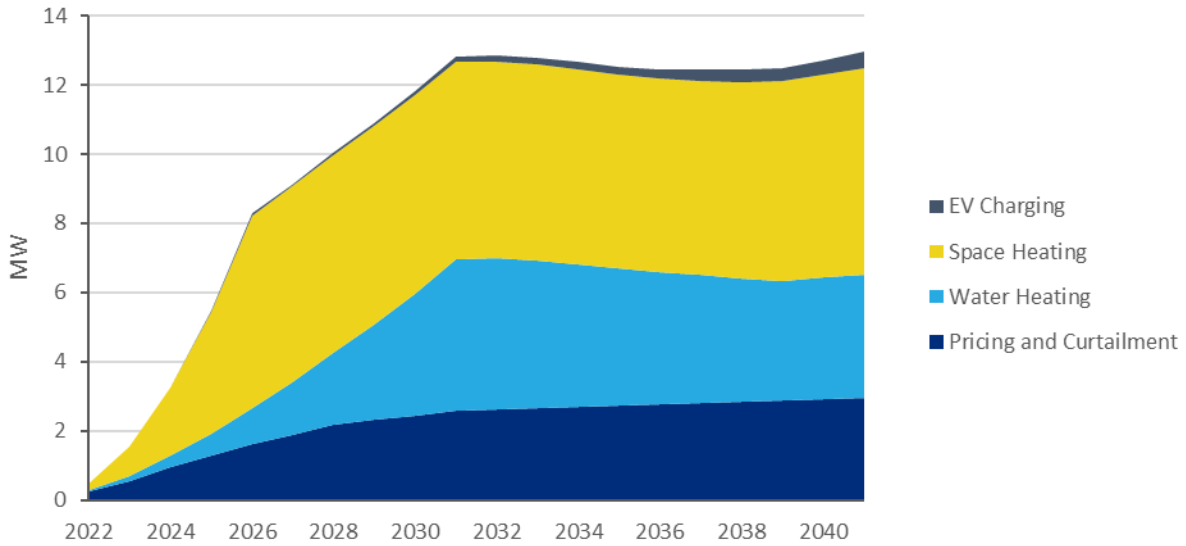
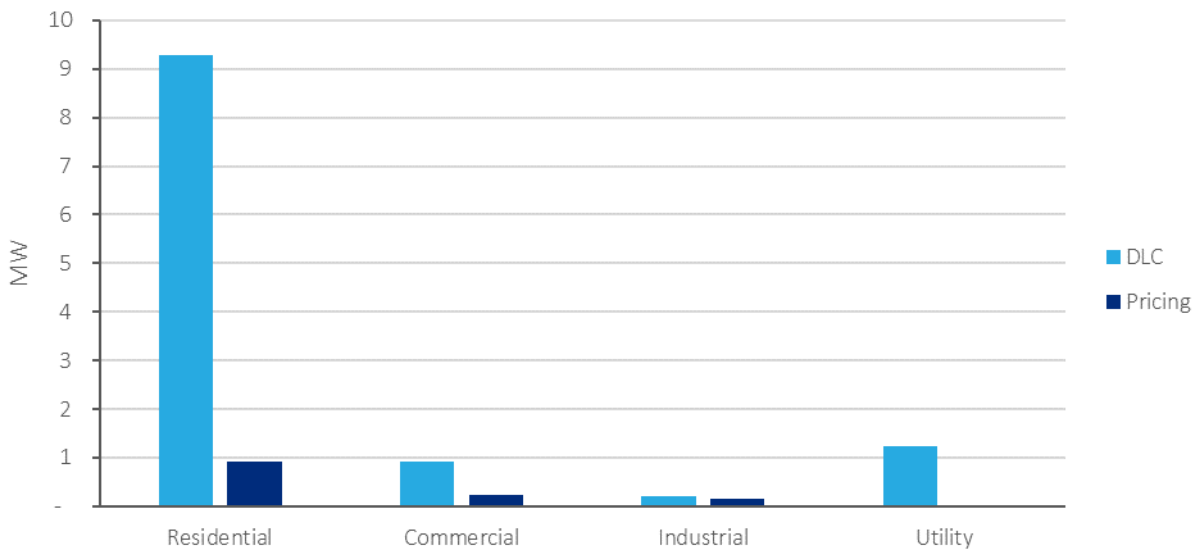


Figure 8 shows how this potential breaks down across the various product types within each sector. In this figure, the commercial and industrial curtailment products are classified as DLC products. Most of the potential is from DLC products, with smaller amounts coming from the pricing and demand curtailment strategies that require AMI.

Figure 8: Achievable Winter DR Potential by Sector and Type

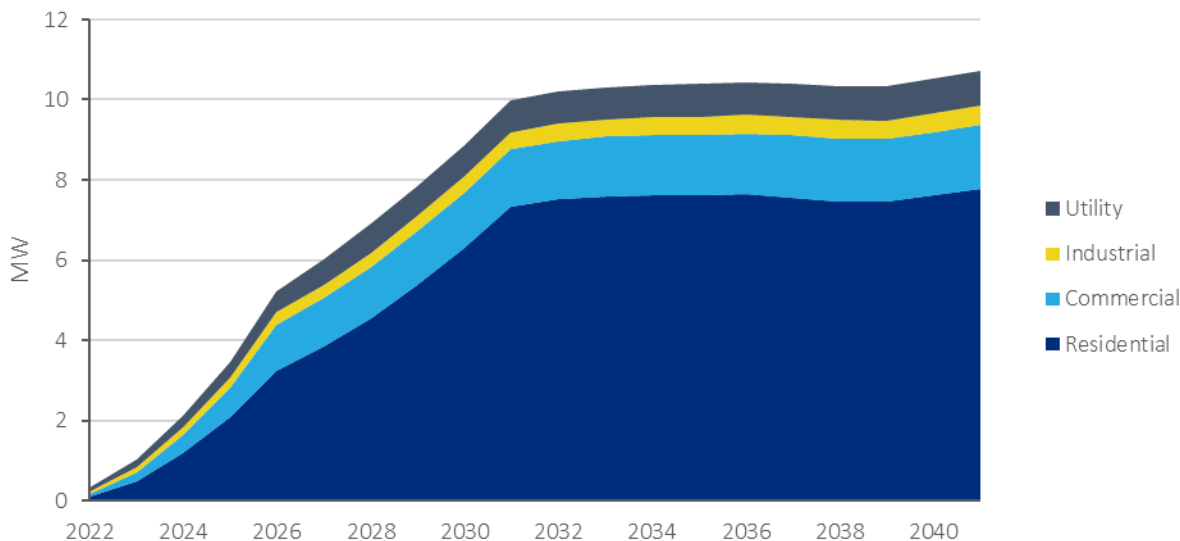


Summer Achievable Potential

In the summer, RES has approximately 10.7 MW of achievable demand response available. Figure 9, below, shows the annual achievable summer potential by sector. The distribution of summer potential across sectors is similar to the winter potential, with slightly more potential available in the commercial sector due

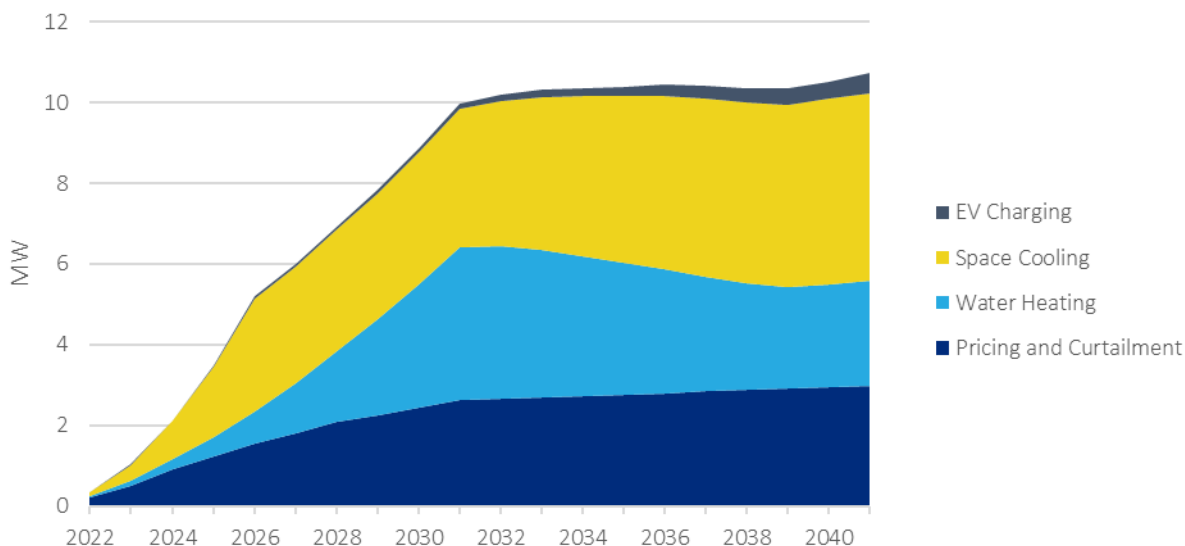
to higher air conditioning loads. Altogether, the achievable summer potential represents approximately 5% of RES's projected peak summer demand.

Figure 9: Annual Achievable Summer DR Potential by Sector



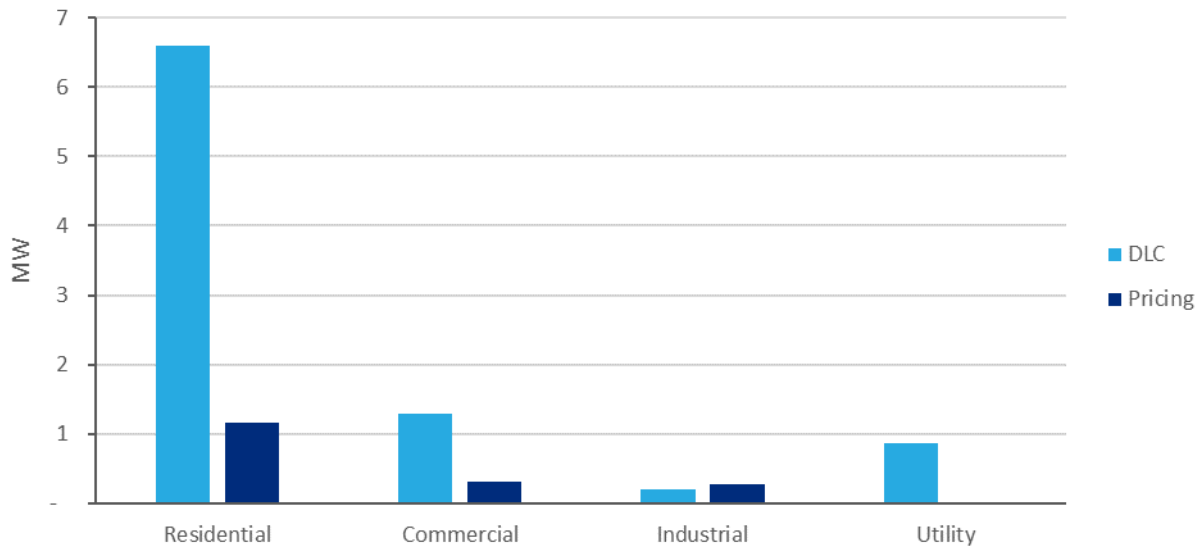
As shown in Figure 10, space cooling is the end use with the largest summer potential, followed by the pricing and curtailment and water heating end uses. As with the winter season, the potential for DVR is included in the pricing and curtailment end use, since it also impacts all customer end uses.

Figure 10: Annual Achievable Summer DR Potential by End Use



The breakdown of the 20-year potential by sector and product type is shown in Figure 11. Similar to the winter season, most of the summer potential is in residential DLC products.

Figure 11: Achievable Summer DR Potential by Sector and Type



Costs

A supply curve detailing the quantity of capacity and cost for each winter DR product is shown in Figure 12. The products are ranked by levelized cost in \$/kW-year, with the lowest cost product at the bottom. As you move up the supply curve, the incremental DR potential for each product is shown in dark blue, with the cumulative potential from all previous products shown in lighter blue. The horizontal axis reflects the DR capacity available and the value at the end of each bar is the levelized cost of each product. The levelized cost calculations include the credits for deferred distribution and transmission system capacity costs, which result in a negative cost for DVR. These credits are the same credits that were used in RES's 2021 CPA.

Figure 12 shows that the individual products with the lowest costs include DVR and smart thermostats, both of which have a significant quantity of potential. DR from grid ready water heaters, including both electric resistance (ERWH) and heat pump (HPWH) also have high amounts potential, but at higher costs. The costs of the HPWH products are especially high at \$127/kW-year as any program costs are spread over fewer megawatts since heat pump water heaters are more efficient and offer less in terms of available load reductions.

Figure 12: Winter DR Supply Curve (MW and \$/kW-year)

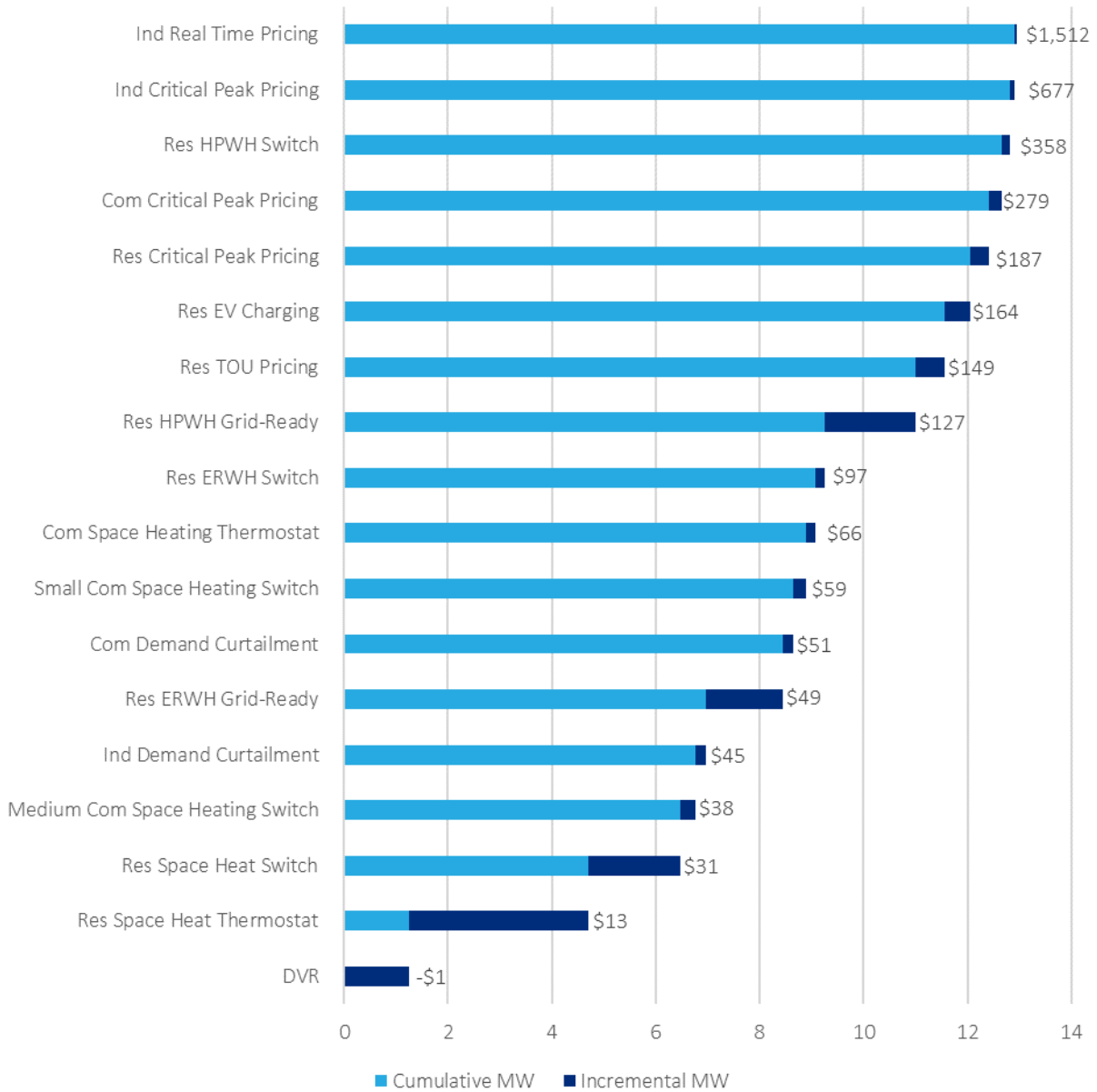
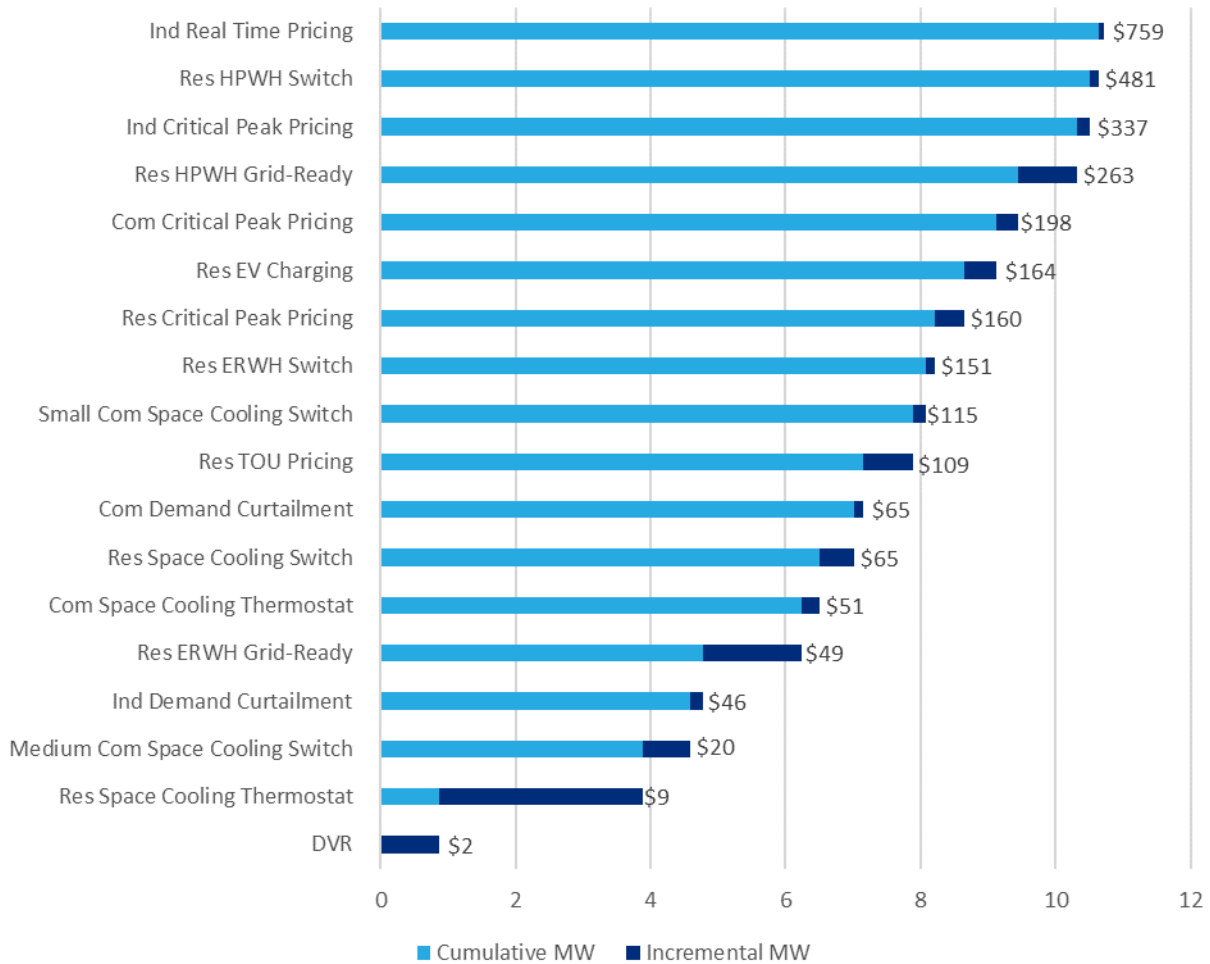


Figure 13 shows a similar supply curve for the summer DR products. The overall characteristics of the summer supply curve are similar to the winter supply curve discussed above. DVR and smart thermostats offer significant amounts of potential at low costs while water heating offers additional potential at higher costs.

Figure 13: Summer DR Supply Curve (MW and \$/kW-year)



Cost Effectiveness

Table 2 shows the result of the cost-effectiveness screening for each winter DR product. Products are ranked in descending order by benefit-cost ratio. The 20-year DR potential for each product is also shown. DVR was the only winter product identified as cost effective, with residential smart thermostats falling just below the cost-effectiveness threshold of 1.0.

Table 2: Winter Benefit-Cost Ratio Results by Product

Product Name	Benefit-Cost Ratio	Cumulative MW
DVR	2.4	1.2
Res Space Heat Thermostat	0.9	3.4
Res ERWH Grid-Ready	0.8	1.5
Res Space Heat Switch	0.5	1.8
Medium Com Space Heating Switch	0.5	0.3
Res ERWH Switch	0.4	0.2
Ind Demand Curtailment	0.4	0.2
Com Demand Curtailment	0.4	0.2
Res HPWH Grid-Ready	0.3	1.8
Small Com Space Heating Switch	0.3	0.2
Res TOU Pricing	0.3	0.6
Com Space Heating Thermostat	0.3	0.2
Res HPWH Switch	0.1	0.2
Res EV Charging	0.1	0.5
Res Critical Peak Pricing	0.1	0.4
Com Critical Peak Pricing	0.1	0.2
Ind Critical Peak Pricing	0.0	0.1

In the summer season, both DVR and smart thermostats were identified as cost effective, as shown in Table 3 below. When considered across both summer and winter seasons, the smart thermostat product may be a cost-effective resource for RES as some of the same participants could participate across both seasons.

With a relatively small customer base, RES has a limited population to distribute the fixed costs associated with setting up and implementing demand response programs. In addition, RES can purchase capacity only in the months needed through BPA's monthly demand charges instead of procuring physical resources like power plants that are available all year round but may only be needed part of the year. This results in a low avoided generation capacity cost. Both factors make the economics of demand response difficult for RES. Accordingly the cost-effective demand response potential identified in this assessment was limited to two products.

Table 3: Summer Benefit-Cost Ratio Results by Product

Product Name	Benefit-Cost Ratio	Cumulative MW
DVR	1.9	0.9
Res Space Cooling Thermostat	1.2	3.0
Medium Com Space Cooling Switch	0.7	0.7
Res ERWH Grid-Ready	0.6	1.5
Ind Demand Curtailment	0.4	0.2
Com Space Cooling Thermostat	0.4	0.3
Res Space Cooling Switch	0.3	0.5
Com Demand Curtailment	0.3	0.1
Res TOU Pricing	0.3	0.7
Res ERWH Switch	0.2	0.1
Small Com Space Cooling Switch	0.2	0.2
Res Critical Peak Pricing	0.1	0.4
Res EV Charging	0.1	0.5
Res HPWH Grid-Ready	0.1	0.9
Com Critical Peak Pricing	0.1	0.3
Res HPWH Switch	0.1	0.1
Ind Critical Peak Pricing	0.1	0.2

Summary

This assessment summarizes the results of the 2021 DRPA conducted for RES. The products included and the methodology used were based on those used by the Council in the 2021 Plan, customized to RES's service territory, and aligned with the projections of RES's 2021 CPA. It included products applicable to the winter and summer seasons across the residential, commercial, industrial, and utility sectors using a variety of DLC, demand curtailment, and price-based strategies and targeting a variety of end uses.

Overall, the assessment quantified 12.9 MW of achievable winter DR potential and 10.7 MW in the summer. Most of the DR potential identified is in the residential sector, which is consistent with the makeup of RES's customer base. Utility DVR was cost-effective across both seasons and has already been implemented by RES. Smart thermostats used to control residential space heating and cooling equipment was the product with the highest potential across both seasons but was marginally cost-effective in the summer and just below the cost-effectiveness threshold in the winter. Lighthouse recommends that RES evaluate this product further to refine the program participation, cost, and impact assumptions to see if a DR program using this technology across both seasons could be a cost-effective capacity resource.

Appendix

DR Product Info					
Sector	End Use	Product	Type	Impact	Methodology
Residential	EV Charging	Res EV Charging - Winter	DLC	Winter	Bottom Up
Residential	EV Charging	Res EV Charging - Summer	DLC	Summer	Bottom Up
Residential	Water Heating	Res ERWH Switch - Winter	DLC	Winter	Bottom Up
Residential	Water Heating	Res ERWH Switch - Summer	DLC	Summer	Bottom Up
Residential	Water Heating	Res ERWH Grid-Ready - Winter	DLC	Winter	Bottom Up
Residential	Water Heating	Res ERWH Grid-Ready - Summer	DLC	Summer	Bottom Up
Residential	Water Heating	Res HPWH Switch - Winter	DLC	Winter	Bottom Up
Residential	Water Heating	Res HPWH Switch - Summer	DLC	Summer	Bottom Up
Residential	Water Heating	Res HPWH Grid-Ready - Winter	DLC	Winter	Bottom Up
Residential	Water Heating	Res HPWH Grid-Ready - Summer	DLC	Summer	Bottom Up
Residential	Space Heating	Res Space Heat Switch - East	DLC	Winter	Bottom Up
Residential	Space Cooling	Res Space Cooling Switch - East	DLC	Summer	Bottom Up
Residential	Space Heating	Res Space Heat Thermostat - East	DLC	Winter	Bottom Up
Residential	Space Cooling	Res Space Cooling Thermostat - East	DLC	Summer	Bottom Up
Commercial	Space Heating	Com Space Heating Switch - Small/East	DLC	Winter	Bottom Up
Commercial	Space Cooling	Com Space Cooling Switch - Small/East	DLC	Summer	Bottom Up
Commercial	Space Heating	Com Space Heating Thermostat - East	DLC	Winter	Bottom Up
Commercial	Space Cooling	Com Space Cooling Thermostat - East	DLC	Summer	Bottom Up
Commercial	Space Heating	Com Space Heating Switch - Medium/East	DLC	Winter	Bottom Up
Commercial	Space Cooling	Com Space Cooling Switch - Medium/East	DLC	Summer	Bottom Up
Commercial	All	Com Demand Curtailment - Winter	DLC	Winter	Top Down
Commercial	All	Com Demand Curtailment - Summer	DLC	Summer	Top Down
Industrial	All	Ind Demand Curtailment - Winter	DLC	Winter	Top Down
Industrial	All	Ind Demand Curtailment - Summer	DLC	Summer	Top Down
Residential	All	Res TOU Pricing - Winter	Pricing	Winter	Top Down
Residential	All	Res TOU Pricing - Summer	Pricing	Summer	Top Down
Residential	All	Res Critical Peak Pricing - Winter	Pricing	Winter	Top Down
Residential	All	Res Critical Peak Pricing - Summer	Pricing	Summer	Top Down
Commercial	All	Com Critical Peak Pricing - Winter	Pricing	Winter	Top Down
Commercial	All	Com Critical Peak Pricing - Summer	Pricing	Summer	Top Down
Industrial	All	Ind Critical Peak Pricing - Winter	Pricing	Winter	Top Down
Industrial	All	Ind Critical Peak Pricing - Summer	Pricing	Summer	Top Down
Industrial	All	Ind Real Time Pricing - Winter	Pricing	Winter	Top Down
Industrial	All	Ind Real Time Pricing - Summer	Pricing	Summer	Top Down



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Public Hearing

Core Focus Area 3 - Increase Economic Vitality

Subject:

Proposed Rezone of 230 and 260 Bradley Boulevard, Ordinance No. 32-21 (Closed Record)

Department:
Development Services

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:
None.

Summary:

The Richland Municipal Code requires Richland City Council to hold a closed-record hearing before rendering a final decision on Type IIIA permit applications such as a site-specific rezone. This hearing will satisfy the closed-record hearing requirement provided in RMC 19.20.030.

For more information, please see the staff report accompanying Ordinance No. 32-21 on tonight's agenda.

Fiscal Impact: None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Public Hearing

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Authorizing a Franchise Agreement with USCOC of Richland, Inc. d/b/a U.S. Cellular, Ordinance No. 33-21

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:
None.

Summary:

RMC 28.04.020 requires a public hearing before Council may grant a franchise (also known as a master permit) to a telecommunications company. USCOC of Richland, Inc. d/b/a U.S. Cellular is seeking a franchise agreement to provide small cell technology in the City's rights-of-way.

See the staff report with Ordinance No. 33-21 on tonight's agenda for more information.

Fiscal Impact: None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the September 17, 2021 City Council Annual Retreat Minutes, the September 21, 2021 City Council Regular Meeting Minutes, and the September 28, 2021 City Council Regular Workshop Meeting Minutes

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the City Council Annual Retreat held on September 17, 2021, the City Council Regular Meeting held on September 21, 2021, and the City Council Regular Workshop Meeting held on September 28, 2021.

Summary:

Draft minutes from the September 17, 2021 City Council Annual Retreat, the September 21, 2021 City Council Regular Meeting, and the September 28, 2021 City Council Regular Workshop Meeting are presented for Council's consideration and approval.

Fiscal Impact: None.

Attachments:

1. Draft September 17, 2021 City Council Annual Retreat Minutes
2. Draft September 21, 2021 City Council Regular Meeting Minutes
3. Draft September 28, 2021 City Council Regular Workshop Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL ANNUAL RETREAT MEETING

Friday, September 17, 2021

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City Council Annual Retreat - 8:00 a.m.

Mayor Lukson called the virtual City Council Annual Retreat to order at 8:00 a.m.

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson were present.

Also attending remotely were Interim City Manager Amundson, Fire Chief Huntington, City Attorney Kintzley, Energy Services Director Whitney, Public Works Director Rogalsky, Chief of Police Bruce, Parks & Public Facilities Director Schiessl, Economic Development Director Jensen and Finance Director Allen.

Agenda Items

1. Recommended Capital Improvement Projects for the 2022 Budget

Using PowerPoint, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney, Fire Chief Huntington, Economic Development Director Jensen, and Finance Director Allen presented on recommended Capital Improvement Projects for the 2022 Budget.

Council engaged in a question and answer session with staff throughout the presentation.

COUNCIL RECESSED AT 9:34 A.M. AND RECONVENED AT 9:50 A.M.

2. Discussion on Richland City Charter

Using PowerPoint, City Attorney Kintzley provided an overview of charter comparisons with other first-class cities in the State of Washington, reviewed potential topics for City of Richland charter amendment, and described the process and timeline to submit proposed charter amendments to Benton County for inclusion on the ballot in the 2022 general election.

Council engaged in a question and answer session with City Attorney Kintzley throughout the presentation.

3. Recommended Strategic Visioning and Planning Process for 2022

Using PowerPoint, Fire Chief Huntington provided a historical overview of the current Strategic Leadership Plan, and presented on the City's recommended Strategic Visioning and Planning Process for 2022.

Council engaged in a question and answer session with staff.

4. Economic Development Updates

Using PowerPoint, Economic Development Director Jensen and Interim City Manager Amundson presented Richland's economic development updates. Council engaged in a question and answer session with staff throughout the presentation.

COUNCIL RECESSED AT 12:00 P.M. AND RECONVENED AT 1:00 P.M.

5. Discussion on Homelessness

Using PowerPoint, Parks & Public Facilities Director Schiessl presented on the topic of camping on city property and its relationship to homelessness in Richland. Council engaged in a question and answer session with staff.

6. Additional Items from City Council for Consideration

Council discussed items such as setting consistent time limits for public comments, allowing the submission of written comments/testimony during City Council meetings, continual allocation of funding for public art, resuming pre-Council meeting workshops, potential amendments to the sign ordinance, marketing of the former City Hall site, possible adoption of a bi-annual budget, and police staffing vacancies. No decisions were rendered.

Adjournment

Mayor Lukson adjourned the meeting at 2:41 p.m.

APPROVED:

ATTEST:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, September 21, 2021

Richland City Hall ~ 625 Swift Boulevard

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City Council Regular Meeting - 6:00 p.m.

Mayor Lukson called the remote Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Lukson welcomed those attending the remote meeting and expressed appreciation for their attendance.

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson were present.

Also remotely present were Interim City Manager Amundson, City Attorney Kintzley, Fire Chief Huntington, Chief of Police Bruce, Public Works Director Rogalsky, Energy Services Director Whitney, Parks & Public Facilities Director Schiessl, Development Services Director Jensen, Interim Administrative Services Director Florence, Human Resources Manager Paulsen, Planning Manager Stevens, and City Clerk Rogers.

Pledge of Allegiance

Mayor Pro Tem Kent led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

1. Proclamation Recognizing Soroptimist International of Three Rivers Day

Mayor Lukson read aloud a proclamation declaring October 3, 2021 to be Soroptimist International of Three Rivers Day in the City of Richland.

Public Hearing

City Clerk Rogers read the public hearing and public comment procedures.

2. Proposed Relinquishment of a Certain Portion of a Utility Easement at 1412 Haupt Avenue, Resolution No. 113-21

Public Works Director Rogalsky provided an overview of the proposed relinquishment of an easement as provided in Resolution No. 113-21. A certain portion of the utility easement is surplus to the City's needs and staff recommends its relinquishment.

Mayor Lukson opened and closed the public hearing at 6:07 p.m. No public testimony was offered.

3. Proposed 2021 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local No. 77, Resolution No. 114-21

Human Resources Manager Paulsen provided a summary of the proposed bargaining agreement as provided in Resolution No. 114-21.

Mayor Lukson opened and closed the public hearing at 6:09 p.m. No public testimony was offered.

4. Proposed Vacation of an Unopened Portion of Davenport Street Right-of-Way, Ordinance No. 28-21

Using PowerPoint, Public Works Director Rogalsky provided an overview of the proposed vacation of unopened Davenport Street right-of-way as provided in Ordinance No. 28-21.

Mayor Lukson opened and closed the public hearing at 6:16 p.m. No public testimony was offered.

5. Proposed Approval of a Planned Unit Development for the Links Residence at Horn Rapids, Ordinance No. 29-21 (Closed Record) **THIS PUBLIC HEARING WAS HELD IMMEDIATELY PRECEEDING THE CORRELATING ITEM OF BUSINESS ON THIS AGENDA.**

Public Comments

David Coleman - 2109 Davison Avenue, Richland, WA: Mr. Coleman expressed disagreement over the recent hiring of a police officer from Seattle.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER BORING SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Minutes

6. Approval of the September 7, 2021 Richland City Council Regular Meeting Minutes

Ordinances - First Reading

7. Ordinance No. 28-21, Vacating an Unopened Portion of Davenport Street Right-of-Way

Ordinances - Second Reading & Passage

8. Ordinance No. 21-21, Amending Richland Municipal Code Section 23.54.020 Related to Minimum Parking Standards
9. Ordinance No. 22-21, Amending the 2021 Budget in the General Fund for the Purchase of Police Camera Systems
10. Ordinance No. 23-21, Amending Richland Municipal Code Section 2.44.010 related to LEOFF I Firefighters' Pension Board Membership
11. Ordinance No. 24-21, Amending Richland Municipal Code Section 2.48.010 related to LEOFF I Police Pension Board Membership
12. Ordinance No. 25-21, Granting a Solid Waste Collection Transition Franchise to Waste Management of Washington, Inc. related to the Zinsli, Allenwhite and Badger Mountain Winery Annexations
13. Ordinance No. 26-21, Granting a Solid Waste Collection Transition Franchise to Basin Disposal, Inc. and Ed's Disposal, Inc. related to the Zinsli, Allenwhite and Badger Mountain Winery Annexations
14. Ordinance No. 27-21, Granting a Solid Waste Collection Transition Franchise to Waste Management of Washington, Inc. related to the Lorayne J Annexation

Resolutions – Adoption

15. Resolution No. 107- 21, Authorizing a Grant Application to the Washington State Library to Increase the Richland Public Library's Digital Collection
16. Resolution No. 108-21, Authorizing a Consultant Agreement with Keller Associates, Inc. for the Tapteal I Booster Station Project
17. Resolution No. 109-21, Authorizing a Consultant Agreement with RH2 Engineering, Inc. related to the North Richland UV Disinfection Facility Improvements Project
18. Resolution No. 112-21, Approving a Commercial Facade Improvement Program Agreement with 707 The Parkway LLC

19. Resolution No. 113-21, Authorizing Relinquishment of a Certain Portion of a Utility Easement at 1412 Haupt Avenue
20. Resolution No. 114-21, Approving the 2021-2023 Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 77, and authorizing periodic Memorandums of Understanding

Items - Approval

21. Appointment to the Americans with Disabilities Act (ADA) Citizens Review Committee: Judith Davis
22. Appointments to the Economic Development Committee: Joseph Potts and Megan Hughes
23. Appointment to the Richland Public Library Board of Trustees: Cara Hernandez
24. Appointment to the Personnel Committee: Barbara Newell
25. Appointments to the Utility Advisory Committee: Don Gregoire and Charles LoPresti

Expenditures - Approval:

26. Expenditures from August 1, 2021 to August 31, 2021 for \$37,834,020.60 including Travel Check Nos. 20001-20014, Accounts Payable Check Nos. 292122-293070, Accounts Payable Wire Nos. 8681-8722, Payroll Wires & ACH Nos. 12235-12284, Payroll Direct Deposit & Check Nos. 182101-183253 and Pension Check Nos. 5915-5941.

Closed Record Review Hearing for Item of Business No. 1: Proposed Approval of a Planned Unit Development for the Links Residence at Horn Rapids, Ordinance No. 29-21

Mayor Lukson, City Attorney Kintzley and City Clerk Rogers read the closed record reviewing hearing procedures.

City Attorney Kintzley called for disclosures from councilmembers regarding potential conflicts of interest and ex-parte contact.

Councilmember Lemley disclosed that he met with several homeowners several months ago to listen to concerns regarding approval of the proposed planned unit development before the restrictive covenant was determined to be unenforceable. Councilmember Lemley stated that the meeting would not affect his ability to make an impartial decision.

Councilmember Thompson disclosed that he received a text message from an unknown individual that may or may not be related to the proposed planned unit development. He added that he did not respond to the text message, and that the receipt of the text

message would not affect his ability to make an impartial decision.

No objections based on appearance of fairness or jurisdictional grounds were made.

Mayor Lukson opened the closed record review hearing at 6:29 p.m. for testimony from individuals with standing based on their participation at the May 10, 2021 open record public hearing before the Richland Hearing Examiner.

Using PowerPoint, Richland Planning Manager Stevens provided an overview of the application submitted by HJBT Properties for a 54-unit Planned Unit Development (PUD) referred to as The Links Residence at Horn Rapids. Planning Manager Stevens advised that the Richland Hearings Examiner conducted an open-record public hearing on the matter on May 10, 2021, and has recommended approval of the PUD subject to specified conditions.

The following individuals reiterated testimony provided at the open-record hearing:

- Larry Libby - 2840 Crosswater Loop, Richland, WA: Mr. Libby provided testimony in support of the proposed PUD contingent on approval of modifications to honor the intent of the 2005 restrictive covenant by preserving the homeowners' view and open space.
- Steve Lorence - 2858 Crosswater Loop, Richland, WA: Mr. Lorence provided testimony generally opposing the PUD as submitted but would support its approval with additional conditions to preserve view and open space.
- Terrie Marshall - 3007 Wild Canyon Way, Richland, WA: Ms. Marshall shared concerns relating to the validity of the 2005 restrictive covenant, encouraged the applicant to negotiate a compromise with the homeowners affected by the proposed development, and urged Council to encourage the applicant to modify the project.
- Tim McLain - 2876 Crosswater Loop, Richland, WA: Mr. McLain agreed with statements made by previous speakers and requested Council to encourage the applicant to reach a compromise with the homeowners affected by the proposed development.
- Jerry Peters - 2846 Crosswater Loop, Richland, WA: Mr. Peters provided testimony opposing the PUD.
- Louise Peters - 2846 Crosswater Loop, Richland, WA: Ms. Peters urged Council to reinstate the 2005 Horn Rapids Golf Course Declaration of Restrictive Use Covenant and encouraged the applicant to reach a compromise with the homeowners affected by the proposed development.
- Michelle Rusk - 1111 3rd Avenue Ste. 3000, Seattle, WA: Ms. Rusk, an attorney with Foster Garvey Law firm, disclosed that she represents a coalition of homeowners residing on Crosswater Loop in the Horn Rapids community. Ms. Rusk conveyed that

the Crosswater Loop homeowners are generally in support of the PUD so long as the City imposes additional conditions to preserve the homeowners' view corridor, preserve the existing pond, and ensure no build on lots 19-32. Ms. Rusk advised that Council has authority to impose these conditions under the RMC for planned unit developments and through SEPA.

- Stew Stone - 1220 20th St. SE, Salem, OR: Mr. Stone provided testimony opposing the PUD as submitted and supporting certain additional conditions of approval recommended by the homeowners affected by the proposed development.
- Gail Wintczak - 2852 Crosswater Loop, Richland, WA: Ms. Wintczak concurred with statements made by previous speakers and encouraged the applicant to compromise with the homeowners affected by the PUD.
- Lucy Yang - 2882 Crosswater Loop, Richland, WA: Ms. Yang expressed disappointment over the Hearing Examiner's recommendation for approval of the PUD without incorporating conditions proposed by homeowners affected by the development.
- Brad Rew - 2860 Hawkstone Court, Richland, WA: Mr. Rew, applicant of the proposed PUD, stated he did not have any additional statements to make and is in attendance for the purpose of responding to questions. Mr. Rew thanked Council for their time and consideration.
- Thera Rew - 1413 Sunset, Richland, WA: Ms. Rew, applicant of the proposed PUD, stated she did not have any additional statements to make and is in attendance for the purpose of responding to questions. Ms. Rew thanked Council for their time and consideration.
- Laurie Baird - 2966 Crosswater Loop, Richland, WA: Ms. Baird agreed with statements made by previous speakers and expressed concerns relating to possible parking issues.

No other testimony was offered. Mayor Lukson closed the hearing at 7:18 p.m.

Items of Business

1. Ordinance No. 29-21, Approving the Links Residence at Horn Rapids Planned Unit Development

COUNCILMEMBER THOMPSON MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO APPROVE ORDINANCE NO. 29-21, APPROVING THE LINKS RESIDENCE AT HORN RAPIDS PLANNED UNIT DEVELOPMENT, FOR FIRST READING BY TITLE ONLY.

Once the motion was on the floor, Council engaged in a lengthy discussion regarding the proposed planned unit development.

At the request of Mayor Pro Tem Kent, City Attorney Kintzley provided a legal overview of Council's role and possible course of actions available in rendering a decision relating to the proposed PUD application. This included a suggestion that the matter be set over to the October 5, 2021 meeting to give staff an opportunity to evaluate whether the established record supported imposition of any additional conditions. Council was responsive to this idea.

City Attorney Kintzley recommended the path forward, which involved voting on the motion on the floor, and then offering a new motion to continue first reading to the next regularly scheduled council meeting.

MAYOR LUKSON CALLED FOR THE VOTE ON THE MOTION TO APPROVE FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: NONE. THOSE OPPOSED: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. MOTION FAILED 0-7.

Council provided additional comments and engaged in a question and answer session with City Attorney Kintzley.

Mayor Lukson invited PUD applicants Brad and Thera Rew to respond to Council's comments. Brad and Thera Rew spoke in opposition of delaying a decision on Ordinance No. 29-21.

COUNCILMEMBER THOMPSON MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO MOVE FIRST READING OF ORDINANCE NO. 29-21, APPROVING THE LINKS RESIDENCE AT HORN RAPIDS PLANNED UNIT DEVELOPMENT, TO THE OCTOBER 5, 2021 CITY COUNCIL REGULAR MEETING TO ALLOW STAFF AN OPPORTUNITY TO EVALUATE WHETHER THE ESTABLISHED RECORD SUPPORTED IMPOSITION OF ANY ADDITIONAL CONDITIONS. THOSE IN FAVOR: MAYOR LUKSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS ALVAREZ, BORING, CHRISTENSEN, LEMLEY AND THOMPSON. THOSE OPPOSED: NONE. MOTION PASSED 7-0.

Reports and Comments

City Manager

Interim City Manager Amundson announced that the Richland School District will hold its 6th Annual #TakeStridesTC Suicide Prevention walk at Fran Rish Stadium on Wednesday, September 22, 2021. Richland Police will assist with ensuring safety during the event.

City Council

Councilmember Alvarez thanked those who provided comments during the meeting.

Councilmember Thompson shared observations regarding the implications of decisions

made by Council, agreed with statements previously made by Councilmembers Boring and Christensen regarding hotel development discussed during the City Council Retreat, and shared personal observations regarding liberty and encroaching limitations on freedom.

Councilmember Boring thanked the hearing participants for their comments, voiced appreciation to staff for their support, and spoke in favor of reaching a compromise regarding the PUD application.

Mayor Pro Tem Kent thanked staff for the well-organized and informative topics addressed at the City Council Annual Retreat held on September 17, 2021. Mayor Pro Tem Kent then encouraged everyone to be educated, be safe, and to be kind to others.

Mayor

Mayor Lukson congratulated staff for the work put forth in reaching a collective bargaining agreement with IBEW, Local No. 77. Mayor Lukson also encouraged everyone to be respectful of others who have different opinions, and then expressed optimism about the overall state of the City of Richland.

Adjournment

Mayor Lukson adjourned the meeting at 8:10 p.m.

APPROVED:

ATTEST:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR WORKSHOP MEETING

Tuesday, September 28, 2021

Zoom - Public Telephone Access: (206) 337-9723 or (253) 215-8782

Meeting ID No. 505 625 7380

City Council Regular Workshop - 6:00 p.m.

Mayor Lukson called the virtual City Council workshop meeting to order at 6:00 p.m.

Attendance: Mayor Lukson, Mayor Pro Tem Kent, and Councilmembers Alvarez, Boring, Christensen, Lemley and Thompson were present.

Also attending remotely were Interim City Manager Amundson, Fire Chief Huntington, City Attorney Kintzley, Energy Services Director Whitney, Public Works Director Rogalsky, Finance Director Allen, Chief of Police Bruce, Development Services Director Jensen, Recreation Manager Jackson, Public Works Capital Project Manager Marlow, Attorney Ken Harper and City Clerk Rogers.

Agenda Items

1. Air Quality Grant / Renewable Natural Gas Fleet Fueling

Using PowerPoint, Public Works Director Rogalsky provided an update on potentially converting the solid waste collection fleet from diesel to natural gas, and briefed Council on the Prevent Nonattainment Grant Program opportunity to be presented at the October 5, 2021 City Council meeting for Council's consideration.

Council engaged in a question and answer session with staff.

2. Revisit American Rescue Plan Act (ARPA) Funding Priorities

Using PowerPoint, Energy Services Director Whitney and Finance Director Allen provided follow-up responses to inquiries raised by Council at the August 24, 2021 City Council workshop meeting relating to ARPA funding proposals and uses. Finance Director Allen provided additional information regarding local and county programs funded by ARPA, utility disconnect comparisons, and utility bill and rent assistance.

Benton County Department of Human Services Manager Kyle Sullivan and Benton County Housing Program Navigator Anthony Contreras provided detailed information regarding ARPA utility and rent assistance programs, eligibility criteria and the application process through Benton County.

Council engaged in a question and answer session with staff.

3. Update and Proposed Project from Fortify Holdings

Interim City Manager Amundson turned the floor over to Robert Jacobs and Ziad Elsayhili of Fortify Holdings to provide an overview of Fortify Holding's proposed investments in the City of Richland. Mr. Jacobs expressed an interest in pursuing purchase of the land lease for The Riverfront Hotel (in addition to purchasing the building currently held in private ownership), and described proposed enhancements and expansion plans for the property. If authorized, Fortify Holdings intends to collaborate with the City regarding the appraisal and design standards for the property.

Mr. Jacobs and Mr. Elsayhili addressed concerns expressed by Council. Council offered additional statements regarding the proposed development and engaged in a question and answer session with Mr. Jacobs and Mr. Elsayhili throughout the presentation.

4. Update on the Mixed-Use Proposal on Tracts D and E

Community Development Director Jensen turned the floor over to the City's special counsel Ken Harper, who addressed particular redlined edits in the proposed purchase and sale and development agreements from Pacific Partners for Tracts D and E at Columbia Point. Mr. Harper focused Council's attention on the fact that the documents do not currently call for an integrated project. Council indicated that staff should continue to negotiate with the developer on behalf of the City to obtain the best outcome possible.

Mr. Harper engaged in a question and answer session with Council throughout the presentation.

Adjournment

Mayor Lukson adjourned the meeting at 9:14 p.m.

APPROVED:

Ryan Lukson, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 30-21, Providing for the Sale of 2021 Electric Revenue Bonds

Department:
Energy Services

Ordinance/Resolution Number:
30-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 30-21, providing for the sale of 2021 electric revenue bonds.

Summary:

Over the course of 2021, the Utility Advisory Committee (UAC) has discussed with Richland Energy Services staff the electric utility's financial policy and current financial position. These discussions encompassed the utility's budget, capital program and funding, including anticipated bond issuance as outlined in the approved 2021-2026 Capital Improvement Plan (CIP). The discussions resulted in the conclusion that revenue bonds should be issued in the fourth quarter of 2021.

Approximately \$7 million in bond proceeds are needed to support the capital plan for 2022 and 2023, in addition to rate financing and developer contributions. Bonds would be issued for a term not longer than 25 years to mirror the expected life of the electric infrastructure being financed while taking into account the market conditions and investor appetite for terms. At current rates, the par value of the bonds selling at a premium would be approximately \$6.4 million.

Ordinance No. 30-21 enables Council to appoint the Finance Director as the City's designated representative to approve the final terms of the sale and issuance of the bonds within designated parameters approved by Council. This allows the pricing of the bonds to be timed to best meet market conditions. Staff recommends approval of Ordinance No. 30-21 for first reading, by title only.

Fiscal Impact:

The annual principal and interest payments on the proposed bonds will be funded from operating revenues of the Electric Utility Fund.

Attachments:

- I. Ordinance No. 30-21

CITY OF RICHLAND

ORDINANCE NO. 30-21

AN ORDINANCE relating to the electric utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions and betterments to and extensions of the electric utility; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$7,800,000 to provide funds (1) to pay all or a portion of the cost of certain capital improvements included in the plan of additions, (2) to make a deposit to satisfy the reserve requirement for the bonds, if necessary, and (3) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

Passed: _____, 2021

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Exhibit A – Parameters for Bond Sale Terms

Exhibit B – Parity Bond Test

Exhibit C – Plan of Additions; Description of the Projects

Exhibit D – Form of Continuing Disclosure Agreement

ORDINANCE NO. 30-21

AN ORDINANCE relating to the electric utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions and betterments to and extensions of the electric utility; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$7,800,000 to provide funds (1) to pay all or a portion of the cost of certain capital improvements included in the plan of additions, (2) to make a deposit to satisfy the reserve requirement for the bonds, if necessary, and (3) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

BE IT ORDAINED BY THE CITY OF RICHLAND as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions. As used in this Ordinance, the following capitalized terms shall have the following meanings:

(a) “*2013B Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2013B, in the original aggregate principal amount of \$19,455,000, authorized to be issued by Ordinance No. 06-13.

(b) “*2015 Bonds*” means the Electric Utility Revenue Bonds, 2015, in the original aggregate principal amount of \$19,435,000, authorized to be issued by Ordinance No. 49-15.

(c) “*2018 Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2018, in the original aggregate principal amount of \$19,800,000, authorized to be issued by Ordinance No. 08-18.

(d) “*2019A Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2019A, in the original aggregate principal amount of \$12,525,000, authorized to be issued by Ordinance No. 54-19.

(e) “*2019T Bonds*” means the Electric Revenue Bonds, 2019T (Taxable-Green Bonds), in the original aggregate principal amount of \$3,145,000, authorized to be issued by Ordinance No. 54-19.

(f) “*Adjusted Net Revenue*” means Net Revenue, plus withdrawals from the Rate Stabilization Account and less deposits into the Rate Stabilization Account.

(g) “*Annual Debt Service*” means, for any one or more series of Parity Bonds, the total of principal and interest payable during a Fiscal Year (excluding the principal maturity of Term Bonds but including any mandatory redemption due in that year), less all capitalized interest payable that year from such bonds. Annual Debt Service for each Fiscal Year shall be reduced by subtracting the amount scheduled to be received by the City as a Tax Credit Subsidy Bond Payment in each such Fiscal Year in respect of any Parity Bonds issued as Tax Credit Subsidy Bonds.

(h) “*Authorized Denomination*” means, unless otherwise specified in the Bond Purchase Agreement or a related agreement, \$5,000 or any integral multiple thereof within a Series and maturity.

(i) “*Average Annual Debt Service*” means, in reference to any one or more series of Parity Bonds, the sum of the Annual Debt Service due in each year, divided by the number of years that such bonds are scheduled to remain Outstanding.

(j) “*Beneficial Owner*” means, with respect to any Parity Bond at any time Outstanding, the owner of any beneficial interest in that Parity Bond.

(k) “*Bond Counsel*” means the firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(l) “*Bond Fund*” means the Electric Revenue Refunding Bond Account, 1985, created by Ordinance No. 17-85 and maintained for the purpose of paying and securing the payment of the principal of and interest on the Parity Bonds.

(m) “*Bond Insurer*” means, with respect to any issue of Parity Bonds, a provider of bond insurance guaranteeing the payment of principal of and interest on such Parity Bonds.

(n) “*Bond Purchase Agreement*” means a written offer to purchase the Bonds, or a Series of Bonds, pursuant to certain Bond Sale Terms, which offer is accepted by the Designated Representative on behalf of the City in accordance with this Ordinance. In the case of a competitive sale, the Purchaser’s bid for a Series, together with the official notice of sale and a Pricing Certificate confirming the Bond Sale Terms, shall comprise the Bond Purchase Agreement.

(o) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(p) “*Bond Registrar*” means the Fiscal Agent, or any alternate bond registrar selected by the City’s Finance Director to maintain the Bond Register and carry out the other duties of the Bond Registrar set forth in this Ordinance.

(q) “*Bond Sale Terms*” means the terms and conditions for the sale of a Series of Bonds including, but not limited to the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds. The parameters for certain Bond Sale Terms are set forth in Exhibit A.

(r) “*Bonds*” means the electric utility revenue bonds of the City issued pursuant to and for the purposes provided in this Ordinance in one or more Series and with such additional series and other designation as the Designated Representative may deem appropriate.

(s) “*Book-Entry Form*” means a fully registered form in which physical bond certificates are registered only in the name of the Securities Depository (or its nominee), as Registered Owner, with the physical bond certificates held by and “immobilized” in the custody of the Securities Depository or its designee, where the system for recording and identifying the transfer of the ownership interests of the Beneficial Owners in those Bonds is neither maintained by nor the responsibility of the City or the Bond Registrar.

(t) “*City*” means the City of Richland, Washington, a municipal corporation duly organized and legally existing charter city of the first class under the laws of the State.

(u) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(v) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(w) “*Common Reserve Bonds*” means, collectively, those Parity Bonds that are designated by the City as common reserve bonds, the payment of which is secured by amounts on deposit in the Common Reserve Subaccounts, without distinction, priority or preference among the amounts drawn from any particular Common Reserve Subaccount. The Outstanding 2013B Bonds, 2015 Bonds, 2018 Bonds, 2019A Bonds, and 2019T are designated as Common Reserve Bonds. Unless otherwise designated in the Pricing Certificate approving the Bond Sale Terms for a Series of the Bonds authorized by this Ordinance, the Bonds authorized by this Ordinance are designated as Common Reserve Bonds.

(x) “*Common Reserve Subaccount*” means a Reserve Subaccount that is established in connection with a series of Common Reserve Bonds. The Common Reserve Subaccounts, collectively, constitute a pooled reserve ratably securing all Common Reserve Bonds.

(y) “*Continuing Disclosure Agreement*” means the written undertaking to provide continuing disclosure entered into pursuant to Section 8.02 of this Ordinance, in substantially the form set forth in Exhibit D.

(z) “*Contract Resource Obligation*” means an obligation of the City to make payments to another person or entity for electric energy supply, transmission or other commodity or service relating to the Electric Utility, which obligation is designated as a Contract Resource Obligation for purposes of Section 7.04 of this Ordinance.

(aa) “*Coverage Requirement*” means that, in any Fiscal Year, Adjusted Net Revenue must at least equal 1.25 times the Annual Debt Service due in that Fiscal Year on all Parity Bonds then Outstanding.

(bb) “*DTC*” means The Depository Trust Company, New York, New York, or its nominee.

(cc) “*Designated Representative*” means the officer of the City appointed in Section 3.02 of this Ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(dd) “*Electric Fund*” means that special fund created by Ordinance No. 53-17 of the City (RMC § 3.24.240) for the deposit of all revenues collected by the City from sale of electric energy or for services rendered by the Electric Utility, and for the payment of the costs and expenses to purchase electric energy, for salaries, materials, supplies, equipment, and repairs relating to sale of electric energy.

(ee) “*Electric Utility*” means the municipal electric system of the City as the same may from time to time be added to, bettered, improved and extended.

(ff) “*Finance Director*” means the person who holds the office or has the official responsibilities of Finance Director of the City or successor office.

(gg) “*First Parity Covenant Date*” means the date in which all of the 2013B Bonds and 2015 Bonds are fully redeemed or defeased.

(hh) “*Fiscal Agent*” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(ii) “*Fiscal Year*” means a year beginning January 1 and ending December 31, or such twelve-month period as may be selected by the City as its fiscal year.

(jj) “*Future Parity Bonds*” means, for purposes of this Ordinance, any and all revenue bonds of the City issued after the Issue Date of the Bonds, the payment of the principal of and interest on which constitutes a lien and charge upon the Net Revenue of the Electric Utility on a parity with the lien and charge of the Outstanding Parity Bonds and the Bonds.

(kk) “*Government Obligations*” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(ll) “*Gross Revenue of the Electric Utility*” or “*Gross Revenue*” means all of the earnings and revenues of any kind or nature received by the City from the operation and maintenance of the Electric Utility. Gross Revenue excludes: (1) revenues from assessments collected in any local improvement district or utility local improvement district; (2) amounts collected in respect of City-imposed utility taxes; (3) proceeds of grants from the federal, state or local governments; (4) gifts to the Electric Utility for capital purposes; (5) proceeds from the sale of City or Electric Utility property; (6) proceeds of City or Electric Utility obligations; (7) earnings or proceeds from any investments in any trust, defeasance or escrow fund created to defease or refund Electric Utility obligations until commingled with other earnings and revenues of the Electric Utility; and (8) Tax Credit Subsidy Payments.

(mm) “*Issue Date*” means, with respect to any Series of Bonds, the date of initial issuance and delivery of such Series to the Purchaser in exchange for the purchase price of such Series.

(nn) “*Letter of Representations*” means the Blanket Issuer Letter of Representations between the City and DTC, dated February 2, 1998, as it may be

amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(oo) “*MSRB*” means the Municipal Securities Rulemaking Board.

(pp) “*Maximum Annual Debt Service*” means, with respect to any one or more series of Parity Bonds, the maximum amount of Annual Debt Service which shall become due in any Fiscal Year.

(qq) “*Net Revenue of the Electric Utility*” or “*Net Revenue*” means Gross Revenue of the Electric Utility less Operation and Maintenance Expenses.

(rr) “*Official Statement*” means an offering document or other disclosure document required to be provided to purchasers and potential purchasers in connection with the initial offering of the Bonds in conformance with Rule 15c2-12 or other applicable regulation of the SEC.

(ss) “*Operation and Maintenance Expenses*” means all reasonable expenses incurred by the City in causing the Electric Utility to be operated and maintained in good repair, working order and condition and properly treated as maintenance and operation expenses under generally accepted accounting principles applicable to similar municipal utilities, including: payments due under Contract Resource Obligations (to the extent that the requirements in Section 7.04 are met); all payments made to another person or agency for acquisition of electric energy; any deposits, premiums, assessments or other payments for insurance, if any, on the Electric Utility; amounts paid in respect of Electric Utility employee pensions and post-employment benefits (if any); and overhead and administration expenses allocated to the Electric Utility. Operation and Maintenance Expenses excludes: non-cash accounting items (e.g., depreciation, amounts treated as expenses under accounting guidelines with respect to unfunded contributions to pension or other post-employment benefit plans, non-exchange financial guarantees, environmental liabilities, and similar items); payments on contracts for the acquisition of electric energy or capability under which no energy has been furnished to the City (other than payments under Contract Resource Obligations); and any amounts paid in respect of City imposed utility taxes or payments in lieu of taxes.

(tt) “*Outstanding*” when used with reference to any bonds or other obligations means, as of any particular date, the aggregate of all such bonds or other obligations properly authenticated and delivered, except for: (1) those cancelled at or prior to such date or delivered to or held by the Fiscal Agent at or prior to such date for cancellation; (2) those legally defeased or deemed paid in accordance with this Ordinance (or a comparable section of another ordinance authorizing the refunding or defeasance of other bonds or obligations); (3) those in lieu of or in exchange or substitution for which other bonds or obligations shall have been authenticated and delivered pursuant to their authorizing ordinances, unless such other bonds or obligations are held by a bona fide holder in due course; and (4) those which have matured or have been duly called for redemption and have not been presented for payment, and the City has sufficient money on hand to pay and redeem the same on such maturity or call dates.

(uu) “*Outstanding Parity Bonds*” means the 2013B Bonds, the 2015 Bonds, the 2018 Bonds, the 2019A Bonds, the 2019T Bonds, and any other Parity Bonds that are Outstanding as of the Issue Date.

(vv) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(ww) “*Parity Bond Test*” means: (a) with reference to the issuance of Future Parity Bonds, the conditions for issuing Future Parity Bonds set forth in Exhibit B to this Ordinance, which is incorporated herein by this reference; and (b) with reference to the designation of the Bonds as Parity Bonds, those conditions for the issuance of “future parity bonds” as defined and set forth in the ordinances authorizing the Outstanding Parity Bonds.

(xx) “*Parity Bonds*” means the Outstanding Parity Bonds, the Bonds, and any Future Parity Bonds.

(yy) “*Permitted Investments*” means any investment that is a legal investment for the money of the City at the time of such investment.

(zz) “*Plan of Additions*” means the system or plan of additions and betterments to and extensions of the Electric Utility specified, adopted and ordered to be carried out by Section 2.02 of this Ordinance.

(aaa) “*Pricing Certificate*” means a certificate executed by the Designated Representative as of the pricing date confirming the Bond Sale Terms for the sale of a Series of the Bonds to the Purchaser in a competitive sale, in accordance with the parameters set forth in this Ordinance.

(bbb) “*Principal and Interest Account*” means the subaccount of that name created in the Bond Fund by Ordinance No. 17-85 for the payment of the principal of and interest on the Parity Bonds.

(ccc) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a direct placement, underwriter in a negotiated sale or awarded as the successful bidder in a competitive sale of a Series of the Bonds.

(ddd) “*RCW*” means the Revised Code of Washington.

(eee) “*Rate Stabilization Account*” means the Electric Rate Stabilization Account authorized to be created and established pursuant to Ordinance No. 26-03.

(fff) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(ggg) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption.

(hhh) “*Registered Owner*” means, with respect to a Bond or any Parity Bond at any time Outstanding, the person in whose name that Bond or Parity Bond is registered

on the Bond Register. For so long as the Bonds are in Book-Entry Form, Registered Owner shall mean the Securities Depository.

(iii) “*Registration Ordinance*” means the Registration Ordinance for the City’s bonds and other obligations set forth in Ordinance No. 1-87 of the City.

(jjj) “*Reserve Account*” means the account of that name created in the Bond Fund by Ordinance No. 17-85 for the purpose of securing the payment of the principal of and interest on the Parity Bonds.

(kkk) “*Reserve Insurer*” means any provider of a Reserve Security acquired in connection with one or more Series of the Bonds or Future Parity Bonds.

(III) “*Reserve Requirement*” means:

(1) (A) With respect to the Common Reserve Bonds collectively, as of any date of calculation, the lesser of (i) Maximum Annual Debt Service on all Common Reserve Bonds then Outstanding, or (ii) 125% of Average Annual Debt Service on all Common Reserve Bonds then Outstanding, but at no time shall the Reserve Requirement exceed the Tax Maximum; and (B) with respect to a Series of the Bonds or any Future Parity Bonds that are designated as Common Reserve Bonds, the incremental additional amount necessary to fund the amount specified in clause (A), taking into account the amounts on deposit in the Common Reserve Subaccounts as of the Issue Date; and

(2) With respect to any Series of the Bonds or any Future Parity Bonds that are not Common Reserve Bonds, an amount (which may be equal to zero) established in the Bond Sale Terms approved pursuant to the ordinance authorizing the issuance of such Series, provided that the Reserve Requirement for such Series may not exceed the Tax Maximum.

(mmm) “*Reserve Security*” means a surety bond or policy of insurance, obtained in lieu of cash and policy limit or stated amount equal to part or all of the Reserve Requirement.

(nnn) “*Reserve Subaccount*” means a subaccount created within the Reserve Account to secure payment of debt service on a series of Parity Bonds. Each Reserve Subaccount shall include in its name a reference to the series of Parity Bonds with respect to which it was created.

(ooo) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(ppp) “*SEC*” means the United States Securities and Exchange Commission.

(qqq) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City, or the nominee of any of the foregoing. Any Securities Depository must be qualified under applicable laws and regulations to provide the services proposed to be provided by it.

(rrr) “*Series of Bonds*” or “*Series*” means a series of Bonds issued pursuant to this Ordinance.

(sss) “*State*” means the State of Washington.

(ttt) “*Subordinate Bonds*” means any electric revenue bonds or obligations payable from the Electric Fund having a charge and lien on the Net Revenue subordinate to the charge and lien on the Net Revenue of the Parity Bonds.

(uuu) “*Tax Credit Subsidy Bond*” means any bond that is designated by the City as a Tax Credit Subsidy Bond, pursuant to Section 54AA of the Code or any substantially similar taxable tax credit bond program, and which is further designated by the City as a “qualified bond” with respect to which the City is eligible to receive a tax credit payable by the United States Treasury to the City under Section 6431 or a substantially similar provision of the Code.

(vvv) “*Tax Credit Subsidy Bond Payments*” means those amounts which the City is entitled to receive from the United States Treasury in respect of any bonds issued as Tax Credit Subsidy Bonds.

(www) “*Tax-Exempt Bond*” means any Parity Bond, the interest on which is intended, as of the Issue Date, to be excludable from gross income for federal income tax purposes.

(xxx) “*Tax Maximum*” means the maximum dollar amount permitted by the Code to be allocated to a debt service reserve account from bond proceeds of tax-exempt Bonds or Tax Credit Subsidy Bonds without requiring a balance to be invested at a restricted yield.

(yyy) “*Taxable Bond*” means any Parity Bond, the interest on which is not intended, as of the Issue Date, to be excludable from gross income for federal income tax purposes.

(zzz) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement, and those Parity Bonds designated as such in the ordinances or bond purchase agreements authorizing their issuance or sale and which are subject to mandatory redemption prior to maturity or for which either mandatory sinking fund payments or mandatory prior redemption requirements are provided.

(aaaa) “*Undertaking*” means a Continuing Disclosure Agreement.

ARTICLE 2

FINDINGS AND DETERMINATIONS; PLAN OF ADDITIONS

Section 2.01 Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Electric Utility; Previously Issued Parity Bonds*. The City now owns and operates the Electric Utility. Pursuant to Ordinance No. 17-85, the City issued and sold its Electric Revenue Refunding Bonds, 1985 (the “1985 Bonds”) all of which have been paid and retired. In Ordinance No. 17-85, the City reserved the right to issue additional electric revenue bonds having a lien and charge on the Net Revenue of the Electric Utility on a parity with the lien and charge upon such Net Revenue of the 1985 Bonds for the payment of principal thereof and interest thereon, if that certain Parity Bond Test

(established in Ordinance No. 17-85 and as subsequently set forth in ordinances authorizing the issuance of additional Parity Bonds) is satisfied.

(b) *Plan of Additions.* The City is in need of funds with which to finance the Plan of Additions, the estimated aggregate cost of which is more than \$20,000,000, and the City does not have available sufficient funds to pay the costs. The life of the improvements comprising the Plan of Additions is declared to be at least 25 years.

(c) *Sufficiency of Gross Revenue.* The City Council finds and determines that, if the conditions set forth in this Ordinance for the issuance of the Bonds are satisfied, the Gross Revenue of the Electric Utility will be sufficient, in the judgment of the City Council, to meet all Operation and Maintenance Expenses; to make all necessary repairs, replacements and renewals; and to permit the setting aside from Gross Revenue into the Bond Fund of such amounts as may be required to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds as the same become due. The City Council declares that in fixing the amounts to be paid into the Bond Fund it has exercised due regard for the cost of maintenance and operation of the Electric Utility and the debt service requirements of the Outstanding Parity Bonds, and that it has not obligated the City to set aside and pay into the Bond Fund a greater amount of the Gross Revenue of the Electric Utility than in its judgment will be available for such purpose.

(d) *Satisfaction of Parity Bond Test.* As a condition of the issuance of the Bonds authorized herein, the City Council directs the Designated Representative to determine that all conditions set forth in the Parity Bond Test (as those conditions are set forth in the ordinances authorizing the Outstanding Parity Bonds) have been met and satisfied before the Bonds may be issued and delivered to the Purchaser.

(e) *Issuance of Bonds.* Based on the foregoing, the City Council finds that it is in the best interest of the City to issue and sell the Bonds in one or more Series to the respective Purchasers of each Series in a competitive or negotiated sale, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City's Designated Representative consistent with this Ordinance.

Section 2.02 Adoption of Plan of Additions. The City specifies, adopts and orders the carrying out of the projects described in Exhibit C as a system or plan of additions and betterments to and extensions of the Electric Utility. The Plan of Additions shall be carried out in accordance with the plans and specifications therefor prepared by the City's engineers and consulting engineers. The City Council may modify the details of the Plan of Additions where in its judgment it appears advisable, if such modifications do not substantially alter the purpose of such system or plan. The cost of the Plan of Additions, including the cost of issuance and sale of the Bonds, shall be paid from the proceeds of the Bonds and from other money available to the Electric Utility.

ARTICLE 3 AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 Purpose and Authorization of Bonds. For the purpose of providing funds with which: (a) to pay a portion of the cost of the Plan of Additions; (b) to satisfy the Reserve Requirement (if necessary); and (c) to pay the costs of issuance of the Bonds,

the City shall issue and sell its electric revenue bonds in one or more Series in an aggregate principal amount not to exceed \$7,800,000.

Section 3.02 Designated Representative; Description of the Bonds. The Finance Director is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Bond Sale Terms for the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this Ordinance and incorporated by this reference.

Section 3.03 Parity Certificate. At the time of issuance of the Bonds, the Designated Representative shall cause to be executed and have on file a certificate of coverage as required under the Parity Bond Test.

Section 3.04 Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal*. Each Bond shall be prepared in a form consistent with the provisions of this Ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication*. Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance: "Certificate of Authentication: This Bond is one of the fully registered City of Richland, Washington, Electric Utility Revenue Bonds, [Name of Series]." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this Ordinance.

Section 3.05 Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds; Bond Registrar*. The Bonds shall be issued only in registered form as to both principal and interest and shall be recorded on the Bond Register. The Fiscal Agent is appointed to act as Bond Registrar for each Series of the Bonds, unless otherwise determined by the Designated Representative.

(b) *Transfer and Exchange of Bonds*. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be

open to inspection by the City at all times. The Bond Register shall contain the name and mailing address of the Registered Owner of each Bond and the principal amount and number of each of the Bonds held by each Registered Owner.

The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this Ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this Ordinance and the Registration Ordinance.

The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate, Series and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(c) *Securities Depository; Book-Entry Form.* Unless otherwise determined by the Designated Representative, the Bonds initially shall be issued and registered in Book-Entry Form. The Bonds so registered shall be held fully immobilized in Book-Entry Form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of a Bond initially held in Book-Entry Form, or any portion thereof, may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City or such substitute Securities Depository's successor; or (iii) to any person if the Bond is no longer held in Book-Entry Form. Upon the resignation of the Securities Depository from its functions as depository, or upon a determination by the Finance Director to discontinue utilizing the then-current Securities Depository, the Finance Director may appoint a substitute Securities Depository. If the Securities Depository resigns from its functions as depository and no substitute Securities Depository can be obtained, or if the Finance Director determines not to utilize a Securities Depository, then the Bonds shall no longer be held in Book-Entry Form and ownership may be transferred only as provided herein. Nothing herein shall prevent the Bond Sale Terms from providing that a Series of the Bonds shall be issued in certificated form without utilizing a Securities Depository, and that the Bonds of such Series shall be registered as of their Issue Date in the names of the Owners thereof, in which case ownership may be transferred only as provided herein. Neither the City nor the Bond Registrar shall have any responsibility or obligation to participants of the Securities Depository or the persons for whom they act as nominees with respect to the Bonds regarding the accuracy of any records maintained by the Securities Depository or its participants of any amount in respect of principal of or interest on the Bonds, or any notice which is permitted or required to be given to Registered

Owners hereunder (except such notice as is required to be given by the Bond Registrar to the Securities Depository).

(d) *Lost or Stolen Bonds.* In case any Bond shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new bond or bonds of like amount, date, tenor, and effect to the Registered Owner(s) thereof upon the Registered Owner(s)' paying the expenses and charges of the City in connection therewith and upon filing with the Bond Registrar evidence satisfactory to the Bond Registrar that such bond or bonds were actually lost, stolen or destroyed and of Registered Ownership thereof, and upon furnishing the City with indemnity satisfactory to both.

ARTICLE 4 PAYMENT OF BONDS; REDEMPTION PROVISIONS

Section 4.01 Payment of Bonds; Failure to Pay.

(a) *Payment of Bonds.* Principal of and interest on each Bond shall be payable in lawful money of the United States of America on the dates and in the amounts provided in the Bond Purchase Agreement. Principal of and interest on each Bond shall be payable solely out of the Bond Fund. The Bonds shall not be general obligations of the City. No Bonds of any Series shall be subject to acceleration under any circumstances.

(b) *Bonds Held In Book-Entry Form.* Principal of and interest on each Bond held in Book-Entry Form is payable in the manner set forth in the Letter of Representations.

(c) *Bonds Not Held In Book-Entry Form.* Interest on each Bond not held in Book-Entry Form is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not held in Book-Entry Form is payable upon presentation and surrender (unless waived by the City) of the Bond by the Registered Owner to the Bond Registrar.

(d) *Failure To Pay Bonds.* If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay, solely from the sources pledged herein, interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 4.02 Redemption and Purchase of Bonds.

(a) *Optional Redemption.* Any of the Bonds may be subject to redemption prior to their stated maturity dates at the option of the City at the times and on the terms set forth in the Bond Purchase Agreement.

(b) *Mandatory Redemption.* Any of the Bonds may be designated as Term Bonds, subject to mandatory redemption on the dates and in the amounts as set forth in the Bond Purchase Agreement. If not redeemed or purchased at the City's option prior to maturity, Term Bonds (if any) must be redeemed, at a price equal to one hundred percent of the principal amount to be redeemed, plus accrued interest, on the dates and in the years and amounts set forth in the Bond Purchase Agreement. If the City optionally redeems or purchases a Term Bond prior to maturity, the principal amount of that Term Bond that is so redeemed or purchased (irrespective of its redemption or purchase price) shall be credited against the remaining mandatory redemption requirements for that Term Bond in the manner as directed by the Finance Director. In the absence of direction by the Finance Director, credit shall be allocated to the remaining mandatory redemption requirements for that Term Bond on a *pro rata* basis.

(c) *Extraordinary Redemption.* Any of the Bonds may be subject to extraordinary optional or extraordinary mandatory redemption prior to maturity upon the occurrence of an extraordinary event at the prices, in the principal amounts, and on the dates, all as set forth in the Bond Purchase Agreement.

(d) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds available for purchase at any time at any price acceptable to the City plus accrued interest to the date of purchase.

(e) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds of any Series are to be redeemed at the option of the City, the Finance Director shall select the Series and maturity or maturities to be redeemed. If less than all of the principal amount of a maturity of the selected Series is to be redeemed, if such Series is held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected for redemption by the Securities Depository in accordance with the Letter of Representations, and if the Series is not then held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected by the Bond Registrar using such method of random selection as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any applicable Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, seniority, maturity, and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

Section 4.01 Notice of Redemption; Rescission of Notice.

(a) *Notice of Redemption.* Unless otherwise set forth in the Bond Purchase Agreement, the City must cause notice of any intended redemption of Bonds to be given not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of any Bond to be redeemed at the address appearing on the Bond Register on the Record Date, and the requirements of this sentence shall be deemed to have been fulfilled when notice has been mailed as so provided, whether or not it is actually received by the Owner of any Bond. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Continuing Disclosure Agreement), to each Rating Agency,

and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond. Notwithstanding the foregoing, notice of redemption of any Bond held in Book-Entry Form shall be given in accordance with the Letter of Representations.

(b) *Rescission of Optional Redemption Notice.* In the case of an optional redemption or an extraordinary redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(c) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

ARTICLE 5 SECURITY FOR THE BONDS

Section 5.01 Security for the Bonds. The Bonds shall be designated as Parity Bonds and shall be a special limited obligation of the City payable from and secured solely by the Net Revenue of the Electric Utility and by money in the Principal and Interest Account of the Bond Fund. Each Series of the Bonds that is designated as Common Reserve Bonds is further secured by money in the Common Reserve Subaccounts. The Net Revenue is pledged to make the payments into the Bond Fund and the Reserve Account, if any, required by Section 5.02, which pledge shall constitute a lien and charge upon such Net Revenue prior and superior to all other charges whatsoever. Each Series of the Bonds designated as Parity Bonds shall be issued on parity with the Outstanding Parity Bonds and all Future Parity Bonds, without regard to date of issuance or authorization and without preference or priority of right or lien. The Bonds shall not constitute general obligations of the City, the State or any political subdivision of the State or a charge upon any general fund or upon any money or other property of the City, the State or any political subdivision of the State not specifically pledged by this Ordinance.

Section 5.02 Priority Expenditure of Gross Revenue; Flow of Funds. The City covenants and agrees with the owner of each Bond that it will deposit all Gross Revenue of the Electric Utility into the Electric Fund as collected, and will use, pay out and distribute the Gross Revenue of the Electric Utility in the following order of priority:

- (a) To pay Operation and Maintenance Expenses;
- (b) To meet the debt service requirements with respect to, first, the interest due on and, then, the principal of the Parity Bonds by making the required payments into the Principal and Interest Account;

(c) To make the required payments, if any, into the Common Reserve Subaccount (including amounts required to repay any draws upon a Reserve Security) and into any other account or subaccount in the Bond Fund; and

(d) For any of the following purposes, without priority: to meet the debt service requirements with respect to any Subordinate Bonds; to redeem and retire any then Outstanding electric revenue bonds or to purchase any or all of those bonds and obligations in the open market as provided in the ordinance authorizing their issuance; to make necessary betterments and replacements of or repairs, additions or extensions to the Electric Utility; to make deposits into the Rate Stabilization Account; or for any other lawful Electric Utility purpose.

Section 5.03 The Bond Fund.

(a) *Bond Fund Established.* The Bond Fund was created by the City pursuant to Ordinance No. 17-85 for the purpose of paying and securing the payment of principal of and interest on the Parity Bonds as the same becomes due and payable. The Bond Fund is divided into two subaccounts, the Principal and Interest Account and the Reserve Account. The Finance Director may create sinking fund subaccounts or other accounts or subaccounts in the Bond Fund for paying or securing the payment of Parity Bonds, as long as the maintenance of such subaccounts does not conflict with the rights of the owners of any Parity Bonds then Outstanding.

(b) *Principal and Interest Account.* The Parity Bonds, including the Bonds, are payable (including principal, mandatory redemption requirements, redemption premium, if any, and interest) out of the Principal and Interest Account.

(c) *The Reserve Account.* The Reserve Account has been previously created for the purpose of securing the payment of the principal of and interest on all Parity Bonds. Except for withdrawals authorized in this section, the money held in those subaccounts within the Reserve Account that is necessary to satisfy the respective Reserve Requirements for each series of Parity Bonds shall otherwise be held intact. Any deficiency created by reason of such a withdrawal shall be made up from the Net Revenue first available after making necessary provision for the required payments into the Principal and Interest Account. However, to the extent required under the applicable Reserve Security policy, the Reserve Insurer with respect to a Reserve Security that has been drawn upon shall be reimbursed first, before available cash is used to restore the remaining balance of the respective Reserve Requirements. Amounts on deposit in the Reserve Account (or any subaccount therein) that are determined to be in excess of the Reserve Requirement shall be deposited in the Principal and Interest Account or into a Rebate Account, to the extent required under the Code. The City reserves the right to substitute one or more Reserve Securities for money previously deposited in the Common Reserve Subaccount and to withdraw such excess as described in the preceding sentence.

(d) *Reserve Subaccounts.* The Reserve Requirement for the Bonds are provided for in subsection (e), below.

In the Ordinance authorizing the issuance of any series of Future Parity Bonds, the City shall: (1) determine whether such series is to be designated as a series of Common

Reserve Bonds or is to be secured by a standalone Reserve Subaccount or no reserve subaccount, ***provided that, until the First Parity Covenant Date, each such Reserve Subaccount shall be designated as a Common Reserve Subaccount and, thereafter, such Reserve Subaccount may either: (i) remain a Common Reserve Subaccount; or (ii) become a standalone reserve for which the applicable Reserve Requirement may then be recalculated, reduced or eliminated, as set forth in the relevant authorizing Ordinance;*** (2) establish the Reserve Requirement (if any) for that series of Future Parity Bonds, and (3) covenant to maintain such subaccounts within the Reserve Account as may be necessary to satisfy that future Reserve Requirement.

The Common Reserve Subaccounts shall ratably secure the Common Reserve Bonds. If the money in the Principal and Interest Account is insufficient to meet required payments of either interest on or principal of any Common Reserve Bonds, such deficiency shall be made up by the withdrawal of money (or proceeds of Reserve Securities, if available) from the Common Reserve Subaccounts. Any withdrawals from the Common Reserve Subaccounts shall be made on a *pro rata* basis, except when the terms of a Reserve Security require all cash and investments in the Common Reserve Subaccount to be withdrawn before any draw or claim is made on the Reserve Security, or unless the City receives an opinion of Bond Counsel to the effect that such *pro rata* withdrawal is not required to maintain the federal tax benefits (if any) of any then-Outstanding Common Reserve Bonds issued as tax-exempt Bonds or Tax Credit Subsidy Bonds. If multiple Reserve Securities are on deposit in the Common Reserve Subaccounts, draws on such Reserve Securities shall be made on a *pro rata* basis.

(e) *The 2021 Reserve Requirement.* On the Issue Date of each Series of the Bonds, the Finance Director shall cause to be deposited into the Reserve Account (or a Reserve Subaccount created therein for this purpose) an amount which will equal the Reserve Requirement for that Series of the Bonds (if any), which may be funded by any combination of the following methods: (1) in cash deposited on the Issue Date; (2) in cash deposited in approximately equal monthly installments which shall be accumulated by no later than five years from the Issue Date; or (3) by the deposit of one or more Reserve Securities, the face amount of which, together with any cash amount deposited therein, is equal to the Reserve Requirement for the Bonds, if any. The Designated Representative shall determine the Reserve Requirement for each Series of Bonds as of its Issue Date, which shall be set forth in the applicable Bond Purchase Agreement or Pricing Certificate and, as to any Series issued as Tax-Exempt Bonds or Tax Credit Subsidy Bonds, shall be an amount equal to no greater than the Tax Maximum. For so long as the Series remains designated as Common Reserve Bonds the Reserve Requirement shall not be set at a level that would cause the Common Reserve Requirement to exceed the Tax Maximum.

Section 5.04 Required Payments Into the Bond Fund; Investment of Money in the Bond Fund.

(a) *Required Payments Into the Bond Fund.* The City covenants to set aside and pay into the Bond Fund out of the Net Revenue, a fixed amount without regard to any fixed proportion, as follows:

(1) Into the Principal and Interest Account, on or before each debt service payment date, an amount sufficient (together with other money then on deposit, including investment earnings retained therein) to pay the principal and interest to become due on the Parity Bonds (including required amounts for mandatory redemption of Term Bonds) on that debt service payment date.

(2) Into the Reserve Account, such amounts as may be required (if any) to be deposited to the subaccounts therein to satisfy the Reserve Requirements for the Common Reserve Bonds, as set forth in Section 5.03.

When the total amount on deposit in the Bond Fund shall equal the total amount of principal and interest for all Parity Bonds then Outstanding to the last maturity thereof, no further payment need be made into the Bond Fund and the amounts in the Reserve Account shall be deposited in the Principal and Interest Account to be applied against the last Parity Bonds Outstanding.

(b) *Failure to Make Payments Into the Bond Fund.* If the City fails to set aside and pay into the Bond Fund the amounts set forth above or fails to pay the principal of and interest on the Bonds when due in accordance with this Ordinance, the owner of any of the Outstanding Parity Bonds may bring action against the City to compel the setting aside and payment of the amounts required.

(c) *Investment of Money in Bond Fund.* Money in the Bond Fund shall, to the fullest extent practicable and reasonable, be invested and reinvested at the direction of the Finance Director solely in, and obligations deposited in such accounts shall consist of, Permitted Investments. Earnings on money and investments in the Principal and Interest Account shall be deposited in and used for the purposes of that fund. Earnings on money and investments in the Reserve Account (and the subaccounts therein) shall be retained in such account or subaccount and credited against amounts required to be deposited therein until the applicable Reserve Requirement is met, and thereafter such earnings shall be deposited in the Principal and Interest Account. In no event shall any money in the Bond Fund or any other money reasonably expected to be used to pay principal of and/or interest on the Bonds be invested at a yield or used in any manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and applicable regulations thereunder. Any earnings that are subject to a federal tax or rebate requirement may be withdrawn from the Bond Fund for deposit in a Rebate Account as described in Section 7.02.

ARTICLE 6 USE OF BOND PROCEEDS

Section 6.01 Disposition and Use of Bond Proceeds.

(a) *Project Fund Deposit.* On the Issue Date, the proceeds of the Bonds that are allocated to the financing of the Plan of Additions shall be deposited in the appropriate accounts of the Electric Utility Fund designated by the Finance Director to pay costs of carrying out the Plan of Additions. If required and as determined by the Designated Representative, proceeds of a Series of the Bonds may be deposited in the Reserve

Account (or a Reserve Subaccount for that Series) and/or used to purchase a Reserve Security to satisfy the Reserve Requirement for that Series of the Bonds.

(b) *Costs of Issuance.* Bond proceeds to be used to pay costs of issuance may be held in such accounts within the City as the Finance Director may determine pending their use to pay costs of issuance.

ARTICLE 7 BOND COVENANTS; FUTURE PARITY BONDS

Section 7.01 Bond Covenants. The City covenants and agrees with the Owner of each Bond at any time Outstanding, as follows:

(a) It will establish, maintain and collect rates and charges sufficient to meet the Coverage Requirement.

(b) It will at all times maintain and keep the Electric Utility in good repair, working order and condition, and also will at all times operate that utility, and the business in connection therewith, in an efficient manner and at a reasonable cost.

(c) It will not sell, lease, mortgage, or in any manner encumber or dispose of all, or substantially all, of the property of the Electric Utility unless provision is made for the payment into the Bond Fund of sums sufficient to pay the principal of and interest on the Parity Bonds then Outstanding. Furthermore, it will not sell, lease, mortgage, or in any manner encumber or dispose of, in any year, more than 5% of the property of the Electric Utility that is used, useful and material to the operation thereof, unless provision is made for replacement thereof, or for payment into the Bond Fund of the total amount of the proceeds of such sales, leases, mortgages, encumbrances or dispositions. Any such money so paid into the Bond Fund shall be used to retire the Parity Bonds then Outstanding at the earliest possible date. In addition, it will not contract with another entity operating an electric utility to surrender any substantial territory which the Electric Utility serves or plans to serve with electricity without replacing the Gross Revenue received, or expected to be received, from that territory with revenue from another source or other equivalent compensation.

(d) It will, while any of the Bonds remain Outstanding, keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Electric Utility, and it will furnish, at the written request of the owners of \$1,000,000 in Outstanding principal amount of the Bonds, complete operating and income statements of the Electric Utility in reasonable detail covering any calendar year not more than 90 days after the close of such calendar year. Upon request of any owner or owners of any of the Bonds, it will also furnish to such owner or owners a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof.

(e) Except to aid the poor and infirm consistent with the state constitution, it will not furnish municipal electric service to any customer (including the City) whatsoever free of charge and will promptly take legal action to enforce collection of all delinquent accounts.

(f) It will carry the type of insurance on its Electric Utility property in the amounts normally carried by private electric utility companies engaged in the operation of electric utility systems, or in the alternative, it may self-insure or, through an association of other municipalities, insure such property in similar amounts. The cost of such insurance or self-insurance shall be considered part of Operation and Maintenance Expenses of the Electric Utility.

(g) It will pay, out of Gross Revenue, all Operation and Maintenance Expenses and the debt service requirements of the Parity Bonds, and will otherwise meet the obligations of the City as herein set forth.

(h) It will not permit or enter into any obligation which is to have a prior or equal claim or lien on the Net Revenue of the Electric Utility except as permitted in Section 7.05 of this Ordinance and in compliance with the Parity Bond Test.

Section 7.02 Rebate Account. The Finance Director is authorized to establish and maintain a special fund or account for the purpose of complying with the covenants set forth in Section 8.01(a) relating to arbitrage rebate requirements. All earnings from the investment of Tax-Exempt Bond proceeds, or money treated as Tax-Exempt Bond proceeds under the Code, including money in the Common Reserve Subaccount and allocated to a Tax-Exempt Series of Bonds, in excess of the earnings invested at the yield on such Bonds determined under the Code, shall be deposited in such fund or account, and any earnings therefrom shall be retained therein until required by the Code to be paid to the United States government or until it shall be determined that such money is not required to be so paid. Such fund or account shall be a trust fund established for the benefit of the United States government.

Section 7.03 Rate Stabilization Account. The Finance Director may, at any time consistent with the flow of funds set forth in Section 5.02 of this Ordinance, deposit Net Revenue (and any other available money of the City, excluding principal proceeds of any Future Parity Bonds or other borrowing) into the Rate Stabilization Account. The City may, upon authorization by ordinance, at any time withdraw money from the Rate Stabilization Account for inclusion in the Adjusted Net Revenue for the current Fiscal Year, except that the total amount withdrawn from the Rate Stabilization Account in any Fiscal Year may not exceed an amount equal to the total debt service of the Electric Utility in that year. Such deposits or withdrawals may be made up to and including the date 90 days after the end of the Fiscal Year for which the deposit or withdrawal will be included as Adjusted Net Revenue. Earnings from investments in the Rate Stabilization Account shall be retained in that account and shall not be included as Net Revenue unless and until withdrawn from that account as provided herein. The City may deposit earnings from investments in the Rate Stabilization Account into any Electric Utility fund or account as authorized by ordinance, and such deposits shall be included as Adjusted Net Revenue in the year of deposit. No deposit of Net Revenue shall be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant Fiscal Year.

Section 7.04 Contract Resource Obligations. The City may at any time enter into one or more Contract Resource Obligations for the acquisition, from facilities to be

constructed, of electric energy supply, transmission or other commodity or service relating to the Electric Utility. The City may determine that, and may agree under a Contract Resource Obligation to provide that, all payments under that Contract Resource Obligation (including payments prior to the time that electric energy supply or transmission or other commodity or service is being provided, or during a suspension or after termination of supply or service) shall be Operation and Maintenance Expenses if the payments required to be made under the Contract Resource Obligation are not subject to acceleration and the following additional requirements are met at the time such a Contract Resource Obligation is entered into or is deemed to be a Contract Resource Obligation hereunder:

(a) No event of default has occurred and is continuing under the terms of any debt obligation of the City in respect of the Electric Utility; and

(b) There shall be on file a certificate of an independent licensed professional engineer or engineering firm stating that in his, her or its professional opinion:

(1) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply or transmission rendered;

(2) the source of any new supply, and any facilities to be constructed to provide the supply or transmission, are sound from an electric energy or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide supply or transmission no later than a date set forth in the independent licensed professional engineer's certification; and

(3) the Net Revenue of the Electric Utility will be sufficient to meet the Coverage Requirement for each of the five Fiscal Years following the year in which the Contract Resource Obligation is incurred, where the calculation of Net Revenue: (i) takes into account the adjustments to Gross Revenue permitted under the Parity Bond Test; and (ii) adjusts the Operation of Maintenance Expenses by the independent licensed professional engineer's estimate of the payments to be made in accordance with the Contract Resource Obligation.

Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service relating to the Electric Utility from existing facilities and from treating those payments as Operation and Maintenance Expenses. Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting a lien and charge on the Net Revenue of the Electric Utility subordinate to that of the Parity Bonds.

Section 7.05 Future Parity Bonds; Subordinate Bonds. The City covenants with the owner of each of the Bonds for as long as any of the same are Outstanding that it will not create any special fund or funds for the payment of the principal of and interest on

any additional electric revenue bonds or incur any other obligation that will have any priority over the payments that are required by this Ordinance to be made into the Bond Fund out of the Net Revenue. With respect to Future Parity Bonds, the City covenants that it will issue Future Parity Bonds only if the Parity Bond Test is met and complied with at the time of issuance of such Future Parity Bonds. If the Parity Bond Test is met and complied with at the time of the issuance of such Future Parity Bonds, then payments into the Bond Fund with respect to such Future Parity Bonds shall rank equally with the payments out of the Net Revenue required to be made into the Bond Fund by the ordinances authorizing the issuance of Outstanding Parity Bonds and this Ordinance. Nothing in this Ordinance shall prevent the City from issuing Subordinate Bonds.

ARTICLE 8 FEDERAL TAX AND DISCLOSURE MATTERS.

Section 8.01 Federal Tax Matters. For each Series of the Bonds, the City's Designated Representative shall determine whether such Series is to be issued as Tax-Exempt Bonds, Tax Credit Subsidy Bonds or Taxable Bonds, and may approve such additional terms and covenants relating to federal tax matters as the Designated Representative deems necessary or appropriate, including the following:

(a) *Tax-Exempt Bonds*. For each Series of the Bonds issued as Tax-Exempt Bonds, the City covenants that it will take all actions that are reasonably within its power and necessary to prevent interest on that Series from being included in gross income for federal income tax purposes. The City further covenants that it will neither take any action nor make or permit any use of gross proceeds of that Series (or other funds of the City treated as gross proceeds of that Series) at any time during the term of such Series that will cause interest on such Series to be included in gross income for federal income tax purposes. The City also covenants that, to the extent the arbitrage rebate requirement of Section 148 of the Code is applicable to any Series issued as Tax-Exempt Bonds, it will take all actions necessary to comply (or to be treated as having complied) with that requirement in connection with that Series (including the calculation and payment of any penalties that the City may elect to pay as an alternative to calculating rebatable arbitrage and the payment of any other penalties if required under Section 148 of the Code) to prevent interest on such Series from being included in gross income for federal income tax purposes.

(b) *Taxable Bonds; Tax Credit Subsidy Bonds*. For each Series of the Bonds issued as Taxable bonds or as Tax Credit Subsidy Bonds, if any, the Designated Representative is authorized to make provision in the Bonds and related documents, to execute additional written agreements, and to make additional covenants on behalf of the City, all as he or she may deem necessary or appropriate in order to obtain, maintain, and administer such tax status. In the case of Tax Credit Subsidy Bonds, such additional covenants and agreement may include (without limiting the generality of the foregoing) those necessary in order for the City: (i) to receive from the United States Treasury the applicable Tax Credit Subsidy Payments in respect of such Tax Credit Subsidy Bonds; and (ii) to ensure that such Series otherwise become and remain eligible for tax benefits under the Code.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this Ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

Section 8.02 Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement.* The Designated Representative and other appropriate City officials are directed to cause the preparation of and review the form of a preliminary Official Statement in connection with each sale of one or more Series to the public. For the sole purpose of an underwriter's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been deemed final in accordance with this subsection.

(b) *Final Official Statement.* The City approves the preparation of a final Official Statement for the Bonds to be sold to the public in the form of the preliminary Official Statement that has been deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser, if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of the Bonds.

(c) *Agreement to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds (the "Continuing Disclosure Agreement") in substantially the form attached as Exhibit D.

ARTICLE 9 AMENDMENTS; DEFAULTS AND REMEDIES

Section 9.01 Amendatory Ordinances. This Ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section. Ordinances authorizing the issuance of Future Parity Bonds shall not be deemed to be supplemental or amendatory ordinances described in this section.

(a) *Amendments Not Requiring Consent.* The City may from time to time and at any time, without the consent of or notice to the Registered Owners of the Parity Bonds at the time Outstanding, pass amendatory ordinances as set forth below. Before the City shall pass any such amendatory ordinance pursuant to this subsection (b), there shall have been delivered to the City an opinion of Bond Counsel, stating that such amendatory ordinance is authorized or permitted by this Ordinance and will, upon the execution and

delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on any Parity Bonds issued as tax-exempt bonds.

(1) to cure any formal defect, omission, inconsistency or ambiguity in this Ordinance in a manner not adverse to the Owner of any Parity Bond;

(2) to impose upon the Bond Registrar (with its consent) for the benefit of the Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(3) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this Ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(4) to confirm, as further assurance, any pledge under, and to subject to any claim, lien or pledge created or to be created by, this Ordinance any other money, securities or funds;

(5) to authorize different denominations of the Bonds and to make correlative amendments and modifications to this Ordinance regarding exchangeability of Outstanding Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature; and

(6) to modify, alter, amend or supplement this Ordinance in any other respect which is not materially adverse to the Owners of the Parity Bonds at the time Outstanding, and which does not involve a change described in subsection (c) of this section.

(b) *Amendments Requiring Supermajority Consent.* In addition to an amendatory ordinance passed pursuant to subsection (b) above, the Registered Owners of not less than 60% in aggregate principal amount of Parity Bonds then Outstanding shall have the right from time to time to consent to and approve the passage by the City of any amendatory ordinance deemed necessary or desirable by the City Council for the purpose of amending or supplementing, in any particular, any of the terms or provisions contained in this Ordinance, as follows:

(1) Prior to passage of the proposed amendatory ordinance, the City shall cause notice of the proposed amendatory ordinance to be given by first class United States mail to all Registered Owners of the Parity Bonds then Outstanding, to any Bond Insurer providing a bond insurance policy then in effect with respect to an issue of Parity Bonds, to the extent required under such policy, and each Rating Agency. Such notice shall briefly set forth the nature of the proposed amendatory ordinance and shall state that

a copy thereof is on file at the office of the City Clerk for inspection by all Registered Owners of the Outstanding Bonds.

(2) Within two years after the date of the mailing of such notice, the City may pass such amendatory ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the Registered Owners of the Bonds, and (ii) an opinion of Bond Counsel stating that such amendatory ordinance is authorized or permitted by this Ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of the interest on the Bonds.

(3) If Registered Owners of not less than 60% of Parity Bonds then Outstanding have consented to the passage of the amendatory ordinance as herein provided, no owner of the Bonds shall have any right to object to the passage of such amendatory ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City from passing the same or from taking any action pursuant thereto.

(c) *Amendments Requiring Unanimous Consent.* Nothing contained in this section shall permit, or be construed as permitting, except upon consent of all of the Registered Owners of the Parity Bonds then Outstanding: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Parity Bond then Outstanding, or a reduction in the principal amount or redemption price of any Parity Bond then Outstanding, or a change in the method of redemption or redemption price of any Parity Bond then Outstanding, or a change in the method of determining the rate of interest thereon; (ii) a preference or priority of any bond or bonds over any other bond or bonds; or (iii) a reduction in the aggregate principal amount of Parity Bonds.

(d) *Effect of Amendment.* Upon the passage of any amendatory ordinance pursuant to the provisions of this section, this Ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City and all Registered Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced under this Ordinance subject in all respects to such amendments.

Section 9.02 Defaults and Remedies. *The following Section 9.02 shall go into effect as of the First Parity Covenant Date:*

(a) Events of Default. *The following shall constitute "Events of Default" with respect to the Bonds:*

(1) *If a default is made in the payment of the principal of or interest on any of the Bonds when the same shall become due and payable;*
or

(2) *If the City defaults in the observance and performance of any other of the covenants, conditions and agreements on the part of the City set forth in this Ordinance or any covenants, conditions or agreements on the part of the City contained in any Parity Bond authorizing ordinance and such default or defaults have continued for a period of six months after they have received from the Bondowners' Trustee (as defined below) or from the registered owners of not less than 25% in principal amount of the Parity Bonds, a written notice specifying and demanding the cure of such default. However, if the default in the observance and performance of any other of the covenants, conditions and agreements is one which cannot be completely remedied within the six months after written notice has been given, it shall not be an Event of Default with respect to the Bonds as long as the City has taken active steps within 90 days after written notice has been given to remedy the default and is diligently pursuing such remedy.*

(3) *If the City files a petition in bankruptcy or is placed in receivership under any state or federal bankruptcy or insolvency law.*

(b) *Bondowners' Trustee. So long as such Event of Default has not been remedied, a bondowners' trustee (the "Bondowners' Trustee") may be appointed by the registered owners of 25% in principal amount of the Parity Bonds then outstanding, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Parity Bonds or by their attorneys-in-fact duly authorized and delivered to such Bondowners' Trustee, notification thereof being given to the City. That appointment shall become effective immediately upon acceptance thereof by the Bondowners' Trustee. Any Bondowners' Trustee appointed under the provisions of this section shall be a bank or trust company organized under the laws of the State of Washington or the State of New York or a national banking association. The bank or trust company acting as Bondowners' Trustee may be removed at any time, and a successor Bondowners' Trustee may be appointed, by the registered owners of a majority in principal amount of the Parity Bonds, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Bonds or by their attorneys-in-fact duly authorized. The Bondowners' Trustee may require such security and indemnity as may be reasonable against the costs, expenses and liabilities that may be incurred in the performance of its duties. If any Event of Default is, in the sole judgment of the Bondowners' Trustee, cured and the Bondowners' Trustee furnishes to the City a certificate so stating, that Event of Default shall be conclusively deemed to be cured and the City, the Bondowners' Trustee and the registered owners of the Parity Bonds shall be restored to the same rights and position which they would have held if no Event of Default had occurred. The Bondowners' Trustee appointed in the manner herein provided, and each successor thereto, is declared to be a trustee for the registered owners of all the Parity Bonds and is empowered to exercise all the rights and powers herein conferred on the Bondowners' Trustee.*

(c) *Suits at Law or in Equity. Upon the happening of an Event of Default and during the continuance thereof, the Bondowners' Trustee may (and, upon the written request of the registered owners of not less than 25% in principal amount of the Parity Bonds outstanding, must) take such steps and institute such suits, actions or other*

proceedings, all as it may deem appropriate for the protection and enforcement of the rights of the registered owners of the Parity Bonds, to collect any amounts due and owing to or from the City, or to obtain other appropriate relief, and may enforce the specific performance of any covenant, agreement or condition contained in this Ordinance or in any of the Parity Bonds. Any action, suit or other proceedings instituted by the Bondowners' Trustee hereunder shall be brought in its name as trustee for the owners of the Parity Bonds and all such rights of action upon or under any of the Parity Bonds or the provisions of this Ordinance may be enforced by the Bondowners' Trustee without the possession of any of those Parity Bonds and without the production of the same at any trial or proceedings relative thereto except where otherwise required by law. Any such suit, action or proceeding instituted by the Bondowners' Trustee shall be brought for the ratable benefit of all of the owners of those Parity Bonds, subject to the provisions of this Ordinance. The respective owners of the Parity Bonds, by taking and holding the same, shall be conclusively deemed irrevocably to appoint the Bondowners' Trustee the true and lawful trustee of the respective owners of those Parity Bonds, with authority to institute any such action, suit or proceeding; to receive as trustee and deposit in trust any sums becoming distributable on account of those Parity Bonds; to execute any paper or documents for the receipt of money; and to do all acts with respect thereto that the registered owner himself or herself might have done in person. Nothing herein shall be deemed to authorize or empower the Bondowners' Trustee to consent to accept or adopt, on behalf of any registered owner of the Parity Bonds, any plan of reorganization or adjustment affecting the Parity Bonds or any right of any registered owner thereof, or to authorize or empower the Bondowners' Trustee to vote the claims of the registered owners thereof in any receivership, insolvency, liquidation, bankruptcy, reorganization or other proceeding to which the City is a party.

(d) *No Acceleration. Nothing contained in this section shall, in any event or under any circumstance, be deemed to authorize the acceleration of maturity of principal on the Parity Bonds, and the remedy of acceleration is expressly denied to the owners of the Parity Bonds under any circumstances including, without limitation, upon the occurrence and continuance of an Event of Default.*

(e) *Application of Money Collected by Bondowners' Trustee. Any money collected by the Bondowners' Trustee at any time pursuant to this section shall be applied in the following order of priority:*

(1) *First, to the payment of the charges, expenses, advances and compensation of the Bondowners' Trustee and the charges, expenses, counsel fees, disbursements and compensation of its agents and attorneys.*

(2) *Second, to the payment to the persons entitled thereto of all installments of interest then due on the Parity Bonds in the order of maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference.*

(3) *Third, to the payment to the persons entitled thereto of the unpaid principal amounts of any Parity Bonds which shall have become due*

(other than Parity Bonds previously called for redemption for the payment of which money is held pursuant to the provisions hereto), whether at maturity or by proceedings for redemption or otherwise, in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal amounts due on the same date, then to the payment thereof ratably, according to the principal amounts due thereon to the persons entitled thereto, without any discrimination or preference.

(f) *Duties and Obligations of Bondowners' Trustee. The Bondowners' Trustee shall not be liable except for the performance of such duties as are specifically set forth herein. During an Event of Default, the Bondowners' Trustee shall exercise such of the rights and powers vested in it hereby, and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. The Bondowners' Trustee shall have no liability for any act or omission to act hereunder except for the Bondowners' Trustee's own negligent action, its own negligent failure to act or its own willful misconduct. The duties and obligations of the Bondowners' Trustee shall be determined solely by the express provisions of this Ordinance, and no implied powers, duties or obligations of the Bondowners' Trustee shall be read into this Ordinance. The Bondowners' Trustee shall not be required to expend or risk its own funds or otherwise incur individual liability in the performance of any of its duties or in the exercise of any of its rights or powers as the Bondowners' Trustee, except as may result from its own negligent action, its own negligent failure to act or its own willful misconduct. The Bondowners' Trustee shall not be bound to recognize any person as a registered owner of any Bond until his or her title thereto, if disputed, has been established to its reasonable satisfaction. The Bondowners' Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Bondowners' Trustee shall not be answerable for any neglect or default of any person, firm or corporation employed and selected by it with reasonable care.*

(g) *Suits by Individual Bondowners Restricted. Neither the registered owner nor the beneficial owner of any one or more of Parity Bonds shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of same unless:*

- (1) an Event of Default has happened and is continuing; and*
- (2) a Bondowners' Trustee has been appointed; and*
- (3) such owner previously shall have given to the Bondowners' Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted; and*
- (4) the registered owners of 25% in principal amount of the then outstanding Parity Bonds have made, after the occurrence of such Event of Default, written request of the Bondowners' Trustee and have afforded the Bondowners' Trustee a reasonable opportunity to institute such suit, action or proceeding; and*

(5) *there have been offered to the Bondowners' Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and*

(6) *the Bondowners' Trustee has refused or neglected to comply with such request within a reasonable time.*

No registered owner or beneficial owner of any Parity Bond shall have any right in any manner whatever by his or her action to affect or impair the obligation of the City to pay from the Net Revenue the principal of and interest on such Parity Bonds to the respective owners thereof when due.

ARTICLE 10 MISCELLANEOUS

Section 10.01 Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include: (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account") money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this Ordinance and (except as hereinafter provided) in the Net Revenue of the Electric Utility, funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds from the trust account and, if funds in the trust account are not available for such payment, shall have the residual right to receive payment of the principal of and interest on the defeased Bonds from the Net Revenue of the Electric Utility without any priority of lien or charge against that revenue or covenants with respect thereto except to be paid therefrom. After the establishing and full funding of such a trust account, the City may then apply any money in any other fund or account established for the payment or redemption of the defeased Bonds to any lawful purposes as it shall determine, subject only to the rights of the owners of any other Parity Bonds then Outstanding.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this Ordinance for the redemption of Bonds.

If the refunding or defeasance plan provides that the defeased Bonds or the refunding bonds to be issued be secured by money and/or Government Obligations pending the prior redemption of the defeased Bonds and if such refunding plan also provides that certain money and/or Government Obligations are pledged irrevocably for the prior redemption of the defeased Bonds included in that refunding plan, then only the debt service on the Bonds which are not defeased Bonds and the refunding bonds, the

payment of which is not so secured by the refunding plan, shall be included in the computation of the Coverage Requirement for the issuance of Future Parity Bonds and the annual computation of coverage for determining compliance with the rate covenants.

Section 10.02 Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of Bonds by negotiated sale, direct placement or competitive sale, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials, staff, municipal advisors, Bond Counsel and other advisors. In determining the method of sale and accepting the Bond Sale Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Direct Placement.* If the Designated Representative determines that a Series of Bonds is to be sold by negotiated sale or direct placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement shall set forth the Bond Sale Terms. The Designated Representative is authorized to execute and deliver the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this Ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth bid parameters that the Designated Representative deems appropriate consistent with this Ordinance. Bids for the purchase of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall accept bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and to accept the winning bidder's offer to purchase the Bonds with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate consistent with the terms of this Ordinance. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative deems it to be in the City's best interest to do so. If all bids are rejected, the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this Ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 10.03 General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take

such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this Ordinance, and to do everything necessary for the prompt delivery of each Series of Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this Ordinance in furtherance of the purposes described in this Ordinance and not inconsistent with the terms of this Ordinance are ratified and confirmed in all respects.

Section 10.04 Severability. The provisions of this Ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this Ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this Ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 10.05 Effective Date of Ordinance. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular open public meeting thereof, this ____ day of _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

Exhibit A - PARAMETERS FOR BOND SALE TERMS

- | | |
|-----------------------------------|---|
| (a) Principal Amount. | The maximum aggregate principal amount of Bonds of all Series authorized by this Ordinance shall not exceed \$7,800,000. |
| (b) Date or Dates. | Each Bond shall be dated its Issue Date, as determined by the Designated Representative, which date may not be later than one year after the effective date of this Ordinance. |
| (c) Denominations, Name, etc. | The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative. |
| (d) Interest Rate(s). | Each Bond shall bear interest from its Issue Date or from the most recent date to which interest has been paid or duly provided, whichever is later, unless otherwise provided in the Bond Purchase Agreement and the Bonds. Each Series of the Bonds shall bear interest at one or more fixed interest rates. The true interest cost for any fixed rate Series may not exceed a rate of 4.00% per annum. |
| (e) Payment Dates. | Interest shall be payable on dates acceptable to the Designated Representative, which shall include payment at the maturity of each Bond, on any mandatory redemption date for Term Bonds, and on any other redemption date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity and in mandatory redemption installments for Term Bonds on dates acceptable to the Designated Representative. |
| (f) Maturities; Final Maturity. | The final maturity of the Bonds allocated to the Plan of Additions shall mature no later than the next annual principal payment date occurring 25 years after their Issue Date. The final maturity of the Bonds allocated to the Refunding Plan may not be later than twelve months after the date of final maturity of the Refunded Bonds. |
| (g) Redemption Prior to Maturity. | <p>The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:</p> <ul style="list-style-type: none">(1) <u>Optional Redemption</u>. The Designated Representative may designate any Bond as subject to optional redemption prior to its maturity. Any Bond that is subject to optional redemption prior to maturity must be callable on at least one or more date(s) occurring not more than 10½ years after the Issue Date, consistent with Section 4.02(a).(2) <u>Mandatory Redemption</u>. The Designated Representative may designate any Bond as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in principal payment amounts set forth in mandatory redemption payments, consistent with Section 4.02(b). |

- (3) Extraordinary Redemption. The Designated Representative may designate any Bond as subject to extraordinary optional redemption or extraordinary mandatory redemption upon the occurrence of an extraordinary event, as such event or events may be set forth in the Bond Purchase Agreement and related documents, consistent with Section 4.02(c).
- (h) Price. The purchase price for any Series of Bonds may not be less than 98% or more than 135% of the stated principal amount of that Series.
- (i) Other Terms and Conditions.
 - (1) Expected Life of Capital Facilities. As of the Issue Date of each Series, the Designated Representative must find to his or her satisfaction that the average expected life of the capital facilities to be financed with the proceeds (or allocable share of proceeds) of that Series must exceed the weighted average maturity of such Series (or share thereof allocated to financing those capital facilities).
 - (2) Satisfaction of Parity Bond Test. The Designated Representative must determine that the Parity Bond Test has been met or satisfied by the Issue Date.
 - (3) Additional Credit Enhancement, Terms, Conditions and Agreements. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement or for the purchase of a Reserve Security; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this Ordinance.

Exhibit B – PARITY BOND TEST

The following conditions must be satisfied at the time of issuance of any Future Parity Bonds:

(a) There may be no deficiency in the Principal and Interest Account, in any subaccount within the Reserve Account (or the subaccounts therein), or in any other account required to be funded within the Bond Fund.

(b) The ordinance authorizing any Future Parity Bonds must determine whether such Future Parity Bonds will be designated as Common Reserve Bonds, set the Reserve Requirement (which may be zero) for such Future Parity Bonds, and provide for the satisfaction of that Reserve Requirement.

(c) The City must have on file with the City Clerk either:

(1) a certificate of the Finance Director of the City, supported by the Electric Utility financial statements, demonstrating that the Adjusted Net Revenue of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued; or

(2) a certificate from an independent licensed professional engineer or engineering firm showing that in his, her or its professional opinion the Adjusted Net Revenue of the Electric Utility, which will be available in each succeeding year for the payment of principal of and interest on all Parity Bonds then Outstanding and the Future Parity Bonds, will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued. Computation of estimated future Adjusted Net Revenue of the Electric Utility shall be based upon income and expense statements of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds, plus additional adjustments, which may reflect:

(i) any current changes in Net Revenue of the Electric Utility for the base period which would have occurred if the schedule of rates and charges in effect at the time of the computation (or approved by the City Council as of the time of such computation and to become effective within 30 days thereof) had been in effect during the portion of the period in which such schedule was not in effect;

(ii) a full twelve months of revenue from any customers of the Electric Utility added prior to the computation date;

(iii) the loss of customers since that period;

(iv) any changes in Net Revenue of the Electric Utility estimated to be received as a result of, and upon completion of, any facilities under construction or to be acquired, constructed or installed as a part of the Electric Utility which are not reflected fully in the base period statement; and

(v) Annualized net revenue from the improvements to be financed from the proceeds of the proposed Future Parity Bonds.

(d) If the Future Parity Bonds proposed to be issued are for the sole purpose of refunding any Parity Bonds then Outstanding, the certificate referred to in paragraph (c), above, shall not be required, so long as the Maximum Annual Debt Service for the proposed Future Parity Bonds is less than the Maximum Annual Debt Service for the Parity Bonds to be refunded, and the final maturity of the proposed Future Parity Bonds is not extended beyond the final maturity of the Parity Bonds to be refunded.

Prior: Ordinance No. 06-13, Section 8.01
Ordinance No. 46-15, Exhibit B
Ordinance No. 08-18, Exhibit B
Ordinance No. 54-19, Exhibit B

Exhibit C - DESCRIPTION OF PLAN OF ADDITIONS

The Plan of Additions consists of those planned additions and betterments to and extensions of the Electric Utility consist of those Electric Utility projects set forth in the City's 2021-2026 Capital Improvement Plan ("CIP") approved by Ordinance No. 46-20, passed on November 17, 2020, as such plan may be amended or updated from time to time.

A summary of the capital expenditures expected to be financed, in whole or in part, with proceeds of the Bonds is as follows:

- **Dallas Substation** – This project constructs a new electrical substation on the west side of Dallas Road. The Dallas Road Substation will initially consist of one City power transformer, switchgear, and control house structure similar to existing City substations. The substation will provide the capacity to serve Badger Mountain South area as it continues to grow as well as interconnection to existing distribution circuits for increased reliability. There is additional substation space for a second transformer and associated equipment if needed to supply future electrical demand.
- **Gateway Substation** – This project will design and construct a new electrical substation in the Horn Rapids Industrial Area for new economic development and interconnection with the existing electrical distribution system for increased reliability. The new electrical substation is planned to be called Gateway Substation and is expected be available for service by the end of 2024.
- Other renewal and replacement projects approved in the CIP, as it may be amended or updated from time to time.

Exhibit D
[Form of]
CONTINUING DISCLOSURE AGREEMENT

City of Richland, Washington
Electric Utility Revenue Bonds, 2021

For the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City of Richland, Washington (the “City”), makes the following written undertaking for the benefit of holders of the Owners of the City’s Electric Utility Revenue Bonds, 2021 (the “Bonds”).

Capitalized terms used but not defined below shall have the meanings given in Ordinance No. 30-21 of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the Municipal Securities Rulemaking Board (the “MSRB”), in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“Annual Financial Information”). If audited financial statements are unavailable, the timely filing of unaudited financial statements shall satisfy the requirements and filing deadlines set forth in subsection (b), and the City agrees to file audited financial statements if and when they are otherwise prepared and available to the City.
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the

City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation (as such term is defined below) of the City, any of which reflect financial difficulties; and (16) incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the City, any of which affect security holders.

“Financial Obligation” means: (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 and the issuer thereof has entered into a continuing disclosure undertaking for such municipal securities.

- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the dates specified in paragraph (b) below.
- (b) Type of Annual Financial Information Undertaken to be Provided.
 - (i) The annual financial information that the City undertakes to provide in paragraph (a) shall consist of: (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, however, that if and when audited financial statements are prepared and available they will be provided; (2) a statement of the total amount of outstanding Parity Bonds, (3) debt service coverage ratios, and (4) general customer statistics for the Electric Utility. ***[Subject to revision to conform to the information to be provided in the Official Statement.]***
 - (ii) The Annual Financial Information shall be provided not later than the last day of the ninth month after the end of each Fiscal Year of the City (currently, a fiscal year ending December 31), as such Fiscal Year may be changed as required or permitted by State law, commencing with the City’s Fiscal Year ending December 31, 20__.
 - (iii) The Annual Financial Information may be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Continuing Disclosure Agreement. This Continuing Disclosure Agreement is subject to amendment after the primary offering of the Bonds without the consent of any Owner or holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, rating agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12, including: (i) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted; (ii) the undertaking, as amended, would have complied with the requirements of the rule at the time of the primary offering, after taking into account any amendments or interpretations of the rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the City (e.g., bond counsel or other counsel familiar with federal securities laws), or by approving vote of bondholders pursuant to the terms of the Bond Ordinance at the time of the amendment.

The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to this Continuing Disclosure Agreement and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Continuing Disclosure Agreement shall inure to the benefit of the City and the Beneficial Owner of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Continuing Disclosure Agreement. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. In addition, the City's obligations under this Continuing Disclosure Agreement shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Continuing Disclosure Agreement become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of nationally recognized bond counsel familiar with federal securities laws delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Continuing Disclosure Agreement. As soon as practicable after the City learns of any material failure to comply with this Continuing Disclosure Agreement, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Continuing Disclosure Agreement shall constitute a default in respect of the Bonds. The sole remedy of any Owner of a Bond shall be to take such actions as that Owner deems necessary, including seeking an order of specific performance from an appropriate court, to compel the City or other obligated person to comply with this Continuing Disclosure Agreement.

(g) Designation of Official Responsible to Administer Continuing Disclosure Agreement. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Continuing Disclosure Agreement

of the City in respect of the Bonds set forth in this section and in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an Continuing Disclosure Agreement to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;
- (iv) Selecting, engaging and compensating designated agents and consultants, including municipal advisors and legal counsel, to assist and advise the City in carrying out this Continuing Disclosure Agreement; and
- (v) Effecting any necessary amendment of this Continuing Disclosure Agreement.

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. 30-21 (the "Ordinance") is a full, true and correct copy of an Ordinance duly passed at a regular meeting of the City Council of the City of Richland held at the regular meeting place thereof on _____, 2021, as that Ordinance appears on the minute book of the City.

2. A quorum of the members of the City Council was present throughout the meeting, and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2021.

CITY OF RICHLAND, WASHINGTON

Jennifer Rogers, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 31-21, Amending Chapter 2.24 RMC related to Bonds for Officers and Employees

Department:
City Attorney

Ordinance/Resolution Number:
31-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 31-21, amending Chapter 2.24 of the Richland Municipal Code related to bonds for officers and employees.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into compliance with current practice. Ordinance No. 31-21 is a housekeeping action intended to clarify the City's approach to fulfilling statutory obligations for officer and employee bonds.

Consistent with state law, the Richland Municipal Code establishes bond obligations for certain officers of the City of Richland, codified in Chapter 2.24 RMC. Since the mid-1990s, the City has been covered by a blanket crime and fidelity insurance policy provided through the Washington Cities Insurance Authority (WCIA) covering all employees and exceeding the bond liability limits identified in Chapter 2.24 RMC. WCIA recommends amendment to the City's code to clarify that the crime and fidelity insurance policy satisfies the statutory requirements for performance bonds by specific officers and employees in the City of Richland.

Staff recommends approval of Ordinance No. 31-21 for first reading, by title only.

Fiscal Impact: None.

Attachments:

- I. Ordinance No. 31-21

ORDINANCE NO. 31-21

AN ORDINANCE of the City of Richland amending Chapter 2.24 of the Richland Municipal Code related to bonds for officers and employees.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into compliance with current practice; and

WHEREAS, consistent with state law, the Richland Municipal Code establishes bond obligations for certain officers of the City of Richland, codified in Chapter 2.24 RMC; and

WHEREAS, Chapter 2.24 RMC has not been substantively updated since 1998; and

WHEREAS, since the mid-1990s, the City has been covered by a blanket crime and fidelity insurance policy provided through Washington Cities Insurance Authority (WCIA) covering all employees and exceeding the bond liability limits identified in Chapter 2.24 RMC; and

WHEREAS, ambiguity will be eliminated by amending Chapter RMC 2.24 to specify that a crime and fidelity insurance policy such as the policy provided by WCIA satisfies the City's faithful performance bond requirements.

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

Section 1. Chapter 2.24 of the Richland Municipal Code, entitled Bonds for Officers and Employees, as first enacted by Ordinance No. 92, and last amended by Ordinance No. 40-98, is hereby amended as follows:

Chapter 2.24 BONDS FOR OFFICERS AND EMPLOYEES

Sections:

- 2.24.010 Officer's bonds – General requirements.**
- 2.24.020 Positions – Amounts.**
- 2.24.030 Blanket bond.**
- 2.24.040 Bonds – Form – Sufficiency.**
- 2.24.050 Applicability.**
- 2.24.060 Persons serving in two or more offices.**
- 2.24.070 Blanket bond – Call for bids.**
- 2.24.080 Compliance - Crime and Fidelity Policy.**

2.24.010 Officer's bonds – General requirements.

Every officer of the city filling the positions designated in RMC 2.24.020, whether on a permanent, temporary or acting basis, shall each be bonded by a position bond conditioned on the faithful and proper performance of his or her duties and for the payment and delivery over of all monies and property belonging to the city, as provided by law.

2.24.020 Positions – Amounts.

The following officers shall be bonded in the following amounts:

City Manager	\$50,000.00
Director of <u>Finance Director</u>	\$50,000.00
Police Judge	\$5,000.00
Accounting Supervisor Treasurer	\$25,000.00
Purchasing <u>Manager</u> Supervisor	\$10,000.00

2.24.030 Blanket bond.

Every other officer and employee of the city shall be bonded by a public employee's faithful performance blanket position bond.

The bond shall be conditioned to indemnify and save the city harmless from any and all loss sustained by the city due to theft, dishonesty, fraudulent conduct, or failure of the officer or employee to faithfully perform the duties of his or her office or position.

The amount of liability for each officer or employee covered by the bond shall be \$5,000.

2.24.040 Bonds – Form – Sufficiency.

All bonds under this chapter shall be furnished with a surety company lawfully authorized to do business in the state of Washington as surety thereon; each bond shall be for no less than an annual period; ~~a two-year period~~; and the premiums on the bonds shall be paid by the city on vouchers duly certified as provided by law. The city attorney shall approve the form of all such bonds. The ~~director of~~ finance director shall approve the sufficiency of all such bonds except the bond of the ~~director of~~ finance director, the sufficiency of which shall be approved by the city manager. All such bonds shall be filed with the ~~director of~~ finance director, except that the bond of the finance director ~~of finance~~ shall be filed with the city manager.

No bond shall be held void because of any defect in form, recital, condition or substance, nor shall any principal or surety be discharged from liability thereon because of any such defect. This provision shall be included in every such bond.

2.24.050 Applicability.

No officer or employee shall enter upon his or her duties unless he or she is covered by a bond required herein, ~~except that officers and employees may enter upon their duties without being covered by bonds for a period not exceeding 30 days after the effective date of the ordinance codified in this chapter.~~

2.24.060 Persons serving in two or more offices.

Any person who shall serve at the same time in two or more offices or positions requiring bonds under this chapter shall only be bonded in an amount equal to that required for that office or position which he or she fills requiring the greatest amount of liability coverage, but the bond shall apply to all offices or positions filled by that person.

2.24.070 Blanket bond – Call for bids.

The city manager may call for bids to furnish a public employee's faithful performance blanket position bond, which bond shall contain the conditions herein prescribed and such additional conditions as are usual and as are set forth in the form of any such bond which shall accompany each bid submitted.

2.24.080 Compliance - Crime and Fidelity Policy.

The individual faithful performance bond requirements in this Chapter 2.24 may be satisfied by the purchase of a crime and fidelity policy, endorsed to include faithful performance of duty coverage for the positions specified, in an amount of not less than \$1,000,000.

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. 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 4. 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 ____ day of _____, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Ordinances - First Reading

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 32-21, Amending Richland Municipal Code Title 23 and the Official Zoning Map to Rezone 260 and 230 Bradley Boulevard

Department:

Development Services

Ordinance/Resolution Number:

32-21

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 32-21, amending Richland Municipal Code Title 23 and the Official Zoning Map to rezone 260 and 230 Bradley Boulevard.

Summary:

The City of Richland's Economic Development Department filed an application to rezone a portion of two parcels which are next to one another. Each parcel carries two different zoning designations: Waterfront (WF) and Parks and Public Facilities (PPF). The request is to rezone the portions that are currently PPF to WF, resulting in a single zone of WF for both parcels. The purpose of this request is to align the parcels' zoning with the City's Comprehensive Plan Waterfront land use designation, and to remove the split-zoning which can be problematic for permitting and development purposes.

The Richland Hearing Examiner conducted an open-record public hearing for the proposed rezone on May 10, 2021. The Hearing Examiner recommended approval of the proposed rezone request to City Council.

A closed-record hearing was held on October 5, 2021 as required by the Richland Municipal Code.

Staff recommends approval of Ordinance No. 32-21 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

- I. Ordinance No. 32-21

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 32-21

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City to change the split-zoning on 13.39 acres from Parks and Public Facilities (PPF) and Waterfront (WF) to Waterfront (WF), said property being located at 230 and 260 Bradley Boulevard; and adopting the findings and conclusions of the Richland Hearing Examiner as the findings and conclusions of the Richland City Council.

WHEREAS, on May 10, 2021, the Richland Hearing Examiner held a duly advertised public hearing to consider a petition from the City of Richland Development Services Department to change the zoning of the property hereafter described in Section 2 and located at 230 and 260 Bradley Boulevard in Richland, Washington; and

WHEREAS, on August 19, 2021, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, Richland City Council has considered the record created at the May 10, 2021 public hearing and the written recommendation of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Waterfront (WF) when consideration is given to the interest of the general public.

Section 2. Said property subject to rezone, which is depicted in the attached and incorporated **Exhibit A**, is more particularly described as follows:

Legal Description: Lots 1 and 4 of Short Plat 3234
Assessors Tax Parcel Nos. 114981013234001 and 114981013234004

Section 3. Said property described in Section 2 herein is rezoned from a split-zoning of Parks and Public Facilities (PPF) and Waterfront (WF) to all Waterfront (WF).

Section 4. Richland Municipal Code Title 23 and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are hereby amended by amending Sectional Map No. 11, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B**, and bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Map No. 11, duly certified by the City Clerk as a true copy.

Section 6. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the _____ day of October, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

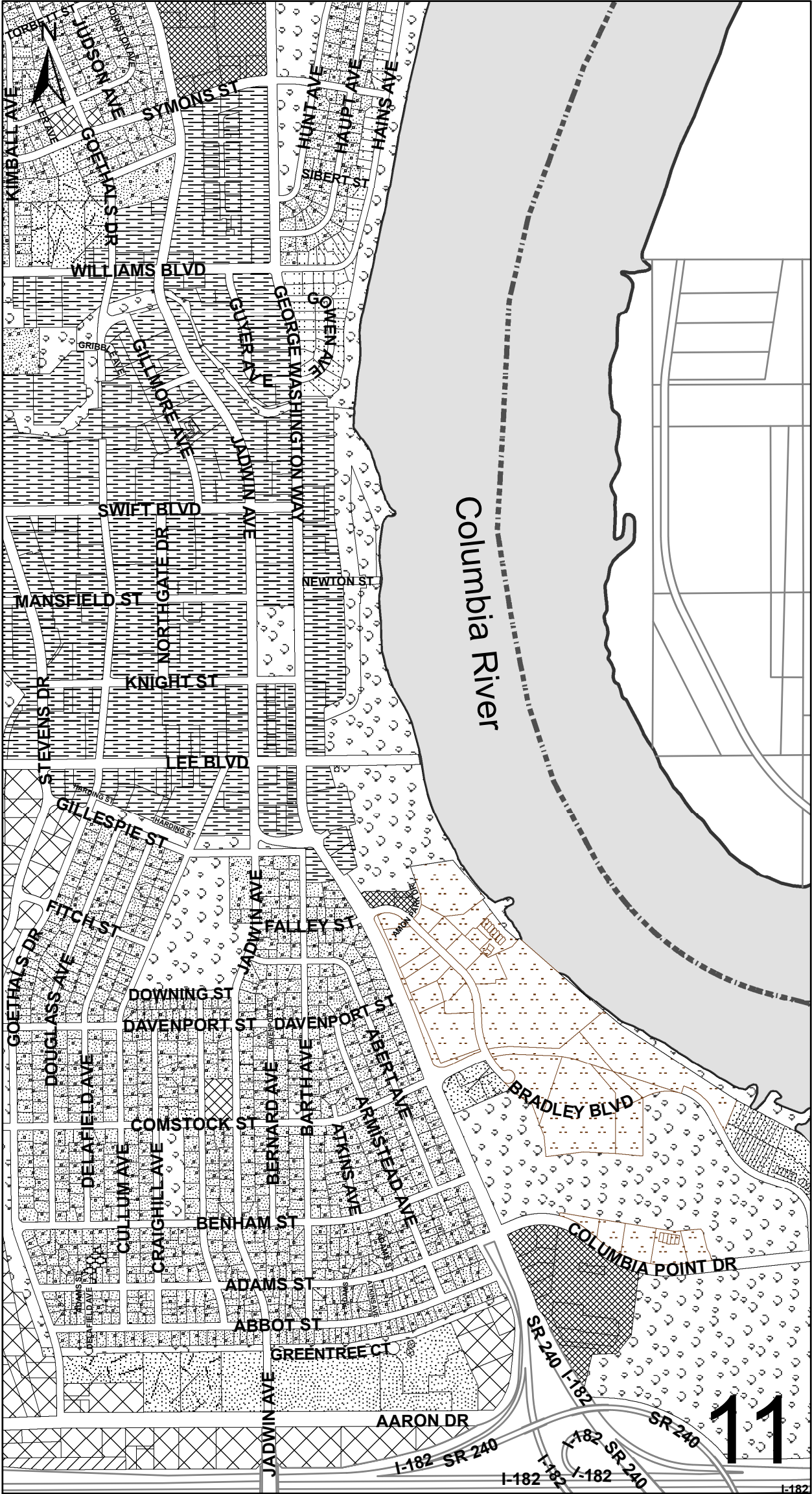
Heather Kintzley, City Attorney

Date Published: _____

Exhibit A

Item: Rezone PPF/WF to WF (Waterfront)
Applicant: City of Richland
File #: Z2021-102







COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 33-21, Authorizing a Franchise Agreement with USCOC of Richland, Inc. d/b/a U.S. Cellular

Department:
City Attorney

Ordinance/Resolution Number:
33-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 31-22, granting a ten-year franchise agreement to USCOC of Richland, Inc. d/b/a U.S. Cellular for placement of small wireless facilities and other related facilities in the City's rights-of-way.

Summary:

The City is authorized through state and federal statutes to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems. The City's authority to grant franchises for the use of its streets and other public properties is found in RCW 35A.47.040, the Richland City Charter, and RMC Title 28, specifically Chapter 28.14. The franchise enables the City to govern the usage by telecommunications operators of the City's rights-of-way.

USCOC of Richland, Inc. d/b/a U.S. Cellular ("U.S. Cellular") has requested that City Council grant it a non-exclusive telecommunications franchise for small wireless facilities and other related facilities. U.S. Cellular desires to provide telecommunications services and to construct, operate and maintain a telecommunications system within the City's rights-of-way, and therefore, the City requires a telecommunications franchise. U.S. Cellular is a provider of wireless services, and has requested to place small wireless facilities within the City's rights-of-way. Prior to performing any construction in the right-of-way, U.S. Cellular must apply for and receive permits from the City.

This franchise does not permit U.S. Cellular to operate a broadcast cable system or macro wireless facilities within the right-of-way of the city. Further, this franchise does not allow U.S. Cellular to attach to City-owned poles or use the City's infrastructure without a separate lease or license agreement with the City.

Staff recommends approval of Ordinance No. 33-21 for first reading, by title only.

Fiscal Impact:

Administrative costs are paid by U.S. Cellular from a deposit required at the time of application.

Attachments:

- I. Ordinance No. 33-21

ORDINANCE NO. 33-21

AN ORDINANCE OF THE CITY OF RICHLAND, granting to USCOC of Richland, Inc., a Washington corporation, and its successors and assigns, the right, privilege, authority and non-exclusive franchise for ten (10) years to construct, maintain, operate, replace and repair a telecommunications network in, across, over, along, under, through and below certain designated public rights-of-way of the City of Richland, Washington.

WHEREAS, Richland was incorporated as a city of the first class on December 10, 1958; and

WHEREAS, Article 11, Section 11 of the Washington State Constitution provides that the City of Richland "may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws"; and

WHEREAS, the Richland City Council, as provided in RCW 35.22.570, has any authority ever given to any class of municipality or to all municipalities of this state, and all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law, which may be exercised in regard to the regulation or use of public ways and property of all kinds and improvements thereto; and

WHEREAS, the City of Richland, a Washington first-class charter city, by Section 2.07(F) of its Charter, has granted to the Richland City Council the authority to grant franchises by ordinance; and

WHEREAS, USCOC of Richland, Inc., a Washington corporation (hereinafter referred to as "Franchisee") has applied to the City of Richland, Washington for a non-exclusive franchise ("Franchise") to enter, occupy, and use public ways to construct, install, operate, maintain, and repair wireless communications facilities to offer and provide telecommunications services for hire, sale, or resale in the City of Richland (hereinafter referred to as the "City"); and

WHEREAS, the 1934 Communications Act, as amended by the 1996 Telecommunications Act, 47 USC § 151, et seq., relating to telecommunications providers, recognizes and provides state and local governments with the authority to manage the public rights-of-way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis; and

WHEREAS, Washington's Telecommunications Services Act, codified as Chapter 35.99 RCW and relating to telecommunications providers, recognizes and provides Washington cities with authority to require franchises and use permits for constructing, installing, operating, maintaining, repairing, or removing

telecommunication facilities in public rights-of-way; and

WHEREAS, a franchise is a legislatively approved master permit, as defined in Chapter 35.99 RCW and Title 28 of the Richland Municipal Code (RMC), granting general permission to a service provider to enter, use, and occupy the public ways for the purpose of locating facilities, subject to requirements that a franchisee must also obtain separate use permits from the City for use of each and every specific location in the public ways in which the franchisee intends to construct, install, operate, maintain, repair or remove identified facilities; and

WHEREAS, a franchise does not include, and is not a substitute for, any other permit, agreement, or other authorization required by the City, including, without limitation, permits required in connection with construction activities in public rights-of-way which must be administratively approved by the City after review of specific plans; and

WHEREAS, no ordinance shall be finally passed unless it is approved by a majority of all members of Council, nor shall any ordinance relating to a franchise be finally passed less than six days following its introduction and first reading, and every ordinance granting a franchise shall become effective at the expiration of thirty days following its first publication, or on any day thereafter fixed by Council; and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this ordinance are in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Definitions. For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings given herein, regardless of whether or not they are capitalized herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in Title 28 RMC, Chapter 23.62 RMC, or elsewhere in the Richland Municipal Code, unless inconsistent herewith.

"Cable Television Service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Conduit" means fiber optic cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

"Costs" means actual and documented costs, expenses, and other financial obligations of any kind whatsoever.

"Effective Date" means the thirty-first day following the publication of this Franchise (or a summary thereof) occurs in an official newspaper of the City as provided by law.

"Existing" means a physical structure or facility in existence prior to the effective date of this Franchise.

"Force Majeure Event" is defined for purposes of this Franchise as strikes, lockouts, sit- down strike, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including inclement weather which prevents construction), epidemic casualty, acts of the public enemy, wars, terrorism, insurrections, and any other similar act of God event.

"Incremental Costs" means the actual and necessary costs incurred which exceed costs which would have otherwise been incurred. Incremental costs shall not include any part, portion, or pro-ration of costs, of any kind whatsoever, including, without limitation, overhead or labor costs, which would have otherwise been incurred.

"Information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

"Public Way" or "Right-of-Way" means land acquired or dedicated for public roads and streets, but does not include: WSDOT managed state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use. Rights-of-Way, for the purpose of this Franchise, do not include: buildings, other City-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by the City, or similar facilities or property owned by or leased to the City.

"Street Tree" means any tree located in, or that portion over-hanging, any Public Way and any tree planted on private property near a Public Way at the direction of the City.

"Underground Facilities" means facilities located under the surface of the ground, other than underground foundations or supports for overhead facilities.

"Utility Poles" means poles, and crossarms, devices, and attachments directly affixed to such poles which are used for the transmission and distribution of electrical energy, signals, or other methods of communication. Utility Poles also includes metal light standards.

"Small Wireless Facilities" or "Facilities" means small wireless facilities as defined in 47 CFR Section 1.6002, as may be amended. Small Wireless Facilities shall also include all necessary cables, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, wires, conduits, ducts,

pedestals, antennas, electronics, and other necessary or convenient appurtenances used for the specific wireless communications facility. Equipment enclosures with equipment generating noise that exceeds the noise limits allowed in the Codes, or associated permit, are excluded from "Small Wireless Facilities."

Section 2. Franchise.

- A. The City grants to Franchisee, subject to the terms and conditions of this Franchise, a non-exclusive franchise and master permit to enter, occupy, and use Public Ways of the City of Richland (the "Franchise Area") for constructing, installing, operating, maintaining, repairing, and removing Facilities necessary to provide telecommunications services. Except as expressly provided herein, Franchisee shall construct, install, operate, maintain, repair, and remove its Facilities at its expense.
- B. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing, or removing those personal wireless services and associated facilities that fall outside of the definition of Small Wireless Facilities (i.e. macro facilities). Further, nothing in this Franchise grants authority to Franchisee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing, or removing wireline facilities (e.g., wireline backhaul, wireline broadband transmission services, or any other wire-based services, whether provided by a third-party provider, franchisee, or a corporate affiliate of Franchisee).
- C. Nothing in this Franchise grants authority to Franchisee to enter, occupy, or use City property, including any City-owned conduit, pole(s), or structure(s). A separate lease or pole attachment agreement is necessary prior to such attachment or use.
- D. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the lawful exercise of the City's police power.
- E. Nothing in this Franchise excuses Franchisee of its obligation to identify its facilities and proposed facilities, and their location or proposed location, in the public ways and to obtain use and/or development authorization and permits from the City before entering, occupying, or using public ways to construct, install, operate, maintain, repair, or remove such facilities.

- F. Nothing in this Franchise excuses Franchisee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.
- G. Nothing in this Franchise shall be construed to limit any taxing authority or other lawful authority to impose charges or fees, or to excuse Franchisee of any obligation to pay lawfully imposed charges or fees.
- H. Nothing in this Franchise grants authority to Franchisee to impair or damage any City property, Public Way, other ways or other property, whether publicly or privately owned.
- I. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of facilities, or to modify public ways to accommodate Franchisee's facilities.
- J. Nothing in this Franchise grants authority to Franchisee to provide or offer a Cable System or Cable Services as those terms are defined in 47 U.S.C. § 522(6).
- K. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third party user of Franchisee's facilities or to otherwise recognize or create third party beneficiaries to this Franchise.
- L. Nothing in this Franchise shall be construed to permit Franchisee to unlawfully enter or construct improvements upon the property or premises of another.
- M. Nothing in this Franchise authorizes Franchisee to enter or construct improvements on, in, under, over, across, or within any property or right-of-way of any third party without that third party's permission.
- N. Franchisee is authorized to place its Facilities in the Rights-of-Way only consistent with this Franchise, the Richland Zoning Code, the Comprehensive Plan, the Design and Construction Standards and the Richland Municipal Code (collectively the "Codes").
- O. The terms, conditions, and provisions of Title 28 RMC, as currently written or hereinafter modified, are incorporated herein by reference. All rights granted hereunder are subject to the terms, conditions, and requirements of Title 28 RMC unless this Franchise specifically provides to the contrary. In the event that a conflict exists between the terms of this Franchise and the terms of Title 28 RMC, the terms of this Franchise shall control.

Section 3. Term. Authorization granted under this Franchise shall be for a period of ten (10) years from the Effective Date of this Franchise. Each of the provisions of this Franchise shall become effective upon the Effective Date and shall remain in effect for ten (10) years thereafter.

Section 4. Location of Facilities.

- A. Franchisee must place its facilities underground, except as otherwise expressly provided herein. Franchisee shall not be required to place underground any portion of the Facility that must, for technological reasons, remain above-ground to operate. Franchisee shall not be permitted to erect poles, unless permitted by the City pursuant to Section 13.C and the Codes. Franchisee acknowledges and agrees that the City may, at any time in the future, require the relocation at Franchisee's expense if the existing poles on which Franchisee's Facilities are located are designated for removal or undergrounding project. This Franchise does not place an affirmative obligation on the City to allow the relocation of such Facilities on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting of wireless facilities. If the City requires undergrounding of wirelines (either telecommunications or electrical) and allows Franchisee's Facilities to remain above ground, then Franchisee shall cooperate with the City and modify the affected Facilities to incorporate the placement of wireline services underground (and internal to the pole if the replacement pole is hollow, for example electrical and fiber), or otherwise consistent with a design plan agreed to by the City and Franchisee, at no cost to the City.
- B. Franchisee shall not remove any underground Facilities that require trenching or other opening of the Rights-of-Way, except as provided in this section. Franchisee may remove any underground Facilities from the Right-of-Way that have been installed in such a manner that it can be removed without trenching or any other opening of the Right-of-Way, or if otherwise permitted by the City. When the City determines, in the City's reasonable discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, then Franchisee shall remove such Facilities at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 12, prior to any such removal of underground Facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 6.K.
- C. Franchisee's facilities shall not unreasonably interfere with the use of public ways or City property by the City, the general public, or other persons authorized to enter, occupy, or use public ways or City property. Whenever new facilities will exhaust the capacity of a Public Way to reasonably accommodate future users or facilities, the Franchisee shall provide nondiscriminatory access to its facilities to future users and facilities.
- D. Franchisee shall provide the City with information as requested by the City which accurately reflects the horizontal and vertical location and configuration of all of Franchisee's facilities. Franchisee shall provide the City with updated information annually, or upon request by the City.

- E. To the extent that any Rights-of-Way are part of the state highway system ("State Highways"), are considered managed access by the City, and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:
- (1) any pavement trenching, and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;
 - (2) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and
 - (3) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce, in an action brought in the name of the State of Washington, any condition of this Franchise with respect to any portion of a State Highway.
- F. Franchisee shall maintain all above ground improvements that it places on City Rights-of-Way pursuant to this Franchise. In order to avoid interference with the City's ability to maintain the Rights-of-Way, Franchisee shall provide a clear zone in compliance with Design and Construction Standards. If Franchisee fails to comply with this provision, and by its failure property is damaged, then Franchisee shall be responsible for all damages caused thereby, including restoration.
- G. Franchisee must obtain written approval from the owners of utility poles, structures and property not owned by Franchisee prior to attaching to, or otherwise using, such poles, structures or property, and provide proof of such approval to the City in the permit application. In the case where the City owns the utility poles or structures, the Franchisee shall comply with Title 14 of the Richland Municipal Code as preparation for a specific project plan and permit submittal. The City makes no representation, and assumes no responsibility, for the availability of utility poles, structures, and property owned by third parties for the installation of Franchisee's facilities. The City shall not be liable for the unavailability of utility poles, structures, and property owned by the City or third parties for any reason whatsoever. The installation of Facilities by Franchisee on or in the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use public ways. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the public ways either expires, terminates, or is cancelled, Franchisee may no longer be permitted to continue to use that specific pole, structure or property, unless expressly authorized by the City. The City shall not be liable for the costs for removal of Facilities arising from expiration,

termination, or cancellation of any pole owner's authority to enter, occupy, or use public ways for any reason whatsoever.

Section 5. Relocation.

- A. The City may require Franchisee, and Franchisee covenants and agrees, to protect, support, relocate, remove and/or temporarily disconnect its Facilities within the Right-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Right-of-Way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, and/or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the City or other governmental entity, provided that Franchisee shall have the privilege to temporarily bypass in the authorized portion of the same Rights-of-Way upon approval by the City, which approval shall not unreasonably be withheld or delayed, any Facilities required to be temporarily disconnected or removed. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken primarily for the private benefit of third party private entities. Collectively all such projects described in this Section 5.A shall be considered a "Public Project." Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 5.A shall be borne by Franchisee. Franchisee shall complete the relocation of its Facilities at no charge or expense to the City.
- B. If the request for relocation from the City originates due to a Public Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by the City, and at no cost to the City, subject to the procedure in Section 5.E. Franchisee acknowledges and agrees that the placement of Small Wireless Facilities on third party-owned structures does not convey an ownership interest in such structures. Franchisee acknowledges and agrees that, to the extent Franchisee's Small Wireless Facilities are on poles owned by third parties, the City shall not be responsible for any costs associated with requests arising out of a Public Project.
- C. The cost of relocation of any Franchisee-owned poles or structures shall be determined in accordance with the requirements of RCW 35.99.060(3)(b), provided, however, that Franchisee may opt to pay for the cost of relocating its Small Wireless Facilities in order to provide consideration for the City's approval to site a Small Wireless Facility on Franchisee-owned structures or poles in a portion of the Right-of-Way designated or proposed for a Public Project. For this Section 5.C, designation of the Right-of-Way for a Public Project shall be

undertaken in the City's Comprehensive Plan in accordance with the requirements of Chapter 36.70A RCW. The Comprehensive Plan includes, but is not limited to, the Transportation element or Transportation Improvement Plan (TIP), Capital Facilities element, Utilities element, and any other element authorized by RCW 36.70A.070 and RCW 36.70A.080. The parties acknowledge that this provision is mutually beneficial to the parties, as the City may otherwise deny the placement of the Facility at a particular site if the cost impact of such relocation is excessive and conflicts with the City's Comprehensive Plan.

- D. Upon request of the City (or of a third-party performing work in the Right-of-Way), and in order to facilitate the design of City street and Right-of-Way improvements, Franchisee agrees, at its sole cost and expense, to locate, and, if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the Public Projects shall be made by the City upon review of the location and construction of Franchisee's Facilities. The City shall provide Franchisee at least fourteen (14) days' written notice prior to any excavation or exposure of Facilities.
- E. Notice and Relocation Process. If the City determines that the Public Project necessitates the relocation of Franchisee's existing Facilities, the City shall provide Franchisee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the City shall consult with Franchisee and consider the extent of Facilities to be relocated, the services requirements, and the construction sequence for the relocation (within the City's overall project construction sequence and constraints), to safely complete the relocation. Franchisee shall complete the relocation by the Relocation Date, unless the City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to engage in the following recommended process, absent an emergency posing a threat to public safety or welfare, or an emergency beyond the control of the City that will result in severe financial consequences to the City:
 - (1) The City will consult with the Franchisee in the predesign phase of any Public Project in order to coordinate the project's design with Franchisee's Facilities within such project's area.
 - (2) Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee's Facilities will not be affected by the Public Project; or (ii) until the City provides Franchisee with written notice regarding the relocation as provided in subsection (4) below.

- (3) Franchisee shall, during the predesign phase, evaluate and provide comments to the City related to any alternatives to possible relocations. The City will give any alternatives proposed by the Franchisee full and fair consideration, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.
 - (4) The City will provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible, endeavoring to provide no less than ninety (90) days prior to the commencement of the construction of such Public Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 5.E, the City will notify the Franchisee during the predesign meetings and the process mandated by the grant funding will control.
 - (5) After receipt of such written notice, Franchisee shall relocate such Facilities to accommodate the Public Project consistent with the timeline provided by the City, and at no charge or expense to the City. Such timeline may be extended by a mutual agreement.
 - (6) In the event of an emergency posing a threat to public safety or welfare, or in the event of an emergency beyond the control of the City which will result in severe financial consequences to the City, that necessitates the relocation of Franchisee's Facilities, Franchisee shall relocate its Facilities within the time period specified by the City.
- F. The provisions of this Section 5 shall in no manner preclude or restrict Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by said person or entity are not or will not become City-owned, operated, or maintained facilities, provided that such arrangements do not unduly delay a City construction project.
- G. Franchisee shall be solely responsible for the actual costs incurred by the City for delays in a Public Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event, or causes or conditions caused by the acts or omissions of the City or any third party unrelated to Franchisee). Franchisee vendors and contractors shall not be considered unrelated third parties). Such costs may include, but are not limited to, payment to the City's contractors and/or consultants for increased costs and associated court costs, interest, and attorney fees incurred by the City to the extent directly attributable to such Franchisee's cause of delay in the Public Project.
- H. Franchisee will indemnify, hold harmless, and pay the costs of defending the City (in accordance with the provisions of Section 14), against any and all claims, suits, actions, damages, or liabilities for delays on Public Projects only to the

extent caused by, or arising out of, the failure of Franchisee to remove or relocate its Facilities as provided in this Section 5; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

- I. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.A through Section 5.E, then upon at least ten (10) days written notice to Franchisee, the City may perform such work (including removal), or cause it to be done, and the City's costs shall be paid by Franchisee pursuant to Section 18, and the City shall not be responsible for any damage to the Facilities.
- J. The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

Section 6. Construction and Installation Requirements.

- A. Except as to emergency repairs, Franchisee shall, prior to excavating within any street, alley or other public place, or installing any conduit, overhead facilities or equipment therein, or relocating, constructing, or performing maintenance within the Rights-of-Way, file with the Public Works Director plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, as well as a schedule showing the times of beginning and completion and shall secure a permit from the City before proceeding with any such work. The Franchisee shall comply with the permit requirements and conform to all requirements of Chapter 12.08 RMC regarding right of way construction, as it currently exists or as it may be amended.
- B. The technical performance of the Facilities must meet or exceed all applicable technical standards authorized or required by law, regardless of the transmission technology utilized. The City has the full authority permitted by applicable law to enforce compliance with these technical standards.
- C. All installations of Facilities will be durable, and installed in accordance with good engineering, construction, and installation practices.
- D. All Facilities shall be constructed and installed in such a manner and at such points so as not to inconvenience public use of the public ways (or to adversely affect the public health, safety or welfare) and in conformity with plans approved by the City, except in instances in which deviation is requested in writing by the Franchisee, and approved by the City.
- E. The construction plans shall conform to all federal, state, local, and industry codes, rules, regulations, and standards. Franchisee must cease work

immediately if the City determines that Franchisee is not in compliance with such codes, rules, regulations, or standards, and may not begin or resume work until the City determines that Franchisee is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.

- F. Neither approval of plans by the City nor any action or inaction by the City shall relieve Franchisee of any duty, obligation, or responsibility for the competent design, construction, and installation of its facilities. Franchisee is solely responsible for the supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors, agents, or assigns.
- G. In the event of an emergency requiring immediate action by Franchisee for the protection of the Facilities, City's property or other persons or property, Franchisee may proceed without first obtaining the normally required permits. In such event, Franchisee must: (1) take all necessary and prudent steps to protect, support, and keep safe from harm the Facilities, or any part thereof; City's property; or other persons or property, and to protect the public health and safety; and (2) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.
- H. The City retains the right and privilege to cut, move, or remove any Facilities located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. The City shall not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this subsection, except to the extent caused by the sole negligence, intentional misconduct, or criminal actions of the City, its employees, contractors, or agents.
- I. Unless such condition or regulation is in conflict with a federal or state requirement, the City may condition the granting of any permit or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the public right-of-way or the City's property, including, by way of example and not limitation, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic, and protecting rights-of-way improvements, private facilities and public safety.
- J. Whenever necessary, after construction or maintaining any of Franchisee's Facilities within the rights-of-way, the Franchisee shall, without delay, and at Franchisee's sole expense, remove all debris and restore the surface disturbed by Franchisee as nearly as possible to as good or better condition as it was in before the work began, reasonable wear and tear excepted. Franchisee shall replace any property corner monuments, survey reference, or hubs that were disturbed or destroyed during Franchisee's work in the rights-of-way. Such restoration shall be done in a manner consistent with applicable codes and laws, and to the City's satisfaction, and, where applicable, to City specifications.

- K. Following any construction, excluding modifications that meet the same or substantially similar dimensions of the Small Wireless Facility, Franchisee shall provide the City with accurate copies of as-built plans and maps prepared by Franchisee's design and installation contractors for all existing Small Cell Facilities in the Franchise Area. These plans and maps shall be provided at no cost to the City and shall include hard copies and digital files in Autocad or other industry standard readable formats that are acceptable to the City and delivered electronically. Further, Franchisee shall provide such maps within thirty (30) days following a request from the City. Franchisee shall warrant the accuracy of all plans, maps, and as-builts provided to the City. Franchisee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any work.
- L. Franchisee shall, at all times, keep up-to-date maps and records showing the location and sizes of all Franchisee's facilities installed by it in the Franchise Area. Franchisee shall provide, at the City's request, a copy of facilities maps for the City's use. All books, records, maps, and other documents maintained by Franchisee, with respect to its facilities within the Rights-of-Way, shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this Section shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.
- M. All Franchisee's underground Facilities shall be placed in accordance with current City regulations and project permit requirements. Unless otherwise approved by the Public Works Director, underground Facilities must maintain (parallel) five (5) feet separation from City water and sewer mains. Franchisee shall restore the Public Way to pre-construction condition or better. Franchisee agrees to pay all costs and expenditures required on Rights-of-Way as a result of settling, subsidence, or any other need for repairs or maintenance resulting from excavations made by Franchisee for a period of five (5) years after the excavation. Favorable weather conditions permitting, Franchisee agrees to repair Rights-of-Way as a result of settling, subsidence, or other needed repairs or maintenance resulting from excavations made by the Franchisee within the prior five (5) years upon forty-eight (48) hours' notice excluding weekends and holidays. If Franchisee fails to undertake such repairs as herein provided, the City may perform the repairs at Franchisee's expense.
- N. The City reserves the right to limit or exclude Franchisee's access to a specific route, public Right-of-Way or other location when, in the judgment of the Public Works Director, there is inadequate space (including, but not limited to, compliance with ADA clearance requirements and maintaining a clear and safe passage through the Rights-of-Way), a generally applicable pavement cutting moratorium, unnecessary damage to public property, public expense,

inconvenience, interference with City utilities, or for any other reason determined by the Public Works Director.

- O. Franchisee may trim trees which are upon and/or overhang on public ways, and other public places of the City so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this way shall only apply to the extent necessary to protect above ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for removal of all debris resulting from such activities. All trimming, except in emergency situations, is to be done after the explicit prior written notification and approval of the City and at the expense of Franchisee. Franchisee may contract for such services. However, any firm or individual so retained must first receive City permit approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the City, to enter upon any private property, or to trim any tree or natural growth encroaching into the Public Rights-of-Way. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the City from third-party claims (of any nature) arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the City or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for Certified Arborists" as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300), unless otherwise approved by the Public Works Director or his/her designee.

Section 7. Coordination of Construction and Installation Activities and Other Work.

- A. Franchisee shall coordinate its construction and installation activities and other work with the City and other users of the Public Ways at least annually or as determined by the City.
- B. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.
- C. If required by permit, at least twenty four (24) hours prior to entering a Public Way to perform construction and installation activities or other work, Franchisee shall give notice, at its cost, to owners and occupiers of properties adjacent to such Public Ways indicating the nature and location of the work to be performed. Such notice shall be physically posted by door hanger, or by other form of notice reasonably acceptable to City. Franchisee shall make a good faith effort to comply with the property owner or occupier's preferences, if any, on location or placement

of underground facilities, consistent with sound engineering practices.

- D. Franchisee shall make available, and accept, the co-location of property of others within trenches excavated or used by Franchisee in the public ways, provided the costs of the work are fairly allocated between the parties and such co-location does not materially or harmfully interfere with Franchisee's use.
- E. By February 1 of each year, Franchisee shall provide the City with a schedule of its proposed construction or installation activities and other work in, around, or that may affect the public ways or City property, to the extent that such information is available or known to Franchisee.
- F. The City shall give reasonable advance notice to Franchisee of plans to open public ways for construction or installation of facilities; provided, however, the City shall not be liable for damages for failure to provide such notice. When such notice has been given, Franchisee shall provide information requested by the City regarding Franchisee's future plans for use of the Public Way to be opened. When notice has been given, Franchisee may only construct or install facilities during such period that the City has opened the Public Way for construction or installation.

Section 8. Temporary Removal, Adjustment or Alteration of Facilities.

- A. Upon thirty (30) days' notice, Franchisee shall temporarily remove, adjust, turn off, or alter the position of its Facilities (at its cost), at the request of the City for public projects, events, or other public operations or purposes. City shall provide notice to Franchisee immediately upon completion of the public project, event, or other public purpose so that Franchisee may return its Facilities to the original location.
- B. Prior to doing any work in the Rights-of-Way, Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington if applicable and complying with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request, by the City or a third party, Franchisee shall locate the horizontal and vertical location of its underground facilities by excavating its Facilities consistent with the requirements of Chapter 19.122 RCW and shall complete this service within fourteen (14) days from the date of the City or third party's request, at no cost to the City. If the City's request is in support of a third party's project, Franchisee shall be entitled to recover its cost from the project sponsor. The City shall not be liable for any damages to Franchisee's Facilities, or for interruptions in service to Franchisee's customers, that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether or not the City issued a permit.
- C. If any person requests permission from the City to use a Public Way for the moving or removal of any building or other object, the City shall, prior to granting

such permission, require such person or entity to make any necessary arrangements with Franchisee for the temporary removal, adjustment or alteration of Franchisee's facilities to accommodate the moving or removal of said building or other object. In such event, Franchisee shall, at the cost of the person desiring to move or remove such building or other object, remove, adjust or alter the position of its facilities which may obstruct the moving or removal of such building or other object, provided that:

- (1) The moving or removal of such building or other object which necessitates the temporary removal, adjustment or alteration of facilities shall be done at a reasonable time and in a reasonable manner so as to not unreasonably interfere with Franchisee's business, consistent with the maintenance of proper service to Franchisee's customers;
 - (2) Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route which causes the least interference with the operations of Franchisee, as determined in the sole discretion of the City;
 - (3) The person obtaining such permission from the City to move or remove such building or other object may be required to indemnify and hold Franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of, or in conjunction with, the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person moving or removing such building or other object or the negligence of the agents, servants or employees of the person moving or removing such building or other object; and
 - (4) Completion of notification requirements by a person who has obtained permission from the City to use a Public Way for the moving or removal of any building or other object shall be deemed to be notification by the City.
- D. The City may require Franchisee to temporarily remove, adjust or alter the position of Franchisee's facilities as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to Franchisee or any other party for any direct, indirect, or other damages suffered as a direct or indirect result of the City's actions.
- E. The temporary removal, adjustment or alteration of the position of Franchisee's facilities shall not be considered relocation for any purpose whatsoever.

Section 9. Safety and Maintenance Requirements.

- A. All work authorized and required under this Franchise will be performed in a safe, thorough, and workmanlike manner, so as to minimize interference with the free passage of traffic, and the free use of adjoining property, whether public or private.

- B. Franchisee, in accordance with applicable federal, state, and local safety requirements, shall at all times employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to occur. All facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If a violation of a safety code or other applicable regulation is found to exist by the City, the City may, after discussions with Franchisee, establish a reasonable time for Franchisee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself at the cost of the Franchisee, or have them made at the cost of Franchisee.
- C. If required by the permit, Franchisee, and any person acting on its behalf, shall provide a traffic control plan that conforms to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Said plan shall use suitable barricades, flags, flagmen, lights, flares, and other measures as required for the safety of all members of the general public during the performance of work, of any kind whatsoever, in public ways to prevent injury or damage to any person, vehicle, or property. Franchisee shall implement and comply with its approved traffic control plan during execution of its work.
- D. Franchisee shall maintain its Facilities in proper working order. Franchisee shall restore its Facilities to proper working order within thirty (30) days after receipt of notice from the City that Facilities are not in proper working order, or such longer period of time as approved by City and Franchisee. Notwithstanding the above, if the City determines that that the Facilities are a public safety concern (e.g., the equipment box is detached), then Franchisee shall repair such Facility immediately, but no less than forty-eight (48) hours after notice, unless such time period is extended by the City.
- E. Franchisee shall endeavor to maintain all equipment lines and Facilities in an orderly manner, including, but not limited to, the removal of all bundles or extraneous wires used for the connection of aerial facilities (e.g., connecting equipment boxes to antennas). All installation of facilities shall be installed in accordance with industry-standard engineering practices, and shall comply with all federal, state, and local regulations, ordinances, and laws.
- F. Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

Section 10. Removal of Unauthorized Facilities.

- A. Any Small Wireless Facilities installations in the Right-of-Way that were not authorized under this Franchise ("Unauthorized Facilities") will be subject to the payment of an Unauthorized Facilities charge by Franchisee. The City shall provide written notice to Franchisee of any Unauthorized Facilities identified by

City staff and Franchisee shall either: (i) establish that the site was authorized; or (ii) submit a complete application to the City for approval of the Unauthorized Facilities. Upon notice of the Unauthorized Facility, Franchisee shall be charged an amount of Five Hundred and 00/100 Dollars (\$500.00) per day per Unauthorized Facility ("Unauthorized Facility Fee"). The Unauthorized Facility Fee shall be waived in its entirety if Franchisee can establish that the site was in fact authorized. The Unauthorized Facility Fee shall be suspended upon the submission of a complete application to the City requesting approval of the Unauthorized Facility. If the application for such Unauthorized Facilities is denied as the final decision, then the Unauthorized Facility Fee will resume until the Unauthorized Facilities are removed. In which case, Franchisee shall remove the Unauthorized Facilities from the City's Right-of-Way within thirty (30) days after the expiration of all appeal periods for such denial. Upon the conclusion of any matter involving an Unauthorized Facility, City shall provide Franchisee an invoice detailing the total amount of the Unauthorized Facility Fee, if any, which penalty Franchisee shall pay within thirty (30) days after receipt of notice thereof. This Franchise remedy is in addition to any other remedy available to the City at law or equity. Notwithstanding the foregoing, an Unauthorized Facility Fee pursuant to this Franchise shall not be assessed if Franchisee received City Approval for the Small Wireless Facilities but such Small Wireless Facilities are technically inconsistent with the City Approval; provided, however, Franchisee is still required to fix any inconsistencies with the permit requirements and that this provision does not restrict the City's other enforcement rights.

- B. Where any Facilities or portions of Facilities are no longer needed, and their use is to be discontinued, the Franchisee shall timely report such Facilities in writing ("Deactivated Facilities") to the Public Works Director. This notification is in addition to the inventory revisions addressed in Section 13.F. Deactivated Facilities, or portions thereof, shall be completely removed within ninety (90) days and the site, pole or infrastructure restored to its pre-existing condition.
- C. If Franchisee leases a structure from a third party and such third party later abandons the structure, Franchisee shall remove its Facilities from the abandoned structure within the timeline provided by the third party, but not more than ninety (90) days after such notification from the third party, at no cost to the City, and shall remove the pole if so required by the third party. Notwithstanding the preceding sentence, the timelines determined by the City for relocation projects described in Section 5 above shall apply.
- D. Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within ninety (90) days of receiving written notice from the Public Works Director or his/her designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the City. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Rights-of-Way to at least the same

condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or any person doing work for Franchisee. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

- E. The City may permit Franchisee's Facilities to be abandoned in place, in such a manner as the City may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the City, Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City.
- F. Any Facilities which are not removed within one hundred and eighty (180) days of either: (i) the date of termination or revocation of this Franchise; or (ii) the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 10 shall prevent the City from compelling Franchisee to remove any such Facilities through judicial action when the City has not permitted Franchisee to abandon said Facilities in place.
- G. The provisions of this Section 10 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 11. Restoration of Public Ways and Other Property.

- A. When Franchisee, or any person acting on its behalf, does any work in or affecting any Public Way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at Franchisee's cost, such ways and property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.
- B. If weather or other conditions do not permit the complete restoration required by this section, the Franchisee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the Franchisee's cost, and Franchisee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
- C. All restoration work is subject to inspection and final approval by the City. If restoration is not made to the satisfaction of the City within the established timeframe, the City shall outline the issues that must be corrected by Franchisee. Franchisee shall then have seven (7) days to correct such issues, unless such period is otherwise extended by the City. If the issues are not resolved within that timeframe, the City may make the restoration itself at the cost of Franchisee, or have such restoration made at the cost of Franchisee.

- D. The provisions of this Section 11 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

Section 12. Use and/or Development Authorization and Permits. Franchisee shall obtain use, right-of-way construction, and/or development authorization and required permits from the City and all other appropriate regulatory authorities prior to constructing or installing facilities or performing other work in a PublicWay.

- A. In addition to any permitting requirements of the City specific to Small Wireless Facilities found in Title 28 RMC and Chapter 23.62 RMC, the Franchisee must provide the information described in Section 12.B below.
- B. Franchisee shall provide the following information for all facilities that it proposes to construct or install:
- (1) Engineering plans, specifications and a network map of the proposed facilities and their relation to existing facilities, in a format and media requested by the City in sufficient detail to identify:
 - a. The location and route of the proposed facilities;
 - b. When requested by the City, the location of all overhead and underground public utility, telecommunication, cable, water, sewer, drainage and other facilities in the Public Way along the proposed route;
 - c. When requested by the City, the location(s), if any, for interconnection with the telecommunication facilities of others;
 - d. The specific trees, structures, improvements, facilities and obstructions, if any, that Franchisee proposes to temporarily or permanently alter, remove or relocate.
 - (2) If Franchisee is proposing to install overhead facilities, evidence of Franchisee's authorization to use each utility pole along the proposed route together with any conditions of use imposed by the pole owner(s) for each pole. If the overhead facilities are subsequently relocated underground, Franchisee shall relocate its Facilities consistent with the requirements of this Franchise. If Franchisee proposes to install overhead facilities on City-owned poles or structures, the Franchisee shall comply with all applicable provisions of Title 14 of the Richland Municipal Code.
 - (3) If Franchisee is proposing to install underground facilities in existing ducts or conduits within the public ways, information in sufficient detail to identify:
 - a. Evidence of ownership or authorization to use such ducts or conduits;
 - b. Conditions of use imposed by the owner(s) of the ducts or conduits;
 - c. If known to Franchisee, or reasonably ascertainable to Franchisee, the total capacity of such ducts or conduits; and
 - d. If known to Franchisee, or reasonably ascertainable to Franchisee,

amount of the total capacity within such ducts or conduits which will be occupied by Franchisee's facilities.

- (4) If Franchisee is proposing to install underground facilities in new ducts or conduits within the public ways:
 - a. The location proposed for new ducts or conduits;
 - b. The total capacity of such ducts or conduits; and
 - c. The initial listing of any collocated facilities located within Franchisee constructed or installed ducts or conduits.
 - (5) A preliminary construction schedule and completion date together with a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for any construction.
 - (6) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities.
 - (7) Such other documentation and information regarding the facilities requested by the City.
- C. Franchisee shall not be granted development authorization, or issued permits for construction or installation of new Facilities, unless Franchisee is in full compliance with the provisions of this Franchise, and all of Franchisee's existing Facilities have been permitted.

Section 13. Small Wireless Facilities.

- A. **City Retains Approval Authority.** The City shall have the authority at all times to control by appropriately exercised police powers (through ordinance or regulation consistent with 47 U.S.C. § 253, 47 U.S.C. § 332(c)(7), and the laws of the State of Washington), the location, elevation, manner of construction, and maintenance of any Small Wireless Facilities by Franchisee, and Franchisee shall promptly conform with all such requirements, unless compliance would cause Franchisee to violate other requirements of law. This Franchise does not prohibit the City from exercising its rights under federal, state or local law to deny or give conditional approval to an application for a permit to construct any individual Small Wireless Facility.
- B. **City Approvals and Permits.** The granting of this Franchise is not a substitute for any other City required approvals to construct Franchisee's Facilities in the Rights-of-Way ("City Approvals"). The parties agree that such City Approvals (except Right-of-Way use permits as described in Section 12) are not considered use permits, as that term is defined in RCW 35.99.010. These City Approvals do not grant general authorization to enter and utilize the Rights-of-Way but rather grant Franchisee permission to build its specific Small Wireless Facilities.

Therefore, City Approvals are not subject to the thirty (30) day issuance requirement described in RCW 35.99.030. The parties recognize that this provision is specifically negotiated as consideration for designating the entire City as the Franchise Area. Such City Approvals shall be issued consistent with the Codes, and with state and federal laws governing wireless communication facility siting and may be in addition to any permits required under Section 12. This Section does not affect the thirty (30) day issuance requirement described in RCW 35.99.030 required for use permits such as Right-of-Way use permits and traffic control permits.

C. Preference for Existing Infrastructure; Site Specific Agreements.

- (1) Franchisee shall utilize existing infrastructure in the City whenever possible and consistent with the design, concealment and siting regulations of the Codes. The erection of new poles or structures in the Right-of-Way may only be permitted if no other alternative space feasible for the installation of the Facility is available. In the event that existing infrastructure is not available or feasible for a Small Wireless Facility, or if the City prefers new poles or infrastructure in a particular area of the City, then Franchisee may request the placement of new or replacement structures in the Rights-of-Way consistent with the requirements of the Codes.
- (2) Franchisee acknowledges and agrees that if Franchisee requests to place new structures or replacement structures that are higher than the replaced structure, and the overall height of the replacement structure and the Facility is over 60 feet in the Rights-of-Way, then Franchisee may be required to enter into a site-specific agreement consistent with RCW 35.21.860 in order to construct such Facilities in the Right-of-Way. Such agreements may require a site-specific charge paid to the City. The approval of a site-specific agreement is separate from this Franchise and must be approved and executed by the City Manager or designee.
- (3) Unless otherwise required by the Codes, replacement poles or structures which remain substantially similar to existing structures (or deviate in height or design as permitted within the Codes) are permissible, provided that Franchisee, or the pole owner at the Franchisee's request, removes the old pole or structure promptly, but no more than ninety (90) days after the installation of the replacement pole or structure.
- (4) This Section 13.C does not place an affirmative obligation on the City to allow the placement of new infrastructure on public property or in the Rights-of-Way, nor does it relieve Franchisee from any Code provision related to the siting or design of Small Wireless Facilities.

D. Concealment. Franchisee shall construct its Facilities consistent with the

concealment or stealth requirements as described in the Codes, as the same exist or are hereafter amended, or in the applicable permit(s), lease, site specific agreement, or license agreement, in order to minimize the visual impact of such Facilities.

- E. Eligible Facilities Requests. The Parties agree that the intent of this Franchise is to provide general authorization to use the Rights-of-Way for Small Wireless Facilities. When considering whether a proposed modification is a substantial change under Section 6409(a) of the Spectrum Act, 47 U.S.C. §1455(a), the parties acknowledge that the designs as illustrated in a Small Wireless Facility permit are intended to maintain the appearance of a light or utility pole.
- F. Inventory. Franchisee shall maintain a current inventory of Small Wireless Facilities throughout the Term of this Franchise. Franchisee shall provide to the City a copy of the inventory report no later than thirty (30) days after request by the City. The inventory report shall include GIS coordinates, date of installation, type of pole used for installation, description/type of installation for each Small Wireless Facility installation, and photographs taken before and after the installation of the Small Wireless Facility, as well as photos taken from the public street. Small Wireless Facilities that are considered Deactivated Facilities, shall be included in the inventory report and Franchisee shall provide the same information as is provided for active installations, as well as the date the Facilities were deactivated and the date the Deactivated Facilities were removed from the Right-of-Way. The City shall compare the inventory report to its records to identify any discrepancies, and the parties will work together in good faith to resolve any discrepancies. Franchisee is not required to report on future inventory reports any Deactivated Facilities that were removed from the Right-of-Way since the last reported inventory, and may thereafter omit reference to the Deactivated Facilities.
- G. Graffiti Abatement. As soon as practical, but not later than thirty (30) days from the date Franchisee receives notice or is otherwise aware, Franchisee shall remove all graffiti on any of its Small Wireless Facilities of which it is the owner of the pole or structure, or on the Small Wireless Facilities themselves attached to a third-party pole (i.e., graffiti on the shrouding protecting the radios). The foregoing shall not relieve Franchisee from complying with any City graffiti or visual blight ordinance or regulation.
- H. Emissions Reports.
 - (1) Franchisee is obligated to comply with all applicable laws relating to allowable presence of or human exposure to Radiofrequency Radiation ("RFs") or Electromagnetic Fields ("EMFs") on or off any poles or structures in the Rights-of-Way, including all applicable FCC standards. Franchisee shall comply with the RF emissions certification requirements under applicable Law.

- (2) Nothing in this Franchise prohibits the City from requiring an annual RF certification letter. The City may inspect any of Franchisee's Facilities and equipment located in the Rights-of-Way. If the City discovers that the emissions from a Facility exceeds the FCC standards, then the City may order Franchisee to immediately turn off the Facility, or portion thereof committing the violation, until the emissions exposure is remedied. Such order shall be made orally by calling (800) 832-6662 and also by written notice pursuant to Section 26. Franchisee is required to promptly turn off that portion of the Facility that is in violation no later than forty-eight (48) hours after receipt of oral notice. Franchisee shall reimburse the City for any costs incurred by the City for inspecting the Facility and providing notice as described in Section 18.
- I. Interference with Public Facilities. Franchisee's Small Wireless Facilities shall not physically interfere or cause harmful interference, as defined in 47 CFR 15.3(m), with any City operations (including, but not limited to, traffic lights, public safety radio systems, or other City communications infrastructure), or with the emergency communications operation or equipment. If the Small Wireless Facilities cause such harmful interference, Franchisee shall respond to the City's request to address the source of the interference as soon as practicable, but in no event later than forty-eight (48) hours after receipt of notice. The City may require, by written notice, that Franchisee power down the specific Small Wireless Facilities, or portion thereof, causing such interference if such interference is not remedied within forty-eight (48) hours after notice. If, within thirty (30) days after receipt of such written notice from the City of such interference, Franchisee has not abated such interference in a manner that is consistent with federal guidelines, such Small Wireless Facility may be deemed an Unauthorized Facility and subject to the provisions of Section 13.1 or removal by the City consistent with Section 6.H. The Small Wireless Facility, or interfering portion thereof, must remain powered down (except for testing purposes) during the abatement period; otherwise the City may take more immediate action consistent with Section 6.H to protect the public health, safety, and welfare.
- J. Interference with Other Facilities. Franchisee is solely responsible for determining whether its Small Wireless Facilities interfere with telecommunications facilities of other utilities and franchisees within the Rights-of-Way. Franchisee shall comply with the rules and regulations of the Federal Communications Commission regarding radio frequency interference when siting its Small Wireless Facilities within the Franchise Area. Franchisee, in the performance and exercise of its rights and obligations under this Franchise shall not physically or technically interfere in any manner with the existence and operation of any and all existing utilities, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliners, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable law or this Franchise.

Section 14. Hold Harmless and Assumption of Risk.

- A. Franchisee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the City, its officers, officials (elected or appointed) employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property to the extent caused by or arising out of any acts or omissions of Franchisee, its agents, servants, officers, or employees in the performance of this Franchise and any rights granted within this Franchise. This indemnification obligation shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.
- B. Inspection or acceptance by the City of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 14.
- C. The City shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the City. Franchisee may choose counsel to defend the City subject to this Section 14.C. City's failure to so notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, also including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Franchisee to represent the City, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding, as mutually agreed by City and Franchisee, and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City, but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Franchisee. Each party agrees to cooperate, and to cause its employees and agents to cooperate,

with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

- D. Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the City, its officers, officials (elected or appointed), employees, or agents, the obligations of Franchisee under the indemnification provisions of this Section 14, and any other indemnification provision herein shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, officials, employees or agents and the Franchisee. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Franchisee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the City directly against the Franchisee for claims made against the City by Franchisee's employees. This waiver has been mutually negotiated by the parties.
- E. Notwithstanding any other provisions of this Section 14, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, elected or appointed officials, or contractors. In no event shall either party be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Franchisee further agrees to indemnify, hold harmless, and defend the City against any third party claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, officials (elected or appointed), agents, employees, or contractors.
- F. The provisions of this Section 14 shall survive the expiration, revocation, or termination of this Franchise.

Section 15. Insurance.

- A. Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Franchisee. Franchisee shall endeavor to require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee. Franchisee shall procure insurance from insurers with a current A.M. Best rating of not less than A-, VII. Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement (or blanket endorsement) to the City for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence insurance that includes:
- (1) Automobile Liability insurance with limits of \$5,000,000 combined single limit each accident for bodily injury and property damage;
 - (2) Commercial General Liability insurance as per form ISO CG 00 01 or its equivalent, written on an occurrence basis with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, contractual liability; premises; operations; independent contractors; products and completed operations; broad form property damage; explosion, collapse and underground (XCU);
 - (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable; and
 - (4) Excess Umbrella liability policy with limits of \$10,000,000 per occurrence and in the aggregate. Franchisee may use any combination of primary and excess to meet required total limits.
- B. Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee may utilize primary and Umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 15. Franchisee's Umbrella liability insurance policy shall be at least as broad as its primary coverage.
- C. The required Commercial General Liability and Umbrella/Excess Liability insurance policies obtained by Franchisee shall include the City, its officers, officials, and employees ("Additional Insureds"), as additional insureds as their interests may appear under this Franchise, with coverage at least as broad as ISO form CG 20 11 or CG 20 26, or their equivalent and the required Commercial

Auto Liability policy obtained by Franchisee shall include the City, its officers, officials, and employees ("Additional Insureds"), as an additional insured with regard to the use of vehicles by or on behalf of Franchisee while in performance of this Agreement. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability and except with respect to the rights and duties of Franchisee as the first named insured. Franchisee shall provide to the City a certificate or copies of required insurance and blanket additional insured endorsement. Receipt by the City of any certificate showing less coverage than required, is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's required Commercial General and Automobile Liability insurance shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Franchisee's required insurance and shall not contribute with it.

- D. Upon receipt of notice from its insurer(s), Franchisee shall provide the City with thirty (30) days prior written notice of any cancellation or nonrenewal of any insurance policy that is not replaced, required pursuant to this Section 15. Franchisee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 15. Failure to provide the insurance cancellation notice and to furnish to the City certificates of insurance as evidence of renewal or replacement insurance policies meeting the requirements of this Section 15 shall be considered a material breach of this Franchise and subject to the City's election of remedies described in Section 25 below. Notwithstanding the cure period described in Section 25.B, the City may pursue its remedies within ten (10) business days of Franchisee's failure to furnish certificates of insurance as evidence of renewal or replacement insurance.
- E. Franchisee's maintenance of insurance as required by this Section 15 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee.
- F. The City may review all insurance limits once every three (3) years during the term, may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Franchisee and review by Franchisee. Franchisee shall provide a certificate of insurance to the City showing compliance with these adjustments and the additional insured endorsement
- G. As of the Effective Date of this Franchise, Franchisee is not self-insured with respect to the required insurance. For the purposes of this section G, the maintenance of commercially reasonable deductibles and self-insured

retentions shall not be considered self-insurance. Should Franchisee wish to become self-insured at the levels outlined in this Franchise at a later date, Franchisee (or its affiliated parent) entity shall comply with the following: (i) provide the City, upon request, a copy of Franchisee's (or its parent company's), most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) Franchisee (or its parent company) is responsible for all payments within the self-insurance program; and (iii) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

Section 16. Security Fund.

- A. Franchisee shall establish and maintain a security fund in the amount of fifty thousand dollars (\$50,000), at its cost, with the City by depositing such monies, bonds, letters of credit, or other instruments in such form and amount acceptable to the City and running or renewable for the term of this Franchise. No sums may be withdrawn from the fund by Franchisee without consent of the City. The security fund shall be maintained at the sole expense of Franchisee so long as any of the Franchisee's facilities occupy a Public Way.
 - (1) The fund shall serve as security for the full and complete performance of this Franchise, including any claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, the City pays or incurs, including civil penalties, because of any failure attributable to Franchisee to comply with the provisions of this Franchise or the codes, ordinances, rules, regulations, standards, or permits of the City.
- B. Before any sums are withdrawn from the security fund, the City shall give written notice to Franchisee:
 - (1) Describing the act, default or failure to be remedied, or the claims, costs, damages, judgments, awards, or liability which the City has incurred or may pay by reason of Franchisee's act or default;
 - (2) Providing a reasonable opportunity for Franchisee to first remedy the existing or ongoing default or failure, if applicable;
 - (3) Providing a reasonable opportunity for Franchisee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and
 - (4) Franchisee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.
- C. Franchisee shall replenish the security fund within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the fund.

- D. Insufficiency of the security fund shall not release or relieve Franchisee of any obligation or financial responsibility. The amount of the bond shall not be construed to limit Franchisee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or inequity.

Section 17. Construction and Maintenance Bonds.

- A. If required by permit, Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the City equal to at least 120% of the estimated cost of constructing Franchisee's Facilities within the Rights-of-Way of the City prior to commencement of any such work or such other amount as deemed appropriate by the Public Works Director. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the City; (4) restoration of the Rights-of-Way and other City properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the City or City property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 17.B. Compliance with the Performance Bond requirement of the City's current Design and Construction Standards shall satisfy the provisions of this Section 17.A. In lieu of a separate Performance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the City's bond requirements by posting a single on-going performance bond in an amount approved by City.
- B. Maintenance Bond. Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 17.B must be in place prior to City's release of the bond required Section 17.A. Compliance with the Maintenance Bond requirement of the City's current Design and Construction Standards shall satisfy the provisions of this Section 17.B. In lieu of a separate Maintenance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the Maintenance Bond requirement by posting a single on-going Maintenance Bond in an amount approved by City.

Section 18. Taxes, Charges, and Fees.

- A. Franchisee shall pay and be responsible for (i) all charges and fees imposed to

recover actual administrative expenses incurred by the City that are directly related to receiving and approving this Franchise, (ii) any use and/or development authorizations which may be required, or (iii) any permit which may be required, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to Chapter 43.21C RCW. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse Franchisee from paying and being responsible for other actual administrative expenses incurred by the City.

- (1) Franchisee shall pay a fee for the actual administrative expenses incurred by the City that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this Franchise.
 - (2) Franchisee shall pay fees according to applicable sections of the Richland Municipal Code, including but not limited to Title 28, Title 12, and Title 14.
- B. Franchisee shall pay and be responsible for taxes permitted by law. Franchisee acknowledges that certain of its business activities may be subject to taxation as a telephone business and that Franchisee shall pay to the City the rate applicable to such taxable services under Title 5 RMC, and consistent with state and federal law. The parties agree that if there is a dispute regarding tax payments, the process in Title 5 RMC shall control. In that event, the City may not enforce remedies under Section 25.A or Section 25.B or commence a forfeiture or revocation process pursuant to Section 25.C until the dispute is finally resolved either consistent with Richland Municipal Code Title 5 or by judicial action and then only if the Franchisee does not comply with such resolution. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Title 5 RMC as may be permitted by law.
- C. Where the City incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, City staff and City Attorney time, undertaken through the authority granted in this Franchise, or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the City in accordance with the provisions of Section 18(E).
- D. Franchisee shall promptly reimburse the City in accordance with the provisions of Section 18.E and Section 18.F for any and all costs the City reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the City. The City agrees to

simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

- E. Franchisee shall reimburse the City within sixty (60) days of submittal by the City of an billing for incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of City personnel assigned to oversee or engage in any work in the Rights-of-Way as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities, or the routing or rerouting of any utilities so as not to interfere with Franchisee's Facilities.
- F. The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.
- G. Franchisee hereby warrants that its operations, as authorized under this Franchise, are those of a telephone business as defined in RCW 82.16.010, or a service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

Section 19. Shared Excavations; Additional Ducts and Conduits.

- A. If Franchisee shall, at any time, plan to make excavations in any area covered by this Franchise, the Franchisee shall afford the City, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:
 - (1) Such joint use shall not unreasonably delay the work of the Franchisee

causing the excavation to be made;

- (2) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;
 - (3) To the extent reasonably possible, Franchisee, at the direction of the City, shall cooperate with the City and provide other private utility companies with the opportunity to utilize joint or shared excavations in order to minimize disruption and damage to the Right-of-Way, as well as to minimize traffic-related impacts: and Franchisee may only charge the incremental costs to the City of installing facilities supplied by the City in such joint or shared excavations.
- B. Franchisee shall inform the City with at least thirty (30) days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the City with an opportunity to request that Franchisee provide the City with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070. If the City elects to use Franchisee's ducts or conduits, the parties shall enter into contract consistent with RCW 80.36.150 to, among other things, provide for the recovery of Franchisee's incremental costs.
- C. Except as expressly provided in this section, Franchisee shall not charge the City for any costs, of any kind whatsoever, for facilities provided by Franchisee in accordance with this Section 19.

Section 20. Intentionally Omitted.

Section 21. Acquisition of Facilities. Upon Franchisee's acquisition of any facilities in the Public Way, or upon any addition or annexation to the City of any area in which Franchisee has facilities, such facilities shall immediately be subject to the terms of this Franchise without further action of the City or Franchisee.

Section 22. Vacation of Rights-of-Way. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The City shall notify the Franchisee in writing not less than sixty (60) days before vacating all or any portion of any such area. The City may, after sixty (60) days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

Section 23. Records; Duty to Provide Information.

- A. Within thirty (30) days of a written request from the City, but in no event more than once annually, Franchisee shall furnish the City with all requested information sufficient to reasonably demonstrate that the Franchisee has complied with all applicable requirements of this Franchise:

- (1) That Franchisee has complied with all requirements of this Franchise;
 - (2) That taxes, fees, charges, or other costs owed or payable by Franchisee have been properly collected and paid; and
 - (3) Franchisee's obligations under this section are in addition to those provided in Section 6.J, Section 6.L and subsection (B) below.
- B. Franchisee will manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City will have access to, and the right to inspect, any documents and records of Franchisee and its affiliates that are reasonably necessary for the enforcement of this Franchise or to verify Franchisee's compliance with terms or conditions of this Franchise. Franchisee will not deny the City access to any of Franchisee's records on the basis that Franchisee's documents or records are under the control of any affiliate or a third party.
- C. All books, records, maps and documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this Section 23.C shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by state or federal law, nothing in this Section shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information including but not limited to names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.
- D. One copy of documents and records requested by the City will be furnished to the City at the cost of Franchisee. If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, the parties will promptly meet and discuss how Franchisee shall produce the documents.
- E. Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit. Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Franchisee

has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests.

- F. Nothing in this Franchise prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of public records, and the City shall not be liable to Franchisee for compliance with any law or court order requiring the release of public records. Franchisee shall indemnify, defend, and hold the City harmless against any claims, liabilities, penalties, costs and attorneys' fees that the City incurs based on public records that are in the possession or under the dominion and control of Franchisee, including, but not limited to, Franchisee's failure or declination to retain or conduct a reasonable search in compliance with law, withhold in whole or in part, or timely provide the public records to the City, or based upon any and all actions of Franchisee in seeking to prevent disclosure of a record in whole or in part that is in the possession of the City. The City shall comply with any injunction or court order obtained by Franchisee that prohibits the disclosure of any confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Franchisee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

Section 24. Assignment or Transfer. Franchisee's rights, privileges, and authority under this Franchise, and ownership or working control of facilities constructed or installed pursuant to this Franchise, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, except as provided herein, or without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any transfer, assignment or disposal of Franchisee's rights, privileges, and authority under this Franchise, or ownership or working control of facilities constructed or installed pursuant to this Franchise, may be subject to reasonable conditions as may be prescribed by the City.

- A. Franchisee and the proposed assignee or transferee shall provide and certify the following information to the City not less than one hundred and twenty (120) days prior to the proposed date of assignment, transfer, or disposal:
- (1) Complete information setting forth the nature, terms and condition of the proposed assignment, transfer, or disposal;
 - (2) Any other information reasonably required by the City; and
 - (3) A transfer application fee in an amount to be determined by the City to recover actual administrative costs directly related to receiving and approving the proposed assignment, transfer, or disposal.

- B. No assignment, transfer, or disposal may be made or shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to operate, maintain, repair, and remove facilities constructed or installed pursuant to this Franchise and to comply with the terms and conditions of this Franchise.
- C. Any transfer, assignment, or disposal of rights, privileges, and authority under this Franchise or ownership or working control of facilities constructed or installed pursuant to this Franchise, without prior written approval of the City pursuant to this section, shall be void and is cause for termination of this Franchise.
- D. Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in Section 24.E below, or to an entity that acquires all or substantially all of Franchisee's assets located in the area defined by the Federal Communications Commission in which the Facilities are located, or for collateral security purposes.
- E. Any transactions which singularly or collectively result in a change of 50% or more of the: (i) ownership or working control (for example, management of Franchisee or its Facilities) of the Franchisee; or (ii) ownership or working control of the Franchisee's Facilities within the City; or (iii) control of the capacity or bandwidth of the Franchisee's Facilities within the City, shall be considered an assignment or transfer requiring notice to and consent by the City pursuant to this Franchise. Such transactions between affiliated entities are not exempt from notice requirements. A Franchisee shall notify the City of any proposed change in, or transfer of, or acquisition by any other party of control of a Franchisee within sixty (60) days following the closing of the transaction.
- F. All terms and conditions of this Franchise shall be binding upon all successors and assigns of Franchisee and all persons who obtain ownership or working control of any facility constructed or installed pursuant to this Franchise.

Section 25. Violations, Noncompliance, and Other Grounds for Termination or Cancellation.

- A. The City may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the City by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Franchisee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein. Provided, further, that by

entering into this Franchise, it is not the intention of the City or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law, equity, or otherwise, and nothing contained here shall be deemed or construed to affect any such waiver

- B. If Franchisee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Franchisee under the provisions of this Franchise, the City shall provide Franchisee with written notice specifying, with reasonable particularity, the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the City may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, the City may, at its discretion: (1) commence revocation proceedings, pursuant to Section 25.C; or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the security fund set forth in Section 16; or (3) suspend the issuance of additional permits; or (4) pursue other remedies as described in Section 25.A above.
- C. This Franchise, and any right, privilege or authority of Franchisee to enter, occupy or use public ways may be terminated or cancelled by the City for any of the following reasons:
- (1) Violation of or noncompliance with any term or condition of this Franchise by Franchisee;
 - (2) Violation of or noncompliance with the material terms of any use and/or development authorization or required permit by Franchisee;
 - (3) Construction, installation, operation, maintenance, or repair of facilities on, in, under, over, across, or within any Public Way without Franchisee first obtaining use and/or development authorization and required permits from the City and all other appropriate regulatory authorities;
 - (4) Unauthorized construction, installation, operation, maintenance, or repair of facilities on City property;
 - (5) Misrepresentation or lack of candor, by or on behalf of, Franchisee in any application or written or oral statement upon which the City relies in making the decision to grant, review or amend any right, privilege or authority to Franchisee;

- (6) Abandonment of facilities;
 - (7) Failure of Franchisee to pay taxes, fees, charges or costs when and as due; or
 - (8) Insolvency or bankruptcy of Franchisee.
- D. In the event that the City believes that grounds exist for termination or cancellation of this Franchise or any right, privilege or authority of Franchisee to enter, occupy or use public ways, Franchisee shall be given written notice, and providing Franchisee a reasonable period of time not exceeding sixty (60) calendar days to furnish evidence:
- (1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation, noncompliance, or other grounds for termination or cancellation;
 - (2) That rebuts the alleged violation, noncompliance, or other grounds for termination or cancellation; or
 - (3) That it would be in the public interest to impose some penalty or sanction less than termination or cancellation.
- E. In the event that Franchisee fails to provide evidence reasonably satisfactory to the City as provided in subsection (D) of this section, the City shall refer the apparent violation, noncompliance, or other grounds for termination or cancellation to the City Council. The City Council shall provide the Franchisee with notice and a reasonable opportunity to be heard concerning the matter.
- F. If the City Council determines that the violation, noncompliance, or other grounds for termination or cancellation arose from willful misconduct or gross negligence by Franchisee, then, Franchisee shall, at the election of the City Council, forfeit all rights, privileges and authority conferred under this Franchise or any use and/or development authorization or permit granted by the City, and this Franchise and any such use and/or development authorization or permit may be terminated or cancelled by the City Council. The City Council may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to pursue other remedies, including obtaining an order compelling Franchisee into compliance or to take corrective action, or to recover damages and costs incurred by the City by reason of Franchisee's actions or omissions. The City Council shall utilize the following factors in analyzing the nature, circumstances, extent, and gravity of the actions or omissions of Franchisee:
- (1) Whether the misconduct was egregious;
 - (2) Whether substantial harm resulted;

- (3) Whether the violation was intentional;
- (4) Whether there is a history of prior violations of the same or other requirements;
- (5) Whether there is a history of overall compliance; and
- (6) Whether the violation was voluntarily disclosed, admitted or cured.

G. The City Council's choice of remedy shall not excuse Franchisee from compliance with any term or condition of this Franchise or the material terms of any use and/or development authorization or required permit by Franchisee. Franchisee shall have a continuing duty to remedy any violation, noncompliance, or other grounds for termination or cancellation. Further, nothing herein shall be construed as limiting any remedies that the City may have, at law or in equity, for enforcement of this Franchise and any use and/or development authorization or permit granted to Franchisee.

Section 26. Notices.

A. Any regular notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

The City: City of Richland
 Attn: City Manager
 625 Swift Boulevard
 Richland, WA 99352

Franchisee: USCOC of Richland, Inc.
 Attn: Real Estate Lease Administration
 8410 West Bryn Mawr Avenue
 Chicago, IL 60631

B. Franchisee shall additionally provide a phone number and designated official to respond to City questions. In case of emergencies, the City may contact 800-510-6091,2 to request immediate repair or shutoff. After being notified of an emergency, Franchisee shall cooperate with the City and make commercially reasonable efforts to immediately respond to minimize damage, protect the health and safety of the public and repair facilities to restore them to proper working order. Annually, on request of the City, Franchisee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

- C. Additionally, Franchisee shall designate a Franchise manager or government affairs liaison, and shall use reasonable efforts to periodically update the City with contact information for a Franchise manager or government affairs liaison to act as a resource for the City for Franchise related questions, including but not limited to questions related to Franchise compliance, scheduling and construction. Failure to periodically update the City with the contact information will not be considered a breach of this Franchisee.

Section 27. Non-Waiver. The failure of the City to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the City and shall not prevent the City from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

Section 28. Eminent Domain. This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 29. Limitation of Liability. Administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servants, agents, and representatives for any injury or damage from the failure of the Franchisee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

Section 30. Intentionally Omitted.

Section 31. Governing Law and Venue. This Franchise and use of the applicable Public Ways will be governed by the laws of the State of Washington, unless preempted by federal law. Franchisee agrees to be bound by the laws of the State of Washington, unless preempted by federal law, and subject to the jurisdiction of the courts of the State of Washington. Any action relating to this Franchise must be brought in the Superior Court of Washington for Benton County, or in the case of a federal action, the United States District Court for the Eastern District of Washington at Richland, Washington, unless an administrative agency has primary jurisdiction.

Section 32. Severability. If any section, sentence, clause or phrase of this Franchise or its application to any person or entity should be held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any other section, sentence, clause or phrase of this Franchise nor its application to any other person or entity.

Section 33. Miscellaneous.

- A. Equal Employment and Nondiscrimination. Throughout the term of this Franchise, Franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.
- B. Descriptive Headings. The headings and titles of the sections and subsections of this Franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.
- C. Costs and Attorneys' Fees. If any action or suit arises in connection with this Franchise, the substantially prevailing party will be entitled to recover all of its reasonable costs, including attorneys' fees, as well as costs and reasonable attorneys' fees on appeal, in addition to such other relief as the court may deem proper.
- D. No Joint Venture. Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.
- E. Mutual Negotiation. This Franchise was mutually negotiated by the Franchisee and the City and has been reviewed by the legal counsel for both parties. Neither party will be deemed to be the drafter of this Franchise.
- F. Third-Party Beneficiaries. There are no third-party beneficiaries to this Franchise.
- G. Actions of the City or Franchisee. In performing their respective obligations under this Franchise, the City and Franchisee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.
- H. Entire Agreement. This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior oral and written negotiations between the parties.
- I. Modification. The parties may alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification. Nothing in this subsection shall impair the City's exercise of authority reserved to it under this Franchise.
- J. Non-exclusivity. This Franchise does not confer any exclusive right, privilege, or

authority to enter, occupy or use public ways for delivery of telecommunications services or any other purposes. This Franchise is granted upon the express condition that it will not in any manner prevent the City from granting other or further franchises in, on, across, over, along, under or through any PublicWay.

- K. Rights Granted. This Franchise does not convey any right, title or interest in public ways, but shall be deemed only as authorization to enter, occupy, or use public ways for the limited purposes and term stated in this Franchise. Further, this Franchise shall not be construed as any warranty of title. This Franchise may be enforced by both law and equity.
- L. Contractors and Subcontractors. Franchisee's contractors and subcontractors must be licensed and bonded in accordance with the City's ordinances, rules, and regulations. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Franchisee. Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.
- M. Hazardous Substances. Franchisee shall not introduce or use any hazardous substances (chemical or waste) in violation of any applicable law or regulation, and Franchisee shall not allow any of its agents, contractors, or any person under its control to do the same. Franchisee will be solely responsible for and will defend, indemnify, and hold the City and its officers, officials, employees, agents, and representatives harmless from and against any and all claims, costs, and liabilities, including reasonable attorney fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and/or with the use, storage or disposal of such substances by Franchisee's agents, contractors, or other persons acting under Franchisee's control, whether or not intentional. Notwithstanding the foregoing, any and other provision in this Franchise, Franchisee shall not be liable or responsible for any environmental condition except to the extent Franchisee causes the condition or exacerbates the condition of which it has reason to be aware.
- N. Licenses, Fees and Taxes. Prior to constructing any improvements, Franchisee shall obtain a business or utility license from the City. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

- O. FAA and FCC. Franchisee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Franchisee shall indemnify and hold the City harmless from any fines or other liabilities caused by Franchisee's failure to comply with such requirements. Should Franchisee or the City be cited by either the FCC or the FAA because the Facilities or the Franchisee's equipment is not in compliance, and should Franchisee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately (on notice to the Franchisee), or proceed to cure the conditions of noncompliance at the Franchisee's expense.
- P. Acceptance. Franchisee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Exhibit A. In addition, Franchisee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 15, any Performance Bond, if applicable, pursuant to Section 17.A, and the security fund required pursuant to Section 16.
- Q. Survival. All of the provisions, conditions, and requirements of Section 5, Section 10, Section 11, Section 14, Section 15, Section 31 and Section 33.Q of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.
- R. Expiration. If this Franchise expires without renewal, the City may, subject to applicable law:
- (1) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or
 - (2) The City may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 10.

Section 34. Publication. The City Clerk is authorized and directed to publish this Ordinance in accordance with the Richland City Charter.

Section 35. Effective Date. This Ordinance shall become effective on the thirty-first (31st) day after its first publication as required by law, but if, and only if, the Franchisee has endorsed this Ordinance and accepted the terms and conditions thereof.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2021.

Ryan Lukson, Mayor

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____

EXHIBIT A
ACCEPTANCE:

The provisions of this Franchise are agreed to and hereby accepted. By accepting this Franchise, Franchisee covenants and agrees to perform, and be bound by, each and all of the terms and conditions imposed by the franchise and the municipal code and ordinances of the City.

By: _____

Printed Name: _____

Title: _____

CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the Franchisee returned a signed copy of this Franchise to the City Council in accordance with this Franchise; (2) the Franchisee has presented to the City acceptable evidence of insurance and security as required in this Franchise; and (3) the Franchisee has paid all applicable processing costs set forth in the franchise.

The effective date of this Franchise Ordinance is:_____

Jennifer Rogers, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 28-21, Vacating an Unopened Portion of Davenport Street Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
28-21

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 28-21, vacating an unopened portion of Davenport Street right-of-way.

Summary:

The property owner of 302 Wellsian Way is proposing to construct a commercial development on its project site, which is bordered on the north and south by unimproved city street rights-of-way for Davenport Street and Comstock Street, respectively.

The City's long-range transportation planning does not require public street improvements in the Davenport Street right-of-way, but the City will benefit from completion of public street improvements in the Comstock Street right-of-way between Goethals Drive and Wellsian Way. The property owner believes that its project will also be improved by the addition of the unused Davenport Street right-of-way. City utilities are presently located in the north half of the unopened Davenport Street right-of-way, and pedestrians regularly use that same space. The proposed ordinance includes the reservation of an easement to secure the City's utilities and a potential future pedestrian path in the north half of the unopened portion of Davenport Street right-of-way to be vacated.

State law requires that a public hearing be held to allow public consideration of this proposal. Said hearing was held on September 21, 2021 and no public testimony was offered. This vacation action is pursuant to an agreement approved by the Richland City Council in April 2021.

Staff recommends approval of Ordinance No. 28-21 for second reading and passage.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 28-21
2. Davenport Right-of-Way Vacation Request letter

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 28-21

AN ORDINANCE of the City of Richland vacating a portion of unopened Davenport Street right-of-way.

WHEREAS, the property owner of 302 Wellsian Way (the "Project Site") is proposing to construct a commercial development on the Project Site (the "Project"); and

WHEREAS, the Project Site is bordered on the north and south by unimproved city street rights-of-way for Davenport Street and Comstock Street, respectively; and

WHEREAS, the City's long-range transportation planning does not require public street improvements in the Davenport Street right-of-way, but the City will benefit by completion of public street improvements in the Comstock Street right-of-way between Goethals Drive and Wellsian Way; and

WHEREAS, pedestrians regularly use the unopened Davenport Street right-of-way; and

WHEREAS, City utilities are located in the north half of the unopened Davenport Street right-of-way; and

WHEREAS, the Project will be improved by the addition of the unopened Davenport Street right-of-way to the Project Site; and

WHEREAS, pursuant to an agreement approved by Richland City Council in April 2021, the property owner has formally requested vacation of the unopened Davenport

Street right-of-way, and has provided the required financial security to ensure completion of the public street improvements to the Comstock Street right-of-way; and

WHEREAS, through this Ordinance No. 28-21, the City will reserve an easement to secure its utilities and a potential future pedestrian path in the north half of the unopened Davenport Street right-of-way; and

WHEREAS, state Law requires that a public hearing be held to allow public consideration of this proposal; and

WHEREAS, on August 17, 2021, Richland City Council adopted Resolution No. 100-21, setting September 21, 2021 at 6:00 p.m. as the date and time for said hearing; and

WHEREAS, on September 19, 2021, notice was duly published that a virtual public hearing would be held on September 21, 2021 to take public testimony on the proposed vacation action; and

WHEREAS, on September 21, 2021, a virtual public hearing consistent with Governor Inslee's Proclamation 20-28 was held by Richland City Council to receive public testimony; and

WHEREAS, the City Council of the City of Richland has considered all matters presented at the public hearing on the proposed vacation, hearing no objection to his vacation, and does hereby find that the vacation of said property with reservation of an easement interest is appropriate and in the best interests of the public.

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

Section 1. The City vacates that portion of unopened Davenport Street right-of-way described and depicted in **Exhibit A**, attached hereto and incorporated herein by this reference, subject to the provisions of Chapter 35.79 RCW and the condition set forth in Section 2 of this Ordinance.

Section 2. Pursuant to RCW 35.79.030, the City hereby retains an easement in respect to the vacated land for the construction, repair, and maintenance of public utilities and services, including but not limited to a public pathway. The easement is legally described and depicted in **Exhibit B**, attached hereto and incorporated herein by this reference.

Section 3. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached exhibits, duly certified by the City Clerk as a true copy.

Section 4. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 5. 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 6. 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 5th day of October, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: October 10, 2021

Exhibit A to Ordinance No. 28-21

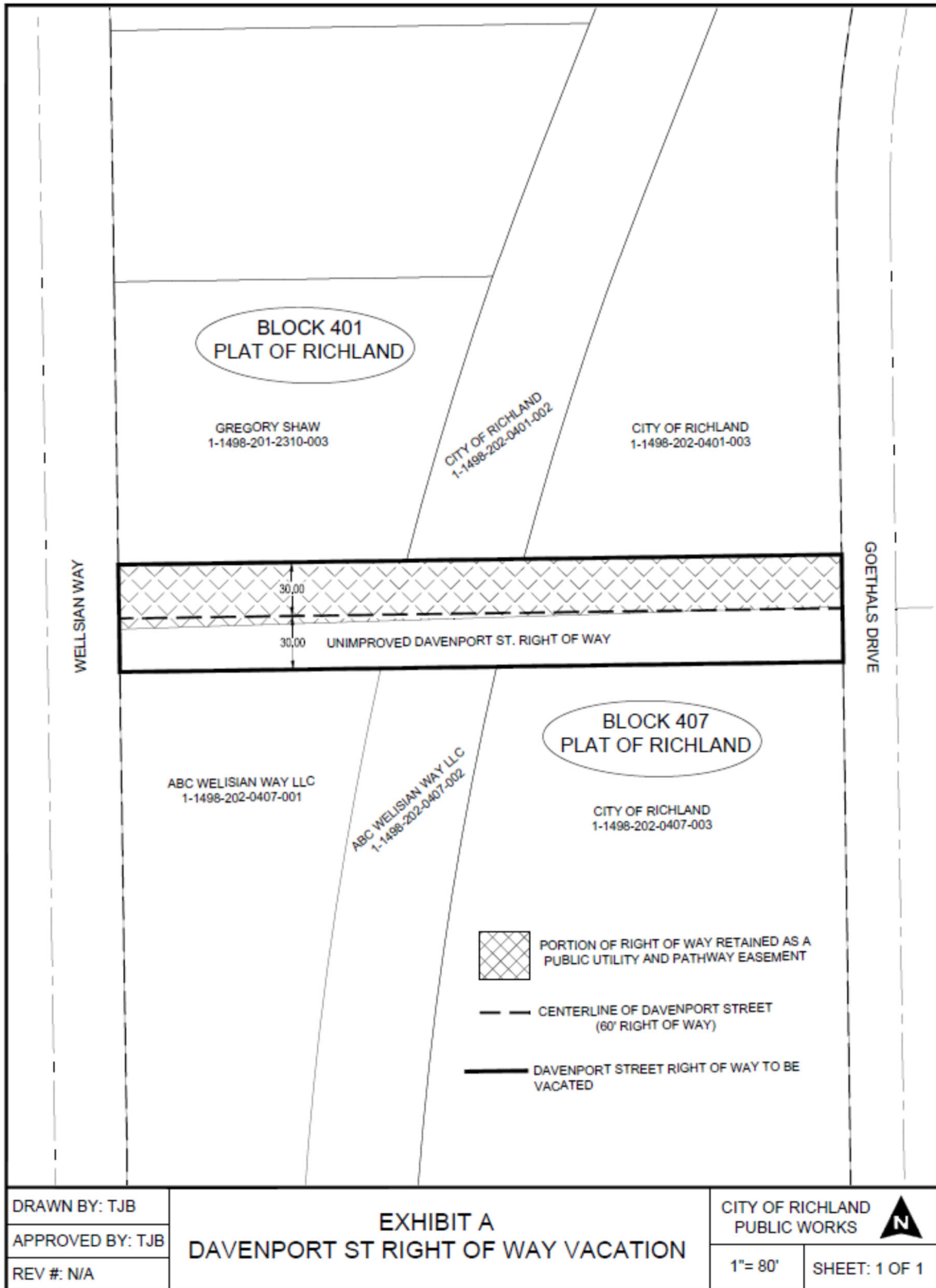


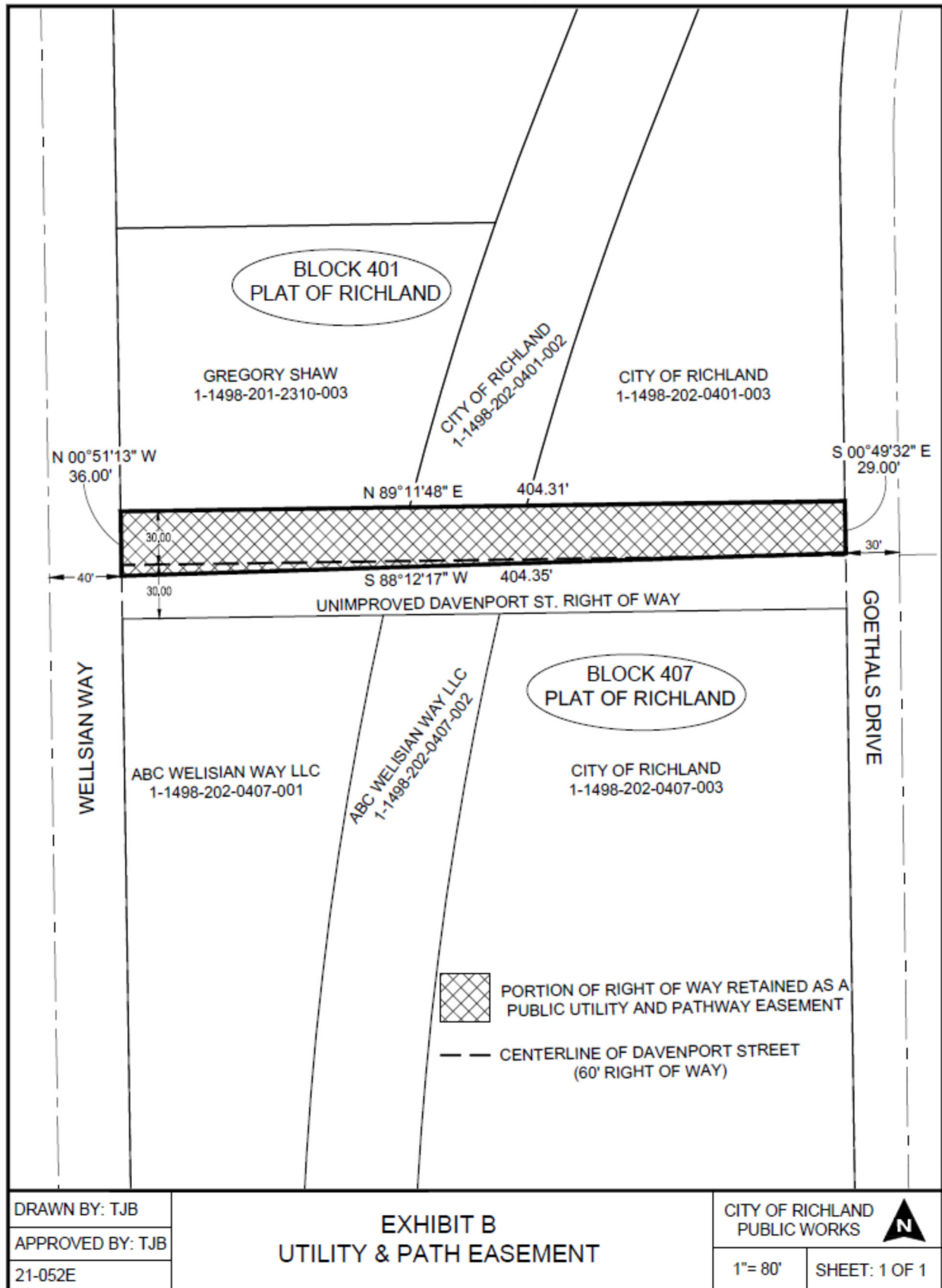
Exhibit B to Ordinance No. 28-21

Legal Description and Depiction of Easement for Utilities and Public Pathway Access

An easement lying in the Northwest Quarter of Section 14, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, being a portion of Davenport Street as shown on Sheet 30, Plat of Richland, records of said county and state being more particularly described as follows;

Beginning at the Southwest corner of Block 401 of said Plat of Richland, said point being the Northeast corner of the intersection of Wellsian Way and Davenport Street; Thence along the North line of said Davenport Street and South line of Said Block 401 North 89°11'48" East, a distance of 404.31 feet to the Southeast corner of said Block 401 and Northwest corner of the intersection of Davenport Street and Goethals Drive; Thence South 00°49'32" East, parallel and 30 feet distance from the centerline of said Goethals Drive, a distance of 29.00 feet; Thence South 88°12'17" West a distance of 404.35 feet to a point 40.00 feet distant from the centerline of said Wellsian Way; Thence North 00°51'13" West, parallel and 40 feet distance from the centerline of said Wellsian Way, a distance of 36.00 feet to the True Point of Beginning.

