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Document Title: Ordinance No. 03-21
Grantor(s) (Last name first, first name, middle initials): 1. City of Richland 2. 3. 4. Additional names on page _____ of document.
Grantee(s) (Last name first, first name, middle initials): 1. Public 2. 3. 4. Additional names on page _____ of document.
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.) Lot 3, Short Plat No. 2770 Additional legal is on page _____ of document.
Reference Number(s) of documents assigned or released: Additional numbers on page _____ of document.
Assessor's Property Tax Parcel/Account Number: <u>(MUST HAVE 15 DIGITS)</u> 1-2698-401-2770-003 Property Tax Parcel ID is not yet assigned. Additional parcel numbers on page _____ of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

A CERTIFIED TRUE COPY
Jennifer Rogers
CITY CLERK

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-07
Richland, WA 99352

ORDINANCE NO. 03-21

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 zoning on 2.9 acres from Limited Business (C-LB) to General Business (C-3) subject to the land use limitations of a Property Use and Development Agreement; said property being located at 1769 Leslie Road, and adopting the findings and conclusion of the Richland Hearing Examiner as the findings and conclusions of the Richland City Council with certain modifications.

WHEREAS, on January 11, 2021, the Richland Hearing Examiner held a duly advertised public hearing to consider a petition from Goodwill Industries of the Columbia to change the zoning of the property located at 1769 Leslie Road; and

WHEREAS, on February 2, 2021, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, after holding a closed-record review hearing, Richland City Council has considered the record created at the January 11, 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. The findings and conclusions of the Richland Hearing Examiner, as provided in the February 2, 2021 written recommendation, are hereby adopted as the

findings and conclusions of the Richland City Council, with the additional finding that the predominant zoning classification for surrounding commercial properties is C-1 – Neighborhood retail business district, and the additional conclusion that limited C-3 zoning is appropriate to achieve compatibility with surrounding commercial and residential properties as accomplished through a Property Use and Development Agreement.

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 General Business (C-3) when consideration is given to the interest of the general public.

Section 3. Said property, depicted in **Exhibit A**, attached hereto and incorporated by this reference, is more particularly described as follows:

LOT 3, SHORT PLAT NO. 2770

Section 4. Such property is rezoned from Limited Business (C-LB) to General Business (C-3) subject to the land use limitations of the Property Use and Development Agreement attached as **Exhibit C** and incorporated herein by this reference.

Section 5. 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. 15, 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 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 Map No. 15, duly certified by the City Clerk as a true copy.

Section 7. 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 2nd day of March, 2021.



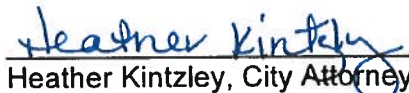
Ryan Lukson, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney

Date Published: March 7, 2021

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 11th day of March, 2021,
by and between the **CITY OF RICHLAND**, a Washington municipal corporation and
CHUCK STACK, property owner.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Richland is currently entertaining an application by Chuck and Gayle Stack (hereinafter "Petitioners") for a change of zone covering a 2.92-acre parcel, being Benton County Tax Parcel No. 1-2698-401-2770-003 located at 1769 Leslie Road (hereinafter "Property") and more particularly described in Ordinance No. 03-21.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from C-LB – Limited Business to C-3 – General Business, Petitioners, for themselves and for and on behalf of their heirs, successors and assigns, covenant and agree as follows:

1. To assure that probable, specific, identifiable impacts on nearby properties will be adequately mitigated, use of the property shall be restricted from containing any of the following uses otherwise allowed in the C-3 zoning classification:

- Automotive Repair – Major
- Boat Building
- Bottling Plants
- Farm Equipment and Supplies Sales
- Heavy Equipment Sales and Repair
- Manufactured Homes Sales Lot
- Marine Equipment Rentals
- Marine Repair
- Towing, Vehicle Impound Lots
- Truck Rentals
- Truck Stop – Diesel Fuel Sales
- Truck Terminal
- Vehicle Leasing/Renting
- Vehicle Sales
- Warehousing, Wholesale Use
- Animal Shelter
- Commercial Kennel
- Hospital/Clinic – Large Animal
- Newspaper Offices and Printing Works
- Radio and Television Studios
- Schools, Trade
- Hospitals
- Homeless Shelter
- Public Campgrounds
- Cinema, Indoor
- Cinema, Drive-In
- Commercial Recreation, Indoor
- Commercial Recreation, Outdoor
- House Banked Card Rooms
- Recreational Vehicle Campgrounds
- Recreational Vehicle Parks
- Stable, Public
- Dwelling Units for a Resident Watchman or Custodian
- Hotels or Motels
- Adult Use Establishments
- Landscaping Material Sales


- Hospital/Clinic – Small Animal
- Laundry/Dry Cleaning, Commercial
- Micro-Brewery
- Laundry and Cleaning Plants
- Light Manufacturing Uses
- Warehousing and Distribution Facilities
- Wholesale Facilities and Operations
- Wineries – Production
- Lumberyards
- Nursery, Plant
- Pawn Shop
- Retail Hay, Grain and Feed Stores
- Bus Station
- Bus Terminal
- Mini-Warehouse
- Convention Center

as defined in the Richland Municipal Code (RMC) 23.06.030, as presently existing or hereinafter amended. Performance standards and special requirements of the C-3 zone as set forth in RMC 23.22.020(C), as currently adopted or as hereafter amended, remain in effect.

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 Petitioners and Petitioners heirs, successors and assigns 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.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF RICHLAND



 Jon Amundson, ICMA-CM
 Interim City Manager

PETITIONER


 Chuck Stack, Owner

Attest:


 Jennifer Rogers, City Clerk

Approved as to form:


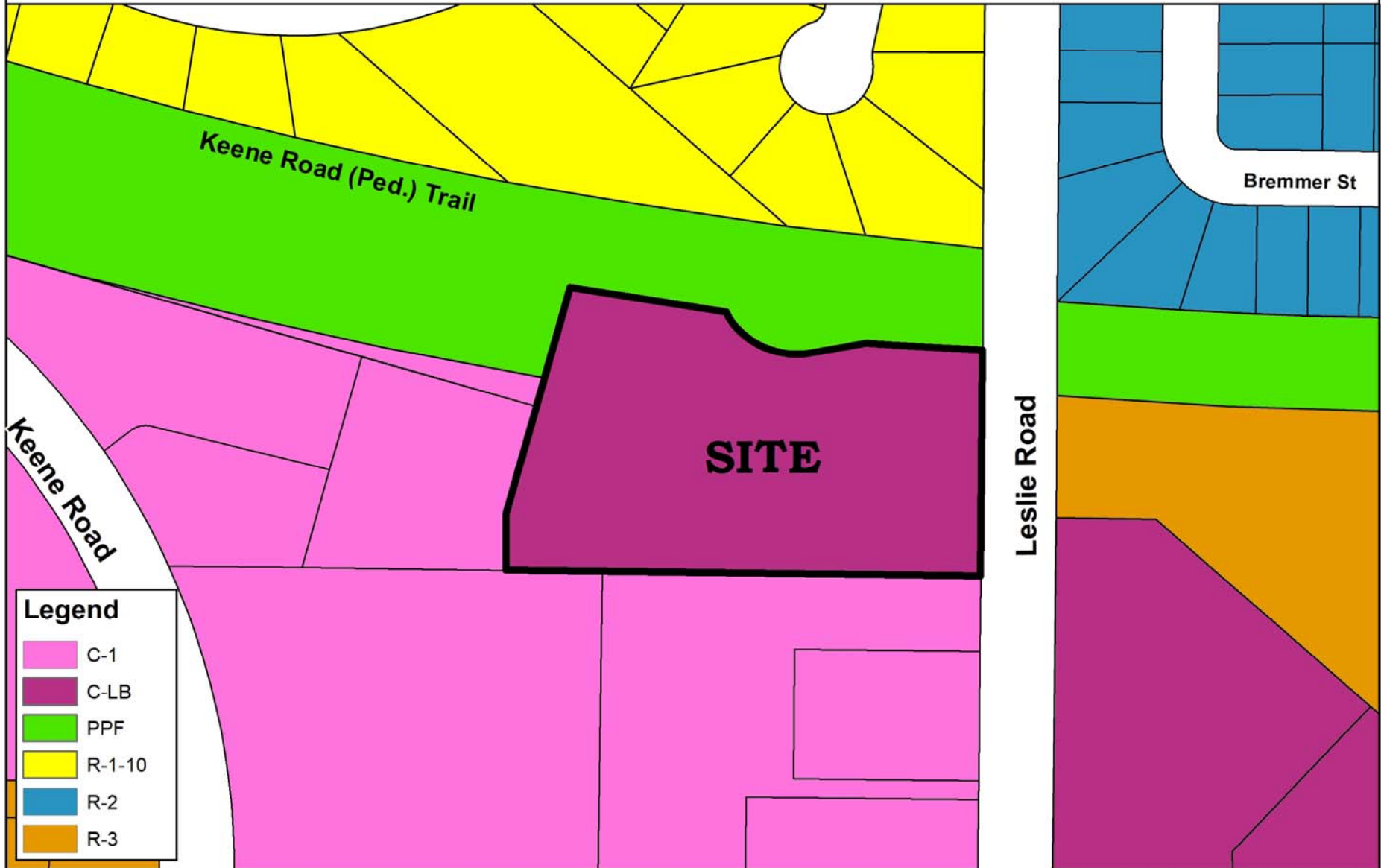
 Heather Kintzley, City Attorney

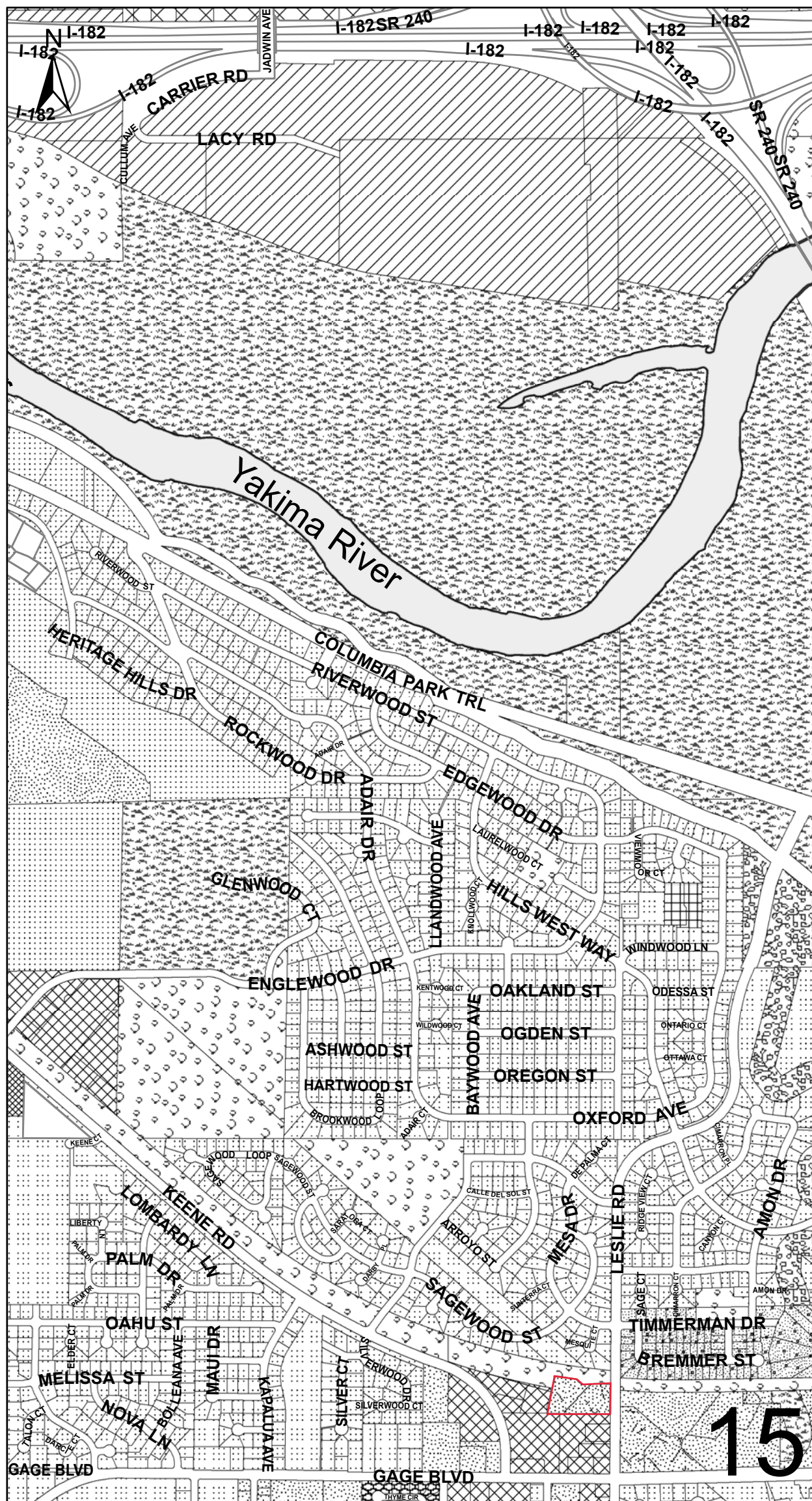
Zoning Map

Item: Rezone C-LB to C-3

Applicant: Goodwill Industries of the Columbia

File #: Z2020-104





**BEFORE THE HEARING EXAMINER
FOR THE CITY OF RICHLAND**

Regarding the Application to *Rezone* a 2.9-)
acre site from one Commercial zone, C-LB)
(Limited Business), to another, the C-3)
(General Business) zoning district, which is)
consistent with Comprehensive Plan's)
Commercial land use designation assigned to)
the area, submitted on behalf of the property)
owner,)
)
GOODWILL INDUSTRIES OF THE)
COLUMBIA,)
)
Applicant)
_____)

File No. Z2020-104

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

The applicant, Goodwill Industries of the Columbia, can meet its burden of proof to demonstrate that its requested rezone merits approval. The site is now designated as suitable for Commercial land uses under the City's Comprehensive Plan, and the request is to rezone the property from one Commercial zone, the C-LB (Limited Business) district, to another, the C-3 zoning district.

This requested rezone does not approve any development activity on the site. As with all development proposals, City Development Regulations will apply to any specific projects that may eventually be proposed on the site. Limited written and hearing comments (*Ex. 3, Testimony of Ms. Johnson*) with general concerns about the type of businesses that might occupy the site, or the design of future buildings, or the need for proper screening of various materials, are more appropriately directed at future project-specific development proposals that may come forward, and do not provide a basis in fact or law to deny the pending rezone request.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOODWILL
INDUSTRIES REZONE APPLICATION TO
CHANGE A 2.9-ACRE SITE FROM CURRENT C-LB
(LIMITED BUSINESS) ZONING TO THE C-3
(GENERAL BUSINESS) ZONING DISTRICT – FILE
NO. Z2020-104**

**GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352**

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II. BACKGROUND and APPLICABLE LAW.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue and is directed to issue a written recommendation for consideration and final action by the Richland City Council. *See* Richland Municipal Code (RMC) 19.20.010(D)(identifies “site-specific rezones” as Type IIIA permit applications); RMC 23.70.210(A)(“The hearing examiner shall conduct an open record public hearing as required by RMC Title 19 for a Type IIIA permit application.”); and RMC 19.20.030(granting jurisdiction to Hearing Examiner to conduct public hearing and issue recommendation to City Council); RMC 19.25.110(authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

The applicant bears the burden of proof to show that its application conforms to the relevant elements of the city’s development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

Finally, Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone must demonstrate that there has been a change of circumstances since the original zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is usually not required¹; and (3) the rezone must have a substantial relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

III. QUESTIONS PRESENTED.

For purposes of the pending rezone application, the central questions presented are:

A. Whether the requested rezone implements policies of the City’s Comprehensive Plan, and/or whether there has been a change of circumstances since the current C-LB (Limited Business) zoning was adopted for the site?

Short Answer: Yes to both. The site is already designated for Commercial uses in the City’s Comprehensive Plan, and the rezone request would remain consistent with and implement the Comprehensive Plan’s vision for the property, by changing the zoning from one Commercial zoning district, the C-LB (Limited Business) district, to another, the C-3 (General Business) zoning district. The Round Table Pizza business that is already on the site is a non-conforming use under the existing C-LB zoning standards and permitted uses associated with such district. If the rezone is approved, the Round Table restaurant use will be fully compliant with the zoning code. (*Testimony of Mr.*

¹ *Save Our Rural Env't v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App. 747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOODWILL
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1 *Stevens; Ex. 1, Application, on page 1).* The Staff Report explains how current zoning has not
2 generated development proposals for much of the vacant property, meaning that much of the property
3 sits undeveloped in a generally distressed condition, which is not in the public interest. (*Staff Report,*
4 *page 8*). The new zone should allow for site development consistent with C-3 zoning regulations.

5 B. Whether the rezone bears a substantial relationship to the public health, safety, morals, or
6 general welfare?

7 *Short Answer:* Yes, because the rezone is fully consistent with the City’s Comprehensive
8 Plan, and any future, project-specific proposal will have to meet city development regulations,
9 including SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency
10 reviews, and payment of any impact fees in effect at the time of an application.

11 IV. RECORD.

12 Exhibits entered into evidence as part of the record, and an audio recording of the public
13 hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the
14 City Clerk’s Office.

15 Public notices regarding the application and public hearing were mailed and posted as
16 required by city codes prior to the public hearing, which occurred on January 11, 2021. Before the
17 hearing, the City only received two written comments. (*Ex. 5*).