Exhibit B – Page 2



ABC WELLSIAN WAY, LLC

421 W. Riverside Ave., Suite 470 Spokane, WA 99201
Office: (509) 951-0341 Fax: (866)-212-2465

July 15, 2021

Pete Rogalsky, PE
Public Works Department
625 Swift Blvd. MS-26
Richland, WA 99352

Dear Mr. Rogalsky,

Pursuant to paragraphs 5 and 9 of The Agreement Re: Property Development, Right-of-Way Improvements, and Right-of-Way Vacation of April 30, 2021, we are requesting the City proceed as necessary to complete the vacation of the referenced Davenport right of way.

We appreciate a deposit will be required; let us know the amount when that has been determined, and any specifics regarding the mechanics of making the deposit.

Thanks.

A handwritten signature in blue ink, appearing to read "DALCY", is written over a faint, light blue rectangular stamp or watermark.

Ryan Daley
Managing Member



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 115-21, Authorizing a Purchase Order with Axon Enterprises, Inc. for Public Safety Camera Systems

Department:
Police

Ordinance/Resolution Number:
115-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 115-21, authorizing the City Manager to sign and execute a purchase order to acquire public safety camera systems from Axon Enterprise Inc. through an existing cooperative purchasing agreement.

Summary:

During the 2021 Washington State Legislative Session, HB 1223 – Uniform Electronic Recordation of Custodial Interrogations was passed and takes effect January 1, 2022. This new legislation requires that any custodial interrogation of an adult for a felony offense, or a juvenile of any offense, be electronically recorded. If the interrogation is in a cell, jail, or law enforcement office, it must be both audio and video recorded. All other locations must be recorded by audio at minimum.

The Richland Police Department and neighboring jurisdictions engaged in discussion on how to best satisfy the recordation requirement while also looking for a solution and/or device that meets all needs. After careful consideration, the local jurisdictions determined that Axon Enterprises, Inc. best serves the needs of officers, justice partners, and various other community stakeholders. The Pasco Police Department has been using the Axon Body-Worn Cameras (BWC) with the Evidence.com solution for several years, and recently decided to replace their WatchGuard in-car camera system with Axon's Fleet 3 solution. The Kennewick Police Department, West Richland Police Department, and Benton County Sheriff's Office are also in the process of acquiring Axon products for their respective agencies.

RMC 3.04.100 allows the City to waive formal bid process requirements in favor of another agency's cooperative purchasing agreement so long as the solicitation for the cooperative purchasing agreement meets the City's purchasing requirements. The City has a long-standing cooperative purchasing agreement with Sourcewell that allows Richland to purchase products and services under Sourcewell contracts. Sourcewell has contracted with Axon Enterprises, Inc. for public safety camera systems under Contract No. 010720-AXN, which is a cooperative purchasing agreement available to the City. The Sourcewell solicitation and current cooperative purchasing agreement have been reviewed to ensure compliance with RCW 39.34.030 and RMC 3.04.100.

The City will pay Axon Enterprises, Inc. the same rates and fees for the procurement of these devices as listed in the Sourcewell contract, and Richland's payment plan will consist of five (5) equal payments of \$202,709.07 made every year for five (5) years beginning 2021 and ending in 2025.

Fiscal Impact:

The proposed purchasing commitment is a five (5) year agreement with an annual cost of \$202,709.07.

Attachments:

1. Resolution No. 115-21
2. Axon Enterprises, Inc. Quote

RESOLUTION NO. 115-21

A RESOLUTION of the City of Richland authorizing a purchase order with Axon Enterprise, Inc. for a public safety video camera system.

WHEREAS, under the Uniform Electronic Recordation of Custodial Interrogations Act, adopted by the Washington State Legislature in 2021, all custodial interrogations of suspects believed to have committed felony or juvenile offenses must be electronically recorded, to include a video component for interrogations occurring in a cell, jail, or law enforcement office; and

WHEREAS, the Richland Police Department has received funding from Washington State SB (2021-2022) to assist cities with one-time costs associated with law enforcement and criminal justice-related legislation enacted between January 1, 2020 and June 30, 2021; and

WHEREAS, the Richland Police Department intends to purchase a police camera system to include body-worn cameras, dashboard cameras, air cards, interview room cameras, and tasers with these funds; and

WHEREAS, RCW 39.34.030 and RMC 3.04.100 allow for waiver of the City's formal solicitation process when a suitable cooperative purchasing agreement is available; and

WHEREAS, the acquisition of goods or services under an established cooperative purchasing agreement (also known as "piggybacking") allows the City to use the terms and conditions of an established contract in lieu of a formal bid process; and

WHEREAS, Richland has a long-standing cooperative purchasing agreement with Sourcewell (formerly known as National Joint Powers Alliance), which allows the City to purchase products and services under the Sourcewell contracts; and

WHEREAS, Sourcewell has contracted with Axon Enterprise, Inc. for public safety video camera systems under Contract No. 010720-AXN, which is a cooperative purchasing agreement available to the City; and

WHEREAS, the Sourcewell solicitation and current cooperative purchasing agreement have been reviewed by the City's Purchasing division to ensure compliance with RCW 39.34.030 and RMC 3.04.100; and

WHEREAS, Sourcewell's solicitation process met the City's requirements and specifications for purchasing the products and services identified herein, which are the same as those listed in the Sourcewell solicitation; and

WHEREAS, the City will pay Axon Enterprises, Inc. the same rates and fees for the procurement of these products and services as established in the Sourcewell contract; and

WHEREAS, the City will enter into a five-year payment plan with equal payments of \$202,709.07 due and payable in November of each year beginning in 2021 and ending in 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a purchase order with Axon Enterprises, Inc. for the purchase of products and services necessary to support deployment of a public safety video camera system in the Richland Police Department.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of October, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

CITY OF RICHLAND PURCHASE ORDER TO BE ISSUED:

For: Public Safety Video Camera System

Not to Exceed Amount: \$939,170.05 total plus sales tax (\$187,834.01, plus sales tax annually)

Vendor Name: Axon Enterprise, Inc.

Cooperative Purchasing Agreement (Piggyback): Sourcewell Contract #010720-AXN

Terms: Cooperative Sourcewell Contract #010720-AXN

Exhibit A: Axon Quote #Q-335624-44460.767RH



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Attachment A

Q-335624-44460.767RH

Issued: 09/21/2021



Quote Expiration: 10/29/2021

EST Contract Start Date: 11/01/2021

Account Number: 166375

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-2800 Queensgate Dr 2800 Queensgate Dr Richland, WA 99352-1200 USA	Richland Police Dept. - WA 625 Swift Blvd Richland, WA 99352-3500 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Robbie Taylor Phone: (480) 502-6274 Email: rtaylor@axon.com Fax:	Phone: (509) 942-7614 Email: chlee@ci.richland.wa.us Fax: (509) 942-7715

Program Length	60 Months
TOTAL COST	\$939,170.05
ESTIMATED TOTAL W/ TAX	\$1,013,545.35

Bundle Savings	\$289,780.71
Additional Savings	\$37,419.05
TOTAL SAVINGS	\$327,199.76

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	Nov, 2021	\$14,875.06	\$202,709.07
Year 2	Nov, 2022	\$14,875.06	\$202,709.07
Year 3	Nov, 2023	\$14,875.06	\$202,709.07
Year 4	Nov, 2024	\$14,875.06	\$202,709.07
Year 5	Nov, 2025	\$14,875.06	\$202,709.07

Quote Details

Bundle Summary		
Item	Description	QTY
Core+	2021 Core+	68
ProLicense	Pro License Bundle	7
DynamicBundle	Dynamic Bundle	1
Fleet3B	Fleet 3 Basic	27
IR2CA	Interview Room 2 Camera Advanced	2
DynamicBundle	Dynamic Bundle	1

Bundle: Pro License Bundle Quantity: 7 Start: 11/1/2021 End: 10/31/2026 Total: 16380 USD			
Category	Item	Description	QTY
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	7
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	21

Bundle: Dynamic Bundle Quantity: 1 Start: 11/1/2021 End: 10/31/2026 Total: 42220 USD			
Category	Item	Description	QTY
Other	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	16
Other	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	6
Other	74028	WING CLIP MOUNT, AXON RAPIDLOCK	14
Other	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	7
Other	85147	CEW STARTER	1
Other	85144	AXON STARTER	1
Other	73478	REDACTION ASSISTANT USER LICENSE	68

Bundle: Fleet 3 Basic Quantity: 27 Start: 11/1/2021 End: 10/31/2026 Total: 172980 USD			
Category	Item	Description	QTY
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	54
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	27
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	27
SIM	72034	FLEET SIM, VZW	27
Router	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	27
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	27

Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	27
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	27
Axon Signal Unit	70112	AXON SIGNAL UNIT	27
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	27
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	27
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	27

Bundle: Interview Room 2 Camera Advanced Quantity: 2 Start: 11/1/2021 End: 10/31/2026 Total: 50940.01 USD			
Category	Item	Description	QTY
Storage	50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	4
Basic E.com License	73840	EVIDENCE.COM BASIC LICENSE	1
Port Switches	50123	8 PORT POE SWITCH	2
Installation	85170	INTERVIEW ROOM, INSTALL AND SETUP	2
Extended Warranty	50448	EXT WARRANTY, INTERVIEW ROOM	2
Client Software	50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)	2
Touch Panel Maintenance	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	2
Wall Mount	74056	WALL MOUNT	2
Servers	50294	LITE SERVER	2
License	50041	AXON STREAMING SERVER LICENSE (PER SERVER)	2
Maintenance	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	2

Bundle: 2021 Core+ Quantity: 68 Start: 11/1/2021 End: 10/31/2026 Total: 648720.03 USD			
Category	Item	Description	QTY
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	68
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	68
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	68
Respond License	73449	RESPOND DEVICE LICENSE	68
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	68
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	9
Auto Tagging	73682	AUTO TAGGING LICENSE	68
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	70
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	9
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	204
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	70
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Fleet Signal Unit	70112	AXON SIGNAL UNIT	23
Installation	80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	23

Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	2
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	23
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	136
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	66
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	68
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	204
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	204
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	68
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	81
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	136
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	136
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	136
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	136
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1

Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	68
Camera	73202	AXON BODY 3 - NA10	68
Spare Camera	73202	AXON BODY 3 - NA10	2
Camera Mount	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	75
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	75
Dock	74210	AXON BODY 3 - 8 BAY DOCK	9
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	9
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	23
Other	80395	EXT WARRANTY, TASER 7 HANDLE	68
Other	80395	EXT WARRANTY, TASER 7 HANDLE	2
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	81
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Bundle: Dynamic Bundle Quantity: 1 Start: 11/1/2021 End: 10/31/2026 Total: 7930.01 USD			
Category	Item	Description	QTY
Other	50298	AXIS P3245-LV NETWORK CAMERA	4
Other	50268	POS-X TP6 TOUCH PANEL W/4GB RAM	2
Other	50220	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH - NON SER	1
Other	50118	LOUROE MICROPHONE	4

Item	Description	QTY	Delivery/ Start	End Date	List Price	Tax	Net Price	Total(USD)
Core+	2021 Core+	68	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	7	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
DynamicBundle	Dynamic Bundle	1	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
Fleet3B	Fleet 3 Basic	27	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
IR2CA	Interview Room 2 Camera Advanced	2	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
CoreBWC	2021 Core BWC	68	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
T7Cert	2021 Taser 7 Certification Bundle	68	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00

73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	7	11/01/2021	10/31/2026	\$2,270.15	\$1,366.64	\$2,270.15	\$15,891.04
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	21	11/01/2021	10/31/2026	\$23.28	\$0.00	\$23.28	\$488.96
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	16	10/01/2021	10/31/2026	\$31.30	\$0.00	\$0.00	\$0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	6	10/01/2021	10/31/2026	\$31.30	\$0.00	\$0.00	\$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	14	10/01/2021	10/31/2026	\$31.30	\$0.00	\$0.00	\$0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	7	10/01/2021	10/31/2026	\$41.75	\$0.00	\$0.00	\$0.00
85147	CEW STARTER	1	10/01/2021	10/31/2026	\$2,750.00	\$0.00	\$2,750.00	\$2,750.00
85144	AXON STARTER	1	10/01/2021	10/31/2026	\$2,750.00	\$236.50	\$2,750.00	\$2,750.00
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	54	11/01/2021	10/31/2026	\$834.20	\$778.03	\$167.54	\$9,046.97
80400	FLEET, VEHICLE LICENSE, LICENSE	27	11/01/2021	10/31/2026	\$981.42	\$2,278.84	\$981.42	\$26,498.22
72036	FLEET 3 STANDARD 2 CAMERA KIT	27	10/01/2021	10/31/2026	\$1,966.92	\$4,567.19	\$1,966.92	\$53,106.85
72034	FLEET SIM, VZW	27	10/01/2021	10/31/2026	\$12.27	\$28.49	\$12.27	\$331.23
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	27	10/01/2021	10/31/2026	\$1,234.13	\$2,865.65	\$1,234.13	\$33,321.52
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	27	10/01/2021	10/31/2026	\$220.82	\$512.74	\$220.82	\$5,962.10
74110	FLEET ETHERNET CABLE, CAT6, 25 FT	27	10/01/2021	10/31/2026	\$20.45	\$47.47	\$20.45	\$552.05
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	27	10/01/2021	10/31/2026	\$981.42	\$2,278.84	\$981.42	\$26,498.22
70112	AXON SIGNAL UNIT	27	10/01/2021	10/31/2026	\$228.18	\$529.83	\$228.18	\$6,160.84
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	27	10/01/2021	10/31/2026	\$20.45	\$47.47	\$20.45	\$552.05
50045	INTERVIEW ROOM UNLIMITED EVIDENCE.COM STORAGE LICENSE	4	11/01/2021	10/31/2026	\$6,005.37	\$0.00	\$6,005.37	\$24,021.48
73840	EVIDENCE.COM BASIC LICENSE	1	11/01/2021	10/31/2026	\$909.90	\$78.25	\$909.90	\$909.90
50123	8 PORT POE SWITCH	2	10/01/2021	10/31/2026	\$768.36	\$132.16	\$768.36	\$1,536.73

85170	INTERVIEW ROOM, INSTALL AND SETUP	2	10/01/2021	10/31/2026	\$2,527.51	\$434.74	\$2,527.51	\$5,055.03
50448	EXT WARRANTY, INTERVIEW ROOM	2	10/01/2021	10/31/2026	\$1,071.04	\$184.22	\$1,071.04	\$2,142.08
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)	2	11/01/2021	10/31/2026	\$1,516.51	\$260.84	\$1,516.51	\$3,033.02
50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	2	11/01/2021	10/31/2026	\$1,516.51	\$260.84	\$1,516.51	\$3,033.02
74056	WALL MOUNT	2	10/01/2021	10/31/2026	\$64.70	\$11.13	\$64.70	\$129.41
50294	LITE SERVER	2	10/01/2021	10/31/2026	\$1,971.46	\$339.09	\$1,971.46	\$3,942.92
50041	AXON STREAMING SERVER LICENSE (PER SERVER)	2	11/01/2021	10/31/2026	\$1,769.26	\$304.31	\$1,769.26	\$3,538.52
50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	2	10/01/2021	10/31/2026	\$1,798.95	\$309.42	\$1,798.95	\$3,597.90
75015	SIGNAL SIDEARM KIT	68	10/01/2021	10/31/2026	\$181.09	\$1,059.00	\$181.09	\$12,313.95
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	9	10/01/2021	10/31/2026	\$748.35	\$579.23	\$748.35	\$6,735.15
80464	EXT WARRANTY, CAMERA (TAP)	68	10/01/2021	10/31/2026	\$415.87	\$2,432.00	\$415.87	\$28,279.07
AB3C	AB3 Camera Bundle	68	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	68	11/01/2021	10/31/2026	\$1,701.79	\$9,952.05	\$1,701.79	\$115,721.50
73449	RESPOND DEVICE LICENSE	68	11/01/2021	10/31/2026	\$218.18	\$1,275.91	\$218.18	\$14,836.09
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	68	11/01/2021	10/31/2026	\$1,047.25	\$6,124.34	\$1,047.25	\$71,213.23
AB3MBD	AB3 Multi Bay Dock Bundle	9	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH	9	04/01/2024	10/31/2026	\$1,170.89	\$906.27	\$1,170.89	\$10,537.99
73682	AUTO TAGGING LICENSE	68	11/01/2021	10/31/2026	\$392.72	\$2,296.62	\$392.72	\$26,704.96
73309	AXON CAMERA REFRESH ONE	70	04/01/2024	10/31/2026	\$549.08	\$3,305.46	\$549.08	\$38,435.65
73688	MULTI-BAY BWC DOCK 2ND REFRESH	9	10/01/2026	10/31/2026	\$1,225.43	\$948.48	\$1,225.43	\$11,028.89
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	204	11/01/2021	10/31/2026	\$17.45	\$0.00	\$17.45	\$3,560.66

73310	AXON CAMERA REFRESH TWO	70	10/01/2026	10/31/2026	\$574.53	\$3,458.69	\$574.53	\$40,217.44
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	10/01/2021	10/31/2026	\$1,454.52	\$125.09	\$1,454.52	\$1,454.52
70112	AXON SIGNAL UNIT	23	10/01/2021	10/31/2026	\$202.91	\$401.34	\$202.91	\$4,666.82
80129	SIGNAL ONLY OR ROUTER ONLY INSTALLATION PER VEHICLE	23	10/01/2021	10/31/2026	\$181.81	\$359.63	\$181.81	\$4,181.74
80464	EXT WARRANTY, CAMERA (TAP)	2	10/01/2021	10/31/2026	\$415.87	\$71.53	\$415.87	\$831.74
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	23	10/01/2021	10/31/2026	\$18.18	\$35.96	\$18.18	\$418.17
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	136	10/01/2021	10/31/2026	\$0.73	\$8.50	\$0.73	\$98.91
20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	66	10/01/2021	10/31/2026	\$58.18	\$330.24	\$58.18	\$3,839.93
20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	2	10/01/2021	10/31/2026	\$58.18	\$10.00	\$58.18	\$116.36
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	10/01/2021	10/31/2026	\$545.44	\$46.90	\$545.44	\$545.44
20248	TASER 7 EVIDENCE.COM LICENSE	68	11/01/2021	10/31/2026	\$218.18	\$1,275.91	\$218.18	\$14,836.09
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	204	10/01/2021	10/31/2026	\$27.64	\$484.85	\$27.64	\$5,637.71
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	204	10/01/2021	10/31/2026	\$27.64	\$484.85	\$27.64	\$5,637.71
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	68	10/01/2021	10/31/2026	\$1,250.89	\$7,315.18	\$1,250.89	\$85,060.24
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	10/01/2021	10/31/2026	\$35.64	\$153.24	\$35.64	\$1,781.79
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	10/01/2021	10/31/2026	\$35.64	\$153.24	\$35.64	\$1,781.79
20248	TASER 7 EVIDENCE.COM LICENSE	1	11/01/2021	10/31/2026	\$218.18	\$18.76	\$218.18	\$218.18
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	10/01/2021	10/31/2026	\$109.09	\$9.38	\$109.09	\$109.09
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	10/01/2021	10/31/2026	\$1,250.89	\$215.16	\$1,250.89	\$2,501.77
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	10/01/2021	10/31/2026	\$54.54	\$4.70	\$54.54	\$54.54
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136	10/01/2021	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48

22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136	10/01/2022	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136	10/01/2023	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136	10/01/2024	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	136	10/01/2025	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136	10/01/2021	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136	10/01/2022	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136	10/01/2023	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136	10/01/2024	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	136	10/01/2025	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
20018	TASER 7 BATTERY PACK, TACTICAL	81	10/01/2021	10/31/2026	\$62.54	\$435.69	\$62.54	\$5,066.09
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	10/01/2021	10/31/2026	\$1,087.25	\$0.00	\$1,087.25	\$1,087.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	10/01/2022	10/31/2026	\$1,087.25	\$0.00	\$1,087.25	\$1,087.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	10/01/2023	10/31/2026	\$1,087.25	\$0.00	\$1,087.25	\$1,087.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	10/01/2024	10/31/2026	\$1,087.25	\$0.00	\$1,087.25	\$1,087.25
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	10/01/2025	10/31/2026	\$1,087.25	\$0.00	\$1,087.25	\$1,087.25
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	136	10/01/2021	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	136	10/01/2023	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	136	10/01/2021	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	136	10/01/2023	10/31/2026	\$27.64	\$323.23	\$27.64	\$3,758.48
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	10/01/2021	10/31/2026	\$272.72	\$0.00	\$272.72	\$272.72

20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	10/01/2022	10/31/2026	\$272.72	\$0.00	\$272.72	\$272.72
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	10/01/2023	10/31/2026	\$272.72	\$0.00	\$272.72	\$272.72
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	10/01/2024	10/31/2026	\$272.72	\$0.00	\$272.72	\$272.72
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	10/01/2025	10/31/2026	\$272.72	\$0.00	\$272.72	\$272.72
74200	TASER 7 6-BAY DOCK AND CORE	1	10/01/2021	10/31/2026	\$1,090.89	\$93.82	\$1,090.89	\$1,090.89
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/01/2021	10/31/2026	\$31.93	\$2.75	\$31.93	\$31.93
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2021	10/31/2026	\$7.60	\$0.65	\$7.60	\$7.60
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	68	10/01/2021	10/31/2026	\$109.09	\$637.95	\$109.09	\$7,418.04
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	27	10/01/2021	10/31/2026	\$359.07	\$833.75	\$359.07	\$9,694.82
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	27	10/01/2021	10/31/2026	\$46.49	\$107.94	\$46.49	\$1,255.13
73202	AXON BODY 3 - NA10	68	10/01/2021	10/31/2026	\$508.35	\$2,972.86	\$508.35	\$34,568.09
73202	AXON BODY 3 - NA10	2	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	75	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	75	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
74210	AXON BODY 3 - 8 BAY DOCK	9	10/01/2021	10/31/2026	\$1,087.25	\$841.53	\$1,087.25	\$9,785.27
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	9	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	23	10/01/2021	10/31/2026	\$41.34	\$81.76	\$41.34	\$950.76
80395	EXT WARRANTY, TASER 7 HANDLE	68	10/01/2021	10/31/2026	\$222.72	\$1,302.49	\$222.72	\$15,145.17
80395	EXT WARRANTY, TASER 7 HANDLE	2	10/01/2021	10/31/2026	\$222.72	\$38.30	\$222.72	\$445.45
80374	EXT WARRANTY, TASER 7 BATTERY PACK	81	10/01/2021	10/31/2026	\$14.97	\$104.25	\$14.97	\$1,212.33
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/01/2021	10/31/2026	\$222.72	\$19.16	\$222.72	\$222.72

DynamicBundle	Dynamic Bundle	1	10/01/2021	10/31/2026	\$0.00	\$0.00	\$0.00	\$0.00
50298	AXIS P3245-LV NETWORK CAMERA	4	10/01/2021	10/31/2026	\$796.00	\$273.82	\$796.00	\$3,184.00
50268	POS-X TP6 TOUCH PANEL W/4GB RAM	2	10/01/2021	10/31/2026	\$1,600.00	\$275.20	\$1,600.00	\$3,200.00
50220	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH - NON SER	1	10/01/2021	10/31/2026	\$760.00	\$65.36	\$760.00	\$760.00
50118	LOUROE MICROPHONE	4	10/01/2021	10/31/2026	\$196.50	\$67.60	\$196.50	\$786.01
73478	REDACTION ASSISTANT USER LICENSE	68	11/01/2021	10/31/2026	\$540.00		\$540.00	\$36,720.00
							Total	\$939,170.05

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/21/2021



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 117-21, Authorizing the Submittal of an Air Quality Improvement Grant Application to Support the Fleet Conversion to Natural Gas

Department:
Public Works

Ordinance/Resolution Number:
117-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 117-21, authorizing staff to prepare and submit a grant application to the Washington State Department of Ecology in response to its Air Quality Grant call for projects.

Summary:

The Washington State Department of Ecology has issued a Call for Projects for its 2021-2023 Air Quality grant cycle, which offers funding for projects designed to assist selected areas of Washington State to reduce air pollution, known as preventing nonattainment (PNA). The Tri-Cities area has been identified as one of the state's "Areas of Concern" for certain air pollutants.

Richland operates a solid waste collection fleet powered by approximately 90,000 gallons of diesel fuel per year. The emissions from the diesel-powered fleet contribute significantly to the region's air quality concerns. Replacing diesel-powered vehicles with natural gas-powered vehicles would substantially reduce air pollutants generated by Richland's solid waste collection fleet.

A feasibility analysis indicates that conversion of the City's solid waste collection fleet to renewable natural gas fuel will provide a net cost savings over the first ten years following initiation of the conversion, and a very substantial cost savings after the first ten years, all without grant funding. If awarded, grant funding would increase the net cost savings for the City by reducing the capital outlay needed to effect the conversion.

The fleet conversion is not part of the current budget, nor is it included in the City Manager's proposed 2022 Budget. This is because the feasibility analysis was recently produced and the conversion is not considered time sensitive. The opportunity to apply for and acquire grant funds through the PNA grant program is time sensitive. If the grant is awarded, staff will develop a proposal to implement the project, which may require a budget amendment if work is planned for 2022.

Staff recommends adoption of Resolution No. 117-21.

Fiscal Impact:

If awarded, grant funding would increase the net cost savings for the City by reducing the capital outlay needed to effect the fleet conversion.

Attachments:

- I. Resolution No. 117-21

RESOLUTION NO. 117-21

A RESOLUTION of the City of Richland authorizing an application to the Washington State Department of Ecology for grant funding to support the conversion of the City's solid waste collection fleet to renewable natural gas fuel.

WHEREAS, the Washington State Department of Ecology has issued a Call for Projects for its 2021-2023 Air Quality grant cycle; and

WHEREAS, the Air Quality grants offer funding for projects designed to assist selected areas of Washington State to reduce air pollution, known as preventing nonattainment ("PNA"); and

WHEREAS, PNA grants fund local projects to reduce production of air pollutants, and prevent all regions in Washington from reaching the federal designation of nonattainment for air quality; and

WHEREAS, priority is given to areas in the State's "Area of Concern" for criteria pollutants; and

WHEREAS, the Tri-Cities region has been identified as an Area of Concern; and

WHEREAS, Richland operates a solid waste collection fleet powered by approximately 90,000 gallons of diesel fuel per year; and

WHEREAS, vehicle emissions from diesel-powered vehicles is a significant contributor to the Tri-Cities region's air quality concerns; and

WHEREAS, replacing diesel-powered vehicles with natural gas-powered vehicles will substantially reduce air pollutants generated by Richland's solid waste collection fleet; and

WHEREAS, a feasibility analysis indicates that conversion of the City's solid waste collection fleet to renewable natural gas fuel will provide a net cost savings over the first ten years following initiation of the conversion, and a very substantial cost savings after the first ten years, all without grant funding; and

WHEREAS, if awarded, grant funding would increase the net cost savings to the City by reducing the capital outlay needed to effect the conversion.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to prepare and submit a grant application to the Washington State Department of Ecology in response to its 2021-2023 Air Quality Call for Projects for the conversion of the City's solid waste collection fleet to renewable natural gas fuel.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of October, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Resolutions - Adoption

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Resolution No. 118-21, Amending the Consultant Agreement with Mercer (US) Inc. for Benefits Consulting and Brokerage Services

Department:
Administrative Services

Ordinance/Resolution Number:
118-21

Document Type:
Resolution

Recommended Motion:

Resolution No. 118-21, Authorizing the City Manager to sign and execute an amendment to the consultant agreement with Mercer (US), Inc. for benefits consulting and brokerage services.

Summary:

On October 6, 2015, the City executed a consultant agreement with Mercer (US), Inc. for benefits consulting and brokerage services. The agreement is set to expire on December 31, 2021.

Mercer (US), Inc. offers the City full benefits consulting and brokerage services for health and welfare benefit plans. In order to keep continuity in the City's benefits program, the City wishes to continue with Mercer (US) Inc. by extending the current agreement to and through December 31, 2022.

In addition, the City will review the agreement and its services with Mercer (US), Inc. prior to expiration in 2022 to determine if the City's best interests are served by continuing with the services provided. If so, Resolution No. 118-21 will authorize the City Manager to administratively extend the contract on an annual basis with a 3% increase to the annual compensation rate for professional services.

Staff recommends adoption of Resolution No. 118-21.

Fiscal Impact: The total estimated additional cost authorized by this amendment is \$125,000. Funding is budgeted in the Employee Benefits Fund for 2022, and will be included in subsequent years' budgets with a 3% increase to the annual compensation rate if these services continue beyond 2022.

Attachments:

1. Resolution No. 118-21
2. Proposed Amendment No. 2 - Mercer Agreement

RESOLUTION NO. 118-21

A RESOLUTION of the City of Richland authorizing an amendment to the consultant agreement with Mercer (US) Inc. for benefits consulting and brokerage services.

WHEREAS, on October 6, 2015, the City executed a consultant agreement (the "Agreement") with Mercer (US) Inc. for benefits consulting and brokerage services to promote competitive and cost-effective benefit programs (see Richland Contract No. 195-15); and

WHEREAS, the Agreement with Mercer (US) Inc. will expire on December 31, 2021; and

WHEREAS, the City wishes to extend the Agreement with Mercer (US) Inc. to perform these services to and through December 31, 2022; and

WHEREAS, based on the nature of the services provided under this Agreement, the City Manager should be granted discretion to extend the existing Agreement on an annual basis, with a 3% increase, if such extension is determined by the City Manager to be in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an amendment to the Agreement with Mercer (US) Inc. extending the Agreement to and through December 31, 2022.

BE IT FURTHER RESOLVED that the Agreement may be renewed on an annual basis, with a 3% increase to the annual compensation rate for professional services, at the discretion of the City Manager if such renewal is determined by the City Manager to be in the best interests of the City.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of October, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH MERCER (US) INC.
CONTRACT NO. 195-15**

AMENDMENT NO. 2

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 195-15, related to **Benefits Consulting and Brokerage services**. The Agreement was fully executed on **10/6/2015**. The expiration date of the Agreement is **12/31/2021**. The Parties desire to amend the Agreement as provided in Section II below.

II. AGREEMENT

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend Contract No. 195-15 as follows:

1. The Consultant shall provide services described in the attached **Exhibit A – Statement of Work**, which is hereby incorporated into Contract No. 195-15.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$125,000. The new contract value is now \$673,785.59.
3. The contract period shall: ☐ remain unchanged; ☒ extend to **12/31/2022**.
4. It is understood and agreed that all other terms and conditions of the Agreement shall be and remain the same. This Amendment may be executed electronically.

III. SIGNATURES

City:

MERCER (US) INC.

By: _____
Jon Amundson, ICMA-CM
Interim City Manager

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to form:

Heather Kintzley, City Attorney



Suzanne O'Neil
Principal

601 W. Main Ave, Suite 810
Spokane, WA 99201
Suzanne.oneil@mercer.com
www.mercer.com

Cathleen Koch
Administrative Services Director
City of Richland
625 Swift Blvd
Richland, WA 99352

August 3, 2021

Statement of Work ("SOW")

The objective of this Statement of Work ("SOW") is to confirm the scope of our work and the compensation for this engagement ("**ongoing benefits consulting**") This SOW is subject to the terms and conditions contained in our existing engagement letter dated **October 6, 2015**. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in our existing engagement letter.

1. Description of Mercer responsibilities:
See attached Service Schedule

Additional projects requested by you that individually are not expected to exceed \$10,000 will be billed (i) at time and expense (based on our hourly billing rate in effect at the time the work is performed), (ii) on a fixed fee basis or (iii) as otherwise mutually agreed in writing and will, in each case, be subject to the terms of this Agreement.

2. Description of client responsibilities:

You agree to furnish to Mercer's representatives all information they may request as it pertains to your insurance contracts, rates, rating schedules, surveys, reserves, retentions and all other financial data they may request for their study of your present and future requirements in connection with the insurance program to which this SOW applies.

You understand that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to us, an insurer, or other service provider, whether intentional or by error, could result in impairment or voiding of coverage or service.

You agree to review all policies, endorsements and program agreements delivered to you by us and will advise us of anything which you believe is not in accordance with the negotiated coverage and terms within thirty (30) days following receipt.

3. Period of time over which work will be performed:

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Cathleen Koch
City of Richland

The Services under this SOW shall be provided from January 1, 2022 to December 31, 2022 ("Initial Term") and shall automatically renew for consecutive one (1) year terms thereafter (each a "Renewal Term"). Prior to the start of each Renewal Term, Mercer will send Client a copy of this SOW together with a request to reconfirm that the Services, terms and conditions set forth in this SOW will continue for the following year. The Parties agree that the Services outlined in this SOW reflect the Services Client wants Mercer to perform for the following 12-month period, unless the Client informs Mercer in writing to the contrary within ten (10) business days of Client's receipt of such confirmation request by Mercer.

4. Compensation/fees:

We will receive base commissions from insurance carriers that are disclosed on our Transparency and Carrier Information Form or equivalent for the Services which we have provided or will provide to you separately.

We will be compensated for the services described herein in consideration of your payment of our professional fees of **\$125,000 annually**. We will bill you on a monthly basis in the amount of \$10,416.67.

You further agree that this compensation shall increase 3% upon the annual anniversary of this Agreement.

In the event Client terminates this SOW prior to the expiration of the Initial Term or Renewal Term, any unpaid compensation with respect to such Term (or the current year in the event of a multiple year term) shall be accelerated and shall be due and payable to Mercer within 30 days of the effective date of termination.

In the event Client terminates this SOW prior to the expiration of the Initial Term or Renewal Term, the parties agree that Mercer will not have received full compensation for Services performed and that further compensation is due Mercer. For purposes of determining compensation owed to Mercer, the parties further agree that Mercer will be deemed to have earned, for the performance of its annual Services, 100% of its annual compensation.

Client shall pay any outstanding compensation due Mercer in the event the Client is unable to cause its carrier or replacement broker to pay Mercer a portion of future commissions to fully compensate Mercer for Services performed based on the schedule above. In such event, Mercer will calculate the outstanding compensation based on commissions paid to Mercer for the final full month that Mercer served as broker of record.

In addition to other compensation listed, we may also bill for necessary travel and other expenses related to the services requested but only after discussion with you.

5. Subcontractors

We may need to utilize various subcontractors ("Subcontractors") in the course of our provision of the Services to assist us in such tasks as printing and mailing, development of interactive tools, graphic design, etc. You consent to our use of the Subcontractors and further acknowledge and agree that we may provide such Subcontractors with your Confidential Information, including Work, on a confidential and a need to know basis for the purposes contemplated by this SOW.

6. Use of Name and Logo

The parties agree and acknowledge that Mercer may need to use your name, logo, tradename and/or mark in connection with the performance of the Services. You consent to such use, and grant to Mercer and its agents, vendors and subcontractors of a non-exclusive, royalty-free, limited license to use your name, logo and any tradename or mark only in connection with the performance of the Services. The parties further agree that such use will be subject to your instruction, direction or prior written approval as to style, form, context and general content. You will not unreasonably delay or withhold your approval.

7. Additional Disclosures

a. We are not responsible for the adequacy or effectiveness of any insurance program or policy implemented by another broker, or any acts or omissions occurring prior to our engagement. We do not act on behalf of any insurer or other service provider, are not bound to utilize any particular insurer or service provider, and do not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, we do not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to you. We are not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which your other risk or insurance coverage or other business is placed will be deemed acceptable to you, in the absence of contrary instructions from you.

b. Mercer and its Affiliates serve a wide array of clients, including clients who compete with or whose interests may be adverse to one another. In addition, Mercer interacts with insurance carriers and other service providers through numerous business and contractual relationships, including serving as a broker for its clients and receiving commissions from

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City of Richland

carriers, providing consulting or administration services to carriers, and auditing carriers' claims data. Mercer is committed to serving each of its clients in an objective manner and maintaining the confidentiality of each of its client's information. Notwithstanding anything to the contrary in the engagement letter, when providing Services to Client pursuant to this SOW, Mercer may involve its Affiliates, from time to time, to assist in the performance of such Services.

c. You expressly acknowledge that, with respect to the provision of the Services, we are not, nor are any of our Affiliates or subcontractors, an "administrator" within the meaning under applicable law, including the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), nor, with respect to the provision of the Services, are we or any of our Affiliates or subcontractors a "fiduciary" within the meaning under applicable law or ERISA, unless provided otherwise herein or required by applicable law.

d. Title V of the Gramm-Leach-Bliley Act and related state laws and regulations establish limitations on the use and distribution of non-public information collected by financial institutions from their customers and consumers. Our insurance-related work qualifies us as a financial institution under this Act. Our Privacy Policy Notice and additional information regarding other compliance policies at Mercer, including our conflicts of interest policy is available at the following web address <http://www.mercer.com/insights/point/2014/transparency.html>. At this web address you will also find information regarding Marsh & McLennan Companies, Inc. and its subsidiaries' equity interests in certain insurers and contractual arrangements with certain insurers and wholesale brokers.

e. Mercer is unable to provide insurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Mercer or its Affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

[Remainder of this page left blank intentionally]

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City of Richland

We appreciate your business and look forward to working with you on this engagement. Please acknowledge your agreement to the terms contained herein by signing below.

Mercer Health & Benefits LLC

By: _____

Name: _____
(Please Print)

Date: _____

Title: _____

ACCEPTED AND AGREED
City of Richland

By: _____

Name: _____
(Please Print)

Date: _____

Title: _____

MERCER HEALTH & BENEFITS SERVICE SCHEDULE

This Service Schedule appends the Statement of Work entered into by and between Mercer Health & Benefits and Client dated **August 3, 2021**

Our Services will consist of the following:

Client Strategy Development

- Conduct strategic planning sessions to review agreed upon performance metrics of Client's current employee benefit coverages and establish future objectives and strategies to manage Client's employee benefit coverages to which this agreement applies.
 - Planning session – 1 per year
 - Pre-Renewal - 1 per year
 - Renewal meeting - 1 per year
- Meet with the Client's key designated representatives 2 times per year to discuss strategy, healthcare trends and changes, and open items.
- Benchmark health plan costs and employee contributions to industry, size and regional standards on an annual basis.

Renewal/Marketing

- Develop a mutually agreeable renewal action plan and timeline that meets the Client's stated objectives.
- Upon the request of Client, we will assist Client in the preparation of a RFP for purposes of obtaining competitive quotes from the marketplace, based on the timeline below. We will be the primary point of contact during the bidding process.
 - **Medical/dental/vision** - every 3-5 years
 - **Life and Disability** - every 3-5 years
 - **Stop Loss**— every 1 or 2 years based on renewal and client's direction

When marketing your coverages, we will prepare an analysis comparing proposals to current costs, plan designs, administrative capabilities, network discounts and network accessibility as applicable.

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- With respect to the Client's annual renewal process, we will conduct a benefits program review of the benefits coverages for which Mercer is named Broker of Record to include negotiations, on Clients' behalf, with current vendors/carriers, as per Clients' request.
- At client's request, conduct review of vendor-produced communication and open enrollment pieces for plan rate and accuracy.

Negotiation/Placement

- Identify and negotiate on the Client's behalf with insurers and other benefit program providers and keep the Client informed of significant developments as we understand them to be. We shall be authorized for purposes of this Agreement to represent and assist the Client in all discussions and transactions with all insurers/providers, provided that we shall not place any insurance or vendor programs on behalf of the Client unless so authorized by the Client.
- Assist with documentation and other steps to obtain commitments for and implement insurance policies and other services selected by the Client regarding its employee benefits program upon the Client's instructions, it being understood that we will not independently verify or authenticate information not originating from us necessary to prepare proposals or underwriting submissions and other documents relied upon by insurers/providers, and the Client shall be solely responsible for the accuracy and completeness of such information and other documents furnished to us and/or insurers/providers and shall sign any application for coverage. The Client understands that the failure to provide all necessary information to an insurer, employee benefit provider or third party vendor whether intentional or by error, could result in the impairment or voiding of coverage or service.
- Provide Client access to insurers with whom Mercer is appointed and other service providers as agreed with the Client and use our commercially reasonable efforts to place insurance policies and other services selected by the Client regarding its employee benefit program on behalf of the Client, if so instructed by the Client.
- Review policies and contracts for accuracy and conformity to specifications provided by Client and the related negotiated coverages.

Ongoing Analysis/Projections

- Analyze factors driving Client's plan costs if experience data is available. In connection with such analysis, we will review carrier/vendor utilization reports to determine possible causes of identified cost increases. Assist Client in managing these risks and costs.
- Establish claims reports for identified coverages (**medical, dental and vision**) detailing paid claims (and reimbursements if applicable), premium/funding and enrollment summaries. We will review these reports with Client on a quarterly basis and will identify and discuss trends and potential problems.
- Provide agreed upon cost projections on an annual basis to determine gross cost scenarios that meet Client objectives.
- If applicable, review funding methodology on an **annual** basis to determine if benefits funding structure meets Client objectives.

Vendor Management

- Act as a liaison between the Client and insurers/ providers for the lines of coverage and services that we have placed or obtained on behalf of Client or for which Mercer is named as the broker of record.
- Follow up with insurance carriers/providers for timely issuance of policies and contracts.
- Follow up with insurance carriers/providers with respect to the payment or return premiums.
- Assist the Client in connection with issues relating to interpretation of insurance policies/contracts placed by us.
- Provide information/coverage summaries for all new coverages and updates on changes to existing coverages.
- Assist Client in the implementation of the benefit program by dealing with vendor/carriers and performing contract and SPD review for purposes of determining conformity to agreed upon plan provisions and costs.

Stop Loss Services

By retaining Mercer, Client hereby authorizes Mercer to perform the following services on Client's behalf with respect to its Stop Loss insurance coverage placement:

- Meet with Client to develop a stop loss placement strategy that meets Client's stated objectives.
- Request and negotiate the terms and conditions of the stop loss insurance renewal from the current insurer and present the insurer's proposed renewal package to Client.
- Conduct a stop loss marketing as agreed based on a list of stop loss carriers selected by Client and its desired terms of coverage.
- If necessary, facilitate communication between Clients' medical and prescription drug vendors and stop loss insurer to establish reporting responsibilities and timing of data required for the purpose of securing stop loss coverage.
- Follow up with insurance carrier for timely issuance of policies and contracts.
- Review policies and contracts for accuracy and conformity to specifications provided by Client in the placement strategy meeting.
- We will assist Client with access to the stop loss insurance marketplace and use our commercially reasonable efforts to place stop loss policies selected by Client on its behalf, if so instructed.
- If requested, we shall transmit information and data supplied by Client or on its behalf without independently verifying the accuracy, completeness or timeliness of the data to the stop loss insurer.

Important Limitations on Mercer's Marketing of Client's Stop Loss Policy

We do not make any representations about an insurer's or MGU's payment or claims denial practices. We do not warrant in any way that all claims submitted to the stop loss carrier will be approved and ultimately reimbursed. Also, the terms and conditions of covered claims for the stop loss insurance policy may not fully correlate with the benefits covered under Client's benefits program.

With respect to Client's Stop Loss insurance coverage placement, Client is responsible for the following:

- Client will name Mercer as the broker-of-record for your stop loss coverage.
- Client will provide all data/information as required by the stop loss insurer in a timely manner. Client is responsible for the accuracy and completeness of such data and information.
- Client is responsible for timely submission of claims requests and confirmation that appropriate reimbursements have been issued by the stop loss insurer.

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- Client is responsible for disclosing all potentially high exposure claims as defined by the stop loss insurer.
- Client is responsible for reviewing and executing a confirmation of coverage letter before binding of coverage.

Other Services

- Provide the following health and welfare plan legislative and regulatory compliance support as mutually agreed:
 - Updates on pertinent federal benefits legislation and their potential impact to employers' health and welfare benefit plans
- Consultative and strategic guidance related to compliance with IRS, DOL and HHS regulations as mutually agreed from time-to-time
- Assist Client in responding to inquiries related to federal laws and regulations including ERISA, COBRA, HIPAA and the Affordable Care Act (ACA).

While our team of ERISA attorneys are available to review documents and advise on issues, since we are not a law firm , we cannot practice law or render legal opinions

Affordable Care Act Consulting Services

Note that any ACA compliance consulting is based on Mercer's current general understanding of the law and regulations as of the date hereof, which can change from time to time, and should not be construed as, nor is it intended to be, legal advice.

ACA Determination Letter

Mercer will provide Client a letter memorializing discussions and analysis under the Affordable Care Act Employer Shared Responsibility (ESR) rules regarding whether Client 2022 plans are "minimum essential coverage" (MEC), provide "minimum value" (MV), and are "affordable" under the Federal Poverty Level safe harbor. These determinations apply to Client's medical plans for the first plan year beginning on or after January 1, 2022 ACA determinations do not predict a plan's ability to meet these requirements in the future.

Mercer will not provide prospective determinations of offers of coverage to "substantially all" full-time employees and will not provide determinations about the full-time status of any particular employees or class of employees. The letter will not address the issue of who these plans and contributions need to be offered to in order to avoid any or all ESR assessments. The letter does not guarantee any protection from an IRS ESR assessment.

Complying with Employer Shared Responsibility Rules

- For purposes of complying with the employer shared responsibility rules Mercer will:
 - Help Client understand which employers are subject to the employer shared responsibility rules per Mercer's general understanding at the time the work is performed.
 - Provide the general Mercer understanding of the definition of "employee."
 - Help Client understand the definition of "reasonably expected to work 30 hours," variable hours employees, new hire versus re-hire, seasonal, etc. and how that may apply to certain employee classes (interns, seasonal, temporary, others).
 - Help Client understand, per Mercer's general understanding, which hours to count when determining "full-time" employees, including specific administrative issues related to: salaried/hourly; leaves of absence; disability pay; rehires; difficult job classes (e.g. commissioned salespeople).
 - Provide guidance on how to track hours, focused specifically on how hours data translates into measurement approach; for lookback measurement period, monthly cycle for "full time" new hires; typically an annual cycle for "variable hour" new hires and ongoing employees.
 - Help Client understand the rules requiring employers to provide minimum essential coverage (MEC) to "substantially all" full-time employees and their dependent children.

Complying with ACA Requirements

- Background and considerations on the Patient-Centered Outcomes Research Institute (PCORI) fee and an illustration of the various methods permitted to count covered lives and a table of PCORI fee rates for various time periods.
- Provide Client with background and considerations on the Transitional Reinsurance Fee and an illustration of the various methods permitted to calculate covered lives.
- Review the ACA plan design requirements to determine which requirements apply (i.e., preventive care, OOP maximums, annual/lifetime dollar limits, etc)
- Review the ACA group health plan employer reporting and disclosure requirements to determine which requirements apply, and the applicable effective dates.
- Help Client understand the ACA requirements for wellness programs.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 119-21, Authorizing a Purchase and Sale Agreement with Victor and Christina Gomez related to the Center Parkway Extension Project

Department:
Public Works

Ordinance/Resolution Number:
119-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 119-21, authorizing the City Manager to sign and execute a purchase and sale agreement and all other documents necessary to complete the purchase of property interests from Victor and Christina Gomez in support of the Center Parkway North Extension Project.

Summary:

The 2021-2026 Capital Improvement Plan and Transportation Improvement Program each list a project titled Center Parkway North Extension (the "Project"), which would construct a new three-lane roadway from Tapteal Drive to Gage Boulevard, improving travel circulation in a very desirable retail services area.

The Project's completion requires property acquisition from several private and public property owners, which is being completed in compliance with state and federal process requirements.

Victor and Christina Gomez have property affected by the Project in the form of land-in-fee and a temporary construction easement, and have agreed to terms allowing the City to acquire the necessary property rights required for this Project. Center Parkway North Extension funds are being used to acquire the property.

Staff recommends adoption of Resolution No. 119-21.

Fiscal Impact:

The Center Parkway North - Gage to Tapteal Project has an available project budget of \$508,873. This provides adequate funding to pay \$16,300 for this purchase and sale agreement and any associated closing costs.

Attachments:

1. Resolution No. 119-21
2. Proposed Purchase and Sale Agreement - Gomez

RESOLUTION NO. 119-21

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement with Victor and Christina Gomez for acquisition of real property interests by negotiated voluntary purchase for the purpose of extending Center Parkway.

WHEREAS, the 2021-2026 Capital Improvement Plan (CIP) and the 2021-2026 Transportation Improvement Program (TIP) list a project entitled Center Parkway North Extension (the "Project"); and

WHEREAS, the Project would construct a new three-lane roadway from Tapteal Drive to Gage Boulevard, improving travel circulation in a very desirable retail services area; and

WHEREAS, Project completion requires property acquisition from several private and public property owners; and

WHEREAS, property acquisition is being completed in accordance with state and federal process requirements; and

WHEREAS, Victor and Christina Gomez have property affected by the Project in the form of land-in-fee and a temporary construction easement, and have agreed to terms allowing the City to acquire the necessary property rights required for this Project; and

WHEREAS, the funds necessary to acquire the property shall be paid by Center Parkway North Extension project funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a purchase and sale agreement and all other documents necessary to complete the purchase of the required property interests from Victor and Christina Gomez in support of the Center Parkway North Extension Project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of October, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
Project-related Acquisition

Re: 8236 W. Gage Blvd. Kennewick, WA. 99336

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **City of Richland**, a Washington municipal corporation (“Purchaser”), and **Victor and Christina A. Gomez**, husband and wife (“Seller”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located in the City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto, and a temporary construction easement as legally described in **Exhibit A** (hereinafter referred to as the “Property”).

1.1. Laws and Rights. The sale and conveyance of the Property to be made pursuant to this Agreement shall be subject to any and all applicable federal, state and local laws, orders, rules and regulations, and any and all outstanding rights of record or which are open and obvious on the ground.

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed (“Deed”) subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below.

2. Purchase Price. The total purchase price for the Property shall be the sum of **Sixteen Thousand Three Hundred Dollars and No Cents (\$16,300.00)** (the “Purchase Price”) for land-in-fee, improvements, and a temporary construction easement. The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with First American Title of Kennewick, Washington (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Reserved.

3. Conditions Precedent to Sale. This Agreement is made and executed by the parties hereto subject to the following conditions precedent:

3.1. City Approval. The execution and delivery of this Agreement by Purchaser is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Executed Contract. The “Effective Date” of this Agreement is the date upon which both parties have signed this Agreement. If this Agreement is signed on different days, the “Effective Date” of this Agreement is the date of the last signing party. Notwithstanding the foregoing, Purchaser and Seller must sign this Agreement within fifteen (15) business days of

approval from the City Council of the City of Richland. If signatures are not obtained from both parties within fifteen (15) business days, this Agreement shall automatically terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the "Preliminary Commitment"), and upon receipt, furnish same to Seller.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the "Exceptions") to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser's written objections: (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement), and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either: (i) terminate this Agreement; or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Reserved.

5. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reserved.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is thirty (30) days after the expiration or waiver of the Due Diligence Period. Purchaser shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, “Closing” or “date of Closing” means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Purchaser shall pay the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, deed or real property transfer taxes, and all Title Company’s escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing, with Purchaser bearing the costs after the date of Closing.

7. Covenants, Representations and Warranties.

7.1. Seller’s Covenants. Seller hereby covenants and agrees as follows:

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days’ notice, without Purchaser’s prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser’s prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller’s past practices relative to the Property and so as not to cause waste to the Property.

7.2. Seller’s Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the Effective Date and on the date of Closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below materially incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser’s election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either part to the other.

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Agreement and such other documents will have been, or will be, taken.

(b) Seller has not received any written notice from any governmental authorities or regulatory agencies that eminent domain proceedings for the condemnation of the Property are pending or threatened.

(c) Seller has not received any written notice of pending or threatened investigation, litigation or other proceeding before a local governmental body or regulatory agency which would materially and adversely affect the Property.

(d) Seller has not received any written notice from any governmental authority or regulatory agency that Seller's use of the Property is presently in violation of any applicable zoning, land use or other law, order, ordinance or regulation affecting the Property.

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

(f) Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(g) As of the Effective Date and as of the date of Closing, Seller is not person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

(a) Purchaser is a Washington municipal corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Washington.

(b) Purchaser has full power and authority to enter into and carry out the terms and provisions of this Agreement, and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Purchaser necessary to confer such authority upon the persons executing this Purchase Agreement and such other documents have been, or will be, taken.

(c) Purchaser represents that it has sufficient funds to close this transaction.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller

may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to: (i) the cost to repair that portion of the Property so damaged by insured casualty; or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedies: (a) the right to pursue specific performance of this Agreement; (b) the right to terminate this Agreement; and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

10. Miscellaneous.

10.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

10.2. Time of the Essence. Time is of the essence of every provision of this Agreement.

10.3. Notices. Whenever any party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or Express United States Mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

If to Purchaser: City of Richland
Attn: Public Works Department
625 Swift Blvd., MS-26
Richland, Washington 99352
Phone: (509) 942-7500

Email: jmarlow@ci.richland.wa.us

If to Seller: Victor Gomez
Christina A. Gomez
8236 W. Gage Blvd
Kennewick, WA. 99336

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

10.4. Assignments and Successors. Purchaser may not assign this Agreement without Seller's written consent. Any assignment made without Seller's consent is null and void, and does not relieve the Purchaser of any liability or obligation hereunder.

10.5. Captions. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.

10.6. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.

10.7. Binding Effect. Regardless of which party prepared or communicated this Agreement, this Agreement shall be of binding effect between Purchaser and Seller only upon its execution by an authorized representative of each such party.

10.8. Construction. The parties acknowledge that each party has reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Purchase and Sale Agreement or any amendment or exhibits hereto.

10.9. Counterparts. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including by portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

10.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

10.11. Merger. The delivery of the Deed and any other documents and instruments by Seller and the acceptance and recordation thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller

to be performed hereunder, except those clauses, covenants, warranties and indemnifications specifically provided herein to survive the Closing.

10.12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement, and both parties expressly agree to submit to personal jurisdiction in Benton County Superior Court.

10.13. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the contract and all documents related thereto with counsel before signing this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the date shown below its signature, and Seller has accepted on the date shown below its signature.

SELLER(S)

PURCHASER

Victor Gomez

Jon Amundson, ICMA-CM
Interim City Manager

Date

Date

Christina A. Gomez

Attest:

Jennifer Rogers, City Clerk

Date

Approved as to Form:

Heather Kintzley, City Attorney

Exhibit A

Legal Description of Subject Property In Fee

A portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 9 North, Range 29 East, W.M., Benton County, Washington, being a portion of Parcel 1 of Short Plat 192, recorded in Volume 1 of Short Plats, Page 192, records of said county and state, being more particularly described as follows:

Commencing at the Southeast corner of said Parcel 1, thence along the East line of said Parcel 1 North $00^{\circ}41'35''$ East, 110.74' to the **True Point of Beginning**, said point being the beginning of a non-tangent curve to the Northwest; Thence along said curve having a radius of 490.00 feet with a radial bearing of South $72^{\circ}59'37''$ West, an arc distance of 11.75' through a central angle of $01^{\circ}22'28''$ to a point of reverse curve to the right; Thence along said curve having a radius of 760.00 feet with a radial bearing of North $71^{\circ}37'09''$ East, an arc distance of 48.23' through a central angle of $03^{\circ}38'09''$ to the North line of said Parcel 1; Thence along said North line North $88^{\circ}58'02''$ East, 16.62' to a Northeast corner of said Parcel 1; Thence along the East line of said Parcel 1 South $00^{\circ}41'35''$ East, 57.72 feet to the True Point of Beginning.

Legal Description of Subject Property for Temporary Construction Easement

A portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 9 North, Range 29 East, W.M., Benton County, Washington, being a portion of Parcel 1 of Short Plat 192, recorded in Volume 1 of Short Plats, Page 192, records of said county and state, being more particularly described as follows:

Beginning at the Southeast corner of said Parcel 1, thence along the South line of said Parcel North $89^{\circ}48'03''$ West, 11.07' to a point of curve concave to the Southwest; Thence along said curve having a radius of 460.00 feet with a radial bearing of South $85^{\circ}56'01''$ West, an arc distance of 114.93' through a central angle of $14^{\circ}18'53''$ to a point of reverse curve to the right; Thence along said curve having a radius of 790.00 feet with a radial bearing of North $71^{\circ}37'09''$ East, an arc distance of 57.44' through a central angle of $04^{\circ}09'58''$ to the North line of said Parcel 1; Thence along said North line North $88^{\circ}58'02''$ East, 30.85' to a point of curve concave to the Northeast; Thence along said curve having a radius of 760.00 feet with a radial bearing of North $75^{\circ}15'18''$ East, an arc distance of 48.23' through a central angle of $03^{\circ}38'09''$ to a point of reverse curve to the right; Thence along said curve having a radius of 490.00 feet with a radial bearing of South $71^{\circ}37'09''$ West, an arc distance of 11.75' through a central angle of $01^{\circ}22'28''$ to the East line of said Parcel 1; Thence along said East line South $00^{\circ}41'37''$ East, 110.74' to the Point of Beginning.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 120-21, Authorizing Award of Bid to Palouse Power, LLC for the 2021 Boring, Trenching, and Cable Replacement Project

Department:
Energy Services

Ordinance/Resolution Number:
120-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 120-21, authorizing the City Manager to sign and execute an agreement with Palouse Power, LLC in the amount of \$1,249,045.50 for the 2021 Boring, Trenching, and Cable Replacement Project, and to execute change orders in an aggregate amount of up to ten percent (10%) of the approved contract amount.

Summary:

The City of Richland Energy Services (RES) completed a twelve-year, long-range electric utility infrastructure plan in 2014 (the "Plan"). Objectives of the Plan were to evaluate system capacity, reliability, required maintenance, aging infrastructure, and economic development opportunities to align with the City's Strategic Leadership Plan.

The City's 2021-2026 Capital Improvement Plan (CIP) identified aging underground cable and associated infrastructure that have met or exceeded life expectancy and are in need of replacement. The 2021 Boring, Trenching, and Cable Replacement Project will be used to complete an identified planned capital improvement project. Conduit, cable, and associated electrical equipment will be installed to improve system reliability. The currently aging cable is direct buried, has met or exceeded its life expectancy, and is in need of replacement. The conduit installation will be typically bored/drilled rather than installed using traditional trenching for two reasons. First, the infrastructure being replaced is primarily in back lots and boring/trenching will minimize the impact upon surrounding structures and personal property. Second, it will minimize the disturbance and outage time at any given location. In lieu of boring, some locations may require trenching due to ground conditions.

The City received four (4) bids on September 14, 2021, with the lowest qualified bid of \$1,249,045.50 from Palouse Power, LLC of Quincy, Washington. The other three (3) bids were \$1,322,878.32, \$1,389,781.22, and \$1,407,000.97. The engineer's estimate for the project was \$1,682,107.03 and was based on past contract bids with similar construction.

Staff recommends adoption of Resolution No. 120-21.

Fiscal Impact: This project is included in the City's approved 2021 Capital Improvement Plan and funded at \$1,249,045.50 in the approved 2021 Budget for the Electric Fund.

Attachments:

1. Resolution No. 120-21
2. 2021 Boring, Trenching & Cable Replacement - Bid Tab
3. 2021 Boring, Trenching & Cable Replacement - Map

RESOLUTION NO. 120-21

A RESOLUTION of the City of Richland authorizing the award of bid to Palouse Power, LLC for the 2021 Boring, Trenching, and Cable Replacement Project.

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency; and

WHEREAS, some infrastructure has met or exceeded its life expectancy, and is in need of replacement to improve system reliability; and

WHEREAS, using horizontal-directional boring and drilling to replace the aged infrastructure will minimize impact to surrounding structures and personal property, and reduce system outage time; and

WHEREAS, the City's 2021-2026 Capital Improvement Plan (CIP) includes various projects related to electric utility renewal and replacement; and

WHEREAS, bids were solicited in accordance with the City's purchasing policies, with four (4) bids received and opened on September 14, 2021; and

WHEREAS, Palouse Power, LLC submitted the lowest responsive bid in the amount of \$1,249,045.50; and

WHEREAS, the project budget is adequate to complete the project using the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Palouse Power, LLC in the amount of \$1,249,045.50 for the 2021 Boring, Trenching and Cable Replacement Project, and to execute change orders in an aggregate amount of up to ten percent (10%) of the approved contract amount.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of October, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



City of Richland

DATE BIDS OPENED:	9/14/21	ITB No.	21-0003
**PROJECT NAME **	2021 BORING, TRENCHING & CABLE REPLACEMENT		

				ENGINEER'S ESTIMATE		PALOUSE POWER QUINCY, WA		MAGNUM POWER CASTLE ROCK, WA		MICHELS PACIFIC ENERGY TUMWATER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	Schedule A - Westview Acres										
A-1	Mobilization per Task Order	1	LS	\$13,000.00	13,000.00	13,985.95	13,985.95	15,000.00	15,000.00	16,476.72	16,476.72
A-2	Boring/Drilling and/or trenching 1 - 3" conduit installation - CD3	10,146	LF	45.00	456,570.00	34.72	352,269.12	37.00	375,402.00	32.03	324,976.38
A-3	Boring/Drilling and/or trenching 2 -3" conduit installation - CD3SV	3,862	LF	70.00	270,340.00	57.05	220,327.10	48.00	185,376.00	57.45	221,871.90
A-4	Boring/Drilling and/or trenching 1 - 4" conduit installation - CD4	2,309	LF	55.00	126,995.00	46.61	107,622.49	42.00	96,978.00	46.29	106,883.61
A-5	Install Secondary Connector 4W #12-350MCM - JUCON4W*	9	EA	175.00	1,575.00	90.90	818.10	200.00	1,800.00	51.49	463.41
A-6	Install Secondary Connector 6W #12-350MCM - JUCON6W*	24	EA	200.00	4,800.00	90.90	2,181.60	200.00	4,800.00	51.49	1,235.76
A-7	Install Secondary Connector 8W #12-350MCM - JUCON8W*	60	EA	225.00	13,500.00	90.90	5,454.00	200.00	12,000.00	51.49	3,089.40
A-8	Install Fuses - Fuse Type K*	6	EA	75.00	450.00	699.30	4,195.80	250.00	1,500.00	70.03	420.18
A-9	Install (1) 1/0 JAL Primary - NUP10J*	10,900	LF	7.25	79,025.00	2.57	28,013.00	5.00	54,500.00	2.15	23,435.00
A-10	Install (3) 1/0 JAL Primary - NUP10J*	2,350	LF	8.25	19,387.50	6.15	14,452.50	5.50	12,925.00	3.51	8,248.50
A-11	Install 350MCM AL Triplex - NUS35ALX*	8,850	LF	4.50	39,825.00	2.61	23,098.50	6.00	53,100.00	2.83	25,045.50
A-12	Install Riser 3" - RP3*	1	EA	1,050.00	1,050.00	731.00	731.00	2,500.00	2,500.00	823.84	823.84
A-13	Install Riser 4" - RP4*	1	EA	2,550.00	2,550.00	731.00	731.00	2,700.00	2,700.00	823.84	823.84
A-14	Install Fused Cutout - SC100*	4	EA	175.00	700.00	524.47	2,097.88	300.00	1,200.00	51.49	205.96
A-15	Install O/H Arrester MOV - SMOVR*	4	EA	215.00	860.00	262.23	1,048.92	400.00	1,600.00	51.49	205.96
A-16	Install 1/0 JAL Elbow - ULBE1J*	114	EA	390.00	44,460.00	164.34	18,734.76	275.00	31,350.00	102.98	11,739.72
A-17	Install 1/0 JAL Stress Cone - USC10.1*	6	EA	525.00	3,150.00	157.34	944.04	275.00	1,650.00	51.49	308.94
A-18	Install 4 Way Junction Feed-Thru - ULBJ4*	13	EA	625.00	8,125.00	307.69	3,999.97	325.00	4,225.00	205.96	2,677.48
A-19	Install 200A Protective Cap - ULBCAP*	19	EA	75.00	1,425.00	43.71	830.49	125.00	2,375.00	51.49	978.31
A-20	Install Padmounted Transformer - TP75-F*	10	EA	975.00	9,750.00	874.12	8,741.20	1,250.00	12,500.00	823.84	8,238.40
A-21	Install Padmounted Transformer - TP50-F*	17	EA	925.00	15,725.00	699.30	11,888.10	1,150.00	19,550.00	823.84	14,005.28
A-22	Supply and Install Concrete Vault Base - V11B	3	EA	3,200.00	9,600.00	4,089.90	12,269.70	3,750.00	11,250.00	7,882.29	23,646.87
A-23	Supply and Install Vault Lid - V11STL	8	EA	2,800.00	22,400.00	1,455.62	11,644.96	2,600.00	20,800.00	2,950.60	23,604.80
A-24	Suppy and Install Concrete Vault Base - V3B	38	EA	2,200.00	83,600.00	1,640.31	62,331.78	2,000.00	76,000.00	5,810.90	220,814.20
A-25	Suppy and Install Concrete Transformer Vault Lid - V3KO	27	EA	1,800.00	48,600.00	656.97	17,738.19	1,250.00	33,750.00	626.93	16,927.11
A-26	Suppy and Install Vault Lid w/ Steel Door - V3STL	24	EA	2,000.00	48,000.00	1,013.51	24,324.24	1,500.00	36,000.00	2,095.79	50,298.96
A-27	Install Vault Ground - V3-13 GRD*	32	EA	570.00	18,240.00	152.10	4,867.20	750.00	24,000.00	51.49	1,647.68
A-28	Retire 1/0 URD Elbow - ULBE1	89	EA	65.00	5,785.00	43.71	3,890.19	125.00	11,125.00	55.61	4,949.29
A-29	Retire 1/0 URD Elbow - ULBE1J	9	EA	65.00	585.00	43.71	393.39	100.00	900.00	47.37	426.33
A-30	Retire 1/0 AL Inline Splice - USPL10	1	EA	55.00	55.00	43.71	43.71	150.00	150.00	51.49	51.49
A-31	Retire 4 Way Junction Feed-Thru - ULBJ4	1	EA	325.00	325.00	43.71	43.71	200.00	200.00	154.47	154.47
A-32	Retire 3 Way Junction Feed-Thru - ULBJ3	2	EA	300.00	600.00	43.71	87.42	200.00	400.00	154.47	308.94
A-33	Retire 2 Way Junction Feed-Thru - ULBJ2	2	EA	300.00	600.00	43.71	87.42	220.00	440.00	154.47	308.94
A-34	Retire 200A Protective Cap - ULBCAP	2	EA	35.00	70.00	43.71	87.42	50.00	100.00	51.49	102.98
A-35	Retire Padmounted Transformer - TP100-F	1	EA	375.00	375.00	349.65	349.65	750.00	750.00	1,235.75	1,235.75
A-36	Retire Padmounted Transformer - TP75-F	9	EA	375.00	3,375.00	349.65	3,146.85	750.00	6,750.00	1,235.75	11,121.75
A-37	Retire Padmounted Transformer - TP50-F	12	EA	365.00	4,380.00	349.65	4,195.80	750.00	9,000.00	1,235.75	14,829.00
A-38	Retire Submersible Transformer - TP75-F	1	EA	375.00	375.00	349.65	349.65	750.00	750.00	1,235.75	1,235.75
A-39	Retire Submersible Transformer - TP50-F	5	EA	365.00	1,825.00	349.65	1,748.25	750.00	3,750.00	1,235.75	6,178.75
A-40	Retire Fused Cutout - SC100	1	EA	75.00	75.00	230.76	230.76	50.00	50.00	102.98	102.98
A-41	Retire Riser 3" - RP3	1	EA	325.00	325.00	174.83	174.83	750.00	750.00	102.98	102.98
A-42	Retire Loadbreak Bushing 2 Way - UBI-2W	1	EA	65.00	65.00	131.12	131.12	100.00	100.00	102.98	102.98
A-43	Retire Vault Lid - V11GRT	5	EA	725.00	3,625.00	279.72	1,398.60	750.00	3,750.00	823.84	4,119.20
A-44	Retire Concrete Vault Base - V3B	3	EA	900.00	2,700.00	393.35	1,180.05	1,500.00	4,500.00	1,400.24	4,200.72



City of Richland

DATE BIDS OPENED:	9/14/21	ITB No.	21-0003
**PROJECT NAME **	2021 BORING, TRENCHING & CABLE REPLACEMENT		

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		PALOUSE POWER QUINCY, WA		MAGNUM POWER CASTLE ROCK, WA		MICHELS PACIFIC ENERGY TUMWATER, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-45	Retire Vault Lid - V3GRT	1	EA	650.00	650.00	279.72	279.72	750.00	750.00	411.92	411.92
A-46	Retire Concrete Transformer Vault Lid - V3KO	21	EA	650.00	13,650.00	279.72	5,874.12	750.00	15,750.00	411.92	8,650.32
A-47	Retire Vault Lid w/ Steel Door - V3STL	3	EA	650.00	1,950.00	279.72	839.16	750.00	2,250.00	411.92	1,235.76
A-48	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	50	EA	2,600.00	130,000.00	1,048.95	52,447.50	500.00	25,000.00	1,823.25	91,162.50
A-49	Flagging per Task Order	1	LS	20,000.00	20,000.00	15,851.07	15,851.07	20,000.00	20,000.00	2,637.39	2,637.39
A-50	ROW Permitting Per Task Order	1	LS	3,000.00	3,000.00	2,641.84	2,641.84	5,000.00	5,000.00	527.48	527.48
A-51	Retire (3) 1/0AL Primary - NUP10AL	242	LF	9.00	2,178.00	116.43	28,176.06	5.00	1,210.00	17.02	4,118.84
A-52	Retire (1) 1/0AL Primary - NUP10AL	1,233	LF	7.00	8,631.00	57.70	71,144.10	8.00	9,864.00	10.02	12,354.66
Schedule A - Westview Acres				SUBTOTAL		\$1,548,901.50		\$1,150,133.98		\$1,218,120.00	
8.6%				SALES TAX		133,205.53		98,911.52		104,758.32	
Schedule A - Westview Acres				TOTAL		\$1,682,107.03		\$1,249,045.50		\$1,322,878.32	
Schedule A - Westview Acres - TOTAL						\$1,682,107.03		\$1,249,045.50		\$1,322,878.32	
										\$1,389,781.22	



City of Richland

DATE BIDS OPENED:	9/14/21	ITB No.	21-0003
**PROJECT NAME **		2021 BORING, TRENCHING & CABLE REPLACEMENT	

DJ'S ELECTRICAL, INC.		
BRUSH PRAIRIE, WA		

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A - Westview Acres									
A-1	Mobilization per Task Order	1	LS	5,000.00	5,000.00		-		-
A-2	Boring/Drilling and/or trenching 1 - 3" conduit installation - CD3	10,146	LF	42.00	426,132.00		-		-
A-3	Boring/Drilling and/or trenching 2 - 3" conduit installation - CD3SV	3,862	LF	65.00	251,030.00		-		-
A-4	Boring/Drilling and/or trenching 1 - 4" conduit installation - CD4	2,309	LF	48.00	110,832.00		-		-
A-5	Install Secondary Connector 4W #12-350MCM - JUCON4W*	9	EA	50.00	450.00		-		-
A-6	Install Secondary Connector 6W #12-350MCM - JUCON6W*	24	EA	50.00	1,200.00		-		-
A-7	Install Secondary Connector 8W #12-350MCM - JUCON8W*	60	EA	50.00	3,000.00		-		-
A-8	Install Fuses - Fuse Type K*	6	EA	50.00	300.00		-		-
A-9	Install (1) 1/0 JAL Primary - NUP10J*	10,900	LF	10.00	109,000.00		-		-
A-10	Install (3) 1/0 JAL Primary - NUP10J*	2,350	LF	30.00	70,500.00		-		-
A-11	Install 350MCM AL Triplex - NUS35ALX*	8,850	LF	5.00	44,250.00		-		-
A-12	Install Riser 3" - RP3*	1	EA	300.00	300.00		-		-
A-13	Install Riser 4" - RP4*	1	EA	500.00	500.00		-		-
A-14	Install Fused Cutout - SC100*	4	EA	250.00	1,000.00		-		-
A-15	Install O/H Arrester MOV - SMOVR*	4	EA	100.00	400.00		-		-
A-16	Install 1/0 JAL Elbow - ULBE1J*	114	EA	100.00	11,400.00		-		-
A-17	Install 1/0 JAL Stress Cone - USC10.1*	6	EA	100.00	600.00		-		-
A-18	Install 4 Way Junction Feed-Thru - ULBJ4*	13	EA	250.00	3,250.00		-		-
A-19	Install 200A Protective Cap - ULBCAP*	19	EA	75.00	1,425.00		-		-
A-20	Install Padmounted Transformer - TP75-F*	10	EA	1,500.00	15,000.00		-		-
A-21	Install Padmounted Transformer - TP50-F*	17	EA	1,500.00	25,500.00		-		-
A-22	Supply and Install Concrete Vault Base - V11B	3	EA	3,000.00	9,000.00		-		-
A-23	Supply and Install Vault Lid - V11STL	8	EA	2,500.00	20,000.00		-		-
A-24	Supply and Install Concrete Vault Base - V3B	38	EA	2,000.00	76,000.00		-		-
A-25	Supply and Install Concrete Transformer Vault Lid - V3KO	27	EA	500.00	13,500.00		-		-
A-26	Supply and Install Vault Lid w/ Steel Door - V3STL	24	EA	1,800.00	43,200.00		-		-
A-27	Install Vault Ground - V3-13 GRD*	32	EA	250.00	8,000.00		-		-
A-28	Retire 1/0 URD Elbow - ULBE1	89	EA	25.00	2,225.00		-		-
A-29	Retire 1/0 URD Elbow - ULBE1J	9	EA	25.00	225.00		-		-
A-30	Retire 1/0 AL Inline Splice - USPL10	1	EA	10.00	10.00		-		-
A-31	Retire 4 Way Junction Feed-Thru - ULBJ4	1	EA	50.00	50.00		-		-
A-32	Retire 3 Way Junction Feed-Thru - ULBJ3	2	EA	45.00	90.00		-		-
A-33	Retire 2 Way Junction Feed-Thru - ULBJ2	2	EA	40.00	80.00		-		-
A-34	Retire 200A Protective Cap - ULBCAP	2	EA	20.00	40.00		-		-
A-35	Retire Padmounted Transformer - TP100-F	1	EA	400.00	400.00		-		-
A-36	Retire Padmounted Transformer - TP75-F	9	EA	400.00	3,600.00		-		-
A-37	Retire Padmounted Transformer - TP50-F	12	EA	400.00	4,800.00		-		-
A-38	Retire Submersible Transformer - TP75-F	1	EA	400.00	400.00		-		-
A-39	Retire Submersible Transformer - TP50-F	5	EA	400.00	2,000.00		-		-
A-40	Retire Fused Cutout - SC100	1	EA	100.00	100.00		-		-
A-41	Retire Riser 3" - RP3	1	EA	100.00	100.00		-		-
A-42	Retire Loadbreak Bushing 2 Way - UBI-2W	1	EA	100.00	100.00		-		-
A-43	Retire Vault Lid - V11GRT	5	EA	150.00	750.00		-		-
A-44	Retire Concrete Vault Base - V3B	3	EA	300.00	900.00		-		-

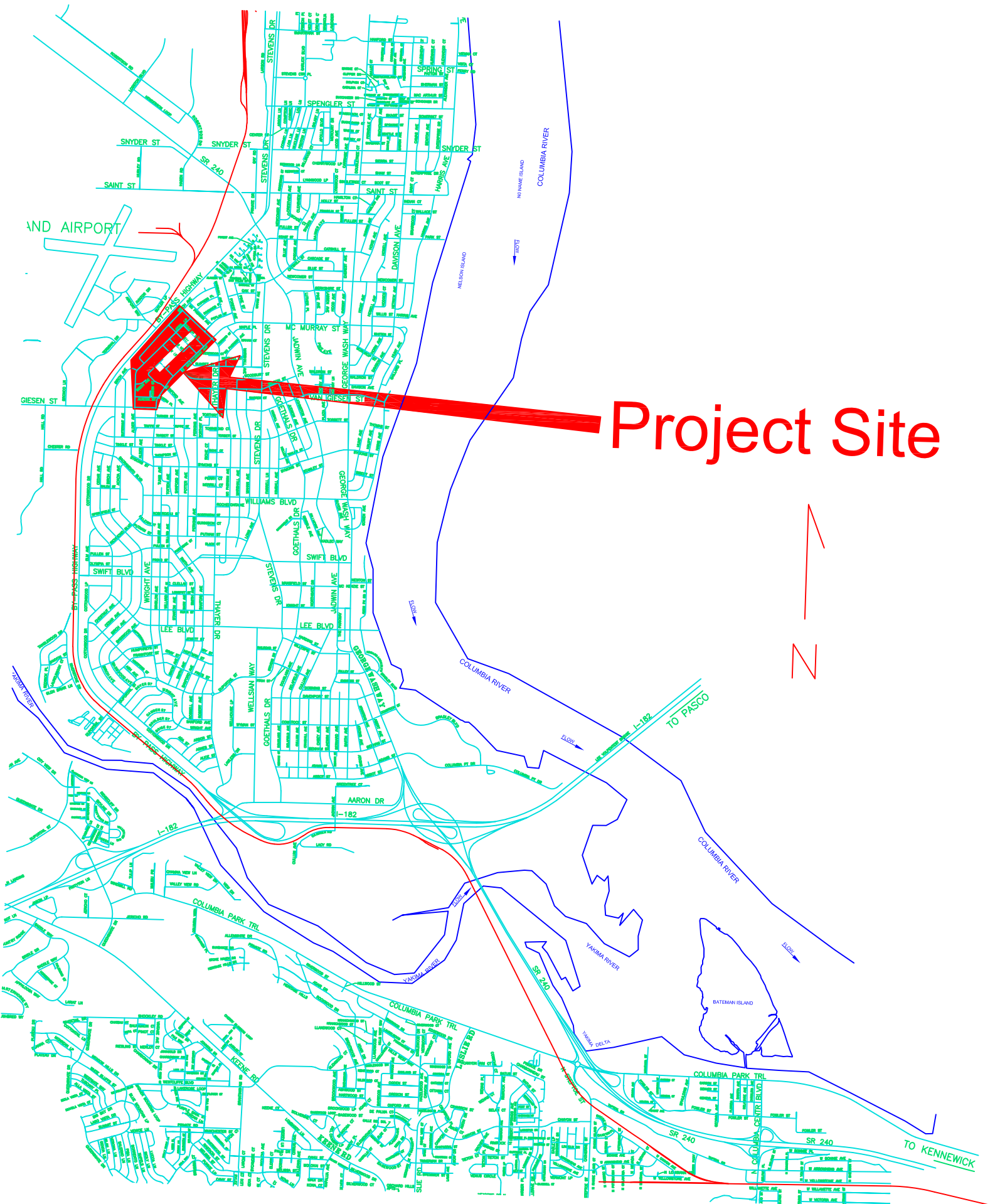


City of Richland

DATE BIDS OPENED:	9/14/21	ITB No.	21-0003
**PROJECT NAME **		2021 BORING, TRENCHING & CABLE REPLACEMENT	

DJ'S ELECTRICAL, INC.		
BRUSH PRAIRIE, WA		

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-45	Retire Vault Lid - V3GRT	1	EA	150.00	150.00		-		-
A-46	Retire Concrete Transformer Vault Lid - V3KO	21	EA	150.00	3,150.00		-		-
A-47	Retire Vault Lid w/ Steel Door - V3STL	3	EA	150.00	450.00		-		-
A-48	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	50	EA	400.00	20,000.00		-		-
A-49	Flagging per Task Order	1	LS	1,500.00	1,500.00		-		-
A-50	ROW Permitting Per Task Order	1	LS	500.00	500.00		-		-
A-51	Retire (3) 1/0AL Primary - NUP10AL	242	LF	3.00	726.00		-		-
A-52	Retire (1) 1/0AL Primary - NUP10AL	1,233	LF	2.00	2,466.00		-		-
Schedule A - Westview Acres				SUBTOTAL		\$0.00		\$0.00	
8.6%				SALES TAX		-		-	
Schedule A - Westview Acres				TOTAL		\$0.00		-	
Schedule A - Westview Acres - TOTAL				1,407,000.97		-		-	



Project Site



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 121-21, Authorizing Change Orders to Richland Contract No. 338-20 with Paramount Communications, Inc.

Department:
Energy Services

Ordinance/Resolution Number:
121-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 121-21, authorizing the City Manager to sign and execute change orders to Contract No. 338-20 with Paramount Communications, Inc. in an aggregate amount not to exceed \$70,000.

Summary:

The purpose of this resolution is to authorize a change order for the underground renewal and replacement project in the Indian Court area for boring conduit contractor services. The original contract amount was \$89,000 plus tax. However, supply chain impacts on conduit materials and previously unknown underground concrete rubbish caused time and cost impacts exceeding the 10% change order threshold. Completion of the electrical renewal and replacement project is necessary and recommended to maintain electrical infrastructure and reliable electrical service.

Staff recommends adoption of Resolution No. 121-21.

Fiscal Impact:

The costs for this project are included in the approved 2021 Budget for the Electric Fund.

Attachments:

- I. Resolution No. 121-21

RESOLUTION NO. 121-21

A RESOLUTION of the City of Richland authorizing change orders to Richland Contract No. 338-20 with Paramount Communications, Inc. for the installation of conduit for an electrical cable emergency project.

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations, and energy efficiency; and

WHEREAS, some infrastructure has met or exceeded its life expectancy and is in need of replacement; and

WHEREAS, on December 7, 2020, the City entered into Contract No. 338-20 with Paramount Communications, Inc. to replace an area of failing overhead infrastructure with buried conduit; and

WHEREAS, this contract was entered into with a competitive bid exception due to the emergency nature of the work to be completed; and

WHEREAS, the work has been significantly delayed due to unforeseen issues with the condition and composition of the soil through which boring for the conduit is to occur; and

WHEREAS, completion of this project requires change orders exceeding the City Manager's authority; and

WHEREAS, this work must be completed to ensure safe, reliable service to the City of Richland's electric customers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute change orders not exceeding \$70,000 in aggregate to Contract No. 338-20 with Paramount Communications, Inc. to complete the installation of conduit for an electrical cable emergency project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of October, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 122-21, Approving the Final Plat of Siena Hills – Phase I

Department:
Development Services

Ordinance/Resolution Number:
122-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 122-21, approving the final plat of Siena Hills - Phase I subject to the conditions identified therein.

Summary:

Siena Hills Development has requested final plat approval for Siena Hills – Phase I, dividing 28.57 acres into 62 lots for single-family residential construction together with four (4) tracts. The site is generally located west of Queensgate Drive on the west slope of Little Badger Mountain. Incomplete public infrastructure has been secured by way of a security improvement agreement in the amount of \$415,176 (see Contract No. 330-21).

Staff recommends approval of Resolution No. 122-21.

Fiscal Impact:

Final plat approval will foster the creation of 62 new lots available for single-family residential construction. New homes contribute to Richland's tax base by increasing the City's total assessed value, and also increase demand for city services.

Attachments:

1. Resolution No. 122-21
2. Vicinity Map

RESOLUTION NO. 122-21

A RESOLUTION of the City of Richland approving the final plat of Siena Hills – Phase 1 subject to the conditions of approval of Technical Advisory Committee Report No. S2019-101, Richland Hearing Examiner's Report No. S2019-101, and the findings and conclusions of the Richland City Council as adopted by Resolution No. 107-20.

WHEREAS, on December 9, 2019, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of Sienna Hills as submitted by Sienna Hills Development, LLC on behalf of Richland Properties, LLC (Greg Johnson); and

WHEREAS, the Richland Hearing Examiner recommended the Richland City Council conditionally approve the preliminary plat of Sienna Hills; and

WHEREAS, on July 21, 2020, Richland City Council held a closed-record hearing to consider the proposed Sienna Hills preliminary plat application and the recommendation of the Richland Hearing Examiner. Council took action to approve the preliminary plat request; and

WHEREAS, the developer changed the spelling for the plat of Sienna Hills to Siena Hills; and

WHEREAS, the public improvements required for the plat of Siena Hills – Phase 1, consisting of 62 lots and four (4) tracts on 28.57 acres, are being constructed in accordance with the conditions of approval contained in Technical Advisory Committee (TAC) Report No. S2019-101 dated January 31, 2020, and the March 10, 2020 Richland Hearing Examiner's Report No. S2019-101; and

WHEREAS, RCW 58.17.130 and RMC 24.24.020 expressly allow developers to post a performance bond or other security in the amount and form satisfactory to the City in lieu of construction of the required improvements prior to final plat approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of Siena Hills – Phase 1, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the following:

1. The conditions of approval contained in Technical Advisory Committee Report No. S2019-101, attached hereto and incorporated herein as **Exhibit B**; and
2. The Richland Hearing Examiner's March 10, 2020 Report No S2019-101, attached hereto and incorporated herein as **Exhibit C**; and

3. The fully executed Security and Improvement Agreement between the City and developer, attached hereto and incorporated herein as **Exhibit D**, including the posting of security as required therein; and
4. The findings and conclusions of the Richland City Council as adopted by Resolution No. 107-20.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 5th day of October, 2021.

Ryan Lukson, Mayor

Attest:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

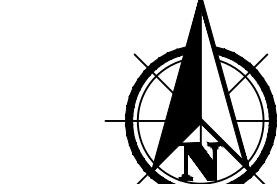
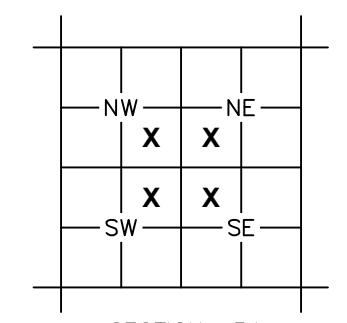
EXHIBIT A

FINAL PLAT OF
SIENA HILLS PHASE 1

LOCATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

SEE SHEETS 2, 3 & 4 OF THIS
PLAT FOR ADDITIONAL
DIMENSIONING OF
EASEMENTS, RIGHTS OF
WAY, LOTS 1 THROUGH 62 &
TRACTS B, C AND D

SECTION DIAGRAM



Scale 1" = 100'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	DELTA ANGLE
C1	300.03	162.42	160.45	S74°46'05"W	51°01'01"
C2	200.02	34.28	34.24	S25°49'49"E	9°49'13"
C3	200.02	108.28	106.97	S15°13'54"E	31°01'03"
C4	275.03	115.29	114.44	N18°43'55"W	24°01'01"
C5	125.01	181.10	165.67	S48°13'11"E	83°00'00"
C6	200.02	108.28	106.96	S15°13'55"E	31°01'01"
C7	500.06	37.11	37.10	N28°36'52"W	4°15'07"
C8	200.02	93.44	92.59	N13°06'22"W	26°45'53"
C9	940.83	1159.15	1359.41	N15°42'32"E	92°30'56"
C10	940.83	290.30	289.15	S21°42'33"E	17°40'45"
C11	970.83	306.56	305.29	S21°30'10"E	18°05'32"
C12	982.83	313.67	312.34	N21°26'28"W	18°17'10"
C13	600.07	68.71	68.67	N27°16'07"W	6°33'37"
C14	570.07	65.27	65.24	N27°16'07"W	6°33'37"
C15	600.07	83.65	83.58	S27°06'56"E	7°59'14"
C16	630.07	87.83	87.76	N27°58'56"W	7°59'14"
C17	25.00	40.23	36.03	S14°07'29"W	92°12'05"
C18	125.01	3.09	3.09	N58°43'53"E	1°24'53"
C19	25.00	38.88	35.08	S76°31'20"E	69°05'32"
C20	25.00	42.03	37.25	S16°10'48"W	95°18'44"
C21	200.02	16.86	16.85	N60°26'18"E	4°49'43"
C22	25.00	37.66	34.20	S75°07'29"E	86°17'52"
C23	25.00	39.81	35.74	N13°38'30"E	91°14'07"
C24	25.00	39.27	35.36	S75°44'26"E	90°00'00"
C25	25.00	39.27	35.36	S14°15'34"W	90°00'00"

LINE TABLE			
LINE	BEARING	DISTANCE	RECORD
L1	N89°43'25"W	67.30	(R1,D2)
L2	S30°44'26"E	19.67	(R1,D2)
L3	N30°44'26"W	63.44	(R1,D2)
L4	S06°43'25"E	53.16	(R1,D2)
L5	S30°44'26"E	52.01	(R1,D2)
L6	S07°16'34"W	51.48	(R1,D2)
L7	S89°43'25"E	12.30	(R1,D2)
L8	N30°32'56"W	33.34	(R1,D2)
L9	N30°32'56"W	33.34	(R1,D2)
L10	S58°01'27"W	52.20	(R1,D2)
L11	N58°01'27"E	58.73	(R1,D2)

EASEMENT REFERENCE NOTE

- 10' UTILITY EASEMENT TO CITY OF RICHLAND PER AFN 2014-00665
- 10' UTILITY EASEMENT TO CITY OF RICHLAND PER AFN 2016-004839
- 20' IRRIGATION EASEMENT TO B.M.I.D. PER SURVEY No. 2164 (R2)
- 10' & 20' ELECTRICAL EASEMENT TO BENTON P.U.D. PER AFN 749749
- 10' WATER LINE EASEMENT TO CITY OF RICHLAND PER AFN 2016-001483
- 10' RIGHT OF WAY EASEMENT TO BENTON P.U.D. PER AFN 728681 & 737310
- 15' POWER EASEMENT TO BENTON P.U.D. PER AFN 2021-006367
- 30' DRAINAGE EASEMENT PER PLAT OF BADGER MOUNTAIN PLATEAU (R3)
- 10' UTILITY EASEMENT PER PLAT OF BADGER MOUNTAIN PLATEAU (R3)
- 10' UTILITY EASEMENT PER PLAT OF HIDDEN HILLS PHASE 1 (R5)
- 20' DRAINAGE EASEMENT PER PLAT OF HIDDEN HILLS PHASE 2 (R6)
- 20' DRAINAGE EASEMENT PER PLAT OF HIDDEN HILLS PHASE 3 (R7)
- 10' DRAINAGE EASEMENT PER PLAT OF HIDDEN HILLS PHASE 3 (R7)
- VARIED WIDTH ACCESS EASEMENT PER AFN 862635, BENEFITING ALL LANDS IN SECTION 34, EXCEPT THE N 1/2 OF THE NE 1/4
- 10' UTILITY & IRRIGATION EASEMENT PER AFN 2021-00000
- 15' UTILITY & IRRIGATION EASEMENT PER AFN 2021-00000

LEGEND AND ABBREVIATIONS

- SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318"
- ◆ SET BRASS CAP IN MONUMENT CASE STAMPED "2021 PLS 46318"
- FOUND 5/8" IRON REBAR W/ YPC OR OPC WITHIN 0.1' FROM CALCULATED PER (R3) THROUGH (R8), UNLESS NOTED OTHERWISE. FOUND SURVEY MONUMENT AS NOTED
- CALCULATED POINT, NOT FOUND OR SET
- [####] DENOTES ADDRESS. SEE REQUIRED CITY NOTES, SHEET 5
- AFN AUDITOR FILE NUMBER
- B.M.I.D. BADGER MOUNTAIN IRRIGATION DISTRICT
- C# / L# DENOTES CURVE / LINE DATA, SEE TABLE
- C.O.R. CITY OF RICHLAND
- ESMT EASEMENT
- EXIST. EXISTING
- IRR IRRIGATION
- P.U.D. PUBLIC UTILITY DISTRICT
- P.U.E. PUBLIC UTILITY EASEMENT
- RPG RED PLASTIC CAP
- RW DENOTES RIGHT OF WAY DEDICATED BY THIS PLAT
- SEC. SECTION
- S.F. / AC. SQUARE FEET / ACRES
- UTL. UTILITY
- (VOL., PG.) VOLUME, PAGE
- W/ WITH
- YPC YELLOW PLASTIC CAP
- YPC VISION-CLEARANCE TRIANGLE, SEE DETAILS, SHEET 4
- SECTION OF SECTION SUB-DIVISION LINE
- - - - - EXISTING RIGHT-OF-WAY
- - - - - EXISTING RIGHT-OF-WAY CENTERLINE
- - - - - EXISTING ADJACENT PROPERTY LINE
- - - - - EXISTING EASEMENT
- PLAT BOUNDARY
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY DEDICATED HEREON
- NEW LOT LINE
- EASEMENT DEDICATED BY THIS PLAT
- VISION-CLEARANCE TRIANGLE (VCT), SEE DETAILS, SHEET 4

BASIS OF BEARINGS

NAD 83, WASHINGTON STATE PLANE SOUTH ZONE GRID BEARING OF N00°45'21"E ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 34, T09N, R28E, W.M., BETWEEN FOUND MONUMENTS. DISTANCES SHOWN ARE TRUE GROUND LENGTHS, IN US SURVEY FOOT.

TRACT NOTES

- TRACTS A AND D ARE RETAINED BY THE OWNER OF RECORD FOR THE USES STATED BELOW. MAINTENANCE OF LANDSCAPING AND SURFACE IMPROVEMENTS IN SAID TRACTS ARE THE FULL RESPONSIBILITY OF THE OWNER OF RECORD.
- TRACT A AND TRACT D ARE FOR OPEN SPACE.
- TRACTS B AND C ARE HEREBY DEDICATED TO CITY OF RICHLAND, FOR THE USES STATED BELOW:
- TRACT B AND TRACT C ARE FOR STORM DRAINAGE.

EASTERNMOST PROPERTY CORNER PIN NOTE

ON THE INITIAL VISIT, THE EASTERNMOST PROPERTY CORNER PIN FOR THE PARENT PARCEL WAS FOUND WITH NO CAP, 0.18' NORTHEASTERLY OF THE PROPERTY CORNER. THIS INITIAL POSITION WAS HELD FOR PROPERTY LINE PROJECTION. IN A LATER VISIT THIS SAME PIN WAS FOUND BENT. BASED ON ITS SPINHOLE POSITION, IT IS LOCATED S88°E 0.60' FROM THE PROPERTY CORNER.

SURVEY / DEED REFERENCES

- (R1) BADGER RIDGE FARMS PARTNERSHIP SURVEY NO. 1147 (VOL. 1, PG. 1147, AFN 87-18653) BY ROGERS, RECORDED 12/03/1987
- (R2) BADGER MOUNTAIN IRRIGATION DISTRICT R.O.W. MAP, SURVEY NO. 2164 (VOL. 1, PG. 2164, AFN 96-12391) BY ROGERS, RECORDED 05/21/1996
- (R3) PLAT OF BADGER MOUNTAIN PLATEAU (VOL. 15, PG. 196, AFN 2003-005129) BY BAALMAN, RECORDED 02/03/2003
- (R4) BILL WILSON SEGREGATION SURVEY NO. 3894 (VOL. 1, PG. 3894, AFN 2008-015497) BY STRATTON, RECORDED 05/29/2008, CORRECTS SURVEY NO. 3884
- (R5) PLAT OF HIDDEN HILLS PHASE 1 (VOL. 15, PG. 402, AFN 2011-000948) BY MATARAZZO, RECORDED 01/10/2011
- (R6) PLAT OF HIDDEN HILLS PHASE 2 (VOL. 15, PG. 477, AFN 2014-002771) BY BAALMAN, RECORDED 02/04/2014
- (R7) PLAT OF HIDDEN HILLS PHASE 3 (VOL. 15, PG. 537, AFN 2016-015895) BY BAALMAN, RECORDED 06/07/2016
- (R8) BILL & HOLLY WILSON BOUNDARY LINE ADJUSTMENT SURVEY NO. 5031 (VOL. 1, PG. 5031, AFN 2016-016513) BY BAALMAN, RECORDED 06/26/2016, SUPERSEDES SURVEY NO. 4925
- (R9) BILL WILSON BOUNDARY SURVEY NO. 1743 (VOL. 1, PG. 1743, AFN 93-33841) BY BAALMAN, RECORDED 11/03/1993, AMENDS SURVEY NO. 1716
- (R10) PLAT OF WESTCLIFFE HEIGHTS PHASE 1B (VOL. 15, PG. 638, AFN 2019-012235) BY MATARAZZO, RECORDED 05/14/2019
- (R11) PARCEL EXEMPTION SURVEY NO. 5494 (AFN 2021-021122) BY MATARAZZO, RECORDED 05/03/2021
- (D1) STATUTORY WARRANTY DEED TO RICHLAND PROPERTIES, LLC (AFN 2019-001554), RECORDED 01/18/2019
- (D2) EXEMPT LAND DIVISION AND QUIT CLAIM DEED TO RICHLAND PROPERTIES, LLC (AFN 2021-024644), RECORDED 05/24/2021
- (D3) QUIT CLAIM DEED TO SIENA HILLS DEVELOPMENT, LLC (AFN 2021-024645), RECORDED 05/24/2021

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SIENA HILLS DEVELOPMENT, LLC. IN 2021.

ALEXANDER D. MATARAZZO, PLS 46318 DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS DAY OF 2021 AT M. IN VOLUME OF PLATS AT PAGE AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

COUNTY AUDITOR



CLIENT: SIENA HILLS DEVELOPMENT, LLC		PROJECT NO.: 66150.000
SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 09/23/2021
CALC BY: ROP	DRAWN BY: DWW	SCALE: 1" = 100'
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST
CITY: RICHLAND	COUNTY: BENTON	SHEET 1 OF 5

FINAL PLAT OF
SIENA HILLS PHASE 1

LOCATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

LEGEND AND ABBREVIATIONS

●	SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318"
◆ (R#)	SET BRASS CAP IN MONUMENT CASE STAMPED "2021 PLS 46318"
○	FOUND 5/8" IRON REBAR W/ YPC OR OPC WITHIN 0.1' FROM CALCULATED PER (R3) THROUGH (R8), UNLESS NOTED OTHERWISE.
○	FOUND SURVEY MONUMENT AS NOTED
[####]	CALCULATED POINT, NOT FOUND OR SET
AFN	DENOTES ADDRESS. SEE REQUIRED CITY NOTES, SHEET 5
BMID	AUDITOR FILE NUMBER
C# / L#	BADGER MOUNTAIN IRRIGATION DISTRICT
C.O.R.	DENOTES CURVE / LINE DATA, SEE TABLE
EMST	CITY OF RICHLAND
EXIST.	EASEMENT
IRR	EXISTING
P.U.D.	IRRIGATION
P.U.E.	PUBLIC UTILITY DISTRICT
RPC	PUBLIC UTILITY EASEMENT
W/	RED PLASTIC CAP
YPC	DENOTES RIGHT OF WAY DEDICATED BY THIS PLAT
(VCT)	SECTION
S.F. / AC.	SQUARE FEET / ACRES
UTIL.	UTILITY
(VOL. , PG.)	VOLUME, PAGE
W/	WITH
YPC	YELLOW PLASTIC CAP
(VCT)	VISION-CLEARANCE TRIANGLE, SEE DETAILS, SHEET 4
---	SECTION OF SECTION SUB-DIVISION LINE
---	EXISTING RIGHT-OF-WAY
---	EXISTING RIGHT-OF-WAY CENTERLINE
---	EXISTING ADJACENT PROPERTY LINE
---	EXISTING EASEMENT
---	PLAT BOUNDARY
---	RIGHT-OF-WAY CENTERLINE
---	RIGHT-OF-WAY DEDICATED HEREON
---	NEW LOT LINE
---	EASEMENT DEDICATED BY THIS PLAT
---	VISION-CLEARANCE TRIANGLE (VCT), SEE DETAILS, SHEET 4

TRACT NOTES

TRACTS A AND D ARE RETAINED BY THE OWNER OF RECORD FOR THE USES STATED BELOW. MAINTENANCE OF LANDSCAPING AND SURFACE IMPROVEMENTS IN SAID TRACTS ARE THE FULL RESPONSIBILITY OF THE OWNER OF RECORD:

- TRACT A AND TRACT D ARE FOR OPEN SPACE.
- TRACT B AND TRACT C ARE FOR STORM DRAINAGE.

SEE SHEET 1 OF THIS PLAT
FOR DIMENSIONING OF
TRACT A AND OVERALL
BOUNDARY

SEE SHEET 1 FOR CONTINUATION

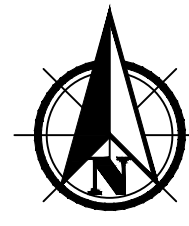
BASEIS OF BEARINGS

NAD 83, WASHINGTON STATE PLANE SOUTH ZONE GRID
BEARING OF N00°45'21"E ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 34, TOWN, R28E, W.M., BETWEEN FOUND MONUMENTS. DISTANCES SHOWN ARE TRUE GROUND LENGTHS, IN US SURVEY FOOT.

LINE	BEARING	DISTANCE	RECORD
L1	N89°43'25"W	67.30'	
L2	S30°44'26"E	19.67'	
L3	N30°44'26"E	63.44'	
L4	S06°43'25"E	53.16'	
L5	S30°44'26"E	52.01'	
L6	S00°16'35"W	31.48'	
L7	S89°43'25"E	12.30'	
L8	N30°32'56"W	33.34'	
L9	N30°32'56"W	33.34'	
L10	S58°01'27"W	52.20'	
L11	N58°01'27"E	38.73'	

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	RECORD LENGTH
C1	300.03'	162.42'	160.45'	S74°46'05"W	31°01'01"	
C2	200.02'	34.28'	34.24'	S25°49'49"E	9°49'13"	
C3	200.02'	108.28'	106.97'	S15°13'54"E	31°01'03"	
C4	1184.03'	115.29'	114.44'	N18°45'05"E	24°01'01"	
C5	125.01'	181.10'	165.67'	S48°13'25"E	33°00'00"	
C6	200.02'	108.28'	106.96'	S15°13'55"E	31°01'01"	
C7	500.06'	37.11'	37.10'	N28°36'52"W	4°15'07"	
C8	200.02'	93.44'	92.59'	N13°06'22"W	26°45'53"	
C9	840.83'	1519.15'	1359.41'	N15°42'36"E	92°30'56"	
C10	940.83'	280.30'	289.15'	S21°42'53"E	17°40'45"	
C11	970.83'	306.56'	305.29'	S21°30'10"E	18°05'32"	
C12	982.83'	313.67'	312.34'	N21°26'28"W	18°17'10"	(R11,D2)(313.74'R8,D1)
C13	800.07'	168.71'	168.67'	N27°16'07"W	6°33'37"	
C14	870.07'	65.27'	65.24'	N27°16'07"W	6°33'37"	
C15	600.07'	83.65'	83.58'	S27°58'56"E	7°59'14"	
C16	630.07'	87.83'	87.76'	N27°58'56"W	7°59'14"	(R11,D2)
C17	250.03'	40.23'	36.03'	S14°07'29"W	9°21'20"	(R11,D2)
C18	125.01'	3.09'	3.09'	N58°43'53"E	1°24'53"	
C19	25.00'	38.88'	35.08'	S76°31'20"E	89°05'32"	(R11,D2)
C20	25.00'	42.03'	37.25'	S16°10'49"W	96°18'44"	(R11,D2)
C21	200.02'	16.86'	16.85'	N60°26'18"E	4°49'43"	
C22	25.00'	37.66'	34.20'	S75°07'29"E	86°17'52"	(R11,D2)
C23	25.00'	39.81'	35.74'	N13°38'30"E	91°11'37"	
C24	25.00'	39.27'	35.36'	S75°44'26"E	90°00'00"	(R11,D2)
C25	25.00'	39.27'	35.36'	S14°15'34"W	90°00'00"	(R11,D2)
C26	273.03'	70.80'	70.60'	S82°50'52"W	14°51'26"	
C27	273.03'	77.01'	76.75'	S67°20'22"W	16°09'35"	
C28	25.00'	39.27'	35.36'	S14°15'34"W	90°00'00"	
C29	227.02'	36.60'	36.56'	N26°07'19"E	91°14'14"	
C30	175.02'	31.97'	31.92'	S25°26'51"E	10°35'09"	
C31	25.00'	39.27'	35.36'	N75°44'26"W	90°00'00"	
C32	25.00'	39.27'	35.36'	S14°15'34"W	90°00'00"	
C33	175.02'	31.97'	31.92'	S25°26'51"E	10°35'09"	
C34	910.83'	108.99'	108.92'	S16°44'20"E	6°51'21"	
C35	910.83'	144.17'	144.02'	S24°42'05"E	9°04'09"	
C36	910.83'	20.87'	20.87'	N29°53'33"W	1°18'47"	
C37	630.07'	17.19'	17.19'	N29°46'02"W	1°33'48"	
C38	630.07'	54.95'	54.95'	S82°07'19"E	89°05'32"	
C39	570.07'	34.36'	34.35'	N25°42'54"W	3°27'11"	
C40	570.07'	45.11'	45.10'	S29°42'32"E	4°32'03"	
C41	25.00'	38.74'	34.98'	N76°21'30"W	88°45'53"	
C42	25.00'	39.27'	35.36'	N14°15'34"E	90°00'00"	
C43	570.07'	8.33'	8.33'	S82°07'19"E	89°05'32"	
C44	527.06'	30.78'	30.78'	N28°09'42"W	3°20'47"	
C45	227.02'	30.27'	30.25'	N22°40'08"W	7°38'22"	
C46	227.02'	49.18'	49.08'	N12°38'37"W	12°24'40"	
C47	25.00'	19.10'	18.64'	N28°19'15"W	4°34'56"	
C48	54.00'	3.26'	3.26'	S48°28'33"E	3°27'20"	
C49	54.00'	55.79'	53.34'	S17°09'21"E	59°11'03"	
C50	54.00'	40.28'	39.36'	N33°48'20"E	42°44'19"	
C51	54.00'	79.12'	72.23'	S82°51'24"E	83°56'12"	
C52	25.00'	21.31'	20.67'	S65°18'22"E	48°50'07"	
C53	152.01'	11.66'	11.66'	S87°51'31"E	42°34'47"	
C54	152.01'	76.43'	75.63'	N70°55'23"W	28°48'28"	
C55	152.01'	30.07'	30.02'	N50°51'10"W	11°19'59"	
C56	152.01'	67.54'	66.99'	N32°27'27"W	25°27'27"	
C57	152.01'	34.51'	34.43'	N13°13'54"W	13°00'18"	
C58	248.03'	103.97'	103.21'	S18°43'55"E	24°01'01"	
C59	25.00'	39.27'	35.36'	S75°44'26"E	90°00'00"	
C60	25.00'	36.06'	33.01'	S17°56'41"W	82°37'46"	
C61	227.02'	78.93'	78.53'	N13°24'37"W	19°55'09"	
C62	227.02'	14.77'	14.77'	S01°33'13"E	34°34'40"	
C63	173.02'	55.56'	55.33'	S08°55'23"E	8°24'02"	
C64	25.00'	44.78'	39.03'	S69°25'55"E	102°37'02"	
C65	327.03'	36.18'	36.16'	S62°25'44"W	6°20'21"	
C66	327.03'	140.86'	139.77'	N77°56'15"E	24°40'40"	
C67	30.00'	82.51'	46.06'	N40°08'09"E	100°16'53"	
C68	173.02'	49.78'	49.61'	N18°14'48"W	16°29'01"	
C69	473.06'	23.99'	23.99'	N27°56'29"W	2°54'21"	
C70	473.06'	11.11'	11.11'	N30°04'03"W	12°04'46"	
C71	25.00'	39.27'	35.36'	S75°44'26"E	90°00'00"	
C72	25.00'	39.27'	35.36'	N14°15'34"E	90°00'00"	
C73	227.02'	15.73'	15.73'	S28°45'18"E	3°58'16"	
C74	227.02'	61.35'	61.17'	S19°01'39"E	15°29'03"	
C75	227.02'	45.81'	45.73'	S05°30'16"E	11°33'43"	
C76	25.00'	39.27'	35.36'	N44°43'25"W	90°00'00"	
C77	25.00'	39.27'	35.36'	N45°16'35"E	90°00'00"	
C78	173.02'	40.88'	40.79'	N06°29'33"W	13°32'16"	
C79	173.02'	52.78'	52.58'	S22°00'03"E	17°28'45"	
C80	25.00'	39.27'	35.36'	N75°44'26"W	90°00'00"	
C81	25.00'	39.27'	35.36'	N14°15'34"E	90°00'00"	
C82	302.02'	53.86'	53.79'	S25°37'54"E	10°13'03"	
C83	302.02'	72.74'	72.57'	N13°37'24"W	13°47'58"	
C84	98.01'	23.19'	23.14'	S13°30'12"E	13°33'34"	
C85	98.01'	118.79'	111.65'	S55°00'12"E	69°26'26"	



Scale 1" = 50'

0 25 50 100

EASEMENT REFERENCE NOTE

- 10' UTILITY EASEMENT TO CITY OF RICHLAND PER AFN 2014-00665
- 10' UTILITY EASEMENT TO CITY OF RICHLAND PER AFN 2016-004839
- 20' IRRIGATION EASEMENT TO B.M.I.D. PER SURVEY No. 2164 (R2)
- 10' & 20' ELECTRICAL EASEMENT TO BENTON P.U.D. PER AFN 749749
- 10' WATER LINE EASEMENT TO CITY OF RICHLAND PER AFN 2018-001483
- 10' RIGHT OF WAY EASEMENT TO BENTON P.U.D. PER AFN 728681 & 737310
- 15' POWER EASEMENT TO BENTON P.U.D. PER AFN 2021-006367
- 30' DRAINAGE EASEMENT PER PLAT OF BADGER MOUNTAIN PLATEAU (R3)
- 10' UTILITY EASEMENT PER PLAT OF BADGER MOUNTAIN PLATEAU (R3)
- 10' UTILITY EASEMENT PER PLAT OF HIDDEN HILLS PHASE 1 (R5)
- 20' DRAINAGE EASEMENT PER PLAT OF HIDDEN HILLS PHASE 2 (R6)
- 20' DRAINAGE EASEMENT PER PLAT OF HIDDEN HILLS PHASE 3 (R7)
- 10' DRAINAGE EASEMENT PER PLAT OF HIDDEN HILLS PHASE 3 (R7)
- VARIED WIDTH ACCESS EASEMENT PER AFN 862635, BENEFITING ALL LANDS IN SECTION 34, EXCEPT THE N 1/2 OF THE NE 1/4
- 10' UTILITY & IRRIGATION EASEMENT PER AFN 2021-00665
- 15' UTILITY & IRRIGATION EASEMENT PER AFN 2021-00665

VISION-CLEARANCE TRIANGLE NOTE

(VCT) SEE SHEET 4 FOR DETAIL OF VISION-CLEARANCE TRIANGLE ENCROACHMENT.

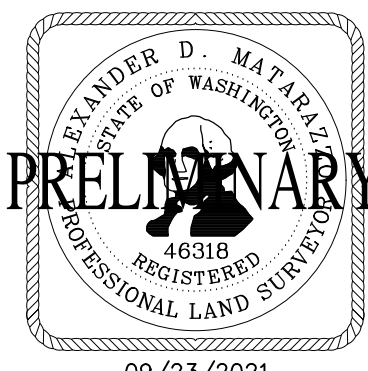
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2021 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

COUNTY AUDITOR

SURVEY / DEED REFERENCES

- (R1) BADGER RIDGE FARMS PARTNERSHIP SURVEY NO. 1147 (VOL. 1, PG. 1147, AFN 87-18653) BY ROGERS, RECORDED 12/03/1987
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(R3) PLAT OF BADGER MOUNTAIN PLATEAU (VOL. 15, PG. 196, AFN 2003-005129) BY BAALMAN, RECORDED 02/03/2003
(R4) BILL WILSON SEGREGATION SURVEY NO. 3894 (VOL. 1, PG. 3894, AFN 2008-015497) BY STRATTON, RECORDED 05/29/2008, CORRECTS SURVEY NO. 3884
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(R6) PLAT OF HIDDEN HILLS PHASE 2 (VOL. 15, PG. 477, AFN 2014-002771) BY BAALMAN, RECORDED 02/04/2014
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(R8) BILL & HOLLY WILSON BOUNDARY LINE ADJUSTMENT SURVEY NO. 5031 (VOL. 1, PG. 5031, AFN 2018-015813) BY BAALMAN, RECORDED 06/26/2018, SUPERSEDES SURVEY NO. 4925
(R9) BILL WILSON BOUNDARY SURVEY NO. 1743 (VOL. 1, PG. 1743, AFN 93-33841) BY BAALMAN, RECORDED 11/03/1993, AMENDS SURVEY NO. 1716
(R10) PLAT OF WESTCLIFFE HEIGHTS PHASE 1B (VOL. 15, PG. 638, AFN 2019-012235) BY MATARAZZO, RECORDED 05/14/2019
(R11) PARCEL EXEMPTION SURVEY NO. 5494 (AFN 2021-021122) BY MATARAZZO, RECORDED 05/03/2021
(D1) STATUTORY WARRANTY DEED TO RICHLAND PROPERTIES, LLC (AFN 2019-001554), RECORDED 01/18/2019
(D2) EXEMPT LAND DIVISION AND QUIT CLAIM DEED TO RICHLAND PROPERTIES, LLC (AFN 2021-024644), RECORDED 05/24/2021
(D3) QUIT CLAIM DEED TO SIENA HILLS DEVELOPMENT, LLC (AFN 2021-024645), RECORDED 05/24/2021



09/23/2021



PBS Engineering and Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600
pbsusa.com

CLIENT: SIENA HILLS DEVELOPMENT, LLC	PROJECT NO.: 66150.000
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 09/23/2021
CALC BY: ROP	DRAWN BY: DWW
SECTION: 34	TOWNSHIP: 9 NORTH
CITY: RICHLAND	COUNTY: BENTON
	SHEET 2 OF 5

SEE SHEET 1 OF THIS PLAT
FOR DIMENSIONING OF
TRACT A AND OVERALL
BOUNDARY

FINAL PLAT OF
SIENA HILLS PHASE 1
LOCATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW
1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 34,
TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

- LEGEND AND ABBREVIATIONS**
- SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318"
 - ◆ SET BRASS CAP IN MONUMENT CASE STAMPED "2021 PLS 46318"
 - ⊙ (R#) FOUND 5/8" IRON REBAR W/ YPC OR OPC WITHIN 0.1' FROM CALCULATED PER (R3) THROUGH (R8), UNLESS NOTED OTHERWISE.
 - ⊙ FOUND SURVEY MONUMENT AS NOTED
 - CALCULATED POINT, NOT FOUND OR SET
 - [[###]] DENOTES ADDRESS. SEE REQUIRED CITY NOTES, SHEET 5
 - AFN AUDITOR FILE NUMBER
 - BMID BADGER MOUNTAIN IRRIGATION DISTRICT
 - C# / L# DENOTES CURVE / LINE DATA, SEE TABLE
 - C.O.R. CITY OF RICHLAND
 - ESMT EASEMENT
 - EXIST. EXISTING
 - IRR IRRIGATION
 - P.U.D. PUBLIC UTILITY DISTRICT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - RPC RED PLASTIC CAP
 - RW DENOTES RIGHT OF WAY DEDICATED BY THIS PLAT
 - SEC. SECTION
 - S.F. / AC. SQUARE FEET / ACRES
 - UTIL. UTILITY
 - (VOL. , PG.) VOLUME, PAGE
 - W/ WITH
 - YPC YELLOW PLASTIC CAP
 - (VCT) VISION-CLEARANCE TRIANGLE, SEE DETAILS, SHEET 4
 - SECTION OF SECTION SUB-DIVISION LINE
 - EXISTING RIGHT-OF-WAY
 - EXISTING RIGHT-OF-WAY CENTERLINE
 - EXISTING ADJACENT PROPERTY LINE
 - EXISTING EASEMENT
 - PLAT BOUNDARY
 - RIGHT-OF-WAY CENTERLINE
 - RIGHT-OF-WAY DEDICATED HEREON
 - NEW LOT LINE
 - EASEMENT DEDICATED BY THIS PLAT
 - VISION-CLEARANCE TRIANGLE (VCT), SEE DETAILS, SHEET 4

BASIS OF BEARINGS
NAD 83, WASHINGTON STATE PLANE SOUTH ZONE GRID
BEARING OF N00°45'21"E ALONG THE WEST LINE OF THE
SW 1/4 OF SECTION 34, T09N, R28E, W.M., BETWEEN
FOUND MONUMENTS. DISTANCES SHOWN ARE TRUE
GROUND LENGTHS, IN US SURVEY FOOT.

- EASEMENT REFERENCE NOTE**
- 10' UTILITY EASEMENT TO CITY OF RICHLAND PER AFN 2014-00665
 - 10' UTILITY EASEMENT TO CITY OF RICHLAND PER AFN 2016-004839
 - 20' IRRIGATION EASEMENT TO B.M.I.D. PER SURVEY No. 2164 (R2)
 - 10' & 20' ELECTRICAL EASEMENT TO BENTON P.U.D. PER AFN 749749
 - 10' WATER LINE EASEMENT TO CITY OF RICHLAND PER AFN 2018-001483
 - 10' RIGHT OF WAY EASEMENT TO BENTON P.U.D. PER AFN 728681 & 737310
 - 15' POWER EASEMENT TO BENTON P.U.D. PER AFN 2021-006367
 - 30' DRAINAGE EASEMENT PER PLAT OF BADGER MOUNTAIN PLATEAU (R3)
 - 10' UTILITY EASEMENT PER PLAT OF BADGER MOUNTAIN PLATEAU (R3)
 - 10' UTILITY EASEMENT PER PLAT OF HIDDEN HILLS PHASE 1 (R5)
 - 20' DRAINAGE EASEMENT PER PLAT OF HIDDEN HILLS PHASE 2 (R6)
 - 20' DRAINAGE EASEMENT PER PLAT OF HIDDEN HILLS PHASE 3 (R7)
 - 10' DRAINAGE EASEMENT PER PLAT OF HIDDEN HILLS PHASE 3 (R7)
 - VARIED WIDTH ACCESS EASEMENT PER AFN 862635, BENEFITING ALL LANDS IN SECTION 34, EXCEPT THE N 1/2 OF THE NE 1/4
 - 10' UTILITY & IRRIGATION EASEMENT PER AFN 2021-00665
 - 15' UTILITY & IRRIGATION EASEMENT PER AFN 2021-00665

TRACT NOTES
TRACTS A AND D ARE RETAINED BY THE OWNER OF RECORD FOR THE USES STATED BELOW.
MAINTENANCE OF LANDSCAPING AND SURFACE IMPROVEMENTS IN SAID TRACTS ARE THE FULL
RESPONSIBILITY OF THE OWNER OF RECORD:
• TRACT A AND TRACT D ARE FOR OPEN SPACE.
TRACTS B AND C ARE HEREBY DEDICATED TO CITY OF RICHLAND, FOR THE USES STATED BELOW:
• TRACT B AND TRACT C ARE FOR STORM DRAINAGE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°43'25"W	67.30'
L2	S30°44'26"E	19.67'
L3	N30°44'26"W	63.44'
L4	S06°43'25"E	53.16'
L5	S30°44'26"E	52.01'
L6	S00°16'34"W	31.48'
L7	S89°43'25"E	12.30'
L8	N30°32'56"W	33.34'
L9	N30°32'56"W	33.34'
L10	S58°01'27"E	52.20'
L11	N58°01'27"E	38.73'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	RECORD LENGTH
C1	300.03'	162.42'	160.45'	S74°48'05"W	31°01'01"	
C2	200.02'	34.28'	34.24'	S25°49'49"W	9°49'13"	
C3	200.02'	108.28'	106.97'	S15°13'54"E	31°01'03"	
C4	275.03'	115.29'	114.44'	N18°43'55"W	24°01'01"	
C5	125.01'	181.10'	165.67'	S48°13'25"E	83°00'00"	
C6	200.02'	108.28'	106.96'	S15°13'55"E	31°01'01"	
C7	500.06'	37.11'	37.10'	N28°36'52"W	4°15'07"	
C8	200.02'	93.44'	92.59'	N13°06'22"W	26°45'53"	
C9	940.83'	1519.15'	1359.41'	N15°42'32"E	92°30'56"	
C10	940.83'	290.30'	289.15'	S21°42'33"E	17°40'45"	
C11	970.83'	306.56'	305.29'	S21°30'10"E	18°05'32"	
C12	982.83'	313.67'	312.34'	N21°26'28"W	18°17'10"	(R11,D2)(313.74/R8,D1)
C13	600.07'	68.71'	68.67'	N27°16'07"W	6°33'37"	
C14	570.07'	65.27'	65.24'	N27°16'07"W	6°33'37"	
C15	600.07'	83.65'	83.58'	S27°58'56"W	7°59'14"	
C16	630.07'	87.83'	87.76'	N27°58'56"W	7°59'14"	(R11,D2)
C17	25.00'	40.23'	36.03'	S14°07'29"W	92°12'05"	(R11,D2)
C18	125.01'	3.09'	3.09'	N58°43'53"E	1°24'53"	
C19	25.00'	38.88'	35.08'	S76°31'20"E	89°05'32"	(R11,D2)
C20	25.00'	42.03'	37.25'	S16°10'49"W	96°18'44"	(R11,D2)
C21	200.02'	16.86'	16.85'	N60°26'18"E	4°49'43"	
C22	25.00'	37.66'	34.20'	S75°07'29"E	86°17'52"	(R11,D2)
C23	25.00'	39.81'	35.74'	N13°38'30"E	91°14'07"	
C24	25.00'	39.27'	35.36'	S75°44'26"E	90°00'00"	(R11,D2)
C25	25.00'	39.27'	35.36'	S14°15'34"W	90°00'00"	(R11,D2)
C26	327.03'	70.80'	70.60'	S82°53'52"W	90°00'00"	
C27	273.03'	77.01'	76.75'	S67°20'22"W	16°09'35"	
C28	25.00'	39.27'	35.36'	S14°15'34"W	90°00'00"	
C29	227.02'	36.60'	36.56'	N26°07'19"W	9°14'14"	
C30	173.02'	31.97'	31.92'	S25°25'31"E	10°35'08"	
C31	25.00'	39.27'	35.36'	N75°44'26"W	90°00'00"	
C32	25.00'	39.27'	35.36'	S14°15'34"W	90°00'00"	
C33	25.00'	39.27'	35.36'	N75°44'26"W	90°00'00"	
C34	910.83'	108.99'	108.92'	S16°44'20"E	6°51'21"	
C35	910.83'	144.17'	144.02'	S24°42'05"E	9°04'00"	
C36	910.83'	20.87'	20.87'	N29°53'33"W	1°18'47"	
C37	630.07'	17.19'	17.19'	N29°46'02"W	1°33'48"	
C38	630.07'	54.95'	54.93'	S26°29'14"E	4°59'49"	
C39	570.07'	34.36'	34.35'	N25°42'54"W	3°27'11"	
C40	570.07'	45.11'	45.10'	S28°42'32"E	4°32'01"	
C41	25.00'	38.74'	34.98'	N76°21'30"W	88°45'53"	
C42	25.00'	39.27'	35.36'	N14°15'34"E	90°00'00"	
C43	527.06'	8.33'	8.33'	N30°17'16"W	0°54'20"	
C44	527.06'	30.78'	30.78'	N28°09'42"W	3°20'43"	
C45	227.02'	30.27'	30.25'	N22°40'08"W	7°38'22"	
C46	227.02'	49.18'	49.08'	N12°38'37"W	12°24'40"	
C47	25.00'	19.10'	18.64'	N28°19'15"W	43°45'56"	
C48	54.00'	3.26'	3.26'	S48°28'33"E	3°27'20"	
C49	54.00'	55.79'	53.34'	S17°09'21"E	59°11'03"	
C50	54.00'	40.28'	39.36'	N33°48'20"E	42°44'19"	
C51	54.00'	79.12'	72.23'	S82°51'24"E	83°56'12"	
C52	25.00'	21.31'	20.67'	S65°18'22"E	48°50'07"	
C53	152.01'	11.66'	11.66'	S87°31'31"E	4°23'47"	
C54	152.01'	76.43'	75.63'	N70°55'23"W	28°48'28"	
C55	152.01'	30.07'	30.02'	N50°51'10"W	11°19'59"	
C56	152.01'	67.54'	66.99'	S32°27'27"W	25°27'27"	
C57	152.01'	34.51'	34.43'	N13°13'34"W	13°00'19"	
C58	248.03'	103.97'	103.21'	S18°43'55"E	24°01'01"	
C59	25.00'	39.27'	35.36'	S75°44'26"E	90°00'00"	
C60	25.00'	36.06'	33.01'	S17°56'41"W	82°37'46"	
C61	227.02'	78.93'	78.53'	N13°24'37"W	19°55'09"	
C62	227.02'	14.77'	14.77'	S01°35'13"E	3°43'40"	
C63	173.02'	55.56'	55.33'	S08°55'23"E	18°24'02"	
C64	25.00'	44.78'	39.03'	S89°25'55"E	102°37'02"	
C65	327.03'	36.18'	36.16'	S62°25'44"W	6°20'21"	
C66	327.03'	140.86'	139.77'	N77°56'15"E	24°40'40"	
C67	30.00'	52.51'	46.08'	N40°08'09"E	100°16'53"	
C68	173.02'	49.78'	49.61'	N18°14'48"W	16°29'01"	
C69	473.06'	23.99'	23.99'	N27°56'29"W	2°54'21"	
C70	473.06'	11.11'	11.11'	N30°04'03"W	1°20'46"	
C71	25.00'	39.27'	35.36'	S75°44'26"E	90°00'00"	
C72	25.00'	39.27'	35.36'	N14°15'34"E	90°00'00"	
C73	227.02'	15.73'	15.73'	S28°45'18"E	3°58'16"	
C74	227.02'	51.35'	51.17'	S19°01'39"E	15°29'03"	
C75	227.02'	45.81'	45.73'	S05°30'16"E	11°33'43"	
C76	25.00'	39.27'	35.36'	N44°43'25"W	90°00'00"	
C77	25.00'	39.27'	35.36'	N45°16'35"E	90°00'00"	
C78	173.02'	40.88'	40.79'	N06°29'33"W	1°32'16"	
C79	173.02'	52.78'	52.58'	S27°00'03"E	17°28'45"	
C80	25.00'	39.27'	35.36'	N75°44'26"W	90°00'00"	
C81	25.00'	39.27'	35.36'	N14°15'34"E	90°00'00"	
C82	302.02'	53.86'	53.79'	S25°37'54"E	10°13'03"	
C83	302.02'	72.74'	72.57'	N13°37'24"W	1°34'58"	
C84	183.00'	23.19'	23.14'	S13°30'12"E	1°33'53"	
C85	98.01'	118.79'	111.65'	S55°00'12"E	69°26'26"	

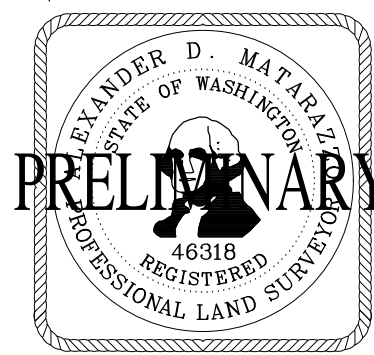
SURVEY / DEED REFERENCES

- (R1) BADGER RIDGE FARMS PARTNERSHIP SURVEY NO. 1147 (VOL. 1, PG. 1147, AFN 87-18653) BY ROGERS, RECORDED 12/03/1987
(R2) BADGER MOUNTAIN IRRIGATION DISTRICT R.O.W. MAP, SURVEY NO. 2164 (VOL. 1, PG. 2164, AFN 96-12391) BY ROGERS, RECORDED 05/21/1996
(R3) PLAT OF BADGER MOUNTAIN PLATEAU (VOL. 15, PG. 196, AFN 2003-005129) BY BAALMAN, RECORDED 02/03/2003
(R4) BILL WILSON SEGREGATION SURVEY NO. 3894 (VOL. 1, PG. 3894, AFN 2008-015497) BY STRATTON, RECORDED 05/29/2008, CORRECTS SURVEY NO. 3884
(R5) PLAT OF HIDDEN HILLS PHASE 1 (VOL. 15, PG. 402, AFN 2011-000948) BY MATARAZZO, RECORDED 01/10/2011
(R6) PLAT OF HIDDEN HILLS PHASE 2 (VOL. 15, PG. 477, AFN 2014-002771) BY BAALMAN, RECORDED 02/04/2014
(R7) PLAT OF HIDDEN HILLS PHASE 3 (VOL. 15, PG. 537, AFN 2016-015895) BY BAALMAN, RECORDED 06/07/2016
(R8) BILL & HOLLY WILSON BOUNDARY LINE ADJUSTMENT SURVEY NO. 5031 (VOL. 1, PG. 5031, AFN 2018-018513) BY BAALMAN, RECORDED 06/26/2018, SUPERSEDES SURVEY NO. 4925
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(R11) PARCEL EXEMPTION SURVEY NO. 5494 (AFN 2021-021122) BY MATARAZZO, RECORDED 05/03/2021
(D1) STATUTORY WARRANTY DEED TO RICHLAND PROPERTIES, LLC (AFN 2019-001594), RECORDED 01/18/2019
(D2) EXEMPT LAND DIVISION AND QUIT CLAIM DEED TO RICHLAND PROPERTIES, LLC (AFN 2021-024644), RECORDED 05/24/2021
(D3) QUIT CLAIM DEED TO SIENA HILLS DEVELOPMENT, LLC (AFN 2021-024645), RECORDED 05/24/2021

VISION-CLEARANCE TRIANGLE NOTE
(VCT) SEE SHEET 4 FOR DETAIL OF VISION-CLEARANCE TRIANGLE ENCROACHMENT.

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS _____ DAY OF _____, 2021 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE
REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

COUNTY AUDITOR

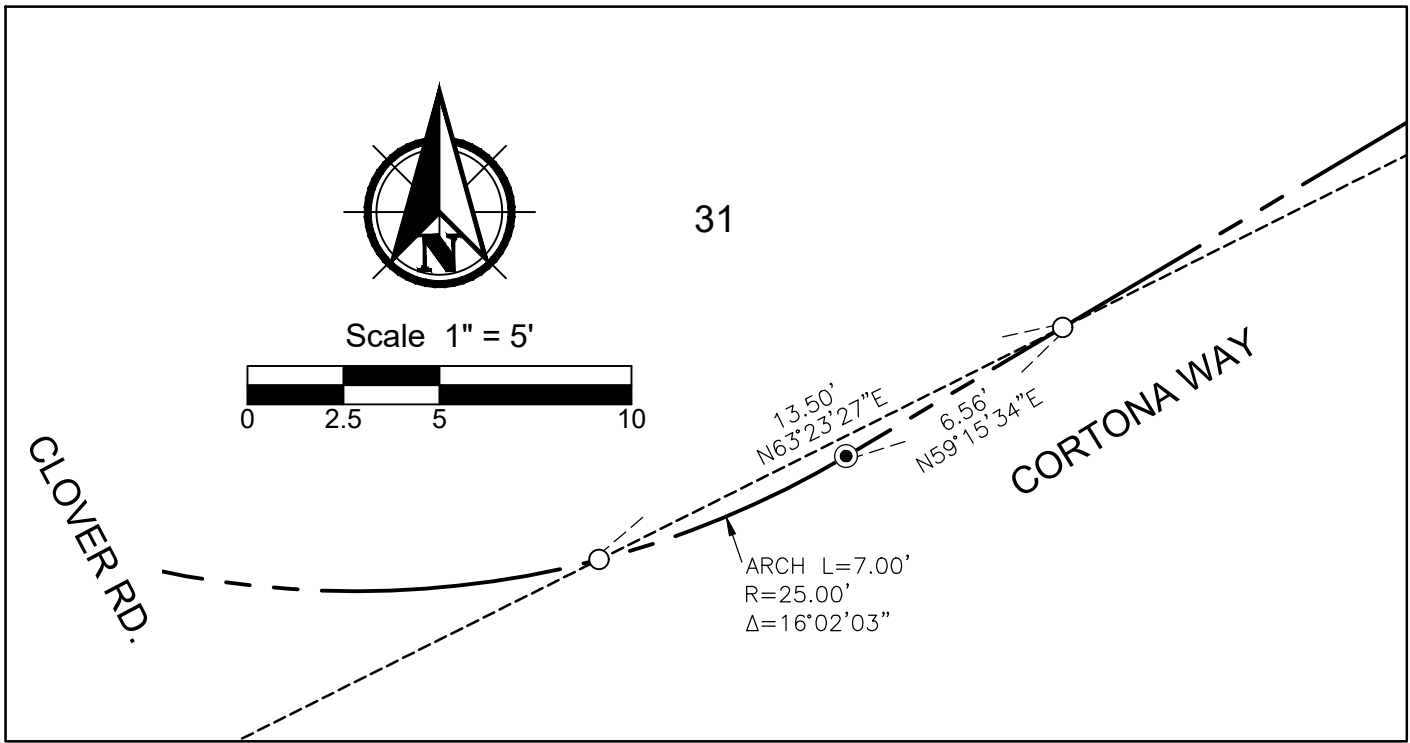


PBS Engineering and Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600
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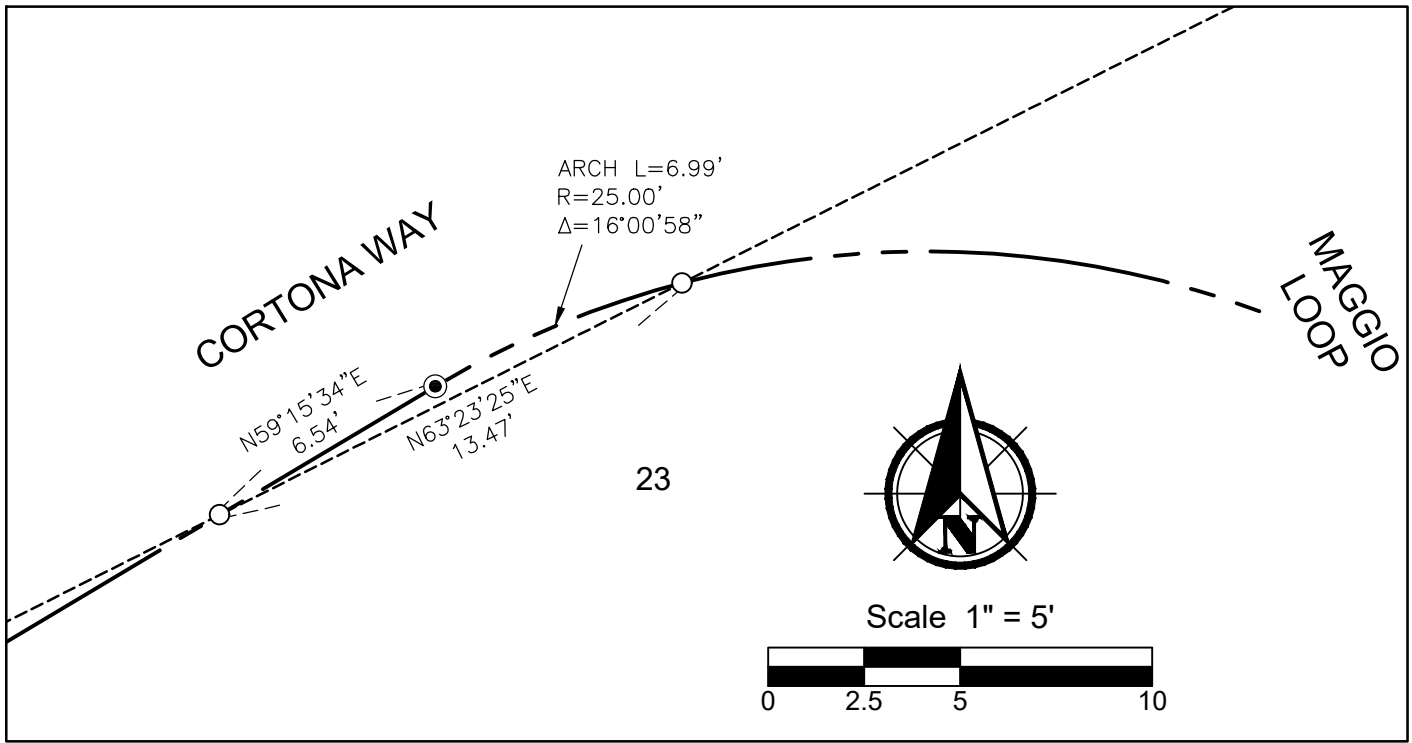
CLIENT: SIENA HILLS DEVELOPMENT, LLC	PROJECT NO.: 66150.000	
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 09/23/2021	
CALC BY: ROP	DRAWN BY: DWW	SCALE: 1" = 50'
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST
CITY: RICHLAND	COUNTY: BENTON	SHEET 3 OF 5

FINAL PLAT OF
SIENA HILLS PHASE 1

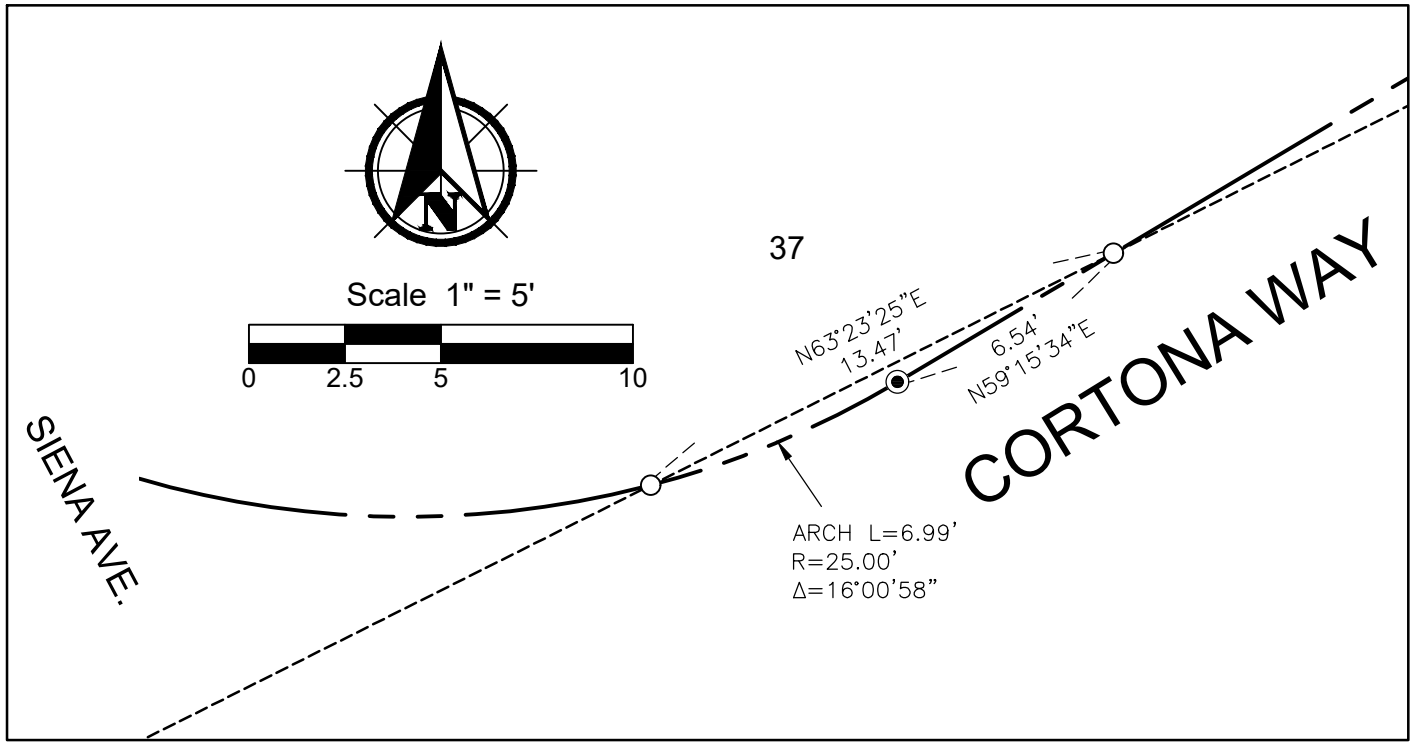
LOCATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



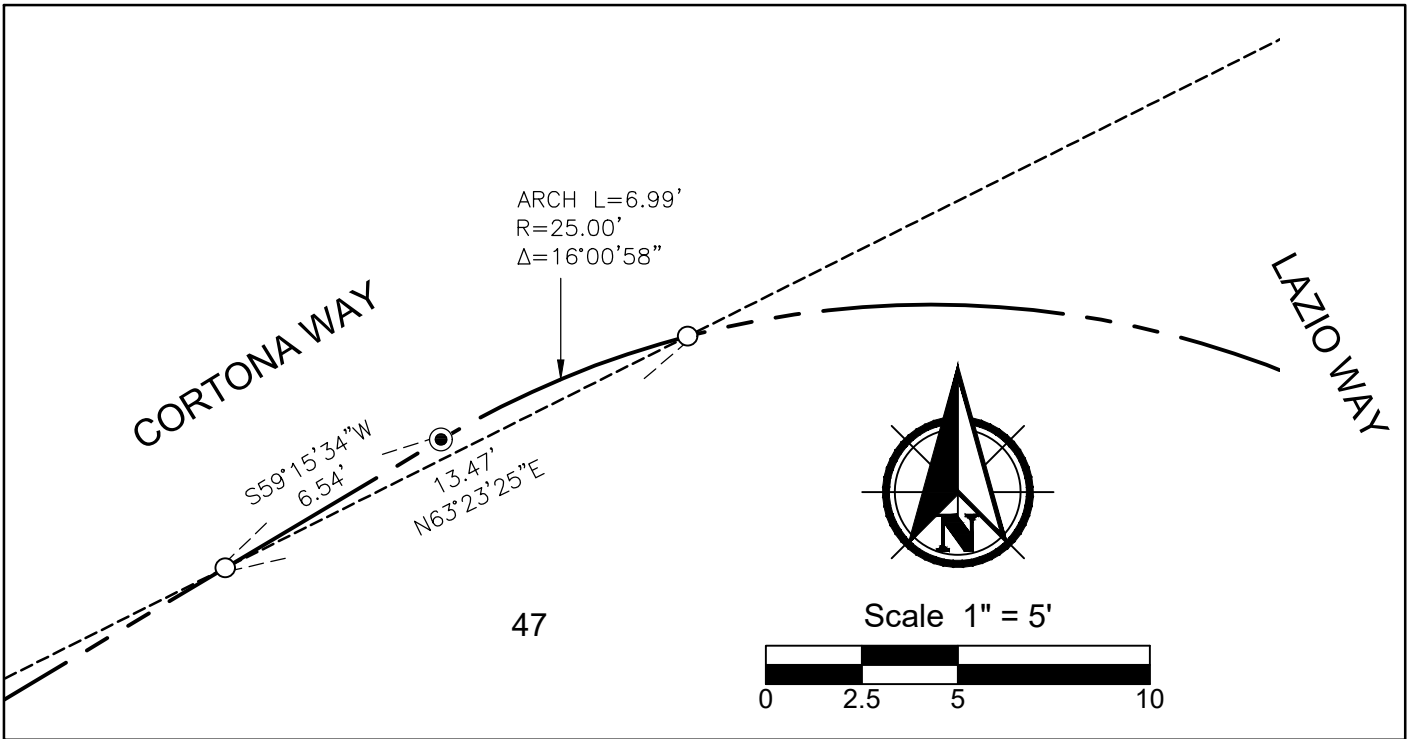
VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL
INTERSECTION CLOVER & CORTONA WAY - LOT 31
SCALE: 1" = 5'



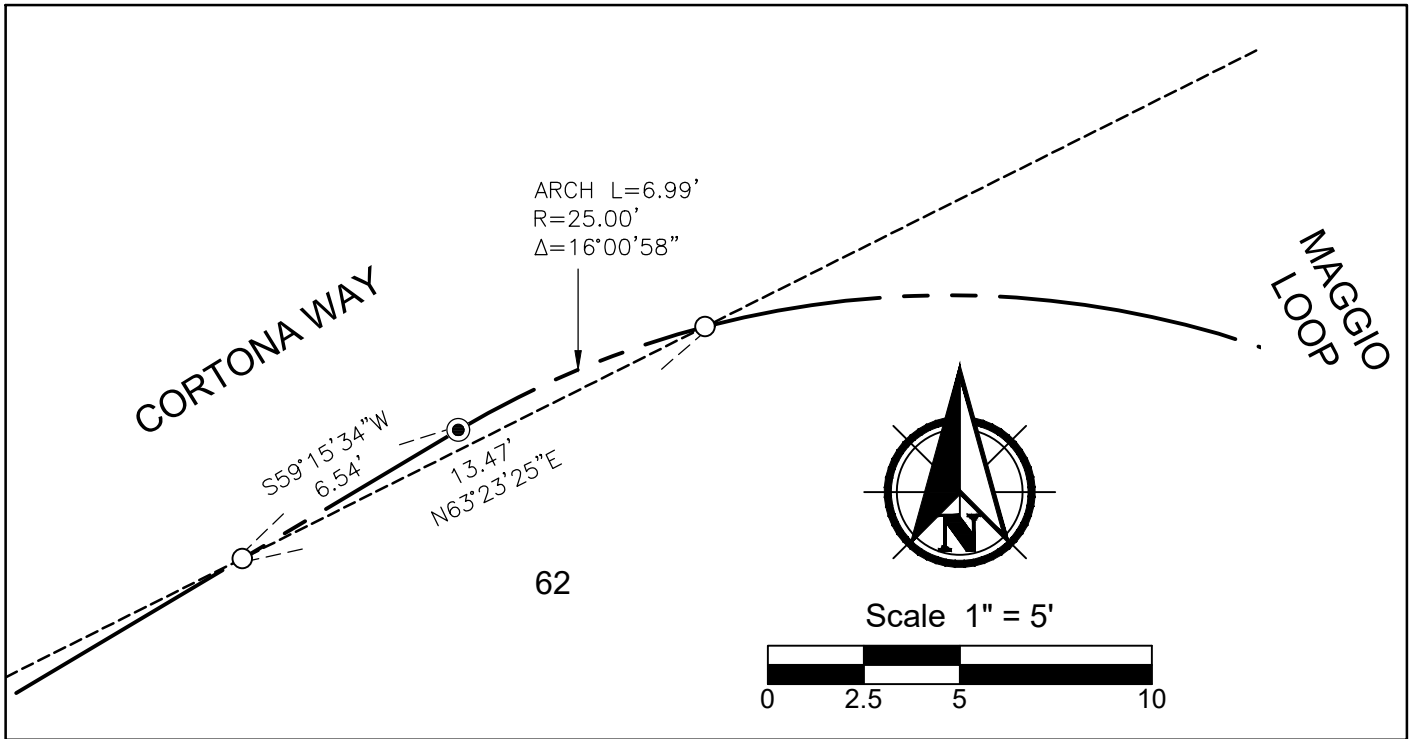
VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL
INTERSECTION MAGGIO LOOP & CORTONA WAY - LOT 23
SCALE: 1" = 5'



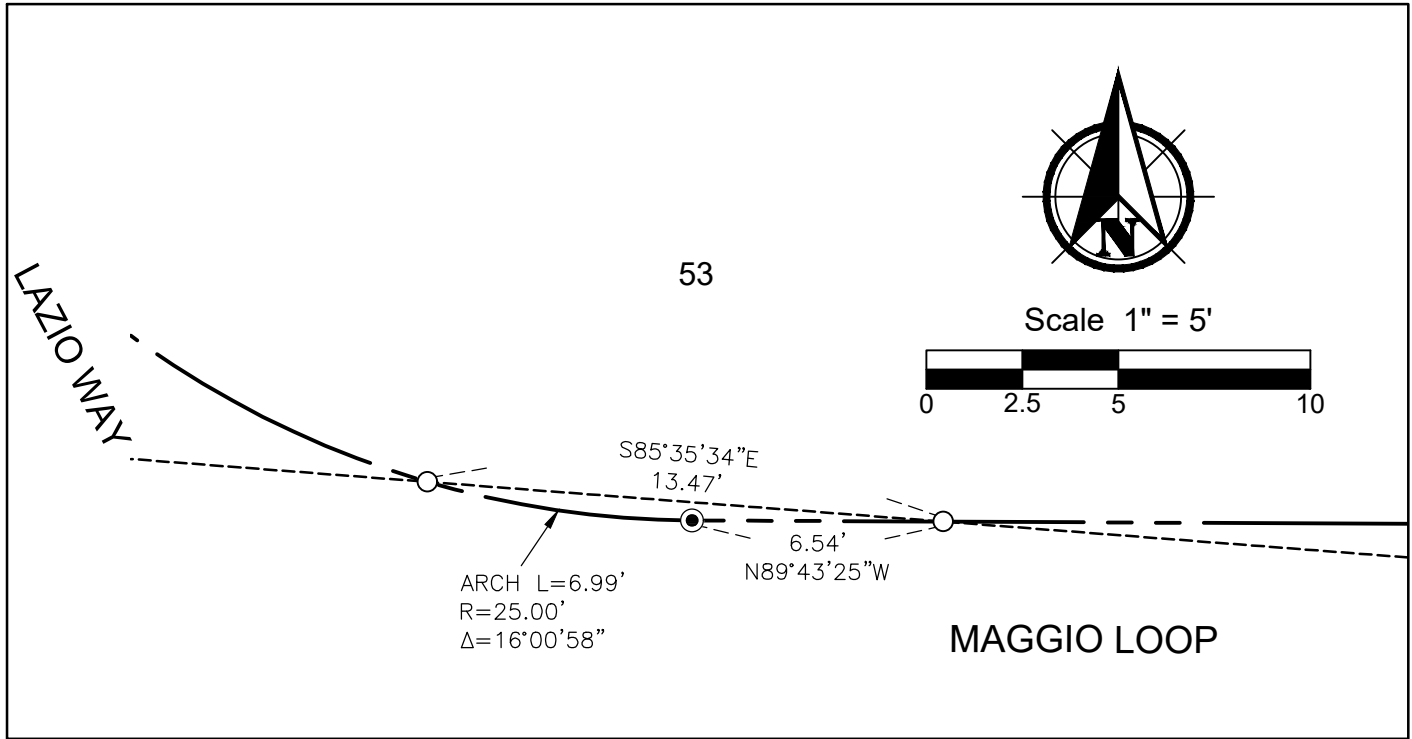
VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL
INTERSECTION SIENA AVE. & CORTONA WAY - LOT 37
SCALE: 1" = 5'



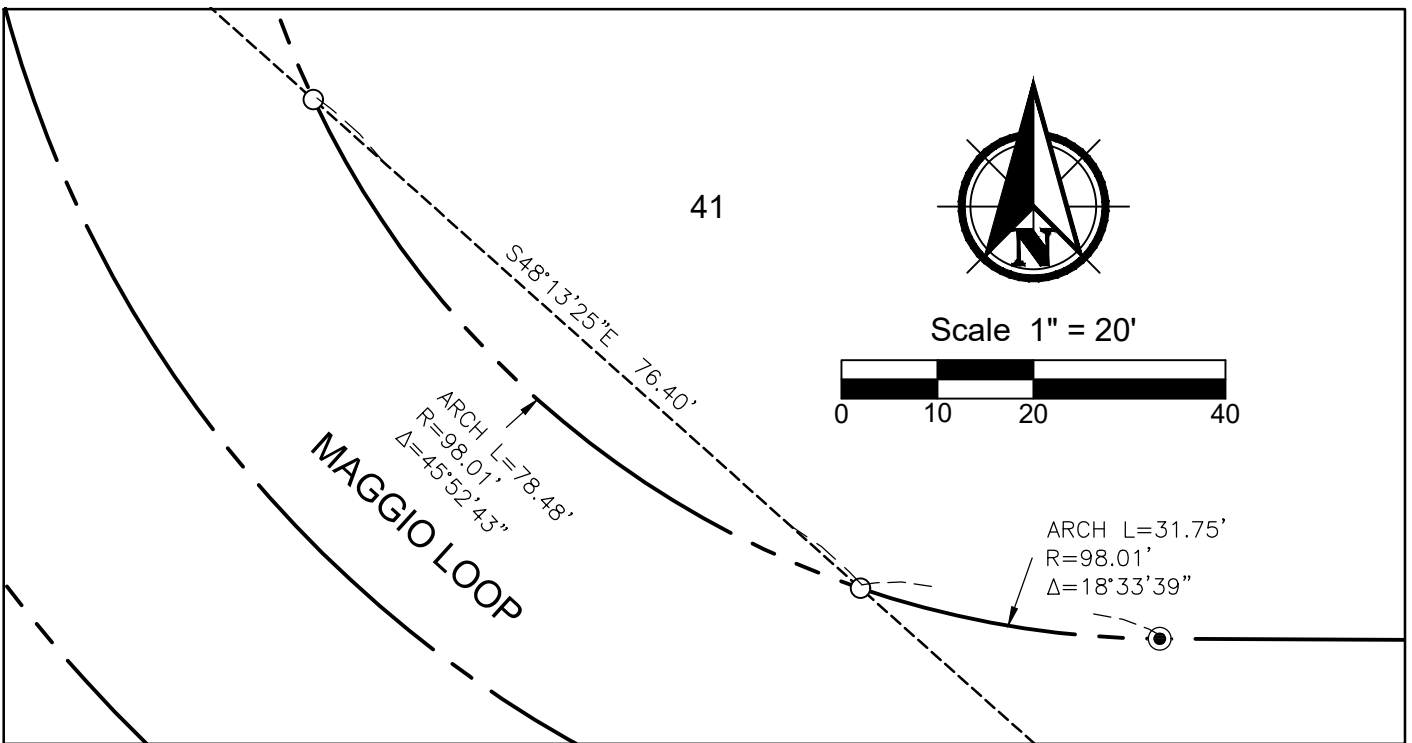
VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL
INTERSECTION LAZIO WAY & CORTONA WAY - LOT 47
SCALE: 1" = 5'



VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL
INTERSECTION MAGGIO LOOP & CORTONA WAY - LOT 62
SCALE: 1" = 5'



VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL
INTERSECTION LAZIO WAY & MAGGIO LOOP - LOT 53
SCALE: 1" = 5'



VISION-CLEARANCE TRIANGLE ENCUMBRANCE DETAIL
INTERSECTION MAGGIO LOOP - LOT 41
SCALE: 1" = 20'

TRACT NOTES

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- TRACT A AND TRACT D ARE FOR OPEN SPACE.

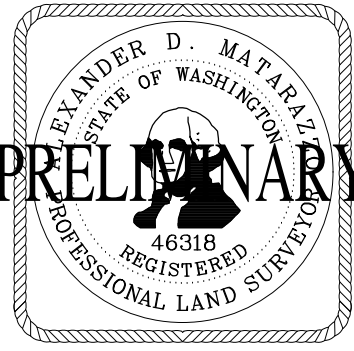
TRACTS B AND C ARE HEREBY DEDICATED TO CITY OF RICHLAND, FOR THE USES STATED BELOW:

- TRACT B AND TRACT C ARE FOR STORM DRAINAGE.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2021 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

COUNTY AUDITOR



09/23/2021

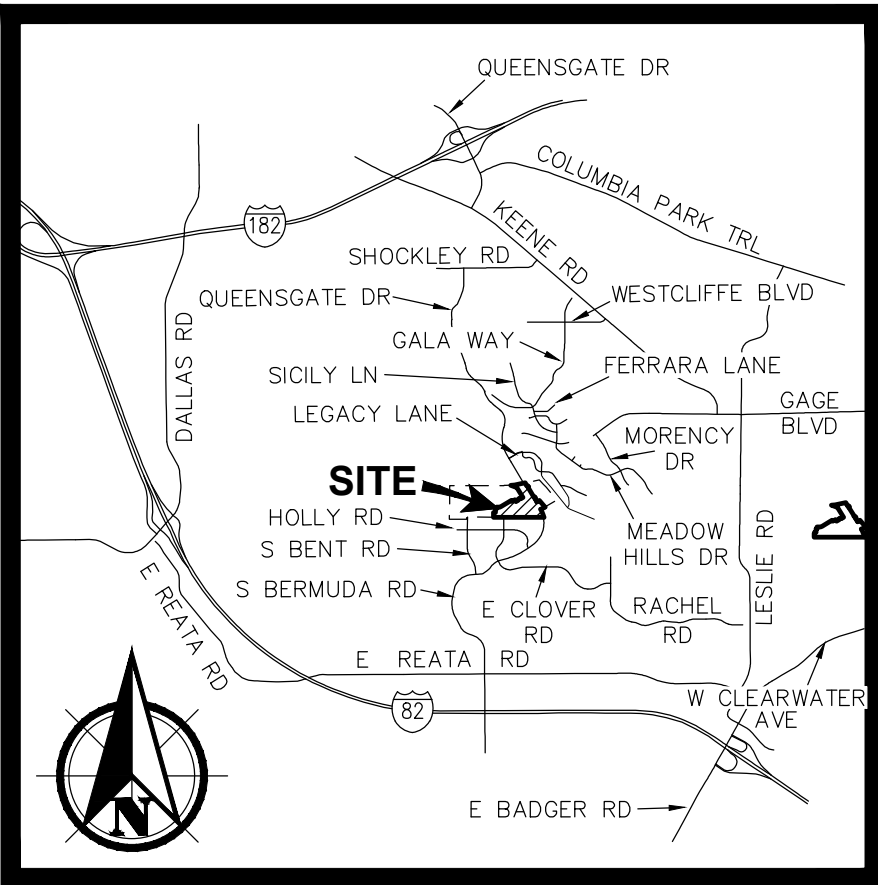
SURVEY / DEED REFERENCES

- (R1) BADGER RIDGE FARMS PARTNERSHIP SURVEY NO. 1147 (VOL. 1, PG. 1147, AFN 87-18653) BY ROGERS, RECORDED 12/03/1987
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(R6) PLAT OF HIDDEN HILLS PHASE 2 (VOL. 15, PG. 477, AFN 2014-002771) BY BAALMAN, RECORDED 02/04/2014
(R7) PLAT OF HIDDEN HILLS PHASE 3 (VOL. 15, PG. 537, AFN 2016-015895) BY BAALMAN, RECORDED 06/07/2016
(R8) BILL & HOLLY WILSON BOUNDARY LINE ADJUSTMENT SURVEY NO. 5031 (VOL. 1, PG. 5031, AFN 2018-018513) BY BAALMAN, RECORDED 06/26/2018, SUPERSEDES SURVEY NO. 4925
(R9) BILL WILSON BOUNDARY SURVEY NO. 1743 (VOL. 1, PG. 1743, AFN 93-33841) BY BAALMAN, RECORDED 11/03/1993, AMENDS SURVEY NO. 1716
(R10) PLAT OF WESTCLIFFE HEIGHTS PHASE 1B (VOL. 15, PG. 638, AFN 2019-012235) BY MATARAZZO, RECORDED 05/14/2019
(R11) PARCEL EXEMPTION SURVEY NO. 5494 (AFN 2021-021122) BY MATARAZZO, RECORDED 05/03/2021
(D1) STATUTORY WARRANTY DEED TO RICHLAND PROPERTIES, LLC (AFN 2019-001554), RECORDED 01/18/2019
(D2) EXEMPT LAND DIVISION AND QUIT CLAIM DEED TO RICHLAND PROPERTIES, LLC (AFN 2021-024644), RECORDED 05/24/2021
(D3) QUIT CLAIM DEED TO SIENA HILLS DEVELOPMENT, LLC (AFN 2021-024645), RECORDED 05/24/2021

 PBS Engineering and Environmental Inc. 400 Bradley Blvd, Ste 106 Richland, WA 99352 509.942.1600 pbsusa.com		CLIENT: SIENA HILLS DEVELOPMENT, LLC		PROJECT NO.: 66150.000
		SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 09/23/2021
CALC BY: ROP	DRAWN BY: DWW	SCALE: N.T.S.		
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST		
CITY: RICHLAND	COUNTY: BENTON	SHEET 4 OF 5		

FINAL PLAT OF
SIENA HILLS PHASE 1

LOCATED IN THE SE 1/4 OF THE NW 1/4, THE SW 1/4 OF THE NE 1/4, THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



VICINITY MAP
NOT TO SCALE

NARRATIVE

THIS PROJECT WAS PERFORMED AT THE REQUEST OF SIENA HILLS DEVELOPMENT, LLC., A WASHINGTON LIMITED LIABILITY COMPANY TO SUBDIVIDE THOSE LANDS KNOWN AS PARCEL 1 OF THE EXEMPT PARCEL SEGREGATION SURVEY, AS RECORDED IN BOOK 1 OF SURVEYS AT PAGE 5494 UNDER AUDITOR'S FILE NUMBER 2021-021122, RECORDS OF BENTON COUNTY, WASHINGTON

THIS PROJECT IS BOUND ON THE EAST BY PARCEL 3 OF SAID EXEMPT PARCEL SEGREGATION SURVEY & TAX PARCEL 1-3498-400-0002-002, ON THE NORTH BY PARCEL 2 OF SURVEY 5031, RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5031, UNDER AUDITOR'S FILE NUMBER 2018-018513 & PARCEL 2 OF SAID EXEMPT PARCEL SEGREGATION SURVEY, ON THE WEST BY PARCEL 4 OF SAID EXEMPT PARCEL SEGREGATION SURVEY, ON THE SOUTH BY THE PLAT OF BADGER MOUNTAIN PLATEAU RECORDED IN VOLUME 15 OF PLATS AT PAGE 196, UNDER AUDITOR'S FILE NUMBER 2003-005129, THE PLAT OF HIDDEN HILLS PHASE 1 RECORDED IN VOLUME 15 OF PLATS AT PAGE 402, UNDER AUDITOR'S FILE NUMBER 2011-000948, THE PLAT OF HIDDEN HILLS PHASE 2 RECORDED IN VOLUME 15 OF PLATS AT PAGE 477, UNDER AUDITOR'S FILE NUMBER 2014-002771 & THE PLAT OF HIDDEN HILLS PHASE 3 RECORDED IN VOLUME 15 OF PLATS AT PAGE 537, UNDER AUDITOR'S FILE NUMBER 2016-015895. ALL RECORDS LISTED ARE OF BENTON COUNTY, WASHINGTON.

THIS SURVEY WAS PERFORMED AS A REAL TIME KINEMATIC SURVEY USING A TRIMBLE R8 GNSS GPS RECEIVER HAVING AN ACCURACY OF 1CM+2PPM TIMES MEASURED LENGTH WITH TIES TO CITY OF RICHLAND PROVIDED CONTROL POINTS BASED ON NAD83. THE MONUMENTS SHOWN HEREIN WERE VISITED AND TIED DURING OUR SURVEYS IN FEBRUARY 2019 THRU APRIL 2021.

SUBDIVISION GUARANTEE REFERENCE

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN CHICAGO TITLE COMPANY GUARANTEE CERTIFICATE No. 62242101366 (REVISION 1), DATED: AUGUST 9, 2021 AT 8:00 AM, IN PREPARING THIS PLAT, PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS PBS ENGINEERING AND ENVIRONMENTAL, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE PLAT AND DISCLOSED BY THE REFERENCED CHICAGO TITLE COMPANY GUARANTEE CERTIFICATE. PBS ENGINEERING AND ENVIRONMENTAL, INC. HAS RELIED WHOLLY ON CHICAGO TITLE COMPANY'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS MAP AND THEREFORE PBS ENGINEERING AND ENVIRONMENTAL, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

LEGAL DESCRIPTION

PARCEL 1
(PER QUIT CLAIM DEED FILED UNDER AUDITOR'S FILE NUMBER 2021-024645 AS SHOWN ON RECORD OF SURVEY 5494 RECORDED IN BOOK 1 OF SURVEY'S AT PAGE 5494 UNDER AUDITOR'S FILE NUMBER 2021-021122 RECORDS OF BENTON COUNTY, WASHINGTON)

A PORTION OF THOSE LAND DESCRIBED IN DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2019-001554 AND SHOWN AS NEW PARCEL 1 ON SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5031 UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-018513, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 09 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34, MARKED BY A 1/2 INCH REBAR, BEING NORTH 00°45'21" EAST A DISTANCE OF 2696.12 FEET FROM THE SOUTHWEST CORNER THEREOF, MARKED BY A STONE, WITH "X", THENCE SOUTH 00°45'21" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34 A DISTANCE 30.02 FEET TO THE NORTHWEST CORNER OF SAID NEW PARCEL 1, BEING COMMON WITH THE SOUTHWEST CORNER OF NEW PARCEL 2 OF SAID SURVEY FOR BOUNDARY LINE ADJUSTMENT RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 5031 UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 2018-018513; THENCE ALONG THE COMMON BOUNDARY OF SAID NEW PARCELS 1 & 2 THE FOLLOWING COURSES:
THENCE SOUTH 89°51'29" EAST A DISTANCE OF 1,985.14 FEET; THENCE NORTH 00°30'58" EAST A DISTANCE OF 8.00 FEET; THENCE SOUTH 89°32'25" EAST A DISTANCE OF 60.90 FEET; THENCE NORTH 88°15'08" EAST A DISTANCE OF 181.90 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID COMMON BOUNDARY THE FOLLOWING COURSES:
THENCE NORTH 88°15'08" EAST A DISTANCE OF 136.46 FEET; THENCE NORTH 77°55'39" EAST A DISTANCE OF 393.74 FEET;
THENCE SOUTH 31°58'33" EAST LEAVING SAID COMMON BOUNDARY A DISTANCE OF 115.42 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 37.66 FEET, WITH A DELTA ANGLE OF 86°17'52", A CHORD BEARING OF SOUTH 75°07'29" EAST, AND A CHORD LENGTH OF 34.20 FEET; THENCE SOUTH 36°32'48" EAST A DISTANCE OF 54.76 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 25°39'49" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 42.03 FEET, WITH A DELTA ANGLE OF 96°18'44", A CHORD BEARING OF SOUTH 16°10'49" WEST, AND A CHORD LENGTH OF 37.25 FEET; THENCE SOUTH 31°58'33" EAST A DISTANCE OF 363.81 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 38.88 FEET, WITH A DELTA ANGLE OF 89°05'32", A CHORD BEARING OF SOUTH 76°31'20" EAST, AND A CHORD LENGTH OF 35.08 FEET; THENCE SOUTH 33°24'48" EAST A DISTANCE OF 54.08 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 29°46'29" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 40.23 FEET, WITH A DELTA ANGLE OF 92°12'05", A CHORD BEARING OF SOUTH 14°07'29" WEST, AND A CHORD LENGTH OF 36.03 FEET; THENCE SOUTH 31°58'33" EAST A DISTANCE OF 37.29 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 630.07 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 87.83 FEET, WITH A DELTA ANGLE OF 07°59'14", A CHORD BEARING OF SOUTH 27°58'56" EAST, AND A CHORD LENGTH OF 87.76 FEET; THENCE NORTH 57°27'31" EAST A DISTANCE OF 102.48 FEET; THENCE SOUTH 41°23'22" EAST A DISTANCE OF 319.51 FEET TO THE BOUNDARY OF SAID NEW PARCEL 1; THENCE ALONG THE BOUNDARY OF SAID NEW PARCEL 1 THE FOLLOWING COURSES:
THENCE SOUTH 59°22'36" WEST A DISTANCE OF 178.69 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 982.83 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 59°24'57" WEST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 313.67 FEET, WITH A DELTA ANGLE OF 18°17'10", A CHORD BEARING OF SOUTH 21°26'28" EAST, AND A CHORD LENGTH OF 312.34 FEET TO THE SOUTHERLY BOUNDARY OF SAID NEW PARCEL 1, BEING COMMON WITH THE NORTHERLY BOUNDARIES OF THE PLATS OF HIDDEN HILLS PHASE 3, PHASE 2, AND PHASE 1 AND OF BADGER MOUNTAIN PLATEAU RECORDED IN VOLUME 15 OF PLATS AT PAGES 537, 477, 402 & 196, RESPECTIVELY, UNDER BENTON COUNTY AUDITOR'S FILE NUMBERS 2016-015895, 2014-002771, 2011-000948 & 2003-005129, RESPECTIVELY; THENCE ALONG SAID COMMON BOUNDARY THE FOLLOWING COURSES:
THENCE NORTH 89°43'25" WEST A DISTANCE OF 1,436.08 FEET; THENCE NORTH 89°46'24" WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 89°43'16" WEST A DISTANCE OF 343.60 FEET; THENCE NORTH 00°16'35" EAST LEAVING SAID COMMON BOUNDARY A DISTANCE OF 120.06 FEET; THENCE NORTH 06°03'15" EAST A DISTANCE OF 54.28 FEET; THENCE SOUTH 89°43'25" EAST A DISTANCE OF 59.57 FEET; THENCE NORTH 00°16'35" EAST A DISTANCE OF 125.01 FEET; THENCE SOUTH 89°43'25" EAST A DISTANCE OF 35.20 FEET; THENCE NORTH 00°08'31" EAST A DISTANCE OF 74.43 FEET; THENCE SOUTH 89°51'29" EAST A DISTANCE OF 136.02 FEET; THENCE NORTH 64°11'20" EAST A DISTANCE OF 54.21 FEET; THENCE NORTH 59°15'34" EAST A DISTANCE OF 425.83 FEET; THENCE SOUTH 30°44'26" EAST A DISTANCE OF 45.00 FEET; THENCE NORTH 59°15'34" EAST A DISTANCE OF 120.01 FEET; THENCE SOUTH 30°44'26" EAST A DISTANCE OF 75.01 FEET; THENCE NORTH 59°15'34" EAST A DISTANCE OF 95.01 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 39.27 FEET, WITH A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 14°15'34" EAST, AND A CHORD LENGTH OF 35.36 FEET; THENCE NORTH 59°15'34" EAST A DISTANCE OF 54.01 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 59°15'34" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 39.27 FEET, WITH A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 75°44'26" EAST, AND A CHORD LENGTH OF 35.36 FEET; THENCE NORTH 59°15'34" EAST A DISTANCE OF 95.01 FEET; THENCE NORTH 30°44'26" WEST A DISTANCE OF 418.71 FEET; THENCE NORTH 69°49'19" WEST A DISTANCE OF 235.21 FEET TO THE TRUE POINT OF BEGINNING.

HAVING AN AREA OF 1,244,565 SQUARE FEET, 28.57 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

CITY REQUIRED NOTES

- DEVELOPMENT OF LOTS WITHIN THIS PLAT SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT FOR SIENA HILLS PREPARED BY PBS ENGINEERING (PROJECT NUMBER 66150.000, DATED JUNE 10, 2019)
- HOMEOWNERS MAY MAINTAIN LANDSCAPING WITHIN STORM DRAINAGE PONDS FOR AESTHETIC PURPOSES IF THEY DESIRE. THE CITY STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING, OR OTHER AESTHETIC IMPROVEMENTS
- BERMUDA ROAD IS CLASSIFIED AS A COLLECTOR STREET. DIRECT DRIVEWAY ACCESS FROM SINGLE FAMILY LOTS ONTO BERMUDA ROAD IS NOT PERMITTED.
- ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS TO MAINTAIN.
- ADDRESSES SHOWN IN [] "BRACKETS" ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND, ZIP CODE: 99352.
- THE PLAT OF SIENA HILLS, PHASE 1, LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAN (RMC 12.03). AS SUCH, EACH DWELLING UNIT WITHIN THIS PLAT SHALL BE SUBJECT TO THE FEES ADMINISTERED BY THE FINANCE PLAN.

SURVEY / DEED REFERENCES

- (R1) BADGER RIDGE FARMS PARTNERSHIP SURVEY NO. 1147 (VOL. 1, PG. 1147, AFN 87-18653) BY ROGERS, RECORDED 12/03/1987
(R2) BADGER MOUNTAIN IRRIGATION DISTRICT R.O.W. MAP, SURVEY NO. 2164 (VOL. 1, PG. 2164, AFN 96-12391) BY ROGERS, RECORDED 05/21/1996
(R3) PLAT OF BADGER MOUNTAIN PLATEAU (VOL. 15, PG. 196, AFN 2003-005129) BY BAALMAN, RECORDED 02/03/2003
(R4) BILL WILSON SEGREGATION SURVEY NO. 3894 (VOL. 1, PG. 3894, AFN 2008-015497) BY STRATTON, RECORDED 05/29/2008, CORRECTS SURVEY NO. 3884
(R5) PLAT OF HIDDEN HILLS PHASE 1 (VOL. 15, PG. 402, AFN 2011-000948) BY MATARAZZO, RECORDED 01/10/2011
(R6) PLAT OF HIDDEN HILLS PHASE 2 (VOL. 15, PG. 477, AFN 2014-002771) BY BAALMAN, RECORDED 02/04/2014
(R7) PLAT OF HIDDEN HILLS PHASE 3 (VOL. 15, PG. 537, AFN 2016-015895) BY BAALMAN, RECORDED 06/07/2016
(R8) BILL & HOLLY WILSON BOUNDARY LINE ADJUSTMENT SURVEY NO. 5031 (VOL. 1, PG. 5031, AFN 2018-018513) BY BAALMAN, RECORDED 06/26/2018, SUPERSEDES SURVEY NO. 4925
(R9) BILL WILSON BOUNDARY SURVEY NO. 1743 (VOL. 1, PG. 1743, AFN 93-33841) BY BAALMAN, RECORDED 11/03/1993, AMENDS SURVEY NO. 1716
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(D3) QUIT CLAIM DEED TO SIENA HILLS DEVELOPMENT, LLC (AFN 2021-024645), RECORDED 05/24/2021)

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2021 AT _____ M. IN VOLUME _____ OF PLATS AT PAGE _____ AT THE REQUEST OF PBS ENGINEERING & ENVIRONMENTAL INC.

COUNTY AUDITOR

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2021 A.D. TAX PARCEL No.'S 1-3498-300-0001-005 & 1-3498-300-0001-006

BENTON COUNTY TREASURER

DATE

BENTON COUNTY ASSESSOR

DATE

APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, COUNTY OF BENTON, STATE OF WASHINGTON.

CITY MANAGER

DATE

CITY CLERK

DATE

CITY ENGINEER

DATE

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE BADGER MOUNTAIN IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

FOR BADGER MOUNTAIN IRRIGATION DISTRICT

TITLE

DATE

DEDICATION

WE, SIENA HILLS DEVELOPMENT, LLC., A WASHINGTON LIMITED LIABILITY COMPANY HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON; AND WE, HOMESTREET BANK, HEREBY CERTIFY THAT I HAVE AN INTEREST IN THE TRACT OF LAND DESCRIBED HEREON; HAVE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED SAID LAND TO BE SURVEYED AND THE LOTS CREATED AS SHOWN AND THAT THE STREET RIGHT-OF-WAY AND THE UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

FOR SIENA HILLS DEVELOPMENT LLC.

TITLE

DATE

FOR HOMESTREET BANK

TITLE

DATE

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____, HAS SIGNED THIS PLAT ON BEHALF OF SIENA HILLS DEVELOPMENT LLC., ON OATH STATED THAT _____ IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC

DATE

MY APPOINTMENT EXPIRES _____

RESIDING _____

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____, HAS SIGNED THIS PLAT ON BEHALF OF HOMESTREET BANK, ON OATH STATED THAT _____ IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC

DATE

MY APPOINTMENT EXPIRES _____

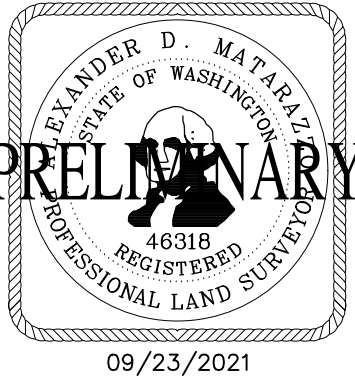
RESIDING _____

TRACT NOTES

TRACTS A AND D ARE RETAINED BY THE OWNER OF RECORD FOR THE USES STATED BELOW. MAINTENANCE OF LANDSCAPING AND SURFACE IMPROVEMENTS IN SAID TRACTS ARE THE FULL RESPONSIBILITY OF THE OWNER OF RECORD:
• TRACT A AND TRACT D ARE FOR OPEN SPACE.

TRACTS B AND C ARE HEREBY DEDICATED TO CITY OF RICHLAND, FOR THE USES STATED BELOW:

- TRACT B AND TRACT C ARE FOR STORM DRAINAGE.



 PBS Engineering and Environmental Inc. 400 Bradley Blvd, Ste 106 Richland, WA 99352 509.942.1600 pbsusa.com		CLIENT: SIENA HILLS DEVELOPMENT, LLC	PROJECT NO.: 66150.000
		SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 09/23/2021
CALC BY: ROP	DRAWN BY: DWW	SCALE: N.T.S.	
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET <u>5</u> OF <u>5</u>	

**CITY OF RICHLAND
PUBLIC WORKS ENGINEERING
DEVELOPMENT COMMENTS (REVISED COMMENTS)**

DATE: January 31, 2020

TO: SHANE O'NEILL, SENIOR PLANNER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
PETE ROGALSKY, PUBLIC WORKS DIRECTOR
JOHN DESKINS, TRAFFIC ENGINEER

PROJECT NAME: SIENNA HILLS (S2019-101)

PROJECT LOCATION: NORTH OF THE PLAT OF BADGER MOUNTAIN PLATEAU, WEST OF
WESTCLIFFE HEIGHTS

The Public Works Engineering Division has reviewed the preliminary plat received in this office on October 30, 2019 for the above referenced property and has the following conditions.

General Conditions:

1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in full size (and electronic) format. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
2. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.

5. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
6. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
7. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"=40'.
8. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
9. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
10. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.
11. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

12. Public improvement design shall follow the following general format:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Water lines shall be aligned on the south and east side of street centerlines.
 - C. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - D. Storm sewer shall be aligned on the south and east side of street centerlines.
 - E. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - F. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - G. Watermains larger than 8-inches in diameter shall be ductile iron.
 - H. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - I. All watermains outside areas zoned R1 shall be ductile iron.
 - J. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - K. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC or C900 PVC. The entire main from manhole to manhole shall be the same material.

- L. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - O. The minimum centerline radius for local streets shall be 100-feet.
 - P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - R. A detailed grading plan shall be included in the submitted plan set.
 - S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - V. All cul-de-sacs shall have a minimum radius of 48-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - Y. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - Z. Construction plans shall reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public.
 - AA. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
13. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
14. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary

SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

15. **SURVEY MONUMENT DESTRUCTION:**

All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

- 16. The Sienna Hills preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive "credits" for construction of Gage Blvd. and Bermuda Road as allowed under the City's South Richland Collector Street Financing Plan.
- 17. Bermuda Road shall be constructed full-width within the boundaries of the pre-plat in accordance with City standard detail ST-11 (Arterial Collector) at the same time that phase 1 is constructed. The Bermuda improvements shall include curb, gutter and sidewalk on both sides. A ten-foot public utility easement shall be provided adjacent to its right-of-way on the face of the final plat. The portion of Bermuda that is to the north and is outside of the boundaries of the preliminary-plat shall be constructed as a rural road section, in accordance with City standard detail ST-15.
- 18. Gage Blvd. shall be constructed full-width in accordance with City standard detail ST-10 (Minor Arterial) at the same time that phase 5 is constructed, or concurrent with any phase that will result in a total number of single family lots greater than 250. The Gage improvements shall include curb, gutter and sidewalk on both sides. A ten-foot public utility easement shall be provided adjacent to its right-of-way on the face of the final plat.
- 19. Due to the hilly nature of the preliminary plat and the surrounding properties, Gage Blvd. outside of the preliminary-plat shall be conceptually designed to the north up to its intersection with Queensgate. Gage shall also be conceptually designed 500-feet southwest of the Sienna Hills pre-

plat boundary. This conceptual design shall include both plan and profile design, including approximate boundaries of cut and fill areas using readily available topographic information.

20. The proposed street layout will create higher traffic volumes on C, B and F Street, Bent Road and on Clover Road. In an effort to curtail speeds through the development, the following intersections will require traffic calming treatments (such as traffic circles)
- a. C Street & Clover Road
 - b. C Street & Bent Road
 - c. B Street & F Street

The specific calming treatments will be determined by the Public Works Director in consultation with the designing engineer. Adequate right-of-way shall be designed for at these locations and provided on the final plats. Landscaping designs can be proposed for the interior of these traffic circles, but all landscaping shall be maintained by the developer or the future HOA.

21. The maximum centerline grade for the proposed Gage Blvd. and Bermuda Road shall be no more than 8%.
22. A note will be shown on the face of the future final plats stating that Gage Blvd. and Bermuda Road are both classified as "Collector streets". Subsequently, no driveways accessing single family lots will be allowed directly onto them.
23. The Badger Mountain Subarea Plan indicates a pedestrian trail is required through this preliminary plat. A widened 8-foot wide sidewalk shall be constructed at the following locations:
- The west side of Gage Blvd. to the plat boundary
 - The west side of Bermuda Road to the plat boundary
 - The south side of "C" Street from Bermuda Road to Bent Road, then the south side of "D" Street from Bent Road to "Storm Drain Tract 3", then across Storm Drain Tract 3 to Gage Blvd.

These sections of sidewalk shall be constructed by the developer concurrent with the phase that constructs the corresponding section of roadway.

24. There appear to be multiple access easements crossing the proposed preliminary plat which will be displaced by single family lots. The developer of the preliminary plat shall reconcile all access issues with all parties named in the easements prior to issuance of a right-of-way construction permit.
25. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).
26. Pedestrian ramps shall be designed to current City standard details and A.D.A. guidelines. Adequate Right-of-Way shall be provided at corners to allow for at least 1-foot of ROW behind the ped. ramp landing. Crosswalks between pedestrian ramps shall be designed to City guidelines and A.D.A. guidelines. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profile shall be designed to accommodate this.
27. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be

designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

28. The proposed intersections onto Bermuda and Gage are acceptable for this project, but any proposed changes to them will be subject to approval by the Public Works Director.
29. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

30. The proposed preliminary plat is located within the Tapteal 4 water pressure zone. The closest Tapteal 4 water main is located in Bermuda Road to the north. It shall be the responsibility of the developer to extend a water main to this property to serve domestic water at the time of plat construction. This water main shall be sized as 12-inch diameter in accordance with the City's Water System Plan.
31. In accordance with the City's Water System Plan, a portion of the "Tapteal 4 Zone Connection" water main is designed to run through this plat. The future water mains in C street, D street from Bent Road to A Street, A Street and Gage Boulevard shall be 12-inch in diameter. The 12-inch water main in Gage Boulevard shall be installed in the full length of the street. This water main shall be extended to the property to the west of the proposed preliminary plat.
32. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
33. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
34. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

35. There are two sanitary sewer mains available to serve this development. Both options require the construction of off-site infrastructure and a sewer pump station. Those two choices are as follows:
 - Design this subdivision to flow by gravity to a planned sewer pump station located to the west within the Badger Mountain South master planned development. The plan for this sewer pump station is included in the City's General Sewer Plan. Since this planned sewer pump station does not yet exist the developer of this project must construct it along with the necessary off-site piping and have it accepted by the City for service prior to completion of the first phase.
 - Design a sewer pump station located within this development that discharges to an existing sewer pipe in Queensgate Drive to the north. Based on a 2017 and 2020 study of that pipe and this property's sewer service needs this sewer pump station and its piping shall be designed for a peak flow corresponding to 423 single family residences, 1 clubhouse and 120 units (multi-family), plus the capacity required for the commercially zoned property identified within this preliminary plat. This design criteria includes the undeveloped properties upslope of it. This option shall include a design feature allowing for the future bypass of this sewer pump station with a gravity pipeline to the southwest toward the Badger Mountain South master planned development. The feature shall include a planned pipeline route and adequate easements to enable implementation.

In accordance with municipal code the developer will be eligible for a latecomer agreement in either scenario. This agreement will help to recover a portion of the costs from future users of the sewer pump station and any necessary oversized pipelines.

36. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure shall be provided as approved by the Public Works Director.
37. In accordance with municipal code, sanitary sewer shall be extended to the appropriate adjoining properties adjacent to the preliminary plat.

Ground Water:

38. A master grading plan completed by a licensed engineer shall be submitted along with the first submission of construction plans. The grading plan and accompanying geotech report shall make provisions for the existing neighboring land owners and address any impacts that the proposed grading and/or groundwater impacts will have on them. It shall also include a means for managing groundwater or subsurface springs if any are encountered during grading or construction.

Storm Water:

39. This project requires coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
40. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.
41. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
42. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.

43. If any existing storm drainage or ground water seepage drains onto the proposed project, said drainage shall be considered an existing condition and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
44. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
45. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
46. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 48 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 48 hours.
47. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity. The storm drainage system for this development, both its conveyance and retention / infiltration components, shall be designed to effectively manage runoff from upstream properties that can be anticipated to convey stormwater onto this property because of a pre-development runoff condition, or as a result of flows discharged that are in excess of the design storm from the upstream property. Additionally, as this property is upslope of developed properties the stormwater system shall include provisions for possible discharge of runoff onto downslope properties from storms in excess of the design storm as described above. Those provisions may be required to include off-site downslope conveyance facilities and/or flowage easements allowing for the conveyance of stormwater to and across downslope properties.
48. The amount of post-development storm runoff from the proposed site shall not exceed the amount of pre-development runoff.
49. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
50. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
51. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
52. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures,

pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements:

53. When the construction is substantially complete a paper set of “record drawings” shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document “RECORD DRAWING REQUIREMENTS & PROCEDURES” for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.
54. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site (“third party”) easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
55. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
56. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
57. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
58. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association.
59. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.
60. A one-foot “No access / screening easement” will be required along the Bermuda Road and Gage Blvd. Rights-of-Way where single family lots are adjacent. No single family driveways will be allowed directly onto either of those streets.
61. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
62. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
63. Any restricted parking areas shall be indicated on the final plats.

Before Hearing Examiner
Gary N. McLean

**BEFORE THE HEARING EXAMINER
FOR THE CITY OF RICHLAND**

Regarding the:)
) **File No. S2019-101**
Sienna Hills Preliminary Plat Application,)
to subdivide a 98+ acre site into 285 lots,)
with associated infrastructure improvements) **FINDINGS OF FACT,**
including an extension of Queensgate Drive) **CONCLUSIONS AND**
from the north, new internal streets and) **RECOMMENDATION**
tracts for open space, infrastructure,)
stormwater management, and future)
development, submitted by the property)
owner,)
)
SIENNA HILLS DEVELOPMENT, LLC ON)
BEHALF OF RICHLAND PROPERTIES, LLC)
(GREG JOHNSON),)
)
Applicant)
_____)

I. SUMMARY OF RECOMMENDATION.

The applicant, Sienna Hills Development, LLC, acting on behalf of the property owner Richland Properties, LLC (Greg Johnson), can meet its burden of proof to demonstrate that its application to approve the Preliminary Plat of Sienna Hills merits approval, subject to conditions. This preliminary plat was reviewed in connection with a rezone application for the same area, assigned File No. Z2019-106. Accordingly, approval of this preliminary plat can only occur if the City Council first approves the connected Sienna Hills Rezone application for the affected property. As explained below, and in the separate Recommendation regarding the rezone, both the rezone and this preliminary plat applications should be approved because they are each in conformance with the Badger Mountain Subarea Plan and relevant City development regulations.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: SIENNA HILLS
PRELIMINARY PLAT APPLICATION –
FILE NO. S2019-101**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

The hearing examiner shall not recommend approval of any preliminary plat application, unless the approval is accompanied by written findings that:

A. The preliminary plat conforms to the requirements of this title;

B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;

C. The public use and interest will be served by the platting of such subdivision and dedication; and

D. The application is consistent with the requirements of RMC 19.60.095 (addresses transportation concurrency considerations).

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

No development application for a Type II or Type III permit shall be approved by the city of Richland unless the decision to approve the permit application is supported by the following findings and conclusions:

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

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

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

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.

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.

The burden of proof rests with the applicant, and any decision to approve or deny a preliminary plat must be supported by evidence that is substantial when viewed in light of the whole record. RCW 36.70C.130(1)(c); and RMC 19.60.060. The 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. RMC 19.60.060.

**FINDINGS OF FACT, CONCLUSIONS AND
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III. QUESTION PRESENTED.

Whether substantial evidence demonstrates that the applicant has satisfied its burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes, subject to conditions.

IV. RECORD.

Exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the City Clerk's Office. The Notices issued for this Sienna Hills Preliminary Plat application (File No. S2019-101) and the connected Sienna Hills Rezone application (File No. Z2019-106) were combined. (*See Ex. 2, notice materials included in Rezone application file; and Ex. 4, notice materials included in Preliminary Plat application file*). The criteria for approval of each application are different. Accordingly, the public hearing first sought to focus on the Rezone matter, followed by a separate hearing segment devoted to consideration of the Preliminary Plat application.

However, given the number of public comments made during the public hearing and the spill-over that many comments presented – talking about one matter while standing at the microphone during time devoted to the other matter – the Examiner finds and concludes that it is prudent to consider all public comments made during each portion of the public hearing together, rather than exclude someone's remarks because they chose to make them in the wrong part of the hearing held on the same night. This Recommendation of approval for the Preliminary Plat application, as well as the separate Recommendation of approval for the requested Rezone, are based on all comments and materials included in the record for both matters. Key aspects of the full hearing record are summarized below, noting that several comments overlapped and covered the same ground, and that none of the comments presented a legal or factual basis to deny the requested preliminary plat approval, subject to appropriate conditions.

Hearing Testimony: The following individuals presented testimony under oath at the duly noticed public hearing for the underlying application, held on December 9, 2019:

1. Mike Stevens, Planning Manager for the City of Richland;
2. Shane O'Neill, Senior Planner for the City of Richland;
3. Jason Mattox, applicant's project engineer and primary hearing representative;
4. Rebecca Clapperton, lives in home south of the Sienna Hills site, outside the Richland City limits;
5. John Becker, lives in home to the south of the Sienna Hills site, outside the Richland City limits;
6. Sean Flinders, lives in home on Clover, to the south of the Sienna Hills site, outside the Richland City limits;
7. Stacy Fveum, lives in home to the south of the Sienna Hills site, outside the Richland City limits;
8. Tony Waldo, lives in home on Clover, to the south of the Sienna Hills site, outside

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: SIENNA HILLS
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CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

- the Richland City limits;
9. Joe Angingh, local resident
10. David Shelbourne, lives in home on Bermuda, south of the Sienna Hills site;
11. Brooks Bayne, local resident;

Exhibits: The Development Services Division Staff Report for the Sienna Hills Preliminary Plat, including a recommendation of approval, was provided to the Examiner in the week before the hearing. The Staff Report was revised shortly before the hearing, and several additional exhibits were transmitted to the Examiner after the public hearing. All references made in this Recommendation to the term Staff Report and REVISED Staff Report mean the REVISED Staff Report. The Examiner held the record open for submittal of written materials from the applicant and Staff in order to address several questions and subjects discussed at the public hearing. The list of exhibits accepted into the record includes the REVISED Staff Report, and the following materials:

1. Application materials, received on or about Sept. 6, 2019, apparently deemed complete for purposes of vesting and review on October 8, 2019 (See pg. 8 of Staff Report);
2. Preliminary Plat Map;
3. Site Photos;
4. Public Notice & Affidavits;
5. Comprehensive Plan Transportation Map T-11;
6. Environmental Checklist;
7. Determination of Non-Significance, issued on December 2, 2019;
8. Agency Comments;
9. Public Comments, includes all written comments received before and during the hearing;
10. Electrical Service Schematic;
11. WAC 246-272A-0210, re: minimum horizontal separations for aspects of onsite sewage systems;
12. Existing Easements;
13. Title Report;
14. PBS Soils Report;
15. Water System Plan;
16. Preliminary Plat Overall Plan;
17. Preliminary Off-Site Gage Blvd Improvements;
18. PBS Geotechnical Report;
19. Traffic Plan;
20. Sewer Basin Analysis;
21. Street Plan and Profile;
22. Queensgate Dedication Deed;
23. Traffic Impact Analysis Scoping Meeting Summary, dated Dec. 6, 2019, for Dec. 4th meeting between applicant's engineer and Benton County staff;
24. A. First version of proposed new condition 23;
B. Second version of proposed new condition 23, re: 8-foot wide sidewalk/pedestrian amenity running east-west through the plat;
25. Post-Hearing, Pedestrian Trail Exhibit, prepared by the applicant following request

**FINDINGS OF FACT, CONCLUSIONS AND
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conveyed by Examiner through staff, depicting general alignment of east-west trail amenity below C Street running through the plat. Received by the Examiner on February 13, 2020;

26. Public Works Department's REVISED comments and recommended conditions of approval on public works and engineering topics, including without limitation sewer system conditions, dated and received by the Examiner on January 31, 2020; and
27. Copy of Badger Mountain Subarea Plan, part of the City's Comprehensive Plan addressing area that includes the Sienna Hills site. **NOTE: Page 19 of the Plan features Figure 1, the Badger Mountain Subarea – Land Use Plan map, which is the official city Comp. Plan land use map for the area;*

The Examiner has visited the road network and vicinity of the proposed plat on multiple occasions over the past few years in connection with other applications, and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions. The official record closed last week, following communication with Staff to confirm that the requested plat can move forward in a manner consistent with the Recommendation of Approval for the Sienna Hills Rezone, addressed in a separate document issued for consideration by the City Council earlier this week, which would modify the requested rezone boundaries to be more consistent with the Badger Mountain Subarea Plan and city code provisions.

V. FINDINGS OF FACT.

Based upon the record, the undersigned Examiner issues the following Findings of Fact.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such.
2. The REVISED Staff Report, the modified sewer system conditions and other revisions provided in the updated Public Works comments, all include a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan – particularly the Badger Mountain South Subarea Plan provisions that apply to the Sienna Hills site – and is designed or can be conditioned to comply with applicable development standards and guidelines. As explained below, and subject to limited modifications and conditions of approval, the Examiner concurs. Accordingly, the Examiner recommends approval of the Sienna Hills Preliminary Plat application.

Location.

3. The site of the proposed Sienna Hills Rezone and Preliminary Plat applications is a 98+ acre portion of the much larger Badger Mountain Subarea, an almost 2,000-acre area located south and east of the Badger Mountain Centennial Preserve and north of Interstate 82. (*Staff Report, vicinity map on page 2; Badger Mountain Subarea Plan, Introduction on page 1*). The proposed Sienna Hills Preliminary Plat is located on a single tax parcel, Benton County Assessor Parcel No. 134983000001005, which is west of the draw connecting Badger Mountain and Little Badger

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Mountain. The property was previously used as a fruit orchard that was recently removed in preparation for selling the property. (*Staff Report, page 6; Ex. 1, application form, property information*).

4. The Sienna Hills site was part of an almost 1,900-acre annexation into the City of Richland that took effect in 2010, through passage of Ordinance No. 41-10.

Application.

5A. The applicant proposes to subdivide the 98+ acre site with up to 285 (two hundred eighty-five) lots, with 12 tracts, in accord with applicable city development regulations and zoning standards for portions of the proposed plat that would be zoned R-1-10, R-2 and C-LB. As noted above, Staff confirmed that the proposed plat will be able to move forward if the connected Sienna Hills Rezone Recommendation is first approved by the City Council.

5B. This Recommendation now includes a condition of approval that would require development of an 8-foot wide pedestrian sidewalk/trail located just south of the main street, labeled "C" Street on the proposed plat map, which runs in an east-west direction through the Sienna Hills property, in an alignment that is substantially similar to and consistent with that depicted by the green line shown through the Sienna Hills site on the Badger Mountain Subarea Land Use Plan map. Development of such a wide sidewalk/trail through the Sienna Hills site would be fully consistent with the City's Comprehensive Plan policies and vision for the area. (*See Ex. 5 of the Rezone matter, at page 19, BMS Land Use Plan map, which includes "trails" in the Legend for Civic uses shown in green; and on page 30, Sec. 5.7 re: Badger Mountain Civic Uses*).

5C. As explained in the Sienna Hills Rezone Recommendation, which was reviewed in conjunction with this preliminary plat application, the Sienna Hills Preliminary Plat is designed to include street alignments that appear to be based on logical topographical and other site-specific conditions, particularly including an east-west roadway identified as "C-Street". The rezone recommendation would modify the proposed rezone boundaries to follow the C-Street alignment in this proposed plat, to the fullest extent possible, in keeping with guidelines that list the centerline of available streets as the first rule for placement of zoning district boundaries. (*See RMC 23.08.050(A), discussed above*).

5D. Consistent with the Rezone Recommendation, the small node of Commercial / C-LB zoning in the western part of this proposed plat should be moved to the northeast corner of the future intersection of C-Street (the east-west roadway) and Bent Road (the extension of a north-south roadway running through the proposed plat). This move is further supported by the placement of the wide-trail/walkway that will be required to run along the southern alignment of C-Street, meaning pedestrians or non-motorized forms of transportation could easily access the small C-LB site.

5E. The Examiner recognizes that the Final Plat may need to be revised in order to ensure that lots are properly sized and comply with other standards applicable to the zoning district boundaries explained in the Rezone Recommendation, but this is the case with any preliminary subdivision, where Final Plat site plans reflect changes in lot sizes and configurations based on engineering reviews

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1 or other subsequent analysis mandated by city codes. But, because the zoning boundaries addressed
2 in the Rezone Recommendation are largely based upon the C Street alignment proposed in this plat
3 application, many lots shown on Exhibit 2 (the proposed Sienna Hills Preliminary Plat site plan) are
4 larger than the minimum lot sizes ordinarily required for various areas, and the plat includes 12 rather
5 large tracts, it is unlikely that the final "lot-count" realized upon Final Plat approval will be
6 significantly less than 285. Recommended Conditions of Approval are included with this
7 Recommendation, repeating recommended zoning district boundaries included in the connected
8 Sienna Hills Rezone matter, directing modifications before Final Plat approval to lots sizes and
9 configurations that may be necessary to conform with zoning districts assigned to particular portions
10 of the proposed plat.

11 6. The new plat would be served by new internal streets and public utilities, most all of which
12 will require extensions and connections with existing infrastructure surrounding the site. Planned
13 access points into the proposed plat include: an extension of Queensgate Drive (sometimes called
14 Bermuda Road) from the north, which connects with newer neighborhoods in the City of Richland;
15 extensions/connections with Bent Road and Clover Road from the south boundary of the plat,
16 connecting with existing neighborhoods and developed properties to the south of the new plat in
17 unincorporated Benton County; and a new segment of Gage Boulevard that will be constructed, and
18 eventually connect with future developments in portions of the Badger Mountain Subarea located to
19 the west in the City of Richland. *(See proposed street layout in Preliminary Plat maps, included in
20 the Record as Ex. 2; See Conditions of Approval 16-29 re: Traffic and Streets).*

21 7. To avoid a situation where a new city neighborhood is only accessible via county streets
22 serving existing properties to the south of the Sienna Hills site, it should be expressly understood and
23 required that no portion or phase of the proposed plat can receive Final Plat approval until after the
24 Queensgate/Bermuda roadway extension is constructed to provide access into the Sienna Hills
25 Preliminary Plat from the north. *(See Condition of Approval No. H4).*

26 ***Key issues raised in written comments and public testimony.***

8. The Staff Report credibly summarizes public agency comments made regarding various
aspects of the proposed plat. None of the agency comments provided any factual or legal basis to
deny the requested plat approval. Where appropriate, conditions of approval have been included to
address the matter raised by a particular agency.

9. For instance, the County's Public Works staff requested a Traffic Impact Analysis (TIA) to
determine the level of impacts that would occur on the County's roads and intersections as a result of
the Sienna Hills plat development. Exhibit 23 is a memorandum generated by the applicant's engineer
memorializing the intersections to be studied and the scope of a TIA to be provided by the applicant.
The memo was not rebutted, as County officials offered no evidence or testimony at the public
hearing. Accordingly, conditions of approval have been included for this project, mandating a TIA
to address items detailed in Ex. 23, and delegating authority to the Public Works Director to require
the applicant to construct certain off-site improvements and/or implement other transportation related
measures needed to mitigate significant impacts that may be shown in the final Traffic Impact
Analysis. *(See Condition of Approval, No. 65).*

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10. Stormwater comments provided by County Public Works staff, the Benton Franklin Health District, the Kennewick Irrigation District, and the Department of Ecology are addressed in the Staff Report, and specific conditions of approval mandating compliance with applicable state and local stormwater system design and performance standards should be sufficient to ensure that the plat can be developed in a manner that does not result in significant stormwater impacts on the surrounding area, including without limitation adjacent septic systems and irrigation district infrastructure. *(See Conditions 39-52)*. As with virtually every plat of this size in the state of Washington, the development/construction process will be subject to compliance with NPDES stormwater permit requirements to control runoff, erosion, sedimentation and the like throughout the construction process. The applicant's engineer, Mr. Mattox, confirmed that the plat has been designed to provide 100% on-site retention of stormwater, with an emergency overflow option onto public right of way, to prevent impacts on downhill properties, mostly those located to the south of the Sienna Hills project.

11. Some comments, including those made by the applicant's engineer, focused on sewer system requirements that should apply to the new subdivision. Based on these comments and questions, staff and the applicant requested additional time after the public hearing to refine sewer infrastructure requirements and/or options to serve the area. Those items took quite some time and the final sewer system recommendations, supported by both staff and the applicant, are reflected in the Public Works' Department's revised comments, transmitted to the Examiner on the last day of January. *(See Ex. 26, Public Works' Revised comments, dated Jan. 31, 2020; Email from Mr. Stevens of same date, transmitting document to the Examiner, noting the applicant's review and agreement with such revisions; See Sanitary Sewer Conditions 35-37)*.

12. Comments made by surrounding residents, in writing and at the public hearing, raised questions about stormwater detention that is designed to be placed along the southern portions of the new plat. Again, the applicant's engineer, Mr. Mattox, credibly explained how the plat design and compliance with applicable stormwater permit requirements – which will entail a thorough technical engineering review and approval before any final plat approval can be granted – should be adequate to prevent adverse stormwater impacts on surrounding properties. *(See Stormwater Conditions 39-52)*.

13. Other comments by adjacent homeowners living to the south of the proposed plat sought to have the applicant provide a buffer of some sort between their lots to the south and the new plat. Some people suggested a "green belt" or "green space" between their homes and the Sienna Hills site. Others suggested an equestrian trail, or some other major trail corridor to serve as a buffer. Some comments asked for visual buffering along the southern boundary of the new plat.

14. One of the most explicit requests for a "visually consistent buffer" along the southern boundary of the proposed plat admits that the adjacent Hidden Hills Homeowner's Association (for the neighborhood located south of Sienna Hills) currently prohibits privacy fences, as support for their request that the Sienna Hills developer should be required to provide visual buffering of some sort. *(Ex. 9, collection of written public comments, Nov. 26, 2019 letter and 'analysis' from Ms. Clapperton, Mr. Cron and Ms. Rokyta, on page 10, requested condition no. 3)*. Such a request is not

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1 compelling, as it appears to be partly based on an alleged problem that might be addressed if the
2 Hidden Hills Homeowner's Association amended their private association covenants to allow
residents to build their own privacy fences if they do not wish to see into the Sienna Hills development
site.

3 15. In the end, the Examiner finds and concludes that comments from local residents were not
4 supported by sufficient factual evidence or any legal authority that would support a requirement for
5 the applicant to provide a buffer between the new subdivision and their existing lots. The Examiner
6 finds and concludes that the proposed plat design is consistent with the Badger Mountain Subarea
7 Plan, by using low-density residential (R-1-10) zoning standards for all lots located along the project's
8 southern boundary, where most people providing comments reside, which will itself serve as a buffer
9 of sorts between existing development to the south of the new plat and medium density (R-2) zoned
lots located in the upper portion of the new plat. As explained in the Staff Report, complex easements
for irrigation system infrastructure in the area already serve to restrict development in portions of the
southern portion of the new plat, and several stormwater tracts or utility easements are located in the
southern portion of the new plat, further separating and buffering residents to the south from the new
Sienna Hills subdivision.

10 16. Furthermore, it is worth noting that fencing, screening, buffering, and the like, are not
11 expressly mandated in City or state subdivision codes. Instead, fencing around ponds may be required
12 to enhance public safety; visual screening may be required where certain commercial or multifamily
13 uses abut single-family residential zoned properties; and vegetation screening may be required to
protect certain critical areas, and shoreline areas (*See for example RMC 26.20.040 captioned*
"Shoreline vegetation conservation"). Again, there is no code authority to support a request for visual
buffering in this matter.

14 17. None of the public testimony was supported by professional reports regarding stormwater,
15 soils, or other aspects of the proposed plat, to rebut or credibly challenge the professional reports
16 provided by the applicant's engineers and design experts. Staff credibly confirmed that all notice and
comment requirements associated with this application were fully satisfied. No one submitted timely
comments questioning or seeking to appeal the SEPA threshold determination issued for this project.

17 18. The pedestrian pathway/trail for the proposed plat will be located in an alignment that is
18 consistent with the Badger Mountain Subarea Plan, and will be better-able to serve new residents in
19 the Sienna Hills subdivision if it is retained along the C-Street alignment instead of along the southern
boundary for the new plat, as some public comments suggested.

20 ***Compliance with city development regulations achieves consistency with the Comprehensive Plan.***

21 19. RMC 24.04.020 explains that the purpose of the City's platting and subdivision codes is "*in*
22 *furtherance of the comprehensive plan of the city*" and that such regulations contained in the city's
23 platting and subdivision codes "*are necessary for the protection and preservation of the public health,*
24 *safety, morals and the general welfare, and are designed, among other things, to encourage the most*
appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to
secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid

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1 *undue concentration of population; to promote the coordinated development of unbuilt areas; to*
2 *secure an appropriate allotment of land area in new developments for all the requirements of*
3 *community life; to conserve and restore natural beauty and other natural resources; and to facilitate*
4 *the adequate provision of transportation, water, sewerage and other public uses and requirements.”*
5 The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can
6 be established, or at least partially established, through compliance with the city’s platting and
7 subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, substantial
8 evidence in the record clearly establishes compliance by the proposed plat (as conditioned herein)
9 with the city’s land platting regulations that are applicable to this project, including policies and goals
10 explained in the Badger Mountain South Subarea Plan (like the trail generally running along the C
11 Street alignment through the project), thus implementing and complying with the City’s
12 Comprehensive Plan. *(See Staff Report, all Findings above).*

13 ***Proposed plat will provide public benefits.***

14 20. The applicant’s submittals established that multiple aspects of the new subdivision will
15 provide public benefits, including without limitation, new housing inventory and options fulfilling the
16 city’s goals and policies set forth in the Comprehensive Plan, construction of new roads, sidewalks,
17 an attractive street system to serve the new plat, a wide sidewalk/pedestrian pathway along the C-
18 Street alignment to provide connections with surrounding development envisioned in the Badger
19 Mountain Subarea, and other features that will serve to promote health benefits of a walkable,
20 pedestrian-friendly community.

21 ***Substantial evidence demonstrates the proposed project, as conditioned, satisfies approval criteria.***

22 21. The record contains substantial evidence to demonstrate that, as conditioned, the proposed
23 plat makes appropriate provisions for:

24 A. The public health, safety, and general welfare: *See Staff Report, particularly explanation on*
25 *pages 12 and 13; all Findings above.*

26 B. Open Spaces: *Staff Report, discussion on pages 12 and 13;*

C. Drainage Ways: *The project will be consistent with all applicable standards for stormwater*
system design, including without limitation the Department of Ecology Stormwater Management
Manual for Eastern Washington. In accordance with City development standards, storm water
drainage would have to be retained and managed on-site. The proposed plat design includes three
(3) tracts totaling 2.64-acres for storm water management. See proposed plat site plans,
recommended Storm Water Conditions 39-52.

D. Streets or roads, alleys, other public ways: *The proposed plat has been reviewed by the City for*
compliance with applicable street system design requirements, and has been deemed consistent with
all applicable city standards for city roads, streets, driveways, access, circulation, transportation
concurrency and the like. The planned extension of the Queensgate/Bermuda roadway section
to/from the north of the plat will provide access to the proposed subdivision, and must be constructed

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1 before any phase of the preliminary plat can receive final plat approval. The plat will also establish
2 connections to Bent Road and Clover Road. Streets located within the proposed plat will include
3 curbs, gutters and sidewalks built in conformance with City right-of-way development standards. The
4 extension of Queensgate Drive is part of the plat, furthering construction of the arterial roadway
5 network in the vicinity as identified in the City's Comprehensive Plan. Specific conditions are
6 included to require compliance with city street standards, and to implement mitigation measures that
7 may be based upon the Transportation report discussed above, subject to final review and approval
8 of the City's Public Works Director. See Conditions 16-29 and 65.

9 E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the
10 proposed plat, or Richland residents generally, the subdivision design, access and internal circulation
11 patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and
12 other routes that could direct users to existing or future transit stops and facilities. The proposed
13 plat is within the Ben Franklin Transit service area, though no bus service is currently provided for
14 the neighborhood. The transit agency was given lawful notice of the proposed plat and did not
15 provide any comments or feedback for consideration as part of the record in this matter. The nearest
16 bus service is now along Keene Road and Gage Blvd., approximately 3.5 miles to the east.

17 F. Potable water supplies: The new subdivision will receive its domestic water supply from the City
18 of Richland. Staff confirms that adequate capacity is available within the city's water supply system
19 to provide both domestic water and fire flow service to the new plat. An irrigation source and
20 distribution system, entirely separate from the City's domestic water system, will be provided for this
21 development. See recommended Domestic Water conditions, 30-34, and Condition 10 re: irrigation
22 water.

23 G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat and will do
24 so. Connections and infrastructure improvements associated with sewer service for the new plat are
25 addressed in recommended Sanitary Sewer conditions (and options) that were the subject of post-
26 hearing discussions that resulted in a joint recommendation from the applicant and city staff on the
subject. See Ex. 26 and Conditions 35-37.

H. Parks and recreation, playgrounds, schools: The Staff Report and site plans show that the project
includes provisions for new open space, advancing the Badger Mountain Subarea Plan vision of
pedestrian connections, including trails/pathways. The Richland School District was given the
opportunity to comment. Following their review of the proposed preliminary plat the District
indicated they have no specific concerns or requirements relative to the plat. Two future schools are
planned within the Badger Mountain South area to the west of the Sienna Hills plat.

I. Planning features to assure safe walking conditions for students: The proposed plat includes
extensive walking paths and sidewalks that will adequately provide safe walking routes and
conditions for school children.

22. Except as modified in this Recommendation, all Findings, and statements of fact contained
in the REVISED Staff Report, are incorporated herein by reference as Findings of the undersigned

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hearing examiner.³

23. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat, as conditioned below, makes appropriate provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053, 19.60.095, and relevant provisions found in the Badger Mountain Subarea Plan, and that the public use and interest will be served by the proposed plat and associated dedications and improvements.

VI. CONCLUSIONS of LAW.

1. Based on the Findings provided above and in the REVISED Staff Report, the undersigned Examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.

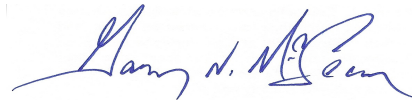
2. The proposed conditions of approval reflected in the Staff Report, as revised in the Public Works Comments submitted on January 31, 2020 (Exhibit 26), are reasonable, supported by the evidence, and capable of accomplishment.

3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VII. RECOMMENDATION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE the "Sienna Hills" Preliminary Plat** application, subject to the attached Conditions of Approval, as recommended by Staff and modified by the Examiner.

Recommendation issued: March 10, 2020.



Gary N. McLean
Hearing Examiner for the City of Richland

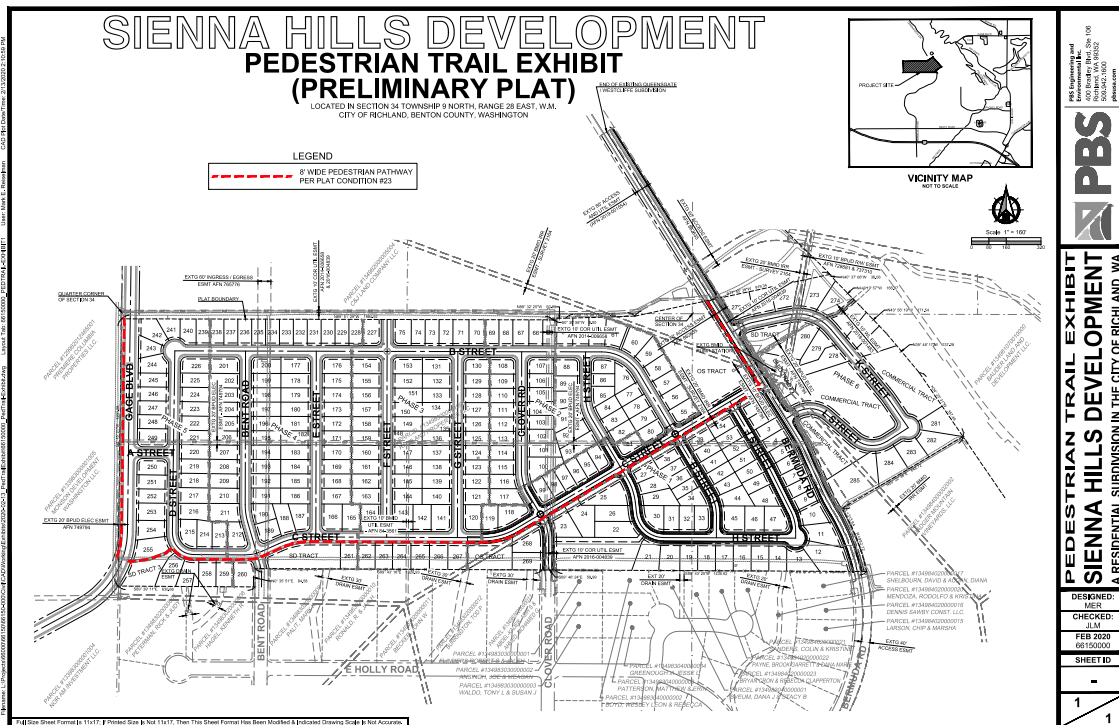
³ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

Conditions of Approval Sienna Hills Preliminary Plat File No. S2019-101

Conditions added by the Hearing Examiner.

H1. Intent and Purpose – It is the intent and purpose of these conditions to fully implement and apply zoning district standards using zoning district boundaries ultimately approved by the City Council for portions of the Sienna Hills area. These conditions are written to apply recommended boundaries reflected in the connected Sienna Hills Rezone matter, File No. Z2019-106. In the event the City Council chooses to apply different boundaries, some of the Conditions included in this preliminary plat recommendation may require modification. As modified by these Conditions of Approval, the Sienna Hills Preliminary Plat should be approved to authorize subdivision of the Sienna Hills site, located on Benton County Assessor Parcel No. 134983000001005, into no more than 285 lots and 12 tracts.

H2. Trail/Pedestrian Pathway Requirement – Consistent with, and to effectuate development of a “civic use,” i.e. a pedestrian trail alignment running through the rezone area, as addressed in the Badger Mountain Subarea Plan, this Preliminary Plat shall include dedication and development of a pedestrian pathway/trail/sidewalk at least 8-feet wide, generally running along the south-side of an east/west street alignment in the rezone area, between the property’s western boundary and Bermuda Road on the east. Construction of a trail substantially similar to that described in Condition No. 23 below as depicted on Exhibit 25, republished below, subject to review and approval by the Director as part of final engineering design review, shall satisfy this Condition of Approval.



Ex. 25, from Sienna Hills Preliminary Plat, File No. S2019-101

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1
2 **H3. Final Plat must be revised to ensure that lot sizes, configurations, and other standards are**
3 **consistent with those applicable to zoning districts assigned to portions of the Sienna Hills site, as reflected**
4 **in the Sienna Hills Rezone Recommendation, File No. Z2019-106.**

5 A. Lower Portion of Preliminary Plat, zoned R-1-10, low-density Single Family Residential –
6 Using the final centerline of the proposed C-Street alignment in the Sienna Hills Preliminary Plat,
7 shown in the image of Ex. 25 above, as reviewed and approved by the Director following final
8 engineering design review, property to the south of such line from Bermuda Road on the east to D
9 Street on the west, then continuing to the rezone-area's western boundary along the northern lot-line
10 for stormwater Tract 3, shall conform with standards applicable to the R-1-10 (Single Family
11 Residential) zoning district;

12 B. Except for the small Commercial node, the Upper Portion of Rezone Site Should be designed
13 to comply with R-2, Medium Density Residential, zoning district standards – Using the C-
14 Street/northern lot line for stormwater Tract 3 boundary described above, except for the small
15 Commercial area addressed below, property to the north of such line from Bermuda Road on the east
16 to the rezone-area's western boundary shall conform with standards applicable to the R-2 (Medium
17 Density Residential) zoning district;

18 C. Commercial Node – Using final centerlines of public streets constructed on the site as the
19 east, west, and southern boundary, and lot lines approved for any final plat phase addressing relevant
20 portions of the rezone-area as the northern boundary, property located between Bent Road on the west,
21 E Street on the east, C Street on the south, and final lot lines on the north, for an area at least 7.5 acres
22 (noting original proposal was for 7.83 acres of Commercial land area), shall conform with standards
23 applicable to the C-LB (Commercial, Limited Business) zoning district;

24 D. Area East of Bermuda Road Alignment – Using the final centerline of Bermuda Road as
25 depicted on the Sienna Hills Preliminary Plat map shown on Ex. 25 above, the area east of Bermuda
26 Road to the rezone area's eastern boundary shall conform with R-1-10 (Single Family Residential)
zoning standards on the northern and southern portions of such area, with C-LB (Commercial, Limited
Business) zoning standards applying to the central portion of such area, as depicted on page 4, Figure
2.1, of the Rezone Staff Report, the original rezone application map.

18 **H4. Queensgate/Bermuda Extension must be constructed before final plat approval of any phase of**
19 **the Sienna Hills Plat – It is expressly understood and required that no portion or phase of the proposed plat can**
20 **receive Final Plat approval until after the Queensgate/Bermuda roadway extension to/from the north of the plat**
21 **is constructed and opened to provide access into the Sienna Hills Preliminary Plat from the north.**

22 ***Conditions Derived from Staff Report and Public Works Comments.***

23 **General Conditions:**

- 24 1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36"
25 hardcopy format and also electronically in .dwg format compatible with the City's standard CAD
26 software. Addendums are not allowed, all information shall be supplied in full size (and electronic)
format. Electronic copies of the construction plans are required prior to the pre-con meeting along

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with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

2. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
5. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
6. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
7. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"=40'.
8. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
9. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
10. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until*

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adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

11. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

12. Public improvement design shall follow the following general format:
- A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Water lines shall be aligned on the south and east side of street centerlines.
 - C. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - D. Storm sewer shall be aligned on the south and east side of street centerlines.
 - E. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - F. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - G. Watermains larger than 8-inches in diameter shall be ductile iron.
 - H. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - I. All watermains outside areas zoned R1 shall be ductile iron.
 - J. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - K. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC or C900 PVC. The entire main from manhole to manhole shall be the same material.
 - L. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - O. The minimum centerline radius for local streets shall be 100-feet.
 - P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - R. A detailed grading plan shall be included in the submitted plan set.
 - S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - U. All public improvements shall comply with the State of Washington and City of Richland

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requirements, standards and codes.

- V. All cul-de-sacs shall have a minimum radius of 48-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
- W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
- X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
- Y. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
- Z. Construction plans shall reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public.
- AA. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

13. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

14. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:

- A. 2-inches compacted gravel, minimum (temp. SEVA only).
- B. 2% cross-slope, maximum.
- C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
- D. Be 20-feet in width.
- E. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

15. SURVEY MONUMENT DESTRUCTION:

- All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
-

A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work

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or other activity for the purpose of locating and referencing any known or existing survey monuments.” (RCW 58.09.130).

B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).

C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and the file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

16. The Sienna Hills preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive “credits” for construction of Gage Blvd. and Bermuda Road as allowed under the City’s South Richland Collector Street Financing Plan.

17. Bermuda Road shall be constructed full-width within the boundaries of the pre-plat in accordance with City standard detail ST-11 (Arterial Collector) at the same time that phase 1 is constructed. The Bermuda improvements shall include curb, gutter and sidewalk on both sides. A ten-foot public utility easement shall be provided adjacent to its right-of-way on the face of the final plat. The portion of Bermuda that is to the north and is outside of the boundaries of the preliminary-plat shall be constructed as a rural road section, in accordance with City standard detail ST-15.

18. Gage Blvd. shall be constructed full-width in accordance with City standard detail ST-10 (Minor Arterial) at the same time that phase 5 is constructed, or concurrent with any phase that will result in a total number of single family lots greater than 250. The Gage improvements shall include curb, gutter and sidewalk on both sides. A ten-foot public utility easement shall be provided adjacent to its right-of-way on the face of the final plat.

19. Due to the hilly nature of the preliminary plat and the surrounding properties, Gage Blvd. outside of the preliminary plat shall be conceptually designed to the north up to its intersection with Queensgate. Gage shall also be conceptually designed 500-feet southwest of the Sienna Hills pre-plat boundary. This conceptual design shall include both plan and profile design, including approximate boundaries of cut and fill areas using readily available topographic information.

20. The proposed street layout will create higher traffic volumes on C, B and F Street, Bent Road and on Clover Road. In an effort to curtail speeds through the development, the following intersections will require traffic calming treatments (such as traffic circles)

- a. C Street & Clover Road
- b. C Street & Bent Road
- c. B Street & F Street

The specific calming treatments will be determined by the Public Works Director in consultation with the

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designing engineer. Adequate right-of-way shall be designed for at these locations and provided on the final plats. Landscaping designs can be proposed for the interior of these traffic circles, but all landscaping shall be maintained by the developer or the future HOA.

21. The maximum centerline grade for the proposed Gage Blvd. and Bermuda Road shall be no more than 8%.

22. A note will be shown on the face of the future final plats stating that Gage Blvd. and Bermuda Road are both classified as "Collector streets". Subsequently, no driveways accessing single family lots will be allowed directly onto them.

23. The Badger Mountain Subarea Plan indicates a pedestrian trail is required through this preliminary plat. A widened 8-foot wide sidewalk shall be constructed at the following locations:

- The west side of Gage Blvd. to the plat boundary
- The west side of Bermuda Road to the plat boundary
- The south side of "C" Street from Bermuda Road to Bent Road, then the south side of "D" Street from Bent Road to "Storm Drain Tract 3", then across Storm Drain Tract 3 to Gage Blvd.

These sections of sidewalk shall be constructed by the developer concurrent with the phase that constructs the corresponding section of roadway.

24. There appear to be multiple access easements crossing the proposed preliminary plat which will be displaced by single family lots. The developer of the preliminary plat shall reconcile all access issues with all parties named in the easements prior to issuance of a right-of-way construction permit.

25. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).

26. Pedestrian ramps shall be designed to current City standard details and A.D.A. guidelines. Adequate Right-of-Way shall be provided at corners to allow for at least 1-foot of ROW behind the ped. ramp landing. Crosswalks between pedestrian ramps shall be designed to City guidelines and A.D.A. guidelines. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profile shall be designed to accommodate this.

27. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

28. The proposed intersections onto Bermuda and Gage are acceptable for this project, but any proposed changes to them will be subject to approval by the Public Works Director.

29. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

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- 1 30. The proposed preliminary plat is located within the Tapteal 4 water pressure zone. The closest Tapteal
2 4 water main is located in Bermuda Road to the north. It shall be the responsibility of the developer
3 to extend a water main to this property to serve domestic water at the time of plat construction. This
4 water main shall be sized as 12-inch diameter in accordance with the City's Water System Plan.
- 5 31. In accordance with the City's Water System Plan, a portion of the "Tapteal 4 Zone Connection" water
6 main is designed to run through this plat. The future water mains in C street, D street from Bent Road
7 to A Street, A Street and Gage Boulevard shall be 12-inch in diameter. The 12-inch water main in
8 Gage Boulevard shall be installed in the full length of the street. This water main shall be extended to
9 the property to the west of the proposed preliminary plat.
- 10 32. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties
11 adjacent to the preliminary plat, provided they are in the correct pressure zone.
- 12 33. The developer will be required to demonstrate that all phases are capable of delivering adequate fire
13 flows prior to construction plans being accepted for review. This may require looping of the watermain
14 from off-site locations, or oversizing of the main where needed.
- 15 34. The fire hydrant layout shall be approved by the City Fire Marshal.

16 **Sanitary Sewer:**

- 17 35. There are two sanitary sewer mains available to serve this development. Both options require the
18 construction of off-site infrastructure and a sewer pump station. Those two choices are as follows:
- 19 • Design this subdivision to flow by gravity to a planned sewer pump station located to the west within
20 the Badger Mountain South master planned development. The plan for this sewer pump station is
21 included in the City's General Sewer Plan. Since this planned sewer pump station does not yet exist
22 the developer of this project must construct it along with the necessary off-site piping and have it
23 accepted by the City for service prior to completion of the first phase.
 - 24 • Design a sewer pump station located within this development that discharges to an existing sewer pipe
25 in Queensgate Drive to the north. Based on a 2017 and 2020 study of that pipe and this property's
26 sewer service needs this sewer pump station and its piping shall be designed for a peak flow
corresponding to 423 single family residences, 1 clubhouse and 120 units (multi-family), plus the
capacity required for the commercially zoned property identified within this preliminary plat. This
design criteria includes the undeveloped properties upslope of it. This option shall include a design
feature allowing for the future bypass of this sewer pump station with a gravity pipeline to the
southwest toward the Badger Mountain South master planned development. The feature shall include
a planned pipeline route and adequate easements to enable implementation.

In accordance with municipal code the developer will be eligible for a latecomer agreement in either scenario.
This agreement will help to recover a portion of the costs from future users of the sewer pump station and any
necessary oversized pipelines.

36. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside
of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-
feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said
structure shall be provided as approved by the Public Works Director.
37. In accordance with municipal code, sanitary sewer shall be extended to the appropriate adjoining

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properties adjacent to the preliminary plat.

Ground Water:

38. A master grading plan completed by a licensed engineer shall be submitted along with the first submission of construction plans. The grading plan and accompanying geotech report shall make provisions for the existing neighboring landowners and address any impacts that the proposed grading and/or groundwater impacts will have on them. It shall also include a means for managing groundwater or subsurface springs if any are encountered during grading or construction.

Storm Water:

39. This project requires coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
40. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.
41. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
42. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
43. If any existing storm drainage or ground water seepage drains onto the proposed project, said drainage shall be considered an existing condition and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
44. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").

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- 1 45. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
- 2 46. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 48 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 48 hours.
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- 5 47. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity. The storm drainage system for this development, both its conveyance and retention / infiltration components, shall be designed to effectively manage runoff from upstream properties that can be anticipated to convey stormwater onto this property because of a pre-development runoff condition, or as a result of flows discharged that are in excess of the design storm from the upstream property. Additionally, as this property is upslope of developed properties the stormwater system shall include provisions for possible discharge of runoff onto downslope properties from storms in excess of the design storm as described above. Those provisions may be required to include off-site downslope conveyance facilities and/or flowage easements allowing for the conveyance of stormwater to and across downslope properties.
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- 11 48. The amount of post-development storm runoff from the proposed site shall not exceed the amount of pre-development runoff.
- 12 49. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
- 13 50. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
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- 16 51. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
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- 20 52. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.
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23 **Final Platting / Project Acceptance Requirements:**

- 24 53. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works

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document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.

54. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.

55. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.

56. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.

57. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

58. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association.

59. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.

60. A one-foot "No access / screening easement" will be required along the Bermuda Road and Gage Blvd. Rights-of-Way where single family lots are adjacent. No single-family driveways will be allowed directly onto either of those streets.

61. The intended use and ownership of all tracts within the plat shall be noted on the final plat.

62. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

63. Any restricted parking areas shall be indicated on the final plats.

Energy Services Condition

64. Subsequent final plat surveys shall provide ten-foot (10') public utility easements adjacent to all lots and tracts adjoining public roadways.

Planning Conditions

65. The applicant must complete a Transportation Impact Analysis (TIA) covering the scope and addressing items detailed in Exhibit No. 23, the Traffic Impact Analysis Scoping Meeting Summary, dated Dec. 6, 2019, for the Dec. 4th meeting between applicant's engineer and Benton County staff.

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The final TIA shall be subject to review and approval by the City's Public Works Director, who shall have full authority and discretion to require the applicant to construct certain off-site improvements and/or implement other transportation related measures needed to mitigate significant impacts that may be identified in the final TIA. Mitigation measures agreed to be necessary by both the County and the City of Richland shall be deemed conditions of approval for this preliminary plat and are incorporated herein by this reference. Written confirmation of any specific mitigation measures imposed as a result of the TIA shall occur in writing and shall be provided to the Planning Division to maintain in the official file for this matter and distribution to parties of record, which may be achieved by posting such requirements on the City's publicly available website information for this preliminary plat development.

66. Based on known cultural resources on or near the work site, an archaeological monitor must be present for all ground disturbing activities. Consistent with guidance provided by the State's Department of Archaeology & Historic Preservation the monitor must be a professional archaeologist who meets the Secretary of the Interior's standards for prehistoric archaeology. This condition can be satisfied if the applicant uses the services of a qualified monitor from the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR") to provide on-site observation of ground-disturbing work associated with this project and document any archaeological resources observed during such monitoring.

67. An 8-foot-wide sidewalk shall extend from the southwest corner of the plat (SD Tract 3), along the south side of "C Street" connecting to Bermuda Road. The sidewalk shall extend from "C Street" through "SD Tract 3" and connect to the west property line of the parent parcel. Undeveloped areas on either side of said sidewalk shall be treated with live vegetation and/or decorative rock. In the event that language from this condition and Condition Nos. H2 and/or 23 addressing the same 8-foot wide sidewalk/pathway through the new plat are read in conflict with one another, the Planning Manager shall have full discretion and authority to issue a written determination resolving such conflicts and interpreting such condition(s).

Building Conditions

68. Grading shall be permitted by the City and performed in accordance with the Geotechnical Engineering report by PBS and with Appendix J [IBC 2015]. Any specific geotechnical requirements regarding foundations and/or site slopes shall be noted on the plat along with reference to the geotechnical investigation report.

69. Site grading permitting shall be contingent upon a geotechnical report providing specific soil load-bearing capacities and lot-specific recommendations as necessary.

70. Street designations shall be as set forth in RMC 12.01.060. Prior to submitting for the final plat, please submit three (3) street name options for each the following street segments: A Street, B Street, C Street, D Street, E Street, F Street, G Street, H Street, J Street, K Street, and L Street.

71. Addressing brackets [] are needed on all lots and tracts in subsequent final plat submittals.

72. Prior to submitting for the final plat, provide which lots, if any, will allow construction of multi-family (duplex) dwellings. Addressing will be generated accordingly.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: SIENNA HILLS
PRELIMINARY PLAT APPLICATION –
FILE NO. S2019-101**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

SECURITY AND IMPROVEMENT AGREEMENT

THIS SECURITY AND IMPROVEMENT AGREEMENT ("Agreement") is made and entered into on this 9th day of September, 2021 by and between the **City of Richland**, a Washington municipal corporation ("City"), and **Siena Hills Development, a Limited Liability Corporation** seeking final plat approval of Siena Hills Phase 1 ("Developer"). City and Developer are referred to collectively as the "Parties."

I. RECITALS

WHEREAS, pursuant to Chapter 24.12 of the Richland Municipal Code (RMC), Developer has filed with the City an application for final plat approval of Siena Hills Phase 1 (the "Project"); and

WHEREAS, the Siena Hills Phase 1 was given preliminary plat approval by the Richland City Council, subject to the conditions of approval listed in Technical Advisory Committee (TAC) Report TAC #S2019-101 and the applicable state and local development regulations in existence at the time; and

WHEREAS, RCW 58.17.170 provides that final plat approval shall be given by the City when the City finds that the subdivision proposed for final plat approval conforms to all terms of the preliminary plat approval, and that said subdivision meets the requirements of RCW 58.17, other applicable state laws, and any local ordinances in effect at the time of preliminary plat approval; and

WHEREAS, under circumstances where the improvements and land division work required by the RMC and the conditions of approval are not complete prior to a developer's application for final plat approval, RCW 58.17.130 and RMC 24.24.020 allow a developer to comply with the conditions of approval by entering into a secured agreement with the City to complete the improvements and land division work within a period of time specified by the City; and

WHEREAS, pursuant to RMC 24.12.090, upon receipt of a final plat application, the City Engineer is required to review the plat to determine whether minimum improvements have been provided as described by the RMC. If minimum improvements are lacking, the plat shall be rejected; and

WHEREAS, in consideration of final plat approval for the proposed Project by the City prior to completion of improvements, Developer desires to enter into this Agreement whereby Developer promises to install and complete, at its sole expense, all public improvement work required by the City for the proposed Project. Developer has secured this Agreement by improvements security required by RMC 24.24.020; and

WHEREAS, improvement plans and related specifications for the construction, installation and completion of the improvements identified herein have been prepared by the Developer, approved by the City, and are on file in the City's Public Works Department. Said improvement

plans and related specifications are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the approval by the City of the Final Plat of Siena Hills Phase 1, Developer and City agree as follows:

II. AGREEMENT

1. DEVELOPER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

- a. At its sole expense, Developer shall, in compliance with state law, the improvement plans approved pursuant to Right-of-Way Construction Permit No. PW-20-01978, and all applicable City standards, furnish, construct, install and guarantee the improvements described in the Siena Hills preliminary plat, the Richland Municipal Code, and the conditions of approval (the "Improvements").
- b. Developer shall acquire and dedicate, or pay the cost of acquisition of, all rights-of-way, easements and other real property for the construction or installation of the improvements, free and clear of all liens and encumbrances.
- c. Subject to any time extensions granted in accordance with Section 4, Developer shall complete all Improvements within twelve (12) months of the effective date of the agreement; provided, however, that if the City Engineer reasonably determines that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, including, without limitation, providing for the orderly subdivision of the surrounding area, the City Engineer shall give Developer not less than fifteen (15) calendar days' prior written notice to commence or accelerate installation and construction of improvements, or any portion thereof. The notice shall describe the work to be done by the Developer, the time within which the work will commence, and the period within which the work will be completed. All or any portions of said Improvements may be required to be constructed or completed at a specified time.
- d. If improvements to be constructed by Developer include monumentation, such monumentation shall be installed no later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Revised Code of Washington and Richland Municipal Code, and the delivery to the City Engineer of tie notes for said points.
- e. Developer shall, at its sole expense, replace or repair all existing and newly constructed public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.
- f. Until any category of Improvements is accepted by the City, Developer shall be responsible for the care and maintenance of such improvements and shall bear all risks of loss or damage to said improvements. Neither City, nor its officers, agents and employees, shall

have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

- g. Developer shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by the federal, state, county, town or improvement district and all taxes required by law.
- h. Not less than fifteen (15) days prior to commencement of work on the Improvements, Developer shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

- a. Developer shall at all times maintain proper facilities and safe access for inspection for the improvements by the City Engineer.
- b. Upon completion of the work on all or any category of the Improvements specified in Schedule A, the Developer may request a final inspection by the City Engineer. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall certify the completion of such Improvements.
- c. Developer understands and agrees that no building permits for homes to be constructed on the lots located within Siena Hills Phase 1 will be issued by the City of Richland Building Department until the minimum improvements identified in Schedule A are inspected and accepted by the City Engineer. Developer shall include this notice of restriction in all contracts for sale of lots within Siena Hills Phase 1 to homebuilders until the restrictions of this subsection c. are no longer applicable.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

- a. If, within a period of one (1) year following the acceptance by the City of the last of the Improvements specified in Schedule A, any Improvements or part of any Improvements furnished, installed or constructed by the Developer, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Revised Code of Washington, Richland Municipal Code, or the Improvement Plans and related specifications, the Developer shall, without delay and without cost to the City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements.
- b. Should the Developer fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement or reconstruction to be undertaken before the Developer can be notified, then the City may, at its discretion, make the necessary repairs or replacements or perform the necessary

reconstruction. If the Developer's improvement security does not cover the total cost of such repair, replacement or reconstruction, the Developer shall reimburse the City for any excess costs incurred.

- c. The security furnished for the Developer's obligation to construct and install the Improvements described herein shall not be reduced below ten percent (10%) unless and until a warranty bond is posted for the warranty period.

4. TIME EXTENSIONS

- a. Upon a showing of the Developer of good cause, the date of commencement of work on the Improvements, or the duration of the Completion Period, may be extended by the City Engineer, with the written concurrence of the City Manager. As used herein, "Good Cause" may include, without limitation, delay resulting for an act of the City, acts of God or force majeure; and strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work.
- b. A time extension may be granted without notice to any surety or sureties of the Developer and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.
- c. As a condition of any time extension provided for herein, the City Engineer, with the written concurrence of the City Manager, may require the Developer to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

- a. Prior to the City's execution of this Agreement, Developer shall provide as security to the City an amount equal to one hundred fifty percent (150%) of the Estimated Total cost of the improvements as set forth in Schedule A and in accordance with established City policy. With this security, the form of which shall be subject to City's prior approval, the Developer assures faithful performance under this agreement and guarantees the Improvements for one (1) year after the completion and acceptance of the last of such Improvements against any defective workmanship or material or any unsatisfactory performance pursuant to Section 3 hereof.
- b. Modifications of the Improvement Plans and related specifications, and modification of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of Improvements, shall not relieve or release any improvement security furnished by Developer pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Developer shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred fifty percent (150%) of the revised Estimated Total Cost of the Improvements.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

- a. Partial release or reductions in the Developer's improvement security may be authorized prior to the City's acceptance of all Improvements required hereunder, as provided in this section.
- b. Upon acceptance of all or any specified category of the Improvements, and upon request of the Developer, the improvement security may be reduced or released as follows:
 - i. **Security for Performance and Guarantee:** Security may be released incrementally following the completion and documentation of the completion of work and approval by the City Engineer. Securities will be released incrementally in conformance with Schedule A and only upon completion of all improvements in a related category of Schedule A. Unless the Developer submits a warranty bond (where applicable) or additional security in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, security shall not be reduced or released in an amount greater than ninety percent (90%) of the total security amount thereof prior to the expiration of the one (1) year guarantee and warranty period specified in Section 3.A. nor until any claims filed during the one (1) year warranty period have been settled.
- c. If Developer's obligations relating to any Improvements, such as the water system or sewer system, are subject to the approval of another governmental agency, the City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after Developer's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Developer's performance of the obligation was satisfactorily completed.

7. INDEMNIFICATION OF CITY BY DEVELOPER

- a. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss, or damage to either property or person attributable to or arising out of the construction or installation of the Improvements. Developer shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Developer's performance under this Agreement.
- b. Developer's obligations under this section are not conditioned or dependent upon the City, or its officers, agents and employees who prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Project Improvements, or has insurance or other indemnification covering any of these matters.
- c. Developer's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design

or construction of the Project, and the Improvements required herein, and shall likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by the Developer's design or construction of public drainage systems, streets, and other public facilities or improvements. The City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Project or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Plat, unless the particular Improvement design was required by the City over the written objection of the Developer, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design.

8. OWNERSHIP OF IMPROVEMENTS

Ownership of all or any category of the Improvements constructed and installed by the Developer pursuant to this Agreement shall vest in the City (or other specified governmental agency) upon acceptance of Improvements by the City (or other specified governmental agency).

9. DEFAULT AND BREACH BY THE DEVELOPER AND REMEDIES OF THE CITY

- a. Upon the occurrence of any of the following events, the Developer shall be deemed to be in default under this Agreement:
 - i. Subject to any time extensions granted in accordance with Section 4, failure to commence construction and installation of the Improvements by the commencement date set forth herein;
 - ii. Failure to correct or cure any defect in the Improvements during the one (1) year guarantee and warranty period as required in Section 3.A.;
 - iii. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work, after commencement of work on the Improvements, for a period of thirty (30) days after written notice from the City;
 - iv. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - v. Commencement of a foreclosure action against the Project or any portion thereof, or any conveyance by the developer in lieu or in avoidance of foreclosure; or
 - vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice from the City.
- b. City reserves to itself all remedies available to it at law or in equity for any breach of

Developer's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate City's damages in the event of Developer's default.

- c. Developer acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and consequently, City's damages for Developer's default shall be measured by the cost of completing the required Improvements. If the damages incurred by the City in taking over the completing of the Improvements exceeds the principal amount of the improvement security, then the Developer shall reimburse the City in the amount of such excess damages.
- d. City may, without liability for doing so, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary for the performance of the work. Developer hereby consents to entry by the City and its forces, including contractors, upon any real property in the Project owned by the Developer or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Developer's default.
- e. Developer acknowledges and agrees that, upon approval of the Final Plat, City will confer substantial rights upon the Developer, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Developer's failure to perform its obligations under this Agreement. Developer further acknowledges that any determination as to whether a reversion to acreage or rescission of approval of the Final Plat constitutes an adequate or necessary remedy for Developer's default shall be within the sole discretion of the City.
- f. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Developer.
- g. If City sues to compel Developer's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Developer agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if the Developer subsequently resumes and completes the work.

10. RELATIONSHIP OF THE PARTIES

Neither Developer, nor any of the Developer's contractors, employees or agents, are or shall be deemed to be agents of the City in connection with the performance of Developer's obligations under this Agreement.

11. ASSIGNMENT

- a. Developer shall not assign this Agreement without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph a. shall be null and void and shall have no force or effect.
- b. The sale or other disposition of the Subdivision shall not relieve Developer of its obligations hereunder. If Developer intends to sell the Project, or any portion thereof, to any other person or entity, the Developer may request a novation of this Agreement and substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Developer may request a release or reduction of the improvement security furnished pursuant to this Agreement.

12. NOTICES

- a. All notices required or provided for in this agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City: Richland City Engineer
625 Swift Blvd. MS-26
Richland, WA 99352

If to the Developer: Siena Hills Development, LLC
1861 South Wells Avenue; Suite 210
Meridian, ID 83642

- b. Notice shall be effective on the date that it is delivered in person, or, if mailed, on the date of deposit in the United States mail.

13. ENTIRE AGREEMENT

This agreement constitutes the entire Agreement of the parties with respect to its subject matter. All modifications, amendments, or waiver of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

14. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

15. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington.

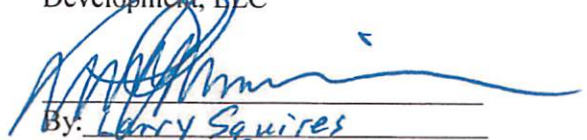
16. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date of recordation of the Final Plat for Siena Hills Phase 1, and shall remain in effect until expiration of the one (1) year warranty found in Section 3; provided, however, that Section 7 shall survive expiration of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereto duly authorized, as of the dates set forth below their respective signatures.

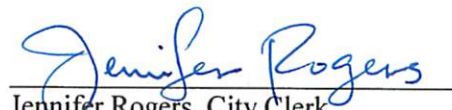
DEVELOPER – Siena Hills
Development, LLC


By: Larry Squires
Its: Manager
Date: September 7, 2021

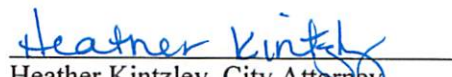
CITY OF RICHLAND


Jon Amundson, Interim City Manager

Attest:


Jennifer Rogers, City Clerk

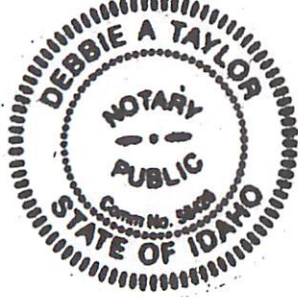
Approved as to Form:


Heather Kintzley, City Attorney

STATE OF Idaho WASHINGTON)
COUNTY OF Ada BENTON) ss.

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Larry Squires, Manager of **Siena Hills Development, LLC** known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as his/her free and voluntary act on behalf of Siena Hills Development, LLC for the uses and purposes therein stated.

Given under my hand and seal this 7th day of September, 2021.



Debbie A Taylor
Notary Public
Residing at: Kuna, ID
My commission expires 11/30/2023

STATE OF WASHINGTON)
COUNTY OF BENTON) ss.

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **Jon Amundson, Richland Interim City Manager**, known to me to be the same person whose name is subscribed to the foregoing **Security and Improvement Agreement**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland for the uses and purposes therein stated.

Given under my hand and seal this 9th day of September, 2021.



Toni Sue Clark
Notary Public
Residing at: Kennewick, WA
My commission expires 09/29/2021

Schedule A

SCHEDULE A

WORK TO BE COMPLETED PRIOR TO CITY APPROVAL OF FINAL PLAT			
Sanitary sewer system installed and functional			
Domestic water system installed and functional			
Storm drainage system installed and functional			
Street subgrade and base rock placed & compacted to grade			
Property pins placed around boundary of plat, including back yard corners			
Signed third party easements			
Building lots graded per approved grading plan			
WORK TO BE COMPLETED PRIOR TO BUILDING PERMIT ISSUANCE			
TYPE OF WORK	COST PER UNIT	LENGTH/SF	VALUE
Public improvements fronting building lots			\$
Top rock placed & compacted			\$
Concrete curb and gutter installed			\$
Paving of city streets			\$
Unobstructed access to water main/hydrant valves			\$
Sidewalk and pathway segments aside from building lots			\$
Property pins placed at all interior lot corners			\$
Centerline monuments installed by surveyor			\$
All disturbed soils stabilized to protect against erosion			\$
Sanitary Sewer Lift Station Wet Well Re-Coating	\$5,000	1	\$5,000
Sanitary Sewer Lift Station Electrical Panel/Energize	\$29,000	1	\$29,000
Sanitary Sewer Lift Station Generator	\$68,000	1	\$68,000
Sanitary Sewer Lift Station Mechanical Piping Install and Connections	\$1,500	1	\$1,500
Site Fencing for Ponds	\$18,000	2	\$36,000
Utility Paving Adjustments	\$150	36	\$5,500
Street Signage	\$36,000	1	\$36,000
Street lighting & circuit installed	\$2,975	29	\$86,284
WORK TO BE COMPLETED PRIOR TO RELEASE OF SECURITY FUNDS			
TYPE OF WORK	COST PER UNIT	LENGTH	VALUE
Punchlist Value	5000	1	\$5,000
Record Drawings	3500	1	\$3,500
Surveyor Information	1000	1	\$1,000
Total Value (All sections)			\$276,784
Total value X 150%			\$415,176



A Member of the Tokio Marine Group

Subdivision Bond
Faithful Performance

Bond No. PB12370400087

KNOW ALL MEN BY THESE PRESENTS: That Siena Hills Development LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Washington, as Surety are held and firmly bound unto The City of Richland in the sum of Four Hundred Fifteen Thousand One Hundred Seventy Six and No/100's Dollars (\$415,176.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, dated 9/1, 2021, with the The City of Richland to do and perform the following work, to wit:

Principal agrees to install and fully complete the designated sewer and monument improvements as described for Siena Hills Phase 1(the "Project").

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at 1649 Shoreline Dr., Suite 201, Boise Idaho this 27th day of August, 2021.

Siena Hills Development LLC

(Principal)

(Seal)

By: 

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By: 

Ellie Peck, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Ellie Peck and Jennifer Grenrod of Pinnacle Surety, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

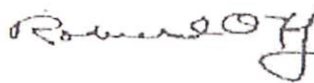
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

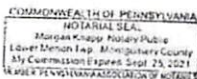
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of August, 20 21.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



A Member of the Tokio Marine Group

Subdivision Bond
Labor & Material

Bond No. PB12370400087

SUBDIVISION BOND

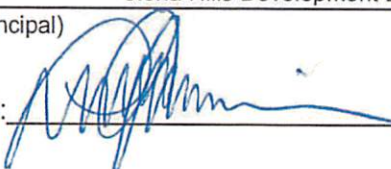
KNOW ALL MEN BY THESE PRESENTS: That Siena Hills Development LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Washington, as Surety are held and firmly bound unto The City of Richland in the sum of Four Hundred Fifteen Thousand One Hundred Seventy-Six and No/100's Dollars (\$415,716.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that, whereas the above-bounden Principal has entered into a contract, dated 9 , 1 , 2021 with the The City of Richland to do and perform the following work, to wit:

Principal agrees to install and fully complete the designated sewer and monument improvements as described for Siena Hills Phase 1(the "Project").

NOW, THEREFORE, if the above-bounden Principal shall pay all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED, DATED: August 27th , 20 21

Siena Hills Development LLC
(Principal) _____ (Seal)
By:  _____

Philadelphia Indemnity Insurance Company
(Surety) _____ (Seal)
By:  _____
Ellie Peck, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Ellie Peck and Jennifer Grenrood of Pinnacle Surety, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

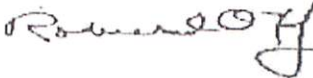
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

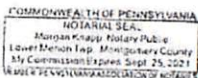
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)


Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

My commission expires:

Morgan Knapp
Bala Cynwyd, PA
September 25, 2021

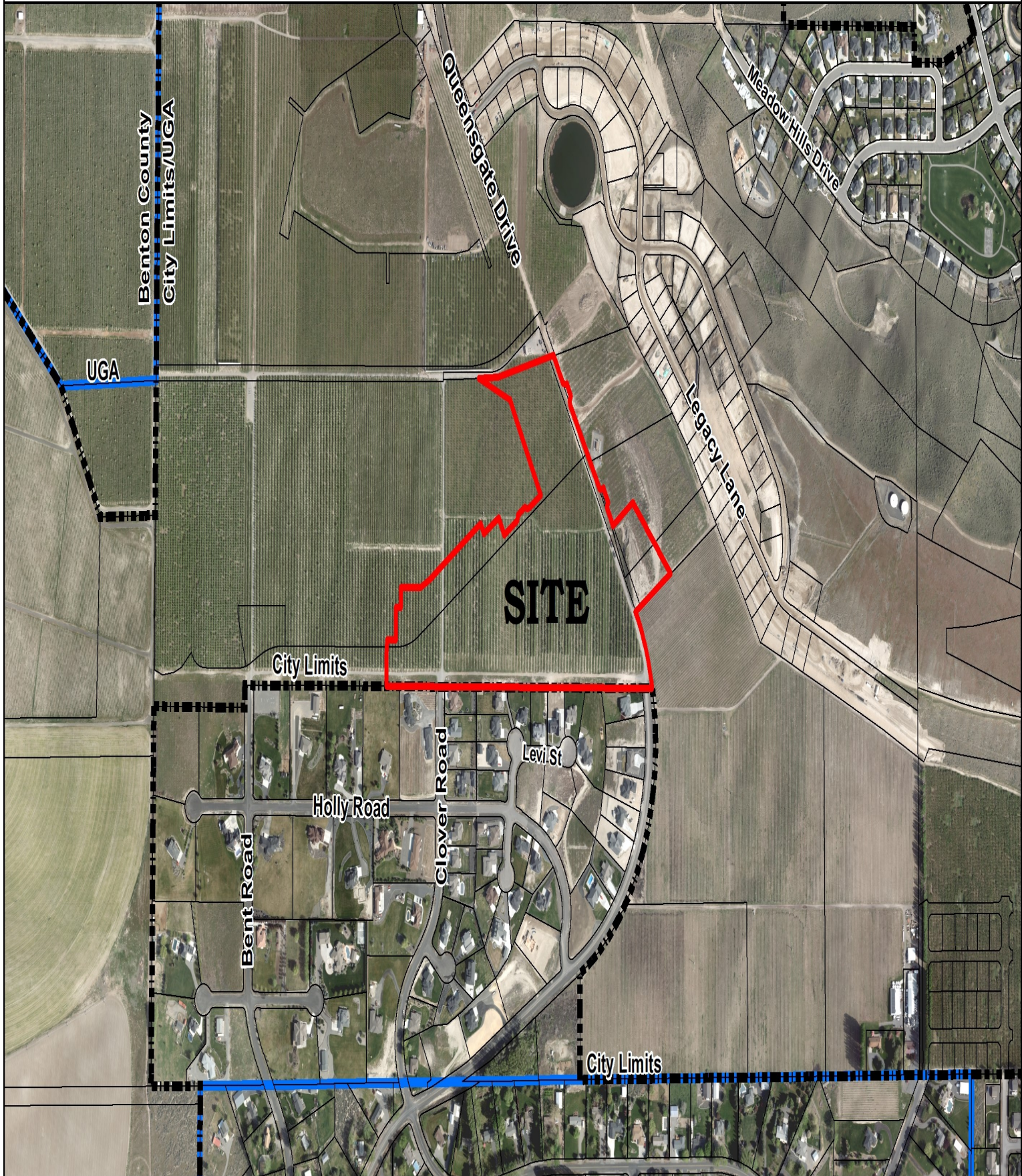
I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of August, 20 21.


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Vicinity Map

Item: Final Plat of Siena Hills Phase 1
Applicant: Siena Hills Development
File #: FP2021-108





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Lodging Tax Advisory Committee: Wendy Higgins and Douglas Sako

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Reappoint Douglas Sako to Position No. 1 and appoint Wendy Higgins to Position No. 2 on the Lodging Tax Advisory Committee.

Summary:

Lodging Tax Advisory Committee (LTAC) Position No. 1 currently held by Douglas Sako, and Position No. 2 currently held by Sara Davis, will expire on September 30, 2021.

The Lodging Tax Advisory Committee recommends the reappointment of Douglas Sako to Position No. 1, and the appointment of Wendy Higgins to Position No. 2. The term for both positions are two (2) years commencing immediately upon Council approval to and through September 30, 2023.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

I. LTAC Recommendation Memo 2021



MEMORANDUM

To: City Council

From: Lodging Tax Advisory Committee

Date: October 5, 2021

Subject: Recommendation for Appointments to the Lodging Tax Advisory Committee

Cc: Jon Amundson, Assistant City Manager
Hollie Logan, Communications & Marketing Manager

The Lodging Tax Advisory Committee (LTAC) Position Nos. 1 and 2 are due to expire September 30, 2021.

Two (2) applications were received as a result of recruiting for the vacant positions.

The LTAC recommends the reappointment of Douglas Sako to Position No. 1 and the appointment of Wendy Higgins to Position No. 2.

The term for Position Nos. 1 and 2 are two (2) years, commencing on October 1, 2021 through September 30, 2023.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Parks & Recreation Commission: Steve Sullivan

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Steve Sullivan to the remaining term of Position No. 3 on the Parks & Recreation Commission.

Summary:

On June 22, 2021, Eric Andrews submitted a letter of resignation to the Parks & Recreation Commission. Three (3) applications were received in response to advertising the vacant position. The Parks & Recreation Commission interview panel conducted interviews and recommends the appointment of Steve Sullivan to fill the unexpired term of Position No. 3.

The term for this position will expire March 31, 2022.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

- I. Parks & Recreation Commission Memo of Recommendation



MEMORANDUM

TO: City Council

FROM: Parks and Public Facilities Director, Joe Schiessl

THROUGH: Jon Amundson, Interim City Manager

DATE: September 24, 2021

SUBJECT: Parks and Recreation Commission Vacancy Interview Selection

A total of three (3) applications were received as result of advertising for the vacant Parks and Recreation Commission Adult Position No. 3.

Chair Gutierrez, Vice Chair Buelt, Council Liaison Kent and Staff Liaison Schiessl conducted the interviews of the candidates. Interview procedures were followed on Thursday, September 23, 2021, no conflict of interests was identified.

As a result of these interviews the recommendation is:

Position No. 3 Steve Sullivan

The term for the Adult Position No. 3 will expire March 31, 2022.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 10/5/2021

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 29-21, Approving the Links Residence at Horn Rapids Planned Unit Development

Department:
Development Services

Ordinance/Resolution Number:
29-21

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 29-21, approving the Links Residence at Horn Rapids Planned Use Development (PUD).

Summary:

The purpose of this application request is to authorize a Planned Unit Development to be known as The Links Residence at Horn Rapids. The proposed development consists of 54 new single-family townhome units within an area approximately 7.27 acres in size located west of River Valley Drive and south of the existing Horn Rapids Golf Course clubhouse.

The proposed development is intended to follow the current R-2S zoning standards with minimum lot sizes for one-family attached dwellings (townhomes) of 3,000 square feet, maximum lot coverage of 50%, and setbacks to property lines of 18 feet in the front, 20 feet in the rear and 6 feet on the side. The maximum height of each unit will be 30 feet, and each residential unit will contain 2-car garages as well as driveway parking. The typical lot size that has been proposed is 3,488 square-feet with an average lot size of 4,356 square-feet, which exceeds the 3,000 square foot minimum lot size allowed in the R-2S zone.

On May 10, 2021, the Richland Hearing Examiner conducted an open-record public hearing on the matter. The Hearing Examiner has recommended that the Richland City Council approve the request based on the criteria established under Chapter 23.50 RMC and with the conditions of approval included in the staff report and in the proposed Property Use and Development Agreement.

Since the last meeting, staff evaluated whether the established record supports the imposition of any additional conditions, and determined that it does not.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 29-21
2. PUD 2021-101 Staff Report
3. PUD2021-101 Additional Comments

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 29-21

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending the Official Zoning Map of the City by amending Section Map Nos. 4 and 10 so as to change the zoning designation of approximately 7.27 acres located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive upon a portion of Benton County Assessor Parcel No. 128082000001005 from Agriculture (AG) and Planned Unit Development (PUD) allowing for a 30-lot residential development (Ordinance No. 34-94) to Planned Unit Development (PUD) allowing for a 54-unit townhome development and preliminary PUD plan approval, contingent upon the recording of a duly executed, delivered, and accepted Property Use and Development Agreement.

Re: The Links Residence at Horn Rapids

WHEREAS, on May 10, 2021, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a preliminary Planned Unit Development (PUD) application and a petition to change the zoning of the property hereafter described as submitted by HJBT Properties LLC ("Petitioner"); and

WHEREAS, Petitioner also filed with the City of Richland, as the reviewing agency, a SEPA checklist indicating the expected environmental impact anticipated by such zone change and preliminary PUD plan; and

WHEREAS, on May 3, 2021, the City of Richland Planning Department reviewed the required SEPA checklist, assessed the environmental impact expected from the proposed land use actions, and issued a Determination of Non-Significance (DNS) pursuant to Chapter 43.21c RCW, the State Environmental Policy Act (SEPA)(see EA 2020-133); and

WHEREAS, on August 16, 2017, the Richland Hearing Examiner recommended approval of the requested rezone and approval of the preliminary PUD plan, subject to numerous conditions; and

WHEREAS, the Richland City Council has considered the recommendations and reports submitted in the record, and all comments and arguments made to it at the open-record public hearing and reiterated at the closed-record public hearing.

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

Section 1. The findings of fact and conclusions of law contained in the Richland Hearing Examiner's Report dated August 16, 2021, attached hereto as **Exhibit A** and incorporated herein by this reference, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Planned Unit Development (PUD) when consideration is given to the interest of the general public.

Section 3. Contingent upon the recording, as provided in Section 6 hereof, and within 90 days of passage of this Ordinance, of a duly executed, delivered and accepted *Property Use and Development Agreement* substantially in the form attached hereto as **Exhibit B** by Petitioner for rezone and preliminary PUD plan approval of the property identified as The Links Residence at Horn Rapids, restricting the use and development of such property and providing for Planned Unit Development (PUD) of the approximate 7.27-acre site, more specifically described as follows:

7.27 acres located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive upon a portion of Benton County Assessor Parcel No. 128082000001005

such land is rezoned from Agriculture (AG) and Planned Unit Development (PUD) allowing for a 30-lot residential development (Ordinance No. 34-94) to Planned Unit Development (PUD) allowing for a 54-unit townhome development.

Section 4. Title 23 of the Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title are amended by amending Section Map Nos. 4 and 10, which are two (2) of a series of maps constituting the Official Zoning Map of the City of Richland, as shown on the attached Section Map Nos. 4 and 10 bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City of Richland.

Section 5. Upon receipt of a duly executed *Property Use and Development Agreement* as contemplated in Section 3 herein, the City Manager is authorized to execute the same for and on behalf of the City, and to file said document with the City Clerk.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Maps No. 4 and 10, duly certified by the City Clerk as a true copy, together with **Exhibit A** (Richland Hearing Examiner's Report) and **Exhibit B** (the duly executed *Property Use and Development Agreement*).

Section 7. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 8. 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 9. 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 ____ day of _____, 2021.

Ryan Lukson, Mayor

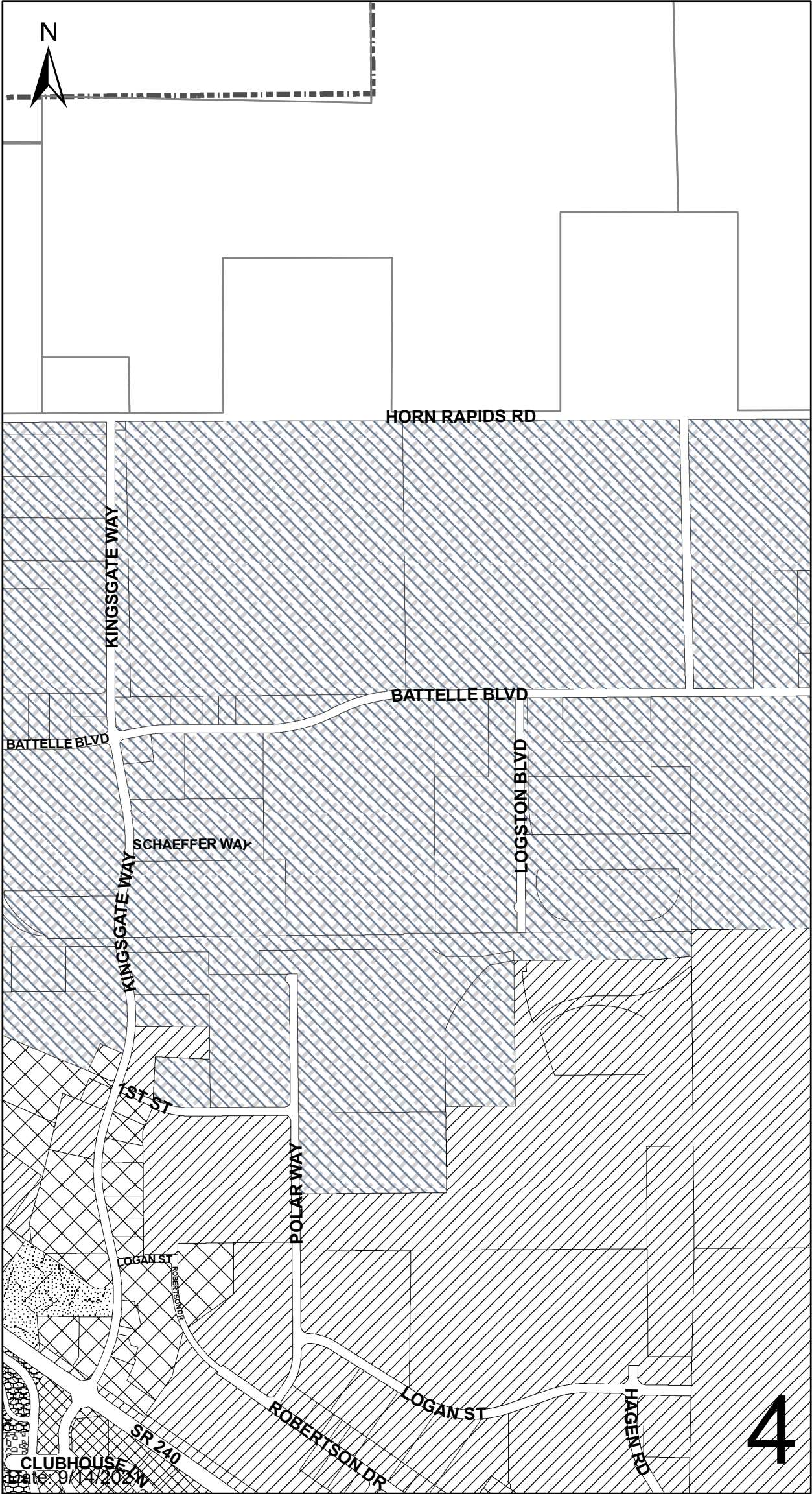
Attest:

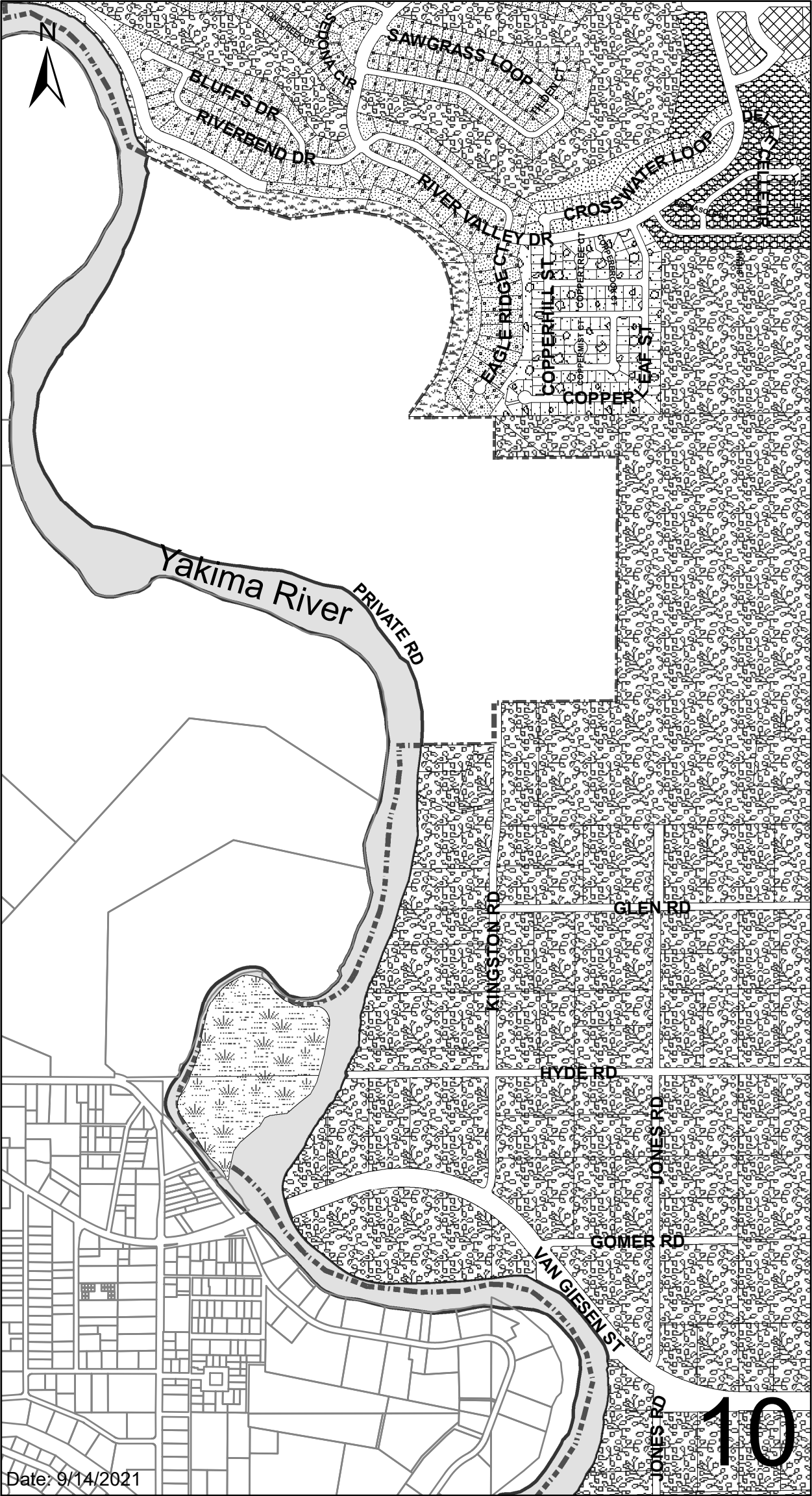
Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____







**BEFORE THE HEARING EXAMINER
FOR THE
CITY OF RICHLAND**

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“THE LINKS RESIDENCE AT HORN RAPIDS”
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

FILE NUMBER: PUD2021-101

APPLICANT: HJBT PROPERTIES
*(BRAD REW AND THERA REW, LISTED AS THE APPLICANTS ON THE SEPA
CHECKLIST, AND SERVED AS APPLICANT REPRESENTATIVES AT HEARING)*

APPLICATION: 54-UNIT PLANNED UNIT DEVELOPMENT (PUD) ON A 7.27-ACRE SITE

LOCATION: IN THE HORN RAPIDS COMMUNITY IN THE NORTH PART OF THE CITY OF
RICHLAND, ON A SITE GENERALLY ADDRESSED AS 2800 CLUBHOUSE LANE,
ALONG THE EASTERN BOUNDARY OF THE 18TH HOLE OF THE HORN RAPIDS
GOLF COURSE AND SOUTH OF THE EXISTING PRO SHOP.

PARCEL NUMBER: A PORTION OF BENTON COUNTY ASSESSOR PARCEL No. 128082000001005

REVIEW PROCESS: TYPE IIIA, PRELIMINARY PLANNED UNIT DEVELOPMENT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: AUGUST 16, 2021

I. CONTENTS OF RECORD.

All exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the Department, and may be examined or reviewed by contacting the City's public records officer.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding "The Links Residence at Horn Rapids" – Planned Unit Development, File No. PUD2021-101, dated May 10, 2021 (25 pages);

***NOTE:** *Staff assembled the Staff Report and all exhibits received before the Staff Report was issued into a single .pdf file, which numbers 563 pages. Additional written comments and records were submitted after the Staff Report was issued and were transmitted to the Examiner for his consideration and review. These later records are also included in the record, but are not part of the same .pdf file. Where possible, and for the reader's convenience, the Examiner refers to specific documents by the page numbers where they can be found in the .pdf file.*

1. PUD Application Materials (.pdf pages 28-277);
2. Ord. No. 34-94 (.pdf pages 278-288);
3. Public Notices and affidavits confirming same (.pdf pages 289-296);
4. SEPA Determination of Non-Significance (DNS), and copy of the applicant's completed Environmental Checklist for the proposed PUD (.pdf pages 297-310);
5. Written comments, including those submitted after the Staff Report was issued but before the public hearing concluded (before Staff Report was issued, see .pdf pages 311-551; copies of all written comments offered after such time were transmitted to the Examiner and are maintained by the Department, and are available for review in electronic form). The Examiner's review of all written comments shows that the overwhelming majority of written comments support the pending application, with opposition coming in much smaller numbers, mostly from adjacent property owners with requests for modifications that would serve their personal interests; and
6. Golf Course Restrictive Covenant, deemed unenforceable by the City Attorney (.pdf pages 552-563; See letter to Mr. Rew from City staff explaining why covenant is unenforceable, on .pdf page 512; Testimony of Mr. Stevens; Staff Report, discussion on pages 9 and 10).

Testimony/Comments: The following persons were sworn and provided testimony under oath during the open-record hearing:

1. Mike Stevens, Planning Manager, for the City of Richland;
2. Brad Rew, for the applicant, HJBT Properties, an entity formed by members of the Rew family, and one of the applicant's two representatives at the public hearing;
3. Thera Rew, for the applicant, HJBT Properties, and one of the applicant's two representatives at the public hearing;
4. Terrie Marshall, local resident, asserted that restrictive covenant protected all Horn Rapids property owners, runs with the land, and that R2 zoning concerns her, written comment on .pdf page 437;
5. Michele Stewart, local resident, lives on 6th home down Crosswater Loop just south of the proposed PUD, expressed concerns that applicant did not follow through on working with neighbors, concerns about losing golf course view, concerns about impacts on her property value;
6. Michele Rusk, an attorney with the Foster Garvey law firm, appeared to speak on behalf of several neighboring property owners, summarized arguments and comments provided in firm's letter already included in the record as part of Ex. 5 (.pdf pages 490-496), and another letter from the same firm dated May 8th, with 27 pages including attachments, added to Ex. 5, requested modifications to eliminate lots 19-32 that run along the part of the PUD closest to existing houses on Crosswater Loop, preserve the man-made pond, and create/preserve a view corridor to the golf course from homes along Crosswater Loop.
7. Steve Lorence, lives along Crosswater Loop, submitted numerous written comments and questions included as part of Ex. 5 generally opposing the proposal, emphasized the need to preserve the pond, says the fence is laughable, submitted a short video showing backyard views from some of the Crosswater Loop homes just south of the proposal;
8. Carol Libby, lives along Crosswater Loop, expressed concerns that the golf course frontage she purchased will be changed by this project, that 2-story homes will be close to her house, generally opposed new homes near her existing house, written comment letter included on .pdf page 417-418;
9. Laurie Baird, lives on Crosswater on other end, expressed concerns as to why the validity of the restrictive covenant was not discussed years ago, concerns with zoning, how the properties will be developed, parking;
10. Stew Stone, a former owner of Horn Rapids golf course, expressed concerns that intent of the restrictive covenant is not followed, noted that he was not opposed to development but feels that this proposal has too many units and that 40 units would be ok, asked that a development agreement be used to mandate that most funds derived from development on the site would be used for golf course redevelopment and the like, written comment letter dated May 7th with numerous attachments included as part of Ex. 5;
11. Steve Norton, local resident, lives in the Prestwick development, another part of the Horn Rapids community, is fully supportive of the project, written comment in support found on .pdf pages 451-452;
12. Tim McLain, Crosswater Loop resident, wants greenbelt to protect views, expressed concerns that he paid a premium for his golf course views and this project could impact his property value, requested modifications similar to those outlined by Ms. Rusk, written comment letter dated May 9th included as part of Ex. 5;
13. Tom Rickey, lives on Crosswater, but not a client of Ms. Rusk, noted that 900+ local residents like the proposal, and about 8 homeowners do not, and that those 8 owners bear

- the brunt of the project, so he wants to see some compromise, written comment found on .pdf page 477;
14. Louise Peters, lives in second home in on Crosswater, expressed concerns that proposal will impact her views onto the golf course, suggested that the applicant added units instead of lowering the total number after saying that compromise was possible, written comment appears on .pdf page 461;
 15. Eileen Griffin, local resident, Prestwick homeowner, but lives outside the 300-foot notice area, heard about project, she's a runner in the area, expressed general concerns about traffic, crowding where the pool and other activities are located, listed as Prestwick resident opposing the project on May 6th comment letter from group of Prestwick Homeowners, included as part of Ex. 5;
 16. Lucy Yang, lives along Crosswater abutting the proposal, expressed concerns that she would experience a financial loss if the project is built, asked for modifications including preservation of the pond, other protections for existing homeowners;
 17. Gary Varner, noted that traffic studies for the Horn Rapids community already assumed thousands of new homes, so no new study is needed, and that the ponds are not natural, noted that project should benefit the community.

II. APPLICABLE LAW.

Review Process: Under applicable provisions of the Richland Municipal Code (RMC), a preliminary planned unit development (PUD) application is subject to review as a Type IIIA procedure, where the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. (*RMC 19.20.010(D)(2)*).

Approval Criteria for PUD. After considering Staff's recommendation and all information included in the record from the open record hearing process, the Hearing Examiner is authorized to recommend to the city council that the Preliminary PUD application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

RMC 23.50.040(B).

Burden of Proof. The burden of proof rests with the applicant, and the application must be supported by a preponderance of evidence demonstrating 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. (*RMC 19.60.060; HEx Rules of Procedure, Sec. 3.08 Re: Burden of Proof*).

III. ISSUE PRESENTED.

Whether a preponderance of evidence in the record demonstrates that the applicant has met its burden to show that the pending application satisfies the City's criteria for preliminary PUD approval?

Short Answer: Yes.

Based on all the evidence, testimony, codes, policies, regulations, environmental documentation, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the preliminary PUD as set forth below.

IV. FINDINGS OF FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.
2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying PUD application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

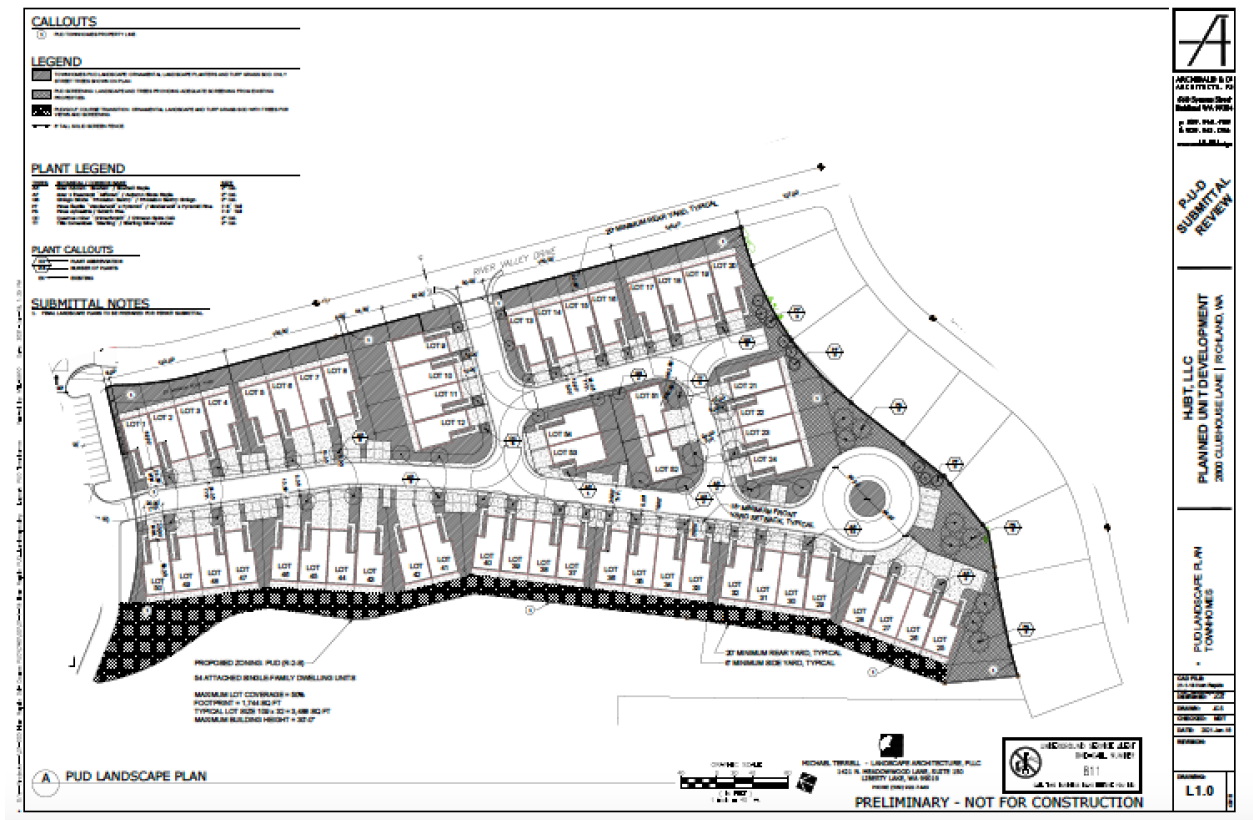
Project description and Summary of Proceedings.

3. HJBT Properties, an entity formed by members of the Rew family (including the applicant's primary hearing representatives Thera Rew and Brad Rew), is the project applicant and owner of the property at issue in this matter. In December of 2020, the applicant submitted an application for a 54-unit Planned Unit Development (PUD), which was placed on hold until updated information was received after an initial review by City staff. (*Ex. 1, application; Staff Report, page 2*). The applicant provided additional information to complete their application in February, and Staff issued public notices in accord with City practices in March and April of this year, inviting comments from relevant agencies, surrounding property owners, and interested members of the general public. (*Exhibit 3, Notices and confirmation materials; Staff Report, pages 6 and 7*).

4. The City received well over 100 written comments from the general public and government agencies before the Staff Report was issued in May, with another dozen or so of written comments submitted at or before the public hearing. (*Staff Report, page 7; Ex. 5, copies of all written comments*). The large majority of written comments supported the pending PUD application (about 105 comments), with about 30 people opposing the project, mostly residents of homes along Crosswater Loop to the south of the project site, and some residents in the Prestwick neighborhood who are near portions of property where parking lot improvements that are not included as part of this PUD approval process might occur at some point in the near future, subject to other City approvals.
5. The proposed PUD would authorize development of a 7.27-acre site with 54 new single-family townhome units.
6. The project site is part of the Horn Rapids community in the northern part of the City of Richland. It is situated just west of River Valley Drive, north of homes abutting the north side of Crosswater Loop, south of the existing Horn Rapids Club House, and east of the fairway for the 18th hole of the Horn Rapids Golf Course. To the southeast, an existing Planned Unit Development known as Horn Creek has already been developed with townhomes, with a development pattern generally similar to that proposed in this application. (*Staff Report, pages 3 and 11; online review of aerial mapping; Existing site conditions, depicted on pages 261 and 269 of the .pdf file*).

Public Hearing testimony, discussion of main comments.

7. The open-record public hearing for the application occurred on May 10, 2021, using the Zoom audio/video platform coordinated by City staff, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed PUD. The Examiner has visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, multiple times over recent years in connection with other development applications in the Horn Rapids area, and reviewed online mapping resources, showing aerial views of surrounding properties and development patterns in the area.
8. For the reader's convenience, a copy of the proposed PUD site plan with landscaping features is provided below (*Ex. 1, Drawing Sheet L1.0, PUD Landscape Plan, showing Townhomes, appears on page 262 of the .pdf file*):



9. At the hearing, Mr. Stevens summarized his Staff Report and recommendation of approval for the proposed PUD.
10. The proposed PUD is designed to conform with R-2S zoning standards, as the project site is designated for medium density residential development in the City's Comprehensive Plan. (*Staff Report, pages 4 and 7*). Opposition comments challenging the overall density of the proposed residential development and the proximity of proposed new townhomes to existing houses were unsupported by facts or authority that would serve as a basis to deny or modify the proposed PUD, as the layout complies with height limits, setbacks, lot sizes, and other standards for other medium density zoned developments (R-2S zone in this case) throughout the City. (*See standards for the R-2S zone in the chart at RMC 23.18.040, captioned "Site requirements for residential use districts"; Staff Report, pages 4 and 7, explaining how PUD is designed to satisfy R-2S standards*).
11. The Examiner finds and concludes that the proposed PUD is designed to comply with development standards for properties the R-2S zone, so it includes peripheral treatment features that ensure a proper transition between the proposed PUD residential uses (residential townhomes) and nearby external uses and developments, which, as noted elsewhere, already includes a mix of residential developments including one full of recently constructed residential townhomes similar to those proposed in this application. These

design features, including without limitation townhomes that meet height standards, setbacks, lot size, and other standards for medium density zoned developments throughout the city and on surrounding properties, a fence and substantial landscaping placed between existing single family yards and new lots in the PUD, all comprise a preponderance of evidence that demonstrates how this proposal fulfills the second PUD approval criteria, found at RMC 23.50.040(B)(2), which reads: “Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments.”

12. Multiple local residents testified at the public hearing, and many more submitted written comments regarding the proposed PUD. The Staff Report credibly summarizes design considerations and proposed conditions that will ensure the proposed PUD meets relevant city development regulations and will not result in probable significant adverse impacts on surrounding properties. The bulk of opposition comments focused on mixed questions of fact and law, most of which were not addressed in the Staff Report, so the following portions of this Recommendation summarize key facts and legal authority that rebut the main arguments raised to question or oppose this PUD application.
13. RMC 24.20.070, captioned “Capacity for future developments”, reads as follows: *“The capacities and dimensions of water, sewerage, drainage, and street facilities shall be adequate to provide for the future needs of other undeveloped properties in the general vicinity and the city may share in the cost of these improvements to the extent of the difference in cost between the capacities needed to serve the subdivision and the capacities required to serve the vicinity.”*
14. The Examiner finds that the street network and utilities in the Horn Rapids community have been installed, created or designed to meet city standards, with capacity and available connections or extensions to provide for the future needs of other undeveloped properties in the general vicinity, specifically including the property at issue in this matter. *(Staff Report; Site visit; Previous SEPA reviews and Traffic Analysis for the Horn Rapids Master Planned Community)*.
15. Comments implying that the new development will result in traffic that is unacceptable to some area residents, that it could cause congestion near an existing swimming pool or parking lot and the like, were all offered without any engineering or Level of Service standard to support such claims. Speculative and unsupported personal opinions from neighboring property owners cannot serve as a basis to deny the pending application, which conforms to city-assigned density and land use goals found in the Comprehensive Plan and development standards for the site.
16. The pending PUD application falls below the density that could be achieved under the medium density options assigned to the property in the City’s Comprehensive Plan. General comments requesting a separate environmental impact statement for the project were not supported by any evidence that would invalidate the unrebutted environmental and traffic studies used to generate the Horn Rapids master plan approval. *(The Examiner takes official notice of the Environmental Impact Statement, Addendum, and supporting traffic studies,*

generated in connection with the Horn Rapids Master Planned Community, including without limitation the EIS Addendum included as part of the recent Preliminary Plat of Quail Ridge II, Phases 1-3 application, File No. S2021-106, which is also included in the Horn Rapids community).

17. An EIS would be appropriate if an applicant sought to develop a property in a manner that exceeds the assigned density under applicable zoning standards or requested to use the property for some purpose other than residential uses, like retail, office or other activities that might generate traffic counts in excess of those anticipated for single family residential densities and uses. That is not the case here, so the proposed PUD satisfies city and state transportation concurrency requirements.
18. The Rules of Procedure for the Richland Hearing Examiner explain that the Examiner is not to be concerned with the popularity of a matter presented but whether it meets the requirements of the applicable code, policy or regulation. The examiner's decision or recommendation must be based on the record of the proceedings before the examiner. *(Richland Hearing Examiner Rules of Procedure, Introduction, at page 2)*. In this matter, the overwhelming majority of written public comments support the proposed PUD, whereas the majority of public comments in the public hearing itself questioned, opposed, or sought substantial modifications to the project. In the end, the facts and law applicable to this application support its approval, subject to conditions recommended by staff.
19. The applicant completed and submitted a SEPA Environmental Checklist as part of its application materials, a copy of which is included twice in the record as part of *Exhibits 1 and 4*. *(SEPA Checklist appears beginning on page 39 and page 298 of the .pdf file)*. After reviewing the checklist and other application materials, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the project on or about May 3, 2021, a copy of which is included in the record as *Exhibit 4*. *(Ex. 4, on page 297 of the .pdf file)*.
20. Several opposition comments generally alleged that a man-made pond should be viewed as a wetland, that existing golf course views for some Crosswater Loop homeowners should be protected, and that other project details necessitate further environmental review. None of these concerns were supported by a preponderance of evidence or legal authority to show that the project will result in probable, significant environmental impacts. Thus, the DNS stands un rebutted for purposes of issuing this recommendation.
21. While the city's code does not provide for appeals of SEPA threshold determinations to the City's Hearing Examiner, as is the case in many Washington jurisdictions, the standards for how and when a Washington court would overturn a SEPA threshold determination, such as the DNS issued for this proposal, are worthy of consideration. To successfully overturn a SEPA DNS, a challenger must present actual evidence of probable significant adverse impacts of the Project. *Boehm v. City of Vancouver*, 111 Wn.App. 711, 718-719, 47 P.3d 137 (2002). A "clearly erroneous" standard applies when reviewing SEPA threshold determinations made by local and state governmental entities, such as the DNS issued for

this project. *King Cty. v. Washington State Boundary Review Bd. for King Cty.*, 122 Wn. 2d 648, 661, 860 P.2d 1024 (1993). A challenged DNS may be reversed if, although there is evidence to support it, the reviewing authority is left with the definite and firm conviction that a mistake has been committed. See *Norway Hill Pres. & Prot. Ass 'n v. King County Council*, 87 Wn.2d 267, 274, 552 P.2d 674 (1976). In reviewing a SEPA threshold determination, a reviewing authority must first determine whether "environmental factors were considered in a manner sufficient to amount to prima facie compliance with the procedural requirements of SEPA." *Sisley v. San Juan County*, 89 Wn.2d 78, 84, 569 P.2d 712 (1977) (quoting *Juanita Bay Valley Com. v. Kirkland*, 9 Wn. App. 59, 73, 510 P.2d 1140 (1973)).

22. Procedural determinations by the City's SEPA responsible official, like the SEPA DNS threshold determination made for this proposal, shall be entitled to substantial weight in any subsequent proceedings. Such deference is mandated by Washington caselaw, including *Anderson v. Pierce County*, 86 Wn. App. 290 (1997) (holding that substantial weight is accorded to agency threshold determinations), and is required by *WAC 197-11-680(3)(a)(viii)* ("Agencies shall provide that procedural determinations made by the responsible official shall be entitled to substantial weight."), which provision is adopted by reference as part of the City's municipal code. (*RMC 22.09.200*).

Views across a neighboring property are not protected by city codes or Washington caselaw.

23. Several local residents raised general view loss concerns, like views across the mostly vacant project site out towards portions of the golf course in the distance being altered by the presence of new townhomes, new road surfaces to access such homes, the loss of a man-made pond, and general feelings about a loss of adjacent open space. These concerns do not serve as a basis to reject the proposal. In fact, evidence in the record firmly demonstrates how alleged aesthetic and view impacts were considered and included as part of the design for the project. Landscaping will be concentrated along the portions of the project site that touch upon existing single family lots, and as required by city codes, a fence will be installed to provide an additional level of privacy and separation from the new PUD. While some neighbors will be able to see changes in their views onto the golf course, none will be significant, largely because the entire project has been designed to comply with applicable bulk and scale standards found in city codes. The project opponents cannot dispute that Richland city codes do not provide protection for general views from one property onto another. Comments opposing the project or seeking major modifications based on personal view considerations were not sufficiently supported and should be rejected.
24. In Washington, a person has no property right in the view across their neighbor's land. A constitutionally protected property interest exists when a plaintiff demonstrates that he or she possesses a "legitimate claim of entitlement" under the law. *Bd. of Regents of State Colls. v. Roth*, 408 U.S. 564, 577, 92 S. Ct. 2701, 33 L. Ed. 2d 548 (1972). Here, the Richland Municipal Code does not grant adjoining property owners a claim of entitlement in the protection of their views; the code does not require the city to deny a permit or other project

application that might impair private views of lands beyond a landowner's property boundaries. Thus, any potential constitutional due process claims alleging view loss should fail.

25. The criteria for approval of a PUD does not include analysis of views of the proposed development from adjacent properties, nor do City regulations protect the views from adjacent properties other than any view protection that may result from compliance with applicable building height limits, setback requirements, and other bulk and density standards for the property. More significantly, the proposed PUD has been designed in full compliance with medium density residential development standards and includes fencing and substantial landscaping in areas abutting adjacent residential lots, all of which comprise adequate peripheral treatment considerations that ensure a proper transition between the PUD and nearby uses and developments.
26. Washington case law is very clear that there is no view protection in common law; nor are general views from a neighbor's property onto an adjoining property protected in City Codes at issue in this matter. See *Asche v. Bloomquist*, 132 Wn. App. 784, 133 P.3d 475, 2006 Wash. App. LEXIS 434 (Div. II, 2006). Simply put, project opponents do not have a common law right in a view across their neighbor's property. Any arguments based on assertions to this effect must be rejected.
27. As discussed elsewhere in this Recommendation, the Richland Municipal Code imposes height and size limitations on the construction of residential structures, like the townhomes proposed in this PUD application. Some comments and hearing testimony generally asserted that the new structures may be too tall or too close to their property, that new paved areas for roads and turnaround purposes will be closer than they prefer, and that the new development will somehow interfere with their preferred aesthetic and previous views out into a mostly vacant and undeveloped site and then onto the adjacent golf course itself. While not a perfect comparison, the Washington Supreme Court decision in *Durland v. San Juan County*, 182 Wn.2d 55, 340 P.3d 191 (2014), is persuasive authority on some issues raised in this application process. Durland argued that county building codes about the height and size of a proposed garage on a neighboring property created a property interest because they were intended to protect neighbors' views of the water. The Supreme Court rejected Durland's arguments, because the local codes did not contain mandatory language requiring the jurisdiction to consider neighbors' views of the water before issuing building permits for garage construction on nearby properties. Similarly, the neighbors in this matter directed attention to no city code provisions that would essentially serve as a basis to consider their preferred aesthetic for structures or developments that can be viewed from their house.

Arguments that man-made pond should be preserved or protected as a regulated wetland.

28. There is no credible dispute that the pond located on a portion of land adjacent to lots along Crosswater Loop is man-made and fed with water from garden hoses that originate on neighboring private property(ies). There is also no credible dispute that the pond is lined, to retain water in an otherwise non-wetland area.

29. Several neighbors strongly assert that the pond should be protected or preserved, or that additional environmental review should be required to address the pond on the applicant's property.
30. The City's definition of "wetland" mirrors the state wetland definition, and reads as follows:
- "Wetland" or "wetlands" "refers to areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands or wetland areas preserved as mitigation for the conversion of wetlands. (RMC 22.10.040 (*emphasis added*); WAC 197-11-756(2)).
31. Based on un rebutted evidence in the record, the Hearing Examiner finds and concludes that the pond on the applicant's property is a man-made artificial pond that serves as a landscape amenity enjoyed by some neighbors who intentionally created and/or maintain the pond on a portion of the applicant's nonwetland property. As such, the pond does not fall within the City's definition of "Wetland" or "wetlands" that are subject to protection under various state and local regulations. Accordingly, any arguments opposing the proposed PUD based upon, or seeking special protections for, the artificial pond on the applicant's property, must be rejected.

Restrictive Covenant is unenforceable as a matter of law.

32. The Staff Report summarizes events leading up to an agreement between the City of Richland and previous Horn Rapids property owners, which resulted in a 2005 legal instrument that was recorded without a legal description. The document is identified as a Declaration of Restrictive Covenant, purportedly limiting use of the Horn Rapids Golf Course property for an 18-hole golf course, clubhouse and related facilities. (*Ex. 6; Staff Report, discussion on pages 9 and 10*).
33. In 2020, the Richland City Attorney found that the restrictive covenant is unenforceable, because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void. (*Staff Report, discussion on page 10; Testimony of Mr. Stevens*).
34. Numerous public comments included in the record oppose the PUD or seek major modifications relying on terms in the Covenant deemed unenforceable by the City Attorney, because it failed to include a legal description.

35. No one submitted any evidence into the record showing that a legal description was included and recorded along with the Covenant in question. Based on the absence of a legal description, the Examiner finds and concludes that the Covenant, included as Exhibit 6, is unenforceable and void as a matter of law.
36. To comply with the statute of frauds, "a contract or deed for the conveyance of land must contain a description of the land sufficiently definite to locate it without recourse to oral testimony, or else it must contain a reference to another instrument which does contain a sufficient description." *Berg v. Ting*, 125 Wn.2d 544, 886 P.2d 564, 1995 Wash. LEXIS 1, citing *Bigelow v. Mood*, 56 Wn.2d 340, 341, 353 P.2d 429 (1960), favorably cited in *Halbert v. Forney*, 88 Wn. App. 669 | 945 P.2d 1137 | 1997 Wash. App. LEXIS 1209.
37. Arguments by some local residents to the effect that the Covenant should be revived or reformed are without merit and contrary to applicable caselaw on the subject. Reformation is not appropriate where, as here, "the agreement expresses the intent of the parties, but the legal description is...incomplete." See *Sea-Van*, 71 Wn.App. at 543(quoting *Williams v. Fulton*, 30 Wn. App. 173, 176-77, 632 P.2d 920, review denied, 96 Wn.2d 1017 (1981)). In this instance, not only is the legal description incomplete, it is entirely absent among the papers recorded with the County.
38. Several public comments allege that the Covenant should be enforced based on allegations that an "equitable servitude" should apply to the applicant's property, so limitations should be applied to the PUD site to prohibit residential development, or to require significant modifications that satisfy aesthetic preferences of neighbors, especially those asserting view protection and pond preservation arguments. However, language in the text of the Covenant itself establishes that such arguments are without merit and must be rejected.
39. Language in the invalid covenant serves as a legal barrier to any claims that might be asserted by third-party beneficiaries, like neighboring property owners who may assert claims for relief, including without limitation any lawsuit seeking to impose an equitable servitude on the golf course property owners. For example, sections 3 and 5 of the covenant make it crystal clear that the City holds the right to enforce the declaration, and that the instrument "shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto." These portions of the covenant are republished below:

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

40. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, satisfies all applicable PUD approval criteria.
41. Denial of the pending application would run counter to city comprehensive plan provisions, zoning regulations, and relevant development standards in effect at the time a complete application for the proposed PUD was submitted. Zoning, density, environmental, transportation concurrency and other requirements needed for approval have all been satisfied as discussed herein.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

42. RMC 23.04.020 explains that: *“The general purpose of this title [Title 23, the City’s Zoning Regulations, including PUD provisions found in RMC 23.50] is to protect and promote public health, safety, morals, and general welfare through a well considered plan for the use of land”* and that *“It implements the comprehensive plan for the city of Richland adopted by Ordinance 26-97, passed October 6, 1997. It classifies land within the city into various land use zones each with appropriate zone designations and within each zone this title limits the use of land and limits the height, size, use and location of buildings and structures, and requires space for off-street parking. The economic stability of land use areas and conservation of building values are promoted and protected thereby.”* Further, *“Its provisions are designed to provide adequate light, air and access, to secure safety from fire and other dangers and to avoid excessive concentration of population in order to lessen traffic congestion, and to facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.”* (emphasis added).
43. The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s zoning regulations, which include PUD provisions, found in Title 23 of the Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed PUD (as conditioned herein) with the city’s development regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. (See Staff Report, all Findings).
44. No one presented any credible, preponderance of evidence to rebut City staff’s determination explained in the Staff Report that the proposed PUD meets all applicable approval criteria.

45. The applicant's submittals and the Staff Report establish that some aspects of the new PUD will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, construction of new roads, peripheral treatment features including a fence and attractive landscaping on a site that some described as an eyesore, and other features that will serve to promote health benefits of a walkable, appropriately connected development that enhances the general appearance and viability of the Horn Rapids Golf Course community.
46. The Examiner takes official notice of prior development approvals issued in the Horn Rapids Community and other sites in an officially designated "EPZ", as supported by a written comment letter from the Benton County Emergency Management office (also known as BCEM, or BCES). (*Ex. 5, written comments, including copy of BCEM email comment to Mr. Stevens*). The entire area of the Horn Rapids Master Planned Community is located within the 10 mile Emergency Planning Zone (EPZ) for the Columbia Generating Station. This area is designated as Section 3B of the Emergency Planning zone, and as such may be subject to evacuation in the event there is a radiological emergency at the Columbia Generation Station, and other development requirements may apply, including those mandated by Benton County Emergency Management officials. Currently, the BCES website includes the following message regarding residents living within the EPZ: "*Tone Alert Radios - Residents within the EPZ in Benton County with special notification needs have Emergency Tone Alert Radios. These radios would be turned on automatically by a signal transmitted just before an EAS message is broadcast. If you have special notification needs and live within one of the Hanford EPZ and do not have a tone alert radio or have questions regarding their use, call us at 509-628-2600.*" To assure consistency with previous development approvals issued for projects located in the 10-mile EPZ, the Development Services Manager should be empowered to include alarms, signals, speakers, special signage, or other notification devices or strategies as part of the building permit review and approval process, all in consultation with Benton County Emergency Management officials to identify and utilize current best practices and devices as appropriate.
47. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.¹

Sufficient evidence demonstrates the proposed project, as conditioned, satisfies approval criteria.

48. Based on previous findings and evidence included in the record, the Examiner finds and concludes that the applicant met its burden to produce a preponderance of evidence demonstrating that, as conditioned, the proposed PUD: 1) will be compatible with nearby developments and uses; 2) includes sufficient and appropriate peripheral treatment features,

¹ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

including substantial landscaping, fencing, and an overall project layout, that ensures proper transition between the PUD with its residential uses and nearby external uses and developments, that are mostly residential; 3) the proposal will be consistent with the City's Comprehensive Plan and with the purpose of the PUD district; and 4) the development can be completed within a reasonable period of time (in fact, almost no one disputed this fact), thus satisfying all four approval criteria for a PUD found in RMC 23.50.040(B).

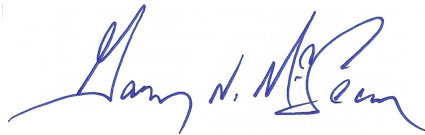
V. CONCLUSIONS OF LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed PUD, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the PUD meets the standards necessary to obtain approval by the City Council.
2. The proposed conditions of approval as set forth in the Staff Report are reasonable, supported by the evidence, and capable of accomplishment.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VI. RECOMMENDATION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's previous site visits to the area, **the undersigned Examiner recommends that the City Council APPROVE the "The Links Residence at Horn Rapids" Preliminary Planned Unit Development (PUD)** application, subject to the proposed Conditions of Approval included in the Staff Report, as supplemented in this Recommendation, which are adopted herein by reference.

Recommendation issued: August 16, 2021.



Gary N. McLean
Hearing Examiner for the City of Richland

EXHIBIT B

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the CITY OF RICHLAND, a Washington municipal corporation and HJBT PROPERTIES LLC, a Washington limited liability company ("Petitioner").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Richland is currently entertaining an application by Petitioner for a change of zone affecting approximately 7.27 acres of Benton County Tax Parcel No. 125082000001005 located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive (hereinafter the "Property") and more particularly described in Ordinance No. 29-21.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Agriculture (AG) and Planned Unit Development (PUD) allowing 30 lots for residential development to Planned Unit Development (PUD) allowing a 54-unit townhome development, Petitioner for itself, and for and on behalf of Petitioner's heirs, successors and assigns (also referred to as the "Applicant" or "Developer"), covenants and agrees to build the 54-townhome development in substantial conformity with the site plan provided in **Exhibit A** attached hereto, as required by RMC 23.50.040(D), subject to the following conditions:

General Conditions:

1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be

supplied in full size (and electronic) format. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

2. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by Developer and Developer's engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g., Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of Developer to obtain.
3. Any work within the public right-of-way or easements or involving public infrastructure will require Applicant to obtain a right-of-way construction permit prior to beginning work, per Chapter 12.08 RMC. Applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineer's estimate (opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
4. Public utility infrastructure located on private property will require recording of a City standard form easement as required in the Final Platting Requirements section of this Agreement.
5. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
6. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1" = 40'.
7. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

8. All construction plan sheets shall include the note "CALL 811" or <http://www.call811.com/>
9. A copy of the preliminary plat shall be supplied to the United States Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

10. Public improvement design shall follow the following general format and shall conform to the latest edition of Public Works design standards:
 - a. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specifications and details by visiting the City's website.
 - b. Any manholes that are installed outside of public right-of-way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - c. 10-feet horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - d. Watermains larger than 8-inches in diameter shall be ductile iron.
 - e. Watermains installed outside of the city right-of-way or in very rocky native material shall be ductile iron and may need restrained joints.
 - f. All watermains outside areas zoned R1 shall be ductile iron.
 - g. Fire hydrant location(s) shall be reviewed and approved by the City's Fire Marshal.
 - h. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC.
 - i. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - j. Where appropriate, all utilities shall be extended to the adjacent property (properties) at the time of construction.
 - k. The minimum centerline finish grade shall be no less than 0.30% and the maximum centerline finish grade shall be no more than 10.0% for local streets. 12% can be allowed for local streets for short distances.
 - l. The minimum centerline radius for local streets shall be 100 feet.

- m. Any filling of low areas that may be required within the public right-of-way shall be compacted to City standards.
- n. An overall, composite utility plan shall be included in the submitted plan set if the project is phased (see Section 11). This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
- o. A detailed grading plan shall be included in the submitted plan set.
- p. For public utilities not located within public street rights-of-way, Applicant shall provide maintenance access acceptable to the City, and Applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
- q. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-Way Construction Permit for the proposed construction.
- r. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
- s. All curb returns at minor intersections shall have a minimum radius of 25 feet.
- t. All streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
- u. All intersections of streets shall meet horizontal, vertical and intersectional design requirements for sight distance (Vision Clearance Triangle).
- v. All driveways for commercial projects or intersections of private roadways shall construct City standard commercial driveways. Radius-style driveways are not allowed.
- w. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
- x. Construction plans shall reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, and maintained by the City or used by the general public.
- y. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

11. If the project will be built in phases, Applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
12. If the City's Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
 - a. 2-inches compacted gravel, minimum (temporary SEVAs only).
 - b. 2% cross-slope, maximum.
 - c. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the City's Fire Marshal.
 - d. Be 20 feet in width.
 - e. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVAs) shall be 20 feet wide, as noted. Longer secondary accesses can be built 12-foot wide with the approval of the City of Richland Fire Marshal; however, turn-outs are required at a spacing acceptable to the Richland Fire Department. Temporary SEVAs shall be constructed with 2 inches of compacted gravel, at a minimum. Permanent SEVAs shall be paved with 2 inches of asphalt over 4 inches of gravel, at a minimum.

Survey Monument Destruction:

13. All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, Applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
 - a. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). *Note:* State law provides that "[i]t shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." RCW 58.09.130.
 - b. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. WAC 332-120-030(2).

- c. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. WAC 332-120-030(3).

14. ***When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and the file a permit with the DNR.***

15. It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

16. All streets within this preliminary plat shall be constructed to City standards with regards to pavement section and materials. The proposed streets are narrower than City standards. As such, on-street parking will be prohibited on all streets narrower than 34 feet from face-of-curb to face-of-curb. Street signs indicating restricted parking shall be installed at Developer's expense prior to final platting. The restricted parking areas shall be indicated on the construction plans and the final plat. All street signage will be installed by Developer prior to final platting.

17. Driveway locations shall meet the requirements of RMC 12.04.070. It appears that the driveways for lots 53 and 54 do not comply with this section of code.

18. The guest parking spots proposed as parallel parking stalls behind the sidewalk will not be permitted because they create an undesirable conflict between pedestrians and vehicles.

19. The off-site modifications to the Clubhouse Lane right-of-way (depicted as "Phase 3" on the phasing site plan) will not be permitted as proposed if the area remains as public street right-of-way. Right-of-way vacation is a legislative decision of the Richland City Council with the process defined in state law. At this time, the City has not received a petition requesting vacation of that portion of Clubhouse Lane.

20. The provided estimate of trips-per-day under SEPA item 14.f is incorrect. Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities, they are likely to produce higher trips per day per unit, similar to single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations. If the City amends the municipal code to include a traffic impact fee applicable to this area, this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the street system.

21. A note will be shown on the face of the final plat stating that River Valley Drive is classified as a major collector street. Subsequently, no driveways directly accessing single family lots will be allowed onto it.
22. Per RMC 12.10.035, sidewalks shall be installed along all street frontages.
23. Developer and Developer's engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements.
24. Pedestrian ramps shall be designed to current City standard details and ADA standards.
25. The vision clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document in accordance with RMC 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
26. All roads shall be constructed to provide for adequate fire truck and solid waste collection truck access and turnaround movements.
27. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later must have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat, an easement with a 50-foot radius will be required.

Domestic Water:

28. It shall be the responsibility of Developer to extend a watermain to this property to serve domestic water at the time of plat construction. This watermain shall be sized to adequately supply domestic water and fire flows to the proposed development.
29. Developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed. Looping of the water system provides redundancy and helps to eliminate stagnant water.
30. The fire hydrant layout shall be approved by the City's Fire Marshal.
31. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development.

Sanitary Sewer:

32. Developer shall be responsible for extending a sewer main to this property to serve sanitary sewer at the time of plat construction.
33. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public right-of-way. Wider easements are required for mains that are buried deeper than 10 feet. If any manholes are located outside of the public right-of-way, maintenance truck access to said structure may be required.

Storm Water:

34. All construction projects that do not meet the exemption requirements outlined in Chapter 16.06 RMC shall comply with the requirements of the Washington State Department of Ecology-issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
35. Privately-owned on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines." Calculations shall be stamped by a registered professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. Applicant's design shall provide runoff protection to downstream property owners.
36. Public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines." The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area

to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. Applicant's design shall provide runoff protection to downstream property owners.

37. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
38. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with RMC 24.16.170 ("Easements-watercourses").
39. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
40. Prior to or concurrent with the submittal of the first phase, Developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond, then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.
41. The amount of post-development storm runoff from the proposed site shall be in compliance with Chapter 16.06 RMC.
42. Any parcel occupied by a City stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the City's needs for maintenance.
43. Developer should consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal, so if Developer wishes for the pond to be landscaped and visually appealing, then a homeowner's association should be considered for long-term landscape maintenance responsibilities. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum, the landscaping plan should be consistent with the City's intended maintenance standard as described above.

44. Developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. 11 months after the final acceptance date, Developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected, the City will begin routine maintenance of the system and basin. Developer shall replace any plantings that have failed to survive the warranty period. Developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12 months following the date of final plat acceptance.

Solid Waste:

45. Due to limited turnaround space, lots located on dead-end streets may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting Requirements:

46. When the construction is substantially complete, a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "Record Drawing Requirements & Procedures" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.
47. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat and a certificate of occupancy. The City requires preparation of the easement legal description by Developer two weeks prior to the scheduled date of final acceptance. Off-site ("third-party") easements for City infrastructure are the responsibility of Developer to obtain. Once received, the City will prepare the easement document and provide it to Developer. Developer shall record the easement with the Benton County Auditor and return a recorded original document to the City prior to application for final occupancy.
48. Any off-site easements or permits necessary for this project shall be obtained and secured by Applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
49. 10-foot wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat.
50. If not already in existence, a 10-foot public utility easement along the River Valley Drive frontage shall be provided on the face of the final plat.
51. The vision-clearance triangle needs to be shown on all corner lots on the final plat document in accordance with RMC 12.11.020. If the intersection is in a curve, it will

have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

52. The final plat shall include notes identifying all common areas, including the private streets and tracts, and acknowledging the ownership and maintenance responsibility by the homeowners association. If deemed necessary, a note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads."* And: *"The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."*
53. Street signs indicating restricted parking areas shall be installed at Developer's expense prior to final platting. The restricted parking areas shall be indicated on the final plat.
54. All landscaped areas within the plat that are in the public right-of-way shall be the responsibility of the homeowners to maintain.
55. A one-foot "No access/screening easement" will be required along the River Valley Drive right-of-way.
56. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
57. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per RMC 3.12.095.

Planning Requirements:

58. Phase 3 of the phasing plan showing the off-site improvements shall be removed from the phasing plan and shall be considered a stand-alone project requiring additional review and permitting by the City.
59. The PUD is designed to conform with R2-S zoning standards. As a result, the R2-S zoning standards shall apply for all future development within the proposed PUD.

This Agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioner with respect to the subject Property or any part thereof.

The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property, and shall have the right to enforce this covenant in any court of competent jurisdiction.

[Signature pages to follow]

STATE OF WASHINGTON)
COUNTY OF BENTON) : SS

On this ____ day of _____, 2021, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Brad Rew, Authorized Agent for HJBT Properties LLC**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

Signature

Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

LOT SIZE TABLE								
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,634	2,890	19	3,480	1,736	37	4,133	2,389
2	3,692	1,948	20	5,222	3,478	38	3,481	1,737
3	3,715	1,971	21	4,301	2,557	39	3,481	1,737
4	4,176	2,432	22	3,874	1,330	40	4,380	2,636
5	4,324	2,580	23	3,874	1,330	41	4,882	3,138
6	4,084	2,340	24	4,414	2,670	42	4,973	3,229
7	4,185	2,441	25	5,088	3,344	43	5,357	3,613
8	5,045	3,301	26	4,281	2,537	44	4,621	2,877
9	6,565	4,821	27	4,244	2,500	45	4,308	2,564
10	4,037	2,293	28	5,026	3,282	46	4,679	2,935
11	4,037	2,293	29	4,345	2,601	47	4,449	2,705
12	5,768	4,024	30	3,480	1,736	48	4,041	2,297
13	4,415	2,671	31	3,480	1,736	49	4,538	2,794
14	3,480 *	1,736	32	3,972	2,228	50	8,814 **	7,070
15	3,480 *	1,736	33	3,977	2,233	51	4,678	2,934
16	4,133	2,389	34	3,481	1,737	52	5,171	3,427
17	4,133	2,389	35	3,481	1,737	53	3,631	1,887
18	3,480 *	1,736	36	4,133	2,389	54	4,087	2,343

NOTES: * DENOTES SMALLEST LOT SIZE **DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,356 SQ FT

SITE ACREAGE & DENSITY

- TOTAL RESIDENTIAL SITE ACREAGE: 316,871 SQ FT (7.27 ACRES)
- TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
- PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE, ALSO SEE KEY NOTE 10.
- DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65,830 SQ FT (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE.

KEYED NOTES

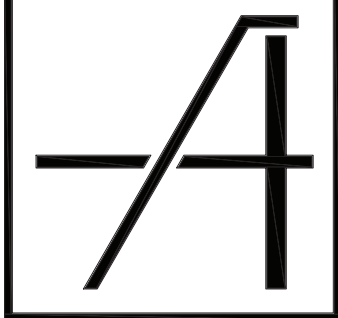
- 24'-0" WIDE PRIVATE DRIVE
- 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-52 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



OVERALL ARCHITECTURAL SITE PLAN

1" = 50'-0"



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SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

OVERALL ARCHITECTURAL
SITE PLAN

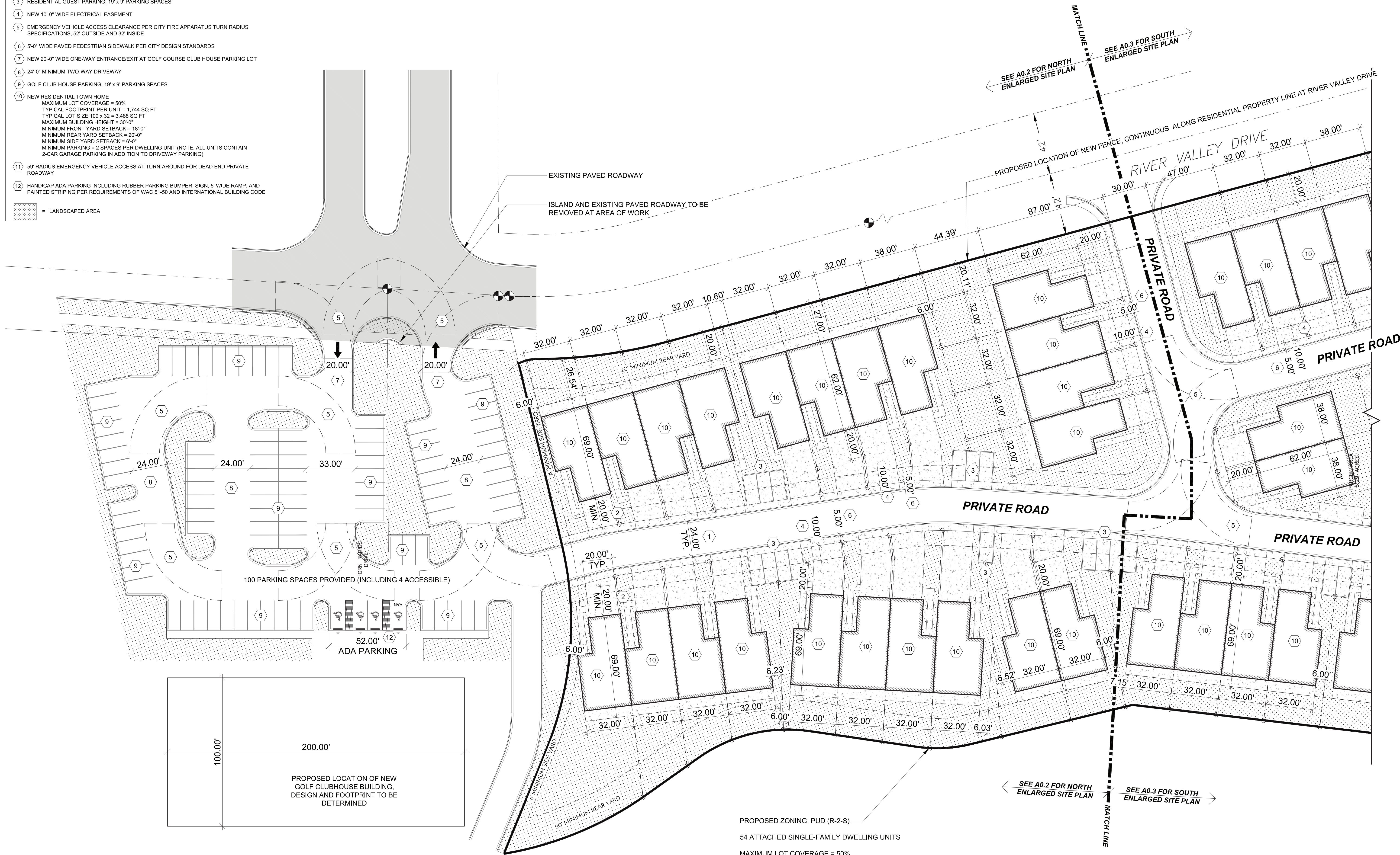
CAD FILE:
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DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.18
REVISION:

DRAWING:
A0.1

KEYED NOTES

- 1 24'-0" WIDE PRIVATE DRIVE
2 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
3 RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
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11 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
12 HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



0 15' 30' 60'

ENLARGED SITE PLAN - NORTH

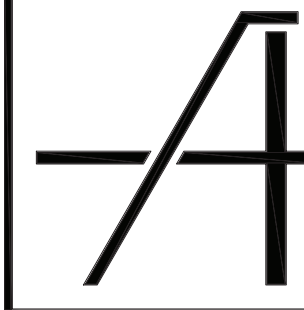
1" = 30'-0"



PROPOSED ZONING: PUD (R-2-S)

54 ATTACHED SINGLE-FAMILY DWELLING UNITS

MAXIMUM LOT COVERAGE = 50%
FOOTPRINT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"



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PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
NORTH

CAD FILE:
4018A0001_SP.dwg

DESIGNED: JMA/KAS

DRAWN: KAS

CHECKED:

DATE: 2020.Dec.17

REVISION:

DRAWING:

A0.2

40-18



Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	36.97	96.50	21°57'10"
C2	78.90	103.50	43°40'38"
C3	104.28	231.61	25°47'51"
C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

Curve Table						
CURVE	LENGTH(M)	RADIUS	DELTA	CH. BRNG.	CHORD	LENGTH(P)
C1	28.80	722.00	2°17'09"	S71°52'50"W	28.80	
C2	35.22	722.00	2°47'42"	S74°25'16"W	35.22	
C3	76.27	722.00	6°03'10"	S78°50'42"W	76.24	76.28'
C4	13.78	722.00	1°05'38"	S82°25'06"W	13.78	13.78'
C5	40.01	388.00	5°54'30"	N79°37'37"E	39.99	40.02'
C6	97.77	350.00	16°00'16"	S46°21'17"W	97.45	97.82'
C7	95.02	350.00	15°33'18"	S62°05'27"W	94.73	94.78'
C8	44.63	350.00	7°18'24"	S73°36'07"W	44.60	44.77'

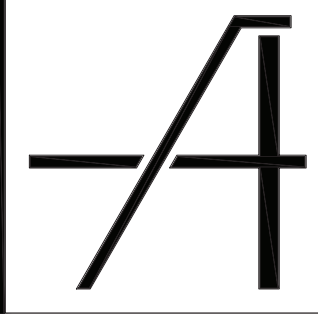


PHASING SITE PLAN
1" = 50'-0"



LEGEND

- PHASE 1 TOWN HOMES
- PHASE 2 TOWN HOMES
- PHASE 3 GOLF COURSE CLUB HOUSE
- PHASE 4 TOWN HOMES



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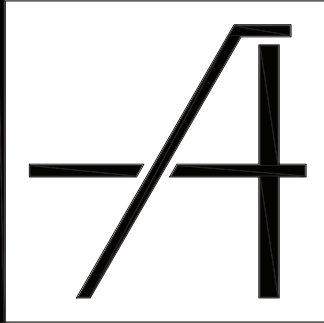
DRAWING:
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40-18

TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY WASHINGTON.

SURVEYOR'S NOTES:

- 1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, SOUTH ZONE, NAD83(11), BASED ON GPS OBSERVATIONS. DISTANCES ARE "GROUND" SCALED FROM GRID USING A COMBINED FACTOR OF 0.99990897 (1.000091038).
- 2. VERTICAL DATUM IS NAVD88, BASED ON UPON GPS STATIC OBSERVATION PROCESSED USING NATIONAL GEODETIC SURVEY ONLINE POSITIONAL USER SERVICE (OPUS) & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
- 3. CONTOURS ARE DERIVED FROM DIRECT FIELD OBSERVATIONS. CONTOUR INTERVAL IS 1.0 FEET.
- 4. ● = DENOTES FOUND 1 1/2" BRASS CAP IN MONUMENT CASE.
- 5. = INDICATES SPOT ELEVATION.
- 6. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH A TRIMBLE R8-4 GPS SYSTEM UTILIZING REAL TIME KINEMATIC METHODS. STATE PLANE COORDINATES WERE ESTABLISHED FROM STATIC OBSERVATIONS. GPS OBSERVATIONS WERE PROCESSED USING OPUS. TOPOGRAPHICAL POINTS WERE CREATED USING A LEICA M560 TOTAL STATION.
- 7. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM UNDERGROUND UTILITY LOCATE MARKS PROVIDED BY OTHERS AND ASSUMPTIONS BETWEEN ABOVE GROUND STRUCTURES.
- 8. THIS IS NOT A BOUNDARY SURVEY. NO ATTEMPT WAS MADE TO DETERMINE LOCATION OF PROPERTY BOUNDARIES, STREET RIGHTS OF WAY, OR EXISTING EASEMENTS.
- 9. THIS SURVEY IS A COMPILATION OF FIELD WORK PERFORMED MAY 2019, SEPTEMBER 2020, AND DECEMBER 2020.



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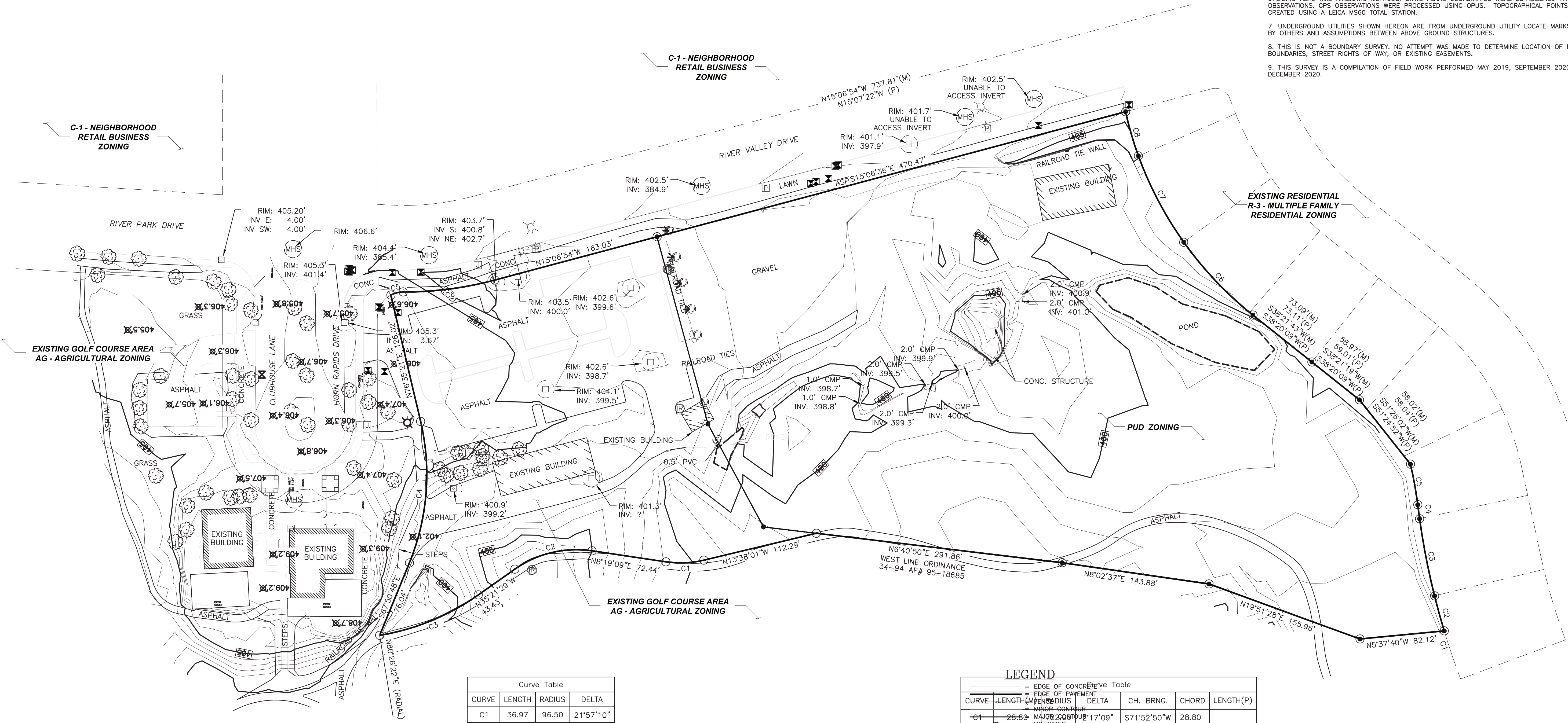
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EXISTING SURVEY AND
TOPOGRAPHY

CAD FILE:
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40-18



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C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

LEGEND					
—	EDGE OF CONCRETE				
—	EDGE OF PAVEMENT				
—	MINOR CONTOUR				
—	MAJOR CONTOUR				
—	WATER				
—	LANDSCAPE				
—	SANITARY SEWER				
—	GAS				
—	CATCH BASIN				
—	FIRE HYDRANT				
—	SIGN				
—	WATER VALVE				
—	JACKBOX				
—	IRRIGATION BOX				
—	ELECTRICAL PANEL				
—	PHONE PEDESTAL				
—	SEWER CLEAN OUT				
—	TRANSFORMER				
—	LIGHT POLE				

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RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT	GALE REW CONSTRUCTION	JOB	28620
PROJECT	TOPOGRAPHIC SURVEY	PTN SEC 28, T.10N., R.28E., W.M.	
DRN. BY	ALM	SCALE	1"= 60'
APPROVED	DPB	DATE	12/7/20
F. B. NO.	BK R61	ACAD VER	- C3D19
FILE:	38620.DWG	SHEET	1 OF 1



EXISTING SURVEY & TOPOGRAPHY
1" = 50'-0"



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

GENERAL INFORMATION:

PROPOSAL NAME: The Links Residence at Horn Rapids – Planned Unit Development

LOCATION: The project site is generally located at 2800 Clubhouse Lane, Richland, WA upon a portion of Assessor's Parcel Number 128082000001005. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

APPLICANT: HJBT Properties

FILE NO.: PUD2021-101

DESCRIPTION: 54-unit Planned Unit Development

PROJECT TYPE: Type 3A Preliminary Planned Unit Development

HEARING DATE: May 10, 2021

REPORT BY: Mike Stevens, Planning Manager

RECOMMENDED ACTION: Approval



Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

On December 18, 2020, HJBT Properties filed an application (Exhibit 1) with the City for a 54-unit Planned Unit Development. On December 29, 2020 the City informed the applicants that a number of items within the application packet needed to be addressed and that the application would be placed on “HOLD” until all of the updated information had been received. The applicants re-submitted their application packet on February 15, 2021.

The purpose of this application request is to authorize a Planned Unit Development to be known as The Links Residence at Horn Rapids. The proposed development consists of 54 new single-family townhome units within an area approximately 7.27 acres in size located west of River Valley Drive and south of the existing Horn Rapids Golf Course clubhouse.

SITE DESCRIPTION & ADJACENT LAND USES

The project site is relatively flat and is approximately 7.27 acres in size. The site is located south of the existing golf course club house and west of River Valley Drive. The 18th fairway of the Horn Rapids golf course borders the project site to the west while the Crosswater residential subdivision borders the project site to the south.

The existing golf course clubhouse is located to the north of the project site as is an access road which is located within city right-of-way and referred to as Clubhouse Lane. The location of the clubhouse and the adjoining golf course to the west are zoned Agriculture, while the Horn Rapids community recreational area consisting of a pool, tennis courts, basketball hoops and large grassy gathering area(s) are located east of River Valley Drive and are zoned Neighborhood Commercial (C-1). Also located east of the project site and east of River Valley Drive is the existing Horn Rapids community RV parking and storage lot. Single-family residential homes within the R-3 (High Density Residential) zone are located directly to the south while land to the southeast is located within an existing Planned Unit Development (PUD) known as Horn Creek.

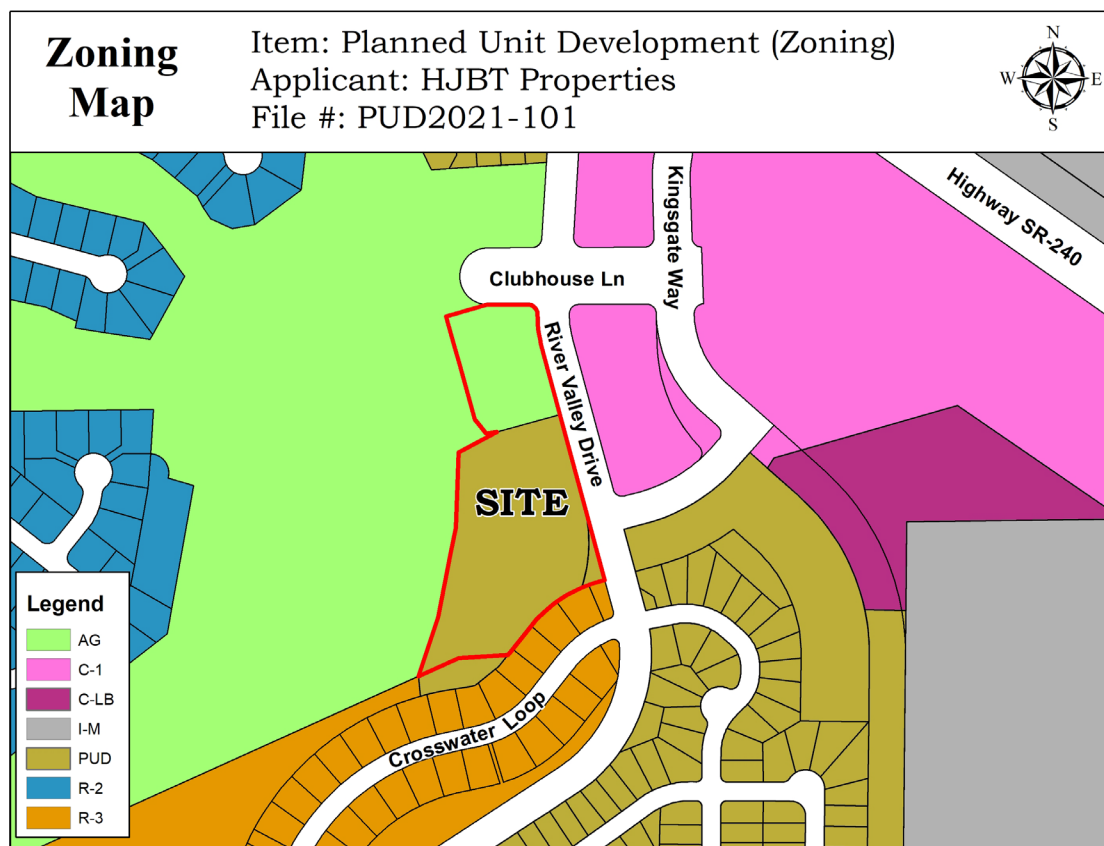


Figure 2 – Zoning Map

ZONING

The zoning map above illustrates the site's current Agricultural (AG) and Planned Unit Development (PUD) zoning together with zoning assignments of adjacent and surrounding properties as indicated in the previous section. The portion of the project site that is zoned PUD was established in 1994 via Ordinance No. 34-94 (Exhibit 2). Ordinance No. 34-94 authorized the creation of a 30-lot residential subdivision upon approximately six (6) acres on land that currently contains the existing golf cart storage shed, out of service putt-putt course, man-made pond, rock water feature, and several homes located within the Crosswater subdivision.

It is important to note that the residential PUD contemplated by Ordinance No. 34-94 was not constructed and subsequent development of the Crosswater subdivision resulted in a portion of the land governed by Ordinance No. 34-94 PUD being used for the Crosswater subdivision.

As stated in Richland Municipal Code Chapter 23.14, the Agricultural zone is primarily intended for open land uses such as grazing or pasture lands, agriculture, part-time small tract farming, cemeteries, golf courses and parks.

Chapter 23.50 RMC, Planned Unit Development, states that the purpose of a planned unit development is to provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy, usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses.

REQUESTED PLANNED UNIT DEVELOPMENT

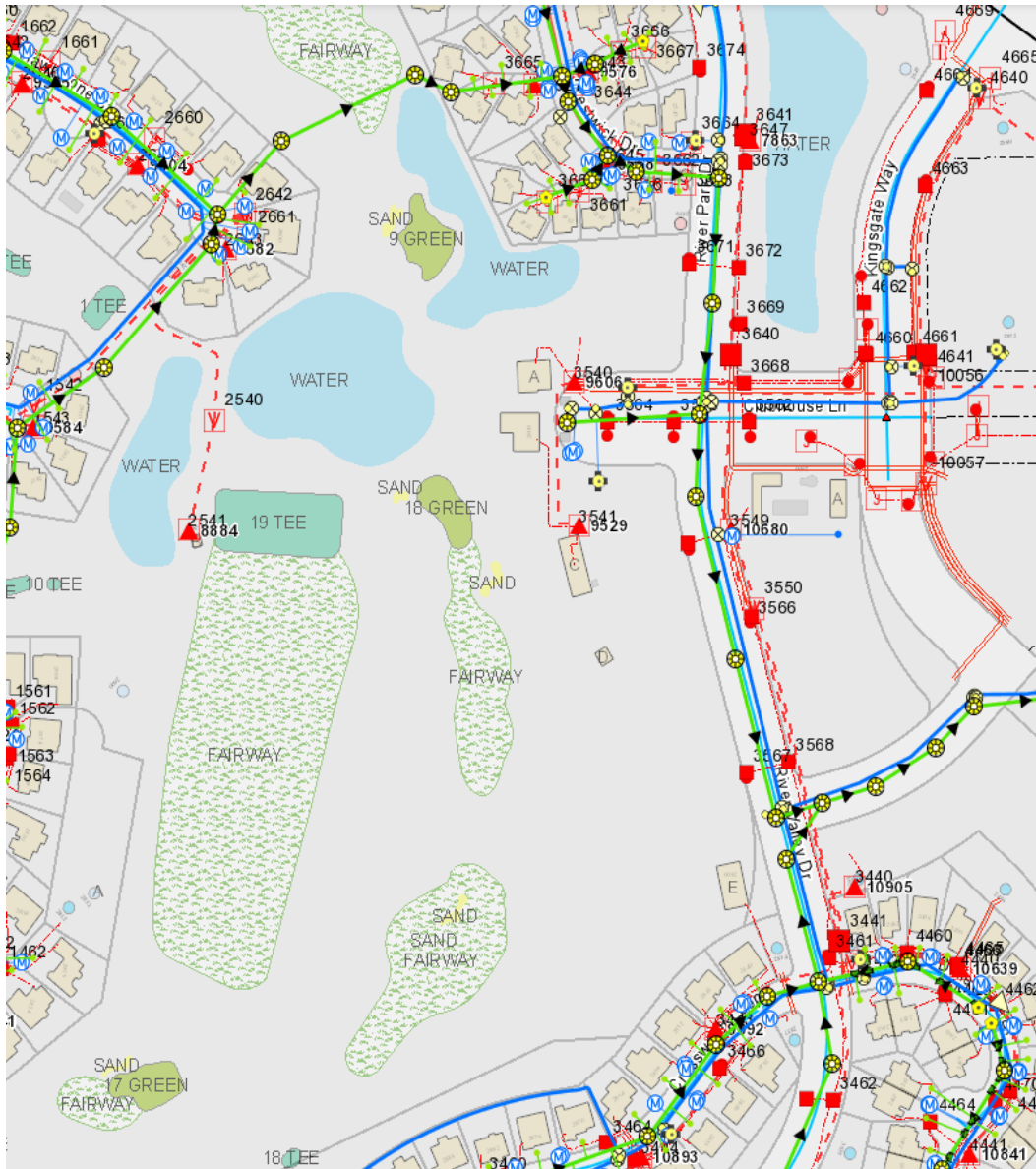
The proposed PUD consists of 54 residential townhomes, an internal road network, residential guest parking areas and landscaped open areas to be maintained by the homeowner's association. The requested PUD does not contain the area or the future modifications to the existing clubhouse. Although plans show a future Phase 3 (Clubhouse and Parking Lot Modifications) that phase of the applicant's overall development plan has been shown for reference purposes only and is not subject to the requested PUD.

The proposed development is intended to follow the current R-2S zoning standards with minimum lot sizes for one-family attached dwellings (townhomes) of 3,000 square feet, maximum lot coverage of 50%, and setbacks to property lines of 18 feet in the front, 20 feet in the rear and 6 feet on the side. The maximum height of each unit will be 30 feet and each residential unit will contain 2-car garages as well as driveway parking. It should be noted that the typical lot size that has been proposed is 3,488 square feet with an average lot size of 4,356 square feet, which exceeds the 3,000 square foot minimum lot size allowed in the R-2S zone.

Each of the proposed townhouse units would have frontage along the internal street network and not along Clubhouse Lane or River Valley Drive. It should be noted that Twenty-six (26) of the proposed residential units would have rear yards abutting the existing golf course while seventeen (17) units would have side or rear yards facing River Valley Drive. The remaining eleven (11) lots would have side and/or rear yards facing other residential development with the back yards of four (4) townhomes directly facing the existing homes belonging to the Crosswater subdivision (Lots 21 – 24).

UTILITY AVAILABILITY

City utility mapping records indicate underground utility infrastructure as illustrated in Figure 3 provided below. Written explanations of each utility service are provided in the following sections.



SEWER

River Valley Drive, which is located immediately east of the project site contains an eighteen (18) inch sewer main while Clubhouse Lane, which is located north of the project site contains an 8" sewer main.

WATER

A twenty (20) inch water main is located in River Valley Drive while a twelve (12) inch water main is located within Clubhouse Lane. The subject property currently contains a fire hydrant which is serviced via a six (6) inch water line.

ELECTRICAL POWER

Richland Energy Services (RES), a municipal public utility district, will service future development on the site. Underground power lines currently provide electrical service to the site; however, it is anticipated that electrical service upgrades will be required. The proposed PUD map indicates that 10' utility easements will be provided along the frontage of each new townhome lot, thus providing adequate room for electrical services to be installed.

TRANSPORTATION

The streets within the proposed PUD are narrower than City standards. As a result, on-street parking will be prohibited on all streets narrower than 34 feet from face of curb to face of curb. Restrictive parking signage will be required to be installed at the developer's expense prior to final platting.

The applicants have proposed constructing a number of off-street parking spots for guest use; however, several of the proposed off-street parking spots are parallel parking spaces and those stalls will result in an undesirable conflict between pedestrians and vehicles and will not be permitted.

The off-site modifications to the Clubhouse Lane right-of-way (depicted as "Phase 3" on the phasing site plan) will not be permitted as part of this PUD application as the area has not been officially vacated and remains a public street right-of-way. Right-of-way vacation is a legislative action of the City Council with a specific process defined in state law and the applicants have yet to submit a petition requesting vacation of that portion of Clubhouse Lane.

Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities they are likely to produce higher trips per day per unit, similar to single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations and, as a result, a Traffic Impact Analysis has not been required. If the City amends the municipal code to include a traffic impact fee applicable to this area this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the street system.

PUBLIC NOTICE

Application Date:	February 15, 2021
Notice of Hearing Mailed:	March 29, 2021
Notice of Hearing Posted:	March 31, 2021
Notice of Hearing Published:	April 4, 2021
Public Hearing:	May 10, 2021

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 3.

As of the date of this report, city staff has received in excess of 100 comments from the general public and governmental agencies (Exhibit 5).

SEPA

The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and reviewed the proposed project for probable adverse environmental impacts. A determination of non-significance (DNS) was issued for this project on May 3, 2021 after utilizing the optional DNS process in WAC 197-11-355 (Exhibit 4).

CRITICAL AREAS

The proposed development site does not contain, nor is it adjacent to, any critical areas as defined by the City's Critical Areas regulations, Chapter 22.10 RMC.

SHORELINE MASTER PROGRAM

The proposed development site is not located within the jurisdiction of the City of Richland's Shoreline Master Program.

COMPREHENSIVE PLAN

Richland's Comprehensive Plan designates the project site for medium density residential development such as those uses allowed by the R-2 and R-2S zoning districts. While a Planned Unit Development is not a specific zoning designation, Section 23.50.020 RMC, Uses Permitted, states that a planned unit development district may be approved for any use or combination of uses listed in Chapters 23.14 (Agriculture Zoning Districts) through 23.30 (Public Use Zoning Districts). Chapter 23.18 (Residential Zoning Districts) falls within the list of uses approved for planned unit developments. As such, the proposed development is consistent with the Comprehensive Plan.

The following land use map (Fig. 4) illustrates the city's Comprehensive Plan land use designations for the site and surrounding vicinity as depicted by the city's GIS mapping database.

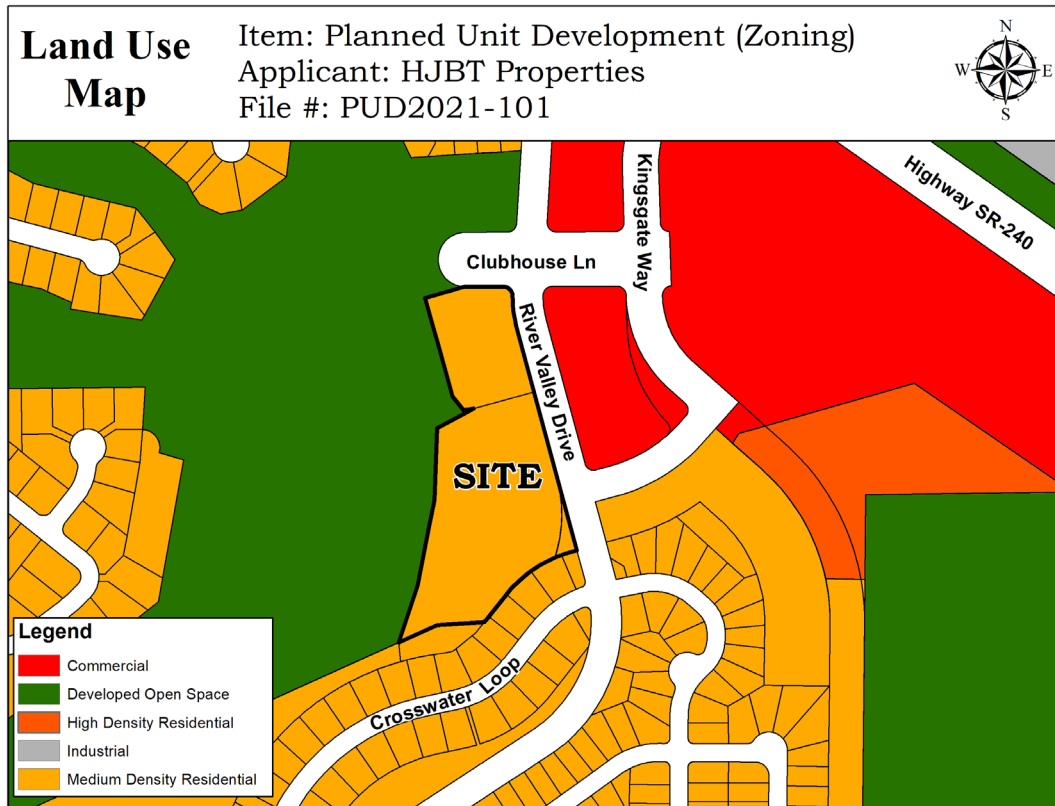


Figure 4 – Comprehensive Plan Map

The Comprehensive Plan contains the following goals and policy statements generally viewed as being in support of the proposed application:

Land Use Goal 1:

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

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

Land Use Goal 2:

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

Policy 1 - Maintain a variety of land use designations to accommodate appropriate residential [and] commercial... 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 Goal 3:

Maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 3 – Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

BACKGROUND

While this section is being added to bring understanding to a specific topic (Golf Declaration) it is not intended to outline the entire history of the Horn Rapids Development and Horn Rapids Golf Course. With that said, the Horn Rapids Development and, specifically, the Horn Rapids Golf Course have had various issues that have arisen over the years that have required cooperation between the City and the various ownership groups. The following is offered to help clarify the issues surrounding the Golf Declaration, which has been referred to in many of the comments received and will undoubtedly be referred to during the open record public hearing.

In 1992 the City entered into an agreement titled “Horn Rapids Development and Option Agreement” (D & O) with Columbia Triangle Venture, L.P. The D & O agreement was amended twice in 1993 and in 1994 the City approved Columbia Triangle Venture L.P.’s rezone of approximately 6 acres from Multi-Family Residential (R-3) to Planned Unit Development (PUD). This rezone and Planned Unit Development is referred to previously in this staff report as Ordinance No. 34-94. Then, in 1995 a Deed of Trust was executed by the City in favor of Columbia Triangle Venture, L.P., and that Deed of Trust was recorded with the Benton County Auditor (Auditor’s Recording Number 95-21658).

Sometime during the early 2000’s and prior to August 25, 2003, Columbia Triangle Venture L.P. failed to keep up on its payments and went into foreclosure. Their foreclosure led to a Commercial Licensing Agreement between the City and Columbia Golf Associates. The agreement allowed Columbia Golf Associates to operate the golf course on behalf of the City until the Court-Determined Local Improvement District foreclosure redemption period terminated. This license agreement included general maintenance and operation standards and a list of property and assets subject to the licensing agreement.

On March 29, 2004, the City of Richland was the successful bidder at a Sheriff’s sale and re-acquired the golf course in a trust capacity. Then, on May 3, 2005 the City of Richland and Columbia Golf Associates agreed to cancel the Commercial Licensing Agreement and establish future requirements to limit the use of the Golf Course real property to golf course purposes (“Golf Declaration”) and complete a Boundary Line Adjustment to transfer the “Golf Course Property” to Columbia Golf Associates.

On July 15, 2005, Columbia Golf Associates and the City entered into an agreement which conveyed the Golf Course Property to Columbia Golf Associates conditioned on the recording of a declaration to limit the use of the Golf Course Property. The parties executed a Declaration of Restrictive Covenant for Golf Course use. This Declaration of Restrictive Covenant indicates that the Golf Course Property, or any portion thereof, shall be used and operated *only for a regulation length, 18 hole golf course, clubhouse and related facilities* (Exhibit 6). The City and others have operated and proceeded under the assumption that this restrictive covenant bound

the owners of the golf course from changing or developing it in a manner that would be inconsistent with the language of the restrictive covenant. However, upon further investigation of the issue by the City Attorney in 2020 it was determined that the 2005 restrictive covenant executed between the City and Columbia Golf Associates (“CGA”) is unenforceable against the golf course’s current owner (HJBT Properties) because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.

This is an important issue to be mentioned because a number of comments received during this PUD process refer to the golf course restrictive covenant and its enforceability. Staff intends to provide further detail regarding this issue and how the enforceability of the restrictive covenant plays into this discussion during the May 10, 2021 public hearing.

PLANNED UNIT DEVELOPMENT ANALYSIS

Chapter 23.50 RMC governs the approval and development of Planned Unit Developments. Section 23.50.040.A RMC, specifically indicates that the preliminary PUD plan shall include the following:

1. Relationship of the property to the surrounding area, including identification of nearby uses and peripheral treatment of the PUD to maximize compatibility and integration of the PUD with nearby existing or proposed uses;
2. Proposed land uses and approximate building locations or buildable areas;
3. Location, arrangement and width of proposed streets and pedestrian ways, and the design and arrangement of off-street parking areas, loading areas and recreation vehicle storage areas;
4. Location, layout and conceptual design of parks, playgrounds and open spaces;
5. Location and extent of trees, watercourses, rock outcrops and any other features, indicating any significant features to be removed, improved or preserved;
6. Topography at a minimum five-foot contour interval;
7. Building heights and setbacks from property lines;
8. Preliminary architectural plans and elevations of typical buildings and structures, except single-family detached dwellings;
9. Landscape plans for open space, parks, recreation facilities, streets, parking facilities and pedestrian ways;
10. Proposed ownership pattern, including preliminary subdivision plan if property is to be subdivided;
11. The proposed method of maintaining common facilities;
12. Proposed source of water supply, electric supply, sewage disposal, and storm drainage systems;
13. General timetable of development, including a phasing schedule if the project will be developed in phases; or
14. For PUDs containing residential uses, graphic and, where necessary, written description of proposed nonresidential uses and facilities. In addition, a table shall be provided showing the total site acreage, total number of dwelling units proposed, and the dwelling unit density of adjacent subdivisions.

Based upon staff's analysis of the items submitted, it appears that each of the items listed above have been adequately addressed by the applicants as part of their PUD submittal packet. Specifically, staff refers the hearing's examiner to the document titled "HJBT Responses to PUD Application – HJBT Townhome Development" located within Exhibit 1. This document clearly outlines the regulatory requirements for a PUD and provides written explanation (in red) as to how the proposed PUD complies with the various requirements.

Section 23.50.040.B states that the hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit applications. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

Section 23.50.040.C indicates that the hearing examiner's recommendation shall include findings of fact with due consideration to all issues raised, pro and con, and the reasons for the hearing examiner's action referring expressly to the maps and other documents constituting the proposed plan and program, and matters of record.

Staff's review and analysis of the proposed PUD in regards to the four (4) criteria indicated above is as follows:

1. The PUD district development will be compatible with nearby developments and uses;

The proposed PUD will be residential in nature and will consists of townhomes (attached single-family units) constructed over two (2) to four (4) lots. This is similar to what currently exists in the nearby Horn Creek subdivision that is located southeast of the proposed PUD site as it consists primarily of townhomes constructed over two (2) individual lots. The proposed PUD will not contain any agricultural or commercial related uses and therefore is also consistent with the other single-family subdivisions located within the Horn Rapids Residential Development.

2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;

A 6' tall solid screen fence is proposed along a portion of the northern property line as well as along the full length of the eastern property line (River Valley Drive) and southern property line (boundary of the Crosswater subdivision). The use of fence

screening and associated landscaping (as depicted on the landscaping plan) will result in a look that is consistent with and compatible with adjacent and nearby residential areas.

3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;

As previously indicated within the Zoning and Comprehensive Plan sections of this report, the proposed development is consistent with the intent of the comprehensive plan and the purpose of the PUD district.

4. The development can be completed within a reasonable period of time.

As indicated in the application materials titled “HJBT Responses to PUD Application – HJBT Townhome Development” located within Exhibit 1 the applicants expect to complete development of the proposed PUD within three (3) years. This timeline includes completion of Phase 3 of their overall project (Golf Course Club House) which is not subject to this specific PUD application but has been shown by the applicants in order to provide assurance to the public that the club house project will also be completed in a timely manner.

STAFF RECOMMENDATION

Staff has completed its review of the request for a preliminary PUD and change of zone to PUD (PUD2021-101) and recommends approval of the request based on the following Suggested Findings and Conclusions and Suggested Conditions of Approval:

SUGGESTED FINDINGS AND CONCLUSIONS

1. HJBT Properties, LLC filed an application with the City for a 54-unit Planned Unit Development.
2. The project site is approximately 7.27 acres in size and is a portion of Assessor's Parcel Number 128082000001005. The project site is located south of the existing golf course club house and west of River Valley Drive. The 18th fairway of the Horn Rapids golf course borders the project site to the west while the Crosswater residential subdivision borders the project site to the south.
3. The project site is relatively flat.
4. The project site is currently zoned Agricultural (AG) and Planned Unit Development (PUD).
5. The portion of the project site that is zoned PUD was established in 1994 via Ordinance No. 34-94. Ordinance No. 34-94 authorized the creation of a 30-lot residential subdivision upon approximately six (6) acres of land that currently contains the existing golf cart storage shed, out of service putt-putt

- course, man-made pond, rock water feature, and several homes located within the Crosswater subdivision.
6. The residential PUD contemplated by Ordinance No. 34-94 was not constructed.
 7. Chapter 23.14 RMC indicates that the Agricultural zone is primarily intended for open land uses such as grazing or pasture lands, agriculture, part-time small tract farming, cemeteries, golf courses and parks.
 8. Chapter 23.50 RMC indicates that the purpose of a planned unit development is to provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy, usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses.
 9. The proposed development is intended to follow the current R-2S zoning standards with minimum lot sizes for one-family attached dwellings (townhomes) of 3,000 square feet, maximum lot coverage of 50%, and setbacks to property lines of 18 feet in the front, 20 feet in the rear and 6 feet on the side. The maximum height of each unit will be 30 feet and each residential unit will contain 2-car garages as well as driveway parking. The typical lot size that has been proposed is 3,488 square feet with an average lot size of 4,356 square feet, which exceeds the 3,000 square foot minimum lot size allowed in the R-2S zone.
 10. Public water, sanitary sewer and electrical power are all capable of handling the proposed residential development.
 11. The streets within the proposed PUD are narrower than City standards. As a result, on-street parking will be prohibited on all streets narrower than 34 feet from face of curb to face of curb. Restrictive parking signage will be required to be installed at the developer's expense prior to final platting.
 12. The applicants have proposed constructing a number of off-street parking spots for guest use; however, several of the proposed off-street parking spots are parallel parking spaces and those stalls will result in an undesirable conflict between pedestrians and vehicles and will not be permitted.
 13. The off-site modifications to the Clubhouse Lane right-of-way (depicted as "Phase 3" on the phasing site plan) will not be permitted as part of this PUD application as the area has not been officially vacated and remains a public street right-of-way. Right-of-way vacation is a legislative action of the City Council with a specific process defined in state law and the applicants have yet to submit a petition requesting vacation of that portion of Clubhouse Lane.

14. The City does not believe that trips generated from the proposed PUD will cause any street or intersection to compromise the City's adopted level of service for traffic operations and, as a result, a Traffic Impact Analysis was not required.
15. Notice of application and public hearing was mailed to all recorded property owners within 300' of the project site on March 29, 2021.
16. Notice of public hearing was posted at the project site on March 31, 2021.
17. Notice of application and public hearing was published in the Tri-City Herald on April 4, 2021.
18. The City of Richland utilized the Optional DNS Process in WAC 197-11-355. The end of the SEPA comment period was April 30, 2021.
19. A determination of non-significance (DNS) was issued on May 3, 2021.
20. The proposed development site does not contain, nor is it adjacent to, any critical areas as defined by Chapter 22.10 RMC.
21. The proposed development site is not located within the jurisdiction of the City of Richland's Shoreline Master Program.
22. The City of Richland Comprehensive Plan designates the subject site as suitable for medium density residential land uses.
23. The Horn Rapids Golf Course and residential development have had various issues over the years that have required cooperation between the City and the various ownership groups.
24. On March 29, 2004, the City of Richland was the successful bidder at a Sheriff's sale and re-acquired the golf course in a trust capacity.
25. On July 15, 2005 the City and Columbia Golf Associates entered into an agreement which conveyed the Golf Course property to Columbia Golf Associates conditioned on the recording of a declaration (covenant) to limit the use of the Golf Course property.
26. In 2020, the Richland City Attorney determined that the 2005 restrictive covenant executed between the City and Columbia Golf Associates was unenforceable because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.
27. Chapter 23.50 RMC governs the approval and development of Planned Unit Developments.

28. Section 23.50.040.A RMC outlines fourteen (14) items that shall be shown and/or indicated in a PUD application.
29. Section 23.50.040.B states that the hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit applications. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:
 1. The PUD district development will be compatible with nearby developments and uses;
 2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
 3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
 4. The development can be completed within a reasonable period of time.

SUGGESTED CONDITIONS OF APPROVAL

General Conditions:

1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in full size (and electronic) format. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
2. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall

- pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
4. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final plat acceptance.
 5. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
 6. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1" = 40'.
 7. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
 8. All construction plan sheets shall include the note "CALL 811" or:
<http://www.call811.com/>
 9. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

10. Public improvement design shall follow the following general format and shall conform to the latest edition of Public Works design standards:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.

- B. Any manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
- C. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
- D. Watermains larger than 8-inches in diameter shall be ductile iron.
- E. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
- F. All watermains outside areas zoned R1 shall be ductile iron.
- G. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
- H. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC.
- I. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
- J. Where appropriate, all utilities shall be extended to the adjacent property (properties) at the time of construction.
- K. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets. 12% can be allowed for local streets for short distances.
- L. The minimum centerline radius for local streets shall be 100-feet.
- M. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
- N. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
- O. A detailed grading plan shall be included in the submitted plan set.
- P. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
- Q. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
- R. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
- S. All curb returns at minor intersections shall have a minimum radius of 25-feet.
- T. All streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
- U. All intersections of streets shall meet horizontal, vertical and intersectional design requirements for sight distance (Vision Clearance Triangle).
- V. All driveways for commercial projects or intersections of private roadways shall construct City standard commercial driveways. Radius-style driveways are not allowed.
- W. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone

lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.

- X. Construction plans shall reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public.
 - Y. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
11. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
12. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVAs only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

13. SURVEY MONUMENT DESTRUCTION:
All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of

locating and referencing any known or existing survey monuments.” (RCW 58.09.130).

- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

- 14. All streets within this preliminary plat shall be constructed to City standards with regards to pavement section and materials. The proposed streets are narrower than City standards. As such, on-street parking will be prohibited on all streets narrower than 34 feet from face of curb to face of curb. Street signs indicating restricted parking shall be installed at the developer's expense prior to final platting. The restricted parking areas shall be indicated on the construction plans and the final plat. All street signage will be installed by the developer prior to final platting.
- 15. Driveway locations shall meet the requirements of RMC Chapter 12.04.070. It appears that the driveways for lots 53 and 54 do not comply with this section of code.
- 16. The guest parking spots proposed as parallel parking stalls behind the sidewalk will not be permitted as they create an undesirable conflict between pedestrians and vehicles.
- 17. The off-site modifications to the Clubhouse Lane right of way (depicted as “phase 3” on the phasing site plan) will not be permitted as proposed if the area remains as public street right of way. Right of Way vacation is a legislative decision of the City Council with the process defined in state law. At this time the City has not received a petition requesting vacation of that portion of Clubhouse Lane.
- 18. The provided estimate of trips-per-day under SEPA item 14.f is incorrect. Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities they are likely to produce higher trips per day per unit, similar to

- single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations. If the City amends the municipal code to include a traffic impact fee applicable to this area this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the street system.
19. A note will be shown on the face of the final plat stating that River Valley Drive is classified as a major collector street. Subsequently, no driveways directly accessing single family lots will be allowed onto it.
 20. Per RMC Chapter 12.10.035, sidewalks shall be installed along all street frontages.
 21. The developer and his engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements.
 22. Pedestrian ramps shall be designed to current City standard details and A.D.A. standards.
 23. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
 24. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
 25. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

26. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. This water main shall be sized to adequately supply domestic water and fire flows to the proposed development.
27. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed. Looping of the water system provides redundancy and helps to eliminate stagnant water.

28. The fire hydrant layout shall be approved by the City Fire Marshal.
29. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development.

Sanitary Sewer:

30. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
31. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.

Storm Water:

32. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
33. Privately-owned on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". Calculations shall be stamped by a registered professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. The applicant's design shall provide runoff protection to downstream property owners.

34. Public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.
35. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
36. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
37. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
38. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.
39. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
40. Any parcel occupied by a City stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
41. The developer should consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal, so if the developer wishes for the pond to be landscaped and visually appealing, then a homeowners association

should be considered for long-term landscape maintenance responsibilities. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

42. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Solid Waste:

43. Due to limited turnaround space, lots located on dead-end streets may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting Requirements:

44. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.
45. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements or right-of-ways for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
46. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
47. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.

48. If one does not already exist a ten-foot public utility easement along the River Valley Drive frontage shall be provided on the face of the final plat.
49. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
50. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. If deemed necessary a note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads". And: "The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."*
51. Street signs indicating restricted parking areas shall be installed at the developer's expense prior to final platting. The restricted parking areas shall be indicated on the final plats.
52. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
53. A one-foot "No access / screening easement" will be required along the River Valley Drive Right of Way.
54. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
55. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

Planning requirements:

56. Phase 3 of the phasing plan showing the off-site improvements shall be removed from the phasing plan and shall be considered a stand-alone project requiring additional review and permitting from the City.

EXHIBIT LIST

1. PUD Application Materials
2. Ordinance No. 34 - 94
3. Public Notices & Affidavits
4. SEPA DNS & SEPA Checklist
5. Comments
6. Golf Course Restrictive Covenant

Exhibit 1 - Packet 1



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101





Planned Unit Development (PUD) Application

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

PROPERTY OWNER INFORMATION		☒ Contact Person
Owner: HJBT PROPERTIES		
Address: 1413 Sunset Street, Richland WA 99354		
Phone: 509-528-6092	Email: thera@galerew.com	
APPLICANT/CONTRACTOR INFORMATION (if different)		☒ Contact Person
Company:	UBI#:	
Contact: Thera M. Rew		
Address: 1413 Sunset St.		
Phone: 509-528-6092	Email: thera@galerew.com	
SURVEYOR INFORMATION		
Contact: Rogers Survey		
Address: 1455 Columbia Park Trail		
Phone: 509-783-4141	Email:	
ENGINEER INFORMATION		
Contact: Jason Archibald		
Address: 660 Symons, Richland WA 99354		
Phone: 509-946-4189	Email: jason@archibald.design	
PROJECT DESCRIPTION		
Developing a 54-unit townhome community on vacant land along hole 18 of Horn Rapids Golf Course. Horn Rapids Golf course will have a New Club House and Event center in their current location. Parking lot for Horn Rapids Golf Course will be moved to the north. Cart Barn for Horn Rapids Golf Course will be moved under Pro Shop/ Event Center.		
PROPERTY INFORMATION		
Parcel #: 125082000001005	Zoning: PUD	
See "Legal Description of Property" Document in Dropbox file.		
Proposed Development Name: The Links Residence at Horn Rapids		
Gross Acreage: 86,844 sq ft.	Number of Lots: 54	Smallest Lot Size: 3480 sf
Net Lot Area Acreage:	Avg. Lot Size: 4356 sf	Largest Lot Size: 8441sf
Domestic Water Supply: ☒ City ☐ Private Well	Sewage Disposal: ☒ City ☐ Septic	
Irrigation Source: ☒ City ☐ Private Well ☐ Columbia Irrig. District ☐ Kennewick Irrig. District ☐ Other		
SEPA Checklist submitted? ☒ Yes ☐ No	Title Report (Subdivision Guarantee) submitted? ☒ Yes ☐ No	

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Refer to RMC 23.50.030

UTILITY**APPROVAL RECEIVED**

Power	☐ Yes	☒ No
Telephone	☐ Yes	☒ No
Natural Gas	☐ Yes	☒ No
Cable TV	☐ Yes	☒ No

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

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

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

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

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

Applicant Printed Name: Thera M. Rew, HJBT Properties

Applicant Signature:  Date 12/17/2020

HJBT Responses to PUD Application

HJBT Townhome Development

Submitted by:
Thera & Brad Rew
1413 Sunset St. Richland WA 99354
thera@galerew.com
509-528-6092

*All comments are submitted in Red.

B. Application. The applicant shall file a petition for reclassification to PUD and an application for preliminary PUD plan approval with the administrative official. The application shall be accompanied by the following:

1. Such fees as required by RMC [19.80.020](#);
2.
 - a. A report from a title insurance company showing ownership of the property involved
 - Please see attached Title Report dated December 9, 2020.
 - b. an accurate legal description of the property involved,
 - The legal description is included in the title report as Exhibit A.
 - c. a list of names and addresses of all owners of property within 300 feet, exclusive of street right-of-way, of the proposed PUD. Each parcel falling wholly or partly within the 300-foot distance shall be numbered to correspond with the ownership report;
 - CROSSWATER SUBDIVISION
 1. MCCLELLAN CHARLES S & GAYLE A
2843 CROSSWATER LOOP RICHLAND, WA 99354
Mailing Address: 2519 HARRIS AVE RICHLAND, WA 99354
 2. KEATTS LARRY & MONICA
2849 CROSSWATER LOOP RICHLAND, WA 99354
Mailing Address: 1282 WHITE BLUFFS ST RICHLAND, WA 99352
 3. DORWIN JAMES EDWARD
2855 CROSSWATER LOOP RICHLAND, WA 99354
 4. DYKEMAN RANDY G & KIM E
2861 CROSSWATER LOOP RICHLAND, WA 99354
 5. ESP MARK JOEL
2867 CROSSWATER LOOP RICHLAND, WA 99354
 6. WRIGHT GAVIN T
2875 CROSSWATER LOOP RICHLAND, WA 99354
 7. BAJWA SATINDERPAL & SATINDERJIT
2881 CROSSWATER LOOP RICHLAND, WA 99354
 8. DIXON MATTHEW D
2887 CROSSWATER LOOP RICHLAND, WA 99354
 9. LARSON JEFF A & BELINDA K
2893 CROSSWATER LOOP RICHLAND, WA 99354

10. BLAIR BRYAN W & KATIE G
2899 CROSSWATER LOOP RICHLAND, WA 99354
11. GROFF COLLEEN
2906 CROSSWATER LOOP RICHLAND, WA 99354
12. DEMYER JAMES J & ANDREA J
2900 CROSSWATER LOOP RICHLAND, WA 99354
13. HALLER DAVID & ROBIN
2894 CROSSWATER LOOP RICHLAND, WA 99354
14. MORRIS JOHN & TERRI
2888 CROSSWATER LOOP RICHLAND, WA 99354
15. YANG BIN & LUCY YANPIN LU
2882 CROSSWATER LOOP RICHLAND, WA 99354
16. MCLAIN TIMOTHY J & MICHELE
2876 CROSSWATER LOOP RICHLAND, WA 99354
17. STEWART RICK & MICHELE
2870 CROSSWATER LOOP RICHLAND, WA 99354
18. HUNTER JEFFREY L & SANDRA L
2864 CROSSWATER LOOP RICHLAND, WA 99354
19. LORENCE STEPHEN M & JANAL I
2858 CROSSWATER LOOP RICHLAND, WA 99354
20. WINTCZAK GAIL L
2852 CROSSWATER LOOP RICHLAND, WA 99354
21. PETERS JERRY D & LOUISE S
2846 CROSSWATER LOOP RICHLAND, WA 99354
22. LIBBY LARRY R & CAROLYN
2840 CROSSWATER LOOP RICHLAND, WA 99354
- HORN CREEK SUBDIVISION
 1. GUNTER PETER R
2468 DELLE CELLE DR RICHLAND, WA 99352
 2. TEWS JASON ANTHONY
2462 DELLE CELLE DR RICHLAND, WA 99352
Mailing Address: C/O SVN RETTER & COMPANY 329 N KELLOGG
KENNEWICK, WA 99336
 3. ROBBINS RENTAL PROPERTIES LLC
2456 DELLE CELLE DR RICHLAND, WA 99352
Mailing Address: 17420 SW 110TH AVE TUALATIN, OR 97062
 4. LONG TAWNIA L
2450 DELLE CELLE DR RICHLAND, WA 99352
 5. EFF MICHAEL & LINDA
2455 DELLE CELLE DR RICHLAND, WA 99352
 6. SPEARS GERALD W & CATHY S
2465 DELLE CELLE DR RICHLAND, WA 99352
 7. LONG AUDRI
2411LE CELLE DR RICHLAND, WA 99352
 8. GOODEN DEBORAH D
2407 DELLE CELLE DR RICHLAND, WA 99352
- HORN RAPIDS MASTER HOMEOWNERS ASSN
 1. 2600 CLUBHOUSE LN RICHLAND, WA 99354
 2. 2474 DELLE CELLE DR RICHLAND, WA 99352
 3. 2446 DELLE CELLE DR RICHLAND, WA 99352
 4. 2834 CROSSWATER LOOP RICHLAND, WA 99354
 5. 2837 CROSSWATER LOOP RICHLAND, WA 99354
 6. 2917 CROSSWATER LOOP RICHLAND, WA 99354

- d. The report shall include an accurate key map showing the property involved and delineating the property within 300 feet of the proposed PUD.

- Map 6 300' Map

3.

- a. At least 32 copies of each of all maps drawings representing the preliminary plan
 - Is this still required because we are sending through email? Please let me know if I should make copies and submit.
- b. A completed SEPA checklist on forms provided by the city
 - Attached SEPA

4. Notice of hearing shall be given in accordance with the requirements of RMC [23.70.200](#), with mailed notice sent to all owners of record within 300 feet, exclusive of street right-of-way, of the exterior boundaries of the proposed PUD pursuant to the title insurance company report required by subsection (B)(2) of this section. [Ord. 28-05 § 1.02].

A. Upon receipt of an application for reclassification to PUD and preliminary PUD plan approval, the administrative official shall publish a notice of hearing in a manner consistent with the requirements of Chapter [19.40](#) RMC and schedule the application for consideration by the hearing examiner. The preliminary PUD plan shall indicate:

1. Relationship of the property to the surrounding area, including identification of nearby uses and peripheral treatment of the PUD to maximize compatibility and integration of the PUD with nearby existing or proposed uses;

- This new PUD will be adjacent to other housing developments with single family homes. This PUD will exist in a very similar format to the surrounding areas. Horn Rapids is a residential community. This PUD will offer another type of residential living, specifically single family-owned townhomes.
- Map 3 Surrounding Area

2. Proposed land uses and approximate building locations or buildable areas;

HJBT future plans include, building a new clubhouse, redesigning the entrance into the golf course, adding townhouses, adding an event center, redesigning the cart barn and beautifying the surroundings.

- Townhome (Southern Properties) Land Use: Medium Density Residential (Change in Use)
- Pro-Shop (Northern Property) Land Use: Developed Open Space (Current Use)
- Map 4 Land Use Request
- Archibald's Plans A0.1, A0.2, A0.3

3. Location, arrangement and width of proposed streets and pedestrian ways, and the design and arrangement of off-street parking areas, loading areas and recreation vehicle storage areas;

- See Archibald's Plans A0.1, A0.2, A0.3

4. Location, layout and conceptual design of parks, playgrounds and open spaces;

- Archibald's Plans A0.1, A0.2, A0.3

5. Location and extent of trees, watercourses, rock outcrops and any other features, indicating any significant features to be removed, improved or preserved;

- Map 7 Vegetation gives current landscape.
- Shrubs, a manmade pond, trees will be removed for the development of town homes.
- The whole area will be beautified as it has not been taken care of and is currently an eyesore with lots of debris.

6. Topography at a minimum five-foot contour interval;

- Rodgers Surveying plans see:
 - Map 1 Topo of PUD
 - Map 2 Topo of Proshop
- Archibald Plans V0.1 (combined topo)

7. Building heights and setbacks from property lines;

- Archibald's Architect Plans:
 - Townhome Type A - FIRST FLOOR
 - Townhome Type A – RENDERINGS
 - Townhome Type A - SECOND FLOOR
 - Townhome Type A – SECTIONS
 - Townhome Type B – OPTION 2 PLANS
 - Townhome Type B – OPTION 2 RENDERING.

8. Preliminary architectural plans and elevations of typical buildings and structures, except single-family detached dwellings;

- Archibald's Plans
 - Townhome Type A - FIRST FLOOR
 - Townhome Type A – RENDERINGS
 - Townhome Type A - SECOND FLOOR
 - Townhome Type A – SECTIONS
 - Townhome Type B – OPTION 2 PLANS
 - Townhome Type B – OPTION 2 RENDERING.

9. Landscape plans for open space, parks, recreation facilities, streets, parking facilities and pedestrian ways;

- Archibald's Plans A0.1, A0.2, A0.3

10. Proposed ownership pattern, including preliminary subdivision plan if property is to be subdivided;

- The PUD will consist of three phases. In each phase, the property will be subdivided and townhomes will be built and sold to single families for residential use. The phases are laid out in detail on the attached maps.

- Archibald Plans: A0.4 (Phasing)

11. The proposed method of maintaining common facilities;

- Each land owner will be responsible for maintaining their own property. Common areas and common facilities will be maintained by an HOA. This PUD will either establish a HOA or they will join Horn Rapids Homeowner's Association that is already in existence.

12. Proposed source of water supply, electric supply, sewage disposal, and storm drainage systems;

- Water Supply: City of Richland
- Electric Supply: City of Richland
- Sewage Disposal: City of Richland
- Storm Drainage Systems: Designed by an engineer and implemented into development.

13. General timetable of development, including a phasing schedule if the project will be developed in phases; or

- Map 5 Phases of Development and Archibald Plans: A0.4 (Phasing)
 - Phase 1: 9 months
 - Phase 2: 6 months
 - Phase 3: 12 months
 - Phase 4: 6 months

14. For PUDs containing residential uses, graphic and, where necessary, written description of proposed nonresidential uses and facilities. In addition, a table shall be provided showing the total site acreage, total number of dwelling units proposed, and the dwelling unit density of adjacent subdivisions.

Total Site Acreage	7.28 acres (approx.)
Total Number of dwelling units proposed	54 units
Dwelling unit density of adjacent subdivisions	
Crosswater	R-3 Multiple family Residential
Horn Creek	PUD
Prestwick	PUD
Sawgrass	R-2 Medium Density Residential
Troon	R-2 Medium Density Residential
Hawkstone	R-2 Medium Density Residential

Legal Description of Property Parcel # 128082000001005

THAT PORTION OF THE FOLLOWING LEGAL DESCRIPTION LYING WITHIN SECTION 28: THAT PORTION OF THE WEST HALF OF SECTION 28 AND A PORTION OF THE EAST HALF OF THE EAST HALF SECTION 29, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH $89^{\circ}22'08''$ EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 210.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 240; THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF SAID STATE ROUTE 240 SOUTH $52^{\circ}35'15''$ EAST FOR A DISTANCE OF 92.39 FEET; THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 240, SOUTHEASTERLY, ALONG THE ARC OF 10085.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $01^{\circ}03'39''$, (THE RADIUS OF WHICH BEARS NORTH $37^{\circ}24'45''$ EAST, THE LONG CHORD OF WHICH BEARS SOUTH $53^{\circ}07'05''$ EAST, FOR A CHORD DISTANCE OF 186.73 FEET) FOR AN ARC DISTANCE OF 186.73 FEET; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF SAID STATE ROUTE 240, SOUTH $36^{\circ}21'06''$ WEST, 255.00 FEET; THENCE SOUTH $29^{\circ}38'50''$ EAST, 475.39 FEET; THENCE SOUTH $11^{\circ}11'50''$ WEST 77.90 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF RIVER PARK DRIVE, SAID POINT BEING 42.00 FEET FROM THE CENTERLINE OF SAID RIVER PARK DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIUS; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID RIVER PARK DRIVE, SOUTH $11^{\circ}11'50''$ WEST, 84.16 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF RIVER PARK DRIVE, SAID POINT BEING 42.00 FEET FROM THE CENTERLINE OF SAID RIVER PARK DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIAL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID RIVER PARK DRIVE, SOUTH $82^{\circ}18'42''$ EAST, 101.11 FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID RIVER PARK DRIVE, SOUTH $71^{\circ}52'40''$ EAST, 553.94 FEET; THENCE SOUTH $26^{\circ}15'46''$ EAST, 619.15 FEET; THENCE NORTH $86^{\circ}21'24''$ EAST, 303.06 FEET TO A POINT OF THE WESTERLY RIGHT-OF-WAY OF HORN RAPIDS DRIVE, SAID POINT BEING 42.00 FEET WESTERLY OF THE CENTERLINE OF SAID HORN RAPIDS DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIAL; THENCE FOLLOWING THE WESTERLY RIGHT-OF-WAY OF SAID HORN RAPIDS DRIVE THE FOLLOWING COURSES: THENCE SOUTH $03^{\circ}23'49''$ WEST, 201.19 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $86^{\circ}22'11''$ (THE RADIUS OF WHICH BEARS NORTH $86^{\circ}36'11''$ WEST, THE LONG CHORD OF WHICH BEARS SOUTH $46^{\circ}34'55''$ WEST FOR A CHORD DISTANCE OF 34.22 FEET) OR AN ARC DISTANCE OF 37.69 FEET; THENCE SOUTH $89^{\circ}46'00''$ WEST, 116.49 FEET; THENCE ALONG THE ARC OF A 75.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $180^{\circ}00'07''$ (THE RADIUS OF WHICH BEARS SOUTH $00^{\circ}14'00''$ EAST, THE LONG CHORD OF WHICH BEARS SOUTH $00^{\circ}14'04''$ EAST FOR A CHORD DISTANCE OF 150.00 FEET) FOR AN ARC DISTANCE OF 235.62 FEET; THENCE NORTH $89^{\circ}46'00''$ EAST, 104.46 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $90^{\circ}11'32''$ (THE RADIUS OF WHICH BEARS SOUTH $00^{\circ}14'00''$ EAST, THE LONG CHORD OF WHICH BEARS SOUTH $45^{\circ}08'14''$ EAST FOR A CHORD DISTANCE OF 35.41 FEET) FOR AN ARC DISTANCE OF 39.35 FEET; THENCE ALONG THE ARC OF A 342.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $15^{\circ}04'55''$ (THE RADIUS OF WHICH BEARS NORTH $89^{\circ}57'32''$ EAST, THE LONG CHORD OF WHICH BEARS SOUTH $07^{\circ}34'55''$ EAST FOR A CHORD DISTANCE OF 89.76 FEET) FOR AN ARC DISTANCE OF 90.02 FEET; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF HORN RAPIDS DRIVE SOUTH $15^{\circ}07'22''$ EAST, 424.60 FEET; THENCE, ALONG THE ARC OF A 388.00 FOOT RADIUS

TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 97°56'42" (THE RADIUS OF WHICH BEARS SOUTH 74°52'38" WEST, THE LONG CHORD OF WHICH BEARS SOUTH 33°50'59" WEST FOR A CHORD DISTANCE OF 585.41 FEET) FOR AN ARC DISTANCE OF 663.27 FEET; THENCE ALONG THE ARC OF A 722.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58°56'50" (THE RADIUS OF WHICH BEARS SOUTH 07°10'40" EAST, THE LONG CHORD OF WHICH BEARS SOUTH 53°20'54" WEST FOR A CHORD DISTANCE OF 710.48 FEET) FOR AN ARC DISTANCE OF 742.81 FEET; THENCE SOUTH 83°56'26" WEST, 40.30 FEET; THENCE SOUTH 83°04'23" WEST, 110.04 FEET; THENCE SOUTH 77°26'48" WEST, 152.67 FEET; THENCE SOUTH 79°54'22" WEST, 126.03 FEET; THENCE SOUTH 84°26'20" WEST, 177.93 FEET; THENCE SOUTH 65°16'56" WEST, 35.54 FEET; THENCE NORTH 60°20'53" WEST, 384.38 FEET; THENCE NORTH 53°34'19" WEST, 685.29 FEET; THENCE NORTH 74°58'21" WEST, 531.27 FEET; THENCE NORTHERLY, ALONG THE ARC OF A 378.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°09'32" (THE LONG CHORD OF WHICH BEARS NORTH 08°32'50" EAST FOR A CHORD DISTANCE OF 53.78 FEET) FOR AN ARC DISTANCE OF 53.81 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF RIVER VALLEY DRIVE, SAID POINT BEING 42.00 FEET EASTERLY OF THE CENTERLINE OF SAID RIVER VALLEY DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADially; THENCE NORTH 12°37'36" EAST, 136.47 FEET; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE, SOUTH 80°29'00" EAST, 779.61 FEET; THENCE SOUTH 53°23'05" EAST, 748.90 FEET; THENCE NORTH 52°06'57" EAST, 532.40 FEET; THENCE NORTH 10°05'41" EAST, 395.69 FEET; THENCE NORTH 73°32'05" WEST, 70.67 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH CENTRAL ANGLE OF 102°57'42" (THE RADIUS OF WHICH BEARS NORTH 73°32'05" WEST, THE LONG CHORD OF WHICH BEARS NORTH 35°00'57" WEST FOR A CHORD DISTANCE OF 78.24 FEET) FOR AN ARC DISTANCE OF 89.85 FEET; THENCE NORTH 03°30'12" EAST, 116.78 FEET; THENCE SOUTH 89°17'26" WEST, 444.69 FEET; THENCE NORTH 76°22'48" WEST, 1068.34 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RIVER VALLEY DRIVE, SAID POINT BEING 42.00 FEET EASTERLY OF THE CENTERLINE OF SAID RIVER VALLEY DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIAL; THENCE FOLLOWING THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE THE FOLLOWING COURSES: THENCE NORTHEASTERLY, ALONG THE ARC OF A 658.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°22'18" (THE RADIUS OF WHICH BEARS SOUTH 46°56'40" EAST, THE LONG CHORD OF WHICH BEARS NORTH 48°55'18" EAST FOR A CHORD DISTANCE OF 141.80 FEET) FOR AN ARC DISTANCE OF 142.08 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF A 608.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°13'09" (THE RADIUS OF WHICH BEARS SOUTH 34°53'33" EAST, THE LONG CHORD OF WHICH BEARS NORTH 60°13'02" EAST FOR A CHORD DISTANCE OF 108.30 FEET) FOR AN ARC DISTANCE OF 108.44 FEET; THENCE NORTH 65°19'36" EAST, 147.35 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF A 442.00 FEET RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°20'28" (THE RADIUS OF WHICH BEARS NORTH 24°40'24" WEST, THE LONG CHORD OF WHICH BEARS NORTH 58°09'22" EAST FOR A CHORD DISTANCE OF 110.34 FEET) FOR AN ARC DISTANCE OF 110.63 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE, SOUTH 58°25'13" EAST, 169.74 FEET; THENCE SOUTH 65°21'38" EAST, 85.61 FEET; THENCE SOUTH 77°45'45" EAST, 559.82 FEET; THENCE SOUTH 65°34'15" EAST, 90.29 FEET; THENCE SOUTH 12°02'08" WEST, 17.65 FEET; THENCE SOUTH 81°12'58" EAST, 198.99 FEET; THENCE NORTH 28°52'00" EAST, 189.93 FEET; THENCE NORTH 36°11'52" WEST, 94.26 FEET; THENCE NORTH 38°03'16" WEST, 83.31 FEET; THENCE NORTH 76°34'18" WEST, 291.05 FEET; THENCE NORTH 62°44'22" WEST, 213.55 FEET; THENCE SOUTH 81°00'01" WEST, 77.68 FEET; THENCE NORTH 86°10'15" WEST, 202.11 FEET; THENCE NORTH 54°03'41" WEST, 74.38 FEET; THENCE NORTH 23°48'47" EAST, 20.51 FEET; THENCE NORTH 57°24'01" WEST, 84.76 FEET TO A POINT ON THE EASTERLY RIGHT-

OF-WAY LINE OF SAID RIVER VALLEY DRIVE; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE THE FOLLOWING COURSES: THENCE NORTHERLY, ALONG THE ARC OF A 442.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°23'53" (THE RADIUS OF WHICH BEARS NORTH 78°24'22" WEST, THE LONG CHORD OF WHICH BEARS NORTH 11°23'42" EAST FOR A CHORD DISTANCE OF 3.07 FEET) FOR AN ARC DISTANCE OF 3.07 FEET; THENCE NORTHERLY, ALONG THE ARC OF A 550.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 34°02'03" (THE RADIUS OF WHICH BEARS NORTH 78°29'03" WEST, THE LONG CHORD OF WHICH BEARS NORTH 05°49'20" WEST FOR A CHORD DISTANCE OF 321.92 FEET) FOR AN ARC DISTANCE OF 326.71 FEET; THENCE NORTH 22°50'20" WEST, 29.53 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00" (THE RADIUS OF WHICH BEARS NORTH 67°09'40" EAST, THE LONG CHORD OF WHICH BEARS NORTH 22°09'40" EAST FOR A CHORD DISTANCE OF 35.36 FEET FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 67°09'40" EAST, 206.25 FEET; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF SAID RIVER VALLEY DRIVE, SOUTH 34°06'02" EAST, 319.76 FEET; THENCE SOUTH 63°26'06" EAST, 418.39 FEET; THENCE SOUTH 53°58'44" EAST, 152.01 FEET; THENCE SOUTH 62°38'53" EAST, 67.86 FEET; THENCE SOUTH 50°41'54" EAST, 152.24 FEET; THENCE SOUTH 27°08'42" EAST, 31.99 FEET; THENCE SOUTH 33°27'22" EAST, 37.53 FEET; THENCE SOUTH 66°06'46" EAST, 62.74 FEET; THENCE NORTH 80°21'23" EAST, 60.09 FEET; THENCE NORTH 53°05'20" EAST, 153.28 FEET; THENCE NORTH 06°31'51" EAST, 144.52 FEET; THENCE NORTH 48°19'25" WEST, 376.86 FEET; THENCE NORTH 61°23'27" WEST, 508.82 FEET; THENCE NORTH 72°12'48" WEST, 60.18 FEET; THENCE NORTH 34°37'42" WEST, 136.13 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVER PARK DRIVE, SAID POINT BEING 42.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID RIVER PARK DRIVE WHEN MEASURED AT RIGHT ANGLES OR RADIAL; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID RIVER PARK DRIVE, ALONG THE ARC OF THE 658.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 25°29'17" (THE RADIUS OF WHICH BEARS SOUTH 17°47'59" EAST, THE LONG CHORD OF WHICH BEARS NORTH 84°56'40" EAST FOR A CHORD DISTANCE OF 290.30 FEET) FOR AN ARC DISTANCE OF 292.71 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING: 73.01 ACRES OF LAND, MORE OR LESS. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF APPARENT OR OF RECORD. (PER RECORD SURVEY #3664, AF#2006-033490, 10/10/2006) EXCEPT ANY PORTION LYING WITHIN THE PLAT OF CROSSWATER, RECORDED IN VOLUME 15 OF PLATS AT PAGE 348, RECORDS OF BENTON COUNTY, WASHINGTON. AF#2007-038453, 11/27/2007. EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 00°30'06" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 780.77 FEET; THENCE LEAVING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, SOUTH 60°20'53" EAST, 241.41 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 60°06'17" EAST, 26.45 FEET; THENCE NORTH 65°41'19" EAST, 1357.19 FEET; THENCE NORTH 86°29'21" EAST, 211.44 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF A 388.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°45'47" (THE RADIUS OF WHICH BEARS NORTH 40°56'27" WEST, THE LONG CHORD OF WHICH BEARS SOUTH 65°56'26" WEST FOR A CHORD DISTANCE OF 225.35 FEET) FOR AN ARC DISTANCE OF 228.64 FEET; THENCE CONTINUING, SOUTHWESTERLY, ALONG THE ARC OF A 722.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 58°56'50", (THE RADIUS OF WHICH BEARS SOUTH 07°10'40" EAST, THE LONG CHORD OF WHICH BEARS SOUTH 53°20'54"

WEST FOR A CHORD DISTANCE OF 710.48 FEET) FOR AN ARC DISTANCE OF 742.81 FEET; THENCE SOUTH 83°56'26" WEST, 40.30 FEET; THENCE SOUTH 83°04'23" WEST, 110.04 FEET; THENCE SOUTH 77°26'48" WEST 152.67 FEET; THENCE SOUTH 79°54'22" WEST, 126.03 FEET; THENCE SOUTH 84°26'20" WEST, 177.93 FEET; THENCE SOUTH 65°16'56" WEST, 35.54 FEET; THENCE NORTH 60°20'53" WEST, 72.78 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 159883 SQUARE FEET OR 3.67 ACRES OF LAND, MORE OR LESS. TOGETHER WITH AND SUBJECT TO A WATERLINE EASEMENT, ALSO TOGETHER WITH AND SUBJECT TO A 30-FOOT WIDE SLOPE EASEMENT. SWD, AF #2005-026862 (8/9/2005). LESS THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED LEGAL: That portion of the Northeast quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, Willamette Meridian, Benton County, Washington described as follows: Beginning at the Northeast corner of the Southwest quarter of said Section 28; Thence South 89°19'49" West along the North line of the Southwest quarter of said Section 28 for a distance of 1142.49 feet; Thence leaving the North line of the Southwest quarter of said Section 28, South 00°40'11" East, 417.72 feet to the TRUE POINT OF BEGINNING, said point being on the Southerly boundary of "Tract 3, Columbia Golf Associates parcel" as shown in Book 1 of Surveys, page 3561 and as described under Benton County Auditors File No. 2005-043675, Records of Benton County, Washington; Thence following the Southerly boundary of said "Tract 3, Northeasterly along the arc of a 388.00-foot radius non-tangent curve to the left (the radius of which bears North 13°05'15" West) through a central angle of 58°54'57" for an arc distance of 398.97 feet; Thence leaving the Southerly boundary of said "Tract 3", Southwesterly along the arc of a 350.00-foot radius non-tangent curve to the left (the radius of which bears North 72°00'13" West) through a central angle of 28°30'43" for an arc distance of 174.17 feet; Thence South 38°20'09" West, 132.12 feet; Thence South 51°24'52" West, 79.68 feet to the TRUE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record. QCD, AF #2007-037392 (11/15/2007).

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

The Links Residence at Horn Rapids

2. Name of applicant: [\[help\]](#)

Brad & Thera Rew

3. Address and phone number of applicant and contact person: [\[help\]](#)

1413 Sunset St. Richland WA 509-528-6092

4. Date checklist prepared: [\[help\]](#)

01/02/2021

5. Agency requesting checklist: [\[help\]](#)

City of Richland

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Phase 1: 6 Months

Phase 2: 6 Months

Phase 3: 9 months

Phase 4: 6 months

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

1. Build 54 Townhomes on the 18th hole of Horn Rapids Golf Course
2. New Clubhouse & Event Center (Phase 3 of Townhome plans)
3. New Cart Barn (Phase 3 of Townhome plans)
4. Parking Lot updated, expanded and moved (Phase 3 of Townhome plans)

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

We did a full environmental Evaluation on this property. It is attached in Dropbox file link (provided in Email) labeled "Environmental Evaluation".

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

No

10. List any government approvals or permits that will be needed for your proposal, if known.

[\[help\]](#)

-PUD/Zoning approval

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

Project site: 7.27 acres

Developing a 54-unit townhome community on vacant land along hole 18 of Horn Rapids Golf Course.

Horn Rapids Golf course will have a New Club House and Event center in their current location.

Parking lot for Horn Rapids Golf Course will be moved to the north

Cart Barn for Horn Rapids Golf Course will be moved under Pro Shop/ Event Center.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

Address: 2800 Clubhouse Lane. Richland WA 99354. The location is vacant land along the 18th hole of Horn Rapids Golf Course, south of the Pro-shop.

Dropbox files:

1. Map 3 Surrounding Areas (shows exact location of the site)
2. Map 1&2 (topo's from the surveyor)
3. Archibald PUD site plans V0.1 (a combined Topo Map)

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth [\[help\]](#)

a. General description of the site: [\[help\]](#)

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

Approximate 18%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

Land is sandy in this region

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

no

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

Purpose: Development of a 54 Townhome Community at Horn Rapids.

Type: Excavation including grading, leveling and filling as needed/required by the building Dept. We plan to move the dirt we have to level the land as best we can. Extra fill dirt might be required by building dept.

Total Area: 7.27 acres

Total Affected area: 7.27

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

I do not believe construction and grading of the property will cause erosion. During construction we will utilize these Corrosion prevention measures: Silt fencing, watering/sprinklers, BMP's (if necessary), and a construction entrance.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

Approximately 66% impervious surface.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

During construction we will utilize these Corrosion prevention measures: Silt fencing, watering/sprinklers, BMP's (if necessary), and a construction entrance.

2. Air [\[help\]](#)

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Car emissions from trucks and cars, Asphalt emissions, Paint emissions, dust blowing, and any other common construction emissions.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

No

c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

We will use water to keep down the sand in the air and dust blowing. Not leave cars and trucking idling.

3. Water [\[help\]](#)

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

The site includes man made ponds only. There is no natural streams, ponds, or wetlands on the property or the vicinity. As noted in the environmental report "There are no flood zones or wetlands associated with the site".

Pond 1: There are 1 pond located on our proposed building site. This is a man-made pond and have to be filled by a hose every year. Most of the year it has very little water. It has not been up kept and we plan to remove it. This pond is located South of the Pro Shop.

Pond 2: There is 1 other man-made pond in the vicinity. It is a large pond on the northwest side of the pro shop. This pond will remain and will not be affected by our construction.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

As stated in 3.a.1 Pond 1 will be removed as it has very little water and most of the plastic lining is showing due to lack of upkeep. It is not very deep and will be excavated with the rest of the property. We

plan to use the existing dirt and move dirt around the site to level it out. If fill is needed, it will be brought in. See attached document in Dropbox "Pond 1".

Pond 2 will not be affected, and work will be completed more than 200ft away from this pond.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

When we excavate, we plan to level out the area using existing dirt and moving it around. If fill is needed, we will source fill dirt as required by COR and Geotech engineer. The amount of fill will be determined by the excavator during the grading and leveling process. The pond is very shallow approximately 3feet so it will not be much if some is needed.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No there will not be any withdraws or diversions.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

No, the property is above the 100 Year floodplain

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

No waste material will be discharged into water.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

All new units will be hooked up to City of Richland water. No wells will be used.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . .; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

All new 54 townhome units will be hooked up to city sewer. No septic systems will be used.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

Stormwater will be collected and disposed of through catch basins, drainage swales and infiltration galleries. Stormwater disposal system will be designed by a Washington State licensed civil engineer and submitted for review and approval with City of Richland.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

Not that I am aware of. We will build sewer system per COR requirements.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

No

- d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#)

Stormwater will be captured and infiltrated based on COR requirements

4. Plants [\[help\]](#)

- a. Check the types of vegetation found on the site: [\[help\]](#)

___deciduous tree: alder, maple, aspen, other

___evergreen tree: fir, cedar, pine, other

__x__shrubs

__x__grass

___pasture

___crop or grain

___Orchards, vineyards or other permanent crops.

___wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

___water plants: water lily, eelgrass, milfoil, other

___other types of vegetation

- b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

Proposal includes grading and removal of shrubs and grass to create multi-family housing.

Most of current vegetation will not remain.

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

I do not know of any endangered species on or near the site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

New indigenous grasses, trees and shrubs shall be provided.

See landscaping plan in DB file.

- e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

unknown

I do not know of any on or near the site.

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. [\[help\]](#)

Birds, Rabbits, Deer, Coyotes

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

none known

c. Is the site part of a migration route? If so, explain. [\[help\]](#)

The site, as all of Tri-Cities, is part of the Pacific Flyway.

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

All around the Horn Rapids Development is land where the wildlife may habitat. We plan to leave the surrounding areas untouched.

e. List any invasive animal species known to be on or near the site. [\[help\]](#)

none known

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

Electric and Natural Gas will be used to heat and cool multi-family dwellings.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

No

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

We abide by the Washington State Energy Codes. All dwellings will meet these criteria of energy and environmental conservation.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. [\[help\]](#)

No

1) Describe any known or possible contamination at the site from present or past uses. [\[help\]](#)

None Known

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. [\[help\]](#)
There is natural gas line in the Horn Rapids community. Not sure if they are on this property but we will have gas to the townhomes

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. [\[help\]](#)
Natural Gas

4) Describe special emergency services that might be required. [\[help\]](#)
Standard local emergency services. EMS, Police and Fire, those identical to the needs

of the current Horn Rapids Development

- 5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)
Call before we dig, have an environmental survey done, and have the land surveyed.

b. Noise [\[help\]](#)

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

Highway 240 traffic, Road traffic, Park across the street, golfing.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

Construction would be the largest and short-term noise impact. Long term is cars and people as more dwellings are developed there will be more people and traffic.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

Set construction hours to normal day work hours to keep the times when most people are home free from construction noise.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

Current use of the site is vacant land. There is a Cart shed onsite that is used for cart storage. Adjacent property uses include a golf course, banquet facility, parking lot, single family homes, townhomes, and a park. The proposal will clean up the unused eyesore and build multifamily units for more to enjoy the golf course and Horn Rapids amenities. This will not affect other uses adjacent properties use.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

No

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: [\[help\]](#)

No

- c. Describe any structures on the site. [\[help\]](#)

Horn Rapids Pro Shop and Deli

Horn Rapids Banquet Facility

Horn Rapids Golf Cart Barn

Horn Rapids Private Cart Barn

Horn Rapids Bathrooms

d. Will any structures be demolished? If so, what? [\[help\]](#)

Yes

Horn Rapids Golf Cart Barn

Horn Rapids Private Cart Barn

Horn Rapids Bathrooms

Eventually the pro shop and Banquet facility will be replaced.

e. What is the current zoning classification of the site? [\[help\]](#)

Agriculture and PUD (Planned Unit Development)

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

Developed Open Space and Medium Density Residential

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

Not Applicable

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

[\[help\]](#)

No

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

Approximately 100-150

j. Approximately how many people would the completed project displace? [\[help\]](#)

None

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

N/A

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

Our proposal is compatible with the current Horn Rapids Development. We will offer town homes which they have in other developments in Horn Rapids. The only difference is our townhome will not have an age limit to live here. This will be open to all age groups to purchase.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)

There is no agricultural or forest lands of long-term commercial significance in this area.

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

Approximately 54 units of middle-income housing would be provided.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

0

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

We plan to build in phases to reduce the sudden influx of so many new tenants.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

The maximum building height will be 30'. Exterior will be stucco, stone, and siding.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

Direct views of the Golf Course. Most homes in the vicinity will still have a view but it will be smaller views vs a pano view.

- b. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

Build to fit in with the surrounding building/homes.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

Normal housing lighting. Night time.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

No

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

Water from the ponds could glare the sunlight.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

Use lighting that is not too bright and flows with what is already in Horn Rapids.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

Golfing, Swimming pool, Park, tennis courts, walking paths.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

No

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

We will not block or hinder access to walking paths or cart paths.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe. [\[help\]](#)

No

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

No: I reached out to DAHP with this response “there are no buildings/structures/sites/cemeteries located within or immediately adjacent to the proposed project area”.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

I reached out to DAHP to find out if there was anything on our site. They suggested an Inadvertent Discovery Plan (Attached in DB file) incase we find something during construction.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. [\[help\]](#)

We will notify Project Managers, Contractors, and Subcontractors, of our Inadvertent Discovery Plan so they know what to look for and how to proceed.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

Highway 240. Clubhouse Lane, River Valley Dr.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

No. Benton Franklin Transit does not provide service to Horn Rapids Community. The nearest route is Route 123, and the closest stop is 2.8 miles from the site.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

Parking lot will be approved by City of Richland. Golf Course will have roughly 100 parking stalls unless city requires differently.

Each unit will include a driveway that has room for 2 parking spots and a 2-car garage. We have planned for an additional 29 guest parking spots.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

Yes, new private roads will be created as part of the townhome development. Sidewalks will be added to the development as well.

Future plans would require us to work with COR transportation and adjust the public street (U turn into the golf course) to add a new parking lot for Horn Rapids Golf Course.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

No

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

Residential vehicular trips would be daily, main busy hours would be before and after work. I would estimate 100-150 one-way trips per day.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. [\[help\]](#)

no

h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

We plan to work with COR for best solutions in entrance and exits that will impact transportation the least.

15. Public Services [\[help\]](#)

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

No.

b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

N/A

16. Utilities [\[help\]](#)

a. Circle utilities currently available at the site: [\[help\]](#)

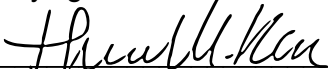
Electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____ Well for water

c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

City of Richland: Electrical, Sewer, Garbage Services, Water

C. Signature [\[help\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee Thera M. Rew

Position and Agency/Organization Owner

Date Submitted: 01/06/2021

Phase I Environmental Site Assessment Report

**Horn Rapids Golf Course
2800 Clubhouse Lane
Richland, WA 99354**

Prepared for

Gale Rew Construction
1616 Terminal Drive
Richland, WA 99352

Prepared by

BMEC
PO Box 545
Waitsburg, WA 99361
Phone: 509-520-4416

Job Number: P2019/0106
03/27/2019

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1.0 GENERAL INFORMATION

Project Information:

Horn Rapids Golf Course

Project Number:

P2019/0106

Consultant Information:

BMEC

PO Box 545

Waitsburg, WA 99361

Phone: 509-520-4416

Fax:

E-mail Address: ymeyer@bmecww.com

Inspection Date: 03/22/2019

Report Date: 03/27/2019

Site Information:

Horn Rapids Golf Course

2800 Clubhouse Lane

Richland, WA 99354

County: Benton

Latitude, Longitude: 46.322227, -119.320834

Site Access Contact: Dale Rew

Client Information:

Gale Rew Construction

Thera Rew

1616 Terminal Drive

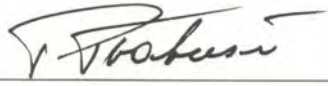
Richland, WA 99352

Site Assessor:



Yancy Meyer
Environmental Professional

Senior Reviewer:



Peter H. Trabusiner
Engineer

EP Certification:

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of this part.



Yancy Meyer - Environmental Professional

AAI Certification:

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Yancy Meyer - Environmental Professional

2.0 EXECUTIVE SUMMARY

2.1 Subject Property Description

The subject property is located at 2800 Clubhouse Lane, in Richland, Washington, on the both sides of Clubhouse Lane, west of the intersection of Clubhouse Lane and River Valley Drive. A survey map and legal description of the property is included in Appendix F of this report. The subject property is currently occupied by a golf course, clubhouse, and outbuildings. The site is surrounded by residences.

2.2 Data Gaps

Data gaps include no prior owner interviews. These gaps are significant; however, given the known history of the site, it is reasonable and prudent to believe that this information would not alter the opinion in Section 2.4.

2.3 Environmental Report Summary

BMEC, Inc. has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-13 of the property located at 2800 Clubhouse Lane, in Richland, Washington. Any exceptions to, or deletions from, this practice are described in Section 3.4 of this report. This assessment has revealed no evidence of Recognized Environmental Conditions in connection with the property with the exception of the following:

Given the 1996 construction of the structures at the site, there are no concerns with asbestos or lead-based paint according to 29 CFR 1926.1101 or 29 CFR 1926.62.

Report Section		No Further Action	REC	HREC	CREC	Issue/Further Investigation	Comments
4.4	Current Use of Property	X					
4.6	Adjoining Property Information	X					
6.1	Standard Environmental Records Sources	X					
6.4.1	Historical Summary	X					
6.4.6	Other Environmental Reports	X					
7.3.1	Hazardous Substances	X					
7.3.3	USTs	X					
7.3.4	ASTs	X					
7.3.5	Other Suspect Containers	X					
7.3.6	Equipment Likely to Contain PCBs	X					
7.3.11	Stained Soil/Stressed Vegetation	X					
9.1	Asbestos-Containing Materials				X		
9.2	Lead-Based Paint				X		
9.3	Radon	X					

2.4 Recommendations

During the course of the on-site visual inspection, a review of the available information at the Benton County Courthouse, the Richland City Library, and a review of the Environmental Database for the site, no potential environmental risks, recognized environmental conditions or hazards were discovered.

It is the opinion of BMEC, Inc. that it is reasonable and prudent to believe that the risk of contamination at the site is so minimal that no further investigation is warranted.

3.0 INTRODUCTION

3.1 Purpose

The purpose of the Phase I Environmental Site Assessment (ESA) was to evaluate the current and historical conditions of the Subject Property in an effort to identify recognized environmental conditions in connection with the Subject Property.

A recognized environmental condition is defined by ASTM E1527-13 as:

Recognized Environmental Condition - the presence or likely presence of any hazardous substances or petroleum products in, on or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions.

De minimis conditions are those that generally do not present a material risk to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate government agencies.

The identification of recognized environmental conditions in connection with the subject property may impose an environmental liability on owners or operators of the site, reduce the value of the site, or restrict the use or marketability of the site, and therefore, further investigation may be warranted to evaluate the scope and extent of potential environmental liabilities.

Unless specifically noted within the text of this Report, this Phase I Environmental Site Assessment (ESA) does not include or address groundwater, soil, or extraneous materials contamination upon or under the surface soils, with respect to testing, coring, or sampling analysis.

3.2 Scope of Work

The Phase I ESA conducted at the Subject Property was in general accordance with ASTM Standard E 1527-13 and included the following:

- Review of previous environmental site assessments;
- Records review;
- Interviews with regulatory officials and personnel associated with the subject and adjoining properties;
- A site visit; and
- Evaluation of information and preparation of the report provided herein.

Typically, a Phase I ESA does not include sampling or testing of air, soil, groundwater, surface water, or building materials. These activities would be carried out in a Phase II ESA, if required. For this Phase I ESA, no additions to the ASTM E 1527-13 standard were made.

3.3 Significant Assumptions

It is assumed that this investigation is being conducted to identify recognized environmental conditions concerning the subject property, and to permit the user to satisfy one of the requirements to qualify for the innocent landowner defense to CERCLA liability. This investigation may mention but does not fully address non-scope considerations such as, but not limited to, asbestos containing materials (ACM), radon, lead-based paint (LBP), lead in drinking water, mold, wetlands, regulatory compliance, cultural and historical resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, and/or high voltage power lines, although, one or more may be mentioned in the report as a business environmental risk concern.

It is also assumed that the information provided by the client is accurate and that the client is not withholding any information that would alter the conclusions of this report.

3.4 Limitations and Exceptions

Along with all of the limitations set forth in various sections of the ASTM E 1527-13 protocol, the accuracy and completeness of this report may be limited by the following:

Access Limitations - None

3.4 Limitations and Exceptions (continued)

Physical Obstructions to Observations - None
Outstanding Information Requests - None
Historical Data Source Failure - No prior owner interviews
Other - None

It should be noted that this assessment did not include a review or audit of operational environmental compliance issues, or of any environmental management systems (EMS) that may exist on the property. Where required, the documents listed in Appendices A and E were used as reference material for the completion of the Phase I ESA. Some of the information presented in this report was provided through existing documents and interviews. Although attempts were made, whenever possible, to obtain a minimum of two confirmatory sources of information, BMEC, Inc. in certain instances has been required to assume that the information provided is accurate.

The information and conclusions contained in this report are based upon work undertaken by trained professional and technical staff in accordance with generally accepted engineering and scientific practices current at the time the work was performed. The conclusions and recommendations presented represent the best judgment of BMEC, Inc. based on the data obtained from the work. Due to the nature of investigation and the limited data available, BMEC, Inc. cannot warrant against undiscovered environmental liabilities. Conclusions and recommendations presented in this report should not be construed as legal advice.

Should additional information become available which differs significantly from our understanding of conditions presented in this report, we request that this information be brought to our attention so that we may reassess the conclusions provided herein.

3.5 Deviations

No deviations from the recommended scope of ASTM Standard E 1527-13 were performed as part of this Phase I ESA with the exception of any additions noted in Detailed Scope of Services.

3.6 Special Terms and Conditions

Authorization to perform this assessment was given by the client on January 23, 2019. Instructions as to the location of the property, access, and an explanation of the property and facilities to be assessed were provided by Brad Rew.

3.7 Reliance

This report has been prepared for the sole benefit of the client. The report may not be relied upon by any other person or entity without the express written consent of BMEC, Inc. and the client. We acknowledge a third party's reliance on this report as part of the process of evaluating the risks associated with this transaction.

4.0 SITE DESCRIPTION

4.1 Location and Legal Description

The subject property is located at 2800 Clubhouse Lane, in Richland, Washington, on the both sides of Clubhouse Lane, west of the intersection of Clubhouse Lane and River Valley Drive. Information obtained from the Benton County Assessor's Department indicated that the tax assessment parcel number for the subject property is 1-2808-200-000-1005, in Section 28, Township 10 N., Range 28 E.W.M. A survey map and legal description of the property is included in Appendix F of this report.

4.2 Activity/Use Limitations

No specific Activity/Use limitations were specified for the subject property.

4.3 Site and Vicinity Description

The subject property consists of approximately 6.18 acres and is developed with an approximately 2,500 square-foot clubhouse building, a 3,000 square foot clubhouse building, 2 golf cart sheds totaling approximately 6,500 square feet, and an approximately 500 square-foot outbuilding. The ground surface at the site slopes gradually to the south. The property is primarily covered with landscaped golf course. The subject property can be accessed from the east via an entrance from Clubhouse Lane.

The site is zoned commercial. The area surrounding the site is primarily residential.

4.4 Current Use of Property

The subject property is currently occupied by Horn Rapids Golf Course.

No unusual or suspicious storage, handling, or disposal was observed.

4.5 Description of Structures and Other Improvements

Structures at the site include:

Property Summary

Size of Property (approximate):	6.18 acres
General Topography of Property:	Sloped to the south
Adjoining and/or Access/Egress Roads:	Clubhouse Lane
Paved or Concrete Areas (including parking):	2%
Unimproved Areas:	10%
Landscaped Areas:	80%
Surface Water:	None
Potable Water Source:	City of Richland
Sanitary Sewer Utility:	City of Richland
Storm Sewer Utility:	None
Electrical Utility:	
Natural Gas Utility:	

Building Summary

Building Name:	Clubhouse 1
Number of Floors:	1
Total Square Feet of Space (approximate):	2500
Construction Completion Date (year):	1996
Construction Type:	Wood framed building on concrete foundation
Interior Finishes Description:	Drywall walls and ceilings, carpet, vinyl, and ceramic floors
Exterior Finishes Description:	
Cooling System Type:	Electric
Heating System Type:	Electric
Emergency Power:	

4.5 Description of Structures and Other Improvements (continued)

Building Name:	Clubhouse 2
Number of Floors:	1
Total Square Feet of Space (approximate):	3000
Construction Completion Date (year):	1996
Construction Type:	Wood framed building on concrete foundation
Interior Finishes Description:	Drywall walls and ceilings, carpet, vinyl, and ceramic floors
Exterior Finishes Description:	
Cooling System Type:	Electric
Heating System Type:	Electric
Emergency Power:	

Building Name:	2 golf cart sheds
Number of Floors:	1
Total Square Feet of Space (approximate):	6500
Construction Completion Date (year):	NA
Construction Type:	Wood framed metal buildings
Interior Finishes Description:	Unfinished
Exterior Finishes Description:	Metal walls and roof
Cooling System Type:	Electric
Heating System Type:	Electric
Emergency Power:	

Building Name:	Outbuilding
Number of Floors:	1
Total Square Feet of Space (approximate):	400
Construction Completion Date (year):	NA
Construction Type:	Wood framed structure on concrete foundation
Interior Finishes Description:	Drywall walls and ceilings, vinyl and carpet floors
Exterior Finishes Description:	Wood walls, composite shingle roof
Cooling System Type:	Electric
Heating System Type:	Electric
Emergency Power:	

4.6 Adjoining Property Information

For the Scope of this Assessment, properties are defined and categorized based upon their physical proximity to the subject property. An adjacent property is any real property located within 0.25 miles of the subject property's border. An adjoining property is any real property whose border is contiguous or partially contiguous with the subject property, or that would be if the properties were not separated by a roadway, street, public thoroughfare, river, or stream. All adjoining properties were inspected to the greatest extent possible given access restrictions.

Direction From Site	Occupant	Use	Comments
North		Residential	
South		Residential	
East		Residential	
West	Golf course	Commercial	

5.0 USER PROVIDED INFORMATION

5.1 Specialized Knowledge

No specialized knowledge in connection with the subject property or facility operations was identified by the user/client.

5.2 Valuation Reduction for Environmental Issues

No environmental issues were identified by the user/client that could result in property value reduction.

5.3 Owner, Property Manager, and Occupant Information

Dale Rew is identified as the Key Site Manager, and was contacted concerning the subject property. Information regarding the site was provided by Mr. Rew. Copies of the provided documents are included in Appendix F of this report.

5.4 Reason For Performing Phase I

The Phase I ESA is being conducted as part of environmental due diligence prior to property transfer or refinancing.

6.0

RECORDS REVIEW

6.1

Standard Environmental Records Sources

BMEC, Inc. contracted Environmental Data Resources, Inc. (EDR) to conduct a search of Federal and State databases containing known and suspected sites of environmental contamination. The number of listed sites identified within the approximate minimum search distance (AMSD) from the Federal and State environmental records database listings specified in ASTM Standard E 1527-13 are summarized in the following table. Detailed information for sites identified within the AMSDs is provided below, along with an opinion about the significance of the listing to the analysis of recognized environmental conditions in connection with the subject property. Copies of the EDR research data and a description of the databases are included in Appendix D of this report.

The subject site and surrounding properties are not listed on environmental databases.

Map Findings Summary

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1	0	0	0	0	NR	0
Proposed NPL		1	0	0	0	0	NR	0
NPL LIENS		0.001	NR	NR	NR	NR	NR	0
Delisted NPL		1	0	0	0	0	NR	0
CORRACTS		1	0	0	0	0	NR	0
RCRA-TSDF		0.5	0	0	0	NR	NR	0
RCRA-LQG		0.25	0	0	NR	NR	NR	0
RCRA-SQG		0.25	0	0	NR	NR	NR	0
RCRA-CESQG		0.25	0	0	NR	NR	NR	0
US ENG CONTROLS		0.5	0	0	0	NR	NR	0
US INST CONTROL		0.5	0	0	0	NR	NR	0
ERNS		0.001	NR	NR	NR	NR	NR	0
HMIRS		0.001	NR	NR	NR	NR	NR	0
DOD		1	0	0	0	0	NR	0
FUDS		1	0	0	0	0	NR	0
US BROWNFIELDS		0.5	0	0	0	NR	NR	0
CONSENT		1	0	0	0	0	NR	0
UMTRA		0.5	0	0	0	NR	NR	0
ODI		0.5	0	0	0	NR	NR	0
TRIS		0.001	NR	NR	NR	NR	NR	0
TSCA		0.001	NR	NR	NR	NR	NR	0
FTTS		0.001	NR	NR	NR	NR	NR	0
SSTS		0.001	NR	NR	NR	NR	NR	0
LUCIS		0.5	0	0	0	NR	NR	0
DOT OPS		0.001	NR	NR	NR	NR	NR	0
ICIS		0.001	NR	NR	NR	NR	NR	0
HIST FTTS		0.001	NR	NR	NR	NR	NR	0
RADINFO		0.001	NR	NR	NR	NR	NR	0
LIENS 2		0.001	NR	NR	NR	NR	NR	0
PADS		0.001	NR	NR	NR	NR	NR	0
MLTS		0.001	NR	NR	NR	NR	NR	0
FINDS		0.001	NR	NR	NR	NR	NR	0
RAATS		0.001	NR	NR	NR	NR	NR	0
FUSRAP		1	0	0	0	0	NR	0
UXO		1	0	0	0	0	NR	0
US CDL		0.001	NR	NR	NR	NR	NR	0
US FIN ASSUR		0.001	NR	NR	NR	NR	NR	0
SCRD DRYCLEANERS		0.5	0	0	0	NR	NR	0
SEMS		0.5	0	0	0	NR	NR	0
EDR Hist Auto		0.125	0	NR	NR	NR	NR	0
US MINES		0.25	0	0	NR	NR	NR	0
COAL ASH EPA		0.5	0	0	0	NR	NR	0
COAL ASH DOE		0.001	NR	NR	NR	NR	NR	0
SEMS-ARCHIVE		0.5	0	0	0	NR	NR	0
EDR Hist Cleaner		0.125	0	NR	NR	NR	NR	0

6.1 Standard Environmental Records Sources (continued)

HIST FTTS INSP		0.001	NR	NR	NR	NR	NR	0
DEBRIS REGION 9		0.5	0	0	0	NR	NR	0
ABANDONED MINES		0.001	NR	NR	NR	NR	NR	0
USGS WATER WELLS		1	0	0	0	0	NR	0
US AIRS (AFS)		0.001	NR	NR	NR	NR	NR	0
EPA WATCH LIST		0.001	NR	NR	NR	NR	NR	0
2020 COR ACTION		0.25	0	0	NR	NR	NR	0
FEDERAL FACILITY		0.5	0	0	0	NR	NR	0
ECHO		0.001	NR	NR	NR	NR	NR	0
PRP		0.001	NR	NR	NR	NR	NR	0
ROD		1	0	0	0	0	NR	0
PCB TRANSFORMER		0.001	NR	NR	NR	NR	NR	0
RMP		0.001	NR	NR	NR	NR	NR	0
US MINES 2		0.25	0	0	NR	NR	NR	0
RCRA NonGen / NLR		0.25	0	0	NR	NR	NR	0
EDR Hist Cleaner		0.125	0	NR	NR	NR	NR	0
EDR Hist Auto		0.125	0	NR	NR	NR	NR	0
US AIRS MINOR		0.001	NR	NR	NR	NR	NR	0
LEAD SMELTER 2		0.001	NR	NR	NR	NR	NR	0
US MINES 3		0.25	0	0	NR	NR	NR	0
PWS		0.001	NR	NR	NR	NR	NR	0
US HIST CDL		0.001	NR	NR	NR	NR	NR	0
FTTS INSP		0.001	NR	NR	NR	NR	NR	0
DOCKET HWC		0.001	NR	NR	NR	NR	NR	0
FUELS PROGRAM		0.25	0	0	NR	NR	NR	0
FEMA UST		0.25	0	0	NR	NR	NR	0
LEAD SMELTER 1		0.001	NR	NR	NR	NR	NR	0
SWF/LF		0.5	0	0	0	NR	NR	0
ALLSITES		0.5	0	3	2	NR	NR	5
CSCSL		1	0	0	0	0	NR	0
HSL		1	0	0	0	0	NR	0
CSCSL NFA		0.5	0	0	0	NR	NR	0
UIC		0.001	NR	NR	NR	NR	NR	0
SWTIRE		0.5	0	0	0	NR	NR	0
LUST		0.5	0	0	0	NR	NR	0
UST		0.25	0	0	NR	NR	NR	0
AST		0.25	0	0	NR	NR	NR	0
WA MANIFEST		0.25	0	0	NR	NR	NR	0
SPILLS		0.001	NR	NR	NR	NR	NR	0
INST CONTROL		0.5	0	0	0	NR	NR	0
ICR		0.5	0	0	0	NR	NR	0
VCP		0.5	0	0	0	NR	NR	0
DRYCLEANERS		0.25	0	0	NR	NR	NR	0
BROWNFIELDS		0.5	0	0	0	NR	NR	0
CDL		0.001	NR	NR	NR	NR	NR	0
SEATTLE Co. LF		0.5	0	0	0	NR	NR	0
SPILLS 90		0.001	NR	NR	NR	NR	NR	0
COAL ASH		0.5	0	0	0	NR	NR	0
SWTIRE 2		0.5	0	0	0	NR	NR	0
RGA LF		0.001	NR	NR	NR	NR	NR	0
KING Co. LF		0.5	0	0	0	NR	NR	0
SEATTLE/KING Co. LF		0.5	0	0	0	NR	NR	0
Financial Assurance 2		0.001	NR	NR	NR	NR	NR	0
SWRCY		0.5	0	0	0	NR	NR	0
WELLS KITSAP		1	0	0	0	0	NR	0
NPDES		0.001	NR	NR	NR	NR	NR	0
RGA LUST		0.001	NR	NR	NR	NR	NR	0
Financial Assurance 1		0.001	NR	NR	NR	NR	NR	0
PTAP		0.5	0	0	0	NR	NR	0
ASBESTOS		0.001	NR	NR	NR	NR	NR	0
RGA HWS		0.001	NR	NR	NR	NR	NR	0

6.1 Standard Environmental Records Sources (continued)

DAY CARE		0.001	NR	NR	NR	NR	NR	0
Financial Assurance 3		0.001	NR	NR	NR	NR	NR	0
HIST CDL		0.001	NR	NR	NR	NR	NR	0
TACOMA/PIERCE Co. LF		0.5	0	0	0	NR	NR	0
INACTIVE DRYCLEANERS		0.25	0	0	NR	NR	NR	0
SNOHOMISH Co. LF		0.5	0	0	0	NR	NR	0
AIRS (EMI)		0.001	NR	NR	NR	NR	NR	0
WELLS		1	0	0	0	0	NR	0
INDIAN LUST		0.5	0	0	0	NR	NR	0
INDIAN UST		0.25	0	0	NR	NR	NR	0
INDIAN VCP		0.5	0	0	0	NR	NR	0
INDIAN ODI		0.5	0	0	0	NR	NR	0
INDIAN RESERV		0.001	NR	NR	NR	NR	NR	0
EDR MGP		1	0	0	0	0	NR	0

Detail Summary

Site Name: HORN CREEK PH 3

Databases: ALLSITES

Address:

Distance: 977

Direction: Southeast

Elevation: Higher

Comments:

Site Name: LCR CONSTRUCTION

Databases: ALLSITES

Address: HWY 240

Distance: 1003

Direction: North

Elevation: Higher

Comments:

6.2 Additional Environmental Record Sources

No summary information has been entered regarding additional environmental record sources.

6.3 Physical Setting Sources

Source of reference is a United States Geological Survey (USGS) 7.5 Minute Topographic Quadrangle (quad) Map containing the subject property. The USGS 7.5 minute quad map has an approximate scale of 1" to 24,000 feet, shows physical features such as water bodies, and roadways. The USGS 7.5 quad map is considered to be the only Standard Physical Setting Source, and is sufficient as a single reference.

6.3.1 Topography

The property consists of two parcels of land with improvements. The site is accessible from Clubhouse Lane and River Valley Drive. The nearest major roadway is Hwy. 240, approximately 1,000 feet northwest of the site. The elevation is 394 feet above mean sea level.

6.3.2 Surface Water Bodies

The nearest major body of water is the Yakima River, approximately one mile southwest of the site. There are no flood zones or wetlands associated with the site.

6.3.3 Geology and Hydrology

Groundwater flow direction may be impacted by surface topography, hydrology, hydro-geology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata. The groundwater gradient inferred from topography is to the southwest towards the Yakima River.

6.4 Historical Use

6.4.1 Historical Summary

Historical information identifying the past site use was obtained from a variety of sources as detailed in Appendix C of this report and included: AERIAL PHOTOGRAPHS

Historical research indicates the site was developed in 1996 on previously undeveloped land.

6.4.2 Title Records

No title records were provided by the user/client. Please refer to the Records Review section for current and historical ownership/use of the subject property.

6.4.3 City Directories

City directories for the subject property and surrounding area were not readily available or practically reviewable.

6.4.4 Aerial Photos

Aerial photographs were available from 1952, 1964, 1973, 1976, 1982, 1988, 1991, 1996, 2006, 2009, 2013, and 2017:

Summary

Date(s)	Property Comments	Surrounding Area Comments
1952 - 1991	Subject site and surrounding properties are undeveloped.	
1996 - 2017	Current improvements at the site	

6.4.5 Sanborn/Historical Maps

Sanborn fire insurance maps for the subject property and surrounding area were not readily available or practically reviewable.

6.4.6 Other Environmental Reports

No previous environmental reports were identified by BMEC or made available by the client/user during the Phase I ESA.

6.4.7 Building Department Records

Records were reviewed at the Richland Building Department. A copy of the Building Department records is included in the Appendix.

6.4.8 Other Land Use Records

No additional land use records were available during the course of the investigation.

6.5 Environmental Liens and Activity/Use Limitations

No environmental liens or activity/use restrictions in connection with the subject property were identified by the user/client.

7.0 SITE RECONNAISSANCE

7.1 Methodology and Limiting Conditions

The site reconnaissance was conducted on March 22, 2019, by Yancy Meyer, Environmental Professional with BMEC. Weather conditions at the time of the site reconnaissance were sunny with temperatures in the 50s. The visual reconnaissance consisted of observing the boundaries of the property and systematically traversing the site to provide an overlapping field of view, wherever possible. The periphery of the on-site structure was observed along with interior accessible common areas, storage and maintenance areas. Photographs of pertinent site features identified are included in Appendix B.

7.2 General Site Setting

The subject property consists of approximately 6.18 acres and is developed with an approximately 2,500 square-foot clubhouse building, a 3,000 square foot clubhouse building, 2 golf cart sheds totaling approximately 6,500 square feet, and an approximately 500 square-foot outbuilding. The ground surface at the site slopes gradually to the south. The property is primarily covered with landscaped golf course. The subject property can be accessed from the east via an entrance from Clubhouse Lane.

7.3 Site Visit Findings

7.3.1 Hazardous Substances

No hazardous substances were identified on the subject property.

No unusual or suspicious storage, handling, or disposal was observed.

7.3.2 Petroleum Products

Petroleum products at the subject property include gasoline stored in a 300-gallon aboveground storage tank (AST) (see Section 7.3.4).

7.3.3 USTs

No readily apparent evidence of underground storage tanks (USTs) was identified on the subject property.

7.3.4 ASTs

One gasoline AST was observed at the site:

Summary

Capacity (gals.)	Contents	Construction Materials	Comments
300	Gasoline	Steel	

7.3.5 Other Suspect Containers

No other suspect containers were identified on the subject property.

7.3.6 Equipment Likely to Contain PCBs

No equipment likely to contain PCBs was observed on the subject property.

7.3.7 Interior Staining/Corrosion

No interior staining or corrosion was observed in the subject buildings.

7.3.8 Discharge Features

Building drains discharge to City sewer. No other discharge features (catch basins, oil/water separators, etc.) were observed on the subject property.

7.3.9 Pits, Ponds, And Lagoons

Ponds are a part of the golf course landscaping. No pits, ponds or lagoons in connection with waste treatment or disposal were observed on the subject property.

7.3.10 Solid Waste Dumping/Landfills

No readily apparent evidence of solid waste dumping, suspect fill material, or landfills was identified on the subject property.

7.3.11 Stained Soil/Stressed Vegetation

No stained soil or stressed vegetation was observed on the subject property.

7.3.12 Wells

No evidence of water supply or groundwater monitoring wells was observed on the subject property.

8.0 INTERVIEWS

a) Interview with Owner

HJBT Properties LLC is listed as the current owner. Dale Rew was interviewed, and said that knew of no environmental concerns with the site.

b) Interview with Site Manager

Dale Rew was identified as the Key Site Manager for the property. A questionnaire completed by Mr. Rew is included in Appendix F of this report.

c) Interviews with Occupants

Horn Rapids Golf Course occupies the site.

d) Interviews with Local Government Officials

Benton County Assessor's Office information was obtained on-line. These records indicate the site was developed in 1996 on previously undeveloped land.

e) Interviews with Others

No other interviews were conducted.