18 *Hearing Testimony:* The City’s Planning Manager, Mike Stevens; the applicant’s designated
19 representative and architect, Jason Archibald; the applicant’s Executive Director, Ken Gosney; and
20 one local resident, Spring Johnson, all provided testimony under oath during the public hearing.
21 Given the ongoing limits placed on public gatherings due to the Covid-19 public health emergency,
22 the Examiner conducted the public hearing via online communication means, coordinated by city
23 staff, which included video images of participants and several exhibits. Staff confirmed that no one
24 else was online or phoned in to participate in the hearing.

25 *Exhibits:* The Development Services Division Staff Report for the requested Rezone,
26 including a recommendation of approval, was provided to the Examiner before the hearing on January
11th. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety
without modification:

1. Application materials for Rezone;
2. Public Notices; and
3. Written Comments.

The Examiner has visited the road network and vicinity of the proposed rezone on multiple occasions over the past few years in connection with other applications, and is fully advised on matters

FINDINGS OF FACT, CONCLUSIONS AND
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1 at issue herein, including without limitation adjacent developments and land uses, applicable law,
2 application materials, and relevant comprehensive plan provisions.

3 **V. FINDINGS OF FACT.**

4 Based upon the record, the undersigned Examiner issues the following Findings of Fact.

5 ***Application, Site Location and Conditions***

6 1. On November 3, 2020, Goodwill Industries of the Columbia filed an application with the
7 City, petitioning to rezone a 2.9-acre site from C-LB (Limited Business) to C-3 (General Business).
8 *(Staff Report, page 2; and Exhibit 1)*. The property owners are Chuck Stack and Gayle Stack, of
9 Kennewick. Jason Archibald, a local architect, is the designated agent for both the applicant and the
10 property owners. *(Ex. 1, pages 1 and 3)*.

11 2. The site address is 1769 Leslie Road, which is now assigned a single tax parcel number, 1-
12 26984012770003.

13 3. The Staff Report explains that the site is located on the west side of Leslie Road
14 approximately 477-feet north of Gage Blvd. *(Staff Report, page 2, Fig. 1)*. The parcel forms an
15 irregular, almost rectangular-shaped trapezoid, measuring about 507 feet in its longest diagonal
16 dimension (east-west), and 241 feet at its narrowest diagonal dimension (north-south). *(Id.)*.

17 4. The site currently contains an existing Round Table Pizza restaurant and associated parking
18 on the eastern half of the site, while the western half of the property is currently undeveloped. A 100-
19 foot Bonneville Power Administration easement, with overhead electrical transmission lines,
20 encumbers the northeast portion of the site, along with a 50-foot Cascade Natural Gas easement, and
21 a 10-foot public utility easement. Additional utility, water, and drainage easements are located on the
22 western portion of the site as well. These easements are illustrated in the site plan that was submitted
23 as part of the application materials *(Staff Report, pages 2 and 3; Exhibit 1, application materials)*.

24 5. The application materials indicate that the site will be subject to a Binding Site Plan.
25 However, a Binding Site Plan application is not a part of this rezone application. Staff believes that
26 a future Binding Site Plan will likely result in the establishment of one (1) 1.31-acre parcel and a
separate 1.61-acre parcel. The future 1.31-acre parcel will include the existing Round Table Pizza
restaurant, while the new 1.61-acre parcel will likely be the site of a new Goodwill Industries facility
with an enclosed and covered donation site. *(Staff Report, pages 2 and 3; Testimony of Mr.
Archibald)*.

24 **FINDINGS OF FACT, CONCLUSIONS AND
25 RECOMMENDATION RE: GOODWILL
26 INDUSTRIES REZONE APPLICATION TO
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1 6. As with all rezone applications, future plans are not binding on an applicant, and do not serve
2 as a basis to deny the requested rezone.

3 7. There is no dispute that the existing Roundtable Pizza restaurant is not a permitted use in the
4 existing C-LB (Limited Business) zoning for the property, so it is considered a legal, non-conforming
5 use. The restaurant would be permitted outright under the requested C-3 (General Business) zoning
6 district. (*Testimony of Mr. Stevens; RMC 23.22.030, re: permitted land uses in different Commercial
7 zoning districts*).

8 8. The applicant, Goodwill Industries of the Columbia, believes it would be able to conduct
9 business operations and uses consistent with its plans under the requested C-3 zone. (*See RMC
10 23.22.030, re: permitted land uses in different Commercial zoning districts; Testimony of Mr.
11 Archibald and Mr. Gosney*). In fact, Mr. Gosney indicated that Goodwill plans to make a significant
12 financial investment on the site so it can remain on a long-term basis, which should serve to allay
13 concerns from one local resident that future use of the site might be problematic, with unknown future
14 tenants and businesses. (*Testimony of Mr. Gosney*). The analysis provided in the Staff Report
15 explains how Goodwill operations would appear to be in compliance with uses allowed in the C-3
16 zone. (*Staff Report, page 4, re: Requested Zoning discussion*).

17 9. Changed circumstances also support the requested rezone from the existing C-LB zone to the
18 C-3 zone. As noted above, the fact that much of the site remains undeveloped under current C-LB
19 zoning leaves it in a generally distressed condition; and the Round Table Pizza restaurant that is
20 already on the site is not permitted outright under current C-LB zoning, are both circumstances that
21 are not in the public interest. The requested C-3 zone would make the existing restaurant fully
22 compliant with zoning codes, and it will hopefully provide future owners with economically viable
23 and realistic options for redeveloping the property with C-3 uses, now envisioned as a Goodwill
24 Industries facility, which Staff believes to be in the public's interest.

25 10. Through the public comment and hearing process, no one submitted any comments, evidence,
26 or legal authority that would serve as a basis to deny this requested rezone. (*See summary of Record,
in Sec. IV above*). Comments were generally focused on conditions and considerations that could be
relevant in future development application processes, but not this rezone application. Existing city
codes and development regulations already apply to other businesses that likely generate more
impacts than Goodwill, to limit potential nuisances, such as noise generated from truck deliveries at
a large grocery store. Future tenants will be required to comply all applicable city codes, including
without limitation those regarding screening, noise limits, and the like.

11 11. Because staff deemed the application to be consistent with the City's Comprehensive Plan,
12 which already designates the rezone site as suitable for Commercial land uses, and the City's plan
13 was analyzed in an environmental impact statement at the time of its adoption, the pending application
14 is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). (*Staff Report,
15 page 7; Official notice from record of previous rezone matters re: City SEPA process(es) undertaken*)

16 **FINDINGS OF FACT, CONCLUSIONS AND
17 RECOMMENDATION RE: GOODWILL
18 INDUSTRIES REZONE APPLICATION TO
19 CHANGE A 2.9-ACRE SITE FROM CURRENT C-LB
20 (LIMITED BUSINESS) ZONING TO THE C-3
21 (GENERAL BUSINESS) ZONING DISTRICT – FILE
22 NO. Z2020-104**

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when Comprehensive Plan was adopted and amended).

12. The rezone is not likely to have any material impact on capacity for the existing local street system serving the property. The Staff Report indicates that vehicle access onto the site is provided via an existing commercial driveway onto Leslie Road.

Summary of Public Hearing.

13. As explained above, the public hearing for this matter occurred on January 11th. Mr. Stevens made a brief presentation regarding the application, current site conditions, and his recommendation of approval, as explained in the Staff Report. The applicant's designated representative, Mr. Archibald, did not object to the analysis and recommendation included in the Staff Report. Ms. Johnson expressed concern that the C-3 zone might bring in a heavy use if it is not just Goodwill. Mr. Gosney explained Goodwill's long-term plans for the site, hoping to address concerns that future uses might be problematic.

14. The requested rezone is consistent with land use policy goals in the City's Comprehensive Plan. (Staff Report, pages 4-6).

Public services and utilities are adequate and readily available to serve the site.

15. As part of the review process, City staff confirmed that adequate utilities, including without limitation water, power, and sewer, are in place and/or readily available to serve the parcel that is at issue in this matter. (Staff Report, pages 6, 7).

Consistency with City Codes and Comprehensive Plan.

16. As explained elsewhere in this Recommendation, the rezone site is already designated as "Commercial" in the City's Comprehensive Plan, and the request is to modify the classification from one of the eight (8) different commercial zones defined in the City's code to another, specifically from C-LB to C-3. (Staff Report, page 8).

17. Based on the record, the Examiner finds and concludes that the requested rezone from C-LB to C-3 is appropriate. The requested C-3 zone is not inconsistent with existing land uses located on or zoning designations assigned to surrounding properties in the area. (See Zoning Map provided on page 3 of Staff Report, Figure 2). Potential impacts on Residential zoned properties to the north of the site will be minimized by the presence of a substantial "buffer" already in place – the pedestrian trail and the BPA easement area. (Testimony of Mr. Stevens).

18. Standing alone, the requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for Commercial uses.

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOODWILL
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General findings.

19. The requested rezone bears a substantial relationship to the public health, safety, and general welfare. The requested rezone is appropriate in the context of adjacent properties.

20. The Development Services Division Staff Report, prepared by Mr. Stevens, includes a number of specific findings and explanations that establish how the underlying application satisfies provisions of applicable law and is consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all Findings contained in the Staff Report are incorporated herein by reference as Findings of the undersigned-hearing examiner.

21. Any factual matters set forth in the foregoing or following sections of this Recommendation are hereby adopted by the Hearing Examiner as findings of fact and incorporated into this section as such.

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VI. CONCLUSIONS.

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan. *Findings; Staff Report.*

2. The applicant met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare.

3. The Staff Report and testimony in the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate all uses permitted in the new C-3 zone requested herein. The rezone from C-LB to C-3 will eliminate a current nonconformity for the restaurant already on site, and will generally keep the property compatible with the character of the existing uses and zoning districts surrounding the site, provided all future uses and businesses are developed and operated in a manner consistent with City development regulations and performance standards, including those addressing noise, screening, and the like.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property.

5. While the pending rezone application is categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. And, after public notices issued for the application, no one spoke or submitted any written comments expressly opposing the pending rezone request.

**FINDINGS OF FACT, CONCLUSIONS AND
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CITY HALL – 625 SWIFT BOULEVARD
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1 6. As required by RMC 19.50.010(C), the transportation system is sufficient to accommodate
2 the type of development envisioned with the proposed rezone. The surrounding road network is fully
3 functional, and no transportation concurrency problems are likely to arise as a result of the rezone for
4 the site. Development regulations, including without limitation those detailing frontage
5 improvements, impact fees, setbacks, and the like, will apply to any future project built on the site.

6 7. Based on the record, the applicant demonstrated its rezone application merits approval,
7 meeting its burden of proof imposed by RMC 19.60.060.

8 8. Approval of this rezone will not and does not constitute, nor does it imply any expectation of,
9 approval of any permit or subsequent reviews that may be required for development or other regulated
10 activities on the site of the subject rezone.

11 9. Any finding or other statement contained in this Recommendation that is deemed to be a
12 Conclusion is hereby adopted as such and incorporated by reference.

13 **VII. RECOMMENDATION.**

14 Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that
15 the Goodwill Industries Rezone application (File No. Z2020-104) to reclassify a 2.9-acre site from its
16 current C-LB (Limited Business) zone to another Commercial land use designation, the C-3 (General
17 Business) zoning district, which is consistent with the Comprehensive Plan's Commercial land use
18 designation assigned to the area, should be **APPROVED**.

19 ISSUED this 2nd Day of February, 2021



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Gary N. McLean
Hearing Examiner

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: GOODWILL
INDUSTRIES REZONE APPLICATION TO
CHANGE A 2.9-ACRE SITE FROM CURRENT C-LB
(LIMITED BUSINESS) ZONING TO THE C-3
(GENERAL BUSINESS) ZONING DISTRICT – FILE
NO. Z2020-104

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND

CITY HALL – 625 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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

GENERAL INFORMATION:

PROPOSAL NAME: Goodwill Industries Rezone

LOCATION: The project site is located at 1769 Leslie Road (APN: 1-26984012770003).

APPLICANT: Goodwill Industries of the Columbia

FILE NO.: Z2020-104

DESCRIPTION: Request to change zoning of an approximately 2.9-acre site from C-LB (Limited Business) to C-3 (General Business).

PROJECT TYPE: Type 3A Site-Specific Rezone

HEARING DATE: January 11, 2020

REPORT BY: Mike Stevens, Planning Manager

RECOMMENDED ACTION: Approval

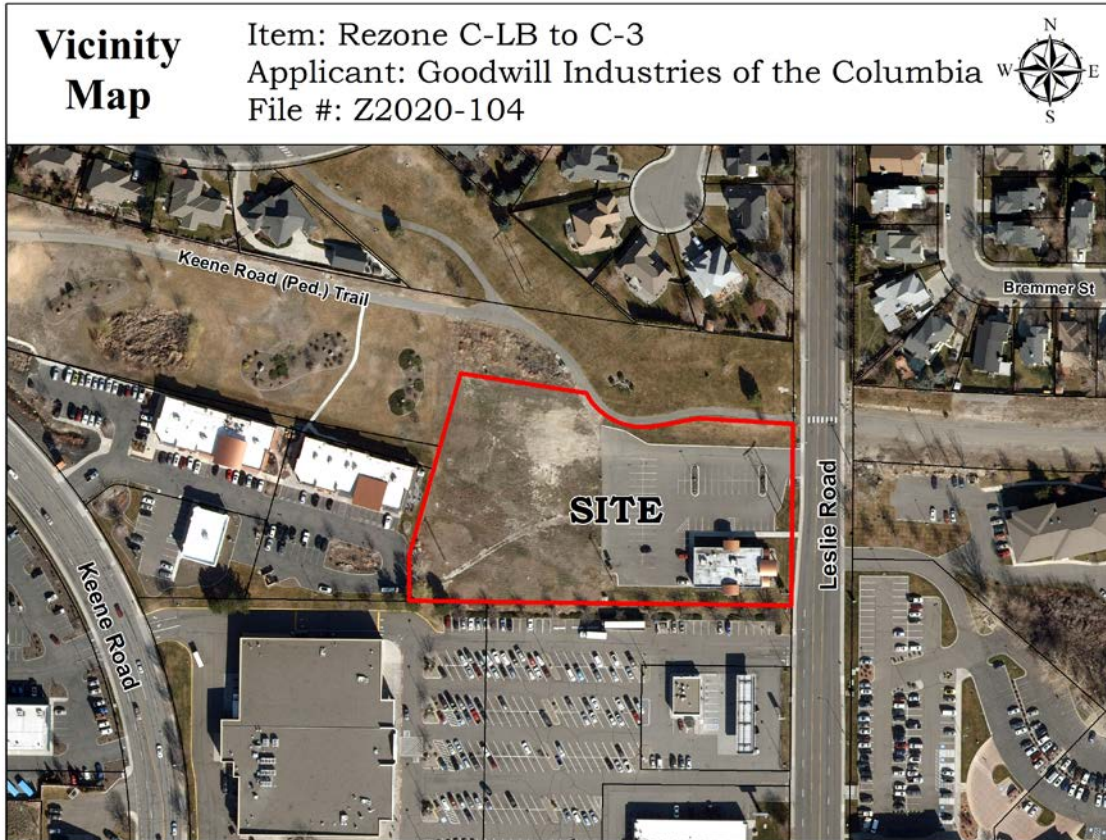


Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

On November 3, 2020, Goodwill Industries of the Columbia filed a request to rezone the 2.9 acre parcel from C-LB (Limited Business) to C-3 (General Business).

SITE DESCRIPTION & ADJACENT LAND USES

The site is comprised of one 2.9-acre parcel located on the west side of Leslie Road approximately 477-feet north of Gage Blvd. (see Fig. 1 above). The parcel forms an irregular, approximately rectangular-shaped trapezoid, measuring approximately 507 feet in its longest diagonal dimension (east-west), and 241 feet at its narrowest diagonal dimension (north-south).

The site currently contains an existing Round Table Pizza restaurant and associated parking on the eastern half of the site, while the western half of the property is currently undeveloped.

A 100-foot Bonneville Power Administration easement containing overhead electrical transmission lines, encumbers the northeast portion of the site along with a 50-foot Cascade Natural Gas easement and a 10-foot public utility easement. Additional utility, water and drainage easements are located on the western portion of the site

as well. These easements are illustrated in the site plan that was submitted as part of the application materials (Exhibit 1). Exhibit 1 also indicates that the site will be subject to a Binding Site Plan. However, the Binding Site Plan is not a part of the rezone request at-hand. The future Binding Site Plan will likely result in the establishment of one (1) 1.31-acre parcel and a separate 1.61-acre parcel. The future 1.31-acre parcel will house the existing Round Table Pizza restaurant, while the new 1.61-acre parcel will likely be the site of a new Goodwill Industries retail store and regional office.