9.0 OTHER ENVIRONMENTAL CONSIDERATIONS

9.1 Asbestos-Containing Materials

The term "asbestos" is applied to a group of naturally occurring fibrous, inorganic hydrated mineral silicates. Asbestos-containing building materials (ACBM) were widely used in building applications as fireproofing, insulation, and soundproofing from about 1946 until the EPA banned its use. Any material containing more than one percent asbestos is considered an ACM by the Environmental Protection Agency (EPA). Asbestos has been designated as a hazardous air pollutant under the National Emission Standard for Hazardous Air Pollutants (NESHAP). The NESHAP regulations prohibit visible asbestos emissions from mills and manufacturing plants, establish notification requirements and procedures for the demolition and renovation of all buildings containing friable asbestos, and delineate procedures to be followed in the disposal of asbestos-containing waste material. "Friable asbestos material" is any material that contains greater than one percent asbestos by weight, and can be pulverized, crumbled, or reduced to powder by hand pressure. To date, there are no federal regulations requiring the removal of asbestos from industrial or commercial buildings, even if friable.

Given the 1996 development at the subject property, there are no concerns with asbestos according to 29 CFR 1926.1101.

9.2 Lead-Based Paint

In 1978, the Federal Government banned the use of lead-based paint in residential applications; however, use in general industry continued at a decreased rate to the present. Lead-based paint presents a hazard through inhalation or ingestion of paint chips or vapor fumes. The greatest cumulative health threat is to young children, and for this reason the Department of Housing and Urban Development (HUD) has promulgated lead standards and survey requirements for buildings affected by HUD funding. This HUD regulation represents the only Federal requirement for lead-based paint hazard management applicable to privately owned structures.

Given the 1996 development of the site, there are no concerns with lead-based paint according to 29 CFR 1926.62.

9.3 Radon

Radon is emitted by the natural breakdown and radioactive decay of uranium in rocks and soils, which then enters buildings through cracks in the foundation, sump pumps, areas around drainage pipes and other openings. In addition, radon may enter a structure as a water contaminant, natural-gas contaminant, or off-gas by product of building materials. Once inside an enclosed space, radon can accumulate.

Radon has been declared by the EPA as the second leading contributor to lung cancer, after smoking. EPA guidelines for the highest acceptable level of radon are 4 picoCuries per liter (pCi/l). At this level, the estimated number of lung-cancer deaths due to radon exposure is 13-50 out of 1,000. An EPA survey of indoor radon concentrations in 11,000 homes from Arizona to Massachusetts revealed that radon levels exceeded the EPA's action level of 4 pCi/l in one out of three homes. Yet another study in 10 other states found that one in five homes exceeded the 4 pCi/l level.

No visual estimation technique exists that accurately predicts the potential radon risk within a building. The radon risk is a function of site location, soils composition, building construction, foundation integrity, and previous landfill practices. Actual physical testing of a building is the only way to accurately determine the radon levels. Radon health risks can be controlled by recognizing the potential for a problem, by testing and by reduction of radon levels in the building. The property exhibits low potential for radon contamination, based upon the visual indicators observed during the site observation.

The EPA has assigned each of the 3141 counties in the United States to one of the three Radon Zones:

Zone 1	Predicted average indoor screening level	>than 4pCi/L
Zone 2	Predicted average indoor screening level	>=2 pCi/L and<= 4pCi/L
Zone 3	Predicted average indoor screening level	< 2 pCi/L

Benton County Radon Zone Level: 2

9.4 Wetlands

This site was not listed in the environmental database as containing wetlands, and the soil did not qualify as a hydric soil. Visual on site inspection revealed no evidence of areas of standing water or wetland plant indicators.

9.4 Wetlands (continued)

It should be noted that these wetland observations are based on secondary information and conditions at the time of the site visit, and do not take into account weather variations such as season, drought, snow cover, etc. If further wetlands review is required, a wetlands delineation should be performed by a qualified hydro-geologist.

9.5 Microbial Contamination (Mold)

Since no EPA, State or Federal, threshold limits have been set for mold spores, no sampling for mold will be done to check a building's compliance with Federal or other mold standards.

The results of sampling may have limited use or application. Sampling may only help locate the source of mold contamination, identify some of the mold species present, and differentiate between mold, soot or dirt.

Air sampling for mold provides information only for the moment in which the sampling occurred, much like a snapshot. Air sampling will reveal, when properly done, what was in the air at the moment the sample was taken. Without set mold standards, sampling results are difficult to interpret, especially if there is no visible mold growth present. On the other hand, if there is visible mold growth present, sampling is unnecessary.

The building was inspected for visual evidence of mold or mildew. None was found during the inspection. There was no evidence for leaking roofs or any history for water damage to the building. Washington State currently has no official regulations concerning mold contamination.

9.6 Vapor Encroachment

BMEC, Inc. performed a Tier 1 Initial Screening for Vapor Encroachment Conditions (VECs) at the subject property. Historical and government databases were reviewed at specific search distances to identify properties contaminated by Chemicals of Concern (COCs) within the following Areas of Concern (AOC) where groundwater flow direction cannot be determined:

- One third of one mile for known or suspect contaminated sites with non-petroleum COCs
- One tenth of one mile for known or suspect contaminated sites with petroleum COCs

The following AOCs can be applied where groundwater flow direction can be determined:

- Up-gradient
 - One third of one mile for known or suspect contaminated sites with non-petroleum COCs
 - One tenth of one mile for known or suspect contaminated sites with petroleum COCs
- Down-gradient
 - One hundred feet for known or suspect contaminated sites with non-petroleum COCs
 - Thirty feet for known or suspect contaminated sites with petroleum COCs
- Cross-gradient
 - One hundred feet for known or suspect contaminated sites with non-petroleum COCs + plume width
 - Thirty feet for known or suspect contaminated sites with petroleum COCs + plume width

After conducting the VEC screen at the subject property, it is the opinion of BMEC, Inc. that:

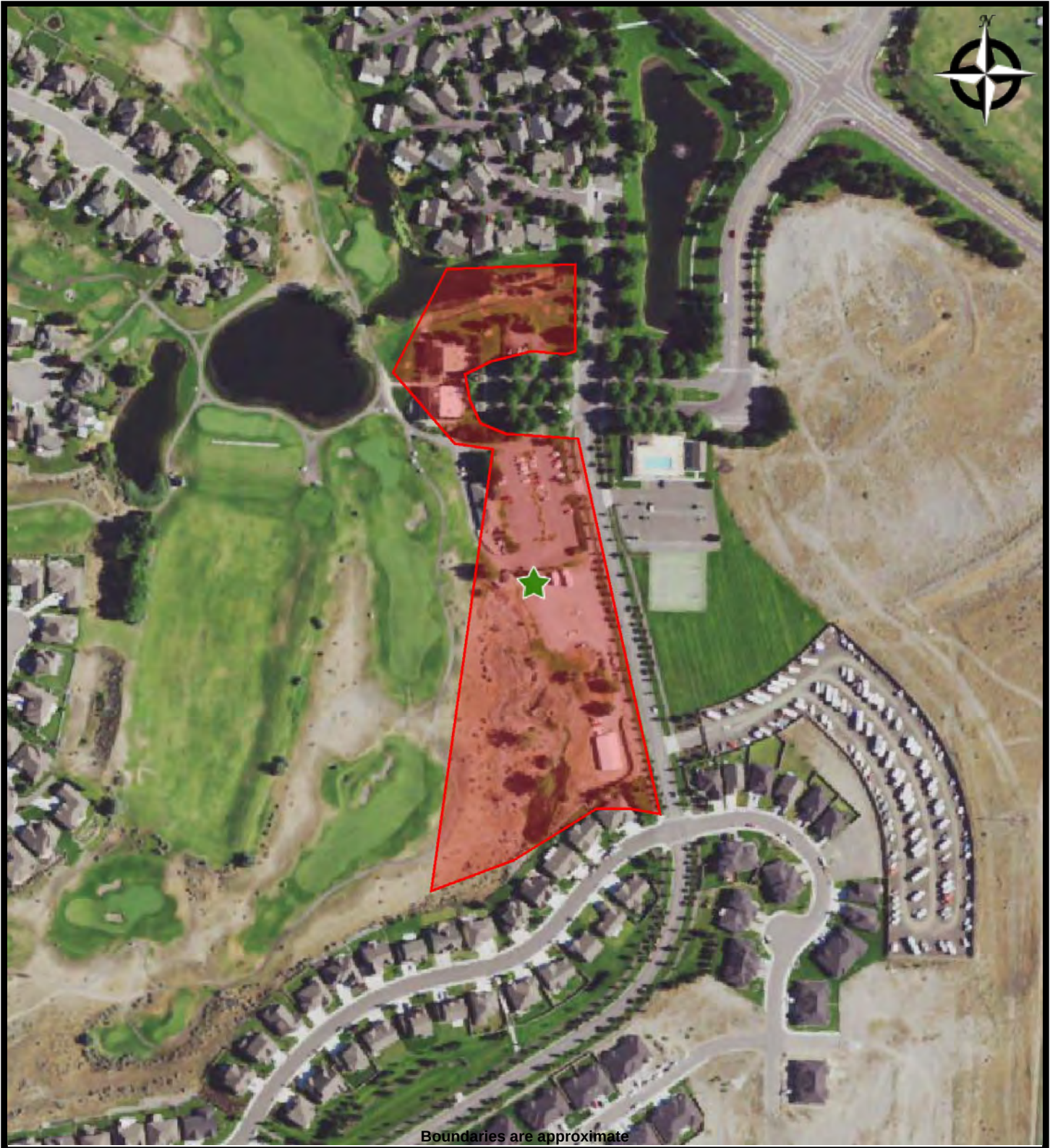
- A VEC can be ruled out because it does not exist or is not likely to exist

9.7 Client-Specific Items

There are no client-specific items entered for the Site.

Appendix A:

Figures



DR PARCEL PLAT

AERIAL MAP
HORN RAPIDS GOLF COURSE
2800 Clubhouse Lane
Richland, Washington 99354

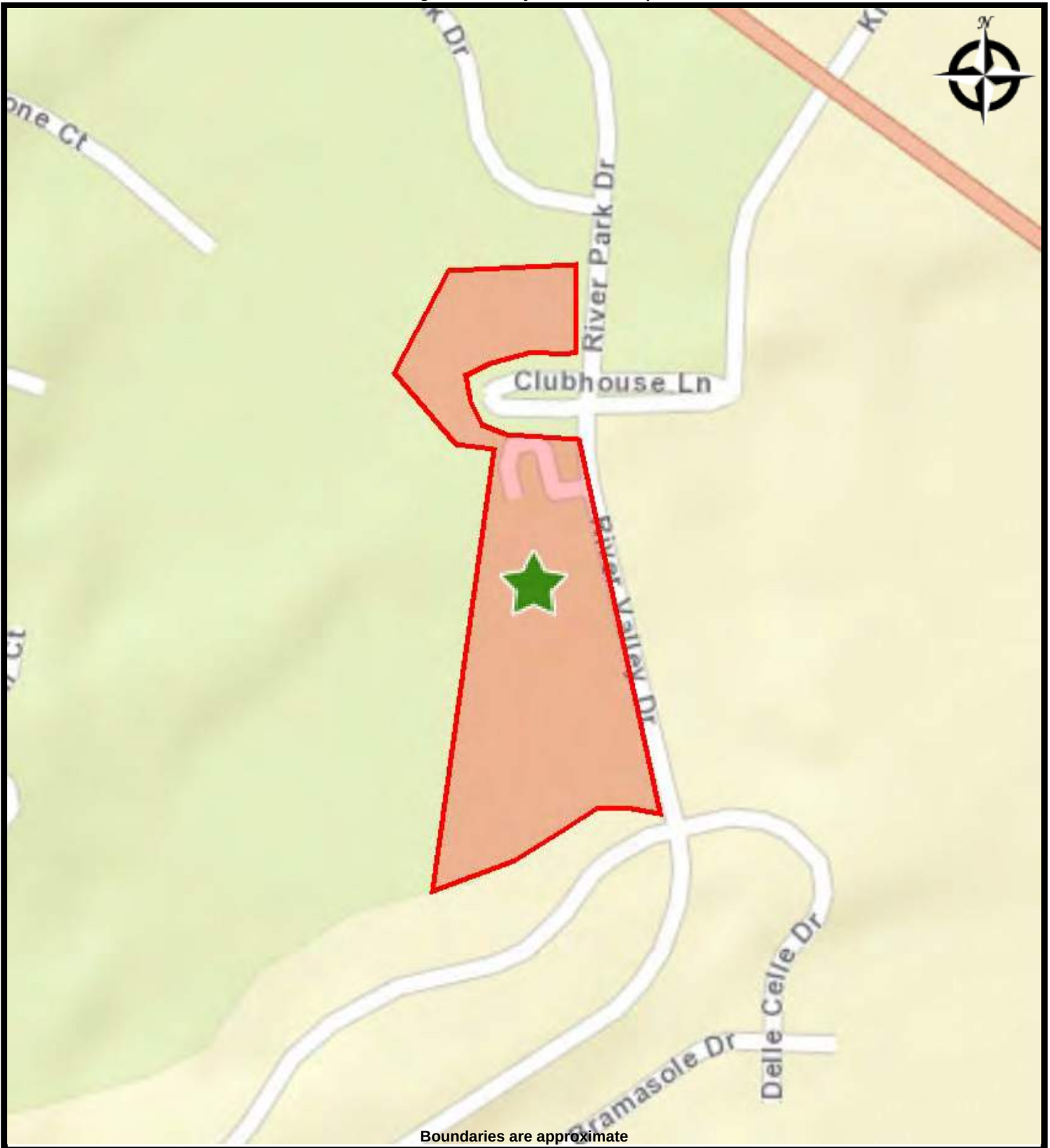
PREPARED FOR: Gale Rew Construction

PROJ. MGR:

DRAWN BY: Yancy Meyer

DATE: 3/27/2019

PROJ. #: P2019/0106



DR PARCEL PLAT

STREET MAP
HORN RAPIDS GOLF COURSE
2800 Clubhouse Lane
Richland, Washington 99354

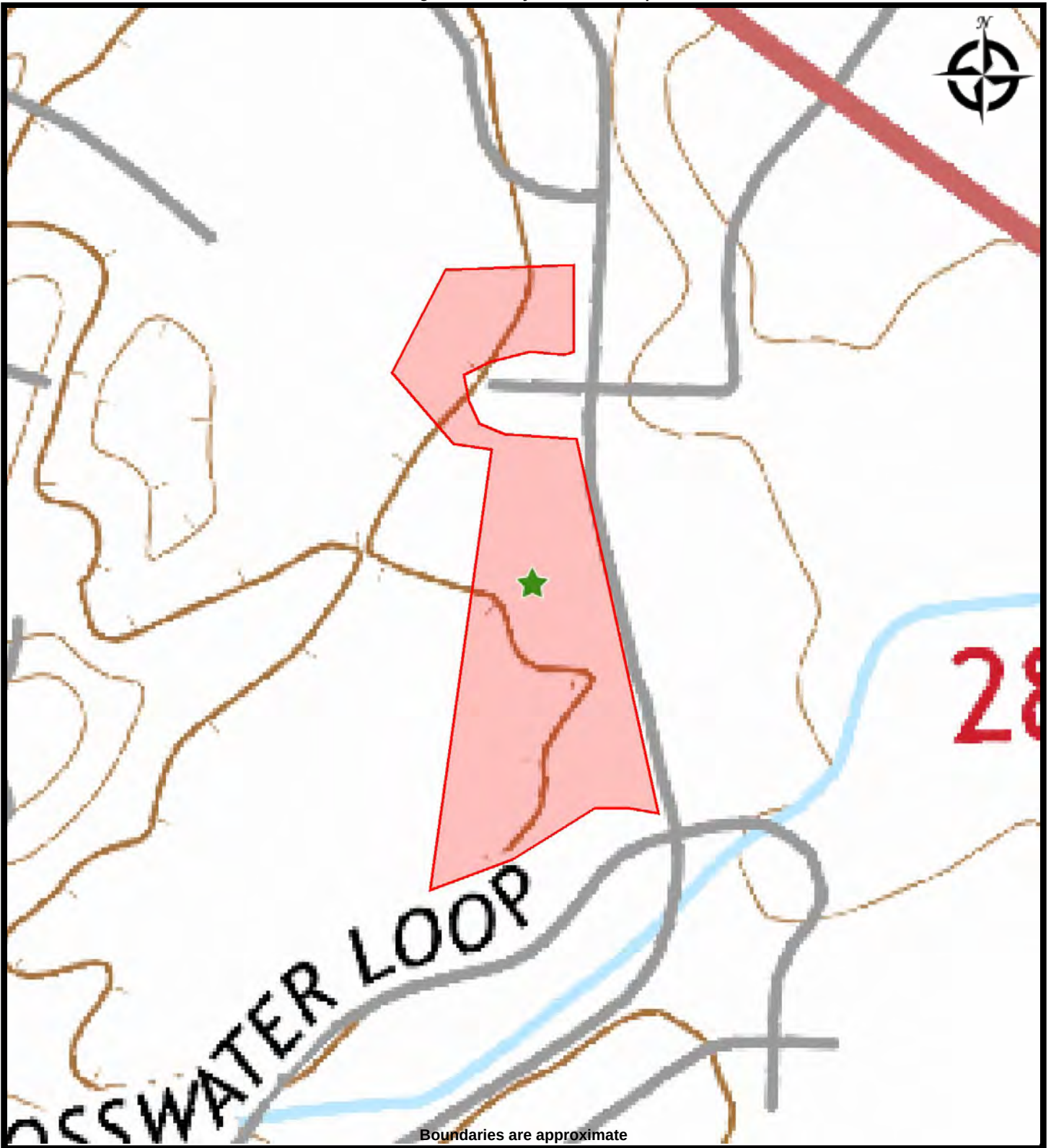
PREPARED FOR: Gale Rew Construction

PROJ. MGR:

DRAWN BY: Yancy Meyer

DATE: 3/27/2019

PROJ. #: P2019/0106



DR PARCEL PLAT

TOPO MAP
HORN RAPIDS GOLF COURSE
2800 Clubhouse Lane
Richland, Washington 99354

PREPARED FOR: Gale Rew Construction

PROJ. MGR:

DRAWN BY: Yancy Meyer

DATE: 3/27/2019

PROJ. #: P2019/0106

Appendix B:

Photographs



Site looking south



Site looking north



Site looking north



Park adjoining the site to the east



Residences south of the site



Golf cart shed at the site



Site looking south



Site looking west



Site looking west



Site looking northwest



Golf cart shed



Golf cart shed



Interior of shack



Gas AST at the site



Golf cart shed



Site looking southwest



Site looking south



Site looking west



Site looking southwest

Appendix C:

Historical Research



Horn Rapids Golf Course
2800 Clubhouse Lane
Richland, WA 99354

Inquiry Number: 5599400.3

March 22, 2019

Certified Sanborn® Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

03/22/19

Site Name:

Horn Rapids Golf Course
2800 Clubhouse Lane
Richland, WA 99354
EDR Inquiry # 5599400.3

Client Name:

Blue Mountain Env. Cons. Inc.
125 Main St
Waitsburg, WA 99361-0000
Contact: Yancy Meyer



The Sanborn Library has been searched by EDR and maps covering the target property location as provided by Blue Mountain Env. Cons. Inc. were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Certification # A3F2-4338-9942

PO # NA

Project P2019/0106

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.



Sanborn® Library search results

Certification #: A3F2-4338-9942

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☒ Library of Congress
- ☒ University Publications of America
- ☒ EDR Private Collection

The Sanborn Library LLC Since 1866™

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Horn Rapids Golf Course

2800 Clubhouse Lane

Richland, WA 99354

Inquiry Number: 5599400.5

March 25, 2019

The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

03/25/19

Site Name:

Horn Rapids Golf Course
2800 Clubhouse Lane
Richland, WA 99354
EDR Inquiry # 5599400.5

Client Name:

Blue Mountain Env. Cons. Inc.
125 Main St
Waitsburg, WA 99361-0000
Contact: Yancy Meyer



Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
2017	1"=500'	Flight Year: 2017	USDA/NAIP
2013	1"=500'	Flight Year: 2013	USDA/NAIP
2009	1"=500'	Flight Year: 2009	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
1996	1"=500'	Acquisition Date: July 05, 1996	USGS/DOQQ
1991	1"=500'	Flight Date: July 02, 1991	USGS
1988	1"=500'	Flight Date: July 08, 1988	USGS
1982	1"=500'	Flight Date: August 01, 1982	USDA
1976	1"=500'	Flight Date: July 01, 1976	USGS
1973	1"=500'	Flight Date: May 01, 1973	USGS
1964	1"=500'	Flight Date: November 02, 1964	USGS
1952	1"=500'	Flight Date: October 17, 1952	USGS

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INQUIRY #: 5599400.5

YEAR: 2017

— = 500'





INQUIRY #: 5599400.5

YEAR: 2013

— = 500'





INQUIRY #: 5599400.5

YEAR: 2009

— = 500'





INQUIRY #: 5599400.5

YEAR: 2006

— = 500'





INQUIRY #: 5599400.5

YEAR: 1996

— = 500'



Subject boundary not shown because it exceeds image extent or image is not georeferenced.





INQUIRY #: 5599400.5

YEAR: 1988

— = 500'



Subject boundary not shown because it exceeds image extent or image is not georeferenced.



INQUIRY #: 5599400.5

YEAR: 1982

— = 500'





INQUIRY #: 5599400.5

YEAR: 1976

— = 500'





INQUIRY #: 5599400.5

YEAR: 1973

— = 500'





INQUIRY #: 5599400.5

YEAR: 1964

— = 500'





INQUIRY #: 5599400.5

YEAR: 1952

— = 500'



Appendix D:

Regulatory Records

Horn Rapids Golf Course

2800 Clubhouse Lane

Richland, WA 99354

Inquiry Number: 5599400.2s

March 22, 2019

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

2800 CLUBHOUSE LANE
RICHLAND, WA 99354

COORDINATES

Latitude (North):	46.3222270 - 46° 19' 20.01"
Longitude (West):	119.3208340 - 119° 19' 15.00"
Universal Transverse Mercator:	Zone 11
UTM X (Meters):	321335.2
UTM Y (Meters):	5132249.5
Elevation:	395 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	6004525 RICHLAND, WA
Version Date:	2014

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20150625
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
2800 CLUBHOUSE LANE
RICHLAND, WA 99354

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	HORN CREEK PH 3		ALLSITES	Higher	977, 0.185, SE
2	COPPERLEAF PHASE 2	HORN RAPIDS	ALLSITES	Lower	990, 0.188, SSW
3	LCR CONSTRUCTION	HWY 240	ALLSITES	Higher	1003, 0.190, North
4	GREYHAWK PHASE I		ALLSITES	Higher	1829, 0.346, WNW
5	SANDPIPER 2 SUBDIVIS		ALLSITES	Higher	1964, 0.372, NW

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL..... National Priority List
Proposed NPL..... Proposed National Priority List Sites
NPL LIENS..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL..... National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY..... Federal Facility Site Information listing
SEMS..... Superfund Enterprise Management System

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE..... Superfund Enterprise Management System Archive

Federal RCRA CORRACTS facilities list

CORRACTS..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG..... RCRA - Large Quantity Generators
RCRA-SQG..... RCRA - Small Quantity Generators
RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS..... Land Use Control Information System
US ENG CONTROLS..... Engineering Controls Sites List

EXECUTIVE SUMMARY

US INST CONTROL..... Sites with Institutional Controls

Federal ERNS list

ERNS..... Emergency Response Notification System

State- and tribal - equivalent NPL

HSL..... Hazardous Sites List

State- and tribal - equivalent CERCLIS

CSCSL..... Confirmed and Suspected Contaminated Sites List

State and tribal landfill and/or solid waste disposal site lists

SWF/LF..... Solid Waste Facility Database

State and tribal leaking storage tank lists

LUST..... Leaking Underground Storage Tanks Site List

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

FEMA UST..... Underground Storage Tank Listing

UST..... Underground Storage Tank Database

AST..... Aboveground Storage Tank Locations

INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal institutional control / engineering control registries

INST CONTROL..... Institutional Control Site List

State and tribal voluntary cleanup sites

ICR..... Independent Cleanup Reports

INDIAN VCP..... Voluntary Cleanup Priority Listing

VCP..... Voluntary Cleanup Program Sites

PTAP..... PTAP Site Listing

State and tribal Brownfields sites

BROWNFIELDS..... Brownfields Sites Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY..... Recycling Facility List

EXECUTIVE SUMMARY

SWTIRE.....	Solid Waste Tire Facilities
INDIAN ODI.....	Report on the Status of Open Dumps on Indian Lands
ODI.....	Open Dump Inventory
DEBRIS REGION 9.....	Torres Martinez Reservation Illegal Dump Site Locations
IHS OPEN DUMPS.....	Open Dumps on Indian Land

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL.....	Delisted National Clandestine Laboratory Register
CDL.....	Clandestine Drug Lab Contaminated Site List
HIST CDL.....	List of Sites Contaminated by Clandestine Drug Labs
CSCSL NFA.....	Confirmed & Contaminated Sites - No Further Action
US CDL.....	National Clandestine Laboratory Register

Local Land Records

LIENS 2.....	CERCLA Lien Information
--------------	-------------------------

Records of Emergency Release Reports

HMIRS.....	Hazardous Materials Information Reporting System
SPILLS.....	Reported Spills
SPILLS 90.....	SPILLS 90 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR.....	RCRA - Non Generators / No Longer Regulated
FUDS.....	Formerly Used Defense Sites
DOD.....	Department of Defense Sites
SCRD DRYCLEANERS.....	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR.....	Financial Assurance Information
EPA WATCH LIST.....	EPA WATCH LIST
2020 COR ACTION.....	2020 Corrective Action Program List
TSCA.....	Toxic Substances Control Act
TRIS.....	Toxic Chemical Release Inventory System
SSTS.....	Section 7 Tracking Systems
ROD.....	Records Of Decision
RMP.....	Risk Management Plans
RAATS.....	RCRA Administrative Action Tracking System
PRP.....	Potentially Responsible Parties
PADS.....	PCB Activity Database System
ICIS.....	Integrated Compliance Information System
FTTS.....	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS.....	Material Licensing Tracking System
COAL ASH DOE.....	Steam-Electric Plant Operation Data
COAL ASH EPA.....	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER.....	PCB Transformer Registration Database
RADINFO.....	Radiation Information Database
HIST FTTS.....	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS.....	Incident and Accident Data
CONSENT.....	Superfund (CERCLA) Consent Decrees
INDIAN RESERV.....	Indian Reservations
FUSRAP.....	Formerly Utilized Sites Remedial Action Program
UMTRA.....	Uranium Mill Tailings Sites

EXECUTIVE SUMMARY

LEAD SMELTERS.....	Lead Smelter Sites
US AIRS.....	Aerometric Information Retrieval System Facility Subsystem
US MINES.....	Mines Master Index File
ABANDONED MINES.....	Abandoned Mines
FINDS.....	Facility Index System/Facility Registry System
DOCKET HWC.....	Hazardous Waste Compliance Docket Listing
ECHO.....	Enforcement & Compliance History Information
UXO.....	Unexploded Ordnance Sites
FUELS PROGRAM.....	EPA Fuels Program Registered Listing
AIRS.....	Washington Emissions Data System
ASBESTOS.....	ASBESTOS
COAL ASH.....	Coal Ash Disposal Site Listing
DRYCLEANERS.....	Drycleaner List
Financial Assurance.....	Financial Assurance Information Listing
Inactive Drycleaners.....	Inactive Drycleaners
MANIFEST.....	Hazardous Waste Manifest Data
NPDES.....	Water Quality Permit System Data
UIC.....	Underground Injection Wells Listing

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP.....	EDR Proprietary Manufactured Gas Plants
EDR Hist Auto.....	EDR Exclusive Historical Auto Stations
EDR Hist Cleaner.....	EDR Exclusive Historical Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS.....	Recovered Government Archive State Hazardous Waste Facilities List
RGA LF.....	Recovered Government Archive Solid Waste Facilities List
RGA LUST.....	Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

EXECUTIVE SUMMARY

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Hazardous waste / Contaminated Sites

ALLSITES: Information on facilities and sites of interest to the Department of Ecology.

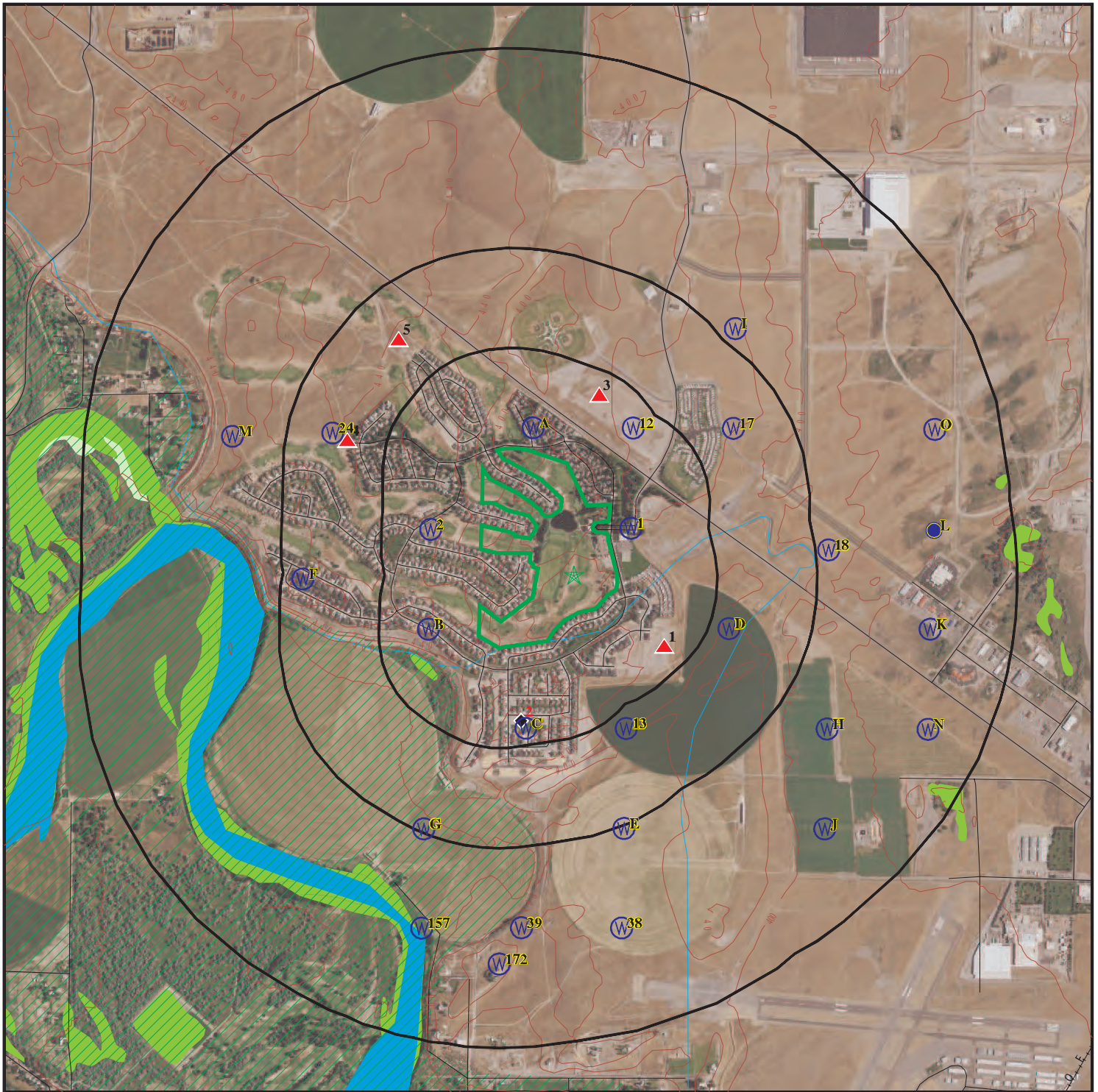
A review of the ALLSITES list, as provided by EDR, and dated 10/30/2018 has revealed that there are 5 ALLSITES sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HORN CREEK PH 3 Facility Id: 71880		SE 1/8 - 1/4 (0.185 mi.)	1	8
LCR CONSTRUCTION Facility Id: 4871	HWY 240	N 1/8 - 1/4 (0.190 mi.)	3	8
GREYHAWK PHASE I Facility Id: 15372		WNW 1/4 - 1/2 (0.346 mi.)	4	9
SANDPIPER 2 SUBDIVIS Facility Id: 20140		NW 1/4 - 1/2 (0.372 mi.)	5	9
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
COPPERLEAF PHASE 2 Facility Id: 12392	HORN RAPIDS	SSW 1/8 - 1/4 (0.188 mi.)	2	8

EXECUTIVE SUMMARY

There were no unmapped sites in this report.

OVERVIEW MAP - 5599400.2S



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

Indian Reservations BIA

100-year flood zone

500-year flood zone

National Wetland Inventory

State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Horn Rapids Golf Course
ADDRESS: 2800 Clubhouse Lane
Richland WA 99354
LAT/LONG: 46.322227 / 119.320834

CLIENT: Blue Mountain Env. Cons. Inc.
CONTACT: Yancy Meyer
INQUIRY #: 5599400.2s
DATE: March 22, 2019 10:37 pm

An aerial photograph of a residential area with a green boundary and a black boundary. The green boundary encloses a central area with a pond and a green star. The black boundary encloses a larger area. Various landmarks are marked with blue circles containing letters (A, B, C, D, W1, W2, W12, W13, W17) and red triangles with numbers (1, 3, 4). A green star is located in the center of the green boundary. A green hatched area is visible in the bottom left corner. The map shows streets, houses, and a large body of water on the right side.

 State Wetlands

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

CLIENT: Blue Mountain Env. Cons. Inc.
CONTACT: Yancy Meyer
INQUIRY #: 5599400.2s
DATE: March 22, 2019 10:37 pm

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Federal NPL site list</i>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	0.001		0	NR	NR	NR	NR	0
<i>Federal Delisted NPL site list</i>								
Delisted NPL	1.000		0	0	0	0	NR	0
<i>Federal CERCLIS list</i>								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
<i>Federal CERCLIS NFRAP site list</i>								
SEMS-ARCHIVE	0.500		0	0	0	NR	NR	0
<i>Federal RCRA CORRACTS facilities list</i>								
CORRACTS	1.000		0	0	0	0	NR	0
<i>Federal RCRA non-CORRACTS TSD facilities list</i>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<i>Federal RCRA generators list</i>								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<i>Federal institutional controls / engineering controls registries</i>								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
<i>Federal ERNS list</i>								
ERNS	0.001		0	NR	NR	NR	NR	0
<i>State- and tribal - equivalent NPL</i>								
HSL	1.000		0	0	0	0	NR	0
<i>State- and tribal - equivalent CERCLIS</i>								
CSCSL	1.000		0	0	0	0	NR	0
<i>State and tribal landfill and/or solid waste disposal site lists</i>								
SWF/LF	0.500		0	0	0	NR	NR	0
<i>State and tribal leaking storage tank lists</i>								
LUST	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		0	0	NR	NR	NR	0
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
INST CONTROL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
ICR	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
VCP	0.500		0	0	0	NR	NR	0
PTAP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
<u>ADDITIONAL ENVIRONMENTAL RECORDS</u>								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
SWRCY	0.500		0	0	0	NR	NR	0
SWTIRE	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
IHS OPEN DUMPS	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
ALLSITES	0.500		0	3	2	NR	NR	5
CDL	0.001		0	NR	NR	NR	NR	0
HIST CDL	0.001		0	NR	NR	NR	NR	0
CSCSL NFA	0.500		0	0	0	NR	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	0.001		0	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.001		0	NR	NR	NR	NR	0
SPILLS	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SPILLS 90	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	0.001		0	NR	NR	NR	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
ABANDONED MINES	0.001		0	NR	NR	NR	NR	0
FINDS	0.001		0	NR	NR	NR	NR	0
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
ASBESTOS	0.001		0	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
Inactive Drycleaners	0.250		0	0	NR	NR	NR	0
MANIFEST	0.250		0	0	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
UIC	0.001		0	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EDR Hist Auto	0.125		0	NR	NR	NR	NR	0
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
<u>EDR RECOVERED GOVERNMENT ARCHIVES</u>								
<i>Exclusive Recovered Govt. Archives</i>								
RGA HWS	0.001		0	NR	NR	NR	NR	0
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		0	0	3	2	0	0	5

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

EDR ID Number
EPA ID Number

1
SE
1/8-1/4
0.185 mi.
977 ft.

HORN CREEK PH 3
RICHLAND, WA 99352

ALLSITES **S121442520**
N/A

Relative: ALLSITES:
Higher Facility Name: HORN CREEK PH 3
Actual: Facility Id: 71880
403 ft.

Interaction: 124782
Interaction 1: I
Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: Horn Creek Ph 3
Program ID: No Permit
Date Interaction: 2017-11-21 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.319716249000003
Longitude: -119.316112272

2
SSW
1/8-1/4
0.188 mi.
990 ft.

COPPERLEAF PHASE 2
HORN RAPIDS
RICHLAND, WA

ALLSITES **S110764489**
N/A

Relative: ALLSITES:
Lower Facility Name: COPPERLEAF PHASE 2
Actual: Facility Id: 12392
393 ft.

Interaction: 96372
Interaction 1: I
Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: COPPERLEAF PHASE 2
Program ID: WAR124847
Date Interaction: 2011-02-04 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.316994139999998
Longitude: -119.32358590299999

3
North
1/8-1/4
0.190 mi.
1003 ft.

LCR CONSTRUCTION
HWY 240
RICHLAND, WA 99354

ALLSITES **S118821242**
N/A

Relative: ALLSITES:
Higher Facility Name: LCR CONSTRUCTION
Actual: Facility Id: 4871
405 ft.

Interaction: 119137
Interaction 1: A

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

LCR CONSTRUCTION (Continued)

S118821242

Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: LCR Construction
Program ID: WAR304481
Date Interaction: 2016-08-15 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.32881265599997
Longitude: -119.319478295

4
WNW
1/4-1/2
0.346 mi.
1829 ft.

GREYHAWK PHASE I
RICHLAND, WA 99352

ALLSITES S118493828
N/A

Relative:
Higher
Actual:
446 ft.

ALLSITES:
Facility Name: GREYHAWK PHASE I
Facility Id: 15372

Interaction: 116266
Interaction 1: I
Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: Greyhawk Phase I
Program ID: WAR303649
Date Interaction: 2015-12-31 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.327171362999998
Longitude: -119.332657321

5
NW
1/4-1/2
0.372 mi.
1964 ft.

SANDPIPER 2 SUBDIVISION
RICHLAND, WA 99352

ALLSITES S121304690
N/A

Relative:
Higher
Actual:
447 ft.

ALLSITES:
Facility Name: SANDPIPER 2 SUBDIVISION
Facility Id: 20140

Interaction: 123423
Interaction 1: A
Interaction 2: CONSTSWGP
Ecology Program: WATQUAL
Program Data: PARIS
Facility Alt.: Sandpiper 2 Subdivision
Program ID: WAR305804
Date Interaction: 2017-06-30 00:00:00
Date Interaction 3: Construction SW GP
Latitude: 46.330826999999999
Longitude: -119.329966164

Count: 0 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
NO SITES FOUND					

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 02/06/2019	Source: EPA
Date Data Arrived at EDR: 02/15/2019	Telephone: N/A
Date Made Active in Reports: 03/15/2019	Last EDR Contact: 03/14/2019
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/15/2019
	Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 02/06/2019	Source: EPA
Date Data Arrived at EDR: 02/15/2019	Telephone: N/A
Date Made Active in Reports: 03/15/2019	Last EDR Contact: 03/14/2019
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/15/2019
	Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 02/06/2019
Date Data Arrived at EDR: 02/15/2019
Date Made Active in Reports: 03/15/2019
Number of Days to Update: 28

Source: EPA
Telephone: N/A
Last EDR Contact: 03/14/2019
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/07/2016
Date Data Arrived at EDR: 01/05/2017
Date Made Active in Reports: 04/07/2017
Number of Days to Update: 92

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 01/04/2019
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly known as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 02/06/2019
Date Data Arrived at EDR: 02/15/2019
Date Made Active in Reports: 03/15/2019
Number of Days to Update: 28

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 03/14/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 02/06/2019	Source: EPA
Date Data Arrived at EDR: 02/15/2019	Telephone: 800-424-9346
Date Made Active in Reports: 03/15/2019	Last EDR Contact: 03/14/2019
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/29/2019
	Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/01/2018	Source: EPA
Date Data Arrived at EDR: 03/28/2018	Telephone: 800-424-9346
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 10/17/2018	Source: Department of the Navy
Date Data Arrived at EDR: 10/25/2018	Telephone: 843-820-7326
Date Made Active in Reports: 12/07/2018	Last EDR Contact: 02/07/2019
Number of Days to Update: 43	Next Scheduled EDR Contact: 05/27/2019
	Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 01/31/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/04/2019	Telephone: 703-603-0695
Date Made Active in Reports: 03/08/2019	Last EDR Contact: 02/04/2019
Number of Days to Update: 32	Next Scheduled EDR Contact: 06/10/2019
	Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 01/31/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/04/2019	Telephone: 703-603-0695
Date Made Active in Reports: 03/08/2019	Last EDR Contact: 02/04/2019
Number of Days to Update: 32	Next Scheduled EDR Contact: 06/10/2019
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 02/04/2019

Date Data Arrived at EDR: 02/08/2019

Date Made Active in Reports: 03/08/2019

Number of Days to Update: 28

Source: National Response Center, United States Coast Guard

Telephone: 202-267-2180

Last EDR Contact: 02/08/2019

Next Scheduled EDR Contact: 04/08/2019

Data Release Frequency: Quarterly

State- and tribal - equivalent NPL

HSL: Hazardous Sites List

The Hazardous Sites List is a subset of the CSCSL Report. It includes sites which have been assessed and ranked using the Washington Ranking Method (WARM).

Date of Government Version: 08/22/2018

Date Data Arrived at EDR: 09/07/2018

Date Made Active in Reports: 09/25/2018

Number of Days to Update: 18

Source: Department of Ecology

Telephone: 360-407-7200

Last EDR Contact: 03/05/2019

Next Scheduled EDR Contact: 06/17/2019

Data Release Frequency: Semi-Annually

State- and tribal - equivalent CERCLIS

CSCSL: Confirmed and Suspected Contaminated Sites List

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 10/16/2018

Date Data Arrived at EDR: 10/18/2018

Date Made Active in Reports: 11/27/2018

Number of Days to Update: 40

Source: Department of Ecology

Telephone: 360-407-7200

Last EDR Contact: 01/16/2019

Next Scheduled EDR Contact: 04/29/2019

Data Release Frequency: Quarterly

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Solid Waste Facility Database

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/03/2018

Date Data Arrived at EDR: 12/11/2018

Date Made Active in Reports: 02/12/2019

Number of Days to Update: 63

Source: Department of Ecology

Telephone: 360-407-6132

Last EDR Contact: 03/04/2019

Next Scheduled EDR Contact: 06/17/2019

Data Release Frequency: Annually

State and tribal leaking storage tank lists

LUST: Leaking Underground Storage Tanks Site List

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 11/12/2018

Date Data Arrived at EDR: 11/15/2018

Date Made Active in Reports: 01/30/2019

Number of Days to Update: 76

Source: Department of Ecology

Telephone: 360-407-7183

Last EDR Contact: 02/14/2019

Next Scheduled EDR Contact: 05/27/2019

Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 04/24/2018	Source: EPA Region 7
Date Data Arrived at EDR: 05/18/2018	Telephone: 913-551-7003
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/13/2018	Source: EPA Region 1
Date Data Arrived at EDR: 05/18/2018	Telephone: 617-918-1313
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 04/12/2018	Source: EPA, Region 5
Date Data Arrived at EDR: 05/18/2018	Telephone: 312-886-7439
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 04/12/2018	Source: EPA Region 10
Date Data Arrived at EDR: 05/18/2018	Telephone: 206-553-2857
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 04/10/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/18/2018	Telephone: 415-972-3372
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 04/25/2018	Source: EPA Region 8
Date Data Arrived at EDR: 05/18/2018	Telephone: 303-312-6271
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/08/2018	Source: EPA Region 4
Date Data Arrived at EDR: 05/18/2018	Telephone: 404-562-8677
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/05/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 04/01/2018	Source: EPA Region 6
Date Data Arrived at EDR: 05/18/2018	Telephone: 214-665-6597
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 05/15/2017	Source: FEMA
Date Data Arrived at EDR: 05/30/2017	Telephone: 202-646-5797
Date Made Active in Reports: 10/13/2017	Last EDR Contact: 01/08/2019
Number of Days to Update: 136	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: Varies

UST: Underground Storage Tank Database

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 10/10/2018	Source: Department of Ecology
Date Data Arrived at EDR: 10/12/2018	Telephone: 360-407-7183
Date Made Active in Reports: 11/27/2018	Last EDR Contact: 02/11/2019
Number of Days to Update: 46	Next Scheduled EDR Contact: 05/27/2019
	Data Release Frequency: Quarterly

AST: Aboveground Storage Tank Locations

A listing of aboveground storage tank locations regulated by the Department of Ecology's Spill Prevention, Preparedness and Response Program.

Date of Government Version: 12/14/2015	Source: Department of Ecology
Date Data Arrived at EDR: 02/02/2016	Telephone: 360-407-7562
Date Made Active in Reports: 05/03/2016	Last EDR Contact: 01/28/2019
Number of Days to Update: 91	Next Scheduled EDR Contact: 05/11/2019
	Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 04/13/2018	Source: EPA, Region 1
Date Data Arrived at EDR: 05/18/2018	Telephone: 617-918-1313
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/08/2018	Source: EPA Region 4
Date Data Arrived at EDR: 05/18/2018	Telephone: 404-562-9424
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/05/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/12/2018	Source: EPA Region 5
Date Data Arrived at EDR: 05/18/2018	Telephone: 312-886-6136
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 04/01/2018	Source: EPA Region 6
Date Data Arrived at EDR: 05/18/2018	Telephone: 214-665-7591
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 04/24/2018	Source: EPA Region 7
Date Data Arrived at EDR: 05/18/2018	Telephone: 913-551-7003
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 04/25/2018	Source: EPA Region 8
Date Data Arrived at EDR: 05/18/2018	Telephone: 303-312-6137
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 04/10/2018	Source: EPA Region 9
Date Data Arrived at EDR: 05/18/2018	Telephone: 415-972-3368
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 04/12/2018	Source: EPA Region 10
Date Data Arrived at EDR: 05/18/2018	Telephone: 206-553-2857
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 03/07/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

State and tribal institutional control / engineering control registries

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INST CONTROL: Institutional Control Site List
Sites that have institutional controls.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 10/18/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 40

Source: Department of Ecology
Telephone: 360-407-7170
Last EDR Contact: 01/16/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

State and tribal voluntary cleanup sites

INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

VCP: Voluntary Cleanup Program Sites

Sites that have entered either the Voluntary Cleanup Program or its predecessor Independent Remedial Action Program.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 10/18/2018
Date Made Active in Reports: 11/28/2018
Number of Days to Update: 41

Source: Department of Ecology
Telephone: 360-407-7200
Last EDR Contact: 01/16/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Varies

ICR: Independent Cleanup Reports

These are remedial action reports Ecology has received from either the owner or operator of the sites. These actions have been conducted without department oversight or approval and are not under an order or decree. This database is no longer updated by the Department of Ecology.

Date of Government Version: 12/01/2002
Date Data Arrived at EDR: 01/03/2003
Date Made Active in Reports: 01/22/2003
Number of Days to Update: 19

Source: Department of Ecology
Telephone: 360-407-7200
Last EDR Contact: 08/10/2009
Next Scheduled EDR Contact: 11/09/2009
Data Release Frequency: No Update Planned

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 12/19/2018
Next Scheduled EDR Contact: 04/08/2019
Data Release Frequency: Varies

PTAP: PTAP Site Listing

A list of sites accepted into the Petroleum Technical Assistance Program. The Petroleum Technical Assistance Program (PTAP) expands the state's ability to respond to the high customer demand to clean up petroleum contaminated sites. Under the PTAP, the Pollution Liability Insurance Agency (PLIA) may provide informal site-specific technical consultations and issue written opinion letters to persons conducting independent remedial actions at qualifying petroleum cleanup sites. PLIA may provide these services under the authority of RCW 70.149.040(9) and the Model Toxics Control Act (MTCA), Chapter 70.149 RCW and Chapter 173-340 WAC.

Date of Government Version: 11/12/2018
Date Data Arrived at EDR: 11/15/2018
Date Made Active in Reports: 01/30/2019
Number of Days to Update: 76

Source: Department of Ecology
Telephone: 360-407-0515
Last EDR Contact: 02/14/2019
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Sites Listing

A listing of brownfields sites included in the Confirmed & Suspected Sites Listing. Brownfields are abandoned, idle or underused commercial or industrial properties, where the expansion or redevelopment is hindered by real or perceived contamination. Brownfields vary in size, location, age, and past use -- they can be anything from a five-hundred acre automobile assembly plant to a small, abandoned corner gas station.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 10/18/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 40

Source: Department of Ecology
Telephone: 360-725-4030
Last EDR Contact: 01/16/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 12/17/2018
Date Data Arrived at EDR: 12/18/2018
Date Made Active in Reports: 01/11/2019
Number of Days to Update: 24

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 03/19/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWTIRE: Solid Waste Tire Facilities

This study identified sites statewide with unauthorized accumulations of scrap tires.

Date of Government Version: 11/01/2005
Date Data Arrived at EDR: 03/16/2006
Date Made Active in Reports: 04/13/2006
Number of Days to Update: 28

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 09/08/2017
Next Scheduled EDR Contact: 12/18/2017
Data Release Frequency: Varies

SWRCY: Recycling Facility List

A listing of recycling center locations.

Date of Government Version: 10/25/2018
Date Data Arrived at EDR: 10/30/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 28

Source: Department of Ecology
Telephone: 360-407-6105
Last EDR Contact: 01/22/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

SWTIRE 2: Solid Waste Tire Facilities 2 solid waste tire piles

Date of Government Version: 06/20/2017
Date Data Arrived at EDR: 06/23/2017
Date Made Active in Reports: 05/30/2018
Number of Days to Update: 341

Source: Department of Ecology
Telephone: 425-649-7104
Last EDR Contact: 03/20/2019
Next Scheduled EDR Contact: 06/16/2019
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 01/29/2019
Next Scheduled EDR Contact: 05/13/2019
Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 01/17/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014
Date Data Arrived at EDR: 08/06/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 176

Source: Department of Health & Human Services, Indian Health Service
Telephone: 301-443-1452
Last EDR Contact: 02/01/2019
Next Scheduled EDR Contact: 05/13/2019
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 09/21/2018
Date Data Arrived at EDR: 09/21/2018
Date Made Active in Reports: 11/09/2018
Number of Days to Update: 49

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 02/21/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: No Update Planned

ALLSITES: Facility/Site Identification System Listing

Information on facilities and sites of interest to the Department of Ecology.

Date of Government Version: 10/30/2018
Date Data Arrived at EDR: 11/01/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 26

Source: Department of Ecology
Telephone: 360-407-6423
Last EDR Contact: 01/28/2019
Next Scheduled EDR Contact: 05/11/2019
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

CDL: Clandestine Drug Lab Contaminated Site List

Illegal methamphetamine labs use hazardous chemicals that create public health hazards. Chemicals and residues can cause burns, respiratory and neurological damage, and death. Biological hazards associated with intravenous needles, feces, and blood also pose health risks.

Date of Government Version: 08/08/2018	Source: Department of Health
Date Data Arrived at EDR: 11/14/2018	Telephone: 360-236-3380
Date Made Active in Reports: 12/21/2018	Last EDR Contact: 02/04/2019
Number of Days to Update: 37	Next Scheduled EDR Contact: 05/20/2019
	Data Release Frequency: Varies

HIST CDL: List of Sites Contaminated by Clandestine Drug Labs

This listing of contaminated sites by Clandestine Drug Labs includes non-remediated properties. The current CDL listing does not. This listing is no longer updated by the state agency.

Date of Government Version: 02/08/2007	Source: Department of Health
Date Data Arrived at EDR: 06/26/2007	Telephone: 360-236-3381
Date Made Active in Reports: 07/19/2007	Last EDR Contact: 06/02/2008
Number of Days to Update: 23	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

CSCSL NFA: Confirmed and Contaminated Sites - No Further Action

This report contains information about sites that are undergoing cleanup and sites that are awaiting further investigation and/or cleanup. Sites on the Hazardous Sites List (see above) are included in this data set.

Date of Government Version: 10/16/2018	Source: Department of Ecology
Date Data Arrived at EDR: 10/18/2018	Telephone: 360-407-7170
Date Made Active in Reports: 11/27/2018	Last EDR Contact: 01/16/2019
Number of Days to Update: 40	Next Scheduled EDR Contact: 04/29/2019
	Data Release Frequency: Quarterly

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/21/2018	Source: Drug Enforcement Administration
Date Data Arrived at EDR: 09/21/2018	Telephone: 202-307-1000
Date Made Active in Reports: 11/09/2018	Last EDR Contact: 02/21/2019
Number of Days to Update: 49	Next Scheduled EDR Contact: 06/10/2019
	Data Release Frequency: Quarterly

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 03/11/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/14/2019	Telephone: 202-564-6023
Date Made Active in Reports: 03/21/2019	Last EDR Contact: 03/14/2019
Number of Days to Update: 7	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 02/08/2019	Source: U.S. Department of Transportation
Date Data Arrived at EDR: 02/08/2019	Telephone: 202-366-4555
Date Made Active in Reports: 03/21/2019	Last EDR Contact: 02/08/2019
Number of Days to Update: 41	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

SPILLS: Reported Spills

Spills reported to the Spill Prevention, Preparedness and Response Division.

Date of Government Version: 12/17/2018	Source: Department of Ecology
Date Data Arrived at EDR: 12/19/2018	Telephone: 360-407-6950
Date Made Active in Reports: 02/12/2019	Last EDR Contact: 03/04/2019
Number of Days to Update: 55	Next Scheduled EDR Contact: 06/17/2019
	Data Release Frequency: Semi-Annually

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 05/23/2006	Source: FirstSearch
Date Data Arrived at EDR: 01/03/2013	Telephone: N/A
Date Made Active in Reports: 03/06/2013	Last EDR Contact: 01/03/2013
Number of Days to Update: 62	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 03/01/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/28/2018	Telephone: (206) 553-1200
Date Made Active in Reports: 06/22/2018	Last EDR Contact: 12/03/2018
Number of Days to Update: 86	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 07/08/2015	Telephone: 202-528-4285
Date Made Active in Reports: 10/13/2015	Last EDR Contact: 03/20/2019
Number of Days to Update: 97	Next Scheduled EDR Contact: 06/03/2019
	Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 11/10/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 01/11/2019
Number of Days to Update: 62	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: Semi-Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005	Source: U.S. Geological Survey
Date Data Arrived at EDR: 02/06/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 01/11/2019
Number of Days to Update: 339	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/03/2017	Telephone: 615-532-8599
Date Made Active in Reports: 04/07/2017	Last EDR Contact: 02/15/2019
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/27/2019
	Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 01/31/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/04/2019	Telephone: 202-566-1917
Date Made Active in Reports: 03/08/2019	Last EDR Contact: 02/04/2019
Number of Days to Update: 32	Next Scheduled EDR Contact: 04/08/2019
	Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/21/2014	Telephone: 617-520-3000
Date Made Active in Reports: 06/17/2014	Last EDR Contact: 02/08/2019
Number of Days to Update: 88	Next Scheduled EDR Contact: 05/20/2019
	Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/08/2018	Telephone: 703-308-4044
Date Made Active in Reports: 07/20/2018	Last EDR Contact: 02/08/2019
Number of Days to Update: 73	Next Scheduled EDR Contact: 05/20/2019
	Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016	Source: EPA
Date Data Arrived at EDR: 06/21/2017	Telephone: 202-260-5521
Date Made Active in Reports: 01/05/2018	Last EDR Contact: 12/21/2018
Number of Days to Update: 198	Next Scheduled EDR Contact: 04/01/2019
	Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2016	Source: EPA
Date Data Arrived at EDR: 01/10/2018	Telephone: 202-566-0250
Date Made Active in Reports: 01/12/2018	Last EDR Contact: 02/20/2019
Number of Days to Update: 2	Next Scheduled EDR Contact: 06/03/2019
	Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009	Source: EPA
Date Data Arrived at EDR: 12/10/2010	Telephone: 202-564-4203
Date Made Active in Reports: 02/25/2011	Last EDR Contact: 01/25/2019
Number of Days to Update: 77	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 12/12/2018	Source: EPA
Date Data Arrived at EDR: 12/28/2018	Telephone: 703-416-0223
Date Made Active in Reports: 01/11/2019	Last EDR Contact: 03/14/2019
Number of Days to Update: 14	Next Scheduled EDR Contact: 06/17/2019
	Data Release Frequency: Annually

RMP: Risk Management Plans

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 02/01/2019	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/14/2019	Telephone: 202-564-8600
Date Made Active in Reports: 03/21/2019	Last EDR Contact: 01/22/2019
Number of Days to Update: 35	Next Scheduled EDR Contact: 05/06/2019
	Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 08/13/2018	Source: EPA
Date Data Arrived at EDR: 10/04/2018	Telephone: 202-564-6023
Date Made Active in Reports: 11/09/2018	Last EDR Contact: 03/14/2019
Number of Days to Update: 36	Next Scheduled EDR Contact: 05/20/2019
	Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 09/14/2018	Source: EPA
Date Data Arrived at EDR: 10/11/2018	Telephone: 202-566-0500
Date Made Active in Reports: 12/07/2018	Last EDR Contact: 01/11/2019
Number of Days to Update: 57	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/23/2016	Telephone: 202-564-2501
Date Made Active in Reports: 02/10/2017	Last EDR Contact: 01/07/2019
Number of Days to Update: 79	Next Scheduled EDR Contact: 04/22/2019
	Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/18/2017
Next Scheduled EDR Contact: 12/04/2017
Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 08/30/2016
Date Data Arrived at EDR: 09/08/2016
Date Made Active in Reports: 10/21/2016
Number of Days to Update: 43

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 01/22/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 03/07/2019
Next Scheduled EDR Contact: 06/17/2019
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 09/10/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 03/05/2019
Next Scheduled EDR Contact: 06/17/2019
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 05/24/2017
Date Data Arrived at EDR: 11/30/2017
Date Made Active in Reports: 12/15/2017
Number of Days to Update: 15

Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 01/25/2019
Next Scheduled EDR Contact: 05/06/2019
Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/02/2019
Date Data Arrived at EDR: 01/03/2019
Date Made Active in Reports: 03/15/2019
Number of Days to Update: 71

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 01/03/2019
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 12/03/2018
Date Data Arrived at EDR: 01/29/2019
Date Made Active in Reports: 03/21/2019
Number of Days to Update: 51

Source: Department of Transportation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 01/29/2019
Next Scheduled EDR Contact: 05/11/2019
Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2018
Date Data Arrived at EDR: 02/11/2019
Date Made Active in Reports: 03/21/2019
Number of Days to Update: 38

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 01/07/2019
Next Scheduled EDR Contact: 04/22/2019
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 02/22/2017
Date Made Active in Reports: 09/28/2017
Number of Days to Update: 218

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 02/13/2019
Next Scheduled EDR Contact: 06/03/2019
Data Release Frequency: Biennially

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/14/2015
Date Made Active in Reports: 01/10/2017
Number of Days to Update: 546

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 01/07/2019
Next Scheduled EDR Contact: 04/22/2019
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 08/08/2017
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 01/31/2019
Next Scheduled EDR Contact: 05/20/2019
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 06/23/2017
Date Data Arrived at EDR: 10/11/2017
Date Made Active in Reports: 11/03/2017
Number of Days to Update: 23

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 02/22/2019
Next Scheduled EDR Contact: 06/03/2019
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 03/11/2019
Date Data Arrived at EDR: 03/14/2019
Date Made Active in Reports: 03/21/2019
Number of Days to Update: 7

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 03/14/2019
Next Scheduled EDR Contact: 04/15/2019
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust.

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/12/2016
Date Data Arrived at EDR: 10/26/2016
Date Made Active in Reports: 02/03/2017
Number of Days to Update: 100

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 09/26/2017
Next Scheduled EDR Contact: 01/08/2018
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/01/2018
Date Data Arrived at EDR: 08/29/2018
Date Made Active in Reports: 10/05/2018
Number of Days to Update: 37

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 02/27/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 03/01/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 03/01/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 09/10/2018
Date Data Arrived at EDR: 09/11/2018
Date Made Active in Reports: 09/14/2018
Number of Days to Update: 3

Source: Department of Interior
Telephone: 202-208-2609
Last EDR Contact: 03/21/2019
Next Scheduled EDR Contact: 06/24/2019
Data Release Frequency: Quarterly

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 02/15/2019	Source: EPA
Date Data Arrived at EDR: 03/05/2019	Telephone: (206) 553-1200
Date Made Active in Reports: 03/15/2019	Last EDR Contact: 03/05/2019
Number of Days to Update: 10	Next Scheduled EDR Contact: 06/17/2019
	Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 09/30/2017	Source: Department of Defense
Date Data Arrived at EDR: 06/19/2018	Telephone: 703-704-1564
Date Made Active in Reports: 09/14/2018	Last EDR Contact: 01/14/2019
Number of Days to Update: 87	Next Scheduled EDR Contact: 04/29/2019
	Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/31/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/26/2018	Telephone: 202-564-0527
Date Made Active in Reports: 10/05/2018	Last EDR Contact: 03/01/2019
Number of Days to Update: 71	Next Scheduled EDR Contact: 06/10/2019
	Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 09/02/2018	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/05/2018	Telephone: 202-564-2280
Date Made Active in Reports: 09/14/2018	Last EDR Contact: 03/05/2019
Number of Days to Update: 9	Next Scheduled EDR Contact: 06/17/2019
	Data Release Frequency: Quarterly

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 08/22/2018	Source: EPA
Date Data Arrived at EDR: 08/22/2018	Telephone: 800-385-6164
Date Made Active in Reports: 10/05/2018	Last EDR Contact: 02/21/2019
Number of Days to Update: 44	Next Scheduled EDR Contact: 06/03/2019
	Data Release Frequency: Quarterly

AIRS (EMI): Washington Emissions Data System

Emissions inventory data.

Date of Government Version: 04/23/2018	Source: Department of Ecology
Date Data Arrived at EDR: 04/25/2018	Telephone: 360-407-6040
Date Made Active in Reports: 06/04/2018	Last EDR Contact: 02/25/2019
Number of Days to Update: 40	Next Scheduled EDR Contact: 04/01/2019
	Data Release Frequency: Annually

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

ASBESTOS: Asbestos Notification Listing Asbestos sites

Date of Government Version: 12/10/2018
Date Data Arrived at EDR: 12/18/2018
Date Made Active in Reports: 02/12/2019
Number of Days to Update: 56

Source: Department of Labor & Industries
Telephone: 360-902-6209
Last EDR Contact: 02/19/2019
Next Scheduled EDR Contact: 06/03/2019
Data Release Frequency: Varies

COAL ASH: Coal Ash Disposal Site Listing A listing of coal ash disposal site locations.

Date of Government Version: 12/07/2018
Date Data Arrived at EDR: 12/11/2018
Date Made Active in Reports: 02/12/2019
Number of Days to Update: 63

Source: Department of Ecology
Telephone: 360-407-6933
Last EDR Contact: 03/04/2019
Next Scheduled EDR Contact: 06/17/2019
Data Release Frequency: Varies

DRYCLEANERS: Drycleaner List

A listing of registered drycleaners who registered with the Department of Ecology (using the SIC code of 7215 and 7216) as hazardous waste generators.

Date of Government Version: 10/24/2018
Date Data Arrived at EDR: 10/25/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 33

Source: Department of Ecology
Telephone: 360-407-6732
Last EDR Contact: 01/14/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

A listing of financial assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 11/27/2018
Date Data Arrived at EDR: 11/30/2018
Date Made Active in Reports: 01/30/2019
Number of Days to Update: 61

Source: Department of Ecology
Telephone: 360-586-1060
Last EDR Contact: 02/25/2019
Next Scheduled EDR Contact: 06/10/2019
Data Release Frequency: No Update Planned

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for hazardous waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 11/16/2018
Date Data Arrived at EDR: 11/19/2018
Date Made Active in Reports: 01/30/2019
Number of Days to Update: 72

Source: Department of Ecology
Telephone: 360-407-6754
Last EDR Contact: 02/11/2019
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: Varies

Financial Assurance 3: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 11/15/2017
Date Data Arrived at EDR: 11/20/2017
Date Made Active in Reports: 01/04/2018
Number of Days to Update: 45

Source: Department of Ecology
Telephone: 360-407-6136
Last EDR Contact: 02/11/2019
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

INACTIVE DRYCLEANERS: Inactive Drycleaners

A listing of inactive drycleaner facility locations.

Date of Government Version: 10/24/2018
Date Data Arrived at EDR: 10/25/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 33

Source: Department of Ecology
Telephone: 360-407-6732
Last EDR Contact: 01/14/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Annually

WA MANIFEST: Hazardous Waste Manifest Data

Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 04/25/2018
Date Made Active in Reports: 06/04/2018
Number of Days to Update: 40

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 03/18/2019
Next Scheduled EDR Contact: 07/01/2019
Data Release Frequency: Annually

NPDES: Water Quality Permit System Data

A listing of permitted wastewater facilities.

Date of Government Version: 07/16/2018
Date Data Arrived at EDR: 07/20/2018
Date Made Active in Reports: 09/06/2018
Number of Days to Update: 48

Source: Department of Ecology
Telephone: 360-407-6073
Last EDR Contact: 03/08/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

UIC: Underground Injection Wells Listing

A listing of underground injection wells.

Date of Government Version: 10/16/2018
Date Data Arrived at EDR: 10/18/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 40

Source: Department of Ecology
Telephone: 360-407-6143
Last EDR Contact: 01/16/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Quarterly

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Ecology in Washington.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Ecology in Washington.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/10/2014
Number of Days to Update: 193

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Ecology in Washington.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/24/2013
Number of Days to Update: 176

Source: Department of Ecology
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

COUNTY RECORDS

KING COUNTY:

LF KING: Abandoned Landfill Study in King County

The King County Abandoned Landfill Survey was conducted from October through December 1984 by the Health Department's Environmental Health Division at the request of the King County Council. The primary objective of the survey was to determine if any public health problems existed at the predetermined 24 sites.

Date of Government Version: 04/30/1985

Date Data Arrived at EDR: 11/07/1994

Date Made Active in Reports: N/A

Number of Days to Update: 0

Source: Seattle-King County Department of Public Health

Telephone: 206-296-4785

Last EDR Contact: 10/21/1994

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

SEATTLE COUNTY:

LF SEATTLE CITY: Abandoned Landfill Study in the City of Seattle

The Seattle Abandoned Landfill Survey was conducted in June and July of 1984 by the Health Department's Environmental Health Division at the request of the Mayor's Office. The primary objective of the survey was to determine if any public health problems existed at the predetermined 12 sites.

Date of Government Version: 07/30/1984

Date Data Arrived at EDR: 11/07/1994

Date Made Active in Reports: N/A

Number of Days to Update: 0

Source: Seattle - King County Department of Public Health

Telephone: 206-296-4785

Last EDR Contact: 10/21/1994

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

SEATTLE/KING COUNTY:

LF SEATTLE/KING: Seattle - King County Abandoned Landfill Toxicity / Hazard Assessment Project

This report presents the Seattle-King County Health Department's follow-up investigation of two city owned and four county owned abandoned landfills which was conducted from February to December 1986.

Date of Government Version: 12/31/1986

Date Data Arrived at EDR: 08/18/1995

Date Made Active in Reports: 09/20/1995

Number of Days to Update: 33

Source: Department of Public Health

Telephone: 206-296-4785

Last EDR Contact: 08/14/1995

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

SNOHOMISH COUNTY:

LF SNOHOMISH: Solid Waste Sites of Record at Snohomish Health District

Solid waste disposal and/or utilization sites in Snohomish County.

Date of Government Version: 11/16/2011

Date Data Arrived at EDR: 03/29/2012

Date Made Active in Reports: 05/03/2012

Number of Days to Update: 35

Source: Snohomish Health District

Telephone: 206-339-5250

Last EDR Contact: 12/21/2018

Next Scheduled EDR Contact: 04/01/2019

Data Release Frequency: Semi-Annually

TACOMA/PIERCE COUNTY:

LF TACOMA/PIERCE: Closed Landfill Survey

Following numerous requests for information about closed dumpsites and landfills in Pierce County, the Tacoma-Pierce County Health Department decided to conduct a study on the matter. The aim of the study was to evaluate public health risks associated with the closed dumpsites and landfills, and to determine the need, if any, for further investigations of a more detailed nature. The sites represent all of the known dumpsites and landfills closed after 1950.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/01/2002
Date Data Arrived at EDR: 03/24/2003
Date Made Active in Reports: 05/14/2003
Number of Days to Update: 51

Source: Tacoma-Pierce County Health Department
Telephone: 206-591-6500
Last EDR Contact: 03/19/2003
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 02/11/2019
Date Data Arrived at EDR: 02/12/2019
Date Made Active in Reports: 03/04/2019
Number of Days to Update: 20

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 02/12/2019
Next Scheduled EDR Contact: 05/27/2019
Data Release Frequency: No Update Planned

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/01/2019
Date Data Arrived at EDR: 01/30/2019
Date Made Active in Reports: 02/14/2019
Number of Days to Update: 15

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 01/30/2019
Next Scheduled EDR Contact: 05/11/2019
Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 10/23/2018
Date Made Active in Reports: 11/27/2018
Number of Days to Update: 35

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 01/11/2019
Next Scheduled EDR Contact: 04/29/2019
Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2017
Date Data Arrived at EDR: 06/15/2018
Date Made Active in Reports: 07/09/2018
Number of Days to Update: 24

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 03/11/2019
Next Scheduled EDR Contact: 06/24/2019
Data Release Frequency: Annually

Oil/Gas Pipelines

Source: PennWell Corporation

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data

Source: PennWell Corporation

This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Daycare Center Listing

Source: Department of Social & Health Services

Telephone: 253-383-1735

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory

Source: Department of Ecology

Telephone: 360-407-6121

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STREET AND ADDRESS INFORMATION

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GEOCHECK[®] - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

HORN RAPIDS GOLF COURSE
2800 CLUBHOUSE LANE
RICHLAND, WA 99354

TARGET PROPERTY COORDINATES

Latitude (North):	46.322227 - 46° 19' 20.02"
Longitude (West):	119.320834 - 119° 19' 15.00"
Universal Transverse Mercator:	Zone 11
UTM X (Meters):	321335.2
UTM Y (Meters):	5132249.5
Elevation:	395 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	6004525 RICHLAND, WA
Version Date:	2014

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

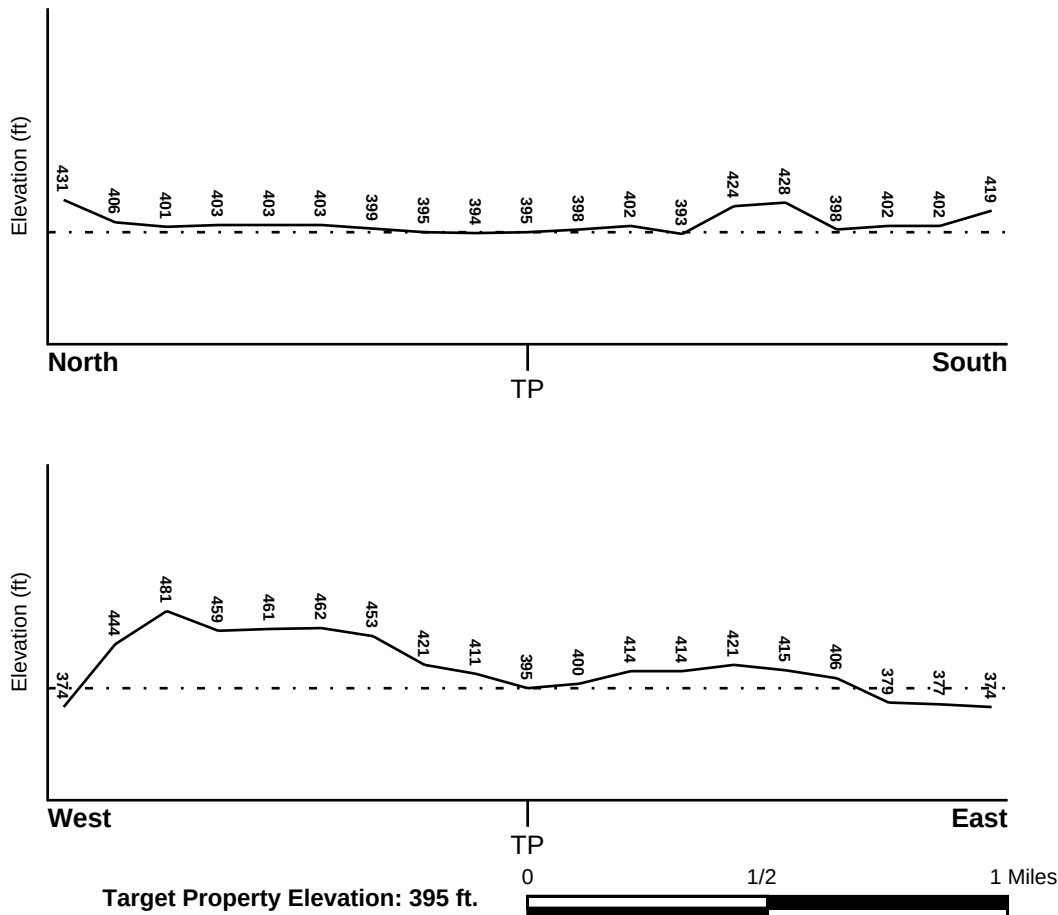
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ENE

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

<u>Flood Plain Panel at Target Property</u>	<u>FEMA Source Type</u>
5355330010E	FEMA Q3 Flood data
<u>Additional Panels in search area:</u>	<u>FEMA Source Type</u>
5355330005E	FEMA Q3 Flood data
5302370455B	FEMA Q3 Flood data
5300140001B	FEMA Q3 Flood data
5302370465B	FEMA Q3 Flood data

NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u>	<u>NWI Electronic Data Coverage</u>
RICHLAND	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius:	1.25 miles
Status:	Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era: Cenozoic
System: Quaternary
Series: Quaternary
Code: Q (decoded above as Era, System & Series)

GEOLOGIC AGE IDENTIFICATION

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: KENNEWICK

Soil Surface Texture: silt loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained. Soils have intermediate water holding capacity. Depth to water table is more than 6 feet.

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: HIGH

Depth to Bedrock Min: > 60 inches

Depth to Bedrock Max: > 60 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	12 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 2.00 Min: 0.60	Max: 8.40 Min: 7.40
2	12 inches	60 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 0.60 Min: 0.20	Max: 9.00 Min: 7.90

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: very stony - silt loam
fine sandy loam
loamy fine sand
fine sand
stony - fine sandy loam

Surficial Soil Types: very stony - silt loam
fine sandy loam
loamy fine sand
fine sand
stony - fine sandy loam

Shallow Soil Types: fine sandy loam
loamy fine sand
very fine sandy loam
fine sand

Deeper Soil Types: very gravelly - fine sandy loam
extremely cobbly - loam
stratified
very cobbly - loamy sand
extremely gravelly - sand
unweathered bedrock
indurated

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 0.001 miles
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
18	USGS40001215388	1/2 - 1 Mile East
L154	USGS40001215403	1/2 - 1 Mile East
172	USGS40001215062	1/2 - 1 Mile South

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
1	WALOG1000128714	1/8 - 1/4 Mile NE
2	WALOG1000133480	1/4 - 1/2 Mile WNW
A3	WALOG1000638445	1/4 - 1/2 Mile NNW
A4	WALOG1000638469	1/4 - 1/2 Mile NNW
B5	WALOG1000588650	1/4 - 1/2 Mile WSW
B6	WALOG1000588649	1/4 - 1/2 Mile WSW
B7	WALOG1000588652	1/4 - 1/2 Mile WSW
B8	WALOG1000588655	1/4 - 1/2 Mile WSW
B9	WALOG1000588653	1/4 - 1/2 Mile WSW
C10	WALOG1000227256	1/4 - 1/2 Mile SSW
C11	WALOG1000559940	1/4 - 1/2 Mile SSW
12	WALOG1000277322	1/4 - 1/2 Mile NNE
13	WALOG1000132499	1/4 - 1/2 Mile SSE
D14	WALOG1000132497	1/4 - 1/2 Mile ESE
D15	WALOG1000638379	1/4 - 1/2 Mile ESE
D16	WALOG1000638425	1/4 - 1/2 Mile ESE
17	WALOG1000131147	1/2 - 1 Mile NE
E19	WALOG1000638438	1/2 - 1 Mile South
E20	WALOG1000638462	1/2 - 1 Mile South
F21	WA1100000003041	1/2 - 1 Mile West
F22	WA1100000003128	1/2 - 1 Mile West
F23	WA1100000003127	1/2 - 1 Mile West
24	WALOG1000134523	1/2 - 1 Mile WNW

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
G25	WALOG1000130103	1/2 - 1 Mile SSW
G26	WALOG1000130102	1/2 - 1 Mile SSW
G27	WALOG1000230835	1/2 - 1 Mile SSW
G28	WALOG1000229933	1/2 - 1 Mile SSW
H29	WALOG1000135881	1/2 - 1 Mile ESE
H30	WALOG1000638401	1/2 - 1 Mile ESE
H31	WALOG1000638443	1/2 - 1 Mile ESE
I32	WALOG1000758060	1/2 - 1 Mile NNE
I33	WALOG1000758061	1/2 - 1 Mile NNE
I34	WALOG1000758053	1/2 - 1 Mile NNE
I35	WALOG1000758054	1/2 - 1 Mile NNE
I36	WALOG1000758052	1/2 - 1 Mile NNE
I37	WALOG1000758066	1/2 - 1 Mile NNE
38	WALOG1000132501	1/2 - 1 Mile South
39	WALOG1000131011	1/2 - 1 Mile South
J40	WALOG1000132500	1/2 - 1 Mile SE
J41	WALOG1000136267	1/2 - 1 Mile SE
J42	WALOG1000292020	1/2 - 1 Mile SE
K43	WALOG1000591220	1/2 - 1 Mile East
K44	WALOG1000591221	1/2 - 1 Mile East
K45	WALOG1000591222	1/2 - 1 Mile East
K46	WALOG1000591217	1/2 - 1 Mile East
K47	WALOG1000591218	1/2 - 1 Mile East
K48	WALOG1000591219	1/2 - 1 Mile East
K49	WALOG1000591223	1/2 - 1 Mile East
K50	WALOG1000591227	1/2 - 1 Mile East
K51	WALOG1000591228	1/2 - 1 Mile East
K52	WALOG1000591229	1/2 - 1 Mile East
K53	WALOG1000591224	1/2 - 1 Mile East
K54	WALOG1000591225	1/2 - 1 Mile East
K55	WALOG1000591226	1/2 - 1 Mile East
K56	WALOG1000591207	1/2 - 1 Mile East
K57	WALOG1000591208	1/2 - 1 Mile East
K58	WALOG1000591209	1/2 - 1 Mile East
K59	WALOG1000591204	1/2 - 1 Mile East
K60	WALOG1000591205	1/2 - 1 Mile East
K61	WALOG1000591206	1/2 - 1 Mile East
K62	WALOG1000591210	1/2 - 1 Mile East
K63	WALOG1000591214	1/2 - 1 Mile East
K64	WALOG1000591215	1/2 - 1 Mile East
K65	WALOG1000591216	1/2 - 1 Mile East
K66	WALOG1000591211	1/2 - 1 Mile East
K67	WALOG1000591212	1/2 - 1 Mile East
K68	WALOG1000591213	1/2 - 1 Mile East
K69	WALOG1000591246	1/2 - 1 Mile East
K70	WALOG1000591247	1/2 - 1 Mile East
K71	WALOG1000591248	1/2 - 1 Mile East
K72	WALOG1000591243	1/2 - 1 Mile East
K73	WALOG1000591244	1/2 - 1 Mile East
K74	WALOG1000591245	1/2 - 1 Mile East
K75	WALOG1000591249	1/2 - 1 Mile East
K76	WALOG1000591253	1/2 - 1 Mile East

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

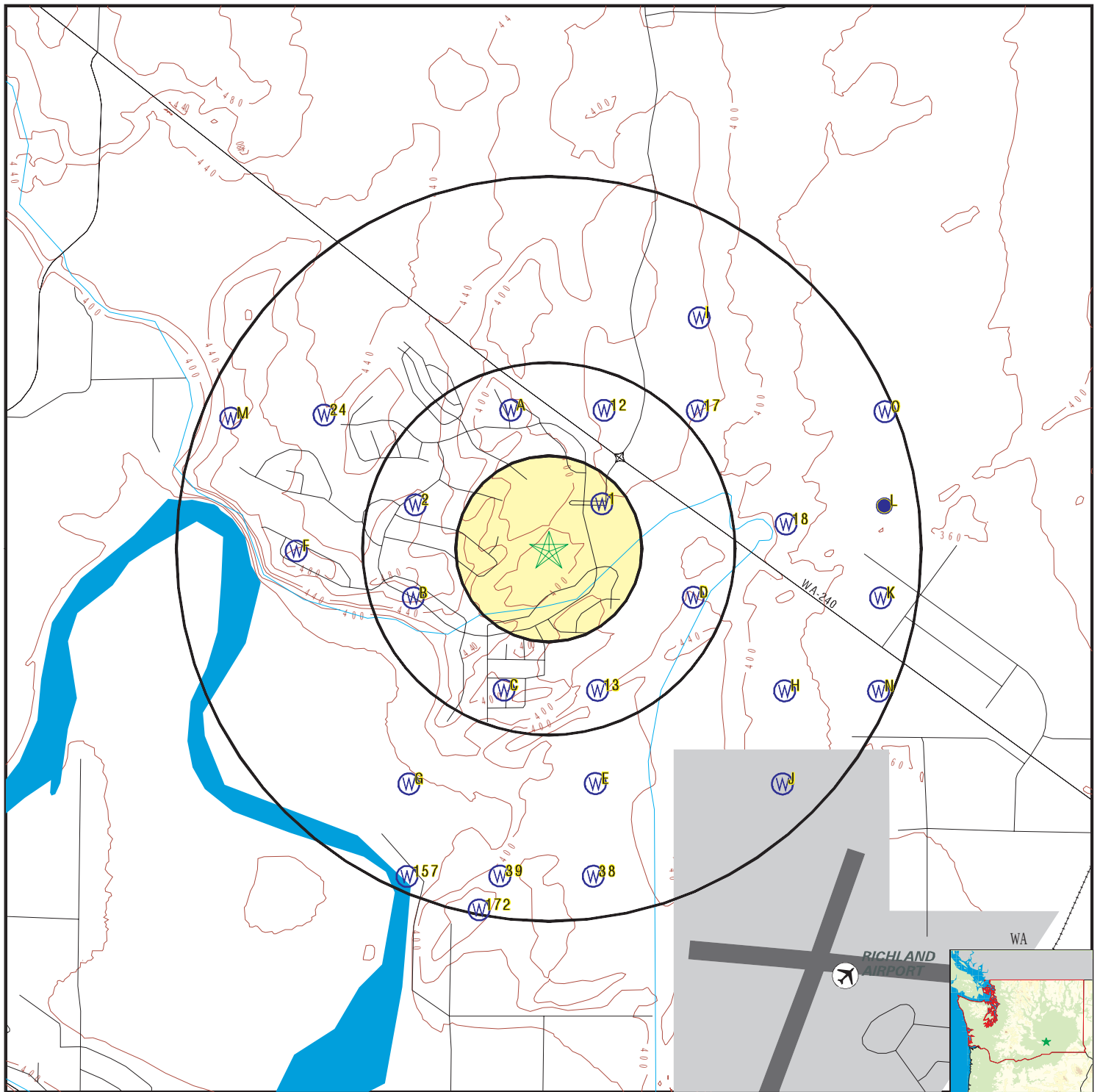
MAP ID	WELL ID	LOCATION FROM TP
K77	WALOG1000591254	1/2 - 1 Mile East
K78	WALOG1000591255	1/2 - 1 Mile East
K79	WALOG1000591250	1/2 - 1 Mile East
K80	WALOG1000591251	1/2 - 1 Mile East
K81	WALOG1000591252	1/2 - 1 Mile East
K82	WALOG1000591233	1/2 - 1 Mile East
K83	WALOG1000591234	1/2 - 1 Mile East
K84	WALOG1000591235	1/2 - 1 Mile East
K85	WALOG1000591230	1/2 - 1 Mile East
K86	WALOG1000591231	1/2 - 1 Mile East
K87	WALOG1000591232	1/2 - 1 Mile East
K88	WALOG1000591236	1/2 - 1 Mile East
K89	WALOG1000591240	1/2 - 1 Mile East
K90	WALOG1000591241	1/2 - 1 Mile East
K91	WALOG1000591242	1/2 - 1 Mile East
K92	WALOG1000591237	1/2 - 1 Mile East
K93	WALOG1000591238	1/2 - 1 Mile East
K94	WALOG1000591239	1/2 - 1 Mile East
K95	WALOG1000591203	1/2 - 1 Mile East
K96	WALOG1000591166	1/2 - 1 Mile East
K97	WALOG1000591167	1/2 - 1 Mile East
K98	WALOG1000591168	1/2 - 1 Mile East
K99	WALOG1000588134	1/2 - 1 Mile East
K100	WALOG1000588135	1/2 - 1 Mile East
K101	WALOG1000588136	1/2 - 1 Mile East
K102	WALOG1000591169	1/2 - 1 Mile East
K103	WALOG1000591173	1/2 - 1 Mile East
K104	WALOG1000591174	1/2 - 1 Mile East
K105	WALOG1000591175	1/2 - 1 Mile East
K106	WALOG1000591170	1/2 - 1 Mile East
K107	WALOG1000591171	1/2 - 1 Mile East
K108	WALOG1000591172	1/2 - 1 Mile East
K109	WALOG1000588133	1/2 - 1 Mile East
K110	WALOG1000588122	1/2 - 1 Mile East
K111	WALOG1000588123	1/2 - 1 Mile East
K112	WALOG1000588124	1/2 - 1 Mile East
K113	WALOG1000584801	1/2 - 1 Mile East
K114	WALOG1000588120	1/2 - 1 Mile East
K115	WALOG1000588121	1/2 - 1 Mile East
K116	WALOG1000588125	1/2 - 1 Mile East
K117	WALOG1000588130	1/2 - 1 Mile East
K118	WALOG1000588131	1/2 - 1 Mile East
K119	WALOG1000588132	1/2 - 1 Mile East
K120	WALOG1000588126	1/2 - 1 Mile East
K121	WALOG1000588127	1/2 - 1 Mile East
K122	WALOG1000588129	1/2 - 1 Mile East
K123	WALOG1000591193	1/2 - 1 Mile East
K124	WALOG1000591194	1/2 - 1 Mile East
K125	WALOG1000591195	1/2 - 1 Mile East
K126	WALOG1000591190	1/2 - 1 Mile East
K127	WALOG1000591191	1/2 - 1 Mile East
K128	WALOG1000591192	1/2 - 1 Mile East

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
K129	WALOG1000591196	1/2 - 1 Mile East
K130	WALOG1000591200	1/2 - 1 Mile East
K131	WALOG1000591201	1/2 - 1 Mile East
K132	WALOG1000591202	1/2 - 1 Mile East
K133	WALOG1000591197	1/2 - 1 Mile East
K134	WALOG1000591198	1/2 - 1 Mile East
K135	WALOG1000591199	1/2 - 1 Mile East
K136	WALOG1000591189	1/2 - 1 Mile East
K137	WALOG1000591179	1/2 - 1 Mile East
K138	WALOG1000591180	1/2 - 1 Mile East
K139	WALOG1000591181	1/2 - 1 Mile East
K140	WALOG1000591176	1/2 - 1 Mile East
K141	WALOG1000591177	1/2 - 1 Mile East
K142	WALOG1000591178	1/2 - 1 Mile East
K143	WALOG1000591182	1/2 - 1 Mile East
K144	WALOG1000591186	1/2 - 1 Mile East
K145	WALOG1000591187	1/2 - 1 Mile East
K146	WALOG1000591188	1/2 - 1 Mile East
K147	WALOG1000591183	1/2 - 1 Mile East
K148	WALOG1000591184	1/2 - 1 Mile East
K149	WALOG1000591185	1/2 - 1 Mile East
L150	WALOG1000584863	1/2 - 1 Mile East
L151	WALOG1000584885	1/2 - 1 Mile East
L152	WALOG1000131015	1/2 - 1 Mile East
L153	WALOG1000584886	1/2 - 1 Mile East
M155	WALOG1000769625	1/2 - 1 Mile WNW
M156	WALOG1000227173	1/2 - 1 Mile WNW
157	WALOG1000584746	1/2 - 1 Mile SSW
N158	WALOG1000181895	1/2 - 1 Mile ESE
N159	WALOG1000181896	1/2 - 1 Mile ESE
N160	WALOG1000181894	1/2 - 1 Mile ESE
N161	WALOG1000132498	1/2 - 1 Mile ESE
N162	WALOG1000134485	1/2 - 1 Mile ESE
N163	WALOG1000181897	1/2 - 1 Mile ESE
N164	WALOG1000769620	1/2 - 1 Mile ESE
N165	WALOG1000769621	1/2 - 1 Mile ESE
N166	WALOG1000638461	1/2 - 1 Mile ESE
N167	WALOG1000298913	1/2 - 1 Mile ESE
N168	WALOG1000638459	1/2 - 1 Mile ESE
O169	WALOG1000584888	1/2 - 1 Mile ENE
O170	WALOG1000584887	1/2 - 1 Mile ENE
O171	WALOG1000584884	1/2 - 1 Mile ENE

PHYSICAL SETTING SOURCE MAP - 5599400.2s



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Closest Hydrogeological Data
- Oil, gas or related wells

0 1/4 1/2 1 Miles



SITE NAME: Horn Rapids Golf Course
 ADDRESS: 2800 Clubhouse Lane
 Richland WA 99354
 LAT/LONG: 46.322227 / 119.320834

CLIENT: Blue Mountain Env. Cons. Inc.
 CONTACT: Yancy Meyer
 INQUIRY #: 5599400.2s
 DATE: March 22, 2019 10:37 pm

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

1
NE
1/8 - 1/4 Mile
Higher

WA WELLS WALOG1000128714

Database:	Ecology Well Logs	Well Log ID:	138173
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	22-JUN-93
Diameter:	8	Casing Depth:	50
Well Completion:	09-JUN-93	Well Owner:	COLUMBIA TRIANGLE VENTURES
Well Type:	Resource Protection	Driller #:	1827
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

2
WNW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000133480

Database:	Ecology Well Logs	Well Log ID:	143474
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	09-JAN-89
Diameter:	6	Casing Depth:	48
Well Completion:	10-NOV-88	Well Owner:	MR RIGBY
Well Type:	Water	Driller #:	0483
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

A3
NNW
1/4 - 1/2 Mile
Lower

WA WELLS WALOG1000638445

Database:	Ecology Well Logs	Well Log ID:	942225
Well Tag:	Not Reported	Project Tag:	FAE
Notice of Intent #:	SE52894	Date Received:	22-OCT-14
Diameter:	6	Casing Depth:	17
Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Resource Protection	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

A4
NNW
1/4 - 1/2 Mile
Lower

WA WELLS WALOG1000638469

Database:	Ecology Well Logs	Well Log ID:	942250
Well Tag:	Not Reported	Project Tag:	FAE
Notice of Intent #:	AE29149	Date Received:	22-OCT-14
Diameter:	6	Casing Depth:	17

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Decommissioning	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

B5
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588650

Database:	Ecology Well Logs	Well Log ID:	853402
Well Tag:	BBJ935	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

B6
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588649

Database:	Ecology Well Logs	Well Log ID:	853401
Well Tag:	BBJ936	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

B7
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588652

Database:	Ecology Well Logs	Well Log ID:	853406
Well Tag:	BBJ934	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

B8
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588655

Database:	Ecology Well Logs	Well Log ID:	853411
Well Tag:	BBJ932	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

B9
WSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000588653

Database:	Ecology Well Logs	Well Log ID:	853408
Well Tag:	BBJ933	Project Tag:	Not Reported
Notice of Intent #:	GE00416	Date Received:	01-APR-13
Diameter:	5	Casing Depth:	181
Well Completion:	20-MAR-13	Well Owner:	Jessica Morales Sun River Electric
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

C10
SSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000227256

Database:	Ecology Well Logs	Well Log ID:	296530
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	13-OCT-88
Diameter:	6	Casing Depth:	60
Well Completion:	20-DEC-87	Well Owner:	JOHN RECTOR
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

C11
SSW
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000559940

Database:	Ecology Well Logs	Well Log ID:	795169
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	13-OCT-88
Diameter:	6	Casing Depth:	60

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 21-DEC-87
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: JOHN RECTOR
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

12
NNE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000277322

Database: Ecology Well Logs
Well Tag: ACF340
Notice of Intent #: R027254
Diameter: 0
Well Completion: 06-JUN-97
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 354665
Project Tag: Not Reported
Date Received: 15-JUL-99
Casing Depth: 60
Well Owner: OREGON METALLURGICAL CORP
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

13
SSE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000132499

Database: Ecology Well Logs
Well Tag: BIF504
Notice of Intent #: Not Reported
Diameter: 8
Well Completion: 21-OCT-92
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 142379
Project Tag: Not Reported
Date Received: 12-NOV-92
Casing Depth: 34
Well Owner: LAMB/WESTON
Driller #: 1827
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

D14
ESE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000132497

Database: Ecology Well Logs
Well Tag: BIF506
Notice of Intent #: Not Reported
Diameter: 8
Well Completion: 27-OCT-92
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 142377
Project Tag: Not Reported
Date Received: 12-NOV-92
Casing Depth: 61
Well Owner: LAMB/WESTON
Driller #: 1827
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

D15
ESE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000638379

Database:	Ecology Well Logs	Well Log ID:	942129
Well Tag:	Not Reported	Project Tag:	P2
Notice of Intent #:	SE52900	Date Received:	22-OCT-14
Diameter:	6	Casing Depth:	72
Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Resource Protection	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Applicable	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

D16
ESE
1/4 - 1/2 Mile
Higher

WA WELLS WALOG1000638425

Database:	Ecology Well Logs	Well Log ID:	942204
Well Tag:	Not Reported	Project Tag:	P2
Notice of Intent #:	AE29155	Date Received:	22-OCT-14
Diameter:	6	Casing Depth:	72
Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Decommisioning	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

17
NE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000131147

Database:	Ecology Well Logs	Well Log ID:	140903
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	22-OCT-92
Diameter:	2	Casing Depth:	25
Well Completion:	28-SEP-92	Well Owner:	INTERSTATE NUCLEAR SERVICES
Well Type:	Water	Driller #:	1847
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

18
East
1/2 - 1 Mile
Lower

FED USGS USGS40001215388

Organization ID:	USGS-WA		
Organization Name:	USGS Washington Water Science Center		
Monitor Location:	10N/28E-28H01	Type:	Well
Description:	Not Reported	HUC:	17030003

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Drainage Area: Not Reported
Contrib Drainage Area: Not Reported
Aquifer: Not Reported
Aquifer Type: Not Reported
Well Depth: Not Reported
Well Hole Depth: Not Reported

Drainage Area Units: Not Reported
Contrib Drainage Area Units: Not Reported
Formation Type: Not Reported
Construction Date: 19490201
Well Depth Units: Not Reported
Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 1
Feet below surface: 14.94
Note: Not Reported

Level reading date: 1949-02-01
Feet to sea level: Not Reported

E19 South 1/2 - 1 Mile Higher

WA WELLS WALOG1000638438

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE29154
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 942218
Project Tag: P1NE
Date Received: 22-OCT-14
Casing Depth: 58
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

E20 South 1/2 - 1 Mile Higher

WA WELLS WALOG1000638462

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: SE52899
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Applicable
Well Test: Not Reported

Well Log ID: 942243
Project Tag: P1NE
Date Received: 22-OCT-14
Casing Depth: 58
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

F21 West 1/2 - 1 Mile Higher

WA WELLS WA1100000003041

Database: Water Wells
Source #: 01
Source Status: Inactive
Source Use: Permanent
Date Source Inactive: 04/01/1986
Well Depth: 38
System Name: RIGBY, MARRINER #1
System Type: Community Water System
Total Population Served: 23
PWS Status: Inactive

PWS ID: 04171
Source Name: Well 01
Source Type: Ground Water - Well
Date Source Effective: 01/01/1970
Water Resource Inventory Area: Lower Yakima
Source Susceptibility: Not Reported
Public Water System Group: A
Full Time Res Pop: 23
Total Connections: 10
Residential Connections: 10

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

DOE Well Tag:	Not Reported	Capacity (GPM):	150
Influenced by Droughts:	Not Reported	Influenced by Flooding:	Not Reported
Influenced by Surface Water:	U		

F22
West
1/2 - 1 Mile
Higher

WA WELLS WA1100000003128

Database:	Water Wells	PWS ID:	04178
Source #:	02	Source Name:	Lourie Rigby Well
Source Status:	Inactive	Source Type:	Ground Water - Well
Source Use:	Permanent	Date Source Effective:	01/01/1970
Date Source Inactive:	03/24/2003	Water Resource Inventory Area:	Lower Yakima
Well Depth:	30	Source Susceptibility:	Not Reported
System Name:	RIGBY, MARRINER WATER SYSTEM		
Public Water System Group:	B	System Type:	Group B Water System
Full Time Res Pop:	20	Total Population Served:	20
Total Connections:	8	PWS Status:	Inactive
Residential Connections:	8	DOE Well Tag:	Not Reported
Capacity (GPM):	50	Influenced by Droughts:	Not Reported
Influenced by Flooding:	Not Reported	Influenced by Surface Water:	U

F23
West
1/2 - 1 Mile
Higher

WA WELLS WA1100000003127

Database:	Water Wells	PWS ID:	04178
Source #:	01	Source Name:	Carolyn Rigby Well
Source Status:	Inactive	Source Type:	Ground Water - Well
Source Use:	Permanent	Date Source Effective:	01/01/1970
Date Source Inactive:	03/24/2003	Water Resource Inventory Area:	Lower Yakima
Well Depth:	35	Source Susceptibility:	Not Reported
System Name:	RIGBY, MARRINER WATER SYSTEM		
Public Water System Group:	B	System Type:	Group B Water System
Full Time Res Pop:	20	Total Population Served:	20
Total Connections:	8	PWS Status:	Inactive
Residential Connections:	8	DOE Well Tag:	Not Reported
Capacity (GPM):	60	Influenced by Droughts:	Not Reported
Influenced by Flooding:	Not Reported	Influenced by Surface Water:	U

24
WNW
1/2 - 1 Mile
Higher

WA WELLS WALOG1000134523

Database:	Ecology Well Logs	Well Log ID:	144651
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	20-JUN-91
Diameter:	6	Casing Depth:	40
Well Completion:	04-MAY-91	Well Owner:	RIGBY
Well Type:	Water	Driller #:	0483
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

G25
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000130103

Database:	Ecology Well Logs	Well Log ID:	139728
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	20-APR-93
Diameter:	16	Casing Depth:	20
Well Completion:	30-MAR-93	Well Owner:	EVERGREEN MOBILE COMPANY
Well Type:	Water	Driller #:	1030
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

G26
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000130102

Database:	Ecology Well Logs	Well Log ID:	139727
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	A021002	Date Received:	11-AUG-93
Diameter:	16	Casing Depth:	16
Well Completion:	29-JUL-93	Well Owner:	Evergreen Mobile Company
Well Type:	Decommisioning	Driller #:	2109
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

G27
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000230835

Database:	Ecology Well Logs	Well Log ID:	303391
Well Tag:	AGB035	Project Tag:	Not Reported
Notice of Intent #:	W136628	Date Received:	29-AUG-01
Diameter:	6	Casing Depth:	160
Well Completion:	22-AUG-01	Well Owner:	JOHN GEETING
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

G28
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000229933

Database:	Ecology Well Logs	Well Log ID:	302467
Well Tag:	AGB008	Project Tag:	Not Reported
Notice of Intent #:	W114897	Date Received:	28-APR-01
Diameter:	6	Casing Depth:	365

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 20-APR-01
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: ROGER DOWLE
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

H29
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000135881

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: Not Reported
Diameter: 6
Well Completion: 01-JUN-93
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 146198
Project Tag: Not Reported
Date Received: 28-JUN-93
Casing Depth: 89
Well Owner: VAIL MAXWEELL
Driller #: 0483
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

H30
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000638401

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: SE52901
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Applicable
Well Test: Not Reported

Well Log ID: 942163
Project Tag: FBW
Date Received: 22-OCT-14
Casing Depth: 43
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

H31
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000638443

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE29156
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 942223
Project Tag: FBW
Date Received: 22-OCT-14
Casing Depth: 43
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

I32
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758060

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: SE59661
Diameter: 8
Well Completion: 16-SEP-16
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Applicable
Well Test: Not Reported

Well Log ID: 1615895
Project Tag: Hole 1
Date Received: 21-FEB-17
Casing Depth: 50
Well Owner: City of Richland
Driller #: 3075
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

I33
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758061

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE39369
Diameter: 8
Well Completion: 16-SEP-16
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 1615896
Project Tag: Hole 2
Date Received: 21-FEB-17
Casing Depth: 50
Well Owner: City of Richland
Driller #: 3075
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

I34
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758053

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE39369
Diameter: 8
Well Completion: 16-SEP-16
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 1615888
Project Tag: Hole 1
Date Received: 21-FEB-17
Casing Depth: 50
Well Owner: City of Richland
Driller #: 3075
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

I35
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758054

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE39369
Diameter: 8

Well Log ID: 1615889
Project Tag: Hole 3
Date Received: 21-FEB-17
Casing Depth: 50

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	16-SEP-16	Well Owner:	City of Richland
Well Type:	Decommissioning	Driller #:	3075
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

I36
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758052

Database:	Ecology Well Logs	Well Log ID:	1615887
Well Tag:	Not Reported	Project Tag:	Hole 3
Notice of Intent #:	SE59661	Date Received:	21-FEB-17
Diameter:	8	Casing Depth:	50
Well Completion:	16-SEP-16	Well Owner:	City of Richland
Well Type:	Resource Protection	Driller #:	3075
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Applicable	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

I37
NNE
1/2 - 1 Mile
Higher

WA WELLS WALOG1000758066

Database:	Ecology Well Logs	Well Log ID:	1615901
Well Tag:	Not Reported	Project Tag:	Hole 2
Notice of Intent #:	SE59661	Date Received:	21-FEB-17
Diameter:	8	Casing Depth:	50
Well Completion:	16-SEP-16	Well Owner:	City of Richland
Well Type:	Resource Protection	Driller #:	3075
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Applicable	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

38
South
1/2 - 1 Mile
Higher

WA WELLS WALOG1000132501

Database:	Ecology Well Logs	Well Log ID:	142381
Well Tag:	BIF507	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	12-NOV-92
Diameter:	8	Casing Depth:	80
Well Completion:	27-OCT-92	Well Owner:	LAMB/WESTON
Well Type:	Resource Protection	Driller #:	1827
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

39
South
1/2 - 1 Mile
Higher

WA WELLS WALOG1000131011

Database:	Ecology Well Logs	Well Log ID:	140741
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	11-JUL-80
Diameter:	6	Casing Depth:	130
Well Completion:	24-FEB-78	Well Owner:	HERBERT N PEDERSON
Well Type:	Water	Driller #:	0176
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	37

J40
SE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000132500

Database:	Ecology Well Logs	Well Log ID:	142380
Well Tag:	BIF508	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	12-NOV-92
Diameter:	8	Casing Depth:	30
Well Completion:	23-OCT-92	Well Owner:	LAMB/WESTON
Well Type:	Resource Protection	Driller #:	1827
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

J41
SE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000136267

Database:	Ecology Well Logs	Well Log ID:	146647
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	23-MAY-88
Diameter:	6	Casing Depth:	205
Well Completion:	15-MAY-88	Well Owner:	WILLIAM BALLARD
Well Type:	Water	Driller #:	0483
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

J42
SE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000292020

Database:	Ecology Well Logs	Well Log ID:	372414
Well Tag:	AKH909	Project Tag:	Not Reported
Notice of Intent #:	W170309	Date Received:	26-NOV-03
Diameter:	6	Casing Depth:	365

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 19-JUL-03
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: DON KLAGES
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K43
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591220

Database: Ecology Well Logs
Well Tag: BHT635
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 18-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858556
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 28.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K44
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591221

Database: Ecology Well Logs
Well Tag: BHT634
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 15-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858558
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K45
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591222

Database: Ecology Well Logs
Well Tag: BHT633
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 19-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858560
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K46
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591217

Database: Ecology Well Logs
Well Tag: BHT638
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 19-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858550
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K47
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591218

Database: Ecology Well Logs
Well Tag: BHT637
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 18-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858552
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K48
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591219

Database: Ecology Well Logs
Well Tag: BHT636
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 18-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858554
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K49
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591223

Database: Ecology Well Logs
Well Tag: BHT632
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858562
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.7

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 14-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K50
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591227

Database: Ecology Well Logs
Well Tag: BHT628
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858569
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K51
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591228

Database: Ecology Well Logs
Well Tag: BHT627
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858571
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 28.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K52
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591229

Database: Ecology Well Logs
Well Tag: BHT626
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 12-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858573
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K53
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591224

Database: Ecology Well Logs
Well Tag: BHT631
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 14-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858564
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K54
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591225

Database: Ecology Well Logs
Well Tag: BHT630
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 14-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858565
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K55
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591226

Database: Ecology Well Logs
Well Tag: BHT629
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858567
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K56
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591207

Database: Ecology Well Logs
Well Tag: BHT648
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858530
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K57
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591208

Database: Ecology Well Logs
Well Tag: BHT647
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858532
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K58
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591209

Database: Ecology Well Logs
Well Tag: BHT646
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858534
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.2
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K59
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591204

Database: Ecology Well Logs
Well Tag: BHT651
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858524
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 15.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K60
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591205

Database: Ecology Well Logs
Well Tag: BHT650
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858526
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K61
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591206

Database: Ecology Well Logs
Well Tag: BHT649
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858528
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K62
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591210

Database: Ecology Well Logs
Well Tag: BHT645
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 21-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858536
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K63
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591214

Database: Ecology Well Logs
Well Tag: BHT641
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858544
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 20-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K64
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591215

Database: Ecology Well Logs
Well Tag: BHT640
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 19-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858546
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K65
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591216

Database: Ecology Well Logs
Well Tag: BHT639
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 19-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858548
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K66
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591211

Database: Ecology Well Logs
Well Tag: BHT644
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 20-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858538
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K67
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591212

Database: Ecology Well Logs
Well Tag: BHT643
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 20-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858540
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K68
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591213

Database: Ecology Well Logs
Well Tag: BHT642
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 20-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858542
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23.2
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K69
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591246

Database: Ecology Well Logs
Well Tag: BHT609
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 05-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858607
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.9
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K70
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591247

Database: Ecology Well Logs
Well Tag: BHT608
Notice of Intent #: DE01227
Diameter: 12

Well Log ID: 858609
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.8

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 05-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K71
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591248

Database: Ecology Well Logs
Well Tag: BHT607
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 05-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858611
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K72
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591243

Database: Ecology Well Logs
Well Tag: BHT612
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858601
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K73
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591244

Database: Ecology Well Logs
Well Tag: BHT611
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858603
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K74
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591245

Database:	Ecology Well Logs	Well Log ID:	858605
Well Tag:	BHT610	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	22.7
Well Completion:	06-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K75
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591249

Database:	Ecology Well Logs	Well Log ID:	858613
Well Tag:	BHT606	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	24.3
Well Completion:	05-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K76
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591253

Database:	Ecology Well Logs	Well Log ID:	858621
Well Tag:	BHT602	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	12.8
Well Completion:	04-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K77
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591254

Database:	Ecology Well Logs	Well Log ID:	858623
Well Tag:	BHT601	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	21.6

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 04-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K78
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591255

Database: Ecology Well Logs
Well Tag: BHT662
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858624
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K79
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591250

Database: Ecology Well Logs
Well Tag: BHT605
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 05-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858615
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K80
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591251

Database: Ecology Well Logs
Well Tag: BHT604
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 04-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858617
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K81
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591252

Database: Ecology Well Logs
Well Tag: BHT603
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 04-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858619
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.2
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K82
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591233

Database: Ecology Well Logs
Well Tag: BHT622
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 08-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858581
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.3
Well Owner: City Of Richland
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K83
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591234

Database: Ecology Well Logs
Well Tag: BHT621
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858583
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K84
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591235

Database: Ecology Well Logs
Well Tag: BHT620
Notice of Intent #: DE01227
Diameter: 12

Well Log ID: 858585
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 15.4

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K85
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591230

Database: Ecology Well Logs
Well Tag: BHT625
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 11-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858575
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K86
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591231

Database: Ecology Well Logs
Well Tag: BHT623
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858577
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K87
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591232

Database: Ecology Well Logs
Well Tag: BHT624
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 13-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858579
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K88
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591236

Database: Ecology Well Logs
Well Tag: BHT619
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858587
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 14.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K89
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591240

Database: Ecology Well Logs
Well Tag: BHT615
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858595
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 25
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K90
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591241

Database: Ecology Well Logs
Well Tag: BHT614
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858597
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K91
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591242

Database: Ecology Well Logs
Well Tag: BHT613
Notice of Intent #: DE01227
Diameter: 12

Well Log ID: 858599
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.1

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K92
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591237

Database: Ecology Well Logs
Well Tag: BHT618
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858589
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K93
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591238

Database: Ecology Well Logs
Well Tag: BHT617
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 07-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858591
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 12
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K94
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591239

Database: Ecology Well Logs
Well Tag: BHT616
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 06-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858593
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 23
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K95
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591203

Database:	Ecology Well Logs	Well Log ID:	858522
Well Tag:	BHT652	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	20
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K96
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591166

Database:	Ecology Well Logs	Well Log ID:	858449
Well Tag:	BHT690	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	15.5
Well Completion:	26-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K97
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591167

Database:	Ecology Well Logs	Well Log ID:	858451
Well Tag:	BHT689	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	17
Well Completion:	26-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K98
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591168

Database:	Ecology Well Logs	Well Log ID:	858453
Well Tag:	BHT688	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	16	Casing Depth:	18.8

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K99
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588134

Database: Ecology Well Logs
Well Tag: BHT607
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852413
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K100
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588135

Database: Ecology Well Logs
Well Tag: BHT606
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852415
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K101
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588136

Database: Ecology Well Logs
Well Tag: BHT613
Notice of Intent #: A307001
Diameter: 16
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852416
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.1
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K102
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591169

Database: Ecology Well Logs
Well Tag: BHT687
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858455
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 21.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K103
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591173

Database: Ecology Well Logs
Well Tag: BHT683
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858463
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K104
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591174

Database: Ecology Well Logs
Well Tag: BHT682
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858465
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K105
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591175

Database: Ecology Well Logs
Well Tag: BHT681
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858467
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.7

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K106
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591170

Database: Ecology Well Logs
Well Tag: BHT686
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858457
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K107
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591171

Database: Ecology Well Logs
Well Tag: BHT685
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858459
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K108
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591172

Database: Ecology Well Logs
Well Tag: BHT684
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858461
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 20.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K109
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588133

Database: Ecology Well Logs
Well Tag: BHT608
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852411
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K110
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588122

Database: Ecology Well Logs
Well Tag: BHT619
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852389
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 14.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K111
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588123

Database: Ecology Well Logs
Well Tag: BHT618
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852391
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K112
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588124

Database: Ecology Well Logs
Well Tag: BHT617
Notice of Intent #: A307001
Diameter: 12

Well Log ID: 852393
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 12

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K113
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584801

Database:	Ecology Well Logs	Well Log ID:	845463
Well Tag:	ALJ245	Project Tag:	Not Reported
Notice of Intent #:	RE06952	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	15
Well Completion:	11-APR-12	Well Owner:	City of Richland
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K114
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588120

Database:	Ecology Well Logs	Well Log ID:	852386
Well Tag:	BHT621	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	21.5
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K115
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588121

Database:	Ecology Well Logs	Well Log ID:	852387
Well Tag:	BHT620	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	15.4
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K116
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588125

Database: Ecology Well Logs
Well Tag: BHT616
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852395
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K117
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588130

Database: Ecology Well Logs
Well Tag: BHT611
Notice of Intent #: A307001
Diameter: 16
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852405
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K118
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588131

Database: Ecology Well Logs
Well Tag: BHT610
Notice of Intent #: A307001
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 852407
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 22
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K119
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588132

Database: Ecology Well Logs
Well Tag: BHT609
Notice of Intent #: A307001
Diameter: 12

Well Log ID: 852409
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 24.9

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommisioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K120
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588126

Database:	Ecology Well Logs	Well Log ID:	852397
Well Tag:	BHT615	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	25
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommisioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K121
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588127

Database:	Ecology Well Logs	Well Log ID:	852399
Well Tag:	BHT614	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	24
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommisioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K122
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000588129

Database:	Ecology Well Logs	Well Log ID:	852403
Well Tag:	BHT612	Project Tag:	Not Reported
Notice of Intent #:	A307001	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	21.7
Well Completion:	22-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Decommisioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K123
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591193

Database:	Ecology Well Logs	Well Log ID:	858503
Well Tag:	BHT663	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	19
Well Completion:	23-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K124
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591194

Database:	Ecology Well Logs	Well Log ID:	858505
Well Tag:	BHT661	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	20.5
Well Completion:	23-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K125
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591195

Database:	Ecology Well Logs	Well Log ID:	858507
Well Tag:	BHT660	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	18.6
Well Completion:	23-FEB-13	Well Owner:	City Of Richland Rotschy Inc
Well Type:	Water	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

K126
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591190

Database:	Ecology Well Logs	Well Log ID:	858497
Well Tag:	BHT666	Project Tag:	Not Reported
Notice of Intent #:	DE01227	Date Received:	04-MAR-13
Diameter:	12	Casing Depth:	17.5

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K127
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591191

Database: Ecology Well Logs
Well Tag: BHT665
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858499
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K128
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591192

Database: Ecology Well Logs
Well Tag: BHT664
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 23-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858501
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K129
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591196

Database: Ecology Well Logs
Well Tag: BHT659
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858509
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.2
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K130
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591200

Database: Ecology Well Logs
Well Tag: BHT655
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858517
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K131
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591201

Database: Ecology Well Logs
Well Tag: BHT654
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858518
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K132
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591202

Database: Ecology Well Logs
Well Tag: BHT653
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858520
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K133
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591197

Database: Ecology Well Logs
Well Tag: BHT658
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858511
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.7

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K134
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591198

Database: Ecology Well Logs
Well Tag: BHT657
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858513
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.3
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K135
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591199

Database: Ecology Well Logs
Well Tag: BHT656
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 22-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858515
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K136
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591189

Database: Ecology Well Logs
Well Tag: BHT667
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858495
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.9
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K137
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591179

Database: Ecology Well Logs
Well Tag: BHT677
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858475
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K138
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591180

Database: Ecology Well Logs
Well Tag: BHT676
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858477
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.7
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K139
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591181

Database: Ecology Well Logs
Well Tag: BHT675
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858479
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19.6
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K140
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591176

Database: Ecology Well Logs
Well Tag: BHT680
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858469
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.4

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K141
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591177

Database: Ecology Well Logs
Well Tag: BHT679
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858471
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19.5
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K142
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591178

Database: Ecology Well Logs
Well Tag: BHT678
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 26-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858473
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K143
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591182

Database: Ecology Well Logs
Well Tag: BHT674
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858481
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

K144
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591186

Database: Ecology Well Logs
Well Tag: BHT670
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858489
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 15
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K145
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591187

Database: Ecology Well Logs
Well Tag: BHT669
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858491
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 19.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K146
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591188

Database: Ecology Well Logs
Well Tag: BHT668
Notice of Intent #: DE01227
Diameter: 12
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858493
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16.8
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K147
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591183

Database: Ecology Well Logs
Well Tag: BHT673
Notice of Intent #: DE01227
Diameter: 16

Well Log ID: 858483
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 17.8

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K148
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591184

Database: Ecology Well Logs
Well Tag: BHT672
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858485
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 18.4
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

K149
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000591185

Database: Ecology Well Logs
Well Tag: BHT671
Notice of Intent #: DE01227
Diameter: 16
Well Completion: 25-FEB-13
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 858487
Project Tag: Not Reported
Date Received: 04-MAR-13
Casing Depth: 16
Well Owner: City Of Richland | Rotschy Inc
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

L150
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584863

Database: Ecology Well Logs
Well Tag: ALJ244
Notice of Intent #: RE06951
Diameter: 8.5
Well Completion: 11-APR-12
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 845581
Project Tag: Not Reported
Date Received: 07-JAN-13
Casing Depth: 15
Well Owner: City of Richland
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

L151
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584885

Database:	Ecology Well Logs	Well Log ID:	845623
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	AE17025	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	0
Well Completion:	11-APR-12	Well Owner:	City of Richland Shannon & Wilson
Well Type:	Decommissioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

L152
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000131015

Database:	Ecology Well Logs	Well Log ID:	140745
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	24-FEB-78
Diameter:	6	Casing Depth:	130
Well Completion:	24-FEB-78	Well Owner:	HERBERT N PEDERSON
Well Type:	Water	Driller #:	0176
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

L153
East
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584886

Database:	Ecology Well Logs	Well Log ID:	845625
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	SE45031	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	20
Well Completion:	11-APR-12	Well Owner:	City of Richland Shannon & Wilson
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

L154
East
1/2 - 1 Mile
Lower

FED USGS USGS40001215403

Organization ID:	USGS-WA		
Organization Name:	USGS Washington Water Science Center		
Monitor Location:	10N/28E-27E01	Type:	Well
Description:	Not Reported	HUC:	17020016

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Drainage Area: Not Reported
Contrib Drainage Area: Not Reported
Aquifer: Not Reported
Aquifer Type: Not Reported
Well Depth: 130
Well Hole Depth: 130

Drainage Area Units: Not Reported
Contrib Drainage Area Units: Not Reported
Formation Type: Not Reported
Construction Date: 19780201
Well Depth Units: ft
Well Hole Depth Units: ft

M155
WNW
1/2 - 1 Mile
Higher

WA WELLS WALOG1000769625

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE43234
Diameter: 0
Well Completion: 06-JUN-17
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 1630005
Project Tag: Not Reported
Date Received: 12-JUN-17
Casing Depth: 0
Well Owner: NorthStone Richland
Driller #: 2819
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

M156
WNW
1/2 - 1 Mile
Higher

WA WELLS WALOG1000227173

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: Not Reported
Diameter: 2
Well Completion: 16-MAR-93
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 296446
Project Tag: Not Reported
Date Received: 01-APR-93
Casing Depth: 78
Well Owner: HORN RAPIDS TRIANGLE DEVELOPMENT
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

157
SSW
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584746

Database: Ecology Well Logs
Well Tag: BAR786
Notice of Intent #: W268481
Diameter: 8
Well Completion: 24-MAR-09
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 845366
Project Tag: Not Reported
Date Received: 31-JAN-13
Casing Depth: 380
Well Owner: Earl Moore
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 37

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

N158
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000181895

Database:	Ecology Well Logs	Well Log ID:	207555
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	26-MAR-93
Diameter:	8	Casing Depth:	50
Well Completion:	25-FEB-93	Well Owner:	CITY OF RICHLAND
Well Type:	Resource Protection	Driller #:	1888
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

N159
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000181896

Database:	Ecology Well Logs	Well Log ID:	207556
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	26-MAR-93
Diameter:	8	Casing Depth:	25
Well Completion:	23-FEB-93	Well Owner:	CITY OF RICHLAND
Well Type:	Resource Protection	Driller #:	1888
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

N160
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000181894

Database:	Ecology Well Logs	Well Log ID:	207554
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	26-MAR-93
Diameter:	8	Casing Depth:	40
Well Completion:	01-MAR-93	Well Owner:	CITY OF RICHLAND
Well Type:	Resource Protection	Driller #:	1888
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

N161
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000132498

Database:	Ecology Well Logs	Well Log ID:	142378
Well Tag:	BIF509	Project Tag:	Not Reported
Notice of Intent #:	Not Reported	Date Received:	12-NOV-92
Diameter:	8	Casing Depth:	20

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion: 22-OCT-92
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Owner: LAMB/WESTON
Driller #: 1827
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N162
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000134485

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: Not Reported
Diameter: 0
Well Completion: Not Reported
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 144607
Project Tag: Not Reported
Date Received: 31-OCT-90
Casing Depth: 0
Well Owner: RICHLAND
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N163
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000181897

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: Not Reported
Diameter: 8
Well Completion: Not Reported
Well Type: Resource Protection
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 207557
Project Tag: Not Reported
Date Received: Not Reported
Casing Depth: 25
Well Owner: CITY OF RICHLAND
Driller #: 1888
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N164
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000769620

Database: Ecology Well Logs
Well Tag: BJB784
Notice of Intent #: GE00730
Diameter: 6
Well Completion: 02-JUN-17
Well Type: Resource Protection
Static Level: 0
Flow Type: Static Level
Well Test: Not Reported

Well Log ID: 1630000
Project Tag: Not Reported
Date Received: 12-JUN-17
Casing Depth: 150
Well Owner: City of Richland
Driller #: 2792
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

N165
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000769621

Database: Ecology Well Logs
Well Tag: BJB783
Notice of Intent #: GE00730
Diameter: 6
Well Completion: 30-MAY-17
Well Type: Resource Protection
Static Level: 0
Flow Type: Static Level
Well Test: Not Reported

Well Log ID: 1630001
Project Tag: Not Reported
Date Received: 12-JUN-17
Casing Depth: 150
Well Owner: City of Richland
Driller #: 2792
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N166
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000638461

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: AE29148
Diameter: 6
Well Completion: 10-OCT-14
Well Type: Decommissioning
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 942242
Project Tag: FC
Date Received: 22-OCT-14
Casing Depth: 22
Well Owner: ConAgra Foods Lamb Weston
Driller #: 3162
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N167
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000298913

Database: Ecology Well Logs
Well Tag: AKH927
Notice of Intent #: W160923
Diameter: 6
Well Completion: 14-APR-04
Well Type: Water
Static Level: 0
Flow Type: Not Reported
Well Test: Not Reported

Well Log ID: 379670
Project Tag: Not Reported
Date Received: 12-MAY-04
Casing Depth: 40
Well Owner: TED MEIR
Driller #: Not Reported
Flow Rate (GPM): 0
PSI: 0
Water Reclamation #: 40

N168
ESE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000638459

Database: Ecology Well Logs
Well Tag: Not Reported
Notice of Intent #: SE52893
Diameter: 6

Well Log ID: 942239
Project Tag: FC
Date Received: 22-OCT-14
Casing Depth: 22

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Well Completion:	10-OCT-14	Well Owner:	ConAgra Foods Lamb Weston
Well Type:	Resource Protection	Driller #:	3162
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Applicable	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

O169
ENE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584888

Database:	Ecology Well Logs	Well Log ID:	845629
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	SE45030	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	20
Well Completion:	11-APR-12	Well Owner:	City of Richland Shannon & Wilson
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

O170
ENE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584887

Database:	Ecology Well Logs	Well Log ID:	845627
Well Tag:	Not Reported	Project Tag:	Not Reported
Notice of Intent #:	AE17024	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	0
Well Completion:	11-APR-12	Well Owner:	City of Richland Shannon & Wilson
Well Type:	Decommisioning	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

O171
ENE
1/2 - 1 Mile
Lower

WA WELLS WALOG1000584884

Database:	Ecology Well Logs	Well Log ID:	845621
Well Tag:	ALJ243	Project Tag:	Not Reported
Notice of Intent #:	RE06950	Date Received:	07-JAN-13
Diameter:	8.5	Casing Depth:	15
Well Completion:	12-APR-12	Well Owner:	City of Richland
Well Type:	Resource Protection	Driller #:	Not Reported
Static Level:	0	Flow Rate (GPM):	0
Flow Type:	Not Reported	PSI:	0
Well Test:	Not Reported	Water Reclamation #:	40

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation

Database EDR ID Number

172
South
1/2 - 1 Mile
Higher

FED USGS USGS40001215062

Organization ID:	USGS-WA		
Organization Name:	USGS Washington Water Science Center		
Monitor Location:	10N/28E-33E01	Type:	Well
Description:	Not Reported	HUC:	17030003
Drainage Area:	Not Reported	Drainage Area Units:	Not Reported
Contrib Drainage Area:	Not Reported	Contrib Drainage Area Unts:	Not Reported
Aquifer:	Not Reported	Formation Type:	Not Reported
Aquifer Type:	Not Reported	Construction Date:	19780201
Well Depth:	130	Well Depth Units:	ft
Well Hole Depth:	130	Well Hole Depth Units:	ft

Ground water levels,Number of Measurements:	1	Level reading date:	1978-02-24
Feet below surface:	10	Feet to sea level:	Not Reported
Note:	Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

AREA RADON INFORMATION

Federal EPA Radon Zone for BENTON County: 2

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for BENTON COUNTY, WA

Number of sites tested: 56

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.943 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	2.774 pCi/L	86%	10%	4%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map

Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory

Source: Department of Ecology

Telephone: 360-407-6121

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Water Wells

Source: Department of Health

Telephone: 360-236-3148

Group A and B well locations.

Water Well Listing

Source: Public Utility District

Telephone: 206-779-7656

A listing of water well locations in Kitsap County.

Ecology Well Logs

Source: Department of Ecology

Telephone: 360-407-7294

Point geodatabase with a record for each Ecology well report. Points are located by quarter quarter section centroid.

Points contain all well report types including water wells, resource protection wells, and decommissioned wells.

OTHER STATE DATABASE INFORMATION

Oil and Gas Well Listing

Source: Department of Natural Resources

Telephone: 360-902-1450

Locations that represent oil and gas test well sites in Washington State from 1890 to present.

RADON

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRRA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

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Appendix E:

Qualifications

Mr. Meyer holds a B.S. in Chemistry from Southern Oregon University, and he is an accredited Asbestos Hazard Emergency Response Act (AHERA) Building Inspector since January 2003 (#3509-06-17-05), and a Washington and Oregon USTS Site Assessor (ICC#5226971, OR#24070) and an Oregon Soil Matrix cleanup specialist (#24270) since 2004. Mr. Meyer has also been certified as a Level II Wastewater Treatment Operator, and he has current HAZWOPER certification.

EP Certification: I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of this part.

AAI Certification: I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.



Yancy Meyer, E.P.

Mr. Trabusiner holds a BS in Environmental Engineering from Nova University in Florida, and he has been an accredited Asbestos Hazard Emergency Response Act (AHERA) Building Inspector since 1993 (#3509-06-17-02), Washington and Oregon USTs Site Assessor (#14359) and certified as an Oregon Soil Matrix cleanup specialist (#14360) since 1993. Mr. Trabusiner also has been a Certified Environmental Specialist with the National Environmental Assessment Association since 1995 (#1418), and has been working in his field since 1987.

EP Certification: I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of this part.

AAI Certification: I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

A handwritten signature in black ink, appearing to read "P. Trabusiner", with a stylized flourish at the end.

Peter Trabusiner, Environmental Professional

Appendix F:

Additional Documentation

Benton County Property Search

Property Search Results > 299749 HJBT PROPERTIES LLC for Year 2018 - 2019

Property

Account

Property ID:	299749	Legal Description:	THAT PORTION OF THE FOLLOWING LEGAL DESCRIPTION LYING WITHIN SECTION 28: THAT PORTION OF THE WEST HALF OF SECTION 28 AND A PORTION OF THE EAST HALF OF THE EAST HALF SECTION 29, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 89°22'08" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 210.81 FEET TO A POINT ON THE SOUTHERLY RIGHT
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OF WAY LINE OF
STATE ROUTE 240;
THENCE ALONG
THE SOUTHERLY
RIGHT OF WAY OF
SAID STATE ROUTE
240 SOUTH
52°35'15" EAST
FOR A DISTANCE
OF 92.39 FEET;
THENCE
CONTINUING
ALONG THE
SOUTHERLY RIGHT
OF WAY LINE OF
SAID STATE ROUTE
240,
SOUTHEASTERLY,
ALONG THE ARC
OF 10085.00 FOOT
RADIUS TANGENT
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 01°03'39", (THE
RADIUS OF WHICH
BEARS NORTH
37°24'45" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 53°07'05"
EAST, FOR A
CHORD DISTANCE
OF 186.73 FEET)
FOR AN ARC
DISTANCE OF
186.73 FEET;
THENCE LEAVING
THE SOUTHERLY
RIGHT OF WAY OF
SAID STATE ROUTE
240, SOUTH
36°21'06" WEST,
255.00 FEET;
THENCE SOUTH
29°38'50" EAST,
475.39 FEET;

THENCE SOUTH
11°11'50" WEST
77.90 FEET TO A
POINT ON THE
NORTHERLY RIGHT
OF WAY LINE OF
RIVER PARK DRIVE,
SAID POINT BEING
42.00 FEET FROM
THE CENTERLINE
OF SAID RIVER
PARK DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIUS; THENCE
LEAVING THE
NORTHERLY RIGHT
OF WAY LINE OF
SAID RIVER PARK
DRIVE, SOUTH
11°11'50" WEST,
84.16 FEET TO A
POINT ON THE
SOUTHERLY RIGHT
OF WAY LINE OF
RIVER PARK DRIVE,
SAID POINT BEING
42.00 FEET FROM
THE CENTERLINE
OF SAID RIVER
PARK DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIAL, SAID
POINT ALSO BEING
THE TRUE POINT
OF BEGINNING;
THENCE ALONG
THE SOUTHERLY
RIGHT-OF-WAY OF
SAID RIVER PARK
DRIVE, SOUTH
82°18'42" EAST,
101.11 FEET;
THENCE LEAVING
THE SOUTHERLY
RIGHT-OF-WAY

LINE OF SAID
RIVER PARK DRIVE,
SOUTH 71°52'40"
EAST, 553.94 FEET;
THENCE SOUTH
26°15'46" EAST,
619.15 FEET;
THENCE NORTH
86°21'24" EAST,
303.06 FEET TO A
POINT OF THE
WESTERLY RIGHT-
OF-WAY OF HORN
RAPIDS DRIVE,
SAID POINT BEING
42.00 FEET
WESTERLY OF THE
CENTERLINE OF
SAID HORN RAPIDS
DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIAL; THENCE
FOLLOWING THE
WESTERLY RIGHT-
OF-WAY OF SAID
HORN RAPIDS
DRIVE THE
FOLLOWING
COURSES: THENCE
SOUTH 03°23'49"
WEST, 201.19 FEET;
THENCE ALONG
THE ARC OF A
25.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 86°22'11" (THE
RADIUS OF WHICH
BEARS NORTH
86°36'11" WEST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 46°34'55"
WEST FOR A

CHORD DISTANCE
OF 34.22 FEET) OR
AN ARC DISTANCE
OF 37.69 FEET;
THENCE SOUTH
89°46'00" WEST,
116.49 FEET;
THENCE ALONG
THE ARC OF A
75.00 FOOT
RADIUS TANGENT
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 180°00'07"
(THE RADIUS OF
WHICH BEARS
SOUTH 00°14'00"
EAST, THE LONG
CHORD OF WHICH
BEARS SOUTH
00°14'04" EAST
FOR A CHORD
DISTANCE OF
150.00 FEET) FOR
AN ARC DISTANCE
OF 235.62 FEET;
THENCE NORTH
89°46'00" EAST,
104.46 FEET;
THENCE ALONG
THE ARC OF A
25.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 90°11'32" (THE
RADIUS OF WHICH
BEARS SOUTH
00°14'00" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 45°08'14"
EAST FOR A
CHORD DISTANCE
OF 35.41 FEET)

FOR AN ARC
DISTANCE OF 39.35
FEET; THENCE
ALONG THE ARC
OF A 342.00 FOOT
RADIUS REVERSE
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 15°04'55" (THE
RADIUS OF WHICH
BEARS NORTH
89°57'32" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 07°34'55"
EAST FOR A
CHORD DISTANCE
OF 89.76 FEET)
FOR AN ARC
DISTANCE OF 90.02
FEET; THENCE
ALONG THE
WESTERLY RIGHT-
OF-WAY LINE OF
HORN RAPIDS
DRIVE SOUTH
15°07'22"EAST,
424.60 FEET;
THENCE, ALONG
THE ARC OF A
388.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 97°56'42" (THE
RADIUS OF WHICH
BEARS SOUTH
74°52'38" WEST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 33°50'59"
WEST FOR A
CHORD DISTANCE
OF 585.41 FEET)
FOR AN ARC

DISTANCE OF
663.27 FEET;
THENCE ALONG
THE ARC OF A
722.00 FOOT
RADIUS REVERSE
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 58°56'50" (THE
RADIUS OF WHICH
BEARS SOUTH
07°10'40" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 53°20'54"
WEST FOR A
CHORD DISTANCE
OF 710.48 FEET)
FOR AN ARC
DISTANCE OF
742.81 FEET;
THENCE SOUTH
83°56'26" WEST,
40.30 FEET;
THENCE SOUTH
83°04'23" WEST,
110.04 FEET;
THENCE SOUTH
77°26'48" WEST,
152.67 FEET;
THENCE SOUTH
79°54'22" WEST,
126.03 FEET;
THENCE SOUTH
84°26'20" WEST,
177.93 FEET;
THENCE SOUTH
65°16'56" WEST,
35.54 FEET;
THENCE NORTH
60°20'53" WEST,
384.38 FEET;
THENCE NORTH
53°34'19" WEST,
685.29 FEET;
THENCE NORTH

74°58'21" WEST,
531.27 FEET;
THENCE
NORTHERLY,
ALONG THE ARC
OF A 378.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 08°09'32" (THE
LONG CHORD OF
WHICH BEARS
NORTH 08°32'50"
EAST FOR A
CHORD DISTANCE
OF 53.78 FEET)
FOR AN ARC
DISTANCE OF 53.81
FEET TO A POINT
ON THE EASTERLY
RIGHT OF WAY
LINE OF RIVER
VALLEY DRIVE,
SAID POINT BEING
42.00 FEET
EASTERLY OF THE
CENTERLINE OF
SAID RIVER VALLEY
DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIALY; THENCE
NORTH 12°37'36"
EAST, 136.47 FEET;
THENCE LEAVING
THE WESTERLY
RIGHT-OF-WAY
LINE OF SAID
RIVER VALLEY
DRIVE, SOUTH
80°29'00" EAST,
779.61 FEET;
THENCE SOUTH
53°23'05" EAST,
748.90 FEET;
THENCE NORTH

52°06'57" EAST,
532.40 FEET;
THENCE NORTH
10°05'41" EAST,
395.69 FEET;
THENCE NORTH
73°32'05" WEST,
70.67 FEET;
THENCE ALONG
THE ARC OF A
50.00 FOOT
RADIUS NON-
TANGENT CURVE
TO THE LEFT,
THROUGH
CENTRAL ANGLE
OF 102°57'42"
(THE RADIUS OF
WHICH BEARS
NORTH 73°32'05"
WEST, THE LONG
CHORD OF WHICH
BEARS NORTH
35°00'57" WEST
FOR A CHORD
DISTANCE OF 78.24
FEET) FOR AN ARC
DISTANCE OF 89.85
FEET; THENCE
NORTH 03°30'12"
EAST, 116.78 FEET;
THENCE SOUTH
89°17'26" WEST,
444.69 FEET;
THENCE NORTH
76°22'48" WEST,
1068.34 FEET TO A
POINT ON THE
EASTERLY RIGHT-
OF-WAY LINE OF
RIVER VALLEY
DRIVE, SAID POINT
BEING 42.00 FEET
EASTERLY OF THE
CENTERLINE OF
SAID RIVER VALLEY
DRIVE WHEN

MEASURED AT
RIGHT ANGLES OR
RADIAL; THENCE
FOLLOWING THE
EASTERLY RIGHT-
OF-WAY LINE OF
SAID RIVER VALLEY
DRIVE THE
FOLLOWING
COURSES: THENCE
NORTHEASTERLY,
ALONG THE ARC
OF A 658.00 FOOT
RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 12°22'18" (THE
RADIUS OF WHICH
BEARS SOUTH
46°56'40" EAST,
THE LONG CHORD
OF WHICH BEARS
NORTH 48°55'18"
EAST FOR A
CHORD DISTANCE
OF 141.80 FEET)
FOR AN ARC
DISTANCE OF
142.08 FEET;
THENCE
NORTHEASTERLY,
ALONG THE ARC
OF A 608.00 FOOT
RADIUS NON-
TANGENT CURVE
TO THE RIGHT,
THROUGH A
CENTRAL ANGLE
OF 10°13'09" (THE
RADIUS OF WHICH
BEARS SOUTH
34°53'33" EAST,
THE LONG CHORD
OF WHICH BEARS
NORTH 60°13'02"
EAST FOR A

CHORD DISTANCE
OF 108.30 FEET)
FOR AN ARC
DISTANCE OF
108.44 FEET;
THENCE NORTH
65°19'36" EAST,
147.35 FEET;
THENCE
NORTHEASTERLY,
ALONG THE ARC
OF A 442.00 FEET
RADIUS TANGENT
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 14°20'28" (THE
RADIUS OF WHICH
BEARS NORTH
24°40'24" WEST,
THE LONG CHORD
OF WHICH BEARS
NORTH 58°09'22"
EAST FOR A
CHORD DISTANCE
OF 110.34 FEET)
FOR AN ARC
DISTANCE OF
110.63 FEET;
THENCE LEAVING
THE EASTERLY
RIGHT-OF-WAY
LINE OF SAID
RIVER VALLEY
DRIVE, SOUTH
58°25'13" EAST,
169.74 FEET;
THENCE SOUTH
65°21'38" EAST,
85.61 FEET;
THENCE SOUTH
77°45'45" EAST,
559.82 FEET;
THENCE SOUTH
65°34'15" EAST,
90.29 FEET;
THENCE SOUTH

12°02'08" WEST,
17.65 FEET;
THENCE SOUTH
81°12'58" EAST,
198.99 FEET;
THENCE NORTH
28°52'00" EAST,
189.93 FEET;
THENCE NORTH
36°11'52" WEST,
94.26 FEET;
THENCE NORTH
38°03'16" WEST,
83.31 FEET;
THENCE NORTH
76°34'18" WEST,
291.05 FEET;
THENCE NORTH
62°44'22" WEST,
213.55 FEET;
THENCE SOUTH
81°00'01" WEST,
77.68 FEET;
THENCE NORTH
86°10'15" WEST,
202.11 FEET;
THENCE NORTH
54°03'41" WEST,
74.38 FEET;
THENCE NORTH
23°48'47" EAST,
20.51 FEET;
THENCE NORTH
57°24'01" WEST,
84.76 FEET TO A
POINT ON THE
EASTERLY RIGHT-
OF-WAY LINE OF
SAID RIVER VALLEY
DRIVE; THENCE
ALONG THE
EASTERLY RIGHT-
OF-WAY LINE OF
SAID RIVER VALLEY
DRIVE THE
FOLLOWING
COURSES: THENCE

NORTHERLY,
ALONG THE ARC
OF A 442.00 FOOT
RADIUS NON-
TANGENT CURVE
TO THE LEFT,
THROUGH A
CENTRAL ANGLE
OF 00°23'53" (THE
RADIUS OF WHICH
BEARS NORTH
78°24'22" WEST,
THE LONG CHORD
OF WHICH BEARS
NORTH 11°23'42"
EAST FOR A
CHORD DISTANCE
OF 3.07 FEET) FOR
AN ARC DISTANCE
OF 3.07 FEET;
THENCE
NORTHERLY,
ALONG THE ARC
OF A 550.00 FOOT
RADIUS TANGENT
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 34°02'03" (THE
RADIUS OF WHICH
BEARS NORTH
78°29'03" WEST,
THE LONG CHORD
OF WHICH BEARS
NORTH 05°49'20"
WEST FOR A
CHORD DISTANCE
OF 321.92 FEET)
FOR AN ARC
DISTANCE OF
326.71 FEET;
THENCE NORTH
22°50'20" WEST,
29.53 FEET;
THENCE ALONG
THE ARC OF A
25.00 FOOT

RADIUS TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 90°00'00" (THE
RADIUS OF WHICH
BEARS NORTH
67°09'40" EAST,
THE LONG CHORD
OF WHICH BEARS
NORTH 22°09'40"
EAST FOR A
CHORD DISTANCE
OF 35.36 FEET FOR
AN ARC DISTANCE
OF 39.27 FEET;
THENCE NORTH
67°09'40" EAST,
206.25 FEET;
THENCE LEAVING
THE EASTERLY
RIGHT-OF-WAY
LINE OF SAID
RIVER VALLEY
DRIVE, SOUTH
34°06'02" EAST,
319.76 FEET;
THENCE SOUTH
63°26'06" EAST,
418.39 FEET;
THENCE SOUTH
53°58'44" EAST,
152.01 FEET;
THENCE SOUTH
62°38'53" EAST,
67.86 FEET;
THENCE SOUTH
50°41'54" EAST,
152.24 FEET;
THENCE SOUTH
27°08'42" EAST,
31.99 FEET;
THENCE SOUTH
33°27'22" EAST,
37.53 FEET;
THENCE SOUTH
66°06'46" EAST,

62.74 FEET;
THENCE NORTH
80°21'23" EAST,
60.09 FEET;
THENCE NORTH
53°05'20" EAST,
153.28 FEET;
THENCE NORTH
06°31'51" EAST,
144.52 FEET;
THENCE NORTH
48°19'25" WEST,
376.86 FEET;
THENCE NORTH
61°23'27" WEST,
508.82 FEET;
THENCE NORTH
72°12'48" WEST,
60.18 FEET;
THENCE NORTH
34°37'42" WEST,
136.13 FEET TO A
POINT ON THE
SOUTHERLY RIGHT-
OF-WAY LINE OF
RIVER PARK DRIVE,
SAID POINT BEING
42.00 FEET
SOUTHERLY OF
THE CENTERLINE
OF SAID RIVER
PARK DRIVE WHEN
MEASURED AT
RIGHT ANGLES OR
RADIAL; THENCE
ALONG THE
SOUTHERLY RIGHT-
OF-WAY OF SAID
RIVER PARK DRIVE,
ALONG THE ARC
OF THE 658.00
FOOT RADIUS
NON-TANGENT
CURVE TO THE
RIGHT, THROUGH
A CENTRAL ANGLE
OF 25°29'17" (THE

RADIUS OF WHICH BEARS SOUTH 17°47'59" EAST, THE LONG CHORD OF WHICH BEARS NORTH 84°56'40" EAST FOR A CHORD DISTANCE OF 290.30 FEET) FOR AN ARC DISTANCE OF 292.71 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING: 73.01 ACRES OF LAND, MORE OR LESS. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF APPARENT OR OF RECORD. (PER RECORD SURVEY #3664, AF#2006-033490, 10/10/2006) EXCEPT ANY PORTION LYING WITHIN THE PLAT OF CROSSWATER, RECORDED IN VOLUME 15 OF PLATS AT PAGE 348, RECORDS OF BENTON COUNTY, WASHINGTON. AF#2007-038453, 11/27/2007. EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST

QUARTER AND A
PORTION OF THE
NORTHWEST
QUARTER OF THE
SOUTHWEST
QUARTER OF
SECTION 28,
TOWNSHIP 10
NORTH, RANGE 28
EAST, WILLAMETTE
MERIDIAN,
BENTON COUNTY,
WASHINGTON
DESCRIBED AS
FOLLOWS:
BEGINNING AT THE
NORTHWEST
CORNER OF THE
SOUTHWEST
QUARTER OF SAID
SECTION 28;
THENCE SOUTH
00°30'06" WEST
ALONG THE WEST
LINE OF THE
SOUTHWEST
QUARTER OF SAID
SECTION 28 FOR A
DISTANCE OF
780.77 FEET;
THENCE LEAVING
THE WEST LINE OF
THE SOUTHWEST
QUARTER OF SAID
SECTION 28,
SOUTH 60°20'53"
EAST, 241.41 FEET
TO THE TRUE
POINT OF
BEGINNING;
THENCE NORTH
60°06'17" EAST,
26.45 FEET;
THENCE NORTH
65°41'19" EAST,
1357.19 FEET;
THENCE NORTH

86°29'21" EAST,
211.44 FEET;
THENCE
SOUTHWESTERLY,
ALONG THE ARC
OF A 388.00 FOOT
RADIUS NON-
TANGENT CURVE
TO THE RIGHT,
THROUGH A
CENTRAL ANGLE
OF 33°45'47" (THE
RADIUS OF WHICH
BEARS NORTH
40°56'27" WEST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 65°56'26"
WEST FOR A
CHORD DISTANCE
OF 225.35 FEET)
FOR AN ARC
DISTANCE OF
228.64 FEET;
THENCE
CONTINUING,
SOUTHWESTERLY,
ALONG THE ARC
OF A 722.00 FOOT
RADIUS REVERSE
CURVE TO THE
LEFT, THROUGH A
CENTRAL ANGLE
OF 58°56'50", (THE
RADIUS OF WHICH
BEARS SOUTH
07°10'40" EAST,
THE LONG CHORD
OF WHICH BEARS
SOUTH 53°20'54"
WEST FOR A
CHORD DISTANCE
OF 710.48 FEET)
FOR AN ARC
DISTANCE OF
742.81 FEET;
THENCE SOUTH

83°56'26" WEST,
40.30 FEET;
THENCE SOUTH
83°04'23" WEST,
110.04 FEET;
THENCE SOUTH
77°26'48" WEST
152.67 FEET;
THENCE SOUTH
79°54'22" WEST,
126.03 FEET;
THENCE SOUTH
84°26'20" WEST,
177.93 FEET;
THENCE SOUTH
65°16'56" WEST,
35.54 FEET;
THENCE NORTH
60°20'53" WEST,
72.78 FEET TO THE
TRUE POINT OF
BEGINNING.
CONTAINING
159883 SQUARE
FEET OR 3.67
ACRES OF LAND,
MORE OR LESS.
TOGETHER WITH
AND SUBJECT TO A
WATERLINE
EASEMENT, ALSO
TOGETHER WITH
AND SUBJECT TO A
30-FOOT WIDE
SLOPE EASEMENT.
SWD, AF #2005-
026862
(8/9/2005). LESS
THAT PORTION
LYING WITHIN THE
FOLLOWING
DESCRIBED LEGAL:
That portion of the
Northeast quarter
of the Southwest
quarter of Section
28, Township 10

North, Range 28
East, Willamette
Meridian, Benton
County,
Washington
described as
follows: Beginning
at the Northeast
corner of the
Southwest quarter
of said Section 28;
Thence South
89°19'49" West
along the North
line of the
Southwest quarter
of said Section 28
for a distance of
1142.49 feet;
Thence leaving the
North line of the
Southwest quarter
of said Section 28,
South 00°40'11"
East, 417.72 feet to
the TRUE POINT
OF BEGINNING,
said point being on
the Southerly
boundary of "Tract
3, Columbia Golf
Associates parcel"
as shown in Book
1 of Surveys, page
3561 and as
described under
Benton County
Auditors File No.
2005-043675,
Records of Benton
County,
Washington;
Thence following
the Southerly
boundary of said
"Tract 3,
Northeasterly

along the arc of a
388.00-foot radius
non-tangent curve
to the left (the
radius of which
bears North
13°05'15" West)
through a central
angle of 58°54'57"
for an arc distance
of 398.97 feet;
Thence leaving the
Southerly
boundary of said
"Tract 3",
Southwesterly
along the arc of a
350.00-foot radius
non-tangent curve
to the left (the
radius of which
bears North
72°00'13" West)
through a central
angle of 28°30'43"
for an arc distance
of 174.17 feet;
Thence South
38°20'09" West,
132.12 feet;
Thence South
51°24'52" West,
79.68 feet to the
TRUE POINT OF
BEGINNING.
TOGETHER WITH
AND SUBJECT TO
easements,
reservations,
covenants and
restrictions
apparent or of
record. QCD, AF
#2007-037392
(11/15/2007).

Parcel # / Geo ID: 128082000001005
Type: Real

Agent Code:

Tax Area:	R1 - R1	Land Use Code	74
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	10	Section:	28
Range:	28	Legal Acres:	54.9801

Location

Address:	2800 CLUBHOUSE LN RICHLAND, WA 99352-2189	Mapsco:
Neighborhood:	Horn Rapids Community	Map ID:
Neighborhood CD:	670200	

Owner

Name:	HJBT PROPERTIES LLC	Owner ID:	421485
Mailing Address:	1611 SUNSET ST RICHLAND, WA 99354	% Ownership:	100.0000000000%
Exemptions:			

Owner

Name:	HJBT PROPERTIES LLC	Owner ID:	421485
Mailing Address:	1611 SUNSET ST RICHLAND, WA 99354	% Ownership:	100.0000000000%
Exemptions:			

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2019 - 72797 (Balance)	\$2768.15	\$9.00	\$0.00	\$0.00	\$2777.15

Total Amount to Pay: \$

*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 03/27/2019

Amount Due if Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2019	72797	\$2777.26	\$2777.15	\$0.00	\$0.00	\$2777.26	\$2777.15
▶ Statement Details							
2018	72964	\$3319.74	\$3319.64	\$0.00	\$0.00	\$6639.38	\$0.00

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).

[illegible]

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	11	Primary Commercial/Indust Land	54.9800	2394929.00	0.00	0.00	\$494,820	\$0

Roll Value History
Deed and Sales History
Payout Agreement

Mapping Website

© N. Harris Computer Corporation

**LEGAL DESCRIPTION
PROPOSED R3 ZONING**

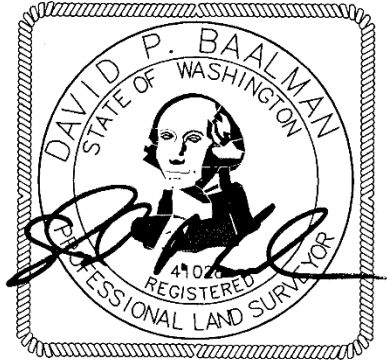
THAT PORTION SECTION 28 TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, SITUATE IN THE CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 47, PLAT OF PRESTWICK AT HORN RAPIDS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 17, RECORDS OF BENTON COUNTY, WASHINGTON, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY MARGIN OF RIVER PARK DRIVE; THENCE SOUTH 03°23'22" WEST 201.23 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY 37.69 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°22'11" TO THE NORTHERLY RIGHT OF WAY MARGIN OF HORN RAPIDS DRIVE; THENCE SOUTH 89°45'33" WEST 116.49 FEET ALONG SAID NORTHERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 75.00 FEET; THENCE WESTERLY, SOUTHERLY, AND EASTERLY 235.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00" TO THE SOUTHERLY RIGHT OF WAY MARGIN OF HORN RAPIDS DRIVE; THENCE NORTH 89°45'33" EAST 104.52 FEET ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 18.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°25'47" TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTHEASTERLY 20.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°45'23" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 23°55'59" EAST 20.24 FEET;)

TO THE BEGINNING OF A CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 342.00 FEET; THENCE SOUTHEASTERLY 89.90 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE WESTERLY RIGHT OF WAY MARGIN OF RIVER VALLEY DRIVE THROUGH A CENTRAL ANGLE OF 15°03'39"; THENCE SOUTH 15°06'54" EAST 633.50 FEET ALONG SAID WESTERLY RIGHT OF WAY MARGIN TO THE NORTHEAST CORNER OF TRACT A OF THE PLAT OF CROSSWATER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 348, RECORDS OF BENTON COUNTY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 350.00 FEET; THENCE SOUTHWESTERLY 237.37 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHWESTERLY BOUNDARY OF SAID PLAT THROUGH A CENTRAL ANGLE OF 38°51'31" (THE LONG CHORD OF SAID CURVE BEARS SOUTH 57°45'54" WEST 232.85 FEET) THENCE SOUTH 38°20'09" WEST 132.12 FEET ALONG SAID NORTHWESTERLY BOUNDARY; THENCE SOUTH 51°24'52" WEST 79.68 FEET ALONG SAID NORTHWESTERLY BOUNDARY TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 388.00 FEET; THENCE SOUTHWESTERLY 15.95 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHWESTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 02°21'21" (THE LONG

CHORD OF SAID CURVE BEARS SOUTH 78°05'26" WEST 15.95 FEET;)THENCE
NORTH 04°52'42" WEST 992.07 FEET; THENCE SOUTH 71°24'17" EAST 68.21 FEET;
THENCE NORTH 80°12'06" EAST 194.12 FEET
TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 6.18 ACRES, MORE OR LESS.



10-1-18

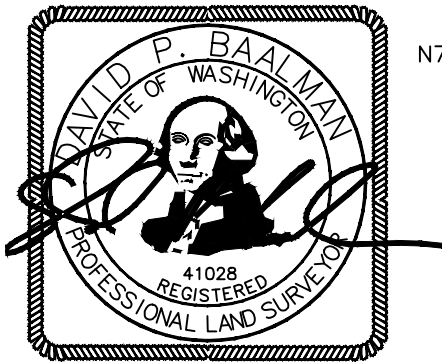
EXHIBIT MAP

PROPOSED REZONING BOUNDARIES

PTN S28 T10N R28E W.M.

CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

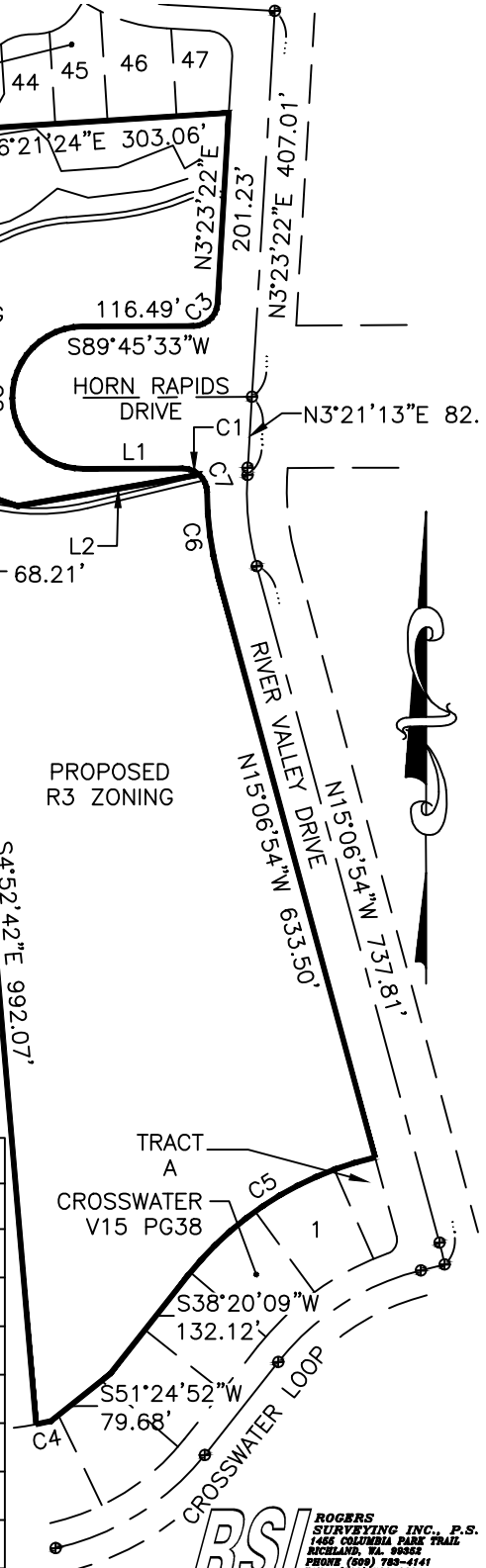
PRESTWICK AT HORN RAPIDS
V14 PG17



10-1-18

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°45'33"W	104.52
L2	N80°12'06"E	194.12

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	18.51	25.00	42°25'47"	N69°01'34"W	18.09
C2	235.62	75.00	180°00'00"	S0°14'27"E	150.00
C3	37.69	25.00	86°22'11"	N46°34'27"E	34.22
C4	15.95	388.00	2°21'21"	N78°05'26"E	15.95
C5	237.37	350.00	38°51'31"	S57°45'54"W	232.85
C6	89.90	342.00	15°03'39"	S7°35'06"E	89.64
C7	20.84	25.00	47°45'23"	N23°55'59"W	20.24



34818

RSI ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA 99352
PHONE (509) 783-4141
FAX (509) 783-8884
www.rogerssurveying.com

**Environmental Site Assessment
Field Screen Questionnaire**

To the best of your knowledge, do any of the following documents exist, or have you been made aware of them in the past:

___Yes_X_No___Unkwn Environmental Site Assessments

___Yes_X_No___Unkwn Environmental Assessments - Phase I Reports

___Yes_X_No___Unkwn Environmental Permits

___Yes_X_No___Unkwn Underground storage tank applications, permits, or registrations

___Yes_X_No___Unkwn Community Right-to-Know Plan, Material Safety Data Sheets, Environmental Safety Plans, Environmental Operations and Maintenance Programs

___Yes_X_No___Unkwn (1) Is the property or any adjoining property used for an industrial use?

___Yes_X_No___Unkwn (2) To the best of your knowledge, has the property or adjoining property been used for an industrial use in the past?

___Yes_X_No___Unkwn (3) Is the property or any adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?

___Yes_X_No___Unkwn (4) To the best of your knowledge, has the property or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?

___Yes_X_No___Unkwn (5) Are there currently, or to the best of your knowledge have there been previously, any operations at the property or within the facility which involved the processing, storage or handling of petroleum in individual containers of greater than five gallons in volume, or fifty gallons in the aggregate.

___Yes_X_No___Unkwn (6) Are there currently, or to the best of your knowledge have there been previously, any automotive or industrial batteries in significant quantities, or pesticides, paints, or other chemicals in individual containers of greater than five gallons in volume or fifty gallons in the aggregate, stored on or used at the property or within the facility.

☐ Yes ☒ X ☐ No ☐ Unkwn (7) Are there currently, or to the best of your knowledge have there been previously, any industrial drums (typically 55 gallon) or sacks of chemicals located on the property or at the facility?

☐ Yes ☒ X ☐ No ☐ Unkwn (8) Has Fill Dirt been brought onto the property which originated from a contaminated site or which is of an unknown origin?

☐ Yes ☒ X ☐ No ☐ Unkwn (9) Are there currently, or to the best of your knowledge have there been previously, any Pits, Ponds, Surface Impoundments or Lagoons located on the property in connection with waste treatment or waste disposal?

☐ Yes ☒ X ☐ No ☐ Unkwn (10) Are there currently, or to the best of your knowledge have there been previously, any Incinerators, Injection Wells, Transfer Stations, Waste Recycling Operations, Waste Treatment Detoxification, or Land Disposal Areas located on the property in connection with waste treatment or waste disposal?

☐ Yes ☒ X ☐ No ☐ Unkwn (11) Is there currently, or to the best of your knowledge has there been previously, any stained soil on the property?

☐ Yes ☒ X ☐ No ☐ Unkwn (12) Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered above or underground storage tanks located on the property?

☐ Yes ☒ X ☐ No ☐ Unkwn (13) Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?

☐ Yes ☒ X ☐ No ☐ Unkwn (14) Are there currently, or to the best of your knowledge have there been previously installed, any urea-formaldehyde foam insulation within the property?

☐ Yes ☒ X ☐ No ☐ Unkwn (15) Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water, or are emitting foul odors?

NA

☐ Yes ☐ No ☐ Unkwn (16) If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system or has the well been designated as contaminated by any government environmental and or health agency?

Yes X No Unkwn (17) Does the Owner or Occupant of the property have any knowledge of Environmental Liens or government notification relating to past or current violations of environmental laws with respect to the Property or any facility located on the Property?

 Yes X No Unkwn (18) Has the Owner or Occupant of the property been informed of the past or current existence of hazardous Substances or Petroleum Products or environmental violations with respect to the Property or any facility located on the property?

 Yes X No Unkwn (19) Does the Owner or Occupant of the property have any knowledge of any Environmental Site Assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?

 Yes X No Unkwn (20) Does the Owner or Occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substances or petroleum products involving the property by an Owner or Occupant?

 Yes X No Unkwn (21) Does the property discharge waste water other than storm water, directly to a ditch or stream on or adjacent to the property?

 Yes X No Unkwn (22) To the best of your knowledge, have any hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried, and or burned on the property?

 Yes X No Unkwn (23) To the best of your knowledge, have any railroad ties, telephone poles, treated lumber, wooden wire or cable storage reels or spools been dumped above grade, buried, and or burned on the property?

 Yes X No Unkwn (24) To the best of your knowledge, in the past or the present have any railroad tracks or railroad right-of-ways been located on, or adjacent to the property?

 Yes X No Unkwn (25) Is there a transformer, capacitor or any hydraulic equipment for which there are any records indicating the presence of PCBs?

 Yes X No Unkwn (26) Are there currently, or to the best of your knowledge, has the Owner or Operator of the property been required previously to submit, file, or maintain Material Safety Data Sheets (MSDS) or a written Hazard Communication Program?

☐ Yes ☒ No ☐ Unkwn (27) Are there currently, or to the best of your knowledge, has the Owner or Operator of the property been required previously to submit or file to Federal or State agencies a Chemical Contingency Plan, Emergency and Hazardous Chemical Inventory Form, Toxic Chemical Release Form, SARA Title III - Emergency Planning and Community Right-to-Know Act inventory, SARA Title III - Extremely Hazardous Substances inventory, or report under the Emergency Response Notification System?

☐ Yes ☒ No ☐ Unkwn (28) To the best of your knowledge, does the property currently fall within the auspices of Department of Housing and Urban Development (HUD) supplied funding, or is a source of income revenue directly derived from, supplied, or guaranteed by HUD?

This questionnaire was answered:

Date: 3/26/2019

Via: In Person

__Telephone Conversation

___Sent Registered mail

This questionnaire was answered by:

Name: Yancy Meyer

Signature: 

Title: Environmental Professional

Firm: BMEC, Inc.

Date: 3/26/2019

This questionnaire was administered and completed by:

Name (Print): _____

Signature: _____

Date: _____

Blue Mountain Environmental Consulting, Inc., in reference to

Note: This Environmental Site Assessment Field Screen Questionnaire is based upon the standards in ASTM E1527-13, and the State of Washington Environmental Disclosure Document for Transfer of Real Property.

Horn Rapids Inadvertent Discovery Plan

In the event that any ground-disturbing activities or other project activities related to this development or in any future development uncover protected cultural material (e.g., bones, shell, antler, horn or stone tools), the following actions will be taken:

1. When an unanticipated discovery of protected **cultural material** (see definitions below) occurs, the property owner or contractor will completely secure the location and contact:
 - a) The property owner and project manager;
 - b) The Department of Archaeology and Historic Preservation (DAHP) (Sydney Hanson, 360-280-7563);
 - c) And must consult with appropriate tribal contacts for finds of Native American origin:
 - a. Guy Mora, Tribal Historic Preservation Officer (THPO), Confederated Tribes of the Colville Reservation (509-634-2695);
2. If the discovery is **human remains**, the property owner or contractor will stop work in and adjacent to the discovery, completely secure the work area by moving the land-altering equipment to a reasonable distance, and will immediately contact:
 - a) The property owner and project manager;
 - b) The Chelan County Sheriff's Department (509-667-6851);
 - c) and the Chelan County Coroner, Wayne Harris (509-667-6431) to determine if the remains are forensic in nature;
 - d) If the remains are not forensic in nature the Department of Archaeology and Historic Preservation (DAHP) (Guy Tasa 360-586-3534, cell: 360-790-1633); will take the lead on determining the appropriate method of treatment for the remains and will consult with the affected tribes.

NOTE: If you discover bones but are unsure if they are human, contact Guy Tasa at the DAHP.

Cultural material that may be protected by law could include but not be limited to:

1. Buried layers of black soil with layers of shell, charcoal, and fish and mammal bones (Figure 1).
2. Buried cobbles that may indicate a hearth feature;
3. Non-natural sediment or stone deposits that may be related to activity areas of people;
4. Stone, bone, shell, horn, or antler tools that may include projectile points (arrowheads),
5. scrapers, cutting tools, wood working wedges or axes, and grinding stones (Figures 2 and 3);
6. Ground or pecked tools (Figure 4);
7. Perennially damp areas may have preservation conditions that allow for remnants of wood and other plant fibers; in these locations there may be remains including fragments of basketry, weaving, wood tools, or carved pieces;
8. Concentrations of historical period (> 50 years old) artifacts (Figures 5-7); and
9. Human remains.

Figure 1: Shell Middens. These middens can are often found on the shoreline and can extend into the intertidal zone in areas that have undergone sea level rise during the precontact period.



Figure 2: Examples of stone and bone tools.



Figure 3: Examples of archaeological stone flakes.



Figure 4: Examples of ground and pecked stone artifacts.



Figure 5. Historical period sites (more than 50 years in age) are also protect by archaeology laws. These can include concentrations of broken ceramics, bottles, bricks, and metal objects.

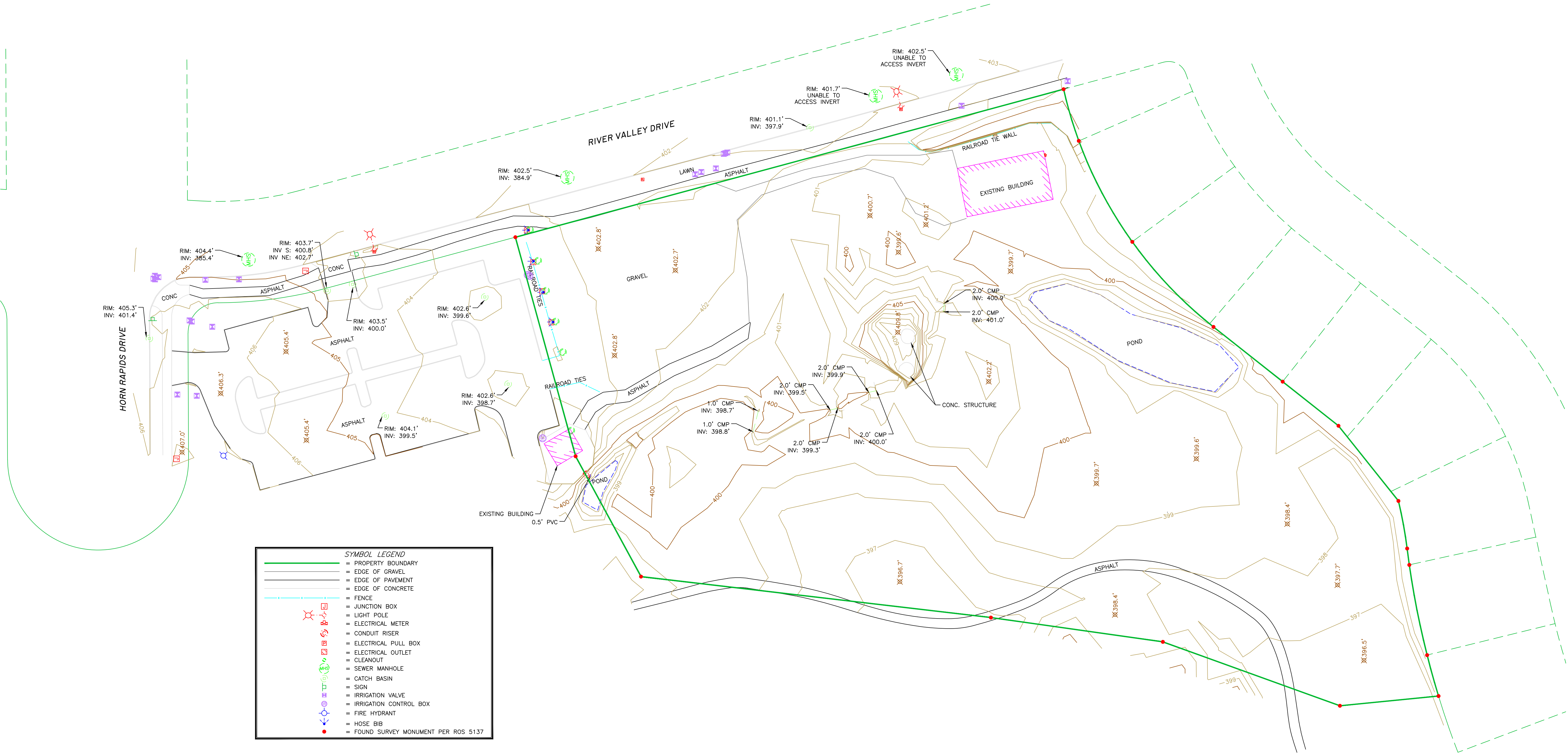


Figure 6. Example of an Excavation Pit Containing Shell Midden and Historic Debris



Figure 7. Example of a Buried Brick Foundation

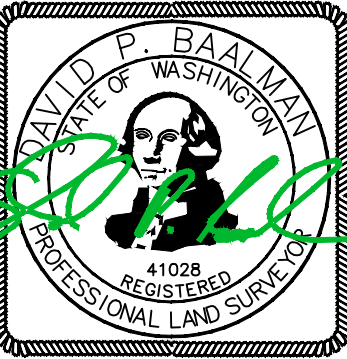




SYMBOL LEGEND	
	= PROPERTY BOUNDARY
	= EDGE OF GRAVEL
	= EDGE OF PAVEMENT
	= EDGE OF CONCRETE
	= FENCE
	= JUNCTION BOX
	= LIGHT POLE
	= ELECTRICAL METER
	= CONDUIT RISER
	= ELECTRICAL PULL BOX
	= ELECTRICAL OUTLET
	= CLEANOUT
	= SEWER MANHOLE
	= CATCH BASIN
	= SIGN
	= IRRIGATION VALVE
	= IRRIGATION CONTROL BOX
	= FIRE HYDRANT
	= HOSE BIB
	= FOUND SURVEY MONUMENT PER ROS 5137

SURVEYOR'S NOTES:

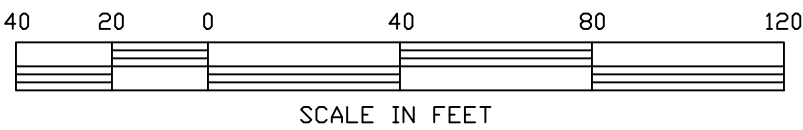
- HORIZONTAL DATUM IS US STATE PLANE, NAD 83/2011, WASHINGTON SOUTH ZONE, BASED ON GNSS OBSERVATIONS PROCESSED BY NGS OPUS & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
- VERTICAL DATUM IS NAVD 88, BASED ON GNSS OBSERVATIONS PROCESSED BY NGS OPUS & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
- TOPOGRAPHIC SURVEY PERFORMED MAY, 2019 USING A PAIR OF TRIMBLE R8 GNSS RECEIVERS CONFIGURED FOR REAL TIME KINEMATIC SURVEYING.
- CONTOUR INTERVAL IS 1'.
- UTILITIES SHOWN HEREON ARE PER OBSERVED FIELD EVIDENCE. NO UNDERGROUND UTILITY LOCATES WERE REQUESTED FOR THIS SURVEY.
- BOUNDARY INFORMATION SHOWN HEREON IS BASED ON FOUND EVIDENCE & RECORD DATA FROM RECORD SURVEY VOLUME 1 PAGE 5137, RECORDS OF BENTON COUNTY, WASHINGTON.



SURVEYOR'S CERTIFICATION

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REG# 41028) HEREBY CERTIFY THAT THIS TOPOGRAPHIC SURVEY WAS CONDUCTED UNDER MY DIRECT SUPERVISION, AND THE CONTOURS AND PLANIMETRIC FEATURES SHOWN HEREON ARE ACCURATELY DEPICTED.

5-10-19



RSI ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT		GALE REW CONSTRUCTION		JOB
PROJECT		TOPOGRAPHIC SURVEY		00819
		HORN RAPIDS GOLF COURSE		
DRN. BY	DPB	SCALE	1"= 40'	F. B. NO. 855
APPROVED	DPB	DATE	5-9-19	ACAD VER -2019
		FILE: 00819-TOPO		SHEET 1
				OF 1

TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY WASHINGTON.

SURVEYOR'S NOTES:

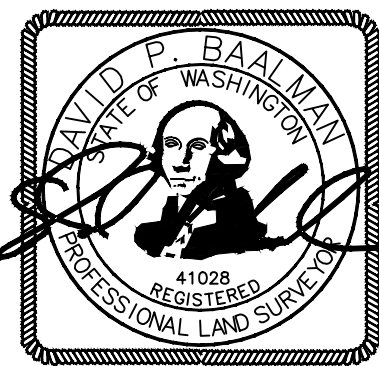
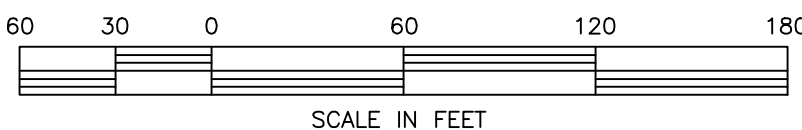
1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, SOUTH ZONE, NAD83(11), BASED ON GPS OBSERVATIONS. DISTANCES ARE "GROUND" SCALED FROM GRID USING A COMBINED FACTOR OF 0.99990897 (1.000091038).
2. VERTICAL DATUM IS NAVD88, BASED ON UPON GPS STATIC OBSERVATION PROCESSED USING NATIONAL GEODETIC SURVEY ONLINE POSITIONAL USER SERVICE (OPUS) & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
3. CONTOURS ARE DERIVED FROM DIRECT FIELD OBSERVATIONS, CONTOUR INTERVAL IS 1.0 FEET.
4. ● =DENOTES FOUND 1 1/2" BRASS CAP IN MONUMENT CASE.
5. ✕ =INDICATES SPOT ELEVATION.
6. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH A TRIMBLE R8-4 GPS SYSTEM UTILIZING REAL TIME KINEMATIC METHODS. STATE PLANE COORDINATES WERE ESTABLISHED FROM STATIC OBSERVATIONS. GPS OBSERVATIONS WERE PROCESSED USING OPUS. TOPOGRAPHICAL POINTS WERE CREATED USING A LEICA M560 TOTAL STATION.
7. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM UNDERGROUND UTILITY LOCATE MARKS PROVIDED BY OTHERS AND ASSUMPTIONS BETWEEN ABOVE GROUND STRUCTURES.
8. THIS IS NOT A BOUNDARY SURVEY. NO ATTEMPT WAS MADE TO DETERMINE LOCATION OF PROPERTY BOUNDARIES, STREET RIGHTS OF WAY, OR EXISTING EASEMENTS.



- MHS = SANITARY SEWER MANHOLE
- = GAS METER
- = CATCH BASIN
- ⊙ = FIRE HYDRANT
- ⊞ = SIGN
- ⊞ = WATER VALVE

LEGEND

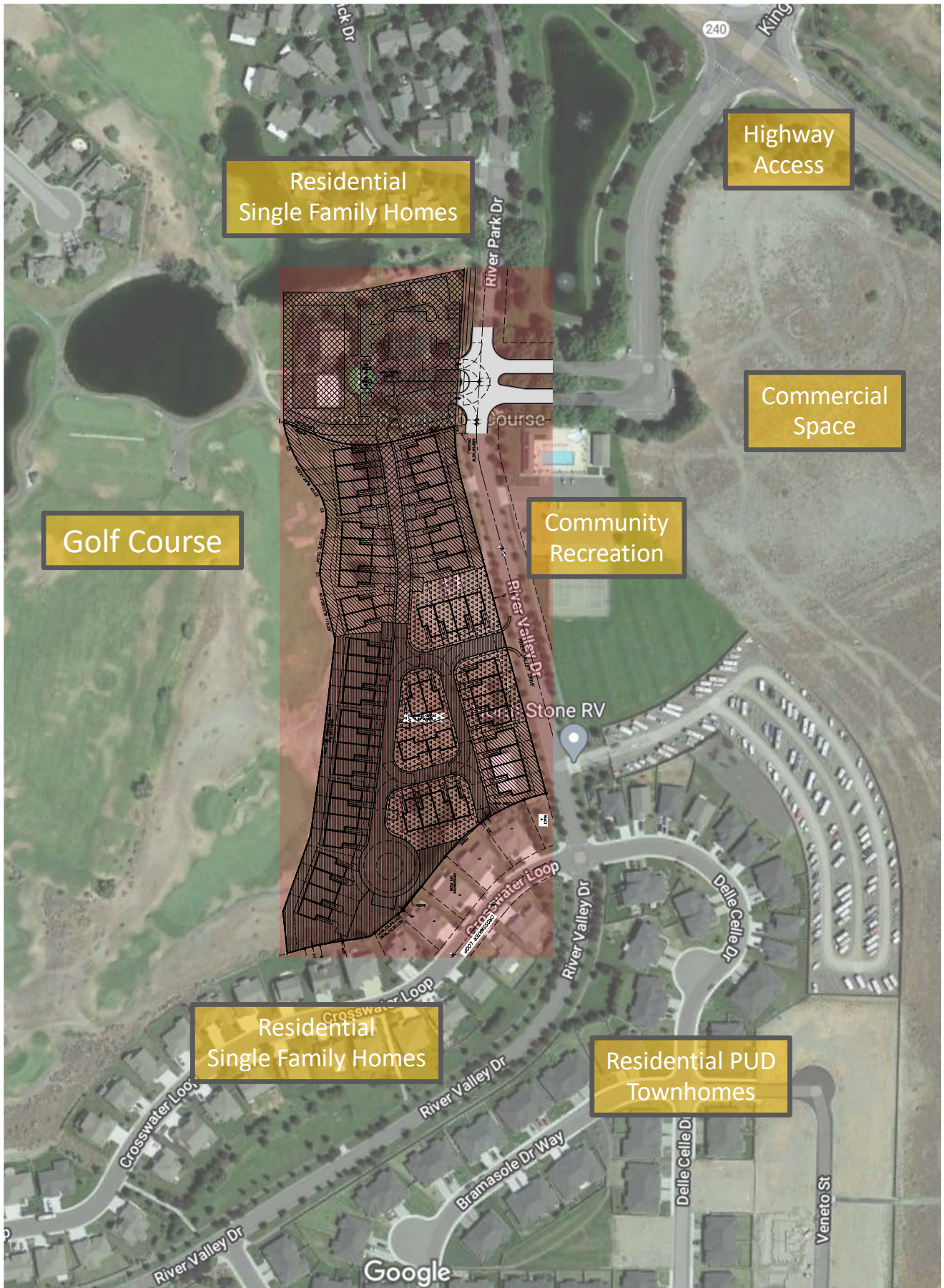
- = EDGE OF CONCRETE
- = EDGE OF PAVEMENT
- = FENCE
- = MINOR CONTOUR
- = MAJOR CONTOUR
- = UG WATER
- = LANDSCAPE



DATE: 10-7-2020

RSI ROGERS
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PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT		GALE REW CONSTRUCTION		JOB 23720	
PROJECT		TOPOGRAPHIC SURVEY		PTN SEC 28, T.10N., R28E., W.M.	
DRN. BY	EWV	SCALE 1"= 20'	F. B. NO. BK 861	SHEET 1	
APPROVED	DPB	DATE 10/7/2020	ACAD VER - C3D19	OF 1	
		FILE: 23720.DWG			



Residential
Single Family Homes

Highway
Access

Commercial
Space

Community
Recreation

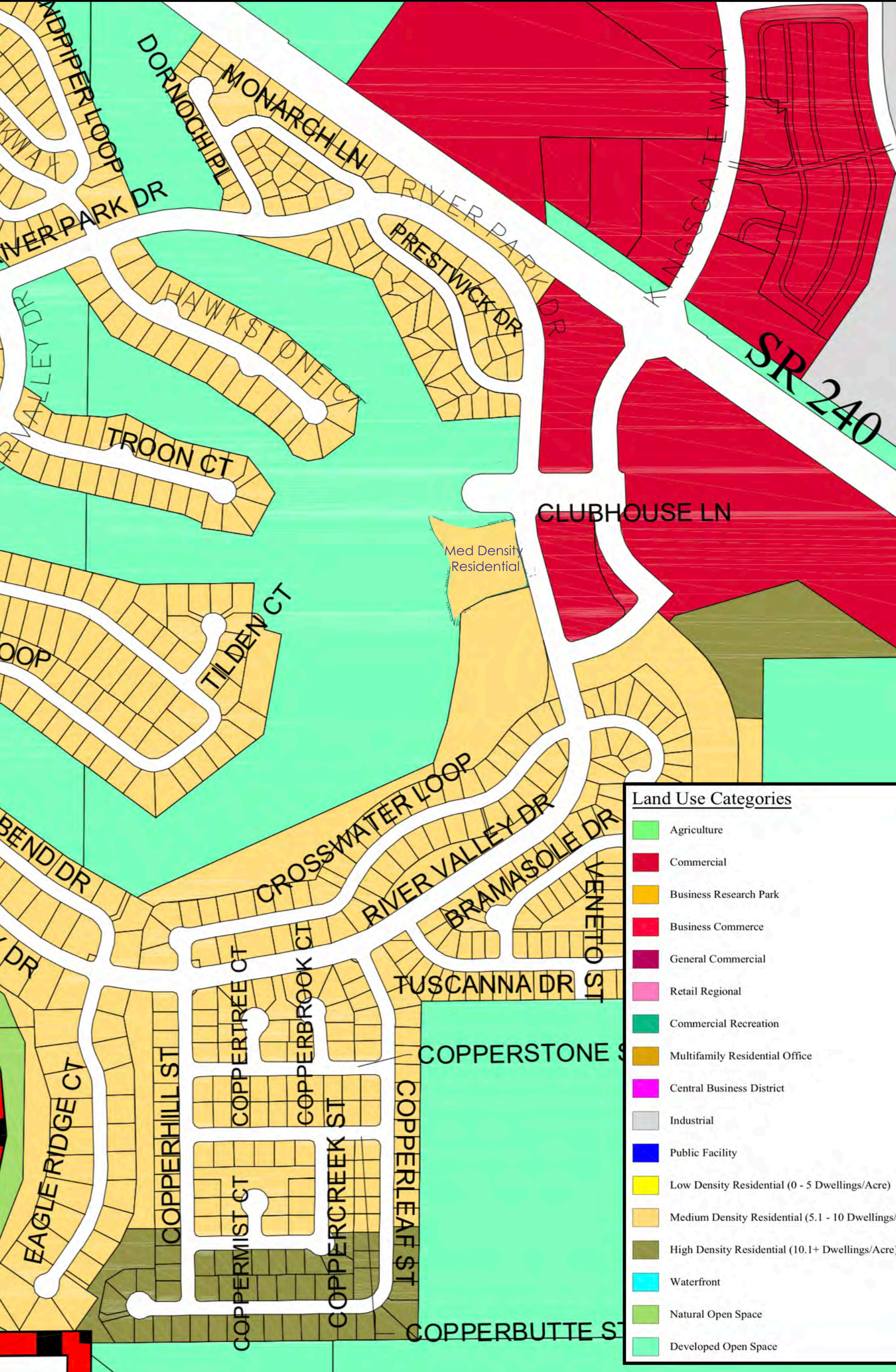
Golf Course

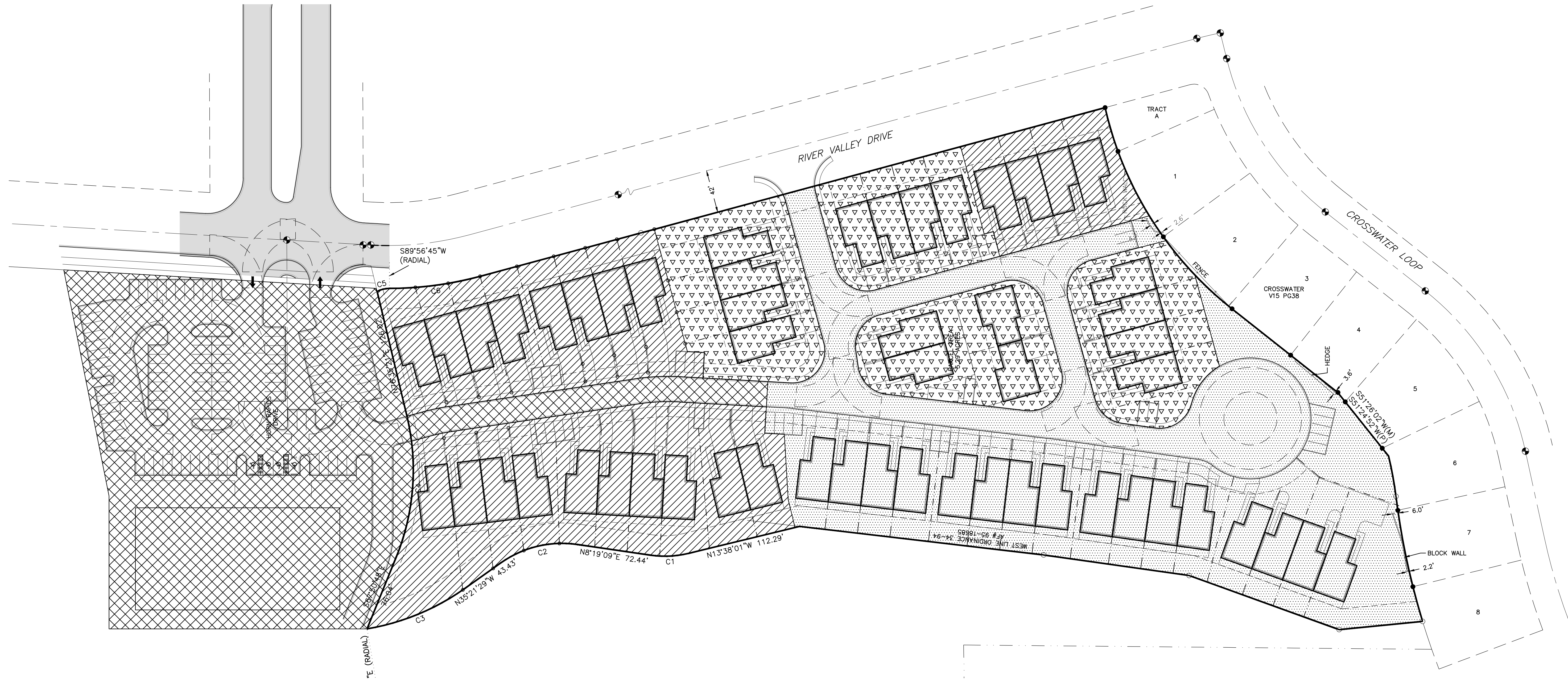
Residential
Single Family Homes

Residential PUD
Townhomes

Google

Land Use Designations Request





0 25' 50' 100'

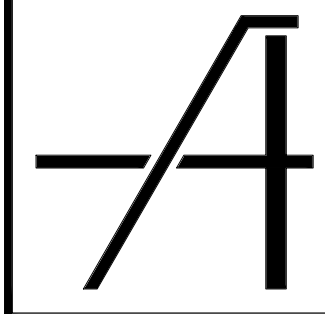
PHASING SITE PLAN

1" = 50'-0"



LEGEND

- PHASE 1 TOWN HOMES
- PHASE 2 TOWN HOMES
- PHASE 3 GOLF COURSE CLUB HOUSE
- PHASE 4 TOWN HOMES



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354
p: 509 . 946 . 4189
f: 509 . 943 . 1796
www.archibald.design

PRE-APPLICATION
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PHASING SITE PLAN

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020-Aug-14
REVISION:

DRAWING:
A0.4

Pro Shop and Event Center will be removed and rebuilt.

Current U-road and trees will be removed and add a new parking lot with landscaping in this location. Will work with City to remove the u-road.

Horn Rapids Golf Course

Cart Barn and surrounding trees will be removed

Bathrooms and surrounding trees will be removed

Shrubs and trees in this area will be removed

Cart Barn and surrounding trees will be Removed

Man made pond and tree will be removed

River Park Dr

Clubhouse Ln

River Valley Dr

River Valley Dr

River Valley Dr

North

Crosswater

swater Loop

CALLOUTS

1 PUD TOWNHOMES PROPERTY LINE.

LEGEND

- TOWNHOMES PUD LANDSCAPE: ORNAMENTAL LANDSCAPE PLANTERS AND TURF GRASS SOD. ONLY STREET TREES SHOWN ON PLAN.
- PUD SCREENING: LANDSCAPE AND TREES PROVIDING ADEQUATE SCREENING FROM EXISTING PROPERTIES.
- PUD/GOLF COURSE TRANSITION. ORNAMENTAL LANDSCAPE AND TURF GRASS SOD WITH TREES FOR VIEWS AND SCREENING.
- 6' TALL SOLID SCREEN FENCE.

PLANT LEGEND

TREES	BOTANICAL / COMMON NAME	SIZE
AR	Acer rubrum 'Bowhall' / Bowhall Maple	2" Cal.
AF	Acer x freemanii 'Jeffersred' / Autumn Blaze Maple	2" Cal.
GB	Ginkgo biloba 'Princeton Sentry' / Princeton Sentry Ginkgo	2" Cal.
PF	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	7-8" Tall
PS	Pinus sylvestris / Scotch Pine	7-8" Tall
QC	Quercus robur 'Crimschmidt' / Crimson Spire Oak	2" Cal.
TT	Tilia tomentosa 'Sterling' / Sterling Silver Linden	2" Cal.

PLANT CALLOUTS

- XX

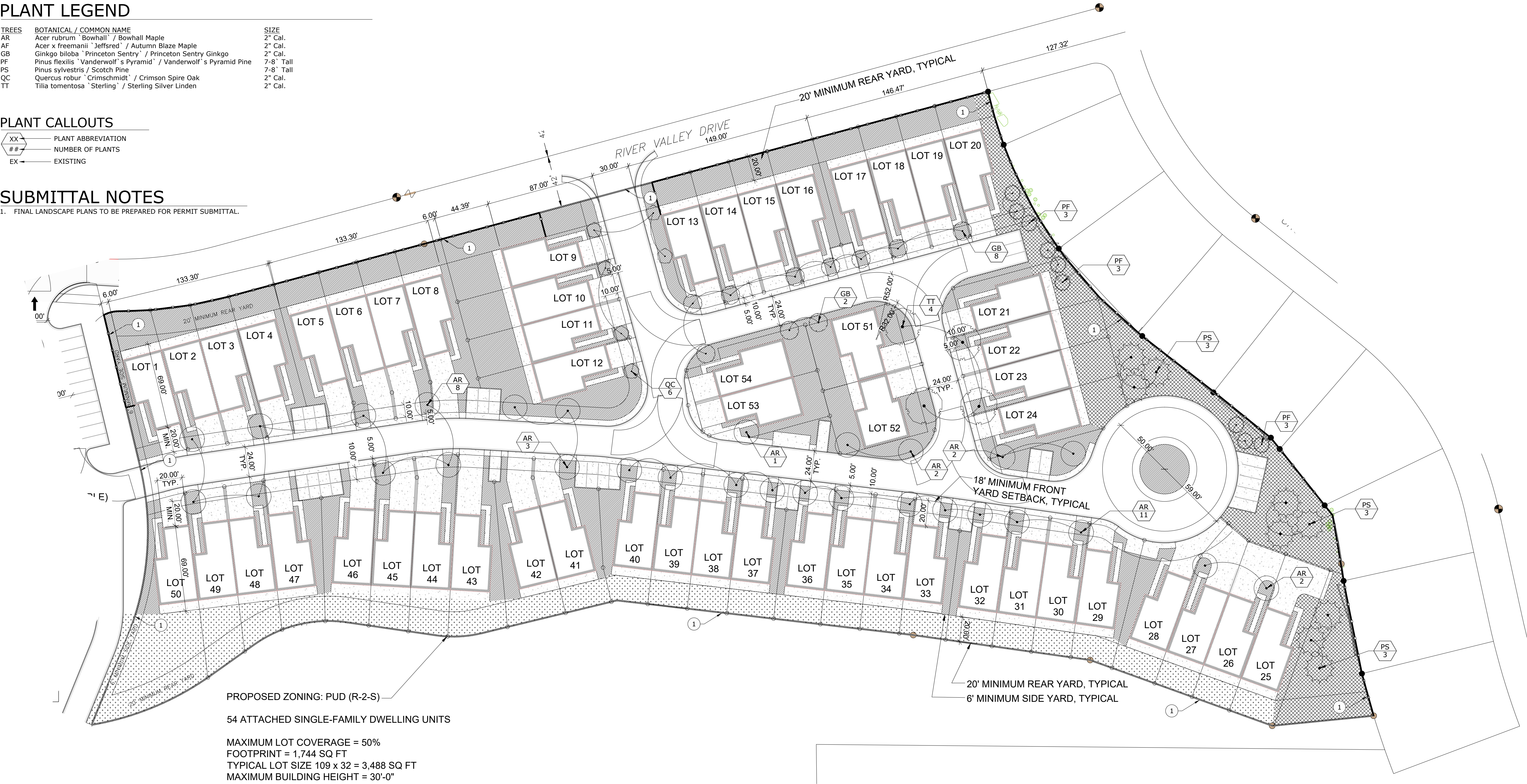
PLANT ABBREVIATION
- ##

NUMBER OF PLANTS
- EX

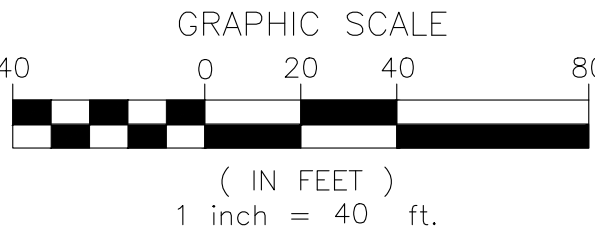
EXISTING

SUBMITTAL NOTES

1. FINAL LANDSCAPE PLANS TO BE PREPARED FOR PERMIT SUBMITTAL.



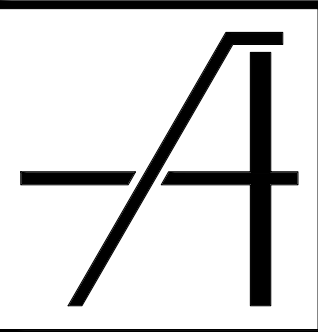
A PUD LANDSCAPE PLAN



MICHAEL TERRELL - LANDSCAPE ARCHITECTURE, PLLC
1421 N. MEADOWWOOD LANE, SUITE 150
LIBERTY LAKE, WA 99019
PHONE (509) 922-7449

PRELIMINARY - NOT FOR CONSTRUCTION

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG



ARCHIBALD & CO.
ARCHITECTS, P.S.

660 Symons Street
Richland WA 99354

p: 509 . 946 . 4189
f: 509 . 943 . 1796

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P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PUD LANDSCAPE PLAN
TOWNHOMES

CAD FILE:
21-1-18 Horn Rapids
PUD Landscape.dwg
DESIGNED: JCS

DRAWN: JCS

CHECKED: MDT

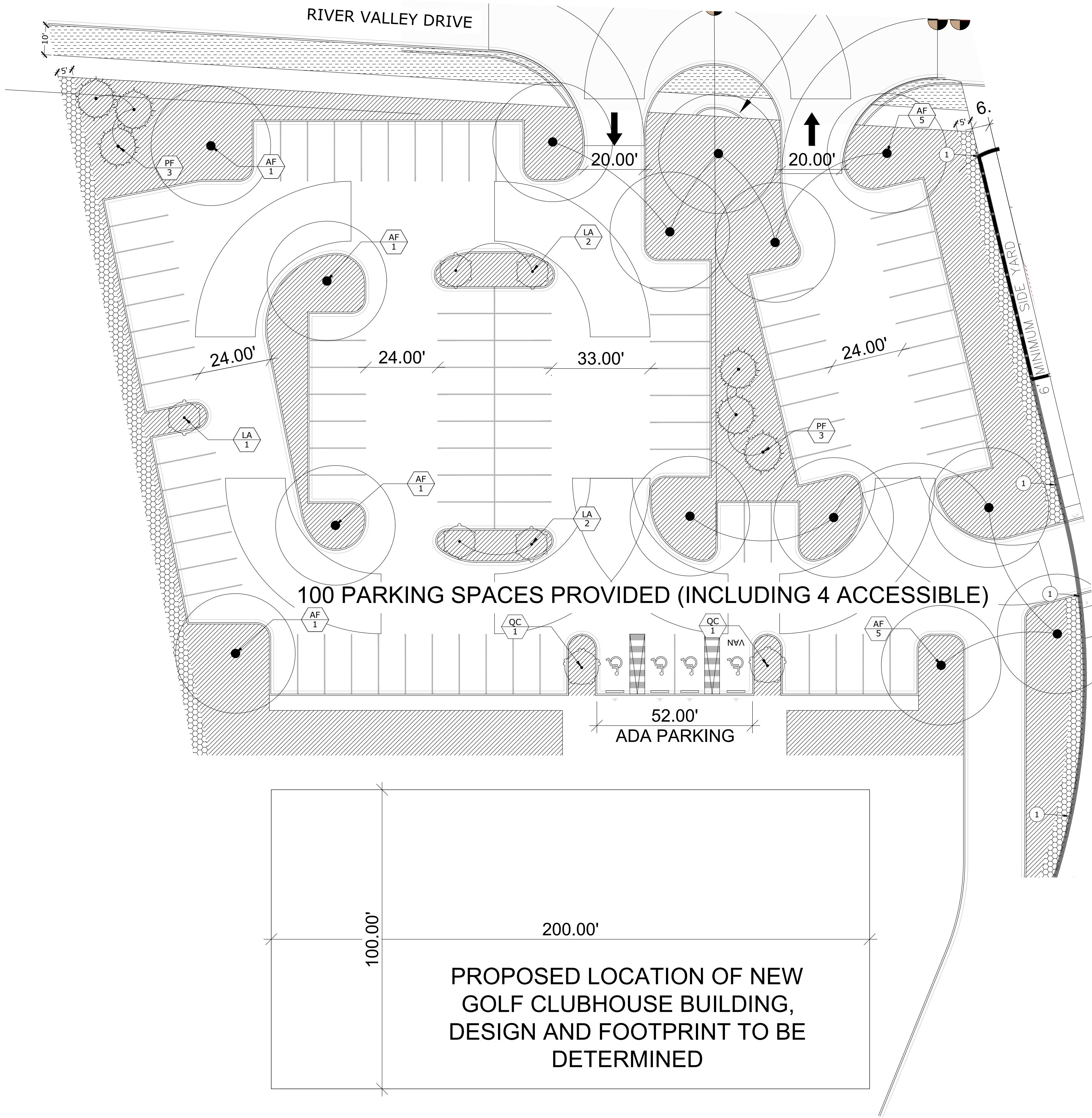
DATE: 2021.Jan.18

REVISION:

DRAWING:
L1.0

O:\Projects\21-003 Horn Rapids Golf Course PUD\DWG\21-1-18 Horn Rapids PUD Landscape.dwg Layout: PUD Golf Course Parking Lot Date: 2021-Jan-18, 1:35 PM Printed by: MTLA5610

A LANDSCAPE PLAN



CALLOUTS

1 PUD TOWNHOMES PROPERTY LINE.

LEGEND

- GOLF COURSE CLUBHOUSE PARKING LOT LANDSCAPE: ORNAMENTAL LANDSCAPE PLANTERS AND TURF GRASS SOD. TREE AND SHRUB LOCATION, QUANTITY AND TYPE TO MEET RICHLAND MUNICIPAL CODE CHAPTER 23.54, OFF-STREET PARKING AND LANDSCAPING REQUIREMENTS.
- 5' WIDE PERIMETER COVERAGE ADJACENT TO ABUTTING PROPERTIES TO MEET RICHLAND MUNICIPAL CODE CHAPTER 23.54, OFF-STREET PARKING AND LANDSCAPING REQUIREMENTS.
- 10' WIDE PERIMETER COVERAGE ADJACENT TO PUBLIC RIGHT-OF-WAY TO MEET RICHLAND MUNICIPAL CODE CHAPTER 23.54, OFF-STREET PARKING AND LANDSCAPING REQUIREMENTS.
- 6' TALL SOLID SCREEN FENCE (PUD TOWNHOMES).

PLANT LEGEND

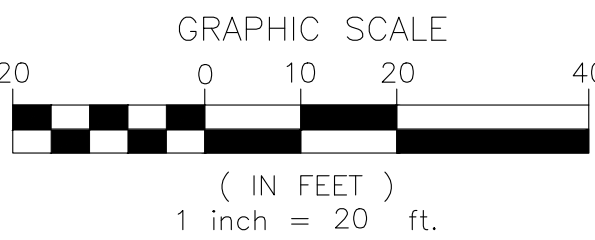
TREES	BOTANICAL / COMMON NAME	SIZE
AF	Acer x freemanii 'Jeffersred' / Autumn Blaze Maple	2" Cal.
LA	Liriodendron tulipifera 'Arnold' / Arnold Tulip Poplar	2" Cal.
PF	Pinus flexilis 'Vanderwolf's Pyramid' / Vanderwolf's Pyramid Pine	7-8" Tall
QC	Quercus robur 'Crimschmidt' / Crimson Spire Oak	2" Cal.

PLANT CALLOUTS

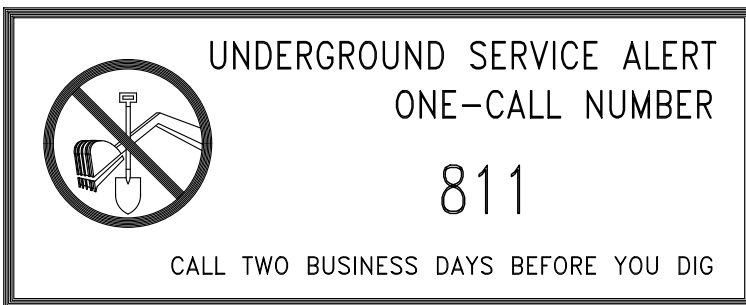
- XX PLANT ABBREVIATION
- ## NUMBER OF PLANTS
- EX EXISTING

SUBMITTAL NOTES

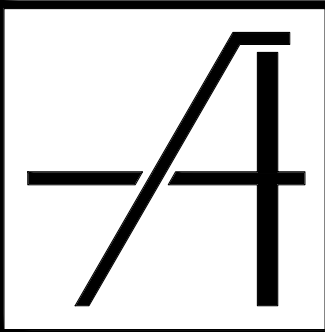
1. FINAL LANDSCAPE PLANS TO BE PREPARED FOR PERMIT SUBMITTAL.



MICHAEL TERRELL - LANDSCAPE ARCHITECTURE, PLLC
1421 N. MEADOWWOOD LANE, SUITE 150
LIBERTY LAKE, WA 99019
PHONE (509) 922-7449



PRELIMINARY - NOT FOR CONSTRUCTION



ARCHIBALD & CO.
ARCHITECTS, P.S.

660 Symons Street
Richland WA 99354

p: 509 . 946 . 4189
f: 509 . 943 . 1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PUD LANDSCAPE PLAN
CLUBHOUSE PARKING

CAD FILE:
21-1-18 Horn Rapids
PUD Landscape.dwg
DESIGNED: JCS

DRAWN: JCS

CHECKED: MDT

DATE: 2021.Jan.18

REVISION:

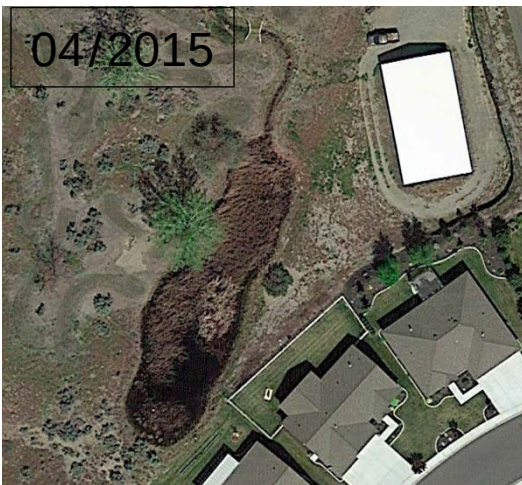
DRAWING:
L2.0

40-18

Pond 1

As you can see the pond was well cared for at the beginning when the area was put put golf. The put put golf closed some time between 2006 and 2012.

The pond started to decrease in size as it was not cared for and not filled regularly. By 2016 the pond was almost gone, but homeowners started filling the pond with their hoses. This is the pond that will be removed.



LOT SIZE TABLE								
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,634	2,890	19	3,480	1,736	37	4,133	2,389
2	3,692	1,948	20	5,222	3,478	38	3,481	1,737
3	3,715	1,971	21	4,301	2,557	39	3,481	1,737
4	4,176	2,432	22	3,874	1,330	40	4,380	2,636
5	4,324	2,580	23	3,874	1,330	41	4,882	3,138
6	4,084	2,340	24	4,414	2,670	42	4,973	3,229
7	4,185	2,441	25	5,088	3,344	43	5,357	3,613
8	5,045	3,301	26	4,281	2,537	44	4,621	2,877
9	6,565	4,821	27	4,244	2,500	45	4,308	2,564
10	4,037	2,293	28	5,026	3,282	46	4,679	2,935
11	4,037	2,293	29	4,345	2,601	47	4,449	2,705
12	5,768	4,024	30	3,480	1,736	48	4,041	2,297
13	4,415	2,671	31	3,480	1,736	49	4,538	2,794
14	3,480 *	1,736	32	3,972	2,228	50	8,814 **	7,070
15	3,480 *	1,736	33	3,977	2,233	51	4,678	2,934
16	4,133	2,389	34	3,481	1,737	52	5,171	3,427
17	4,133	2,389	35	3,481	1,737	53	3,631	1,887
18	3,480 *	1,736	36	4,133	2,389	54	4,087	2,343

NOTES: * DENOTES SMALLEST LOT SIZE **DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,356 SQ FT

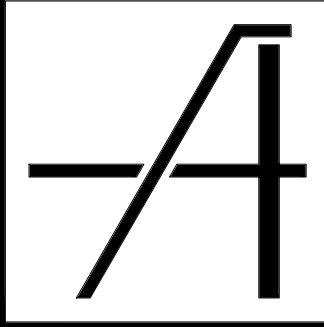
- SITE ACREAGE & DENSITY**
- TOTAL RESIDENTIAL SITE ACREAGE: 316,871 SQ FT (7.27 ACRES)
 - TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
 - PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE, ALSO SEE KEY NOTE 10.
 - DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65,830 SQ FT (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE.

- KEYED NOTES**
- 24'-0" WIDE PRIVATE DRIVE
 - 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
 - RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
 - NEW 10'-0" WIDE ELECTRICAL EASEMENT
 - EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
 - 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
 - NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
 - 24'-0" MINIMUM TWO-WAY DRIVEWAY
 - GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
 - NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
 - 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
 - HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-52 AND INTERNATIONAL BUILDING CODE
- LANDSCAPED AREA



OVERALL ARCHITECTURAL SITE PLAN

1" = 50'-0"



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P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

OVERALL ARCHITECTURAL
SITE PLAN

CAD FILE:
4018A0001_SP.dwg

DESIGNED: JMA/KAS

DRAWN: KAS

CHECKED:

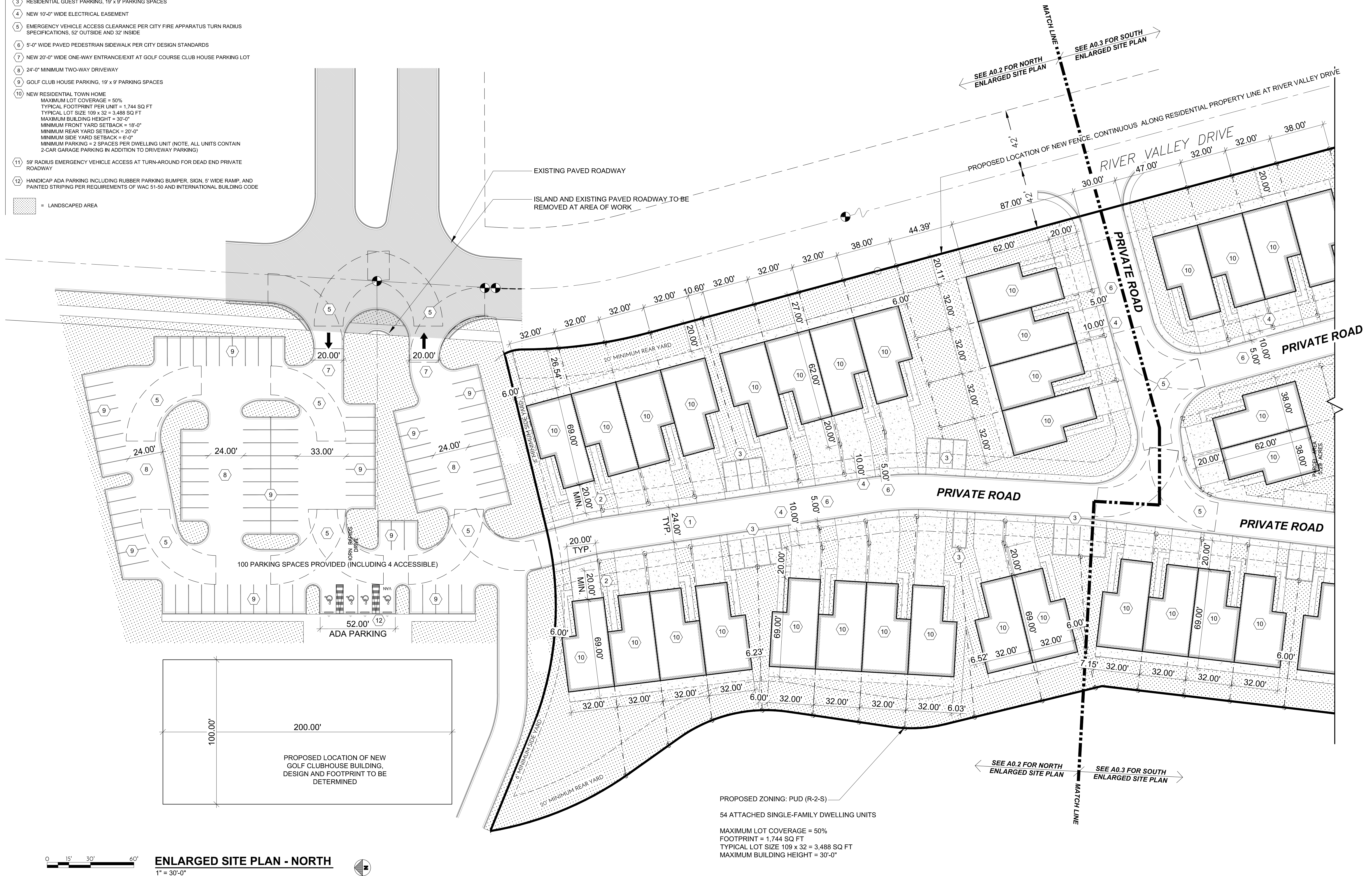
DATE: 2020.Dec.18

REVISION:

DRAWING:
A0.1

- 1 24'-0" WIDE PRIVATE DRIVE
- 2 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- 3 RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- 4 NEW 10'-0" WIDE ELECTRICAL EASEMENT
- 5 EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 6 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- 7 NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 8 24'-0" MINIMUM TWO-WAY DRIVEWAY
- 9 GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- 10 NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MINIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 11 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- 12 HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

 = LANDSCAPED AREA



ENLARGED SITE PLAN - NORTH
1" = 30'-0"



PROPOSED ZONING: PUD (R-2-S)

54 ATTACHED SINGLE-FAMILY DWELLING UNITS

MAXIMUM LOT COVERAGE = 50%
FOOTPRINT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"

A

**P-U-D
SUBMITTAL
REVIEW**

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

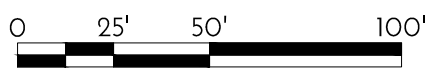
ENLARGED SITE PLAN -
NORTH

AD FILE:	018A0001_SP.dwg
ESIGNED:	JMA/KAS
RAWN:	KAS
CHECKED:	
DATE:	2020.Dec.17
REVISION:	

RAWING:	
A0.2	88

11

P:\0218 Project\40-18\MOBA0001_SP.dwg Layout: A0.4 Printed by: Kymal Shukley Date: 2020-Dec-17 1:09 PM



PHASING SITE PLAN
1" = 50'-0"

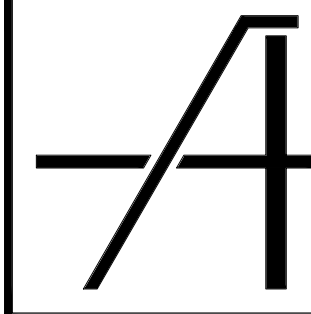


Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	36.97	96.50	21°57'10"
C2	78.90	103.50	43°40'38"
C3	104.28	231.61	25°47'51"
C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

Curve Table						
CURVE	LENGTH(M)	RADIUS	DELTA	CH. BRNG.	CHORD	LENGTH(P)
C1	28.80	722.00	2°17'09"	S71°52'50"W	28.80	
C2	35.22	722.00	2°47'42"	S74°25'16"W	35.22	
C3	76.27	722.00	6°03'10"	S78°50'42"W	76.24	76.28'
C4	13.78	722.00	1°05'38"	S82°25'06"W	13.78	13.78'
C5	40.01	388.00	5°54'30"	N79°37'37"E	39.99	40.02'
C6	97.77	350.00	16°00'16"	S46°21'17"W	97.45	97.82'
C7	95.02	350.00	15°33'18"	S62°05'27"W	94.73	94.78'
C8	44.63	350.00	7°18'24"	S73°36'07"W	44.60	44.77'

LEGEND

- PHASE 1 TOWN HOMES
- PHASE 2 TOWN HOMES
- PHASE 3 GOLF COURSE CLUB HOUSE
- PHASE 4 TOWN HOMES



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P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PHASING SITE PLAN

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.17
REVISION:

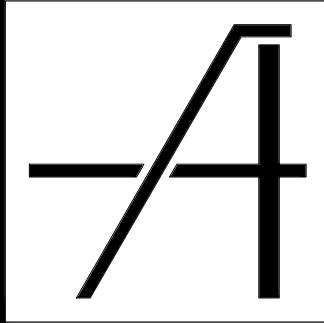
DRAWING:
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40-18

TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY WASHINGTON.

SURVEYOR'S NOTES:

- 1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, SOUTH ZONE, NAD83(11), BASED ON GPS OBSERVATIONS. DISTANCES ARE "GROUND" SCALED FROM GRID USING A COMBINED FACTOR OF 0.99990897 (1.000091038).
- 2. VERTICAL DATUM IS NAVD88, BASED ON UPON GPS STATIC OBSERVATION PROCESSED USING NATIONAL GEODETIC SURVEY ONLINE POSITIONAL USER SERVICE (OPUS) & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
- 3. CONTOURS ARE DERIVED FROM DIRECT FIELD OBSERVATIONS. CONTOUR INTERVAL IS 1.0 FEET.
- 4. ● = DENOTES FOUND 1 1/2" BRASS CAP IN MONUMENT CASE.
- 5. = INDICATES SPOT ELEVATION.
- 6. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH A TRIMBLE R8-4 GPS SYSTEM UTILIZING REAL TIME KINEMATIC METHODS. STATE PLANE COORDINATES WERE ESTABLISHED FROM STATIC OBSERVATIONS. GPS OBSERVATIONS WERE PROCESSED USING OPUS. TOPOGRAPHICAL POINTS WERE CREATED USING A LEICA M560 TOTAL STATION.
- 7. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM UNDERGROUND UTILITY LOCATE MARKS PROVIDED BY OTHERS AND ASSUMPTIONS BETWEEN ABOVE GROUND STRUCTURES.
- 8. THIS IS NOT A BOUNDARY SURVEY. NO ATTEMPT WAS MADE TO DETERMINE LOCATION OF PROPERTY BOUNDARIES, STREET RIGHTS OF WAY, OR EXISTING EASEMENTS.
- 9. THIS SURVEY IS A COMPILATION OF FIELD WORK PERFORMED MAY 2019, SEPTEMBER 2020, AND DECEMBER 2020.



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P-U-D
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REVIEW

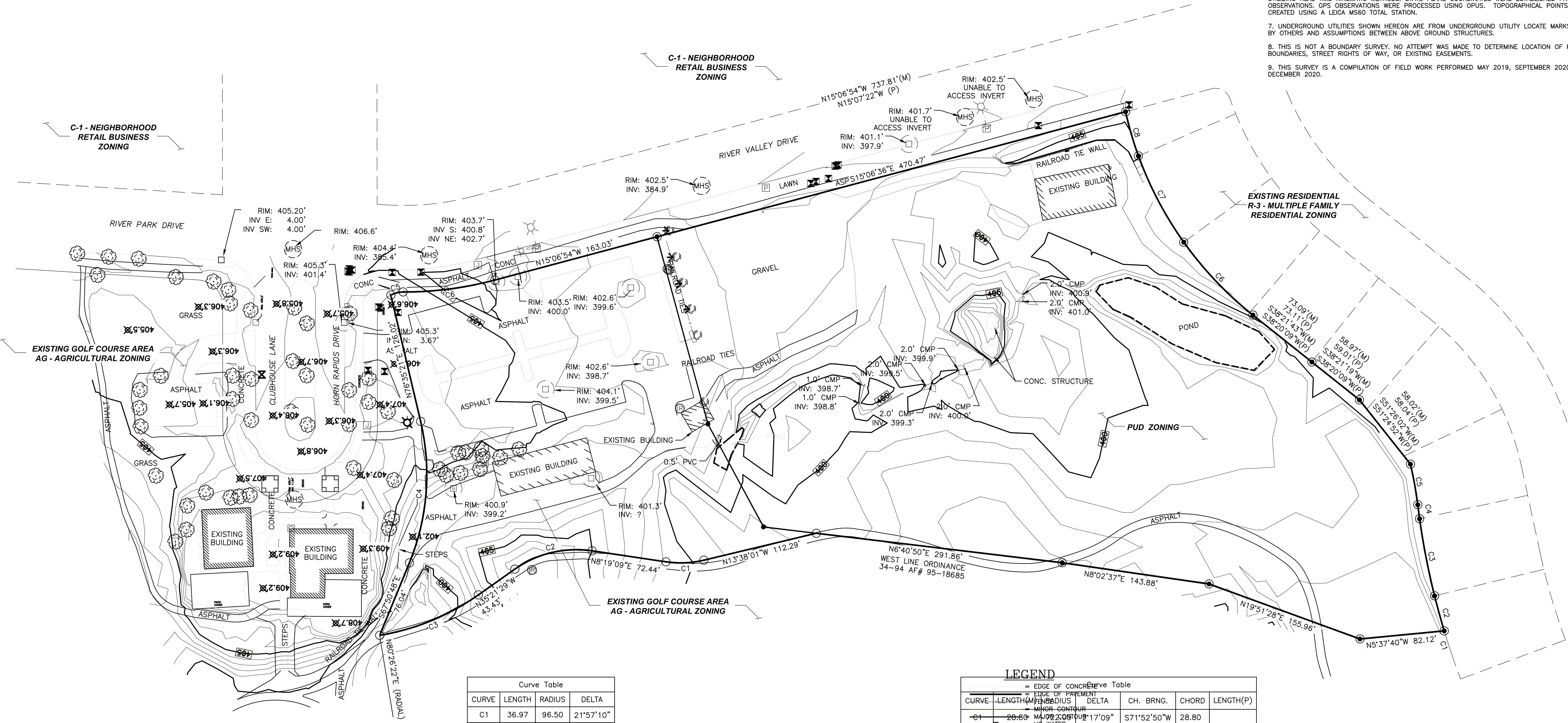
HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

EXISTING SURVEY AND
TOPOGRAPHY

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.17
REVISION:

DRAWING:
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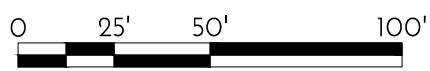
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C2	78.90	103.50	43°40'38"
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C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

LEGEND					
—	EDGE OF CONCRETE				
—	EDGE OF PAVEMENT				
—	MINOR CONTOUR				
—	MAJOR CONTOUR				
—	LAND				
—	SEWER				
—	WATER				
—	WATER VALVE				
—	JACKBOX				
—	IRRIGATION BOX				
—	ELECTRICAL PANEL				
—	PHONE PEDESTAL				
—	SEWER CLEAN OUT				
—	TRANSFORMER				
—	LIGHT POLE				

RSI

ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT	GALE REW CONSTRUCTION	JOB	28620
PROJECT	TOPOGRAPHIC SURVEY		
	PTN SEC 28, T.10N., R28E., W.M.		
DRN. BY	ALM	SCALE	1"= 60'
APPROVED	DPB	DATE	12/7/20
		F. B. NO. BK R61	
		ACAD VER - C3D19	
		FILE: 38620.DWG	
		SHEET 1	
		OF 1	



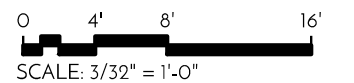
EXISTING SURVEY & TOPOGRAPHY
1" = 50'-0"



Exhibit 1 - Packet 5



FIRST FLOOR PLAN
(1,270 NET SQ FT PER UNIT)



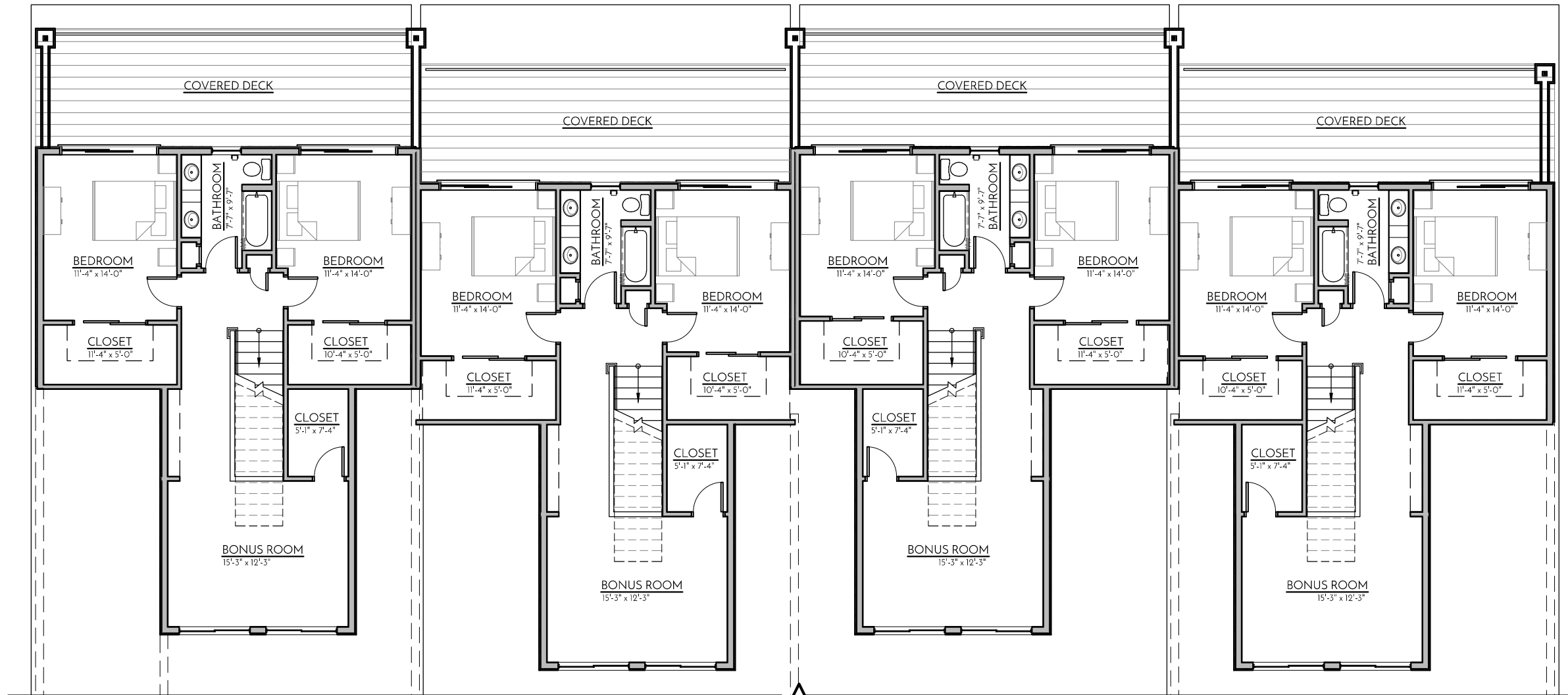
HORN RAPIDS TOWN HOMES - TYPE 'A' - FIRST FLOOR PLAN

HORN RAPIDS | RICHLAND, WA

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ARCHITECTS, P.S.



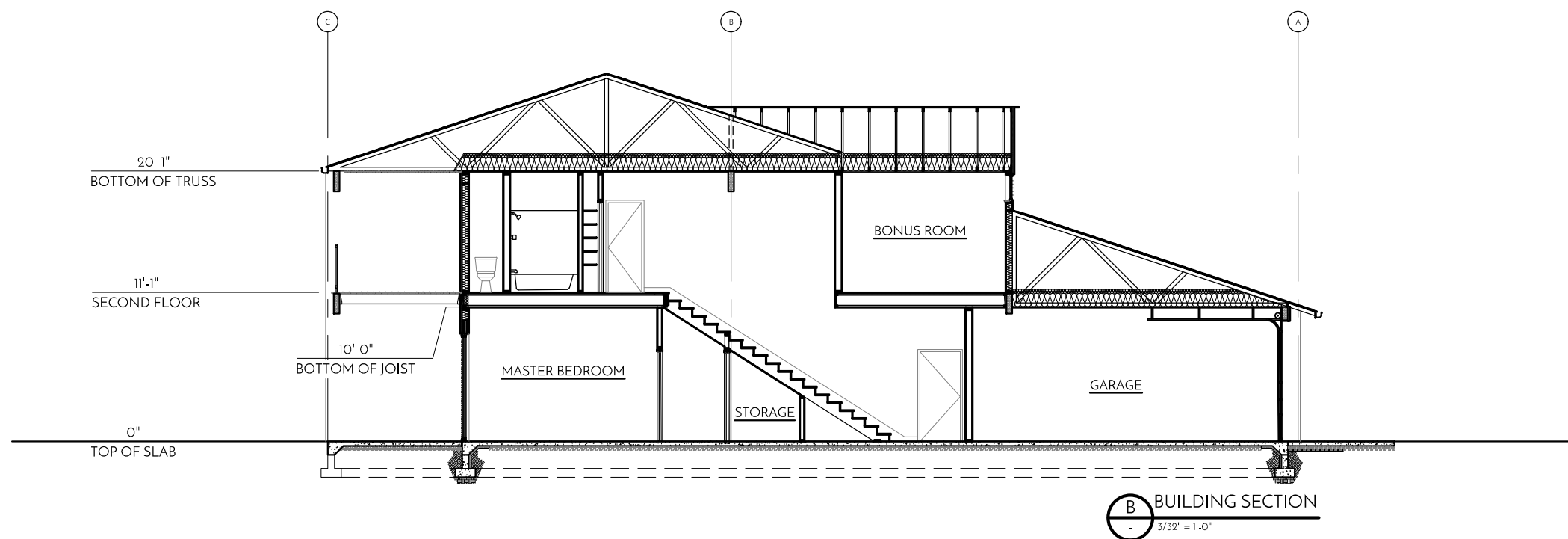
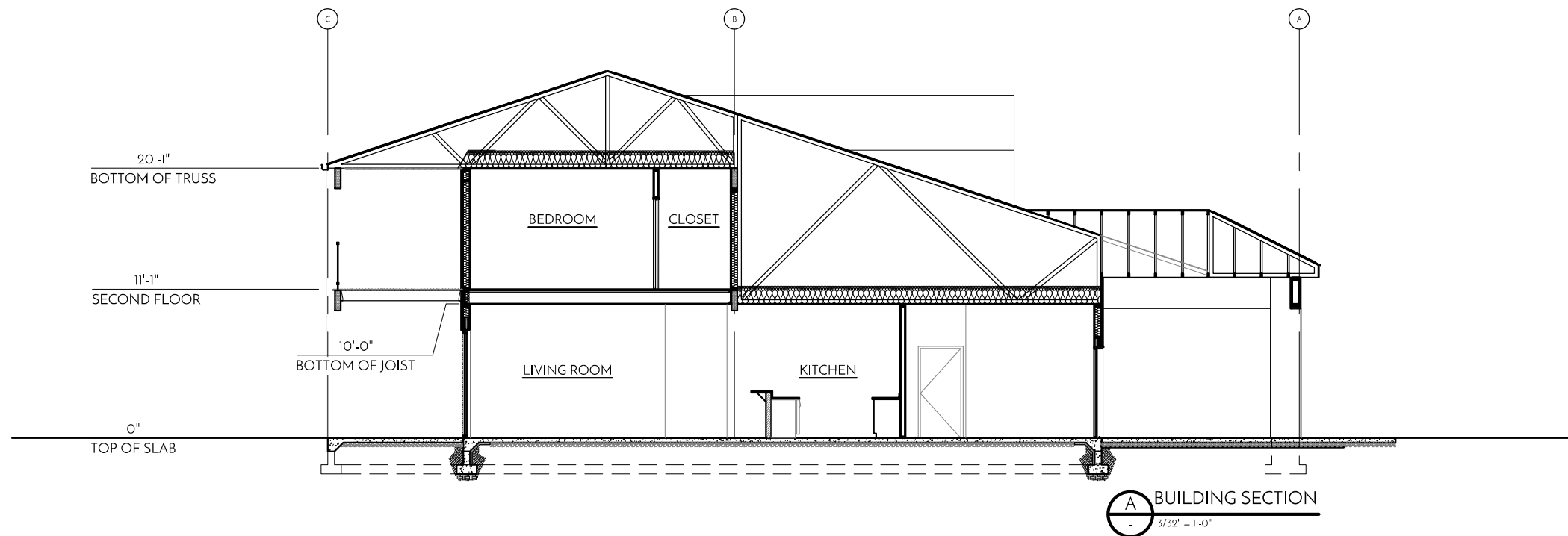
2019 Jul 08 40-18



SECOND FLOOR PLAN
 (910 NET SQ. FT. PER UNIT)

0 4' 8' 16'

SCALE: 3/32" = 1'-0"



HORN RAPIDS TOWN HOMES - TYPE 'A' - BUILDING SECTIONS

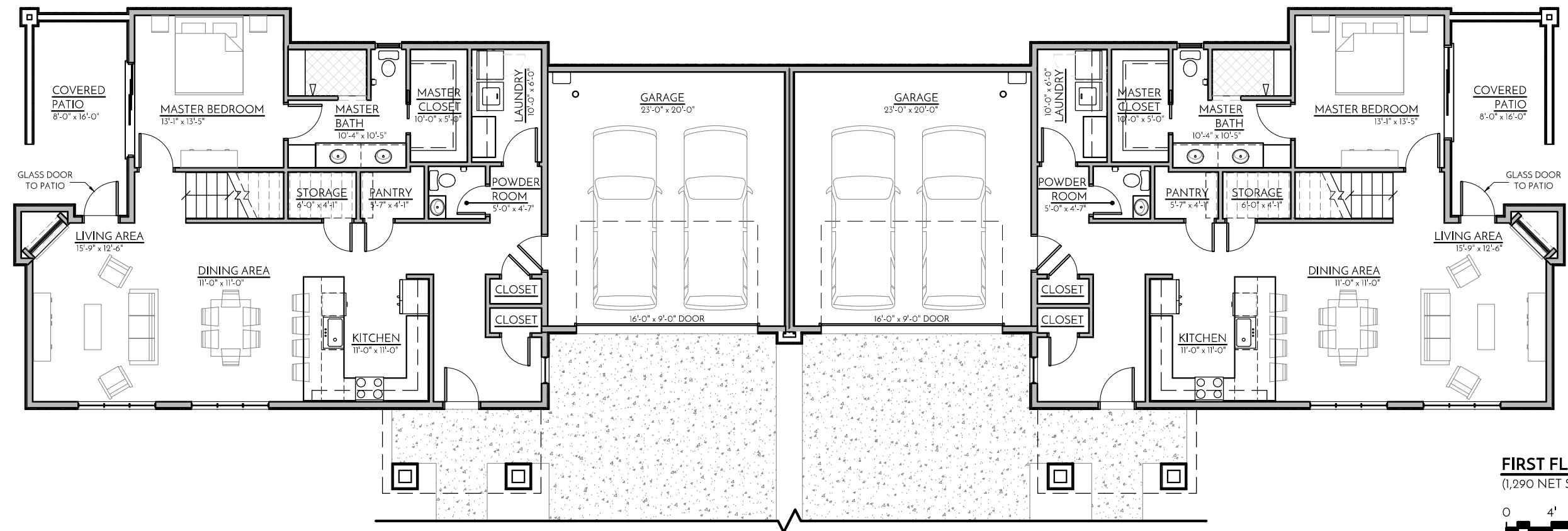
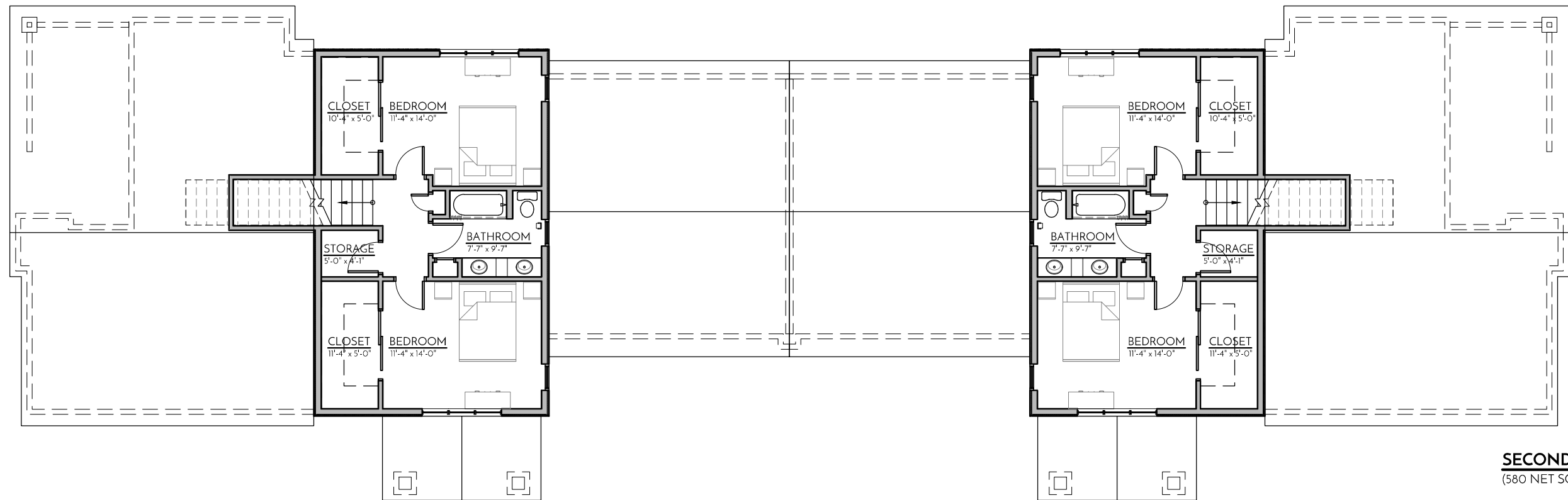
HORN RAPIDS | RICHLAND, WA

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2019 Jul 08 40-18

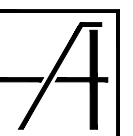




HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 1

HORN RAPIDS | RICHLAND, WA

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2019 Jul 08 40-18



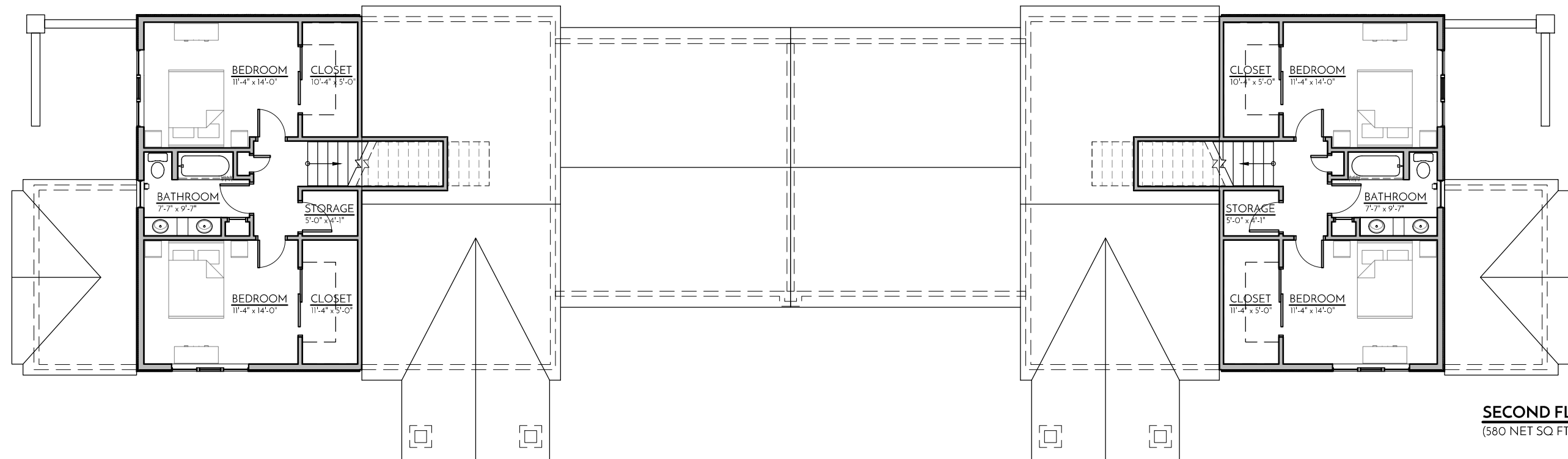
HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 1

HORN RAPIDS | RICHLAND, WA

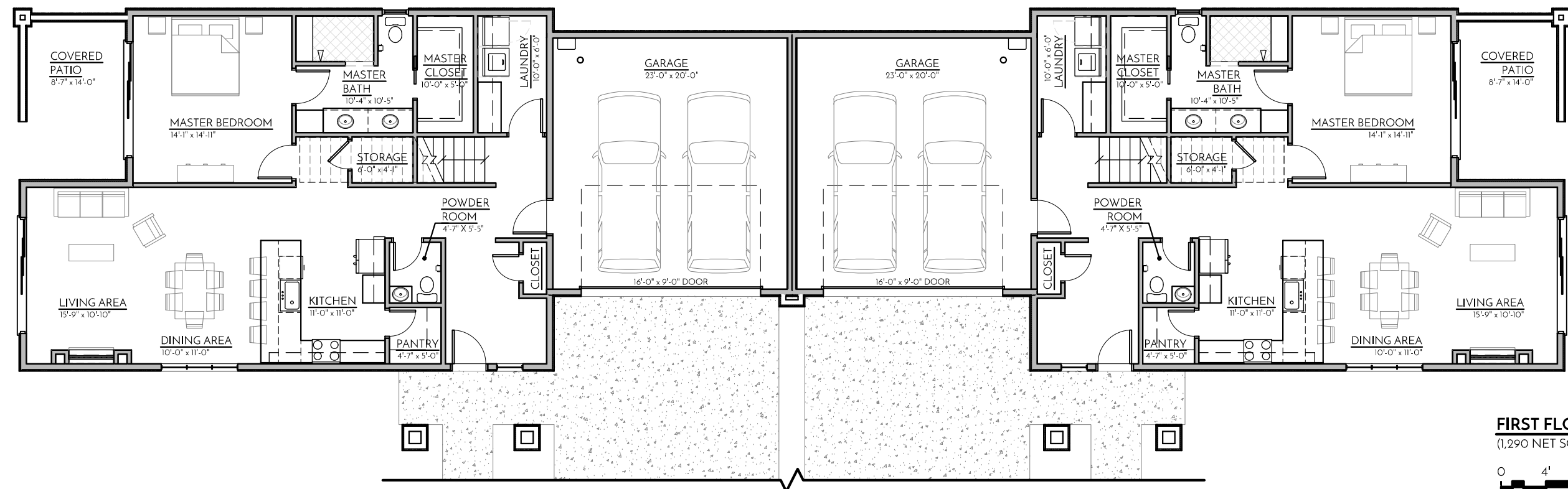
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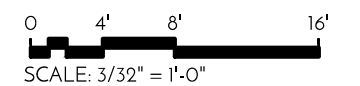
2019 Jul 08 40-18



SECOND FLOOR PLAN
(580 NET SQ FT PER UNIT)



FIRST FLOOR PLAN
(1,290 NET SQ FT PER UNIT)



HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 2

HORN RAPIDS | RICHLAND, WA

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2019 Jul 08 40-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 2

HORN RAPIDS | RICHLAND, WA

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2019 Jul 08 40-18

ORDINANCE NO. 34-94

AUG 22 12 20 PM '95

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending the Official Zoning Map of the City by amending Sectional Map No. 55B so as to change the zoning designation of an approximate 6-acre parcel located generally southwest of State Route 240, southeast of Grosscup Road and westerly of River Park Drive from Multiple Family Residential (R-3) to a Planned Unit Development (PUD) contingent upon the recording of a properly executed, delivered and accepted Property Use and Development Agreement (Columbia Triangle Venture).

WHEREAS, the Richland Physical Planning Commission on August 3, 1994, held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described, and said petitioners also filing an Addendum to the Horn Rapids Triangle Development Program Final EIS indicating the expected environmental impact anticipated by such zone change; and

WHEREAS, the Richland Physical Planning Commission took action at the August 3, 1994 meeting recommending approval of the requested rezone and preliminary PUD plan subject to conditions; and

WHEREAS, the City staff, prior to the Physical Planning Commission's consideration and City Council's consideration of such proposed zone change has reviewed the proposal, assessed the environmental impact expected therefrom and has determined that the proposed zone change and preliminary PUD plan approved would have no significant adverse environmental impacts beyond those identified in the Horn Rapids Triangle Development Program Final EIS and Addendum thereto dated April 18, 1993; and

WHEREAS, the Richland City Council has considered the recommendations and all reports submitted to it and all comments and arguments made to it at the public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF RICHLAND:

Section 1.01. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is a Planned Unit Development (PUD) when consideration is given to the interest of the general public.

Section 1.02. Contingent upon the recording, as provided in Section 1.04 hereof, of a properly executed, delivered and accepted "Property Use and Development Agreement" substantially in the form attached hereto as Exhibit B, by the petitioner for rezone of the property (Columbia Triangle Venture), restricting the use and development of such property and in order to provide for a Planned Unit Development (PUD) of the approximate 6-acre parcel located generally southwest of State Route 240, southeast of Grosscup Road and westerly of River Park Drive and more particularly described in Exhibit A hereto. Such land is rezoned from Multiple Family Residential (R-3) to Planned Unit Development (PUD).

Section 1.03. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No. 55B, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 55B bearing the number and date of passage of this ordinance and by the

reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 1.04. Upon receipt of a properly executed "Property Use and Development Agreement," as contemplated in Section 1.02 hereof, the City Manager is authorized to accept the same for and on behalf of the City, and upon such acceptance is authorized and directed to indicate such acceptance thereon, and, to cause said agreement to be recorded in the records of the Benton County Auditor, and to file said recorded agreement with the City Clerk.

Section 1.05. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached amended Section Map No. 55B, duly certified by the Clerk as a true copy.

Section 1.06. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 6th day of September, 1994.

/s/James D. Hansen
JAMES D. HANSEN
Mayor

APPROVED AS TO FORM:

/s/Thomas O. Lampson
THOMAS O. LAMPSON
City Attorney

OFFICIAL RECORDS

July 18, 1994

**LEGAL DESCRIPTION
FOR
BIRKDALE AT HORN RAPIDS (REZONE)**

That portion of the west half of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington described as follows:

Beginning at the inter-section of the centerline of Horn Rapids Drive with the centerline of River Park Drive as shown on the Plat of Prestwick at Horn Rapids, recorded in Volume 14 of Plats, Page 170, Records of Benton County, Washington;

Thence S 03°23'49" W along said centerline of River Park Drive, a distance of 82.40 feet to a point of curve;

Thence Southerly continuing along said centerline, along the arc of a curve to the left, said curve having a radius of 300.00 feet, through a central angle of 03°23'26" a distance of 17.75 feet to a point on the Southerly boundary of said Prestwick at Horn Rapids;

Thence S 89°37'10" W along said Southerly boundary, a distance of 42.00 feet to a point on the arc of a curve, the center of which bears N 89°57'32" E;

Thence Southerly along the arc of a curve to the left, said curve having a radius of 342.00 feet, through a central angle of 15°04'55" a distance 90.02 feet;

Thence S 15°07'22" E a distance of 163.03 feet to the True Point of Beginning of the herein described Tract;

Thence continuing South 15°07'22" E a distance of 261.57 feet to a point of curve;

Thence Southerly and Westerly along the arc of a curve to the right, said curve having a radius of 388.00 feet, through a central angle of 97°56'42" a distance of 663.27 feet;

Thence S 77°50'47" W a distance of 125.24 feet;

Thence N 05°37'40" W a distance of 82.35 feet;

Thence N 19°51'28" E a distance of 155.96 feet;

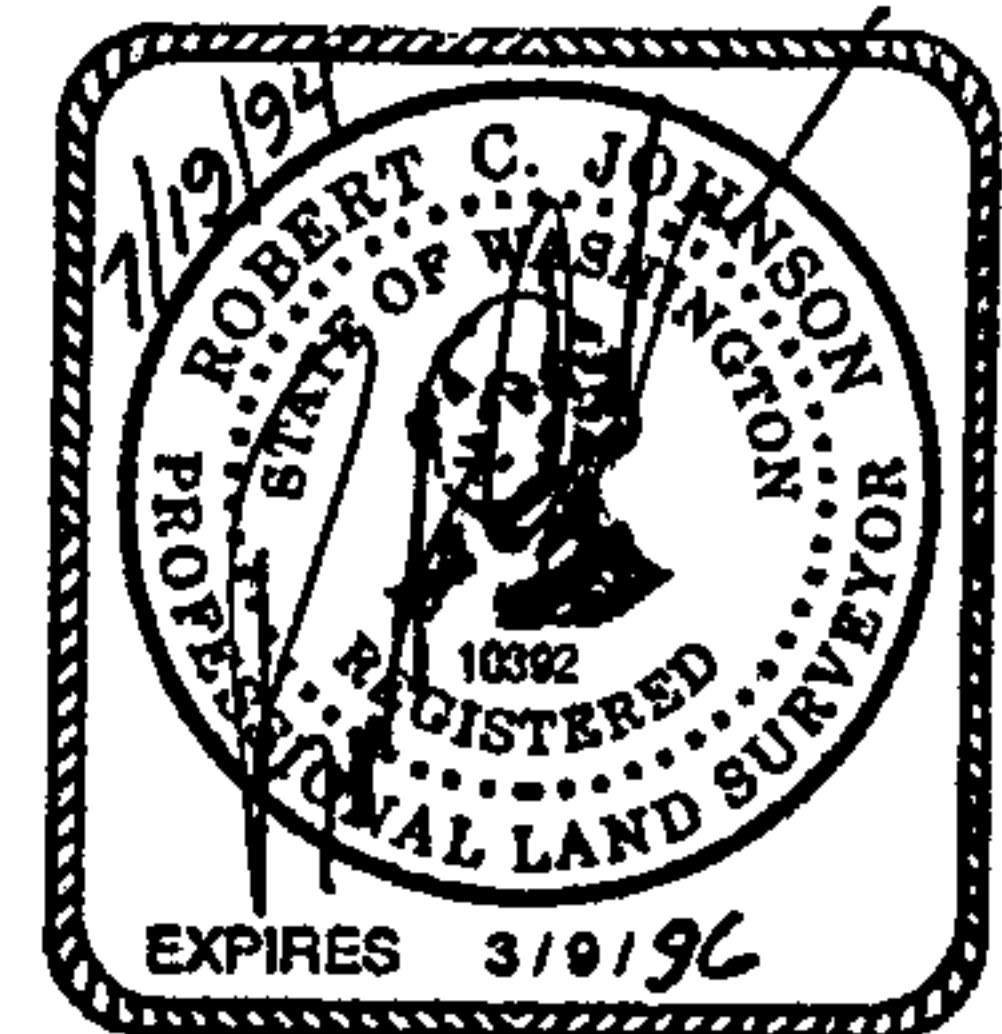
Thence N 08°02'37" E a distance of 143.88 feet;

Thence N 06°40'50" E a distance of 291.86 feet;

Thence N 61°28'30" E a distance of 113.49 feet;

Thence N 74°38'14" E a distance of 188.30 feet to the True Point of Beginning.

Tract contains 5.57 acres.

Prepared by: B.J.Checked by: [Signature]

Hugh G. Goldsmith
& Associates, Inc.

OFFICIAL RECORDS

EXHIBIT B

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 20th day of September, 1994, by and between the CITY OF RICHLAND and COLUMBIA TRIANGLE VENTURE.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Richland is currently entertaining an application by Columbia Triangle Venture, (hereinafter "Owners") for a change of zone covering a 6-acre parcel located in Benton County, Washington (hereinafter "Property") and more particularly described in Exhibit A of Ordinance No. 34-94.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Multiple Family Residential (R-3) to Planned Unit Development (PUD) pursuant to said application, Owners for themselves and for and on behalf of their heirs, successors and assigns, covenant and agree as follows:

1. Fire hydrants capable of supplying the required fire flow and blue reflective markers shall be provided at locations approved by the Fire and Emergency Services Department.
2. Fire hydrants capable of delivering the required fire flow shall be provided prior to combustible construction.
3. All street names shall be approved by the Fire and Emergency Services Department prior to recording of final plats for any phases.
4. Utility lines, easements and equipment shall be sized and located to the specifications of the various utility departments and companies providing services.
5. Irrigation easements shall be established along the rear of all lots.

OFFICIAL RECORDS

6. Plans for the water and sewer infrastructure shall be prepared by a licensed civil engineer and submitted to the City Engineer's office for approval.
7. Due to inadequate turn around space at the end of the dead end streets, refuse containers will be collected by the City at Birkdale Lane, requiring residents to wheel their containers from their homes to Birkdale Lane. A container pad sufficient for 5 to 7 homes' containers at each dead end street shall be constructed on Birkdale Lane.
8. All final plans for public improvements to be submitted on a 24" x 36" format. The Owners shall provide 3 mil mylar as-builts to the City. The as-builts must be submitted and approved by the City before the final punchlist inspection will be performed by the City.
9. Storm sewer system to be designed to pass a 25-year frequency storm. Owners' design to provide runoff protection to downstream property owners. The project will require a detailed erosion control plan.
10. Public improvement design shall follow the following general format:
 - a. Sanitary sewer to be aligned on the north and west side of street centerlines.
 - b. Storm sewer to be aligned on the south and east side of street centerlines.
 - c. Waterlines to be aligned on the south and east side of street centerlines.
 - d. Minimum centerline finish grade to be no less than 0.50% and maximum centerline finish grade to be no more than 12.0% for local streets.
 - e. Composite utility plan to be part of the final plan set.
 - f. Detailed grading plan to be part of the final plan set.
 - g. Utilities not in the public street area, Owners shall provide maintenance access acceptable to the City and be centered in a 10.00 foot easement to be conveyed to the City of Richland.
 - h. Final design of the public improvements to be approved at the time of the City's issuance of a public works construction permit.

- i. All on and off-site public improvements shall comply with the State of Washington and the City of Richland requirements and codes.
 - j. All cul-de-sacs to have a minimum of a 45.00 foot radius to face of curb to allow for adequate turning radius.
 - k. All public streets to meet design requirements for sight distance (horizontal, vertical and intersectional).
 - l. Final design plans to identify locations for street lighting, gas service, power lines, telephone lines, cable television, street trees and mailboxes.
11. All permanent survey monuments existing on the project site to be protected. If destroyed by the proposed site construction, the Owners shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
 12. The proposed project is a segment of the Horn Rapids Master Plan and is subject to all conditions of approval of the Master Plan.
 13. All proposed streets within the proposed cluster homes shall be private streets. The approaches to the collector street shall be built to City of Richland commercial driveway standards.
 14. The proposed cluster home final subdivision shall not be recorded until all public utilities have been installed and accepted by the City of Richland.
 15. The proposed cluster homes subdivision's access to public streets is by way of the proposed collector street extension of River Valley Drive as identified on the Horn Rapids Master Plan. The collector street must be constructed with all public utilities dedicated to the public and accepted by the City prior to the cluster home subdivision recordation.

This agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Owners with respect to the subject Property or any part thereof. The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the

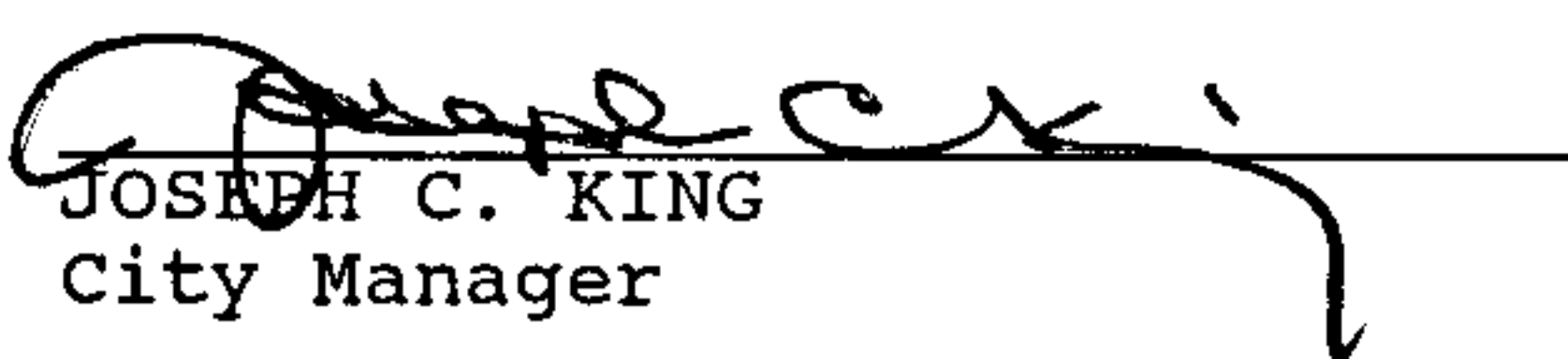
OFFICIAL RECORDS

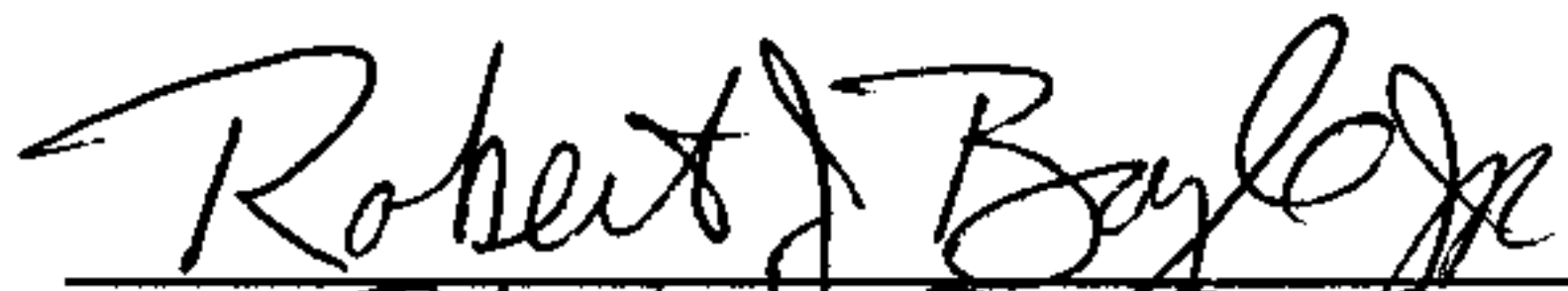
locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF RICHLAND

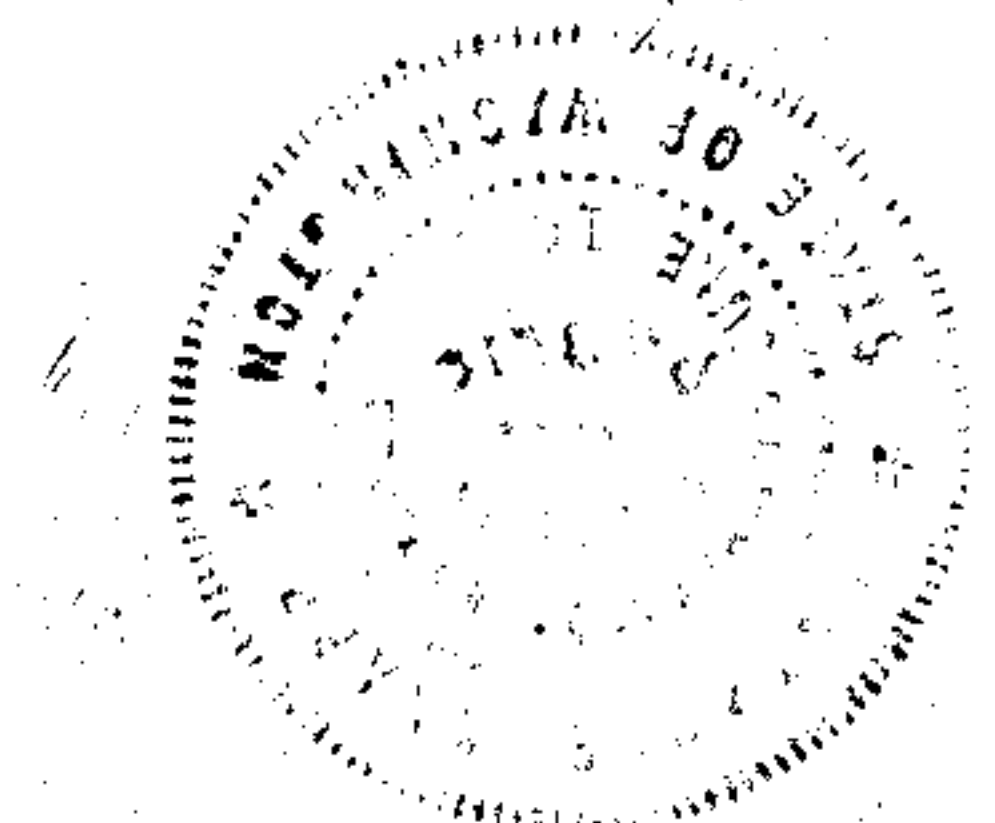
COLUMBIA TRIANGLE VENTURE


JOSEPH C. KING
City Manager


By: Robert S. Boyle, Jr.
Its: GENERAL MANAGER

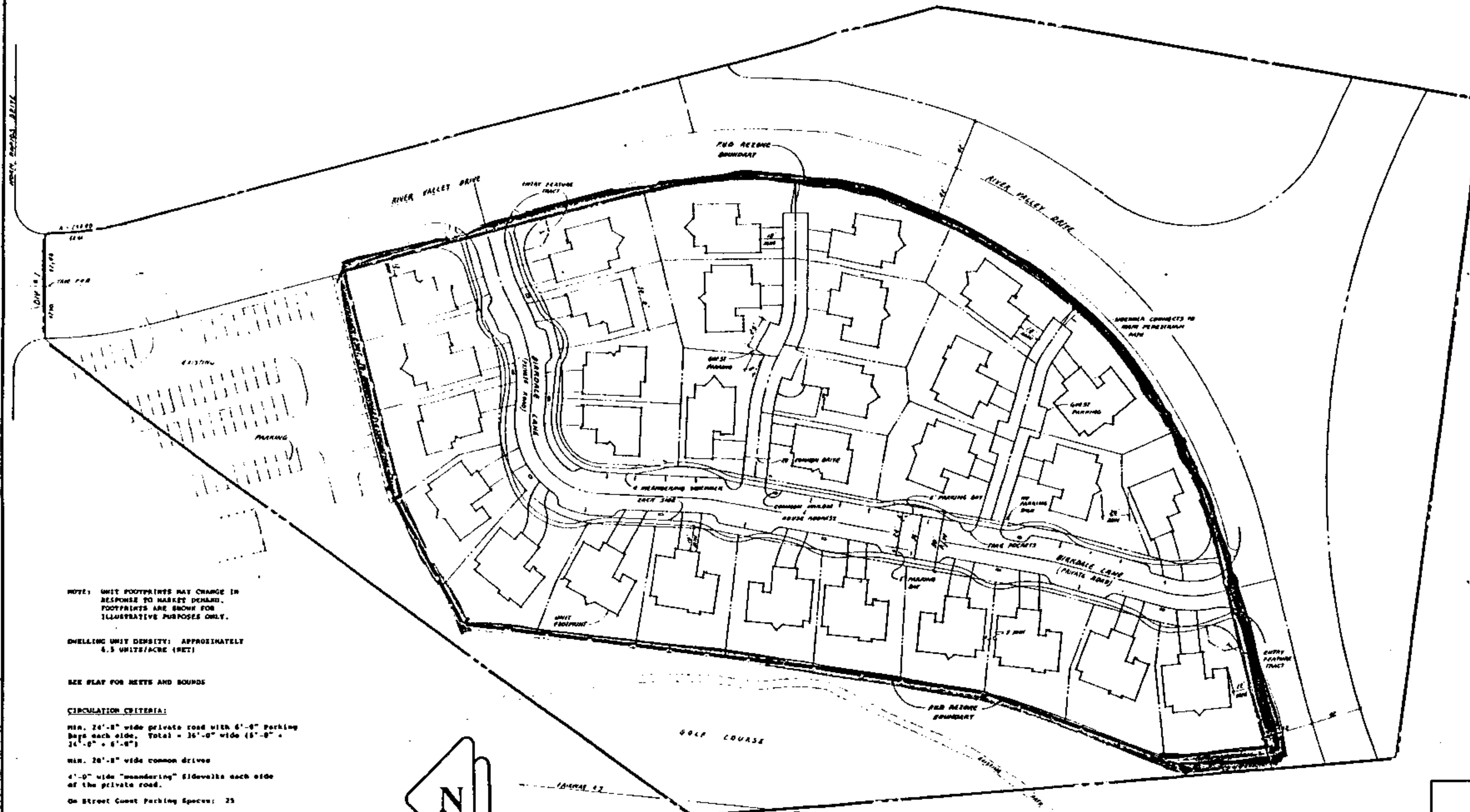
FORM APPROVED:


THOMAS O. LAMPSON
City Attorney



9/20/94

Suzanne Knapp
Residing at Walla Walla
Expires: 6/10/98



NOTE: UNIT FOOTPRINTS MAY CHANGE IN RESPONSE TO MARKET DEMAND. FOOTPRINTS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

DWELLING UNIT DENSITY: APPROXIMATELY 6.5 UNITS/ACRE (NET)

SEE PLAN FOR NETS AND SOUNDS

CIRCULATION CRITERIA:

Min. 24'-0" wide private road with 6'-0" parking bays each side. Total = 36'-0" wide (6'-0" + 24'-0" + 6'-0")

Min. 28'-0" wide common drive

4'-0" wide "meandering" sidewalks each side of the private road.

On Street Guest Parking Spaces: 25

Off Street Guest Parking Spaces: 4

MAX. BUILDING HEIGHT = 18' per 1991 addition USC Section 409

SETBACK CRITERIA

Min. Setback to Property Line at Arterial = 12'-0"

Min. Sideyard Setback = 5'-0"

Min. Setback from face of curb at Private Road = 15'-0"

Min. Front and Rear Setbacks = 15'-0"

Min. from Carport Doors to Common Drive (or back of Sidewalk at Private Road) = 18'-0"

Guidelines for Siting Houses:

20'-0" Min. rear when facing side wall

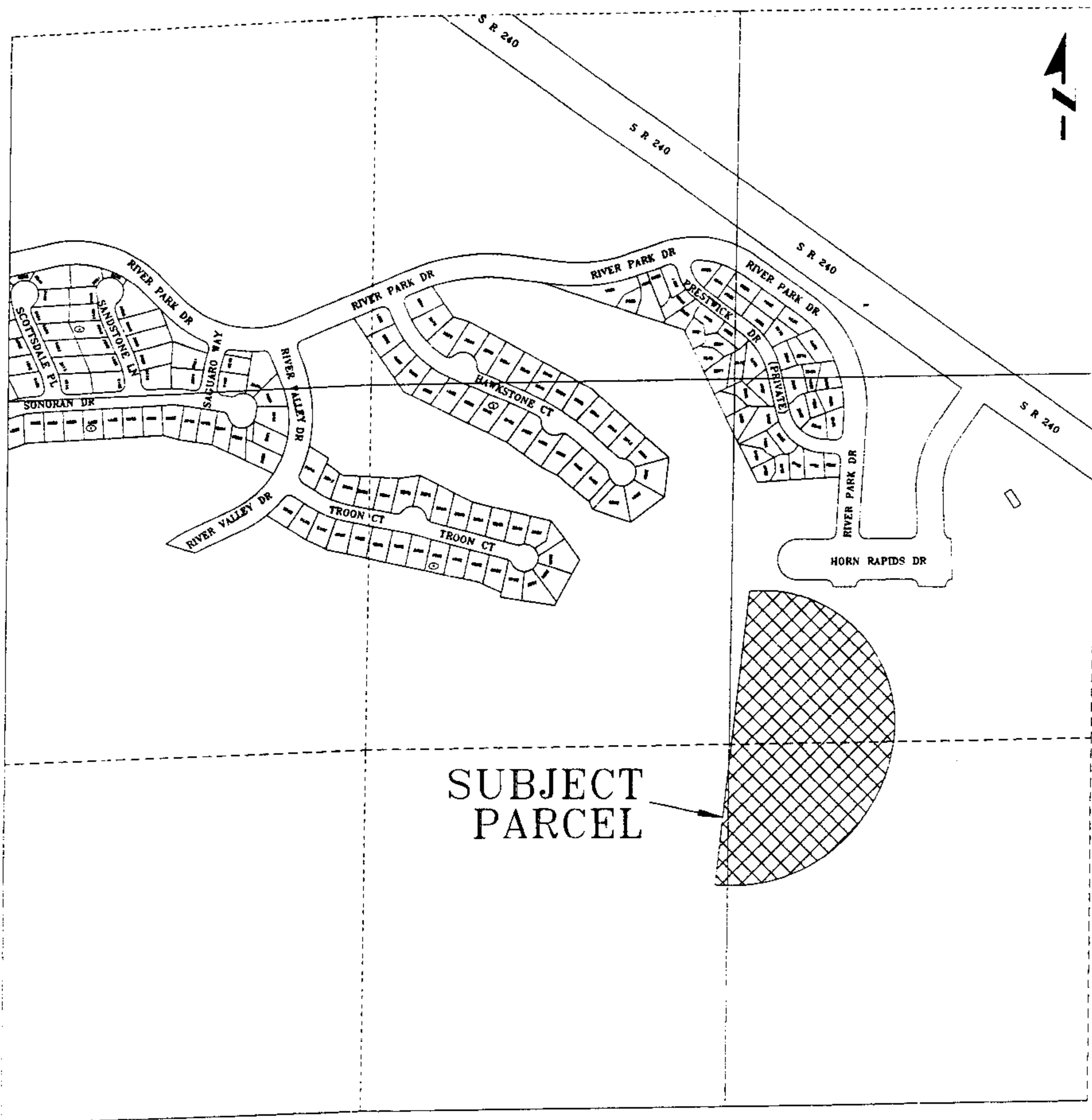
40'-0" Avg. between houses when sited back to back

COLUMBIA TRIANGLE VENTURE
2800 E.H. 210
P.O. Box 818
Richland, WA 99352-8998
Phone: (509) 375-1501

COLUMBIA
TRIANGLE
VENTURE

PRELIMINARY
P.U.D. PLAN
BIRKDALE AT
HORN RAPIDS
CITY OF RICHLAND, WASHINGTON

Z94-114



Z94-114



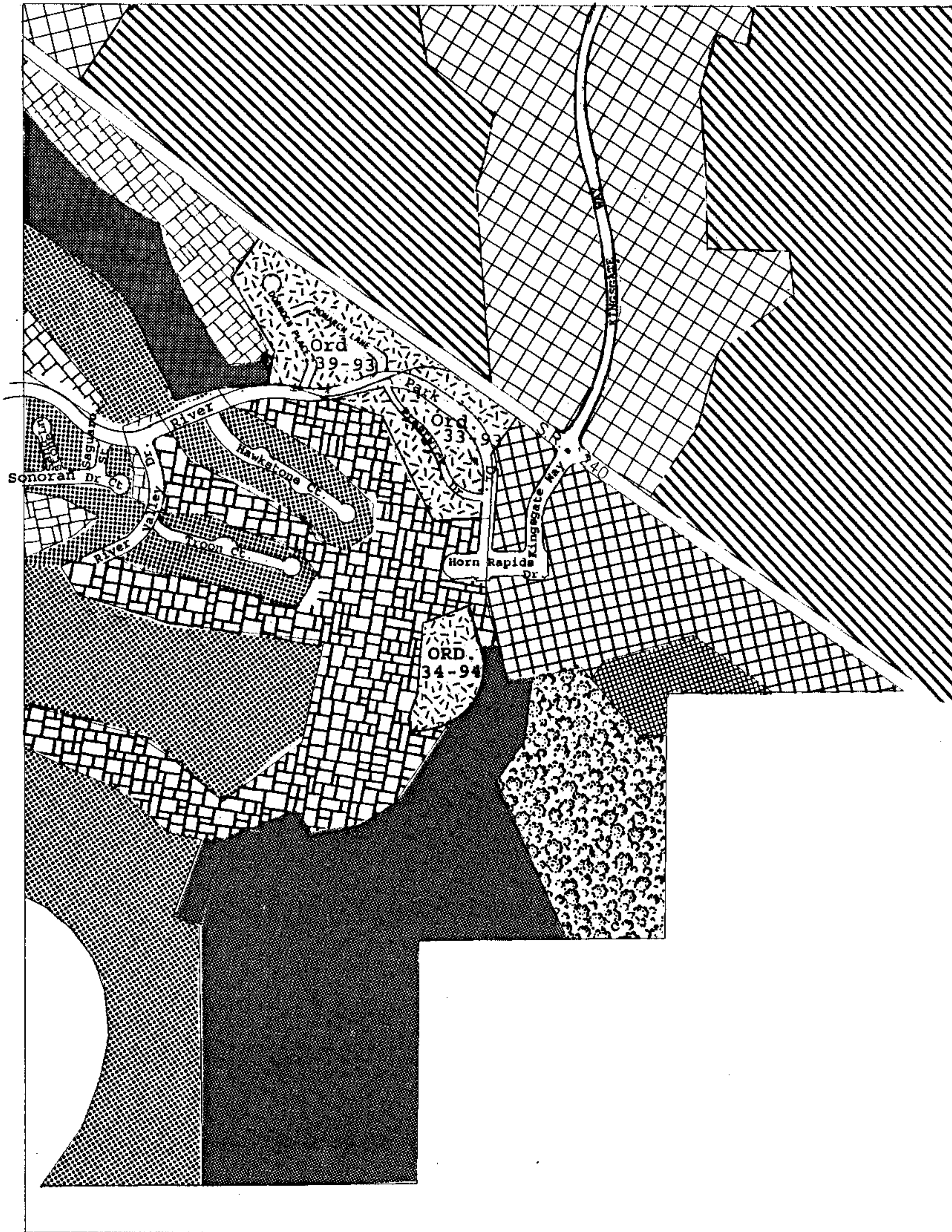


Exhibit 3



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101



Please publish the following:

Type of Legal Ad: Public Hearing Notice

Date(s) of Publication: Sunday, April 4, 2021

Richland's TCH Account: 450543

For Invoice Text Box on TCH Invoice HE PHN – PUD2021-101
(Richland MUNIS Description)

For PO Box on TCH Invoice D2586000 4401
(Richland Account No. - MUNIS)

Attention: Jana Duncan (TF)

**CITY OF RICHLAND
NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING, AND OPTIONAL DNS
(PUD2021-101 & EA2020-133)**

Notice is hereby given that HJBT Properties has filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

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

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Submission of written comments will be allowed up until 6:00 p.m. on Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

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Published: Sunday, April 4, 2021

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Briana Ghbein, who, being first duly sworn upon oath deposes and says:

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

2. On the 29th day of March, 2021, I mailed a copy of the attached NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING, AND OPTIONAL DNS (PUD2021-101 & EA2020-133) to the attached list of individuals via regular USPS on the date indicated above. The Hearing Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m. on Monday, May 10, 2021.


Signed: Briana Ghbein

SIGNED AND SWORN to before me this 29th day of March, 2021 by Briana Ghbein.




Notary Public in and for the State of Washington,


Print Name
Residing at 625 Swift Blvd, Richland
My appointment expires: 4-25-23

AFFIDAVIT OF MAILING
Notice of Application & Virtual Public Hearing
Address list attached.





Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star

Miami Herald/el Nuevo Herald
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star Telegram
The State - Columbia

Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune - Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36823	37396	Print Legal Ad - IPL0017263	HE PHN PUD 2021-101	\$192.45	1	7.81

Attention: Jana Duncan
CITY OF RICHLAND/LEGALS
625 SWIFT BLVD. MS-11
RICHLAND, WA 99352

**CITY OF RICHLAND
NOTICE OF APPLICATION, VIR-
TUAL PUBLIC HEARING, AND
OPTIONAL DNS**

(PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties has filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of the Horn Rapids Golf Course and south of the existing pro shop.

The Richland Hearing Examiner will conduct a virtual public hearing and review of the application on **Monday, May 10, 2021 at 6:00 p.m.** All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland's website at www.ci.richland.wa.us.

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

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Submission of written comments will be allowed up until 6:00 p.m. on Sunday, May 9, 2021. Written comments received after that date will not be accepted; however, verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning, and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Published: Sunday, April 4, 2021
IPL0017263
Apr 4 2021

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

Islamae Brown, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time(s) commencing on 04/04/2021, and ending on 04/04/2021 and that said newspaper was regularly distributed to its subscribers during all of this period.

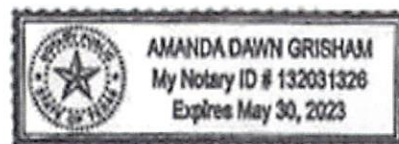
Islamae Brown

(Signature of Legals Clerk)

Sworn to and subscribed before me this 6th day of April in the year of 2021

Amanda Grisham

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



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

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Michael Stevens**, 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 31st day of March, 2021, I posted the attached NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING, AND OPTIONAL DNS (File Numbers: PUD2021-101 & EA2020-133) in the following location:

Along River Park Dr. at the southern entrance to the Horn Rapids Golf Course parking lot, Richland, WA



Signed: Michael Stevens

SIGNED AND SWORN to before me this 31st day of March, 2021, by Michael Stevens.



Signature of Notary

Briana C. Ghbein

Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County, WA

My appointment expires: 4-25-23

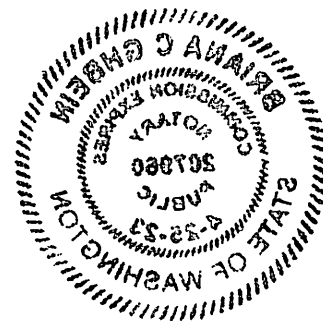


Exhibit 4



File No. EA2020-133

CITY OF RICHLAND **Determination of Non-Significance**

Description of Proposal: A 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids.

Proponent: HJBT Properties, LLC
1413 Sunset Street
Richland, WA 99354

Location of Proposal: The project site is generally located at 2800 Clubhouse Lane, Richland, WA upon a portion of Assessor's Parcel Number 128082000001005. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

Lead Agency: City of Richland

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

() There is no comment for the DNS.

() This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance.

(X) This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Mike Stevens

Position/Title: Planning Manager

Address: 625 Swift Blvd., MS #35, Richland, WA 99352

Date: May 3, 2021

Signature 

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

The Links Residence at Horn Rapids

2. Name of applicant: [\[help\]](#)

Brad & Thera Rew

3. Address and phone number of applicant and contact person: [\[help\]](#)

1413 Sunset St. Richland WA 509-528-6092

4. Date checklist prepared: [\[help\]](#)

01/02/2021

5. Agency requesting checklist: [\[help\]](#)

City of Richland

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Phase 1: 6 Months

Phase 2: 6 Months

Phase 3: 9 months

Phase 4: 6 months

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

1. Build 54 Townhomes on the 18th hole of Horn Rapids Golf Course
2. New Clubhouse & Event Center (Phase 3 of Townhome plans)
3. New Cart Barn (Phase 3 of Townhome plans)
4. Parking Lot updated, expanded and moved (Phase 3 of Townhome plans)

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

We did a full environmental Evaluation on this property. It is attached in Dropbox file link (provided in Email) labeled "Environmental Evaluation".

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

No

10. List any government approvals or permits that will be needed for your proposal, if known.

[\[help\]](#)

-PUD/Zoning approval

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

Project site: 7.27 acres

Developing a 54-unit townhome community on vacant land along hole 18 of Horn Rapids Golf Course.

Horn Rapids Golf course will have a New Club House and Event center in their current location.

Parking lot for Horn Rapids Golf Course will be moved to the north

Cart Barn for Horn Rapids Golf Course will be moved under Pro Shop/ Event Center.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

Address: 2800 Clubhouse Lane. Richland WA 99354. The location is vacant land along the 18th hole of Horn Rapids Golf Course, south of the Pro-shop.

Dropbox files:

1. Map 3 Surrounding Areas (shows exact location of the site)
2. Map 1&2 (topo's from the surveyor)
3. Archibald PUD site plans V0.1 (a combined Topo Map)

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth [\[help\]](#)

a. General description of the site: [\[help\]](#)

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

Approximate 18%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

Land is sandy in this region

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

no

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

Purpose: Development of a 54 Townhome Community at Horn Rapids.

Type: Excavation including grading, leveling and filling as needed/required by the building Dept. We plan to move the dirt we have to level the land as best we can. Extra fill dirt might be required by building dept.

Total Area: 7.27 acres

Total Affected area: 7.27

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

I do not believe construction and grading of the property will cause erosion. During construction we will utilize these Corrosion prevention measures: Silt fencing, watering/sprinklers, BMP's (if necessary), and a construction entrance.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

Approximately 66% impervious surface.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

During construction we will utilize these Corrosion prevention measures: Silt fencing, watering/sprinklers, BMP's (if necessary), and a construction entrance.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Car emissions from trucks and cars, Asphalt emissions, Paint emissions, dust blowing, and any other common construction emissions.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

No

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

We will use water to keep down the sand in the air and dust blowing. Not leave cars and trucking idling.

3. Water [\[help\]](#)

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

The site includes man made ponds only. There is no natural streams, ponds, or wetlands on the property or the vicinity. As noted in the environmental report "There are no flood zones or wetlands associated with the site".

Pond 1: There are 1 pond located on our proposed building site. This is a man-made pond and have to be filled by a hose every year. Most of the year it has very little water. It has not been up kept and we plan to remove it. This pond is located South of the Pro Shop.

Pond 2: There is 1 other man-made pond in the vicinity. It is a large pond on the northwest side of the pro shop. This pond will remain and will not be affected by our construction.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

As stated in 3.a.1 Pond 1 will be removed as it has very little water and most of the plastic lining is showing due to lack of upkeep. It is not very deep and will be excavated with the rest of the property. We

plan to use the existing dirt and move dirt around the site to level it out. If fill is needed, it will be brought in. See attached document in Dropbox "Pond 1".

Pond 2 will not be affected, and work will be completed more than 200ft away from this pond.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

When we excavate, we plan to level out the area using existing dirt and moving it around. If fill is needed, we will source fill dirt as required by COR and Geotech engineer. The amount of fill will be determined by the excavator during the grading and leveling process. The pond is very shallow approximately 3feet so it will not be much if some is needed.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No there will not be any withdraws or diversions.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

No, the property is above the 100 Year floodplain

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

No waste material will be discharged into water.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

All new units will be hooked up to City of Richland water. No wells will be used.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . .; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

All new 54 townhome units will be hooked up to city sewer. No septic systems will be used.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

Stormwater will be collected and disposed of through catch basins, drainage swales and infiltration galleries. Stormwater disposal system will be designed by a Washington State licensed civil engineer and submitted for review and approval with City of Richland.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

Not that I am aware of. We will build sewer system per COR requirements.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

No

- d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#)

Stormwater will be captured and infiltrated based on COR requirements

4. Plants [\[help\]](#)

- a. Check the types of vegetation found on the site: [\[help\]](#)

___deciduous tree: alder, maple, aspen, other

___evergreen tree: fir, cedar, pine, other

__x__shrubs

__x__grass

___pasture

___crop or grain

___Orchards, vineyards or other permanent crops.

___wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

___water plants: water lily, eelgrass, milfoil, other

___other types of vegetation

- b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

Proposal includes grading and removal of shrubs and grass to create multi-family housing.

Most of current vegetation will not remain.

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

I do not know of any endangered species on or near the site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

New indigenous grasses, trees and shrubs shall be provided.

See landscaping plan in DB file.

- e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

unknown

I do not know of any on or near the site.

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. [\[help\]](#)

Birds, Rabbits, Deer, Coyotes

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

none known

c. Is the site part of a migration route? If so, explain. [\[help\]](#)

The site, as all of Tri-Cities, is part of the Pacific Flyway.

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

All around the Horn Rapids Development is land where the wildlife may habitat. We plan to leave the surrounding areas untouched.

e. List any invasive animal species known to be on or near the site. [\[help\]](#)

none known

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

Electric and Natural Gas will be used to heat and cool multi-family dwellings.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

No

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

We abide by the Washington State Energy Codes. All dwellings will meet these criteria of energy and environmental conservation.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. [\[help\]](#)

No

1) Describe any known or possible contamination at the site from present or past uses. [\[help\]](#)

None Known

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. [\[help\]](#)
There is natural gas line in the Horn Rapids community. Not sure if they are on this property but we will have gas to the townhomes

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. [\[help\]](#)
Natural Gas

4) Describe special emergency services that might be required. [\[help\]](#)
Standard local emergency services. EMS, Police and Fire, those identical to the needs

of the current Horn Rapids Development

- 5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)
Call before we dig, have an environmental survey done, and have the land surveyed.

b. Noise [\[help\]](#)

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

Highway 240 traffic, Road traffic, Park across the street, golfing.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

Construction would be the largest and short-term noise impact. Long term is cars and people as more dwellings are developed there will be more people and traffic.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

Set construction hours to normal day work hours to keep the times when most people are home free from construction noise.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

Current use of the site is vacant land. There is a Cart shed onsite that is used for cart storage. Adjacent property uses include a golf course, banquet facility, parking lot, single family homes, townhomes, and a park. The proposal will clean up the unused eyesore and build multifamily units for more to enjoy the golf course and Horn Rapids amenities. This will not affect other uses adjacent properties use.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

No

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: [\[help\]](#)

No

- c. Describe any structures on the site. [\[help\]](#)

Horn Rapids Pro Shop and Deli

Horn Rapids Banquet Facility

Horn Rapids Golf Cart Barn

Horn Rapids Private Cart Barn

Horn Rapids Bathrooms

d. Will any structures be demolished? If so, what? [\[help\]](#)

Yes

Horn Rapids Golf Cart Barn

Horn Rapids Private Cart Barn

Horn Rapids Bathrooms

Eventually the pro shop and Banquet facility will be replaced.

e. What is the current zoning classification of the site? [\[help\]](#)

Agriculture and PUD (Planned Unit Development)

f. What is the current comprehensive plan designation of the site? [\[help\]](#)

Developed Open Space and Medium Density Residential

g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

Not Applicable

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

[\[help\]](#)

No

i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

Approximately 100-150

j. Approximately how many people would the completed project displace? [\[help\]](#)

None

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

N/A

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

Our proposal is compatible with the current Horn Rapids Development. We will offer town homes which they have in other developments in Horn Rapids. The only difference is our townhome will not have an age limit to live here. This will be open to all age groups to purchase.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)

There is no agricultural or forest lands of long-term commercial significance in this area.

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

Approximately 54 units of middle-income housing would be provided.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

0

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

We plan to build in phases to reduce the sudden influx of so many new tenants.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

The maximum building height will be 30'. Exterior will be stucco, stone, and siding.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

Direct views of the Golf Course. Most homes in the vicinity will still have a view but it will be smaller views vs a pano view.

- b. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

Build to fit in with the surrounding building/homes.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

Normal housing lighting. Night time.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

No

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

Water from the ponds could glare the sunlight.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

Use lighting that is not too bright and flows with what is already in Horn Rapids.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

Golfing, Swimming pool, Park, tennis courts, walking paths.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

No

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

We will not block or hinder access to walking paths or cart paths.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe. [\[help\]](#)

No

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

No: I reached out to DAHP with this response “there are no buildings/structures/sites/cemeteries located within or immediately adjacent to the proposed project area”.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

I reached out to DAHP to find out if there was anything on our site. They suggested an Inadvertent Discovery Plan (Attached in DB file) incase we find something during construction.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. [\[help\]](#)

We will notify Project Managers, Contractors, and Subcontractors, of our Inadvertent Discovery Plan so they know what to look for and how to proceed.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

Highway 240. Clubhouse Lane, River Valley Dr.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

No. Benton Franklin Transit does not provide service to Horn Rapids Community. The nearest route is Route 123, and the closest stop is 2.8 miles from the site.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

Parking lot will be approved by City of Richland. Golf Course will have roughly 100 parking stalls unless city requires differently.

Each unit will include a driveway that has room for 2 parking spots and a 2-car garage. We have planned for an additional 29 guest parking spots.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

Yes, new private roads will be created as part of the townhome development. Sidewalks will be added to the development as well.

Future plans would require us to work with COR transportation and adjust the public street (U turn into the golf course) to add a new parking lot for Horn Rapids Golf Course.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

No

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

Residential vehicular trips would be daily, main busy hours would be before and after work. I would estimate 100-150 one-way trips per day.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. [\[help\]](#)

no

h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

We plan to work with COR for best solutions in entrance and exits that will impact transportation the least.

15. Public Services [\[help\]](#)

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

No.

b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

N/A

16. Utilities [\[help\]](#)

a. Circle utilities currently available at the site: [\[help\]](#)

Electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____ Well for water

c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

City of Richland: Electrical, Sewer, Garbage Services, Water

C. Signature [\[help\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee Thera M. Rew

Position and Agency/Organization Owner

Date Submitted: 01/06/2021

Exhibit 5

From: [Josh Adkins](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Condominium plan
Date: Wednesday, April 21, 2021 6:51:30 PM

I would like to say I general sorry the project, but it is much bigger than originally presented to the community and it is severely impacting the property of some neighbors. This plan should be revised with input from the community.

From: allworth@frontier.com
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Thursday, April 29, 2021 3:51:34 PM

Dear City of Richland,

The development of town homes at the Horn Rapids Golf Course is long past due and deeply needed for the following reasons:

- The present field, structures and transient motor homes are a huge eyesore
- <!--[endif]-->Housing is in desperately short supply in the Tri-Cities
- Townhouses are exactly what the aging population needs as they downsize
- <!--[endif]-->Golf side townhouses will enhance the value of all properties in Horn Rapids
- <!--[endif]-->The architectural drawings reflect a thoughtful and elegant design

Yes, I do understand that some Crosswater residents object, yet the current condition is more distasteful than the beautiful proposed homes. Two years ago, we lived in rural Oregon with a view of the coastal range, then the neighbors trees grew and blocked our view. There is NO guarantee in this country that your view will always remain the same. Progress happens and we all need to roll with it.

I urge you to expedite the approvals so that we can fully enjoy our community. We have waited far too long for this development to begin.

Regards,

Karry & George Allworth

2317 Copperleaf St
Richland, WA 99454

allworth@frontier.com

From: [Tami Anderson](#)
To: [steve norton](#)
Cc: [steveconaway@charter.net](#); [Aftanas, Barbara](#); [Albro, Pat](#); [Brausen, Pat](#); [Burton, Julie](#); [CMMD Properties](#); [Conaway, Kathy](#); [Deobald, Barbara](#); [Drane, Gordon](#); [Eckenberg, Kay](#); [Ensign, Rachel & Patricia](#); [Forsythe, Don](#); [Goodman, Ben](#); [Griffin, Eileen](#); [Hart, Dan & Dana](#); [Hobbick, Della](#); [K Goodman](#); [Kinker, Ron & Patsy](#); [Lachman, Harold](#); [Lan, Jay & Li-Chuan](#); [Laurino, Dr. James](#); [Ledford, Cliff](#); [Manolopolulos, Chris](#); [Manolopolulos, Connie](#); [Meyer, Pat](#); [Meyers, Robert](#); [Mortensen, Rod & Laura](#); [Mosley, Jon](#); [Murphy, Nancy](#); [Neumayer, David & Karen](#); [Newman, David](#); [Ralston, Maurice](#); [Ramos, Phyllis](#); [Ray, Jonathon S.](#); [Rhodes, Virginia \(Ginger\)](#); [Rushman, Michael J.](#); [Saltz, Scott](#); [Santeford, Jack & Linda](#); [Schmidt, Michael](#); [Sweet, James & Jan](#); [Thomas, Judy M.](#); [Thompson, LeAnna](#); [Van Derley, Lisa](#); [Weier, Carrie Ann](#); [Willson, Chris](#); [Wyborny, Bruce & Janet](#); [Stevens, Mike](#)
Subject: Re: New Condos and the golf course
Date: Friday, April 23, 2021 10:09:53 AM

Rick & I couldn't agree more Steve! Prestwick residents need to realize all of these are very valid points you have pointed out Steve. They need to get out of the 90's and realize how much this would benefit all of us. I mean how loud is a new parking lot going to be! It would be nice to have a beautiful new clubhouse . We need to look at the pros not just the cons.

Rick & Tami Anderson

Sent from my iPhone

On Apr 22, 2021, at 8:38 PM, steve norton <golfisme@hotmail.com> wrote:

Hello all. First, I'd like to be clear that I completely understand and respect Steve's position and anyone else who holds similar views. We each have a right to our opinions and beliefs and for those opinions to be heard.

I'd like to offer a different perspective of the condo/golf course development for you to consider. I'm not trying to convince you my opinion is "the right" opinion, it's just a different one.

I attended and participated in all the informational meetings the new golf course owner (Brad Rew) held 2 years ago (or whenever that was, hard to measure time these days!). The condos, new club house, moving the golf course parking lot, potential improvements to the driving range, etc., were all discussed. There is nothing new that hasn't already been presented.

I was born and raised in Richland. That was when "South Richland" was still north of the Yakima River and nobody locked their doors. Yes, the Tri-Cities has grown tremendously over the past 60 years and it will grow even more over the next 60 years. While we may sometimes want to stop "progress" in it's tracks and keep everything the same for the next 60 years, that's probably not going to happen. All the area east of the new roundabout is destined for building. Building continues on the west edge of Horn Rapids and hundreds, if not thousands, of

new units will be built over the years. That's just the way it is and yearning for the 1960's again won't change it.

We live in a golf course community. The quality and desirability of the golf course affects the value and desirability of our homes directly. Depending on what sources you choose to use, there are about 20% less golfers now than in 2003 and the number of golf courses closing or going bankrupt each year is more than the number of new courses being developed. When a golf course goes belly up the associated home values typically drop by 25% - 40%. The original course owner took most of the revenue out of the business and put very little back into the course (golfers here know this). The course was heading downhill, and play was declining. Not hard to imagine the outcome of 5-10 more years of that. He'd had it for sale for many years but of course there were no buyers because golf courses generally aren't a good investment.

The new owner was very upfront with us at those early information meetings. The only way this golf course could be a sound investment (by anyone) was by rezoning that small (several acre) parcel by the cart barn and developing it. Without that, there would be no reason (for anyone) to buy this golf course. Developing the condos is what made the investment worthwhile, and the only way to provide the cashflow needed to save this course from the inevitable demise it was heading for. Golfers know that the courses owned by casinos are typically some of the finest courses around. That's because the casino business subsidizes the course. Without that extra source of income, the course couldn't put the resources into itself to become or stay a nice course.

I am completely and unequivocally in support of building the condos and everything that goes with that effort. I want our golf course community to thrive, and that development will provide the necessary lifeblood. Without it, the course will be sold again (for pennies on the dollar) and it will get back onto the cow pasture trajectory it was just a few years ago. I don't want to live on a cow pasture and I certainly don't want to try and sell my house when it is in the middle of one.

Thanks for reading this and take care.

Steve Norton
Prestwick Homeowner for ~20 years

From: steveconaway@charter.net <steveconaway@charter.net>

Sent: Wednesday, April 21, 2021 3:57 PM

To: 'Aftanas, Barbara' <baftanas@gmail.com>; 'Albro, Pat' <palbro22@frontier.com>; 'Anderson, Rick' <andertam@icloud.com>; 'Brausen, Pat' <pdrausen@charter.com>; 'Burton, Julie' <janorthwest1@gmail.com>; 'CMMD Properties' <craig@chuntington.com>; 'Conaway, Kathy' <kateconaway@charter.net>; 'Conaway, Steve' <steveconaway@charter.net>; 'Deobald, Barbara' <btdeobald@gmail.com>; 'Drane, Gordon' <gordondrane@umpquabank.com>; 'Eckenberg, Kay' <jm.eckenberg@efarms.com>; 'Ensign, Rachel & Patricia' <ensignrachel@gmail.com>; 'Forsythe, Don' <forsythe.a@gmail.com>; 'Goodman, Ben' <versatileprop@aol.com>; 'Griffin, Eileen' <elois2837@gmail.com>; 'Hart, Dan & Dana' <dndhart84@gmail.com>; 'Hobbick, Della' <dhobbick@frontier.com>; 'K Goodman' <kathnelijah@yahoo.com>; 'Kinker, Ron & Patsy' <pskinker@hotmail.com>; 'Lachman, Harold' <hplach1938@gmail.com>; 'Lan, Jay & Li-Chuan' <jayshyonglan@gmail.com>; 'Laurino, Dr. James' <james_laurino@yahoo.com>; 'Ledford, Cliff' <ledfordtroy@yahoo.com>; 'Manolopolulos, Chris' <cmano@rcsothebysrealty.com>; 'Manolopolulos, Connie' <conniemano@gmail.com>; 'Meyer, Pat' <info@athomenotaryclasses.com>; 'Meyers, Robert' <rod.meyers.46@icloud.com>; 'Mortensen, Rod & Laura' <rod.mortensen22@gmail.com>; 'Mosley, Jon' <mslejohn@gmail.com>; 'Murphy, Nancy' <murphyna@frontier.com>; 'Neumayer, David & Karen' <neumayer3@charter.net>; 'Newman, David' <danman728@yahoo.com>; 'Norton, Steve & Denise' <golfisme@hotmail.com>; 'Ralston, Maurice' <mavaralston1939@gmail.com>; 'Ramos, Phyllis' <pramos1@aol.com>; 'Ray, Jonathon S.' <jsr40986@gmail.com>; 'Rhodes, Virginia (Ginger)' <ginarhoad@gmail.com>; 'Rushman, Michael J.' <rushman_m@yahoo.com>; 'Saltz, Scott' <coachscott101@icloud.com>; 'Santeford, Jack & Linda' <easymoney@seanet.com>; 'Schmidt, Michael' <mr_aj_schmidt@msn.com>; 'Sweet, James & Jan' <sweeterdreams@frontior.com>; 'Thomas, Judy M.' <thomasjdth@yahoo.com>; 'Thompson, LeAnna' <leanna_j_thompson@outlook.com>; 'Van Derley, Lisa' <lavval@hotmail.com>; 'Weier, Carrie Ann' <cweier@aol.com>; 'Willson, Chris' <cwillson51@gmail.com>; 'Wyborny, Bruce & Janet' <janetwyborny@gmail.com>

Subject: New Condos and the golf course

I'm putting on my concerned homeowner hat for this email. I hope that all of you who read this will have already read the email from Kathy Conaway, the President of the Prestwick at Horn Rapids Assoc. that included attachments.

This email is not from the Prestwick HOA, only from a very, very concerned homeowner. I truly believe that the increased traffic from 52 condos will over burden an already taxed main entrance to Horn Rapids. The intersection at Club House Ln. and River Park Dr. is hectic enough already. Imagine 52 condos just across from the swimming pool and to the left all the way to the back of the homes on Crosswater. The condos will also eliminate the present view that 8 homes on Crosswater enjoy.

A new parking lot that backs up to the rear of 2537, 2541, 2543 and 2545 Prestwick Drive has the potential for a lot of noise a few feet from a residential area, especially

during weekends, tournaments' and events and evenings.

There is also a proposal for a new Clubhouse, possibly two stories, right behind 2541 and 2543 Prestwick Drive. That has the potential for a big increase in noise for what is now the border of a residential area.

Those are just a few of my thoughts about a project that I totally oppose. In closing, I personally don't believe that Brad Rew was completely and totally upfront to the Horn Rapids Master HOA about his plans.

These are my personal thoughts and feelings.

Regards,

Steve Conaway
Prestwick homeowner

Please contact mstevens@ci.richland.wa.us with your thoughts pro or con.

From: [rick anderson](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids townhomes
Date: Tuesday, April 20, 2021 2:05:17 PM

I believe the project would be a great benefit to the community as well as the much needed improvements to the golf course.

From: [Robert McMinn](#)
To: [Stevens, Mike](#)
Subject: Town homes in Horn Rapids
Date: Thursday, April 22, 2021 2:12:33 PM

As a homeowner in Horn Rapids I would like to express my STRONG support for the 54 new town homes that Brad Rew, Owner wants to build. He has done a great job in keeping his commitment to improve our golf course so far, but it was neglected for years and needs a lot more. The new Town Homes will help him make those improvements and help keep our home's value.

Thank you, Brenda McMinn

From: [Richard and Laurie Baird](#)
To: [Stevens, Mike](#)
Subject: Virtual public hearing and optional DNS (PUD2021-101 & EA2020-133)
Date: Monday, April 26, 2021 6:38:15 PM

Mr. Stevens,

I would like to speak at the Virtual Public Hearing on May, 10, 2021, referenced above. I would also like to be notified of any decisions pertaining to this application.

Thank you,
Laurie Baird
firefoxme@msn.com

Sent from my iPad

From: [Joel Barber](#)
To: [Stevens, Mike](#)
Subject: Townhomes at Horn Rapids
Date: Sunday, April 25, 2021 6:25:13 AM

My husband and I support the proposed townhouse project at Horn Rapids by Brad Rew. Please approve the project which will be a great and tasteful addition to the community and help support the continued improvements to the golf course. Thank you. Yvon and Joel Barber
2644 Sandpiper Loop
Richland, Wa 99354

Sent from my iPhone

From: [Amy Barnett](#)
To: [Stevens, Mike](#)
Subject: Horn rapids town homes
Date: Tuesday, April 20, 2021 8:11:47 PM

I would like to voice disapproval of the plan for condos in Horn Rapids on the piece of property connected to the golf course. I don't want to see another round about. And I think it is extremely unfair to the home owners most affected. They are paying higher property taxes for the view they currently have and we're sold the homes as "view" lots. To have condos 6 foot from your back yard is ridiculous. I wouldn't be happy either. It also sounds like there are some other pieces to the history of that plot that really should be considered and honored. Please vote no on the additional condos as proposed. At the very least, I think a conversation and compromise should be attempted between Mr Rew and the homeowners being directly impacted by his proposal.

Sincerely,

Amy Barnett
Copperleaf Street, Horn Rapids resident

From: [Bauer](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Home Project
Date: Tuesday, April 20, 2021 2:29:50 PM

This letter is to voice our support for the proposed addition of town homes to the Horn Rapids golf course property. The addition of these town homes will allow the Horn Rapids neighborhood and the golf course to achieve the Richland City Planners vision for this “Master Planned Golf Course Community.”

We have been homeowners in the Horn Rapids neighborhood since 2004. We chose the Horn Rapids neighborhood over other golf course properties available in the Tri-Cities because we were attracted to the promise of a golfing focused community. This promise has not been achieved primarily because the previous out-of-town owner of the golf course had little interest to invest in the effort to develop a positive relationship with the homeowners nor to help the neighborhood grow.

Mr. Brad Rew, as the new golf course owner, has a comprehensive plan to positively grow the neighborhood. This will be accomplished by improving the housing options available to residents and by transforming the golf course and its facilities into a neighborhood asset. This will be an asset for both golfers and non-golfers, which is what it was originally intended to be.

The addition of town homes to the currently vacant property adjacent to the golf course will add an underrepresented housing option that allows a more carefree lifestyle. In addition to adding this lifestyle opportunity, the addition of these homes will eliminate what quite frankly is an eyesore at the main entrance to our neighborhood. Replacement of this eyesore with attractive landscaped townhomes that match the architectural style of the neighborhood will enhance both property values and pride in the neighborhood.

Please approve the proposal to allow the development of this property as town homes.

Roger and Sandy Bauer

2978 Redrock Ridge Loop

Richland, WA

From: [GREGORY BENNETT](#)
To: [Stevens, Mike](#)
Subject: HORN RAPIDS CONDOS
Date: Tuesday, April 20, 2021 2:27:55 PM

Please approve the construction of the Condos at Horn Rapids.

Greg Bennett

Sent from my iPad

From: [yang bin](#)
To: [Stevens, Mike](#)
Subject: public hearing
Date: Thursday, April 8, 2021 11:54:31 PM

Hi Mr. Stevens,

We are residents in Horn Rapids. We would like to participate the virtual public hearing and receive notices of any decisions regarding a planned unit development in Horn Rapids PUD2021-101 & EA2020-133.

How do we attend the virtual public hearing?

Thanks.

Lucy

From: [judy bircher](#)
To: [Stevens, Mike](#)
Subject: Townhouses in Hornrapids
Date: Sunday, April 25, 2021 8:24:26 AM

I'm sending this email to show support for the townhouses to be built in the Horn Rapids golfing community. I am not a golfer, but I think the town houses would be an asset and would help keep the course and community thriving.

Judy A. Bircher
2402 Delle Celle Drive
Sent from my iPad

From: [DICK AND LINDA BOEHNING](#)
To: [Stevens, Mike](#)
Subject: Town houses on horn rapids golf course
Date: Tuesday, April 20, 2021 1:51:51 PM

Please provide your approval for upgrade of golf course. This should be a non issue. Brad owns the golf course and is zoned appropriately.

Sent from my iPad

From: [Don Bogart](#)
To: [Stevens, Mike](#)
Cc: [Rosie Bogart](#)
Subject: Horn Rapids Golf Course Support
Date: Tuesday, April 20, 2021 4:12:13 PM

I have lived in the Horn Rapids community for 5 years and I'm excited for the upgrades that Brad Rew will be doing to improve the golf course. I fully support the upgrades that he is planning to do.

Rosie Bogart
2266 Copperleaf

Sent from my iPhone

From: [Jon Boisoneau](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids construction
Date: Thursday, April 22, 2021 8:51:37 AM

Mr. Stevens, A note to endorse the construction of the town houses proposed by Mr. Brad Rew for Horn Rapids Golf Course. My wife and I are very much in favor of this project.

Jon Boisoneau
2826 Riverbend Dr.
Richland wa

From: [Ron Bouslaugh](#)
To: [Stevens, Mike](#)
Subject: Town homes
Date: Tuesday, April 20, 2021 2:18:21 PM

As a Owner in Horn Rapids I'm totally for these 54 new Town Homes and upgrades to all systems and the course. We can't be that elite Course without all that Brad has stated. I think this would be an added increase to the communities desired lifestyle. All owners will only Prosper like the course itself.
That's a win, win!
Sent from my iPhone
Ron Bouslaugh

From: [Gerry Boyd](#)
To: [Stevens, Mike](#)
Subject: Town Homes
Date: Tuesday, April 20, 2021 1:23:38 PM

Let's get this done! Let's build!
Sent from my iPhone

From: [Brandi Brown](#)
To: [Stevens, Mike](#)
Subject: Townhomes
Date: Tuesday, April 20, 2021 5:07:53 PM

We are in support of the townhomes @ Horn Rapids.. we feel this is much needed in our community and will help improve the lives of people in the Tri Cities .. Thank you Brandi Brown

From: [James Buelt](#)
To: [Stevens, Mike](#)
Cc: [Brad Rew](#); [Rich Quadrel](#); [Jeff Riddelle](#)
Subject: Horn rapids golf course
Date: Tuesday, April 20, 2021 3:09:52 PM

I am writing you today as a private resident who enjoys golf in this wonderful city of ours. I have been a regular player and most times annual member at horn rapids since it's inception nearly 30 years ago. You may have heard that it's condition and reputation, especially with those outside our community, is wanting due to lack of resources to convert and maintain the course into the class facility for which it was envisioned. The sale of the course to a RIchland based business run by Brad Rew has the opportunity to provide just that. He has created a business plan and long term vision for the course that I, for one, believe in and that will convert and maintain the course into a condition that will not only represent our community well but attract visitors in large numbers. Imagine a pristine course bordered by natural areas of sagebrush, cacti, and natural grasses that harbor quail, curlew, killdeer, and cotton tail. Imagine also a world class clubhouse with a quality café/restaurant, lounge area, pro shop, and event center.

But none of this can happen without the help of the city and its leadership. Mr. Rew's business plan requires the construction of approximately 50+ units of townhouses along the 18th fairway to generate the revenue for the necessary improvements. There has been opposition by some of the residents whose view of the course would be moderately impacted. But those impacts have been moderated and there is a growing voice of support and excitement by people such as myself for the overall improvements that this venture would accomplish. I ask that you thoughtfully consider Brads business plan and all the benefits that it will bring to the golf course, the horn rapids homeowners, and the city as a whole.

Please know that I fully support brads proposal and I thank you for your consideration. Please feel free to share my email with anyone on the planning commission, city council, or elsewhere that you deem appropriate.

Jim Buelt
[2448 Pershing Ave](#)
[Richland](#)
[509-375-1826](#)

Sent from my iPhone

From: [Ken Burk](#)
To: [Stevens, Mike](#)
Cc: [Ken Burk](#)
Subject: Town Houses at Horn Rapids
Date: Tuesday, April 27, 2021 8:07:07 AM

Mr. Stevens,

For the last two or three years, residents at Horn Rapids have watched the gradual improvement to the golf course within the community. I have heard positive reviews from both golfers and non-golfers. I believe this amenity, positioned in the middle of our community, has direct impact on property values for all residents within.

For that reason, I am writing to you to say that I believe the developers application for the 54-unit Planned Unit Development should be approved. Many in the community are eager to see HJBT Properties move forward with this plan.

As Horn Rapids continues to grow, the golf course has clearly been impacted. And visa versa, the condition of the course can contribute to the growth. I watch every day new streets being constructed as the developer readies the land for 60+ more new homes in Quail Ridge. Likewise, the course must continue with its planned improvement.

I understand that it is a complicated issue, and that a very small number of existing homes will be impacted. However the overall improvement to the community, and the resulting return on investment to the golf course, will make Horn Rapids a truly desirable golf community and an asset to the greater City of Richland.

I look forward to your comments and decision. Thank you for your time!

Sincerely,
Ken Burk
Richland Resident since 1974
Horn Rapids Resident since 2014
Horn Rapids Players Club Officer

From: [Bush, Benjamin Don](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Tuesday, April 20, 2021 1:24:40 PM

As a resident at Horn Rapids (2753 Walking Stick Ave) I greatly support the approval of 54 townhomes to be constructed. Please allow this to go through so the betterment of our community can continue.

Thank you
Benjamin Bush
ASWSUTC Finance Manager
Patriots Club President
USMC Veteran

"I like the stock" - Keith Gill

From: [Christopher Hart](#)
To: [Stevens, Mike](#)
Subject: Please Support Townhomes in Horn Rapids!
Date: Wednesday, April 21, 2021 7:17:17 AM

Hello,

Please do provide your support for the development of townhomes at Horn Rapids!

We believe it is crucial to keep the quality of the course and neighborhood up to standards and to maintain our property values!

Regards,
Chris Hart
3102 Wild Canyon Way

From: [Jim Cach](#)
To: [Stevens, Mike](#)
Subject: Proposed town homes in the Horn Rapids area adjacent to the Horn Rapids Golf Course
Date: Tuesday, April 20, 2021 1:18:32 PM
Attachments: [image001.jpg](#)

I live at 2353 Eagle Ridge Court in the Horn Rapids development and I am very much in favor of this project being approved. This is going to be a wonderful addition to the area and I'm hopeful that the council approves the request. It will serve as a catalyst to some upgrades that should benefit the entire community.



Jim Cach, SW Region Operations Mgr

Coleman Oil Company

529 E. Kennewick Avenue, Kennewick, WA 99336

Direct 509.396.2177 **Toll Free** 888.799.2000 **Fax** 509.586.7039

Email jim@colemanoil.com **Web** www.colemanoil.com

From: [Kelly Cameron](#)
To: [Stevens, Mike](#)
Subject: Townhomes at Horn Rapids
Date: Tuesday, April 20, 2021 1:17:54 PM

As a homeowner in Horn Rapids I fully support the construction of the 54 townhomes project put forward by Brad Rew.

Kelly Cameron
2972 Redrock Ridge Loop
Richland

From: [JUDY CARLSON](#)
To: [Stevens, Mike](#)
Subject: Horn rapids townhomes
Date: Saturday, April 24, 2021 8:29:42 AM

We have been residents of Horn Rapids for almost 26 years and we support
The building of the townhomes.
Gary and Judy Carlson

From: [Carol Libby](#)
To: [Stevens, Mike](#)
Subject: Hearing Examiner Meeting May 10, 2021
Date: Monday, April 12, 2021 1:19:53 PM

Hi Mike, we would like to sign up to give our comments on the Horn Rapids 54 Unit Townhome Project. It would be for either Larry or Carol Libby, 2840 Crosswater Loop.

Can you confirm that we are on the list? I don't see a place to sign up online.

We will also send our comments for the staff report to you later this month.
Thanks so much,
Carol Libby

Sent from my iPad

From: [lorene castillo](#)
To: [Stevens, Mike](#)
Subject: Town homes
Date: Tuesday, April 20, 2021 1:12:56 PM

Me and my family live at Horn Rapids and we are 100% behind supporting the townhomes for a better community we appreciate you thank you very much.

Sent from my iPhone

From: steveconaway@charter.net
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Condos & Parking Lot
Date: Sunday, April 25, 2021 7:47:37 AM

Mr. Stevens,

I have two quick, simple questions. 1; how many feet will there be between the edge of the proposed parking lot (not the property line) and the property lines of the houses on Prestwick Drive that will border the parking lot?

2; The same question applies. That distance between the new proposed Club House and the adjacent houses on Prestwick Drive?

Please reply, thank you very much.

Steve Conaway
A very concerned Prestwick Homeowner

From: [Daniel Connell](#)
To: [Stevens, Mike](#)
Cc: brad@hornrapidsgolfcourse.com
Subject: Horn Rapids town houses
Date: Tuesday, April 20, 2021 2:32:26 PM

Please support improvements to our community by supporting the 54 townhouses proposed for Horn Rapids. These townhouses will support improvements at the horn Rapids golf course and improve property values in and around horn Rapids. Thank you very much.

Dan Connell

Lifetime Richland Property Owner

5093665880

From: [Michael Cook](#)
To: [Stevens, Mike](#)
Cc: [Michael Cook](#); [Shari Cook](#)
Subject: Townhomes at Horn Rapids
Date: Wednesday, April 21, 2021 7:58:51 AM

Good morning Sir-

My wife and I would like to express our strong support for the construction of new townhomes at Horn Rapids.

My wife and I have seen many improvements to the Horn Rapids area since moving here from Kennewick three years ago: new roads, new homes, new businesses, and big improvements in infrastructure and landscaping.

This place keeps getting better. Adding the townhomes fits right in with the progress made recently.

As 50+ year citizens of Richland my wife and I strongly urge approval of these homes.

Respectfully,
Mike and Shari Cook
2707 Eagle Watch Loop

Sent from my iPad

From: [Daniel Coughlin](#)
To: [Stevens, Mike](#)
Subject: Support for Horn Rapids Town Homes
Date: Tuesday, April 20, 2021 1:25:27 PM

Dear Sirs and Madame of the Richland Planning Commission,

We would like to register our support for Brad Rew's proposed addition of town homes to the Horn Rapids golf course property. The addition of these town homes will allow the Horn Rapids neighborhood and the golf course to achieve the Richland City Planner's vision for this "Master Planned Golf Course Community."

We have been homeowners in the Horn Rapids neighborhood since we relocated to the Tri-Cities in 2016, and our house borders the golf course. We are quite concerned that Horn Rapids will become the next of 200 golf courses that fail each year, a phenomenon known as the "[dead golf course](#)". The subsequent loss of property value is often in the range of 25%, and Horn Rapids' failure would affect hundreds of properties (and their owners and tax bases) in the neighborhood. Further, if the failed course were not maintained, wild fire hazard would become extreme and pose a real threat to thousands of residents.

Mr. Rew, as the new golf course owner, has a comprehensive plan to positively grow the neighborhood that enables him to keep the golf course operational. This will be accomplished by improving the housing options available to residents and by transforming the golf course and its facilities into a neighborhood asset for golfers and non-golfers alike - as it was originally intended.

We strongly support Mr. Rew's proposed project and ask that you please approve his proposal to allow the development of this property as town homes. The plan to build townhomes in a small part of the neighborhood to ensure the entire golf course remains viable is a good one and one that we strongly support.

Thank you for your consideration,

Jessica & Dan Coughlin

3106 Bluffs Dr.

Richland, WA 99354

From: [Dan Brown](#)
To: [Stevens, Mike](#)
Subject: 54 Townhomes
Date: Tuesday, April 20, 2021 5:13:41 PM

We support the approval of the 54 Townhomes @ Horn Rapids all the way.
This is the type of growth, opportunity, and vision this community needs!

Thank you,

Dan

From: [Tommy Dabling](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids town houses
Date: Friday, April 23, 2021 4:52:21 AM

To whom it may concern,

As a 4th generation Richland native i support Bradley Rew in his endeavor to create new and seemingly more affordable housing for generational locals with his plans of building 54 townhouses, by a premier home builder in or near a premium neighborhood giving access to a variety of new and exciting public accommodations. It seems that there is some outcry in regards to these plans, but it would seem that these ideas are misguided and are actually a form of housing inequality.... we deserve premium mid level accommodations in our own back yard, we're being priced out. I support Brad Rew.

Thank you.
Tommy Dabling

Sent from my Sprint Samsung Galaxy S10+.

From: [Mike and Judi Dahl](#)
To: [Stevens, Mike](#)
Subject: Town homes at Horn Rapids
Date: Tuesday, April 20, 2021 1:50:20 PM

Hello,

I am 100% in favor of the 54 town homes waiting to be built with approvals from the City of Richland for Horn Rapids Golf Course. Owner Brad Rew has worked extremely hard in getting the golf course in great shape and the town homes will only beautify our community, especially where they are planned for. The area where they are to be built has been an eyesore for many years. Please approve, as I know they will be aesthetically pleasing to the eye and will only make our own property values increase.

Thank you for your support,

Judi Dahl
2675 Stonecreek Dr.
Richland

From: [Dennis Dauble](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids townhouses
Date: Tuesday, April 20, 2021 8:34:13 PM

I support the building of 54 townhouses at the Horn Rapids development. Their construction will add to options for folks who want to live in the development and don't wish to purchase a home or live in an apartment building across the highway. Profit from selling the homes will be fed into the golf course which badly needs an upgrade.

Thanks,

DDD

From: [Sheri Dawson](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids townhome development
Date: Tuesday, April 20, 2021 6:40:49 PM

I am a homeowner in Horn Rapids and I would like to see the completion of these townhomes. In fact I am considering downsizing to the townhomes once they are finished.

The property owner intends to make major improvements at the golf course which in turn will increase our home values.

Sheri Dawson
3100 Bluffs Drive
Richland, WA 99354

Get [Outlook for iOS](#)

From: [Davis, Deanna](#)
To: [Stevens, Mike](#)
Subject: RE: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD
Date: Monday, March 29, 2021 1:57:50 PM
Attachments: [image001.png](#)
[image002.png](#)

Mike,

The entire area of the Horn Rapids Master Planned community to include this new PUD is within the 10 mile Emergency Planning Zone for the Columbia Generating Station. This area is designated as Section 3B of the Emergency Planning zone, and as such may be subject to evacuation in the event there is a radiological emergency at the Columbia Generation Station. Pursuant to RMC 23.28.020(B)(11) – my concern is on egress routes in the event of an evacuation – how many egress routes are there in this area now?

My office does a fair amount of emergency planning specifically for this area, there are sirens in place in the surrounding area that would warn the residents of Horn Rapids of an emergency and we provide an annual calendar to all residents in this area as well as CGS sends a quarterly newsletter with information for residents of the emergency planning zone. I really need to know **when** these homes are ready for occupancy so I can make sure the addresses are included in our database.

Thank you for your consideration,



Deanna Davis
BCEM Manager
625 Swift Blvd, MS-36 | Richland, WA 99352
(509) 628-8092 Cell (509) 380-4522

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Monday, March 29, 2021 11:41
To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Blaine Broberg, KID <bbroberg@kid.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda

Coleman <florinda.coleman@co.benton.wa.us>; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gregory Goodwin, Ziply <gregory.goodwin@ziply.com>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <jmcsbane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <jerrod.macpherson@co.benton.wa.us>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Joseph Cichy, Ziply <joseph.cichy@ziply.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; M. Deklyne <mjdekyne@bpa.gov>; MAP <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Gates, Sarah <S.Gates@BCES.WA.GOV>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; 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>; T.S. "Max" Platts <PlattsT@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; West, Julie <jwest@ci.richland.wa.us>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>

Subject: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD

Attention:

Attached to this and the following 2 emails you will find the Notice of Application, SEPA Checklist and related information for a proposed Planned Unit Development within the City of Richland named "The Links Residence at Horn Rapids PUD". The City of Richland is utilizing the Optional DNS Process outlined in WAC 192-11-355. As a result, this may be your only opportunity to comment on the environmental impacts of the proposed development. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written

comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

Richland



Mike Stevens

Planning Manager

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

(509) 942-7596

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From: [Bob and Betty Diehm](#)
To: [Stevens, Mike](#)
Date: Wednesday, April 21, 2021 8:02:53 AM

I live in horn rapids and love our community. I am sending this in support of Brad Rew and the townhomes he wants to build. Not only will the community be developing an eyesore area, but will bring more affordable housing to a wonderful place to live. It also will make funds available to upgrade the golf course and it's surrounding. With all this, our home and community values will remain, if not increase in worth.
Thank you in advance.

From: [Jo Dunn](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhomes
Date: Tuesday, April 20, 2021 7:27:37 PM

I would like to enthusiastically voice my support for the new townhomes at Horn Rapids. These will be an outstanding addition to our community. A few have voiced concerns about an imaginary affect on our quality of life with these additional homes. That is such a ridiculous concern considering the 750 new homes currently being built here. I am also very curious as to why getting this project approved has taken two YEARS! I have written other letters and attended two council meetings which were packed by people supporting this project. Meanwhile, Palisch Homes doesn't seem to be having any trouble getting permits for their hundreds of homes. There are many many residents who would like an answer to that question. Again, I totally support this project. Sincerely, Jo Dunn

From: [abdunning](#)
To: [Stevens, Mike](#)
Subject: SUPPORT FOR HORN RAPIDS LAND USE CHANGE
Date: Tuesday, April 20, 2021 9:49:48 PM

My wife and I strongly support the proposed change in Land Use as necessary to allow for the construction of the proposed condominiums. The addition will allow additional golf course living opportunities which are limited in this area.

The proposed change and resulting condominiums will support the new found life of the Horn Rapids golf course. The added revenue from the construction and sale of the units will ensure the future health of the golf course. The health and future of the golf course is vital to the maintenance and increase in the property values of the 1200 properties at the Horn Rapids development.

If the proposed change is not approved and the resulting condominium not constructed the golf course and surrounding properties will be negatively impacted. The delays suffered to date have already impacted the near term progress and improvements.

Please approve the proposed change and support the enhancement to not only Horn Rapids but additionally the city of Richland. Absent the approval of the proposed change and resulting units the future of the golf course may well resume the earlier deteriorating spiral it was in prior to the new ownership. The golf could well turn from one of being an asset to property values to that of a liability.

Respectfully,
Abel and Shula Kaye Dunning
Horn Rapids residents since 2009

Sent from my Sprint Phone.

From: dunnville@charter.net
To: [Stevens, Mike](#)
Subject: Horn Rapids condos permitting
Date: Monday, April 26, 2021 9:16:27 AM

M. Stevens,

I am writing concerning the permitting process that Brad Rew has been going through to build condos on property he owns as part of the Horn Rapids golf course. Home owners at Horn Rapids have turned out in mass, including at City Council and Planning meetings, in support of this change. This has been a two year process, so far. It is time for the City of Richland to issue the required paperwork so this can move forward.

Why has this process taken so long? Palish Homes seems to be able to get the required paperwork to build hundreds of home at Horn Rapids.

Issue the required paperwork and let's move on.

Robert Dunn
2820 Riverbend Dr
Richland, WA

From: [Eileen G.](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Development Proposal
Date: Wednesday, April 21, 2021 10:56:30 AM

Dear Mr. Stevens,

I am writing to express my concerns about the intended golf course development. My husband and I have lived on Troon Court in Horn Rapids for nine years. While we understand the golf course owner needs to build townhouses to fund the operation, upgrades, and continued maintenance of the golf course, I believe the development plan, as it is now, is too detrimental and destructive. While we are supportive of the golf course, I am concerned about several things in the current plan, including the environmental impact.

- Destroying the trees and natural desert areas are a concern. The natural areas have allowed us to enjoy many, and unusual, birds and other interesting creatures. The trees, brush, desert life and natural wildflowers are wonderful and should be protected. These areas are home to wildlife, also deserving of protection.
- Horn Rapids is a well-planned community with some open space, but not much. Cramming 52 additional households into a very full, well developed, established community is irresponsible and unfair to current residents.
- The proposed units are not crammed into just any space, but into the front entrance of the community. This means potentially an additional 100+ individuals entering and leaving through the main entrance. Bottlenecks will occur at the entrance and hazards increase when people, racing to get to work, realize they are going to be delayed with a line getting through the exit. Some will decide to turn and race through the residential streets to get to the second entrance. That is when accidents happen.
- This main area is also where the pool, tennis courts, basketball courts, pic-nic area and green belt are located. Children ride their bikes to the pool and play on the courts and in the green belt. Kids and bikes, couples walking hand in hand, parents with strollers, dog walkers, runners. People traverse and congregate in that area that will become the community and traffic route for 52 additional households. Our common areas will become hazardous zones. We will lose the beautiful flowering trees that currently line our walk and instead of enjoying the view and scent of fragrant blossoms, be focused on dodging cars and people as we attempt to safely navigate through an overcrowded, overbuilt community.
- Along this same area where the above mentioned occurs, the plan, as proposed, includes a parking lot with 100 spaces. This expansion of the current, small lot will back right up to the backyards of the Prestwick neighborhood. With golfers, golf tournaments, banquet events, and residents, the traffic and noise of that parking lot will damage the quality of life for Prestwick residents, many of whom are senior citizens.
- The large parking lot will also be in the main area where, again, we have kids, bikes, runners, walkers, and at the far end, a pond. Senior citizens with walkers, on riders, or in wheelchairs cross that street to visit the pond. Children run around the pond watching the

ducks. The planned parking lot will be directly across from the pond and diagonally across from the pool. This is a hazardous mix of activities, particularly concerning for parents of small children. Please see the linked article from **KEPR News** regarding the hazards of parking lots for small children.

[Police warn about parking lot dangers after toddler struck and killed at apartment complex | KEPR \(keprtv.com\)](http://www.keprtv.com/Police-warn-about-parking-lot-dangers-after-toddler-struck-and-killed-at-apartment-complex/)

- Many residents will suffer losses, both in terms of quality of life and home values. Crosswater residents, not two as originally planned, but now eight, will be blocked entirely from their current view and will have buildings and a roundabout at their back door. Other residents, such as those of us on Troon, Hawkstone, Sawgrass, and Boulders will have our views impacted by the buildings and, even more concerning, by the road and roundabout.
- The planned street brings street noise far closer to our homes than we could have ever anticipated when we purchased our house. We carefully considered street noise when making our home purchase. It was one of our top priorities. We never had any expectation of a golf course putting in a road and roundabout. It seems like that should be impossible in an established golf course community.
- The roundabout will not only be noisy, but the headlights at night will change our relaxing outdoor evenings. We just spent a great deal of money improving our outdoor living area. What a waste that will turn out to be if we will now look at buildings, a road, and rotating headlights as drivers pass through the roundabout.

I respectfully submit the above for consideration and request that the city ask the golf course owner for modifications to make this plan less impactful and invasive.

Respectfully,

Eileen Griffin

From: [Mike Elsen](#)
To: [Stevens, Mike](#)
Subject: Townhomes in Horn Rapids
Date: Tuesday, April 20, 2021 9:22:34 PM

I'm a Horn Rapids resident - and I am in favor of the 54 townhomes being proposed. I have lived out here for 10 years and golfed at the golf course 3 times (twice this year). The course is in pretty horrible shape and if the townhouse construction allows the golf course owner to raise some capital and apply that money toward course improvements - I am in favor.

If his promise turns out to be a ruse ... well then shame on me for buying into his story.

Thank you.

Mike Elsen

Sent from my iPhone

From: [Casey Emery](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Houses
Date: Tuesday, April 20, 2021 9:00:57 PM

I support the construction of the town houses at Horn Rapids.

Casey Emery
Horn Rapids residence

Sent from my iPhone

From: [Tim Emsley](#)
To: [Stevens, Mike](#)
Subject: New Housing Horn Rapids
Date: Tuesday, April 20, 2021 1:29:44 PM

I am writing today to express support for more new construction housing, particularly Multi-Family construction in the Richland Horn Rapids market.

Construction is important to local economies as the increase in housing supply keeps Rents and pricing in check, as well as the Construction itself creates jobs and injects spending into the local economy as these new dwellings and their families will be consuming local goods and services.

As populations grow, new residential construction plays a crucial role and our Nation's housing stock overall is in short supply. This lack of supply supports the trend to force homeowners to the outer fringe locations to find affordable housing, thus creating this super commuter population which does not support the economic efforts of the cities in which they work.

Please consider these positive points expressed when considering the request for townhome construction in the Horn Rapids development.

Thank you for your support,

Tim Emsley
President
BEL-RED ELECTRIC SERVICE, INC
(425)883-7178

From: [Don Farmer](#)
To: [Stevens, Mike](#)
Subject: Support for Town Homes To Be Built At Horn Rapids
Date: Sunday, April 25, 2021 10:40:56 AM

Good morning Mike,

I am sending you this email to let you know that I strongly support the plan to build 54 new town homes at the Horn Rapids Golf Course. I feel this will enhance the City of Richland economy. It will also help improve the Horn Rapids golf course which will draw more tourists to our City thus helping the City's economy (motels, restaurants, etc.)

Should you have any questions about this matter, please do not hesitate to contact me.

Donald Farmer
3240 Wild Canyon Drive
Richland, WA 99354
(509) 551-4922

Sent from Don and Carol's iPad

From: [Lar Bob](#)
To: [Stevens, Mike](#)
Subject: Support Brad Rew's 54 Apartments Construction
Date: Tuesday, April 20, 2021 7:59:42 PM

Mr Stevens.

I support Brad's quest to have his planned Horn Rapids Apartments approved by the City.

Two reasons:

1) Brad has put his money where his mouth is in improving his Horn Rapids Golf Course. The condition is as different as night and day from what shape the Golf Course was to now. He has spent a lot of his own money improving the Golf Course in every way.

Why is this fact important? Because my wife and I own a Condo in Florida and have noticed several Golf Courses there have failed and the holes were turned into new houses. Their existing home owners were the last to know of this sudden change which lowered their home values substantially.

We don't want that to happen to our beautiful Horn Rapids Golf Course since our backyard faces Hole #10. I believe Brad Rew when he says he can't keep spending money on fixing up our Golf Course without the income he would receive from construction of his new Apartments. The Golf Course may someday be self sufficient but not for several years which again depends on more golfers who will mostly be Horn Rapids residences.

2). The folks on Cross Water who are doing the loudest complaining have a right to be heard. But my issue is not with them but of the Realtors who sold them Golf Course facing backyards. I have worked for the City of Idaho Falls, Idaho and I know municipalities such as the City of Richland make zoning changes all the time. I say shame on the sleazy realtors who sold a bill of goods to the Cross Water residents that they would have golf course views forever.

Its simple: as a City expands, former vacant ground becomes residential neighborhoods, which then support more high density building such as apartments as more people come to those areas. And such areas then support gas stations and new apartments like across HWY 240 to the East of Horn Rapids.

My question for the City is: What is the difference in approving zoning higher density Apartments across HWY 240 and the Apartments Brad Rew wants to construct on Golf Course lands he owns? Horn Rapids is experiencing high demand for housing and this step is inevitable.

Sincerely, Larry and Christine Felton
2557 Tilden Court
Richland, WA

From: [Bernie Femreite](#)
To: [Stevens, Mike](#)
Subject: Town houses at Horn Rapids golf course
Date: Wednesday, April 21, 2021 11:21:32 AM

A housing development on the golf course is not consistent with the overall plan for the Horn Rapids Community. This proposed development is simply to supply cash flow to the golf course. There is a lot of land in this section of town to build on, without putting housing directly on the golf course. The location of these townhouses block views and access to the golf course for several existing properties whose owners purposely purchased view lots on the golf course. The golf course owner should not be allowed to rob these owners of what they purchased.

Regards

Bernie Femreite

Horn Rapids Community

Richland, WA

From: [Damon Filan](#)
To: [Stevens, Mike](#)
Subject: 54 town homes project
Date: Tuesday, April 20, 2021 1:19:09 PM
Attachments: [image001.jpg](#)

I support approving the 54 town home project near Horn Rapids Golf course. It would raise revenue for some major improvements to the golf course. Repair and installation of an improved irrigation system, allow improvements for cart paths and better carts.

Thanks for your consideration. Damon Filan

Damon Filan
Office 509-545-0900
600 Tank Farm Road,
Pasco,WA 99301



From: [Jim Fulton](#)
To: [Stevens, Mike](#)
Cc: [Jim Fulton](#); [Sharon Fulton](#)
Subject: Support for Development of Horn Rapids
Date: Thursday, April 22, 2021 6:45:21 PM

Mr. Mike Stevens
Planning Manager
City of Richland, WA

My wife and I are writing to voice our collective support for the continued development of Horn Rapids community, including completion of the 54 town homes planned for housing expansion. We believe this addition of Town Homes will substantially and positively benefit our area's current shortage of housing and attract local and regional interest in that community. Additionally, we feel the Horn Rapids community is a great asset for the region and reflects positively on the viability of the Tri-Cities, for people looking for an area to locate.

We currently reside in Benton County and own property at 106206 E. Tripple Vista Drive. We have multiple sets of friends who live in the Horn Rapids Community and enjoy socializing with them and golfing at the Horn Rapids Golf Course. This addition of 54 residences would also benefit the course's continuing enhancements.

Thank you for considering, and reflecting our support for this expansion, in your City's planning.

Have a great day

Jim and Sharon Fulton.

From: jgearheard@charter.net
To: [Stevens, Mike](#)
Subject: Horn Rapids 54 Town Homes
Date: Thursday, April 22, 2021 1:18:20 PM

This email is written in support of Brad Rew and his plan to build 54 town homes in Horn Rapids. The Town Homes would support his plans for the golf course and we are in full support of his efforts. Please approve the construction of these homes, which will not only benefit Horn Rapids, but the City of Richland as well. Thank you.

Jim and Julie Gearheard (509-420-4219)

From: [Malena Grail](#)
To: [Stevens, Mike](#)
Subject: The Links Residence at Horn Rapids
Date: Wednesday, April 21, 2021 11:05:00 AM
Attachments: [image001.png](#)
[image002.jpg](#)
[image004.png](#)
[image006.png](#)
[image008.jpg](#)

Hello Mr Stevens,

I am writing you today as a home owner of two separate residences in the Horn Rapids Community.

We purchased our home here in late 2017 on the golf course, we had looked at several other golf communities throughout the area from Canyon Lakes, Sun Willows, Meadows and Columbia Point.

In our search we found that the Horn Rapids community really fit our long term goals for a great place to retire someday.

We liked it so well we bought a home for my father a home here as well in 2019.

As a lender I truly appreciated the diversity of the community from starter homes to luxury homes.

That being said we did our due diligence, we were aware the golf course was struggling and was for sale.

We purchased despite the risk that the course might not be here ...

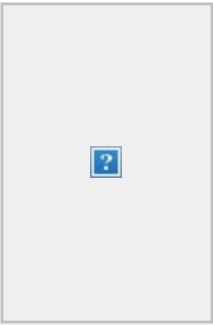
My husband and I are very much in support of the proposals presented by HJBT Properties.

We feel adds to the diversity of the community and the best use of the space in question.

As well as an added value to the City of Richland community overall.

Thank You





Malena Grail
Loan Consultant
NMLS ID #432351
8121 w Quinault Ave. Suite a
Kennewick, WA 99336

Direct: 509-579-3312
Cell: 509-578-1255
Fax: 844-867-6804



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From: gsgraves@charter.net
To: [Stevens, Mike](#)
Subject: proposed town homes in horn rapids
Date: Wednesday, April 21, 2021 6:21:25 AM

I support the proposed town homes in horn rapids. In fact, I wonder why the approval has not already been given.

Sandy Graves
3146 River Park Drive
Richland, WA 99354

From: [Stan Hages](#)
To: [Stevens, Mike](#)
Subject: 54 Town Homes in Horn Rapids community
Date: Tuesday, April 20, 2021 9:24:03 PM

I am voicing my support for the 54 Town Homes to be built in the Horn Rapids area. A great opportunity for Richland & the Tri Cities!

From: [David Haller](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Wednesday, April 28, 2021 9:15:46 AM

Mr. Stevens,

I am writing this message to voice my strong support for the proposed townhomes project at Horn Rapids. My wife and I have been residents in Horn Rapids for six years. Our home is on Crosswater Loop.

We are anxious to see the improvements to the community and the golf course. All of which will be supported by the development of these townhomes. Hopefully, we will have your support and the city of Richland's approval to move forward with the project very soon.

Thank you for your consideration.

David and Robin Haller

From: [Karen Harper](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids golf course
Date: Tuesday, April 20, 2021 4:43:18 PM

I am sending this email to support Brad Rew, owner of Horn Rapids golf course. Brad is a local Richlander making his mark here. Brad has really wonderful ideas to improve this golf course to make our city proud of having it in the lineup of golf courses available to the public. The townhomes will complete one stage of his ideas and I fully support his visions. All his ideas will increase our home values after the improvements are made, and the golf course reputation grows for the better. Everyone wins with that. Please support his ideas for grooming Horn Rapids to be a great community golf course and also a great place to live. Thank you

Karen Harper
2598 Tilden Court
Richland WA

Sent from my iPhone

From: [Dana Hart](#)
To: [Stevens, Mike](#)
Subject: Horn rapids homes
Date: Tuesday, April 20, 2021 3:41:50 PM

My husband and I live in Horn Rapids and are so excited about the townhomes that could be built near the entrance. We are very much in support of them being built.
If you have any questions feel free to email.
Thank you,
Dana Hart

Sent from my iPhone

From: [Dan Hester](#)
To: [Stevens, Mike](#)
Subject: Townhomes at Horn Rapids.
Date: Wednesday, April 21, 2021 2:15:17 PM

Please add my name to the list of supporters for the townhouse project at Horn Rapids.

[Sent from Yahoo Mail on Android](#)

From: [Tommy Hogg](#)
To: [Stevens, Mike](#); [Hun Nay Nay](#)
Subject: Horn Rapids Town Homes Support
Date: Tuesday, April 20, 2021 1:23:34 PM

My family and I recently joined Horn Rapids Golf Club after being long time members at other good courses in the area (Columbia Point and Sun Willows). We believe with additional revenue streams to support further improvements that Horn Rapids will be the premier public golf course in our region. We wholeheartedly support and embrace the additional town homes at the Horn Rapids Golf Course development to make this become a reality.

Thank you for your time and consideration.

Sincerely,
Thom and Brandee Hogg

From: [Rob Holloway](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhomes
Date: Wednesday, April 28, 2021 9:11:48 AM

To Whom It May Concern:

My wife and I both support the building of the townhomes in Horn Rapids. We believe these will enhance the community and the golf course we live in.

Rob and Dona Holloway
3021 Riverbend Drive
Richland WA 99354

Sent from my iPhone

From: [JEFF HUNTER](#)
To: [Stevens, Mike](#)
Subject: May 10 Public Hearing
Date: Sunday, April 25, 2021 6:04:26 PM

Mike,

My name is Jeff Hunter, I live at 2864 Crosswater Loop Richland. I would like express my views on the Links Residence at Horn Rapids development at the May 10th virtual Public Hearing meeting.

I am opposed to lifting any deed restriction that would not leave open space between Crosswater Loop and the Links development.

Thank you.

Regards,

Jeff Hunter

From: [Jacqueline Simpson](#)
To: [Stevens, Mike](#)
Subject: Town home development: Horn Rapids Golf Course
Date: Wednesday, April 21, 2021 1:45:11 PM

I support the above development, however, I have questions about traffic impacts and how congestion during construction will be handled. Thanks,

Sent from Yahoo Mail on Android
Jacqueline Simpson
2372 Copperleaf Street
Richland WA 99354
210 767-2962

From: [JD PETERS](#)
To: [Lukson, Ryan](#); [Kent, Sandra](#); [Thompson, Bob](#); [Boring, Marianne](#); [Lemley, Phillip](#); [Christensen, Terry](#); [Alvarez, Michael](#); [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Townhome Development Update
Date: Wednesday, April 21, 2021 3:34:56 PM
Attachments: [Notice of Application.pdf](#)
[PUD2021101_ReferralPacketF_Townhome layout.pdf](#)
[Townhome plans.pdf](#)
[September 17 2019 Council Meeting Minutes.pdf](#)

Richland City Council Members:

We just wanted to give you an update as to the status of the Horn Rapids Golf course townhome development. As you recall, at the September 17, 2019, City Council meeting, you approved the Comprehensive Plan amendment being sought by Brad Rew the owner of the golf course. As you may recall, the neighbors on Crosswater Loop spoke in favor of the amendment but also asked the City Council to abide by the restrictive deed that was in place to prevent townhomes from being built right in front of our golf course view properties. The council directed Brad Rew to work with the neighbors on a compromise (see pages 7 & 8 of the attached minutes for your comments). Right after that meeting, we reached out to the Rews to begin working on a plan that all of us could live with. We attempted numerous times to contact the Rews and unfortunately, we never heard from them. We were all frustrated with their lack of involvement with us. We finally quit reaching out since we believed the Rews were not interested in reaching a compromise since they would not contact us.

So fast forward to April 1, 2021. The Crosswater Loop neighbors all received the attached notice from the City of Richland as to the application by the Rew's to move forward with the development. We thought at first it was an April's Fools Day joke but realized this was not the case. We obtained their plans and design and were shocked by what they are proposing. The plans are far worse than the original plans we had been working with the Rew's on in 2019. If you look at the layout, you now see more townhomes impacting far more neighbors. In addition, the homes are now two-story and they include a roundabout right out our backdoors that will certainly have vehicle headlights shining into our bedroom windows at all hours. I have attached their proposed layout design and the townhome design for your information.

We will all be attending the hearing on May 10th opposing the application based on the Rews current design. We were all hopeful that the Rew's would work with us, but that is not happening, so we must protect our property values and rights as best we can. We were hopeful that the compromise that Mike Stevens, your Planning Department Manager, first proposed to us and the Rew's would be acceptable to the Rew's. The Crosswater Loop neighbors are ready to accept Mike's compromise plan, but the Rews have other ideas and they have never contacted us or discussed any other options with the Crosswater Loop residents.

We know that this issue will come before the City Council at some time in the future and we are hopeful you will continue to support the compromise process.

Thanks for listening and if any of you would like to discuss this situation with me and/or the Crosswater Loop neighbors, please reach out to me and I will make this happen.

Jerry and Louise Peters
2846 Crosswater Loop
1-509-491-3833



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

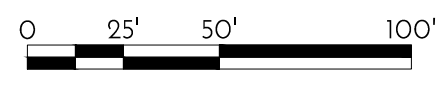
Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101





OVERALL ARCHITECTURAL SITE PLAN
1" = 50'-0"



LOT SIZE TABLE								
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,634	2,890	19	3,480	1,736	37	4,133	2,389
2	3,692	1,948	20	5,222	3,478	38	3,481	1,737
3	3,715	1,971	21	4,301	2,557	39	3,481	1,737
4	4,176	2,432	22	3,874	1,330	40	4,380	2,636
5	4,324	2,580	23	3,874	1,330	41	4,882	3,138
6	4,084	2,340	24	4,414	2,670	42	4,973	3,229
7	4,185	2,441	25	5,088	3,344	43	5,357	3,613
8	5,045	3,301	26	4,281	2,537	44	4,621	2,877
9	6,565	4,821	27	4,244	2,500	45	4,308	2,564
10	4,037	2,293	28	5,026	3,282	46	4,679	2,935
11	4,037	2,293	29	4,345	2,601	47	4,449	2,705
12	5,768	4,024	30	3,480	1,736	48	4,041	2,297
13	4,415	2,671	31	3,480	1,736	49	4,538	2,794
14	3,480 *	1,736	32	3,972	2,228	50	8,814 **	7,070
15	3,480 *	1,736	33	3,977	2,233	51	4,678	2,934
16	4,133	2,389	34	3,481	1,737	52	5,171	3,427
17	4,133	2,389	35	3,481	1,737	53	3,631	1,887
18	3,480 *	1,736	36	4,133	2,389	54	4,087	2,343

NOTES: * DENOTES SMALLEST LOT SIZE **DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,356 SQ FT

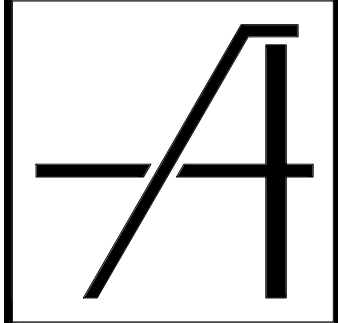
SITE ACREAGE & DENSITY

- TOTAL RESIDENTIAL SITE ACREAGE: 316,871 SQ FT (7.27 ACRES)
- TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
- PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE, ALSO SEE KEY NOTE 10.
- DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65,830 SQ FT (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE.

KEYED NOTES

- 24'-0" WIDE PRIVATE DRIVE
- 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-52 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354

p: 509. 946. 4189
f: 509. 943. 1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

OVERALL ARCHITECTURAL
SITE PLAN

CAD FILE:
4018A0001_SP.dwg

DESIGNED: JMA/KAS

DRAWN: KAS

CHECKED:

DATE: 2020.Dec.18

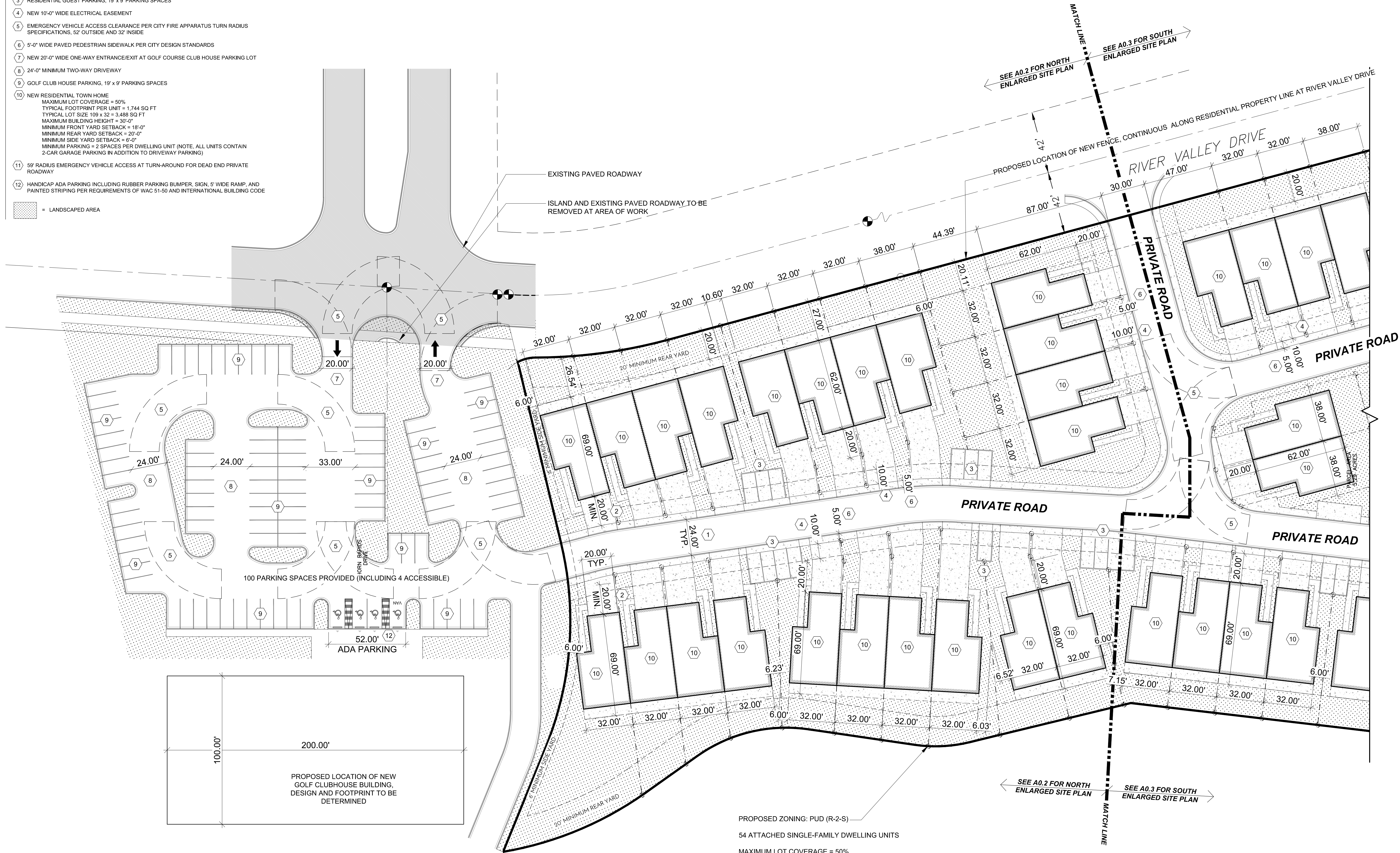
REVISION:

DRAWING:
A0.1

KEYED NOTES

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11 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
12 HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

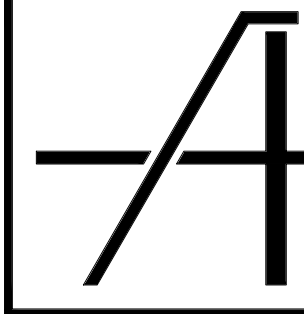
LANDSCAPED AREA



0 15' 30' 60'

ENLARGED SITE PLAN - NORTH

1" = 30'-0"



ARCHIBALD & CO.
ARCHITECTS, P.S.

660 Symons Street
Richland WA 99354

p: 509.946.4189
f: 509.943.1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
NORTH

CAD FILE:
4018A0001_SP.dwg

DESIGNED: JMA/KAS

DRAWN: KAS

CHECKED:

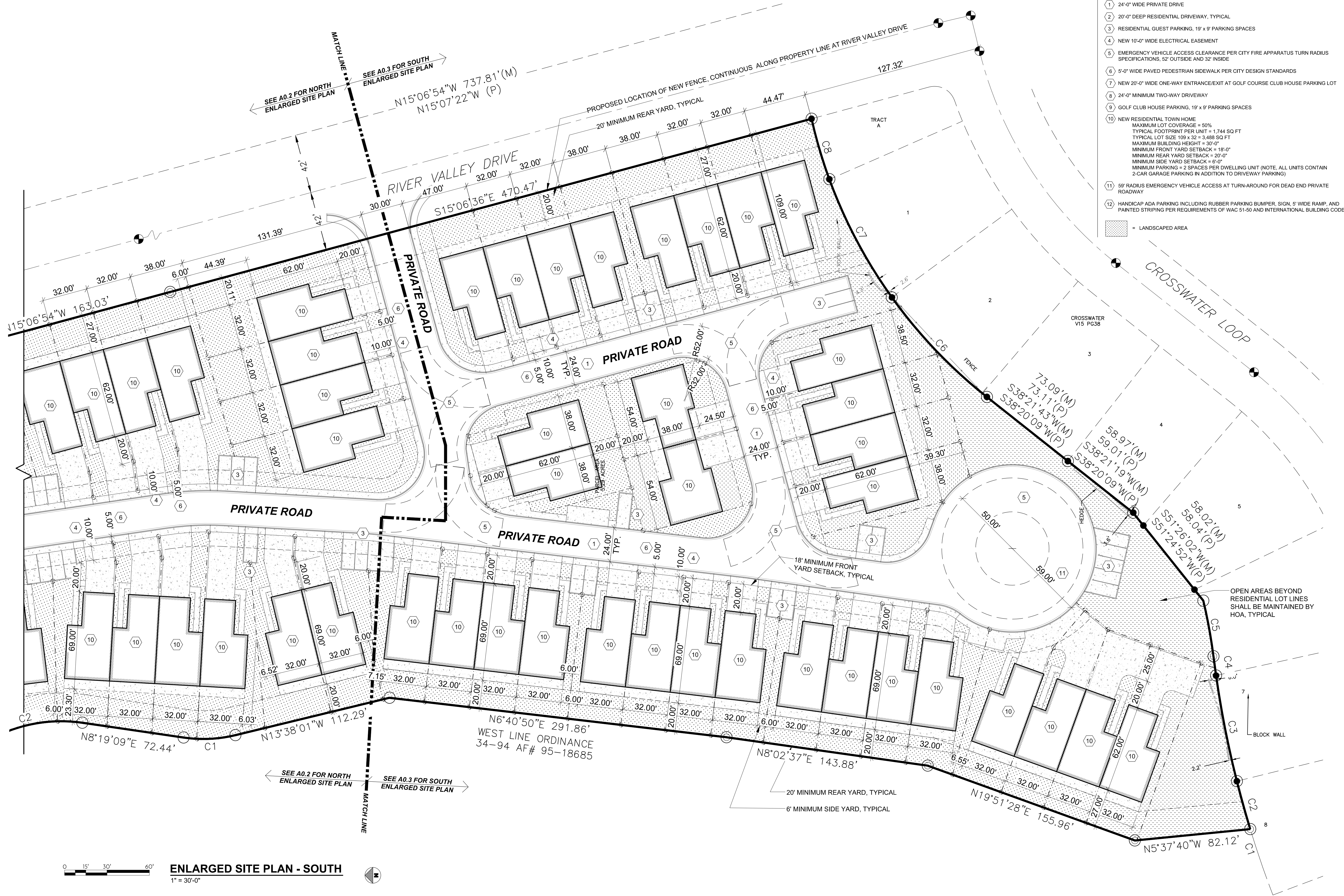
DATE: 2020.Dec.17

REVISION:

DRAWING:

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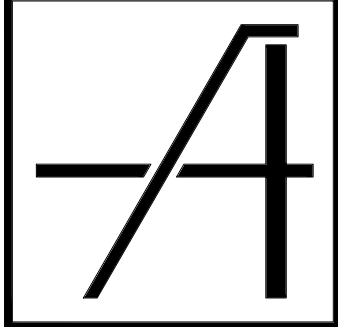
40-18



KEYED NOTES

- 24'-0" WIDE PRIVATE DRIVE
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- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 50' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354

p: 509.946.4189
f: 509.943.1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
SOUTH

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020-Dec-17
REVISION:

DRAWING:
A0.3



PHASING SITE PLAN
1" = 50'-0"

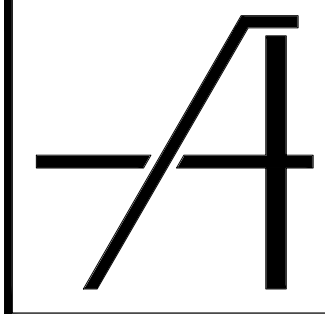


Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	36.97	96.50	21°57'10"
C2	78.90	103.50	43°40'38"
C3	104.28	231.61	25°47'51"
C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

Curve Table						
CURVE	LENGTH(M)	RADIUS	DELTA	CH. BRNG.	CHORD	LENGTH(P)
C1	28.80	722.00	2°17'09"	S71°52'50"W	28.80	
C2	35.22	722.00	2°47'42"	S74°25'16"W	35.22	
C3	76.27	722.00	6°03'10"	S78°50'42"W	76.24	76.28'
C4	13.78	722.00	1°05'38"	S82°25'06"W	13.78	13.78'
C5	40.01	388.00	5°54'30"	N79°37'37"E	39.99	40.02'
C6	97.77	350.00	16°00'16"	S46°21'17"W	97.45	97.82'
C7	95.02	350.00	15°33'18"	S62°05'27"W	94.73	94.78'
C8	44.63	350.00	7°18'24"	S73°36'07"W	44.60	44.77'

LEGEND

- PHASE 1 TOWN HOMES
- PHASE 2 TOWN HOMES
- PHASE 3 GOLF COURSE CLUB HOUSE
- PHASE 4 TOWN HOMES



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SUBMITTAL
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PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

PHASING SITE PLAN

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DESIGNED: JMA/KAS
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REVISION:

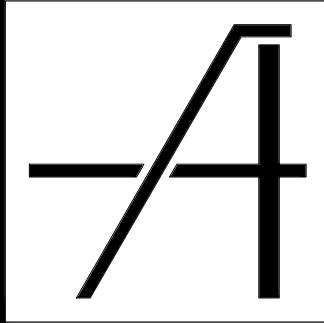
DRAWING:
A0.4

TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY WASHINGTON.

SURVEYOR'S NOTES:

- 1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, SOUTH ZONE, NAD83(11), BASED ON GPS OBSERVATIONS. DISTANCES ARE "GROUND" SCALED FROM GRID USING A COMBINED FACTOR OF 0.99990897 (1.000091038).
- 2. VERTICAL DATUM IS NAVD88, BASED ON UPON GPS STATIC OBSERVATION PROCESSED USING NATIONAL GEODETIC SURVEY ONLINE POSITIONAL USER SERVICE (OPUS) & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
- 3. CONTOURS ARE DERIVED FROM DIRECT FIELD OBSERVATIONS. CONTOUR INTERVAL IS 1.0 FEET.
- 4. ● = DENOTES FOUND 1 1/2" BRASS CAP IN MONUMENT CASE.
- 5. = INDICATES SPOT ELEVATION.
- 6. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH A TRIMBLE R8-4 GPS SYSTEM UTILIZING REAL TIME KINEMATIC METHODS. STATE PLANE COORDINATES WERE ESTABLISHED FROM STATIC OBSERVATIONS. GPS OBSERVATIONS WERE PROCESSED USING OPUS. TOPOGRAPHICAL POINTS WERE CREATED USING A LEICA MS60 TOTAL STATION.
- 7. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM UNDERGROUND UTILITY LOCATE MARKS PROVIDED BY OTHERS AND ASSUMPTIONS BETWEEN ABOVE GROUND STRUCTURES.
- 8. THIS IS NOT A BOUNDARY SURVEY. NO ATTEMPT WAS MADE TO DETERMINE LOCATION OF PROPERTY BOUNDARIES, STREET RIGHTS OF WAY, OR EXISTING EASEMENTS.
- 9. THIS SURVEY IS A COMPILATION OF FIELD WORK PERFORMED MAY 2019, SEPTEMBER 2020, AND DECEMBER 2020.



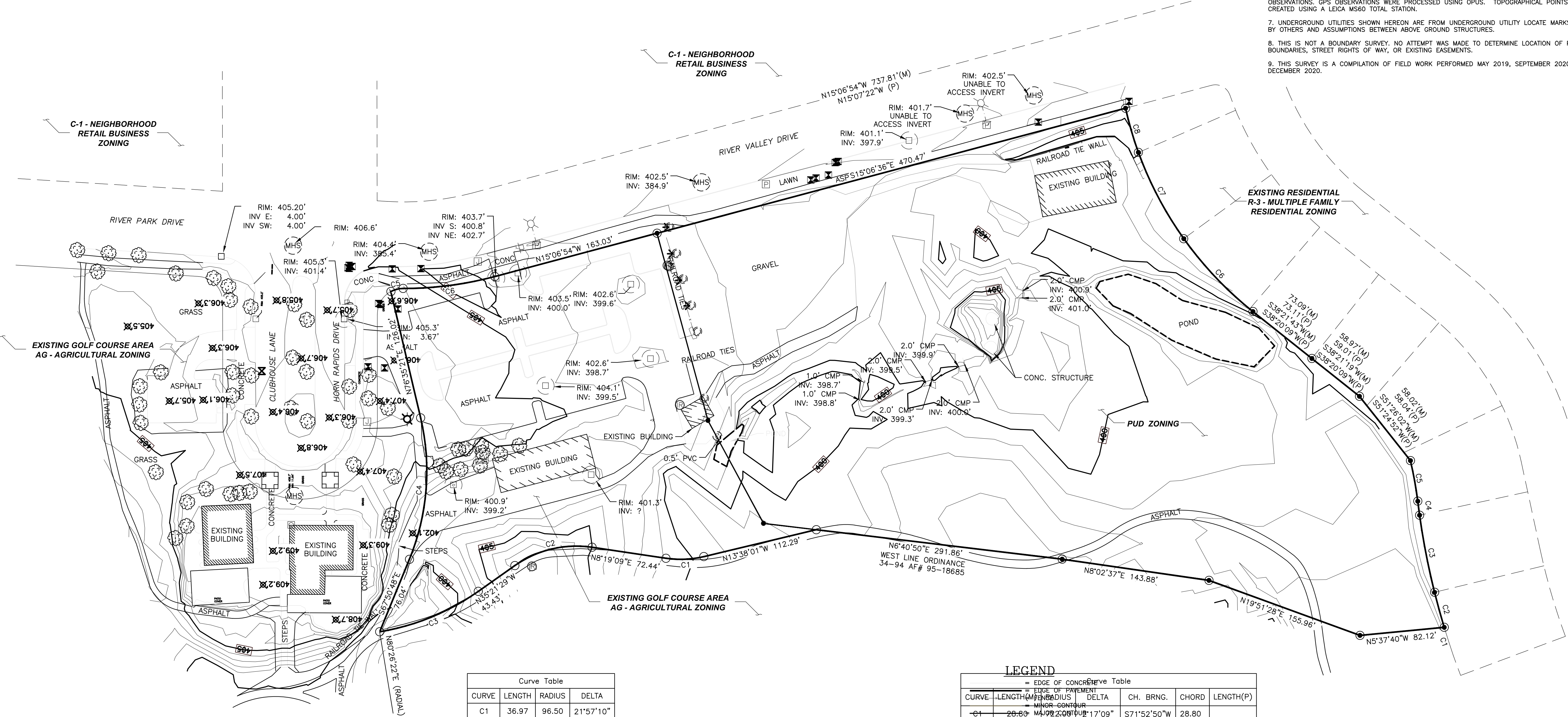
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P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

EXISTING SURVEY AND
TOPOGRAPHY

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.17
REVISION:
DRAWING:
V0.1



Curve Table			
CURVE	LENGTH	RADIUS	DELTA
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C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

LEGEND					
—	EDGE OF CONCRETE				
—	EDGE OF PAVEMENT				
—	MINOR CONTOUR				
—	MAJOR CONTOUR				
—	LAND				
—	SEWER				
—	WATER				
—	WATER VALVE				
—	JACKBOX				
—	IRRIGATION BOX				
—	ELECTRICAL PANEL				
—	PHONE PEDESTAL				
—	SEWER CLEAN OUT				
—	TRANSFORMER				
—	LIGHT POLE				

RSI ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT	GALE REW CONSTRUCTION	JOB	28620
PROJECT	TOPOGRAPHIC SURVEY	PTN SEC 28, T.10N., R.28E., W.M.	
DRN. BY	ALM	SCALE	1"= 60'
APPROVED	DPB	DATE	12/7/20
F. B. NO.	BK R61	ACAD VER	- C3D19
FILE:	38620.DWG	SHEET	1 OF 1

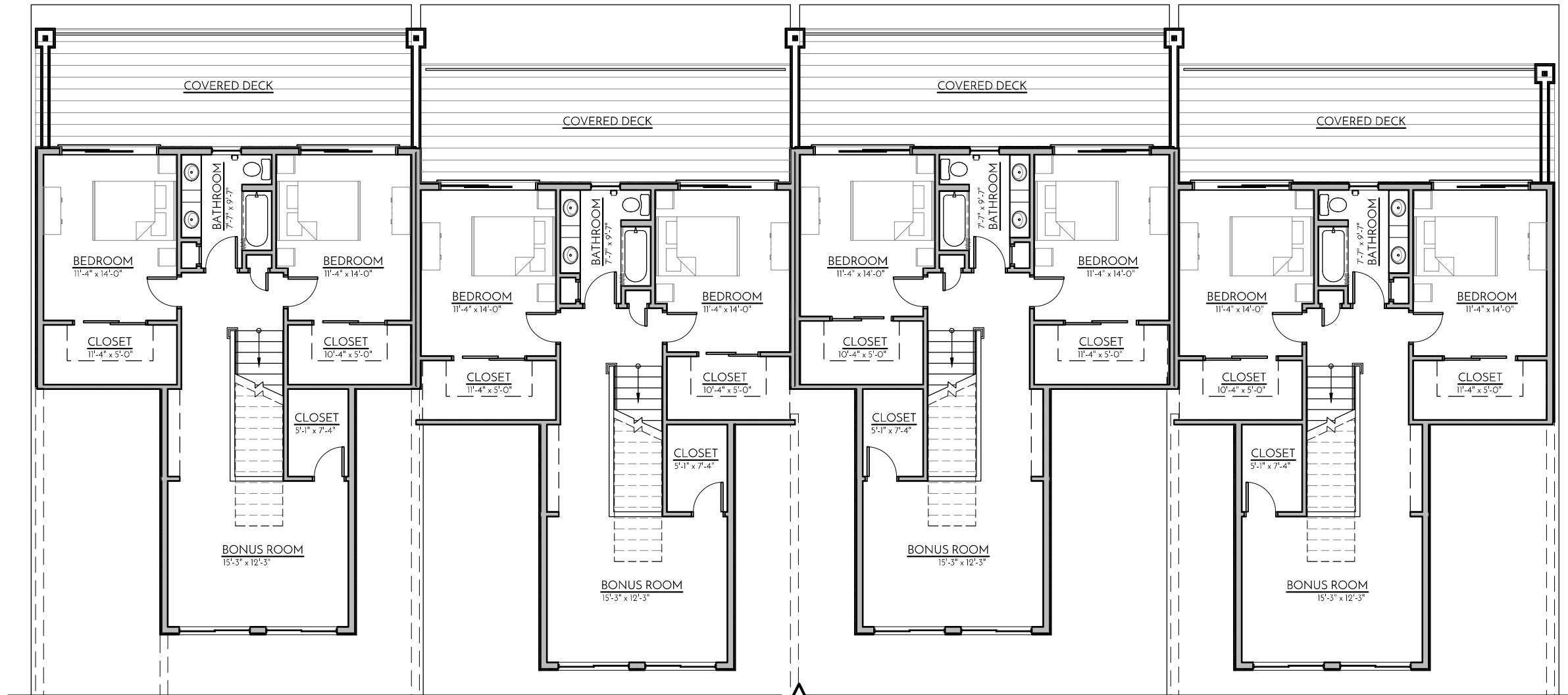


HORN RAPIDS TOWN HOMES - TYPE 'A' - FIRST FLOOR PLAN

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, PS

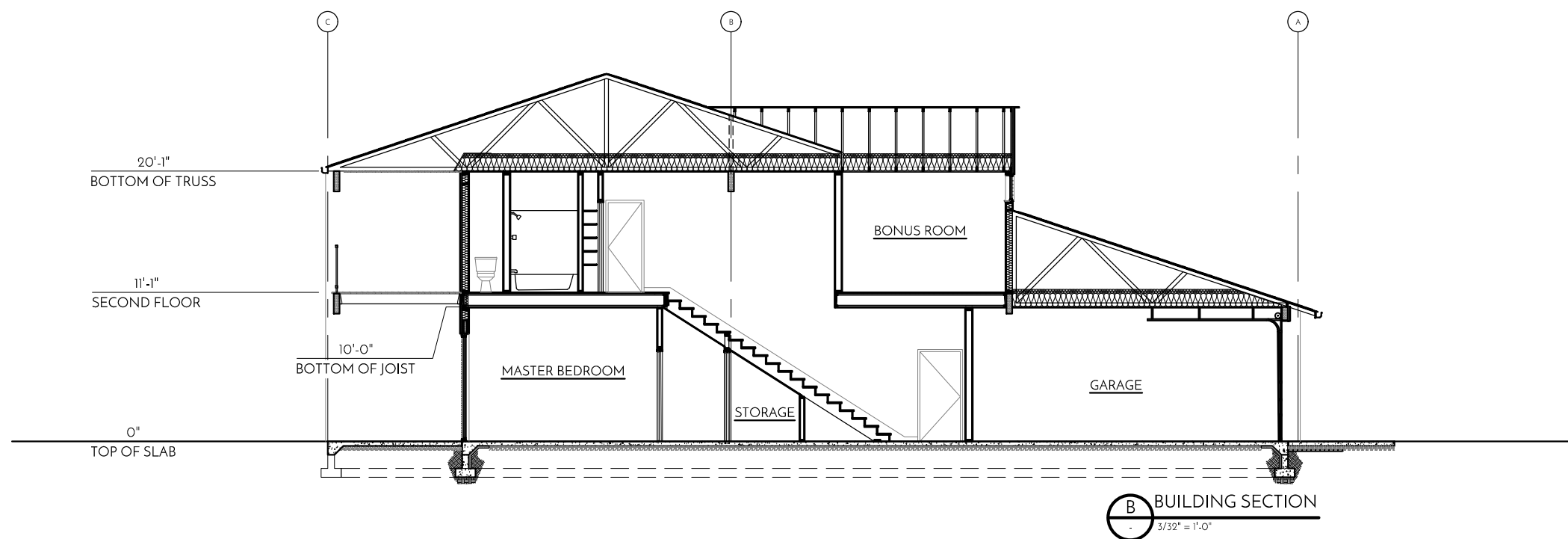
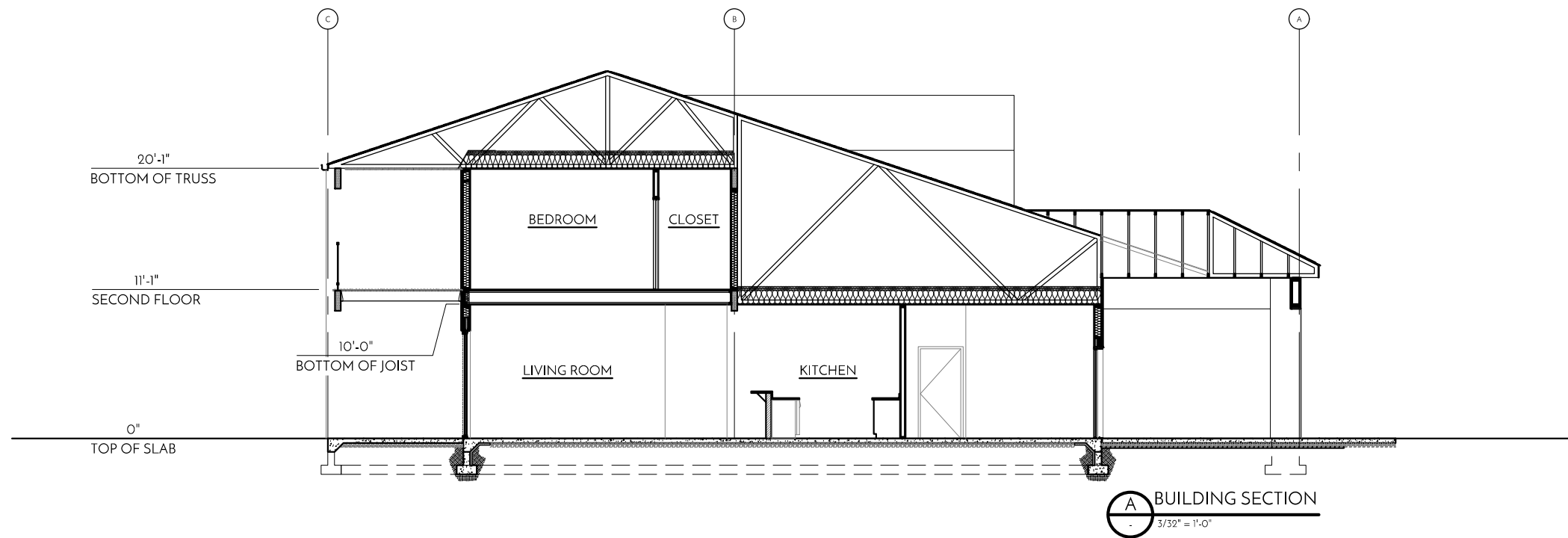




SECOND FLOOR PLAN
 (910 NET SQ. FT. PER UNIT)

0 4' 8' 16'

SCALE: 3/32" = 1'-0"



HORN RAPIDS TOWN HOMES - TYPE 'A' - BUILDING SECTIONS

HORN RAPIDS | RICHLAND, WA

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ARCHITECTS, P.S.



2019 Jul 08 40-18



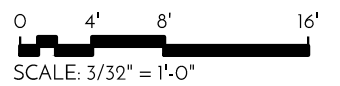
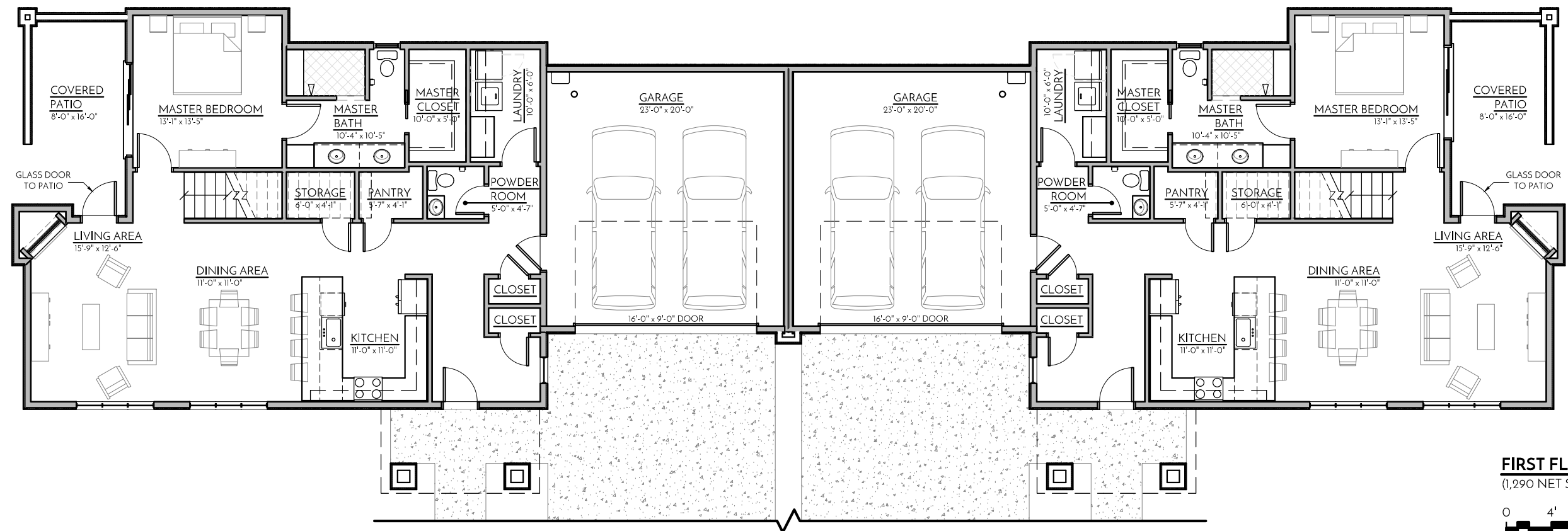
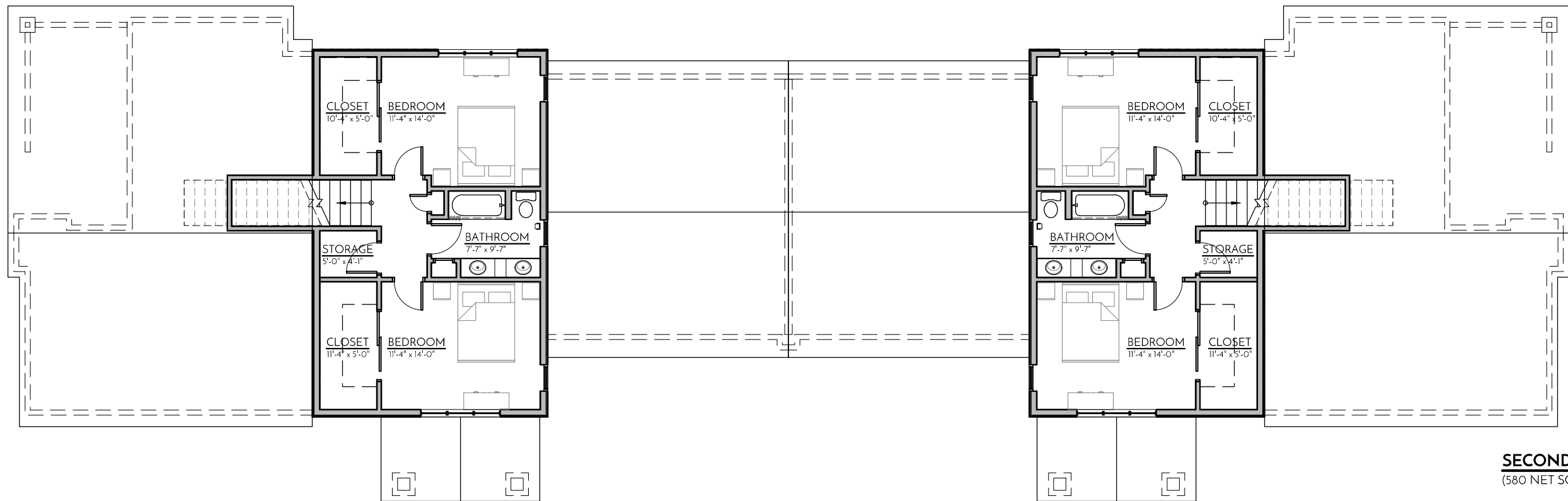
HORN RAPIDS TOWN HOMES - TYPE 'A' - RENDERINGS

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 1

HORN RAPIDS | RICHLAND, WA

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2019 Jul 08 40-18



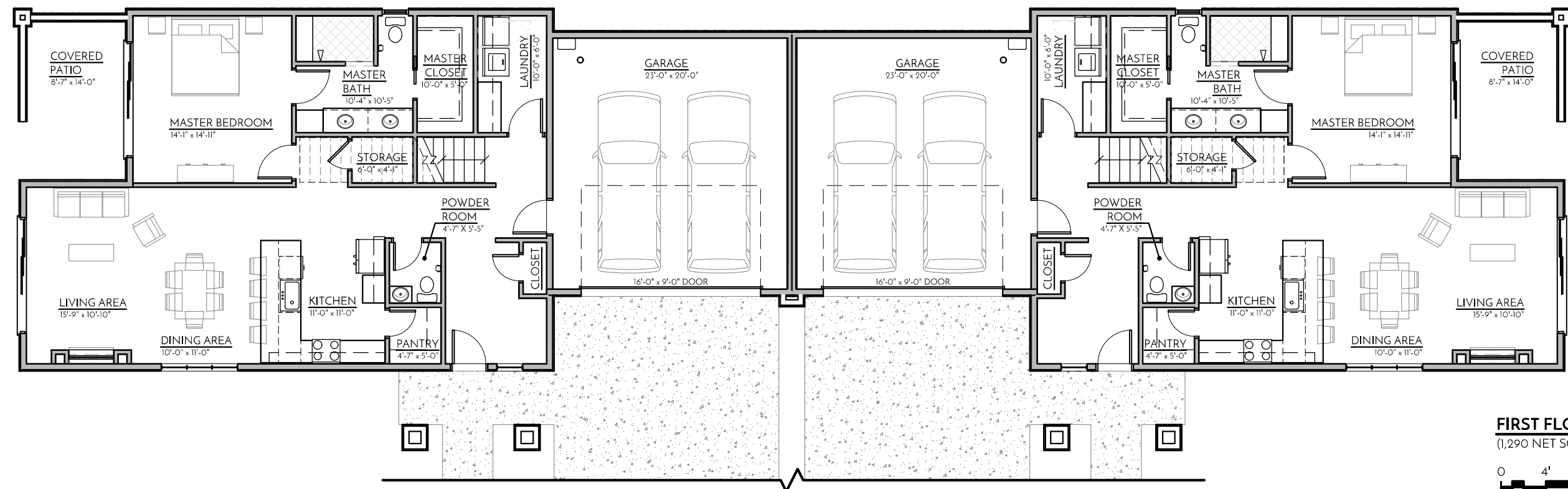
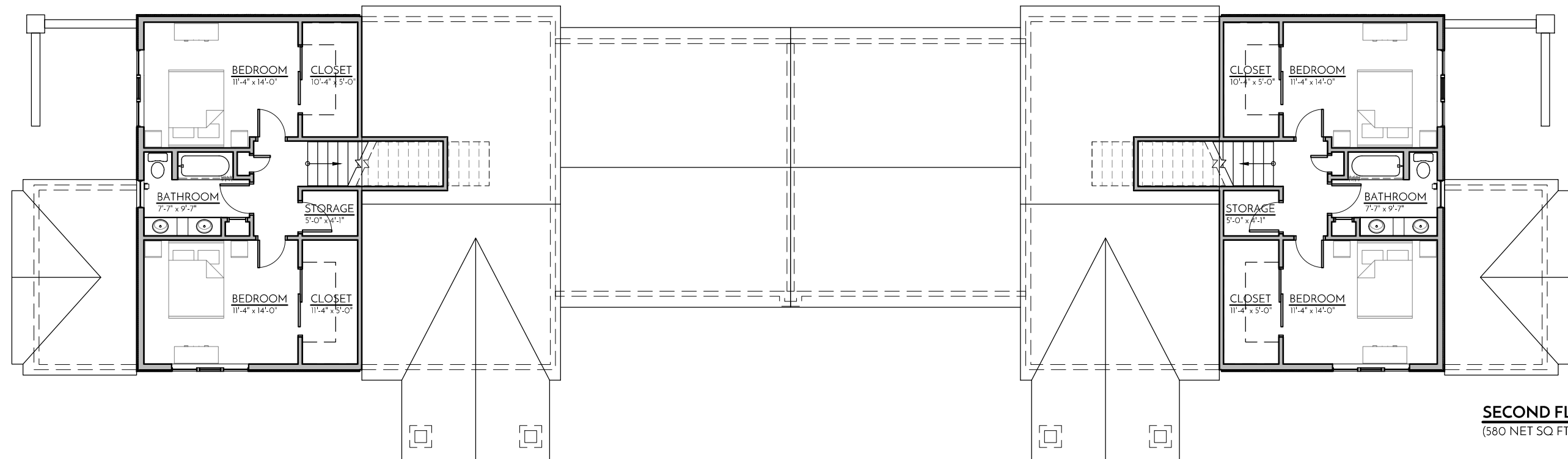
HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 1

HORN RAPIDS | RICHLAND, WA

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2019 Jul 08 40-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 Jul 08 40-18



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard
Tuesday, September 17, 2019

City Council Workshop - 6:45 p.m.

Mayor Thompson called the Council workshop to order at 6:45 p.m. in the Council Chambers at City Hall.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, and Councilmembers Alvarez, Lemley and Lukson were present. Councilmembers Anderson and Kent were absent.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Agenda Item

1. Review of the Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division

Chief Huntington discussed the proposed Improved Emergency Response Services Agreement with Battelle Memorial Institute – Pacific Northwest Division. Chief Huntington discussed the benefit to both parties, notably the significant benefit to the City of Richland by receiving the funding necessary to expedite construction of a new fire station in Richland's north zone. The proposed agreement allows the City to protect what the City is already required to protect within City limits, but with improved response times to the benefit of those located in north Richland. Chief Huntington answered several questions from Council related to timing, staffing and funding.

2. Ambulance Utility Rates

Chief Huntington discussed the Utility Advisory Committee's recommendation related to increased ambulance utility rates. The UAC recommended a single increase, instead of stepping rates up over time, but acknowledged that the final decision for implementation rests with Council. The benefit to step increases is to maximize the SAFER grant funding, and to avoid carrying a large fund balance. The proposed model is predicated on a step approach. The UAC recommended approval of the 2020 ambulance utility rate increase. It also supported the notion of rate equity between residential and commercial use. The proposed 2020 ambulance utility rate increase is anticipated for first reading on October 1, 2019.

3. Discuss Meeting Agenda Items

Council was invited to share concerns related to the agenda. City Manager Reents asked Council to add a presentation item to the agenda on Atomic Frontier Day 2019. Ms. Reents also discussed the TRIDEC board membership ballot. Councilmember Alvarez shared an email received from the Confederated Tribes of the Colville Reservation with an invitation to visit. The proposed date conflicts with Council's regular meeting schedule. City Manager Reents will follow-up.

City Council Regular Meeting - 7:30 p.m.

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, and Councilmembers Alvarez, Lemley and Lukson were present. Councilmembers Anderson and Kent were absent.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND KENT. THE MOTION CARRIED 5-0.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Administrative Services Director Koch, Public Works Director Rogalsky, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Pledge of Allegiance

Mayor Thompson led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

MAYOR THOMPSON ADDED A PRESENTATION ON ATOMIC FRONTIER DAY 2019 TO THE EVENING'S AGENDA. MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS AMENDED TO ADD A PRESENTATION REGARDING ATOMIC FRONTIER DAY 2019. THE MOTION CARRIED 5-0.

Presentations

4. Proclamations of Appreciation: Richland Police Department Reserve Officers Martin Gilley and Clem Matylinski

Mayor Thompson read proclamations in honor of Richland Police Reserve Officers Clem Matylinski and Martin Gilley, and bestowed plaques to each in honor of their contribution to the City of Richland. Chief Bruce thanked Mr. Matylinski and Mr. Gilley for their service, and also briefly introduced Chris Lee and Brigit Clary, who were both recently promoted to Captain in the Richland Police Department.

5. Atomic Frontier Day 2019 (added by Council at start of meeting)

Assistant City Manager Jon Amundson initiated a PowerPoint of images from Atomic Frontier Day 2019 while City Manager Reents provided stats about the event, which was well-received in the community.

****To accommodate a scheduling conflict, Mayor Thompson invited Mr. Steve Ashby, PNNL Laboratory Director, to comment in support of proposed Resolution No. 113-19, authorizing an Improved Emergency Response Services Agreement. Mr. Ashby spoke favorably about the agreement and recommended its approval before exiting Council Chambers to meet his next commitment.****

Public Hearings

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

6. Proposed Adoption of the 2018-2019 Comprehensive Plan Amendments - Ordinance No. 38-19

Community Development Services Director Kerwin Jensen introduced Planning Manager Mike Stevens to provide a staff report on the proposed 2018-2019 Comprehensive Plan amendments. Mr. Stevens described the Planning Commission's actions related to the proposed amendments, including its recommendation of approval for all proposed amendments (private party and City-initiated). Mr. Stevens also explained the path forward for potential removal of the deed restriction at some future date.

Mayor Thompson opened the public hearing at 8:00 p.m.

William C. Stahl, 2750 Stonecreek Drive, Richland WA commented on the benefit of Brad Rew's proposed development, overall, for the Horn Rapids Golf Course.

J. Delton Peters, 2846 Crosswater Loop, Richland WA wants the golf course to succeed, but does not want to be infringed on in the property where he lives. Mr. Peters supports the comprehensive plan amendment.

Tom Ricky, 2942 Crosswater Loop, Richland WA does not want the City to vacate its responsibly related to the golf course if it affects the immediately adjacent properties.

Rich Quadrel, 2450 Harris Avenue, Richland, WA shared that he is the President of Men's Club at Horn Rapids, and has been impressed with Brad Rew's commitment to the community and to Horn Rapids. Mr. Quadrel spoke in favor of the project and the proposed comprehensive plan amendment.

John Peterson, 2980 Sedona Circle, Richland, WA has lived in Horn Rapids for seven (7) years, and has observed slow decline of the condition of the golf course. Brad Rew, and the new owner, has increased the overall quality of the golf course. Mr. Peterson supports the proposed comprehensive plan amendment.

David Haller, 2894 Crosswater Loop, Richland WA asked City Council to support the proposed comprehensive plan amendment. Mr. Haller indicated that he was drawn to the area because of the park-like community, and while the amenities in Horn Rapids have been maintained, the golf course has declined. Mr. Haller supported the proposed comprehensive plan amendment as the predicate to the possible improvements Mr. Rew can implement.

Larry Felton, 2557 Tilden Court, Richland WA shared that his house looks down at the duck pond at Hole No. 10. Mr. Felton shared his fear that the developer will be able to eliminate the golf course and develop houses. Mr. Felton also shared that there is no such thing as a "golf course view" into perpetuity, and stated that Mr. Rew should be entitled to develop the property for the benefit of the golf course, the surrounding community, and the City of Richland.

Louise Peters, 2846 Crosswater Loop, Richland WA would ask that the deed restriction be made permanent forever. Ms. Peters believes in improving the golf course and construction of a better club house, but does not want a townhouse four (4) feet from her house.

Steve Lorence, 2858 Crosswater Loop, Richland WA shared that he is one of the eight (8) homeowners affected by Brad Rew's potential development. Mr. Lorence stated that he purchased a home that was promised a golf course view due to the deed restriction, and paid a premium for it. Mr. Lorence advised that he supports improving the golf course, but does not believe Mr. Rew's efforts demonstrate compromise as suggested. Mr. Lorence shared that he and the other affected homeowners want the golf course to be successful, but not at the cost to abutting residential properties.

Roger Bauer, 2978 Redrock Ridge Loop, Richland WA shared that changes occur when development occurs. Mr. Bauer expressed understanding for the properties impacted, but shared that the bigger impact is a positive benefit to the City and the immediate Horn Rapids community. Mr. Bauer encouraged City Council to approve the proposed comprehensive plan amendment.

Jeff Riddelle, 2930 Redrock Ridge Loop, Richland WA spoke in support of the proposed comprehensive plan amendment.

Tom Harper, 2598 Tilden Court, Richland WA spoke in support of the proposed comprehensive plan amendment, and stated that, in his opinion, Brad Rew has rescued the golf course.

Denise Ciarlo, 2563 Prestwick Drive, Richland WA shared that she spoke to Brad Rew at length about his vision for golf course. Ms. Ciarlo considers Mr. Rew's plan impressive and beneficial to the community. Ms. Ciarlo also spoke in favor of the proposed comprehensive plan amendment.

Gail Wintczak, 2852 Crosswater Loop, Richland WA spoke in support of Brad Rew investing in the Horn Rapids Golf Course, but does not want the deed restriction lifted. Ms. Wintczak also objects to filling of the pond adjacent to her house as proposed by Mr. Rew.

Jeff Hunter, 2864 Crosswater Loop, Richland WA shared that he is being asked to forfeit \$20,000 to \$40,000 in property value Mr. Rew's development is allowed to go forward as potentially proposed. Mr. Hunter asked the City to stay true to the original commitments it made when Horn Rapids was first developed.

Julie Cheville, 3148 Redhawk Drive, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Don Bogart, 2266 Copperleaf Street, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Jon Ray, 2837 Troon Court, Richland WA spoke about the decline of the Horn Rapids Golf Course, and the benefit to the community by introduction of Brad Rew's proposed project. Mr. Ray encouraged the City Council to approve the proposed comprehensive plan amendment.

George Kyriazis, 2766 Stonecreek Drive, Richland WA spoke in favor of local ownership of the golf course (Brad Rew), and encouraged the City Council to approve the proposed comprehensive plan amendment.

Mayor Thompson closed the public hearing at 8:35 p.m.

7. Proposed Amendment to RMC Title 23: Zoning Regulations and the Official Zoning Map of the City of Richland - Ordinance No. 39-19

Planning Manager Mike Stevens provided the staff report on proposed Ordinance No. 39-19. Mr. Stevens reiterated the Planning Commission actions taken related to the zoning map amendments that marry with the proposed comprehensive plan amendments. Mr. Stevens pointed out that there is no zoning action associated with Mr. Rew's comprehensive plan amendment.

Mayor Thompson opened the public hearing at 8:36 p.m. The hearing was closed at 8:37. No public comment was taken.

Public Comments

No public comment was offered.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Minutes - Approval

8. Approve the September 3, 2019 Council Meeting Minutes

Ordinances - First Reading

9. Ordinance No. 37-19, Amending the 2019 Budget in the General Fund and General Government Construction Fund related to Atomic Frontier Day 2019 and Rural County Capital Funds

Ordinances - Second Reading/Passage

10. Ordinance No. 35-19, Amending Chapter 5.14 of the Richland Municipal Code related to Sidewalk Use Licenses
11. Ordinance No. 36-19, Establishing and Dedicating Right-of-Way for Battelle Boulevard, Logan Street, Hagen Road, Robertson Road and Snyder Street

Resolutions – Adoption

12. Resolution No. 111-19, Authorizing a Funding Agreement with the Washington State Department of Transportation for the Duportail Bridge - Phase 2 Project
13. Resolution No. 112-19, Authorizing a Joint Grant Application with the Port of Benton to the Community Economic Revitalization Board for a Joint Stormwater Study
14. Resolution No. 113-19, Authorizing an Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division
15. Resolution No. 114-19, Authorizing an Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Digester Facility Improvements

16. Resolution No. 115-19, Authorizing a Grant Application to the Washington State Department of Transportation and the Washington Utilities and Transportation Commission to Assist in Funding Kingsgate Rail Crossing Upgrades
17. Resolution No. 116-19, Authorizing a Lease Agreement with Oscar and Iliana Suarez for Operation of the Novel Café in the Richland Public Library
18. Resolution No. 118-19, Authorizing Amendment No. 11 with UtiliWorks Consulting, LLC for Phase 2 of the Advanced Metering Infrastructure (AMI) Project, and Ratifying Amendment Nos. 6 and 9

Items for Approval

19. Appointments to the Economic Development Committee: Marc Newman, Deidre Holmberg and Brad Bricker
20. Appointments to the Americans with Disabilities Citizens Review Committee: Steve Sillers and Brenda Bradley
21. Appointment to the Library Board: Karen Buxton

Expenditures - Approval

22. Expenditures from August 26, 2019 - September 6, 2019 for \$4,612,050.81 including Check Nos. 271718-272168, Wire Nos. 7723-7745, Payroll Direct Deposit Nos. 155102-155645 & 155653, Payroll Check Nos. 155646-155652 & 155654, Pension Direct Deposit Nos. 5191-5224, and Payroll Wire/ACH Nos. 11125-11156

Items of Business

23. Ordinance No. 38-19, Adopting the 2018-2019 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan

Councilmember Lukson spoke in favor of the comprehensive plan amendments and Brad Rew's vision in Horn Rapids, but cautioned about finding balance between the affected property owners and the overall benefit to the Horn Rapids community.

Councilmember Lemely expressed support for the comprehensive plan amendments, and encouraged the parties to work together to find a compromise regarding the deed restriction.

Councilmember Alvarez echoed Councilmember Lukson's comments and stated that he wants to see the development as a win-win for all involved.

Mayor Pro Tem Christensen thanked the public for attending and sharing their comments. Mr. Christensen also reassured the audience that tonight's action does not

mean that anyone is losing their view. Instead, it simply means that the process can move forward to the next step.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 38-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

24. Ordinance No. 39-19, Amending RMC Title 23: Zoning Regulations and the City's Official Zoning Map to Conform to the Updated 2017 Comprehensive Plan

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 39-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Reents had no comments.

City Council

Councilmember Lemley commented favorably on Atomic Frontier Day 2019.

Councilmember Lukson spoke favorably about the value of attending ECA with Mayor Thompson and thanked City Council for supporting his attendance.

Mayor Pro Tem Christensen shared that September 17 is Constitution Day, which should be honored. Mayor Pro Tem Christensen also spoke favorably about Atomic Frontier Day 2019, and encouraged City Council and staff to introduce Atomic Frontier Day as a reoccurring event since it is likely to benefit tourism and economic development.

Mayor

Mayor Thompson shared the importance of paying attention to the federal environmental issues at Hanford, and spoke favorably about the value of attending ECA with Councilmember Lukson. Mr. Thompson also spoke favorably about Atomic Frontier Day 2019 and the evening's public participation.

Adjournment

Mayor Thompson adjourned the meeting at 8:55 p.m.

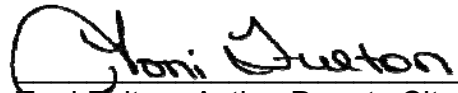
APPROVED:


Robert J. Thompson, Mayor

Date Approved: October 1, 2019

Date Published: October 2, 2019

ATTESTED:


Terri Fulton, Acting Deputy City Clerk

From: James Jeffs
Date: April 28, 2021 at 2:30 PM
To: mstevens@ci.richland.wa.us
Subject: Horn Rapids Golf Course and Development

Mr. Stevens, I am a lifelong Richland resident and currently live at Horn Rapids. I first lived at Horn Rapids from 1996 to 2000 and moved back to the development in 2009. When the development began the golf course was the center piece of the development and I believe it was owned and operated by the City of Richland. At the beginning the golf course was in great shape and attracted a lot of play both from local and out of area players. At some point the city decided to sell the golf course to an investor from the west side. The new owner did little or nothing to take care of the course and as result the property deteriorated.

The new owner Mr. Brad Rew has a plan to restore the golf course and once again make it the center piece of the Horn Rapids development. Mr. Rew has a plan before the council for the construction of townhomes along the east side of the 18th fairway. There is very limited opposition by a few home owners that live on Crosswater Loop. I've personally walked the 18th fairway and the affect on those homes view is moderate at best. I also believe that Mr. Rew's plans and vision will add value to every home at Horn Rapids including the Crosswater Loop residents and to the city of Richland.

Mr. Rew's plans are ambitious and will take time reach fruition but he, Horn Rapids residence, and the City of Richland need the councils support to make it a reality. I strongly offer my full support for Mr. Rew's plans. Please share my thoughts with all council members.

James Jeffs
2729 Stonecreek Dr.
Richland, WA 99354
Email: jtjeffs@gmail.com
Phone: 509-727-2022

From: [Mrs. J](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes Development
Date: Tuesday, April 20, 2021 4:10:36 PM

I support the development project of it'll raise capital for the golf course expansions. The course upgrades will inevitably increase the value of the property and the surrounding homes. I reside on the golf course and hope to sell my home at a competitive value some day.

Linda Johnson

From: [Jon](#)
To: [Stevens, Mike](#)
Subject: SUPPORT FOR HORN RAPIDS TOWNHOMES
Date: Tuesday, April 20, 2021 9:27:10 PM

I am writing in support of the proposed townhomes at Horn Rapids golf course. The proposed upgrades includes the perfect enhancement on the section of undeveloped land on the property. I also understand this has been opposed by a small group of homeowners who evidently were not briefed on the City of Richland's proposed future expansions in the Horn Rapids sector.

I fully support this important improvement for Horn Rapids.

Jon Juette

From: [Scott Keller](#)
To: [Stevens, Mike](#)
Cc: Brad@hornrapidsgolfcourse.com
Subject: Townhomes planned at Horn Rapids
Date: Wednesday, April 21, 2021 6:07:38 AM

My name is Scott Keller. I live at 2885 Troon Ct. in the Horn Rapids master planned community on the golf course for over 20 years. I fully support the construction of the 54 townhomes planned at the course.

Brad Rew has done a tremendous job of improvements at our course and I know he will continue with the upgrades and plans that he has. Please approve the zoning change for these much needed townhomes.

Thank you.

Scott Keller
2885 Troon Ct.
Richland, WA 99354

509-528-8918

From: [Home](#)
To: [Stevens, Mike](#)
Subject: Horn rapids town homes
Date: Tuesday, April 20, 2021 3:39:26 PM

I am writing you to show my support for the 54/new town homes planned for Horn Rapids. I live in Wild Canyon Way development and feel the building of the project will be a huge plus for our community. Please allow the permit and building process to go as planned.

Thank-you

Terry Killian
3246 Wild Canyon Way
Richland,WA.
509-430-6483

Sent from my iPad

From: [Don Kollenborn](#)
To: [Stevens, Mike](#)
Subject: Re: Town Homes
Date: Tuesday, April 20, 2021 2:01:30 PM

I definitely support the Town Homes! Put me down as a YES vote.

Don Kollenborn
2724 Sawgrass Loop

Sent from my iPhone

From: [konman](#)
To: [Stevens, Mike](#)
Subject: Town homes
Date: Tuesday, April 20, 2021 6:04:15 PM

I am in favor of the town homes being built, not just because it would bring in money for much needed improvements to the horn rapids golf course, but also make 54 new housing opportunities in a crowded housing market.

April 26, 2021

Dear Mr. Stevens,

My husband and I have lived in Horn Rapids for over 10 years and were drawn to the area because of the location, the beauty, and a lifestyle that fit with the end of our working careers. It has grown a lot since that time and that was to be expected, but the proposed development by the golf course owner was recently brought to our attention and we have concerns. From what we understand, the proposal stuffs major changes *within an already established area*. It is being presented as an enhancement to the golf community but adding 52 townhouses with a road, round-a-bout and parking spaces will impact the quality of life for **ALL** of us who enjoy the existing views, walking areas, pool, tennis courts, picnic area, parks, ponds, trees and wildlife. There are even eight houses on one street where the changes will directly impact their property. I would also add that the additional traffic involved will cause more congestion around our main entrance and the potential for bottlenecks at certain times of the day. It will also be generating more safety concerns for walkers, bikers, joggers, children and senior citizens.

Horn Rapids is a “planned community”. *Community* means that we are a group of people living in the same place, and *planned* means that we are made aware of the details in doing or achieving something. Where was the communication detailing this plan to the community?

The city needs to ask the golf course owner to meet with the Home Owner Association (HOA) representatives and discuss these concerns. I’m sure they could find some modifications, suggestions, checks and balances where all parties could benefit. Our HOA is made up of wonderful people who take pride in their community, who are reasonable people and who really want the best for everyone involved whether they golf or not.

Thank you for your consideration.

Respectfully,

Kathy Kraemer

From: jkragt34@gmail.com
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Wednesday, April 21, 2021 7:41:15 AM

Hello,

I'm writing to simply offer my support of the proposed town homes near the Horn Rapids clubhouse. I am a Horn Rapids resident and I have heard all of the arguments against it. While it may be inconvenient for a very select few, I disagree with the notion that those select few homeowners paid a premium for those lots. The proposed footprint was always designated for golf course parking or maintenance buildings. I don't believe their home values will be impacted. The golf course and Horn Rapids community will benefit greatly for years to come. I have seen the passion Brad Rew has brought as the newest course owner and I know he and his team will work tirelessly to make this a more attractive community for all of us. Thank you.

Jason Kragt
2745 Walking Stick Ave
503-709-3836

From: [Linda Peters](#)
To: [Stevens, Mike](#)
Subject: Support townhouses
Date: Thursday, April 22, 2021 3:53:17 PM

I am a resident of horn rapids and support the town house project

Sent from my iPhone

From: [Karen Leahy](#)
To: [Stevens, Mike](#)
Subject: Proposed townhome development in Horn Rapids
Date: Wednesday, April 21, 2021 9:44:47 PM

Dear Mr. Stevens,

I am writing this to express my very strong support for Brad Rew's vision to bring a number of improvements to Horn Rapids, including the townhomes. I am aware that there are a small number of homeowners on Crosswater Loop who are trying to stop this project. This has been ongoing for more than a year, and Brad has redone his plans, reducing the amount of homes by more than 30% at a substantial loss of revenue, in order to appease those 7-8 homeowners. Yet they still complain. I personally do not understand how they prefer the view of old sheds and gravel spaces to new, attractive buildings. A few of those homes already have berms or trees behind them to block the site of the existing old buildings. They claim that they are "golf course properties", yet it appears to me that they do not actually border the course, but are set back further. When we bought our home here we had a full view of Badger Mountain. However, after only two years the subdivision was expanded and we lost that view. Unfortunate, but that should always be anticipated when future development is possible. I am a widow now, and I like the option of a future townhome to eliminate outside maintenance and make life easier, while remaining in this area that I love.

I don't know how many residents we have now, but I'm sure there must be close to 1,000 homes. Please don't let 7 or 8 destroy this project. The addition of attractive new townhomes, improvements to the entrance, a new clubhouse, and further improvements to the golf course can only make this entire area more desirable and improve the overall property values. A failure to allow this progress could ultimately result in financial failure of the course, which would be devastating to the entire community.

Please give your support to this entire proposal. Thank you.

Karen Leahy
2812 Copperbutte St

April 26, 2021

Dear Hearing Officer:

In June of 2012 we purchased our home at 2840 Crosswater Loop, on the corner of River Valley and Crosswater. Our home has golf course frontage, and when we first moved in we had a view of a waterfall (actually two waterfalls—one on each side) and the Mirage Putting green. The waterfall then ran under a little bridge and connected to a stream and then into a pond behind our houses.

Because we are facing the golf course, we paid a premium for this view, and also each year have been paying real estate taxes based on a land value that is significantly more than our neighbors with larger lots across the street. Our land valuation for real estate purposes is the same as everyone else in Horn Rapids with golf course frontage. As time passed, the waterfalls were turned off and the area returned to a natural landscape, similar to many areas surrounding the golf course. We still have a pond in this area where we see numerous herons, red-tailed hawks, quail, ducks and doves around the pond, and in the area directly behind us.

The proposed plan for this new development puts a two-story townhome within six feet of the edge of our property. Our backyard will be facing this 54-unit area of townhomes, and we will be looking directly at the side of a two-story unit. Most housing developments have backyards facing each other which gives a little more space.

As Brad and Thera know, from the very beginning we have not opposed the townhome development. All we have been asking for is a fair compromise and a little more space behind us.

The city sold the land to the developer, who sold it to Pahlisch, who sold it to us as golf course frontage property. And as we have already mentioned, this has been acknowledged by the County; they have charged us the same amount of property tax as everyone else with golf course frontage.

When the City and the previous golf course owner sold this property to the developer, a deed restriction was placed on this area. The City lifted the restriction in September of 2019, apparently over a technicality in the way it had originally been recorded. Even so, we and our neighbors strongly feel that this property was misrepresented to us before we purchased our homes.

We are both in our 70s and retired, as are some of our neighbors. When we purchased this property, we purchased it as our retirement home. We have invested money into our homes and now we see the value of our homes immediately drop. And while others in our development might say, "This is for the good of the community," we would simply reply, "Put yourself in our shoes, and let's see what you would do in this situation."

After coming through what we all would call a difficult year, could we not come to some reasonable compromise for the good of all? We would ask that the City come up with a mediator between the golf course owners and the Crosswater homeowners.

We do appreciate your taking time to read our letter and consider our concerns.

The attached picture is our view to the southwest, last night.

Larry and Carol Libby
2840 Crosswater Loop
Richland, WA 99354



From: [Lori Lieske](#)
To: [Stevens, Mike](#)
Subject: Town Homes at Horn Rapids
Date: Wednesday, April 21, 2021 8:33:50 PM

Dear Mr/Ms Stevens,

As a resident of the Horn Rapids development I am writing to endorse the proposed building of 54 town homes at Horn Rapids. I fully support Mr Rew's plans and believe they are in the best interest of all who live in our community.

I urge the City of Richland to approve the building of these town homes.

Sincerely,
Lorena J Lieske
llieske1116@gmail.com
2717 Stonecreek Dr
Richland, Wa 99354
509 989 5197

From: tl.liikala@frontier.com
To: [Stevens, Mike](#)
Subject: Horn Rapids Condos
Date: Friday, April 30, 2021 6:30:02 PM

I support Brad Rew's plan to build condos at Horn Rapids. This will benefit the neighborhood as well as the golf course. Thanks.

Terry Liikala
Sent from my iPhone

From: [julie lingle](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Home Support
Date: Sunday, April 25, 2021 1:09:44 PM

Hello Mr. Stevens,

I am sending you this email to voice my support for the 54 town homes to be built in Horn Rapids :>

Please seriously consider allowing the addition of Town Homes to Horn Rapid to finance improvements on the Horn Rapids Golf Course and provide additional housing options for entry level & aging senior buyers.

“ Diverse Housing Communities strengthen our City”

Thank you,
Julie Lingle
(509)438-7811

From: [Timothy Lord](#)
To: [Stevens, Mike](#)
Subject: Support of Town Homes at Horn Rapids
Date: Friday, April 30, 2021 12:01:11 PM

Dear MStevens:

We are writing to voice our support of the building of 54 Town Homes by Brad Rew in the Horn Rapids Development. Since Mr. Rew purchased the Horn Rapids Golf Course, he has demonstrated a wonderful integrity and effort to re-invest and further develop this beautiful neighborhood. Since his purchase, the Golf Course has been transformed. He has added additional renovations to the Club House and Restaurant. Everything that he has done to the present time has demonstrated a significant improvement to both the property condition and beauty of Horn Rapids. Marilyn and I hope with all of our heart that these wonderful improvement can continue!! The health of our Horn Rapids Home Owners has been improved by Mr. Rew. We understand the importance of his continuing to be able to improve our properties and financial health to the Golf Course.

Marilyn and I are most happy to be living in this well kept and beautiful neighborhood. We take very seriously the appearance, condition, and property values of Horn Rapids. Currently, there remains undeveloped land on which Mr. Rew requests to build his Town Homes. This land is not developed. Part of this land is an ugly unkept RV Parking Lot. Another is an ugly unkept Car Parking Lot. Another part of the property is an old and ugly building in which to house golf carts. Sadly, the landscaping around this undeveloped property at Horn Rapids is terrible, unkept, outdated, and not in line with the rest of the Horn Rapids Home Owners Association. Marilyn and I are tired and frustrated with this undeveloped property that represents an Eye Sore. So, with the request of Mr. Rew to develop this property into 54 Town Homes and beautiful landscaping, Marilyn and I are elated. We voice our support of Mr. Rew to be able to develop this property.

Additionally, Marilyn and I are upset and frustrated to hear that three home owners object to this further development, claiming that the development would affect their view. Well, let me say, their view now represents an old, ugly golf building, dirty, unkept RV Parking Lot, and dirty, unkept Car Parking Lot, not to mention unkept, overgrown evergreen landscaping that looks terrible. Their objection to their view being affected is Hogwash!! Their view now is terrible without the new 54 Town Home development.

I urge the City of Richland to give approval to Mr. Rew of moving forward with building the beautiful 54 Town Home Development as requested. This will help restore and add to the beauty of Horn Rapids. This will help finance and maintain the beautiful Golf Course of Horn Rapids. With the addition of 54 Town Homes, the economic membership health of the Golf Course will be improved. With the further development of 54 Town Homes in Horn Rapids, numerous jobs and positive economic impact will result to the City of Richland. The Property Tax brought in from the 54 Town Homes will gainfully impact the City of Richland with this project. Please allow for this project to occur. And, Please do not allow the self-centeredness of three homeowners currently objecting to this project to overshadow the overwhelming positive impact this development will have to Horn Rapids and the City of Richland.

Thank you again for your prompt attention and support of this project.

Respectfully Yours,

Timothy and Marilyn Lord
2242 Copperleaf St.
Richland, WA 99354

Cc: Mr. Brad Rew

From: [Steve Lorence](#)
To: [Stevens, Mike](#)
Subject: Request to Provide Comments at May 10th Hearing
Date: Monday, April 5, 2021 9:00:23 PM
Attachments: [Notice of Application.pdf](#)

Mike:

This is my official notice that I would like to speak at the May 10th hearing as directed by the attached notice. Please confirm that you have received my request and that I will be able to provide my comments. Thanks.

Steve Lorence
2858 Crosswater Loop
Richland, WA



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101



From: [Steve Lorence](#)
To: [Stevens, Mike](#)
Cc: [Kintzley, Heather](#); [Lukson, Ryan](#)
Subject: Crosswater Loop Golf Course Views Video
Date: Wednesday, April 21, 2021 7:24:36 PM

Mike Stevens,

Attached is a video of the backyard views of the Crosswater Loop neighborhood that is being impacted by the proposed development of the 54 unit development referred to as the Links Residence at Horn Rapids. The hearing for this development is on Monday, May 10, 2021. I would like you to include this video to the Hearing Officer for his/her consideration. The video shows the current golf course views for the 8 homes that will be impacted by the development. We want the hearing officer to know that the development will take away these views from the current homeowners.

Let me know if you you have any questions.

Thanks for sharing this video with the Hearing Officer.

Steve Lorence
2858 Crosswater Loop

Download Attachment
Available until May 21, 2021

From: [Steve Lorence](#)
To: [Stevens, Mike](#)
Cc: [Carol Libby](#); gailwintczak@yahoo.com; [John and Andrea DeMyer](#); [Michele Stewart](#); [Rick Stewart](#); hunter_2006@msn.com; [Janelle Lorence](#); [Jerry and Louise Peters](#); [Larry Libby](#); mclain180@me.com; [Stew Stone](#); [Lukson, Ryan](#); [Kent, Sandra](#); [Thompson, Bob](#); [Boring, Marianne](#); [Lemley, Phillip](#); [Christensen, Terry](#); [Alvarez, Michael](#); [Kathy Conaway](#); [Kintzley, Heather](#)
Subject: Re: Question On Horn Rapids Golf Course Parking
Date: Sunday, April 25, 2021 7:28:37 PM
Attachments: [image002.png](#)
[PUD2021101_ReferralPacketF \(1\).pdf](#)

Mike:

In reviewing the plans that Brad Rew has submitted, it appears that he will be taking over the city street entrance to the golf course for parking spaces. I asked you back in 2019 about this since we had heard he was going to take the current street property and turn this into parking. You had indicated that he was just going to expand his current parking spaces to the north and encroach on the Prestwick neighborhood. Now it looks like he plans to take over the city streets and turn that into parking. I would like to let the hearing officer know that this is not acceptable. Can you make this part of the comments to the hearing officer for the May 10th hearing please? How can he just take over the public street? What is the city's plan to allow him to take over public property?

Steve Lorence
2858 Crosswater Loop.

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Tuesday, July 23, 2019 8:00 AM
To: Steve Lorence <stev lorence@hotmail.com>
Subject: RE: Question On Horn Rapids Golf Course Parking

I was told that they were going to expand the parking lot area north of the existing entrance to the clubhouse.



Mike Stevens, Planning Manager
City of Richland Development Services Dept.
625 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.

From: Steve Lorence [mailto:stev lorence@hotmail.com]

Sent: Monday, July 22, 2019 8:09 PM

To: Stevens, Mike <mstevens@Cl.RICHLAND.WA.US>

Subject: Question On Horn Rapids Golf Course Parking

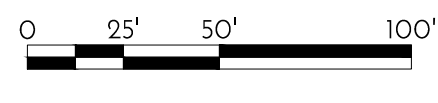
Mr. Stevens:

The Crosswater Loop neighbors were meeting on the Comprehensive Plan Amendment that was submitted by Brad Rew. A question was raised to where he is placing the parking for the golf course. With the amendment to rezone the current parking lot to allow townhomes to be built, that raised the question as to where the golf course customers would park. A few of the neighbors heard Brad explain that his plan is to purchase the current property and street parking in front of his clubhouse and convert this to a parking lot. Do you know if this is in the plans?

Thanks.

Steve Lorence

2858 Crosswater Loop



OVERALL ARCHITECTURAL SITE PLAN
1" = 50'-0"



LOT SIZE TABLE								
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,634	2,890	19	3,480	1,736	37	4,133	2,389
2	3,692	1,948	20	5,222	3,478	38	3,481	1,737
3	3,715	1,971	21	4,301	2,557	39	3,481	1,737
4	4,176	2,432	22	3,874	1,330	40	4,380	2,636
5	4,324	2,580	23	3,874	1,330	41	4,882	3,138
6	4,084	2,340	24	4,414	2,670	42	4,973	3,229
7	4,185	2,441	25	5,088	3,344	43	5,357	3,613
8	5,045	3,301	26	4,281	2,537	44	4,621	2,877
9	6,565	4,821	27	4,244	2,500	45	4,308	2,564
10	4,037	2,293	28	5,026	3,282	46	4,679	2,935
11	4,037	2,293	29	4,345	2,601	47	4,449	2,705
12	5,768	4,024	30	3,480	1,736	48	4,041	2,297
13	4,415	2,671	31	3,480	1,736	49	4,538	2,794
14	3,480 *	1,736	32	3,972	2,228	50	8,814 **	7,070
15	3,480 *	1,736	33	3,977	2,233	51	4,678	2,934
16	4,133	2,389	34	3,481	1,737	52	5,171	3,427
17	4,133	2,389	35	3,481	1,737	53	3,631	1,887
18	3,480 *	1,736	36	4,133	2,389	54	4,087	2,343

NOTES: * DENOTES SMALLEST LOT SIZE **DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,356 SQ FT

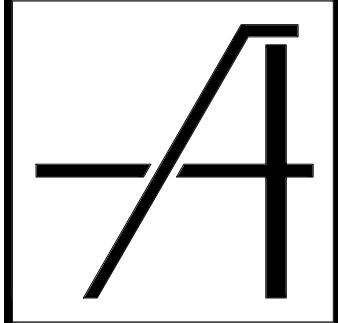
SITE ACREAGE & DENSITY

- TOTAL RESIDENTIAL SITE ACREAGE: 316,871 SQ FT (7.27 ACRES)
- TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
- PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE, ALSO SEE KEY NOTE 10.
- DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65,830 SQ FT (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE.

KEYED NOTES

- 24'-0" WIDE PRIVATE DRIVE
- 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-52 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



ARCHIBALD & CO.
ARCHITECTS, P.S.
660 Symons Street
Richland WA 99354

p: 509. 946. 4189
f: 509. 943. 1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

OVERALL ARCHITECTURAL
SITE PLAN

CAD FILE:
4018A0001_SP.dwg

DESIGNED: JMA/KAS

DRAWN: KAS

CHECKED:

DATE: 2020.Dec.18

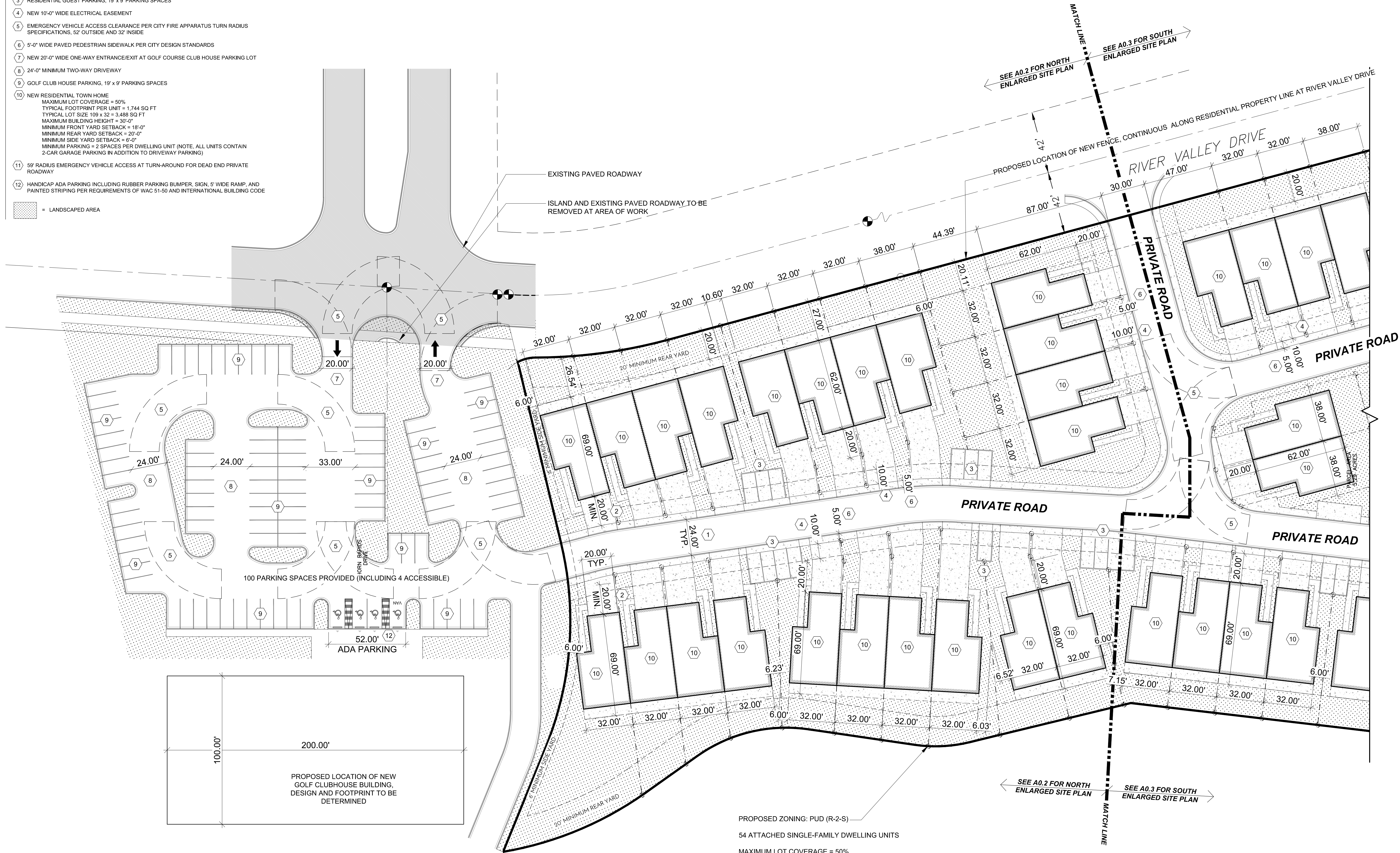
REVISION:

DRAWING:
A0.1

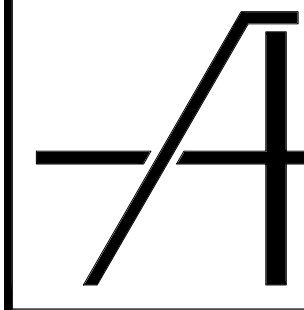
KEYED NOTES

- 1 24'-0" WIDE PRIVATE DRIVE
2 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
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MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
11 59' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
12 HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



ENLARGED SITE PLAN - NORTH
1" = 30'-0"



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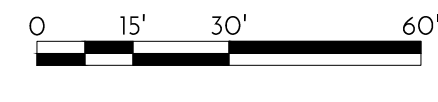
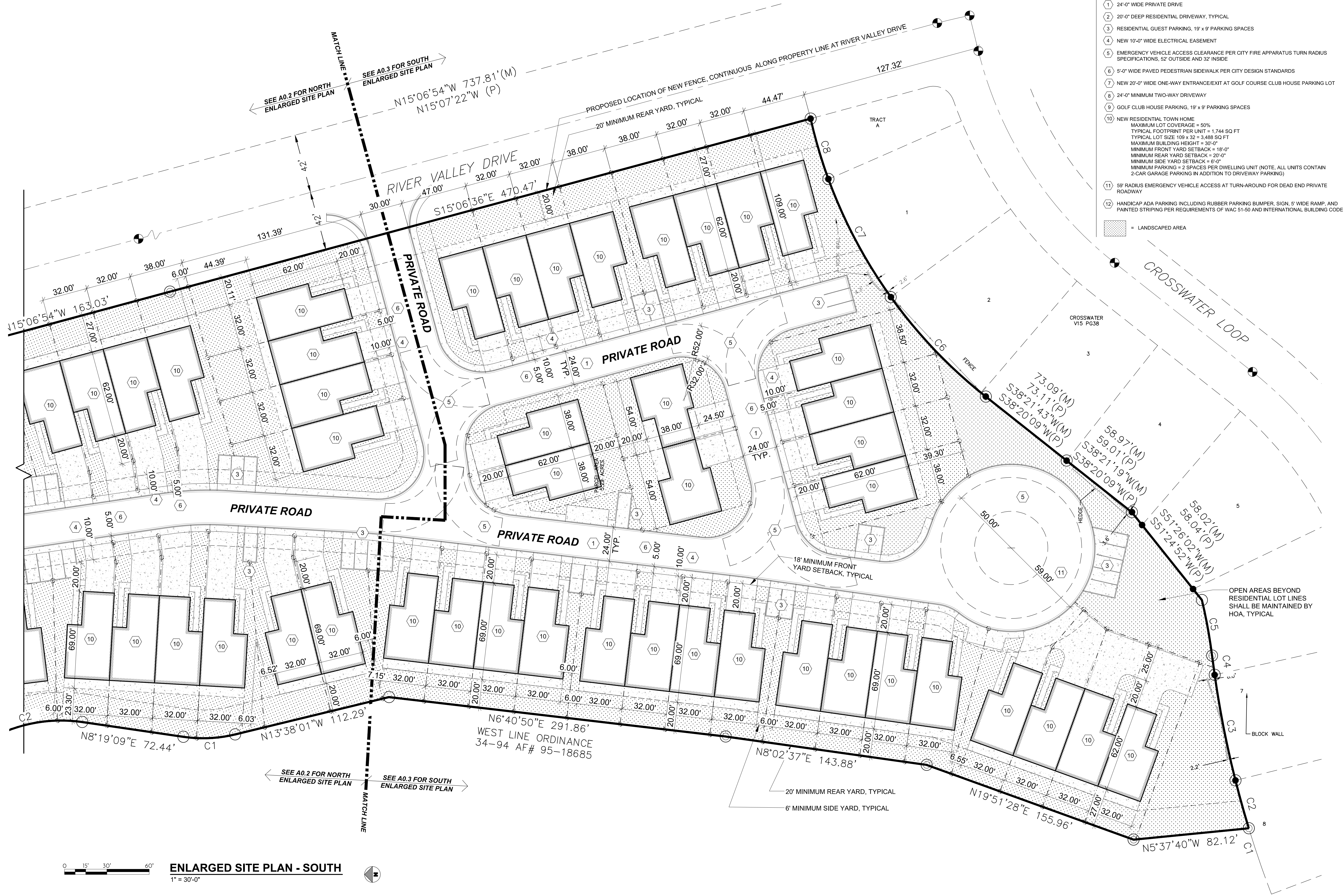
P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
NORTH

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.17
REVISION:

DRAWING:
A0.2

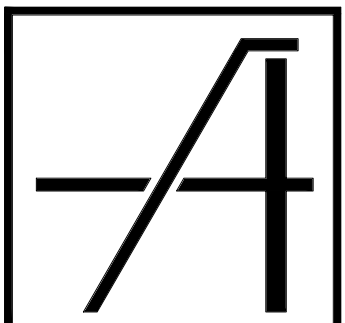


ENLARGED SITE PLAN - SOUTH
1" = 30'-0"

KEYED NOTES

- 24'-0" WIDE PRIVATE DRIVE
- 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL GUEST PARKING, 19' x 9' PARKING SPACES
- NEW 10'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
- 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
- NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 24'-0" MINIMUM TWO-WAY DRIVEWAY
- GOLF CLUB HOUSE PARKING, 19' x 9' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109 x 32 = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 6'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE, ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 50' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



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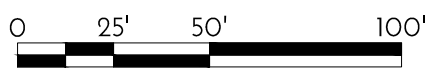
HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN - SOUTH

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020-Dec-17
REVISION:

DRAWING:
A0.3

P:\0218 Project\40-18\MOBA0001_SP.dwg Layout: A0.4 Printed by: Kymal Shukley Date: 2020-Dec-17 1:09 PM



PHASING SITE PLAN
1" = 50'-0"

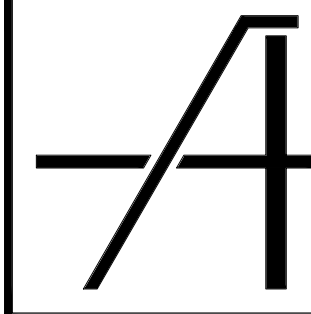


Curve Table			
CURVE	LENGTH	RADIUS	DELTA
C1	36.97	96.50	21°57'10"
C2	78.90	103.50	43°40'38"
C3	104.28	231.61	25°47'51"
C4	139.97	225.50	35°33'51"
C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

Curve Table						
CURVE	LENGTH(M)	RADIUS	DELTA	CH. BRNG.	CHORD	LENGTH(P)
C1	28.80	722.00	2°17'09"	S71°52'50"W	28.80	
C2	35.22	722.00	2°47'42"	S74°25'16"W	35.22	
C3	76.27	722.00	6°03'10"	S78°50'42"W	76.24	76.28'
C4	13.78	722.00	1°05'38"	S82°25'06"W	13.78	13.78'
C5	40.01	388.00	5°54'30"	N79°37'37"E	39.99	40.02'
C6	97.77	350.00	16°00'16"	S46°21'17"W	97.45	97.82'
C7	95.02	350.00	15°33'18"	S62°05'27"W	94.73	94.78'
C8	44.63	350.00	7°18'24"	S73°36'07"W	44.60	44.77'

LEGEND

	PHASE 1 TOWN HOMES
	PHASE 2 TOWN HOMES
	PHASE 3 GOLF COURSE CLUB HOUSE
	PHASE 4 TOWN HOMES



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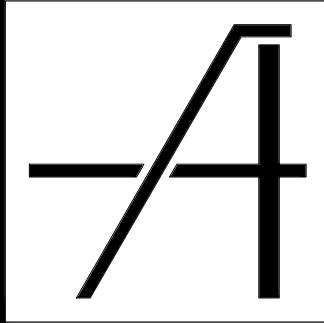
DRAWING:
A0.4

TOPOGRAPHIC SURVEY

PORTION OF HORN RAPIDS GOLF COURSE PROPERTY
SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY WASHINGTON.