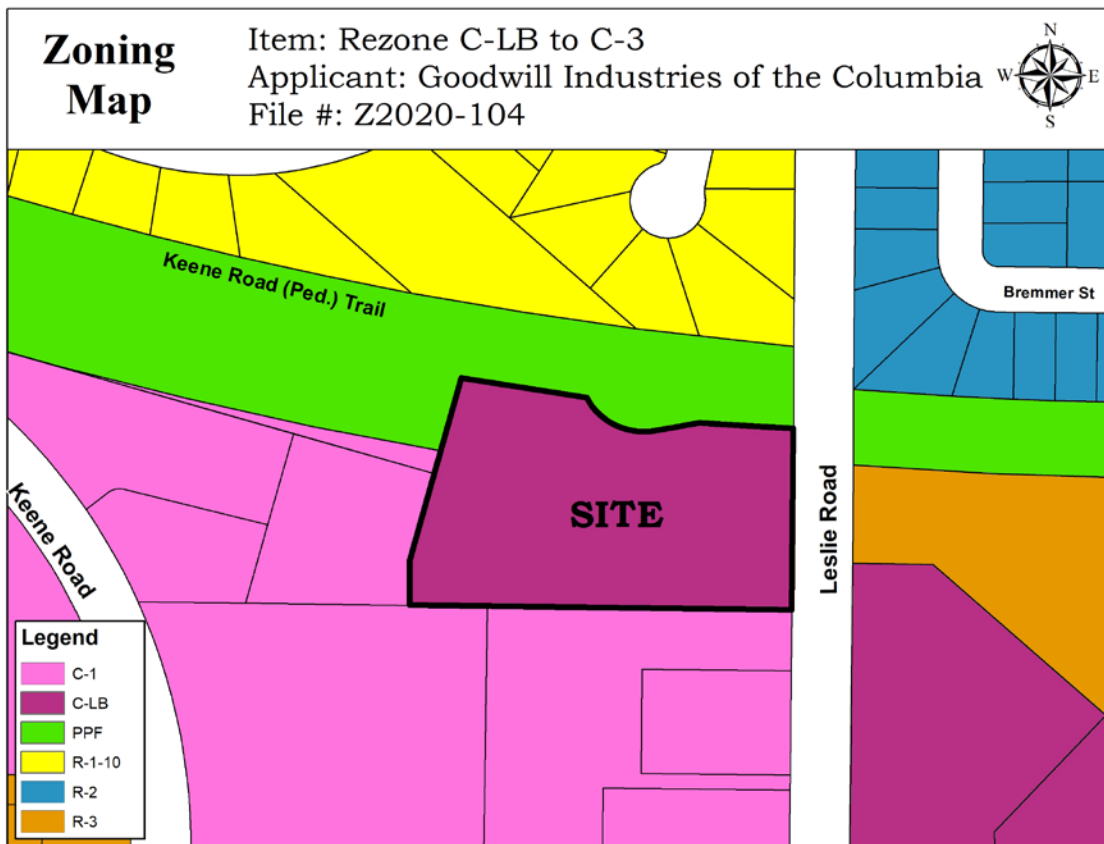


Figure 2 – Zoning Map

CURRENT ZONING

The zoning map above illustrates the site's current C-LB (Limited Business) zoning together with zoning assignments of adjacent and surrounding properties.

As stated in Richland Municipal Code Chapter 23.22, the Limited Business zone is designed to provide an area for the location of buildings for professional and business offices, motels, hotels, and their associated accessory uses, and other compatible uses serving as an administrative district for the enhancement of the central business districts, with regulations to afford protection for developments in this and adjacent districts and in certain instances to provide a buffer zone between residential areas and other commercial and industrial districts. The Limited Business

zone classification is intended to be applied to some portions of the city that are designated either commercial or high-density residential under the city of Richland comprehensive plan. Richland's comprehensive plan designates the subject site for commercial land uses. This means the current C-LB zoning conforms to the City's Comprehensive Plan in terms of land use.

SURROUNDING ZONING & LAND USES

North: Public Zoning **PPF**

East: Leslie Road right-of-way

South: Neighborhood Commercial **C-1**

West: Public Zoning and Neighborhood Commercial **PPF and C-1**

REQUESTED ZONING

The General Business (C-3) zone is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended for portions of the City that are either designated as commercial or designated as industrial and located adjacent to SR 240 under the City of Richland comprehensive Plan. Richland's Comprehensive Plan designates the subject site for commercial land uses. This means the proposed C-3 zoning conforms to the City's Comprehensive Plan in terms of land use.

Business types permitted in the C-3 zone include but are not limited to: restaurants, apparel and accessory stores, department stores, fuel stations/mini-marts, secondhand stores and specialty retail stores.

COMPREHENSIVE PLAN

Richland's Comprehensive Plan designates the subject site for Commercial land uses. The General Business (C-3) zone is included in the Commercial Zoning Districts chapter of the Zoning code (RMC 23.22). In this way the proposal is consistent with the Comprehensive Plan.

The following land use map (Fig. 3) illustrates the city's Comprehensive Plan land use designations for the site and surrounding vicinity as depicted by the city's GIS mapping database. The C-3 zoning classification is intended to be applied to portions of the city designated as Commercial under the City of Richland Comprehensive Plan.

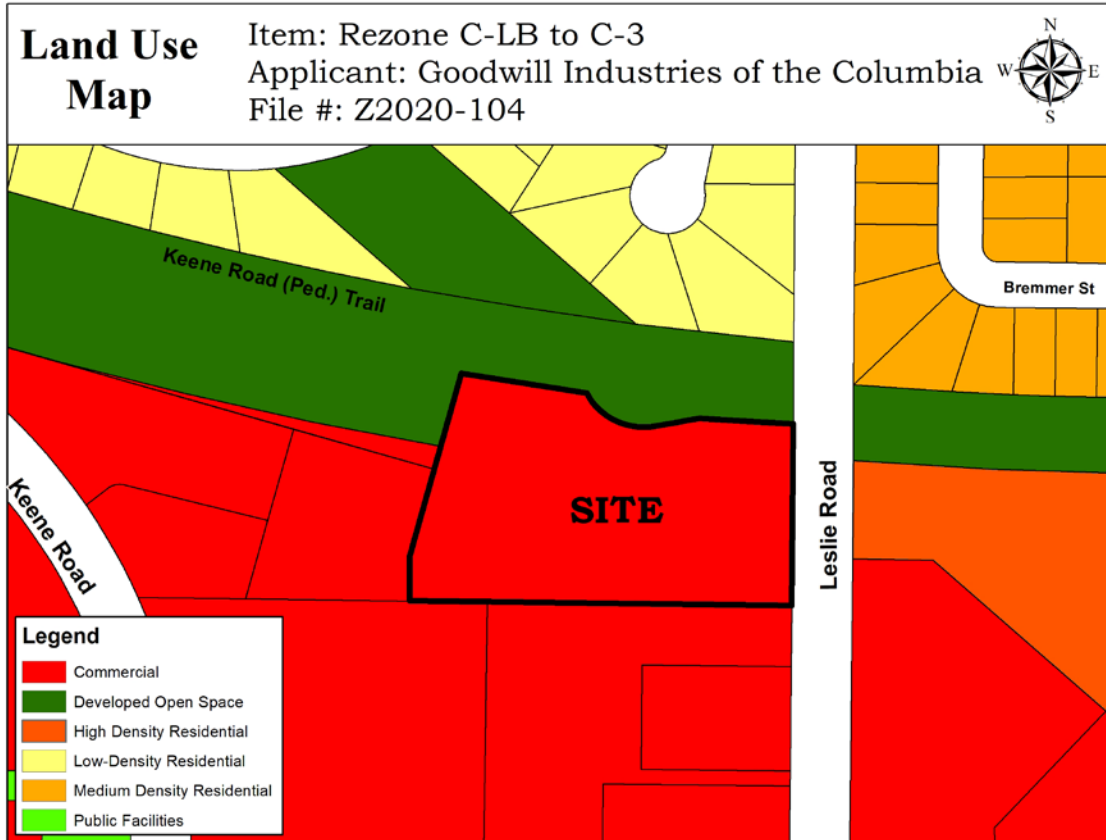


Figure 3 – Comprehensive Plan Map

The Comprehensive Plan contains the following goals and policy statements generally viewed as being in support of the proposed rezone 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.

LU Goal 4:

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

Policy 1 - Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and professional services.

Land Use Goal 5:

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

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

PUBLIC NOTICE

Application Date:	November 3, 2020
Notice of Hearing Mailed:	November 30, 2020
Notice of Hearing Posted:	December 9, 2020
Notice of Hearing Published:	December 6, 2020
Public Hearing:	January 11, 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 2. As of the date of this report, city staff received one comment from the general public (Exhibit 3). The comment, from the owner and resident of an adjoining residential property (2624 Tiger Lane), was more directed to the use of the site for Goodwill Industries and how trash and materials would be stored on-site of than it was a specific comment on the rezone proposal.

UTILITIES

City utility mapping records indicate underground utility infrastructure as illustrated in Figure 4 provided below. Written explanations of each utility service are provided in the following sections.

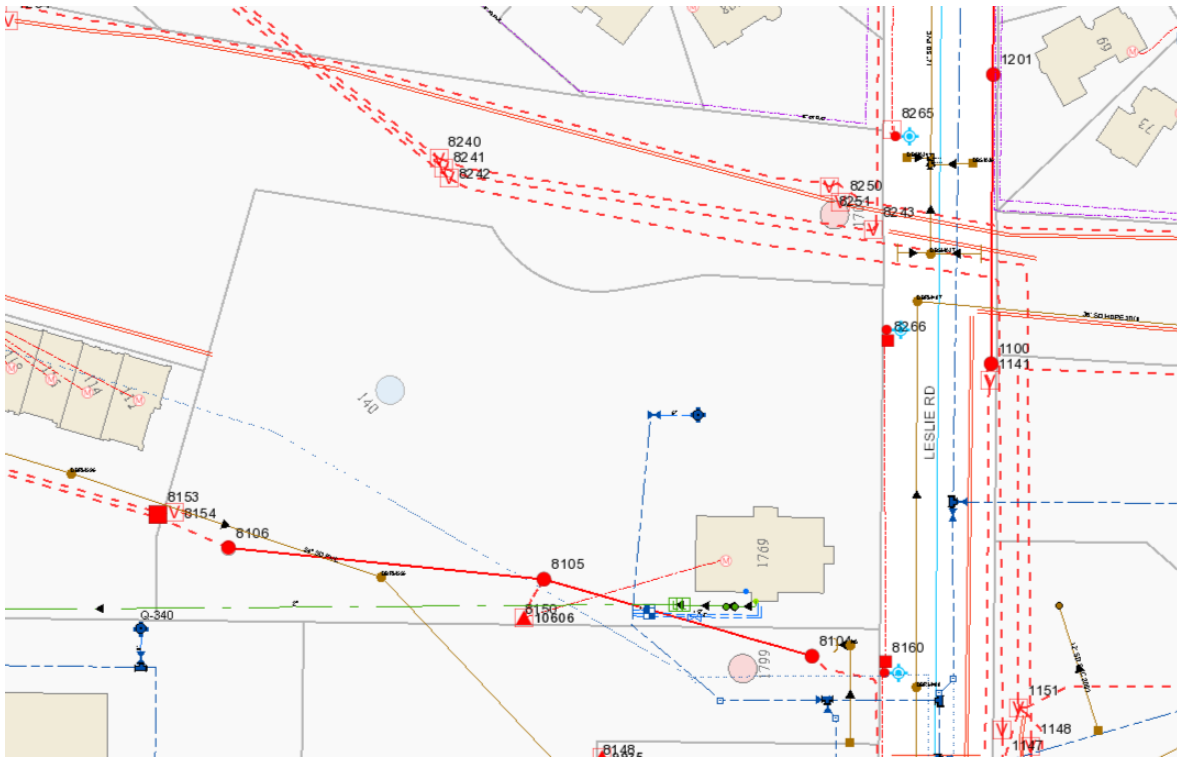


Figure 4 - Utilities Map

(Blue = water, Green = sewer, Red = electrical power)

SEWER

An existing 2" sanitary sewer line located near the southern property line provides sewer service to the existing Round Table Pizza restaurant. The respective Leslie Road frontage does not contain sewer service infrastructure.

WATER

An existing 6" water line extends onto the site from the 12" water main located within Leslie Road.

ELECTRICAL POWER

Richland Energy Services (RES), a municipal public utility district, services the existing Round Table Pizza restaurant and will service future development on the site. Underground power lines are located on the subject property.

TRANSPORTATION

Access to the subject property is provided via the existing commercial driveway onto Leslie Road.

SEPA

The proposal is not subject to State environmental review under the State Environmental Policy Act. Pursuant to WAC 197-11-800(6)(c) the rezone application qualifies as a categorically exempt action.

CRITICAL AREAS

The subject property is not located within, or adjacent to, any critical areas designated by the RMC Chapter 22.10.

SHORELINE JURISDICTION

The subject property is not within the jurisdiction of the City's Shoreline Master Program.

ANALYSIS

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

Purposes of this rezone request, the central questions presented are:

1. Whether the requested rezone implements policies of the City's Comprehensive Plan, and /or whether there has been a change of circumstances since the original C-LB (Limited Business) zoning was adopted for the site?

The site is already designated for commercial uses by the City's Comprehensive Plan, and the rezone request would only change the zoning from one Commercial zoning district (C-LB) to another (C-3). The back half of the subject property has been undeveloped for some time due to the site not being adequate for many of the permitted land uses permitted in the C-LB zone. As a result, the site has been left unattended and while it is not overgrown with weeds and noxious vegetation, leaving it in a distressed/undeveloped condition is not in the public interest. The requested rezone is meant to facilitate the applicant's plans to develop the site in a manner fully authorized by the C-3 zoning regulations.

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

It appears that the proposed rezone is consistent with this criterion because the rezone is consistent with the City's Comprehensive Plan, and any future, project-specific proposal will have to meet city development regulations, including SEPA, possible subdivision codes, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of an application.

RECOMMENDATION

Staff recommends that the Hearings Examiner approve the requested rezone of property located at 1769 Leslie Road (APN 1-26984012770003) from C-LB (Limited

Business) to C-3 (General Business) based on the following suggested Findings and Conclusions:

FINDINGS AND CONCLUSIONS

1. The site is comprised of one tax parcel approximately 2.9-acres in size.
2. The subject site currently contains an existing Round Table Pizza restaurant on the eastern portion of the site, while the western portion of the site is vacant and otherwise ready for development.
3. The subject parcel is located at 1769 Leslie Road and otherwise identified as Benton County Assessor's Tax Parcel Number 1-26984012770003.
4. The entire site is currently zoned C-LB (Limited Business) [23.22 RMC].
5. The vicinity includes residential neighborhoods, primarily to the north and east of the subject site. Commercial site development is well positioned to serve residents of the vicinity; thereby offering the potential to enhance the health and general welfare of surrounding neighborhoods.
6. Numerous public and private utility and drainage easements are located on the subject property.
7. The City of Richland Comprehensive Plan designates the subject site as suitable for commercial land uses.
8. The General Business (C-3) zone is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended for portions of the City that are either designated as commercial or designated as industrial and located adjacent to SR 240 under the City of Richland comprehensive Plan. Richland's Comprehensive Plan designates the subject site for commercial land uses.
9. The subject site lies in close proximity to Leslie Road which is an arterial roadway.
10. Ingress and egress to the site is currently from Leslie Road.
11. Because the commercial land use designation aligns with the commercial rezone request, the application is exempt from the provisions of the State Environmental Policy Act (SEPA), as identified in WAC 197-11-800(6)(c).
12. Much of the utility infrastructure necessary to serve this site lies either exists or easements exist to accommodate the installation of said utilities.

13. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Rezone Application
2. Public Notices
3. Comments



EXHIBIT 1

City of Richland
Development Services

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

Z2020-104

Zoning Map Amendment Application

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

PROPERTY OWNER INFORMATION

Contact Person

Owner: Chuck Stack / Gayle Stack - gayle@everstarrealty.com

Address: 4204 S Olson Street, Kennewick, WA 99336

Phone: (509) 948-5660

Email: rtchuck@charter.net

APPLICANT/CONTRACTOR INFORMATION (if different)

Contact Person

Company: Goodwill Industries of the Columbia

UBI#:

Contact: Ken Gosney

Address: 815 N Kellogg Street, Kennewick, WA 99336

Phone: (509) 212-5759

Email: kgosney@goodwillotc.org

DESCRIPTION OF WORK

Develop underutilized portion of the property with a new multi-tenant retail facility with Goodwill Industries drop-off tenant space. Improvements would include parking, utilities, landscaping etc. to meet City of Richland requirements. Architecture to complement adjacent retail buildings to the west.

PROPERTY INFORMATION

Parcel #: 126984012770003

Legal Description: Lot 3, Short Plat No. 2770 Auditors File 2003-057882

Current Zoning: CL-B

Current Comp Plan: Commercial

Requested Zoning: C-3

Current Use: Vacant land

Proposed Use: Multi-tenant retail

Area of Property: 2.92 acres

APPLICATION MUST INCLUDE

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

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE

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

The subject property is zoned Commercial Light Business (C-LB) and is surrounded by parcels zoned Neighborhood Retail Business (C-1) and Parks & Public Facilities (PPF). The site is also buffered from residential zones by a public greenway zoned PPF. The existing primary use of the entire parcel is a full-service restaurant, which is an existing non-conforming primary use. The parcel has been difficult to develop due to the remaining developable land located away from street-frontage and challenging access conditions.

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

Site will remain undeveloped and underutilized in a growing and vibrant portion of Richland.

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

The proposed rezoning will allow underutilized land to be developed as a commercial retail connector with adjacent C-1 neighborhood retail business zoned properties to the south and west of the site, thereby creating one unified and harmonious commercial neighborhood with Parks & Public Facilities greenbelt continuing to buffer residential neighbors to the north.

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

Benefits to adjacent surrounding zones include development of an area of unimproved property that will connect existing commercial sites into one active neighborhood. This proposed site will reduce traffic reentering the main arterial streets when driving between businesses that are currently on disconnected parcels. No adverse effects are known.