SURVEYOR'S NOTES:

- 1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, SOUTH ZONE, NAD83(11), BASED ON GPS OBSERVATIONS. DISTANCES ARE "GROUND" SCALED FROM GRID USING A COMBINED FACTOR OF 0.99990897 (1.000091038).
- 2. VERTICAL DATUM IS NAVD88, BASED ON UPON GPS STATIC OBSERVATION PROCESSED USING NATIONAL GEODETIC SURVEY ONLINE POSITIONAL USER SERVICE (OPUS) & CONFIRMED BY FIELD TIES TO CITY OF RICHLAND CONTROL NETWORK.
- 3. CONTOURS ARE DERIVED FROM DIRECT FIELD OBSERVATIONS. CONTOUR INTERVAL IS 1.0 FEET.
- 4. ● = DENOTES FOUND 1 1/2" BRASS CAP IN MONUMENT CASE.
- 5. = INDICATES SPOT ELEVATION.
- 6. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH A TRIMBLE R8-4 GPS SYSTEM UTILIZING REAL TIME KINEMATIC METHODS. STATE PLANE COORDINATES WERE ESTABLISHED FROM STATIC OBSERVATIONS. GPS OBSERVATIONS WERE PROCESSED USING OPUS. TOPOGRAPHICAL POINTS WERE CREATED USING A LEICA MS60 TOTAL STATION.
- 7. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM UNDERGROUND UTILITY LOCATE MARKS PROVIDED BY OTHERS AND ASSUMPTIONS BETWEEN ABOVE GROUND STRUCTURES.
- 8. THIS IS NOT A BOUNDARY SURVEY. NO ATTEMPT WAS MADE TO DETERMINE LOCATION OF PROPERTY BOUNDARIES, STREET RIGHTS OF WAY, OR EXISTING EASEMENTS.
- 9. THIS SURVEY IS A COMPILATION OF FIELD WORK PERFORMED MAY 2019, SEPTEMBER 2020, AND DECEMBER 2020.



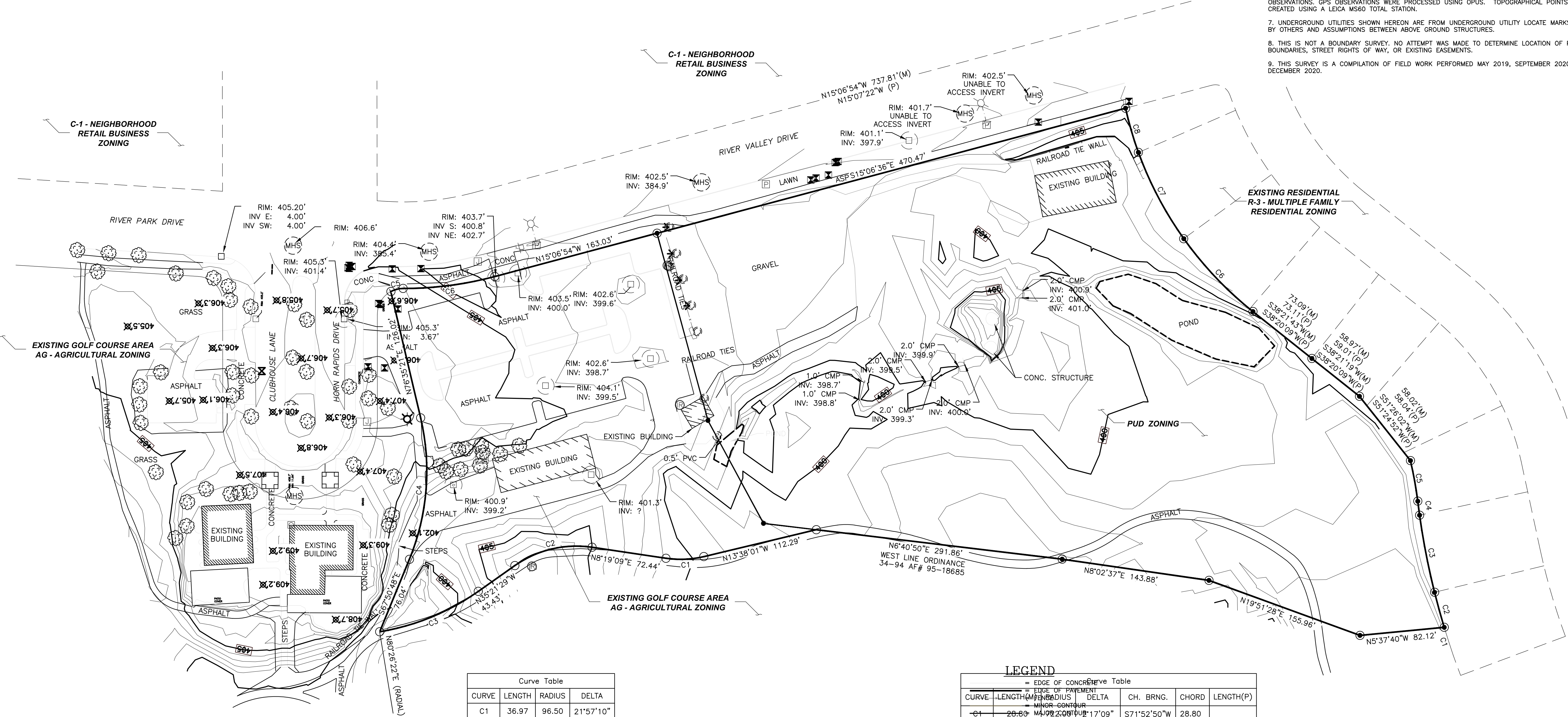
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EXISTING SURVEY AND
TOPOGRAPHY

CAD FILE:
4018A0001_SP.dwg
DESIGNED: JMA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.17
REVISION:
DRAWING:
V0.1

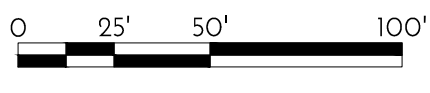


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C5	12.34	25.00	28°16'18"
C6	89.90	342.00	15°03'38"

LEGEND					
—	EDGE OF CONCRETE				
—	EDGE OF PAVEMENT				
—	MINOR CONTOUR				
—	MAJOR CONTOUR				
—	LAND				
—	SEWER				
—	GAS				
—	CATCH BASIN				
—	FIRE HYDRANT				
—	SI				
—	WATER VALVE				
—	JACKBOX				
—	IRRIGATION BOX				
—	ELECTRICAL PANEL				
—	PHONE PEDESTAL				
—	SEWER CLEAN OUT				
—	TRANSFORMER				
—	LIGHT POLE				

RSI ROGERS
SURVEYING INC., P.S.
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RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT	GALE REW CONSTRUCTION	JOB	28620
PROJECT	TOPOGRAPHIC SURVEY	PTN SEC 28, T.10N., R28E., W.M.	
DRN. BY	ALM	SCALE	1"= 60'
APPROVED	DPB	DATE	12/7/20
F. B. NO.	BK R61	ACAD VER	- C3D19
FILE:	38620.DWG	SHEET	1 OF 1



EXISTING SURVEY & TOPOGRAPHY
1" = 50'-0"



From: [Craig MacDonald](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids townhomes
Date: Tuesday, April 20, 2021 5:15:10 PM

I support the construction of subject townhomes on the Horn Rapids golf course property. Revenue stream from the townhomes will enable the funding of much needed capital improvements to the golf course and keep it viable. A viable golf course is critical to Horn Rapids homes maiming their value.

Thank you

Sent from my iPhone

Craig

From: [Tony Maki](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhomes
Date: Tuesday, April 20, 2021 3:36:30 PM

I fully support the building of the 54 townhomes being built at Horn Rapids Golf Course. They will enhance the beauty of the area, allow the golf course to continue to improve and bring new residents to Richland.

Having been born and raised in Richland, the success of Horn Rapids Golf Course is critical to the success of Richland and the whole Tri-Cities.

Please approve the development.

Respectfully submitted — Tony Maki

From: [Mark Marinaro](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Townhome Project
Date: Wednesday, April 21, 2021 7:17:22 AM

To whom it concerns,

We are strong supporters of Mr. Rew's vision for his golf course. We are eager for the new improvements and new amenities to be completed. When he purchased the golf course he was up front with the community expressing that the townhouse project was integral to the overall development vision and funding strategy to make it all happen. We live here and are eager to see his vision completed! The townhouses will be another nice new addition, as has Grayhawk, Wild Canyon, Quail Ridge, and soon Crystal Springs.

Sincerely,

Mark and Penny Marinaro. 2655 Grayhawk Loop Horn Rapids
Golf Course Community. 509-371-9577.

Sent from [Mail](#) for Windows 10

From: [Terrie Marshall](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Townhomes project
Date: Tuesday, April 20, 2021 8:16:14 PM

I am Not in favor of the Horn Rapids Golf Course Townhome project as the plans are now. They are infringing too much on existing homeowners on Crosswater Loop who bought Golf course view lots and are now losing their entire views. Mr. Rew has not even tried to have a meeting to work with these neighbors on a compromise. If Mr. Rew would rework his plans to not infringe on our neighbors and community, then we could support some townhomes on his property.

Thank you,
Terrie Marshall

From: [William McCaffrey](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes.
Date: Saturday, April 24, 2021 1:38:02 PM

We support the building of town homes proposed to replace the cart shed adjacent to the Horn Rapids Admin Building..

Bill and Sandy McCaffrey
3258 Wild canyon Way
Horn Rapids

From: [Robert McMinn](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids
Date: Tuesday, April 20, 2021 7:26:42 PM

I'm writing this email to voice My support for the townhouses Brad Rew has planned for Horn Rapids. They will be a great addition to our community.

From: [Eric Mendenhall](#)
To: [Stevens, Mike](#)
Cc: [Roscoe Slade](#)
Subject: RE: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD
Date: Monday, March 29, 2021 1:52:15 PM
Attachments: [image001.png](#)

Mike,

So, this project was included in the original SEPA review and determination? If it was, why is the City reviewing the SEPA again? I would presume that it is because it either wasn't included in the original review or is increasing density, traffic and other impacts. Since the SEPA checklist provided doesn't reference to the prior SEPA determination it is impacts, I can only presume it wasn't contemplated in the Horn Rapids Planned Development. The City of West Richland is interested in the impacts associated with traffic heading our way and our roadways. We would like to request a TIA be provided to show impacts within the COWR intersections for this new project so we can provide informed comments.

Thank you,

Eric Mendenhall
Community Development Director

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Monday, March 29, 2021 1:25 PM
To: Eric Mendenhall <emendenhall@westrichland.org>
Subject: RE: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD

They weren't required to submit one given its location within the existing Horn Rapids development and the prior environmental work that was done years ago when Horn Rapids was originally approved and developed.

From: Eric Mendenhall <emendenhall@westrichland.org>
Sent: Monday, March 29, 2021 1:19 PM
To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Subject: RE: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD

Mike,

I didn't see a transportation impact analysis study included. Can you please forward over too.

Thanks,

Eric Mendenhall
Community Development Director

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Monday, March 29, 2021 11:40 AM

To: Anthony Muai <anthony.muai@ci.kennewick.wa.us>; Anthony Von Moos <anthony.vonmoos@co.benton.wa.us>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Blaine Broberg, KID <bbroberg@kid.org>; Boring, Michael <MBoring@CI.RICHLAND.WA.US>; Boshart, Thomas <tboshart@CI.RICHLAND.WA.US>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; Darrick Dietrich <darrick@basindisposal.com>; Deanna Davis <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodgers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Florinda Coleman <florinda.coleman@co.benton.wa.us>; Ghbein, Briana <bghbein@ci.richland.wa.us>; Greg McCormick <gregory.mccormick@ci.kennewick.wa.us>; Greg Wendt <greg.wendt@co.benton.wa.us>; Gregory Goodwin, Ziply <gregory.goodwin@ziply.com>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; USPS Ina N. Beutler <ina.n.beutler@usps.gov>; Jason McShane <jmcshane@kid.org>; Jennings, Tyler <tjennings@CI.RICHLAND.WA.US>; Jerrod Macpherson <Jerrod.Macpherson@co.benton.wa.us>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; Joseph Cichy, Ziply <joseph.cichy@ziply.com>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Lopez, Brandin <blopez@CI.RICHLAND.WA.US>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Pasco99301 <99301PascoWA-Postmaster@usps.gov>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Rick Dawson <rickd@bfhd.wa.gov>; Rob Rodger <rob.rodger@bentoncleanair.org>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; 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>; T.S. "Max" Platts <PlattsT@wsdot.wa.gov>; WA Dept of Fish & Wildlife <lopezlal@dfw.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; West, Julie <jwest@ci.richland.wa.us>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; William Simpson <william.simpson@commerce.wa.gov>

Subject: Email 1 of 3 PUD2021-101 The Links Residence at Horn Rapids PUD

Attention:

Attached to this and the following 2 emails you will find the Notice of Application, SEPA Checklist and related information for a proposed Planned Unit Development within the City of Richland named "The Links Residence at Horn Rapids PUD". The City of Richland is utilizing the Optional DNS Process outlined in WAC 192-11-355. As a result, this may be your only opportunity to comment on the environmental impacts of the proposed development. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).



Mike Stevens

Planning Manager

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

(509) 942-7596

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This is an external email and did not originate from the City of West Richland's email system.

This is an external email and did not originate from the City of West Richland's email system.

From: [Mickey Meyer](#)
To: [Stevens, Mike](#)
Subject: Regarding request for approval of 54 new townhouses
Date: Wednesday, April 21, 2021 4:24:04 PM

I am in total agreement of these 54 new townhomes by Brad Rew in Horn Rapids.

Thank you,
Mickey Meyer
Horn Rapids

Sent from my iPhone

From: [Rd 46](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids condominium and new golf course clubhouse and parking expansion
Date: Thursday, April 22, 2021 12:59:28 PM

Mr Stevens

I am writing to you because I have been made aware of future development in Horn Rapids that will severely impact my quality of life as I live less than a tenth of a mile from Clubhouse Lane in Horn Rapids!! Hence;

I am opposed to any development in Horn Rapids that will increase traffic and noise from traffic. My neighborhood already has traffic noise from SR 240. The traffic light at Kingsgate Way and SR 240 is a major contribution to traffic congestion and noise. A free right turn onto SR 240 is no longer permitted making congestion worse. The congestion and noise will only get worse with the apartments north and west of the new Shell gas station on Kingsgate Way Hence the proposed development will negatively affect the current deterioration in quality of life in Horn Rapids. By substantially increasing traffic and noise associated with the traffic. A 52 unit condo and 100 space parking lot has the potential to increase traffic to Hanford rush hour levels in a residential neighborhood. Already choking from increased traffic. Again I am opposed to these future development projects!

**Sincerely,
RD Meyers
Prestwick Dr resident**

Changes and Details Affecting Homeowners

- The 52 units actually extends beyond the originally planned 2 homes in back of Crosswater to the 8th house on that street.
- The development includes a road and a roundabout. The 52 units are on both sides of the road and the roundabout ends where it will be visible to owners on Crosswater, Sawgrass, Troon, and potentially anyone whose house backs towards the driving range.
- The roundabout will add noise and lights in the middle of a residential area
- The parking lot is 100 spaces backing right up to the end of Prestwick. A parking lot of this size will result in increased noise and disruption. If there are events of tournaments, all of that traffic will go into that parking lot, potentially into the night for events.
- There is nothing to stop the owner from developing more of the golf course property.
- There is an expectation that the condo owners will be part of the Horn Rapids HOA, meaning they will have access to the pool and other amenities.

From: [Vickie Moon](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Tuesday, April 20, 2021 5:12:21 PM

We would vote NO to the town homes. The actual Horn Rapids community is not done filling up yet either. Lots more homes are going to be built.

The traffic is already getting worse because of the frozen food trucks and the amount of trains going through now. One day traffic was backed up between our Horn Rapids and the Michelles because of the train...we thought there had been an accident it took so long to get to the bypass highway.

Also the apartment buildings, across the road from Horn Rapids, are not rented yet and that alone will add to the traffic....Has anyone thought about that???

Don't forget all the Hanford workers as well.

What will it take, an elderly homeowner that NEEDS to get to the hospital and they die, because of the traffic jams and trains?

Until the road gets more lanes and there is an overpass for the train....no more people using the road.

Victoria Moon
Horn Rapids home owner.

From: [Thomas Morris](#)
To: [Stevens, Mike](#)
Subject: Townhomes at Horn Rapids
Date: Sunday, April 25, 2021 6:52:10 PM

To Whom It May Concern,

As a resident of Horn Rapids and as an avid golfer (though I golf more at other courses around the TriCities than I do at Horn Rapids) I support the proposed construction of the townhomes adjacent to the 18 hole at Horn Rapids Golf Course. I support this action for several reasons:

- 1- Improving the golf course will have an overall effect of improving our community. Although a few home owners will lose a portion of their view, the improvements to the course promised and allowed from the profits of the townhomes will increase the livability and value of our neighborhoods and community.
- 2- As an avid golfer, I am aware that the TriCities is in need of at least another quality golf course for the public to use. Currently, decent-quality public courses in the area (i.e. Columbia Point, Canyon Lakes, and Sun Willows) are very crowded in my opinion. Often it is hard to get a tee time without scheduling many days in advance.
- 3- Brad Rew has publicly stated that he will invest in the golf course with profits from townhome sales. If he does as he has stated, our community as well as the citizens of the TriCities will benefit greatly.

Thank you for your time and consideration.
Tom Morris

Thomas H. Morris
3081 Deserthawk Loop
Richland, WA 99354
(801) 319-8961
Professor of Geology, BYU - Retired 2018

"Be humble enough to realize that your greatest held convictions may be wrong." ... Henry B. Eyring

From: [Kippy Myers](#)
To: [Stevens, Mike](#)
Subject: New Townhouses in Horn Rapids
Date: Wednesday, April 21, 2021 8:03:04 AM

Hi! We wanted to send a quick email showing my support for the new townhouses that are planned near the golf course in the Horn Rapids community. We have lived here for three years and love this little community and the mixture of homes, condos, "patio homes, and now new townhomes. Many of the people that move here do so because it is a golf course community and we realize that without the golf course our homes' values would depreciate. Brad Rew has been extremely open about his plans for the golf course and that these townhouses are needed for more revenue to put back into the golf course. I have know Brad for many years and I know that he has his heart and soul into making Horn Rapids into a destination golf course along with making a better place for all of us here. Other developers would have just gone ahead and done whatever they wanted without trying to work with the neighbours. Brad is not that guy! He has been open, honest, willing to work with everyone so that he makes it great for all!

Please say yes to the zoning needed for the townhomes! I know the majority of the folks here want them based on the conversations on the Next Door Neighbor app. Unfortunately there will always be nay sayers but they are very much in the minority around here.

Thank you very much!!

Kippy and Greg Myers

From: [Mike Neidhold](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhouses
Date: Tuesday, April 20, 2021 2:02:52 PM
Attachments: [image001.png](#)

Good afternoon. I'm writing in support of the townhouses that are being planned at the Horn Rapids Golf Course. These townhomes are much needed not only for the golf course but for the city of Richland. As you are well aware there is a shortage of housing in the Tri City area, this new construction will help alleviate that problem somewhat. The new construction will also benefit the city by making the Horn Rapids Golf Course a destination golf course, bringing much needed revenue to the city as well.

After years of neglect, Horn Rapids ownership has a vision. New owners have the energy and foresight to make Horn Rapids reach its full potential. The existing land where the new townhomes are to be built is an eyesore to the community, sitting vacant and unattended for over 15 years. It's time to change that and bring the land up to its full potential and reinvest that capital back into our community.

Sincerely,

Mike Neidhold
Head Football Coach
Richland High School
"It's Time To Go To Work"



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From: [Steve Neill](#)
To: [Stevens, Mike](#)
Subject: New Townhomes in Horn Rapids
Date: Wednesday, April 21, 2021 5:59:01 AM

I am in full support of Brad Rew building town homes in Horn Rapids. This process has dragged on way too long. Complaints by homeowners who should have been aware what the land was zoned for has held this up far too long. Another complaint has come from a competitive home builder Pahlisch (who runs Horn Rapids HOA) is nothing more than suppressing our community so Pahlisch can sale more homes.

The vast majority of this community is in full support of the town homes. It is past time for the city to give its approval of this project.

As a life long member of this community & retired principal of Richland High School, I feel Horn Rapids area needs this project.

Sent from my iPhone

From: [Ron Nelson](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Home Build
Date: Tuesday, April 20, 2021 1:34:43 PM

.As an avid golfer for many years at Horn Rapids, the 54 Town Home build by Brad Rew is an outstanding idea. Not only improves the Horn Rapids community but eliminates eyesore areas around the course. I am in total support of the added residency and continued improving of the golf course perimeter and aesthetics.

Thank you,
Ron Nelson
509-438-1201

Sent from my iPad

From: [steve norton](#)
To: [steveconaway@charter.net](#); "Aftanas, Barbara"; "Albro, Pat"; "Anderson, Rick"; "Brausen, Pat"; "Burton, Julie"; "CMMD Properties"; "Conaway, Kathy"; "Deobald, Barbara"; "Drane, Gordon"; "Eckenberg, Kay"; "Ensign, Rachel & Patricia"; "Forsythe, Don"; "Goodman, Ben"; "Griffin, Eileen"; "Hart, Dan & Dana"; "Hobbick, Della"; "K Goodman"; "Kinker, Ron & Patsy"; "Lachman, Harold"; "Lan, Jay & Li-Chuan"; "Laurino, Dr. James"; "Ledford, Cliff"; "Manolopolulos, Chris"; "Manolopolulos, Connie"; "Meyer, Pat"; "Meyers, Robert"; "Mortensen, Rod & Laura"; "Mosley, Jon"; "Murphy, Nancy"; "Neumayer, David & Karen"; "Newman, David"; "Ralston, Maurice"; "Ramos, Phyllis"; "Ray, Jonathon S."; "Rhodes, Virginia (Ginger)"; "Rushman, Michael J."; "Saltz, Scott"; "Santeford, Jack & Linda"; "Schmidt, Michael"; "Sweet, James & Jan"; "Thomas, Judy M."; "Thompson, LeAnna"; "Van Derley, Lisa"; "Weier, Carrie Ann"; "Willson, Chris"; "Wyborny, Bruce & Janet"
Cc: [Stevens, Mike](#)
Subject: Re: New Condos and the golf course
Date: Thursday, April 22, 2021 8:38:04 PM

Hello all. First, I'd like to be clear that I completely understand and respect Steve's position and anyone else who holds similar views. We each have a right to our opinions and beliefs and for those opinions to be heard.

I'd like to offer a different perspective of the condo/golf course development for you to consider. I'm not trying to convince you my opinion is "the right" opinion, it's just a different one.

I attended and participated in all the informational meetings the new golf course owner (Brad Rew) held 2 years ago (or whenever that was, hard to measure time these days!). The condos, new club house, moving the golf course parking lot, potential improvements to the driving range, etc., were all discussed. There is nothing new that hasn't already been presented.

I was born and raised in Richland. That was when "South Richland" was still north of the Yakima River and nobody locked their doors. Yes, the Tri-Cities has grown tremendously over the past 60 years and it will grow even more over the next 60 years. While we may sometimes want to stop "progress" in it's tracks and keep everything the same for the next 60 years, that's probably not going to happen. All the area east of the new roundabout is destined for building. Building continues on the west edge of Horn Rapids and hundreds, if not thousands, of new units will be built over the years. That's just the way it is and yearning for the 1960's again won't change it.

We live in a golf course community. The quality and desirability of the golf course affects the value and desirability of our homes directly. Depending on what sources you choose to use, there are about 20% less golfers now than in 2003 and the number of golf courses closing or going bankrupt each year is more than the number of new courses being developed. When a golf course goes belly up the associated home values typically drop by 25% - 40%. The original course owner took most of the revenue out of the business and put very little back into the course (golfers here know this). The course was heading downhill, and play was declining. Not hard to imagine the outcome of 5-10 more years of that. He'd had it for sale for many years but of course there were no buyers because golf courses generally aren't a good investment.

The new owner was very upfront with us at those early information meetings. The only way this golf course could be a sound investment (by anyone) was by rezoning that small (several acre) parcel by the cart barn and developing it. Without that, there would be no reason (for anyone) to buy this golf course. Developing the condos is what made the investment worthwhile, and the only way to provide the cashflow needed to save this course from the inevitable demise it was heading for. Golfers know that the courses owned by casinos are typically some of the finest courses around. That's because the casino business subsidizes the course. Without that extra source of income, the course couldn't put the resources into itself to become or stay a nice course.

I am completely and unequivocally in support of building the condos and everything that goes with that effort. I want our golf course community to thrive, and that development will provide the necessary lifeblood. Without it, the course will be sold again (for pennies on the dollar) and it will get back onto the cow pasture trajectory it was just a few years ago. I don't want to live on a cow pasture and I certainly don't want to try and sell my house when it is in the middle of one.

Thanks for reading this and take care.

Steve Norton

Prestwick Homeowner for ~20 years

From: steveconaway@charter.net <steveconaway@charter.net>

Sent: Wednesday, April 21, 2021 3:57 PM

To: 'Aftanas, Barbara' <baftanas@gmail.com>; 'Albro, Pat' <palbro22@frontier.com>; 'Anderson, Rick' <andertam@icloud.com>; 'Brausen, Pat' <pdrausen@charter.com>; 'Burton, Julie' <janorthwest1@gmail.com>; 'CMMD Properties' <craig@chuntington.com>; 'Conaway, Kathy' <kateconaway@charter.net>; 'Conaway, Steve' <steveconaway@charter.net>; 'Deobald, Barbara' <btdeobald@gmail.com>; 'Drane, Gordon' <gordondrane@umpquabank.com>; 'Eckenberg, Kay' <jm.eckenberg@efarms.com>; 'Ensign, Rachel & Patricia' <ensignrachel@gmail.com>; 'Forsythe, Don' <forsythe.a@gmail.com>; 'Goodman, Ben' <versatileprop@aol.com>; 'Griffin, Eileen' <elois2837@gmail.com>; 'Hart, Dan & Dana' <dndhart84@gmail.com>; 'Hobbick, Della' <dhobbick@frontier.com>; 'K Goodman' <kathnelijah@yahoo.com>; 'Kinker, Ron & Patsy' <pskinker@hotmail.com>; 'Lachman, Harold' <hplach1938@gmail.com>; 'Lan, Jay & Li-Chuan' <jayshyonglan@gmail.com>; 'Laurino, Dr. James' <james_laurino@yahoo.com>; 'Ledford, Cliff' <ledfordtroy@yahoo.com>; 'Manolopolulos, Chris' <cmano@rcsothebysrealty.com>; 'Manolopolulos, Connie' <conniemano@gmail.com>; 'Meyer, Pat' <info@athomenotaryclasses.com>; 'Meyers, Robert' <rd.meyers.46@icloud.com>; 'Mortensen, Rod & Laura' <rod.mortensen22@gmail.com>; 'Mosley, Jon' <mslejohn@gmail.com>; 'Murphy, Nancy' <murphyna@frontier.com>; 'Neumayer, David & Karen' <neumayer3@charter.net>; 'Newman, David' <danman728@yahoo.com>; 'Norton, Steve & Denise' <golfisme@hotmail.com>; 'Ralston, Maurice' <mavara1ston1939@gmail.com>; 'Ramos, Phyllis' <pramos1@aol.com>; 'Ray, Jonathon S.'

<jsr40986@gmail.com>; 'Rhodes, Virginia (Ginger)' <ginarhoad@gmail.com>; 'Rushman, Michael J.' <rushman_m@yahoo.com>; 'Saltz, Scott' <coachscott101@icloud.com>; 'Santeford, Jack & Linda' <easymoney@seanet.com>; 'Schmidt, Michael' <mr_aj_schmidt@msn.com>; 'Sweet, James & Jan' <sweeterdreams@frontior.com>; 'Thomas, Judy M.' <thomasjdth@yahoo.com>; 'Thompson, LeAnna' <leanna_j_thompson@outlook.com>; 'Van Derley, Lisa' <lavval@hotmail.com>; 'Weier, Carrie Ann' <cweier@aol.com>; 'Willson, Chris' <cwillson51@gmail.com>; 'Wyborny, Bruce & Janet' <janetwyborny@gmail.com>

Subject: New Condos and the golf course

I'm putting on my concerned homeowner hat for this email. I hope that all of you who read this will have already read the email from Kathy Conaway, the President of the Prestwick at Horn Rapids Assoc. that included attachments.

This email is not from the Prestwick HOA, only from a very, very concerned homeowner. I truly believe that the increased traffic from 52 condos will over burden an already taxed main entrance to Horn Rapids. The intersection at Club House Ln. and River Park Dr. is hectic enough already. Imagine 52 condos just across from the swimming pool and to the left all the way to the back of the homes on Crosswater. The condos will also eliminate the present view that 8 homes on Crosswater enjoy.

A new parking lot that backs up to the rear of 2537, 2541, 2543 and 2545 Prestwick Drive has the potential for a lot of noise a few feet from a residential area, especially during weekends, tournaments' and events and evenings.

There is also a proposal for a new Clubhouse, possibly two stories, right behind 2541 and 2543 Prestwick Drive. That has the potential for a big increase in noise for what is now the border of a residential area.

Those are just a few of my thoughts about a project that I totally oppose. In closing, I personally don't believe that Brad Rew was completely and totally upfront to the Horn Rapids Master HOA about his plans.

These are my personal thoughts and feelings.

Regards,

Steve Conaway
Prestwick homeowner

Please contact mstevens@ci.richland.wa.us with your thoughts pro or con.

From: [Pat O'Neill](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Tuesday, April 20, 2021 4:47:32 PM

I am in support of building the 54 Town Homes.
Please approve this project.
Thank you,
Patricia O'Neill

From: [O'Rorke, Kevin](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Thursday, April 22, 2021 3:06:20 PM
Attachments: [image001.jpg](#)

Mr. Stevens,

I am writing to you today to express my support for the proposed townhomes project at Horn Rapids Golf Course. As a resident of Horn Rapids and a community leader, I cannot express to you enough the need for the influx of development growth and capital that this project will infuse into our community. Mr. Rew has invested much in the course and community since his acquisition, but much more needs to be done to bring the entire plan up to par for it's original vision and beyond. It has the opportunity to be a gem and source of pride for our community as well as a great revenue generator for the city. Please give the project your support and approval.

Warmest Regards,

Kevin O'Rorke
VP / Market Manager
Cherry Creek Media
Tri-Cities, Washington
2823 West Lewis Street
Pasco, WA 99301
(509) 547-1618



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From: [Lara Ortega](#)
To: [Stevens, Mike](#)
Subject: Support Town Homes at Horn Rapids
Date: Wednesday, April 21, 2021 5:20:20 PM

I support the town homes to be built in Horn Rapids.

Thank you,
Lara Ortega

From: [Patrick Paulson](#)
To: [Stevens, Mike](#)
Cc: [Laurie Ness](#)
Subject: PUD2021-101 and EA2020-133
Date: Tuesday, April 6, 2021 9:07:51 AM

This looks fine to us. Also the rezone on Bradley Avenue. (Just because it seems like the only time you hear from us all we do is complain...)

From: [A Perri](#)
To: [Stevens, Mike](#)
Subject: Support of Horn Rapids Townhomes
Date: Tuesday, April 20, 2021 6:44:57 PM

I am sending this email in support of the new town homes planned to be built in Horn Rapids. As Richland continues to become a favored destination for both families and retirees, certainly the addition of these town homes, and Horn Rapids evolving into a premier community golf course, will do nothing but benefit the City of Richland. Brad Rew's vision to transform HR into a true Master Planned Community will support the revitalization of Richland's downtown corridor, assisting in the success of its businesses and providing tax revenue. It's a win, win, for both the HR community and the City of Richland.

Thank you,
Al Perri

Sent from [Mail](#) for Windows 10

From: [JA P](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf/ Brad Rew
Date: Tuesday, April 20, 2021 3:01:29 PM

To whom it may concern

The building of Town homes will make the quality of life in Horn Rapids so much better as well as attracting more businesses and golfers to the area!!!! Let's move forward with this project!!!!

Jim & JoAnn Perry
2349 Copperhill

Sent from my iPhone

From: [Kathy Pessein](#)
To: [Stevens, Mike](#)
Subject: Request for Approval of 54 New Townhomes in Horn Rapids by Brad Rew
Date: Tuesday, April 20, 2021 6:24:21 PM

I am in total agreement of these new 54 townhomes by Brad Rew being built in Horn Rapids. I believe they will improve and add value to our community and property values.

Thank you,
Bernice Pessein
Horn Rapids Copperleaf Division

From: [JD PETERS](#)
To: [Stevens, Mike](#)
Cc: stevelorenice@hotmail.com
Subject: May 10th Hearing Examiner Meeting
Date: Friday, April 30, 2021 7:36:47 PM
Attachments: [Image.jpeg](#)

Our names are Jerry D. and Louise S. Peters and we reside at 2846 Crosswater Loop, Richland, WA

We purchased our home, which is located in the Horn Rapids area in 2012. Our home is adjacent to the Horn Rapids Golf Course (HRGC) and we purchased this house to be our retirement home. We are golfers and do enjoy the golf course as Annual Pass holders. This particular home was purchased because it was adjacent to the HRGC and advertised to have a view of the golf course. From our backyard we can view holes 16, 17 and 18. We paid a higher price for our home and have been assessed and taxed at a higher rate, because it is adjacent to and has a view of the HRGC. It was also our understanding that there was a Deed Restriction that did not allow for anything other than golf course property behind our home.

We do not understand how this Deed Restriction could be lifted with no notification or recourse to the homeowners on Crosswater Loop. It also appears that now this applies to the entire golf course and there may be other places the Rews could build. We feel that the Deed Restriction with the intent of the City of Richland not to have other than golf course buildings on the golf course, should not have been determined to be unenforceable due to lack of complete description. This Deed Restriction should have been amended to include a more thorough description and been enforced because the intent, longevity and the fact that homes all over the HRGC were sold with this Deed Restriction in places believed to be valid and enforceable.

We support the Rews being successful with the HRGC and their Townhome project, but not at the expense of their Crosswater Loop neighbors. As the Rews plans are now, eight of the Crosswater Loop homeowners will lose all or most of their view, which will result in a large personal and financial loss. These Townhomes will be very intrusive of the backyards and privacy of the Crosswater Loop homeowners.

Since the City Council Meeting, September 17, 2019 when the council concluded by saying that a compromise was needed by the Rews with the Crosswater neighbors, there was one email by the Rews which contained a drawing. The response by the Crosswater Loop neighbors was to make a couple of changes to the drawing and return it to the Rews. These Crosswater Loop neighbors tried to compromise with the Rews, and tried to contact them several times but have been ignored and in fact the Rews drawing that is now being presented to the City of Richland was made worse than first presented to Crosswater Loop neighbors with even less view and more intrusive.

We do not support the application by the Rews as it stands. We are ready to work with the Rews on a compromise.

Thank you and please include our letter in the report.

Jerry D. And Louise S. 

From: [John Price](#)
To: [Stevens, Mike](#)
Subject: I support the 54 town homes at Horn Rapids
Date: Wednesday, April 21, 2021 4:26:26 AM

John Price
2326 Benton Ave
Richland
509-947-4148

Sent from my iPhone

**CITY OF RICHLAND
PUBLIC WORKS ENGINEERING
DEVELOPMENT COMMENTS**

DATE: April 29, 2021

TO: MIKE STEVENS, PLANNING MANAGER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
PETE ROGALSKY, PUBLIC WORKS DIRECTOR

PROJECT NAME: THE LINKS AT HORN RAPIDS (PUD2021-101)

PROJECT LOCATION: WEST OF RIVER VALLEY DRIVE

The Public Works Engineering Division has reviewed the PUD application received in this office on March 29, 2021 for the above referenced property and has the following conditions.

General Conditions:

1. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in full size (and electronic) format. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
2. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
3. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City's webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
4. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it

to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final plat acceptance.

5. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
6. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"=40'.
7. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
8. All construction plan sheets shall include the note "CALL 811" or: <http://www.call811.com/>
9. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

10. Public improvement design shall follow the following general format and shall conform to the latest edition of Public Works design standards:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Any manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - C. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - D. Watermains larger than 8-inches in diameter shall be ductile iron.
 - E. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - F. All watermains outside areas zoned R1 shall be ductile iron.
 - G. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - H. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC.
 - I. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - J. Where appropriate, all utilities shall be extended to the adjacent property (properties) at the time of construction.
 - K. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets. 12% can be allowed for local streets for short distances.
 - L. The minimum centerline radius for local streets shall be 100-feet.
 - M. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - N. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - O. A detailed grading plan shall be included in the submitted plan set.
 - P. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.

- Q. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - R. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - S. All curb returns at minor intersections shall have a minimum radius of 25-feet.
 - T. All streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - U. All intersections of streets shall meet horizontal, vertical and intersectional design requirements for sight distance (Vision Clearance Triangle).
 - V. All driveways for commercial projects or intersections of private roadways shall construct City standard commercial driveways. Radius-style driveways are not allowed.
 - W. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - X. Construction plans shall reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public.
 - Y. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
11. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
12. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVAs only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.
- Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.
13. SURVEY MONUMENT DESTRUCTION:
All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).

- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and the file a permit with the DNR.

It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

- 14. All streets within this preliminary plat shall be constructed to City standards with regards to pavement section and materials. The proposed streets are narrower than City standards. As such, on-street parking will be prohibited on all streets narrower than 34 feet from face of curb to face of curb. Street signs indicating restricted parking shall be installed at the developer's expense prior to final platting. The restricted parking areas shall be indicated on the construction plans and the final plat. All street signage will be installed by the developer prior to final platting.
- 15. Driveway locations shall meet the requirements of RMC Chapter 12.04.070. It appears that the driveways for lots 53 and 54 do not comply with this section of code.
- 16. The guest parking spots proposed as parallel parking stalls behind the sidewalk will not be permitted as they create an undesirable conflict between pedestrians and vehicles.
- 17. The off-site modifications to the Clubhouse Lane right of way (depicted as "phase 3" on the phasing site plan) will not be permitted as proposed if the area remains as public street right of way. Right of Way vacation is a legislative decision of the City Council with the process defined in state law. At this time the City has not received a petition requesting vacation of that portion of Clubhouse Lane.
- 18. The provided estimate of trips-per-day under SEPA item 14.f is incorrect. Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities they are likely to produce higher trips per day per unit, similar to single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations. If the City amends the municipal code to include a traffic impact fee applicable to this area this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the street system.
- 19. A note will be shown on the face of the final plat stating that River Valley Drive is classified as a major collector street. Subsequently, no driveways directly accessing single family lots will be allowed onto it.
- 20. Per RMC Chapter 12.10.035, sidewalks shall be installed along all street frontages.
- 21. The developer and his engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements.
- 22. Pedestrian ramps shall be designed to current City standard details and A.D.A. standards.
- 23. The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in

a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

24. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
25. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

26. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. This water main shall be sized to adequately supply domestic water and fire flows to the proposed development.
27. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed. Looping of the water system provides redundancy and helps to eliminate stagnant water.
28. The fire hydrant layout shall be approved by the City Fire Marshal.
29. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development.

Sanitary Sewer:

30. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
31. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.

Storm Water:

32. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.
33. Privately-owned on-site storm drainage systems shall be designed following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the

current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". Calculations shall be stamped by a registered professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. The applicant's design shall provide runoff protection to downstream property owners.

34. Public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.
35. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
36. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
37. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
38. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.
39. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
40. Any parcel occupied by a City stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
41. The developer should consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. City storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal, so if the developer wishes for the pond to be landscaped and visually appealing, then a homeowners association should be considered for long-term landscape maintenance responsibilities. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

42. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Solid Waste:

43. Due to limited turnaround space, lots located on dead-end streets may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting Requirements:

44. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.
45. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements or right-of-ways for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
46. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
47. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
48. If one does not already exist a ten-foot public utility easement along the River Valley Drive frontage shall be provided on the face of the final plat.
49. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
50. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. If deemed necessary a note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads". And: "The private drives within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."*

51. Street signs indicating restricted parking areas shall be installed at the developers expense prior to final platting. The restricted parking areas shall be indicated on the final plats.
52. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
53. A one-foot "No access / screening easement" will be required along the River Valley Drive Right of Way.
54. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
55. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

From: [Rich Quadrel](#)
To: [James Buelt](#)
Cc: [Stevens, Mike](#); [Brad Rew](#); [Jeff Riddelle](#)
Subject: Re: Horn rapids golf course
Date: Tuesday, April 20, 2021 9:09:34 PM

Great letter Jim, thanks!

Brad - what are the next steps? What approvals yet need to be made and what can the community do to help?

Rich.

[Rich Quadrel](#)

On Tue, Apr 20, 2021 at 3:09 PM James Buelt <jimchat46@aol.com> wrote:

I am writing you today as a private resident who enjoys golf in this wonderful city of ours. I have been a regular player and most times annual member at horn rapids since it's inception nearly 30 years ago. You may have heard that it's condition and reputation, especially with those outside our community, is wanting due to lack of resources to convert and maintain the course into the class facility for which it was envisioned. The sale of the course to a Richland based business run by Brad Rew has the opportunity to provide just that. He has created a business plan and long term vision for the course that I, for one, believe in and that will convert and maintain the course into a condition that will not only represent our community well but attract visitors in large numbers. Imagine a pristine course bordered by natural areas of sagebrush, cacti, and natural grasses that harbor quail, curlew, killdeer, and cotton tail. Imagine also a world class clubhouse with a quality café/restaurant, lounge area, pro shop, and event center.

But none of this can happen without the help of the city and its leadership. Mr. Rew's business plan requires the construction of approximately 50+ units of townhouses along the 18th fairway to generate the revenue for the necessary improvements. There has been opposition by some of the residents whose view of the course would be moderately impacted. But those impacts have been moderated and there is a growing voice of support and excitement by people such as myself for the overall improvements that this venture would accomplish. I ask that you thoughtfully consider Brads business plan and all the benefits that it will bring to the golf course, the horn rapids homeowners, and the city as a whole.

Please know that I fully support brads proposal and I thank you for your consideration. Please feel free to share my email with anyone on the planning commission, city council, or elsewhere that you deem appropriate.

Jim Buel
2448 Pershing Ave
Richland
[509-375-1826](tel:509-375-1826)

Sent from my iPhone

From: [Robert Quirk](#)
To: [Stevens, Mike](#)
Subject: Thoughts on the proposed town homes in Horn Rapids
Date: Tuesday, April 20, 2021 9:35:29 PM

Mr. Stevens,

As a long term resident of Horn Rapids (2848 Sawgrass Loop since early 2006), I wish to express my deep concerns with the plans to build 54 town homes near Clubhouse Lane. These homes are inconsistent with the other fine homes in Horn Rapids. Fortunately, I am not impacted like the homeowners of Crosswater who can expect the values of their homes to drop significantly if these town house are built. For example, they would be blocking their views of the golf course. Additionally, my understanding is he plans to build a traffic circle which would mean headlights from cars on the circle would be shining in the windows of existing homeowners.

My understanding is that Mr. Rew, the gold course owner, appears to want to take advantage of the benefits provided by the planned community that surrounds these new homes, yet does not want these new homes to be part of the home owners' association (HOA), nor comply with the associations rules, or even contribute to HOA funds. Now he is saying that all the great plans he had for the course when he purchased it will depend on the City of Richland approving his townhouse plans.

I strongly disagree with Mr. Rew's plans and request your assistance in stopping them.

Robert G. Quirk

From: [PHYLLIS RAMOS](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course Changed
Date: Friday, April 23, 2021 7:52:45 AM

From: PHYLLIS RAMOS <pramos1@aol.com>
Date: April 23, 2021 at 7:41:08 AM PDT
Subject: Horn Rapids Golf Changes

I'm a home owner who has issues regarding the changes to golf course in horn rapids.

The Prestwick Drive the home owner pay for paving and up keep on our street. Horn Rapids HOA doesn't cover the upkeep, we have additional HOA we pay to upkeep our street. This mean more cars will be driving down our street and more golf carts. Is the city going to cover the additional cost to keep our street safe and paved, or is the Golf course going to pay for the paving. This needs to be answered before any changes made.

Additional we cover the repairs to the side walk will the Golf course cover the wear and repairs to our side walk because additional traffic. With 52 new condos this will effect our street.

If the changes are made if there is problems will the police department staff be able to cover the additional calls. Most people who live on our block are senior with additional changes our lives will be changed. Not happy will the golf course owner guarantee no additional noise. No night parties or events?

Street traffic on the express way. Have you done a study to see what happens when you have additional 100 cars on the express way. What about when the train stops traffic for 20 minutes or more. Their was a accident a few weeks about traffic was stopped for an hour, couldn't enter hours rapids. I know because I was one of those cars stop and could not move, had these issues been answered.

Also I noticed that the gold course maintenance to their property is not done well. The course is ok, the land they owned is not cut etc like it use too. They use to trim plants remove plants yet this is not careful. Is this the type of service we get. If they can't keep up with what they have today what happens down the road

These are a few of the issues I have, I'm not a email person but I'm doing this because it's important. This is few issues I have.

Phyllis Ramos
Prestwick home owner

Sent from my iPhone

From: [Julie Reddick](#)
To: [Stevens, Mike](#)
Subject: Town Homes at Horn Rapids
Date: Thursday, April 29, 2021 6:15:01 PM

Hi - I saw the land use notice for Horn Rapids town homes. We have lived at Horn Rapids for about 10 years. I think the town homes are a good idea. They will provide more housing alternatives and options and improve the area. Mr. Rew has been a good neighbor - working very hard to ensure we can keep our golf course community, so I would like to support this effort.

Sincerely,

Julie Reddick

From: [Mike Reynolds](#)
To: [Stevens, Mike](#)
Subject: Homes
Date: Tuesday, April 20, 2021 1:38:15 PM

Build the homes,they will come

Sent from my iPhone

From: [Tom Rickey](#)
To: [Stevens, Mike](#)
Subject: comment on proposed change in Horn Rapids
Date: Friday, April 30, 2021 2:13:02 PM

April 30, 2021

Dear Mr. Stevens,

Here are some comments for the hearing examiner to consider related to the proposed development of town homes on and adjacent to the Horn Rapids golf course. I live in Horn Rapids and on Crosswater Loop, though I am not one of the homeowners affected directly by these proposed town homes.

A strong, robust golf course is a widely shared goal in this community. It's the core of our community. The course has improved greatly since Mr. Rew bought it, thanks to his extensive efforts.

Yet, while many residents have been quite vocal in their support of the construction of the town homes, some facts have been forgotten or minimized, while other bits of information have become confused. I'm hoping the hearing examiner and the city council consider these.

One opinion in circulation holds that these town homes have been permitted for many years, that their construction is a logical next step in a long-established development plan. My understanding is that this is not true, otherwise, why would the city be holding a hearing now? There is a change proposed – the creation of a new planned unit development or PUD.

Another view, widely publicized, is that the construction of town homes is necessary for the financial health of the golf course. I'm sure only a few people can address that issue with knowledge, from a financial standpoint, and I'm not one of them. But there might be alternatives. One might be to charge each homeowner in the Horn Rapids community a yearly assessed fee to support the golf course. While that would be painful for many, including myself, at least the pain would be spread fairly among hundreds of households and golfers, instead of having it borne completely by a very small handful of residents.

There is an opinion in circulation that the affected homeowners must not have done their due diligence before purchasing their properties.

- It's my understanding that, when these homeowners purchased their properties, there was a deed restriction that all parties involved at the time – golf course owner, developer, residents, real estate agents and attorneys for the purchasers – believed was valid. This deed restriction assured that only activities and structures related to the golf course would occur on the golf course. The deed was later found to be invalid (I'm sure you know more than I do) but that doesn't negate the fact that everyone involved at the time believed the restriction was valid.
- When one's home borders "a golf course," when one's yard is mere feet from "a golf course," and one looks out and sees "a golf course" – one's first thought is not, "What other physical structure might be built between my home and the golf course?" I doubt there are many, if any, residents in Horn Rapids, in properties not affected in the current situation, who asked that question before purchase.

I hope the concerns of the affected homeowners remain central to the discussion. Many residents of Horn Rapids have voiced their support of the proposal – residents who stand only to gain from it, at no cost to themselves. It's easy to support a project that only benefits you and hurts only others.

I hope that Mr. Rew and the affected homeowners will meet directly to further discuss the concerns of both parties and how to proceed. Perhaps the city can strongly encourage the individuals to do.

Fundamentally, we are all lucky to live in such a beautiful community. Thanks to Mr. Rew for bringing added vitality to the area. I hope these issues can be worked through fairly, allowing the golf course to thrive, in a manner that maintains the viability of our community and respects the rights of every member.

Sincerely,

Tom Rickey

From: [Oscar Rickman](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Friday, April 23, 2021 7:30:49 AM

Mr. Stevens:

We have lived in Horn Rapids for over 25 years and are committed to the community feel. The addition of town homes at the golf course will enhance the community. Please take the necessary action to allow the project to proceed.

Oscar & Cynthia Rickman

From: Mobile@charter.net
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Wednesday, April 28, 2021 2:28:28 PM

Good Afternoon,

I would like to express my support of the Town Homes to be built in Horn Rapids.

Thank you,

Cheryl Riddelle

Sent from my iPhone

From: [Marcus Romero](#)
To: [Stevens, Mike](#)
Subject: Townhomes
Date: Monday, April 26, 2021 12:55:06 PM

I just wanted to send you an email voicing my support as a resident out at Horn Rapids for the townhomes!!!!

--

Marcus Romero | Manager
Les Schwab Tire Center #333
Richland, Washington 99352
Cell # 509-412-5338
Store # 509-943-1185



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From: [Kevin Rowe](#)
To: [Stevens, Mike](#)
Date: Tuesday, April 20, 2021 1:47:04 PM

We do not support the construction of these 54 homes. The blockage of the golf course from the original homes built on the edge of the golf course is wrong. The number of new folks utilizing the entrance road will Increase as well the pool and tennis court use will be over crowded.

This also gives Mr. Rew the start to build homes throughout Horn rapids on his golf course, this creating a number of additional problems.

Kevin & Sandi Rowe

From: booksr4bk2@charter.net
To: [Stevens, Mike](#); ["cleocat2@msn.com"](mailto:cleocat2@msn.com)
Subject: Townhomes at Horn Rapids
Date: Tuesday, April 27, 2021 2:26:23 PM

To whom it may concern:

We are homeowners at Horn Rapids and would like to share our support of Brad Rew's planned project of building 54 town homes at Horn Rapids. Brad has revised his original plan significantly to lessen the impact of these homes on the home owners who objected to the project when it was first presented for approval. The building of this project would enable Brad to make major improvements to the golf course and other amenities so that the entire community would benefit. We are in favor of the project.

Bob & Kay Rozendal
2736 Grayhawk Loop
Richland, WA 99354

From: [steve norton](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Development
Date: Monday, April 26, 2021 8:09:36 PM

I want you to know that I am fully supportive of the development. The golf course owner was completely above board early on with the entire homeowners association and anybody that wanted to show up to learn about it. Most of the people were too busy, or perhaps too lazy, to show up at the early information meetings. Now they are passing along a bunch of misinformation. I've lived at Horn Rapids for 20 years and this will be great for the community.

Steve Norton
2563 Prestwick Dr
509-430-1690

Sent from my iPhone

From: [Patrick Sand](#)
To: [Stevens, Mike](#)
Subject: Townhomes in Horn Rapids
Date: Friday, April 23, 2021 10:40:55 AM

We are in favor of adding the townhomes in Horn Rapids. This will benefit the community overall and allow the golf course to continue to improve. I'm at a loss as to why this has taken so long since it was first proposed almost 3 years ago. Pahlisch home builders have been building out here almost continuously over the past 2+years without a problem with permits. Brad Rew has a vision for the community and would be a great partner with the HOA.

Sincerely,
Pat and Karolyn Sand

Sent from my iPhone

From: [Linda Santeford](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids
Date: Tuesday, April 20, 2021 1:34:17 PM

To Whom it may concern,

As a homeowner in the Horn Rapids golf community, I want to express my approval for the proposed 54 townhomes within our community. I believe that this will improve Horn Rapids and draw much interest in our golf course. I encourage you to approve of this project.

Thank you.

Linda Santeford
2575 Prestwick Dr.
Richland, WA 99354
classyivories@gmail.com

From: [gerald shelton](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids GC
Date: Tuesday, April 20, 2021 3:31:48 PM

Support the Town Homes.

Sent from my Samsung Galaxy , an AT&T LTE smartphone

From: [Mike & Joanne Simmons](#)
To: [Stevens, Mike](#)
Subject: 54 town homes to be built at Horn Rapids Golf Course
Date: Tuesday, April 27, 2021 10:56:07 AM

We want to lend our support for the above. The Horn Rapids development has grown wonderfully well. The golf course needs funds to upgrade it after many years of neglect. Mr Brad Rew has indicated that his building of the town homes would assist in this endeavor. We support this effort. We live off the first tee at 2843 Hawkstone court. Regards. Mike and Joanne Simmons

From: [Michael Simpson](#)
To: [Stevens, Mike](#)
Subject: horn rapids golf course town homes
Date: Tuesday, April 20, 2021 1:52:48 PM

I support the building of the town homes Brad Rew has proposed. This golf course has been in sorry shape for many years. Brad really wants to improve things but needs capital. His plan to sell the townhomes to raise the needed funds is a good idea. I wish the horn rapids homeowners development had bought the course but they had their chance and did not pursue this option. Thank you.

Mike Simpson



1111 Third Avenue
Suite 3000
Seattle, WA 98101

Main: 206.447.4400
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foster.com

Direct Phone (206) 447-5942
Direct Facsimile (206) 749-1946
steve.gillespie@foster.com

April 30, 2021

Via Email and U.S. Mail

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

Re: Public comment for SEPA checklist for Project No. EA 2020-133

Dear Mr. Stevens:

Thank you for the opportunity to provide public comment on the Notice of Application and anticipated determination of non-significance (DNS) for the proposed 54-unit Planned Unit Development known as The Links Residence at Horn Rapids (the “Project”), generally located at 2800 Clubhouse Lane, Richland, WA along the easterly boundary of the 18th hole of Horn Rapids Golf Course (the “Property”). This law firm represents a coalition of neighbors who live on Crosswater Loop in the Horn Rapids development immediately surrounding the proposed Project. This letter details our clients’ serious concerns about the probable significant environmental impacts of this 54-unit Planned Unit Development, all currently left unaddressed. We also request that you make the Crosswater Neighbors, including this law firm, a party of record for this project. As this project goes through the permitting process, we would like to receive notice when the applicant submits additional materials, and also receive notice of any additional opportunities for public comment and appeal.

The Crosswater Neighbors support the Applicant’s desire to build townhomes and preserve the vibrancy of the Horn Rapids Golf Course and surrounding community, but cannot support the current layout, particularly the elimination of the pond and the development of proposed lots 19-32. Accordingly, the Crosswater Neighbors are not advocating for the outright denial of the Project, but for an approval conditioned to mitigate the environmental impacts that a thorough SEPA checklist would have revealed. However, this SEPA checklist does not meet that standard. It does not fully and adequately address the probable environmental impacts of the Project that result from the total transformation of 85,000 square feet of open space into a dense, 54-unit townhome community.

SEPA requires the City to “carefully consider the range of probable impacts,” including examination of all “direct and indirect impacts caused by a proposal.” WAC 197-11-060(4)(c), (d). A project of this scale proposed for an area previously restricted to golf course use and open space requires careful examination, which can only come from review of a thorough, accurate, and complete SEPA Checklist. The checklist submitted by the Applicant, however, provides

only a cursory overview of Project impacts and does not meet the standards required by SEPA. At a minimum, the City should require the applicant to submit a complete checklist that addresses the impacts from the entire project, including impacts identified by the Neighbors below. Additionally, the Crosswater Neighbors respectfully request that the City impose mitigating conditions under its substantive SEPA authority as informed by adopted SEPA policies and SEPA itself.

1. For fifteen years, Richland's policy has been to preserve the Property as open space

The Property at issue in this application is predominated by open space, with the exception of a golf cart shed and parking associated for the adjacent golf course. Its use as open space is not the result of coincidence or accident. In 2005, the City of Richland and Columbia Golf Associates executed a Declaration of Restrictive Covenant for Golf Course Use, imposing a Golf Use Covenant. See Exhibit 1. The Golf Use Covenant restricts the Property's use and operation to a regulation length, 18-hole golf course, clubhouse, and related facilities. In further recognition of the Property's agricultural land zoning, the Restrictive Covenant expressly excludes commercial uses such as lodging, gaming, restaurants and entertainment, and other non-golf related uses. Accordingly, notwithstanding the parking and cart shed, the Property has remained largely undeveloped open space for at least 15 years, allowing for growth of natural vegetation and providing habitat for various birds and other animals, including the presence of a large pond.

Just one year ago, City staff determined that the Restrictive Covenant is unenforceable as matter of law due to the Restrictive Covenant's failure to contain a legal description of the property it encumbered. See Exhibit 2. However, the policy expressed in the Restrictive Covenant, as recognized by the City Council as recently as last year, is not destroyed due to the alleged technical flaw of the Restrictive Covenant. The Restrictive Covenant memorialized the City's intent 15 years ago that the Property remain devoted to golf course uses, including primarily open space, which restriction was to run with the land and bind all future parties. City Council has taken no action to reverse its policy in favor of open space at this location.

2. The SEPA Checklist fails to adequately identify probably adverse impacts

Siting 54 new residential units in an area that has always been preserved as open space merits careful consideration, but the checklist submitted by the applicant does not provide the City with enough information to meaningfully evaluate the environmental impacts. These types of environmental unknowns are exactly what SEPA was designed to identify before adverse impacts occur. The City must thoroughly study the probable significant environmental impacts of this project as currently designed.

The Crosswater Neighbors are deeply concerned that the proposed Project will adversely impact the built and natural environment, yet the SEPA checklist for the proposal does not inform the SEPA Responsible Official or City decision makers about potential conflicts. Among the environmental impacts that require more in-depth study are:

A. Water (Paragraph 3)

Paragraph 3.a.1 fails to accurately describe the existence and nature of a pond on the Property. Dismissing it as “man made,” the Checklist proposes the removal of the pond without acknowledging whether it may constitute a wetland, which is separately regulated under the City’s critical areas code section. *See* Richland Municipal Code Chapter 22.10 (Critical Areas). The Applicant’s own Phase I Environmental Site Assessment Report notes that a visual onsite inspection did not reveal evidence of standing water or wetland plant indicators, but further stated: “[i]t should be noted that these wetland observations are based on secondary information and conditions at the time of the site visit, and do not take into account weather variations such as season, drought, snow cover, etc. If further wetlands review is required, a wetlands delineation should be performed by a qualified hydro-geologist.” *See* Phase I, p. 16.

On this same point, the local Washington Department of Fish and Wildlife official, Mr. Mike Ridder, advised that even though the pond was manmade, WDFW would classify it as a wetland. Photos taken by the Crosswater Neighbors demonstrate the pond has been “kept up” and is in fact full and supporting wildlife at the Property. *See* Exhibit 3. The Applicant’s response in Paragraph 3.a.1 is insufficient to allow City decision-makers to adequately evaluate the Project’s impacts. The City should require the Applicant to prepare and provide a wetlands delineation of the Property to ensure no wetlands are present, and if they are, that the City mitigate the Project accordingly.

B. Animals (Paragraph 5)

Regardless of whether or not the pond can be regulated as a wetland under City Code, it provides habitat for a number of plant and animal species. Habitat is habitat, even if it was “manmade”; migrating birds in search of rest do not pass up a pond because it is filled by a hose rather than a spring. SEPA requires review of the environmental impacts of proposed action, and the proposed action here will destroy this habitat.

Yet, the Checklist understates the significance and the diversity of the plant and animal life on or near the Property. For example, the Checklist states that the property has “birds.” Our clients have observed at the Property: Robins, Great Blue Herons, California Quail, Sharpshined Hawks, Morning Doves, Yellow Headed Blackbirds, Red Winged Blackbirds, Northern Flickers, White Crowned Sparrows, Red House Finches, American Gold Finches, White Egrets, Owls, Mallards, Geese, Merganser Ducks and Badgers.

The Applicant's answers in the Checklist are inadequate to inform City decision-makers whether and how the Project may impact the above-referenced wildlife. *See also* Exhibits 4 and 5. Before issuing a DNS for the Project, the Department should require the Applicant to engage appropriate consultants, including a biologist and wetlands biologist, to study the impacts of pond removal.

C. **Land Use** (Paragraph 8)

The Applicant's response to Paragraph 8 inaccurately and subjectively describes the Property's current land use in a manner that does not assist the City decision-maker with evaluating the probable adverse impacts of the Project. Contrary to the Applicant's assertion, "vacant land" is not a land use – the property's current use is golf course property and open space. By describing the Property's open space as an "unused eyesore," the Applicant lays bare that their intent in filling out the checklist was to prejudice the decision maker in favor of the proposal, rather to provide a disinterested review of environmental impacts. Open space is not an "unused eyesore" any more than a wetland is a "bog." Just as wetlands provide valuable ecological functions, open space provides visual relief from the housing development to the south, and gives space between the golfers and existing houses.

The SEPA checklist is not the place to put an applicant's value judgments about the ecological functions of open space. The Checklist does not provide the City decision-maker with the information it needs to make an informed evaluation of the Project's impact.

Furthermore, the Checklist's conclusory statement that the Project "will not affect other uses adjacent property use" is simply not accurate. The Crosswater Loop homes were designed specifically to respond to the preservation of the Property as open space. They are all oriented to the north and west to take advantage of the golf course views the City itself required the Deed Restriction to preserve, and they were priced accordingly. For fifteen years, all parties, including the Applicant, believed that the Deed Restriction was enforceable (which it still is, if the City chooses to enforce it), and the impacts of abandoning this open space in favor of dense housing are not only significant, but unaddressed in the Checklist.

In paragraph 8.1, the Applicant asserts that the Project is consistent with existing land uses because Horn Rapids has townhomes. But this misstates the impact of the proposed action, which is to replace open space with townhomes. The Horn Rapids development, including the townhomes, was built in reliance on the existence of the open space that the City preserved through the Restrictive Covenant. Residential development, especially dense residential development, needs common open space to allow residents room to breathe. The existing townhouses work in Horn Rapids because the impacts of the density are balanced by the open space, but building over that open space with yet more townhomes will create unexamined land use impacts.

D. Aesthetics (Paragraph 10)

The Project dramatically alters existing views from those properties surrounding the Property, for our clients, golfers, and the general public. Contrary to the assertion in Paragraph 10(b) of the Checklist that views will be “smaller,” the Project puts a wall of townhouses between Crosswater Loop and the golf course, blocking any view, in the exact location the City wanted open space to be preserved in perpetuity. The Project also includes two-story townhomes, which is a significant change from prior project descriptions including single-story homes, and which would have had a smaller impact on existing and protected views.

E. Light and glare (Paragraph 11)

The Project will introduce 54 households and a roundabout at the southern end of the Property, each of which will introduce light and glare to adjacent properties, and none of which was discussed in the Checklist. Residents and their visitors will use the roundabout daily to come and go from the Project, which is located within a few feet of the Crosswater Neighbors’ homes. That vehicular traffic will cause headlights to shine light directly into Crosswater Neighbors’ bedrooms at night, in contrast to the existing condition of open space with minimal to no artificial light intrusion.

F. Transportation (Paragraph 14)

The Checklist contains no meaningful study of trip generation or transportation impacts. When asked how many vehicular trips the Project will generate, and what data or transportation models were used to make trip estimates, the Checklist responds: “I would estimate 100-150 one-way trips per day.” The Applicant’s estimate is otherwise unsupported by data or modeling, despite the specific request in the checklist. The Applicant provides no data or analysis of the background conditions and makes no attempt to quantify the impact of these additional trips on intersections in the area. At what level of service are area intersections currently operating? How much will service degrade with the addition of trips associated with the project?

It is not even clear what the Applicant means by 100-150 one-way trips: 50-75 outbound and 50-75 inbound trips? 150 trips to work and 150 home? How many trips will occur during the AM and PM peak hour?

The Project as described will include 54 townhomes, each with a two-car garage and driveway large enough for two additional parked cars, plus 29 additional spaces for guests. Accordingly, the Project can support well over 200 cars. This volume of vehicles was unanticipated until one year ago when City staff accepted the Applicant’s view that the Restrictive Covenant was unenforceable, and there are no studies that analyze the impacts of this additional traffic. The Applicant’s estimate does not provide the SEPA Responsible Official sufficient information to evaluate whether the Project will have probable adverse traffic impacts, and it does not provide City Council enough information to evaluate the Project on the merits.

The City should require the Applicant to hire a licensed transportation engineer to study traffic impacts and submit a report to support the Checklist.

In light of the fact that none of these environmental impacts have been studied, and many are ignored or only cursorily mentioned in the applicant's SEPA checklist, the City should first require the Applicant to complete and re-submit the SEPA checklist. Only after review of such a completed checklist should the City issue a threshold determination, which we believe a complete checklist will reveal should be a determination of significance. At that point, we will recommend that the City exercise its substantive SEPA authority to impose conditions on the project that will address some of its environmental impacts, whether significant or not.

3. Assuming, After Review of a Complete SEPA Checklist, the City Issues a DNS, the City Has Broad Authority to Impose Conditions Under SEPA

The City has the authority under SEPA to impose conditions to mitigate impacts that a strict application of its zoning code would allow. *See, e.g., Victoria Tower Partnership v. City of Seattle*, 59 Wn. App. 592, 597, 800 P.2d 380 (1990) ("There is no longer any question that SEPA policies can restrict projects otherwise permitted under zoning regulations."). Here, the unique circumstance of the Restrictive Covenant coupled with the Project's design warrant the City's exercise of its substantive SEPA authority to ensure the Project complies with SEPA's policy statements seeking to protect the built and natural environment. *See generally* RCW 43.21C.020.

Victoria Tower is instructive. In that case, the applicant sought to construct a 16-story apartment tower that complied with Seattle's zoning code—in particular, its proposed height of the sixteen-story building (174 feet) was well under the allowed height of 239 feet. *Victoria Tower*, 59 Wn. App. at 594. The planning director found that the proposed building was out-of-character with the neighborhood, despite the fact that the immediate neighboring building was a nine-story condominium. *Id.* at 595. The director denied the permit, and the hearing examiner affirmed. *Id.* The Seattle City Council approved the permit subject to a condition limiting the project to eight stories, which the superior court affirmed. *Id.* at 595-96, 602. The appellate court agreed that the mitigation imposed by the City Council was appropriate and within its very broad substantive SEPA authority. *Id.* at 600.

As the Seattle City Council did in *Victoria Tower*, here the City can and should impose conditions under its substantive SEPA authority to mitigate the significant adverse impacts to the Horn Rapids development. The City may attach conditions to a permit or proposal so long as those conditions are necessary to mitigate specific probable adverse environmental impacts, are reasonable and capable of being accomplished, and based on adopted City policies. *See* RMC 22.09.210.B.1-5. The City may exercise its substantive SEPA authority to ensure "healthful, productive, and aesthetically and culturally pleasing surroundings," to "attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences," and to "achieve a balance between population and

resource use which will permit high standards of living and wide sharing of life's amenities.”
See RMC 22.09.210.D.1.

Here, while it may strictly comply with the Code, the Project is proposed on open space that the City expressly preserved. In order to achieve a balance between population and resource use, to ensure aesthetically pleasing surroundings, and in order to attain the widest range of beneficial uses of the environment, the City should exercise its substantive SEPA authority and condition the project to require the Applicant to (a) reduce the footprint of the Project by removing Townhomes numbers 19-32, (b) preserve the pond, and (c) require a view corridor between Crosswater Loop and the golf course. These revisions to the Project footprint ensure that the Project can proceed with forty townhomes on property that for fifteen years City policy has been to keep entirely unbuildable for homes. It also maintains balance between open space, golf course, and residential uses by preserving open space and views as contemplated by the Restrictive Covenant.

A DNS “must be based upon information reasonably sufficient to determine the environmental impact of a proposal.” *Ellensburg Cement Prods., Inc v. Kittitas Cty.*, 171 Wn. App. 691, 712, 287 P.3d 718 (2012) (quoting *Pease Hill Comty. Grp. v. County of Spokane*, 62 Wn. App. 800, 810, 816 P.2d 37 (1991)). Because the SEPA checklist submitted by the Applicant does not give the City sufficient information to determinate the environmental impact of the proposal, we respectfully request that the County delay its threshold determination until the applicant submits an amended SEPA checklist that addresses the concerns set forth in this letter. If that means the Hearing Examiner must delay making a recommendation (i.e., taking “action” as defined by SEPA), then so be it. The Hearing Examiner and City Council are entitled to a full understanding of the project’s environmental impacts before taking any action.

Sincerely,

FOSTER GARVEY PC



Steven J. Gillespie

Enclosures

Exhibit 1

EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION
BY B. M. M. M. DEPUTY
EASEMENT 8/30/11

AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:

CASCADE TITLE CO.

Joel R. Comfort
Miller, Mertens, Comfort,
Wagar & Kreutz, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

MISC 11-412(1)

135.

Reference numbers of related documents:

Grantors: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Grantees: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Abbreviated Legal Description: A portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington

Additional legal description: See Exhibit "A"

Assessor's Tax Parcel ID Numbers: 128082000001001; 128083000001003

**DECLARATION OF RESTRICTIVE COVENANT FOR
CARETAKER/GROUNDSKEEPER/SECURITY WATCHMAN ACCOMMODATIONS and
ACCESS AND UTILITY EASEMENT**

WHEREAS, Columbia Golf Associates, a Washington partnership ("CGA") and the City of Richland executed a Declaration of Restrictive Covenant for Golf Course Use on July 15, 2005 (a true and correct copy of which is attached hereto as Exhibit C), which permitted CGA to construct a single residential unit on the Golf Course Property for caretaker/groundskeeper/security watchman accommodations; and

WHEREAS, North Stone Richland, LLC is the property developer for the residential developments surrounding the Golf Course Property, and needs to have certainty regarding the building site for the caretaker/groundskeeper/security watchman accommodations for planning purposes, and to give notice to future purchasers of the affected residential lots which may be impacted by the caretaker/groundskeeper/security watchman accommodations;

WHEREAS, North Stone Richland, LLC and CGA have conferred regarding the building site for the caretaker/groundskeeper/security watchman accommodations, and North Stone Richland has set aside land to serve as a private driveway to provide CGA with access to the building site and future residence;

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

Section 1. Building Site Covenant. In addition to the covenants set forth in the Declaration of Restrictive Covenant for Golf Course Use, dated July 15, 2005, CGA agrees and covenants to locate the building site for the caretaker/groundskeeper/security watchman accommodations on the Golf Course Property in the location described in Exhibit A hereto, and depicted on Exhibit B. CGA may not relocate the building site without the express written consent of North Stone Richland, LLC.

Section 2. Access Easement. In consideration for CGA's covenant to locate the building site as described on Exhibit A, and depicted on Exhibit B, North Stone Richland, LLC hereby conveys to CGA a 20-foot easement for ingress and egress and for utilities between Lot 27 and Lot 28, as depicted on the Plat of Desert Summit, Records of Benton County, and depicted as "Tract B" on Exhibit B hereto. The cost of constructing, maintaining, and improving the easement shall be borne by CGA.

Section 3. Covenant to Run With the Land. The covenants provided for herein shall run with the land and be binding upon the parties, their successors in interest, and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise.

Section 3. Enforcement. The parties shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys fees, costs, and disbursements.

DATED this 25 day of Aug, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

By: Robert L. Soushek
Robert L. Soushek, Managing Partner

NORTH STONE RICHLAND, LLC

See attached

By: _____
Stew Stone, Member

By: _____
Ronald Bochsler, Managing Member of
Santiam Development Company, LLC

STATE OF WA

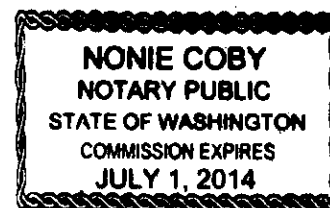
COUNTY OF King

On this 25 day of Aug, 2010, before me, the undersigned Notary Public in and for the State of WA duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

Nonie Coby
NOTARY PUBLIC in and for the State of
WA residing at Black Diamond
My Commission Expires: July 1, 2014

DECLARATION OF RESTRICTIVE COVENANT
AND ACCESS AND UTILITY EASEMENT, Page 3 of 4



DATED this 25th day of August, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

NORTH STONE RICHLAND, LLC

By: _____
Robert L. Soushek, Managing Partner

By: Stew Stone
Stew Stone, Member

By: Ronald Bochler
Ronald Bochler, Managing Member of
Santiam Development Company, LLC

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2010, before me, the undersigned Notary Public in and for the State of _____ duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

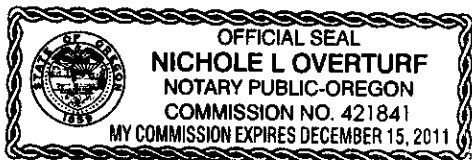
Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My Commission Expires: _____

STATE OF Oregon)
COUNTY OF Marion) §

On this 25 day of August, 2011, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Nichole L Overturf
NOTARY PUBLIC in and for the State of
Oregon, residing at Salem
My Commission Expires: December 15, 2011

STATE OF Oregon)
COUNTY OF Lincoln) §

On this 26th day of August, ~~2010~~ ²⁰¹¹, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD BOCHSLER, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Kay E. Vorpahl
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton, Oregon
My Commission Expires: 3/21/14

August 01, 2011

EXHIBIT A
GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South $00^{\circ}30'06''$ West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South $60^{\circ}23'53''$ East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North $82^{\circ}33'19''$ East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North $82^{\circ}33'19''$ East, 179.98 feet;

Thence North $06^{\circ}17'32''$ West, 98.40 feet;

Thence South $81^{\circ}37'15''$ West, 210.61 feet;

Thence South $24^{\circ}13'08''$ East, 99.16 feet to **TRUE POINT OF BEGINNING**.

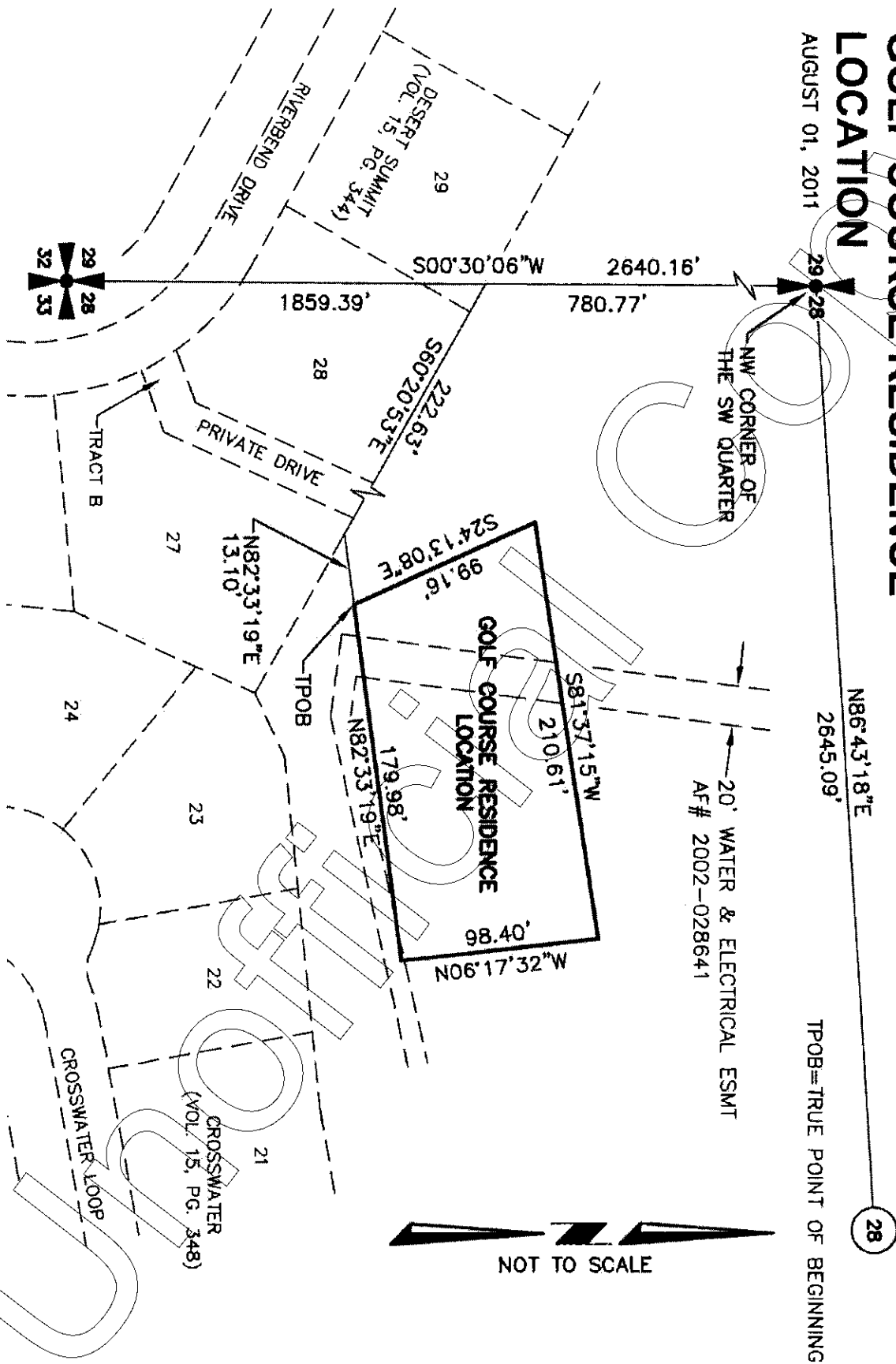
Containing: 18,899.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

EXHIBIT "B"

GOLF COURSE RESIDENCE LOCATION

AUGUST 01, 2011



After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	<u>Insert</u>
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	<u>Insert</u>
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale, resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality	COLUMBIA GOLF ASSOCIATES, a Washington partnership
By: <u>William King</u>	By: Richland Golf Associates, a Washington general partnership
Its: <u>Acting City Manager</u>	Its: Managing Partner
	By: <u>Robert L. Sousshek</u>
	Its: <u>President</u>

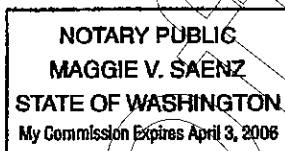
STATE OF WASHINGTON

COUNTY OF King

ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert L. Sousshek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond
My appointment expires 4/3/08
Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

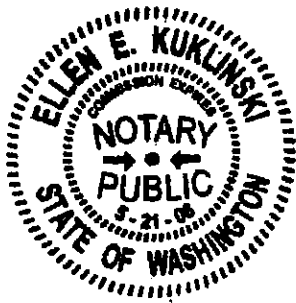
COUNTY OF BENTON

ss.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER of THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

Acting

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

Exhibit 2

2005 Horn Rapids Golf Course Deed Restriction

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 5/1/2020 3:18 PM

To: Brad Rew <brad@galerew.com>; Craig Walker <walker@walkerheye.com>; Steve Lorence <stev lorence@hotmail.com>

📎 1 attachments (70 KB)

2005 Horn Rapids Covenant.pdf;

Brad, Craig & Steve:

Attached to this email you will find a letter addressing the 2005 Horn Rapids Golf Course Deed Restriction.

Steve: Please provide a copy to the other Crosswater Loop residents as I do not have email contacts for each of them.

Thank you,



Mike Stevens

Planning Manager

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

(509) 942-7596

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.



CITY OF RICHLAND
DEVELOPMENT SERVICES DEPARTMENT
625 Swift Boulevard
Richland, WA 99352
Telephone (509) 942-7794
Fax (509) 942-7764

CI.RICHLAND.WA.US · 509-942-7390

May 1, 2020

HJBT Properties
Attn: Brad Rew
1413 Sunset St.
Richland, WA 99354

Craig Walker
Walker Heye Meehan Eisinger, PLLC
1333 Columbia Park Trail, Suite 220
Richland, WA 99352

RE: 2005 Horn Rapids Golf Course Restrictive Covenant

Dear Mr. Rew:

The City of Richland had recent occasion to evaluate the legal enforceability of the 2005 restrictive covenant encumbering the Horn Rapids Golf Course (the "Golf Course"). The City concludes that the 2005 restrictive covenant executed between the City and Columbia Golf Associates ("CGA") is unenforceable against the Golf Course's current owner because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.

If you have any questions regarding this matter, please feel free to contact me at (509) 942-7596 or via email at mstevens@ci.richland.wa.us.

Sincerely,

Mike Stevens
Planning Manager
City of Richland
(509)942-7596
mstevens@ci.richland.wa.us

C: Steve Lorence
2858 Crosswater Loop
Richland, WA 99352

Exhibit 3









Exhibit 4















Exhibit 5

Wetlands Area - Crosswater Loop

Steve Lorence <stevelorence@hotmail.com>

Tue 4/2/2019 9:27 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: Brian Blair <foz1011@hotmail.com>; Carol Libby <cdcollins@charter.net>; gailwintczak@yahoo.com <gailwintczak@yahoo.com>; John and Andrea DeMyer <ajanjj@aol.com>; Justin Swanson <justinrswanson@gmail.com>; Michele Stewart <michele@casastewart.com>; Rick Stewart <rick@casastewart.com>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>; Steve Gillespie <steve.gillespie@foster.com>; hunter_2006@msn.com <hunter_2006@msn.com>; Janelle Lorence <snackag@hotmail.com>; Jerry and Louise Peters <jlpet40@msn.com>; Larry Libby <lilibby@charter.net>

 1 attachments (1 MB)

<https://www.google.com/maps/@46.3212287,-119>.pdf;

Mike:

Sorry to bug you again. I know that the new Horn Rapids Golf course owner, Brad Rew has not filed any rezoning plans, but I wanted to provide you with some information regarding the property he plans on rezoning. I know you may have met with one of our neighbors, Carol Libby regarding this rezoning and she has provided you with some valuable information as to the impacts that may occur with his rezoning request.

I have attached a google satellite map that shows the location of the wetlands pond that is located behind our homes. The pond has been there for about 30 years and is home to many different wild life. We have the following types of animals and birds that frequent the the pond year round:

- Great Blue Herons
- White Egrets
- Many types of ducks, mallards
- Owls
- Hawk
- Merganser ducks
- Yellow headed blackbirds
- Frogs
- Muskrats
- Badgers
- Quayle
- Robins
- Morning doves
- Geese

Brad Rew had a meeting with some of us last week and informed us that one option he is considering is to fill in the pond and build townhomes on top of that property. He believes that he can do this now without any rezoning request to the city. We have a hard time accepting this from Brad and believe that he may have issues with doing this because it is a wetlands area. We would expect that the City of Richland would want to be sure that he is not violating any wetlands areas.

I just wanted to pass this along to you for your information and consideration.

Also, I know you will be contacting us if you get any rezoning requests from Brad, but is it possible to provide us with any timeline? I know he will be requesting to amend the City's Comprehensive Plan, but I heard that he may have missed the March 31st deadline to do that for 2019. Can you confirm that?

He also informed us that he is planning on requesting a rezoning of the PUD, but we understand that this may not be possible due to the designation by the city that the PUD is actually golf course property. Can you confirm that? I know I sent you the Commercial Licensing Agreement and the Final Agreement that may show that the PUD zoning is not accurate and the property in question is designated as golf course property.

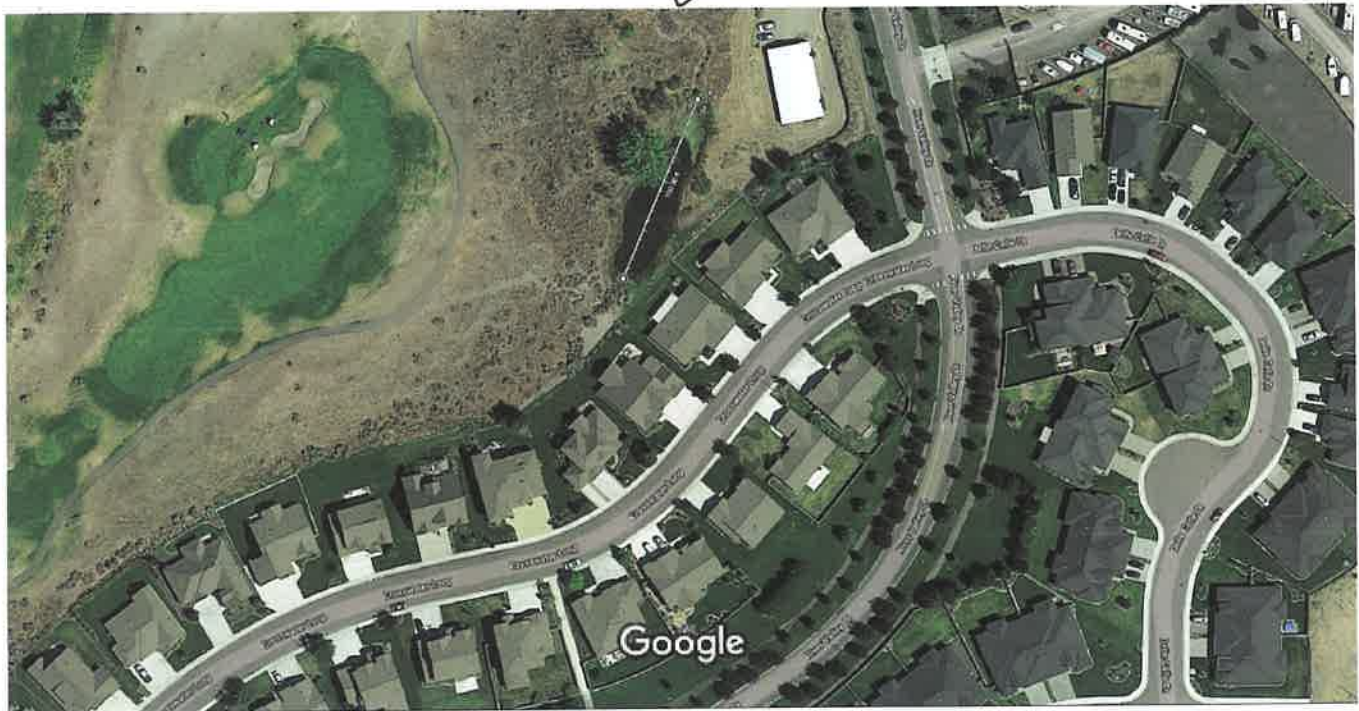
If you would like, I can come to your office to discuss in person. If you prefer that, please call my cell at 851-3761.

Thanks for your attention to this Mike and I look forward to hearing from you.

Steve Lorence
2858 Crosswater Loop

LOCATION OF POND

Google Maps



Imagery ©2019 DigitalGlobe, Map data ©2019 Google 50 ft

Measure distance

Total distance: 184.12 ft (56.12 m)

From: [Dennis Smith](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Townhome Development On Golf Course Property
Date: Wednesday, April 21, 2021 3:24:01 PM

To whom it may concern,

I am a homeowner in Horn Rapids and as such I am voicing my opinion by sending my 'vote of confidence' in support of Brad Rew (owner of Horn Rapids Golf Course) to be allowed to proceed with developing his property as it pertains to the 54 Town Homes proposed on the SE side of hole #18.

I understand there has been some contention amongst certain home owners regarding 'loss of view' and 'value' if this project moves forward. Now while I do sympathize with any homeowner who 'loses value' in their home/property due to development or whatever, I must side with the property owner's rights to develop their land if it is zoned appropriately to do so.

I feel that Mr. Rew has a good vision for the golf course community and I have seen him struggle for 2 yrs to get permitted to move forward with Townhomes construction while a huge apartment complex is being built across the street.

Bottom Line: If there was some shady realtor that told these view effected homeowners there would never be anything obstructing their view (on someone elses property) - they were being untruthful and the buyers were naive. As it stands, these homeowners would likely have the same complaint if there were trees planted along the golf course.

Please show us property owners still have rights in our community by allowing Mr. Brad Rew to move forward on his Townhome project as soon as possible.

Thanks for listening,
Dennis Smith

From: [Kelvin and Megan](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Golf Course
Date: Tuesday, April 20, 2021 1:26:02 PM

I am in full support of Brad Rew's plans to construct 54 Townhouses at Horn Rapids. The golf course is in dire need of upgrades and Brad Rew has bent over backwards to accommodate some pretty unreasonable requests by 3 home owners and the delays inflicted by the bureaucratic morass of City Hall. Do the right thing and give him the green light.

Kelvin Soldat

From: [Adele Sorensen](#)
To: [Stevens, Mike](#)
Subject: Horn rapids town homes
Date: Tuesday, April 20, 2021 4:39:52 PM

Thank you for allowing those of us that support the construction of these much wanted town homes to voice our feelings. Many of us went to council meetings when Brad Rew sought permission to build the town homes. We own our second home in Horn Rapids and first built 27 years ago. There was lots of construction early on, then a decline and very little growth for several years. We were so excited when construction began again, There was new life and new friends. We are energized by this new growth. As golfers, from the beginning of horn rapids the course has gone through rough times but came alive when Brad Rew finally bought the course and showed an interest in this most interesting course. I can't tell you how thrilled we were to see his plans for the course. It most definitely when enhance the development and increase the value for nearly all property owners. The quality of life in the community we love so much will be improved and consequently enjoyed by so many families. Even our grand children play golf and swim and play here. Please allow the construction of the homes to go forward as planned. We have many friends who have wanted to live there , it's a perfect addition to our Horn Rapids community that we have loved for so many years.

Sincerely, Adele Sorensen
3007 Riverbend Dr., Richland ,Wa
Adeles123@msn.com
509-521-2553

Get [Outlook for iOS](#)

From: [Jeanette Standley](#)
To: [Stevens, Mike](#)
Subject: Townhouses at Horn Rapids Community
Date: Wednesday, April 21, 2021 8:47:32 PM

We aren't golfers, but we both agree town homes would not only bring a little extra income to Horn Rapids, people like us, that are getting older, and either can no longer take care of our lawns like we used to when younger, or would just for one reason or another would like to financially downsize to a smaller condo size unit to live in. It would also give a nicer look to the area now used as a parking lot covered in weeds.

John and Jeanette Standley, 2236 Copperleaf Street, in Horn Rapids

Sent from my iPad

From: [Merri Steward](#)
To: [Stevens, Mike](#)
Cc: Brad@hornrapidsgolfcourse.com
Subject: Horn Rapids 54 Townhome Project
Date: Monday, April 26, 2021 9:54:13 AM

City of Richland,

We support construction of the Horn Rapids Townhome Project as proposed by Brad Rew (54 Town Homes at Horn Rapids Golf Course.)

A master planned Golf Course Community is the sign that greets you when entering the main entrance of the Horn Rapids Community off Highway 240. Being advertised as a Golf Course Community one expects a prestigious golf course.

For years, the Horn Rapids Golf Course has not even been close to a prestigious golf course. One could almost say it was an eyesore of a golf course. Then along came Brad Rew, his vision of what can be is inspiring. His video on the Horn Rapids Golf Course website, is an excellent plan to make Horn Rapids Golf Course a prestigious course.

We fully support his efforts to enhance and upgrade the Horn Rapids Golf course and Clubhouse. The improvements he has already started have helped the golf course, but much, much more is needed and by the building of these townhomes and using those profits from their sale will make Horn Rapids Golf Course the “jewel in the desert” as was originally planned.

Meanwhile, the City of Richland is supporting and permitting new housing developments all over the Horn Rapids Golf Course. More new houses will mean more players using the course/facilities. The City needs to support and permit this Townhome Project as designed to ensure the Horn Rapids Golf Community can continue to grow.

We support Brad Rew and his Townhome Project Plan.

Sincerely,

Bill and Merri Steward
2376 Delle Celle Dr
Richland

From: [Rick Stewart](#)
To: [Stevens, Mike](#)
Subject: Request to Provide Comments at May 10th Hearing
Date: Monday, April 26, 2021 12:21:06 PM
Attachments: [Notice of Application.pdf](#)

Mike:

This is our official notice that I would like to speak at the May 10th hearing as directed by the attached notice. Please confirm that you have received my request and that we will be able to provide my comments. Thanks.

Also can you confirm that we have until 5/9/2021 6:00pm for written comments?

Rick & Michele Stewart
2870 Crosswater Loop
Richland, WA



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

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

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101



From: [Linda Strand](#)
To: [Stevens, Mike](#)
Subject: Support for New Town Homes in Horn Rapids
Date: Thursday, April 22, 2021 1:58:46 PM

We are in favor of having the 54 town homes built in Horn Rapids by Brad Rew and Company. We have been impressed with the progress and improvements that he has made since purchasing the golf course however know that the town homes are needed to provide additional funds for more improvements. The area in which they are planned will greatly improve the entrance to our Horn Rapids community.

Please approve this request.

Linda and David Strand
3080 Bluffs Dr.
Richland, WA

From: [Tom Harper](#)
To: [Stevens, Mike](#)
Cc: brad@galerew.com
Subject: Support for Horn Rapids Townhomes
Date: Friday, April 23, 2021 10:53:32 AM

Mr. Stevens,

I support Brad Rew's plan for building 54 town homes at Horn Rapids.

This development will enhance the HR community and support the financial viability of the golf course both of which are positive for the City of Richland.

As I previously testified in public hearings this plan makes good business sense aligning perfectly with the City of Richland commercial and residential plans for this sector of Richland.

Thanks in advance for your consideration and support.

Thomas Harper
2598 Tilden Court
Richland, WA 99354
(509) 554-7116

From: [Terrie Marshall](#)
To: [Stevens, Mike](#)
Subject: Speaking at the May 10th Public Hearing
Date: Monday, April 26, 2021 3:22:43 PM

I would like to speak at the May 10th Public Hearing PUD2021-101 & EA2020-133. I would also like to be notified of any decisions pertaining to this application.

Thank you,
Terrie Marshall

From: [R Traeger](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town homes
Date: Tuesday, April 20, 2021 2:01:17 PM

As a resident of the Horn Rapids community I would like to voice my support for the proposed town homes to be built on golf course property.

Sincerely,

Richard Traeger
2985 Sawgrass Loop
Richland, Wa. 99354

From: [Shelly TUCKER](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Homes
Date: Thursday, April 29, 2021 4:41:59 PM

I would like to voice my support for the proposed town home development at Horn Rapids. I support Brad's decision to build where the current parking lot and shop are. With the new entrance and the new round-about, I think the community can support the extra traffic, etc.

As a side note, because of additional commercial traffic, I think the speed limit needs to be lowered from 55 to 45 mph from the city dump into Richland.

Thank you,
Michele Tucker
2931 Tuscanna Dr (Horn Rapids)

From: [Charles Wagner](#)
To: [Stevens, Mike](#)
Subject: horn rapids golf course
Date: Thursday, April 22, 2021 12:15:06 PM

this is in support of brad rew building his/our townhouses chuck wagner

From: [lee walmsley](#)
To: [Stevens, Mike](#)
Subject: townhouses
Date: Tuesday, April 20, 2021 7:21:09 PM

54 townhouses! Where are these going to be built? The original concept of the townhouses did not appear to encompass that many building sites. That much growth will impact the traffic, the fairly comfortable atmosphere of Horn Rapids at this juncture.

From: [Robert Watkins](#)
To: [Stevens, Mike](#)
Subject: New Town Homes at Horn Rapids
Date: Saturday, April 24, 2021 12:17:01 PM

Mr. Stevens -

I want to voice my support for Brad Rew's proposed town home development at Horn Rapids. I have lived in Horn Rapids for the past 10 years, and I think the new town homes would be a great addition to the housing choices in our neighborhood. I may even consider one for myself going forward.

Sincerely,

Robert Watkins
2940 Sedona Circle
Richland, WA 99354

360-531-4840

From: [Ron Webb](#)
To: [Stevens, Mike](#)
Subject: New Town Homes at Horn Rapids
Date: Saturday, April 24, 2021 10:43:46 AM

Dear Mr. Stevens,

Just letting you know that I'm against the new changes for this development. When the idea was originally brought to the residents, I was in agreement. However now with the newer plan, way too many people will be negatively impacted, especially those living on Crosswater. The excessive traffic at the front of this community is also a great concern. I do not live on this road, but I am a resident of Horn Rapids.

Kind Regards,

Ron Webb

From: [Mark Wilk](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids Town Home Project
Date: Friday, April 23, 2021 7:30:00 AM

Good morning,

As a resident in Horn Rapids since November 2017, first as a renter and now as a homeowner, I would like to voice my support for allowing this project moving forward. I have seen both good and bad conditions here in Horn Rapids and while significant progress has been made on the bad conditions there is still more work to be done. It is my belief that this project would assist in this area.

Thank you,

Mark A. Wilk
wilkm@uw.edu
(682) 220-3584
3167 Wild Canyon Way

From: [Gail Wintczak](#)
To: [Stevens, Mike](#)
Subject: Crosswater Loop
Date: Wednesday, April 7, 2021 2:23:26 PM

Good afternoon, Mike.

This Gail Wintczak, 2852 Crosswater. I would like to be kept informed as to what is happening behind my house...

Thank you.

Gail

Sent from my iPhone

From: [Thomas Wright](#)
To: [Stevens, Mike](#)
Subject: Horn Rapids town homes
Date: Wednesday, April 21, 2021 2:56:27 PM

We want to express our support for the building of the town homes proposed at the Horn Rapids golf club as per the plan by Mr. Rew. We believe the improved amenities at the course as a result of these homes will improve values of homes in Horn Rapids.

Tom and Joan Wright
3095 Deserthawk Loop (Grayhawk subdivision in Horn Rapids)
Richland WA 99354



Aviation Division
7702 Terminal St SW
Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 26, 2021

City of Richland Development Services
625 Swift Blvd, MS-35
Richland, WA 99352

RE: NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS
(PUD2021-101 & EA2020-133)

Dear Mr. Stevens

Thank you for allowing the Washington State Department of Transportation (WSDOT) Aviation Division to provide input on the PUD2021-101 & EA2020-133 application.

The Links Residence at Horn Rapids is in the airport influence area of the Richland Municipal Airport and is within Zone 6 of the WSDOT Land-Use Compatibility zones. Residential developments are allowed in Zone 6. However, development plans in this zone should be reviewed to ensure that they will not create a height hazard obstruction, smoke, glare, electronic, wildlife attractants or other airspace hazards.

We appreciate the opportunity to offer written comments. Our office is available for any questions or further discussions. Please don't hesitate to contact me at 360-890-5258 or plattst@wsdot.wa.gov.

Sincerely,

Thomas S. "Max" Platts
Aviation Planner
360-890-5258
plattst@wsdot.wa.gov



April 29, 2020

City of Richland
625 Swift Blvd.
Richland, WA 99352

Attn: Mike Stevens, Planning Manager

RE: PUD2021-101 – The Links Residence at Horn Rapids
SR 240 MP 26.91 Rt. – Kingsgate Way

We have reviewed the proposed project and have the following comments.

- The subject property is in the vicinity of State Route 240 (SR 240), a partially controlled limited access facility with a posted speed limit of 55 miles per hour. WSDOT has acquired all access rights to the highway. Direct access is restricted solely to the SR 240/Kingsgate Way intersection or other public road intersections.
- Currently, the SR 240/Kingsgate Way intersection operates within acceptable safety and operational thresholds. It is to the benefit of the city, state, and future residents to preserve this intersection's efficiency.
- The proponent is proposing residential development in an area with existing traffic noise. SR 240 is an existing facility and the proponent and future residents should expect traffic noise to continue into the future. Further, as an essential public facility, SR 240 may need to be expanded to accommodate future traffic growth. It is the developer's responsibility to dampen or deflect any traffic noise for this development.

Thank you for the opportunity to review and comment on this proposal. If you have any questions regarding this letter, please contact Jacob Prilucik at (509) 577-1635.

Sincerely,

Paul Gonseth, P.E.
Region Planning Engineer

PG: jjp

cc: SR 240, File #2021_002
Kara Shute, Area 3 Maintenance Superintendent

2011-024381 MULTI
08/30/2011 12:01:54 PM Pages: 12 Fee: \$135.00
Cascade Title
Benton County, Benton County Auditor's Office

EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION
BY B. Murray DEPUTY
EASEMENT 8/30/11

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

CASCADE TITLE CO.

Joel R. Comfort
Miller, Mertens, Comfort,
Wagar & Kreutz, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

MISC 11-412 (1)

Reference numbers of related documents:

Grantors: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Grantees: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Abbreviated Legal Description: A portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington

Additional legal description: See Exhibit "A"

Assessor's Tax Parcel ID Numbers: 128082000001001; 128083000001003

***DECLARATION OF RESTRICTIVE COVENANT FOR
CARETAKER/GROUNDSKEEPER/SECURITY WATCHMAN ACCOMMODATIONS and
ACCESS AND UTILITY EASEMENT***

WHEREAS, Columbia Golf Associates, a Washington partnership ("CGA") and the City of Richland executed a Declaration of Restrictive Covenant for Golf Course Use on July 15, 2005 (a true and correct copy of which is attached hereto as Exhibit C), which permitted CGA to construct a single residential unit on the Golf Course Property for caretaker/groundskeeper/security watchman accommodations; and

WHEREAS, North Stone Richland, LLC is the property developer for the residential developments surrounding the Golf Course Property, and needs to have certainty regarding the building site for the caretaker/groundskeeper/security watchman accommodations for planning purposes, and to give notice to future purchasers of the affected residential lots which may be impacted by the caretaker/groundskeeper/security watchman accommodations;

WHEREAS, North Stone Richland, LLC and CGA have conferred regarding the building site for the caretaker/groundskeeper/security watchman accommodations, and North Stone Richland has set aside land to serve as a private driveway to provide CGA with access to the building site and future residence;

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

Section 1. Building Site Covenant. In addition to the covenants set forth in the Declaration of Restrictive Covenant for Golf Course Use, dated July 15, 2005, CGA agrees and covenants to locate the building site for the caretaker/groundskeeper/security watchman accommodations on the Golf Course Property in the location described in Exhibit A hereto, and depicted on Exhibit B. CGA may not relocate the building site without the express written consent of North Stone Richland, LLC.

Section 2. Access Easement. In consideration for CGA's covenant to locate the building site as described on Exhibit A, and depicted on Exhibit B, North Stone Richland, LLC hereby conveys to CGA a 20-foot easement for ingress and egress and for utilities between Lot 27 and Lot 28, as depicted on the Plat of Desert Summit, Records of Benton County, and depicted as "Tract B" on Exhibit B hereto. The cost of constructing, maintaining, and improving the easement shall be borne by CGA.

Section 3. Covenant to Run With the Land. The covenants provided for herein shall run with the land and be binding upon the parties, their successors in interest, and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise.

Section 3. Enforcement. The parties shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys fees, costs, and disbursements.

DATED this 25 day of Aug, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

By: Robert L. Soushek
Robert L. Soushek, Managing Partner

NORTH STONE RICHLAND, LLC

See attached

By: _____
Stew Stone, Member

By: _____
Ronald Bochsler, Managing Member of
Santiam Development Company, LLC

STATE OF WA

COUNTY OF King

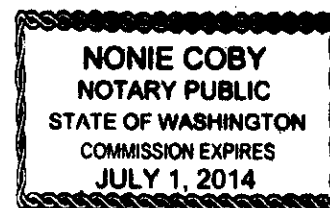
On this 25 day of Aug, 2010, before me, the undersigned Notary Public in and for the State of WA duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

Nonie Coby
NOTARY PUBLIC in and for the State of

WA, residing at Black Diamond
My Commission Expires: July 1, 2014

DECLARATION OF RESTRICTIVE COVENANT
AND ACCESS AND UTILITY EASEMENT, Page 3 of 4



DATED this 25th day of August, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

NORTH STONE RICHLAND, LLC

By: _____
Robert L. Soushek, Managing Partner

By: Stew Stone
Stew Stone, Member

By: Ronald Bochsler
Ronald Bochsler, Managing Member of
Santiam Development Company, LLC

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2010, before me, the undersigned Notary Public in and for the State of _____ duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

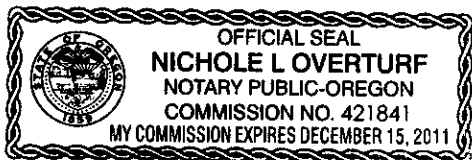
Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of _____
_____, residing at _____
My Commission Expires: _____

STATE OF Oregon)
COUNTY OF Marion) §

On this 25 day of August, 2011, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Nichole L Overturf
NOTARY PUBLIC in and for the State of
Oregon, residing at Salem
My Commission Expires: December 15, 2011

STATE OF Oregon)
COUNTY OF Lincoln) §

On this 26th day of August, ~~2010~~ ²⁰¹¹, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD BOCHSLER, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Kay E. Vorpahl
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton, Oregon
My Commission Expires: 3/21/14

August 01, 2011

EXHIBIT A
GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South 00°30'06" West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South 60°23'53" East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North 82°33'19" East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North 82°33'19" East, 179.98 feet;

Thence North 06°17'32" West, 98.40 feet;

Thence South 81°37'15" West, 210.61 feet;

Thence South 24°13'08" East, 99.16 feet to **TRUE POINT OF BEGINNING**.

Containing: 18,899.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

AUGUST 01, 2011

29-28

28

TPOB=TRUE POINT OF BEGINNING

THE SW QUARTER
-NW CORNER OF

-20' WATER & ELECTRICAL ESMT
AF# 2002-028641



After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	<u>Insert</u>
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	<u>Insert</u>
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality	COLUMBIA GOLF ASSOCIATES, a Washington partnership
By: <u>William King</u>	By: Richland Golf Associates, a Washington general partnership
Its: <u>Acting City Manager</u>	Its: Managing Partner
	By: <u>Robert L. Soushet</u>
	Its: <u>President</u>

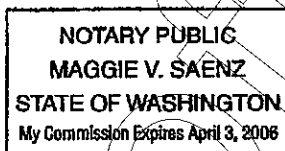
STATE OF WASHINGTON

COUNTY OF King

ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert L. Soushet, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond
My appointment expires 4/3/08
Print Name MAGGIE V. SAENZ

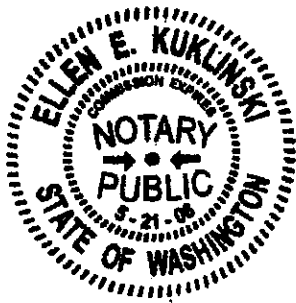
STATE OF WASHINGTON

COUNTY OF BENTON

ss.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER of THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

Acting
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
1250 West Alder Street • Union Gap, Washington 98903-0009 • (509) 575-2490

May 4, 2021

Mike Stevens
City of Richland
PO Box 190
Richland, WA 99352

Re: SEPA Register 202101540, PUD2021-101, EA2020-133

Dear Mike Stevens:

Thank you for the opportunity to comment during the Optional Determination of Non Significance process for The Links Residence at Horn Rapids, proposed by HJBT Properties. We have reviewed the documents and have the following comments.

WATER QUALITY

Project with Potential to Discharge Off-Site

If your project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

More information on the stormwater program may be found on Ecology's stormwater website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/>. Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, (509) 574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

Sincerely,

A handwritten signature in blue ink that reads "Gwen Clear".

Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509) 575-2012
crosepa@ecy.wa.gov



1111 Third Avenue
Suite 3000
Seattle, WA 98101

Main: 206.447.4400
Fax: 206.447.9700
foster.com

Direct Phone (206) 447-5942
Direct Facsimile (206) 749-1946
steve.gillespie@foster.com

May 8, 2021

Via Email and U.S. Mail

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

Re: Public comment for PUD Application Project No. PUD2021-101

Dear Mr. Stevens:

Thank you for the opportunity to provide public comment on the proposed Planned Unit Development known as The Links Residence at Horn Rapids (the “Project”) located along the easterly boundary of the 18th hole of Horn Rapids Golf Course at 2800 Clubhouse Lane, Richland, WA (the “Property”). This law firm represents a coalition of neighbors who live on Crosswater Loop in the Horn Rapids development immediately surrounding the proposed Project. This letter details our clients’ serious concerns about the Project’s proposed change in use, its relationship to the surrounding area, including the Crosswalk Loop residences, and impacts on existing open spaces and habitat.

For the reasons explained below, we ask that the Hearing Examiner recommend that Council approve the PUD on the condition that the Applicant not develop lots 19-32 and the vehicle turnaround from the site plan, and preserve that area, including the pond, as open space and wildlife habitat. This would allow the Applicant to earn a tidy profit from selling 40 homes on land they knew was unbuildable when they purchased the property, while still protecting the interests of the community.

This request should not come as news to the Applicant, as our clients have spent the better part of two years sharing their ideas with the Applicant via email without receiving any meaningful response. The Applicant met with our clients in April of 2019, after which our clients proposed a similar compromise to the one they ask Council to adopt now, but were met with a silence that persists two years later.

Approximately eighteen months ago, as Council discussed the Applicant’s proposed Comprehensive Plan amendment that would allow a PUD application, every City Councilmember instructed the Applicant to work with the Crosswater Loop neighbors in an effort to seek a compromise design that could benefit all stakeholders. That did not happen. The Crosswater Loop neighbors reached out to the Applicant multiple times, hoping to start a conversation about compromise designs that would enable the Applicant to earn a reasonable

profit while minimizing harm, but the Applicant refused to respond. As discussed below, the site plan supporting the current application is actually worse for the Crosswater Loop neighbors than earlier site plans the Applicant had floated in the spring of 2019.

The project as proposed would generate a windfall profit for the Applicant at the expense of the Crosswater Loop neighbors. More than a decade before the Applicant purchased the golf course, the City itself had placed that Restrictive Covenant on the property that prohibited any development had on the open space where the Applicant now proposes to build 54 homes, and both the Applicant and the seller believed the land was unbuildable. A copy of the Restrictive Covenant is Attachment 1 to this letter. The Applicant was aware of the Restrictive Covenant prior to purchasing and developing the Property, and believed (as did the seller) that the Restrictive Covenant remained in effect. Attachment 2 to this letter is the Applicant's initial application for a Comprehensive Plan amendment, in which the Applicant acknowledged at the Restrictive Covenant in writing and professed to "have no desire to breach" it. Attachment 2 at ¶ 6.e. The purchase price for the golf course was necessarily based in part on the fact the Restrictive Covenant rendered the land non-buildable.

The Applicant is an experienced developer, and presumably would not have paid a price for the land that would prevent a reasonable profit even *with* the Restrictive Covenant in place. The Applicant believed he would have to negotiate with the neighbors and the City to lift the restrictive covenant to allow construction of even one home, let alone the 40 our clients believe is reasonable or the 54 the Applicant now seeks. Now, the Applicant sees an opportunity for a windfall based on an alleged legal technicality in the Restrictive Covenant, but every dollar that the Applicant makes on the homes that block the Crosswater neighbors' view will come out of the Crosswater neighbors' pockets.

We disagree with the interpretation of the Applicant's attorney that the Restrictive Covenant is unenforceable; even if the restrictive covenant is flawed due to a technicality (which we do not concede), on these facts a Court would agree that the property remains bound through an equitable servitude. However, legal action is not necessary at this time because RMC 23.50 gives the City the authority necessary to condition the PUD approval to prevent harm to the Crosswater Loop neighbors.

The Crosswater Neighbors support the Applicant's desire to build townhomes and preserve the vibrancy of the Horn Rapids Golf Course and surrounding community, but cannot support the current layout. Accordingly, the Crosswater Neighbors ask that Council condition their PUD approval to prohibit development of proposed lots 19-32 and prohibit the removal of the existing pond. As we wrote in our SEPA comment letter, such conditions are necessary to mitigate the Project's impacts on open space and habitat, as well as our neighbors and the broader community, but below this letter explains why such conditions are also necessary for the proposal to satisfy the requirements for PUD approval.

The Hearing Examiner has the authority to recommend a condition that prohibits development of lots 19-32

Under the Richland Municipal Code, Hearing Examiner's recommendation on the PUD will be based on the following factors:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

RMC 23.50.040.B. As explained below, the proposed project does not meet the first three criteria. The Project is not compatible with nearby developments and uses, does not provide transition between proposed PUD uses and existing uses, and conflicts with City Council intent for the Property. Accordingly, the Hearing Examiner's recommendation to the Richland City Council should provide that the application be granted with additional conditions reducing the number of townhomes and preserving the existing pond on the Property.

1. The PUD district development as proposed is not compatible with nearby developments and uses

The application fails to account for the Project's detrimental impact on its Crosswater Loop neighbors. The Hearing Examiner must determine whether the proposed PUD development is compatible with nearby development and uses (RMC 23.50.040.B), based on consideration of the Project's relationship to the surrounding area, including identification of nearby uses and integration of the PUD with nearby existing uses (RMC 23.50.040.A).

Nearby properties, including those on Crosswater Loop, were developed and purchased in reliance on established City policy, memorialized in the Restrictive Covenant between the City of Richland and Columbia Golf Associates in 2005, that required the Property to be maintained in perpetuity for golf course use and open space. See Attachment 1. The layout of the Crosswater Loop homes depended entirely on this open space; those homes were oriented toward the golf course and marketed (correctly) as golf course view properties, an amenity for which the homeowners paid a premium.

The layout for the proposed PUD does not even attempt to find compatibility with the existing development on Crosswater Loop. The two-story structures proposed for Lots 21-32 combine to form a complete visual barrier for eight homes on Crosswater Loop. Lots 19 and 20 require removal of the pond that currently provides habitat for a variety of bird species listed in our SEPA comment letter. In addition, the house on Lot 20 is unacceptably close to the first

house on Crosswater Loop. The street hammerhead between Lots 20 and 21, and the turnaround to the southeast of Lots 25-32, will result in headlights shining directly into homes on Crosswater Loop.

2. The Applicant proposes no transition between PUD uses and nearby external uses and developments;

The Project, as proposed, makes no meaningful attempt to create a transition from the proposed townhomes to the Crosswater Loop homes. The Application maximizes development yield with no concern for the neighbors; it would not look any different if it were proposed in the middle of the desert, with no adjacent homes. The Project's current design places townhomes within ten feet of existing Crosswater properties, and a roundabout for vehicular traffic equally close. The townhome layout and two-story design will in essence erect a wall between the Crosswater Loop "golf course view" homes and the golf course; the possibility of a literal wall or a row of trees only exacerbates this harm.

The Application identifies the surrounding single-family homes, but fails to acknowledge and account for the Project's introduction of new uses adjacent to that existing residential development that was designed and built in reliance on the open space the Applicant proposes to develop. The Project is not simply siting residential uses next to residential uses – it is supplanting open space with dense two-story townhomes. On these facts, "proper transition" would require holding the southern 1/3 of the property, including Lots 19-32 and the pond, as open space.

3. The development is inconsistent with the comprehensive plan and with the purpose of the PUD district;

The proposal does not meet the purpose of the PUD district, which, in relevant part, is to provide "privacy," "usable open space," safe pedestrian and vehicular circulation, and compatible relationships between different uses." RMC 23.50.010.

This proposal eviscerates the privacy and quiet enjoyment of the Crosswater Loop neighbors by placing new neighbors only feet from the existing houses, and by directing headlights into Crosswater Loop homes. The proposal destroys the open space and habitat that is currently accessible, both physically and visually, to wildlife, the Crosswater Loop neighbors, and anybody that uses the golf course.

Council cannot possibly evaluate the proposal's impact on pedestrian and vehicular circulation and safety until the Applicant engages a transportation engineer to analyze trip generation and transportation impacts, as we discussed in our SEPA comment letter. The Applicant proposes parking for approximately 240 vehicles in a neighborhood with no age restriction for residents, which has the obvious potential to introduce a large number of daily vehicle trips to the neighborhood. Yet, the trip generation analysis in the SEPA checklist

includes only the Applicant's ballpark estimate, with no discussion of methodology or assumptions, and no analysis of the current performance of the area's streets or of how the trips generated by the proposal would degrade the performance of nearby intersections. What impact this additional traffic will have on pedestrian and vehicular circulation is completely unknown, but not unknowable.

Finally, the proposal reverses the currently harmonious relationship between existing uses. Generally speaking, zoning strives for transition from lower intensity uses, to medium intensity, to high intensity. Here, the golf course and open space, both low-intensity uses, currently abuts single-family housing, a medium intensity use, with higher-intensity multifamily (townhome) located farther into the interior of the Horn Rapids neighborhood. This proposal, by contrast, would disrupt the existing smooth transition by inserting the neighborhood's highest-intensity use between the lowest and the middle.

As for the Comprehensive Plan, although Council amended the Comp Plan to allow for a PUD application, Council's clear intent was that the Project respect the policy behind the Restrictive Covenant and therefore respond to the existing context, specifically by addressing the Crosswater Loop neighbors' concerns. Based on the Councilmembers' comments at the Comprehensive Plan hearing, Council would not have approved the Applicant's proposed amendment without the Applicant's pledge on the record to design consistent with the Restrictive Covenant and to work with the Crosswater Loop neighbors. Neither has happened.

In their original application for the comp plan amendment, which included a copy of the Restrictive Covenant, the Applicants wrote: "We acknowledge that the City has a 'Declaration of Restrictive Covenant for Golf Course Use' (the 'Declaration') and have no desire to breach this agreement." See Attachment 2, ¶ 6.e; Exhibit list. The City Council amended the Comp Plan partly in reliance on that statement, but before they voted to approve the Comp plan amendment, the minutes from the September 17, 2019 Council meeting reflect that every single Councilmember communicated their desire that the Applicant negotiate with Crosswater Loop neighbors. Attachment 3, pp. 7-8. But despite repeated attempts, and contrary to the Applicant's public statements, the Applicant cut off contact with the Crosswater Loop neighbors and have not entertained any compromise solutions.

The Applicant has now completely abandoned the approach that animated Council's approval of the Comp Plan amendment; the proposal could not be less compatible with the policy expressed in the Restrictive Covenant. Even assuming for the sake of argument that the Restrictive Covenant is not legally enforceable as a restrictive covenant running with the land, it nevertheless remains effective as a statement of City policy regarding the land. The City has never retreated from that policy, and Council should use it to guide its decision on this PUD application.

4. The development can be completed within a reasonable period of time.

The Applicant is a competent developer and we have no doubt that they could finish the project on time, so this criterion is met.

Conclusion

Council should not countenance this sort of “scorched earth” approach to development. Our clients want to work with the Applicant to ensure a successful project that does not unduly harm them, and we remain available to talk. If, however, the Applicant persists in its refusal to discuss win-win solutions with the Crosswater Loop neighbors, the City Council can and should condition the PUD approval to minimize the harm to the neighborhood. The City is under no obligation to use its zoning authority to deliver a windfall profit to a developer at the expense of the existing community. The Crosswater Loop neighbors paid a premium for their homes in reliance on the Restrictive Covenant the City itself imposed on the land, but the Applicant seeks to reap the rewards of our clients’ investment.

Without appropriate conditioning, the proposal cannot meet the requirements for PUD approval. We respectfully request that Council either instruct the Applicant to attempt a reasonable compromise with the Crosswater Loop neighbors and return with an alternative proposal, or that Council simply use its authority under the RMC and SEPA to condition its PUD approval to prohibit development of Lots 19-32, and to require the Applicant retain the existing pond and associated habitat. This will minimize the harm to the neighborhood while still allowing the Applicant to make a tidy profit from a 40-unit development.

Thank you again for considering our comment, and please make this law firm a party of record so we can receive notice of future City action on the proposal.

Sincerely,

FOSTER GARVEY PC



Steven J. Gillespie

Enclosures

Attachment 1

After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
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Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	insert
Related Documents:	N/A

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interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality By: <u>William King</u> Its: <u>Acting City Manager</u>	COLUMBIA GOLF ASSOCIATES, a Washington partnership By: Richland Golf Associates, a Washington general partnership Its: Managing Partner By: <u>Robert L. Sousshek</u> Its: <u>President</u>
--	--

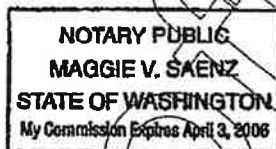
STATE OF WASHINGTON

COUNTY OF King

} ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert Sousshek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
 NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond
 My appointment expires 4/3/06
 Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

COUNTY OF BENTON

} ss.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER OF THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

ACTIVE
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

Attachment 2



Comprehensive Plan Amendment Application

☐ Comprehensive Plan Land Use Map

☐ Text of Comprehensive Plan

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

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: Columbia Golf Associates Brad and Thera Rew will close the sale of the golf course

Address: 2800 Clubhouse Ln. Richland WA. 99354 March 15th 2019.. HJBT Properties will become the owner at that point.

Phone: Email:

APPLICANT/CONTRACTOR INFORMATION (if different)

☒ Contact Person

Company: UBI#

Contact: Brad & Thera Rew

Address: 1413 Sunset St. Richland WA 99354

Phone: 509-528-6092 Email: therarew@gmail.com

PROPERTY INFORMATION

Legal Description:

See attached

Parcel # 125082000001005

Current Zoning: Ag Current Land Use Designation: developed open space

GENERAL REQUIREMENTS FOR ALL APPLICATIONS – Attach written statements explaining the following

1. Completed Application and Filing Fee;
2. The purpose of the proposed amendment;
3. Describe how the amendment is consistent with Washington State Growth Management Act-RCW 36.70A (The goals the Act are listed in 36.70A.020);
4. How the amendment is consistent with the adopted countywide planning policies;
5. How the amendment furthers the purpose of the city's comprehensive plan;
6. How the amendment is internally consistent with the city's comprehensive plan, as well as other adopted city plans and codes;
7. If applicable, how the project will meet concurrency requirements for transportation;
8. As necessary, supplemental environmental review and/or critical areas review, as determined by the Administrator;
9. **Comprehensive Plan TEXT AMENDMENT applications must also include;**
 - a. The proposed element, chapter, section and page number of the comp plan to be amended;
 - b. The proposed text change, with new text underlined and deleted text crossed out;
10. **Comprehensive Plan MAP AMENDMENT applications must also include;**
 - a. The current land use map designation for the subject parcel(s).
 - b. The land use map designation requested.
 - c. A complete legal description describing the combined area of the subject parcel(s)
 - d. A vicinity map showing:
 - i. All land use designations within 300 feet of the subject parcel(s);
 - ii. All parcels within 300 feet of the subject parcel and all existing uses of those parcels;
 - iii. All road abutting and/or providing access to the subject parcel(s) including information on road classification (arterial, collector, access) and improvements to such roads;
 - iv. Location of shorelines and critical areas on or within 300 feet of the site, if applicable

- v. The location of existing utilities serving the subject parcels including electrical, water and sewer;
 - vi. The location and uses of existing structures located on the subject parcel(s);
- e. Topographical map of the subject parcels and abutting properties at a scale of a minimum of one inch represents 200 feet (1:200);
- f. The current official zoning map designation for the subject parcel(s);
- g. A detailed plan which indicates any proposed improve
 - i. Paved streets;
 - ii. Storm drainage control and detention facilities;
 - iii. Public water supply;
 - iv. Public sanitary sewers;
 - v. Circulation and traffic patterns for the development and the surrounding neighborhoods;
- h. A corresponding zoning map amendment application, where necessary to maintain consistency between the land use and zoning maps. The rezone application will be processed separately from, and after, the comprehensive plan amendment;
- i. A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the city's SEPA, zoning and comprehensive land use plan. If no proposed development description is provided, the city will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The city shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact(s) of the proposed development.

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

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

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

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

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

Applicant Printed Name: Thera M Rew

Applicant Signature:  Date 3/1/19

bring in affordable living for first time homeowners to live in a much desired neighborhood.

6. How the amendment is internally consistent with the city's comprehensive plan, as well as other adopted city plans and codes;

a. We are asking for a change in the comprehensive plan that is very consistent with the Property's surroundings. We are asking for more residential, where residential already exists. We could not find any other adopted city plans or codes that address this Property in Horn Rapids that would be inconsistent with this amendment change, therefore we believes that this amendment is internally consistent.

b. HJBT has read the City of Richland's Comprehensive plan and finds many goals and policies that this amendment would further the City's plan. One in particular is:

"HE GOAL 1: Provide a range of housing densities, sizes, and types for all income and age groups of the Richland Community"

These townhomes will be built in a neighborhood which comprises mostly single-family homes. This will allow another housing option for people of all income and age groups to utilize in that neighborhood. Many of Horn Rapids residents work out at the Hanford Area. These townhouses will entice and give additional home options to the Hanford workers.

c. Another goal this amendment furthers is

i. "HE GOAL 2: Improve affordable housing opportunities for lower-income individuals, households and first-time home buyers."

d. Living out in Horn Rapids, close to the Hanford area can be quite expensive. Allowing this amendment would bring in affordable living for first time homeowners to live in a much desired neighborhood.

e. We acknowledge that the City has a "Declaration of Restrictive Covenant for Golf Course Use" (the "Declaration") and have no desire to breach this agreement. When reading the Declaration it states:

"The parties to this covenant acknowledge that the Golf Course Property is zoned as developed open space land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under the said new zoning scheme."

We believe that this language allows us to change the land use designation without breaching this Declaration.

f. We want Horn Rapids golf course to be Asset of Richland and only want to develop features around it and to enhance it. This amendment

Exhibit List

- A. Future Plans Map and Timeline
- B. Land Use Designation Map
- C. Land Use Designation Request
- D. Legal Description
- E. Zoning GIS Map
- F. Street Classification Map
- G. Utility Maps 1, 2, and 3
- H. Existing Structures Map
- I. Declaration of Restrictive Covenants**
- J. Zoning Map/Text Amendment Application

Attachment 3



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard
Tuesday, September 17, 2019

City Council Workshop - 6:45 p.m.

Mayor Thompson called the Council workshop to order at 6:45 p.m. in the Council Chambers at City Hall.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, and Councilmembers Alvarez, Lemley and Lukson were present. Councilmembers Anderson and Kent were absent.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Agenda Item

1. Review of the Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division

Chief Huntington discussed the proposed Improved Emergency Response Services Agreement with Battelle Memorial Institute – Pacific Northwest Division. Chief Huntington discussed the benefit to both parties, notably the significant benefit to the City of Richland by receiving the funding necessary to expedite construction of a new fire station in Richland's north zone. The proposed agreement allows the City to protect what the City is already required to protect within City limits, but with improved response times to the benefit of those located in north Richland. Chief Huntington answered several questions from Council related to timing, staffing and funding.

2. Ambulance Utility Rates

Chief Huntington discussed the Utility Advisory Committee's recommendation related to increased ambulance utility rates. The UAC recommended a single increase, instead of stepping rates up over time, but acknowledged that the final decision for implementation rests with Council. The benefit to step increases is to maximize the SAFER grant funding, and to avoid carrying a large fund balance. The proposed model is predicated on a step approach. The UAC recommended approval of the 2020 ambulance utility rate increase. It also supported the notion of rate equity between residential and commercial use. The proposed 2020 ambulance utility rate increase is anticipated for first reading on October 1, 2019.

3. Discuss Meeting Agenda Items

Council was invited to share concerns related to the agenda. City Manager Reents asked Council to add a presentation item to the agenda on Atomic Frontier Day 2019. Ms. Reents also discussed the TRIDEC board membership ballot. Councilmember Alvarez shared an email received from the Confederated Tribes of the Colville Reservation with an invitation to visit. The proposed date conflicts with Council's regular meeting schedule. City Manager Reents will follow-up.

City Council Regular Meeting - 7:30 p.m.

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, and Councilmembers Alvarez, Lemley and Lukson were present. Councilmembers Anderson and Kent were absent.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND KENT. THE MOTION CARRIED 5-0.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Administrative Services Director Koch, Public Works Director Rogalsky, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Pledge of Allegiance

Mayor Thompson led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

MAYOR THOMPSON ADDED A PRESENTATION ON ATOMIC FRONTIER DAY 2019 TO THE EVENING'S AGENDA. MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS AMENDED TO ADD A PRESENTATION REGARDING ATOMIC FRONTIER DAY 2019. THE MOTION CARRIED 5-0.

Presentations

4. Proclamations of Appreciation: Richland Police Department Reserve Officers Martin Gilley and Clem Matylinski

Mayor Thompson read proclamations in honor of Richland Police Reserve Officers Clem Matylinski and Martin Gilley, and bestowed plaques to each in honor of their contribution to the City of Richland. Chief Bruce thanked Mr. Matylinski and Mr. Gilley for their service, and also briefly introduced Chris Lee and Brigit Clary, who were both recently promoted to Captain in the Richland Police Department.

5. Atomic Frontier Day 2019 (added by Council at start of meeting)

Assistant City Manager Jon Amundson initiated a PowerPoint of images from Atomic Frontier Day 2019 while City Manager Reents provided stats about the event, which was well-received in the community.

****To accommodate a scheduling conflict, Mayor Thompson invited Mr. Steve Ashby, PNNL Laboratory Director, to comment in support of proposed Resolution No. 113-19, authorizing an Improved Emergency Response Services Agreement. Mr. Ashby spoke favorably about the agreement and recommended its approval before exiting Council Chambers to meet his next commitment.****

Public Hearings

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

6. Proposed Adoption of the 2018-2019 Comprehensive Plan Amendments - Ordinance No. 38-19

Community Development Services Director Kerwin Jensen introduced Planning Manager Mike Stevens to provide a staff report on the proposed 2018-2019 Comprehensive Plan amendments. Mr. Stevens described the Planning Commission's actions related to the proposed amendments, including its recommendation of approval for all proposed amendments (private party and City-initiated). Mr. Stevens also explained the path forward for potential removal of the deed restriction at some future date.

Mayor Thompson opened the public hearing at 8:00 p.m.

William C. Stahl, 2750 Stonecreek Drive, Richland WA commented on the benefit of Brad Rew's proposed development, overall, for the Horn Rapids Golf Course.

J. Delton Peters, 2846 Crosswater Loop, Richland WA wants the golf course to succeed, but does not want to be infringed on in the property where he lives. Mr. Peters supports the comprehensive plan amendment.

Tom Ricky, 2942 Crosswater Loop, Richland WA does not want the City to vacate its responsibly related to the golf course if it affects the immediately adjacent properties.

Rich Quadrel, 2450 Harris Avenue, Richland, WA shared that he is the President of Men's Club at Horn Rapids, and has been impressed with Brad Rew's commitment to the community and to Horn Rapids. Mr. Quadrel spoke in favor of the project and the proposed comprehensive plan amendment.

John Peterson, 2980 Sedona Circle, Richland, WA has lived in Horn Rapids for seven (7) years, and has observed slow decline of the condition of the golf course. Brad Rew, and the new owner, has increased the overall quality of the golf course. Mr. Peterson supports the proposed comprehensive plan amendment.

David Haller, 2894 Crosswater Loop, Richland WA asked City Council to support the proposed comprehensive plan amendment. Mr. Haller indicated that he was drawn to the area because of the park-like community, and while the amenities in Horn Rapids have been maintained, the golf course has declined. Mr. Haller supported the proposed comprehensive plan amendment as the predicate to the possible improvements Mr. Rew can implement.

Larry Felton, 2557 Tilden Court, Richland WA shared that his house looks down at the duck pond at Hole No. 10. Mr. Felton shared his fear that the developer will be able to eliminate the golf course and develop houses. Mr. Felton also shared that there is no such thing as a "golf course view" into perpetuity, and stated that Mr. Rew should be entitled to develop the property for the benefit of the golf course, the surrounding community, and the City of Richland.

Louise Peters, 2846 Crosswater Loop, Richland WA would ask that the deed restriction be made permanent forever. Ms. Peters believes in improving the golf course and construction of a better club house, but does not want a townhouse four (4) feet from her house.

Steve Lorence, 2858 Crosswater Loop, Richland WA shared that he is one of the eight (8) homeowners affected by Brad Rew's potential development. Mr. Lorence stated that he purchased a home that was promised a golf course view due to the deed restriction, and paid a premium for it. Mr. Lorence advised that he supports improving the golf course, but does not believe Mr. Rew's efforts demonstrate compromise as suggested. Mr. Lorence shared that he and the other affected homeowners want the golf course to be successful, but not at the cost to abutting residential properties.

Roger Bauer, 2978 Redrock Ridge Loop, Richland WA shared that changes occur when development occurs. Mr. Bauer expressed understanding for the properties impacted, but shared that the bigger impact is a positive benefit to the City and the immediate Horn Rapids community. Mr. Bauer encouraged City Council to approve the proposed comprehensive plan amendment.

Jeff Riddelle, 2930 Redrock Ridge Loop, Richland WA spoke in support of the proposed comprehensive plan amendment.

Tom Harper, 2598 Tilden Court, Richland WA spoke in support of the proposed comprehensive plan amendment, and stated that, in his opinion, Brad Rew has rescued the golf course.

Denise Ciarlo, 2563 Prestwick Drive, Richland WA shared that she spoke to Brad Rew at length about his vision for golf course. Ms. Ciarlo considers Mr. Rew's plan impressive and beneficial to the community. Ms. Ciarlo also spoke in favor of the proposed comprehensive plan amendment.

Gail Wintczak, 2852 Crosswater Loop, Richland WA spoke in support of Brad Rew investing in the Horn Rapids Golf Course, but does not want the deed restriction lifted. Ms. Wintczak also objects to filling of the pond adjacent to her house as proposed by Mr. Rew.

Jeff Hunter, 2864 Crosswater Loop, Richland WA shared that he is being asked to forfeit \$20,000 to \$40,000 in property value Mr. Rew's development is allowed to go forward as potentially proposed. Mr. Hunter asked the City to stay true to the original commitments it made when Horn Rapids was first developed.

Julie Cheville, 3148 Redhawk Drive, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Don Bogart, 2266 Copperleaf Street, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Jon Ray, 2837 Troon Court, Richland WA spoke about the decline of the Horn Rapids Golf Course, and the benefit to the community by introduction of Brad Rew's proposed project. Mr. Ray encouraged the City Council to approve the proposed comprehensive plan amendment.

George Kyriazis, 2766 Stonecreek Drive, Richland WA spoke in favor of local ownership of the golf course (Brad Rew), and encouraged the City Council to approve the proposed comprehensive plan amendment.

Mayor Thompson closed the public hearing at 8:35 p.m.

7. Proposed Amendment to RMC Title 23: Zoning Regulations and the Official Zoning Map of the City of Richland - Ordinance No. 39-19

Planning Manager Mike Stevens provided the staff report on proposed Ordinance No. 39-19. Mr. Stevens reiterated the Planning Commission actions taken related to the zoning map amendments that marry with the proposed comprehensive plan amendments. Mr. Stevens pointed out that there is no zoning action associated with Mr. Rew's comprehensive plan amendment.

Mayor Thompson opened the public hearing at 8:36 p.m. The hearing was closed at 8:37. No public comment was taken.

Public Comments

No public comment was offered.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Minutes - Approval

8. Approve the September 3, 2019 Council Meeting Minutes

Ordinances - First Reading

9. Ordinance No. 37-19, Amending the 2019 Budget in the General Fund and General Government Construction Fund related to Atomic Frontier Day 2019 and Rural County Capital Funds

Ordinances - Second Reading/Passage

10. Ordinance No. 35-19, Amending Chapter 5.14 of the Richland Municipal Code related to Sidewalk Use Licenses
11. Ordinance No. 36-19, Establishing and Dedicating Right-of-Way for Battelle Boulevard, Logan Street, Hagen Road, Robertson Road and Snyder Street

Resolutions – Adoption

12. Resolution No. 111-19, Authorizing a Funding Agreement with the Washington State Department of Transportation for the Duportail Bridge - Phase 2 Project
13. Resolution No. 112-19, Authorizing a Joint Grant Application with the Port of Benton to the Community Economic Revitalization Board for a Joint Stormwater Study
14. Resolution No. 113-19, Authorizing an Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division
15. Resolution No. 114-19, Authorizing an Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Digester Facility Improvements

16. Resolution No. 115-19, Authorizing a Grant Application to the Washington State Department of Transportation and the Washington Utilities and Transportation Commission to Assist in Funding Kingsgate Rail Crossing Upgrades
17. Resolution No. 116-19, Authorizing a Lease Agreement with Oscar and Iliana Suarez for Operation of the Novel Café in the Richland Public Library
18. Resolution No. 118-19, Authorizing Amendment No. 11 with UtiliWorks Consulting, LLC for Phase 2 of the Advanced Metering Infrastructure (AMI) Project, and Ratifying Amendment Nos. 6 and 9

Items for Approval

19. Appointments to the Economic Development Committee: Marc Newman, Deidre Holmberg and Brad Bricker
20. Appointments to the Americans with Disabilities Citizens Review Committee: Steve Sillers and Brenda Bradley
21. Appointment to the Library Board: Karen Buxton

Expenditures - Approval

22. Expenditures from August 26, 2019 - September 6, 2019 for \$4,612,050.81 including Check Nos. 271718-272168, Wire Nos. 7723-7745, Payroll Direct Deposit Nos. 155102-155645 & 155653, Payroll Check Nos. 155646-155652 & 155654, Pension Direct Deposit Nos. 5191-5224, and Payroll Wire/ACH Nos. 11125-11156

Items of Business

23. Ordinance No. 38-19, Adopting the 2018-2019 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan

Councilmember Lukson spoke in favor of the comprehensive plan amendments and Brad Rew's vision in Horn Rapids, but cautioned about finding balance between the affected property owners and the overall benefit to the Horn Rapids community.

Councilmember Lemely expressed support for the comprehensive plan amendments, and encouraged the parties to work together to find a compromise regarding the deed restriction.

Councilmember Alvarez echoed Councilmember Lukson's comments and stated that he wants to see the development as a win-win for all involved.

Mayor Pro Tem Christensen thanked the public for attending and sharing their comments. Mr. Christensen also reassured the audience that tonight's action does not

mean that anyone is losing their view. Instead, it simply means that the process can move forward to the next step.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 38-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

24. Ordinance No. 39-19, Amending RMC Title 23: Zoning Regulations and the City's Official Zoning Map to Conform to the Updated 2017 Comprehensive Plan

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 39-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Reents had no comments.

City Council

Councilmember Lemley commented favorably on Atomic Frontier Day 2019.

Councilmember Lukson spoke favorably about the value of attending ECA with Mayor Thompson and thanked City Council for supporting his attendance.

Mayor Pro Tem Christensen shared that September 17 is Constitution Day, which should be honored. Mayor Pro Tem Christensen also spoke favorably about Atomic Frontier Day 2019, and encouraged City Council and staff to introduce Atomic Frontier Day as a reoccurring event since it is likely to benefit tourism and economic development.

Mayor

Mayor Thompson shared the importance of paying attention to the federal environmental issues at Hanford, and spoke favorably about the value of attending ECA with Councilmember Lukson. Mr. Thompson also spoke favorably about Atomic Frontier Day 2019 and the evening's public participation.

Adjournment

Mayor Thompson adjourned the meeting at 8:55 p.m.

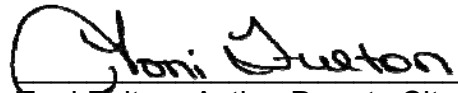
APPROVED:


Robert J. Thompson, Mayor

Date Approved: October 1, 2019

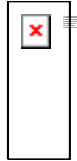
Date Published: October 2, 2019

ATTESTED:


Terri Fulton, Acting Deputy City Clerk

Stevens, Mike

From: City of Richland Development Services <noreply@seamlessdocs.com>
Sent: Saturday, May 8, 2021 1:26 PM
To: Ghbein, Briana; Stevens, Mike
Subject: New Hearing Examiner Meeting Comments



New Submission

A new submission was received for the form below. Log into your Submission Manager to review and process it.

Form name	Online Comment Card for Hearing Examiner Meeting - 12- 15
------------------	---

Submission Details:

I am commenting on:

Horn Rapids golf course development

Support/Oppose

I Oppose

Comments

1. The proposal in its current form is far to extensive, particularly for a planned community that has had a master plan in place that did not include additional housing at the entrance. 2. Traffic increase is unacceptable. River Valley will be overcrowded resulting in use of small side streets through Prestwick and Eagle Watch. Also impacting

Horn Creek, Cooper Leaf and other communities off River Valley. 3.
Loss to homeowners of quality of live and value of homes. An undue
burden on too many people.

Full Name

First Name

Eileen

Last Name

Griffin

Full Address

Street Address

2837 Troon Court

City

Richland

State

WA

Zip

99354

Email

elois2837@gmail.com

Upload File(s)

Letter to city - golf course development.docx

Log in to view submission →

[Log in to view in Submission Manager](#)

City of Richland Development Services | 625 Swift Blvd. MS-35
Richland, WA 99352

Stevens, Mike

From: llibby@charter.net
Sent: Saturday, May 8, 2021 4:37 PM
To: Stevens, Mike
Subject: regarding Monday night

Thanks, Mike, for all your work on these matters.

I don't need to be called on Monday night. Carol and I have combined our remarks, and she is a good spokeswoman! So you can take my name, Larry Libby, off the list.

Hope you had a good weekend.

Larry Libby
2840 Crosswater Loop

May 7, 2021

Dear Hearing Officer:

We received the Notice of Application for the request by HJBT Properties to develop 54 townhomes at the Horn Rapids Golf Course. In summary, we are opposed to this application. The reasons why we are opposed are outlined below.

Here is background explaining why we oppose this application:

- Our dream was always to purchase a home on a golf course and enjoy our retirement years. We fulfilled this dream when we purchased our home at 2858 Crosswater Loop in January 2012. This was a new build by Pahlisch Homes and was advertised as a golf course facing property. We were told at the time of purchase that there was a deed restriction on the golf course property that did not allow homes to be built behind us that would restrict our views. We paid a premium for the lot and home because of the golf course views. We have been paying property taxes since 2012 based on golf course views. See Attachment 1 for the Zillow description of our property clearly stating that our home is on the golf course. There is also an overhead picture showing the location of our home.
- We had a discussion with Stew Stone who was the developer of the property. He informed us that he had negotiated an agreement with the then current golf course owner and the City of Richland to develop the lots along Crosswater Loop facing the golf course to ensure that he could sell these lots as golf course facing property. The negotiation produced a Restrictive Covenant in 2005 that was executed between the City of Richland and the Columbia Golf Associates (CGA). See Attachment 2 for a copy of this Restrictive Covenant. As you can see from the Restrictive Covenant, the use of the property is for golf course operations only and would prevent the building of the townhomes that HJBT Properties has in their application.
- We understood that the golf course was put on the market for sale but had no concerns that it would impact our home and views due to the Restrictive Covenant.
- Apparently Brad and Thera Rew, representing HJBT Properties were interested in purchasing the golf course in 2018. Prior to the purchase, the City provided Brad Rew with a copy of the Restrictive Covenant. This is confirmed in an email from the City to Rew in Attachment 3. This is important because it proves that Rew knew about the Restrictive Covenant prior to purchasing the golf course. Certainly, the purchase price he paid was not reflective of open property that he could develop townhomes on.
- We first became aware of the potential sale when we had surveyors in our backyard in mid-February 2019. Many of us owners contacted the City Planning Department to inquire what was going on. I contacted the Planning Department via email on February 21, 2019. You can see in this email exchange with Mike Stevens that he "strongly suggested" that the Rews contact the homeowners about his rezoning plans. See Attachment 4.
- We continued to have email discussions with Mike Stevens about the potential buyers plans. See Attachment 5 where we notified Mike Stevens we had not heard from the potential buyers.
- Attachment 6 contains the Commercial Licensing Agreement and the Final Agreement outlining that the golf course property is limited to golf course operations. I included an email to Mike Stevens pointing this out.

- Attachment 7 is an email to Mike Stevens informing him of the pond that has been on the property for more than 30 years. You can see in the email the listing of the wildlife that depend on the pond. The email also states that Rew told some of the neighbors that he intended to fill in the pond. We contacted Mike Ridder, the local official for the WA Department of Fish and Wildlife about the pond. He told us that even though the pond was man made, they would classify the pond as a wetland. We believe that the applicants are incorrect in their SEPA Environmental Checklist response to B.3.a concerning the pond. We view this as a wetlands pond and will require evaluation.
- I met with Mike Stevens on April 12, 2019 to discuss the plans for the golf course. During this meeting, Mike suggested a compromise to consider. This compromise is outlined on the second page of Attachment 8 of my email to the City Manager and City Attorney. We were excited about this compromise and in discussions with the impacted Crosswater Loop neighbors, we all agreed that this would work for us. We always wanted the Rews and the golf course to be successful, but not at the expense of our property values and views. We wanted to work with the Rews on this proposed compromise suggested by Mike Stevens.
- Attachment 9 is an email exchange with Mike Stevens verifying that he had approached Brad Rew about his suggested compromise plan.
- Attachment 10 is an email from me to the City indicating that one of our neighbors, The Libby's met with Brad Rew to discuss the compromise suggested by Mike Stevens. As you can see on page 2 highlighted section, they came away from that meeting with the understanding that we were close to a compromise with Brad Rew.
- We arranged a meeting with the Rews on May 6, 2019 at my home to discuss the compromise. Attachment 11 is an email to the City reporting to them our progress on the compromise. Based on the highlighted sections of the email, we felt that we were close to a compromise that meets all parties needs. It also contains the text of the email that I had previously sent Brad Rew with items we would like to see in the compromise.
- This is when it starts to go south for us on the compromise. I sent Brad an email asking for an update on his plans on July 10, 2019, since it had been over two months since our meeting, and we had not seen any plans. I did not get a response to my email from Brad. I sent another follow-up email on July 19, 2019 and got no response. See Attachment 12 for these two emails.
- The City Planning Commission held a meeting on July 24, 2019 to discuss the Comprehensive Plan amendments proposed by the Rews. After the meeting, I approached Brad Rew and asked him when we would be able to see his plans with our compromise incorporated. He told me they did not have the plans yet since he was waiting to see if his amendments would get approved. I then talked to Mike Stevens that evening and he informed me that the Rews had submitted plans to the Planning Department. He took me to his office and showed me the plans but would not provide me with a copy. He said I would need to file a records request to get the plans. I filed the records request on July 25, 2019 and finally received the plans on August 23, 2019.
- Attachment 13 is an email to Mike Stevens letting him know I got the plans and that they do not represent the compromise that we had discussed with the Rews on May 6th.
- I finally was contacted by Brad Rew on September 5, 2019 with his plans. I responded to him that the plans did not reflect the compromise we had agreed to on May 6th. See Attachment 14.
- Attachment 15 is an email to the Rews with modifications to their plan that the Crosswater Loop neighbors would like to see.

- Attachment 16 is an email from Mike Stevens that states that the Restrictive Covenant or deed restriction still prohibits the Rews from putting Townhomes that would restrict our views and impact our property values.
- Attachment 17 are the Minutes from the September 17, 2019 City Council meeting where the Rews received approval on their comprehensive plan amendments. As you can see from the Public Comments section starting on Page 3, many of us neighbors expressed support for the Rews, but wanted to make sure the City Council understands that we did not want the Restrictive Covenant cancelled. Starting on Page 7, you will see that the city council members directed the Rews to work with the Crosswater Loop neighbors on coming up with a compromise that is agreeable to all parties. You can also view the video of the meeting to see the exact words from the city council. I am sure you can get this video from the City.
- Attachment 18 is an email I sent to the Rews congratulating them on getting their comprehensive plan amendments approved, but also letting him know that we expected to work on the compromise that the city council expects. You will see the proposed changes we made to the plans he had submitted. We received no response from the Rews.
- Attachment 19 is an email I sent to the City Council and Planning Commissioners regarding an email that Brad Rew sent out on October 25, 2019 indicating that he is "continuing the dialog" with the Crosswater Loop neighbors. I wanted to make known to them that Brad Rew was not truthful about this since we had not heard from him at all.
- Nothing occurred until we received Attachment 20 from Mike Stevens notifying us that they will not be enforcing the Restrictive Covenant since there was an apparent screw up by the City when they filled the 2005 document. Apparently, a legal description was missing. We believe that even with the document being flawed, the intent that the property is not developed is still there and that the City should continue to follow the intent and not allow the townhome development behind our homes.
- Attachment 21 is another attempt by us to reach out to the Rews to discuss their plans and our proposed compromise. We never received a response from the Rews.
- Attachment 22 is an email dated May 9, 2020, to the City Council member and City Staff letting them know we have had no contact from the Rews since the September 17, 2019 City Council meeting. We just wanted to make sure that the City knew we are doing the best we can to reach a compromise.
- Then out of the blue on April 1, 2021, we received the Notice of Application in the mail. We first thought it was an April's fool joke. See Attachment 23. In doing some more research, we found the new plans from the Rews on what they intend to do. This is Attachment 24. As you can guess, we feel very betrayed by the Rews. Not only have they not contacted us, but none of the compromise items are included in their plans. The new plans are a total disaster and impact many more of the Crosswater Loop neighbors. Originally, the Rews were talking to us about single story townhomes. Now we have two story townhomes in the plan that will greatly impact us. Apparently the Rews do not believe we are impacted since in their SEPA Environmental Checklist application, Section B.10.b, they state in their answer to the question: **What views in the immediate vicinity would be altered or obstructed?** *Direct views of the Golf Course. Most homes in the vicinity will still have a view but it will be smaller views vs a pano view.* You have got to be kidding us. You put two story homes right behind us and we still have views. We do not think so. Also, they have put a roundabout which will greatly impact our homes as lights from vehicles using the roundabout will shine right into our windows.

- We contacted a real estate broker to provide us with an estimate of our current home value assuming we had golf course views. As you can see in Attachment 25, our current home value is \$ 520,000 to \$540,000. You will also see with the MLS listing that over and over again; our property is listed as being on the 18th fairway of the golf course. The real estate broker also provided us with statement that the townhome development will result in our home being impacted in a negative way. Until we actually put our home on the market, we will never know what the actual impact will be, but we estimate it will be a loss of between \$30,000 to \$40,000 based on the information we had received from the developer as to how he priced the lots originally. A golf course view is worth quite a bit.
- In Attachment 26, we provided photos of our current view. We also commissioned an artist to provide us with an artist rendition of how our backyard view will change with the townhome development. You can see the difference between our current view and what we will be forced to look at and endure. We do not consider this just as “smaller view vs a pano view” as the Rews submitted in their SEPA Environmental Checklist. We will have no view except a roundabout and parking spaces.

We appreciate you taking the time to review all the data we provided and our comments. So, just to be clear, we do not support the application as submitted. We are still interested in working with the Rews on a compromise because we really do want the golf course to be successful, but not at the financial expense of us and our way of life and views. We request that you deny the application as submitted without major modifications.

Thanks for listening to us.



Steve and Janal Lorence
2858 Crosswater Loop
Richland, WA 99354

Attachment 1



2858 Crosswater Loop, Richland, WA 99354

Home Facts

Correcting these home facts will likely affect your Zestimate®

Home type

Single family

Beds

4

Full baths

3

3/4 baths

0

1/2 baths

0

1/4 baths

0

Finished square feet

2,826

Lot size

8,000

Sq ft

Year built

2012

Structural remodel year ?

HOA dues

\$ 35

per month

Basement sq. ft.

Garage sq. ft.

Describe your home

Beautiful Pahlisch Home on the golf course.

This home has a master on the main and a guest suite on the main floor. 2 bedrooms

Additional information

Drag main photo here

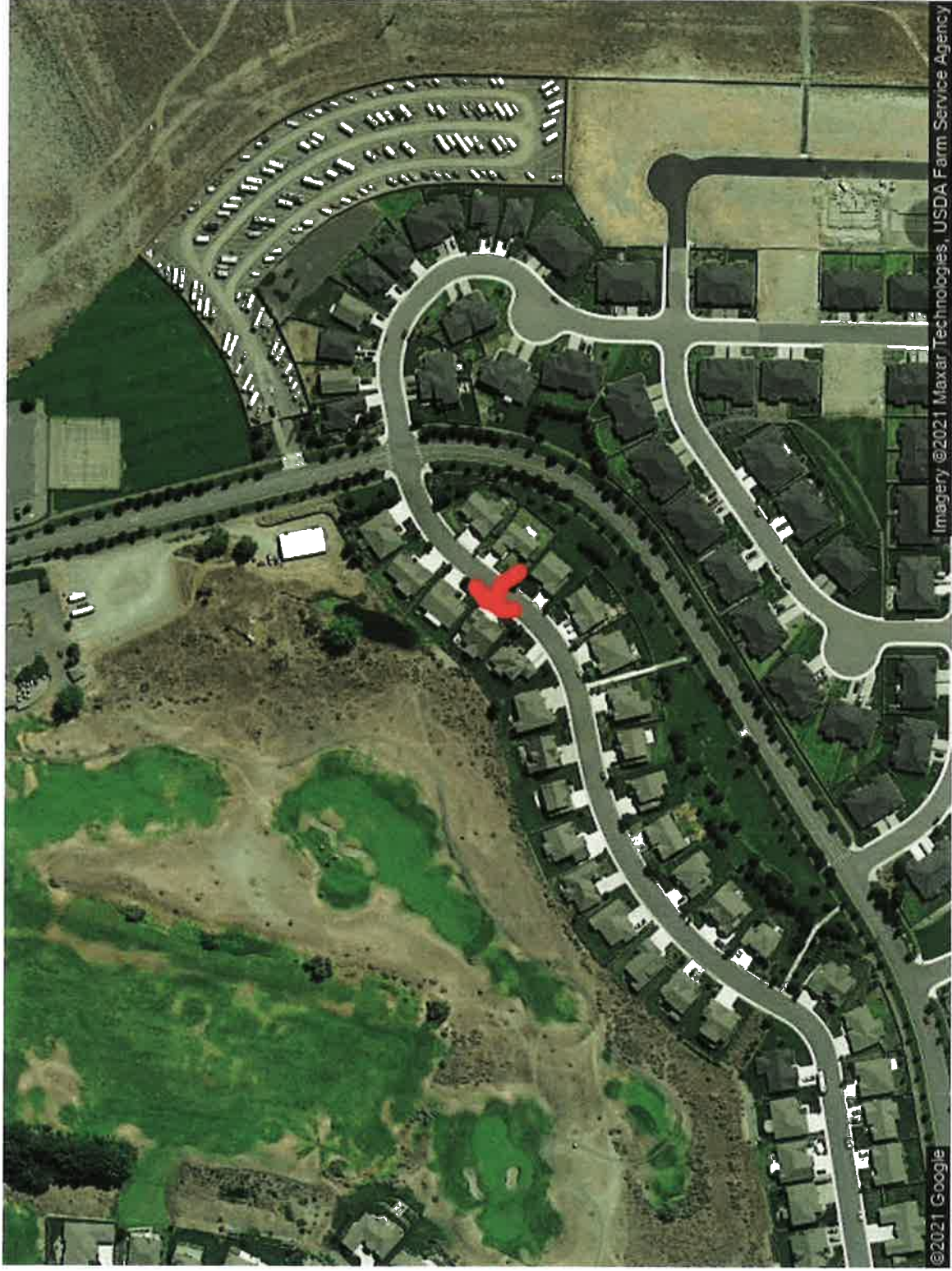


← BACKYARD VIEW

Drag main photo here



Drag main photo here



Imagery ©2021 Maxar Technologies, USDA Farm Service Agency

©2021 Google

Attachment 2

After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	insert
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	insert
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality By: <u>William King</u> Its: <u>Acting City Manager</u>	COLUMBIA GOLF ASSOCIATES, a Washington partnership By: Richland Golf Associates, a Washington general partnership Its: Managing Partner By: <u>Robert L. Sousshek</u> Its: <u>President</u>
--	--

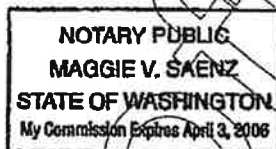
STATE OF WASHINGTON

COUNTY OF King

} ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert Sousshek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
 NOTARY PUBLIC in and for the State of Washington, residing at Black Diamond
 My appointment expires 4/3/06
 Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

COUNTY OF BENTON

} ss.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER OF THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

Attachment 3

From: [Arrasmith, Darin](#)
To: brad@galerew.com
Subject: Horn Rapids Golf Course - Covenant
Date: Wednesday, September 05, 2018 2:42:36 PM
Attachments: [2011_024381.pdf](#)

Brad –

The recorded deed is attached. The restrictive covenant of interest begins on page 8.

Best Regards,

Darin K. Arrasmith, Planner
Office of Economic Development
City of Richland
509.942.7591

Attachment 4

RE: Horn Rapids Golf Course Sale

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Thu 2/21/2019 3:41 PM

To: Steve Lorence <stev lorence@hotmail.com>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Mr. Lorence:

I met with the potential buyers earlier this morning and strongly suggested that they contact the homeowners located adjacent to the potential rezone site and golf course. They indicated that they have plans to do so in the near future.

In regards to the application, the application which was originally submitted will be revised by them towards the end of next week (likely Thursday or Friday). Until they have officially submitted a revision there is nothing official to forward to you regarding the revised application and I would be uncomfortable providing any detailed information until that revision officially arrives and then at that point becomes public record.

I will say that if your property is within 300' of the subject property you will automatically be notified by mail of any upcoming public comment period and public hearing associated with the property.

Thank you,



Mike Stevens, Planning Manager

City of Richland Development Services Dept.

505 Swift Blvd. MS#35

Richland, WA 99352

(509)942-7596

www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.****

From: Steve Lorence [mailto:stev lorence@hotmail.com]

Sent: Thursday, February 21, 2019 3:34 PM

To: O'Neill, Shane <soneill@CI.RICHLAND.WA.US>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Subject: Re: Horn Rapids Golf Course Sale

Thanks Shane. I understand that the potential buyer was supposed to file some amended plans this week. Was that done? If so, can you forward to me? Attached is the last one we received from you via another neighbor.

Steve

From: O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Sent: Thursday, February 21, 2019 2:49 PM

To: Steve Lorence; Stevens, Mike

Cc: Follett, Lynne

Subject: RE: Horn Rapids Golf Course Sale

Hi Steve,

Due to the close proximity of your home to the project site, you will receive direct notice of the public hearing in the mail.

I will add you to the list of parties of record to ensure you will receive a Notice of Decision as well.



Shane O'Neill

Senior Planner
City of Richland

P: 509.942.7587



From: Steve Lorence <stevelorence@hotmail.com>

Sent: Thursday, February 21, 2019 2:18 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Subject: Horn Rapids Golf Course Sale

Good afternoon Mike and Shane:

I understand that you are working with the potential buyer of the Horn Rapids Golf Course who would like to rezone some of the property. I know other property owners have been in touch with you regarding this issue. My home is one of those that may be impacted if the buyer is allowed to rezone. I would like to be kept informed of the developments so I can impact this request to rezone. As I am sure you know, we bought our golf course property with the understanding that as long as the golf course is in operation, then no homes would be built that would block our views.

Thanks and I appreciate any information or updates you can give.

Steve Lorence
2858 Crosswater Loop
509-851-3761

Attachment 5

RE: Horn Rapids Golf Course Sale

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 3/1/2019 8:02 AM

To: Steve Lorence <stev lorence@hotmail.com>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Mr. Lorence:

I expect to receive a comprehensive plan and rezone application from the potential buyers today. It is my understanding that they are going to make application for a change of land use/zoning nearer the existing clubhouse, which will eventually lead to discussions with the city as to amending the deed restriction. The area that is zoned PUD, which is closer to your home is not part of this current application (based on my most recent discussions with the potential buyers).

The City is well aware of the deed restriction that is in place for the golf course as are the potential buyers, but there appears to be a possible discrepancy as to what officially constitutes the "golf course" and that issue is being researched. The owners are not ignoring it and have an attorney who is also researching aspects related to it.

You do not need to inform me as to who your hired legal counsel is.

I hope this information helps.



Mike Stevens, Planning Manager
City of Richland Development Services Dept.
505 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.****

From: Steve Lorence [mailto:stev lorence@hotmail.com]

Sent: Thursday, February 28, 2019 8:39 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

Subject: Re: Horn Rapids Golf Course Sale

Hi Mike:

Is there any update on the application from the potential buyers? We have not heard from them even though you recommended they contact us. I appreciate you giving them some direction on this.

We do have an attorney that will represent the homeowners in this matter. Do we need to let you know who we have contracted with?

Our understanding is that the legal documents that the city signed as a Commercial Licensing Agreement with the current owner of the golf course on August 25th of 2003 and the Final Agreement dated May 3, 2005 restrict the property use as golf course operations only. Any rezoning is prohibited by

these agreements. Our attorney is reviewing these agreements now, but you may want to review these as we believe that that restrict any rezoning. As we understand this, the potential buyer is aware of these restrictions and is ignoring them and is hoping to move ahead with the rezoning request.

I would be happy to meet with you to discuss.

By the way, I am the Chairman of the Personnel Commission of the City of Richland. I was appointed by the City Council in 2018 have been working with the City Attorney, Heather Kintzley. I just thought it would be appropriate to disclose this so you know that I have a connection with the City.

Thanks for your attention to this and I hope that we can resolve this issue.

Steve Lorence

851-3761

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Thursday, February 21, 2019 3:41 PM

To: Steve Lorence; O'Neill, Shane

Cc: Follett, Lynne

Subject: RE: Horn Rapids Golf Course Sale

Mr. Lorence:

I met with the potential buyers earlier this morning and strongly suggested that they contact the homeowners located adjacent to the potential rezone site and golf course. They indicated that they have plans to do so in the near future.

In regards to the application, the application which was originally submitted will be revised by them towards the end of next week (likely Thursday or Friday). Until they have officially submitted a revision there is nothing official to forward to you regarding the revised application and I would be uncomfortable providing any detailed information until that revision officially arrives and then at that point becomes public record.

I will say that if your property is within 300' of the subject property you will automatically be notified by mail of any upcoming public comment period and public hearing associated with the property.

Thank you,



Mike Stevens, Planning Manager
City of Richland Development Services Dept.
505 Swift Blvd. MS#35
Richland, WA 99352
(509)942-7596
www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.****

From: Steve Lorence [<mailto:stevelorence@hotmail.com>]

Sent: Thursday, February 21, 2019 3:34 PM

To: O'Neill, Shane <soneill@CI.RICHLAND.WA.US>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>
Subject: Re: Horn Rapids Golf Course Sale

Thanks Shane. I understand that the potential buyer was supposed to file some amended plans this week. Was that done? If so, can you forward to me? Attached is the last one we received from you via another neighbor.

Steve

From: O'Neill, Shane <soneill@CI.RICHLAND.WA.US>
Sent: Thursday, February 21, 2019 2:49 PM
To: Steve Lorence; Stevens, Mike
Cc: Follett, Lynne
Subject: RE: Horn Rapids Golf Course Sale

Hi Steve,

Due to the close proximity of your home to the project site, you will receive direct notice of the public hearing in the mail.

I will add you to the list of parties of record to ensure you will receive a Notice of Decision as well.



Shane O'Neill

Senior Planner
City of Richland

P: 509.942.7587



From: Steve Lorence <stevelorence@hotmail.com>
Sent: Thursday, February 21, 2019 2:18 PM
To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>
Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>
Subject: Horn Rapids Golf Course Sale

Good afternoon Mike and Shane:

I understand that you are working with the potential buyer of the Horn Rapids Golf Course who would like to rezone some of the property. I know other property owners have been in touch with you regarding this issue. My home is one of those that may be impacted if the buyer is allowed to rezone. I would like to be kept informed of the developments so I can impact this request to rezone. As I am sure you know, we bought our golf course property with the understanding that as long as the golf course is in operation, then no homes would be built that would block our views.

Thanks and I appreciate any information or updates you can give.

Steve Lorence
2858 Crosswater Loop
509-851-3761

Attachment 6

Re: Horn Rapids Golf Course Sale

Steve Lorence <stev lorence@hotmail.com>

Fri 3/1/2019 3:35 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>

Cc: Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

 2 attachments (3 MB)

Commercial Licensing Agreement pages 1 and 2.pdf; Final Agreement Dated 05-03-2005.pdf;

Mike:

I know you have both the Commercial Licensing Agreement and the Final Agreement on the use of the property. In our review of the language, we clearly see that the use of the golf course property is limited to golf course operations. See #3 on page 2 of the Commercial Licensing Agreement that I have attached. Also, #2.1 on page 5 of the Final Agreement attached is extremely clear to us. If there is any changes to these documents, what is the process and will we as interested parties have a chance to have input?

Thanks again Mike. I appreciate your attention to this and for responding so quickly.

Steve Lorence
2858 Crosswater Loop

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Friday, March 1, 2019 8:02 AM

To: Steve Lorence; O'Neill, Shane

Cc: Follett, Lynne

Subject: RE: Horn Rapids Golf Course Sale

Mr. Lorence:

I expect to receive a comprehensive plan and rezone application from the potential buyers today. It is my understanding that they are going to make application for a change of land use/zoning nearer the existing clubhouse, which will eventually lead to discussions with the city as to amending the deed restriction. The area that is zoned PUD, which is closer to your home is not part of this current application (based on my most recent discussions with the potential buyers).

The City is well aware of the deed restriction that is in place for the golf course as are the potential buyers, but there appears to be a possible discrepancy as to what officially constitutes the "golf course" and that issue is being researched. The owners are not ignoring it and have an attorney who is also researching aspects related to it.

You do not need to inform me as to who your hired legal counsel is.

I hope this information helps.

Mike Stevens, Planning Manager
City of Richland Development Services Dept.

COMMERCIAL LICENSING AGREEMENT

This Commercial Licensing Agreement is made and effective August 25, 2003 by and between The City of Richland, Washington, ("Owner" or "Licensor") and Columbia Golf Associates ("Licensee").

Licensor is the owner of land and improvements commonly known as the Horn Rapids Golf Course ("the Golf Course") in Richland, Washington, a full legal description of which is attached as Exhibit A to this Licensing Agreement ("the Premises") and incorporated herein by this reference as if set forth at length.

Licensor desires to license rights to operate a golf course on the Premises to Licensee, and Licensee desires to be licensed by Licensor to operate a golf course on the Premises for the term and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term

A. Licensor hereby licenses to Licensee the exclusive right to operate a golf course on the Premises, and Licensee hereby receives such license from Licensor, for an "Initial Term" beginning August 25, 2003, and ending at the date and time when the Court-Determined Local Improvement District foreclosure redemption period terminates; provided, however, that the term of this License shall end sooner if the Licensee or its designee redeems the property sooner; provided, further, that the Licensee shall in any event have the option to terminate this License earlier upon 120 days written notice to the Licensor. Licensor shall use its best efforts to give Licensee possession as nearly as possible at the beginning of the License term. If Licensor is unable to timely provide the Premises, license fees shall abate for the period of delay.

B. Licensee may seek renewal of the License for extended terms of one years by notifying Licensor not less than one hundred eighty (180) days prior to the expiration of each term of its request for renewal. Should Licensee not provide notice as provided in this subsection, Licensor will be allowed during the last five months of the license term to show the property to prospective purchasers/operators upon appropriate and reasonable notice to the on-site operator. The terms and conditions of any renewal of this License shall be subject to the later mutual agreement of the parties, and either party shall be free to refuse to consider any renewal. Licensor shall retain sole and absolute discretion in granting any additional terms for this license.

The Licensor shall have the right to review the balance sheet and profit and loss statement on the Licensee's operation at the Golf Course either during the 120-day period mentioned above following the Licensee's giving of notice of early termination of the License or during the last 120 days of the License term, assuming the parties have not agreed upon an extension of this License for a renewal term. The Licensor shall also have the right during said

120-day time periods to show the Golf Course and Premises to prospective purchasers/operators at reasonable times and upon reasonable advance notice to Licensee.

2. License Fee

A. Licensee shall pay to Licensor during the Initial Term a license fee of \$1.00 per year, payable in advance on the first day of each calendar year during the license term to Licensor at such place designated by written notice from Licensor. The license payment amount for any partial calendar years included in the license term shall be prorated on a daily basis.

B. The license fee for any renewal license term, if created as permitted under this License, shall be \$1.00 per year payable in annual installments as described above.

3. Use

Licensee shall use the Premises to continue to operate Horn Rapids Golf Course to the standards to which it has been operated since its inception but in any event to the level of the Golf Course Maintenance Specifications as provide in Exhibit B. Licensee's rights and responsibilities to operate the Golf Course shall include but not be limited to: managing the Golf Course, clubhouse, pro shop, restaurant and banquet facilities; managing the putting course and driving range; maintaining the Premises in a condition consistent with their condition at the commencement of the Initial Term of this License; hiring and firing employees and independent contractors; applying for, obtaining and maintaining in full force and effect all necessary permits and licenses; purchasing, maintaining, repairing or replacing all necessary equipment and supplies; complying with all legal requirements, including applicable environmental laws; and preparing and maintaining the Golf Course's books, accounts and records. Throughout the term of this License, including any extensions beyond the Initial Term, Licensee shall be entitled to any and all profits derived from the operation of the Golf Course and shall be responsible for any and all losses suffered by the Golf Course.

4. Property Rights

During the term of this License, Licensor and Licensee shall work together to resolve inconsistent or inaccurate legal boundaries. Prior to completing any boundary modifications, the City shall consult with and consider the position of the Licensee as that position relates to the use of the property as a golf course. However, the final determination of the extent of any boundary change shall be made by the City of Richland, holding the property in trust for the Local Improvement District Guaranty Fund, and consistent with the continued use of the property as a golf course.

Licensor hereby vests in Licensee, throughout the term of this License, full legal right and power to oppose any trespass or other infringement, intrusion or burden upon the Premises, including but not limited to allowing Licensee to proceed in Licensor's name to oppose any such trespass or other infringement.

5. Ownership Rights

Licensor hereby agrees and acknowledges that it does not own and has no claim against any of the buildings and equipment listed on Exhibit C to this Agreement or the Golf Course business itself. Upon the termination or other conclusion of this License, title to and right to possession of the buildings and equipment listed in Exhibit C shall remain Licensee's, including the right to remove the buildings and equipment from the Premises. The Licensor shall have the right but not the obligation to purchase the personal property, including facilities claimed to be personal property in Exhibit C for such amount as shall be mutually agreeable to the parties. In order to assist the negotiation of the parties, if deemed necessary, the parties may agree to have the property on Exhibit C appraised by a mutually acceptable appraiser, with the appraisal expenses split between the parties. Regardless, such appraisal shall be for information purposes only and shall not be binding upon either of the parties absent later mutual agreement.

6. Assignment

Licensee shall have the right without Licensor's consent to assign this License to a corporation with which Licensee may merge or consolidate, to any subsidiary of Licensee, to any corporation under common control with Licensee, or to a purchaser of substantially all of Licensee's assets. Except as set forth above, Licensee shall not relicense all or any part of the Premises or assign this License in whole or in part without Licensor's consent, such consent not to be unreasonably withheld or delayed. As a result of the prior relationship between the Licensor and Licensee, and in settlement of some of the issues between the parties, the City reserves the right to modify some or all of the favorable terms in this License should there be an assignment of this License to any party, unless such assignment is a related or wholly owned entity of the Licensee or its principals

7. Repairs

During the License term, Licensee shall make, at Licensee's expense, all reasonable and necessary repairs to the Premises.

8. Alterations and Improvements

Licensee, at Licensee's expense, shall have the right following Licensor's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Licensee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Licensee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Licensee at the commencement of the License term or placed or installed on the Premises by Licensee thereafter, shall remain Licensee's property free and clear of any claim by Licensor. Licensee shall have the right to remove the same at any time during the term of this License provided that all damage to the Premises caused by such removal shall be repaired by Licensee at Licensee's expense.

9. Property Taxes

Licensee shall pay all current, general real estate taxes (or leasehold taxes, if applicable) as they come due during the term of this License. The parties further agree that the Licensor shall pay all outstanding, delinquent real estate taxes and related interest and penalties prior to county tax foreclosure, and in consideration of the same, the Licensee agrees that in the event the Licensee redeems the property from the Local Improvement District foreclosure sale, then the Licensee shall repay the Licensor for the delinquent taxes, interest and penalties paid by the Licensor under an installment arrangement as follows: The total amount of taxes, interest and penalties paid by City to be repayable on monthly installment basis fully amortized over five years with interest at 5% per annum on the declining principal balance.

Each party shall timely pay the personal property taxes on their respective personal property situated on the Premises.

10. Insurance

Licensee agrees to maintain and pay for, throughout the term of this License, insurance on the Premises of the same type(s) and at the same coverage limits as the insurance covering the Premises as of May 1, 2003. Prior to execution of this license agreement, Licensee shall provide documentation to the Licensor of insurance coverage which names the Licensor as a named insured and permit time for the Licensor to determine that such coverage is adequate to protect the Licensor. The Licensee will provide to Licensor thirty (30) days notification prior to the termination, modification or change in provider for this insurance.

11. Utilities

Licensee shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Licensee on the Premises during the term of this License unless otherwise expressly agreed in writing by Licensor. In the event that any utility or service provided to the Premises is not separately metered, Licensor shall pay the amount due and separately invoice Licensee for Licensee's pro rata share of the charges. Licensee shall pay such amounts within fifteen (15) days of invoice.

12. Entry

Licensor shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Licensor shall not thereby unreasonably interfere with Licensee's business on the Premises.

13. Damage and Destruction

If the Premises or any part thereof or any pertinence thereto is damaged by fire or other casualty, then the parties agree that any applicable insurance proceeds shall be utilized for the repair or rebuilding of the same, unless the parties mutually agree otherwise in writing.

14. Default

If Licensor or Licensee defaults at any time on any of the covenants or conditions to be kept, observed and performed by it, respectively, and such default shall continue for thirty (30) days after notice thereof in writing to the party in default by the non-defaulting party without correction thereof then having been commenced and thereafter diligently prosecuted, the non-defaulting party may declare the term of this License ended and terminated by giving the defaulting party written notice of such intention. If Licensee is in default, Licensor gives proper notice of default and Licensee does not surrender possession of the Premises, Licensor may reenter the Premises. The non-defaulting party shall have, in addition to the remedy above provided, any other right or remedy available on account of default, either in law or equity. The non-defaulting party shall use reasonable efforts to mitigate its damages, if any.

15. Representations and Warranties

15.1 Licensor's Representations and Warranties. As a material inducement for Licensee to enter into this Agreement, Licensor represents and warrants the following:

- (1) *Power and Authority.* That it is a municipality duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Licensor of Licensor's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Licensor is a party or by which Licensor is bound.
- (2) *Authorization; Valid Obligation.* That all actions required to be taken by or on behalf of Licensor to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Licensor enforceable in accordance with its terms, except as the same may be affected by moratoriums or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (3) *Executive Parties.* That the persons executing this Agreement on behalf of Licensor have full power and authority to bind Licensor to the terms hereof.
- (4) *Licensor's Understanding.* That in entering into this Agreement, Licensor has not relied on any statement as to the possibility of future success or as to any similar matters which may have been prepared by Licensee or by any of its Affiliates and understands that no guarantee is made or implied

by Licensee or by any of its Affiliates as to the future earnings or financial success of the Premises.

- (5) *Legal Requirements.* That there are no existing violations of Legal Requirements with respect to the Premises.

15.2 Licensee's Representations and Warranties. As a material inducement to Licenser to enter into this Agreement, Licensee represents and warrants the following:

- (1) *Power and Authority.* That it is a partnership duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Licensee of Licensee's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Licensee is a party or by which Licensee is bound.
- (2) *Authorization: Valid Obligation.* That all actions required to be taken by or on behalf of Licensee to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Licensee enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (3) *Executing Parties.* That the persons executing this Agreement on behalf of Licensee have full power and authority to bind Licensee to the terms hereof.
- (4) *Licensee's Understanding.* That in entering into this Agreement, Licensee has not relied on any statement from Licenser or any representative or partner of Licenser, except for the Licenser's representations and warranties contained in this Agreement.

16. Quiet Possession

Licenser covenants and warrants that upon performance by Licensee of its obligations hereunder, Licenser will keep and maintain Licensee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this License. However, during the last 120 days of the then current and final term, Licensee shall permit Licenser access at reasonable times and upon reasonable advance notification, to show and evaluate the Golf Course, and its maintenance and operations.

17. Brokers

Licensee represents that Licensee was not shown the Premises by any real estate broker or agent and that Licensee has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge in connection with this License.

18. Waiver

No waiver of any default of Licensor or Licensee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Licensor or Licensee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Memorandum of License

The parties hereto contemplate that this License should not and shall not be filed for record, but in lieu thereof, at the request of either party, Licensor and Licensee shall execute a Memorandum of License to be recorded for the purpose of giving record notice of the appropriate provisions of this License.

20. Headings

The headings used in this License are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this License.

21. Successors

The provisions of this License shall extend to and be binding upon Licensor and Licensee and their respective legal representatives, successors and assigns.

22. Consent

Licensor shall not unreasonably withhold or delay its consent with respect to any matter for which Licensor's consent is required or desirable under this License.

23. Compliance with Law

Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee's use of the Premises. Licensor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises.

24. Applicable Law

This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Washington. Venue for all actions or claims pursuant to this Agreement shall be Seattle, Washington.

25. Savings Clause

If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be held invalid or unenforceable to any extent, the same shall not affect the validity or enforceability of the remainder of this Agreement.

26. Attorneys' Fees and Expenses

In the event of any dispute or litigation concerning the enforcement, validity or interpretation of this Agreement, or any part hereof, the prevailing party shall be entitled to all its reasonable costs, charges, fees and expenses (including reasonable attorneys' fees and costs) from the other party, regardless of whether any litigation is initiated or prosecuted to judgment. The term "attorneys' fees and costs" shall also include, without limitation, all such fees and costs incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and costs were incurred, and shall include all such fees and costs incurred or anticipated to be incurred in collecting or enforcing any judgment in connection therewith.

27. Non-Discrimination in Employment

Licensee will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex or national origin. Licensee will use reasonable and diligent efforts to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Licensee shall not discriminate with respect to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

28. No Third-Party Beneficiaries

This Agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation, or other entity not a party hereto except as may be expressly provided herein to the contrary.

29. Counterparts

This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same Agreement.

30. Independent Contractor

Licensor and Licensee acknowledge and agree that Licensee will act as an independent contractor in the performance of its duties and responsibilities set forth in this Agreement. No provisions hereunder shall be intended to create a partnership or joint venture between Licensor and Licensee with respect to the Premises or otherwise, and neither party shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement.

31. Confidentiality

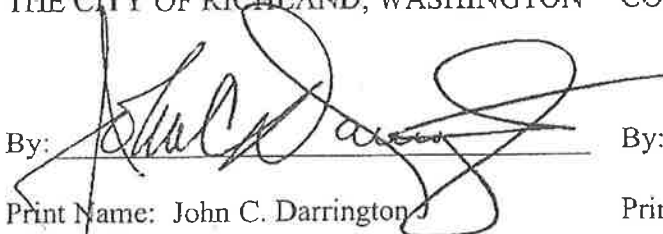
Licensor shall hold confidential any information which Licensor receives in connection with the performance of its obligations hereunder and which concerns Licensee or its operations or business and shall not disclose all or any portion of such information to any third party, except for such disclosures as are reasonably necessary to perform Licensor's obligations hereunder or are required by law or by any proposed lender or mortgagee of the Premises. During the last 120 days of this License, the Licensor shall be provided full access to course performance information for use in presenting to potential purchasers and for valuation purposes.

32. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

THE CITY OF RICHLAND, WASHINGTON COLUMBIA GOLF ASSOCIATES

By: 

Print Name: John C. Darrington

Title: City Manager

By: 

Print Name: Robert L. Sourshek

Title: Pres.

APPROVED AS TO FORM:

By: Thomas O. Lampson

Print Name: Thomas O. Lampson

Title: City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that John Darrington and Thomas O. Lampson are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it as the City Manager and City Attorney, respectively, of the City of Richland, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 25th day of August, 2003.

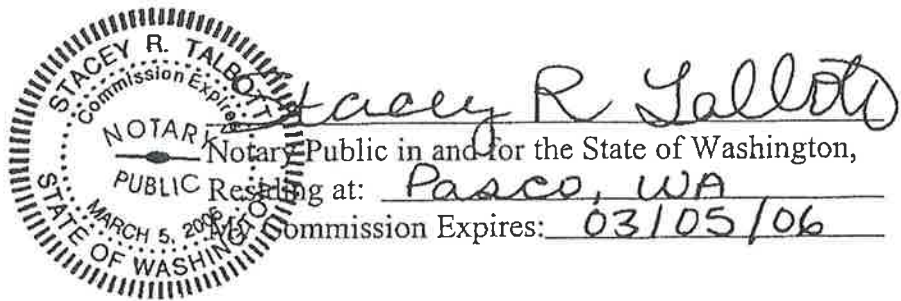


Debra Wiseman
NOTARY PUBLIC, State of Washington,
residing at West Richland
My Commission expires: 11-19-06

STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that ROBERT L. SOUSHEK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument, and acknowledged it as the PRESIDENT, respectively, of COLUMBIA GOLF ASSOCIATES, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 15th day of August, 2003.



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SECTION 29 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 29: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

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SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

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MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

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12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

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DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) (AKA GOLF COURSE) LESS THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 7, BLOCK 3, PLAT OF HORN RAPIDS DIVISION 1 AS RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 72.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT: THENCE NORTH 76 DEGREE 20 MINUTES 22 SECONDS WEST A DISTANCE OF 12.81 FEET: THENCE NORTH 24 DEGREES 59 MINUTES 57 SECONDS WEST A DISTANCE OF 56.00 FEET: THENCE NORTH 26 DEGREES 20 MINUTES 27 SECONDS EAST A DISTANCE OF 12.81 FEET TO THE POINT OF BEGINNING. (12/28/95)

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SECTION 28 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 28: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS A DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

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SECONDS WEST A DISTANCE OF 448.14 FEET:THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

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MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

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12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

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DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE LESS THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 15, BLOCK 1, PLAT OF HORN RAPIDS DIVISION 1 AS RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON: THENCE NORTH 71 DEGREES 13 MINUTES 59 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 145.00 FEET TO THE MOST WESTERLY CORNER THEREOF: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET TO THE POINT OF BEGINNING. (QCD 12/28/95 AF#95-29750)

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SECTION 20 TOWNSHIP 10 NORTH RANGE 28 EAST: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 20:AKA GOLF COURSE THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

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SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

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MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

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12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

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DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE
END OF FILE

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SECTION 21 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 21: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS A DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

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SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

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MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

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12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.65 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

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DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE
END OF FILE

EXHIBIT B

GOLF COURSE MAINTENANCE SPECIFICATIONS

"Maintenance Standards" shall mean the maintenance standards for the Golf Course designed to insure maintenance of the grounds in an attractive and playable condition, which standards are set forth below, or such other similar standards that may be from time to time required by the USGA to insure a similar standard of maintenance; provided that such similar standards are (i) approved by the City, which approval shall not be unreasonably withheld, and (ii) are commensurate with the Comparable Facilities.

1. SUPERVISION OF MAINTENANCE

(a) The golf course superintendent shall be responsible for supervising the maintenance of the course. He will be a Golf Course Superintendents of America Affiliated Golf Course superintendent employed full-time at the course who will develop the maintenance program and be responsible for its implementation. At least one full-time crew member shall have a current pesticide applicator's license as required by State law.

(b) Other than during inclement weather, a full maintenance crew consisting of a minimum of seven (7) workers in season and a minimum of three (3) workers off season shall be on duty at the course, supervised by an on-duty superintendent. Regular hours will be established and maintained. The superintendent's hours shall normally be the same as those of his crew.

2. WEATHER IMPACT ON MAINTENANCE

When horticultural tasks are specified to be performed in a scheduled basis (as daily, every other day, etc.), the crew will not be expected to perform the task on the specified schedule if the performance of the task is precluded by weather conditions. The tasks shall be performed on the next available day which the weather conditions will not interfere with the reasonable performance of the task.

3. GREENS MAINTENANCE

(a) Mowing the Greens

(i) The greens shall be mowed at least five days per week (Saturday and Sunday required). Greens shall be cut at a length of 5/32" but may be adjusted, depending on the time of year

and the amount of play. A stemp meter reading of not less than seven feet is desired.

(ii) Grass clippings shall be properly disposed and at a minimum of 20 feet from all greens.

(iii) Basket devices for catching grass clippings shall be used on mowers each time a green is cut, except for the first mowing after the green has been top-dressed and two (2) days following application of granular fertilizer.

(iv) The mowing patterns shall be alternated each time a green is mowed.

(v) "Graining" or "thatch" in the greens shall be controlled as necessary by use of combs, brushes, or "verticut" attachments on greens mowers.

(b) Watering on Greens

(i) The crew shall water the greens as necessary to keep the grass in optimal growing condition.

(ii) Irrigation should produce greens that are wet evenly over the total green. Wet and dry spots are to be minimized by controller settings and by hand-watering as necessary.

(c) Top-Dressing of Greens

The crew shall top-dress each green after aeration in the spring and fall; using sand similar to that used for construction. Sand shall be applied at the rate of approximately one (1) yard of materials per green in each top-dressing process.

(d) Aeration of Greens

The crew shall aerate each green two (2) times each year, using a recognized greens aerator manufactured for that purpose.

(e) Vertical Mowing of Greens

(i) The greens shall be vertically mowed as necessary to control "graining" or "thatching".

(ii) The greens shall be vertically mowed on a 45-degree angle of difference each time they are vertically mowed to assure the most benefit from this process.

(f) Fertilizing Greens

(i) All greens shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth, health, and turgidity of the turf without allowing excessive or succulent growth.

(ii) The goal of the greens fertilization program is to provide the best possible putting surface, not to produce the maximum amount of growth.

(iii) Greens shall not be closed for fertilization, unless required by State law.

(g) Pest Control on Greens

(i) Pest control management of the greens is considered to be a constant on-going responsibility of the superintendent.

(ii) The greens shall be checked daily for fungus activity, insect infestations, or any other pest problem which will adversely affect the quality of the putting surface. The appropriate controls for these pests shall be applied as soon as necessary after their detection.

(iii) Develop an Integrated Pest Management Plan for Pest Control practices.

(iv) Horn Rapids Golf Course has had nation-wide recognition due to the fact that insecticides are never used to control pests on the property. The Audubon Society, through Washington State University, has used Horn Rapids as a proven testing ground to show that golf courses can exist without doing harm to the natural environment.

(h) Weed Control on Greens

All greens shall be maintained free of undesirable grasses and weeds. Preemergent herbicides shall be used as necessary to prevent intrusion into the greens of weeds difficult to eradicate such as goose grass, crabgrass, etc.

(i) Repair of Greens

Any damage done to the greens from any source which affects the putting surface shall be repaired immediately by the crew. All such areas shall be sodded or plugged from similar base material and same species of grass.

(j) Other Greens Requirements

(i) The crew shall repair ball marks on all greens on a daily basis.

(ii) The crew shall change the pin placement on the greens every day utilizing a systematic rotation.

(iii) Cup cutting shall be done daily during the busy season. During the winter months, cup cutting shall be done on an as-needed basis due to a lack of healing.

4. MAINTENANCE OF TEES AND APRONS

(a) Mowing of Tees and Aprons

(i) The crew shall mow all tee areas and aprons around the greens not less frequently than two times per week. Tees and aprons shall be cut at a maximum height of 5/8 inch, but may be adjusted for different types of grasses.

(ii) The crew shall not use mowing implements intended for mowing fairways for the mowing of tees or aprons.

(b) Watering of Tees and Aprons

Tees and aprons are to be watered as necessary to keep the grass in optimal growing condition. Hand-watering shall be used by the crew where necessary to augment the irrigation system.

(c) Aeration and Top-Dressing of Tees and Aprons

(i) The tees shall be aerated two (2) times per year or more as needed. They shall be top-dressed two (2) times per year using 1/4 yard of sand per square foot per application.

(ii) The aprons shall be aerated two (2) times per year. Plugs shall be chopped and returned to the apron surface.

(iii) A recognized greens aerator, manufactured for that purpose, shall be used for each area.

(d) Vertical Mowing of Tees and Aprons

Tees and aprons shall be vertically mowed as necessary to prevent thatching. They shall be mowed at different angles each time to assure the most benefit from the process.

(e) Fertilizing of Tees and Aprons

All tees and aprons shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth, health, and turgidity of the turf without allowing excessive or succulent growth.

(f) Pest Control of Tees and Aprons

The tees and aprons shall be checked daily for fungus activity and insect infestations or any other pest, gopher, or burrowing animal infestations which would interfere with the playing surface or the health of the turf grasses. The appropriate controls for these pests shall be put into force as soon as necessary after their discovery, utilizing Integrated Pest Management procedures.

(g) Weed Control on Tees and Aprons

Tees and aprons shall be kept weed-free to an extent of at least 90 percent of the area by the proper and timely application of preemergent and/or postemergent herbicides.

(h) Overseeding of Tees and Aprons

(i) The tees shall be overseeded in the Fall with perennial Rye at the rate of ten (10) pounds per 1,000 square feet. This process may be combined with the aeration/top-dressing process if the superintendent so desires.

(ii) All divots on tees are to be filled with seed/sand mixture weekly or as needed, using a seed mixture of Tifway 419 is used on the tee boxes.

(i) Setup

Tee markers and all tee equipment shall be moved daily for proper play and control of turf wear.

5. MAINTENANCE OF FAIRWAY/DRIVING RANGE

(a) Mowing of Fairways/Driving Range

(i) The fairways shall be mowed at a height of 5/8 inch. The mowing heights may be adjusted as needed to provide a difference in height between fairways and the rough.

(ii) The driving range shall be mowed one (1) time per week at a height of 1" or as needed.

(iii) Excess grass clippings shall be removed mechanically to prevent damage to existing grass.

(iv) During periods of rainy weather which interfere with the normal fairway mowing schedule, the crew shall be expected to use additional mowing resources to catch up on mowing requirements so as to prevent overlying long grass.

(b) Watering of Fairways/Driving Range

Fairways and the driving range are to be watered as necessary to keep the grass in optimal playing condition.

(c) Aeration of Fairways/Driving Range

The fairways and driving range shall be aerated at least one time per year and as needed, using an aerator with 5/8" diameter spoon and a minimum penetration depth of three (3) inches.

(d) Vertical Mowing of Fairways/Driving Range

Vertical mowing of fairways and the driving range is not required except in extraordinary circumstances for disease control or to reduce thatch of stoniferous weed grasses.

(e) Fertilization of Fairway/Driving Range

(i) All fairways/driving range shall be fertilized with nitrogen, phosphorous, potash or other elements as needed to maintain color, growth, health and turgidity of the turf without allowing excessive or succulent growth.

(ii) Fairways and the driving range are to be fertilized four (4) times per year.

(f) Pest Control on Fairways/Driving Range

(i) The fairways and the driving range shall be checked daily for any pest infestation, gophers, and other burrowing animals which will affect the playing surface of the ongoing health of the turf grass.

(ii) Any pest problem recognized as such shall be dealt with as soon as possible.

6. HAZARD MAINTENANCE

(a) Sand Maintenance

(i) All sand traps shall be edged as necessary to maintain an appropriate lip, raked daily, and filled with USGA trap sand of proper color as needed to maintain a minimum 3" depth on slopes and 5" depth in the bottom.

(ii) The sand shall be raked five (5) times per week Monday, Wednesday, Friday, Saturday and Sunday in each sand trap.

(iii) The sand traps shall be kept weed-free.

7. TREES, SHRUBS AND OTHER LANDSCAPING

(a) The superintendent will be responsible for the maintenance of all the landscaping at the course.

(b) All landscaped planter areas shall be kept weed-free.

(c) All trees and shrubs shall be pruned as necessary to provide ease of play on the course and to provide aesthetic value throughout. The crew shall replace trees damaged by wind, etc., and provide staking as necessary.

(d) Any pruning on larger trees that necessitates the use of the ladders and/or mechanical raising and lowering devices to carry a person about in order to prune, thin out dead wood or debris or unwanted growth is the responsibility of the crew.

(e) The crew shall irrigate all tree shrubs and other landscape plants as necessary to maintain them in the optimum condition for growth.

(f) All dead trees, for whatever cause, shall be removed as soon as reasonably possible. Replacement trees shall be planted as soon as reasonably possible with a tree of appropriate type and size.

(g) The maintenance of the landscaped slope separating the golf course from the adjacent housing shall be the responsibility of the homeowner by agreement with CGA or will otherwise be maintained by Licensee.

(h) The crew is to keep grass adjacent to trees mowed at the same frequency and to the same height as is applicable to the location of each tree (e.g., whether fairway or rough). Large area mowers shall not be used within one (1) foot of the trunk of any tree.

(i) All newly planted trees, existing specimen trees and other landscaping shall be fertilized a minimum of one (1) time each year to maintain color, growth and vigor.

8. ROUGH

(a) Mowing

All roughs shall be mowed weekly during the growing season, and as necessary during the balance of the year, at heights between 3/4" and 1 1/2". Rough height shall not exceed 2" without the direct approval of the regional superintendent, and rough mowing shall not be suspended for any tournament without such approval. Vegetation within and along drainage ditch slopes shall be mowed or weedeatered as required to maintain a suitable appearance.

(b) Aeration

(i) Fairway-to-tree-line play areas shall be aerated at least two (2) times per year.

(ii) Within wooded play areas, aeration shall be performed as necessary to establish and/or maintain turf.

(c) Fertilization

Roughs shall be fertilized as necessary to maintain turf.

(d) Weed Control

Shall be performed as necessary to prevent seed formation and to allow proper play.

9. WETLANDS

All areas that are designated wetlands shall be maintained in their natural condition. Exotic weed species such as tamarisk, pampas grass, grant reed, and castor bean shall be removed.

10. NON-HORTICULTURAL MAINTENANCE RELATED TO PLAY ON THE COURSE.

(a) Lessee shall be responsible for maintenance of all tee markers, cups, flags, ball washers, trap rakes, yardage signs, and benches on the course. Maintenance shall include repairing, painting, replacing, furnishing towels, and otherwise keeping these amenities in a good condition that is conducive to player enjoyment of and respect for the course.

(b) The cups on each green and the tee markers on each tee shall be relocated every day or as dictated by weather.

(c) The ball washers located around the course shall be serviced Monday, Wednesday, Friday, Saturday and Sunday. The towels for the ball washers shall be changed on the same schedule with clean towels furnished as needed.

(d) The superintendent shall have the responsibility to mark temporary hazards, out-of-bounds areas, and other course conditions as they occur or are required by tournament play. Definition of tournament requirements will be furnished by the starter staff in the Pro Shop at the clubhouse of the course.

(e) The crew shall pick up litter throughout the course on a daily basis. Litter receptacles are to be furnished by the Lessee and maintained by the Lessee.

(f) Vertebrate pest control shall be routinely performed throughout the property on an ongoing basis in such a manner that vertebrate pest populations are steadily reduced and eventually eliminated.

(g) A soil analysis shall be performed yearly by an approved professional laboratory.

(h) Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, or native vegetation), movement of soil

exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings shall only be undertaken with the direct approval of the City Manager or his designated representative.

11. GENERAL MAINTENANCE STATEMENT

These specifications indicate minimum practices necessary for the proper maintenance of any golf course. In no way do they limit the responsibility of the golf course superintendent for the professional care and maintenance of the property.

EXHIBIT C

CGA/RGA Personal Property & Assets

Description

1. Pro Shop Building
2. All inventory and fixtures in Pro Shop
3. All of CGA/RGA business records and point of sale system
4. All office equipment and supplies
5. All inventory and fixtures in Deli
6. Banquet Building
7. All inventory and all fixtures in Banquet Building
8. All inventory and fixtures in Cart Barn Building
9. Inventory and fixtures in Mirage Building
10. All inventory, equipment, small tools and fixtures in Maintenance Building
11. All inventory, fixtures and pump station in Pump Building
12. All outdoor amenities (furniture, water coolers, benches, ball cleaners, flower containers, etc.)

**FINAL AGREEMENT
(INCLUDING REDEMPTION OPTION)**

This Agreement is made and entered into effective the 3 day of MAY, 2005, by and between The City of Richland, Washington, "City", and Columbia Golf Associates, a Washington partnership, "CGA."

WHEREAS, the City and CGA previously entered into that certain "Commercial Licensing Agreement," dated August 25, 2003, under which the City licensed CGA to operate that certain facility commonly known as the Horn Rapids Golf Course (the "Golf Course"), in Richland, Benton County, Washington, pursuant to the terms and conditions set forth therein and under which CGA has since been operating the Golf Course to this date. The legal description of the Golf Course is set forth in Exhibit A hereto;

WHEREAS, the City is in possession and control of the Golf Course real estate in a trust capacity for the City's LID Guaranty Fund following a Local Improvement District ("LID") lien foreclosure proceeding conducted in the Benton County Superior Court and following which the City was the successful bidder at a resulting Sheriff's sale and received a Sheriff's Certificate of Sale dated the 29th day of March, 2004 from the Benton County Sheriff (the "Sheriff's Certificate"), which certificate remains subject to a redemption time period of two years from the sale date of the 26th day of March, 2004. The Sheriff's Certificate was issued as a result of that certain Benton County Superior Court Case captioned as "THE CITY OF RICHLAND WASHINGTON, a municipal corporation, as Plaintiff, vs. COLUMBIA GOLF ASSOCIATES, a Washington general partnership; COLUMBIA TRIANGLE VENTURES, L.P. a Washington limited partnership; and RICHLAND GOLF ASSOCIATES, a Washington general partnership, as the Defendants, Case Number 99-2-00895-0, Docket Number 04-224, and Judgment Docket Number 03-9-01618-0;

WHEREAS, CGA was the last owner of the Golf Course real property prior to foreclosure and holds redemption rights against the same following the Sheriff's sale;

WHEREAS, the City and Columbia Triangle Venture, L.P., a Washington limited partnership ("CTV") entered into that certain "Horn Rapids Development And Option Agreement" dated December 14, 1992, and as subsequently amended by the First Amendment dated March 15, 1993, and further amended by the Second Amendment dated October 12, 1993 (collectively "D&O Agreement");

WHEREAS, in connection with the D&O Agreement, a Deed of Trust was executed by the City in favor of CTV as beneficiary on September 20, 1995, and was recorded with the Benton County Auditor on September 26, 1995, under Auditor's Recording Number 95-21658 ("Deed of Trust"), as against certain development real estate adjoining or near the Golf Course, for the purpose of securing the City's performance and payment of its obligations owing and to become owing to CTV under the terms of the D&O Agreement, as amended;

WHEREAS, CGA is the current owner and holder of CTV's (a) rights, obligations and interests under the D&O Agreement and (b) beneficiary's interest under the Deed of Trust

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pursuant to the Benton County Sheriff's levy against and sale of the same to CGA pursuant to the terms of that certain Bill of Sale issued by the Benton County Sheriff to CGA and dated September 17, 2004, in Benton County Superior Court Case Number 99-2-00895-0 and Docket Number 04-1103 ("Bill of Sale");

WHEREAS, CGA is desirous of reacquiring ownership of the Golf Course real property, by either exercising its redemption rights or obtaining an assignment of the Sheriff's Certificate of Sale now held by the City, so that CGA may resume operation of the same in the capacity of legal owner of the Golf Course real property, as opposed to continuing under the current Commercial Licensing Agreement;

WHEREAS, the City is desirous of clearing title to that portion of its real property covered by the D&O Agreement, by removing the lien and any interest related to the D&O Agreement and receiving a release/full re-conveyance of the related Deed of Trust, so that the City may continue with the development of the burdened real estate free and clear of the obligations contained in the D&O Agreement and the lien represented by the Deed of Trust on the same;

WHEREAS, the City and CGA have negotiated over the potential redemption or exchange of the Golf Course real estate on the one hand from the City in trade for the D&O Agreement and related Deed of Trust on the other hand from CGA;

WHEREAS, the City has obtained appraisals from separate, qualified appraisers as to the relative fair market values of the Golf Course real estate as compared to the D&O Agreement and related Deed of Trust real estate;

WHEREAS, the City and CGA have received and reviewed the appraisers' reports and have determined that a trade or exchange can be fairly completed based on the comparative values, subject to the City equalizing the exchange values by including in this Agreement a cancellation of a real estate property tax reimbursement obligation owing from CGA to the City under the terms of the Commercial Licensing Agreement;

WHEREAS, the City believes that this exchange is in its best interests since it will serve to keep the ownership of the Golf Course in the private sector for long-term management and improvement, while simultaneously removing the burden of the D&O Agreement and the lien of the Deed of Trust from the neighboring real property which the City is intent on seeing developed for residential and related purposes; and

WHEREAS, the City and CGA have separately negotiated and agreed upon the realignment or correction of certain legal boundaries between the Golf Course real estate and certain adjoining real estate, which correction and realignment of boundaries is being conducted outside of this Agreement, but contemporaneously herewith.

NOW THEREFORE, in consideration of the above recitals and the mutual promises, agreements and covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. CANCELLATION OF COMMERCIAL LICENSING AGREEMENT. The parties agree that the Commercial Licensing Agreement, identified above, will be cancelled and terminated concurrent with Closing as provided in Section 6. In that regard, the City and CGA from and after Closing will mutually release each other, effective as of the date of Closing, and their respective related agencies, companies, principals, partners, agents, representatives, trustees, officers, employees, staff members, attorneys, insurance carriers, successors, assigns, estates and heirs, from any and all rights, claims, demands, defaults or damages (collectively "Liabilities") of any kind whatsoever, known or unknown, existing or arising in the future, resulting or in any way arising from the commitments, facts or circumstances that were the subject of or related to the said Commercial Licensing Agreement; **PROVIDED HOWEVER,** this release shall not apply to any claim or action based on a breach of this Agreement and any other documents created between the parties as a result of this Agreement, all of which are collectively hereinafter referred to as the "Related Documents".

2. ABANDONMENT AND RELEASE OF D&O AGREEMENT AND RECONVEYANCE OF DEED OF TRUST; CONTINUING COMMITMENTS. In consideration of the City's assignment or allowed redemption by CGA of the City's interest in the Golf Course real estate as provided in Section 3, as well as the offset or cancellation of CGA's real estate property tax reimbursement obligation to the City existing under the Commercial Licensing Agreement as provided in Section 4, CGA will release and confirm abandonment at Closing as to all of its rights, obligations and interests in the D&O Agreement (including, but not limited to, any purchase option rights contained therein) and reconvey the related Deed of Trust to the City in the City's trust relationship to the City's LID Guaranty Fund. Further, effective at Closing, CGA releases, waives and discharges any liabilities, claims, or obligations of any nature whatsoever, known or unknown, existing or arising in the future, relating to or in any way arising from the City's performance under the D&O Agreement, including but not limited to the release, waiver and discharge of any City obligation to pay any existing or future "Advances" as defined under the D&O Agreement.

In furtherance of this transaction, CGA stipulates that this Agreement, as of the Closing date, shall constitute an effective "Abandonment and Release Agreement", or other named document as mutually approved by the parties and Cascade Title Insurance Company, to be presented to Cascade Title Insurance Company, as to all of the rights, obligations and interests created in favor of CTV under the D&O Agreement. Insofar as Cascade Title Insurance Company has requested an agreement be recorded of record, CGA and the City agree at Closing to sign a separate, short form of Abandonment and Release Agreement, to have the form of the same approved by Cascade Title Insurance Company and to cooperate in the recording of the same. The use of a short form Abandonment and Release Agreement is simply to avoid the increased recording expense which would be associated with recording this longer form document. The Abandonment and Release Agreement is a "Related Document."

The City also agrees that, as of the Closing date, this Agreement and the referenced Abandonment and Release Agreement effectively release CGA, and its respective related companies, principals, partners, agents, representatives, trustees, officers, employees, staff members, attorneys, insurance carriers, successors, assigns, estates and heirs from any and all rights, liabilities or obligations of any nature whatsoever, known or unknown, existing or arising

in the future, created in favor of the City under either the said D&O Agreement or the related Deed of Trust,

Also in furtherance of this transaction, CGA agrees that at Closing it will execute a request for full reconveyance and cooperate in the recording by the trustee of a standard form Deed of Full Reconveyance of the Deed of Trust, contemporaneous with the execution of this Agreement, as also requested by Cascade Title Insurance Company. The Deed of Full Reconveyance is a "Related Document."

CGA represents and warrants to the City as of the date of this Agreement that CGA is still the owner and holder of CTV's interest under the D&O Agreement and related Deed of Trust and that no assignments, liens, mortgages, deeds of trust, judgments or other liabilities have attached to the same by or through CGA during the timeframe that CGA has held the same.

The City and CGA each understands that as a consequence of the Sheriff's levy upon and execution sale of all of CTV's rights under the D&O Agreement and the Sheriff's issuance of a bill of sale of said rights to CGA, CGA has acquired and succeeded to all of the past, current and future rights, obligations and interests of CTV under the D&O Agreement and the Deed of Trust, and that CGA is empowered to exercise, or to agree to modify or release, all such rights, obligations and interests in all respects. Notwithstanding the foregoing, however, the City and CGA understand and agree that to the extent that, following the execution sale and the sheriff's issuance and delivery to CGA of the Bill of Sale, CTV continued to hold any right or interest of any kind in and under the D&O Agreement, the City by entering in to this Agreement or taking any other action contemplated hereunder does not intend, and this Agreement shall not be construed, to terminate, modify, impair or affect any such right of CTV under the D&O Agreement, or to terminate the D&O Agreement as against any claim or right of CTV, in any respect. In particular, and without limiting the foregoing, the City does not intend, and this Agreement shall not be construed, to constitute any act of the City that would in any respect terminate the D&O Agreement with respect to CTV, or to trigger any City obligation to pay Advances to CTV under the D&O Agreement.

Further, the City and CGA each recognize that certain provisions, covenants and agreements affecting the continued uses of the properties covered in this Agreement should be set forth in separate documents as follows::

2.1 Golf Course Use. At Closing, the parties will record a covenant limiting the use of the Golf Course real property to golf course purposes ("Golf Declaration");

2.2 Irrigation Agreement. At Closing, the parties will execute an agreement for continuation without change, of the supply of and payment for irrigation water to or for the benefit of the Golf Course real property in a manner consistent in all respects with previous, existing contractual commitments, whether under the Irrigation System Supervision and Planning Agreement of July 29, 1993, the First Amendment to the D&O Agreement of March 15, 1993, including, but not limited to Section 3, thereof, or other previous agreements, or amendments to the same, relating to the subject of irrigation. The Golf Declaration and the Irrigation Agreement are "Related Documents."

3. SHERIFF'S CERTIFICATE OF SALE AND CGA'S OPTION TO REDEEM FROM, OR TAKE ASSIGNMENT OF, THE SAME. CGA shall have the option, in its sole discretion, to acquire title to the Golf Course by either (a) exercising CGA's redemption rights now existing following the Sheriff's sale, or (b) taking the City's interest under the Sheriff's Certificate by way of assignment from the City. Said option shall be exercised by CGA within fifteen (15) days of the execution date of this Agreement by written notice to the City's attorney by fax or e-mail.

In the event CGA elects to exercise its redemption rights, then the immediately following provision shall apply:

In consideration of CGA's assignment, transfer, termination and reconveyance, as applicable, of the identified D&O Agreement and related Deed of Trust as set forth above, the City, in its own right and in its trust capacity for the City's LID Guaranty Fund, hereby stipulates and agrees that CGA shall be considered to have redeemed the Golf Course real property that was the subject of the said Sheriff's sale and resulting Sheriff's Certificate. In this regard, the City agrees to sign such confirming document or affidavit (the "Redemption Stipulation") in favor of CGA as will be reasonably necessary to satisfy the said Sheriff, the Benton County Superior Court Clerk and the title company as to the City's agreement to CGA's exercise of its redemption rights in exchange for the D&O Agreement and related Deed of Trust proffered by CGA to the same extent and effectiveness as if the redemption was completed by an equivalent cash payment of such dollar amount as would otherwise be required to accomplish a redemption under the applicable statutes. The Redemption Stipulation may take the form of a deed in lieu of redemption or its equivalent. The Redemption Stipulation is a "Related Document."

In the event CGA elects instead to take an assignment of the Sheriff's Certificate from the City, then the immediately following provision shall apply:

In consideration of CGA's assignment, transfer, termination and reconveyance, as applicable, of the identified D&O Agreement and related Deed of Trust as set forth above, the City, in its own right and in its trust capacity for the City's LID Guaranty Fund, hereby fully transfers over and assigns to CGA all of the City's and LID Guaranty Fund's right, title and interest under the said Sheriff's Certificate. For the purpose of producing a document that is better suited for filing and recording purposes, the City further agrees to execute a short form of assignment (the "Assignment") of the Sheriff's Certificate in favor of CGA, contemporaneously with the execution of this Agreement. The City additionally agrees to cooperate in the filing and recording of the same. The Assignment is a "Related Document."

In either event, the City warrants to CGA that no assignments, liens, mortgages, deeds of trust, judgments or other liabilities have attached by or through the City to the real estate that is the subject of the Sheriff's Certificate during the timeframe that the City has held the Sheriff's Certificate on the same.

4. **ADJUSTMENT REQUIRED TO EQUALIZE FAIR MARKET VALUES.** After reviewing the appraisals secured by the City and evaluating the assumptions, conditions and limitations set forth therein by the respective appraisers, the City and CGA have concluded and agreed that the fair market value of the Golf Course real property which is the subject of the Sheriff's Certificate is approximately One Million Eight Hundred Thousand Dollars (\$1,800,000.00)

The City and CGA have concluded and agreed through a similar process that CTV's interest in the D&O Agreement and related Deed of Trust held now by CGA, has a fair market value of approximately Two Million Two Hundred and Twenty Thousand Dollars (\$2,220,000.00).

In order to better balance these relative fair market values for the purpose of facilitating and completing the exchange (including potentially CGA's redemption option) under this Agreement, the parties have agreed that the City will release and allow CGA to offset CGA's obligation under the Commercial Licensing Agreement, specifically Section 9 entitled "Property Taxes," to reimburse the City for certain real estate property taxes, and any associated interest and penalties, previously paid or to be paid by the City to the Benton County Treasurer's Office in the approximate combined amount of Two Hundred and Ten Thousand Dollars (\$210,000.00). In consideration of the offset of its tax reimbursement obligation, CGA waives and releases any dollar difference between the Golf Course and CTV's interest in the D&O Agreement and Deed of Trust still remaining in CGA's favor.

5. **COMPLETION OF BOUNDARY LINE ADJUSTMENT PROCESS.** The City and CGA shall complete the adjustment of certain legal boundaries between the Golf Course real estate and other, adjoining real estate owned or controlled by the City ("BLA"), as described in the Recitals. At Closing, the City and CGA will deposit into Escrow the deeds required to convey the respective portions of land being adjusted in the BLA. The parties shall submit joint

escrow instructions for the Escrow Agent to record the deeds promptly after the City approves the pending BLA application. The City and CGA shall share equally all remaining costs to complete and record the final BLA, not to exceed \$250-300.00 dollars

6. CLOSING; TITLE INSURANCE, CLOSING COSTS.

6.1 Closing. The transactions contemplated in this Agreement shall be closed on or before Aug 22 2005 ("Closing"), subject to satisfaction or waiver of all conditions to closing set forth in Section 6.2 below. Closing shall take place in the offices of Chicago Title Company located at 636 N. Colorado Street, Kennewick, Washington ("Escrow" or "Escrow Agent"). Prior to Closing, the parties shall sign and deposit in Escrow the following documents:

- 6.1.1 Abandonment and Release Agreement (signed and acknowledged by the City and CGA);
- 6.1.2 Irrigation Agreement (signed by the City and CGA);
- 6.1.3 Request for Full Reconveyance of Deed of Trust (signed by CGA);
- 6.1.4 Full Reconveyance of Deed of Trust (signed by Trustee)
- 6.1.5 Redemption Stipulation or Assignment of Sheriff's Certificate, as elected by CGA (signed by the City);
- 6.1.6 Deeds for BLA implementation (signed and acknowledged by the City and CGA, respectively);
- 6.1.7 Assignment of one-half of CGA's interest in the \$1,000,000 CTV judgment (signed by CGA);
- 6.1.8 Golf Declaration limiting use of the Golf Course real property to golf course purposes; and;
- 6.1.9 Such other documents as necessary and appropriate to complete the transactions contemplated hereby.

6.2 Conditions to Closing. Unless waived by the benefited party, the following shall be conditions to closing ("Closing Conditions"):

6.2.1 City Title Insurance. The City shall be able to obtain title insurance subject to only those exceptions and with such endorsements as determined by the City in its sole discretion.

6.2.2 CGA's Title Insurance. CGA shall be able to obtain title insurance on the Golf Course real property and the new BLA Golf Course description, subject to only those exceptions and with such endorsements as determined by CGA in its sole discretion.

6.2.3 Form of Documents. The parties shall have mutually approved the form of all the Related Documents.

6.2.4 No CTV Objection. CTV shall not have filed any claim, litigation or otherwise asserted any interest to the D&O Agreement or the Deed of Trust.

6.2.5 True Representations and Warranties. All representations and warranties of the parties, respectively, shall be true and accurate as of the date of closing.

If the above Closing Conditions have not been satisfied, or waived by the benefited party, by 5 p.m. on August 22, 2005, then either party may terminate this Agreement by delivering written notice to the other party prior to the date of Closing. Upon delivery of a termination notice, all documents shall be returned from Escrow to the parties, and the parties shall be restored to their original positions without any waiver or release of their legal positions or rights that existed prior to entering into this Agreement.

6.3 Title Insurance; Closing Costs. Each party shall be separately responsible for acquiring and paying for any title insurance which they may elect to obtain for their own benefit. Each party shall be responsible for the recording fees associated with any documents which are recorded for their particular benefit under the terms of this Agreement. As to real estate excise tax, if any is due on either transfer, the transferring party shall be responsible for payment of the same in the customary manner. The parties shall each pay one half of the costs of the Escrow.

7. DEFAULT AND ARBITRATION. In the event any party alleges any failure to agree, default or breach against the other arising out of this Agreement, or any of the Related Documents, and are unable to resolve the same by direct negotiation within fifteen (15) calendar days, then the arbitration provisions herein shall immediately apply. In the event of any such claims or disputes, the parties agree that they will submit said dispute to binding arbitration in one of the Tri-Cities, Washington, before a single arbitrator. The arbitrator shall be selected by mutual agreement by the parties. In the event the parties are unable to so agree, the said arbitrator shall be selected by the presiding Judge of the Benton County Superior Court upon petition by either party.

Any such arbitration proceeding shall proceed and be governed by the terms of RCW Chapter 7.04, as amended, or in such other manner as the parties may mutually agree by written stipulation. The parties stipulate that any resulting arbitration shall be scheduled such that the matter may be heard and decided within thirty (30) calendar days of a written demand for arbitration being submitted by one party to the other.