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

Requested zoning change will bring existing restaurant into conformance with Richland's zoning code, thereby solidifying its purpose within the comprehensive plan. No adverse effects are known.

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

Rezone will result in developing an area of unimproved property, generating property, permit and sales tax revenue to the city. Development of the site will also benefit the city by reducing current issues with loitering and illegal dumping occurring on the undeveloped land. No detriments are known.

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

The proposed rezone remains commercial in nature, keeping with the guiding principles set forth in the comprehensive plan, and brings an existing non-conforming use into compliance.

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

The rezone is not considered a spot zone as it remains commercial in nature within the comprehensive plan.

Identify impacts on the environment and public safety:

The rezoning will have no adverse impacts to the environment nor public safety. Proposed commercial rezone meets the intent of existing comprehensive plan for the site.

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: Jason M. Archibald, AIA

Applicant Signature: _____ Date October 28, 2020

RECORD SURVEY

FOR BINDING SITE PLAN
 BEING LOT 3, SHORT PLAT 2770
 LOCATED IN THE SE 1/4 OF SECTION 26,
 TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
 CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION:

LOT 3, SHORT PLAT NO. 2770, AN AMENDMENT OF SHORT PLAT NO. 2734, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2003-057882, RECORDS OF BENTON COUNTY, WASHINGTON.

SURVEYOR'S NOTES:

1. BASIS OF BEARING: THE HORIZONTAL DATA SHOWN HEREON IS BASED ON TIES TO MONUMENTS OF RECORD PER SHORT PLAT 2770. DISTANCES ARE 'TRUE GROUND' MEASUREMENTS
2. ● = DENOTES FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP AS NOTED
3. ○ = SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "DPB WA 41028"
4. EQUIPMENT AND PROCEDURES USED: LEICA NOVA MS60 MULTISTATION
5. (M) = MEASURED (C) = COMPUTED
(R) = RECORD PER SHORT PLAT 2770 (A.F. #2003-057882)
6. THESE EASEMENTS ONLY APPEAR IN RECORD SURVEY 730 (AF#852719) WITH NO SUPPORTING DOCUMENTS BUT DON'T APPEAR ON SHORT PLAT 2770 (AF#2003-057882). EXISTENCE OF EASEMENT IS UNKNOWN
7. EASEMENT RECORD DIMENSIONS EXTEND INTO BPA EASEMENT; BOUNDS CALL TO BPA EASEMENT HELD OVER DIMENSION.

SURVEYOR'S CERTIFICATE

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE BINDING SITE PLAN AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID RECORD SURVEY IS STAKED ON THE GROUND AS INDICATED HEREON. 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 GAYLE STACK IN MARCH 2020.

DAVID P. BAALMAN
 CERTIFICATE #41028

DATE

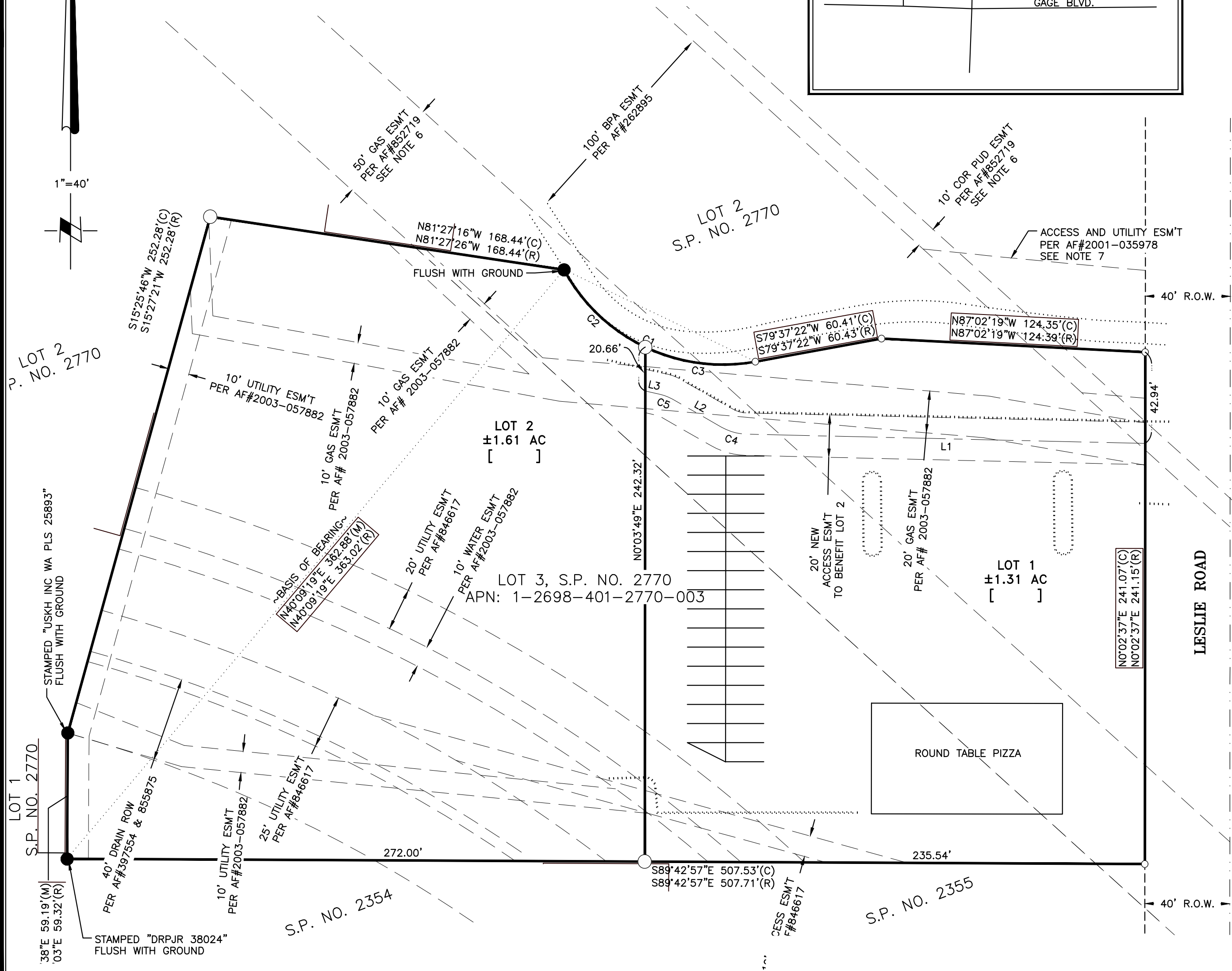
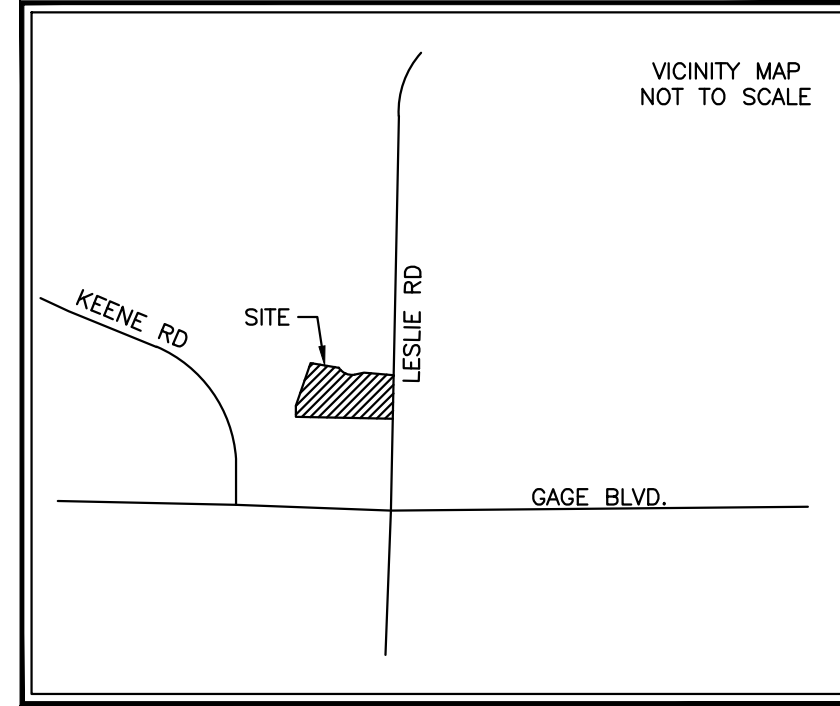
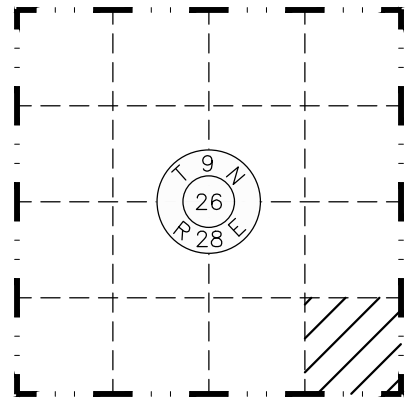
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20__ A.D., AT _____
 MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF SURVEYS,
 PAGE _____, AT THE REQUEST OF ROGERS SURVEYING.

BENTON COUNTY AUDITOR

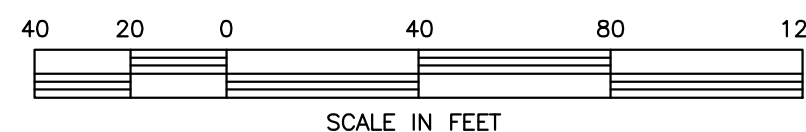
AUDITOR'S FILE NUMBER

REV: NONE



Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	106.84	85.00	72°01'10"	S64°21'11"E	99.95
C2	53.68	85.00	36°10'57"	S46°26'05"E	52.79
C3	53.16	85.00	35°50'12"	S82°26'40"E	52.30
C4	12.39	25.00	28°23'50"	S74°28'22"E	12.26
C5	5.95	20.00	17°02'48"	S68°47'51"E	5.93

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S88°40'17"E	187.70
L2	S60°16'27"E	26.85
L3	S77°19'15"E	7.31



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	GAYLE STACK		JOB	09220
PROJECT	BINDING SITE PLAN PTN SE1/4, SEC 26, T9N, R28E, W.M.			
DRN. BY	BAG	SCALE	1" = 40'	F. B. NO. NONE
APPROVED	DPB	DATE	3/30/20	ACAD VER - C3D19
				FILE: 09220.DWG
				SHEET 1 OF 2

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

62242000444

Revision 1

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)

AMERICAN
LAND TITLE
ASSOCIATION



ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Christopher Hull Chicago Title Company of Washington 6416 W. Okanogan Avenue Kennewick, WA 99336 Phone: 509-783-7833 Fax: 509-735-6297 Main Phone: (509)783-7833 Email: Christopher.Hull@ctt.com	Escrow Officer: Alaina Brainerd Chicago Title Company of Washington 9001 W. Tucannon Avenue, Suite 220 Kennewick, WA 99336 Phone: 509-735-1575 Main Phone: (509)735-1575 Main Fax: (509)735-0707 Email: Alaina.Brainerd@ctt.com

SCHEDULE A

1. Commitment Date: February 21, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Standard Owner's Policy 2006

Proposed Insured:	Goodwill Industries of the Columbia, Inc.	
Proposed Policy Amount:	\$627,264.00	
Premium:		\$ 1,442.00
Tax:		\$ 124.01
Total:		\$ 1,566.01
3. The estate or interest in the Land described or referred to in this Commitment is:
 - Fee Simple
4. The Title is, at the Commitment Date, vested in:
 - Chuck Stack, a married man, as his separate property
5. The Land is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



EXHIBIT "A"
Legal Description

Lot 3, Short Plat No. 2770, according to the Survey thereof recorded under Auditor's File No. 2003-057882, records of Benton County, Washington.

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



RECORD SURVEY

FOR BINDING SITE PLAN
BEING LOT 3, SHORT PLAT 2770

LOCATED IN THE SE 1/4 OF SECTION 26,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

RECORD LEGAL DESCRIPTION:

LOT 3, SHORT PLAT NO. 2770, AN AMENDMENT OF SHORT PLAT NO. 2734, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2003-057882, RECORDS OF BENTON COUNTY, WASHINGTON.

SURVEYOR'S NOTES:

1. BASIS OF BEARING: THE HORIZONTAL DATA SHOWN HEREON IS BASED ON TIES TO MONUMENTS OF RECORD PER SHORT PLAT 2770. DISTANCES ARE "TRUE GROUND" MEASUREMENTS.
2. ● = DENOTES FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP AS NOTED
3. ○ = SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "DPR WA 41028"
4. EQUIPMENT AND PROCEDURES USED: LEICA NOVA MS60 MULTISTATION
5. (M) = MEASURED (C) = COMPUTED
(R) = RECORD PER SHORT PLAT 2770 (A.F. #2003-007882)
6. THESE EASEMENTS ONLY APPEAR IN RECORD SURVEY 730 (AF#685715) WITH NO SUPPORTING DOCUMENTS BUT DON'T APPEAR ON SHORT PLAT 2770 (AF#2003-057882). EXISTENCE OF EASEMENT IS UNKNOWN
7. EASEMENT RECORD DIMENSIONS EXTEND INTO BPA EASEMENT; BOUNDS CALL TO BPA EASEMENT HELD OVER DIMENSION.

SURVEYOR'S CERTIFICATE

I, DAVID P. BALJAN, A PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THE BINDING SITE PLAN AS SHOWN HEREON IS BASED ON AN ACTUAL SURVEY. THE BOUNDARIES AND CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID RECORD SURVEY IS THE ONLY SURVEY ON WHICH THIS MAP IS BASED. I HAVE BEEN ADVISED BY ALL THE PROPERTY OWNERS AND NEIGHBORS OF THE PROPERTY THAT THE MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY REGULATORY ACT AT THE REQUEST OF GAYLE STACK IN MARCH 2020.



DATE _____
DAVID P. BALJAN
CERTIFICATE #41028

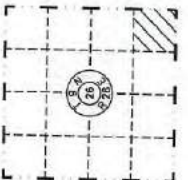
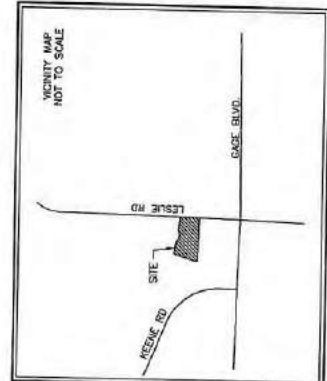
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20 ____ A.D. AT _____
MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF SURVEYS,
PAGE _____ AT THE REQUEST OF ROGERS SURVEYING.

BENTON COUNTY AUDITOR _____
AUDITOR'S FILE NUMBER _____
REV. _____

RSI
ROGERS SURVEYING INC., P.S.
1455 COLUBRA PARK TRAIL
RICHLAND, WA, 99352
PHONE: (509) 783-4141
FAX: (509) 783-9848
www.rogerssurveying.com

CLIENT	GAYLE STACK	JOB	09220
PROJECT	BINDING SITE PLAN		
PTN	SE 1/4, SEC 26, T9N, R28E, W.M.		
DRN. BY	BAG	SCALE	1"=40'
APPROVED	DPR	DATE	3/30/20
		F. B. NO.	NONE
		ACAD	YES - C319
		FILE	09220.DWG
		SHEET	1
		OF	2



Lot 2



LINE	DIRECTION	LENGTH
L1	S88°40'17"E	187.70
L2	S80°16'27"E	26.85
L3	S77°19'15"E	7.31

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	108.84	85.00	72°01'10"	S64°21'11"E	99.95
C2	53.68	85.00	36°10'57"	S46°25'03"E	52.79
C3	53.18	85.00	35°50'12"	S92°29'40"E	52.30
C4	12.39	28.00	28°23'30"	S74°28'22"E	12.26
C5	5.95	20.00	17°02'48"	S58°47'51"E	5.93



RECORD SURVEY

FOR BINDING SITE PLAN
 BEING LOT 3, SHORT PLAT 2770
 LOCATED IN THE SE 1/4 OF SECTION 28,
 TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
 CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

C.O.R. PLAT ADMINISTRATOR'S CERTIFICATE

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF
 RICHLAND, BENTON COUNTY, WASHINGTON.
 BSC 20-25/PLU 2020-XXXXX
 CITY OF RICHLAND FILE NUMBER

SIGNATURE _____

TITLE _____

DATE _____

IRRIGATION DISTRICT CERTIFICATE

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE
 BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS
 SHOWN ON THIS RECORD SURVEY ARE VALID AND THAT ALL LOTS SHOWN
 HEREON I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE NOT IRRIGATED
 WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE
 BEEN PAID THROUGH THE YEAR 20____ A.D.

KENNEWICK IRRIGATION DISTRICT _____ DATE _____

OWNER'S CERTIFICATE

I, GAYLE STACK, HEREBY CERTIFY THAT I AM THE OWNER OF THE TRACT OF LAND
 DESCRIBED HEREON THAT I HAVE CAUSED TO BE SURVEYED AND PLATED
 INTO LOTS AS SHOWN WITH MY CONSENT AND IN ACCORDANCE WITH THE
 EASEMENTS ON THIS RECORD SURVEY AND BINDING SITE PLAN ARE HEREBY
 GRANTED FOR THE USES SHOWN HEREON.

GAYLE STACK _____

ACKNOWLEDGMENT:

STATE OF WASHINGTON } S.S.
 COUNTY OF _____ }
 I, _____, COUNTY CLERK, DO HEREBY
 CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MARJORIE JAN ZUVEN,
 THE SIGNER OF THE FOREGOING INSTRUMENT, IS THE OWNER OF THE LAND DESCRIBED
 FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

TITLE: _____

MY APPOINTMENT EXPIRES: _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN
 PAID TO AND INCLUDING THE YEAR 2020.

1-2698-401-2770-003

TAX PARCEL NUMBER _____

BENTON COUNTY TREASURER _____

DATE _____

PUD DISTRICT CERTIFICATE

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED BY BENTON
 UTILITY DISTRICT NO. 1.

SIGNATURE _____

TITLE _____

DATE _____



DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20____ A.D., AT _____
 MINUTES PAST _____ M. AND RECORDED IN VOLUME _____ OF SURVEYS,
 PAGE _____, AT THE REQUEST OF ROGERS SURVEYING.

BENTON COUNTY AUDITOR _____ AUDITOR'S FILE NUMBER _____

ROGERS SURVEYING INC., P.S.
 1455 COLUMBIA PARK TRAIL
 RICHLAND, WA 99354
 PHONE (509) 783-4141
 FAX: (509) 783-8984
 www.rogerssurveying.com

CLIENT	GAYLE STACK	JOB	09220
PROJECT	BINDING SITE PLAN		
DRN BY	PTN SE 1/4, SEC 26, T9N, R28E, W.M.	F. B. NO.	NONE
APPROVED	DATE 3/20/20	ACAD. VER.	CAD18
	SCALE 1" = 40'	FILE:	09220.DWG
			SHEET 2 OF 2

**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

- 7. Payment of the real estate excise tax, if required.

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

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

- State portion: 1.10% on any portion of the sales price of \$500,000 or less;
- 1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;
- 2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;
- 3.00% on any portion of the sales price above \$3,000,000;

Local portion: .50% on the entire sales price.

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

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

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

- 8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

9. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Goodwill Industries of the Columbia Inc.

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

END OF REQUIREMENTS

NOTES

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

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

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

1769 Leslie Rd.
Richland, WA 99352

Note C: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Lot 3 Short Plat 2770

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

- Note D: Note: Examination of the Public Records discloses no judgments or other matters pending against the name of the vested owner.
- Note E: Note: Examination of the Public Records discloses no judgments or other matters pending against the name(s) of the proposed insured which would appear as exceptions in the policy.
- Note F: Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

END OF NOTES

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

GENERAL EXCEPTIONS

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

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



SCHEDULE B, PART II EXCEPTIONS

(continued)

SPECIAL EXCEPTIONS

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

Year:	2020
Tax Account No.:	12698412770003
Levy Code:	R3
Assessed Value-Land:	\$690,340.00
Assessed Value-Improvements:	\$895,580.00

General and Special Taxes:

Billed:	\$19,223.40
Paid:	\$0.00
Unpaid:	\$19,223.40

2. Drain Right of Way as disclosed in Irrigation District Deed from the Kennewick Irrigation District recorded March 8, 1955 under Auditor's File No. 397554.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	United States of America
Purpose:	Transmission Line Easement
Recording Date:	November 6, 1950
Recording No.:	262895

4. Reservation of a Utility Easement by the City of Richland as disclosed in Ordinance recorded August 3, 1981 under Auditor's File No. 846617.

5. Drain Right of Way as disclosed in Special Use Agreement between the United States of America and City of Richland recorded February 1, 1982 under Auditor's File No. 855875.

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Short Plat No. 2770:

Recording No: 2003-57882

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS
(continued)**

7. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



IRR DIST DEED 7/21/58
3/8/55; \$730.00; no rev; no ref to tax

Kennewick Irrigation District
to Martin F Tschauer & Marguerite, h&w
4811 W 7th Ave, Kennewick, Wash

547-553
397554

cy qc

That ptn of E $\frac{1}{2}$ SW SE & that ptn of SE SE lyg S of OWR&N Co r/w,
Sec 26-9-28, cont 39.1 ac m/l
Subj to existing esmts & esmts & reserv of rec; & gtor reserves a
r/w for cnls, etc heretofore constr or that may hereafter be const
by auth of the US or by auth of the gtor in conn with Kennewick
Division; & also r/w for rds heretofore or that may hereafter be
est to service District facilities

xen ok Hoppe, Kennewick

Resol attached, dtd 2/24/55; no pty desc given on resol

Fld by: SP
Mail to: SP

Trans Line Esmt Nov 6, 1950 9:11
Oct 31, 1950 \$350 \$.55
Kennewick Irrigation District, a corp
to United States of America

262895

51270

Form 52: Tract No. RK-8: That ~~th~~ ptn of N $\frac{1}{2}$ SE and SE SE of 26-9-28 exc thfr the O-W Rr & N Co's r/w, wch lies win a strip of ld 100 ft in width, bdaries of sd strip ly 50 ft dist fr, on ea side of, & plt survey ln of Richland-Kennewick transmissn ln as now loc & staked on ground over, across, upon &/or adjacent to abv desc pty, sd survey ln being daf:

Beg at survey stn 161 plus 15.5 a pt on W ln of sec 26-9-28 sd pt being S 1 $^{\circ}$ 21'00" W a dist of 172.1 ft fr NW cor of sd sec 26; th S 48 $^{\circ}$ 47'00" E a dist of 7004.5 ft to survey stn 231 plus 20.0, a pt on E ln of sd sec 26, sd pt being N 0 $^{\circ}$ 54'10" W a dist of 609.7 ft fr SE cor of sd sec 26.

Tract No. RK-17: That ptn of S 400 ft of E $\frac{1}{2}$ NE NW and S 200 ft of W 200 ft of NW NE of 9-8-29, wch lies within a strip of ld 100 ft in width, bdaries of sd strip ly 50 ft dist fr, on ea side of, & plt survey ln of Richland-Kennewick transmission ln as now loc & staked on ground over, across, upon &/or adjacent to abv desc pty, sd survey ln being daf:

Beg at survey stn 428 plus 70.9, a pt on W ln of 9-8-29, sd pt being S 0 $^{\circ}$ 55'30" E a dist of 176.9 ft fr NW cor of sd sec 9; th S \times 68 $^{\circ}$ 46'40" E a dist of 5714.5 ft to survey stn 485 plus 85.4 a pt on E ln of sd sec 9, sd pt being S 0 $^{\circ}$ 42'30" E a dist of 2493.6 ft fr NE cor of sd sec 9.

Tract No. RK-20: That ptn of N $\frac{1}{2}$ SE and SE SE of sec 10, and W $\frac{1}{2}$ SW of sec 11, all in 8-29, exc fr sd W $\frac{1}{2}$ SW of sec 11 a tt of ld da: bae NE cor of W $\frac{1}{2}$ SW of 11-8-29, th S 0 $^{\circ}$ 28' W 1339.4 ft to a pt on N r/w ln of KID cnl; th N 56 $^{\circ}$ 42' W 307.6 ft alg sd r/w ln to a pt where p/ln joins the cnl; th N 45 $^{\circ}$ 53' W 422.4 ft alg r/w ~~mk~~ ln of sd p/ln th N 31 $^{\circ}$ 57' E 160.0 ft; th N 58 $^{\circ}$ 42' E 115.4 ft; th N 27 $^{\circ}$ 0' E 196.1 ft; th N 6 $^{\circ}$ 36' E 258.2 ft; th N 47 $^{\circ}$ 09' W 159.8 ft; th N 20 $^{\circ}$ 21' E 152.6 ft to N ln of sd subdiv; th N 89 $^{\circ}$ 28' E 334.1 ft to pob, wch lies win a strip ~~mk~~ of ld 100 ft in width, the bdaries of sd strip ly 50 ft dist fr, on ea side of, & plt survey ln of Richland-Kenn transmission ln as now loc & staked on ground over, across, upon &/or

1

262895 continued

adjacent to abv desc pty, sd survey ln being daf:
Beg at survey stn 485 plus 85.4, a pt on W ln of sec 10-8-29, sd pt being S 0 $^{\circ}$ 42'30" E a dist of 2493.6 ft fr NW cor of sd sec 10; th S 68 $^{\circ}$ 46'40" E a dist of 4985.3 ft to survey stn 535 plus 70.7; th N 86 $^{\circ}$ 58'40" E a dist of 3460.7 ft to survey stn 570 plus 31.4 a pt on N-S ~~xxx~~ sec ln of sec 11-8-29, sd pt being N 0 $^{\circ}$ 40'20" W a dist of 1443.3 ft fr $\frac{1}{2}$ sec cor on S ln of sd sec 11.

Tract No. RK-29: That ptn of N 150 ft of SW NE SW of 12-8-29, exc W 210 ft thof, wch lies win a strip of ld 100 ft in width, bdaries of sd strip ly 50 ft dist fr, on ea side of, & plt survey ln of Richland-Kennewick transmission ln as now loc & staked on ground over, across, upon &/or adjacent to above desc pty, sd survey ln being daf:

Beg at survey stn 597 plus 59.7, a pt on W ln of 12-8-29, sd pt being S 0 $^{\circ}$ 48'40" E a dist of 877.4 ft fr $\frac{1}{2}$ sec cor on W ln of sd sec 12; th N 65 $^{\circ}$ 37'30" E a dist of 138.2 ft to survey stn 598 plus 97.9; th N ~~xx~~ 85 $^{\circ}$ 20'40" E a dist of 4620.7 ft to survey stn 645 plus 18.6 bk equal survey stn 28 plus 71.6 Ah; th N 0 $^{\circ}$ 39'00" W a dist of 397.0 ft to survey stn 24 plus 74.6, a pt on E-W $\frac{1}{2}$ sec ln of sd sec 12, sd pt being N \times 89 $^{\circ}$ 26' W a dist of 536.5 ft fr $\frac{1}{2}$ sec cor on E ln of sd sec 12.

Tract No. RK-20B: Also the rgt in perpetuity to const, maintain, improve, & repair anchors with guys extending in a Sly direction fr angle structure at survey stn 535 plus 70.7 in SE SE of 10-8-29, sd anchors to extend not more than 15 ft dist Sly fr Sly bdry ln of r/w for Richland-Kennewick transmission ln;

Kennewick Irrigation District

SI
by Frank Lampson, Pres E J Brand, Sec
BCW Oct 31, 1950 Frank Lampson & E J Brand, Pres & Sec of corp bef
Gertrude McGregor NP SI May 15, 1954.
FI BCATC MI BPA Portland

SM Nov 6, 1950 11:00
Oct 25, 1950
The Prudential Insurance Company of America
to Arbor Homes, Inc.

262896

Mtg to Carroll, Hillman and Hedlund, Inc. on July 13, 1948, rkd in 55/217, assigned to fp Mar 25, 1949 No. 58/247, has bn pd & sat & rel.

The ~~EM~~ Prudential Insurance Company of America
SI
by F E Rathgeber, VP C C Coleman, Asst Sec
Los Angeles Co Calif Oct 25, 1950 F E ~~Rathgeber~~ Rathgeber & C C Coleman
VP & Asst Sec of corp bef Carol G Herbert NP SI Mar 6, 1953
FI F-B T MI Vern Oja, Seattle

#220489

Lat 38, Blk 3, Amended by
Blks 1-23 &
4. R.

816617

FILED BY CITY OF RICHLAND

Aug 3 10 25 AM '81

INDEXED BY [Signature]

CHECKED BY _____

APPROVED TRUE COPY
[Signature]
CITY CLERK

VERNER H. [unclear] DEPUTY
RECORDS & INVENTORY **412** ORDINANCE NO. 39-81

IN ORDINANCE of the City of Richland
vacating a portion of Keene Road between
Gage Road and Leslie Road.

WHEREAS, The owners of more than two-thirds of the property abutting upon Keene Road between Gage Road and Leslie Road have petitioned for vacation of a portion of said Keene Road; and

WHEREAS, at the hearing on said petition on the 6th day of July, 1981, the City Council determined that said petition should be granted subject to the retention of easements for the construction, reconstruction, repair and maintenance of public utilities and services now installed and to be installed therein; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF RICHLAND:

Section 1. That portion of Keene Road between Gage Road and Leslie Road and described as follows:

That portion of old Keene Road located in the Southeast quarter of Section 26, Township 9 North, Range 28 East, N.M., Benton County, Washington, being more particularly described as follows:

Commencing at the Southeast corner of said Section 26; Thence N00°02'45"E, along the East line of said Section 26 and along the centerline of new Leslie Blvd., for 40.17 feet; Thence N89°57'15"W for 40.00 feet to the intersection of the Northerly margin of Gage Blvd. right of way and the Westerly margin of new Leslie Blvd. right of way and the true point of beginning; Thence N89°42'57"W along said Northerly margin, a distance of 3.68 feet to a point on a curve to the left, the radius point of which bears S83°54'29"W a distance of 676.65 feet; Thence Northeasterly along said curve, through a central angle of 68°27'08", an arc distance of 808.41 feet; Thence N74°32'39"W a distance of 571.23 feet to a point on the Northeasterly right of way margin of new Keene Road, said point being on a curve to the left, the radius point of which bears S42°51'09"W a distance of 790.00 feet; Thence Northeasterly along said right of way margin on a curve to the left, through a central angle of

CITY OF RICHLAND

00°23'34", an arc distance of 5.42 feet; Thence N16°28'58"E a distance of 77.54 feet; Thence S74°32'39"E a distance of 574.66 feet to the point of curvature of a curve to the right; Thence Southeasterly along said curve having a radius of 756.65 feet, through a central angle of 48°00'18", an arc distance of 633.96 feet to a point on the West right of way margin of new Leslie Blvd.; Thence S00°02'45"W along said right of way margin a distance of 266.29 feet to the true point of beginning.

is hereby vacated, reserving to the City of Richland a perpetual easement in, on, over and under the above described property for the construction, reconstruction, repair and maintenance of public utilities and services now installed or to be installed therein, including without limitation and reserving also the following:

Utility Easement - Water and Electrical

An easement for construction, maintenance and operation of utilities over, under and across a strip of land 20 feet in width, 10 feet of such width on each side of the following described centerline located in the Southeast quarter of Section 26, Township 9 North, Range 28 East, W.M., Benton County, Washington, being more particularly described as follows:

Commencing at the Southeast corner of said Section 26; Thence N89°57'15"W a distance of 40.00 feet to a point on the West right of way margin of new Leslie Blvd.; Thence N00°02'45"E along said right of way margin a distance of 283.48 feet to a point on a curve to the left, the radius point of which bears S65°02'16"W a distance of 746.65 feet, said point being the true point of beginning; Thence Northwesterly along said curve, through a central angle of 18°38'43", an arc distance of 242.98 feet to a point hereinafter referred to as Point "A"; Thence continuing Northwesterly along said curve, through a central angle of 30°56'13", an arc distance of 403.16 feet; Thence N74°32'39"W a distance of 604.84 feet to a point and the terminus of said centerline.

EXCEPT any portion lying within old Leslie Road right of way.

The exterior boundaries of said easement being either lengthened or shortened accordingly to intersect the exterior boundaries of the preceding courses and the terminal boundary.

TOGETHER WITH an easement for construction, maintenance and operation of utilities over, under and across a strip of land 10 feet in width, 5 feet of such width on each side of the following described centerline:

Commencing at hereinbefore described Point "A", said point being the true point of beginning; Thence S89°10'10"E a distance of 136.44 feet to a point on the West right of way margin of new Leslie Blvd. and the terminus of said centerline.

The exterior boundaries of said easement being either lengthened or shortened accordingly to intersect the exterior boundaries of the preceding courses and the terminal boundary.

Utility Easement - Telephone & P.U.D.

An easement for construction, maintenance and operation of utilities over, under and across a strip of land of variable width located in the Southeast quarter of Section 26, Township 9 North, Range 28 East, W.M., Benton County, Washington, being more particularly described as follows:

Commencing at the Southeast corner of said Section 26; Thence N89°57'15"W a distance of 40.00 feet to a point on the West right of way margin of new Leslie Blvd.; Thence N00°02'45"E along said right of way margin a distance of 390.81 feet to a point, said point being the true point of beginning of an easement 10 feet in width, 5 feet of such width on each side of the following described centerline; Thence S33°47'53"W a distance of 62.36 feet; Thence S60°00'53"W a distance of 57.41 feet to a point where said easement becomes 25 feet in width, 12.5 feet of such width on each side of centerline, said point being on a curve to the left, the radius point of which bears S60°00'53"W a distance of 494.15 feet; Thence Northwestwardly along said curve, through a central angle of 36°52'01", and arc distance of 440.22 feet to a point hereinafter referred to as Point "A"; Thence continuing Northwestwardly along said curve, through a central angle of 07°41'32", an arc distance of 91.85 feet; Thence N74°32'39"W a distance of 605.97 feet to a point and the terminus of said centerline.

EXCEPT any portion lying within old Leslie Road right of way.

AND EXCEPT any portion lying within new Keene Road right of way.

The exterior boundaries of said easement being either lengthened or shortened accordingly to intersect the exterior boundaries of the preceding courses and the terminal boundary.

TOGETHER WITH an easement for construction, maintenance and operation of utilities over, under and across a strip of land 10 feet in width, 5 feet of such width on each side of the following described centerline:

Commencing at hereinbefore described Point "A", said point being the true point of beginning; Thence S74°34'03"E a distance of 423.39 feet to a point on the West right of way margin of new Leslie Blvd. and the terminus of said centerline.

The exterior boundaries of said easement being either lengthened or shortened accordingly to intersect the exterior boundaries of the preceding courses and the terminal boundary.

Section 2. 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 Richmond at a regular meeting on the 20th day of July 1981.