The arbitrator shall have the authority to make an award of reasonable attorneys' fees and expenses to the substantially prevailing party in any such arbitration proceeding and to similarly direct an award for the arbitrator's fees and charges incurred therein. In the event the arbitrator determines that neither party is the substantially prevailing party, then each party shall be responsible for their own attorney's fees and costs and each party shall pay one-half of the arbitrator's fees and charges.

8. **ATTORNEY'S FEES.** In case arbitration or litigation is instituted arising directly or indirectly out of this Agreement, the substantially prevailing party shall be entitled to an award of their reasonable attorney's fees and costs as determined by the arbitrator or the court, at hearing, trial or any appeal therefrom.

9. **ENTIRE AGREEMENT.** Except as stated otherwise herein, this Agreement is the only agreement between the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other party, or have been relied upon, and no consideration has been given or is offered, promised, expected or held out, other than as stated in this Agreement and the Related Documents. No conditions precedent to the effectiveness of this Agreement exist other than as may be expressly provided herein. Except as provided otherwise herein, all prior discussions and negotiations have been, and are, merged and integrated into, and are superseded by, this Agreement and the Related Documents.

10. **SCRUTINY.** This Agreement has been submitted to the scrutiny of all parties and their respective legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof without consideration or weight being given to its being drafted by or for one of the parties. If in fact one of the parties has not submitted this Agreement to the scrutiny of their legal counsel, such party stipulates that, despite having had the opportunity to do so, they waived the same and elected to proceed without the benefit of such legal review.

11. **APPLICABLE LAW.** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Washington. This Agreement shall be binding upon each of the parties and their respective successors and assigns, except as expressly provided to the contrary elsewhere herein.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect, unless the effect of the same would be to materially frustrate the purpose or benefit of either party or both parties in entering into this Agreement.

13. **WAIVER.** The delay or failure of either party to exercise any right, power or privilege hereunder, or its failure to strictly enforce any breach or default, shall not constitute a waiver with respect thereto, and no waiver of any such right, power, privilege, breach or default on any one occasion shall constitute a waiver thereof on any subsequent occasion unless clear and express written notice thereof is provided.

14. **COOPERATION.** All parties hereto agree to fully cooperate in all matters related to or arising out of this Agreement or the Related Documents.

15. **MODIFICATION.** This Agreement shall not be subject to modification except by written agreement signed by the parties.

16. **CAPTIONS.** All captions or subtitles used herein are intended solely for convenience of reference and shall in no way limit or broaden any of the provisions of this Agreement.

17. **ADDITIONAL REPRESENTATIONS AND WARRANTIES;
INDEMNIFICATION.**

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17.1 City's Additional Representations and Warranties. As a material inducement for CGA to enter into this Agreement, the City additionally represents and warrants as follows:

17.1.1 Power and Authority. That it is a municipality duly organized, validly existing and in good standing under the laws of the State of Washington; that it is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by City of City's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which City is a party or by which City is bound.

17.1.2 Authorization; Valid Obligation. That all actions required to be taken by or on behalf of City to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of City enforceable in accordance with its terms, except as the same may be affected by moratoriums or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

17.1.3 Executive Parties. That the persons executing this Agreement on behalf of City have full power and authority to bind the City to the terms hereof.

17.1.4 Validity of LID Foreclosure Process and Resulting Sheriff's Certificate. That the City appropriately conducted the LID foreclosure action referenced above in compliance with all legal requirements and that the resulting Sheriff's sale was appropriately obtained by the City in compliance with all legal requirements associated with the same.

17.2 CGA's Additional Representations and Warranties. As a material inducement to City to enter into this Agreement, CGA additionally represents and warrants as follows:

17.2.1 Power and Authority. That it is a partnership duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by CGA of CGA's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which CGA is a party or by which CGA is bound.

17.2.2 Authorization: Valid Obligation. That all actions required to be taken by or on behalf of CGA to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of CGA enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

17.2.3 Executing Parties. That the persons executing this Agreement on behalf of CGA have full power and authority to bind CGA to the terms hereof.

17.2.4 Validity of CGA's Execution Upon CTV's Beneficial Interest in the D&O Agreement and Related Deed of Trust. That CGA appropriately executed upon its existing monetary judgment in compliance with all legal requirements as against CTV's rights, obligations and interest in the D&O Agreement and related Deed of Trust and that CGA now lawfully holds all right, title and interest of CTV in the D&O Agreement and related Deed of Trust following the Benton County Sheriff's levy against and sale of the same to CGA pursuant to the terms of that certain Bill of Sale issued by the Benton County Sheriff to CGA and dated September 17, 2004, in Benton County Superior Court Case Number 99-2-00895-0 and Docket Number 04-1103.

17.3 Indemnifications. Each party shall indemnify and hold the other party harmless from any claims, damages or losses resulting from the inaccuracy of any representation or warranty set forth above. In satisfaction of any indemnification obligation in regard to any future claim by CTV, CGA at closing shall assign one-half of its remaining judgment (i.e., approximately \$1,000,000 remaining of which one-half assigned will be approximately \$500,000) against CTV under Case and Judgment number 99-2-00895-0.

18. BROKERS. Each party represents to the other party that they have not secured the services of any real estate broker or agent in regard to this Agreement and that neither party has engaged in any activity which could form the basis for a claim for any real estate commission, brokerage fee, finder's fee or other similar charge in connection with this Agreement.

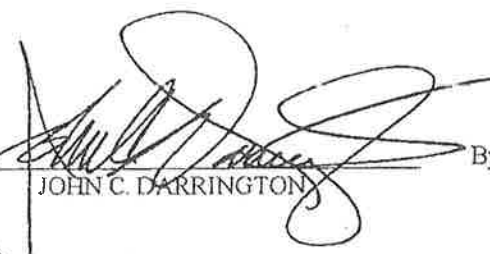
19. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation, or other entity not a signing party hereto, except as may be expressly provided herein to the contrary.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF RICHLAND, WASHINGTON COLUMBIA GOLF ASSOCIATES

By its Managing Partner,
RICHLAND GOLF ASSOCIATES,
a Washington General Partnership

By: 

JOHN C. DARRINGTON

By: 

ROBERT L. SOUSHEK, Manager

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City Manager

APPROVED AS TO FORM:

By: Thomas O. Lampson
THOMAS O. LAMPSON
City Attorney

ATTESTED BY:

By: Cynthia D. Johnson
CYNTHIA D. JOHNSON
Assistant City Manager

Exhibits:

Exhibit A - Legal Description of Golf Course Real Estate

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that JOHN DARRINGTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument, and acknowledged it as the CITY MANAGER, of the City of Richland, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 3 day of May, 2005.



Jackie L. Carpenter
NOTARY PUBLIC, State of Washington
residing at: Marshall
My Commission expires: 2-11-08

FINAL AGREEMENT - 12

12

SEA 1617776v1 25682-7
4.22.05

Deleted: 4.21.05

STATE OF WASHINGTON)
K. J. P.) ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that ROBERT L. SOUSHEK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument, and acknowledged it as the CITY MANAGER, of the City of Richland, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 22nd day of ^{April}~~February~~, 2005.

NOTARY PUBLIC
MAGGIE V. SAENZ
STATE OF WASHINGTON
My Commission Expires April 3, 2006

NOTARY PUBLIC, State of Washington
residing at: Black Diamond
My Commission expires: 4/3/06

Attachment 7

Wetlands Area - Crosswater Loop

Steve Lorence <stevelorence@hotmail.com>

Tue 4/2/2019 9:27 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: Brian Blair <foz1011@hotmail.com>; Carol Libby <cdcollins@charter.net>; gailwintczak@yahoo.com <gailwintczak@yahoo.com>; John and Andrea DeMyer <ajanji@aol.com>; Justin Swanson <justinrswanson@gmail.com>; Michele Stewart <michele@casastewart.com>; Rick Stewart <rick@casastewart.com>; O'Neill, Shane <soneill@CI.RICHLAND.WA.US>; Steve Gillespie <steve.gillespie@foster.com>; hunter_2006@msn.com <hunter_2006@msn.com>; Janelle Lorence <snackag@hotmail.com>; Jerry and Louise Peters <jlpet40@msn.com>; Larry Libby <lilibby@charter.net>

 1 attachments (1 MB)

<https://www.google.com/maps/@46.3212287,-119.pdf>;

Mike:

Sorry to bug you again. I know that the new Horn Rapids Golf course owner, Brad Rew has not filed any rezoning plans, but I wanted to provide you with some information regarding the property he plans on rezoning. I know you may have met with one of our neighbors, Carol Libby regarding this rezoning and she has provided you with some valuable information as to the impacts that may occur with his rezoning request.

I have attached a google satellite map that shows the location of the wetlands pond that is located behind our homes. The pond has been there for about 30 years and is home to many different wild life. We have the following types of animals and birds that frequent the the pond year round:

- Great Blue Herons
- White Egrets
- Many types of ducks, mallards
- Owls
- Hawk
- Merganser ducks
- Yellow headed blackbirds
- Frogs
- Muskrats
- Badgers
- Quayle
- Robins
- Morning doves
- Geese

Brad Rew had a meeting with some of us last week and informed us that one option he is considering is to fill in the pond and build townhomes on top of that property. He believes that he can do this now without any rezoning request to the city. We have a hard time accepting this from Brad and believe that he may have issues with doing this because it is a wetlands area. We would expect that the City of Richland would want to be sure that he is not violating any wetlands areas.

I just wanted to pass this along to you for your information and consideration.

Also, I know you will be contacting us if you get any rezoning requests from Brad, but is it possible to provide us with any timeline? I know he will be requesting to amend the City's Comprehensive Plan, but I heard that he may have missed the March 31st deadline to do that for 2019. Can you confirm that?

He also informed us that he is planning on requesting a rezoning of the PUD, but we understand that this may not be possible due to the designation by the city that the PUD is actually golf course property. Can you confirm that? I know I sent you the Commercial Licensing Agreement and the Final Agreement that may show that the PUD zoning is not accurate and the property in question is designated as golf course property.

If you would like, I can come to your office to discuss in person. If you prefer that, please call my cell at 851-3761.

Thanks for your attention to this Mike and I look forward to hearing from you.

Steve Lorence
2858 Crosswater Loop

↓



Total distance: 184.12 ft (56.12 m)

Attachment 8

Horn Rapids Golf Course/Crosswater Loop Neighbors Issue

Steve Lorence <stev lorence@hotmail.com>

Sun 4/14/2019 8:03 AM

To: creents@ci.richland.wa.us <creents@ci.richland.wa.us>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>

Cc: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; bharty@ci.richland.wa.us <bharty@ci.richland.wa.us>; Fulton, Toni <tfulton@ci.richland.wa.us>

Good Morning Cindy and Heather:

My name is Steve Lorence. I am the Chair of the City of Richland's Personnel Committee. I have served on the committee since 2017 and am proud of the support that I am able to give the city in this position. I have been involved with your Human Resources Department in improving the efficiency of your Police and Fire Departments hiring process. Most recently, I worked with you Heather on the termination appeal by your former employee Ivar Husa.

I am contacting the both of you to ask for help on an issue that the homeowners on Crosswater Loop in the Horn Rapids development are having. I have been asked by my neighbors to take the lead on this issue and represent them. We have hired an attorney from Foster Pepper to help us in this issue, but we are trying our best to resolve this without having a big legal fight.

The issue is that the new owner of the Horn Rapids Golf course, Brad Rew, is wanting to build townhouses on a portion of the golf course that is currently restricted to golf course operations only. We all purchased our golf course facing properties as homes with golf course views. Stew Stone, the developer of the Horn Rapids master plan has met with us and informed us that he developed our lots as golf course facing property and sold them to our builders as such. The county taxes us on our property at a higher rate because of this. Our lots at the time were selling for \$20,000 - \$25,000 more than non-golf course facing lots according to Stew Stone. The builders that purchased the lots from Stew Stone sold the new homes to us as golf course facing property. We have an HOA for Horn Rapids and in the current CC&R's we have additional restrictions on what we can do with our properties because the HOA considers our homes as golf course facing properties.

The property in question is a small parcel of the golf course that is zoned PUD. However, in 2005, Stew Stone worked with the previous golf course owner to change the boundaries of that parcel so Stew could develop our lots. Apparently, there was not enough property to build homes on the Crosswater area and Stew needed some additional land to make this work. At that time, according to Stew Stone, a deed restriction was put in place for this parcel and that the intent was that this parcel would never be developed and have homes placed on it.

I met with Mike Stevens, your Planning Department Director this past Friday to learn more about this and to see where the City is currently at with this issue. I do want to let you know that Mike was a complete professional and was very informative and helpful. I really appreciated him taking the time to educate me on this process.

Mike confirmed what Stew Stone has been telling us about the parcel being only available for golf course operations. He also said that Brad Rew has requested that the deed restrictions be lifted so he can pursue rezoning the parcel from PUD to R2 so he can build his town homes. Mike told us that he will be meeting with the both of you soon to determine how the City wants to proceed with the request to lift the deed restrictions. Mike said that the City Manager can make the decision on her own to lift the deed restrictions, or she can ask the full City Council to make that decision.

Mike and I discussed the status of a large pond that is on the parcel. I told Mike that we had contacted the WA Department of Fish and Wildlife and talked with their local official, Mike Ridder. The homeowners enjoy the pond and all the birds and wildlife that use the pond. Mr. Ridder told us that his department considers this a wetland and that development of the property is restricted. The pond has been there since the early 1990's. Mike Stevens indicated that he disagrees with Mike Ridder on the wetlands status due to it being man-made. Mike Ridder has told us that this does not matter, and they would consider it a wetland anyway. Mike Stevens told me that it may take the EPA to decide on this.

I told Mike Stevens that the homeowners want to see Brad Rew successful, but not at the expense of our property values and views. We all purchased our homes with the understanding that the golf course property behind us would remain golf course operations only. Mike asked me if we would be amenable to a compromise. I told him that I am sure we would. Mike then had a wonderful suggestion in my mind. His suggestion is to split the parcel just above the current waterfall and pond area and leave the deed restriction for golf course operations only in place on this part of the parcel. Then the part of the parcel just above that would have the deed restriction lifted and would allow Brad Rew to request the rezoning from PUD to R2. This would allow Brad to build a large number of town homes in that area, but the homeowners would maintain our golf course views and the pond would not be impacted and allowed to continue for the benefit of the wildlife and our enjoyment. Mike also suggested that Brad Rew be allowed to build hotel rooms on the top of his new clubhouse that he is proposing. Apparently Brad Rew at one time discussed have hotel rooms as part of his changes.

I have a meeting this coming Friday with the homeowners on Crosswater Loop to fill them in on my meeting with Mike Stevens and present the compromise that Mike has proposed. I believe they will agree with this. In the meantime, I ask that you put off any decision on lifting the deed restrictions until I get the agreement of my neighbors. I would be available to meet with the both of you to discuss in more detail.

Thank you for taking the time to listen to me on this issue. If you want to contact me, please call my cell at 851-3761 or email me back at: stevelorence@hotmail.com.

Sincerely,

Steve Lorence
2858 Crosswater Loop
851-3761

Attachment 9

Re: Any Update?

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 4/19/2019 8:29 AM

To: Steve Lorence <stev lorence@hotmail.com>

Yes, I talked to him about it and he indicated that he would need to get with his architect and engineer to see how many homes that would be lost, if any.

Mike Stevens
Planning Manager

On Apr 19, 2019, at 8:17 AM, Steve Lorence
<stev lorence@hotmail.com<mailto:stev lorence@hotmail.com>> wrote:

Thanks Mike. We have not heard from Brad. I will let you know if we do discuss a compromise with him. I still like your idea about splitting the PUD and lifting the deed restriction on part of it so he can build and not lifting it on the part around the pond. Hopefully Brad will see this is a good deal for him. Did you happen to share your idea with him and if so, what was his reaction?

Have a great weekend Mike.

Steve

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US<mailto:mstevens@CI.RICHLAND.WA.US>>
Sent: Friday, April 19, 2019 8:14 AM
To: Steve Lorence
Subject: Re: Any Update?

That was not discussed. I think it will depend on the negotiations.

Mike Stevens
Planning Manager

On Apr 19, 2019, at 8:07 AM, Steve Lorence
<stev lorence@hotmail.com<mailto:stev lorence@hotmail.com><mailto:stev lorence@hotmail.com>>
wrote:

Thanks Mike. I appreciate the update. Just wondering if the decision on who will make the decision on the deed restriction has been discussed yet? Should I contact the City Manager?

Steve

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US<mailto:mstevens@CI.RICHLAND.WA.US>
<mailto:mstevens@CI.RICHLAND.WA.US>>
Sent: Friday, April 19, 2019 8:03 AM
To: Steve Lorence

Subject: RE: Any Update?

Hi Steve:

We met with council the other night and briefed them on the situation. While they could not provide any formal direction, it was pretty clear from their comments that they expect Brad to work with all of you to come up with a compromise. Brad was also in attendance and in speaking with him after, he indicated that would be the direction he will go. I would expect to hear from him in the near future regarding some negotiation and compromise. I "think" that he was first going to work with his architect/designer to try and create a few options to present, but I could be wrong.

Thanks,

Mike Stevens, Planning Manager

City of Richland Development Services Dept.

505 Swift Blvd. MS#35

Richland, WA 99352

(509)942-7596

[https://nam04.safelinks.protection.outlook.com/?](https://nam04.safelinks.protection.outlook.com/?url=www.ci.richland.wa.us%2F&data=02%7C01%7C%7C554eb2abb621456bd37b08d6c4dbc103%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C636912845440900447&sdata=E4Ucfsu%2FDu%2F4uNyHlsyMNbvz2744tOXdKUyQ4akmA6s%3D&reserved=0)

<url=www.ci.richland.wa.us%2F&data=02%7C01%7C%7C554eb2abb621456bd37b08d6c4dbc103%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C636912845440900447&sdata=E4Ucfsu%2FDu%2F4uNyHlsyMNbvz2744tOXdKUyQ4akmA6s%3D&reserved=0>

This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.

-----Original Message-----

From: Steve Lorence [<mailto:stevelorence@hotmail.com>]

Sent: Thursday, April 18, 2019 6:22 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US<<mailto:mstevens@CI.RICHLAND.WA.US>>

<<mailto:mstevens@CI.RICHLAND.WA.US>>>

Subject: Any Update?

Hi Mike:

The Crosswater Loop neighbors are meeting tomorrow and I would like to share any updates on the deed restrictions issue and potential for a compromise if you have any information. How did the briefing with the City Council go on Tuesday evening? Has the city manager and city attorney decided what course of action they will take?

Thanks for any information I can share.

Steve Lorence

2858 Crosswater Loop

Attachment 10

Horn Rapids Golf Course/Crosswater Loop Compromise

Steve Lorence <stevelorence@hotmail.com>

Mon 4/22/2019 9:13 PM

To: creents@ci.richland.wa.us <creents@ci.richland.wa.us>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: bharty@ci.richland.wa.us <bharty@ci.richland.wa.us>; Fulton, Toni <tfulton@ci.richland.wa.us>; Follett, Lynne <lfollett@CI.RICHLAND.WA.US>

To: Cindy Reents, Heather Kintzley and Mike Stevens:

We know that the City Council was provided an update last Tuesday with regards to the issue with the Horn Rapids golf course development of town homes. As a representative of the homeowners, I want to provide you an update as to what the Crosswater Loop homeowners are proposing as a compromise. In my meeting with Mike Stevens a couple of weeks ago, I mentioned that we would be meeting to discuss the compromise suggested by Mr. Stevens and would let all of you know what the homeowners would like to see happen.

On Friday, April 19, 2019, the following homeowners met to discuss a potential compromise with Brad Rew, new owner of the Horn Rapids Golf Course, with regards to his proposal to build town homes on the current PUD designated property now under a deed restriction allowing only golf course operations on the property:

- Larry and Carol Libby, 2840 Crosswater Loop
- Jerry Peters, 2846 Crosswater Loop
- Gail Wintczak, 2852 Crosswater Loop
- Steve and Janal Lorence, 2858 Crosswater Loop
- Jeffrey and Sandy Hunter, 2864 Crosswater Loop
- Michele Stewart, 2870 Crosswater Loop
- Anne Swanson, 2876 Crosswater Loop
- John and Andrea DeMyer, 2900 Crosswater Loop

All of the homeowners in attendance expressed the desire to see the golf course upgraded and revitalized, acknowledging that golfers, non-golfers and the City of Richland alike will benefit from the improvements. However, because of the impact the new town home development will have on our properties and views, we would like to propose the following:

- Recommend to the City of Richland that they pursue the compromise suggested by Mike Stevens, Planning Director. This suggestion had the PUD split by drawing a line across the PUD just NW of the waterfall feature. The property below that line would continue to have the deed restriction in place and no town homes would be built. The property above the line would have the deed restriction lifted and allow the golf course owner to pursue rezoning the PUD to R2, so he can build the town homes.
- The portion of the PUD that will continue to have the deed restriction in place would also have a permanent view covenant over the property, stating that it will remain undeveloped. This should ensure that this doesn't happen again in the future.
- We propose that the golf course owner repair the waterfall as currently required by the Commercial Licensing Agreement and the Final Agreement. Some of the homeowners above

would be willing to assist with the cost of repairs, and would also be agreeable to paying for the electricity to run the waterfall pump.

- We propose that the golf course owner leave the existing pond and have his landscaping crew maintain the landscape around the pond. The homeowners would be willing to assist in maintaining the landscaping also. We know Mike Stevens does not agree with the WA Fish and Wildlife Division that the pond is considered a wetland. We are represented by the law firm of Foster Pepper and our attorney has provided us with information that the impacts to the pond and associated habitat must be examined, and possibly protected, under SEPA. Our attorney advises that the SEPA review examines both the natural and built environments, and the pond is now part of the background conditions that must be studied prior to new development. If the new golf course owner agrees with leaving the pond intact as required by the Commercial Licensing Agreement and the Final Agreement, then we may not need SEPA to be involved and he can begin his development sooner.
- Since the golf course owner has indicated he will be removing the metal building currently used for private golf carts, we propose a green space, improving the appearance of that location. The homeowners believe this will be a benefit to the residents of the new development as well, making it more attractive for all.

Mr. Rew met with Larry and Carol Libby tonight to review the above compromise. According to the discussion they had tonight, Mr. Rew told the Libby's that he was encouraged by this compromise and generally agrees. He told them he would like to keep the pond and possibly extend the stream feeding the pond to another pond that he plans to build on the property. The compromise would also allow him to begin construction on his town homes sooner rather than later which assists him in his plans to improve the golf course.

All of us believe that the compromise above is reasonable and will provide Mr. Rew and the Crosswater Loop homeowners with a wonderful solution. As stated above, we want the golf course to succeed and that benefits the homeowners, the golf course and the City of Richland.

Thanks for taking the time to review this compromise solution and I am available to meet any time and discuss in more detail. My cell phone is 851-3761.

Steve Lorence

Attachment 11

Crosswater Loop/Brad Rew Compromise Update

Steve Lorence <stevelorence@hotmail.com>

Wed 5/8/2019 7:17 AM

To: creents@ci.richland.wa.us <creents@ci.richland.wa.us>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

To: Cindy Reents, Mike Stevens and Heather Kintzley:

Good morning. Here is an update after our meeting with Brad and Thera Rew on Monday.

The Crosswater Loop neighbors met with Brad and his wife, Thera, and discussed the compromise I had forwarded to you. I had sent this to Brad in advance so he had time to review. Thera told us that she had met with Mike Stevens and discussed the compromise. Brad and Thera told us that they did not believe the compromise would work for them since it took up too much of the property. We suggested that we go and look at the property and after they saw what our concerns were, they said they might be able to work with this. They agreed to keep the pond and move the waterfall more to the corner where the current golf cart barn is. We told them that would be fine and allow for the pond to continue as is. They understand our concern for a large buffer between us and the new town homes so our current golf course views remain.

There was some discussion about the entrance road to the townhouses. Where they want to put the entrance seems to us neighbors as a safety issue. We suggested to them that they move the entrance further down towards the exiting parking lot where there is already an entrance off of River Valley Drive. Where they want to put the entrance would create potential traffic accidents in our opinion. Thera indicated that she had a discussion with Mike Stevens and he suggested she move the entrance more towards the parking lot area. She said she discussed this also with the traffic department and they felt her plan was fine. If the entrance is not changed in her plan, this may be an issue for us. We see it as a public safety issue and would like the city traffic department to reconsider.

Brad agreed that if we do carve out part of the existing PUD and not lift the deed restriction on that part, he would agree to put in the permanent view covenant over the property, stating that it will remain undeveloped as we asked below. He saw no issue with that.

We agreed that the next step was for the Rew's to work with their design team and come up with a design incorporating our compromise on the PUD below. As soon as this design is done, Brad said he will forward to us so we can review and provide him with input.

I am assuming that the City will do nothing with the lifting of the deed restriction until the Crosswater neighbors and the Rews can come to an agreement. Is that correct? We would like to get some assurances from the city on this. Once we get everything agreed to in writing, then you can follow your process. OK?

Also, the Horn Rapids Home Owners Association's Board of Directors met last night. They wanted an update on this issue and I provided them with the compromise and the results of the meeting with the Rews. They indicated that they will be passing a resolution soon and forwarding it to the City of Richland that gives their support for the compromise. Stew Stone is working on the resolution and you should see it soon. They agreed that the Crosswater property was developed and sold as golf course view property and that is why the deed restriction was put in place. Stew Stone stated that he was personally involved with this at the time. He was the developer who developed the Crosswater lots and

sold them to the builders as golf course facing property. The builders sold the homes to us as golf course facing property and we are taxed at a higher rate due to this.

As soon as we get the new design plans and review them, I will let you know if we can come to a compromise with the Rews. I sure hope so. We want them to be successful with the golf course operations, but not at the expense of us.

Cindy, since you had previously updated the City Council members on this issue, would you please provide them with this update? We don't want to bother them with a lot of emails.

Thanks and call me at 851-3761 if you have any questions or need clarification.

Steve Lorence
2858 Crosswater Loop

From: Steve Lorence <stev lorence@hotmail.com>
Sent: Wednesday, April 24, 2019 9:53 PM
To: creents@ci.richland.wa.us; Kintzley, Heather; Stevens, Mike
Subject: Fw: Suggested Compromise

To: Cindy Reents, Mike Stevens and Heather Kintzley:

Just to keep you in the loop, I contacted Brad Rew again today and provided him with the email below for a compromise. We are meeting with him on Monday, May 6th to discuss the items below. Hopefully we can work this out.

I will let you know what comes of the meeting. If you have any questions, please call me at 851-3761.

Steve Lorence
2858 Crosswater Loop

From: Steve Lorence <stev lorence@hotmail.com>
Sent: Wednesday, April 24, 2019 9:35 PM
To: Brad Rew
Subject: Suggested Compromise

Brad:

As I mentioned in my text message to you earlier today, here is the information that the homeowners on Crosswater Loop wanted to share with you prior to our meeting on May 6th.

The impacted homeowners on Crosswater Loop met the other day to discuss a potential compromise with you in with regards to your proposal to build town homes on the current PUD designated property now under a deed restriction allowing only golf course operations on the property.

All of the homeowners in attendance expressed the desire to see the golf course upgraded and revitalized, acknowledging that golfers, non-golfers and the City of Richland alike will benefit from the

improvements. However, because of the impact the new town home development will have on our properties and views, we would like to propose the following:

- Recommend to the City of Richland that they pursue the compromise suggested by Mike Stevens, Planning Director. This suggestion had the PUD split by drawing a line across the PUD just NW of the waterfall feature. The property below that line would continue to have the deed restriction in place and no town homes would be built. The property above the line would have the deed restriction lifted and allow you to pursue rezoning the PUD to R2, so you can build the town homes.
- The portion of the PUD that will continue to have the deed restriction in place would also have a permanent view covenant over the property, stating that it will remain undeveloped. This should ensure that this doesn't happen again in the future.
- We would also like you to repair the waterfall as currently required by the Commercial Licensing Agreement and the Final Agreement. Some of us homeowners would be willing to assist with the cost of repairs, and would also be agreeable to paying for the electricity to run the waterfall pump.
- We propose that you leave the existing pond and have your landscaping crew maintain the landscape around the pond. Many of the homeowners would be willing to assist in maintaining the landscaping also. We believe that the impacts to the pond and associated habitat must be examined, and possibly protected, under SEPA. We understand that the SEPA review examines both the natural and built environments, and the pond is now part of the background conditions that must be studied prior to new development. If you agree with leaving the pond intact as required by the Commercial Licensing Agreement and the Final Agreement, then we may not need SEPA to be involved and you can begin your development sooner. As you can see, the pond is a big deal for us homeowners. This is why many of us purchased our homes. The wildlife that the pond supports is very important to us.
- Since you have indicated you will be removing the metal building currently used for private golf carts in the future, we propose, when that happens, that a green space be created in the area that will improve the appearance of that location. The homeowners believe this will be a benefit to the residents of your new development as well, making it more attractive for all.
- The homeowners will support your amendments to the City of Richland's Comprehensive Plan to convert the current golf course parking lot and RV parking lot to R2 so you can build townhomes in this parcel.

We look forward to meeting with you and your wife to discuss the above and we are hopeful we can work this out. Thanks for considering our perspective on this issue.

Steve Lorence

Attachment 12

Re: Any Updates?

Steve Lorence <stevelorence@hotmail.com>

Fri 7/19/2019 3:49 PM

To: Brad Rew <brad@galerew.com>

Hi again Brad. I am checking in to see if you have anything to share with us.

Thanks.

Steve

> On Jul 10, 2019, at 4:18 PM, Steve Lorence <stevelorence@hotmail.com> wrote:

>

> Good afternoon Brad:

>

> It's been 2 months since you and Thera met with the Crosswater Loop neighbors on the proposed compromise that Mike Stevens had suggested. You and Thera promised to work with your team and send us a potential redesign. We are all wondering how this is going and if you have a potential date that we can expect to see the proposal.

>

> Please let me know and I will share the information with the neighbors.

>

> Thanks.

>

> Steve Lorence

> 851-3761

Attachment 13

Fw: PUD Updates

Steve Lorence <stevelorence@hotmail.com>

Sat 8/24/2019 8:49 AM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Cc: Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; Reents, Cindy <creents@ci.richland.wa.us>

 1 attachments (918 KB)

Schematic Site Plan (2019-07-08).pdf;

Mike:

I finally received my records request information from the City of Richland yesterday with the email from Thera Rew to you with their plans for the townhomes. I do want to let you know that the plans do not represent what the Crosswater neighbors discussed with Brad and Thera when we met with them in May. We asked that they move the road entrance and not impact the existing pond. We also asked that they consider your proposal to divide the property into two parcels and leave the deed restriction in place on the parcel behind our homes. I don't see that their plans incorporate what we discussed with them.

I saw in one of the requested emails that Thera has asked Craig Walker of Walker Heye Meehan & Eisinger, PLLC - Attorneys to work on the deed restriction. Can you give me an update on where that request to lift the deed restriction currently is? As you know, the Crosswater neighbors are in support of your compromise and want to ensure that the deed restriction is not lifted without our input.

Thanks Mike.

Steve Lorence
2858 Crosswater Loop

From: thera@galerew.com <thera@galerew.com>

Sent: Monday, July 22, 2019 3:15 PM

To: Mike Stevens <mstevens@CI.RICHLAND.WA.US>

Subject: PUD Updates

Mike,

Sorry for the lack of clarification on the last email. I know we have sat down and talked about the PUD layout in the past. But I wanted to make sure you understood that this one includes the changes we had previously discussed. This is not the original plan I brought you a few months ago.

These changes include the requests of crosswater residents. Please let me know if you have any additional thoughts.

Thanks
Thera Rew

Hi Mike,

Just curious when the Council is voting on the comprehensive plan changes? Do you know when the vote will be or if it was already voted on?

Also, I have attached our layout of the PUD we are requesting. Please let me know if you see any red flags that I need to address, or if it looks good.

Thanks for you help getting to this point. If there is any other information I need to know please pass along.

Thera Rew

Gale Rew Construction

1616 Terminal Dr.

office: 509-943-5171

cell: 509-528-6092

fax: 509-943-5172

Attachment 14

Fw: [FWD: Message from KMBT_363]

Steve Lorence <stevelorence@hotmail.com>

Thu 9/5/2019 7:47 PM

To: Brad Rew <brad@galerew.com>

Bcc: anne swanson <annieswany@gmail.com>; Carol Libby <cdcollins@charter.net>; gailwintczak@yahoo.com <gailwintczak@yahoo.com>; John and Andrea DeMyer <ajanjj@aol.com>; Justin Swanson <justinrswanson@gmail.com>; Michele Stewart <michele@casastewart.com>; Rick Stewart <rick@casastewart.com>; hunter_2006@msn.com <hunter_2006@msn.com>; Janelle Lorence <snackag@hotmail.com>; Jerry and Louise Peters <jlp40@msn.com>; Larry Libby <lilbby@charter.net>; Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; Steve Gillespie <steve.gillespie@foster.com>

 1 attachments (630 KB)

SKMBT_36319090511220.pdf;

Thanks Brad. I can tell you now that this design will be unacceptable to the Crosswater Loop neighbors. It does not take into consideration anything that we talked to you and your wife about when we met with you two back in May. The compromise that Mike Stevens recommended is not included. The entrance road right behind our homes and the elimination of the exiting pond is something we told you is not acceptable. You and Thera told us that you would not have these in the design.

The Crosswater Loop neighbors will be meeting to discuss this and will be in contact with you to discuss changes that will be acceptable to us.

Steve Lorence

From: brad@galerew.com <brad@galerew.com>**Sent:** Thursday, September 5, 2019 11:27 AM**To:** stevelorence@hotmail.com <stevelorence@hotmail.com>**Subject:** [FWD: Message from KMBT_363]

Hey Steve,

Here is our first draft layout. We will not be doing any editing until we know if City Council approves us to take the next steps.

Thanks,

Bradley H. Rew Sr.

President / Owner

Gale Rew Construction, Inc.

Office (509) 943-5171

Fax (509) 943-5172

Cell (509) 528-4699

<http://issuu.com/tri-citybuildersshowcase/docs/showcase-issue6-web/1>

----- Original Message -----

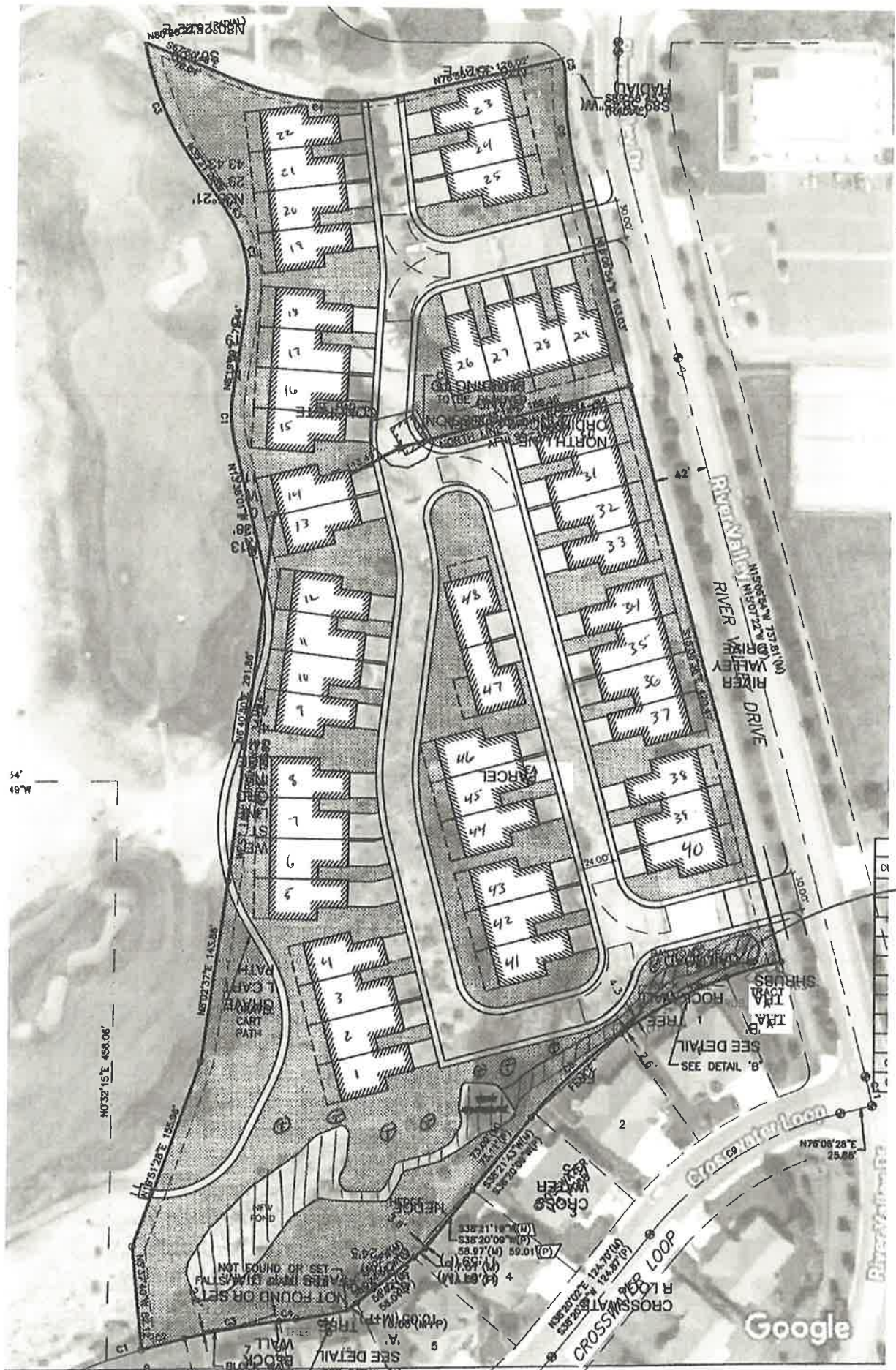
Subject: Message from KMBT_363

From: bizhubgalerev@gmail.com

Date: Thu, September 05, 2019 11:22 am

To: brad@galerev.com





New
water fall
to stream
And.

Attachment 15

Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Steve Lorence <stevelorence@hotmail.com>

Sun 9/8/2019 1:51 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; rlukson@ci.richland.wa.us <rlukson@ci.richland.wa.us>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>; planningcommission@ci.richland.wa.us <planningcommission@ci.richland.wa.us>

 1 attachments (894 KB)

Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf;

Good Afternoon Brad and Thera:

Thank you for providing your design for the property adjacent to the Crosswater Loop neighbors. We know that you said this is preliminary based on the decisions that the City of Richland will be making in the future regarding the Horn Rapids golf course. However, the Crosswater Loop neighbors are concerned that you have not listened to our concerns since this preliminary design does not reflect the issues that we discussed at our May 6th meeting.

At our May 6th meeting, we told you that we are aligned with your vision to have a successful Horn Rapids golf course. We want you two to be successful but not at the expense of us and our property values. We all bought our properties as golf course view property. We paid a premium to have our views. Stu Stone developed our lots as golf course facing property and the builders sold the homes as golf course facing homes.

The design that you provided does not reflect the compromise that Mr. Mike Stevens, City of Richland's Planning Manager has proposed to all of us. When we talked on May 6th, we discussed the following:

- We did not want an entrance road right behind our property and you both agreed that the design would not contain this.
- We told you that we want the existing pond left in place.
- We told you that the existing large cottonwood tree be left in place.
- We showed you where the compromise that Mike Stevens recommended would allow townhomes to be built but would maintain an acceptable buffer.

The design you provided does not include the above.

The Crosswater Loop neighbors have reviewed your design and we have the following changes that we would like to see:

- Remove the entrance road that is behind our properties. Our research indicates that a second entrance is not needed, and one entrance is allowable.
- Leave the existing pond in place. We do want you to abide by the Commercial Licensing Agreement for the golf course where it is a requirement that you maintain the pond. We appreciate that you plan on putting in a new waterfall that can be used to feed the pond.

This should solve the broken waterline issue that has plagued the pond for the last couple of years.

- Leave the existing large cottonwood tree.
- Remove from your plans townhomes # 1, 2, 3, 4, 41 & 42. These homes are below the compromise line that Mike Stevens has proposed and are too close to our homes. This leaves you with 42 of your original 48 townhomes. We also believe that you might be able to capture a few of these by redesigning the other lots. For example, you might be able to fit a townhome between 43 & 44.
- The new pond you are proposing is not needed if you leave the existing pond in place. This should reduce your development costs.

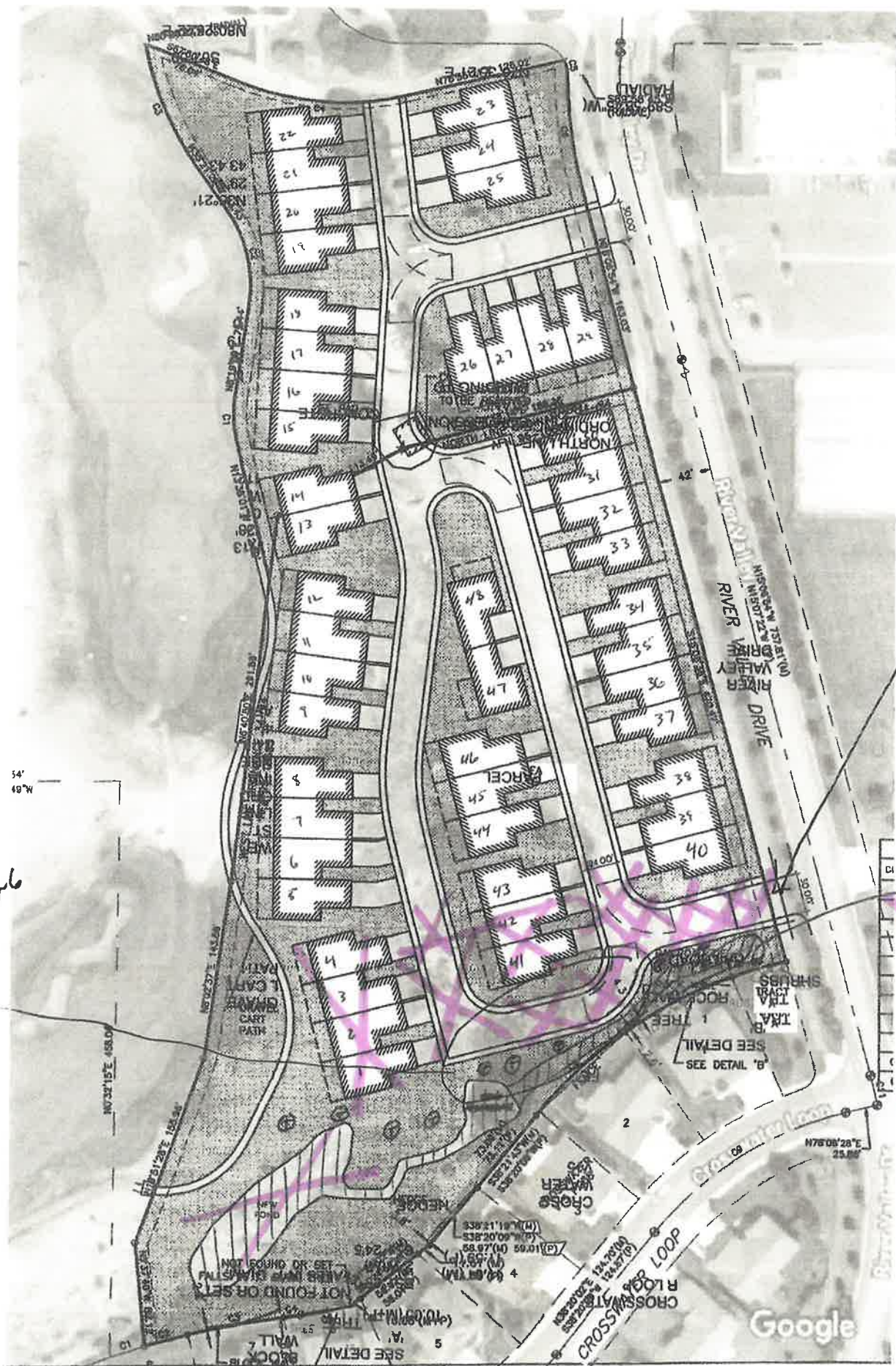
We do appreciate you placing a line of trees between our properties and the townhomes. We would like to see these as some type of evergreen tree that will provide a visual barrier year-round.

Also, we do not want to lose track of our discussion of having the City of Richland place a permanent deed restriction on the property that would prevent any future development on the property that does not contain the townhomes. As we discussed, by having this permanent deed restriction in place, that will prevent us having to deal with this issue in the future. You told us that you would be supportive of this permanent deed restriction at our May 6th meeting. We informed Mike Stevens of this and he assured the Crosswater Loop neighbors that this was possible.

We have attached a marked-up copy of your preliminary design with the above changes for your consideration.

We look forward to continuing to work with you on a compromise that will make the golf course successful while keeping our views and property values in place.

Steve Lorence
2858 Crosswater Loop



ELIMINATE
THIS
ENTRANCE

New water level to stream bed -

OK BUT
NEW WAST
FILL GOIN
TO EXIST,
POND

LEAVE EXISTING
POND
&
LARGE COTTONWOOD
TREE

Google

Attachment 16

RE: FYI

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 9/13/2019 3:19 PM

To: Steve Lorence <stev lorence@hotmail.com>

Yes, that is correct. The deed restriction does not prohibit the land use designation from being changed (from DOS to MDR), but would prohibit actual development.

Thank you,



Mike Stevens, Planning Manager
 City of Richland Development Services Dept.
 625 Swift Blvd. MS#35
 Richland, WA 99352
 (509)942-7596
www.ci.richland.wa.us/

****This e-mail and your response are considered a public record and will be subject to disclosure under Washington's Public Records Act.****

From: Steve Lorence [mailto:stev lorence@hotmail.com]

Sent: Friday, September 13, 2019 3:14 PM

To: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Subject: Fwd: FYI

Mike:

One of the neighbors found this. I am assuming that your previous stand that the deed restriction does not allow the Rews to develop the property behind our homes is still the city's position. Is that correct?

Thanks.

Steve Lorence

Begin forwarded message:

From: Carol Libby <cdcollins@charter.net>

Date: September 13, 2019 at 2:56:50 PM PDT

To: "stev lorence@hotmail.com" <stev lorence@hotmail.com>

Subject: FYI

Steve: I found that I took a picture of Brad's proposed amendment that went to the Planning Commission or maybe the City Council. If you look at the yellow arrow section.....I really think they are going to use this as a way around the Deed Restriction. I might have already sent it to you, if so just disregard. Anyway just wanted you to have this for your files.
 Carol

5:35 PM Fri Jun 21

ci.richland.wa.us

mostly single-family homes. This will allow a for people of all income and age groups to utilize Many of Horn Rapids residents work out at the townhouses will entice and give additional home workers.

- c. Another goal this amendment furthers is
 - i. "HE GOAL 2: Improve affordable hous lower-income individuals, households buyers."
- d. Living out in Horn Rapids, close to the Hanf expensive. Allowing this amendment would bri for first time homeowners to live in a much desir
- e. We acknowledge that the City has a "Decla

Covenant for Golf Course Use" (the "Declaration to breach this agreement. When reading the Declaration, "The parties to this covenant acknowledged that the Golf Course Property is zoned as developed and, if rezoned, the Golf Course Property is a legal, non-conforming use under the zoning scheme."

We believe that this language allows us to make a designation without breaching this Declaration.

- f. We want Horn Rapids golf course to be an Asset and want to develop features around it and to enhance

would hopefully attract more patrons as well as patrons to Rapids and to Richland. We believe that a designation change on approximately 2 acres of the Declaration, since this golf course infrastructure is unchanged or enhanced. (ie. The 18 holes of the golf course are unchanged, but the cart barn will be moved and a parking lot for golf patrons will be moved/enhanced)

7. No applicable

8. Do not believe necessary.

9. No applicable.

10. Attached Maps/Documents

- a. Exhibit B-land use designation
- b. Exhibit C-land use designation request
- c. Exhibit D-legal description
- d. Attached per listing below
 - i. Exhibit B- land use map
 - ii. Exhibit C-land use designation request

Sent from my iPad

FYI

Carol Libby <cdcollins@charter.net>

Fri 9/13/2019 2:57 PM

To: stevelorence@hotmail.com <stevelorence@hotmail.com>

Steve: I found that I took a picture of Brad's proposed amendment that went to the Planning Commission or maybe the City Council. If you look at the yellow arrow section.....I really think they are going to use this as a way around the Deed Restriction. I might have already sent it to you, if so just disregard. Anyway just wanted you to have this for your files.

Carol

mostly single-family homes. This will allow another housing option for people of all income and age groups to utilize in that neighborhood. Many of Horn Rapids residents work out at the Hanford Area. These townhouses will entice and give additional home options to the Hanford workers.

- c. Another goal this amendment furthers is
 - i. "HE GOAL 2: Improve affordable housing opportunities for lower-income individuals, households and first-time home buyers."
- d. Living out in Horn Rapids, close to the Hanford area can be quite expensive. Allowing this amendment would bring in affordable living for first time homeowners to live in a much desired neighborhood.
- e. We acknowledge that the City has a "Declaration of Restrictive Covenant for Golf Course Use" (the "Declaration") and have no desire to breach this agreement. When reading the Declaration it states:
"The parties to this covenant acknowledge that the Golf Course Property is zoned as developed open space land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under the said new zoning scheme."
We believe that this language allows us to change the land use designation without breaching this Declaration.
- f. We want Horn Rapids golf course to be Asset of Richland and only want to develop features around it and to enhance it. This amendment

would hopefully attract more patrons as well as homeowners to Horn Rapids and to Richland. We believe that asking for land use designation change on approximately 2 acres will not breach this Declaration, since this golf course infrastructure will be either be unchanged or enhanced. (ie. The 18 holes of the golf course will be unchanged, but the cart barn will be moved and enhanced and the parking lot for golf patrons will be moved/enhanced).

- 7. No applicable
- 8. Do not believe necessary.
- 9. No applicable.
- 10. Attached Maps/Documents
 - a. Exhibit B-land use designation
 - b. Exhibit C-land use designation request
 - c. Exhibit D-legal description
 - d. Attached per listing below
 - i. Exhibit B- land use map

Attachment 17



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard

Tuesday, September 17, 2019

City Council Workshop - 6:45 p.m.

Mayor Thompson called the Council workshop to order at 6:45 p.m. in the Council Chambers at City Hall.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, and Councilmembers Alvarez, Lemley and Lukson were present. Councilmembers Anderson and Kent were absent.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Agenda Item

1. Review of the Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division

Chief Huntington discussed the proposed Improved Emergency Response Services Agreement with Battelle Memorial Institute – Pacific Northwest Division. Chief Huntington discussed the benefit to both parties, notably the significant benefit to the City of Richland by receiving the funding necessary to expedite construction of a new fire station in Richland's north zone. The proposed agreement allows the City to protect what the City is already required to protect within City limits, but with improved response times to the benefit of those located in north Richland. Chief Huntington answered several questions from Council related to timing, staffing and funding.

2. Ambulance Utility Rates

Chief Huntington discussed the Utility Advisory Committee's recommendation related to increased ambulance utility rates. The UAC recommended a single increase, instead of stepping rates up over time, but acknowledged that the final decision for implementation rests with Council. The benefit to step increases is to maximize the SAFER grant funding, and to avoid carrying a large fund balance. The proposed model is predicated on a step approach. The UAC recommended approval of the 2020 ambulance utility rate increase. It also supported the notion of rate equity between residential and commercial use. The proposed 2020 ambulance utility rate increase is anticipated for first reading on October 1, 2019.

3. Discuss Meeting Agenda Items

Council was invited to share concerns related to the agenda. City Manager Reents asked Council to add a presentation item to the agenda on Atomic Frontier Day 2019. Ms. Reents also discussed the TRIDEC board membership ballot. Councilmember Alvarez shared an email received from the Confederated Tribes of the Colville Reservation with an invitation to visit. The proposed date conflicts with Council's regular meeting schedule. City Manager Reents will follow-up.

City Council Regular Meeting - 7:30 p.m.

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, and Councilmembers Alvarez, Lemley and Lukson were present. Councilmembers Anderson and Kent were absent.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND KENT. THE MOTION CARRIED 5-0.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Administrative Services Director Koch, Public Works Director Rogalsky, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Pledge of Allegiance

Mayor Thompson led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

MAYOR THOMPSON ADDED A PRESENTATION ON ATOMIC FRONTIER DAY 2019 TO THE EVENING'S AGENDA. MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS AMENDED TO ADD A PRESENTATION REGARDING ATOMIC FRONTIER DAY 2019. THE MOTION CARRIED 5-0.

Presentations

4. Proclamations of Appreciation: Richland Police Department Reserve Officers Martin Gilley and Clem Matylinski

Mayor Thompson read proclamations in honor of Richland Police Reserve Officers Clem Matylinski and Martin Gilley, and bestowed plaques to each in honor of their contribution to the City of Richland. Chief Bruce thanked Mr. Matylinski and Mr. Gilley for their service, and also briefly introduced Chris Lee and Brigit Clary, who were both recently promoted to Captain in the Richland Police Department.

5. Atomic Frontier Day 2019 (added by Council at start of meeting)

Assistant City Manager Jon Amundson initiated a PowerPoint of images from Atomic Frontier Day 2019 while City Manager Reents provided stats about the event, which was well-received in the community.

To accommodate a scheduling conflict, Mayor Thompson invited Mr. Steve Ashby, PNNL Laboratory Director, to comment in support of proposed Resolution No. 113-19, authorizing an Improved Emergency Response Services Agreement. Mr. Ashby spoke favorably about the agreement and recommended its approval before exiting Council Chambers to meet his next commitment.

Public Hearings

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

6. Proposed Adoption of the 2018-2019 Comprehensive Plan Amendments - Ordinance No. 38-19

Community Development Services Director Kerwin Jensen introduced Planning Manager Mike Stevens to provide a staff report on the proposed 2018-2019 Comprehensive Plan amendments. Mr. Stevens described the Planning Commission's actions related to the proposed amendments, including its recommendation of approval for all proposed amendments (private party and City-initiated). Mr. Stevens also explained the path forward for potential removal of the deed restriction at some future date.

Mayor Thompson opened the public hearing at 8:00 p.m.

William C. Stahl, 2750 Stonecreek Drive, Richland WA commented on the benefit of Brad Rew's proposed development, overall, for the Horn Rapids Golf Course.

J. Delton Peters, 2846 Crosswater Loop, Richland WA wants the golf course to succeed, but does not want to be infringed on in the property where he lives. Mr. Peters supports the comprehensive plan amendment.

Tom Ricky, 2942 Crosswater Loop, Richland WA does not want the City to vacate its responsibly related to the golf course if it affects the immediately adjacent properties.

Rich Quadrel, 2450 Harris Avenue, Richland, WA shared that he is the President of Men's Club at Horn Rapids, and has been impressed with Brad Rew's commitment to the community and to Horn Rapids. Mr. Quadrel spoke in favor of the project and the proposed comprehensive plan amendment.

John Peterson, 2980 Sedona Circle, Richland, WA has lived in Horn Rapids for seven (7) years, and has observed slow decline of the condition of the golf course. Brad Rew, and the new owner, has increased the overall quality of the golf course. Mr. Peterson supports the proposed comprehensive plan amendment.

David Haller, 2894 Crosswater Loop, Richland WA asked City Council to support the proposed comprehensive plan amendment. Mr. Haller indicated that he was drawn to the area because of the park-like community, and while the amenities in Horn Rapids have been maintained, the golf course has declined. Mr. Haller supported the proposed comprehensive plan amendment as the predicate to the possible improvements Mr. Rew can implement.

Larry Felton, 2557 Tilden Court, Richland WA shared that his house looks down at the duck pond at Hole No. 10. Mr. Felton shared his fear that the developer will be able to eliminate the golf course and develop houses. Mr. Felton also shared that there is no such thing as a "golf course view" into perpetuity, and stated that Mr. Rew should be entitled to develop the property for the benefit of the golf course, the surrounding community, and the City of Richland.

Louise Peters, 2846 Crosswater Loop, Richland WA would ask that the deed restriction be made permanent forever. Ms. Peters believes in improving the golf course and construction of a better club house, but does not want a townhouse four (4) feet from her house.

Steve Lorence, 2858 Crosswater Loop, Richland WA shared that he is one of the eight (8) homeowners affected by Brad Rew's potential development. Mr. Lorence stated that he purchased a home that was promised a golf course view due to the deed restriction, and paid a premium for it. Mr. Lorence advised that he supports improving the golf course, but does not believe Mr. Rew's efforts demonstrate compromise as suggested. Mr. Lorence shared that he and the other affected homeowners want the golf course to be successful, but not at the cost to abutting residential properties.

Roger Bauer, 2978 Redrock Ridge Loop, Richland WA shared that changes occur when development occurs. Mr. Bauer expressed understanding for the properties impacted, but shared that the bigger impact is a positive benefit to the City and the immediate Horn Rapids community. Mr. Bauer encouraged City Council to approve the proposed comprehensive plan amendment.

Jeff Riddelle, 2930 Redrock Ridge Loop, Richland WA spoke in support of the proposed comprehensive plan amendment.

Tom Harper, 2598 Tilden Court, Richland WA spoke in support of the proposed comprehensive plan amendment, and stated that, in his opinion, Brad Rew has rescued the golf course.

Denise Ciarlo, 2563 Prestwick Drive, Richland WA shared that she spoke to Brad Rew at length about his vision for golf course. Ms. Ciarlo considers Mr. Rew's plan impressive and beneficial to the community. Ms. Ciarlo also spoke in favor of the proposed comprehensive plan amendment.

Gail Wintczak, 2852 Crosswater Loop, Richland WA spoke in support of Brad Rew investing in the Horn Rapids Golf Course, but does not want the deed restriction lifted. Ms. Wintczak also objects to filling of the pond adjacent to her house as proposed by Mr. Rew.

Jeff Hunter, 2864 Crosswater Loop, Richland WA shared that he is being asked to forfeit \$20,000 to \$40,000 in property value Mr. Rew's development is allowed to go forward as potentially proposed. Mr. Hunter asked the City to stay true to the original commitments it made when Horn Rapids was first developed.

Julie Cheville, 3148 Redhawk Drive, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Don Bogart, 2266 Copperleaf Street, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Jon Ray, 2837 Troon Court, Richland WA spoke about the decline of the Horn Rapids Golf Course, and the benefit to the community by introduction of Brad Rew's proposed project. Mr. Ray encouraged the City Council to approve the proposed comprehensive plan amendment.

George Kyriazis, 2766 Stonecreek Drive, Richland WA spoke in favor of local ownership of the golf course (Brad Rew), and encouraged the City Council to approve the proposed comprehensive plan amendment.

Mayor Thompson closed the public hearing at 8:35 p.m.

7. Proposed Amendment to RMC Title 23: Zoning Regulations and the Official Zoning Map of the City of Richland - Ordinance No. 39-19

Planning Manager Mike Stevens provided the staff report on proposed Ordinance No. 39-19. Mr. Stevens reiterated the Planning Commission actions taken related to the zoning map amendments that marry with the proposed comprehensive plan amendments. Mr. Stevens pointed out that there is no zoning action associated with Mr. Rew's comprehensive plan amendment.

Mayor Thompson opened the public hearing at 8:36 p.m. The hearing was closed at 8:37. No public comment was taken.

Public Comments

No public comment was offered.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Minutes - Approval

8. Approve the September 3, 2019 Council Meeting Minutes

Ordinances - First Reading

9. Ordinance No. 37-19, Amending the 2019 Budget in the General Fund and General Government Construction Fund related to Atomic Frontier Day 2019 and Rural County Capital Funds

Ordinances - Second Reading/Passage

10. Ordinance No. 35-19, Amending Chapter 5.14 of the Richland Municipal Code related to Sidewalk Use Licenses
11. Ordinance No. 36-19, Establishing and Dedicating Right-of-Way for Battelle Boulevard, Logan Street, Hagen Road, Robertson Road and Snyder Street

Resolutions – Adoption

12. Resolution No. 111-19, Authorizing a Funding Agreement with the Washington State Department of Transportation for the Duportail Bridge - Phase 2 Project
13. Resolution No. 112-19, Authorizing a Joint Grant Application with the Port of Benton to the Community Economic Revitalization Board for a Joint Stormwater Study
14. Resolution No. 113-19, Authorizing an Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division
15. Resolution No. 114-19, Authorizing an Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Digester Facility Improvements

16. Resolution No. 115-19, Authorizing a Grant Application to the Washington State Department of Transportation and the Washington Utilities and Transportation Commission to Assist in Funding Kingsgate Rail Crossing Upgrades
17. Resolution No. 116-19, Authorizing a Lease Agreement with Oscar and Iliana Suarez for Operation of the Novel Café in the Richland Public Library
18. Resolution No. 118-19, Authorizing Amendment No. 11 with UtiliWorks Consulting, LLC for Phase 2 of the Advanced Metering Infrastructure (AMI) Project, and Ratifying Amendment Nos. 6 and 9

Items for Approval

19. Appointments to the Economic Development Committee: Marc Newman, Deidre Holmberg and Brad Bricker
20. Appointments to the Americans with Disabilities Citizens Review Committee: Steve Sillers and Brenda Bradley
21. Appointment to the Library Board: Karen Buxton

Expenditures - Approval

22. Expenditures from August 26, 2019 - September 6, 2019 for \$4,612,050.81 including Check Nos. 271718-272168, Wire Nos. 7723-7745, Payroll Direct Deposit Nos. 155102-155645 & 155653, Payroll Check Nos. 155646-155652 & 155654, Pension Direct Deposit Nos. 5191-5224, and Payroll Wire/ACH Nos. 11125-11156

Items of Business

23. Ordinance No. 38-19, Adopting the 2018-2019 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan

Councilmember Lukson spoke in favor of the comprehensive plan amendments and Brad Rew's vision in Horn Rapids, but cautioned about finding balance between the affected property owners and the overall benefit to the Horn Rapids community.

Councilmember Lemely expressed support for the comprehensive plan amendments, and encouraged the parties to work together to find a compromise regarding the deed restriction.

Councilmember Alvarez echoed Councilmember Lukson's comments and stated that he wants to see the development as a win-win for all involved.

Mayor Pro Tem Christensen thanked the public for attending and sharing their comments. Mr. Christensen also reassured the audience that tonight's action does not

mean that anyone is losing their view. Instead, it simply means that the process can move forward to the next step.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 38-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

24. Ordinance No. 39-19, Amending RMC Title 23: Zoning Regulations and the City's Official Zoning Map to Conform to the Updated 2017 Comprehensive Plan

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 39-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Reents had no comments.

City Council

Councilmember Lemley commented favorably on Atomic Frontier Day 2019.

Councilmember Lukson spoke favorably about the value of attending ECA with Mayor Thompson and thanked City Council for supporting his attendance.

Mayor Pro Tem Christensen shared that September 17 is Constitution Day, which should be honored. Mayor Pro Tem Christensen also spoke favorably about Atomic Frontier Day 2019, and encouraged City Council and staff to introduce Atomic Frontier Day as a reoccurring event since it is likely to benefit tourism and economic development.

Mayor

Mayor Thompson shared the importance of paying attention to the federal environmental issues at Hanford, and spoke favorably about the value of attending ECA with Councilmember Lukson. Mr. Thompson also spoke favorably about Atomic Frontier Day 2019 and the evening's public participation.

Adjournment

Mayor Thompson adjourned the meeting at 8:55 p.m.

APPROVED:


Robert J. Thompson, Mayor

Date Approved: October 1, 2019

Date Published: October 2, 2019

ATTESTED:


Toni Fulton, Acting Deputy City Clerk

Attachment 18

Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Steve Lorence <stev lorence@hotmail.com>

Thu 9/19/2019 2:11 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>

 1 attachments (894 KB)

Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf;

Brad and Thera:

Congratulations on getting your Comprehensive Plan Amendment approved by the City Council on Tuesday evening. As I am sure you heard, the Crosswater Loop neighbors all spoke in favor of your comprehensive plan amendment to the city council members. Hopefully we can continue our discussions about alternative site plans that could provide you with your needed cash infusion to make improvements to the golf course without unduly impacting the Crosswater Loop neighbors.

Since we had not heard back from you in response to my September 8th email below, I thought I should resend how the Crosswater Loop neighbors would like to compromise on the plans drawn up by you.

Please let me know what next steps you would like to take. We are available to meet and discuss a compromise.

Steve Lorence
2858 Crosswater Loop

From: Steve Lorence <stev lorence@hotmail.com>

Sent: Sunday, September 8, 2019 1:51 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; rlukson@ci.richland.wa.us <rlukson@ci.richland.wa.us>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>; planningcommission@ci.richland.wa.us <planningcommission@ci.richland.wa.us>

Subject: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Good Afternoon Brad and Thera:

Thank you for providing your design for the property adjacent to the Crosswater Loop neighbors. We know that you said this is preliminary based on the decisions that the City of Richland will be making in the future regarding the Horn Rapids golf course. However, the Crosswater Loop neighbors are concerned that you have not listened to our concerns since this preliminary design does not reflect the issues that we discussed at our May 6th meeting.

At our May 6th meeting, we told you that we are aligned with your vision to have a successful Horn Rapids golf course. We want you two to be successful but not at the expense of us and our property values. We all bought our properties as golf course view property. We paid a premium to have our views. Stu Stone developed our lots as golf course facing property and the builders sold the homes as golf course facing homes.

The design that you provided does not reflect the compromise that Mr. Mike Stevens, City of Richland's Planning Manager has proposed to all of us. When we talked on May 6th, we discussed the following:

- We did not want an entrance road right behind our property and you both agreed that the design would not contain this.
- We told you that we want the existing pond left in place.
- We told you that the existing large cottonwood tree be left in place.
- We showed you where the compromise that Mike Stevens recommended would allow townhomes to be built but would maintain an acceptable buffer.

The design you provided does not include the above.

The Crosswater Loop neighbors have reviewed your design and we have the following changes that we would like to see:

- Remove the entrance road that is behind our properties. Our research indicates that a second entrance is not needed, and one entrance is allowable.
- Leave the existing pond in place. We do want you to abide by the Commercial Licensing Agreement for the golf course where it is a requirement that you maintain the pond. We appreciate that you plan on putting in a new waterfall that can be used to feed the pond. This should solve the broken waterline issue that has plagued the pond for the last couple of years.
- Leave the existing large cottonwood tree.
- Remove from your plans townhomes # 1, 2, 3, 4, 41 & 42. These homes are below the compromise line that Mike Stevens has proposed and are too close to our homes. This leaves you with 42 of your original 48 townhomes. We also believe that you might be able to capture a few of these by redesigning the other lots. For example, you might be able to fit a townhome between 43 & 44.
- The new pond you are proposing is not needed if you leave the existing pond in place. This should reduce your development costs.

We do appreciate you placing a line of trees between our properties and the townhomes. We would like to see these as some type of evergreen tree that will provide a visual barrier year-round.

Also, we do not want to lose track of our discussion of having the City of Richland place a permanent deed restriction on the property that would prevent any future development on the property that does not contain the townhomes. As we discussed, by having this permanent deed restriction in place, that will prevent us having to deal with this issue in the future. You told us that you would be supportive of this permanent deed restriction at our May 6th meeting. We informed Mike Stevens of this and he assured the Crosswater Loop neighbors that this was possible.

We have attached a marked-up copy of your preliminary design with the above changes for your consideration.

We look forward to continuing to work with you on a compromise that will make the golf course successful while keeping our views and property values in place.

Steve Lorence
2858 Crosswater Loop

Attachment 19

Fw: The Vision Has Not Changed!

Steve Lorence <stevelorence@hotmail.com>

Sat 10/26/2019 7:42 AM

To: planningcommission@ci.richland.wa.us <planningcommission@ci.richland.wa.us>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; rlukson@ci.richland.wa.us <rlukson@ci.richland.wa.us>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>; Reents, Cindy <creents@ci.richland.wa.us>
Cc: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>

 2 attachments (1 MB)

9-19-19 Email to the Rews.pdf; Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf;

Good Morning Richland City Council and Planning Commission Members:

Brad Rew sent out the email below regarding the status of the Horn Rapids Golf Course. I and the other Crosswater Loop neighbors were very surprised by his statement below about the townhouses that he plans to build. He stated that: "We are continuing the dialog with those residents and suggesting different options for townhome development." This statement is not true. There has been no dialog at all. We reached out to Brad Rew numerous times to work with him on a compromise and we have been ignored time and again. The latest attempt was on September 19th after the City Council approved his comprehensive plan amendment. See the attached email that was sent to him by me. He has not responded to that latest attempt to contact him and begin discussions on a compromise. I have attached the compromise that we had sent him.

I can only assume that Brad continues to try and paint a picture that he is continuing to work with the Crosswater Loop neighbors to gain support for his plans by others in the Horn Rapids community. As we saw at the September 17th city council meeting, there were a number of folks that made statements that the Crosswater Loop neighbors should just suck it up and let Brad develop his townhomes regardless of the impacts to our properties. This effort to divide the neighbors is not healthy.

The Crosswater Loop neighbors believe the compromise suggested by the City is workable. We just want to work with Brad on a plan that meets this compromise.

The Crosswater Loop neighbors appreciated the comments made by each of the 5 city council members in attendance at the September 17th meeting. Your public comments that Brad Rew must work out an acceptable compromise with the Crosswater Loop neighbors before you would allow the deed restriction to be overturned was appropriate in our opinion and gave us hope that it would encourage Brad to work with us.

As many of us stated at the meeting, we want Brad to be successful, but not at the expense of us. We continue to be available to work with Brad on a compromise and will continue to reach out to him.

Thanks for listening. We just wanted to give you an update on this situation.

Steve Lorence
2858 Crosswater Loop
851-3761

From: Brad Rew <salvador@hornrapidsgolfcourse.com>

Sent: Friday, October 25, 2019 7:00 PM

To: Steve Lorence <stev lorence@hotmail.com>

Subject: The Vision Has Not Changed!



– THE VISION HAS NOT CHANGED –

It's been some time since my last message to you about golf course operations, so I want to update you on our progress and share our plans as we move through the fall and winter seasons.



First, let me assure you that my vision for the Horn Rapids Golf Course has not changed. It is still my intent to make Horn Rapids the premier public course in the Tri-Cities. I want us to have the best-maintained greens and fairways, a well-equipped practice facility, a full-service sports bar and cafe, and attractive facilities to host tournaments and special events. In addition, I'm especially interested in enriching our Horn Rapids community and I realize the important social role that the golf club can play in bringing people together.

That being said, we still have a long way to go, but we have been making good progress! Let me describe what we've accomplished since my last update to you in July, and then outline our plans for the off-season.

Accomplishments Since July

After significant repairs to the irrigation systems during the summer, we have been able to put a prodigious amount of water down on the course.

We've also changed our fertilization program: we now have the same fertilizer representative as Meadow Springs Country Club and are effectively duplicating their regimen. Our budget in this area has increased from \$3,000/year to \$30,000/year, and we're seeing a tremendous improvement to the health and quality of the grass. While other courses in the Tri-Cities were drying out in September, ours remained a lush green!

We've acquired new equipment for maintaining greens and fairways. In addition, we've had some important machines rebuilt and restored, thanks to the extraordinary mechanical skills of Grayson Baker and Joe Cheville, two of our local Horn Rapids residents.

We had originally intended to punch the fairways and greens right after the Men's Club Championship in late September, however the arrival of a

stretch of cold weather caused the grass to enter an early dormancy period, and we were concerned that the greens would not heal effectively. (And we're sure that golfers would prefer not playing on sandy greens all winter!). Next week, we will be applying a fungicide to prevent possible snow mold over the winter. We will reschedule punching and sanding for mid-April 2020.

Plans for the Off-Season

We have a number of projects queued up for the off-season:

- We imported 30 yards of topdressing sand from Idaho which we'll use to level tee boxes and some of the rough transition areas (e.g., hole #3).
- We'll add new sprinklers in a few places that still need water (e.g., holes #6 and #18)
- We'll rototill cart ruts in a number of places, level those areas, and overseed.
- We will increase protection for the natural areas on the course with some additional cart traffic management solutions (signs, stakes, ropes, curbs, etc)
- We plan to improve the irrigation and launch a number of

beautification projects around the clubhouse, patio area, and pond perimeters.

Two areas that require our focused attention are the greens and the tee boxes that were damaged during the dry spell earlier in the summer. We recognize that the greens on holes #2, #3, and #12 are in dreadful condition, and there are patches on other greens that need serious work. Our plan for these is to aerate more than your typical section. If one pass of the aerator does not work then we will do it again to see if the grass comes back which we believe will. In addition, some of the tee boxes have lost most of their grass (holes #5 and #6, for example) and have been overrun by crabgrass. We plan to reseed every tee box on the golf course so that the hitting areas are as level as possible.

Townhouse Project

On September 17, the City Council voted to approve our amendment to modify the land use designation of about two acres along the 18th fairway from "Developed Open Space" to "Medium-Density Residential." During the Council meeting, a number of residents spoke – many in favor of the townhouse plan and others who voiced concerns. I want to thank everyone who attended the meeting and contributed to the discussion!

Before the Council is ready to grant permits to start construction, however, they asked us to work with the residents affected by the project to develop a plan that would address their concerns while still accomplishing the vision for the golf course. We are continuing the dialog with those residents and suggesting different options for townhome development. Our intent is to have a revised plan ready to bring back to the Planning Department and City Council in late November or early December. I will likely ask for your support once again, as I expect the City Council to provide an opportunity for another public hearing when the revised plan is put on the docket.



In case you have not already met them, please let me introduce Carin Jackson and Bonnie Cannon, our new full-time staff in the café. Carin is our head chef and general manager of the café. She and her team have introduced a new café menu over the last two months and they continue to improve the offerings, thanks to your feedback and suggestions. I've noticed that we have more people coming to the club just for lunch, which is a good sign that we're doing something right!

Finally, I want to thank all of you for your continued support of our overall vision, and your patience as we continue to take steps to achieve that vision. We've seen rapid progress in some areas, and we've faced a few hurdles in other areas. However, I remain committed to our Club and I truly value your patronage and support. The best is yet to come!

Thank you,

Brad

Brad Rew, Owner
Horn Rapids Golf Course



[Preferences](#) | [Unsubscribe](#)

Attachment 20

2005 Horn Rapids Golf Course Deed Restriction

Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Fri 5/1/2020 3:18 PM

To: Brad Rew <brad@galerew.com>; Craig Walker <cwalker@walkerheye.com>; Steve Lorence <stev lorence@hotmail.com>

📎 1 attachments (70 KB)

2005 Horn Rapids Covenant.pdf;

Brad, Craig & Steve:

Attached to this email you will find a letter addressing the 2005 Horn Rapids Golf Course Deed Restriction.

Steve: Please provide a copy to the other Crosswater Loop residents as I do not have email contacts for each of them.

Thank you,



Mike Stevens

Planning Manager

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

(509) 942-7596

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.



May 1, 2020

HJBT Properties
Attn: Brad Rew
1413 Sunset St.
Richland, WA 99354

Craig Walker
Walker Heye Meehan Eisinger, PLLC
1333 Columbia Park Trail, Suite 220
Richland, WA 99352

RE: 2005 Horn Rapids Golf Course Restrictive Covenant

Dear Mr. Rew:

The City of Richland had recent occasion to evaluate the legal enforceability of the 2005 restrictive covenant encumbering the Horn Rapids Golf Course (the "Golf Course"). The City concludes that the 2005 restrictive covenant executed between the City and Columbia Golf Associates ("CGA") is unenforceable against the Golf Course's current owner because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.

If you have any questions regarding this matter, please feel free to contact me at (509) 942-7596 or via email at mstevens@ci.richland.wa.us.

Sincerely,

Mike Stevens
Planning Manager
City of Richland
(509)942-7596
mstevens@ci.richland.wa.us

C: Steve Lorence
2858 Crosswater Loop
Richland, WA 99352

Attachment 21

Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Steve Lorence <stev lorence@hotmail.com>

Fri 5/8/2020 3:23 PM

To: Brad Rew <brad@galerew.com>; ther a@galerew.com <ther a@galerew.com>; Brad Rew <brad@hornrapids golfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; mstevens@ci.richland.wa.us <mstevens@ci.richland.wa.us>; Kintzley, Heather <hkintzley@ci.richland.wa.us>; Lukson, Ryan <rlukson@CI.RICHLAND.WA.US>

 1 attachments (894 KB)

Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf;

Brad and Thera:

It is good to see the golf course opened up again and golfers enjoying themselves. I bet it was a relief to have the Governor allow for the reopening.

It has been quite some time since last September. I have not received any response from you two regarding the compromise that the Crosswater Loop neighbors had proposed to you. Have you had a chance to review? We are interested in your thoughts and are hopeful we can work out the compromise that the Richland City Council members are expecting.

We are available to discuss when you are ready.

Thanks and stay safe.

Steve Lorence

From: Steve Lorence <stev lorence@hotmail.com>

Sent: Thursday, September 19, 2019 2:11 PM

To: Brad Rew <brad@galerew.com>; ther a@galerew.com <ther a@galerew.com>; Brad Rew <brad@hornrapids golfcourse.com>

Cc: Reents, Cindy <creents@ci.richland.wa.us>; Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Kintzley, Heather <hkintzley@CI.RICHLAND.WA.US>

Subject: Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Brad and Thera:

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Since we had not heard back from you in response to my September 8th email below, I thought I should resend how the Crosswater Loop neighbors would like to compromise on the plans drawn up by you.

Please let me know what next steps you would like to take. We are available to meet and discuss a compromise.

Steve Lorence
2858 Crosswater Loop

From: Steve Lorence <stev lorence@hotmail.com>

Sent: Sunday, September 8, 2019 1:51 PM

To: Brad Rew <brad@galerew.com>; thera@galerew.com <thera@galerew.com>; Brad Rew <brad@hornrapidsgolfcourse.com>

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Subject: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Good Afternoon Brad and Thera:

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The design that you provided does not reflect the compromise that Mr. Mike Stevens, City of Richland's Planning Manager has proposed to all of us. When we talked on May 6th, we discussed the following:

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- We told you that we want the existing pond left in place.
- We told you that the existing large cottonwood tree be left in place.
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The Crosswater Loop neighbors have reviewed your design and we have the following changes that we would like to see:

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- Leave the existing pond in place. We do want you to abide by the Commercial Licensing Agreement for the golf course where it is a requirement that you maintain the pond. We appreciate that you plan on putting in a new waterfall that can be used to feed the pond. This should solve the broken waterline issue that has plagued the pond for the last couple of years.
- Leave the existing large cottonwood tree.
- Remove from your plans townhomes # 1, 2, 3, 4, 41 & 42. These homes are below the compromise line that Mike Stevens has proposed and are too close to our homes. This leaves you with 42 of your original 48 townhomes. We also believe that you might be able to capture a few of these by redesigning the other lots. For example, you might be able to fit a townhome between 43 & 44.
- The new pond you are proposing is not needed if you leave the existing pond in place. This should reduce your development costs.

We do appreciate you placing a line of trees between our properties and the townhomes. We would like to see these as some type of evergreen tree that will provide a visual barrier year-round.

Also, we do not want to lose track of our discussion of having the City of Richland place a permanent deed restriction on the property that would prevent any future development on the property that does not contain the townhomes. As we discussed, by having this permanent deed restriction in place, that will prevent us having to deal with this issue in the future. You told us that you would be supportive of this permanent deed restriction at our May 6th meeting. We informed Mike Stevens of this and he assured the Crosswater Loop neighbors that this was possible.

We have attached a marked-up copy of your preliminary design with the above changes for your consideration.

We look forward to continuing to work with you on a compromise that will make the golf course successful while keeping our views and property values in place.

Steve Lorence
2858 Crosswater Loop



LEAVE EXISTING
POND
&
LARGE
COTTONWOOD
TREE

ELIMINATE
THIS
ENTRANCE

New
water fall
to stream
pond

OK WITH
NEW WATER
FALL GOING
TO EXISTING
POND

Attachment 22

Fw: Crosswater Loop Neighbors/Horn Rapids Golf Course Compromise

Steve Lorence <stev lorence@hotmail.com>

Sat 5/9/2020 8:52 AM

To: Lukson, Ryan <rlukson@CI.RICHLAND.WA.US>; plemley@ci.richland.wa.us <plemley@ci.richland.wa.us>; BThompson@CI.RICHLAND.WA.US <BThompson@CI.RICHLAND.WA.US>; skent@CI.RICHLAND.WA.US <skent@CI.RICHLAND.WA.US>; banderson@CI.RICHLAND.WA.US <banderson@CI.RICHLAND.WA.US>; tchristensen@CI.RICHLAND.WA.US <tchristensen@CI.RICHLAND.WA.US>; malvarez@CI.RICHLAND.WA.US <malvarez@CI.RICHLAND.WA.US>
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 4 attachments (1 MB)

Proposed Changes to HRGC Townhome Design Proposal 9-8-19.pdf; 2005 Horn Rapids Covenant.pdf; September 17 2019 Council Meeting Minutes.pdf; Horn_Rapids_View_Newsletter.pdf;

City Council Members:

As you know for the last year, the Crosswater Loop neighbors have been trying to reach a compromise with Brad Rew, owner of the Horn Rapids Golf Course concerning his proposed development of townhomes that will impact our golf course views and impact our property values. At the September 17, 2019 City Council meeting where you approved Rew's Comprehensive Plan changes, you all unanimously directed Rew to work with the Crosswater Loop neighbors on a compromise. As you can see in the email string below, the Crosswater Loop neighbors have suggested a compromise to Rew, but we have failed to hear from him. We will continue to reach out to him, but we are obviously disappointed in his lack of response.

We are also concerned with where Brad is going with his project. In his original design (see attached) he was going to build 48 townhomes. Our suggested compromise had him removing a few units or relocated them closer to the existing clubhouse and remove the entrance road right behind our property. We do not want a road right behind our property. In a newsletter he sent out in March 2020 (see attached) he discusses on page 2 and 3 that he is building 60 townhomes. This is a 25% increase in his original proposal, We have also heard that he is going to redesign the 18th hole to allow him to put in more townhomes that will impact more of the neighbors on Crosswater Loop. We believe this change may be a result of the action the City has taken in deciding that the deed restriction is not enforceable.

We received the attached letter from Mike Stevens on May 1st informing us of this development. As you can imagine, we are very disappointed with the City in taking this action without even giving us any chance to have input. We had been working with City Staff for over a year on this and for this decision to come out of the blue is concerning and we are disappointed. We are not in agreement with the lifting of the deed restriction and our attorney is currently reviewing this development to determine what actions we can take.

As we have always said and provided in our public comments to the City Council at the September 17th meeting, we want Brad to be successful and we want him to move forward with his townhomes, but not at the complete expense of us and our property values.

Council member Lemley met with the Crosswater Loop neighbors last year in my home to discuss this. If any of the other council members would like to meet with us, please give me a call and we can arrange a time for you to come out to put your eyes on the property and talk with us. We will be sure to employ appropriate social distancing due to COVID-19.

Thanks for listening and we are hopeful this will be resolved in a positive manner.

Steve Lorence
2858 Crosswater Loop
851-3761

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Thank you for providing your design for the property adjacent to the Crosswater Loop neighbors. We know that you said this is preliminary based on the decisions that the City of Richland will be making in the future regarding the Horn Rapids golf course. However, the Crosswater Loop neighbors are concerned that you have not listened to our concerns since this preliminary design does not reflect the issues that we discussed at our May 6th meeting.

At our May 6th meeting, we told you that we are aligned with your vision to have a successful Horn Rapids golf course. We want you two to be successful but not at the expense of us and our property values. We all bought our properties as golf course view property. We paid a premium to have our views. Stu Stone developed our lots as golf course facing property and the builders sold the homes as golf course facing homes.

The design that you provided does not reflect the compromise that Mr. Mike Stevens, City of Richland's Planning Manager has proposed to all of us. When we talked on May 6th, we discussed the following:

- We did not want an entrance road right behind our property and you both agreed that the design would not contain this.
- We told you that we want the existing pond left in place.
- We told you that the existing large cottonwood tree be left in place.
- We showed you where the compromise that Mike Stevens recommended would allow townhomes to be built but would maintain an acceptable buffer.

The design you provided does not include the above.

The Crosswater Loop neighbors have reviewed your design and we have the following changes that we would like to see:

- Remove the entrance road that is behind our properties. Our research indicates that a second entrance is not needed, and one entrance is allowable.
- Leave the existing pond in place. We do want you to abide by the Commercial Licensing Agreement for the golf course where it is a requirement that you maintain the pond. We appreciate that you plan on putting in a new waterfall that can be used to feed the pond. This should solve the broken waterline issue that has plagued the pond for the last couple of years.
- Leave the existing large cottonwood tree.
- Remove from your plans townhomes # 1, 2, 3, 4, 41 & 42. These homes are below the compromise line that Mike Stevens has proposed and are too close to our homes. This leaves you with 42 of your original 48 townhomes. We also believe that you might be able to capture a few of these by redesigning the other lots. For example, you might be able to fit a townhome between 43 & 44.
- The new pond you are proposing is not needed if you leave the existing pond in place. This should reduce your development costs.

We do appreciate you placing a line of trees between our properties and the townhomes. We would like to see these as some type of evergreen tree that will provide a visual barrier year-round.

Also, we do not want to lose track of our discussion of having the City of Richland place a permanent deed restriction on the property that would prevent any future development on the property that does not contain the townhomes. As we discussed, by having this permanent deed restriction in place, that will prevent us having to deal with this issue in the future. You told us that you would be supportive of this permanent deed restriction at our May 6th meeting. We informed Mike Stevens of this and he assured the Crosswater Loop neighbors that this was possible.

We have attached a marked-up copy of your preliminary design with the above changes for your consideration.

We look forward to continuing to work with you on a compromise that will make the golf course successful while keeping our views and property values in place.

Steve Lorence
2858 Crosswater Loop



LEAVE EXISTING
POND
&
LARGE
COTTONWOOD
TREE

ELIMINATE
THIS
ENTRANCE

New
water fall
to stream
and.

OK WH?
NEW WATER
FALL GOIN
TO EXIST,
POND



May 1, 2020

HJBT Properties
Attn: Brad Rew
1413 Sunset St.
Richland, WA 99354

Craig Walker
Walker Heye Meehan Eisinger, PLLC
1333 Columbia Park Trail, Suite 220
Richland, WA 99352

RE: 2005 Horn Rapids Golf Course Restrictive Covenant

Dear Mr. Rew:

The City of Richland had recent occasion to evaluate the legal enforceability of the 2005 restrictive covenant encumbering the Horn Rapids Golf Course (the "Golf Course"). The City concludes that the 2005 restrictive covenant executed between the City and Columbia Golf Associates ("CGA") is unenforceable against the Golf Course's current owner because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void.

If you have any questions regarding this matter, please feel free to contact me at (509) 942-7596 or via email at mstevens@ci.richland.wa.us.

Sincerely,

Mike Stevens
Planning Manager
City of Richland
(509)942-7596
mstevens@ci.richland.wa.us

C: Steve Lorence
2858 Crosswater Loop
Richland, WA 99352



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard
Tuesday, September 17, 2019

City Council Workshop - 6:45 p.m.

Mayor Thompson called the Council workshop to order at 6:45 p.m. in the Council Chambers at City Hall.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, and Councilmembers Alvarez, Lemley and Lukson were present. Councilmembers Anderson and Kent were absent.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Agenda Item

1. Review of the Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division

Chief Huntington discussed the proposed Improved Emergency Response Services Agreement with Battelle Memorial Institute – Pacific Northwest Division. Chief Huntington discussed the benefit to both parties, notably the significant benefit to the City of Richland by receiving the funding necessary to expedite construction of a new fire station in Richland's north zone. The proposed agreement allows the City to protect what the City is already required to product within City limits, but with improved response times to the benefit of those located in north Richland. Chief Huntington answered several questions from Council related to timing, staffing and funding.

2. Ambulance Utility Rates

Chief Huntington discussed the Utility Advisory Committee's recommendation related to increased ambulance utility rates. The UAC recommended a single increase, instead of stepping rates up over time, but acknowledged that the final decision for implementation rests with Council. The benefit to step increases is to maximize the SAFER grant funding, and to avoid carrying a large fund balance. The proposed model is predicated on a step approach. The UAC recommended approval of the 2020 ambulance utility rate increase. It also supported the notion of rate equity between residential and commercial use. The proposed 2020 ambulance utility rate increase is anticipated for first reading on October 1, 2019.

3. Discuss Meeting Agenda Items

Council was invited to share concerns related to the agenda. City Manager Reents asked Council to add a presentation item to the agenda on Atomic Frontier Day 2019. Ms. Reents also discussed the TRIDEC board membership ballot. Councilmember Alvarez shared an email received from the Confederated Tribes of the Colville Reservation with an invitation to visit. The proposed date conflicts with Council's regular meeting schedule. City Manager Reents will follow-up.

City Council Regular Meeting - 7:30 p.m.

Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chambers at City Hall.

Welcome and Roll Call

Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, and Councilmembers Alvarez, Lemley and Lukson were present. Councilmembers Anderson and Kent were absent.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBERS ANDERSON AND KENT. THE MOTION CARRIED 5-0.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Administrative Services Director Koch, Public Works Director Rogalsky, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Parks & Public Facilities Director Schiessl, Energy Services Director Whitney and Acting Deputy City Clerk Fulton.

Pledge of Allegiance

Mayor Thompson led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

MAYOR THOMPSON ADDED A PRESENTATION ON ATOMIC FRONTIER DAY 2019 TO THE EVENING'S AGENDA. MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS AMENDED TO ADD A PRESENTATION REGARDING ATOMIC FRONTIER DAY 2019. THE MOTION CARRIED 5-0.

Presentations

4. Proclamations of Appreciation: Richland Police Department Reserve Officers Martin Gilley and Clem Matylinski

Mayor Thompson read proclamations in honor of Richland Police Reserve Officers Clem Matylinski and Martin Gilley, and bestowed plaques to each in honor of their contribution to the City of Richland. Chief Bruce thanked Mr. Matylinski and Mr. Gilley for their service, and also briefly introduced Chris Lee and Brigit Clary, who were both recently promoted to Captain in the Richland Police Department.

5. Atomic Frontier Day 2019 (added by Council at start of meeting)

Assistant City Manager Jon Amundson initiated a PowerPoint of images from Atomic Frontier Day 2019 while City Manager Reents provided stats about the event, which was well-received in the community.

****To accommodate a scheduling conflict, Mayor Thompson invited Mr. Steve Ashby, PNNL Laboratory Director, to comment in support of proposed Resolution No. 113-19, authorizing an Improved Emergency Response Services Agreement. Mr. Ashby spoke favorably about the agreement and recommended its approval before exiting Council Chambers to meet his next commitment.****

Public Hearings

Acting Deputy City Clerk Fulton read the Public Hearing and Public Comments procedures.

6. Proposed Adoption of the 2018-2019 Comprehensive Plan Amendments - Ordinance No. 38-19

Community Development Services Director Kerwin Jensen introduced Planning Manager Mike Stevens to provide a staff report on the proposed 2018-2019 Comprehensive Plan amendments. Mr. Stevens described the Planning Commission's actions related to the proposed amendments, including its recommendation of approval for all proposed amendments (private party and City-initiated). Mr. Stevens also explained the path forward for potential removal of the deed restriction at some future date.

Mayor Thompson opened the public hearing at 8:00 p.m.

William C. Stahl, 2750 Stonecreek Drive, Richland WA commented on the benefit of Brad Rew's proposed development, overall, for the Horn Rapids Golf Course.

J. Delton Peters, 2846 Crosswater Loop, Richland WA wants the golf course to succeed, but does not want to be infringed on in the property where he lives. Mr. Peters supports the comprehensive plan amendment.

Tom Ricky, 2942 Crosswater Loop, Richland WA does not want the City to vacate its responsibly related to the golf course if it affects the immediately adjacent properties.

Rich Quadrel, 2450 Harris Avenue, Richland, WA shared that he is the President of Men's Club at Horn Rapids, and has been impressed with Brad Rew's commitment to the community and to Horn Rapids. Mr. Quadrel spoke in favor of the project and the proposed comprehensive plan amendment.

John Peterson, 2980 Sedona Circle, Richland, WA has lived in Horn Rapids for seven (7) years, and has observed slow decline of the condition of the golf course. Brad Rew, and the new owner, has increased the overall quality of the golf course. Mr. Peterson supports the proposed comprehensive plan amendment.

David Haller, 2894 Crosswater Loop, Richland WA asked City Council to support the proposed comprehensive plan amendment. Mr. Haller indicated that he was drawn to the area because of the park-like community, and while the amenities in Horn Rapids have been maintained, the golf course has declined. Mr. Haller supported the proposed comprehensive plan amendment as the predicate to the possible improvements Mr. Rew can implement.

Larry Felton, 2557 Tilden Court, Richland WA shared that his house looks down at the duck pond at Hole No. 10. Mr. Felton shared his fear that the developer will be able to eliminate the golf course and develop houses. Mr. Felton also shared that there is no such thing as a "golf course view" into perpetuity, and stated that Mr. Rew should be entitled to develop the property for the benefit of the golf course, the surrounding community, and the City of Richland.

Louise Peters, 2846 Crosswater Loop, Richland WA would ask that the deed restriction be made permanent forever. Ms. Peters believes in improving the golf course and construction of a better club house, but does not want a townhouse four (4) feet from her house.

Steve Lorence, 2858 Crosswater Loop, Richland WA shared that he is one of the eight (8) homeowners affected by Brad Rew's potential development. Mr. Lorence stated that he purchased a home that was promised a golf course view due to the deed restriction, and paid a premium for it. Mr. Lorence advised that he supports improving the golf course, but does not believe Mr. Rew's efforts demonstrate compromise as suggested. Mr. Lorence shared that he and the other affected homeowners want the golf course to be successful, but not at the cost to abutting residential properties.

Roger Bauer, 2978 Redrock Ridge Loop, Richland WA shared that changes occur when development occurs. Mr. Bauer expressed understanding for the properties impacted, but shared that the bigger impact is a positive benefit to the City and the immediate Horn Rapids community. Mr. Bauer encouraged City Council to approve the proposed comprehensive plan amendment.

Jeff Riddelle, 2930 Redrock Ridge Loop, Richland WA spoke in support of the proposed comprehensive plan amendment.

Tom Harper, 2598 Tilden Court, Richland WA spoke in support of the proposed comprehensive plan amendment, and stated that, in his opinion, Brad Rew has rescued the golf course.

Denise Ciarlo, 2563 Prestwick Drive, Richland WA shared that she spoke to Brad Rew at length about his vision for golf course. Ms. Ciarlo considers Mr. Rew's plan impressive and beneficial to the community. Ms. Ciarlo also spoke in favor of the proposed comprehensive plan amendment.

Gail Wintczak, 2852 Crosswater Loop, Richland WA spoke in support of Brad Rew investing in the Horn Rapids Golf Course, but does not want the deed restriction lifted. Ms. Wintczak also objects to filling of the pond adjacent to her house as proposed by Mr. Rew.

Jeff Hunter, 2864 Crosswater Loop, Richland WA shared that he is being asked to forfeit \$20,000 to \$40,000 in property value Mr. Rew's development is allowed to go forward as potentially proposed. Mr. Hunter asked the City to stay true to the original commitments it made when Horn Rapids was first developed.

Julie Cheville, 3148 Redhawk Drive, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Don Bogart, 2266 Copperleaf Street, Richland WA spoke in favor of the proposed comprehensive plan amendment.

Jon Ray, 2837 Troon Court, Richland WA spoke about the decline of the Horn Rapids Golf Course, and the benefit to the community by introduction of Brad Rew's proposed project. Mr. Ray encouraged the City Council to approve the proposed comprehensive plan amendment.

George Kyriazis, 2766 Stonecreek Drive, Richland WA spoke in favor of local ownership of the golf course (Brad Rew), and encouraged the City Council to approve the proposed comprehensive plan amendment.

Mayor Thompson closed the public hearing at 8:35 p.m.

7. Proposed Amendment to RMC Title 23: Zoning Regulations and the Official Zoning Map of the City of Richland - Ordinance No. 39-19

Planning Manager Mike Stevens provided the staff report on proposed Ordinance No. 39-19. Mr. Stevens reiterated the Planning Commission actions taken related to the zoning map amendments that marry with the proposed comprehensive plan amendments. Mr. Stevens pointed out that there is no zoning action associated with Mr. Rew's comprehensive plan amendment.

Mayor Thompson opened the public hearing at 8:36 p.m. The hearing was closed at 8:37. No public comment was taken.

Public Comments

No public comment was offered.

Consent Calendar

Acting Deputy City Clerk Fulton read the Consent Calendar.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Minutes - Approval

8. Approve the September 3, 2019 Council Meeting Minutes

Ordinances - First Reading

9. Ordinance No. 37-19, Amending the 2019 Budget in the General Fund and General Government Construction Fund related to Atomic Frontier Day 2019 and Rural County Capital Funds

Ordinances - Second Reading/Passage

10. Ordinance No. 35-19, Amending Chapter 5.14 of the Richland Municipal Code related to Sidewalk Use Licenses
11. Ordinance No. 36-19, Establishing and Dedicating Right-of-Way for Battelle Boulevard, Logan Street, Hagen Road, Robertson Road and Snyder Street

Resolutions – Adoption

12. Resolution No. 111-19, Authorizing a Funding Agreement with the Washington State Department of Transportation for the Duportail Bridge - Phase 2 Project
13. Resolution No. 112-19, Authorizing a Joint Grant Application with the Port of Benton to the Community Economic Revitalization Board for a Joint Stormwater Study
14. Resolution No. 113-19, Authorizing an Improved Emergency Response Services Agreement with Battelle Memorial Institute - Pacific Northwest Division
15. Resolution No. 114-19, Authorizing an Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Digester Facility Improvements

16. Resolution No. 115-19, Authorizing a Grant Application to the Washington State Department of Transportation and the Washington Utilities and Transportation Commission to Assist in Funding Kingsgate Rail Crossing Upgrades
17. Resolution No. 116-19, Authorizing a Lease Agreement with Oscar and Iliana Suarez for Operation of the Novel Café in the Richland Public Library
18. Resolution No. 118-19, Authorizing Amendment No. 11 with UtiliWorks Consulting, LLC for Phase 2 of the Advanced Metering Infrastructure (AMI) Project, and Ratifying Amendment Nos. 6 and 9

Items for Approval

19. Appointments to the Economic Development Committee: Marc Newman, Deidre Holmberg and Brad Bricker
20. Appointments to the Americans with Disabilities Citizens Review Committee: Steve Sillers and Brenda Bradley
21. Appointment to the Library Board: Karen Buxton

Expenditures - Approval

22. Expenditures from August 26, 2019 - September 6, 2019 for \$4,612,050.81 including Check Nos. 271718-272168, Wire Nos. 7723-7745, Payroll Direct Deposit Nos. 155102-155645 & 155653, Payroll Check Nos. 155646-155652 & 155654, Pension Direct Deposit Nos. 5191-5224, and Payroll Wire/ACH Nos. 11125-11156

Items of Business

23. Ordinance No. 38-19, Adopting the 2018-2019 Comprehensive Plan Amendments into the existing 2017 Comprehensive Plan

Councilmember Lukson spoke in favor of the comprehensive plan amendments and Brad Rew's vision in Horn Rapids, but cautioned about finding balance between the affected property owners and the overall benefit to the Horn Rapids community.

Councilmember Lemely expressed support for the comprehensive plan amendments, and encouraged the parties to work together to find a compromise regarding the deed restriction.

Councilmember Alvarez echoed Councilmember Lukson's comments and stated that he wants to see the development as a win-win for all involved.

Mayor Pro Tem Christensen thanked the public for attending and sharing their comments. Mr. Christensen also reassured the audience that tonight's action does not

mean that anyone is losing their view. Instead, it simply means that the process can move forward to the next step.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 38-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

24. Ordinance No. 39-19, Amending RMC Title 23: Zoning Regulations and the City's Official Zoning Map to Conform to the Updated 2017 Comprehensive Plan

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED A MOTION TO APPROVE ORDINANCE NO. 39-19 FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: THOMPSON, CHRISTENSEN, LUKSON, LEMLEY AND ALVAREZ. THOSE OPPOSED: NONE. THE MOTION CARRIED 5-0.

Reports and Comments

City Manager

City Manager Reents had no comments.

City Council

Councilmember Lemley commented favorably on Atomic Frontier Day 2019.

Councilmember Lukson spoke favorably about the value of attending ECA with Mayor Thompson and thanked City Council for supporting his attendance.

Mayor Pro Tem Christensen shared that September 17 is Constitution Day, which should be honored. Mayor Pro Tem Christensen also spoke favorably about Atomic Frontier Day 2019, and encouraged City Council and staff to introduce Atomic Frontier Day as a reoccurring event since it is likely to benefit tourism and economic development.

Mayor

Mayor Thompson shared the importance of paying attention to the federal environmental issues at Hanford, and spoke favorably about the value of attending ECA with Councilmember Lukson. Mr. Thompson also spoke favorably about Atomic Frontier Day 2019 and the evening's public participation.

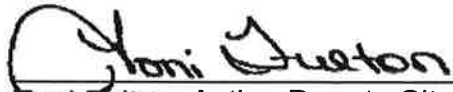
Adjournment

Mayor Thompson adjourned the meeting at 8:55 p.m.

APPROVED:


Robert J. Thompson, Mayor

ATTESTED:


Toni Fulton, Acting Deputy City Clerk

Date Approved: October 1, 2019

Date Published: October 2, 2019



The Horn Rapids View

Start of the 2020 season

Winter is finally coming to an end and we're looking forward to the 2020 season! We made a lot of progress during the winter but there's still more to do to improve the course. Here's an update about where we are and where we're headed.

It's our First Anniversary!

Horn Rapids changed ownership on March 14, 2019, and we're celebrating our first anniversary!

Maintenance has been busy over the winter

There has been a lot of work behind the scenes over the last several months, and we're confident that you will see significant improvements this year!

During the winter, the maintenance shed has been completely cleaned up and reorganized to make room for new workspaces, repair bays, and material bays.

Old equipment has been either refurbished or replaced. The course now has a new hydraulic seeder and rough mower. The seeder injects grass seed into the ground so the wind won't blow it away. We got rid of the gang unit with the reel mowers and replaced it with a new rough mower with "independent suspension" to give a cleaner cut to the rough.

The greens mowers have been equipped with new Verticutter reels which we expect to use on a regular basis to help promote healthy growth. The greens will also benefit from a new spreader to drop fine sand, and new rollers. For the bunkers, we have a SandPro® for better maintenance.

What about the greens?

The greens will be punched, sanded, seeded, and rolled on April 13-14. Horn Rapids will be using a state-of-the-art puncher to reduce compaction and aerate the greens. Some of the greens (especially holes #2, #3, and #12) need special attention. We plan to break up the crust that's formed on the dry spots and double-punch those greens. We'll then apply fine sand and seed and give the greens special care to heal and renew. We estimate that it will take six weeks before the greens are fully healthy again. For areas that are especially problematic, we may transplant grafts from the practice green behind the hole #1 tee box to expedite recovery. Our plan is to have beautiful, smooth greens by June 1!

Water starts flowing March 16

All three pumps are working and we have plenty of pressure to all parts of the golf course.

Fairways, rough, and tee boxes

We're prepared to drop \$15,000 worth of fertilizer and weed control on the entire course as soon as the water is turned on. This will be done in multiple applications and we expect rapid growth in the first month. During this time, clover tends to be a problem, but we plan on some special applications to control this growth.

The new rough mower will deliver a more consistent cut to the rough areas without scalping, and our new Sidewinder mower will provide a precision cut around the greens and bunkers.

Tee boxes will all be sanded, seeded, top-dressed, and rolled. Some of the tee boxes, such as those on holes #5



and #13, need special attention, and we will likely transplant sod from the driving range to those areas.

There are deep ruts on several holes where carts enter/exit the fairway. Those rutted areas will be leveled and we will use stakes and ropes to better direct traffic around the fairways to prevent future damage.

New 150-yard markers

Have you seen the new 150-yard markers? We installed white capped PVC pipes to show yardage and provide golfers with clear aiming points. If a ball lands near the markers, they can be easily removed if they obstruct stance and/or swing.

Practice area

We are implementing a new policy in an effort to protect the teeing ground on the driving range. High school teams who practice on the range from 3:00-5:00 p.m. will be required to use the mats only. We expect that this one change will make a big difference!

Irrigation

All of the sprinklers that were in the original design of the golf course are now functional. Many had become covered with sod and had to be dug out. Many more were broken and were replaced with new head units. Now, with three working pumps and plenty of pressure, we will be able to irrigate all parts of the course when the irrigation water arrives. This will allow us to seed areas that have not received water for a long time and extend the grass areas on the course. One example is the dry area left of the hole #6 green. Do you remember when there used to be grass there? It's coming back!

We've also repaired many of the irrigation access points around the course which will allow for spot watering of tees and greens.

Proper irrigation is a high priority and so we've assigned Pat LaFortune the role of Irrigation Specialist; his primary

responsibility is to ensure that all areas of the course are properly watered.

Clubhouse renovations

Renovations on the clubhouse will begin in mid-March. We plan to install new doors, lighting, and trim. Walls will be painted and some walls will be given a new façade.

The Pro Shop layout will change and will feature a larger desk with a display case and a small apparel corner. We plan to have a kiosk that allows visitors to order directly from Nike, Titleist, and Callaway.

In the café, we're planning to add new television screens and new furniture with softer seating. The snack bar counter will eventually be replaced with a full-service bar, however that installation will need to wait until the second phase of renovations, because it requires an extra round of permits and inspections.

The café will continue to serve beverages, snacks, and deli sandwiches during the renovation; however, the full café menu will not be served until the renovations are complete at the end of April.

Event Center is done!

Renovations on the Event Center are 99% complete and the facility is ready for use. Reservations are filling up quickly – there are already nine weddings booked for the Event Center in 2020!

Townhome project moving forward

Our original vision for the course remains unchanged – we intend to build a set of townhomes along the 18th fairway, modify the parking for the course, and eventually completely rebuild the clubhouse. Funding for these projects will come from sales of the townhomes.

Despite some initial obstacles, we've made great progress in clearing the path to move forward and we expect to receive final approval from the City Council when the plans come before them for the last time. The best-case scenario is that we'll be ready to break ground by mid-



June. The worst-case scenario is that we will need to wait until September. We expect that the townhomes will sell briskly – there are over 250 names on the list of people who are interested in the approximately 60 planned units.

The project will be executed in phases. Phase I will see the construction of about one-half of the townhomes on the southeastern end of the building zone. Phase II will complete the townhomes and re-establish the parking lot. A future Phase III will then focus on the demolition of the existing clubhouse and the construction of a brand new facility to include the pro shop, café, cart barn, meeting rooms, and possibly fitness and other recreation spaces.

Tournaments

We already have a number of tournaments planned for the 2020 golf season. Six of these will be organized by the Horn Rapids Players Club for its members (see schedule below). Several others will be organized by the golf course for public play, while still others will be hosted by various Tri-City organizations. Check out the Calendar page on the Horn Rapids website for more information (hornrapidsgolfcourse.com).

2020 Players Club Tournaments

April 11: Opening Scramble

May 9: Yellow Ball

July 4: Red, White, and Blue Member-Guest

August 22-23: Club Championship

September 19: Two-Player Better Ball

October 17: Closing Shamble

Not a member of the Players Club? You can join by registering at hornrapidsgolfcourse.com/players-club/

Canyon Lakes, Zintel Creek, and other clubs in a two-day stroke play competition. Each club will be guaranteed eight slots and the competition will be flighted by skill level. Dates and details are still TBD, but stay tuned for more information!

What you can do to help

As we endeavor to become the best destination course in the region, we could use some help from the players. First, be mindful of where you are driving your carts. Please keep carts out of the natural areas and away from the greens. Remember, if there isn't asphalt or grass under your wheels, you're probably in an area where you're not supposed to be. So set a good example for our visitors and feel free to politely challenge those who have wandered from the fairways and paved cart paths.

Secondly, please practice good golf course etiquette by replacing or sanding divots, repairing ball marks on greens, and picking up broken tees on the tee blocks and placing them in the green receptacles (broken tees wreak havoc with the mowers).

Lastly, we very much appreciate the volunteerism that has been a mainstay of Horn Rapids golf. Watch for the announcements for Volunteer Day on April 4 and consider, if you haven't already, participating in the Adopt-A-Hole program. Information and sign-up sheets are available in the clubhouse; there are several holes still available for adoption.

We thank you immensely for your consideration and contributions. Together we will achieve our vision of becoming the best destination golf course in the region.

The Horn Rapids View provides updates about the golf course, facilities, tournaments, and events at the Horn Rapids Golf Course. For questions or comments, contact the Horn Rapids Players Club at hornrapidsplayersclub@gmail.com

Copyright © 2020 Horn Rapids Golf Course

Yeah, but who's the best?

We're going to find out in 2020! Horn Rapids will be hosting a tournament that will crown one club as the Tri-City Champions. We will invite players from Horn Rapids, Columbia Point, Meadow Springs, Sun Willows,

Attachment 23



CITY OF RICHLAND NOTICE OF APPLICATION, VIRTUAL PUBLIC HEARING AND OPTIONAL DNS (PUD2021-101 & EA2020-133)

Notice is hereby given that HJBT Properties have filed an application for a 54-unit Planned Unit Development referred to as The Links Residence at Horn Rapids. The site is generally located at 2800 Clubhouse Lane, Richland, WA. The specific location of the proposed development is along the eastern boundary of the 18th hole of Horn Rapids Golf Course and south of the existing pro-shop.

The Richland Hearings Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, May 10, 2021. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website (www.ci.richland.wa.us).

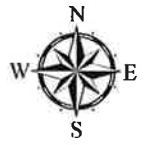
Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance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

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments regarding the SEPA DNS and/or the Planned Unit Development should be received no later than 5:00 p.m. on Friday, April 30, 2021 to be incorporated into the staff report. Written comments will be allowed to be submitted up to 6:00 p.m., Sunday, May 9, 2021. Written comments received after the cut-off time will not be accepted; however verbal comments may still be presented during the virtual public hearing (www.ci.richland.wa.us).

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: Planned Unit Development (Zoning)
Applicant: HJBT Properties
File #: PUD2020-101



Attachment 24

LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)
1	4,824	3,880	15	3,485	1,735	27	4,125	3,380
2	3,380	1,985	16	3,380	1,985	28	3,485	1,735
3	3,380	1,985	17	3,380	1,985	29	3,485	1,735
4	4,125	3,380	18	3,485	1,735	30	4,125	3,380
5	4,125	3,380	19	3,485	1,735	31	4,125	3,380
6	4,125	3,380	20	3,485	1,735	32	4,125	3,380
7	4,125	3,380	21	3,485	1,735	33	4,125	3,380
8	4,125	3,380	22	3,485	1,735	34	4,125	3,380
9	4,125	3,380	23	3,485	1,735	35	4,125	3,380
10	4,125	3,380	24	3,485	1,735	36	4,125	3,380
11	4,125	3,380	25	3,485	1,735	37	4,125	3,380
12	4,125	3,380	26	3,485	1,735	38	4,125	3,380
13	4,125	3,380	27	3,485	1,735	39	4,125	3,380
14	4,125	3,380	28	3,485	1,735	40	4,125	3,380
15	4,125	3,380	29	3,485	1,735	41	4,125	3,380
16	4,125	3,380	30	3,485	1,735	42	4,125	3,380
17	4,125	3,380	31	3,485	1,735	43	4,125	3,380
18	4,125	3,380	32	3,485	1,735	44	4,125	3,380
19	4,125	3,380	33	3,485	1,735	45	4,125	3,380
20	4,125	3,380	34	3,485	1,735	46	4,125	3,380
21	4,125	3,380	35	3,485	1,735	47	4,125	3,380
22	4,125	3,380	36	3,485	1,735	48	4,125	3,380
23	4,125	3,380	37	3,485	1,735	49	4,125	3,380
24	4,125	3,380	38	3,485	1,735	50	4,125	3,380
25	4,125	3,380	39	3,485	1,735	51	4,125	3,380
26	4,125	3,380	40	3,485	1,735	52	4,125	3,380
27	4,125	3,380	41	3,485	1,735	53	4,125	3,380
28	4,125	3,380	42	3,485	1,735	54	4,125	3,380
29	4,125	3,380	43	3,485	1,735	55	4,125	3,380
30	4,125	3,380	44	3,485	1,735	56	4,125	3,380
31	4,125	3,380	45	3,485	1,735	57	4,125	3,380
32	4,125	3,380	46	3,485	1,735	58	4,125	3,380
33	4,125	3,380	47	3,485	1,735	59	4,125	3,380
34	4,125	3,380	48	3,485	1,735	60	4,125	3,380
35	4,125	3,380	49	3,485	1,735	61	4,125	3,380
36	4,125	3,380	50	3,485	1,735	62	4,125	3,380
37	4,125	3,380	51	3,485	1,735	63	4,125	3,380
38	4,125	3,380	52	3,485	1,735	64	4,125	3,380
39	4,125	3,380	53	3,485	1,735	65	4,125	3,380
40	4,125	3,380	54	3,485	1,735	66	4,125	3,380
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42	4,125	3,380	56	3,485	1,735	68	4,125	3,380
43	4,125	3,380	57	3,485	1,735	69	4,125	3,380
44	4,125	3,380	58	3,485	1,735	70	4,125	3,380
45	4,125	3,380	59	3,485	1,735	71	4,125	3,380
46	4,125	3,380	60	3,485	1,735	72	4,125	3,380
47	4,125	3,380	61	3,485	1,735	73	4,125	3,380
48	4,125	3,380	62	3,485	1,735	74	4,125	3,380
49	4,125	3,380	63	3,485	1,735	75	4,125	3,380
50	4,125	3,380	64	3,485	1,735	76	4,125	3,380
51	4,125	3,380	65	3,485	1,735	77	4,125	3,380
52	4,125	3,380	66	3,485	1,735	78	4,125	3,380
53	4,125	3,380	67	3,485	1,735	79	4,125	3,380
54	4,125	3,380	68	3,485	1,735	80	4,125	3,380
55	4,125	3,380	69	3,485	1,735	81	4,125	3,380
56	4,125	3,380	70	3,485	1,735	82	4,125	3,380
57	4,125	3,380	71	3,485	1,735	83	4,125	3,380
58	4,125	3,380	72	3,485	1,735	84	4,125	3,380
59	4,125	3,380	73	3,485	1,735	85	4,125	3,380
60	4,125	3,380	74	3,485	1,735	86	4,125	3,380
61	4,125	3,380	75	3,485	1,735	87	4,125	3,380
62	4,125	3,380	76	3,485	1,735	88	4,125	3,380
63	4,125	3,380	77	3,485	1,735	89	4,125	3,380
64	4,125	3,380	78	3,485	1,735	90	4,125	3,380
65	4,125	3,380	79	3,485	1,735	91	4,125	3,380
66	4,125	3,380	80	3,485	1,735	92	4,125	3,380
67	4,125	3,380	81	3,485	1,735	93	4,125	3,380
68	4,125	3,380	82	3,485	1,735	94	4,125	3,380
69	4,125	3,380	83	3,485	1,735	95	4,125	3,380
70	4,125	3,380	84	3,485	1,735	96	4,125	3,380
71	4,125	3,380	85	3,485	1,735	97	4,125	3,380
72	4,125	3,380	86	3,485	1,735	98	4,125	3,380
73	4,125	3,380	87	3,485	1,735	99	4,125	3,380
74	4,125	3,380	88	3,485	1,735	100	4,125	3,380

NOTES: * DENOTES MINIMUM LOT SIZE ** DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,888 SQ. FT.

SITE ACREAGE & DENSITY

- TOTAL RESIDENTIAL SITE ACREAGE: 316.871 SQ. FT. (7.27 ACRES)
- TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
- PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE. ALSO SEE CITY NOTE 10.
- DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65.521 SQ. FT. (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE.

KEYED NOTES

- 20' WIDE PRIVATE DRIVE
- 20' DEEP RESIDENTIAL DRIVEWAY, TYPICAL
- RESIDENTIAL DRIVEWAY, 18' x 8' PARKING SPACES
- NEW 15'-0" WIDE ELECTRICAL EASEMENT
- EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 22' OUTSIDE AND 37' INSIDE
- 5' WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARD
- NEW 20' WIDE DRIVEWAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
- 20' DEEP MINIMUM TYPICAL DRIVEWAY
- GOLF CLUB HOUSE PARKING, 18' x 8' PARKING SPACES
- NEW RESIDENTIAL TOWN HOME: MAXIMUM LOT COVERAGE = 50% TYPICAL FOOTPRINT PER UNIT = 1,144 SQ. FT. TYPICAL LOT SIZE 100' x 32' = 3,488 SQ. FT. MAXIMUM BUILDING HEIGHT = 30'-0" MINIMUM FRONT YARD SETBACK = 15'-0" MINIMUM REAR YARD SETBACK = 20'-0" MINIMUM SIDE YARD SETBACK = 5'-0" MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE: ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
- 30' RADIUS EMERGENCY VEHICLE ACCESS AT TURNAROUND FOR DRIVEWAY PRIVATE ROADWAY
- HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STOPPING FOR REQUIREMENTS OF IAC 51-40 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



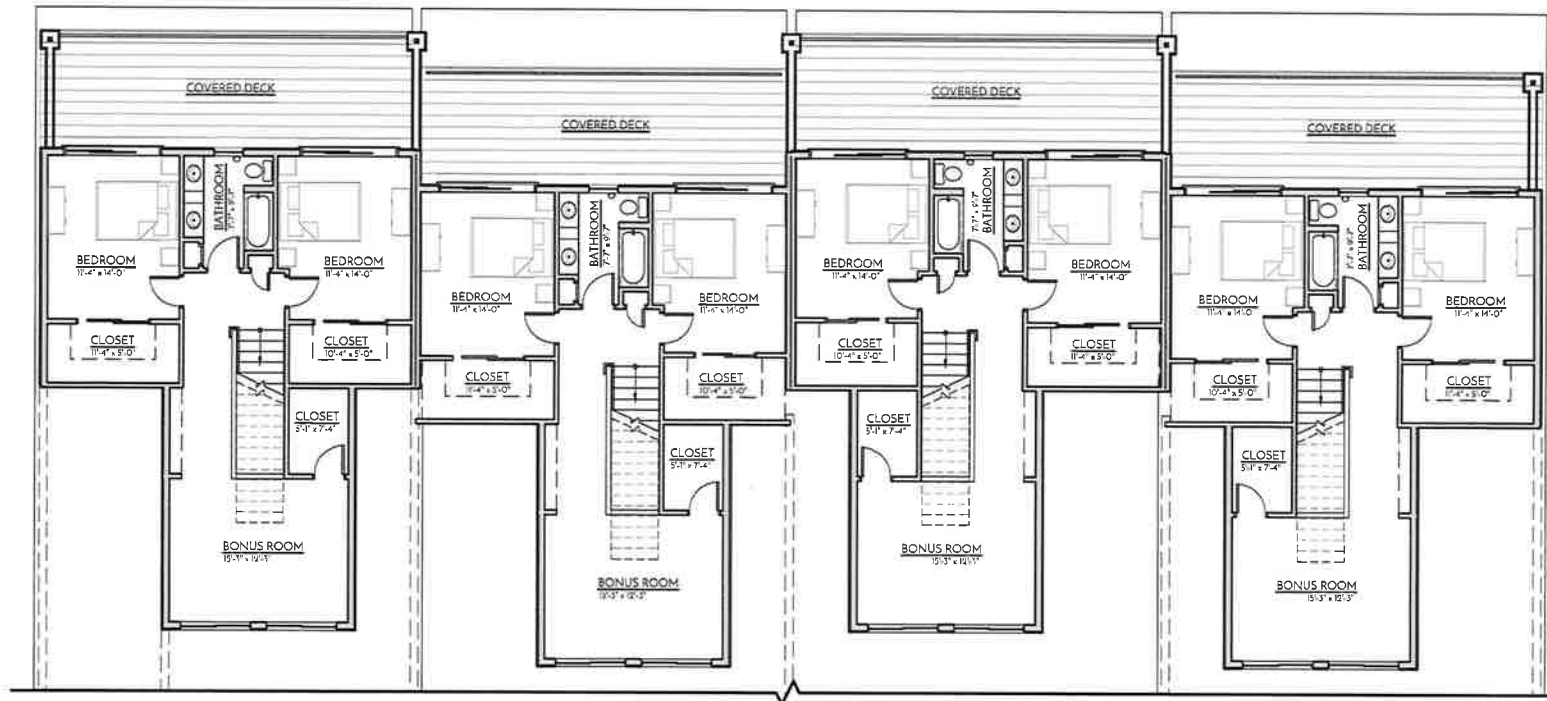


HORN RAPIDS TOWN HOMES - TYPE 'A' - FIRST FLOOR PLAN

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C²
ARCHITECTS, P.S.





SECOND FLOOR PLAN
(910 NET SQ. FT. PER UNIT)

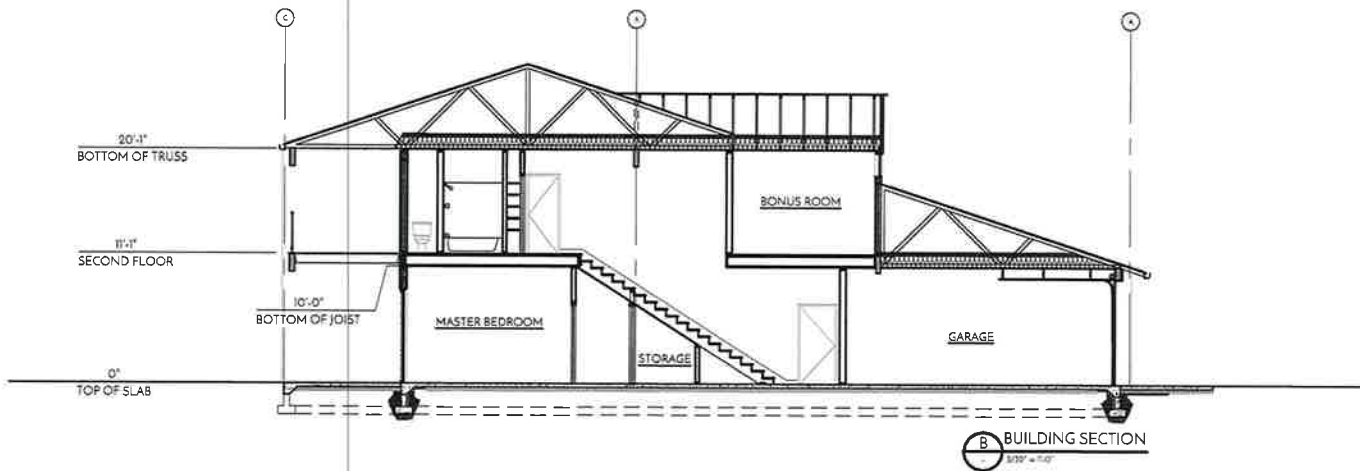
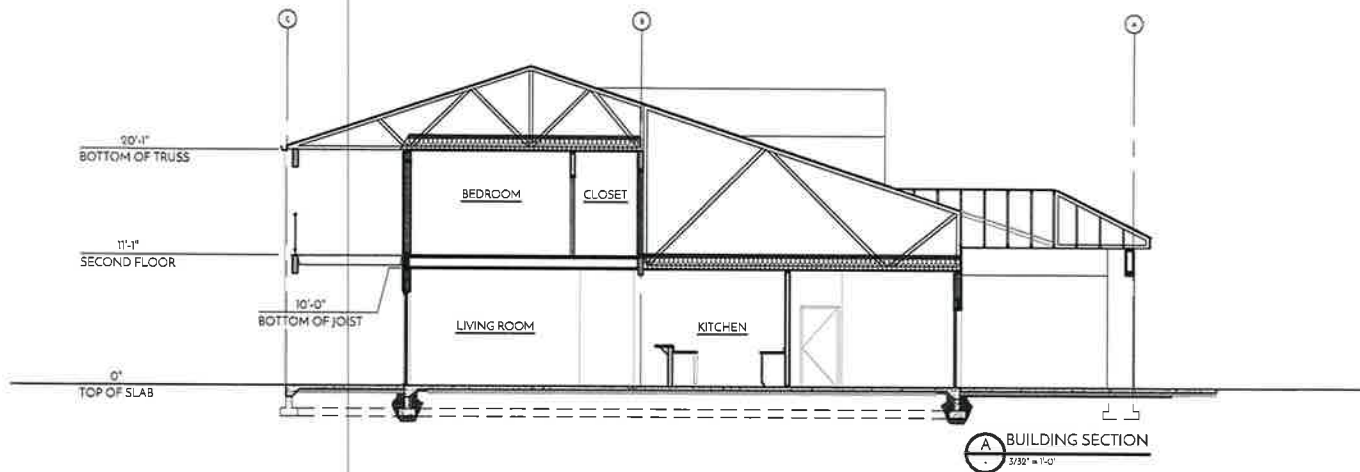
0 4' 8' 16'
SCALE: 3/32" = 1'-0"

HORN RAPIDS TOWN HOMES - TYPE 'A' - SECOND FLOOR PLAN

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C²
ARCHITECTS, P.S.





HORN RAPIDS TOWN HOMES - TYPE 'A' - BUILDING SECTIONS

HORN RAPIDS | RICHLAND, WA

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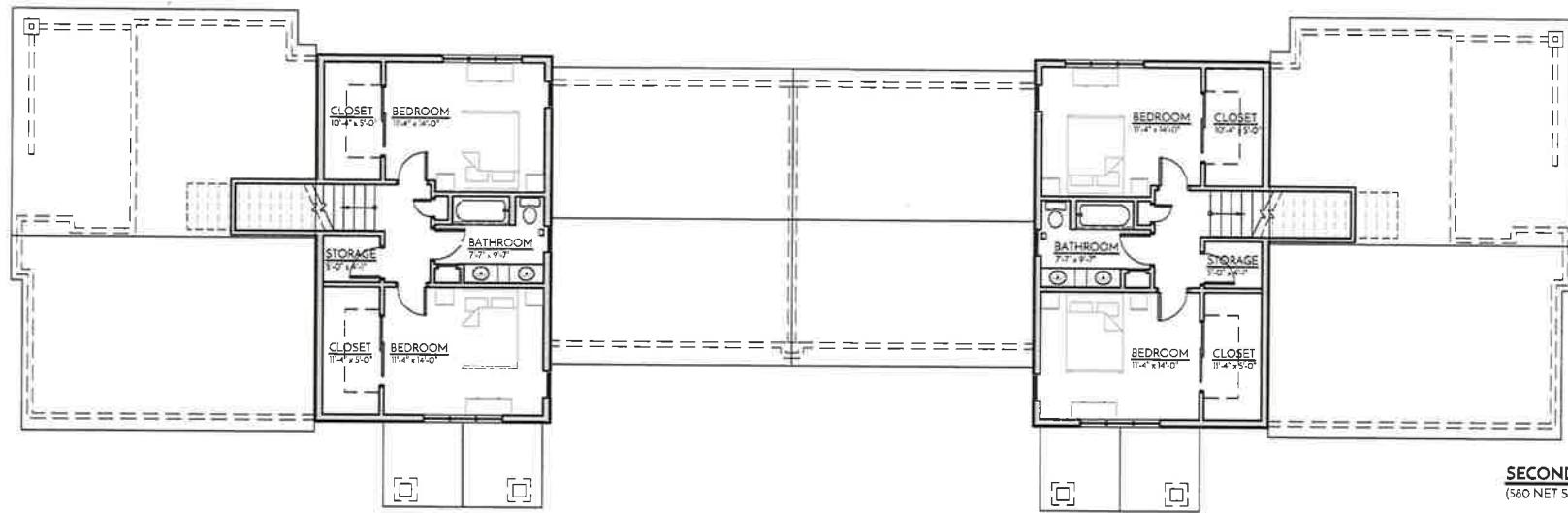
2017 JUL 04 4016



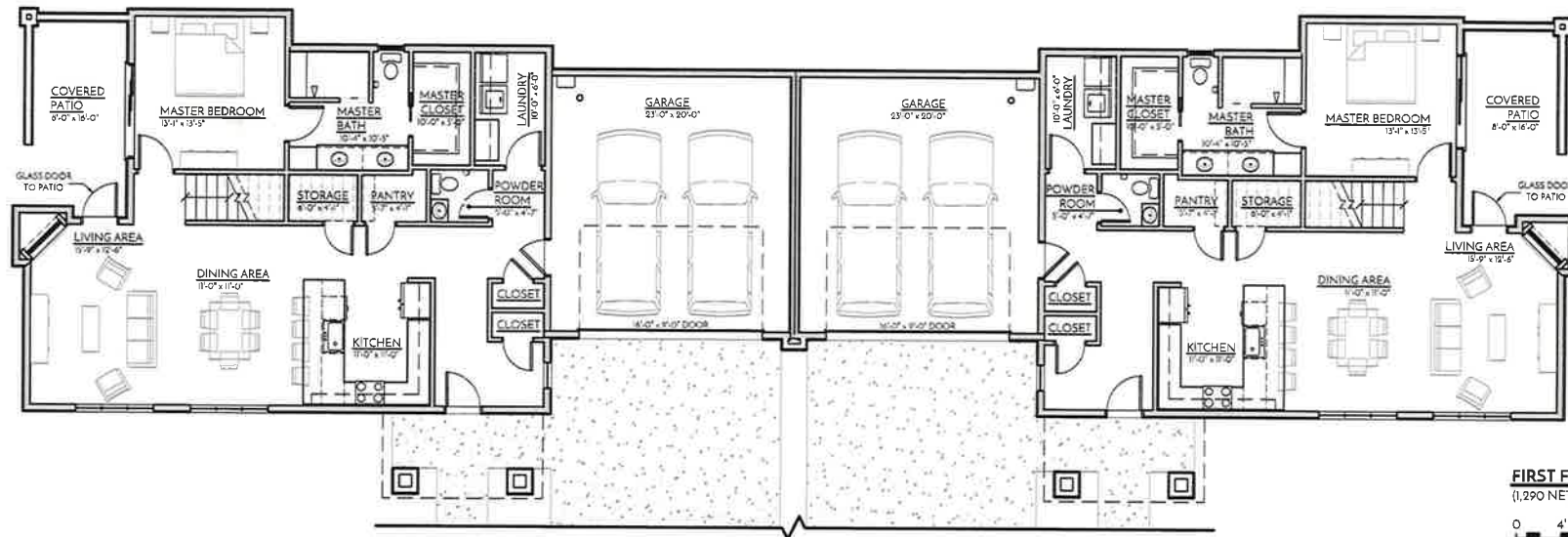
HORN RAPIDS TOWN HOMES - TYPE 'A' - RENDERINGS
HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.





SECOND FLOOR PLAN
(580 NET SQ. FT. PER UNIT)



FIRST FLOOR PLAN
(1,290 NET SQ. FT. PER UNIT)

0 4' 8' 16'
SCALE: 3/32" = 1'-0"

HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 1

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



2019 JUL 08 - 4018

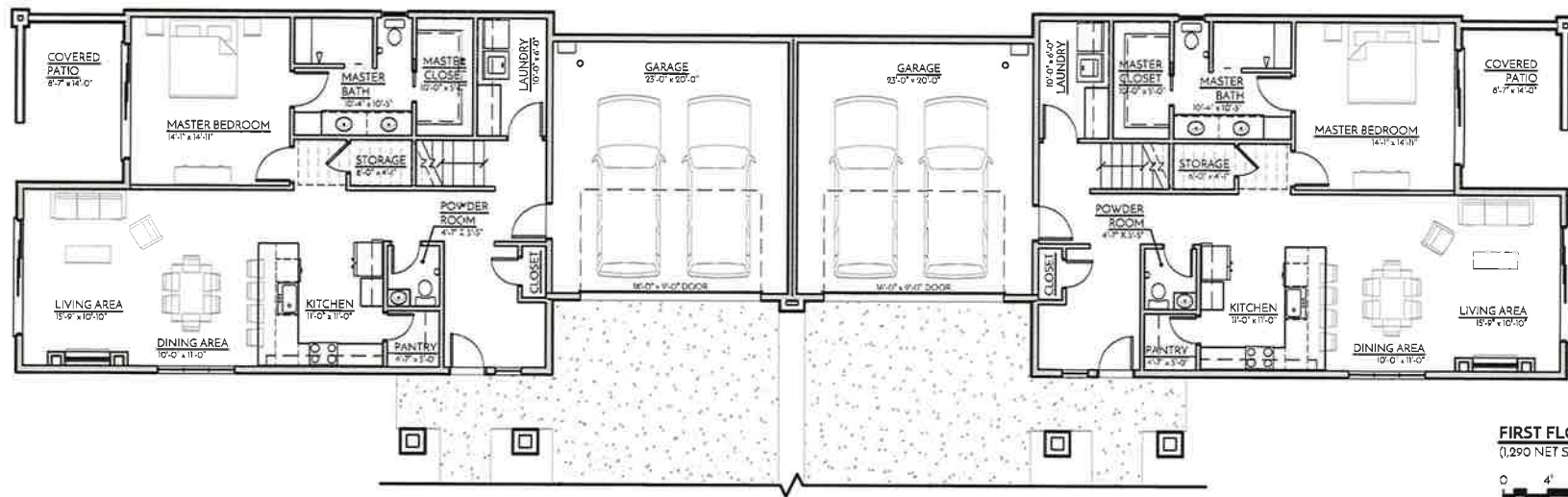
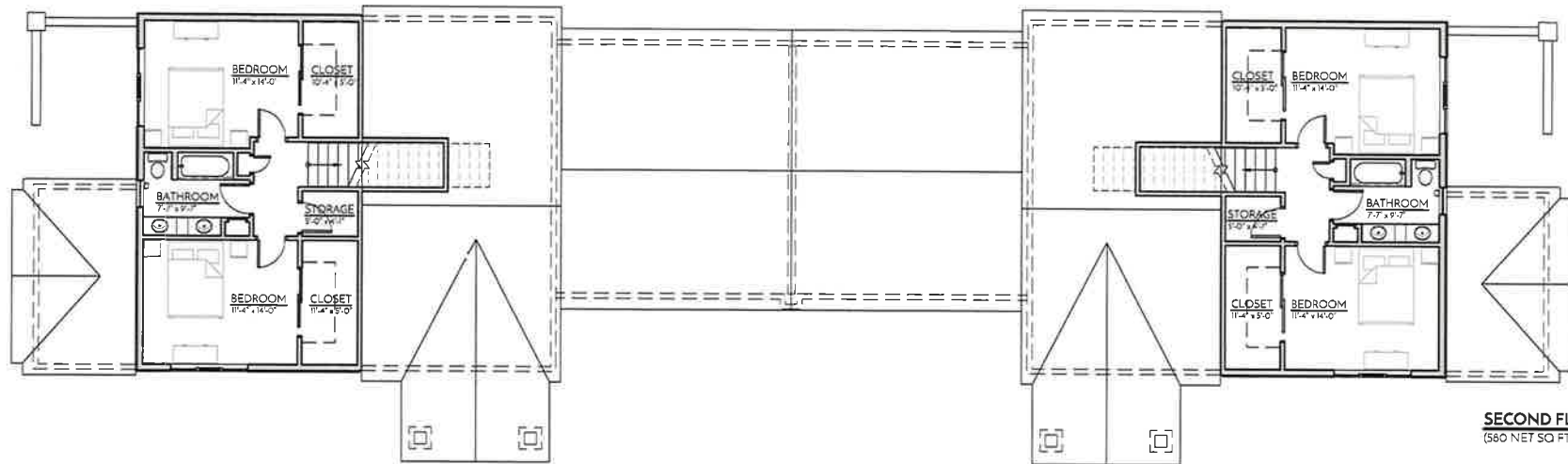


HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 1
HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C^o
ARCHITECTS, P.S.



TOWN / 08-10-18



HORN RAPIDS TOWN HOMES - TYPE 'B' - FIRST & SECOND FLOOR PLANS - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & C²
ARCHITECTS, P.S.



2019.12.18 4010



HORN RAPIDS TOWN HOMES - TYPE 'B' - RENDERING - OPTION 2

HORN RAPIDS | RICHLAND, WA

ARCHIBALD & Co
ARCHITECTS, P.S.



Attachment 25

May 5, 2021

Steve Lorence
Janal Lorence
2858 Crosswater Loop
Richland, WA 99354

Re: Current Market Analysis

Dear Steve and Janal,

I have been a licensed Real Estate Broker in the state of Washington for 12 years. All of that time my area of focus has been the Tri Cities area. We have grown tremendously in the past several years and continue to grow. Home values are definitely on the rise as the inventory is at record lows. Horn Rapids has become a very desirable area with new growth, the desire for recreation and more community development.

Taking that into consideration to help place a value on your home which on the MLS was advertised as "Home on the 18th Fairway," and "Beautiful Pahlisch Home on the golf course." I would place an approximate price range at between \$520,000. and \$540,000. This of course is a range that, includes the value of being on the golf course.

If the proposed Horn Rapids Town Homes are to be approved and built blocking you from the golf course frontage and location on the 18th fairway like the plans show, the value could be considerably less. The way I see the plans for the Town Homes, it will remove the frontage/fairway and add a turnaround directly at your backyard with lights into your private main floor master suite. The fencing that was required for a golf course frontage would not be adequate to maintain any sense of privacy and take away the enjoyment and use of your backyard.

I would be very unhappy and disappointed as I know you and your neighboring home owners are with the planned development taking away from the value and enjoyment of your homes.

Please feel free to contact me if you have any further questions or if I can be of further assistance.

Respectfully,



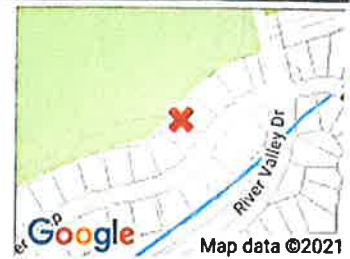
Vicki Wright
Berkshire Hathaway HomeServices Tri Cities Real Estate

ALL FIELDS DETAIL



MLS # 181174
Status Sold
Type Single Family
County Benton
Address 2858 Crosswater Loop
Headline Master on Main, Great Room, Home on 18th fairway
City Richland
State WA
Zip 99354
Class RESIDENTIAL
Asking Price \$397,500
Sale/Rent For Sale
Virtual Tour Virtual Tour

Bedrooms 4
Total Baths 3
Style 1 2 Story
Style 2 Other
Garage Capacity Three
New New Complete
Ever Occupied No



GENERAL

VOW Include	Yes	VOW Address	Yes
VOW Comment	Yes	VOW AVM	Yes
Number of Acres	0.1700	FIPS Code	53005
IMAPP Address	2858+Crosswater Loop	Agent	Robert Moon - CELL: 509-205-9157
Listing Office 1	Coldwell Banker Tomlinson - Main: 509-783-4147	Listing Agent 2	
Listing Office 2		List Team	
Compensation: SA	2.5	Comp. Variable (Y/N)	No
Listing Type	Exclusive Right	Excluded Buyer Y/N	
Owner	Pahlisch Homes, Inc	Owner Phone	
Occupant	VACANT/ NEW BUILD	Occupant Phone	509-205-9157
Listing Date	3/8/2012	Expiration Date	
Subdivision	HORN RAPIDS	Neighborhood	Richland North
Total SQFT	2,826	Finished SQFT	2,826
Below Grade SQFT	0	Lot Dimensions	IRR
School District	Richland	Living Room Size	18x13
Living Room Location	Upper	Dining Room Size	12x11
Dining Room Location	MAIN	Den/Study Size	
Den/Study Location		Family Room Size	15x18
Family Room Location	MAIN	Kitchen Size	20x13
Kitchen Location	MAIN	Utility Room Size	
Utility Room Location		Bedroom 1 Size	13x17
Bedroom 1 Location	MAIN	Bedroom 2 Size	11x13
Bedroom 2 Location	UPPER	Bedroom 3 Size	10x11
Bedroom 3 Location	UPPER	Bedroom 4 Size	12x14
Bedroom 4 Location	MAIN	Bedroom 5 Size	
Bedroom 5 Location		Bedroom 6 Size	
Bedroom 6 Location		# of Full Baths	2
# of 3/4 Baths	1	# of 1/2 Baths	0
Garage Dimensions	3+	Year Built	2012
Zoning Type	SINGLE FAMILY R	Sale Includes	Cooktop, Venthood, Walloven, M/W, D/W, G/D
Cross Street		New Construction (Y/N)	Yes
Proposed New Const. Start Date	2/1/2012	Proposed New Const. End Date	6/30/2012
Tax Parcel #	128083030000004	Directions	Horn Rapids, L River Valley, R Crosswater Loop
Off Market Date		Associated Document Count	7
Cumulative DOM	264	Lock Box	Yes
Lock Box Serial#	30077637	Latitude	
Longitude		Search By Map	
Tax ID	53005	Update Date	1/14/2018
Status Date	1/15/2013	HotSheet Date	1/15/2013
Price Date	1/15/2013	Input Date	3/8/2012 1:13 PM
Original Price	\$410,000	Agent Hit Count	
Client Hit Count		Days On MLS	264
Days On Market	264	Price Per Sqft	\$138.62

MLS #: 181174

05/06/2021 12:08 PM

Page 1 of 3

GENERAL

Lot Sq Ft		Basement	
Tax Open Spaces		Park Name	
Make/Model		Serial #/VIN	
Rules Y/N		Application Y/N	
Unit/Space #		Lock Box Location	
Distressed Property		Original MLS ID	
Originating MLS	Tri City	Space Rent	
Sellers Title Ins. Co		IDX Include	Y
Insp/Feasibility Duration		Bump Period	
Auction		Percentage of Finished Below-Grade	
Bankowned/REO		Square Footage	
Builder Name		HUD	
Picture Count	1	Geocode Quality	
Comments / Concessions	Not Disclosing Concession	Sold Price Per SQFT	\$138.62
Update Date	1/14/2018 11:02 PM	Input Date	3/8/2012 1:13 PM

FEATURES

APPLIANCES	FLOORING	POOL	STREET/ROAD INFO
Cook Top	Carpet	Community Pool	Curbs
Dishwasher	FOUNDATION/CONST	Gunite/Concrete	Paved
Garbage Disposal	Concrete	Heated Solar	Sidewalks
Microwave Oven	Crawl Space	In Ground	Street Lights
Oven	GARAGE/PARKING	Membership Included	UTILITIES
Refrigerator	Attached	PROPERTY DESCRIPTION	Appliances-Electric
AVAILABLE FINANCING	Door Opener	Building Restrictions	Appliances-Gas
Cash	Finished	Frontage - Golf Course	Cable
Conventional	See Remarks	Located in City Limits	Electric
FHA	HVAC	No Manuf Homes	Gas
VA	Forced Air	Open Space (Ag)	WATER/SEWER
CONSTR. TYPE/EXTERIOR	Gas - Heating	Plat Map - Recorded	Water - Public
Rock	Central Air	View	Sewer - Connected
Stucco	INTERIOR	ROOF	WINDOWS
Concrete Board	Ceiling - Coffered	Comp Shingle	Windows - Double
CLOSING/POSSESSION	Ceiling - Vaulted	ROOMS	Windows - Vinyl
Closing	Skylight(s)	Bath - Master	
EXTERIOR FEATURES	IRRIGATION SYSTEM	Breakfast Bar	
Patio/Covered	Entire Property	Dining - Kitchen/Combo	
Irrigation	UGS Timed	Room - Bonus	
FIREPLACE/FREESTAND STOVE	Connected	Master - Main Level	
1		Room - Great	
FP - "0" Clear		Tub - Garden	
FP - Gas		Room - Utility	
		Walk In Closet(s)	

FINANCIAL

HOA/Condo Fees	110Q	LID Amount Owed	
Irrigation Assmt	197Y	Annual Taxes	TBD
Tax Year	2012	Lease Option (Y/N)	No
Special Tax Desig. (Y/N)	No	1031 Exchange (Y/N)	No
Financing Remarks	Cash, Conv, FHA, VA		

SOLD STATUS

How Sold	Conventional	Contract Date	11/27/2012
Closing Date	1/15/2013	Sold Price	\$391,750
Selling Agent 1	Janet W Karback - CELL: 509-430-4200	Selling Office 1	Coldwell Banker Tomlinson - Main: 509-783-4147
Selling Agent 2		Selling Office 2	
Sell Team		Days Under Contract	
Closing Agent	Stewart	Appraiser	TSI Apprsl

AGENT CONF. REMARKS

Agent Conf. Remarks (CW Lot 4 "Mackenzie") Beautiful Pahlisch Home on the golf course. This home has a master on the main and a guest suite on the main floor. 2 bedrooms upstairs, a small loft/gallery area with built in desk and a large Bonus Room upstairs. This home also has an oversized garage and the 3rd bay has a 10'x10' door and is 28' deep. The 2 car bay has a 16'x8' door. "The Mackenzie Plan by Pahlisch Homes." Please use Stewart Title and Escrow Jen Clappitt. No commissions paid on cash concessions.

PUBLIC REMARKS

Public Remarks Beautiful Pahlisch Home on the golf course. This home has a master on the main and a guest suite on the main floor. 2 bedrooms upstairs, and a large bonus room upstairs, a loft/gallery area featuring built in desk . This home also has an oversized garage and the 3rd bay has a 10'x10 'door and is 28' deep. The 2 car bay has a 16'x8' door. "The Makenzie Plan by Pahlisch Homes." Refridgerator is included in the sale.

SYNDICATION REMARKS

Syndication Remarks

DISCLAIMER

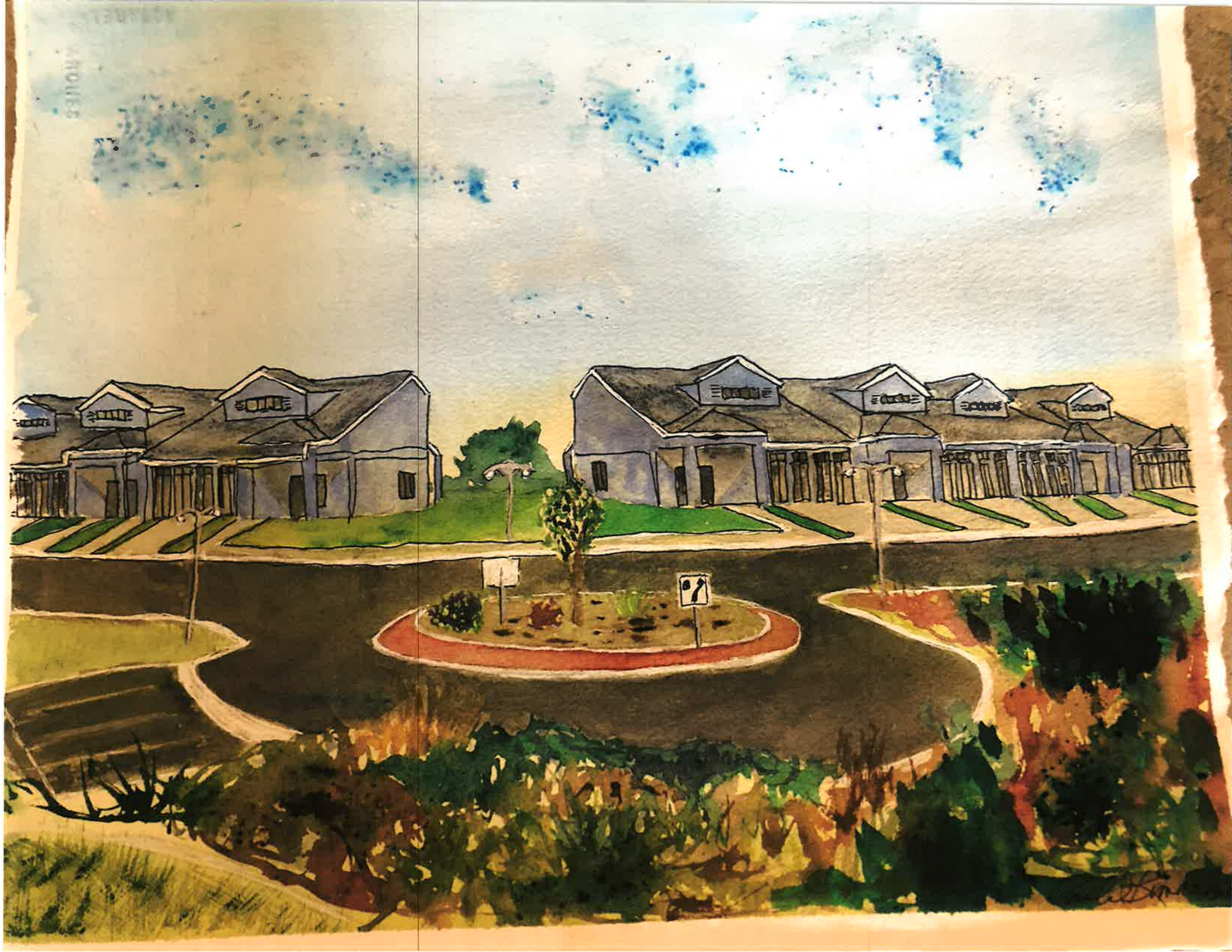
This information is deemed reliable, but not guaranteed and should be independently verified.

Attachment 26











Tim & Michele McLain

2876 Crosswater Loop
Richland, WA 99354
mclain180@me.com

May 9, 2021

Mr. Mike Stevens
625 Swift Boulevard, MS-35
Richland, WA 99352

Dear Mr. Stevens,

This letter addresses the proposed Planned Unit Development known as The Links at Horn Rapids. While we support the Applicant's stated goal of maintaining a vibrant and successful golf course, we do not support the proposed design of the development. The current plan shows two-story townhomes, driveways, and roads with their associated street lights being built within feet of our home. This will severely reduce our quality of life, eliminate the natural environment that attracts a variety of birds and other wildlife, as well as decimate the property value of our house.

We purchased our home in September of 2020. It was important to us to find a home that provided a view, did not back up to other houses, and was not encircled by a privacy fence or wall. We paid a premium for this property because of the golf course view and the quality of life that it would provide. During our house-hunting, which was done virtually because of the pandemic, we passed on multiple, less expensive houses that had similar floor plans and square footage but did not provide the openness and golf course views that we found so appealing in our current home.

Since moving in, we have greatly enjoyed watching the golfers, but even more so, the vast variety of birds that live in the natural area behind our home. It is not uncommon to see five or six different species of birds at the same time. The most entertaining are the quail that live in the sage bushes and come to our bird feeders. Without maintaining a "green belt" between our home and the proposed development, most of this will be lost.

As stated earlier, we paid a premium for our home because of the unrestricted golf course view. If allowed to move forward as currently planned, this new development

will have a major impact on the value of our home. We have seen estimates from other neighbors whose homes will also be impacted that show values could decrease by \$30,000 to \$40,000. Allowing this to happen to eight property owners who purchased their homes in good faith with the understanding that the City of Richland had designated that land as unbuildable is not right. Having just purchased our home last year, this will put us underwater on our mortgage.

Our understanding is the Applicant has stated that the profits from these townhomes will be used to upgrade the golf course. Having never met him, we will take him at his word. These profits, however, are being generated, in part, at our expense. If the City Council approves the Applicant's plan as presented, it would be the equivalent of assessing a \$30K - \$40K fee on each of the homeowners directly affected by this project to pay for upgrades to a privately owned golf course.

We want to reemphasize that we want Horn Rapids and the golf course to prosper. That is in everyone's best interest. We think that this can be achieved if the Applicant is willing to compromise or the City Council places limits on the development. To maintain our property value and quality of life, we request allowing the development to move forward with the following adjustments: reduce the number of units being built by eliminating lots 19-32, eliminate the proposed turn-around that abuts the Crosswater homes, and retain the pond that is currently on the site. By making these adjustments, the Applicant still benefits from the development, the current homeowners maintain their golf course views, there is or will be a natural "green belt" between the Crosswater homes and the new townhomes, and property values and quality of life are not sacrificed.

Thank you for considering our concerns.

Handwritten signatures of Tim and Michele McLain in black ink.

Tim & Michele McLain

COVER LETTER

TO: Mike Stevens, City of Richland

FROM: Homeowners, Prestwick Community, Horn Rapids

DATE: 5/6/21

RE: Golf Course Development

Please see attached letters from Prestwick Homeowners. Some homeowners do not have a computer or access to email so they were unable to convey their concerns directly. The list below reflects people who are against the golf course expansion as currently presented.

Steve Conway

Kathy Conway

Judith Thomas

David Newman

Barbara Aftanas

Rob Meyers

Eileen Griffin

Jonathan Ray

Phyllis Ramos

Dear Mr. Stevens and Richland City Council Members,

I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours.

When I purchased my home, I was never told that the golf course could be used as development property. There has been a master plan in place for Horn Rapids that does not include building homes on the golf course. I do not think it should be allowed and certainly not the volume of homes proposed.

The concerns our community has are several.

- The beauty of the Prestwick community includes natural desert land, trees and the ponds. The development would eliminate most of that and replace it with buildings and parking lots. That is a huge loss to us.
- Prestwick is the first community from the entrance to Horn Rapids. With the proposed 54 additional homes, we can expect a potential of over 100 or more people coming and going through our entrance. The additional number of people would be overwhelming. Traffic will back up into Prestwick and we can anticipate that those late for work will speed through our side street to avoid the congestion on River Park. This will become extremely dangerous for those of us who live here.
- The golf course expansion plans include a large parking lot built right up to just a few yards from the back door of many of our homes. Rather than peaceful evenings, we can anticipate late nights (the restaurant stays open until 11pm) and loud noise with people leaving the restaurant to get to their cars in the parking lot, just a few yards from Prestwick homes.
- We will have no rights even to request a noise reduction or compliance with any rules or courtesy as the HOA will have no authority over the parking lot, the clubhouse, or even the homes owned by the golf course.
- The parking lot, overcrowded pool and pic-nic area and the congestion with the large number of new residents will ruin the quality of life for people in this community. Congestion, noise, traffic – all things we thought we avoided by moving to Horn Rapids.
- The lifestyle that we will be subject to will not only detract from our quality of life, but it will also detract from our home values. Who will even want to buy a home in the middle of this chaos, congestion, and crowding? Who wants to live a few yards from a large parking lot with lights?
- Some have suggested those of us impacted by the golf course should just move. For many of us, it is not that easy. We will simply have to remain in our house, watching our home values decline along with our quality of life.

I respectfully request that you **NOT** approve the golf course development plan.

David Newman
Signature

David Newman 5/5/21
Printed Name and Date

thanks a lot - D.H.

Dear Mr. Stevens and Richland City Council Members,

I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours.

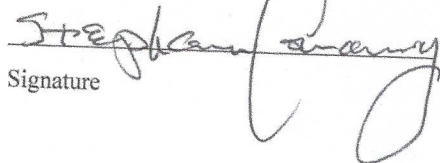
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I respectfully request that you **NOT** approve the golf course development plan.

2540 Prestwick Drive


Signature

Stephen Conaway May 5, 2021
Printed Name and Date

Dear Mr. Stevens and Richland City Council Members,

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I respectfully request that you **NOT** approve the golf course development plan.

2540 Prestwick Dr

Kathleen A. Conway
Signature

Kathleen A. Conway
Printed Name and Date

May 5, 2021

Dear Mr. Stevens and Richland City Council Members,

I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours. When I purchased my home, I was never told that the golf course could be used as development property. There has been a master plan in place for Horn Rapids that does not include building homes on the golf course. I do not think it should be allowed and certainly not the volume of homes proposed. The concerns our community has are several.

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Judith Thomas _____ May 6,
2021 _____ Signature Printed Name and Dat

Dear Mr. Stevens and Richland City Council Members,

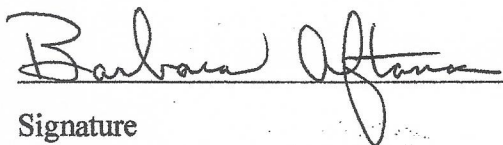
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I respectfully request that you **NOT** approve the golf course development plan.


Signature

Barbara Aftanas
Printed Name

From: [Stew Stone](#)
To: [Stevens, Mike](#)
Cc: [Stew Stone](#); [ONeill, Shane](#)
Subject: Response to PUD Application #PUD2021-101
Date: Friday, May 7, 2021 4:07:18 PM
Attachments: [HOA CC&R's Sixth Amendment 1.29.18.pdf](#)
[HOA CC&R's Legal Description Boundary Map AFN-94-18376-Parcel-Approx-Outlines.pdf](#)
[HOA Rules and Regulations Dec 2019 .pdf](#)
[Golf Course License Agreement with Legal Description 2003.pdf](#)
[Golf Course House Covenant with City Declaration Recorded on golf course.pdf](#)
[Golf Course Reconveyance with City Memo for Legal Description 2005.pdf](#)
[Golf Course Declaration of restrictive covenant missing legal description July 2005.pdf](#)
[HOA CC&R's with 6 Amendments .pdf](#)
[ICC Application page and Instructions 4 pages June 2016.pdf](#)
[ICC Builder Addendum 1 Rules & Regs & Development Standards 9.12.17.pdf](#)
[image0.jpeg](#)
[image1.jpeg](#)

May 7th, 2021

Sent Via Email
Mr. Mike Stevens
Planning Manger
City of Richland, Development Services
[625 Swift Blvd](#)
[Richland, Washington 99352](#)

RE: Public comment on proposed PUD Application No. PUD2021-101 on property commonly known as [2800 Clubhouse Ln](#), adjacent to Crosswater, Horn Rapids Master Plan Community.

Dear Mr Stevens;

Please find attached letter and exhibits regarding my statement in opposition to the proposed PUD application along with what I would propose as a reasonable compromise. I have included historical information to be placed on the record for future proceedings.

This information has been gathered from personal experience over 15 years from numerous discussions from various People involved in the development of the Horn Rapids Master Plan Community while recognized as the Horn Rapids Declarant/ Developer from 2003-2019 aka North Stone Richland LLC.

In 1993 a Master Plan was adopted by the City of Richland and the City selected Murry Franklin from Seattle, as the Developer AKA Columbia Triangle Ventures, for the housing development portion and Tenaka for the Golf Course Development. Work began in 1995 and 1995 era,.... monetary Payments to the Contractor hired to construct the Golf Course were not made and the Golf Course Developer (Tenaka) left the Country. This forced the Contractor to file for protection under his Mechanics Lien Rights. Contractor filed a Lien on the golf course property and pursued legal action (Benton County Superior Court Case number 99-2-00895-0 and docket number 04-1103) to seize the property so he could finish the work with his own private funds and recoup the losses by selling the Golf Course at a later time. At that same time a Local Improvement District (LID) Lien amount of approx \$2 million was also a Lien on the Golf Course Property.

Now the Golf Course property had a large financial burden placed on the property and the Contractor continued his legal process which lasted for Approx 7 years. Very little home

construction occurred during this 7 year period. When the Court handed down its Ruling it was 220/2003 time frame. The Contractor and the City agreed to have Contractor keep possession of the property under a License Agreement to operate & maintain the Golf Course under its present condition which had been fully developed prior to that point in time. Additional agreements were in place between the City and the Contractor which provided for the LID to be removed in the future and the Contractor to be granted the Golf Course Property as long as the Declaration of Restrictive Covenant for Use was Recorded.

In Summer of 2003, I received a call from a local Tri-Cities Real Estate Broker who I had worked with for 15 years in Oregon before he moved to Tri-Cities. He requested that I come to Tri-Cities and look at the property know as Horn Rapids Master Planned Community because it was placed on the Market to be sold. Over the next 7-10 days I met with the City, toured the Tri-Cities, drove to Seattle to discuss the purchase of Murry Franklin's Rights and Property and then drove to Puyallup to meet with the Contractor who was the actual owner operator of the golf course business. Based upon information provided to me by the City, which included the License Agreement which would be entered into with the Golf Course, until the LID would be removed, when at that time the property would be conveyed to the Contractor with the agreement that the appropriate Deed restriction be recorded on the golf course property, I entered into a purchase contract to buy the property from the City as well as a contract to buy the property from Murry Franklin.

Bill King, former Acting City Manager and Assistant City Manager had explained the existing Golf Course Improvements will define the boundaries of the golf course and the remaining property would be available for me to purchase and develop. There were residential zoned areas suspected of encroachments from golf course improvements having been constructed on them that would need to have Boundary Lines surveyed before we purchased certain sections. City stated that they had began the process of having the property boundaries correctly surveyed to provide me with accurate property boundaries that I could then design our future subdivision developments. As surveys concluded, the golf course contractor had indeed constructed & expanded the golf course improvements in the 1995 -1996 era beyond some of the golf course property lines when they constructed certain Fairway sections and the former the Mirage Miniature Putting Greens near Crosswater. The rationale to define the new property boundaries was to prevent the Golf Course encroachments of the constructed improvements of Fairways & Miniature Putting Greens from being removed and relocated, which would have been costly. There was approx 500 acres remaining to be developed for residential improvements and I began developing other subdivisions such as Sedona, Sawgrass, The Bluffs, Sedona 2, and Desert Summit before beginning the development of Crosswater, Horn Creek and Copperleaf.

The formerly operated Mirage Miniature Putting Course was approx 1-1.5 acres that is now described by the City as the left over PUD parcel and a portion of the subject PUD Application. This 1-1.5 acres was not sold to me because it had Golf Course improvements located on them, which were supposed to be operated & maintained as clearly stated under the 2003 License Agreement WHICH HAS A LEGAL DESCRIPTION ATTACHED and 2005 Restrictive Covenant that was signed by City and Golf Owner. I purchased the property from the City where Crosswater, Copperleaf and Horn Creek properties are located in 2006 & 2007. The golf course improvements (Mirage Miniature Putting Course were already constructed well before 2003 and an arrangement had been made for the operation and maintenance as per the License Agreement dated August 25, 2003, copy attached as well as the Declaration of Restriction for Golf Course Use. The Mirage Golf Course was still operating in 2007.

During the following 15 years of my development period we performed 35 Boundary Line Adjustments of which several were to correctly locate the golf course improvements onto golf course owned property by trading development property for bare undeveloped golf course property where practical. Many of the Boundary Line Adjustments were performed for the mutual benefit of both parties to utilize the areas of the entire property. The goal was to utilize as much of the property as possible.

Again, to affirm, the City and Golf Course owner had agreed, that instead of removing and reconstructing the golf course improvements onto the original legally described & zoned golf course property, it was better to create a new legal description and leave the golf course improvements where they were constructed. This included The Mirage miniature putting course, which was adjacent to Crosswater subdivision and now the subject site for a newly proposed PUD.

The City & Golf Course owner signed an Abandonment and Release agreement on or about June 5, 2005 for the Development and Option agreement of 1993/1994, in which the Golf Course ownership in turn quitclaimed its rights to all City owned property that was still encumbered by the Development and Option agreement. This was part of the process required under Benton County Superior Court Case number 99-2-00895-0, docket number 04-1103, to complete a reconveyance of Trust Deed removing LID from golf course property. One of the conditions to complete the process was to execute the Declaration of Restrictive Covenant for Golf Course Use describing the future use of the golf course property.

On July 15, 2005, as part of the Deed Transfer from the City to the Contractor, the "Declaration of Restrictive Covenant for Golf Course Use" was signed and notarized by the City and Contractor who was operating as the Golf Course owner. The intention was to have the document Recorded for the expressed purpose to define the USE and protect the development of the Community. It was specific to deny any type of residential development of the golf course property except One single home for a Caretaker or employee, Copy of exhibit attached. This is the document that has no legal description attached and no record of it being recorded which violates the very 2005 Deed Transfer agreement from the City to the Golf Course owner. We were made aware of this fact during the Golf Course Application for a Zone Change process in 2019. There is a hand written note from escrow officer, Pam Wilson of Cascade Title, on a City Memo requesting a legal description by which the message stated the golf course attorney Bruce Morgan wanted to use the new revised legal description, which again reveals the Intent of the parties.

The "Use" described in the Declaration is very specific .. it includes language that covers the operation and maintenance of the golf course including the driving range and putty greens (Mirage Putting Greens) which were later abandoned and interestingly is were the small portion of the Golf Course was zoned for PUD residential development left over from the Master Plan and Zoning Map. Also the restrictive covenant restricts that only one residence for caretaker or employee can be built on the entire golf course property and no Hotels, Casino's, Tavern or Bars allowed.

Recital C of the Declaration specifically states...

"CGA and City entered into that certain Final Agreement (including Redemption Option) dated 7-15-2005, pursuant to which the parties agree to convey the Golf Course course property to CGA conditioned on the recording of a declaration to limit the use of the golf

course property as provided herein.”

With the Declaration in place, The Zone Change should have never occurred allowing additional property to be added to the former PUD site. The PUD site should remain as golf course improvements.

The City Attorney has offered an opinion that the Declaration is not enforceable, which if that is the Cities position, then how can the Conveyance be legal or enforceable as well as subsequent Conveyances ? I submit that the applicant knew of the Declaration before the purchasing the golf course and that the Declaration should remain enforceable.

If the Declaration isn't valid, simply due to scribners error by not attaching legal description, then the conveyance could not be considered complete. Everyone involved had a clear understanding of the agreements and intent of the parties. The legal description was describing the golf course improvements on the ground, because the contractor / golf course owner constructed the golf course improvements in several areas across the property lines designated on the Zoning Map. Everyone knew where the golf course improvements were located.

The parties had agreed instead of reconstructing the golf course improvements onto the legally described golf course property it was better to create a new legal description and leave the golf course improvements where they were constructed. This included The Mirage miniature putting course, which was adjacent to Crosswater subdivision and now the subject site for a newly proposed PUD. The golf course owner cannot financially benefit from the Cities error by now claiming rights to develop residential property that was actually part of the golf course at the time the agreements were made.

This will destroy the Crosswater neighborhood that has been in existence for almost 15 years. If this is allowed, then what happens to the other 3 or 4 areas of the golf course fairways that currently have overlapping residential zoning ? (See Zone Map screen capture) refer to City Zoning Map.

Is the City going to grant permission in the future to build more homes, townhomes or Apartments on Fairways behind other neighborhoods and destroy the Horn Rapids Community again ? It has taken the better part of 15 years to recover from the first legal action taken from 1996-2003 ?

Interestingly the original Declarant assigned their Rights to North Stone Richland LLC August of 2005, One month after completing the Reconveyance and Signing of the Declaration.

Density of adjacent Neighborhoods

The applicant has failed to document the correct density of the adjoining neighborhoods on the application as well as on the Site Plan. The densities are as follows:

Horn Creek PUD is across the 96 ft Blvd with majority of dwellings constructed as single story Duplex Style Townhomes, with a density of 6.75 units per acre constructed.

Copperleaf which is across the Blvd and not visible from the subject property has a construction complete density of 3.5 units per acre.

Crosswater, which is adjacent to the subject PUD property has a density of 3.8 lots per acre

constructed.

Additionally, the proposed PUD Townhome project site listed a Square Footage of 86,844 SF on the first page of the application. That would calculate to 26 units per acre. The Site Plan map states 7.27 acres which appears larger than the site measurements calculate. Please verify and post the correct size of the actual PUD housing site and the correct density.

Master Plan and CC&R's

Legal description attached to the CC&R's covers all Horn Rapids Master Planned Property including the Golf Course. Attached as exhibit.

Exhibit Attached CC&R's and Map outlining Legal Description as exhibits.

CC&R's, attached as exhibit.

The Summary of the declaration of covenants conditions restrictions and easements for Horn Rapids master plan community state the following;

Page 1, first paragraph, States that in case of any question about a provision, please refer to the CC&R's themselves, as the actual language of the CC&R's will govern what can and cannot be done in Horn Rapids.

Page 1 Article 3 states everyone who owns a lot or dwelling unit in Horn Rapids automatically belongs to the association. The initial design of all houses and associated improvements, including fences and landscaping is subject to the approval of the initial construction controls committee.

Under description of CC&R's declaration paragraph 3,

This declaration contemplates a plan for the phased development of Horn Rapids pursuant to the clearance master plan, as hereinafter referred to and defined, in order that the Horn Rapids community may grow in an orderly fashion under a rational scheme of development.

NOTE; I submit that this PUD Application as proposed, was not considered as part of the development phasing by the Declarant and is completely out of order and certainly not in Harmony with the surrounding area.

CC&R's govern the "Property".

Section 1.26 describes the Property shall mean that the certain real property described on exhibit A attached here too and such additions there too as may be here after be brought within the terms and conditions here of in accordance with article 2 of this declaration.

The legal description defines the entire Horn Rapids master plan community including the golf course property. Legal description is attached to the recorded CC&R's and I have attached an exhibit map which illustrates the boundaries of the legal description. City needs to determine if all residential zoned property is subject to the CC&R's...?

Section 1.11 Golf Course shall mean that certain real and personal property which is contiguous to the Property and developed as an 18 hole golf course and owned and operated by Columbia golf associates, a Washington general partnership or is successors and or assigns. The golf course shall include the greens, fairways, cart paths, driving range, putting greens, designated lakes or water hazards, maintenance facilities and other improvements so designated by the Declarant as part of the golf course. Notwithstanding anything to the

contrary contained within this declaration, the golf course is not part of the Property or the common areas, and the owners of living units do not, by the nature of their ownership of property within the community, have any reserved right to use of the golf course or membership, if offered, to any golf club for the community.

NOTE; I submit, that this section 1.11 clearly defined the Declarant has the authority to designate what improvements are considered the golf course. Which in this case the former Mirage miniature putting green would fall under golf course improvements and not available for residential development. This was determined before the Declaration of 2005 was completed and executed.

Note: No one has asked the current Declarant for permission to develop these improvements on the golf course. At what point in this process will that occur ?

Furthermore, I submit that the remnant of the originally zone PUD residential property near Crosswater is within the current boundaries of the golf course must be identified and determination made as to this property being recognized as part of the master plan originally intended for residential development OR as part of the Golf Course ? If the decision is made that the residential property is part of the master plan concept and original legal description then that PUD property is subject to the CC&R's and the CC&R's shall govern.

If the PUD project is determined to be outside the the originally Zoned Residential Property established in the Master Plan, and not subject to the CC&R's, then the PUD project will not be part of the HOA, and property owners will not be allowed to use the HOA Common Areas such as the parks, Pool, Tennis, Basketball Courts, playground equipment, etc.

This of course creates another divisive situation in the Community.

Section 1.13 initial construction control committee show mean the committee created pursuant to section 3.9.

Section 1.14. Living unit, shall mean and refer to a building or structure or any portion thereof situated in Horn Rapids that is designed and intended for use and occupancy as a residence by a single family including attached or detached houses, condominiums houses and units within apartment buildings, and the appurtenant landscaping, fences, walls, decks, patios, pool, spa, garages, driveways, parking areas or similar improvements occupying any lot on which a living unit is situated.

Section 1.15 Lot shall mean and referred to any legally segmented and alienable portion of Horn Rapids created after the date of this declaration whether or not such plat is recorded after the date of this declaration, through subdivision, short division, site plan approval or any legal process for dividing land.

Section 3.8 Rules and Regulations. The association shall have the power to adopt from time to time by association action and to enforce rules and regulations governing the use of the property, in addition to the use restrictions contained in this declaration and whether or not expressly contemplated hearing, provided that such rules and regulations shall not be inconsistent with this declaration.

NOTE: Such rules and regulations have been created an adopted throughout the past 16 years.

Section 3.9 initial construction controls committee. The plans for both the initial improvement of a lot and the initial construction of living unit, common area, commercial building or accessory structure on a lot during the development. Shall require approval of a committee

consisting of two representatives of declarant pursuant to section 6.2

Article 6

Section 6 a. “.....during the development., No initial construction of a living unit, accessory building or accessory building on a lot or of common area should be commenced until written approval there in has been obtained from the initial construction controls committee.

Section 6.2 d, second half of the paragraph, sentence beginning... The initial construction controls committee or the architectural control committee as applicable shall have the authority to approve, reject or approved with conditions any application based upon the committees determination as to whether or not the proposed work is in harmony of external design and location in relation to surrounding structures, vegetation, properties and topography and is in compliance with the governing documents. Committee decisions shall be final and binding on all parties.

Section 6.2 h.

This section 6.2 shall not apply to (1) activity undertaken by the declarant in any parcel or action pursuant to the exercise of the clearance rights under section 7.1, (2) activity undertaken on the golf course by Declarant, by the Declarants assigns, or their successors in interest, or to (3) activity undertaken by Declarant, irrigation source entity or their successors in interest to maintain or improve the irrigation system for the property.

6th AMENDMENT .. Recorded the single Caretakers Home location which is recorded on entire Legal Description of Horn Rapids which includes the Golf Course. This was executed by former Golf Course owner.

Development Agreement Rationale, to protect Community for promises made and Financial Benefits received by Applicant

The reason, spoken many times by the applicant, is to use the profits from developing the Townhomes PUD is that the current golf course owner cannot afford to make the Golf Course improvements without these additional revenues. Then perhaps the investment should have been re-considered. People buy things they can't afford but why should homeowners in Crosswater be negatively affected with reduced home values and quiet enjoyment add to the benefit of the golf course.

As a developer for the past 30+ years I have analyzed this potential project and provided reasonable cost and profit calculations to assist in understanding the financial benefits to the Applicant. After developing more than 16 subdivision phases in Horn Rapids I am more than qualified to make these projections and assumptions.

The profit margin's from this project are higher than many projects of this nature due to the fact that the property benefits from all of the off site infrastructure for the completion of this development have already been installed and or constructed. This infrastructure includes Highway 240 entry / signal, paved blvds & streets, sewer, water, landscaping, parks and other common area amenities that makes Horn Rapids a very special Community.

If the applicant is genuinely committed to improving the golf course with the proceeds from this project, then let them prove it by entering a development agreement with the homeowners association and/or City that stipulates and guarantees 65% of the profits are reinvested into the golf course grounds & facilities, within a certain time frame.

It would not be difficult to determine profits by using the financial statements, construction contracts and tax returns generated from actual closing documents of developing the project, when selling the land, or Lots, or individual townhomes when completed.

Remember, things change, ... After the PUD is approved, the project could be sold to a 3rd party and no promises kept.

Pricing & Values;

City Approved PUD for the bare land property by itself is worth \$20,000 per lot (Bare Land)
 $54 \text{ units} \times \$20,000 = \$1,080,000$.

PUD Developed Lots will be worth a minimum of \$65,000 each.

Cost to develop PUD Private streets, utilities, etc. \$25,000 each max

Equates to \$3,510,000 total sales price (Value) less the cost of development (\$1,350,000)

Profit of \$2,160,000

Example where the PUD Project is constructed by Brad Rew who is one of the members of the golf course LLC ownership entity who is a homebuilder in Tri-Cities. Financing for these types of projects are readily available with many lenders in the local Tri-Cities area especially when the property is already owned by the borrower.

\$40,000 profit from Land and Development of Land improvements.

\$30,000 minimum profit from building townhomes

$\$75,000 \times 54 \text{ Townhomes} = \$4,050,000$

If 14 units next to Crosswater were removed and build only 40 Townhomes @ \$75,000 profit margin = \$3,000,000.

\$3,000,000 would go along way in improving the golf course facilities and certainly provide a large equity to assist in any financing needed.

Compromise

I am extremely disappointed in the way this process has evolved with little to no sensitivity for the homeowners that are going to be greatly impacted with this new development. Instead, the applicant has launched a successful promotional campaign to convince the majority of the homeowners that they are going to benefit greatly by having the townhomes constructed with little regard to those homeowners who are going to be negatively affected. I am hopeful there can be a compromise achieved that will protect the property owners in Crosswater and give the golf course owners the ability to generate the revenue that they have promoted for making improvements to the golf course. Also to provide protection In the future from more development projects on Fairways that will tear other neighborhoods apart. This would allow for the development to move forward, with the proceeds benefiting the golf course as well as the entire community and not completely destroy Crosswater homeowners neighborhood and values of their homes.

A compromise now, would also prevent costly and time-consuming legal battles in the future which from my experience usually do not benefit all parties.

As I mentioned previously, one of the Golf Course members/owners is a homebuilder who is very capable of constructing all of the townhomes themselves if they choose for greater profits of \$3 million as noted above. With the advantage of the robust housing market, the estimated profits are greatly increased from their original projections several years ago.

I have attached a screen capture showing in red the 14 units highlighted in red (19-32) that should be removed to provide adequate space for 40 units and some common area and buffering in the red area to separate Crosswater existing homes from the new and very unexpected Townhome project.

This recommended site plan revision would remove the 14 units that would block the views from those homeowners as well as remove the ridiculous roundabout and its traffic impacts. As the past & current appointed Initial Construction Control Committee Chairperson appointed by the Declarant I can state the current Site Plan would not be approved.

If the golf course owner needs more units to be developed for additional cash to invest, then I suggest they go thru another zone change and build the additional 10 to 12 units on the golf course fairway number 18 behind the proposed Club House and move the affected area of the fairway 18 into the driving range. This might interrupt their view from the Clubhouse, but at least it's their view to give up. This is what he had proposed to me when I first met him on site before he purchased the golf course.

A development agreement should be prepared prior to any City approval and signed by the parties to ensure no additional zone changes for residential development of any kind will occur within the boundaries of the golf course property. This would include no care taker home anywhere because the golf course can use one of the townhomes for the caretaker home if needed. Additionally the applicant should warrant and guarantee 65% of the profits are invested within a 24 month period into the improvements of golf course as promoted for several years.

ALSO; Fully execute the a new copy of the 2005 Declaration of Restrictive Covenant's for Golf Course Use and attach the correct legal description and record that document before or simultaneous with any approval of the PUD. Let's correct the error made in 2005 and not allow others to be made in the future. This will insure the Horn Rapids Community is not going thru this disruptive process again. This type of legal conflict will effect the values in a negative way for the entire Community.

This community has lived through a seven-year legal battle which benefited no one, and after spending 15 years developing the improvements to benefit the Community, I do not want to see anything resembling another legal battle occurring again. With the compromise that I have outlined above, the community can move forward and the Applicant has a clear pathway to benefit financially with potential earnings of \$3 million from the PUD Approval. Everyone gets something that will benefit the community.

Exhibits Attached and made part of the record.
Master Plan of record at the City of Richland
Zoning maps of record at the city of Richland

Covenants conditions and restrictions (CC&R's) with 6 Amendments attached

Sixth amendment separately attached

Legal description boundary map of Horn Rapids master plan community attached

Rules and regulations attached

ICC application attached

Builder addendum attached

License agreement with golf course 2003 attached

Declaration of restrictive covenant golf course 2005 attached

Reconveyance documents with memo requesting legal description attached

Declaration of restrictive covenant for caretaker\groundskeeper accommodations attached

Screen capture of zoning map showing additional residential properties within golf course defined property, attached

Screen capture of suggested compromise PUD site plan with red highlight Attached

HOA CC&R's Sixth Amendment 1.29.18.pdf, HOA CC&R's Legal Description Boundary Map AFN-94-18376-Parcel-Approx-Outlines.pdf, HOA Rules and Regulations Dec 2019 .pdf, Golf Course License Agreement with Legal Description 2003.pdf, Golf Course House Covenant with City Declaration Recorded on golf course.pdf, Golf Course Reconveyance with City Memo for Legal Description 2005.pdf, Golf Course Declaration of restrictive covenant missing legal description July 2005.pdf, HOA CC&R's with 6 Amendments .pdf, ICC Application page and Instructions 4 pages June 2016.pdf, ICC Builder Addendum 1 Rules & Regs & Development Standards 9.12.17.pdf attached

Thank you,
Stew Stone

Berkshire Hathaway Real Estate Professionals, Broker
Willamette Intermodal Group, Development Director
Oregon Port of Willamette, LLC
North Stone Richland, LLC
stewstone@bhhsnwrep.com
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**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Joel R. Comfort
MILLER, MERTENS & COMFORT, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610, 2003-061197, 2007-022828,
2011-024381, 2016-006215

Grantor: North Stone Richland, LLC

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North,
Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

SIXTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 1 of 4

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828. Note that no "Third Amendment" was ever recorded; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 7th day of January, 20016 and recorded with the office of the auditor of Benton County, Washington, on the 8th day of March, 2016 under Recording No. 2016-006215; and

WHEREAS, North Stone Richland, LLC is the successor in interest to Columbia Triangle Venture, L.P., and as successor in interest to Columbia Triangle Venture, L.P. has all rights of the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community

WHEREAS, North Stone Richland, LLC desires to amend said restrictive covenants applicable to the subject property to disclose and provide notice to future property owner of the existence of a future home site on the Horn Rapids Golf Course, which may interfere with views.

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by adding the following:

1. **Notice of Future Home Site.** On or about July 15, 2005, Columbia Golf Associates, a Washington partnership ("CGA"), the owner and operator of the Horn Rapids Golf Course, was granted the right by the City of Richland to build a single family residence on the Horn Rapids Golf Course pursuant to a *Declaration of Restrictive Covenant for Golf Course Use*, a copy of which was recorded as Exhibit C to the *Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement* dated August 25, 2011, and recorded under Benton County Auditor File No. 2011-024381. The covenant granting the right to build to CGA runs with the land, and may be conveyed to CGA's successors in interest.

Pursuant to the Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement, CGA agreed to locate the single family residence as described in the attached Exhibit A, and depicted in the attached Exhibit B. As of the date of this Amendment it is not known if, or when, CGA or its successors in interest will exercise its right to build the single family residence.

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 17 day of JANUARY, 2018.

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, Member

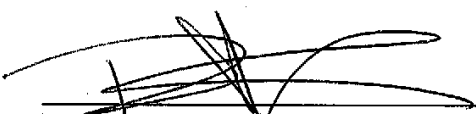
By: Ronald R. Bochsler
Ronald R. Bochsler, as Trustee of a Member of
Santiam Development Company, LLC, as a Member
of North Stone Richland, LLC

STATE OF Oregon)
) §
COUNTY OF Marion)

On this 22 day of January, 2018, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

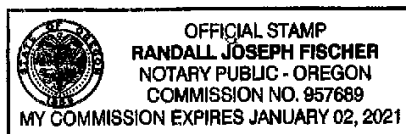



NOTARY PUBLIC in and for the State of
Oregon, residing at Salem, OR
My Commission Expires: August 15, 2020

STATE OF OREGON)
) §
COUNTY OF Linn)

On this 17th day of January, 2018, before me, the undersigned Notary Public in and for the State of OREGON duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to be a Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



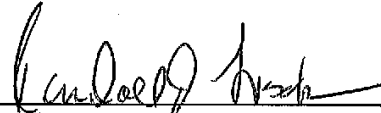

NOTARY PUBLIC in and for the State of
OREGON, residing at Silverton, OR
My Commission Expires: January 02, 2021

Exhibit A

GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South 00°30'06" West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South 60°23'33" East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North 82°33'19" East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North 82°33'19" East, 179.98 feet;

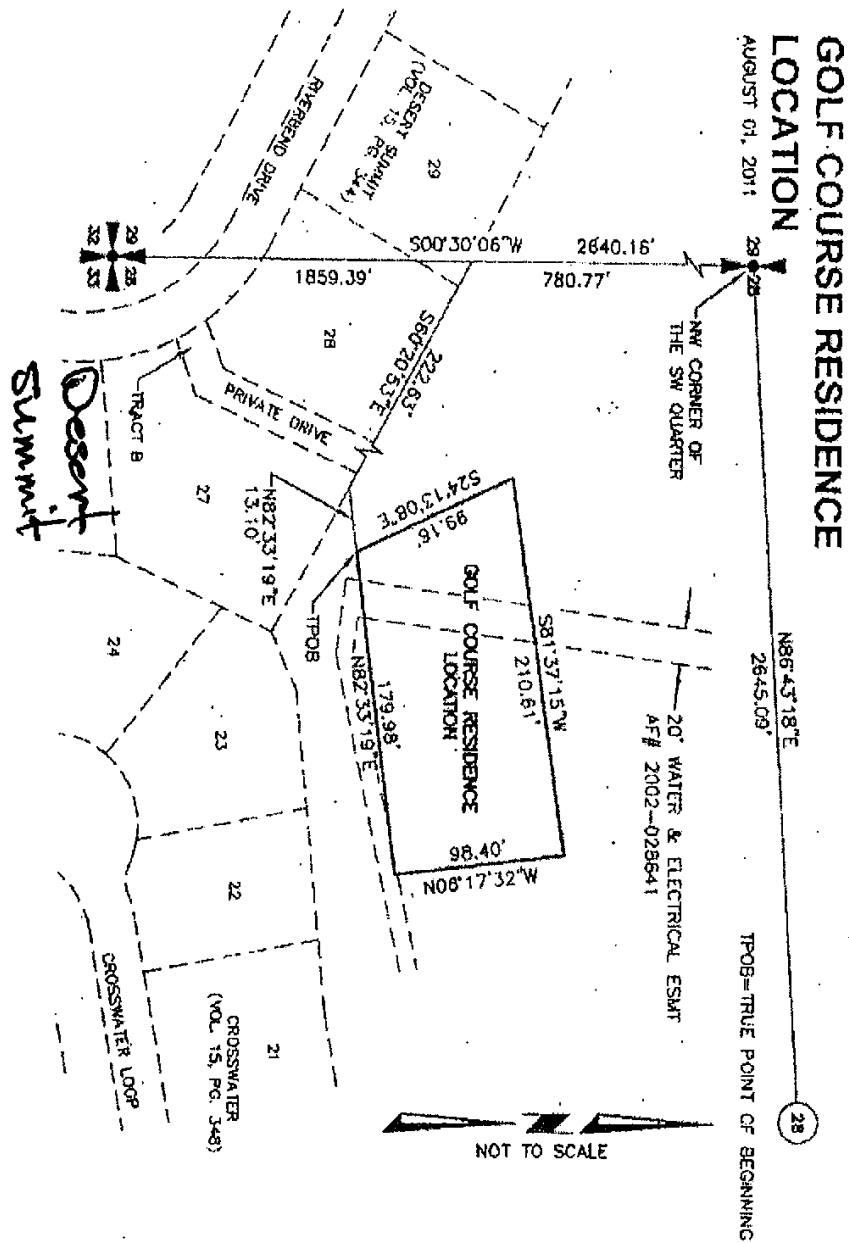
Thence North 06°17'32" West, 98.40 feet;

Thence South 81°37'15" West, 210.61 feet;

Thence South 24°13'08" East, 99.16 feet to **TRUE POINT OF BEGINNING**.

Containing: 18,899.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.



66118.002

Sectional Map for CC&R's Descriptions Sketch

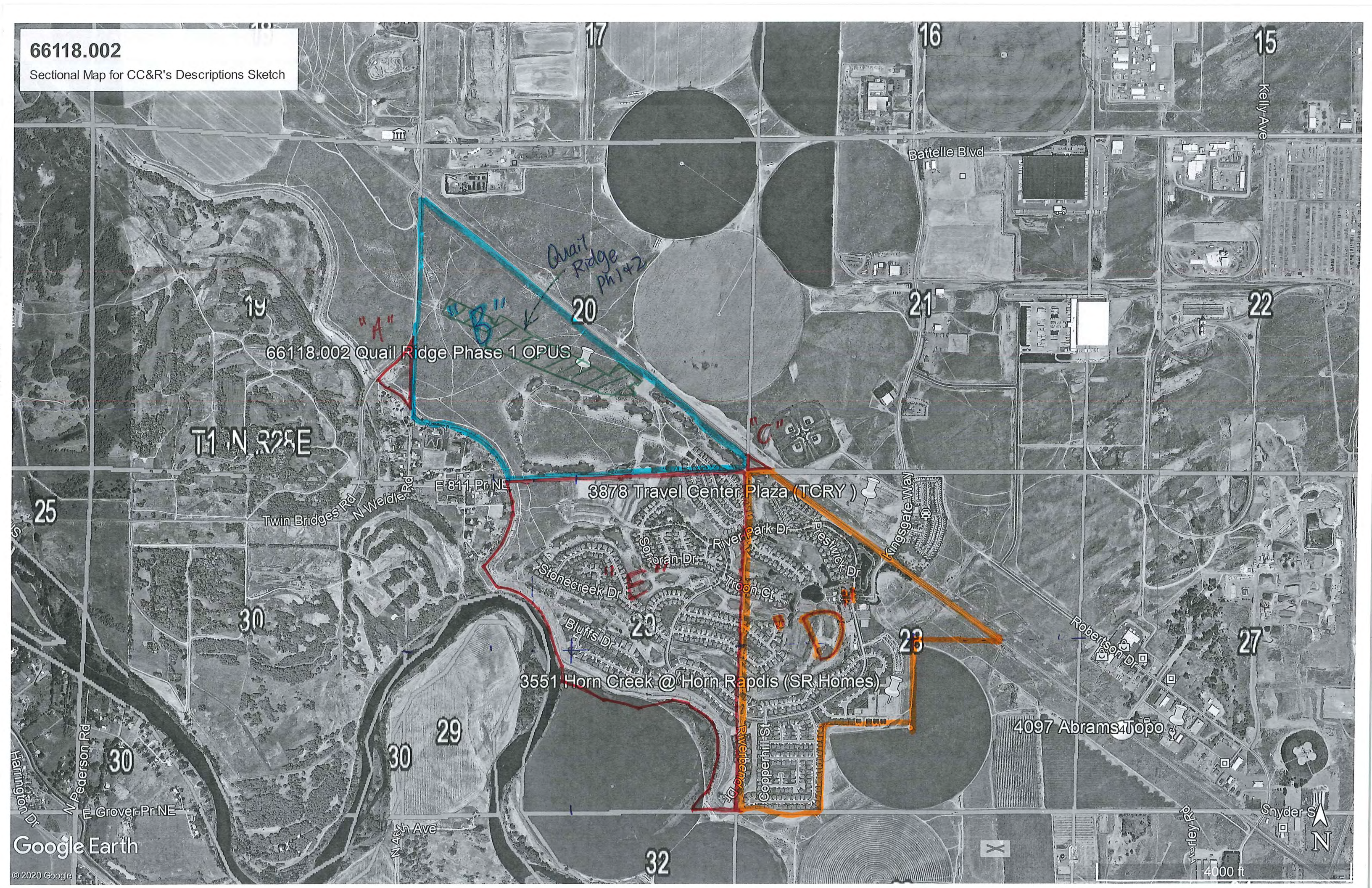


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The HRMHA is responsible to ensure that the community remains aesthetically pleasing so that everyone can enjoy the benefits of a well-managed and compliant community. There are many documents available to help educate the community on the proper ways to conduct themselves so that everyone living in the community will enjoy maximum pleasure without annoyance or interference from others.

Unfortunately, not everyone sees this vision and at times the HOA will need to help reinforce the expectations with Homeowners so that they abide by these Rules and Regulations. This document is intended to help the homeowners understand what is required of them and what to expect when the requirements are not met.

These Rules and Regulations (R&R) govern the conduct and activities of all members, lessees, residents and guests of the Horn Rapids Master Homeowner's Association (HRMHA) Community. Observance and adherence to the rules and regulations by all Horn Rapids Residence, Lessees and Guests is required by the Board of Directors (BOD).

1.0 PURPOSE AND SCOPE

The authority for the Board of Directors (the Board) to form and enforce rules and regulations is provided by Article 3, Section 3.8 of the Declaration of Covenants, Conditions and Restrictions (CC&R's). A copy of the CC&R's was given to each owner when they purchased their lot or living unit.

These Rules and Regulations are reviewed by the Rules, Regulations and Enforcement Committee (RR&EC) and issued by the Board and are supplemental to the conditions of ownership in the CC&R's. If there is any conflict among existing documents, provisions of the CC&R's will prevail.

The Board shall appoint an RR&EC and Enforcement Officer(s). The RR&EC will propose changes to the Rules and Regulations, establish administrative procedures for processing complaints, investigate violations, determine corrective actions and levy fines as appropriate.

The HRMHA Board requires compliance of all persons in the Community with the provisions of all Rules and Regulations (including Architectural Control Guidelines), the Bylaws and the CC&R's.

2.0 GENERAL RULES AND REGULATIONS

1. Registration

- a. All members and residents must be registered with the HRMHA Bookkeeper.
- b. Association members are those individuals owning a lot or living unit within the Community.
- c. Residents are defined as owners and members of their families or lessees and members of their families living in the Community.
- d. Owners leasing their home or living unit retain their voting right in the Association but assign the use of all common facilities to the lessee. The lessee

assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.

- e. The lease or rental agreement must be in writing and shall state that the tenancy is subject to the CC&R's, Bylaws and adopted rules. The term of any lease or rental agreement shall not be less than 30 calendar days.

2. Common Areas

- a. Use: Common Areas are for the use and enjoyment of all members of Horn Rapids who are in good standing with "Dues" and shall not be used in any manner that will disturb other residents or their guests. No deposit of litter or open burning (excludes BBQ stand located in Gleneagle) shall be permitted within the Common Areas. No changes in landscaping or improvements are permitted without written authorization of the appropriate Board committee. No person shall use the Common Areas in such a way as to create a nuisance or interfere with the use of the Common Areas by other entitled persons.
- b. Maintenance: Maintenance of the Common Areas, including the park within Gleneagle, is the responsibility of the HRMHA and not individual owners or residents. Lighting and irrigation systems and other equipment in the Common Areas are to be adjusted and/or set by authorized personnel only. Comments regarding the condition of maintenance and equipment in the Common Areas should be directed to the Common Areas Manager. Sub-Associations are responsible for maintenance within their Common Areas.
- c. Damage: Members, lessees and residents are responsible for payment of all costs of repairs for all damage to Common Areas caused by themselves, members of their families, or their guests.

3. Ponds and Streams

Ponds and Streams were installed in various locations throughout the common areas and the Golf Course to visually enhance the aesthetic beauty of the community. No recreational or other use of the ponds, streams or waterfalls is permitted without the written approval of the owner of the golf course or the HOA depending on location. There is absolutely no fishing, swimming, wadding, and throwing rocks or debris into ponds or streams. Climbing on rock or water features or walking on ice when ponds are frozen is strictly prohibited.

The Ponds and Streams are lined with a vinyl liner to hold the water and can be punctured from fish hooks, dog paws, claws and human activity and are extremely expensive to repair or replace. Residence are liable for damages caused by negligent use of the ponds, streams, waterfalls and monuments.

Homeowners are responsible for damages to these areas as a result of negligence. All repairs to common area shall be performed and costs for repairs billed to the homeowner as a fine.

4. Guests

Guests must be accompanied by an adult resident of the HRMHA when using the Common Areas including the swimming pool. It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Board, Enforcement Officer or appropriate Board Committee Chair regarding the situation.

5. Neighborly Conduct

All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to others. Each homeowner or resident is responsible for the conduct and behavior of his/her children, and guests (Ref RMC 9.16).

6. Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept within Horn Rapids, except dogs, cats or other tame, domestic household pets, provided such household pets are not kept, bred or maintained for any commercial purpose. In order to maintain a harmonious environment for all residents and guests, pet owners shall be responsible for any and all offensive actions of their pets, including barking, running loose and waste deposits:

- a. Whenever pets are outside the resident's lot or living unit, they must be on a leash or otherwise under full control of the owner. Residents must comply with City of Richland Leash Law RMC 7.03.050.
- b. Residents must clean up after any mishap performed by their pets. Pet waste deposal containers are located throughout the Common Areas.
- c. Residents shall be responsible for any personal injury or property damage caused by their pets.
- d. Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board and RR&EC after notice and a hearing.
- e. Horses are not permitted within the Community.
- f. Pets which create and are considered a nuisance may not be kept in the Community and are subject to removal by proper authorities.

7. Trash

All trash, waste containers (e.g. recycle, garbage and yard waste) shall be stored out of sight from the street and in suitable covered containers. Containers should be clearly marked with the resident's house number for easy identification. These containers shall be placed at the curb no earlier than the night before pickup and must be removed from the curb no later than 9:00 p.m. on the day of pickup. Trash bags, which must be securely tied or double-bagged, and yard debris cannot be placed at the curb until the morning of pickup.

Trash containers have been placed for use while walking and otherwise enjoying the Common Areas. Residence may not use these trash containers as an overflow of their residential trash needs.

8. Burning

No burning or incineration of trash, refuse or scrap of any kind is permitted. City of Richland and/or Benton County authorities will be notified of all violations. Residence with camp fire style pits/rings may burn wood for recreational purposes only when air quality restrictions allow for such activity. (Ref RMC 15.12.020)

9. Dumping

No dumping of any debris (including but not limited to grass clippings) is permitted within Horn Rapids. This includes all Common Areas, trail systems, and undeveloped portions of the Community. (Ref RMC 9.12.055)

10. Antennas

All Antennas are subject to ACC review and approval prior to installation. See Architectural Controls Guidelines for specific requirements

11. Off Road Vehicles (ORV) Including Golf Carts

ORV's must not be parked on the street or driveway when being stored. ORV's must be stored in a location that is not visible from the street or adjacent neighbor(s). Golf Cart are the only ORV's allowed on paths and sidewalks (excludes maintenance vehicles). Homeowners are responsible for any damaged caused by ORV's when used on common areas.

12. Firearms

Discharging of firearms or hunting is not permitted in the community (including but not limited to rifles, hand guns, bows, and slingshots). (Ref RMC 9.26.020 and 9.26.30)

13. Business Activities

No business activities of any kind, are to be established, maintained or conducted on any lot, living unit, or Common Area without the prior written approval of the Board and must be in compliance with the City of Richland Municipal Code.

14. Highway 240 Wall

No structures, fences, or other items (e.g., screws, bolts, nails, or sticky substances) shall be attached to or lean on the wall. Painting, staining, or marking on wall surfaces, walking or playing on or against the wall or dumping items (e.g., Christmas tree, dog feces, weeds, tree limbs, rocks or other landscaping debris) over the wall are forbidden. No vegetation should be grown on, attached to or lean on the wall. Keep vegetation trimmed at least 6 inches away from the wall. Soil should not be removed or added to the base of the wall or wall columns. If there is soil erosion, the HRMHA should be notified immediately.

15. Vendor Solicitation

Vendor or Business solicitation is not allowed. This is considered by the Association to be an annoyance or a nuisance and an invasion of privacy to the Homeowner. A solicitor for this purpose is defined as one who seeks trade or a contribution by directly contacting a Homeowner. Advertising left at a Home is not considered solicitation. Refer to CC&R 6.25 and the RMC 5.12.020

16. Vehicle Parking and Storage

Parking on public streets shall comply with applicable provisions of the Richland Municipal Code, as now in effect or hereafter amended. Vehicles shall not be permitted to park along main routes (collector streets) into and out of Horn Rapids (Village Parkway, River Valley Drive or River Park Drive).

Vehicles shall not be parked on sidewalks where they obstruct pedestrian's use of sidewalks.

Inoperable vehicles (junk) may not be parked anywhere except in garages or in fenced areas (not visible from the street or by adjacent neighbors). Inoperable or junk vehicles shall be defined as any motor vehicle that is inoperable, unlicensed or in a state of disrepair. (Ref RMC 10.06.020)

17. Recreational Vehicles

Recreational vehicles, boats, boat trailers, camp trailers, campers, utility trailers, and similar machinery or equipment, shall be stored in a garage, in a fenced area (not visible from the street or by adjacent neighbors) or at a location designated for the storage of such vehicles by the Board. (Ref RMC 10.05.030)

The HOA recognizes that recreational vehicles noted above, may need to be parked at the homeowners lot for the purposes of loading, unloading or general maintenance. These

Vehicles may only be staged for 72 consecutive hours to accommodate this purpose. If additional time is needed, the homeowner must contact his/her Enforcement Officer and receive a variance. Homeowners must ensure that their recreational vehicle does not obstruct sidewalks (e.g. slides, steps or gear), mail boxes or common areas when parked for this purpose.

18. Signs

a. For Sale Signs

One temporary sign is permitted in the front yard to advertise a home for sale. Maximum area must not exceed six square feet. The sign is to be on its own post and shall not be placed higher than 36 inches from the prevailing ground plain. The sign must be approximately parallel to the center line of the nearest street. An additional temporary sign may be placed in the rear of homes adjacent to streets and the Golf Course providing it complies with 4.1.1 below and is approved by Golf Course Management.

For Sale sign wording shall be limited to "For Sale" and the name and phone number of the listing real estate agency. "Realtor" and "By Appointment" may also be used if appropriate. If being sold by the owner, the name of the owner or "By Owner" may be substituted for the listing real estate agency. Signs shall look professional, may not be hand-written (poster board, scrap wood, magic markers are unacceptable), and must be constructed in a manner that prevents weather-related degradation, etc. A hanger or flyer box may be attached to the sign post. All signs shall be removed upon occupancy by the new owner.

b. Open House Signs

Only A-boards are permitted to advertise open houses, and only during the event.

c. Garage/Yard Sale Signs

Garage/Yard Sale signage shall be limited to A-Boards and commercially printed signs. Signs may only be installed in common areas or city easements. Signs must be removed immediately following the end of the yard sale.

d. Political Campaign Signs/Posters

Up to three political signs are permitted on a lot per election. The signs must not exceed eight (6) square feet in area, must not be up until 30 calendar days prior to the election and must be removed within 48 hours of Election Day.

e. In Progress Construction Company Advertisement Signs

During home improvements, homeowners who have contracted with construction companies to work at their residence may allow such companies to install company signage to promote future business while working in Horn Rapids. These signs shall be permitted as long as they are no greater than 2 feet x 2 feet

and are placed on homeowner's property. Upon completion of the project, the company sign must be removed within 24 hours.

19. Flags

One free-standing removable, telescoping or sleeved flagpole, not exceeding 20 feet in height, is allowed per resident lot to display the American flag. Also allowable are flagpoles that are inserted in a mounting bracket secured to the house.

Permanently mounted in the ground, free-standing flagpoles are not allowed. Homeowners must get ACC approval before erecting a flagpole. The American flag must be flown at the top of the pole; a secondary flag may be flown below. No more than two flags may be displayed on a single pole at the same time. In no case may a secondary flag be flown alone. American flags displayed after dark must be lighted.

20. Seasonal Exterior Decorations including Lights

Seasonal decorations are permitted on homeowners property provided they are in good state of repair, esthetically pleasing, and are in season. Seasonal decorations must be removed from sight in a reasonable amount of time following the observance of the holiday or occasion.

3.0 ARCHITECTURAL CONTROLS

Architectural Control requirements are described in the Horn Rapids Master Homeowners Association Architectural Controls Guidelines, Criteria and Procedure as well as individual subdivision CC&R's. This process is administered by the Architectural Control Committee (ACC).

Exterior alterations, additions or modifications made to homeowner's property must have prior written approval of the ACC before work can begin. This includes landscaping, satellite dishes, solar energy systems, fences, walls, sun screens, decks, lattices, pools, spas, color changes, sheds, any sports apparatus, etc. Any alterations that do not have prior written approval of the ACC will be removed by the homeowner at their expense and the area will be restored to its original condition. Should the homeowner fail to comply, the HRMHA will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense. Please refer to the Architectural Controls Guidelines, Criteria and Procedure for the specific architectural regulations as well as the APPLICATION FORM.

Landscaping of the front yard shall be completed within 30 calendar days of construction completion and within 90 calendar days of construction and sale of the home from back and sides yards. Minimum requirements are that the soil (except in flow beds) be covered with a living ground cover (such as grass) or standard landscaping materials (bark, rock, hydroseed/tackafyer mixture) which provides weed, dust and erosion control (see Architectural Controls Guidelines).

Lots purchased for speculation or for future home construction must be covered with a living ground cover or hydroseed/tackafyer mixture within 90 calendar days to prevent blowing dust or help prevent erosion of the soil until construction begins.

4.0 ENFORCEMENT

The HRMHA is responsible to ensure that the community remains aesthetically pleasing so that everyone can enjoy the benefits of a well-managed and compliant neighborhood. There are many different documents available to help educate the community on the proper ways to conduct themselves so that everyone living in the Community will enjoy maximum pleasure without annoyance or interference from others. Unfortunately, not everyone sees this vision and at times the HOA will need to help reinforce the expectations with Homeowners so that they abide by these rules and regulations. This Enforcement policy will help the HOA and the homeowners understand what actions are to be taken in the event enforcement action is warranted.

Enforcement of all CC&Rs, Rules, Regulations (including enforcement of ACC related issues) and expectations are determined by the BOD within HRMHA. The Enforcement Officer(s) are put in place to help enforce these rules. Enforcement Officers may be a homeowner, a non-homeowner or entity appointed by the Board. The Enforcement Officer(s) shall be the primary contact between the HRMHA and the Homeowners on matters of enforcement and shall be subject to the control and direction of the Board and the RR&EC Chair.

For detailed information regarding the enforcement policy, see Addendum B of the Rules and Regulation.

5.0 BILLING AND COLLECTION OF ASSESSMENT

Billing and collection of dues and/or fines are described in Addendum A.

ADDENDUM A, PROCESSING OF DUES

1.0 PURPOSE AND SCOPE

This addendum provides information and instructions for the consistent and effective collection of Horn Rapids Master Homeowners Association (HRMHA) “Dues” otherwise known as “Assessments” which are needed to fulfill financial obligations of the community as well as capital improvements.

Assessments are to be paid on an annual or quarterly bases depending on each homeowner’s preference. If paying quarterly, the assessment shall be due on the 1st day of January, April, July and October. If paying annually, the assessment shall be due on the 1st day of January. The Board will determine the amount of assessment and the HRMHA Bookkeeper will provide the amount due to each homeowner prior to the payment due date. All homeowners are required to pay their assessments on the due date. Accounts past due by more than 90 calendar days are subject to having a lien placed on the owner's property.

2.0 RESPONSIBILITIES

1. Homeowners are responsible to submit their assessment payment on time to avoid late charge(s).
2. The President of the HRMHA will oversee the collection of Assessments performed by the Bookkeeper to ensure that this process is being properly administered.
3. Bookkeeper is responsible for:
 - o Issuing request for payment in the form of an invoice sent to each Homeowner at the appropriate time.
 - o Reconciliation and tracking of payments, fines and fees by the homeowners and report any delinquent payment issues to the President.
 - o Sending 1st Warning Letter, 2nd Warning Letter, and Notice of Intention to Create a Lien when required.
 - o Working with mortgage lenders, escrow brokers or title companies during selling or purchasing of a home in Horn Rapids.
 - o Process necessary documents for the administration of Liens on homes that are >60 calendar days past due.

3.0 BILLING PROCESS

Note – Assessments are normally billed to the homeowner quarterly. Homeowners can pay their Dues monthly, quarterly or annually. If Dues are paid monthly, the homeowner is responsible for payment without a monthly invoice.

Fines levied must be paid immediately or quarterly.

1. Prior to the first day of January, April, July or October, HR Bookkeeper will send payment invoices to all homeowners.

2. Payment is due on the first day of the quarter (January, April, July and October) for which the assessment is being levied. Payment can be mailed to 2600 Clubhouse Lane, Richland WA, 99354, delivered to the mail box located at the Pool parking lot (HOA Mailbox) or made online if available.
3. An owner's initial assessment may be for a period longer than three months if he/she becomes an Owner in the period between quarterly invoices. Normally the escrow agent at closing will prorate the assessment.

4.0 COLLECTION PROCESS

Notice to all Homeowners in Horn Rapids Master Homeowners Association

WHEREAS, "assessments," as used in this Resolution, includes all amounts validly assessed against a Lot Owner ("Owner") pursuant to the *Declaration of Protective Covenants, Conditions, Restrictions and Easements For Horn Rapids Master Homeowners Association* (hereinafter "Declaration"); *Bylaws of Horn Rapids Master Homeowners Association* (hereinafter "Bylaws"), Rules and Regulations, and any Board of Directors Resolution, including but not limited to common expenses, interest, fees, fines, attorney fees and all collection costs;

WHEREAS, the Declaration, Bylaws, and Rules and Regulations are binding upon the Owners;

WHEREAS, the Declaration, Article 4, Section 4.9 and Article 9, Section 9.1; and the Bylaws Section 4.1 and 4.1.5 authorize the Board to enforce provisions of the Declaration, bylaws and Rules and Regulations, including action to collect unpaid assessments;

WHEREAS, the Declaration, Article 4, Section 4.9 provides for interest to be charged, as set by the Board of Directors, on any delinquent assessment, the interest rate of 12% per annum will be charged;

WHEREAS, the Declaration, Article 4, Section 4.10 and Article 11, Section 11.4 provides that all assessments, together with interest, attorney fees and costs of collection shall be a continuing lien upon the Lot against which each such assessment is made;

WHEREAS, the Declaration, Article 4, Section 4.10; authorize the Board, on behalf of the Association, to bring an action to foreclose the lien against the Lot or to bring an action to obtain a money judgment against an Owner for damages and/or for unpaid assessments;

WHEREAS, the Declaration, Article 4, Section 4.10 and Article 11, Section 11.4 provide that Owners shall be obligated to pay fees and costs including, but not limited to, attorney fees incurred in connection with efforts to collect delinquent and unpaid assessments; and/or to enforce the provisions of the Declaration, Bylaws, and Rules and Regulations;

WHEREAS, from time to time Owners become delinquent in the payments of their assessments and fail to respond to the demands from the Board to bring their accounts current, and it is imperative assessment payments are timely received;

WHEREAS, the Board deems it in the Association's best interest to adopt a uniform and systematic procedure for the collection of unpaid assessments in a timely manner, and further believes it to be in the Association's best interest to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

NOW, BE IT RESOLVED, that the following steps be adopted to provide for the uniform and systematic procedure for the collection of unpaid assessments:

1. If any assessment remains unpaid by an Owner for more than thirty (30) calendar days from the due date for its payment, the Board or its agent shall send a notice to the Owner indicating the amount due, including notice of any late fees and interest; and demand payment thereof. If the property is vacant, the Board or its agent shall skip this step and instead send a warning of lien letter as indicated in No. 2 below.

2. If any assessment remains unpaid for more than sixty (60) calendar days from the due date, the Board or its agent shall mail a warning demanding payment and stating that if payment is not received within 30 calendar days, a lien shall be prepared and recorded against the property to protect the Association. The Owner will be assessed the cost of preparing and recording the lien.

3. If the assessment remains unpaid after 90 calendar days from the date due, the Board or its agent shall prepare a lien and a notice of lien to the Owner and record the lien with the county recorder. The notice of lien shall be mailed to the Owner with a copy of the lien within 20 calendar days of recording. The lien amount shall include all collection costs to date, including attorney's fees and the cost of preparing and/or recording the lien, any notice of lien required by law, and any notice to a first Mortgage holder, if applicable.

4. If any assessment account has a delinquent balance in excess of \$500 or remains unpaid by an Owner for more than two (2) years from the due date for its payment, the Board or its agent shall send a notice to the Owner indicating the amount due, including notice of any late fees, interest, and lien filing fees; and demand payment within 30 calendar days. The letter shall indicate that the account will be turned over to an attorney for collection if full payment is not received within that time. The Board or its agent also maintains the right to send this Intent to Create a Lien against the property to the first Mortgage holder, if applicable.

5. If the assessments remains unpaid by the Owner for more than thirty calendar days after mailing the letter, the Board shall turn over collection to the Associations' attorney ("Attorney"), who shall (a) send a written demand for payment and any notice as required by the federal Fair Debt Collection Practices Act, if applicable; and (b) may notify any first mortgage or trust deed holder of the Owner's default; if applicable. The demand for payment shall notify the Owner of the Owner's liability for payment of charges imposed by Attorney to cover fees and costs associated with all collection efforts. The demand for payment shall include all collection costs to date.

6. If any assessment remains unpaid by the Owner thirty (30) calendar days after the date of Attorney's demand, Attorney shall send Owner a ten (10) calendar day demand letter for payment notifying the Owner that if full payment is not received within 10 calendar days of the date of the letter the Association intends to file suit to either obtain a money judgment or foreclose on the lien. The demand shall include the updated amount owing, including all collection costs to date.

7. If any assessment remains unpaid by the Owner ten (10) calendar days after the attorney's ten-day demand letter/notice of intent to file suit, the Attorney shall file suit for a money judgment, unless the Board, after recommendation by Attorney, determines that lien foreclosure is advisable under the circumstances. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.

8. If the Association is successful in obtaining a money judgment, Attorney shall collect on the judgment in this order, unless the attorney determines other actions or another order of collection is appropriate under the circumstances: (1) file and send a ten (10) calendar day demand to pay judgment; (2) garnish accounts, wages and/or rents; (3) levy against any personal and real property; and (4) levy against the Lot. Additional steps may be necessary to determine the availability and location of the judgment debtor's assets. If the Association is successful in a lawsuit to foreclose on the lien, Attorney shall proceed as necessary to complete the foreclosure unless otherwise directed by the Board.

BE IT FURTHER RESOLVED that all legal fees and costs incurred in the collection of a delinquent account shall be assessed against the delinquent Owner and shall be collected as an assessment as provided in the Declaration and any applicable addendums and amendments thereto.

BE IT FURTHER RESOLVED that all contacts and/or contracts with the delinquent Owner shall be through Attorney. Neither the Board nor any of its agents shall discuss the collection of the account directly with the Owner after it has been turned over to Attorney, unless one of the attorneys is present or has consented to the contact and/or contract.

BE IT FURTHER RESOLVED, that Attorney shall have the discretion to enter into an installment payment plan with a delinquent Owner, before or after filing a lawsuit, in appropriate circumstances. In cases where a lawsuit has been filed, any such plan must be secured by a Judgment. Any payment plan providing for a down payment of less than the greater of one-third (1/3) of the delinquent balance or twice the current monthly assessment, or a duration in excess of twelve (12) months shall require approval of the Board President.

BE IT FURTHER RESOLVED that Attorney, in its initial demand notice, shall communicate to Owner that the account has been turned over to it for collection, and that all payments are to be made to Attorney until the account has been brought current. Attorney shall deposit all payments in its trust account. Attorney shall disburse all amounts collected according to the provisions of the Association and Attorney representation agreement.