/s/ Thomas M. Louster
THOMAS M. LOUSTER
Mayor

FORM APPROVED:

/s/ James M. Taylor
JAMES M. TAYLOR
City Attorney

C/A 6/30/81

City of Richland

Y-1

855875

Contract No. 2-07-10-L0516

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE

FILED BY
FEB 1 8 44 AM '82
VERNER HILLER, AUDITOR
DEPUTY
RECORDED IN VOL. 419

YAKIMA, WASHINGTON

SPECIAL USE AGREEMENT

THIS AGREEMENT, made this 12 day of January, 1982, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between the UNITED STATES OF AMERICA, hereinafter called the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and the CITY OF RICHLAND, WASHINGTON, a body politic, hereinafter called the Grantee.

WITNESSETH, THAT:

2. WHEREAS, in connection with the Yakima Project, Washington, hereinafter referred to as the Project, the United States, through the Water and Power Resources Service (formerly the Bureau of Reclamation), Department of the Interior, has, pursuant to Federal Reclamation Laws, constructed and owns certain power, communication and irrigation works, hereinafter called Project facilities; and

3. WHEREAS, the Project facilities are being operated and maintained under a repayment contract between the United States and the Kennewick Irrigation District of the Yakima Project, hereinafter called the District; and

4. WHEREAS, the Grantee desires to discharge storm drain waters into the project facilities known as the Leslie Drain, and Leslie Drain No. 2 at several locations and construct, operate and maintain any storm drain outfall structures as needed.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto agree as follows:

5. The United States hereby grants to the Grantee, subject to the terms and conditions of this agreement, the right to construct, operate and maintain structures to discharge storm drain waters into the Leslie Drain which is located in Sections 22, 25, 26 and 27, and Leslie Drain No. 2 located in Section 21, as shown on Exhibit A, all in T.9N., R.28E., Willamette Meridian, Washington, and storm drain outfall structures shall be constructed in accordance with the approved specifications as shown on Exhibit B and the right to utilize said drains to carry storm drain water. Said Exhibits A and B are attached hereto and by this reference are made a part hereof.

6. Prior to actual construction or repair, the Grantee shall notify the Contracting Officer so that he or his representative can inspect the work.

ST. P. M. 1982

7. The Grantee shall be responsible for any additional maintenance of the Leslie Drain and Leslie Drain No. 2 arising from the Grantee's use of these drains for storm drain waters.

8. Any storm drain outfall structures shall be constructed, operated, and maintained by the Grantee without cost to the United States or the District or to their assigns and in such a manner as to cause no interference or stoppage of the flow of water in canals, laterals, ditches, or other irrigation facilities or interference with the normal operation of works of the United States. All construction, reconstruction and maintenance work performed by the Grantee within the right-of-way of the United States shall be undertaken only at time, according to plans, and in a manner satisfactory to the Contracting Officer. All backfill placed by the Grantee in the drains or other waterway embankments shall be placed and compacted to the satisfaction of the Contracting Officer. The drain and appurtenant Project facilities shall be restored by the Grantee to a condition at least as good as before the Grantee's work was performed.

9. The Grantee shall construct, operate and maintain its storm drain outfall structures and appurtenances in a good workmanlike manner and shall comply fully with all applicable Federal, State and County laws, orders and regulations, as administered by appropriate authorities, including those pertaining to the pollution of land and waters with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants. The failure of the Grantee after due notice to abide by any of the terms and conditions of any applicable laws, rules or regulations shall cause this agreement to be subject to immediate termination at the option of the Contracting Officer.

10. The Grantee shall be responsible for both the quality and quantity of runoff discharge leaving its storm drain outfall structures and entering the Leslie Drains. The Grantee shall take immediate action to correct any deficiencies in its storm drain system which results in the discharge from the outfall structures which fails to meet appropriate health and pollution standards.

11. This agreement is granted subject to all rights previously acquired by third parties.

12. Any privilege granted by this agreement is not an exclusive right, nor would it prohibit the United States from granting other permits or use rights of like or other nature over, under or across the premises described.

13. The United States has only an easement right for the drains covered by this agreement; therefore, the Grantee shall obtain any further clearance it may require from the parties owning the underlying fee to the land on which the drains are located.

14. The Grantee agrees as follows:

a. There is reserved to the United States and the District and their successors and assigns, the prior right to use any of the right-of-way herein described to construct, operate and maintain all structures and facilities, including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or the District or their successors and assigns for such right.

b. That if the construction of any or all of such structures and facilities across, over or upon said right-of-way should be made more expensive by reason of the existence of improvements or works of the Grantee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon the Grantee for payment of any such sums, the Grantee will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over and upon said lands. As an alternative to payment, the Grantee, at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said right-of-way to accommodate the aforementioned structures and facilities of the United States. The Grantee shall bear the cost to the Government of any costs occasioned by the failure of the Grantee to remove or adapt its facilities within the time limits specified.

c. There is also reserved to the United States and the District and the right of their officers, agents, employees, licensees and permittees, and the District, at all proper times and places freely to have ingress to, passage over and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.

d. That the United States and the District and their officers, agents and employees, and their successors and assigns shall not be held liable for any damage to the Grantee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States or the District contained in this agreement.

15. The Grantee hereby agrees to indemnify and hold harmless the United States and the District and their agents and employees, from any loss or damage and from any liability on account of personal injury, death or property damage, or claims for personal injury, death or property damage of any nature whatsoever and by whomsoever made arising out of the Grantee's activities under this agreement.

16. If the Grantee engages a contractor to perform the work to be accomplished pursuant to the privileges herein granted the Grantee shall notify the Contracting Officer of the Contractor's name, address and telephone number. The Grantee shall be responsible to the United States and the District for the contractor's work.

17. Upon termination of this agreement for any reason, the Grantee shall at the option of the Contracting Officer remove all structures and facilities placed upon the premises by the Grantee and shall restore the premises occupied by such structures and facilities to a condition satisfactory to the Contracting Officer. If the Grantee fails to remove its structures and facilities within sixty (60) days after the termination of the agreement, provided such request has been made by the Contracting Officer, such structures and facilities, at the option of the Contracting Officer, shall become the property of the United States.

18. The provisions of this agreement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this agreement or any part or interest therein shall be valid until approved by the Contracting Officer.

19. This agreement shall terminate:

a. At the option of the Contracting Officer if the Grantee fails to comply with any of the terms and conditions thereof.

b. At the option of the Contracting Officer upon discontinuance by the Grantee of the use of the area covered by this agreement for a period of six (6) consecutive months.

c. At the request of the Grantee by giving written notice to the Contracting Officer

20. The Grantee hereby agrees as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964, (78 Stat. 241) which provides that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of or be subject to discrimination under any program or activity receiving Federal financial assistance", and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest or any other participants receiving Federal financial assistance hereunder, to comply with the requirements to this provision.

21. No member of or Delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE UNITED STATES OF AMERICA

BY John W. Kays, Jr.
Regional Director, PN Region
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CITY OF RICHLAND
Benton County, State of Washington

BY Neal J. Shulman
NEAL J. SHULMAN
City Manager

Approved as to form:
James M. Taylor
JAMES M. TAYLOR
CITY ATTORNEY

(SEAL)
Attest:
Paul Smith

This special use agreement has been considered and is hereby approved by the Kennewick Irrigation District, this 8th day of October, 1981.



KENNEWICK IRRIGATION DISTRICTION

BY Carl C. Peterson
TITLE President

Kennewick Irrigation District
Board of Directors

Paul Chaso
Secretary

STATE OF WASHINGTON)
) SS
County of Benton)

On this 18 day of August, 1981, personally appeared before me Neil S. Shurman and Lillian Smith, to me known to be the officials of the City of Richland, Benton County, Washington, who executed the within and foregoing instrument and acknowledged that they signed the same as the free and voluntary act and deed of said City of Richland, for the uses and purposes herein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.



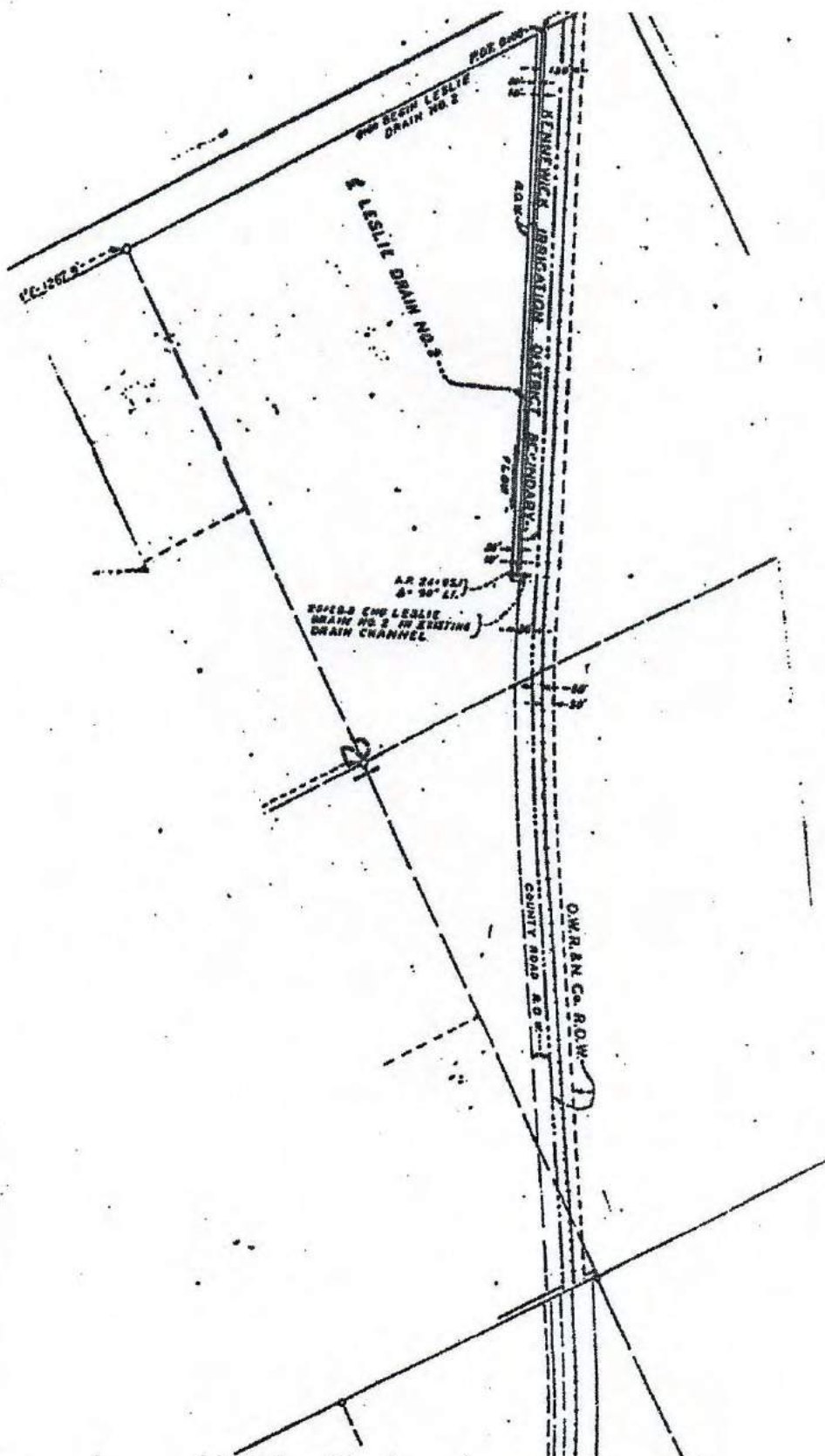
Marilyn A. Cote
Notary Public in and for the State of
Washington, residing at Lanuseville
My commission expires: 9/24/84

On this 12th day of January, 1982, personally appeared before me John W. Keys III, to me known to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

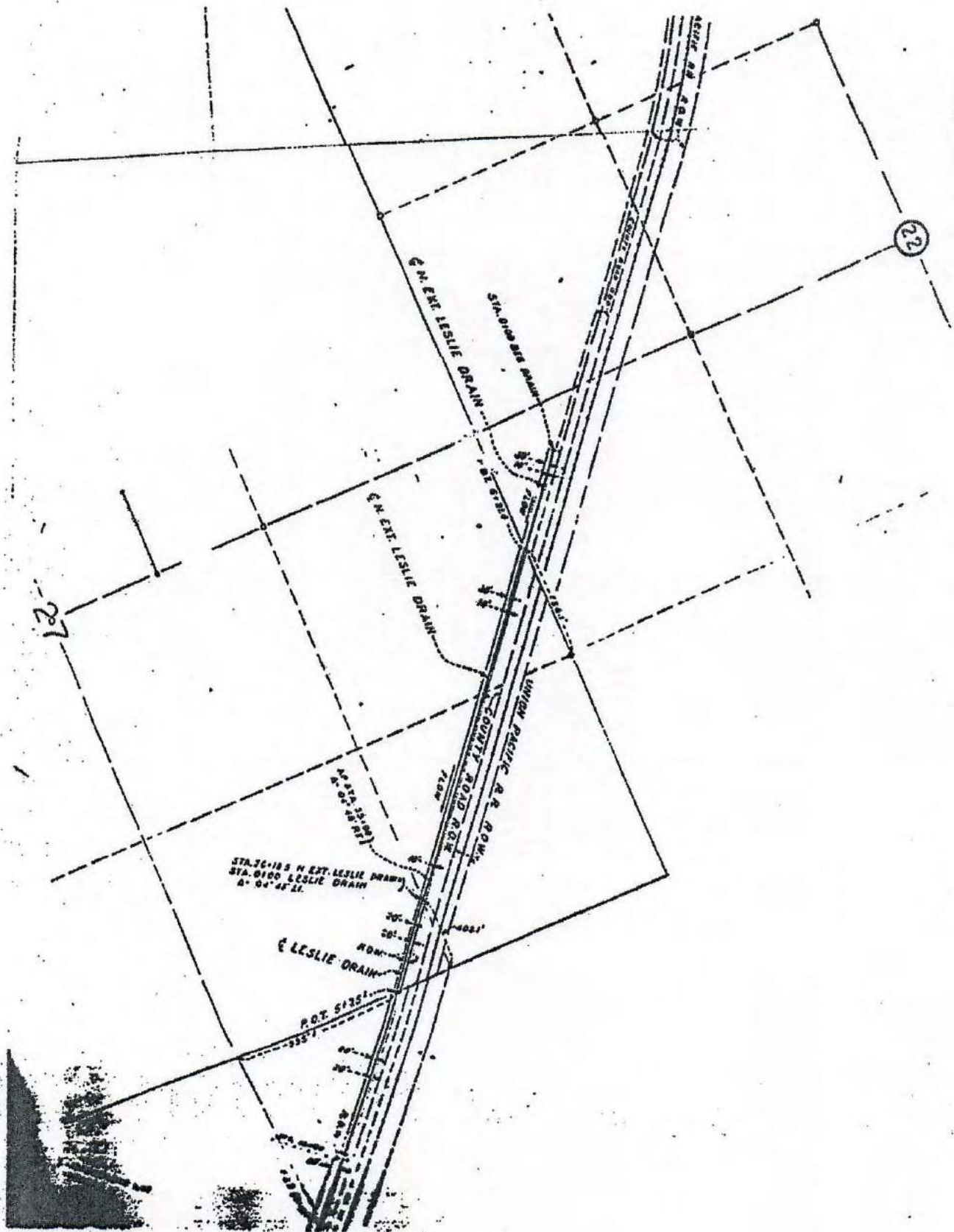
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

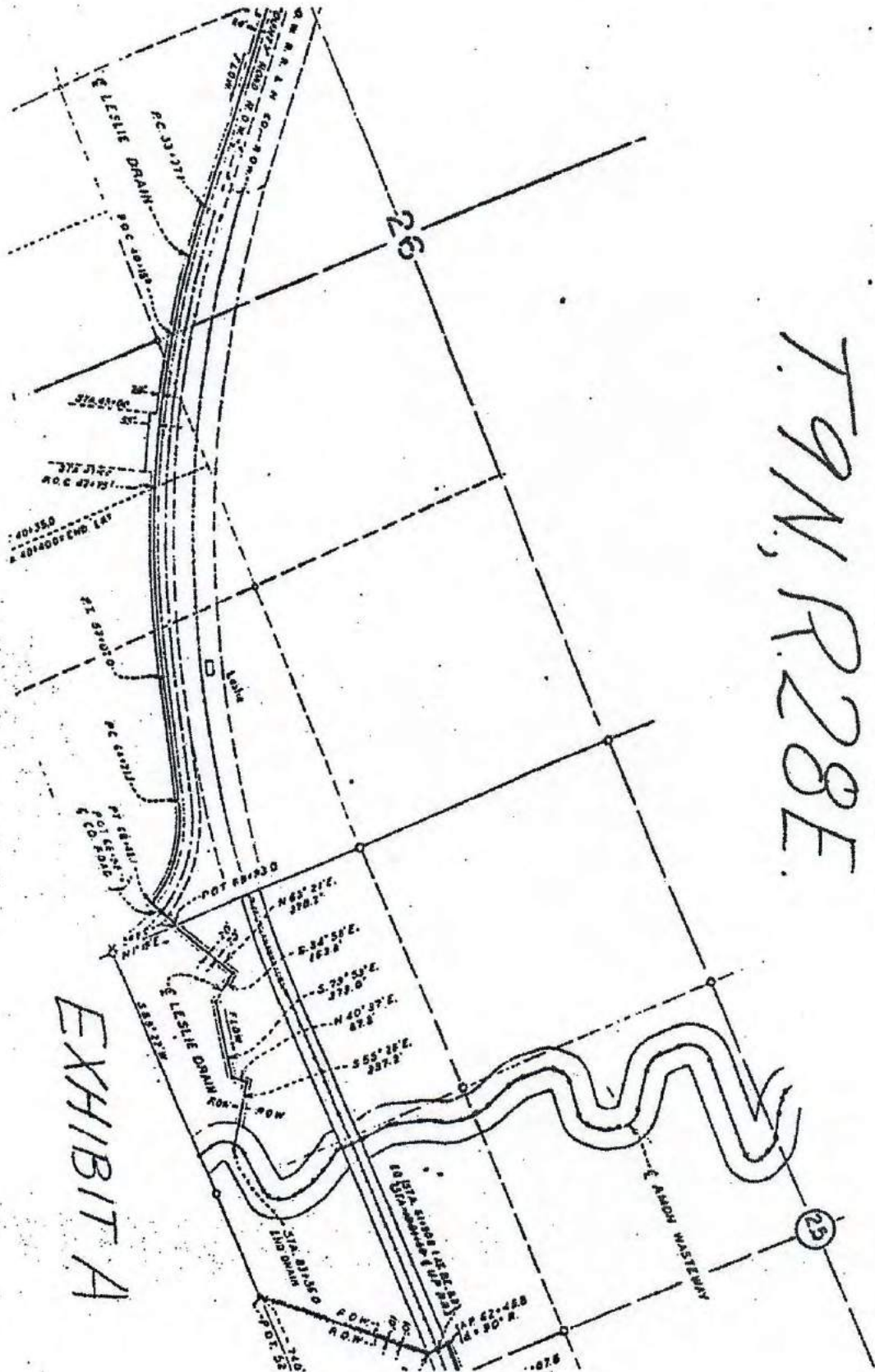


Gary E. Cullen
Notary Public in and for the State of
Idaho, residing at Boise
My commission expires: 5-5-83



111

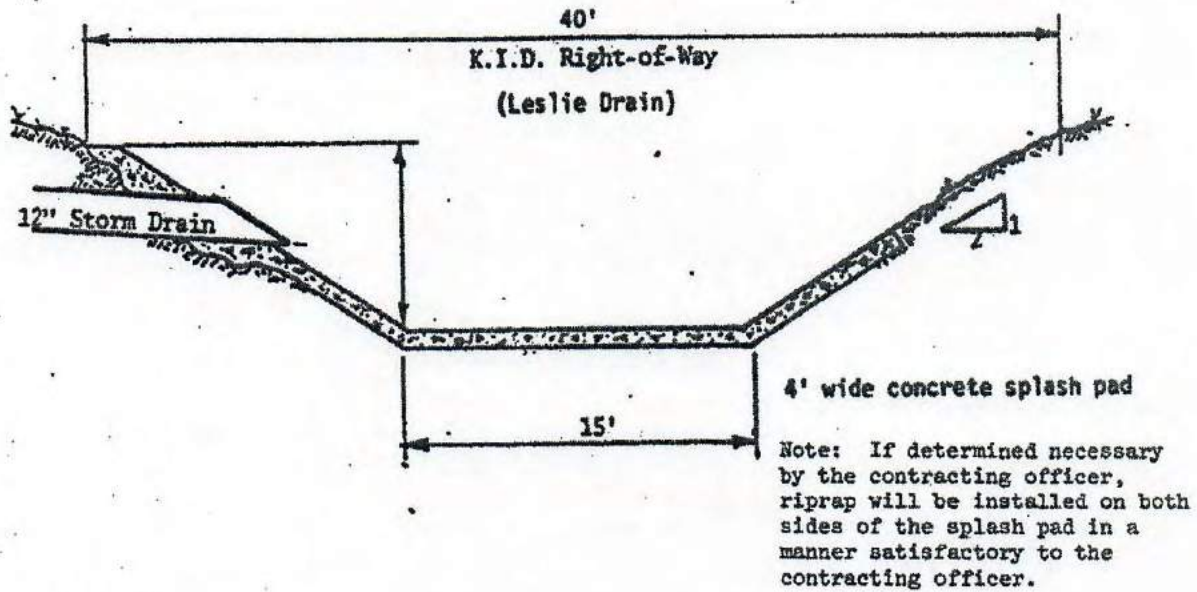




T9N, R28E.

EXHIBIT A

OPEN TRENCH SYSTEM



CLOSED CONDUIT SYSTEM

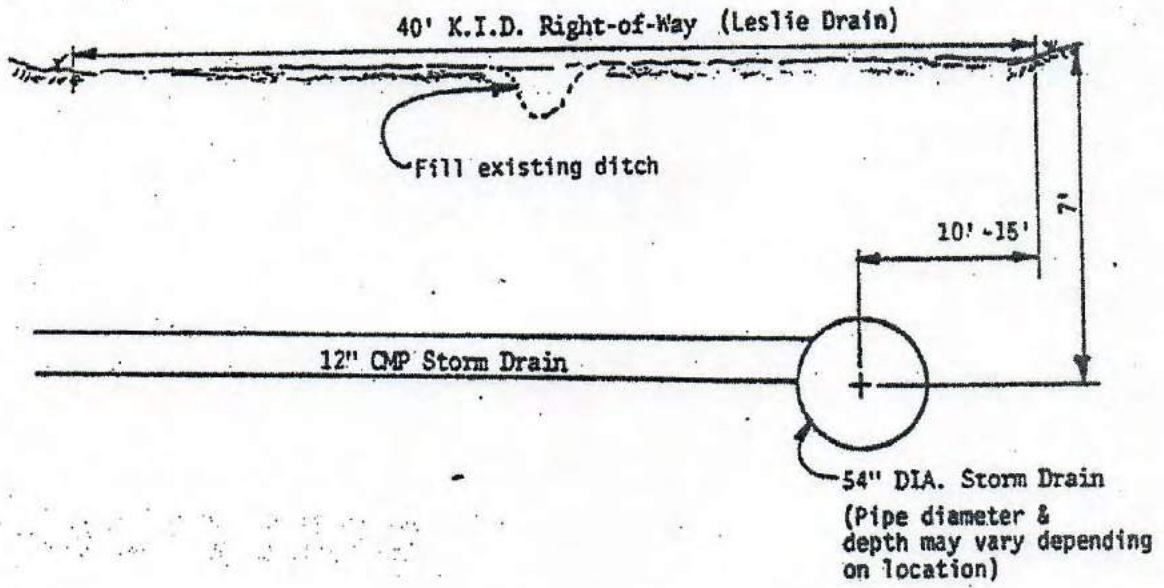


EXHIBIT B

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



(continued)

- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)



RECORDING REQUIREMENTS

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

First page or cover sheet:

3" top margin containing nothing except the return address.

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

Title(s) of documents.

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

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

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

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

Assessor's tax parcel number(s).

Return address (in top 3" margin).

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

Additional Pages:

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

All Pages:

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



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2020

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

Security of Your Information

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

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

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

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

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

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

VARIANCE REPORT

Issued by

CHICAGO TITLE INSURANCE

6416 W Okanogan Ave.
Kennewick, WA 99336
Phone# (509)783-7833
Fax# (509)735-6297

To: Mary Williams

Attention: Mary Williams

Request Received: October 27th, 2020

Dated: October 29th, 2020

The Following are the owners within a 600 foot radius of the following described property:

Lot 3, Short Plat No. 2770, according to the Short Plat thereof recorded under Auditor's File No. 2003-057882, records of Benton County, Washington

Owners: Goodwill Industries of the Columbia, Inc., a Washington Corporation

Tax Parcel No.: 126984012770003

SURROUNDING PROPERTIES:

See attached

CITY OF RICHLAND
UNKNOWN
RICHLAND WA 99352

CITIES TRI
1770 LESLIE RD
RICHLAND WA 99352

KADLEC MEDICAL CENTER
550 GAGE BLVD
RICHLAND WA 99352

JOHN TILLEY
50 TIMMERMAN DR
RICHLAND WA 99352

LEONARD PEASE JR
56 TIMMERMAN DR
RICHLAND WA 99352

SEAN STAVE
62 TIMMERMAN DR
RICHLAND WA 99352

WALLACE ASCENCIO
53 BREMMER ST
RICHLAND WA 99352

DAVID HUSTED
57 BREMMER ST
RICHLAND WA 99352

STEVEN BERRY
61 BREMMER ST
RICHLAND WA 99352

WESLEY BECKER
65 BREMMER ST
WA 99352

RADELL YOUNG
69 BREMMER ST
RICHLAND WA 99352

THEODORE KRISHISKY
73 BREMMER ST
RICHLAND WA 99352

RODOLFO RUELAS
77 BREMMER ST
RICHLAND WA 99352

KARLA L HERNANDEZ-MEJIA
81 BREMMER ST
RICHLAND WA 99352

ROBERT RITTENBERG
85 BREMMER ST
RICHLAND WA 99352

BRADLEY JAGGI
89 BREMMER ST
RICHLAND WA 99352

JONATHAN PIAZZA
101 BREMMER ST
RICHLAND WA 99352

DOUG NORDWALL
105 BREMMER ST
RICHLAND WA 99352

OSCAR AVILA
109 BREMMER ST
RICHLAND WA 99352

JOSE AGUILAR
54 BREMMER ST
RICHLAND WA 99352

KEVIN FISCHER
58 BREMMER ST
RICHLAND WA 99352

LISA CHOI
62 BREMMER ST
RICHLAND WA 99352

SIXTO SIGNORELLI
68 BREMMER ST
RICHLAND WA 99352

MAURICE LESPERANCE
86 BREMMER ST
RICHLAND WA 99352

PEYMAN YOUNESI
90 BREMMER ST
RICHLAND WA 99352

LONNIE MEADOWS JR
102 BREMMER ST
RICHLAND WA 99352

JACK KALIA
106 BREMMER ST
RICHLAND WA 99352

STEVEN WIDERGREN
101 TIMMERMAN DR
WA 99352

JEAN MURROW
69 TIMMERMAN DR
RICHLAND WA 99352

MATTHEW SMITH
65 TIMMERMAN DR
RICHLAND WA 99352

CIRCLE K STORES INC
590 GAGE BLVD
RICHLAND WA 99352

VERIZON NORTHWEST INC
UNDETERMINED
WA 99352

KEENE PLAZA LLC
103 KEENE RD
RICHLAND WA 99352

CF ALBERT PROPCO III LLC
690 GAGE BLVD
RICHLAND WA 99352

OC PROPERTIES LLC
696 GAGE BLVD
RICHLAND WA 99352

JONATHAN CRAWFORD
600 GAGE BLVD
RICHLAND WA 99352

TIBI LLC
1815 LESLIE RD
RICHLAND WA 99352

TESORO REFINING AND
MARKETING COMPANY
1811 LESLIE RD
RICHLAND WA 99352

THREE GIRLS LLC
138 KEENE RD
RICHLAND WA 99352

LAMBERT PROPERTIES LLC
120 KEENE RD
RICHLAND WA 99352

KEVIN SELBY
1596 SAGEWOOD ST
RICHLAND WA 99352

JESUS MARCELO
114 W MESA DR
RICHLAND WA 99352

JOSEPH KNOPIK
108 W MESA DR
WA 99352

KAY BOWLES
102 W MESA DR
WA 99352

MARSHALL RICHMOND
1622 SUNTERRA CT
RICHLAND WA 99352

ALISON GJEFLE
1616 SUNTERRA CT
RICHLAND WA 99352

SCOTT BOYNTON
1610 SUNTERRA CT
RICHLAND WA 99352

ROBERT EVANS
1609 SAGEWOOD ST
RICHLAND WA 99352

MICHAEL HARTWIG
1615 SAGEWOOD ST
RICHLAND WA 99352

BASIR HAQUE
1622 SAGEWOOD ST
RICHLAND WA 99352

MOSTAFA TAHA
1616 SAGEWOOD ST
RICHLAND WA 99352

RAYMOND HAGEN
111 W MESA DR
WA 99352

JOSEPH SAMUELS
107 W MESA DR
WA 99352

BENJAMIN PE
1613 MESQUITE CT
RICHLAND WA 99352

DENNIS HUMPHREYS
1619 MESQUITE CT
RICHLAND WA 99352

ROBERTA BAILEY
1623 MESQUITE CT
RICHLAND WA 99352

ROSANNA S JOHNSON
1628 MESQUITE CT
RICHLAND WA 99352

NICOLE HASKINS
1614 MESQUITE CT
RICHLAND WA 99352

RYAN TOLAR
1608 MESQUITE CT
RICHLAND WA 99352

ROBERT BIRD
118 W MESA DR
RICHLAND WA 99352

C MATYLINSKI
1641 SAGEWOOD ST
RICHLAND WA 99352

DELORES MARIOTTI
1640 SAGEWOOD ST
RICHLAND WA 99352

CHARLES BONHAM
1636 SAGEWOOD ST
RICHLAND WA 99352

PATRICK CLAPPER
1632 SAGEWOOD ST
RICHLAND WA 99352

CHRISTA E POWELL
1624 SAGEWOOD ST
RICHLAND WA 99352

SAGEWOOD MEADOWS
HOMEOWNERS
UNDETERMINED
WA 99352

WALGREEN CO
585 GAGE BLVD
RICHLAND WA 99352

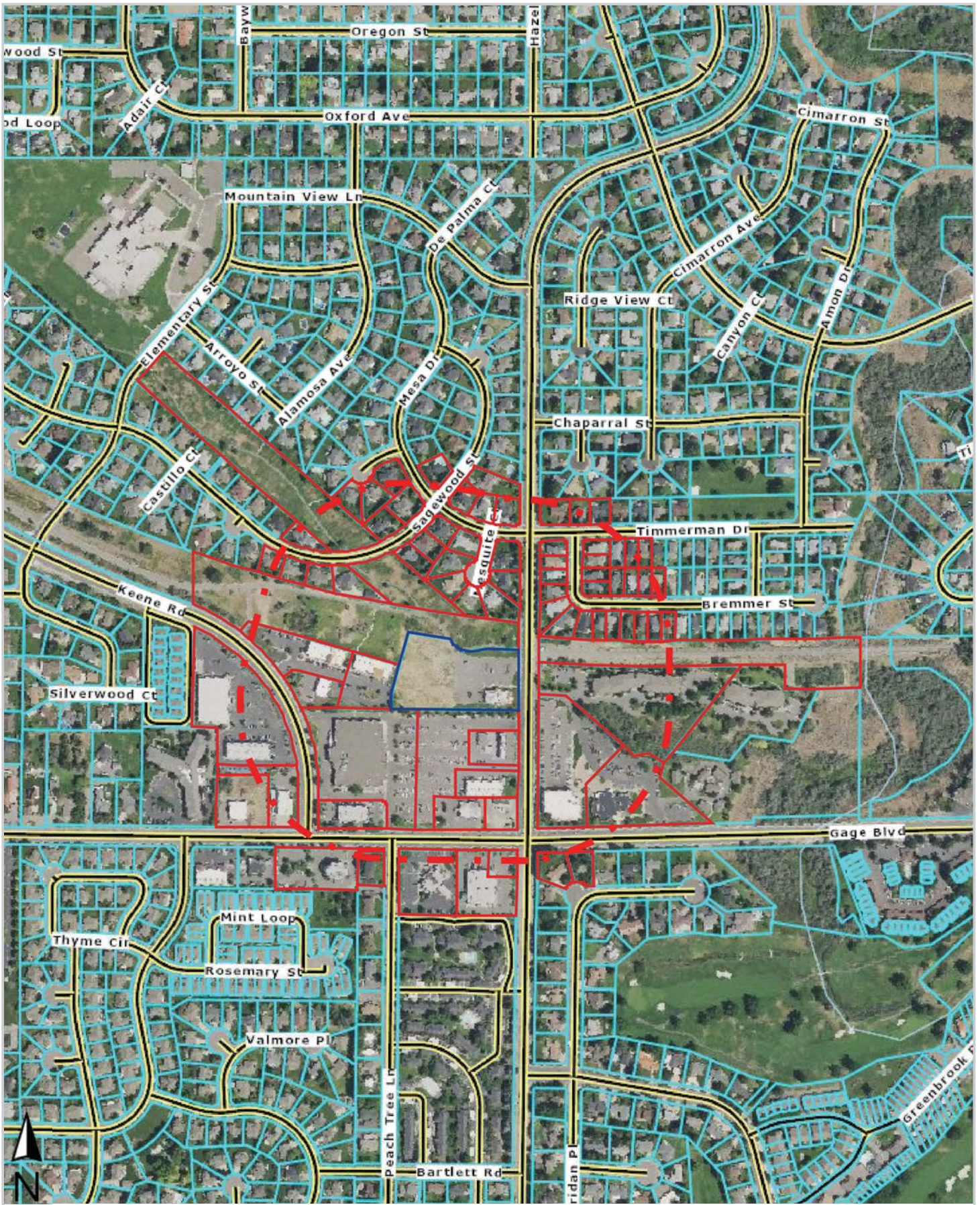
HAPO COMMUNITY CREDIT UNION
UNDETERMINED
WA 99352