BE IT FURTHER RESOLVED, that nothing in this Resolution precludes the Board from taking further action in the collection of unpaid assessments permitted by the Association's governing documents or applicable law, including, but not limited to, adopting or enforcing rules regarding the termination of utility services paid for out of assessments of the association and access to and use of recreational and service facilities available to owners and, after giving notice and an opportunity to be heard, terminate the rights of any owners to receive such benefits or services until the corrections of any violation covered by such rule has occurred.

BE IT FURTHER RESOLVED that the Board is directed to consult with Attorney and turn over for collection immediately any outstanding account where the Owner files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the Lot.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all Owners at their last known address. The Board will review all current Owner assessment accounts and begin application of these timelines immediately.

Fee Schedule

ACTION	WHEN THE ACTION WILL BE TAKEN	CHARGE
Lien Preparation	The lien preparation fee will be levied when a lien is recorded	\$90.00
Postage	The postage fee will be levied when a certified letter is mailed to owner.	Equal to actual cost incurred.
Recording	The recording fee will be levied when a lien is filed on the property.	Equal to actual cost incurred.
Returned check (NSF)	The returned check fee will be levied when payment by owner is not honored by their bank.	\$25.00
Turnover to Attorney for collection	The turnover fee will be levied when the account is delivered to the attorney for collection at approximately 120 calendar days past due.	\$250.00

Examples of delinquent warning letters to be sent to homeowners in attempt to collect debt

FIRST WARNING LETTER

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

According to our records, you are now thirty calendar days or more past due in payment of the Assessments owed to Horn Rapids Master Homeowners Association (HRMHA). As per the Assessment and Compliance Payment Resolution a finance charge of 1.5% of the delinquent assessment has been assessed to your account. The total due, as of the above date, is «TOT AMT DUE».

«ITEMIZED BALANCES-INCLUDING PREPAID»

If there is a reason that you are withholding payment or if you are experiencing some financial hardship, please contact our office above to discuss the matter.

We urge you to make full payment immediately or contact the President of the HRMHA at President@hornrapidshoa.com to avoid further collection charges. Payment in the form of check or money order can be mailed to 2600 Clubhouse Lane, Richland, WA 99354 or at the HOA mailbox located at the pool parking lot.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

2ND WARNING LETTER

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

A review of our files indicates that you are over 60 calendar days past due. As per the Assessment and Compliance Payment Resolution a finance charge of 1.5% of the delinquent balance has been added to your account. Your total amount due is «TOT AMT DUE».

«ITEMIZED BALANCES-INCLUDING PREPAID»

Your failure to pay the balance due to the Horn Rapids Master Homeowners Association (HRMHA) not only creates problems for the Association in meeting its financial obligations but will result in additional costs to you since you are responsible for any costs incurred by the Community in order to collect your delinquent balance.

The Community's legal documents provide that legal action may be initiated to collect delinquent balances from homeowners. These actions include filing a Lien against your home and turning your account over to an attorney for collections. The Community hereby notifies you that it intends to pursue all legal actions allowed by law to collect the amount you owe. Once legal action is initiated, it will not be terminated until you pay the full amount of delinquent Assessments, late fees, interest, attorney's fees and other costs of collection.

If you would like to set up a payment plan please contact the President of HRMHA at President@hornrapidshoa.com to discuss the matter. Failure to take immediate action either by making full payment or contacting this office will force us to proceed with the collection procedure approved by the Community. Payment in the form of check or money order can be mailed to 2600 Clubhouse Lane, Richland, WA 99354 or at the HOA mailbox located at the pool parking lot.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF INTENTION TO CREATE A LIEN

Re: «PROP. STREET ADDRESS»

Dear «OWNER'S NAME»:

The records of Horn Rapids Master Homeowners Association (HRMHA) show that your account is more than ninety calendar days past due and you have an outstanding balance of «TOT AMT DUE».

«ITEMIZED BALANCES-INCLUDING PREPAID»

Demand is hereby made for immediate payment of the balance in full. **If payment in full is not received, Horn Rapids Master Homeowners Association, through its Agent, will file a Statement of Lien against your home and this matter may be referred to Legal Counsel in thirty (30) calendar days in accordance with the policies of the Association. All attorney's fees incurred in the collection of your balance will be added to your account.**

If you wish to dispute the Community's right to create a lien for non-payment of assessments or dispute the amount of delinquency referred to above, you have the right to a hearing before the Community's Board of Directors. If you wish such a hearing you must request it in WRITING within ten (10) calendar days of the date of this letter. You will then be advised of the hearing date, time and place.

This is the only Notice of Intention to Create a Lien you will receive before the Statement of Lien is recorded to secure delinquent assessments. Please send full payment to avoid further collection action and expense. Payment in the form of check or money order can be mailed to 2600 Clubhouse Lane, Richland, WA 99354 or at the HOA mailbox located at the pool parking lot.

The Board or its agent also maintains the right to send this Intent to Create a Lien against the property to the first Mortgage holder, if applicable.

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

ADDENDUM B, ENFORCEMENT AND FINES PROCESS

1.0 PURPOSE AND SCOPE

This Addendum provides guidance for the Rules, Regulation and Enforcement Committee (RR&EC) as well as Enforcement Officer's (EO) when performing duties associated with enforcement of rules and regulations described in the various governing documents of the Association (e.g. CC&Rs, Rules and Regulations, Architectural Controls Guidelines, Bylaws, City and State Codes). The aforementioned rules were written and/or adopted by the Board of Directors to ensure that:

- Property values are protected
- Deter nuisance activity and promote conformity
- Homes remain aesthetically pleasing
- Amenities and Common areas are well maintained and protected from abuse

This policy is intended to provide the RR&EC and EOs, expectations on how to review and enforce policies related to HRMHA requirements. In most cases, the homeowner is not aware of the requirements or has chosen to ignore the rules and requirements of the Association. The Association will make every effort to educate before imposing notice of violation or fines. Issuing fines and penalties therefore, should be the last course of action.

2.0 RESPONSIBILITIES

1. Board of Directors (Board) are responsible to appoint the Enforcement Officer(s) and when necessary make final determination of enforcement actions which result in fines and other monetary impacts to homeowners.
2. The President of the HRMHA is responsible to oversee the conduct and behavior of the RR&EC and EOs to ensure that a fair but firm approach is being used when enforcing standards and requirements defined in HRMHA documents.
3. The Vice President (VP) of the HRMHA is responsible for the direct guidance of the RR&EC and EOs when conducting official business. This position, in most cases, will be the Chair for the RR&EC.
4. RR&EC Committee is responsible for issuing fines or suspensions of rights when evidence has shown that a homeowner is in violation of a HRMHA requirement and is not willing to correct the issue. The Committee will conduct investigations and hearings to gather additional information related to the violation before issuing the fine or suspension of rights.
5. RR&EC Chair must be a voting member of the Board of Directors and is responsible for ensuring that at least four (4) members of the committee are in attendance for all RR&EC sessions.
6. Enforcement Officer(s) are responsible to educate homeowners on the rules and requirements of the community as it relates to activities that are not conforming to the HOA standards and expectations. EO's will report issues to the RR&EC, make home

visits as necessary, issue notice of violations/Stop Works and work with homeowners to resolve issues.

7. Committee Members are responsible to understand the various documents that govern HRMHA and provide input when necessary on interpretation of the requirements. Other duties include recommending changes to this policy or higher level documents when it becomes necessary to do so. The committee is comprised of at least three members, with the Chair being a voting member of the Board.

3.0 INVESTIGATION OF POTENTIAL ISSUE/CONCERN

1. When NOTIFIED of an issue occurring at a homeowner's physical property, the EO's shall physically go to the location reported and confirm if the issue is valid and warrants correction.

- a. IF the reported issue is NOT valid or more information is needed to make a determination, take no action with homeowner.

Conduct research and if research concludes no issues, then report findings or observation to the requester of the issue.

- b. IF the reported issue is valid but is considered minor in nature, document the issue on section 1 of Attachment 1 "Problem Evaluation" form for tracking purposes. In most cases, the minor infraction can be resolved by placing a door hanger on the property or sending an email to the homeowner explaining the issue and asking for help to resolve the issue. Activation of the RR&EC is not necessary unless this issue is a reoccurring infraction that warrants a stronger approach.

- c. IF the reported issue is clearly a violation of either the CC&Rs or Rules and Regulations, issue a Notice of Violation to the homeowners (see attachment 2), document on Problem Evaluation form and report the violation to the RR&EC. The homeowner must correct the issue immediately or contact the EO to determine a path forward.

Note - If the homeowner is unresponsive or appears to be uncooperative, the EO shall vacate the property at once.

- d. IF the issue is outside the jurisdiction of the HOA, inform the requester that the HOA has no jurisdiction on the concern.
 - e. The VP shall review all issues and if required, convene an RR&EC meeting to review the issue/concern.

4.0 RR&EC ISSUES REVIEW

1. The RR&EC shall convene at the request of the EO and determine the level of fine or suspension to be levied on the Homeowner.
2. If progressive enforcement is warranted by a majority vote, the RR&EC Chair shall complete section 1 of Attachment 1 and send the form to the President.
3. The President shall review and approve/reject/modify the recommended actions to be taken by the committee.
 - a. Fine amounts are to be set and revised by the RR&EC based on the facts and circumstances of each violation. A Minimum fine shall not be less than \$10.00 per calendar day. Maximum fine shall not be more than \$50.00 per calendar day. Homeowner shall forfeit their right to vote on matters affecting the community and forfeit their privileges to use facilities managed by the HOA including any common areas until the fine is paid in full.

5.0 ENFORCEMENT OF RR&EC JUDGEMENTS

1. A notice of pending fine or loss of privileges shall be sent via certified mail to the homeowner indicating the violation, amount of potential fine and/or loss of privileges unless the homeowner contacts the RR&EC requesting dispute resolution within 7 calendar days (see section 6.0, Dispute Resolution) or the matter is corrected by the homeowner within the established timeframe.
2. IF after 7 calendar days, no request for dispute resolution has been received, the fine shall become an assessment against the property and collected as an itemized amount during the next dues assessment via the bookkeeper.

6.0 DISPUTE RESOLUTION

1. If the homeowner disagrees with the notice of violation, the homeowner must submit a written notice to the RR&EC requesting a hearing no more than 7 calendar days from the date the notice of violation was given to the homeowner.
2. If the homeowner dispute is received within 7 calendar days of notice, the Chair of the RR&EC shall arrange for the homeowner and committee to meet and discuss the dispute. Once the homeowner has presented their argument, the homeowner shall be excused from the hearing to allow the committee members to review and render judgment.
3. If a resolution without monetary penalty is agreed upon by the committee, a written agreement shall be sent to the homeowner for concurrence and tracked until the homeowner is in full compliance. Failure of the homeowner to fulfill his/her agreement will result in progressive enforcement up to an including issuing fines without another hearing.

4. If the committee determines that fines or penalties should be assessed, the fine shall be assessed against the homeowner by means of adding the fine amount to their quarterly assessment notice. All fines will then be collected via the collection process in Addendum A.

ATTACHMENT 1, PROBLEM EVALUATION

FORM NUMBER: <<YEAR-____>>

PROBLEM EVALUATION FORM			
Home Owner:		Address:	
Section 1	How discovered:		
	Date of Site Visit:	Time of Site Visit:	
	Description of Issue:		
	Source Document:		
	Immediate Action(s) Taken:		
	Actions Recommended:		
	Enforcement Officer:		
	Determination by RR&EC:		
	RR&EC Chair:		
	President Review and Date:		
Section 2	Date Homeowner Resolved Issue:		
	Actions Taken:		
	Enforcement Officer:		Date:
	Board Review:		Date:

ATTACHMENT 2, VIOLATION NOTICE

Notice of Violation

Home Owner: _____

Address: _____

Pursuant to the Horn Rapids Master Homeowners Association (HRMHA) Rules and Regulations Addendum B (Enforcement and Fines Process), the property owner listed above is hereby notified he/she is in violation of the CC&R and/or HRMHA Rules and Regulations. This matter will be brought before the HRMHA Rules, Regulations and Enforcement Committee (RR&EC) for action unless the violation is corrected by the date indicated below.

Specific Violation:

The violation above must be corrected no later than (date): _____

Failure to correct this violation by the date above will result in the loss of privileges as well as fines levied against you and/or your property by the RR&EC of \$10 per calendar day (up to a maximum of \$50/calendar day) for each violation. If violation is not corrected within 30 calendar days, an additional \$10 per calendar day will be assessed against the property.

Appeals:

Before the RR&EC may impose any penalties as outlined in Addendum B of the HRMHA Rules and Regulations, you have an opportunity to bring the matter before the RR&EC Committee within 7 calendar days.

The Committee will then notify you of the hearing date and time within 7 calendar days after your request for hearing.

Mail request for hearing to;

Chair, RR&EC, Horn Rapids Master Homeowners Association
2600 Clubhouse Lane
Richland, WA 99354

Or contact the Vice President of the HOA at Vice.President@hornrapidshoa.com

Enforcement Officer _____ Date: _____

Chair, RR&EC _____ Date _____

COMMERCIAL LICENSING AGREEMENT

This Commercial Licensing Agreement is made and effective August 25, 2003 by and between The City of Richland, Washington, ("Owner" or "Licensor") and Columbia Golf Associates ("Licensee").

Licensor is the owner of land and improvements commonly known as the Horn Rapids Golf Course ("the Golf Course") in Richland, Washington, a full legal description of which is attached as Exhibit A to this Licensing Agreement ("the Premises") and incorporated herein by this reference as if set forth at length.

Licensor desires to license rights to operate a golf course on the Premises to Licensee, and Licensee desires to be licensed by Licensor to operate a golf course on the Premises for the term and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. Term

A. Licensor hereby licenses to Licensee the exclusive right to operate a golf course on the Premises, and Licensee hereby receives such license from Licensor, for an "Initial Term" beginning August 25, 2003, and ending at the date and time when the Court-Determined Local Improvement District foreclosure redemption period terminates; provided, however, that the term of this License shall end sooner if the Licensee or its designee redeems the property sooner; provided, further, that the Licensee shall in any event have the option to terminate this License earlier upon 120 days written notice to the Licensor. Licensor shall use its best efforts to give Licensee possession as nearly as possible at the beginning of the License term. If Licensor is unable to timely provide the Premises, license fees shall abate for the period of delay.

B. Licensee may seek renewal of the License for extended terms of one years by notifying Licensor not less than one hundred eighty (180) days prior to the expiration of each term of its request for renewal. Should Licensee not provide notice as provided in this subsection, Licensor will be allowed during the last five months of the license term to show the property to prospective purchasers/operators upon appropriate and reasonable notice to the on-site operator. The terms and conditions of any renewal of this License shall be subject to the later mutual agreement of the parties, and either party shall be free to refuse to consider any renewal. Licensor shall retain sole and absolute discretion in granting any additional terms for this license.

The Licensor shall have the right to review the balance sheet and profit and loss statement on the Licensee's operation at the Golf Course either during the 120-day period mentioned above following the Licensee's giving of notice of early termination of the License or during the last 120 days of the License term, assuming the parties have not agreed upon an extension of this License for a renewal term. The Licensor shall also have the right during said

120-day time periods to show the Golf Course and Premises to prospective purchasers/operators at reasonable times and upon reasonable advance notice to Licensee.

2. License Fee

A. Licensee shall pay to Licensor during the Initial Term a license fee of \$1.00 per year, payable in advance on the first day of each calendar year during the license term to Licensor at such place designated by written notice from Licensor. The license payment amount for any partial calendar years included in the license term shall be prorated on a daily basis.

B. The license fee for any renewal license term, if created as permitted under this License, shall be \$1.00 per year payable in annual installments as described above.

3. Use

Licensee shall use the Premises to continue to operate Horn Rapids Golf Course to the standards to which it has been operated since its inception but in any event to the level of the Golf Course Maintenance Specifications as provide in Exhibit B. Licensee's rights and responsibilities to operate the Golf Course shall include but not be limited to: managing the Golf Course, clubhouse, pro shop, restaurant and banquet facilities; managing the putting course and driving range; maintaining the Premises in a condition consistent with their condition at the commencement of the Initial Term of this License; hiring and firing employees and independent contractors; applying for, obtaining and maintaining in full force and effect all necessary permits and licenses; purchasing, maintaining, repairing or replacing all necessary equipment and supplies; complying with all legal requirements, including applicable environmental laws; and preparing and maintaining the Golf Course's books, accounts and records. Throughout the term of this License, including any extensions beyond the Initial Term, Licensee shall be entitled to any and all profits derived from the operation of the Golf Course and shall be responsible for any and all losses suffered by the Golf Course.

4. Property Rights

During the term of this License, Licensor and Licensee shall work together to resolve inconsistent or inaccurate legal boundaries. Prior to completing any boundary modifications, the City shall consult with and consider the position of the Licensee as that position relates to the use of the property as a golf course. However, the final determination of the extent of any boundary change shall be made by the City of Richland, holding the property in trust for the Local Improvement District Guaranty Fund, and consistent with the continued use of the property as a golf course.

Licensor hereby vests in Licensee, throughout the term of this License, full legal right and power to oppose any trespass or other infringement, intrusion or burden upon the Premises, including but not limited to allowing Licensee to proceed in Licensor's name to oppose any such trespass or other infringement.

5. Ownership Rights

Licensor hereby agrees and acknowledges that it does not own and has no claim against any of the buildings and equipment listed on Exhibit C to this Agreement or the Golf Course business itself. Upon the termination or other conclusion of this License, title to and right to possession of the buildings and equipment listed in Exhibit C shall remain Licensee's, including the right to remove the buildings and equipment from the Premises. The Licensor shall have the right but not the obligation to purchase the personal property, including facilities claimed to be personal property in Exhibit C for such amount as shall be mutually agreeable to the parties. In order to assist the negotiation of the parties, if deemed necessary, the parties may agree to have the property on Exhibit C appraised by a mutually acceptable appraiser, with the appraisal expenses split between the parties. Regardless, such appraisal shall be for information purposes only and shall not be binding upon either of the parties absent later mutual agreement.

6. Assignment

Licensee shall have the right without Licensor's consent to assign this License to a corporation with which Licensee may merge or consolidate, to any subsidiary of Licensee, to any corporation under common control with Licensee, or to a purchaser of substantially all of Licensee's assets. Except as set forth above, Licensee shall not relicense all or any part of the Premises or assign this License in whole or in part without Licensor's consent, such consent not to be unreasonably withheld or delayed. As a result of the prior relationship between the Licensor and Licensee, and in settlement of some of the issues between the parties, the City reserves the right to modify some or all of the favorable terms in this License should there be an assignment of this License to any party, unless such assignment is a related or wholly owned entity of the Licensee or its principals

7. Repairs

During the License term, Licensee shall make, at Licensee's expense, all reasonable and necessary repairs to the Premises.

8. Alterations and Improvements

Licensee, at Licensee's expense, shall have the right following Licensor's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Premises from time to time as Licensee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Licensee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Licensee at the commencement of the License term or placed or installed on the Premises by Licensee thereafter, shall remain Licensee's property free and clear of any claim by Licensor. Licensee shall have the right to remove the same at any time during the term of this License provided that all damage to the Premises caused by such removal shall be repaired by Licensee at Licensee's expense.

9. Property Taxes

Licensee shall pay all current, general real estate taxes (or leasehold taxes, if applicable) as they come due during the term of this License. The parties further agree that the Licensor shall pay all outstanding, delinquent real estate taxes and related interest and penalties prior to county tax foreclosure, and in consideration of the same, the Licensee agrees that in the event the Licensee redeems the property from the Local Improvement District foreclosure sale, then the Licensee shall repay the Licensor for the delinquent taxes, interest and penalties paid by the Licensor under an installment arrangement as follows: The total amount of taxes, interest and penalties paid by City to be repayable on monthly installment basis fully amortized over five years with interest at 5% per annum on the declining principal balance.

Each party shall timely pay the personal property taxes on their respective personal property situated on the Premises.

10. Insurance

Licensee agrees to maintain and pay for, throughout the term of this License, insurance on the Premises of the same type(s) and at the same coverage limits as the insurance covering the Premises as of May 1, 2003. Prior to execution of this license agreement, Licensee shall provide documentation to the Licensor of insurance coverage which names the Licensor as a named insured and permit time for the Licensor to determine that such coverage is adequate to protect the Licensor. The Licensee will provide to Licensor thirty (30) days notification prior to the termination, modification or change in provider for this insurance.

11. Utilities

Licensee shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Licensee on the Premises during the term of this License unless otherwise expressly agreed in writing by Licensor. In the event that any utility or service provided to the Premises is not separately metered, Licensor shall pay the amount due and separately invoice Licensee for Licensee's pro rata share of the charges. Licensee shall pay such amounts within fifteen (15) days of invoice.

12. Entry

Licensor shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Licensor shall not thereby unreasonably interfere with Licensee's business on the Premises.

13. Damage and Destruction

If the Premises or any part thereof or any pertinence thereto is damaged by fire or other casualty, then the parties agree that any applicable insurance proceeds shall be utilized for the repair or rebuilding of the same, unless the parties mutually agree otherwise in writing.

14. Default

If Licensor or Licensee defaults at any time on any of the covenants or conditions to be kept, observed and performed by it, respectively, and such default shall continue for thirty (30) days after notice thereof in writing to the party in default by the non-defaulting party without correction thereof then having been commenced and thereafter diligently prosecuted, the non-defaulting party may declare the term of this License ended and terminated by giving the defaulting party written notice of such intention. If Licensee is in default, Licensor gives proper notice of default and Licensee does not surrender possession of the Premises, Licensor may reenter the Premises. The non-defaulting party shall have, in addition to the remedy above provided, any other right or remedy available on account of default, either in law or equity. The non-defaulting party shall use reasonable efforts to mitigate its damages, if any.

15. Representations and Warranties

15.1 Licensor's Representations and Warranties. As a material inducement for Licensee to enter into this Agreement, Licensor represents and warrants the following:

- (1) *Power and Authority.* That it is a municipality duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Licensor of Licensor's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Licensor is a party or by which Licensor is bound.
- (2) *Authorization; Valid Obligation.* That all actions required to be taken by or on behalf of Licensor to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Licensor enforceable in accordance with its terms, except as the same may be affected by moratoriums or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (3) *Executive Parties.* That the persons executing this Agreement on behalf of Licensor have full power and authority to bind Licensor to the terms hereof.
- (4) *Licensor's Understanding.* That in entering into this Agreement, Licensor has not relied on any statement as to the possibility of future success or as to any similar matters which may have been prepared by Licensee or by any of its Affiliates and understands that no guarantee is made or implied

by Licensee or by any of its Affiliates as to the future earnings or financial success of the Premises.

- (5) *Legal Requirements.* That there are no existing violations of Legal Requirements with respect to the Premises.

15.2 Licensee's Representations and Warranties. As a material inducement to Licenser to enter into this Agreement, Licensee represents and warrants the following:

- (1) *Power and Authority.* That it is a partnership duly organized, validly existing and in good standing under the laws of the State of Washington; that it is duly qualified to do business and is in good standing in the State of Washington; that it has all necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by Licensee of Licensee's obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which Licensee is a party or by which Licensee is bound.
- (2) *Authorization: Valid Obligation.* That all actions required to be taken by or on behalf of Licensee to authorize it to execute, deliver and perform its obligations under this Agreement have been taken, and that this Agreement is a valid and binding obligation of Licensee enforceable in accordance with its terms, except as the same may be affected by bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
- (3) *Executing Parties.* That the persons executing this Agreement on behalf of Licensee have full power and authority to bind Licensee to the terms hereof.
- (4) *Licensee's Understanding.* That in entering into this Agreement, Licensee has not relied on any statement from Licenser or any representative or partner of Licenser, except for the Licenser's representations and warranties contained in this Agreement.

16. Quiet Possession

Licenser covenants and warrants that upon performance by Licensee of its obligations hereunder, Licenser will keep and maintain Licensee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Premises during the term of this License. However, during the last 120 days of the then current and final term, Licensee shall permit Licenser access at reasonable times and upon reasonable advance notification, to show and evaluate the Golf Course, and its maintenance and operations.

17. Brokers

Licensee represents that Licensee was not shown the Premises by any real estate broker or agent and that Licensee has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge in connection with this License.

18. Waiver

No waiver of any default of Licensor or Licensee hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Licensor or Licensee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

19. Memorandum of License

The parties hereto contemplate that this License should not and shall not be filed for record, but in lieu thereof, at the request of either party, Licensor and Licensee shall execute a Memorandum of License to be recorded for the purpose of giving record notice of the appropriate provisions of this License.

20. Headings

The headings used in this License are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this License.

21. Successors

The provisions of this License shall extend to and be binding upon Licensor and Licensee and their respective legal representatives, successors and assigns.

22. Consent

Licensor shall not unreasonably withhold or delay its consent with respect to any matter for which Licensor's consent is required or desirable under this License.

23. Compliance with Law

Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee's use of the Premises. Licensor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises.

24. Applicable Law

This Agreement and all provisions hereof, irrespective of the place of execution or performance, shall be construed and enforced in accordance with the laws of the State of Washington. Venue for all actions or claims pursuant to this Agreement shall be Seattle, Washington.

25. Savings Clause

If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be held invalid or unenforceable to any extent, the same shall not affect the validity or enforceability of the remainder of this Agreement.

26. Attorneys' Fees and Expenses

In the event of any dispute or litigation concerning the enforcement, validity or interpretation of this Agreement, or any part hereof, the prevailing party shall be entitled to all its reasonable costs, charges, fees and expenses (including reasonable attorneys' fees and costs) from the other party, regardless of whether any litigation is initiated or prosecuted to judgment. The term "attorneys' fees and costs" shall also include, without limitation, all such fees and costs incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and costs were incurred, and shall include all such fees and costs incurred or anticipated to be incurred in collecting or enforcing any judgment in connection therewith.

27. Non-Discrimination in Employment

Licensee will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex or national origin. Licensee will use reasonable and diligent efforts to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Licensee shall not discriminate with respect to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

28. No Third-Party Beneficiaries

This Agreement is not intended and shall not be deemed or construed to convey any rights, powers or privileges on any person, firm, partnership, corporation, or other entity not a party hereto except as may be expressly provided herein to the contrary.

29. Counterparts

This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same Agreement.

30. Independent Contractor

Licensor and Licensee acknowledge and agree that Licensee will act as an independent contractor in the performance of its duties and responsibilities set forth in this Agreement. No provisions hereunder shall be intended to create a partnership or joint venture between Licensor and Licensee with respect to the Premises or otherwise, and neither party shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement.

31. Confidentiality

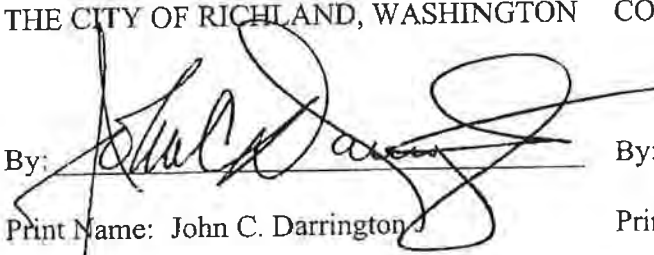
Licensor shall hold confidential any information which Licensor receives in connection with the performance of its obligations hereunder and which concerns Licensee or its operations or business and shall not disclose all or any portion of such information to any third party, except for such disclosures as are reasonably necessary to perform Licensor's obligations hereunder or are required by law or by any proposed lender or mortgagee of the Premises. During the last 120 days of this License, the Licensor shall be provided full access to course performance information for use in presenting to potential purchasers and for valuation purposes.

32. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

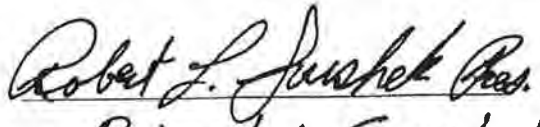
IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

THE CITY OF RICHLAND, WASHINGTON COLUMBIA GOLF ASSOCIATES

By: 

Print Name: John C. Darrington

Title: City Manager

By: 

Print Name: Robert L. Sourshek

Title: Pres.

APPROVED AS TO FORM:

By: Thomas O. Lampson

Print Name: Thomas O. Lampson

Title: City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that John Darrington and Thomas O. Lampson are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it as the City Manager and City Attorney, respectively, of the City of Richland, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 25th day of August, 2003.

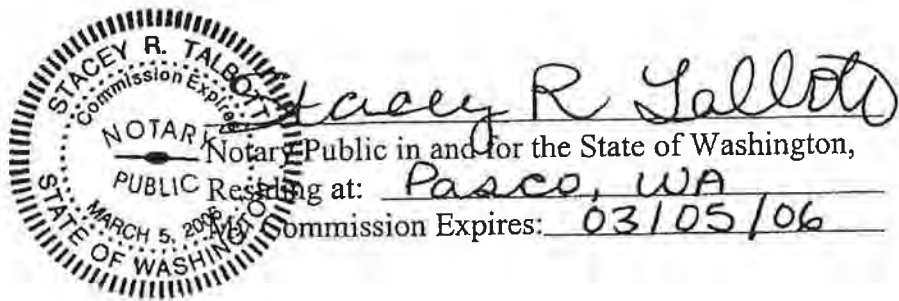


Debra Wiseman
NOTARY PUBLIC, State of Washington,
residing at West Richland
My Commission expires: 11-19-06

STATE OF WASHINGTON)
 : ss.
COUNTY OF BENTON)

I CERTIFY that I know or have satisfactory evidence that ROBERT L. SOUSHEK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument, and acknowledged it as the PRESIDENT, respectively, of COLUMBIA GOLF ASSOCIATES, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 15th day of August, 2003.



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SECTION 29 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 29: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

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SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

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MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

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12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

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DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) (AKA GOLF COURSE) LESS THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 7, BLOCK 3, PLAT OF HORN RAPIDS DIVISION 1 AS RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 72.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT: THENCE NORTH 76 DEGREE 20 MINUTES 22 SECONDS WEST A DISTANCE OF 12.81 FEET: THENCE NORTH 24 DEGREES 59 MINUTES 57 SECONDS WEST A DISTANCE OF 56.00 FEET: THENCE NORTH 26 DEGREES 20 MINUTES 27 SECONDS EAST A DISTANCE OF 12.81 FEET TO THE POINT OF BEGINNING. (12/28/95)
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SECTION 28 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 28: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

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SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

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MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

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12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

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DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE LESS THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 15, BLOCK 1, PLAT OF HORN RAPIDS DIVISION 1 AS RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON: THENCE NORTH 71 DEGREES 13 MINUTES 59 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 145.00 FEET TO THE MOST WESTERLY CORNER THEREOF: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET TO THE POINT OF BEGINNING. (QCD 12/28/95 AF#95-29750)
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SECTION 20 TOWNSHIP 10 NORTH RANGE 28 EAST: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 20:AKA GOLF COURSE THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

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SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

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MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

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12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

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DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE
END OF FILE

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SECTION 21 TOWNSHIP 10 NORTH RANGE 28: THAT PORTION OF THE FOLLOWING DESCRIBED LEGAL LYING WITHIN SAID SECTION 21: (AKA GOLF COURSE) THOSE PORTIONS OF SECTION 20, 21, 28 AND 29, TOWNSHIP 10, NORTH RANGE 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28: THENCE NORTH 89 DEGREES 22 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 210.81 FEET TO THE SOUTH-WESTERLY MARGIN OF STATE ROUTE 240 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 92.39 FEET TO A POINT OF CURVE: THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH-WESTERLY MARGIN ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 10,085.00 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREE 03 MINUTES 39 SECONDS A DISTANCE OF 186.73 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 06 SECONDS WEST A DISTANCE OF 255.00 FEET: THENCE SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST A DISTANCE OF 475.39 FEET: THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 77.90 FEET TO A POINT DESIGNATED AS POINT 'A' FOR THE PURPOSE OF THIS DESCRIPTION: THENCE NORTH 82 DEGREES 18 MINUTES 42 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 742.00 FEET THROUGH A CENTRAL ANGLE OF 29 DEGREES 43 MINUTES 31 SECONDS A DISTANCE OF 384.95 FEET: THENCE NORTH 14 DEGREES 59 MINUTES 24 SECONDS WEST A DISTANCE OF 508.70 FEET: THENCE NORTH 16 DEGREES 01 MINUTES 50 SECONDS EAST A DISTANCE OF 135.61 FEET: THENCE NORTH 51 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 1,333.37 FEET: THENCE NORTH 85 DEGREES 53 MINUTES 49 SECONDS WEST A DISTANCE OF 563.46 FEET: THENCE NORTH 61 DEGREES 58 MINUTES 50 SECONDS WEST A DISTANCE OF 358.65 FEET: THENCE NORTH 77 DEGREES 12 MINUTES 20 SECONDS WEST A DISTANCE OF 445.05 FEET: THENCE NORTH 70 DEGREES 47 MINUTES 09 SECONDS WEST A DISTANCE OF 969.21 FEET: THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 430.60 FEET: THENCE SOUTH 23 DEGREES 28 MINUTES 27 SECONDS EAST A DISTANCE OF 784.05 FEET: THENCE SOUTH 80 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 179.53 FEET: THENCE NORTH 87 DEGREES 48 MINUTES 16 SECONDS EAST A DISTANCE OF 595.60 FEET: THENCE NORTH 75 DEGREES 42 MINUTES 59 SECONDS EAST A DISTANCE OF 608.25 FEET: THENCE SOUTH 78 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 837.06 FEET: THENCE SOUTH 19 DEGREES 14 MINUTES 50 SECONDS EAST A DISTANCE OF 635.28 FEET: THENCE SOUTH 46 DEGREES 54 MINUTES 14 SECONDS EAST A DISTANCE OF 393.54 FEET: THENCE SOUTH 58 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 490.37 FEET: THENCE SOUTH 67 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 199.36 FEET TO A POINT OF CURVE: THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 67 DEGREES 38 MINUTES 16 SECONDS A DISTANCE OF 422.62 FEET: THENCE NORTH 45 DEGREES 12 MINUTES 04 SECONDS WEST A DISTANCE OF 544.46 FEET: THENCE NORTH 15 DEGREES 41 MINUTES 24 SECONDS WEST A DISTANCE OF 428.64 FEET: THENCE SOUTH 46 DEGREES 09 MINUTES 03 SECONDS WEST A DISTANCE OF 143.94 FEET: THENCE NORTH 73 DEGREES 25 MINUTES 15 SECONDS WEST A DISTANCE OF 829.57 FEET: THENCE SOUTH 76 DEGREES 07 MINUTES 32 SECONDS WEST A DISTANCE OF 352.03 FEET: THENCE SOUTH 87 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 592.45 FEET: THENCE NORTH 78 DEGREES 30 MINUTES 24 SECONDS WEST A DISTANCE OF 487.33 FEET: THENCE NORTH 17 DEGREES 47 MINUTES 28

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SECONDS WEST A DISTANCE OF 448.14 FEET: THENCE NORTH 14 DEGREES 02 MINUTES 54 SECONDS WEST A DISTANCE OF 699.54 FEET: THENCE NORTH 48 DEGREES 39 MINUTES 34 SECONDS EAST A DISTANCE OF 764.06 FEET: THENCE SOUTH 68 DEGREES 42 MINUTES 46 SECONDS EAST A DISTANCE OF 791.83 FEET: THENCE SOUTH 69 DEGREES 57 MINUTES 21 SECONDS EAST A DISTANCE OF 250.95 FEET: THENCE NORTH 83 DEGREES 26 MINUTES 21 SECONDS EAST A DISTANCE OF 562.80 FEET: THENCE NORTH 68 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 273.38 FEET TO SAID SOUTHWESTERLY MARGIN OF STATE ROUTE 240: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 1,912.80 FEET: THENCE SOUTH 37 DEGREES 24 MINUTES 45 SECONDS WEST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 10.00 FEET: THENCE SOUTH 52 DEGREES 35 MINUTES 15 SECONDS EAST CONTINUING ALONG SAID SOUTHWESTERLY MARGIN A DISTANCE OF 232.06 FEET TO THE TRUE POINT OF BEGINNING: TOGETHER WITH BEGINNING AT THE ABOVE DESCRIBED POINT 'A': THENCE SOUTH 11 DEGREES 11 MINUTES 50 SECONDS WEST A DISTANCE OF 84.16 FEET TO THE TRUE POINT OF BEGINNING OF HEREIN DESCRIBED TRACT: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 83.22 FEET: THENCE SOUTH 71 DEGREES 52 MINUTES 40 SECONDS EAST A DISTANCE OF 553.94 FEET: THENCE SOUTH 26 DEGREES 15 MINUTES 46 SECONDS EAST A DISTANCE OF 619.15 FEET: THENCE NORTH 86 DEGREES 21 MINUTES 24 SECONDS EAST A DISTANCE OF 303.06 FEET: THENCE SOUTH 03 DEGREES 23 MINUTES 49 SECONDS WEST A DISTANCE OF 201.19 FEET TO A POINT OF CURVE: THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 86 DEGREES 22 MINUTES 11 SECONDS A DISTANCE OF 37.69 FEET: THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 116.49 FEET TO A POINT OF CURVE: THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 75.00 FEET THROUGH A CENTRAL ANGLE OF 180 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 235.62: THENCE NORTH 89 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 104.46 FEET TO A POINT OF CURVE: THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 11 MINUTES 32 SECONDS A DISTANCE OF 39.35 FEET TO A POINT OF REVERSE CURVE: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 342.00 FEET THROUGH A CENTRAL ANGLE OF 15 DEGREES 04 MINUTES 54 SECONDS A DISTANCE OF 90.02 FEET: THENCE SOUTH 15 DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 401.33 FEET: THENCE SOUTH 76 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 47.80 FEET: THENCE SOUTH 00 DEGREES 06 MINUTE 53 SECONDS EAST A DISTANCE OF 396.07 FEET: THENCE SOUTH 86 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 373.35 FEET: THENCE SOUTH 65 DEGREES 41 MINUTES 19 SECONDS WEST A DISTANCE OF 1357.19 FEET: THENCE SOUTH 60 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 163.03 FEET: THENCE NORTH 48 DEGREES 12 MINUTES 13 SECONDS WEST A DISTANCE OF 944.01 FEET: THENCE NORTH 74 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 320.97 FEET: THENCE SOUTH 63 DEGREES 08 MINUTES 05 SECONDS WEST A DISTANCE OF 509.07 FEET: THENCE NORTH 36 DEGREES 43 MINUTES 28 SECONDS WEST A DISTANCE OF 565.10 FEET: THENCE NORTH 46 DEGREES 16 MINUTES 39 SECONDS WEST A DISTANCE OF 99.56 FEET: THENCE NORTH 77 DEGREES 09 MINUTES 32 SECONDS A DISTANCE OF 426.92 FEET: THENCE NORTH 64 DEGREES 31 MINUTES 19 SECONDS WEST A DISTANCE OF 1036.94 FEET: THENCE NORTH 60 DEGREES 52

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MINUTES 51SECONDS WEST A DISTANCE OF 721.93 FEET: THENCE NORTH 52 DEGREES 24 MINUTES 10 SECONDS EAST A DISTANCE OF 1106.57 FEET: THENCE NORTH 57 DEGREES 31 MINUTES 24 SECONDS EAST A DISTANCE OF 405.23 FEET: THENCE SOUTH 84 DEGREES 34 MINUTES 09 SECONDS EAST A DISTANCE OF 747.48 FEET: THENCE SOUTH 24 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 3.75 FEET: THENCE SOUTH 64 DEGREES 02 MINUTES 25 SECONDS WEST A DISTANCE OF 19.20 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 25 DEGREES 38 MINUTES 27 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 642.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 14 MINUTES 30 SECONDS A DISTANCE OF 114.79 FEET: THENCE SOUTH 35 DEGREES 05 MINUTES 34 SECONDS WEST A DISTANCE OF 90.59 FEET: THENCE SOUTH 24 DEGREES 59 MINUTES 57 SECONDS EAST A DISTANCE OF 569.00 FEET: THENCE SOUTH 65 DEGREES 55 MINUTES 12 SECONDS EAST A DISTANCE OF 134.00 FEET: THENCE NORTH 71 DEGREES 09 MINUTES 42 SECONDS EAST A DISTANCE OF 149.73 FEET: THENCE NORTH 86 DEGREES 38 MINUTES 39 SECONDS EAST A DISTANCE OF 494.00 FEET: THENCE SOUTH 75 DEGREES 23 MINUTES 03 SECONDS EAST A DISTANCE OF 59.34 FEET: THENCE SOUTH 81 DEGREES 05 MINUTES 30 SECONDS EAST A DISTANCE OF 124.00 FEET: THENCE SOUTH 64 DEGREES 55 MINUTES 14 SECONDS A DISTANCE OF 249.01 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 57 DEGREES 37 MINUTES 50 SECONDS WEST: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 358.00 FEET THROUGH A CENTRAL ANGLE OF 32 DEGREES 57 MINUTES 26 SECONDS A DISTANCE OF 205.93 FEET: THENCE SOUTH 65 DEGREES 19 MINUTES 36 SECONDS WEST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE SOUTHWEST-ERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 692.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 123.42 FEET: THENCE NORTH 73 DEGREES 07 MINUTES 56 SECONDS WEST A DISTANCE OF 280.12 FEET: THENCE SOUTH 87 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 165.92 FEET: THENCE SOUTH 67 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 167.28 FEET: THENCE SOUTH 47 DEGREES 50 MINUTES 27 SECONDS WEST A DISTANCE OF 167.15 FEET: THENCE SOUTH 30 DEGREES 28 MINUTES 55 SECONDS WEST A DISTANCE OF 97.63 FEET: THENCE NORTH 51 DEGREES 42 MINUTES 21 SECONDS WEST A DISTANCE OF 247.93 FEET: THENCE NORTH 38 DEGREES 17 MINUTES 39 SECONDS EAST A DISTANCE OF 65.47 FEET: THENCE NORTH 25 DEGREES 35 MINUTES 45 SECONDS WEST A DISTANCE OF 807.46 FEET: THENCE NORTH 84 DEGREES 59 MINUTES 07 SECONDS WEST A DISTANCE OF 460.71 FEET: THENCE SOUTH 64 DEGREES 26 MINUTES 40 SECONDS WEST A DISTANCE OF 435.43 FEET: THENCE SOUTH 49 DEGREES 15 MINUTES 59 SECONDS WEST A DISTANCE OF 461.77 FEET: THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST A DISTANCE OF 272.44 FEET: THENCE SOUTH 66 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 637.95 FEET: THENCE NORTH 85 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 231.27 FEET: THENCE SOUTH 71 DEGREES 46 MINUTES 53 SECONDS EAST A DISTANCE OF 312.27 FEET: THENCE SOUTH 33 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 69.74 FEET: THENCE SOUTH 51 DEGREES 42 MINUTES 21 SECONDS EAST A DISTANCE OF 483.58 FEET: THENCE SOUTH 36 DEGREES 21 MINUTES 28 SECONDS EAST A DISTANCE OF 229.95 FEET: THENCE SOUTH 55 DEGREES 44 MINUTES 25 SECONDS EAST A DISTANCE OF 188.08 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 78 DEGREES

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12 MINUTES 32 SECONDS EAST: THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 462.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 18 SECONDS A DISTANCE OF 7.03 FEET: THENCE SOUTH 72 DEGREES 39 MINUTES 49 SECONDS EAST A DISTANCE OF 84.65 FEET TO A POINT ON THE ARC OF A CURVE, THE CENTER OF WHICH BEARS SOUTH 80 DEGREES 30 MINUTES 53 SECONDS EAST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 378.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 29 SECONDS A DISTANCE OF 20.72 FEET: THENCE NORTH 12 DEGREES 37 MINUTES 36 SECONDS EAST A DISTANCE OF 136.48 FEET: THENCE SOUTH 80 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 779.61 FEET: THENCE SOUTH 53 DEGREES 23 MINUTES 05 SECONDS EAST A DISTANCE OF 748.90 FEET: THENCE NORTH 52 DEGREES 06 MINUTES 57 SECONDS EAST A DISTANCE OF 532.40 FEET: THENCE NORTH 10 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 395.69 FEET: THENCE NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST A DISTANCE OF 70.67 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS NORTH 73 DEGREES 32 MINUTES 05 SECONDS WEST: THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 102 DEGREES 57 MINUTES 43 SECONDS A DISTANCE OF 89.85 FEET: THENCE NORTH 03 DEGREES 30 MINUTES 12 SECONDS EAST A DISTANCE OF 116.78 FEET: THENCE SOUTH 89 DEGREES 17 MINUTES 26 SECONDS WEST A DISTANCE OF 444.69 FEET: THENCE NORTH 76 DEGREES 22 MINUTES 48 SECONDS WEST A DISTANCE OF 1068.33 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 47 DEGREES 15 MINUTES 49 SECONDS EAST: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 16 SECONDS A DISTANCE OF 142.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 608.00 FEET THROUGH A CENTRAL ANGLE OF 10 DEGREES 13 MINUTES 09 SECONDS A DISTANCE OF 108.44 FEET: THENCE NORTH 65 DEGREES 19 MINUTES 36 SECONDS EAST A DISTANCE OF 147.35 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 14 DEGREES 20 MINUTES 28 SECONDS A DISTANCE OF 110.63 FEET: THENCE SOUTH 58 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 169.74 FEET: THENCE SOUTH 65 DEGREES 21 MINUTES 38 SECONDS EAST A DISTANCE OF 85.61 FEET: THENCE SOUTH 77 DEGREES 45 MINUTES 45 SECONDS EAST A DISTANCE OF 559.82 FEET: THENCE SOUTH 65 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 90.29 FEET: THENCE SOUTH 12 DEGREES 02 MINUTES 08 SECONDS WEST A DISTANCE OF 17.65 FEET: THENCE SOUTH 81 DEGREES 12 MINUTES 58 SECONDS EAST A DISTANCE OF 198.99 FEET: THENCE NORTH 28 DEGREES 52 MINUTES 00 SECONDS EAST A DISTANCE OF 189.93 FEET: THENCE NORTH 36 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 94.26 FEET: THENCE NORTH 38 DEGREES 03 MINUTES 16 SECONDS WEST A DISTANCE OF 83.31 FEET: THENCE NORTH 76 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 291.05 FEET: THENCE NORTH 62 DEGREES 44 MINUTES 22 SECONDS WEST A DISTANCE OF 213.55 FEET: THENCE SOUTH 81 DEGREES 00 MINUTES 01 SECONDS WEST A DISTANCE OF 77.68 FEET: THENCE NORTH 86 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 202.11 FEET: THENCE NORTH 54 DEGREES 03 MINUTES 41 SECONDS WEST A DISTANCE OF 74.38 FEET: THENCE NORTH 23 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 20.51 FEET: THENCE NORTH 57

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DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 84.76 FEET TO A POINT ON THE ARC OF A CURVE THE CENTER OF WHICH BEARS NORTH 78 DEGREES 24 MINUTES 22 SECONDS WEST: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 442.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 23 MINUTES 55 SECONDS A DISTANCE OF 3.07 FEET TO A POINT OF COMPOUND CURVE: THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 550.00 FEET THROUGH A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES A DISTANCE OF 326.70 FEET: THENCE NORTH 22 DEGREES 50 MINUTES 20 SECONDS WEST A DISTANCE OF 29.53 FEET TO A POINT OF CURVE: THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 39.27 FEET: THENCE NORTH 67 DEGREES 09 MINUTES 40 SECONDS EAST A DISTANCE OF 206.25 FEET: THENCE SOUTH 34 DEGREES 06 MINUTES 02 SECONDS EAST A DISTANCE OF 319.76 FEET: THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS EAST A DISTANCE OF 418.39 FEET: THENCE SOUTH 53 DEGREES 58 MINUTES 44 SECONDS EAST A DISTANCE OF 152.01 FEET: THENCE SOUTH 62 DEGREES 38 MINUTES 53 SECONDS EAST A DISTANCE OF 67.86 FEET: THENCE SOUTH 50 DEGREES 41 MINUTES 54 SECONDS EAST A DISTANCE OF 152.24 FEET: THENCE SOUTH 27 DEGREES 08 MINUTES 42 SECONDS EAST A DISTANCE OF 31.99 FEET: THENCE SOUTH 33 DEGREES 27 MINUTES 22 SECONDS EAST A DISTANCE OF 37.53 FEET: THENCE SOUTH 66 DEGREES 06 MINUTES 46 SECONDS EAST A DISTANCE OF 62.74 FEET: THENCE NORTH 80 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 60.09 FEET: THENCE NORTH 53 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 153.28 FEET: THENCE NORTH 06 DEGREES 31 MINUTES 51 SECONDS EAST A DISTANCE OF 144.52 FEET: THENCE NORTH 48 DEGREES 19 MINUTES 25 SECONDS WEST A DISTANCE OF 376.86 FEET: THENCE NORTH 61 DEGREES 23 MINUTES 27 SECONDS WEST A DISTANCE OF 508.82 FEET: THENCE NORTH 72 DEGREES 12 MINUTES 48 SECONDS WEST A DISTANCE OF 60.18 FEET: THENCE NORTH 34 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 136.13 FEET TO A POINT ON THE ARC OF CURVE, THE CENTER OF WHICH BEARS SOUTH 17 DEGREES 47 MINUTES 59 SECONDS EAST: THENCE EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 658.00 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 29 MINUTES 17 SECONDS A DISTANCE OF 292.71 FEET: THENCE SOUTH 82 DEGREES 18 MINUTES 42 SECONDS EAST A DISTANCE OF 17.89 FEET TO THE TRUE POINT OF BEGINNING: (PER SWD 96-6256 REC'D 3/13/96 2ND CORRECTION) AKA GOLF COURSE
END OF FILE

EXHIBIT B

GOLF COURSE MAINTENANCE SPECIFICATIONS

"Maintenance Standards" shall mean the maintenance standards for the Golf Course designed to insure maintenance of the grounds in an attractive and playable condition, which standards are set forth below, or such other similar standards that may be from time to time required by the USGA to insure a similar standard of maintenance; provided that such similar standards are (i) approved by the City, which approval shall not be unreasonably withheld, and (ii) are commensurate with the Comparable Facilities.

1. SUPERVISION OF MAINTENANCE

(a) The golf course superintendent shall be responsible for supervising the maintenance of the course. He will be a Golf Course Superintendents of America Affiliated Golf Course superintendent employed full-time at the course who will develop the maintenance program and be responsible for its implementation. At least one full-time crew member shall have a current pesticide applicator's license as required by State law.

(b) Other than during inclement weather, a full maintenance crew consisting of a minimum of seven (7) workers in season and a minimum of three (3) workers off season shall be on duty at the course, supervised by an on-duty superintendent. Regular hours will be established and maintained. The superintendent's hours shall normally be the same as those of his crew.

2. WEATHER IMPACT ON MAINTENANCE

When horticultural tasks are specified to be performed in a scheduled basis (as daily, every other day, etc.), the crew will not be expected to perform the task on the specified schedule if the performance of the task is precluded by weather conditions. The tasks shall be performed on the next available day which the weather conditions will not interfere with the reasonable performance of the task.

3. GREENS MAINTENANCE

(a) Mowing the Greens

(i) The greens shall be mowed at least five days per week (Saturday and Sunday required). Greens shall be cut at a length of 5/32" but may be adjusted, depending on the time of year

and the amount of play. A stemp meter reading of not less than seven feet is desired.

(ii) Grass clippings shall be properly disposed and at a minimum of 20 feet from all greens.

(iii) Basket devices for catching grass clippings shall be used on mowers each time a green is cut, except for the first mowing after the green has been top-dressed and two (2) days following application of granular fertilizer.

(iv) The mowing patterns shall be alternated each time a green is mowed.

(v) "Graining" or "thatch" in the greens shall be controlled as necessary by use of combs, brushes, or "verticut" attachments on greens mowers.

(b) Watering on Greens

(i) The crew shall water the greens as necessary to keep the grass in optimal growing condition.

(ii) Irrigation should produce greens that are wet evenly over the total green. Wet and dry spots are to be minimized by controller settings and by hand-watering as necessary.

(c) Top-Dressing of Greens

The crew shall top-dress each green after aeration in the spring and fall; using sand similar to that used for construction. Sand shall be applied at the rate of approximately one (1) yard of materials per green in each top-dressing process.

(d) Aeration of Greens

The crew shall aerate each green two (2) times each year, using a recognized greens aerator manufactured for that purpose.

(e) Vertical Mowing of Greens

(i) The greens shall be vertically mowed as necessary to control "graining" or "thatching".

(ii) The greens shall be vertically mowed on a 45-degree angle of difference each time they are vertically mowed to assure the most benefit from this process.

(f) Fertilizing Greens

(i) All greens shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth, health, and turgidity of the turf without allowing excessive or succulent growth.

(ii) The goal of the greens fertilization program is to provide the best possible putting surface, not to produce the maximum amount of growth.

(iii) Greens shall not be closed for fertilization, unless required by State law.

(g) Pest Control on Greens

(i) Pest control management of the greens is considered to be a constant on-going responsibility of the superintendent.

(ii) The greens shall be checked daily for fungus activity, insect infestations, or any other pest problem which will adversely affect the quality of the putting surface. The appropriate controls for these pests shall be applied as soon as necessary after their detection.

(iii) Develop an Integrated Pest Management Plan for Pest Control practices.

(iv) Horn Rapids Golf Course has had nation-wide recognition due to the fact that insecticides are never used to control pests on the property. The Audubon Society, through Washington State University, has used Horn Rapids as a proven testing ground to show that golf courses can exist without doing harm to the natural environment.

(h) Weed Control on Greens

All greens shall be maintained free of undesirable grasses and weeds. Preemergent herbicides shall be used as necessary to prevent intrusion into the greens of weeds difficult to eradicate such as goose grass, crabgrass, etc.

(i) Repair of Greens

Any damage done to the greens from any source which affects the putting surface shall be repaired immediately by the crew. All such areas shall be sodded or plugged from similar base material and same species of grass.

(j) Other Greens Requirements

(i) The crew shall repair ball marks on all greens on a daily basis.

(ii) The crew shall change the pin placement on the greens every day utilizing a systematic rotation.

(iii) Cup cutting shall be done daily during the busy season. During the winter months, cup cutting shall be done on an as-needed basis due to a lack of healing.

4. MAINTENANCE OF TEES AND APRONS

(a) Mowing of Tees and Aprons

(i) The crew shall mow all tee areas and aprons around the greens not less frequently than two times per week. Tees and aprons shall be cut at a maximum height of 5/8 inch, but may be adjusted for different types of grasses.

(ii) The crew shall not use mowing implements intended for mowing fairways for the mowing of tees or aprons.

(b) Watering of Tees and Aprons

Tees and aprons are to be watered as necessary to keep the grass in optimal growing condition. Hand-watering shall be used by the crew where necessary to augment the irrigation system.

(c) Aeration and Top-Dressing of Tees and Aprons

(i) The tees shall be aerated two (2) times per year or more as needed. They shall be top-dressed two (2) times per year using 1/4 yard of sand per square foot per application.

(ii) The aprons shall be aerated two (2) times per year. Plugs shall be chopped and returned to the apron surface.

(iii) A recognized greens aerator, manufactured for that purpose, shall be used for each area.

(d) Vertical Mowing of Tees and Aprons

Tees and aprons shall be vertically mowed as necessary to prevent thatching. They shall be mowed at different angles each time to assure the most benefit from the process.

(e) Fertilizing of Tees and Aprons

All tees and aprons shall be fertilized with nitrogen, phosphorous, potash, and other elements as needed to maintain color, growth, health, and turgidity of the turf without allowing excessive or succulent growth.

(f) Pest Control of Tees and Aprons

The tees and aprons shall be checked daily for fungus activity and insect infestations or any other pest, gopher, or burrowing animal infestations which would interfere with the playing surface or the health of the turf grasses. The appropriate controls for these pests shall be put into force as soon as necessary after their discovery, utilizing Integrated Pest Management procedures.

(g) Weed Control on Tees and Aprons

Tees and aprons shall be kept weed-free to an extent of at least 90 percent of the area by the proper and timely application of preemergent and/or postemergent herbicides.

(h) Overseeding of Tees and Aprons

(i) The tees shall be overseeded in the Fall with perennial Rye at the rate of ten (10) pounds per 1,000 square feet. This process may be combined with the aeration/top-dressing process if the superintendent so desires.

(ii) All divots on tees are to be filled with seed/sand mixture weekly or as needed, using a seed mixture of Tifway 419 is used on the tee boxes.

(i) Setup

Tee markers and all tee equipment shall be moved daily for proper play and control of turf wear.

5. MAINTENANCE OF FAIRWAY/DRIVING RANGE

(a) Mowing of Fairways/Driving Range

(i) The fairways shall be mowed at a height of 5/8 inch. The mowing heights may be adjusted as needed to provide a difference in height between fairways and the rough.

(ii) The driving range shall be mowed one (1) time per week at a height of 1" or as needed.

(iii) Excess grass clippings shall be removed mechanically to prevent damage to existing grass.

(iv) During periods of rainy weather which interfere with the normal fairway mowing schedule, the crew shall be expected to use additional mowing resources to catch up on mowing requirements so as to prevent overlying long grass.

(b) Watering of Fairways/Driving Range

Fairways and the driving range are to be watered as necessary to keep the grass in optimal playing condition.

(c) Aeration of Fairways/Driving Range

The fairways and driving range shall be aerated at least one time per year and as needed, using an aerator with 5/8" diameter spoon and a minimum penetration depth of three (3) inches.

(d) Vertical Mowing of Fairways/Driving Range

Vertical mowing of fairways and the driving range is not required except in extraordinary circumstances for disease control or to reduce thatch of stoniferous weed grasses.

(e) Fertilization of Fairway/Driving Range

(i) All fairways/driving range shall be fertilized with nitrogen, phosphorous, potash or other elements as needed to maintain color, growth, health and turgidity of the turf without allowing excessive or succulent growth.

(ii) Fairways and the driving range are to be fertilized four (4) times per year.

(f) Pest Control on Fairways/Driving Range

(i) The fairways and the driving range shall be checked daily for any pest infestation, gophers, and other burrowing animals which will affect the playing surface of the ongoing health of the turf grass.

(ii) Any pest problem recognized as such shall be dealt with as soon as possible.

6. HAZARD MAINTENANCE

(a) Sand Maintenance

(i) All sand traps shall be edged as necessary to maintain an appropriate lip, raked daily, and filled with USGA trap sand of proper color as needed to maintain a minimum 3" depth on slopes and 5" depth in the bottom.

(ii) The sand shall be raked five (5) times per week Monday, Wednesday, Friday, Saturday and Sunday in each sand trap.

(iii) The sand traps shall be kept weed-free.

7. TREES, SHRUBS AND OTHER LANDSCAPING

(a) The superintendent will be responsible for the maintenance of all the landscaping at the course.

(b) All landscaped planter areas shall be kept weed-free.

(c) All trees and shrubs shall be pruned as necessary to provide ease of play on the course and to provide aesthetic value throughout. The crew shall replace trees damaged by wind, etc., and provide staking as necessary.

(d) Any pruning on larger trees that necessitates the use of the ladders and/or mechanical raising and lowering devices to carry a person about in order to prune, thin out dead wood or debris or unwanted growth is the responsibility of the crew.

(e) The crew shall irrigate all tree shrubs and other landscape plants as necessary to maintain them in the optimum condition for growth.

(f) All dead trees, for whatever cause, shall be removed as soon as reasonably possible. Replacement trees shall be planted as soon as reasonably possible with a tree of appropriate type and size.

(g) The maintenance of the landscaped slope separating the golf course from the adjacent housing shall be the responsibility of the homeowner by agreement with CGA or will otherwise be maintained by Licensee.

(h) The crew is to keep grass adjacent to trees mowed at the same frequency and to the same height as is applicable to the location of each tree (e.g., whether fairway or rough). Large area mowers shall not be used within one (1) foot of the trunk of any tree.

(i) All newly planted trees, existing specimen trees and other landscaping shall be fertilized a minimum of one (1) time each year to maintain color, growth and vigor.

8. ROUGH

(a) Mowing

All roughs shall be mowed weekly during the growing season, and as necessary during the balance of the year, at heights between 3/4" and 1 1/2". Rough height shall not exceed 2" without the direct approval of the regional superintendent, and rough mowing shall not be suspended for any tournament without such approval. Vegetation within and along drainage ditch slopes shall be mowed or weedeatered as required to maintain a suitable appearance.

(b) Aeration

(i) Fairway-to-tree-line play areas shall be aerated at least two (2) times per year.

(ii) Within wooded play areas, aeration shall be performed as necessary to establish and/or maintain turf.

(c) Fertilization

Roughs shall be fertilized as necessary to maintain turf.

(d) Weed Control

Shall be performed as necessary to prevent seed formation and to allow proper play.

9. WETLANDS

All areas that are designated wetlands shall be maintained in their natural condition. Exotic weed species such as tamarisk, pampas grass, grant reed, and castor bean shall be removed.

10. NON-HORTICULTURAL MAINTENANCE RELATED TO PLAY ON THE COURSE

(a) Lessee shall be responsible for maintenance of all tee markers, cups, flags, ball washers, trap rakes, yardage signs, and benches on the course. Maintenance shall include repairing, painting, replacing, furnishing towels, and otherwise keeping these amenities in a good condition that is conducive to player enjoyment of and respect for the course.

(b) The cups on each green and the tee markers on each tee shall be relocated every day or as dictated by weather.

(c) The ball washers located around the course shall be serviced Monday, Wednesday, Friday, Saturday and Sunday. The towels for the ball washers shall be changed on the same schedule with clean towels furnished as needed.

(d) The superintendent shall have the responsibility to mark temporary hazards, out-of-bounds areas, and other course conditions as they occur or are required by tournament play. Definition of tournament requirements will be furnished by the starter staff in the Pro Shop at the clubhouse of the course.

(e) The crew shall pick up litter throughout the course on a daily basis. Litter receptacles are to be furnished by the Lessee and maintained by the Lessee.

(f) Vertebrate pest control shall be routinely performed throughout the property on an ongoing basis in such a manner that vertebrate pest populations are steadily reduced and eventually eliminated.

(g) A soil analysis shall be performed yearly by an approved professional laboratory.

(h) Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, or native vegetation), movement of soil

exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings shall only be undertaken with the direct approval of the City Manager or his designated representative.

11. GENERAL MAINTENANCE STATEMENT

These specifications indicate minimum practices necessary for the proper maintenance of any golf course. In no way do they limit the responsibility of the golf course superintendent for the professional care and maintenance of the property.

EXHIBIT C

CGA/RGA Personal Property & Assets

Description

1. Pro Shop Building
2. All inventory and fixtures in Pro Shop
3. All of CGA/RGA business records and point of sale system
4. All office equipment and supplies
5. All inventory and fixtures in Deli
6. Banquet Building
7. All inventory and all fixtures in Banquet Building
8. All inventory and fixtures in Cart Barn Building
9. Inventory and fixtures in Mirage Building
10. All inventory, equipment, small tools and fixtures in Maintenance Building
11. All inventory, fixtures and pump station in Pump Building
12. All outdoor amenities (furniture, water coolers, benches, ball cleaners, flower containers, etc.)



EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION
BY B. M. M. M. DEPUTY
EASEMENT 8/30/11

AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:

CASCADE TITLE CO.

Joel R. Comfort
Miller, Mertens, Comfort,
Wagar & Kreutz, PLLC
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

MISC 11-412(1)

135

Reference numbers of related documents:

Grantors: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Grantees: Columbia Golf Associates, a Washington partnership;
North Stone Richland, LLC

Abbreviated Legal Description: A portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington

Additional legal description: See Exhibit "A"

Assessor's Tax Parcel ID Numbers: 128082000001001; 128083000001003

***DECLARATION OF RESTRICTIVE COVENANT FOR
CARETAKER/GROUNDSKEEPER/SECURITY WATCHMAN ACCOMMODATIONS and
ACCESS AND UTILITY EASEMENT***

WHEREAS, Columbia Golf Associates, a Washington partnership ("CGA") and the City of Richland executed a Declaration of Restrictive Covenant for Golf Course Use on July 15, 2005 (a true and correct copy of which is attached hereto as Exhibit C), which permitted CGA to construct a single residential unit on the Golf Course Property for caretaker/groundskeeper/security watchman accommodations; and

WHEREAS, North Stone Richland, LLC is the property developer for the residential developments surrounding the Golf Course Property, and needs to have certainty regarding the building site for the caretaker/groundskeeper/security watchman accommodations for planning purposes, and to give notice to future purchasers of the affected residential lots which may be impacted by the caretaker/groundskeeper/security watchman accommodations;

WHEREAS, North Stone Richland, LLC and CGA have conferred regarding the building site for the caretaker/groundskeeper/security watchman accommodations, and North Stone Richland has set aside land to serve as a private driveway to provide CGA with access to the building site and future residence;

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

Section 1. Building Site Covenant. In addition to the covenants set forth in the Declaration of Restrictive Covenant for Golf Course Use, dated July 15, 2005, CGA agrees and covenants to locate the building site for the caretaker/groundskeeper/security watchman accommodations on the Golf Course Property in the location described in Exhibit A hereto, and depicted on Exhibit B. CGA may not relocate the building site without the express written consent of North Stone Richland, LLC.

Section 2. Access Easement. In consideration for CGA's covenant to locate the building site as described on Exhibit A, and depicted on Exhibit B, North Stone Richland, LLC hereby conveys to CGA a 20-foot easement for ingress and egress and for utilities between Lot 27 and Lot 28, as depicted on the Plat of Desert Summit, Records of Benton County, and depicted as "Tract B" on Exhibit B hereto. The cost of constructing, maintaining, and improving the easement shall be borne by CGA.

Section 3. Covenant to Run With the Land. The covenants provided for herein shall run with the land and be binding upon the parties, their successors in interest, and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise.

Section 3. Enforcement. The parties shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys fees, costs, and disbursements.

DATED this 25 day of Aug, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

NORTH STONE RICHLAND, LLC

See attached

By: Robert L. Soushek
Robert L. Soushek, Managing Partner

By: _____
Stew Stone, Member

By: _____
Ronald Bochler, Managing Member of
Santiam Development Company, LLC

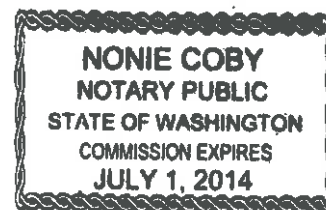
STATE OF WA)
COUNTY OF King) §

On this 25 day of Aug, 2010, before me, the undersigned Notary Public in and for the State of WA duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

Nonie Coby
NOTARY PUBLIC in and for the State of
WA, residing at Black Diamond
My Commission Expires: July 1, 2014

DECLARATION OF RESTRICTIVE COVENANT
AND ACCESS AND UTILITY EASEMENT, Page 3 of 4



DATED this 25th day of August, 2011.

COLUMBIA GOLF ASSOCIATES ,
A Washington Partnership

NORTH STONE RICHLAND, LLC

By: _____
Robert L. Soushek, Managing Partner

By: Stew Stone
Stew Stone, Member

By: Ronald Bochslers
Ronald Bochslers, Managing Member of
Santiam Development Company, LLC

STATE OF _____)
COUNTY OF _____) §

On this _____ day of _____, 2010, before me, the undersigned Notary Public in and for the State of _____ duly commissioned and sworn, personally appeared ROBERT SOUSHEK, to me known to a partner of Columbia Golf Associates, the Washington partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

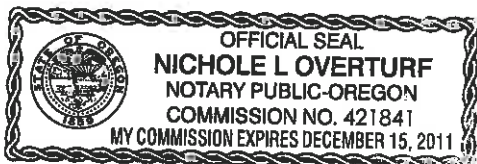
Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My Commission Expires: _____

STATE OF Oregon)
)
COUNTY OF Marion) §

On this 25 day of August, 2010, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

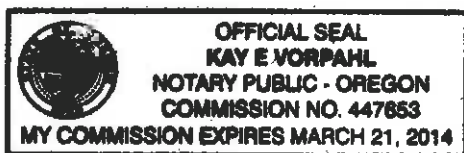


Nichole L Overturf
NOTARY PUBLIC in and for the State of
Oregon, residing at Salem
My Commission Expires: December 15, 2011

STATE OF Oregon)
)
COUNTY OF Lincoln) §

On this 26th day of August, 2010 ^{2011 (KV)}, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD BOCHSLER, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Kay E Vorpahl
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton Oregon
My Commission Expires: 3/21/14

August 01, 2011

EXHIBIT A
GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South $00^{\circ}30'06''$ West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South $60^{\circ}23'53''$ East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North $82^{\circ}33'19''$ East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North $82^{\circ}33'19''$ East, 179.98 feet;

Thence North $06^{\circ}17'32''$ West, 98.40 feet;

Thence South $81^{\circ}37'15''$ West, 210.61 feet;

Thence South $24^{\circ}13'08''$ East, 99.16 feet to **TRUE POINT OF BEGINNING**.

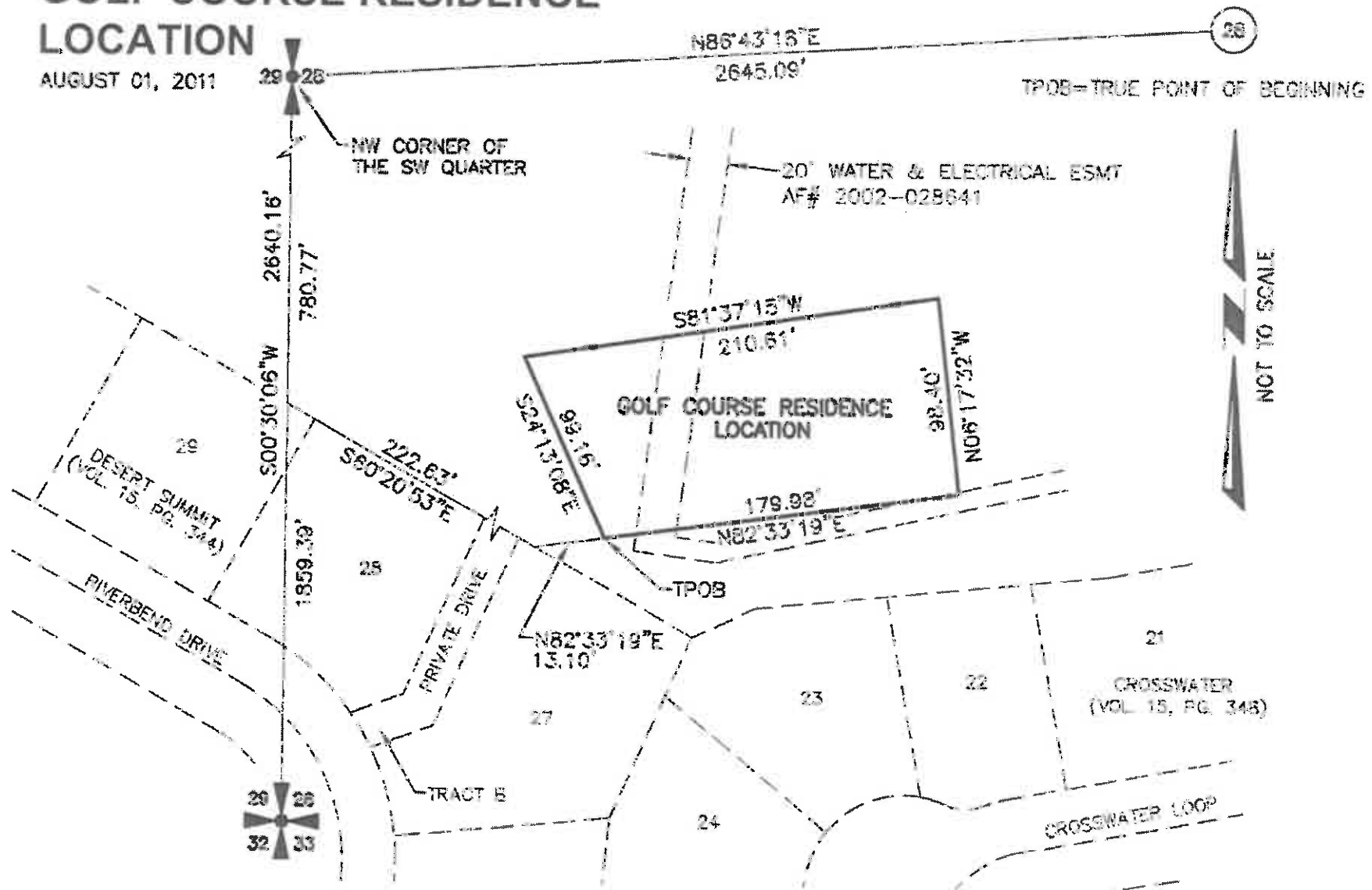
Containing: 13,399.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

EXHIBIT "B"

GOLF COURSE RESIDENCE LOCATION

AUGUST 01, 2011



After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

EXHIBIT C

DECLARATION OF RESTRICTIVE COVENANT FOR GOLF COURSE USE

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	Insert
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	Insert
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale, resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality	COLUMBIA GOLF ASSOCIATES, a Washington partnership
By: <u>William King</u>	By: Richland Golf Associates, a Washington general partnership
Its: <u>Acting City Manager</u>	Its: Managing Partner
	By: <u>Robert L. Soušek</u>
	Its: <u>Robert L. Soušek</u>

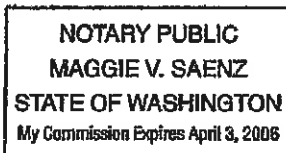
STATE OF WASHINGTON

COUNTY OF King

} ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert Soušek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Maggie V. Saenz
NOTARY PUBLIC in and for the State of
Washington, residing at Black Diamond
My appointment expires 4/3/06
Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

COUNTY OF BENTON

SS.

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER of THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

Active

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

Pam

MEMO, From City Richland Attach Legal Description

To: Howard, Diahann

Cc: Lampson, Tom

Subject: Horn Rapids

Diahann & Tom;

I just received from CGA the following documents:

- 1) Request for Full Reconveyance
- 2) Partial Assignment of Outstanding Judgement to the City of Richland (County corrected to Benton)
- 3) Memorandum of Abandonment and Release Agreement
- 4) Amended and Restated Irrigation Agreement (which still needs the legal descriptions attached)

Ok, this has been a while since I started it. Bruce just called and will mail the FULL RECONVEYANCE to me. He mentioned he thought it would be a good idea to have the NEW legal description that will be created AFTER the boundary line adjustments are done and the surveyor notes each AF# on the new Survey THEN use that legal to put on the Irrigation Agreement. I need input from you two on that call... ?????

There will be a few more items that need to be signed or caught up with once the changes are agreed to, so stay tuned folks...

Pam Wilson
Escrow Officer
Cascade Title

URGENT
This Agmt has 2 Seg Blocks
for CGA & 1 for Horn Rapids
MASTER HO A
① Should HEMA Sign?
② If So, who Signs?

6/20/2005

After Filing Return to:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

MEMORANDUM OF ABANDONMENT AND RELEASE AGREEMENT

Grantor(s): City of Richland, a Washington municipality
Columbia Golf Associates, a Washington partnership

Grantee(s): City of Richland, a Washington municipality
Columbia Golf Associates, a Washington partnership

**Abbreviated Legal
Description:**

**Additional Legal See Exhibit A
Description:**

**Assessor's Property
Tax Parcel Account
Number(s):**

Related Documents: (insert recording numbers for original recordings on D&O
Agreement and 95-21658 (deed of trust))

The City of Richland, a Washington municipality, as an original contracting party, and Columbia Golf Associates, a Washington partnership, and as successor in interest to Columbia Triangle Ventures, L.P., a Washington limited partnership, the other original contracting party under that certain Horn Rapids Development and Option Agreement dated December 14, 1992, as amended by First Amendment dated March 15, 1993, and Second Amendment dated October 12, 1992 (collectively, the "D&O Agreement") hereby give record notice that they have entered into a written agreement of abandonment and release of the said D&O Agreement. Pursuant to the said agreement of abandonment Columbia Golf Associates hereby conveys, releases and quitclaims to the City of Richland any and all legal or equitable claim, right, title, or interest in or to the real property of the City of Richland which was encumbered by said D&O Agreement in favor of Columbia Triangle Ventures, L.P., or which remained encumbered thereby prior to the parties' agreement of abandonment and release of the said D&O Agreement, including but not limited to all purchase option rights thereunder, which real property is

more fully described on Exhibit A attached hereto and incorporated herein by this reference. Reference is made to the full text of the said agreement of abandonment and release of D&O Agreement for the full details of the parties written agreement.

Dated this 15 day of June, 2005.

THE CITY OF RICHLAND, a Washington
Municipality

s

COLUMBIA GOLF ASSOCIATES,
a Washington partnership

By: Richland Golf Associates

Washington partnership

Its: Managing Partner

Robert L. Soushek
By: Robert Soushek

Its: managing partner

By:

Its:

State of Washington)

)ss

County of King)

On this 15th day of June, 2005, before me, Notary Public in and for the State of Washington, personally appeared Robert Soushek, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute the instrument as managing partner of Richland Golf Associates, the managing partner of Columbia Golf Associates, a Washington partnership; and acknowledged said instrument to be his free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

Jennifer L. McCurdy
Notary Public in and for the State of Washington,
Residing at Maple Valley Apt expires: 1-18-08

State of Washington)

)ss

County of Benton)

On this ____ day of June, 2005, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to be the City Manager of the City of Richland, a Washington municipal corporation, on oath stated that he was authorized to execute the instrument as City manager, and acknowledged said instrument to be his free and voluntary act and deed of said city for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington,
Residing at _____ Apt. expires: _____

Filed for Record at Request of :

Morgan & McDonald, P.S.
17422 Old Highway 99 SE
Tenino, Washington 98589

FULL RECONVEYANCE

The undersigned duly appointed successor Trustee under that certain Deed of Trust, dated September 20, 1995, in which the CITY OF RICHLAND is Grantor and COLUMBIA TRIANGLE VENTURES, L.P., a Washington limited partnership ("CTV") was the original Beneficiary, recorded September 26, 1995, under Recording No. 95-21658, records of Benton County, Washington, and COLUMBIA GOLF ASSOCIATES, a Washington general partnership, is successor Beneficiary, pursuant to the Benton County Sheriff's levy against and sale of the beneficiary's interest to COLUMBIA GOLF ASSOCIATES pursuant to the terms of that certain Bill of Sale issued by the Benton County Sheriff to COLUMBIA GOLF ASSOCIATES, and dated September 17, 2004, in Benton County Superior Court Case Number 99-2-00895-0 and Docket Number 04-1103, having received under said Deed of Trust, from the successor Beneficiary, a written request to reconvey the real property described in said Deed of Trust, which request was approved by said Grantor, pursuant to a written agreement between said successor Beneficiary and Grantor pursuant to which the lien of said Deed of Trust was to be released and satisfied of record, does hereby reconvey in full, without warranty, to the person(s) entitled thereto, the right, title and interest now held by said Trustee in and to the real property described in said Deed of Trust, situated in Benton County, Washington, as follows:

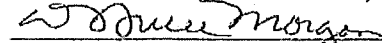
(See exhibit A attached hereto and incorporated herein by this reference for full meets & bounds description of real property.)

Benton County Tax Account ID#'s

Dated: June 9, 2005.

TRUSTEE:

MORGAN & McDONALD, P.S.



D. Bruce Morgan, an attorney, President

State of Washington) ss
County of King)

On this day personally appeared before me D. Bruce Morgan, to me known to be the President of the corporate Trustee, who executed the foregoing instrument, on behalf of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Lois Walterscheidt
Notary Public in and for the State of Washington
residing at *9 Hurst St. G.*
My appointment expires on *7/21/05*

REQUEST FOR FULL RECONVEYANCE

The undersigned, as the successor beneficiary, is the legal owner of the rights and benefits arising from that certain Horn Rapids Development and Option Agreement dated December 14, 1992, as amended by the First Amendment dated March 15, 1993, and Second Amendment dated October 12, 1992 (collectively, the "D & O Agreement"), secured by that certain Deed of Trust, dated September 20, 1995, in which the CITY OF RICHLAND is grantor, COLUMBIA TRIANGLE VENTURES, L.P., a Washington limited partnership ("CTV") was the original beneficiary, and CHICAGO TITLE COMPANY was the original trustee, filed for record on September 26, 1995, under Recording No. 95-21658, records of Benton County, Washington, and MORGAN & McDONALD, P.S. is successor trustee by reason of appointment filed for record on November 6, 2004 under Recording No. 2004-039464, records of Benton County, Washington ("Deed of Trust").

The undersigned is the current owner and holder of CTV's (a) rights, obligations and interests under the D&O Agreement and (b) beneficiary's interest under the Deed of Trust pursuant to the Benton County Sheriff's levy against and sale of the same to the undersigned pursuant to the terms of that certain Bill of Sale issued by the Benton County Sheriff to the undersigned and dated September 17, 2004, in Benton County Superior Court Case Number 99-2-00895-0 and Docket Number 04-1103 ("Bill of Sale").

All indebtedness secured by said Deed of Trust having been compromised, released, or otherwise satisfied in full by written agreement between the grantor and the successor beneficiary, the D&O Agreement, as the instrument evidencing the indebtedness secured by the Deed of Trust, is surrendered for cancellation, and the Deed of Trust is herewith surrendered to you for cancellation and reconveyance.

You are therefore requested, upon payment of all sums owing to you, to reconvey, without warranty, to the person(s) entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Dated: June 9, 2005.

COLUMBIA GOLF ASSOCIATES, a Washington partnership

By: Richland Golf Associates, a Washington general partnership,
its Managing Partner


Robert Soushek, its Managing Partner

After Filing Return To:
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Attention: Thomas A. Goeltz

**DECLARATION OF RESTRICTIVE COVENANT
FOR GOLF COURSE USE**

Grantor(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Grantee(s):	Columbia Golf Associates, a Washington partnership City of Richland, a Washington municipality
Abbreviated Legal Description:	Insert
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	Insert
Related Documents:	N/A

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") dated as of 7-15-05, 2005, is made by THE CITY OF RICHLAND, a Washington municipality (the "City"), and COLUMBIA GOLF ASSOCIATES, a Washington partnership ("CGA").

RECITALS

A. The City is in possession and control of that certain property commonly known as the Horn Rapids Golf Course, which is more particularly described in Exhibit A attached hereto (the "Golf Course Property"), in a trust capacity as the successful

bidder of a sheriff's sale, resulting from a local improvement district lien foreclosure proceeding.

B. The sheriff's certificate is subject to a redemption period of two years from the sale date of March 26, 2004, which redemption rights are held by CGA, the last owner of the Golf Course prior to foreclosure.

C. CGA and the City entered into that certain Final Agreement (Including Redemption Option) dated 7-15- 2005, pursuant to which the parties agreed to convey the Golf Course Property to CGA conditioned on the recording of a declaration to limit the use of the Golf Course Property, as provided herein.

DECLARATION

NOW, THEREFORE, the parties agree, covenant, and declare as follows:

1. **Golf Use Covenant.** The Golf Course Property, or any portion thereof, shall be used and operated only for a regulation length, 18 hole golf course, clubhouse and related facilities. For the purposes of this Declaration of Restrictive Covenant, "related facilities" shall include, but not necessarily be limited to, putting greens, driving ranges, satellite restrooms, cart barns, storage for golf related equipment/supplies, golf course maintenance buildings and yards, irrigation system infrastructure, caretaker/groundskeeper/security watchman accommodations, satellite food and beverage vending and service/concession facilities (fixed and mobile), conference, banquet, and food and beverage (including alcohol) service and dining facilities. No more than five overnight/short stay recreational vehicle parking and hook-ups to be used to support golf related activities (these hook-ups are not intended for commercial use unrelated to golf course activities), and complimentary accessory recreational facilities such as exercise/fitness center facilities. Permitted scope of "clubhouse" ancillary operations include, but are not limited to, providing a venue and catering for indoor and outdoor social and business functions, weddings, receptions, homeowner's association meetings, concert events, and otherwise functioning as a privately operated social club or community center. The parties also acknowledge that the Golf Course Property provides incidental easements for utilities, drainage, and access in support of residential housing in the vicinity of the Property, all as incidental permitted uses of the Property. Commercial uses expressly excluded within the intent of this covenant include, but are not limited to, providing overnight motel/hotel-type guest accommodations, ongoing gaming requiring permanent casino-type licensing, and operating as a tavern, bar, adult entertainment venue, or pool hall. The parties to this covenant acknowledge that the Golf Course Property is zoned as agricultural land and, if rezoned, the Golf Course Property could become a legal, non-conforming use under said new zoning scheme. In the event any of the uses expressly permitted by this Golf Course use covenant were legal uses when developed and should hereafter be deemed to be unpermitted uses under the agricultural zoning applicable to the property, such uses shall either be grandfathered uses if existing and legal at the time of this covenant,

or shall be uses requiring conditional use permit if proposed. Any proposed caretaker/groundskeeper/security watchman accommodations shall be classified as agricultural occupancies and expressly limited to a single residential unit or occupancy for the entire Golf Course Property, may not be segregated, platted, or conveyed separate from the Golf Course Property, and may not be offered as public accommodations or otherwise occupied except by current Golf Course employees and immediate families of current employees.

2. Covenant to Run With the Land. The covenant provided for herein shall run with the land and be binding upon the parties and all persons acquiring the Golf Course Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. The covenant provide for herein shall be for the benefit of the City, as a municipality with an interest in appropriate land uses and as the owner of adjoining or nearby property within the Horn Rapids area and development.

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

4. Attorneys' Fees. In the event of litigation with respect to the enforcement or interpretation of this Declaration, including appeals, the prevailing party in such litigation shall be entitled to recover from the nonprevailing party the prevailing party's reasonable attorneys' fees, costs, and disbursements.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

6. Entire Agreement. This Declaration constitutes the entire agreement of the parties as of the date hereof with respect to any matter described in this Declaration. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof.

7. Amendment. No amendment or termination of this Declaration shall become effective until signed by the City and the owner of the Golf Course Property, acknowledged, and recorded in the real property records of Benton County, Washington.

8. Miscellaneous. The captions set forth in this Declaration are included for convenience of reference only and shall not in any way limit or affect the meaning or

interpretation of any terms or provisions of this Declaration. This Declaration shall be interpreted and construed under and governed by the laws of the State of Washington. Time is of the essence of this Declaration.

THE CITY OF RICHLAND, a Washington municipality	COLUMBIA GOLF ASSOCIATES, a Washington partnership
	By: Richland Golf Associates, a Washington general partnership Its: Managing Partner
By: <u>William King</u>	By: <u>Robert L. Sousshek</u>
Its: <u>Acting City Manager</u>	Its: <u>Chair</u>

STATE OF WASHINGTON

COUNTY OF King

} ss.

On this 15th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Robert L. Sousshek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as President of COLUMBIA GOLF ASSOCIATES, a Washington partnership; and acknowledged said instrument to be his/her free and voluntary act and deed of said partnership for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC
MAGGIE V. SAENZ
STATE OF WASHINGTON
My Commission Expires April 3, 2006

Maggie V. Saenz
NOTARY PUBLIC in and for the State of
Washington, residing at Black Diamond
My appointment expires 4/3/06
Print Name MAGGIE V. SAENZ

STATE OF WASHINGTON

COUNTY OF BENTON

SS

On this 18th day of July, 2005, before me, a Notary Public in and for the State of Washington, personally appeared William King, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he/she was authorized to execute the instrument as CITY MANAGER of THE CITY OF RICHLAND; and acknowledged said instrument to be the free and voluntary act and deed of the City for the uses and purposes therein mentioned.

Acting

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ellen E. Kuklinski
NOTARY PUBLIC in and for the State of
Washington, residing at Richland
My appointment expires 5-21-08
Print Name Ellen E. Kuklinski

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FILED BY

MAY 27 10 22 AM '94

BOBBIE GAGNER
BENTON COUNTY, AUDITOR

VOL. 608 PAGE 1847

OFFICIAL RECORDS

WHEN RECORDED RETURN TO:

Horn Rapids Homeowners Association
P.O. Box 840
Richland, WA. 99352

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR HORN RAPIDS A MASTER PLANNED COMMUNITY.**

CHICAGO TITLE INSURANCE CO.

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SUMMARY OF
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY

The following is a summary of the major provisions of the Declaration of Covenants, Conditions, and Restrictions (often referred to as "the CC&R's") for Horn Rapids. This summary is provided for your convenience in order to highlight some of the major features of the CC&R's. In the case of any question about a provision, please refer to the CC&R's themselves, as the actual language of the CC&R's will govern what can and cannot be done in Horn Rapids.

The Horn Rapids Master Plan (Article 2)

Article 2 of the CC&R's specifies that Horn Rapids will be developed pursuant to a Master Plan, the current version of which is illustrated on Exhibit B of the CC&R's. Under the Master Plan, it is projected that Horn Rapids will be developed by stages eventually into a community of approximately 3,050 dwellings, while at the same time a large portion of Horn Rapids will be developed into a village center containing retail space and commercial offices and recreational areas including school sites, a golf course, trails, parks and greenbelts. The Master Plan may be refined and changed over time as the Horn Rapids community grows.

The Horn Rapids Master Homeowners Association (Article 3)

The Horn Rapids Master Homeowners Association is the homeowners' association responsible for ownership, control, and/or maintenance of the extensive Common Areas in Horn Rapids except for those Common Areas owned, managed, and/or maintained by specific Sub-Associations. Common Areas include both natural and developed areas. The Association is governed by a board of directors selected by the Declarant, the City of Richland, and the Association membership. Everyone who owns a lot or dwelling unit in Horn Rapids automatically belongs to the Association. The initial design of all houses and associated improvements including fences and landscaping is subject to the approval of the Initial Construction Controls Committee. After initial construction of improvements, Architectural Controls Committees established by the Association and Sub-Associations will regulate the appearance of houses, fences, and all other structures within their respective jurisdictions.

Horn Rapids Master Homeowners Association Assessments (Article 4)

Each owner in Horn Rapids is required to pay a general assessment levied annually by the Horn Rapids Master Homeowners Association to finance its operating expenses. The general assessment may be paid in installments as established by the Association. In addition, special assessments may be levied from time to time to pay for extraordinary expenses that arise. If an owner does not pay an assessment when due, the unpaid assessment becomes a lien against the owner's property in Horn Rapids, in the same way that a mortgage is a lien on your property. Like an unpaid mortgage, the Association's lien may be foreclosed by a lawsuit that results in the sale of the owner's property to pay off the overdue assessment.

Use Restrictions in Horn Rapids (Article 6)

Article 6 contains provisions that restrict permissible activities in Horn Rapids. For example, commercial uses in areas not specifically designated for commercial use on the Horn Rapids Master Plan are generally prohibited. The Board may prohibit mobile home or trailer storage within Horn Rapids except in areas specifically designated for the common storage of trailers or recreational vehicles. Signs are prohibited on lots, except ordinary "for sale" signs. Certain maintenance responsibilities are imposed on all owners in order to ensure that their homes are kept in good condition and their lots attractively maintained. Firearms and other dangerous weapons may not be used within Horn Rapids. No hunting is permitted.

Common Areas (Article 7)

The Association and/or neighborhood Sub-Associations are responsible for the maintenance and improvement of all Common Areas. Within these areas, the destruction or elimination of landscaping, physical improvements, or native growth is generally prohibited except in connection with specified activities approved by the Association or Declarant.

The foregoing summary is no substitute for a careful reading of the CC&R's themselves. Please take time to read them. In a way, the CC&R's are the underlying "constitution" for Horn Rapids. Together with state and local laws and ordinances, the Horn Rapids Master Homeowners Association Bylaws, and the Association's Rules and Regulations, the CC&R's are the foundation for a safe, successful, and attractive private community. Each owner has a responsibility to abide by the provisions of the CC&R's in order to make Horn Rapids the special place it is designed to be.

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EXHIBITS

- Exhibit A: Legal Description for Horn Rapids: A Master Planned Development
- Exhibit B: Horn Rapids Master Plan Illustrative Plan

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY

THIS DECLARATION is made on this 25th day of May, 1994, by the undersigned who is the owner of certain land situated in the State of Washington, County of Benton, known as Horn Rapids, hereafter referred to and defined and more particularly described as Exhibit A, which is attached hereto and incorporated herein by this reference as fully set forth (the "Property").

DESCRIPTION OF DECLARATION

Declarant desires to create in Horn Rapids as defined herein a planned community with residential, retail, and commercial uses, services, and facilities, as well as other public and private uses, services, and facilities. Declarant also desires to create facilities for the benefit of the Horn Rapids community, to provide for the preservation of the natural values and amenities in Horn Rapids, and to provide for the maintenance of open spaces and other common facilities.

The Horn Rapids Master Homeowners Association (hereafter referred to and defined as the "Association") shall be delegated and assigned the duties and powers of owning, maintaining and/or administering the Common Areas and related facilities, administering and enforcing covenants, conditions, and restrictions, and collecting and disbursing the assessments and charges hereinafter created, except as to certain duties and powers reserved to Declarant as hereinafter provided.

This Declaration contemplates a plan for the phased development of Horn Rapids pursuant to Declarant's Master Plan, as hereafter referred to and defined, in order that the Horn Rapids community may grow in an orderly fashion under a rational scheme of development. The Declaration further establishes the right and power of the Board to levy general and special assessments on each Owner, as hereafter referred to and defined, in order to finance the construction and maintenance of and improvements to the Common Areas and facilities, and in order to effectuate all the powers and duties of the Association, as described herein. The Declaration further establishes certain restrictions on the various uses and activities that may be permitted in Horn Rapids and further establishes the right of the Board to promulgate rules and regulations which may further define and limit permissible uses and activities consistent with the provisions of this Declaration.

The Declaration further establishes the right and power of the Declarant and/or an irrigation source entity to maintain and operate an irrigation supply system and to perform certain other activities in Horn Rapids.

This Declaration further constitutes a waiver of the right of all owners in Horn Rapids to protest the formation of any future local improvement district and/or road improvement district which includes Horn Rapids to the extent that the annual assessment for each lot in such a road improvement district is less than or equal to one hundred fifty dollars (\$150.00) for 20 years.

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that all of Horn Rapids as defined herein and the buildings and structures hereafter constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Horn Rapids and all for the benefit of the Owners thereof, their heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in Horn Rapids or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE 1

DEFINITIONS

Section 1.1. Apartment Building shall mean and refer to a building on one or more Lots owned by a person or entity, consisting of two or more attached residential living units under one roof, but excluding Condominium Units.

Section 1.2. Association shall mean and refer to the Horn Rapids Master Homeowners Association, a Washington non-profit corporation, its successors and assigns. The Association may be referred to herein as the "Master Association" to distinguish it from Sub-Associations.

Section 1.3. Association Action shall mean and refer to a written corporate action of the Association in the form of either a by-law or resolution duly passed by either the Board or the Owners.

Section 1.4. Board shall mean and refer to the Board of Directors of the Association.

Section 1.5. City of Richland shall refer to the City of Richland, a Washington municipal corporation, which owns portions of the planned phased areas of Horn Rapids and from whom Declarant or approved third parties will purchase those portions of Horn Rapids to construct the community in a manner generally consistent with the Master Plan in effect throughout the development of the community.

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Section 1.6. Common Area as used in this Master Declaration shall mean and refer to (i) all real property that is owned by the Association, (ii) the beneficial interest in easements or other property interests that are granted or reserved to the Association, and (iii) property or property interests that are designated by Declarant or approved third parties for future ownership by the Association or a neighborhood Sub-Association on a final plat or other recorded document, including without limitation open space areas and improvements thereon, clubhouse and neighborhood community centers, recreational and athletic facilities, pedestrian and equestrian trails, bicycle paths, lakes, ponds, parking areas, landscaping, and other areas available for common use and enjoyment by members of the Association. Common Area responsibilities and expenses of the Association shall specifically include the obligations and expenses incurred pursuant to those certain Landscape and Maintenance Agreement and Irrigation System Supervision and Planning Agreement, each dated July 29, 1993, by and between Columbia Triangle Venture, L.P. and the City of Richland, and the Association shall succeed to the rights and obligations of Columbia Triangle Venture, L.P. thereunder. Common Area owned and maintained by the Association shall further specifically include (i) the storm drainage system and (ii) the irrigation system. Unless otherwise specifically set forth herein, "Common Area" in this Master Declaration shall not include the common area owned or maintained by a Sub-Association.

Section 1.7. Condominium shall mean and refer to any Living Unit created in a declaration filed pursuant to the Horizontal Property Regimes Act, RCW Ch. 64.32, or any successor statute, including without limitation such units located in duplexes, fourplexes, and other multi-dwelling-unit buildings, and any building composed of such units if the context shall require.

Section 1.8. Declarant shall mean and refer to COLUMBIA TRIANGLE VENTURE L.P., a Washington limited partnership, its successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped Parcels of Horn Rapids from Declarant for the purpose of development (excluding Participating Builders); provided, however, that no successor or assign of Declarant shall have any rights or obligations that are not specifically set forth in the instrument of succession or assignment or other recorded instrument or passed by operation of law. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.

Section 1.9. Declaration shall mean and refer to this instrument, as the same may be supplemented or amended from time to time. This instrument may be referred to as the "Master Declaration" to distinguish it from the Declarations for Sub-Associations.

Section 1.10. Development Period shall mean and refer to that period of time beginning on the date of initial recording of this Declaration and ending whenever any of the following first occurs: (i) 30 years from the date hereof; or (ii) 4 months after Declarant has transferred title to purchasers of Lots or Condominiums representing ninety-five percent (95%) of the total voting power of all Owners as then constituted; or (iii) written notice from Declarant to the Association in which Declarant elects to terminate the Development Period. The Development Period may be extended pursuant to Section 2.2.

Section 1.11. Golf Course shall mean that certain real and personal property which is contiguous to the Property and developed as an 18-hole golf course and owned and operated by Columbia Golf Associates, a Washington General Partnership or its successors and/or assigns. The Golf Course shall include the greens, fairways, cart paths, driving range, putting greens, designated lakes or water hazards, maintenance facilities and other improvements so-designated by Declarant as part of the Golf Course. Notwithstanding anything to the contrary contained within this Declaration, the Golf Course is not a part of the Property or the Common Areas, and the owners of Living Units do not, by the nature of their ownership of Property within the community, have any reserved right to use of the Golf Course or membership, if offered, to any golf club for the community.

Section 1.12. Governing Documents shall mean and refer to this Declaration, any Supplementary Declarations subsequently filed, and the Articles of Incorporation and Bylaws of the Association, as any of the foregoing may be amended from time to time.

Section 1.13. Initial Construction Controls Committee shall mean the committee created pursuant to Section 3.9.

Section 1.14. Living Unit shall mean and refer to a building or structure or any portion thereof situated in Horn Rapids that is designed and intended for use and occupancy as a residence by a single family, including attached or detached houses, Condominiums, and units within Apartment Buildings, and the appurtenant landscaping, fences, walls, decks, patios, pool, spa, garages, driveways, parking areas or similar improvements occupying any Lot on which a Living Unit is situated. If a Living Unit is constructed on a Lot, the definition of Living Unit shall be deemed to encompass the underlying Lot, as well, but the definition shall not include any Lot on which a Living Unit has not yet received a certificate of occupancy or analogous certificate from the applicable governmental authority.

Section 1.15. Lot shall mean and refer to any legally segmented and alienable portion of Horn Rapids created after the date of this Declaration (and including Lots in the Plat of Horn Rapids Phase 1, whether or not such plat is recorded after the date of this Declaration), through subdivision, short subdivision, site plan

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approval, or any other legal process for dividing land, with the exception of streets and other public areas, the Golf Course, the Common Areas (Master Association or Sub-Association) and any areas conveyed to the irrigation source entity for use as well or reservoir sites.

Section 1.16. Master Plan shall mean and refer to the total general scheme of intended uses of Horn Rapids as approved by the City of Richland in Resolution 38-93, the present version of which is illustrated in Exhibit B attached hereto, which exhibit is incorporated herein by this reference as if fully set forth, and as further defined in Article 2. If the Master Plan shall be amended, this definition shall refer to the most current version thereof. Horn Rapids shall mean and refer to that real property described in the Master Plan.

Section 1.17. Membership Unit. When used in reference to a Lot designated for construction of a single Living Unit, "Membership Unit" shall mean one unit. When used in reference to a Lot designated for multiple Living Units, "Membership Unit" shall mean the maximum number of Living Units authorized under the Master Plan to be built on such Lot, provided that when one-third (1/3) of the maximum authorized Living Units have been built and have received a Certificate of Occupancy, "Membership Unit" shall mean the actual number of Living Units completed on such Lot, as such number may be increased by additional construction from time to time. On Lots designed for multiple Living Units, where there are more Membership Units than Living Units, the excess Membership Units shall be deemed to be owned by the Owner of the fee interest in the unbuilt portions of the Lot, and shall be deemed transferred with transfer of ownership of the Lot. Any reference herein to ownership, sale or encumbrance of a Membership Unit shall be deemed to refer to ownership, sale, assessment or encumbrance of the Lot or Living Unit to which such Membership Unit attaches. Assessments or liens against a Membership Unit that is not appurtenant to a Living Unit shall be deemed assessments or liens against the fee interest in the Lot.

Section 1.18. Mortgage shall mean and refer to any recorded mortgage or deed of trust encumbering one or more of the Lots or Living Units. "First Mortgage" shall mean and refer to a Mortgage with priority over other Mortgages. "Mortgage" shall mean and refer to the holder or beneficiary of any Mortgage and shall not be limited to Institutional Mortgagees. As used herein, the term "Institutional Mortgagees" or "Institutional Holder" shall include banks, trust companies, insurance companies, mortgage companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations, and any agency or department of the United States Government or of any state or municipal government.

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Section 1.19. Owner shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot or Living Unit, including Participating Builders but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of an obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners and their respective sellers or assignors shall not be deemed Owners, except as provided in Section 5.3, 5.4 and 5.5.

Section 1.20. Parcel shall mean and refer to any portion of the Property not yet included within a Phase.

Section 1.21. Participating Builder shall mean and refer to a person or entity that acquires a portion of the Property for the purpose of improving such portion in accordance with the Master Plan for resale to Owners or lease to tenants.

Section 1.22. Phase shall mean and refer to any portion of the Property that is segregated by Declarant's filing for recording of a final plat, short plat, binding site plan, condominium declaration, or other analogous recorded plan, map, or document, that creates Lots, Living Units, or Common Areas.

Section 1.23. Single Family shall mean and refer to a single housekeeping unit that includes not more than 4 adults who are legally unrelated.

Section 1.24. Sub-Association shall mean and refer to a neighborhood association, a Washington non-profit corporation, created by Declarant or approved third parties for the purposes of providing control and maintenance within defined portions of the Property.

Section 1.25. Supplementary Declaration shall mean and refer to any recorded declaration of covenants, conditions, and restrictions which extends the provisions of this Declaration to a Phase or which contains such complementary provisions for a Phase as are deemed appropriate by Declarant.

Section 1.26. The Property shall mean that certain real property described on Exhibit A attached hereto, and such additions thereto as may hereafter be brought within the terms and conditions hereof, in accordance with Article 2 of this Declaration.

ARTICLE 2

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MASTER PLAN AND ADDITIONS

Section 2.1. The Master Plan. The Master Plan, the present version of which has been approved by the City of Richland in Resolution 38-93 and is illustrated on Exhibit B, is Declarant's dynamic design for the staged development of the Property as a community, and may be regularly modified and amended by Declarant as provided herein during the period of years required to develop the Property. Because the Master Plan is necessarily an evolving design, it shall not bind Declarant to make any of the additions to the Property that are shown on the Master Plan or to improve any portion of such lands in accordance with the Master Plan unless and until a Supplementary Declaration is filed for record by the Declarant for a Phase of Horn Rapids subjecting it to this Declaration. As provided in Section 2.2., the Declarant has the right to add to or amend the Master Plan, subject to approval by the City of Richland and/or other government agencies.

Section 2.2. Additions and Amendments. Declarant hereby reserves the right to add to or amend the Master Plan. Such additions or amendments shall be effected by (1) giving notice of the proposed changes to the Association Board; (2) securing any necessary approval of any proposed addition or amendment from the City of Richland or any successor governmental entity with jurisdiction over the Horn Rapids Property, and (3) securing any necessary approval of any federal mortgage agency.

Declarant's right to amend the Master Plan includes the right to add additional properties to or delete properties from the Property and the right to change presently proposed uses in the Property. Such amendments may include changes in the quantity or types of residential, recreational, and commercial uses, services, and facilities. In the event additional properties are added to the Property, the Development Period may be extended a maximum of ten years at the sole option of Declarant.

Section 2.3. Future Road Improvement District and Future Local Improvement District. This Declaration constitutes a waiver of the rights of all owners in the Property and their successors in interest to protest the formation of a future local improvement district and/or road improvement district which benefits and includes all or a portion of the Property, so long as the annual assessment for a lot in such a road improvement district is less than or equal to one hundred fifty dollars (\$150.00) for 20 years.

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ARTICLE 3

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION

Section 3.1. Description of Association. The Association is a non-profit corporation organized and existing under the laws of the State of Washington charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as they may be amended from time to time; provided, however, that no Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this declaration.

Section 3.2. Association Board of Directors. Declarant shall within 90 days of execution of this Declaration, select an initial Board of not fewer than 3 persons who need not be Owners and one of whom must be designated by the City of Richland. The initial Board shall have the full authority and all rights, responsibilities, privileges, and duties to manage the Association under the Governing Documents and shall be subject to all provisions of the Governing Documents. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Association. The term of the initial directors of the Board shall expire at the first annual meeting of the Association following their appointment by Declarant. At the first annual meeting the number of Directors shall increase to five (5), consisting of three Directors designated by Declarant, one Director designated by the City of Richland, and one Director elected by the Association members at their annual meeting. Directors shall serve for three-year terms with staggered term expirations as may be established by the Articles of Incorporation or Bylaws of the Association. The number of Directors shall remain at five for a period of ten (10) years, after which time the number of Directors shall increase to seven (7), consisting of four (4) Directors designated by Declarant, one Director designated by the City of Richland, and two (2) Directors elected by the Association members at their annual meeting. During the Development Period, no more than one (1) of these positions may be held by any person who is an owner or operator of a rental unit or the employee, agent, representative (including, but not limited to, any occupant of a rental unit or any person receiving a benefit from an apartment owner or operator), or relative of an owner or operator of a rental unit. The City's right to designate a Director shall terminate at the time the City no longer owns any portion of the Property, or sooner by mutual written agreement between Declarant and the City of Richland, at which time Declarant shall designate the Director that would otherwise have been designated by the City of Richland. At the end of the Development Period, all Directors that would otherwise have been designated by Declarant shall be elected by the membership of the Association at their annual meeting. Any vacancy created by the incapacity, resignation or removal of a Director shall be filled by the party entitled to designate that Director, provided that if the Director holds a position elected by

the membership of the Association, such vacancy shall be filled by the Board until the next regularly scheduled meeting of the Association, at which time it shall be filled by vote of the membership of the Association.

At completion of the Development Period, no more than two (2) of the seven (7) positions may be held by any person who is an owner or operator of a rental unit or his/her employee, agent, representative or relative as defined in the preceding paragraph. If a non-member Director is elected and is an employee, agent, representative or relative of an owner or operator of a rental unit, the non-member Director shall be deemed to be filling one (1) of the two (2) positions which may be held by an owner or operator of a rental unit or his/her representative as defined in the preceding paragraph.

Section 3.3. Association Membership. Every person or entity who is an Owner shall by reason thereof be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Membership Unit to which it relates. Membership shall not be separated from ownership of the Membership Unit to which it relates; provided, however, that any Owner may delegate his rights of membership in the Association and rights of enjoyment in the Common Area to the members of his family and to his tenants occupying a Living Unit, subject to the provisions of Section 6.3.

Section 3.4. Votes Appurtenant to Membership Units. Every Owner shall be entitled to cast one vote in the Association for each Membership Unit owned. A vote shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Membership Unit to which it relates. A vote shall not be separated from ownership of the Membership Unit to which it relates; provided, however, that when more than one entity holds the beneficial fee interest in any Membership Unit, the vote therefor shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Membership Unit; and if the several Owners of a Membership Unit are unable to agree as to the casting of their vote, such vote shall not be counted. When a single entity owns more than one Membership Unit, each vote may be cast separately.

Section 3.5. Initial Number of Votes. From the commencement of the existence of the Association, there shall be a total of 3,050 outstanding votes in the Association, representing one vote for each 3,050 Membership Units, the maximum number presently authorized by the City of Richland for the Property. During the Development Period, the Declarant shall be entitled to cast 3,050 votes provided that at the transfer by Declarant or approved third parties of the ownership of any Lot, the number of Living Units deemed authorized on such Lot in arriving at Declarant's 3,050 votes shall be deducted from such 3,050 votes.

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Section 3.6. Adjustment to Number of Votes. If other than 3,050 Living Units are authorized by the City of Richland for the Property at any time during the Development Period or additional properties are included in the Property pursuant to Section 2.2, the number of votes in the Association shall be readjusted at such time to reflect the changed number of Membership Units, and Declarant shall be entitled to cast all such votes, less the adjustments set forth in Section 3.5 above. If, after the end of the Development Period, additional Lots are platted or Living Units constructed from time to time in the Property, the number of votes in the Association shall similarly be readjusted from time to time, in order that there shall thereafter always be one vote for each Membership Unit in the Property.

Section 3.7. Owner's Compliance with Governing Documents. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents of the Association, and all rules and regulations duly promulgated pursuant to Association Action.

Section 3.8. Rules and Regulations. The Association shall have the power to adopt from time to time by Association Action and to enforce rules and regulations governing the use of the Property, in addition to the use restrictions contained in this Declaration and whether or not expressly contemplated herein, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations may not discriminate among Owners except insofar as may be necessary to reflect (i) different requirements or restrictions applicable to different Lots under the Master Plan or (ii) different access rights or maintenance obligations of Owners in relation to Limited Common Areas that are the responsibility of the Association. The Board may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective 30 days after promulgation or amendment and shall be mailed to all Owners within 30 days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 3.9. Initial Construction Controls Committee. The plans for both the initial improvement of a Lot and the initial construction of a Living Unit, Common Area, commercial building or accessory structure on a Lot during the Development Period shall require approval of a committee consisting of two representatives of Declarant pursuant to Section 6.2.

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Section 3.10. Architectural Controls Committee. The Board shall establish and continuously maintain an Architectural Controls Committee composed of three or more representatives, one of whom shall be designated by the City of Richland until the City no longer owns any portion of the Property, to review and approve or disapprove the details and written plans and specifications of all construction which is neither (I) subject to Section 3.9 nor (II) within the jurisdiction of a Sub-Association. The matters subject to Architectural Controls Committee review and approval include but are not limited to conversions, additions to or exterior alterations of existing Common Areas, Living Units and accessory buildings on a Lot. Within any condominium plat in the Property, the prior approval of the Architectural Controls Committee shall also be required for any changes in the landscape layout, for any changes to a bearing wall, and for any exterior additions or alterations. The Association shall have the power to adopt from time to time by Association Action and to enforce guidelines, criteria, and procedures governing the Architectural Controls Committee and the Owners' compliance with the provisions of Section 6.2 hereof. The provisions of Section 3.8 hereof shall apply to such guidelines, criteria, and procedures as if fully set forth in this Section 3.10.

Section 3.11. Decisions of the Architectural Controls Committee. The Architectural Controls Committee's approval or disapproval of plans shall be made within 45 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such plans, one copy of which shall be delivered to the Owner of the Lot upon which the construction is proposed. Except for violation of those restrictions specifically set forth in Sections 6.5, 6.6, 6.7, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.17, 6.18, 6.20, 6.21, and 6.25, if no suit challenging any construction has been commenced within six months after its completion, Committee approval will not be required and this Declaration shall be deemed to have been fully complied with.

Section 3.12. No Warranty. No act by the Initial Construction Controls Committee or the Architectural Controls Committee shall be deemed to be in any way a representation or warranty that the plans or actions reviewed by such committee do or do not comply with applicable governmental laws or regulations, do or do not meet the standards in the industry for such plans, or do or do not meet the needs or desires of the person submitting the plans.

Section 3.13. Immunity. So long as a Director, member of the Initial Construction Controls Committee or the Architectural Controls Committee, Association member, or Declarant, acting on behalf of the Board or the Association, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by such person, then no such Person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person;

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provided that this Article shall not apply to the extent the liability of such person for such act, omission, error, or negligence is covered by any insurance actually obtained by the Board.

Section 3.14. Indemnification. Each Director, each member of the Initial Construction Controls Committee, each member of the Architectural Controls Committee, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance actually obtained by the Board and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 4

ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 4.1. Owner's Covenant to Pay Assessments. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all general and special assessments levied as provided herein.

Section 4.2. Association Budget. The Board shall prepare, or cause to be prepared, and approve, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Board, to meet its annual costs and expenses, including but in no way limited to all management and administration costs, operating and maintenance expenses of the Common Areas, and services furnished to or in connection with the Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Common Areas, and including charges for any services furnished by or to the Association; the cost of utilities and other services; and the cost of funding all reserves established by the Board, including, when appropriate, a general operating reserve and a reserve for replacements. The funds required to meet the Association's annual expenses shall be raised from a general assessment against each Owner and Living Unit as provided hereafter.

The Board may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 4.3. Levy of General Assessment. In order to meet the costs and expenses projected in its operating budget, the Board shall by Association Action determine and levy in advance on every Owner a general assessment, as follows:

4.3.1. The general assessment shall be calculated as follows. The amount of the Association's operating budget shall be divided by the number of Membership Units as of the date the general assessment is levied. The resulting quotient shall be the per-Unit assessment share. Such quotient shall then be multiplied by the sum of the number of an Owner's Membership Units as of the date the general assessment is levied. The resulting product shall be the amount of such Owner's general assessment. For purposes of calculating the general assessment only, Declarant's Membership Units shall be only that number of Membership Units created as a result of completed Living Units on Declarant's Lots.

4.3.2. The Board shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least 30 days in advance of the beginning of such period and shall at that time prepare a roster of the Owners and the general assessment allocated to each, which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to Association. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof.

4.3.3. The omission by the Board, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed.

4.3.4. Upon any revision by the Board of the operating budget during the assessment period for which such budget was prepared, the Board shall, if necessary, revise the general assessment levied against the Owners and give notice of the same in the same manner as the initial levy of a general assessment for an assessment period.

Section 4.4. Payment of General Assessment. Upon Association Action, installments of general assessments may be collected on a monthly, quarterly,

semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without premium or penalty.

Section 4.5. Non-Discriminatory Assessment. Except as authorized in Section 4.3., 4.8, and 6.22 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board or other Association committee to which such oversight responsibility has been delegated, in the event that, after notice from the Association of failing to maintain the same in a condition comparable to the other Lots or Living Units in the Property has been given to the Owner thereof, the Association elects to expend funds to bring such Owner's Lot or Living Unit up to such comparable standard.

Section 4.6. Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed, the date of a recorded real estate contract for the sale of any Lot or Living Unit, the date of death in the case of a transfer by will or intestate succession, etc.) and, if earlier, the first day of the calendar month following the first occupancy of a Living Unit by an Owner. The Board may in its rules and regulations provide for an administratively convenient date for commencement of assessments that is not more than 90 days after the effective date established above. The due dates of any special assessment payment shall be fixed by the Association Action authorizing such special assessment.

Section 4.7. Certificates and Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Membership Unit are paid and current to the date stated therein. Issuance of such certificates shall be conclusive evidence of payment of any assessments therein declared to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

Section 4.8. Special Assessments. In addition to the general assessments authorized by this Article, the Board may, by Association Action, levy a special assessment or assessments at any time against existing Living Units only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a described capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate; provided, however, that any such assessment must have the prior favorable vote of Owners representing two-thirds of the existing Living Units. If appropriate, the Board may levy a special assessment against a portion of the Membership Units in cases where some but not all of the Membership Units would benefit by the special

assessment. The amount of each Owner's special assessment for any year shall be the total special assessment for such year, divided by the sum of the number of Membership Units affected by the special assessment.

Section 4.9. Effect of Non-Payment of Assessment. If any assessment payment is not made in full within 30 days after it is first due and payable, the unpaid amounts shall constitute a lien against the Membership Unit assessed and shall bear interest from the date on which payment was first due and payable at the rate applicable to judgments in Washington. By acceptance of a deed to a Lot or Living Unit, execution of a contract therefor, or any other means of acquisition of an ownership interest, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Development Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this Declaration shall be for the benefit of the Association as a corporate entity, and the Association shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot or Living Unit foreclosed against.

Section 4.10. Lien to Secure Payment of Assessments. Declarant hereby creates in the Association perpetually the power to create a lien in favor of the Association against each Lot and Living Unit, to secure to the Association the payment to it of all assessments, interest, costs, and attorneys' fees; and Declarant hereby subjects all Lots and Living Units perpetually to such power of the Association. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring prorata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot or Living Unit at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot or Living Unit which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the monthly installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of

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the continuing lien for unpaid assessments against the respective Lot or Living Unit.

Section 4.11. Suspension for Non-Payment of Assessment. If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of 30 days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by non-use of the Common Areas or by abandonment of a Lot or Living Unit.

Section 4.12. Reserves for Replacement. As a common expense, the Board shall establish and maintain a reserve fund for replacement of the Common Areas and any improvements and community facilities thereon by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board. Such fund shall either be deposited with a banking institution, the accounts of which are insured by any state or by any agency of the United States of America or, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve fund shall be expended only for the purpose of affecting the replacement of the Common Areas and any improvements and community facilities thereon, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature. The Board may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot or Living Unit and shall not be separately withdrawn, assigned, or transferred, or otherwise separated from the Lot or Living Unit to which it appertains and shall be deemed to be transferred with such Lot or Living Unit.

Section 4.13. Certain Areas Exempt. The Common Area, the Golf Course, all Parcels, all Membership Units owned by Declarant without Living Units appurtenant thereto, and all portions of the Property owned by or dedicated to and accepted by a charitable or non-profit organization that is exempt from federal income taxation under section 501(c) (2) or (3) of the Internal Revenue Code (as the same may hereafter be amended or under any successor statute) or that is exempt from taxation under the laws of the State of Washington, shall be exempt from assessments by the Association. All portions of the Property owned by or dedicated to and accepted by a public authority shall be exempt from the ownership of Membership Units, from the casting of votes in the Association and from assessments by the Association. Notwithstanding the above, Declarant may, during the Development Period, grant an exemption from assessments for a

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specified period of time to a Participating Builder or to an Owner of unimproved Lot(s).

ARTICLE 5

SUBORDINATION OF LIENS

Section 5.1. Intent of Provisions. The provisions of this Article 5 apply for the benefit of each Mortgagee who lends money for purposes of construction or to secure the payment of the purchase price of a Lot or Living Unit.

Section 5.2. Mortgagee's Non-Liability. The holder of a Mortgage shall not, by reason of the security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

Section 5.3. Mortgagee's Rights During Foreclosure. During the pendency of any proceeding to foreclose a Mortgage, including any period of redemption, the holder of the Mortgage, or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the encumbered Lot or Living Unit, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section 5.4. Mortgagee as Owner. At such time as a Mortgagee shall become the record Owner of the Lot or Living Unit previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

Section 5.5. Survival of Assessment Obligation. After the foreclosure of a security interest in a Lot or Living Unit, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Association shall use reasonable efforts to collect the same from such Owner.

Section 5.6. Subordination of Assessment Liens. The liens for assessments provided for in this Declaration shall be subordinate to the lien of any Mortgage or other security interest placed upon a Lot or Living Unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Lot or Living Unit or any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot or

Living Unit for purposes of realizing a security interest, liens shall arise against the Lot of Living Unit for any assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 6

USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 6.1. Authorized Uses. The Property shall be used solely for the uses authorized in the Master Plan, as amended from time to time. Such uses may include, but are not limited to, residential, retail, and commercial uses, active and passive recreational uses and facilities, utility stations, public uses and facilities such as schools and fire stations, and other uses and facilities normally incidental to a master planned community. During the Development Period, no Lot or Living Unit shall be further subdivided without Declarant's prior written approval. Thereafter, no Lot or Living Unit shall be further subdivided without prior approval conferred by Association Action.

Section 6.2. Approval for Building or Clearing Plans Required.

The following shall apply to all matters within the jurisdiction of the Initial Construction Controls Committee or the Architectural Controls Committee except as specifically empowered to the Architectural Controls Committee of a Sub-Association:

(a) During the Development Period, no initial construction of a Living Unit, commercial building or accessory building on a Lot or of Common Area shall be commenced until written approval thereof has been obtained from the Initial Construction Controls Committee. After the Development Period or the initial construction of a Living Unit, commercial building, or accessory building on a Lot or of Common Area, no construction shall be commenced or maintained until written approval of the Architectural Controls Committee has been obtained.

(b) No conversion, addition to or exterior alteration of all or any portion of an existing Living Unit, commercial building, accessory building on a Lot, or Common Area shall be commenced or maintained until written approval of the Architectural Controls Committee has been obtained.

(c) No clearing, no excavation, and no filling is permitted on a Lot or in a Common Area until written approval of the Architectural Controls Committee is obtained, provided that when such clearing, excavation, or filling occurs during the Development Period, such written approval shall be obtained from the Initial Construction Controls Committee.

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(d) In order to obtain approval pursuant to this section, an Owner (including a Participating Builder) shall submit to the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, written plans and specifications showing the nature, kind, shape, height, materials, colors, landscaping, location and other information relevant to the application for approval. The Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, shall have the authority to approve, reject or approve with conditions any application based upon the Committee's determination as to whether or not the proposed work is in harmony of external design and location in relation to surrounding structures, vegetation, properties and topography and is in compliance with the Governing Documents. Committee decisions shall be final and binding on all parties.

(e) The initial construction of a Living Unit, commercial building or accessory structure and major alterations thereto shall be done by a licensed and bonded general contractor, unless prior written permission otherwise is obtained from the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable. Proof of current contractor registration shall be submitted with the plans and specifications described above.

(f) Plans and specifications shall include a reasonable timetable for completion of any authorized construction activity and shall, in no case, exceed one year provided that an extension to complete landscaping may be granted where completion within one year is not feasible due to weather or other exceptional circumstances. The Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, may, where appropriate, require completion of the exterior of any structure and landscaping within a shorter period of time.

(g) No act by the Initial Construction Controls Committee or the Architectural Controls Committee shall be deemed to be in any way a representation or warranty that the plans or actions reviewed by such committee do or do not comply with applicable governmental laws or regulations, do or do not meet the standards in the industry for such plans, or do or do not meet the needs or desires of the person submitting the plans.

(h) This Section 6.2 shall not apply to (1) activity undertaken by the Declarant in any Parcel or action pursuant to the exercise of Declarant's rights under Section 7.1., (2) activity undertaken on the Golf Course by Declarant, by Declarant's assigns, or their successors in interest, or to (3) activity undertaken by Declarant, irrigation source entity or their successors in interest to maintain or improve the irrigation system for the Property.

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Section 6.3. Leasing Restrictions. No Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.

Section 6.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept; provided, however, that dogs, cats or other conventional household pets may be kept if they are not kept, bred, or maintained for any commercial purposes. Owners shall be responsible for the immediate cleanup and removal of all fecal matter deposited by dogs on any property other than the Lot of the Owner of the dog. Dogs shall be confined to the Owner's lot or Living Unit, unless on a leash and accompanied by a responsible person. In no case are dogs allowed on the Golf Course. The Board may prohibit Owners from allowing dogs in some or all of the Common Areas. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Board shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be attended at all times and shall be registered, licensed, and inoculated from time to time as required by law. When not confined to the Owner's Lot or Living Unit, pets within the Property must be accompanied by a responsible person.

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit, except as such uses are specifically designated for certain retail and commercial areas of the Property, in accordance with the approved Horn Rapids Master Plan; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption of the Horn Rapids community.

Section 6.6. Mobile Homes and Modular or Prefabricated Homes. The use, parking or storage of mobile homes, modular or prefabricated homes, or similar structures which are largely constructed off-site as living units is prohibited on Lots or streets in the Property, regardless of the anticipated duration of such use except for those uses approved in advance by the Initial Construction Controls Committee or after the Development Period, by the Board.

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Section 6.7. Storage of Automobiles, Boats, Trailers and Campers. The storage of all or any of the following: automobiles, vans, boats, house trailers, campers, camp trucks, boat trailers, junk vehicles, or any other similar machinery or equipment of any kind or character is prohibited, unless provided otherwise in this section. The Board shall designate a location or locations within the Property for the storage of such vehicles. The Board shall approve regulations controlling storage of a limited number of such vehicles for a specified time period indoors on a Lot or outdoors if screened from adjacent Lots, Living Units, and public or private streets, access ways or open space.

However, an Owner may keep on or in a Lot or Living Unit such equipment and machinery as may be reasonable, customary, and usual in connection with the use and maintenance of any Lot or Living Unit, provided such equipment and machinery when not in use is screened from view from adjacent streets, Lots, and Living Units. The Declarant, the Association, the Golf Course operator and the applicable irrigation source entity may keep such equipment and machinery as it may require in connection with the maintenance and operation of the Golf Course, the water system and the Common Areas. Except for bona fide emergencies, the repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out in the Property.

Section 6.8. Parking. The Board shall approve regulations concerning the parking of vehicles, including, but not limited to, automobiles, vans, trucks, campers, boats, and boat trailers on a Lot and if permitted by local regulations, on residential streets.

Section 6.9 Golf Carts. The use of golf carts on the streets within Horn Rapids must comply with all applicable local, state, and federal government regulations. The Board shall approve regulations controlling the parking and/or storage of golf carts on a Lot and on streets within the Property.

Section 6.10. Garbage. No garbage, refuse, or rubbish shall be deposited or left in the Property, unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted, provided that the Declarant, the Golf Course and the Association may burn debris during the development of a Phase or maintenance of the Golf Course and Common Areas.

Section 6.11. Utilities Underground. Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

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Section 6.12. Mining Prohibited. No portion of the Property shall be used for the purpose of boring, mining, quarrying, or exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth; provided that Declarant may engage in such activities in association with the development of parcels and in the exercise of Declarant's rights under Section 7.1.

Section 6.13. Signs. Except for entrance, street, directional, traffic control, parking, safety signs, signs necessary for the Golf Course and such promotional signs as may be maintained by Declarant and Participating Builders, or agents or contractors thereof, or the Association, no signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about the Property; provided, however, that one temporary real estate sign not exceeding 6 square feet in area may be erected upon any Lot or attached to any Living Unit placed upon the market for sale or lease. Any such temporary real estate sign shall be removed promptly following the sale or rental of such Lot or Living Unit. Three signs of a political nature regarding one or more candidates or ballot issues, not exceeding 6 square feet in area each, may be erected upon any Lot during a political campaign provided such sign shall be removed within 48 hours after the relevant election day.

Section 6.14. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon the Property which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels.

Section 6.15. Antennae. No external television, radio, short-wave or citizens band antennae, free-standing antenna towers, satellite reception dishes or similar equipment of any kind shall be permitted in the Property without the prior written approval of the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, and without appropriate screening from the Golf Course, adjacent Lots, Living Units, Common Areas, and public access ways.

Section 6.16. Swimming Pools; Spas; Outdoor Courts. No swimming pool, spa or outdoor court shall be constructed on any Lot without the prior written approval of the Architectural Controls Committee for the Master Association or a Sub-Association, as applicable.

Section 6.17. Fences; Walls; Decks. No fence, wall or deck shall be constructed on any Lot without the prior written approval of the Initial Construction Controls Committee or the Architectural Controls Committee for the Master Association or a Sub-Association, as applicable. All fences, walls and decks, if approved, shall be constructed in a good and workman-like manner of suitable materials, shall be artistic in design, and shall not detract from the

aesthetic quality and enjoyment of the Golf Course, a park, a Common Area or an adjacent Living Unit. All wood fences must be of a "good neighbor" style (bare framework on the owner's side of the fence), or a style which completely conceals all framework. No fence or wall higher than six (6) feet shall be permitted unless required by local planning authorities. No fence, wall or deck shall be of a height which interferes unreasonably with the view and/or privacy of any Lots or Living Units. The Initial Construction Controls Committee, the Architectural Controls Committee, or Sub-Association, as applicable, shall prepare guidelines for the construction, repair, replacement, or extension of fences, walls, and/or decks, including guidelines for acceptable locations and types of fences, walls, and/or decks.

Section 6.18. Outdoor Lighting. Outdoor lighting on residential Lots and Living Units shall be of a type and in a location to provide illumination of specific areas and not provide general lighting. All outdoor lighting shall be screened or shielded to prevent unwanted lighting or glare on the Golf Course, adjacent Lots, Living Units, Common Areas, and public spaces. No sodium vapor, quartz or metal halide lighting is permitted without the prior written approval of the Initial Construction Controls Committee, the Architectural Controls Committee, or Sub-Association Architectural Controls Committee, as applicable.

Section 6.19. Water Quality and Conservation. In order to minimize the risk of contamination of surface and ground waters, the use of pesticides and herbicides in the Property should be avoided if possible. Both the Association and any applicable irrigation source shall have the authority to prohibit or restrict the use of fertilizers, pesticides and herbicides in the Property, if deemed necessary to maintain surface and ground water quality.

To conserve irrigation water, all Owners shall follow a schedule of watering on alternating days as established by the Association or an irrigation source entity. Such schedule may be modified at the direction of the Association, the irrigation source entity, or governmental agency with jurisdiction.

Section 6.20. Sewage Disposal Systems. Each Living Unit in the Property shall be connected to the sewage disposal system for the Property owned and operated by the City of Richland Department of Public Works or its successor in interest. Owners shall be individually responsible for compliance with all rules and regulations of City of Richland associated with use and maintenance of such sewage disposal systems and shall be responsible for payment of all fees and costs assessed by City of Richland related to such systems, their use, maintenance, repair and replacement. Any easement shall be in such form as required by City of Richland.

Section 6.21. Wells and Septic Tanks. There shall be no water wells or septic tanks on Lots. Owners shall be required at all times to connect their Living Units

to the public water and sewer facilities administered by City of Richland, or its successor, and at all times to maintain such facilities in good working order and repair.

Section 6.22. Owners' Maintenance Responsibilities. The maintenance, upkeep, and repair of individual Lots and Living Units shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers or directors. Owners shall maintain their Lots and Living Units and any and all appurtenances thereto in good order, condition, and repair, and in a clean, sightly, and sanitary condition at all times. Without limitation as to the foregoing, each Owner shall be obligated to maintain the landscaping on his Lot in healthy and attractive state and in a manner comparable to that on the other Lots in the Property. Each Owner shall maintain the landscaping on his Lot such that it does not interfere unreasonably with the view from any adjacent Lot, Living Unit, or public or private open space. After notice to an Owner from the Association (or the applicable Sub-Association) of such Owner's failure to so maintain his landscaping, and after approval of a two-thirds majority vote by the Board or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, and upon not less than forty-eight (48) hours prior written notice, to enter upon any Lot which has been found to violate the foregoing standards in order to repair, maintain, and/or restore the landscaping to such standards. The cost of such work shall be a special assessment on such Owner and his Lot only, and the provisions of this Declaration regarding collection of assessments shall apply thereto.

Section 6.23. Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon shall be used or discharged within the Property except by authorized government officials. No hunting shall be permitted within the Property.

Section 6.24. Sales and Construction Facilities. Notwithstanding any other provisions of this Declaration, it is expressly permissible during the Development Period for Declarant and Participating Builders, or agents or contractors thereof, to maintain on any portion of the Property owned by Declarant or Participating Builders such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction and sale of Lots or Living Units, including without limitation business offices, storage areas, construction yards, signs, model Living Units, or sales offices.

Section 6.25. Nuisances Prohibited. No noxious or offensive trade or activity shall be conducted in any portion of the Property, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, City of Richland, or any other applicable governmental entity. Nothing shall be done or maintained on any portion of the Property which may be or become an

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annoyance or nuisance to the neighborhood or other Owners or detract from the value of the Property. The Association (or applicable Sub-Association) shall determine by Association Action whether any given use of a Lot or Living Unit unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots or Living Units, or of the Common Areas, and such determination shall be final and conclusive.

Section 6.26. Relief from Certain Provisions. In cases where an Owner has made a factual showing that strict application of the provisions of Sections 6.4, 6.5, 6.6, 6.7, 6.11, 6.13, 6.15, 6.17 and 6.23 only of this Article (regulating animals, commercial uses, mobile homes and modular or prefabricated homes, automobiles, boats, trailers and campers, utilities, signs, antennae, fences, walls and decks, and weapons, respectively) would work a severe hardship upon him, the Board (which shall mean the Sub-Association where the Sub-Association is the governing body) by Association Action may grant the Owner relief from any of such provisions, in addition to any exceptions or provisions already contained in those sections; provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship; and provided further, that no such relief shall be granted if the condition thereby created would in the reasonable judgment of the Board violate the provisions of Section 6.25 of this Article. The decision of the Board in granting or denying such relief shall be final and conclusive.

Section 6.27. Additional Restrictions on Lots Adjacent to Golf Course. All lots bordering on the golf course shall be subject to the following restrictions:

(a) No construction or placement of any structure shall be allowed in a rear or side yard adjacent to the Golf Course without the prior written approval of the Initial Construction Controls Committee, or Architectural Controls Committee, as applicable. No landscaping over six (6) feet high or trees over 15 feet high, other than those already present on the site, may be planted or permitted to grow in the areas described above, unless landscaping guidelines issued by the Initial Construction Controls Committee or the Architectural Controls Committee, as applicable, permit otherwise.

(b) Owners of Lots abutting the Golf Course recognize and accept the risk that golfers will misplay balls into Lots, and do thereby grant an easement for ingress and egress to authorize Golf Course players, Golf Course operator and the Declarant to retrieve such balls without interference and without constituting a trespass. This easement shall extend only to the retrieval of the balls and does not extend to permitting play within the Lot or for players to spend an unreasonable time on the Lot while retrieving balls or committing a nuisance while on the Lot. Declarant or the Golf Course operator may place and maintain markers designating the Lot as "out of bounds." Golfers will be permitted to retrieve such balls without interference. Golfers will not be permitted to play balls which leave

the Golf Course but must retrieve their balls and "drop" it in an appropriate location on the Golf Course. The Golf Course operator will endeavor to alert all golfers to this course rule.

(c) Owners and occupants of Living Units adjacent to tees, fairways and greens, as well as their families and invitees shall be obligated to refrain from any unreasonable actions which would distract from the enjoyment of the playing qualities of the Golf Course. Examples of prohibited activity would include, but not be limited to, excessively barking dogs or noisy pets, running or walking on the Golf Course property, picking up balls in play, or interference with play.

ARTICLE 7

COMMON AREAS

Section 7.1 Title to Common Areas and Park Lands Declarant or approved third parties shall from time-to-time during the Development Period convey to the Association Common Areas designated on a final plat or other recorded map or plan. Upon its creation as a Common Area in a Phase, and whether or not it shall have been conveyed as yet to the Association, every Common Area shall be subject to an easement of common use and enjoyment in favor of the Association and every Owner, their heirs, successors, and assigns, in accordance with the terms and conditions of the Governing Documents. Such easement shall be appurtenant to and shall not be separated from ownership of any Lot or Living Unit and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot or Living Unit, and then only to the transferee of such title and shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title. Certain rights of use, ingress, egress, occupation, and management authority in the Common Areas set forth elsewhere in this Declaration shall be reserved to Declarant for the duration of the Development Period. All Common Areas when conveyed to the Association, and all park lands when conveyed to the City of Richland, shall be free and clear of financial liens and encumbrances. Assessments shall not be used to defray operating and maintenance costs of Common Areas which have not yet been conveyed to the Association.

The Declarant shall retain the right to construct one or more roads across the Common Areas (including specifically common areas owned or maintained by Sub-associations) so as to connect roads and utilities to the Property to roads and utilities on adjacent properties if such connections are authorized by City of Richland, its successor in interest, or any public or private utility. In the event such roads or utility connections are so required, the Association or Sub-Association shall dedicate to the City of Richland, its successors in interest, or to an appropriate utility any and all rights of way and/or easements so required.

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Section 7.2. Owner's Common Rights. Owners in each Phase shall have equal rights with the Owners in all other Phases to use the Common Areas in all Phases, unless certain Common Areas are specifically designated as Limited Common Areas on a recorded instrument or in an amendment to this Declaration or in a Supplementary Declaration. All easements for ingress, egress, utilities, and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners in each and all Phases.

Section 7.3. Maintenance of Common Areas. The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas so as to keep them in good repair and condition and shall conduct such additional maintenance, repair, replacement, construction, or reconstruction as may be determined pursuant to Association Action to promote the recreation, health, safety, and welfare of the Owners. Any action necessary or appropriate to the maintenance and upkeep of the Common Areas, the landscaping, irrigation, sewer and water systems, all buildings, gas, telephone, or electrical or television facilities applicable to the Common Areas, shall be taken by the Association or the appropriate Sub-Association only. The Association shall be responsible for compliance with any and all requirements of the City of Richland or its successor regarding maintenance of the Common Areas.

Section 7.4. Relationship to Golf Course. The Horn Rapids Golf Course is owned, operated and maintained as a stand-alone entity independent of the Declarant, the Association, and any Sub-Association or any Owners. The Association, any Sub-Association, or Owners are not required to contribute to the costs of operation and maintenance of the Golf Course. No Participating Builder has the right or power to convey any rights of use or control regarding the operation and maintenance and future existence of the Golf Course to an Owner.

ARTICLE 8

INSURANCE; CASUALTY LOSSES; CONDEMNATION

Section 8.1. Insurance Coverage. The Association shall obtain and maintain at all times as a common expense a policy or policies and bonds written by companies licensed to do business in Washington which provide:

8.1.1. Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the Common Areas, with the Association named as insured as trustee for the benefit of Owners and Mortgagees as their interests appear, or such other fire and casualty insurance as the Association shall determine will give substantially equal or greater protection insuring the Owners and their Mortgagees, as their interests may appear.

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8.1.2. General comprehensive liability insurance insuring the Association, the Owners, Declarant, and any managing agent, against any liability to the public or to the Owners and their guests, invitees, licensees, or tenants, incident to the ownership or use of the Common Areas.

8.1.3. Worker's compensation insurance to the extent required by applicable laws.

8.1.4. Fidelity coverage naming the Association as an obligee to protect against dishonest acts by the Board, Association officers, committees, managers, and employees of any of them, and all others who are responsible for handling Association funds, in an amount not less than three months' general assessments on all Membership Units, including reserves.

8.1.5. Insurance against loss of personal property of the Association by fire, theft, and other losses without deductible provisions as the Association deems advisable.

8.1.6. Such other insurance as the Association deems advisable; provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect casualty, flood, and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for similar projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and Veterans Administration, so long as any of them is a Mortgagee or Owner, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, or Veterans Administration.

Section 8.2. Casualty Losses. In the event of substantial damage to or destruction of any of the Common Areas, the Association shall give prompt written notice of such damage or destruction to the Owners and to the holders of all First Mortgages who have requested such notice from the Association. Insurance proceeds for damage or destruction to any part of the Common Areas shall be paid to the Association as a trustee for the Owners, or its authorized representative, including an insurance trustee, which shall segregate such proceeds from other funds of the Association.

Section 8.3. Condemnation. In the event any part of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, the Association shall give prompt notice of any such proceeding or proposed acquisition to the Owners and to the holders of all First Mortgages who have requested from the

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Association notification of any such proceeding or proposed acquisition. All compensation, damages, or other proceeds therefrom, shall be payable to the Association.

ARTICLE 9

ENFORCEMENT

Section 9.1. Right to Enforce. The Association, Board, Declarant, irrigation source entity, or any three (3) Owners acting in concert, shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2. Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of, other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions, and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

Section 9.3. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the Property, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot or Living Unit and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease, or sublease.

ARTICLE 10

AMENDMENT AND REVOCATION

Section 10.1. Amendment by Declarant or Association. Declarant may, during the Development Period, amend this Declaration on its sole signature. This Declaration may also be amended by an instrument executed by the Association for and on behalf of the Owners, provided, however, that such amendments shall have received the prior approval of a vote of the Owners (except Declarant) having

sixty-six (66) percent of the total outstanding votes in the Association; and provided, further, that no such amendment shall be valid during the Development Period without the prior written consent of the Declarant.

Section 10.2. Effective Date. Amendments shall take effect only upon recording with the Office of the Benton County Auditor or any successor recording office.

ARTICLE 11

GENERAL PROVISIONS

Section 11.1. Taxes. Each Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Lot or Living Unit, or personal property located on or in the Lot or Living Unit. The Association shall likewise pay without abatement, deduction, or offset, all of the foregoing taxes, assessments, and charges levied or assessed against the Common Areas.

Section 11.2. Transfer of Certain Utilities, Utility Repair Easement. Declarant, irrigation source entity, and the Association after conveyance thereto, may transfer and convey any sewer, water, storm drainage, or other general utility in the Property to a public body for ownership and maintenance, together with any necessary easements relating thereto, and each Lot and Living Unit shall become burdened thereby.

Section 11.3. Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition or restriction.

Section 11.4. Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suite or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorney's fees incurred in connection with any appeal from the decision of a trial court or any appellate court.

Section 11.5. No Abandonment of Obligation. No Owner, through his non-use of any Common Area, or by abandonment of his Lot or Living Unit, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 11.6. Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

Section 11.7. Severability. Invalidity of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 11.8. Notices. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested (if a Notice to Declarant, the Association, or to fewer than all Owners), or if mailed first-class postage prepaid (if a Notice to all Owners), shall be deemed given three days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known address of the addressee. Notice to any Owner may be given at any Lot or Living Unit owned by such Owner; provided, however, that an Owner may from time to time by Notice to the Association designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Membership Unit, Notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner at or before the time he becomes an Owner. If the address of Declarant or the Association shall be changed, Notice shall be given to all Owners.

Section 11.9. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS EXECUTED
THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

COLUMBIA TRIANGLE VENTURE, L.P.

A Washington limited partnership

By Columbia Venture Partners, Inc.

By: [Signature]

Title: President

STATE OF WASHINGTON)
) ss.
COUNTY OF Benton)

I certify that I know or have satisfactory evidence that Robert Baldwin
_____ is the person who appeared before me, and said person acknowl-
edged that he/she signed this instrument, on oath stated that he/she was
authorized to execute the instrument and acknowledged it as the President
_____ of COLUMBIA TRIANGLE VENTURE to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

Dated: 5/25/94



[Signature]
(Signature of Notary Public)

Kevin C. Simmons
(Printed Name of Notary Public)

My Appointment expires: 6-7-96

Exhibit A
Legal Description
for
Horn Rapids: A Master Planned Development

November 8, 1983

LEGAL DESCRIPTION

FOR

HORN RAPIDS: A MASTER PLANNED DEVELOPMENT

PARCEL A:

That portion of Section 19, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240, Northerly of the Richland Irrigation District main canal, and Easterly of the right-of-way for Grosscup Road.

PARCEL B:

That portion of Section 20, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240 and Easterly of the Westerly right-of-way of the former Richland Irrigation District main canal, except right-of-way for Grosscup Road.

PARCEL C:

That portion of the Southwest quarter of Section 21, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240.

PARCEL D:

That portion of the North half of Section 28, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying Southerly of the Southwesterly right-of-way line for Highway 240; and the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington.

EXCEPT the Southeast quarter of the Southwest quarter thereof,

AND ALSO EXCEPT that portion thereof conveyed to Lamb Weston, Inc. by Statutory Warranty Deed recorded under Auditor's File No. 814340.

Prepared by:

Checked by:

BZ
WBA



Hugh G. Goldsmith
& Associates, Inc.

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PARCELS:

All that portion of Section 29, Township 10 North, Range 28 East, W.M., in Benton County, Washington, lying North and East of the following described line.

Beginning on the South line of said Section 29, at a point 606.66 feet distant from the Southeast corner of said section;

Thence N 35°42'32" E a distance of 394.38 feet;

Thence N 20°37'06" E a distance of 274.75 feet;

Thence N 12°05'06" E a distance of 242.31 feet;

Thence N 03°50'47" W a distance of 238.79 feet;

Thence N 17°50'47" W a distance of 186.58 feet;

Thence N 35°40'28" W a distance of 204.00 feet;

Thence N 48°35'21" W a distance of 185.58 feet;

Thence N 63°46'01" W a distance of 216.16 feet;

Thence N 79°39'03" W a distance of 276.71 feet;

Thence S 83°49'06" W a distance of 509.84 feet;

Thence N 72°11'07" W a distance of 286.30 feet;

Thence N 86°15'16" W a distance of 144.51 feet;

Thence N 54°32'11" W a distance of 360.61 feet;

Thence N 63°15'15" W a distance of 476.57 feet to the East shore of the Yakima River;

Thence Northwest along the East shore of the Yakima River to the West line of Government Lot 1 of said Section 29;

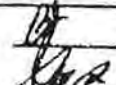
Thence North along the West line of said Lot 1 to the Northwest corner of the said Lot 1;

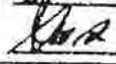
Thence East along the North line of said Lot 1 to the West right-of-way line of the former Richland Irrigation District Canal;

Thence Northerly along said West right-of-way line to the North line of said Section 29.

EXCEPT that portion of the West half of Government Lot 1 lying Southerly of the Southerly right-of-way of the canal.



Prepared by: 

Checked by: 



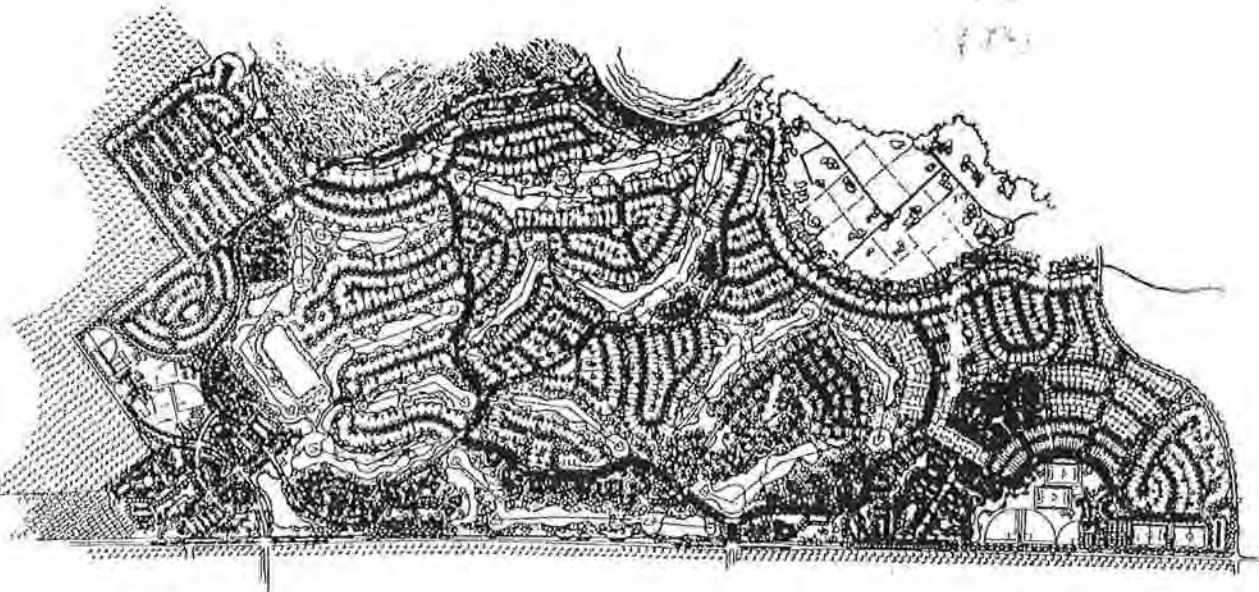
Hugh G. Goldsmith
& Associates, Inc.

Vol.

608 MAY 1988

OFFICIAL RECORDS

Exhibit B
Horn Rapids Master Plan
Illustrative Plan



HORN RAPIDS
COLUMBIA TRIANGLE VENTURES

ILLUSTRATIVE PLAN

DA IN GROUP
AS
CITY OF HOUSTON
TX 77001
11-10-80



AFTER RECORDING MAIL TO:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

Bruce A. Spanner
MILLER, MERTENS & SPANNER, P.L.L.C.
1319 Lee Boulevard
Richland, WA 99352

***AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY***

Reference numbers of related documents: Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, Recording No. 94-18376

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P. desires to assign to Horn Rapids Master Homeowners Association its rights, responsibilities and obligations under that certain Irrigation System Supervision and Planning Agreement entered into by and between Columbia Triangle Venture, L.P. and the City of Richland, on July 29, 1993; and

WHEREAS, in connection with said assignment, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

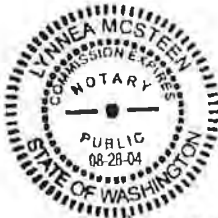
1. A new section is hereby added to Article II as follows:

Section 2.4. Horn Rapids Irrigation System. Effective on the date hereon, the Horn Rapids Master Homeowners Association covenants and agrees to accept the assignment from, and perform the obligations of, Columbia Triangle Venture, L.P. under that certain Irrigation System Supervision and Planning Agreement entered into by and between Columbia Triangle Venture, L.P. and the City of Richland dated July 29, 1993, and the same is incorporated herein by reference. The Horn Rapids Master Homeowners Association further agrees that the net obligations assumed under said Agreement are assessable against the lots as a homeowners association expense.

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community shall remain in full force and effect.

DATED this 9th day of July, 2001, 1999:

COLUMBIA TRIANGLE VENTURE, L.P.



By:

DONALD M JASPER, SECRETARY,
ROBERT BALDWIN, President, Columbia
Venture Partners, Inc., its General Partner

Lynnea McSTEEN



2003-061197

Pg: 1 of 3

12/19/2003 10:20A
Benton County

AFTER RECORDING MAIL TO:

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376 and 2001-021610

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: _____N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and

Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July under Recording No 2001-021610 and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Master Homeowners Association authority to impose an initial assessment against all of the Living Units within the development.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. A new section is hereby added to Article IV as follows:

Section 4.14. Initial One Time Assessment. Effective January 2, 2004 a one time initial assessment of \$100.00 shall be assessed against every Living Unit. Thereafter, the Association shall assess and collect an initial one time assessment in the amount of \$100.00 from the first person, corporation or entity that acquires by purchase, assignment, gift, inheritance or otherwise, any Living Unit. This initial one time assessment shall be in addition to any other annual or special assessments. The proceeds from this initial one time assessment shall be deposited and kept in the Association's reserve account to be used exclusively for capital improvements, major repairs and replacement expenses.

2. Section 4.5 of Article IV is hereby amended to read as follows:

Section 4.5. Non-Discriminatory Assessment. Except as authorized in Sections 4.3, 4.8, 4.14 and 6.22 hereof, no assessment shall be made at any time which may unreasonably discriminate against any particular Owner or group of Owners in

favor of other Owners. However, a special assessment may be made against a particular Owner by a two-thirds majority vote of the Board or other Association committee to which such oversight responsibility has been delegated, in the event that, after notice from the Association of failing to maintain the same in a condition comparable to other Lots or Living Units in the Property has been given to the Owner thereof, the Association elects to expend funds to bring such Owner's Lot or Living Unit up to such comparable standard.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect,

DATED this 15th day of December, 2003.

COLUMBIA TRIANGLE VENTURE, L.P., a
Washington Limited Partnership, by its General
Partner:

COLUMBIA VENTURE PARTNERS, INC.,
a Washington Corporation

By:


DONALD M. JASPER

Its: SECRETARY

AFTER RECORDING MAIL TO:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

RECORDED AT THE REQUEST OF:

HORN RAPIDS HOMEOWNERS ASSOCIATION
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610 and 2003-061197

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10
North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and



2005-026398

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08/05/2005 10:10A

34.00 Benton County

MILLER MERTENS & SPA AMD

Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. Section 1.8 of Article IV is hereby amended to read as follows:

Section 1.8. Declarant shall mean and refer to COLUMBIA TRIANGLE VENTURE, L.P., a Washington Limited liability partnership, its successors and assigns, if such successors or assigns should acquire all or substantially all of the then-undeveloped Parcels of Horn Rapids then owned by Declarant for the purpose of development (excluding Participating Builders), or acquire an ownership interest in, including an option to purchase, a substantial portion of the then-undeveloped Parcels from the City of Richland, its successors and assigns; provided, however, that no successor or assign of Declarant shall have any rights or obligations that are not specifically set forth in the instrument of succession or assignment or other recorded instrument or passed by operation of law. Certain rights and obligations of Declarant, as set forth herein, shall cease at the end of the Development Period.



2005-026398
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09/05/2005 10:10A
Benton County

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 29th day of July, 2005.

COLUMBIA TRIANGLE VENTURE, L.P.

By:

DONALD M. JASPER, Secretary, Columbia
Venture Partners, Inc., its General Partner

STATE OF WASHINGTON

COUNTY OF KING

§

On this 29th day of July, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD M. JASPER, Secretary, Columbia Venture Partners, Inc., to me known to be the its General Partner of COLUMBIA TRIANGLE VENTURE, L.P., the limited partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at Covington, WA
My Commission Expires: 12/06/07



AFTER RECORDING MAIL TO:

Columbia Triangle Venture, L.P.
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007



RECORDED AT THE REQUEST OF:

Bruce A. Spanner
MILLER, MERTENS & SPANNER, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

Reference numbers of related documents: 94-18376

Grantor: Columbia Triangle Venture, L.P.

Grantee: North Stone Richland, LLC

Abbreviated Legal Description: Portions of Sections 19, 20, 21, 28 and 29, Township 10 North, Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

***ASSIGNMENT OF INTEREST OF DECLARANT
OF HORN RAPIDS MASTER PLANNED COMMUNITY***

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to assign its interests as Declarant of Horn Rapids: A Master Planned Community and the Horn Rapids Master Homeowners Association; and

WHEREAS, Columbia Triangle Venture, L.P. desires to assign to North Stone

Richland, LLC its rights, responsibilities and obligations as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community.

NOW, THEREFORE, in consideration of the mutual covenants stated herein, the parties do hereby agree as follows:

1. Effective July 16, 2005, Columbia Triangle Venture, L.P. does hereby assign to North Stone Richland, LLC all of its rights, responsibilities and obligations as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, including all of its rights, responsibilities and obligations as Declarant to the Horn Rapids Master Homeowners Association.

2. North Stone Richland, LLC does hereby accept the assignment herein made and agrees to perform all of the covenants and obligations of Columbia Triangle Venture, L.P. as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, including all of its rights, responsibilities and obligations as Declarant to the Horn Rapids Master Homeowners Association.

3. North Stone Richland, LLC does hereby release, discharge and relieve Columbia Triangle Venture, L.P. from and against any and all obligations under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, arising after the date set forth below, and does hereby agree to indemnify and hold harmless Columbia Triangle Venture, L.P., their insurers and their past and present parent, affiliated and subsidiary corporations, and the past and present partners, shareholders, officers, directors, agents, employees and attorneys of each and their successors and assigns, from and against any and all claims, demands, actions, suits, liability, loss, costs, expenditures or damages of any kind, including reasonable attorney's fees and costs, arising after the date set forth below out of or relating to conduct of North Stone Richland, LLC and Columbia Triangle Venture, L.P. as Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as amended, and as Declarant to the Horn Rapids Master Homeowners Association.

DATED this 19th day of AUGUST, 2005.

COLUMBIA TRIANGLE VENTURE, L.P.

By:

Donald M. Jasper
DONALD M. JASPER, Secretary, Columbia
Venture Partners, Inc., its General Partner



2005-030827
Pg: 3 of 4
09/09/2005 10:36A
Benton County

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, ~~Managing~~ Member ~~of~~ ~~North Stone Richland, LLC~~
~~Development Company, LLC~~ North Stone Richland, LLC

By: Paul Beals
Paul Beals, Member of North Stone Richland, LLC

STATE OF WASHINGTON)
) §
COUNTY OF KING)

On this 19th day of AUGUST, 2005, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD M. JASPER, Secretary, Columbia Venture Partners, Inc., to me known to be the its General Partner of COLUMBIA TRIANGLE VENTURE, L.P., the limited partnership that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said partnership.

Witness my hand and official seal hereto affixed the day and year first above written.



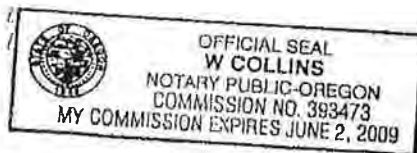
Michael J. Leonard
NOTARY PUBLIC in and for the State of
Washington, residing at Covington, WA
My Commission Expires: 12/06/07

STATE OF Oregon)
) §
COUNTY OF Marion)

On this 29th day of August, 2005, before me, the undersigned Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the State of
Oregon, residing at Seaside, OR
My Commission Expires: 6-2-07



STATE OF OREGON

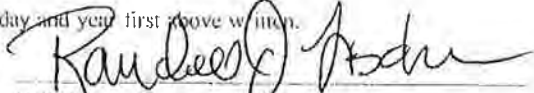
COUNTY OF Linn



2005-030827
Pg: 4 of 4
09/09/2006 10:36A
Benton County

On this 1st day of September, 2005, before me, the undersigned Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared PAUL BEALS, to me known to Managing Member of Santiam Development Company, L.L.C. the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.


NOTARY PUBLIC in and for the State of
OREGON, residing at Silverdale, OR
My Commission Expires: JAN 13, 2009





**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Bruce A. Spanner
MILLER, MERTENS, SPANNER & COMFORT, P.L.L.C.
1319 Lee Boulevard
Richland, WA 99352

EA-MJ

FRONTIER TITLE CO.

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610 and 2003-061197

Grantor: Columbia Triangle Venture, L.P.

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North,
Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number:

1-1908-100-0001-001 10P
1-2008-100-0001-001 10P
1-2108-100-0001-001 10P
N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 1 of 4

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P. desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

NOW, THEREFORE, Columbia Triangle Venture, L.P. does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. Section 6.3 of Article 6 is hereby amended to read as follows:

Section 6.3. Leasing Restrictions. Except for Lots and Living Units located within Horn Creek at Horn Rapids, and except as may be authorized under the Declaration of Covenants, Conditions, Restrictions and Easements For Horn Creek At Horn Rapids: A Planned Unit Development Neighborhood, as now in effect, or hereafter adopted or amended, no Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.



2007-022828
Pg: 3 of 4
07/13/2007 11:23A
Benton County

2. Section 6.5 of Article 6 is hereby amended to read as follows:

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption of the Horn Creek at Horn Rapids neighborhood. This provision shall not be interpreted as prohibiting the leasing of any living unit, regardless of the term of the lease.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 9 day of July, 2007.

NORTH STONE RICHLAND, LLC

By: Stew Stone
Stew Stone, Member

By: Paul Beals
Paul Beals, Managing Member of
Santiam Development Company, LLC

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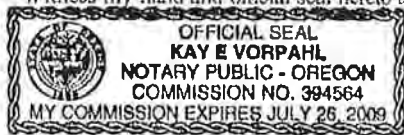
FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 3 of 4



STATE OF Oregon)
)
COUNTY OF Linn) §

On this 10th day of July, 2007, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Kay E. Vorpahl
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton
My Commission Expires: 7/26/09

STATE OF OREGON)
)
COUNTY OF Linn) §

On this 9th day of July, 2007, before me, the undersigned Notary Public in and for the State of OREGON duly commissioned and sworn, personally appeared PAUL BEALS, to me known to Managing Member of Santiam Development Company, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Randall J. Fischer
NOTARY PUBLIC in and for the State of
Oregon, residing at Silverton, Oregon
My Commission Expires: Jan 13, 2009

B05324/ Fourth Amendment to CCRS 070601

FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 4 of 4

2016-006215 AMD

03/08/2016 12:40:13 PM Page 1 of 4 Fees: \$76.00

Brenda Chilton, County Auditor, Benton County, WA

2016-006290 AMD

03/09/2016 10:03:49 AM Page 1 of 5 Fees: \$77.00

Brenda Chilton, County Auditor, Benton County, WA

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Joel R. Comfort
MILLER, MERTENS & COMFORT, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

RERECORD TO ADD PAGE 3
SCANNER DID NOT PICK IT UP

Misc 16-130

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610, 2003-061197, 2007-022828

Grantor: North Stone Richland, LLC

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19,20, 21, 28 and 29, Township 10 North,
Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 1 of 4

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828; and

WHEREAS, North Stone Richland, LLC is the successor in interest to Columbia Triangle Venture, L.P., and as successor in interest to Columbia Triangle Venture, L.P. has all rights of the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community

WHEREAS, North Stone Richland, LLC desires to amend said restrictive covenants applicable to the subject property to grant to the Horn Rapids Homeowners Association authority to clarify the qualifications of a successor declarant.

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community as follows:

1. The FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HORN RAPIDS: A MASTER PLANNED COMMUNITY, dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828, is hereby revoked and terminated.
2. Section 6.2(a) of Article 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, shall heretofore be amended to read as follows:

During the Development Period, no initial construction of a Living Unit, commercial building or accessory building on a Lot or of Common Area shall be commenced until written approval thereof has been obtained from: 1) the Initial

Construction Controls Committee, and 2) the Declarant. After the Development Period or the initial construction of a Living Unit, commercial building or accessory building on a Lot or of Common Area, no construction shall be commenced or maintained until writted approval of the Architectural Controls Committee has been obtained.

3. Section 6.3 of Article 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, shall heretofore be amended to read as follows:

Section 6.3. Leasing Restrictions. No Lot or Living Unit may be leased or rented by any party for a period of fewer than 30 days, nor shall less than the whole of any Lot or Living Unit be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Governing Documents. Any failure by a lessee to comply with the terms of the Governing Documents shall be a default under the lease, whether or not it is so expressed therein. Owners may, but are not required to delegate to their Tenants, the right to use the Common Areas in the same manner as Owners, provided that non-resident Owners of Lots who delegate their right to use Common Areas to their Tenants shall not also have the right to use the Common Areas during the period of such delegation. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or Living Unit.

2. Section 6.5 of Article 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, shall heretofore be amended to read as follows:

Section 6.5. Commercial Uses. No commercial enterprise, including itinerant vendors, shall be permitted on any Lot or in any Living Unit; provided, however, that the Board may permit specified home occupations to be conducted under such regulations and restrictions as may be adopted by the Board, so long as allowed by law and if such occupation will not, in the reasonable judgment of the Board, cause traffic congestion or other disruption. This provision shall not be interpreted as prohibiting the leasing of any living unit, regardless of the term of the lease.

3. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 07 day of January, 201~~5~~¹⁶ *KMK*

NORTH STONE RICHLAND, LLC



By:

Stew Stone
Stew Stone, Member

By:

Ronald R. Bochsler
Ronald R. Bochsler, as Trustee of a Member of
Santiam Development Company, LLC, as a
Member of North Stone Richland, LLC

STATE OF Oregon)
COUNTY OF Marion) §

On this 07 day of January, 201~~5~~¹⁶ *KMK*, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

Kristen M. Kelly
NOTARY PUBLIC in and for the State of
Oregon, residing at Marion County
My Commission Expires: 05/27/2017

STATE OF Oregon)
COUNTY OF Marion) §

FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, Page 4 of 4

COUNTY OF Linn)

On this 24th day of February, 2016, before me, the undersigned Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to be a Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Alfred Michael Aus
NOTARY PUBLIC in and for the State of
Oregon, residing at STAYTON
My Commission Expires: 3-12-2017

**AFTER RECORDING MAIL TO:
RECORDED AT THE REQUEST OF:**

Joel R. Comfort
MILLER, MERTENS & COMFORT, P.L.L.C.
1020 N. Center Parkway, Suite B
Kennewick, WA 99336

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
HORN RAPIDS: A MASTER PLANNED COMMUNITY**

Reference numbers of related documents: 94-18376, 2001-021610, 2003-061197, 2007-022828,
2011-024381, 2016-006215

Grantor: North Stone Richland, LLC

Grantee: Horn Rapids Master Homeowners Association

Abbreviated Legal Description: Portions of Sections 19, 20, 21, 28 and 29, Township 10 North,
Range 28 East, W.M., Benton county, Washington.

Additional legal description: NONE

Assessor's Tax Parcel ID Number: N/A

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, created the Horn Rapids Master Planned Community, and in connection therewith caused to be recorded with the office of the auditor of Benton County, Washington, on May 27, 1994 under Recording No. 94-18376, a Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, reserved unto itself the right to amend the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2001 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of July, 2001 under Recording No. 2001-021610; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 15th day of December, 2003 and recorded with the office of the auditor of Benton County, Washington, on the 19th day of December, 2003 under Recording No. 2003-061197; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 9th day of July, 2007 and recorded with the office of the auditor of Benton County, Washington, on the 13th day of July, 2007 under Recording No. 2007-022828. Note that no "Third Amendment" was ever recorded; and

WHEREAS, Columbia Triangle Venture, L.P., as Declarant, Amended the said Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by document titled *Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community* dated the 7th day of January, 2016 and recorded with the office of the auditor of Benton County, Washington, on the 8th day of March, 2016 under Recording No. 2016-006215; and

WHEREAS, North Stone Richland, LLC is the successor in interest to Columbia Triangle Venture, L.P., and as successor in interest to Columbia Triangle Venture, L.P. has all rights of the Declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community

WHEREAS, North Stone Richland, LLC desires to amend said restrictive covenants applicable to the subject property to disclose and provide notice to future property owner of the existence of a future home site on the Horn Rapids Golf Course, which may interfere with views.

NOW, THEREFORE, North Stone Richland, LLC does hereby amend the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community by adding the following:

1. Notice of Future Home Site. On or about July 15, 2005, Columbia Golf Associates, a Washington partnership ("CGA"), the owner and operator of the Horn Rapids Golf Course, was granted the right by the City of Richland to build a single family residence on the Horn Rapids Golf Course pursuant to a *Declaration of Restrictive Covenant for Golf Course Use*, a copy of which was recorded as Exhibit C to the *Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement* dated August 25, 2011, and recorded under Benton County Auditor File No. 2011-024381. The covenant granting the right to build to CGA runs with the land, and may be conveyed to CGA's successors in interest.

Pursuant to the *Declaration of Restrictive Covenant for Caretaker/Groundskeeper/Security Watchman Accommodations and Access and Utility Easement*, CGA agreed to locate the single family residence as described in the attached Exhibit A, and depicted in the attached Exhibit B. As of the date of this Amendment it is not known if, or when, CGA or its successors in interest will exercise its right to build the single family residence.

2. All other and remaining terms, conditions, restrictions, easements, covenants and obligations set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids: A Master Planned Community, as previously amended, shall remain in full force and effect.

DATED this 17 day of JANUARY, 2018.

NORTH STONE RICHLAND, LLC

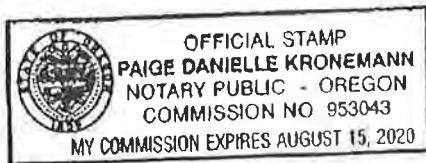
By: Stew Stone
Stew Stone, Member

By: Ronald R. Bochsler
Ronald R. Bochsler, as Trustee of a Member of
Santiam Development Company, LLC, as a Member
of North Stone Richland, LLC

STATE OF Oregon)
) §
COUNTY OF Marian)

On this 22 day of January, 2018, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared STEW STONE, to me known to a Member of NORTH STONE RICHLAND, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.

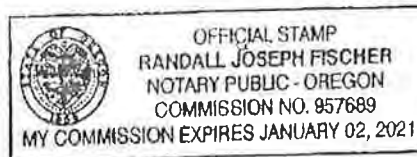



NOTARY PUBLIC in and for the State of
Oregon, residing at Salem, OR
My Commission Expires: August 15, 2020

STATE OF Oregon)
) §
COUNTY OF Linn)

On this 17th day of January, 2018, before me, the undersigned Notary Public in and for the State of Oregon duly commissioned and sworn, personally appeared RONALD R. BOCHSLER, to me known to be a Trustee of a Member of Santiam Development Company, LLC, as a Member of North Stone Richland, LLC, the limited liability company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



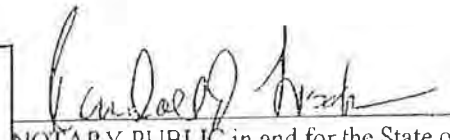

NOTARY PUBLIC in and for the State of
Oregon, residing at Salem, OR
My Commission Expires: January 02, 2021

Exhibit A

GOLF COURSE RESIDENCE LOCATION

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter of the Southwest quarter of Section 28, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northwest corner of the Southwest quarter of said Section 28 as shown in Desert Summit, according to the Plat thereof, recorded in Volume 15 of Plats, page 344, Records of Benton County, Washington;

Thence South $00^{\circ}30'06''$ West along the West line of the Southwest quarter of said Section 28 for a distance of 780.77 feet to a point on the Northerly boundary of Lot 29, Desert Summit (15-344);

Thence leaving the West line of the Southwest quarter of said Section 28, South $60^{\circ}23'33''$ East along the Northerly boundary of said Desert Summit (15-344) for a distance of 222.63 feet;

Thence leaving the Northerly boundary of said Desert Summit (15-344), North $32^{\circ}33'19''$ East, 13.10 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North $82^{\circ}33'19''$ East, 179.98 feet;

Thence North $06^{\circ}17'32''$ West, 98.40 feet;

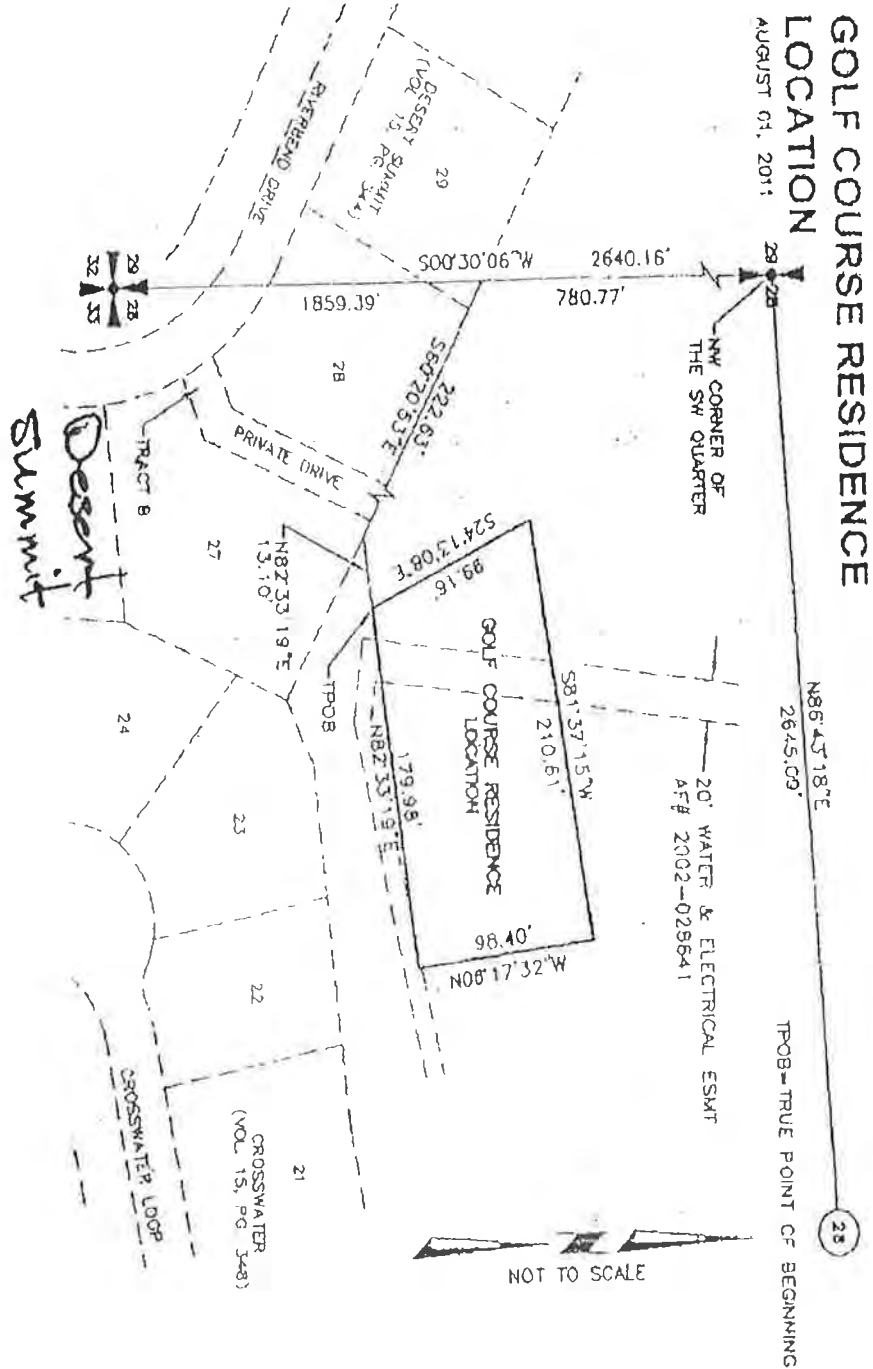
Thence South $81^{\circ}37'15''$ West, 210.61 feet;

Thence South $24^{\circ}13'08''$ East, 99.16 feet to **TRUE POINT OF BEGINNING**.

Containing: 18,899.46 square feet, (0.43 acres), more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

Exhibit B



INITIAL CONSTRUCTION CONTROL COMMITTEE
HORN RAPIDS MASTER PLANNED GOLF COURSE COMMUNITY
PLANS & SPECIFICATIONS SUBMITTAL CHECKLIST

Builder Name: _____ *Date:* _____
Lot # Neighborhood: _____ *Project Address:* _____
Plan Name or Model: _____

☐ **One complete set of plan specs. Including:**

- | | |
|--|---|
| ☐ Site Plan | ☐ Fences |
| ☐ Floor Plans | ☐ Decks/Patios |
| ☐ Exterior Elevations | ☐ Pet Houses/Runs/Enclosure |
| ☐ Roof Colors "Weather Wood"
Other _____ | ☐ Retaining Walls |
| ☐ Landscape Plan | ☐ Storage Sheds |
| ☐ Exterior Materials
_____ | ☐ Sun Control Devices |
| ☐ Exterior Colors | ☐ Spas/Hot Tubs/Swimming Pools |
| Body: _____ | |
| Trim: _____ | |
| Door: _____ | |
| ☐ Other Information _____ | |
| _____ | |
| _____ | |

**Builder to comply with the
Following:**

- ☒ Horn Rapids Addendum 1
- ☐ Greyhawk CC&Rs & Building Restrictions
- ☐ Eaglewatch CC&Rs & Building Restrictions
- ☐ The Bluffs CC&Rs & Building Restrictions
- ☐ Horn Creek CC&Rs & Building Restrictions
- ☐ Sandpiper CC&Rs & Building Restrictions
- ☐ Copperleaf CC&Rs & Building Restrictions
- ☐ Eagle Ridge CC&Rs & Building Restrictions

- BUILDER TO COMPLY WITH ALL OF CITY AND HORN RAPIDS CC&Rs ICC STANDARD & REQUIREMENTS.
- BUILDER/BROKER TO DELIVER TO BUYER COPIES OF ALL APPROPRIATE BUILDING RESTRICTIONS.

Submittal Complete/Forwarded for Review

Submittal incomplete/Returned to Owner

<i>Signature</i> _____	<i>Signature</i> _____
<i>Date</i> _____	<i>Date</i> _____
_____	_____
_____	_____

ICC Approval/Conditional Approval

ICC Disapproval

<i>Signature</i> _____	<i>Signature</i> _____
<i>Date</i> _____	<i>Date</i> _____
_____	_____
<i>Signature</i> _____	<i>Signature</i> _____
<i>Date</i> _____	<i>Date</i> _____

Reason for ICC Disapproval: _____

HORN RAPIDS MASTER HOMEOWNERS ASSOCIATION
Architectural Control Procedures and Guidelines

The constructions of a new residence in Horn Rapids may not commence without the prior written approval of the Initial Construction control Committee ("ICC"). Section 3.9 of the CC&Rs.

The procedures and guidelines outlined below are intended to assist builders and others with this application and approval process. However, they are not a substitution for the requirements of the **Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for Horn Rapids** which in every instance shall control. Please note that an application will not be accepted unless signed and **all** of the required plans and specifications are included in the submittal. Should the application be disapproved or should the review process be terminated by the ICC for items subsequently found to be missing or deficient, any re-submittal shall be considered a new application.

Applications are to be submitted to the ICC at the following address:

Stew Stone / Zak Stone

Telephone: **Stew Stone 503 559 3013**
Zak Stone 503 302 9862

Snail Mail: **1220 20th St SE**
Salem, Oregon 97302

Email: **Stewstone@bhhsrep.com**
Zakstone@bhhsrep.com

Application Checklist

Applications must be in writing and include the builder/owner names and address of the lot, the lot number and the following documents concerning the proposed residence, minor structure or alteration:

☐ **Complete sets of plans and specifications**, Emailed as 8.5x11 PDF pages or mailed on 8.5x11 or 11x17 sheets including:

- Site Plans. To scale minimum. Including property lines, setback lines, building footprint, overhangs, floor elevations, existing and finished grades, driveway, walkways, stairs, patios, decks, streets and sidewalks, retaining walls and rockeries. Call out exterior paving materials.
- Floor Plans. To scale. Include all exterior walls, corners and offsets, door and window size and locations, porches, decks, stairs, and any special features such as fireplaces and planters.
- Exterior Elevations. To scale. Provide all four elevations, including roof and wall configuration, door and window type and locations, all exterior materials

and trim, and any special features such as fireplaces, columns and railings. Clearly depict the locations of any materials transition.

- Roof Plan. To scale. Include exterior walls and columns, eaves, ridges, hips and valleys, parapet walls, skylights and chimneys.
- Erosion Control. There is absolutely NO Trespassing on Golf Course property. NO Dumping or pushing dirt onto the sage brush fringe area, no driving beyond your property line with Vehicles or equipment. NO storage of lumber or Materials on Golf Course of any kind. If you are building adjacent to the golf course: YOU would be well served to introduce yourself to Nick the Golf Course Manager. Nick's cell is 509-539-1752 and the Pro Shop 509-375-4714. We insist that steps are taken to train and supervise your Subcontractors to keep trash contained on your site and not allow the wind to blow it across the neighbors and onto the golf course. Wind erosion is a problem with blowing sand, especially during dig-out and back filling stages. You need to get your water meters installed and working before construction begins and sprinkler your lots before you dig out and during the framing stage (keep the piles wet/damp to keep the sand from blowing in the wind). You will be held responsible for damages. Build temporary enclosures out of metal fence post and survey fence 10x10 or plywood material in front yards to store trash in a weekly clean-up
- Landscape Plan. To scale minimum. Include building footprint, paving, plantings, existing trees, drainage and irrigation systems.
- Exterior Colors/Materials. Provide color code (Please use Sherwin Williams color code reference when possible) or paint chips for proposed exterior siding and trim colors, and color catalog samples of brick, stone or stucco. Unless cedar shakes or shingles are specified, provide color catalog samples of roofing materials.
- Spas/Hot Tubs/Swimming Pools. No swimming pool, spa, or outdoor court shall be constructed on any lot without the prior written approval of the ACC. Submit plans with manufacturer, size and dimensions, materials to be used, and exact location.
- Fences. Include all fencing plans and fencing materials list. All wood fences must be of a "good neighbor" style (bare framework on the owner's side of the fence) or a style which completely conceals all framework. No fence wall higher than six (6) feet shall be permitted unless required by local planning authorities. Please see the "Fencing Guidelines" . . . Which may be specific to each neighborhood
- Decks/Patios. Submit plans including size, building materials, and exact location.

- Pet Houses/Runs/Enclosures. Submit plans including size, building materials, and exact location.
- Retaining Walls. Submit plans including height and width, building materials, and exact location on property.
- Storage Sheds. Submit plans including size, exact location on property, and building materials including roofing, siding, doors, and windows, if applicable.
- Sun Control Devices. Submit plans for type of device or structure, including patio covers, awnings, or other permanent structures. Include height and width, building materials used, and exact location on property.
- Other Information. Additional information as may be required by the ICC in order to determine compliance with control standards.

Notice of Approval or Disapproval

Notice of the ICC's approval or disapproval will be provided to the applicant within 30 days following acceptance of the application by the Architect.

The ICC may issue a conditional approval subject to the receipt of additional information from the applicant or the making of minor revisions or corrections by the applicant to the plans and specifications. The applicant must comply with the requirements of the conditional approval within 10 days following notice of the ICC's decision or the conditional will be revoked, the application will be disapproved. Plans and specifications that are re-submitted following a conditional approval must clearly identify (or the applicant must clearly describe on an attached document) how the previous objections by the ICC have now been resolved.

HORN RAPIDS: Addendum 1

P&S # _____

Guidelines Development Standards Fence, Retaining Wall Plan, and Landscaping Outline

This addendum is made part of that Earnest Money Agreement/Owner Builder Contract for Lot(s) _____, in the subdivision of _____, within the Horn Rapids Planned Community between the Seller, _____ and Buyer(s) _____ dated, _____.

1. Horn Rapids Covenants, Conditions, Restrictions and Easements.
Purchaser has received, reviewed and approved the C.C. & R's for the Horn Rapids master Planned Golf course community.
2. Horn Rapids Community Homeowners Association Dues.
The assessment per home site will be \$110 per quarter for 2017. Purchaser is responsible for paying dues upon closing of lot(s).
3. Irrigation Water.
Purchasers acknowledge that this lot is serviced by and connected to irrigation water.
4. The Horn Rapids HOA is assessing the first time home buyer a \$100.00 per-home capital reserve fee to be collected at the closing.
5. Horn Rapids Golf Course Operations.
The Golf Course at Horn Rapids is owned, operated and maintained by an independent stand alone entity separate from the Seller and Developer of the Community. Homeowners are not required to be members of the Golf Club nor are they required to contribute anything to the maintenance of the course. The Seller and Developer can not make any representations or give any warranties as to the future operations of the course. The Seller and Developer anticipate the course will be an enjoyable amenity of the Community, but the Seller and Developer cannot convey to the Buyer any rights regarding the operation of the course.
6. Horn Rapids Golf Course Trespassing.
Homeowners are not allowed to freely enter, roam, or walk on to play golf without the permission of the golf course owner or employees of the Pro Shop. No trespassing also includes: No dumping, no landscaping beyond property line pins, no walking dogs, no biking, and extreme care to be given to buffer zone (sage brush) between fairway and back property line, such as no irrigating (too much water kills sage brush) without the approval of the golf course manager in writing.
7. Horn Rapids Fence Plan
Purchaser has, reviewed and approved the Fence Plan requirements of the Horn Rapids Master Planned Community on pages 6, 7, 8, and 9 of this

HORN RAPIDS: Addendum 1

addendum and understands that any fence design must obtain written approval of the Initial Construction Controls Committee or the Architectural Controls Committee for the Master Association or a Sub-Association, as applicable.

8. Horn Rapids Architectural Control Procedures and Guidelines.
The construction of a new residence in Horn Rapids may not commence without the prior written approval of the Initial Construction Control Committee ("ICC"). Section 3-9 of the C.C. & R's.
After homes are purchased and closed, prior approval of the Architectural Controls Committee shall be required for any changes in the landscape layout, fences, for any changes to a bearing wall, and for any exterior alterations or additions.
9. Future Development of Horn Rapids Master Planned Community.
Purchaser understands that the existing neighborhoods of Prestwick, Gleneagle, Hawkstone, Troon, the Boulders, Maidstone, Sawgrass, Sedona, The Bluffs, Sedona II, Eaglewatch, Sandpiper, Crosswater, Desert Summit, Horn Creek, Copperleaf (3 phases) Eagle Ridge, Grayhawk and Quail Ridge are all part of the Horn Rapids Master Planned Golf course Community and that there will be future developments that will contain a wide variety of housing, new neighborhoods, recreational amenities and public facilities essential for a successful community. The proposed development plan is not an assurance that the community will be built exactly as proposed and illustrated due to probable market changes during the projected build out period of Horn Rapids.
10. Disclosure for The Bluffs and Desert Summit C.C. & R's
CC & R's will be attached to all Purchase and Sales agreements for lots in The Bluffs and Desert Summit and Eagle Ridge that have additional restrictions. Builder must be particularly aware of the following items included in this document:
 - ❖ Soil Report
 - ❖ Foundation placement recommendation
 - ❖ Landscaping/Irrigation
 - ❖ View Preservation boundaries
 - ❖ No Construction, Landscaping or fill of any type is allowed beyond the crest of slope on lots 2 thru 25 without prior ICC approval
11. Earnest Money.
All Earnest Money shall be sent directly to the Title and Escrow company which is shown on the Purchase and Sale Agreements. Earnest Money is Non-Refundable and released to the Seller upon sellers request.

HORN RAPIDS: Addendum 1

12. Builder and Subcontractor Noise, language, trash, and speeding Noise. Builders and subcontractors shall not cause or permit excessive noise (including music, talking, or any other) or activities in the neighborhoods, parking areas, or common areas by themselves, their employees, agents, visitors, or licensees, nor shall builders permit anything to be done by such persons which will interfere with the rights, comfort or convenience of Horn Rapids residents. Builders shall not cause or permit any activity constituting a nuisance on or about the Premises which adversely affects the health or safety of any person regardless of the time of day or night.
13. Verbal Abuse Public disputes, shouting, or calling out to residents or visitors at Horn Rapids will not be tolerated. Repeated occurrence of the type of behavior constitutes a default under this addendum.
14. Trash. Trash or debris left at building sites will not be tolerated. At times, Horn Rapids Community experiences excessive and severe wind. Therefore, it is essential that all builders and subcontractors dispose of any trash and debris promptly and properly. If trash or debris is found in or around a building site, it will be disposed of by an outside contractor and builders will be charged a fee of \$50.00 minimum, plus \$50.00 per hour for each additional hour of clean up required.
15. Speeding. The construction speed limit at Horn Rapids is 25 MPH. The homeowners are working with the City Police to enforce this limit. You may be cited even if patrol cars are not present on site. Please inform your subcontractors about this important rule. Speeding in the Horn Rapids Community will not be tolerated.
16. Construction may not begin before 7:00 am or continue after 6:00 pm unless builders have a written variance from the City of Richland.
17. All construction activity shall be monitored and supervised by builder/owner to prevent wind blowing trash or sand from lot. Water sprinklers are required to be used to water disturbed areas and piles of sand. The use of silt fence and wood barriers 16" high shall also be used to contain sand on lots. Builders/owners are responsible for any clean-up of streets and neighbors lots, including repair or replacement of Landscape areas damaged.

HORN RAPIDS: Addendum 1

1. In all construction and development activities, Buyer shall comply with all permits, approvals, covenants, ordinances, regulations, as amended from time to time, as they may apply to the Property. Buyer shall conduct all construction activities in accordance with impact on the work of other builders, and the safety, comfort and convenience of Horn Rapids residents, all as reasonably determined by Seller.
2. Driveways shall be concrete. Under each driveway, 3 feet from back of sidewalks and 18 inches deep. Buyer shall place one 4 inch PVC pipe segment extending at least 1 foot beyond each side of the driveway, for future cabling or other use as yet undefined.
3. Roof drains shall be connected to the storm drainage system unless otherwise provided in the approved storm drainage plans.
4. All roofing materials, such as shakes, shingles, and composition or masonry tiles shall be approved by the Horn Rapids' Initial Construction Committee (ICC) or the Architectural Control Committee. All composition roofs shall have High Profile ridge caps on ridges.
5. Brick, solid wood, vinyl or product equal to innerply siding shall be used. Plywood siding or the equivalent shall not be used, except as authorized by ACC and/or ICC.
6. Building materials stored for use in construction of a Residence will be kept in a neat condition so as not to detract from the appearance of the neighborhood and so as to give the visual impression for adjacent streets of a clean and orderly work site. Scrap materials and trash shall be confined to a particular area of each lot, and will be cleaned up on a daily basis. All scrap material shall be disposed of in lawful disposal sites or recycling facilities as appropriate. Buyer shall keep the neighborhood clear of debris and shall maintain the streets in a clear and clean condition, which may require Buyer to sweep or wash down the streets. In the event of a non-compliance with the foregoing requirements, the Seller shall have the right, in addition to all other rights and remedies available under the Agreement or applicable law, to remove said material and to bill the cost directly to the Buyer.
7. After start of construction, work shall progress without interruption (except for weather, labor disputes or other matters beyond control of Buyer). Within 30 days after substantial completion of construction on each lot, the entire front yard therefore shall be landscaped, using a mix of grass, shrubs and trees selected by Buyer. Buyer must include with the landscaping of each lot a minimum of two (2) Seller specified trees, including size, and street trees as designated by Seller. The ICC shall provide a list of allowed trees and sizes to be used and street tree requirements for each subdivision. Rear yards must be completed within 90 days of substantial completion of residence (See paragraph 11 of ICC Landscape Outline attached).

HORN RAPIDS: Addendum 1

- a. Landscape Plans should be submitted to the ICC or the ACC shall control after the home is occupied. There are specific tree heights not to be exceeded for lots along the Golf Course.
8. If required, depending upon lot elevation, water pressure reduction valve shall be installed by Buyer.
9. Pursuant to the Horn Rapids Covenants, Conditions and Restrictions, Buyer shall comply with other development procedures and standards that may be imposed by the ICC and/or ACC, including review of site plans, elevations building plans, finishes and exterior color selections prior to commencement of construction upon a lot, maintenance of completed Residences, and of unimproved property.
10. Buyer shall not permit any materials, equipment or vehicles to be placed upon or parked on a neighborhood or community street for longer than 48 hours.
11. Buyer shall prior to selling the Model Home(s), make any changes which may be required to conform to the ICC and/or the ACC design standards and all city or government entities requirements. Buyer shall place prominent signs in the Model Home that the ultimate purchaser shall not be able to convert a garage to an office of living space, and that use of the garage in such a manner in the Model Home is only for the temporary convenience of Buyer during the sales period.
12. Buyer shall be responsible for the actions of all of its agents, employees, contractors, subcontractors, and suppliers (collectively, "Buyer's Personnel"). Buyer shall enforce the requirements of these Development Standards and of the Agreement of which such standards are contained. If Buyer fails to do so, Seller shall have the right, in addition to all other rights it may have under the Agreement or applicable law, to require that the offending member of Buyer's Personnel be barred from performing any further work on or about the Property.

HORN RAPIDS: Addendum 1

ICC & ACC FENCE, RETAINING WALL PLAN, and LANDSCAPE OUTLINE

1. Purpose
A plan is necessary for the orderly and consistent construction of all fences and Retaining Walls within Horn Rapids. It is the intent of the fence and Retaining Wall plan to establish and maintain continuity in the overall look and feel of Horn Rapids. The Fence and Retaining Wall plan where ever possible will be consistent with the declaration of Covenants, Conditions, Restrictions and Easements for Horn Rapids.
2. Administration
The Fence and Retaining Wall plan will be administered by the Initial Construction Controls Committee (ICC) for all initial construction during the development period. After the house is built, sold and occupied, the Architectural Controls Committee (ACC) will administer the Fence and Retaining Wall plan. The ACC Rules may be different from the ICC. All fences and retaining walls must be approved prior to start of construction of that item.
3. Fences Design – General
All Fence designs require ICC before they are installed. These designs standards are provided as a guideline. All Fence designs will be reviewed for aesthetic appeal to insure the design is harmonious with the surrounding neighborhood.
 - a. All fence posts and/or main fence supports members shall be of sufficient design to withstand the natural elements. Posts shall be set at least 18 inches (18”) into the underlying soil or be secured by a post bracket to a foundation capable of resisting winds experienced in Horn Rapids. Metal posts are required on Cedar/Redwood Fencing
 - b. Material used shall be resistive to wind, rain and sun deterioration.
 - i. Wood products used shall be of natural resistance to decay such as cedar or redwood or shall be treated to resist decay.
 - ii. All natural wood products shall also be treated or stained to resist discoloration due to sun or water exposure, with Sherwin Williams solid stain. Colors will be provided by ICC or ACC for each subdivision.
 - iii. Metal fences such as black Wrought or Tubular Iron shall be protected with paint or similar coatings to protect the material from oxidation and/or rusting.
 - c. It is the responsibility of the home owner to maintain protective coatings.
 - d. Maximum height is six feet (6’), except on Golf Course, see below.
 - e. Must be neighborhood friendly when facing the street.

HORN RAPIDS: Addendum 1

- f. Generally, fences or walls finished with cement plaster, stucco, stone or brick masonry, colored split face concrete block, cast concrete, shaped plaster, tubular steel or dimensional lumber are viewed as being in harmony with the development of the community. Exposed plain concrete walls, plain concrete block, metal siding, chain link, and unfinished wood are not deemed to be in harmony with the development of the community. If concrete block is used, the concrete block must be skim coated, similar color as home, on both sides. Wood fences (e.g. natural cedar or redwood) must be weather protected and maintained so they remain attractive.
- g. Lots adjacent to golf course, Gates must be constructed to allow access for golfers to retrieve golf balls as per CC&R's 6.27(b) Fences finished on both sides are more likely to be approved. Single sided fences must have the finished side toward the neighbors (Good Neighbor Fence). Chain link and other wire fences are not allowed except for the purpose of pet enclosures.

4. Fences adjacent the Golf Course

All Fences adjacent to property owned by the Horn Rapids Golf Course shall be of an open design as follows:

- a. Post shall at intervals of no less than six feet (6') and no greater than ten feet (10') on center except for terminations at corners, gates or structures.
- b. Post shall be no greater than six inches (6") in any directions.
- c. All fence pickets shall be vertical.
- d. Fence pickets shall be no greater than two inches (2") and no less than three quarter inch (3/4") in any dimension.
- e. Black Wrought or Tubular Iron Fencing will be required.
- f. Openings are required adjacent each vertical picket. The opening shall not exceed four inches (4") or be less than two and one half inches (2 1/2") in width.
- g. Only two horizontal support members are permitted. The horizontal support member shall not exceed four inches (4") in any direction
- h. Golf Course – Fences located on lots adjacent to The Horn Rapids Golf Course that protrudes beyond the back of homes shall have maximum heights as follows:
 - i. Fences on lots adjacent to fairways, "T" boxes and Greens shall not exceed four feet (4') in height. ACC guidelines control after home is built and occupied.
 - ii. Pool Fencing adjacent to The Golf Course may be six (6') or code, whichever is less, regardless of location on The Fairway, "T" Box or the Green.
 - iii. Fences placed Adjacent to Water Features, Sheds, Open Areas and other Features separating applicant's property from the actual Fairway, Greens and "T" Boxes may be four feet (4') in height.

HORN RAPIDS: Addendum 1

- iv. Gates shall be installed to allow golfers to retrieve their balls as per Covenants, Conditions, and Restrictions.
- 5. Fences NOT adjacent the Golf Course
Fences not adjacent to the Horn Rapids Golf Course may be of open or solid design. Back yards adjacent to the Parks may be fenced subject to Solid/Open View Fence requirements.
- 6. Fence Orientation
Fences must be installed in such a fashion that the supporting framing members face inward to the applicants property and the finished side toward the neighboring property (Good neighbor fence).
 - a. Exception – Fences adhering to the Open Fence Design standards for fences located adjacent the Golf Course may be installed with either face toward neighboring property.
- 7. Solid Fences
Support post and/or columns shall be spaced no greater than ten feet (10') on center and no less than six feet (6') on center except they may be less at corner and end terminations and except for concrete block or concrete pre-engineered architectural fences. For home sites contiguous to the Golf Course, solid fencing will not be permitted beyond the limits of the house. Fences should be constructed in order to maintain a view of the Golf Course from adjacent home sites.
 - a. Wood – See general fence requirements for finish and maintenance standards. A maximum of three (3) horizontal supports shall be used to support vertical fence slates or pickets. For home sites not contiguous to the Golf Course, a Wood Fence may be used as it conceals all frame work. – (Good Neighborhood Fence)
 - b. Masonry – Solid masonry fences shall be finished with stucco wash or similar finish to hide the masonry joints. Masonry fence columns and top caps shall be aesthetically pleasing.
 - c. Concrete – Only architectural concrete fences will be considered for placement around properties are a solid fence. Architectural concrete fences are those that have a design, such as stone, slate of wood slats, formed into the finish of the concrete.
 - d. Front Yards – May not be enclosed by fencing under any circumstances.
- 8. Fence Heights that are Not Adjacent to Golf Course
 - Height shall not exceed six feet (6'). Subject to specific subdivision phase restrictions

HORN RAPIDS: Addendum 1

9. Retaining Wall Plan Contiguous to Golf Course

The design of any retaining wall must address drainage patterns. Perimeter walls adjacent to The Golf Course must be Basalt Rock columns or stacked.

10. Retaining Walls between Homes

The design of any retaining wall must address drainage patterns. Walls between homes may be Basalt Rock, Stacked or Columns, Keystone Concrete Block; or Solid Concrete may be used if inside solid fenced yard area where there is no visibility from neighbors or streets.

11. Landscaping

- Landscaping shall be completed within 30 days of substantial completion of construction for the front yard and within 90 days after substantial completion of construction for the back yard. Due to possible wind erosion during the winter months, November thru March, all unplanted areas must be covered with sod, mulch or hydroseed/tackafyer mixture. Owners are responsible for blowing sand including cost of cleanup.
- Buyer must include with the landscaping of each property a minimum of two seller specified trees, including size, and street trees as designated by seller. Seller hereby appoints ICC to provide a list of allowed trees and sizes to be used and street tree requirements per each subdivision phase.
- For those lots adjoining golf course, all rear yards and/or side yards shall have vegetation that is less than 4 feet in height or trees with limbs that shall be over 10 feet above ground height at maturity of tree. Height of tree not to exceed 15 feet maximum on lots adjoining the Golf Course.

12. Driveways

Only hard, stabilized surfaces of concrete will be considered unless developed as part of an approved P.U.D.. No other material will be approved. Special care must exercised if changes alter drainage patterns. Runoff must be disposed of within the boundaries of your own property.

13. Disclosure

After homes are sold for the first time and the new homeowners take possession, the ACC Guidelines shall take affect. The ACC Guidelines may have additional guidelines and restrictions. The ACC Guidelines are available through the Home Owner's Association.

Buyer

Date

Seller

Date

HORN RAPIDS: Addendum 1

Attachment "B"

This is the list of approved ICC and ACC street trees for front yards in Horn Rapids.

Any other trees to be used for street trees must have ICC and ACC approval.

- | | | |
|-----|----------------------------|-------------|
| 1. | Beech, Tricolor | 1 1/2" |
| 2. | Birch, Youngii | 1 1/2" |
| 3. | Cherry, Kwanzan | 1 1/2" |
| 4. | Cherry, Weeping | 1 1/2" |
| 5. | Dogwood, Kousa | 1 1/2" |
| 6. | Dogwood, Pink Flowering | 1 1/2" |
| 7. | Maple, Japanese, Bloodgood | 1 1/2" |
| 8. | Maple, Red Sunset Summer | 1 1/2" |
| 9. | Pear, Callery, Aristocrat | 1 1/2" |
| 10. | Plum, Newport | 1 1/2" |
| 11. | Rebud, Eastern | 1 1/2" |
| 12. | Cedar, Weeping Alaska | 6-8' Height |
| 13. | Pine, Vanderwokff | 6-8' Height |
| 14. | Pine, Weeping White | 6-8' Height |
| 15. | Spruce, Hoopsi Blue | 6-8' Height |
| 16. | Mimosa | 1 1/2" |
| 17. | Honey Locust | 1 1/2" |

LOT SIZE TABLE							
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)
1	4,634	2,889	18	4,460	1,736	37	4,133
2	3,892	1,948	20	5,222	3,478	38	3,481
3	3,715	1,971	21	4,301	2,587	39	3,481
4	4,176	2,432	22	3,674	1,338	40	4,380
5	4,324	2,580	23	3,874	1,330	41	4,882
6	4,884	2,360	24	4,414	2,570	42	4,873
7	4,185	2,441	25	3,088	3,344	43	5,057
8	5,845	3,301	26	4,281	2,537	44	4,821
9	6,965	4,821	27	4,244	2,500	45	4,308
10	4,837	2,283	28	5,026	3,282	46	4,679
11	4,037	2,293	29	4,345	2,601	47	4,449
12	5,768	4,024	30	3,480	1,738	48	4,041
13	4,415	2,671	31	3,480	1,736	49	4,338
14	3,450	1,736	32	3,972	2,228	50	6,814
15	3,480	1,736	33	3,977	2,233	51	4,679
16	4,133	2,389	34	3,481	1,737	52	5,171
17	4,133	2,389	35	3,481	1,737	53	3,631
18	3,490	1,736	36	4,133	2,389	54	4,087

NOTES: * DENOTES SMALLEST LOT SIZE ** DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,355 SQ FT

SITE ACREAGE & DENSITY

1. TOTAL RESIDENTIAL SITE ACREAGE: 316,871 SQ FT (7.27 ACRES)
2. TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
3. PROPOSED DWELLING UNIT DENSITY: 54/7.27 ACRES = 7.43 DWELLING UNITS PER ACRE. ALSO SEE KEYED NOTE 10.
4. DWELLING UNIT DENSITY OF ADJACENT SUBDIVISIONS: 65,830 SQ FT (1.51 ACRES) 8 DWELLING UNITS / 1.51 ACRES = 5.30 DWELLING UNITS PER ACRE

KEYED NOTES

1. 24'-0" WIDE PRIVATE DRIVE
2. 20'-0" DEEP RESIDENTIAL DRIVEWAY, TYPICAL
3. RESIDENTIAL GUEST PARKING, 18' x 9' PARKING SPACES
4. NEW 18'-0" WIDE ELECTRICAL EASEMENT
5. EMERGENCY VEHICLE ACCESS CLEARANCE PER CITY FIRE APPARATUS TURN RADIUS SPECIFICATIONS, 52' OUTSIDE AND 32' INSIDE
6. 5'-0" WIDE PAVED PEDESTRIAN SIDEWALK PER CITY DESIGN STANDARDS
7. NEW 20'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
8. 24'-0" MINIMUM TWO-WAY DRIVEWAY
9. GOLF CLUB HOUSE PARKING: 18' x 9' PARKING SPACES
10. NEW RESIDENTIAL TOWN HOME
MAXIMUM LOT COVERAGE = 50%
TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT
TYPICAL LOT SIZE 109' x 32' = 3,488 SQ FT
MAXIMUM BUILDING HEIGHT = 30'-0"
MINIMUM FRONT YARD SETBACK = 18'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 8'-0"
MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE: ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
11. 50' RADIUS EMERGENCY VEHICLE ACCESS AT TURN-AROUND FOR DEAD END PRIVATE ROADWAY
12. HANDICAP ADA PARKING INCLUDING RUBBER PARKING BUMPER, SIGN, 5' WIDE RAMP, AND PAINTED STRIPING PER REQUIREMENTS OF WAC 51-50 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA

ARCHIBALD & CO.
ARCHITECTS, P.S.660 Symons Street
Richland WA 99354P: 509.946.4189
F: 509.943.1796

www.archibald.design

P-U-D
SUBMITTAL
REVIEWHJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WAOVERALL ARCHITECTURAL
SITE PLANCAD FILE:
4018A0001_SP.dwg

DESIGNED: JMAKAS

DRAWN: KAS

CHECKED:

DATE: 2020.Dec.18

REVISION:

DRAWING:

A0.1



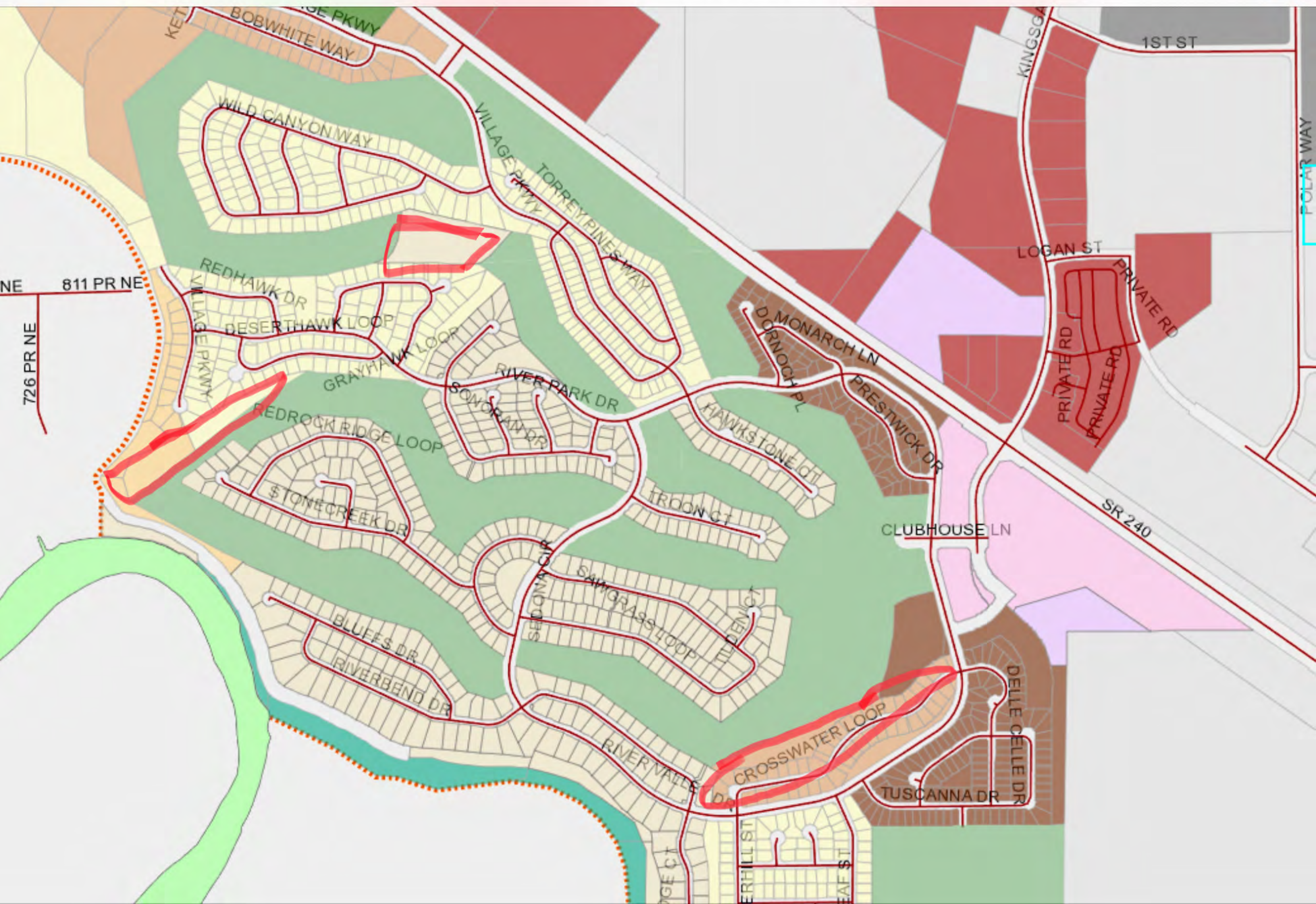
OVERALL ARCHITECTURAL SITE PLAN

1" = 50'-0"



Done

Summary of townhome Land Use Planning-Zoning research.docx



May 9, 2021

Dear Hearing Officer:

Our names are Rick and Michele Stewart and we reside at 2870 Crosswater Loop, Richland, WA.

In 2011 we relocated to the Tri-Cities from the Seattle area with our two children. The idea of purchasing a home on a golf course was attractive to us. During our home search we asked our real estate agent specifically to show us available homes with golf course views and looked at several in Canyon Lakes and Horn Rapids, ultimately deciding to purchase 2870 Crosswater Loop because of its lot placement. My husband is a regular golfer at Horn Rapids. Our son was a member of the WJGA and a 3-year varsity golfer for Horn Rapids High School. From age 12 on, he was a regular attendee at the Horn Rapids summer camps and later a camp volunteer and helper to the Horn Rapids golf pro.

It was not temporary “luck” that we have a view of the course but, rather, there were several indications that it was the intention and agreement of all parties at the time we bought the house. We made the offer on our home in Jul/Aug of 2011 and later learned that it was part of the 2011 Parade of Homes and Chefs on Parade. Emphasis was placed on the view of the course and an outdoor living area complete with the stone fire pit and waterfall. Most homes in the parade boast an exceptional view or outdoor quality that is not “common” and our lot overlooking the 18th fairway was ours. Builders and vendors make intentional decisions about the features of a parade home and we believe the design of our backyard further supports that what was represented to us was that we were purchasing a home “on the golf course with a view” where luxury living space extends to the backyard. The home’s listing agent, Bob Moon, told us during the parade that we had made an offer just in time because he had already been told by several that they were looking for a house such as ours **on the course** and they’d be interested in making an offer. The original real estate flyer also advertised the “gorgeous golf course location”.

We paid a higher price and pay higher property taxes than comparable new homes in the tri-city area because it sits on the golf course. This was acceptable to us because of the quality of the 18th fairway and clubhouse views afforded from our backyard and we bought the house with the understanding that the deed restriction in place wouldn’t allow for anything other than golf course property behind our house.

Since the purchase of the golf course 2 years ago we have been prepared to reach a compromise. Several of the Crosswater Loop neighbors, myself included, met with the applicant at the home of Steve Lorence in May of 2019. The applicant verbally agreed to provide a drawing that preserved the pond, reconsidered road access, and reconsidered townhome placement. There was also agreement that we would meet again to discuss but neither happened. Mr. Lorence followed up several times but received no response. It is our understanding that the City Council previously instructed the applicant to reach a compromise with the Crosswater homeowners, so we are at a loss and disappointed at the lack of engagement from the applicant.

If the project proceeds under the latest set of plans, we will have a view of double 2 car garages, street parking, and additional driveways for guest parking. Our home has a balcony from the second floor, advertised to maximize the views of the golf course. Under the new plans, the view down from our

bedroom will be drastically different than what we purchased. The townhomes and the roads in, out, and around will not be covered by the Horn Rapids HOA meaning we are at the mercy of the maintenance habits of the owners with no enforcing body. It is also our understanding that the roads within will be private roads meaning no maintenance support from the city of Richland. If the city were to recommend that a fence be built between our lot and the townhomes this would leave us with a "fence view" and we would consider this to be an unacceptable solution to the loss of our golf course view.

We do not support the application made by the owner of Horn Rapids Golf Course as it stands today. We do not support changes (such as those outlined in the current plan) that result in a significant deterioration of our golf course views, the aesthetic value of our home, and likely the financial value of our property.

We do support the success of the Horn Rapids Golf Course and are ready to work with the owner on a compromise that reasonably enables revitalization efforts.

Thank you for your consideration.

Sincerely,

Rick and Michele Stewart

Stevens, Mike

From: Gail Wintczak <gailwintczak@yahoo.com>
Sent: Saturday, May 8, 2021 12:55 PM
To: Stevens, Mike
Subject: Crosswater Loop

Gail Wintczak
2852 Crosswater Loop

In 2011, looking forward to retirement and being close to family, this lot seemed quiet and peaceful with a pond and golf course view. However, the golf course view added to the cost of the lot.
My house was the second house on the street.
The Rews' proposed development of homes and roads will completely block my view and I will end up staring at a fence or wall immediately behind my house!
Not only is my view being lost, my privacy and enjoyment of the birds will be gone. I encourage the development but not at my expense.
I support the equitable compromise suggested by Mike Stevens.
We have tried to work with the Rews but they have consistently ignored our attempt to work with them. Not a good way to start with a "neighbor".

Sent from my iPhone

Dear Mr. Stevens and Richland City Council Members,

I am a resident of the Prestwick community within Horn Rapids, and I would like to voice my concerns about the development currently planned by the golf course owner. We very recently became aware of plans that are far too intrusive for a community like ours.

When I purchased my home, I was never told that the golf course could be used as development property. There has been a master plan in place for Horn Rapids that does not include building homes on the golf course. I do not think it should be allowed and certainly not the volume of homes proposed.

The concerns our community has are several.

- The beauty of the Prestwick community includes natural desert land, trees and the ponds. The development would eliminate most of that and replace it with buildings and parking lots. That is a huge loss to us.
- Prestwick is the first community from the entrance to Horn Rapids. With the proposed 54 additional homes, we can expect a potential of over 100 or more people coming and going through our entrance. The additional number of people would be overwhelming. Traffic will back up into Prestwick and we can anticipate that those late for work will speed through our side street to avoid the congestion on River Park. This will become extremely dangerous for those of us who live here.
- The golf course expansion plans include a large parking lot built right up to just a few yards from the back door of many of our homes. Rather than peaceful evenings, we can anticipate late nights (the restaurant stays open until 11pm) and loud noise with people leaving the restaurant to get to their cars in the parking lot, just a few yards from Prestwick homes.
- We will have no rights even to request a noise reduction or compliance with any rules or courtesy as the HOA will have no authority over the parking lot, the clubhouse, or even the homes owned by the golf course.
- The parking lot, overcrowded pool and pic-nic area and the congestion with the large number of new residents will ruin the quality of life for people in this community. Congestion, noise, traffic – all things we thought we avoided by moving to Horn Rapids.
- The lifestyle that we will be subject to will not only detract from our quality of life, but it will also detract from our home values. Who will even want to buy a home in the middle of this chaos, congestion, and crowding? Who wants to live a few yards from a large parking lot with lights?
- Some have suggested those of us impacted by the golf course should just move. For many of us, it is not that easy. We will simply have to remain in our house, watching our home values decline along with our quality of life.

I respectfully request that you **NOT** approve the golf course development plan.

Bruce Wyborny

Bruce Wyborny 5/7/2021

Janet Wyborny

Signature

JANET Wyborny 5-7-2021

Printed Name and Date