LOS TRUST AMIGOS LLC
705 GAGE BLVD
RICHLAND WA 99352

BRYAN WILLIAMSON
1803 PEACHTREE LN
WA 99352

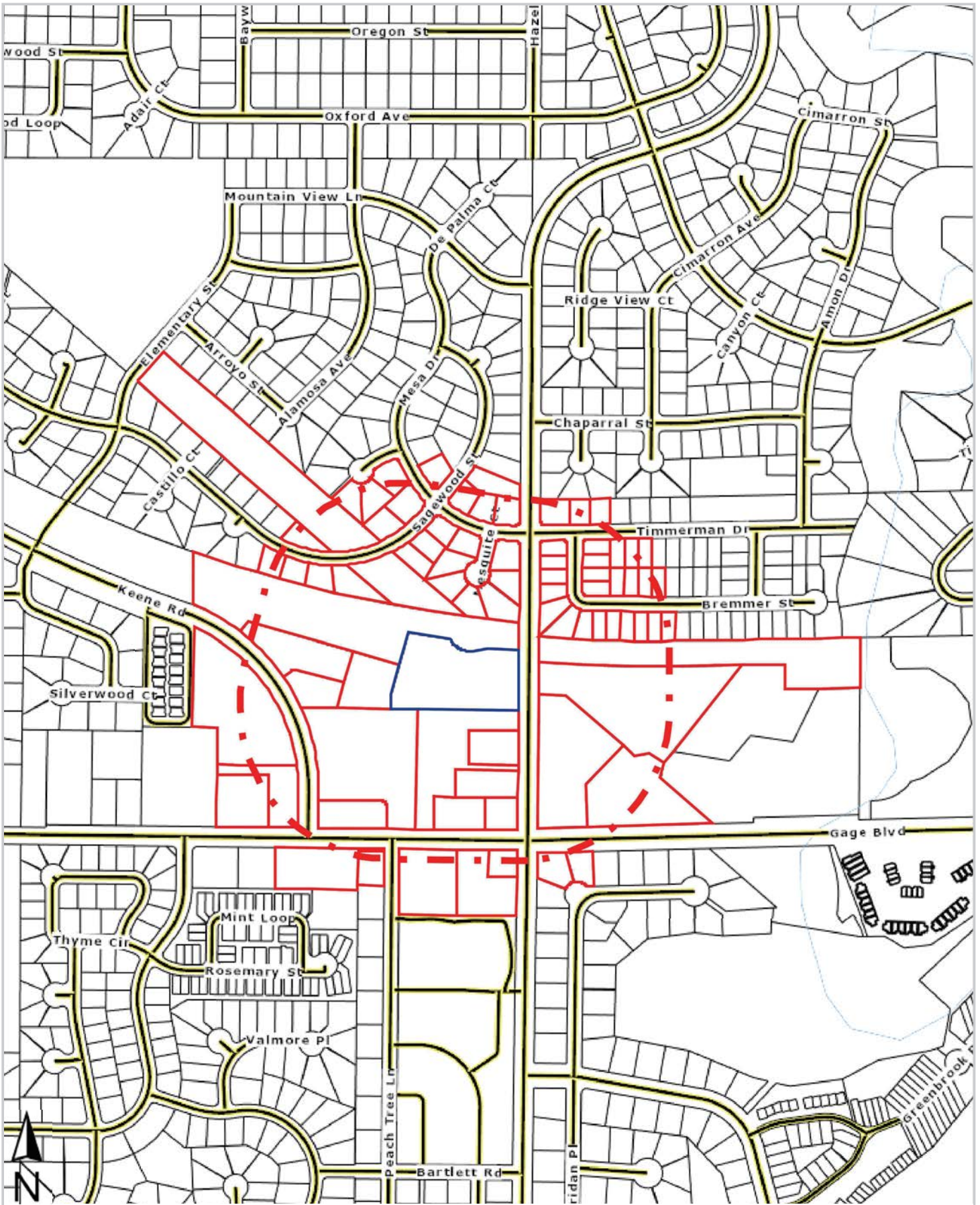
ROBERT FUHRMAN
1954 SHERIDAN PL
RICHLAND WA 99352

JAMES LILLY
1948 SHERIDAN PL
RICHLAND WA 99352



CHICAGO TITLE[™]

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



CHICAGO TITLE

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

EXHIBIT 2



CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (Z2020-104)

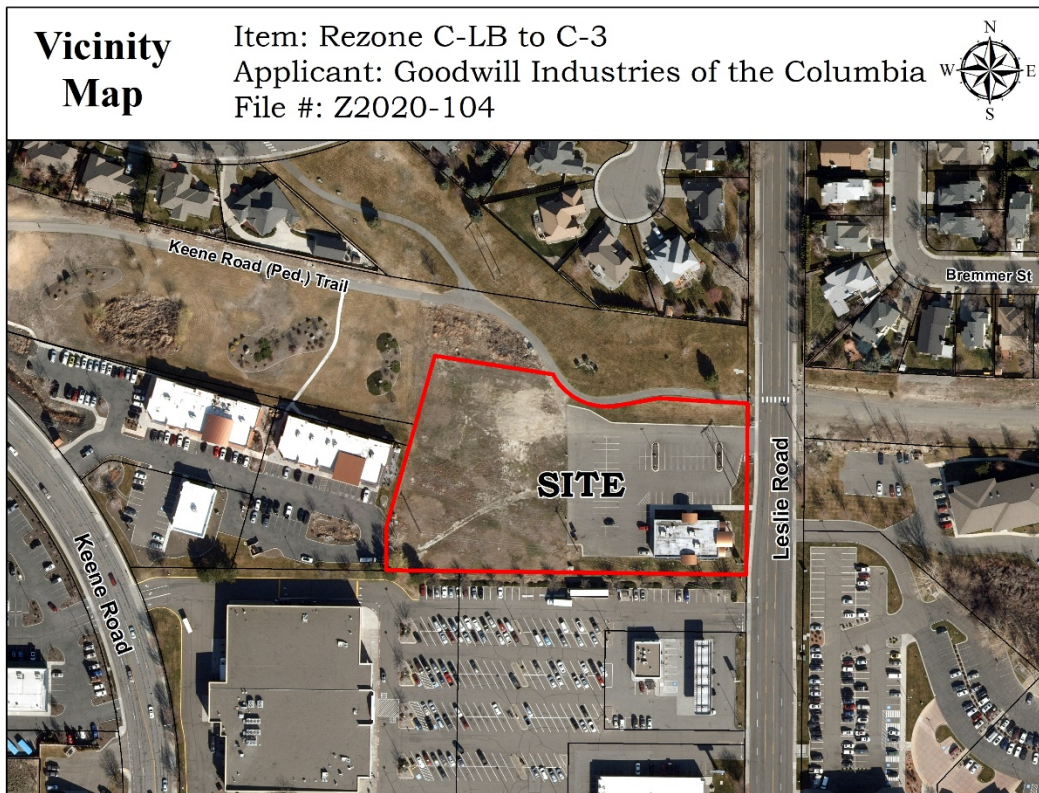
Notice is hereby given that Goodwill Industries of the Columbia has filed a request to rezone one 2.9-acre parcel from C-LB (Limited Business) to C-3 (General Business). The project site lies on the west side of Leslie Road approximately 477-feet north of Gage Blvd. The Assessor's Parcel No. is 1-26984012770003. Application materials can be viewed online at www.ci.richland.wa.us.

The Richland Hearing Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, January 11, 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 not subject to environmental review. Pursuant to WAC 197-11-800(6)(c) the rezone application qualifies as a categorically exempt action.

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 should be received no later than 5:00 p.m. on Wednesday, December 23, 2020 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration. 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.





Order Confirmation

Customer

CITY OF RICHLAND/LEGALS

Customer Account

450543

Customer Address

625 SWIFT BLVD. MS-11
 RICHLAND WA 99352 USA

Customer Phone

509-942-7547

Customer Fax

509-942-7397

Sales Rep

alizarraga@mcclatchy.com

Payor Customer

CITY OF RICHLAND/LEGALS

Payor Account

450543

Payor Address

625 SWIFT BLVD. MS-11
 RICHLAND WA 99352 USA

Payor Phone

509-942-7547

Customer EMail

AccountsPayable@ci.richland.wa.u

Order Taker

alizarraga@mcclatchy.com

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>	<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
D2586000 4401	Invoice		0	0	1

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$98.87	\$0.00	\$98.87	\$0.00	\$98.87

<u>Ad Order Number</u>	<u>Order Source</u>	<u>Ordered By</u>	<u>Special Pricing</u>
0004821680		Jana Duncan	
			<u>Promo Type</u>
			<u>Materials</u>

Invoice Text
 HE PHN - Z2020-104

Package Buy

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004821680-01	TRI-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 40 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
TRI- Tri-City Herald	0300 - Legals Classified	1	\$98.87

<u>Run Schedule Invoice Text</u>	<u>Position</u>
CITY OF RICHLAND NOTICE OF PUBLIC HEAR	0301 - Legals & Public Notices

Run Dates
12/06/2020

**CITY OF RICHLAND
NOTICE OF PUBLIC HEARING
(Z2020-104)**

Notice is hereby given that Goodwill Industries of the Columbia has filed a request to rezone one 2.9-acre parcel from C-LB (Limited Business) to C-3 (General Business). The project site is located on the west side of Leslie Rd., approximately 477-feet north of Gage Blvd. The Assessor's Parcel No. is 126984012770003. Application materials can be viewed online at www.ci.richland.wa.us.

A virtual public hearing on the proposed rezone will be held before the Richland Hearing Examiner on Monday, January 11, 2021 at 6:00 p.m. All interested parties are invited to participate in the virtual public hearing by visiting the City of Richland website at www.ci.richland.wa.us.

Any party of record is welcome to attend the virtual public hearing to speak regarding the rezone proposal. Comments may be mailed to the City of Richland c/o Mike Stevens, 625 Swift Blvd., MS-35, Richland, WA 99352, or emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Wednesday, December 23, 2020 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

For additional information, please contact Mike Stevens, Planning Manager, at mstevens@ci.richland.wa.us or 509-942-7596.

Published: Sunday, December 6, 2020

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AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

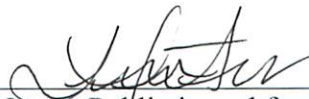

COMES NOW, Briana Ghbein, who, being first duly sworn upon oath deposes and says:

- 1. I am an employee in the Planning & Development Department for the City of Richland.
- 2. On the 30th day of November, 2020, I mailed a copy of the attached NOTICE OF APPLICATION AND PUBLIC HEARING (Z2020-104) to the attached list of individuals via regular USPS on the date indicated above. The Richland Hearing Examiner will conduct a virtual public hearing at 6:00 PM on Monday, January 11, 2021.


Signed: Briana Ghbein

SIGNED AND SWORN to before me this 30th day of November, 2020 by Jennifer Schuster.




Notary Public in and for the State of Washington,

Print Name
Residing at 625 Swift Blvd
My appointment expires: 4.25.23

AFFIDAVIT OF MAILING - 1
Notice of Application and Public Hearing attached.
Address list attached.



CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (Z2020-104)

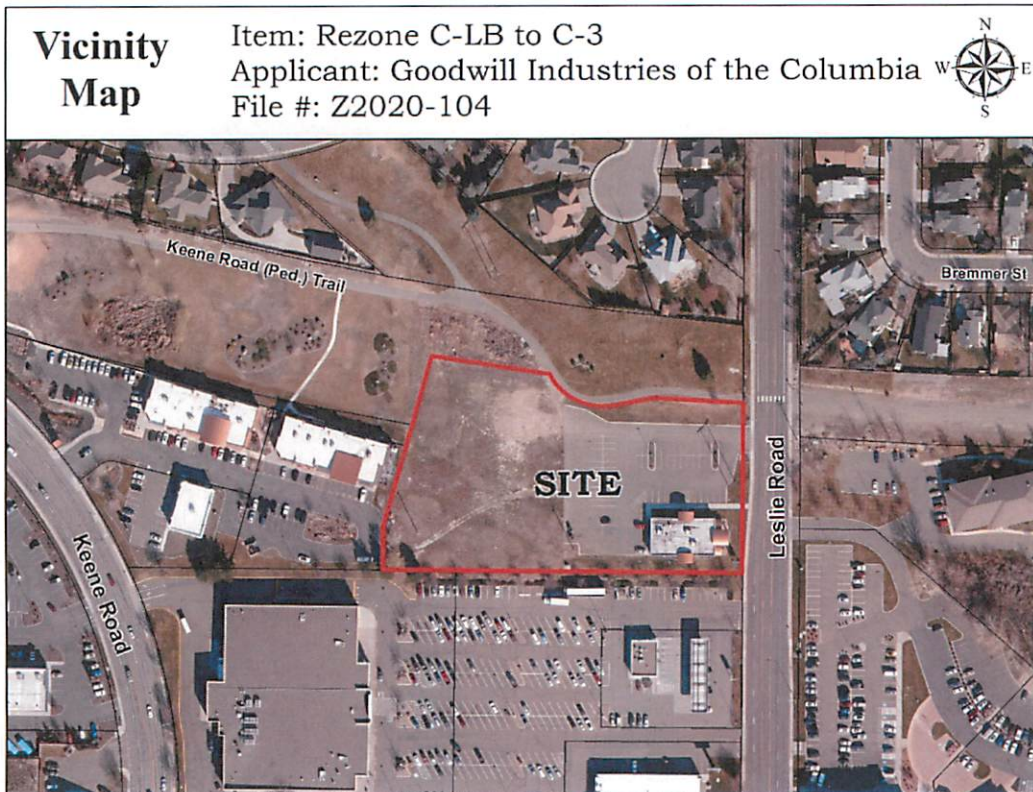
Notice is hereby given that Goodwill Industries of the Columbia has filed a request to rezone one 2.9-acre parcel from C-LB (Limited Business) to C-3 (General Business). The project site lies on the west side of Leslie Road approximately 477-feet north of Gage Blvd. The Assessor's Parcel No. is 1-26984012770003. Application materials can be viewed online at www.ci.richland.wa.us.

The Richland Hearing Examiner will conduct a virtual public hearing and review of the application at 6:00 p.m., Monday, January 11, 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 not subject to environmental review. Pursuant to WAC 197-11-800(6)(c) the rezone application qualifies as a categorically exempt action.

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 should be received no later than 5:00 p.m. on Wednesday, December 23, 2020 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration. 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.



Owner	APN	Mail Address	City	State	Zip
LAMBERT PROPERTIES LLC	126984013334002	120 NEWPORT CENTER DRIVE STE 210	NEWPORT BEACH	CA	92661
POWELL CHRISTA E	126984070002018	1624 SAGEWOOD STREET	RICHLAND	WA	99352-7692
HUMPHREYS DENNIS C & MARY ELLEN	126984060003006	1619 MESQUITE CT	RICHLAND	WA	99352-8545
RICE FAMILY JL ASSOCIATES LLC	126984012354001	ALBERTSONS COMPANIES, C/O PARADIGM TAX GROUP, PO BOX 800729	DALLAS	TX	75380-0729
BAILEY ROBERTA	126984060003007	1623 MESQUITE CT	RICHLAND	WA	99352
JOHNSON ROSANNA S & ERIK S	126984060003008	1628 MESQUITE CT	RICHLAND	WA	99352
RICE FAMILY JL ASSOCIATES LLC	126984012355001	ALBERTSONS COMPANIES, C/O PARADIGM TAX GROUP, PO BOX 800729	DALLAS	TX	75380-0729
TRMC RETAIL LLC	126984012355004	539 S MAIN ST	FINDLAY	OH	45840
SAGEWOOD MEADOWS HOMEOWNERS	126984070006000	PO BOX 532	RICHLAND	WA	99352
STACK CHUCK	126984012770003	4204 S OLSON ST	KENNEWICK	WA	99337-2644

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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 9th day of December, 2020, I posted a physical sign serving as NOTICE OF PUBLIC HEARING for File Number Z2020-104 in the following location:

1769 Leslie Road, Richland, WA 99352

Signed: Michael Stevens

SIGNED AND SWORN to before me this 9th day of December, 2020, by Michael Stevens.

Signature of Notary

Briana C. Ghbein

Printed Name

Notary Public in and for the State of Washington,

Residing in Benton county

My appointment expires: 4-25-23



Exhibit 3

From: [MaryEllen Humphreys](#)
To: [Stevens, Mike](#)
Subject: File #: Z2020-104 rezone C-LB to C-3
Date: Monday, December 14, 2020 7:24:26 PM

Mr. Stevens,

We live at 1619 Mesquite Ct. which is directly behind the proposed project sight.

We feel Chuck Stack and Gayle Stack have done a very nice job developing the property with the Round Table restaurant and the 2 current buildings.

If the new building follows that same design, color and landscaping, we do not have a problem with the rezoning from C-LB to C-3.

One concern we have is seeing the many sorting boxes of donation. We hope the donations will be enclosed behind a cement wall, or inside the building, and also a cement enclosure for the garbage and recycling cans.

Now that the last phase of the development will be complete, we hope Round Table will enclose their garbage and recycling cans also, as promised in a neighborhood meeting many years ago.

**Thank you,
Dennis and MaryEllen Humphreys**



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 West Alder Street • Union Gap, Washington 98903-0009 • (509) 575-2490

December 21, 2020

Mike Stevens
City of Richland
PO Box 190
Richland, WA 99352

Re: Z2020-104

Dear Mike Stevens:

Thank you for the opportunity to comment on the Notice of Application for the rezone of a 2.9 acres parcel, proposed by the Goodwill Industries of the Columbia. The Department of Ecology (Ecology) has reviewed the application and has 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.

If the project involves more than one acre of soil disturbance, but less than 5 acres, it may be possible to obtain an Erosivity Waiver.

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,

Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509) 575-2012
crosepa@ecy.wa.gov



2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

December 17, 2020

Mike Stevens
City of Richland – Development Services Division
625 Swift Blvd., MS – 35
Richland, WA 99352

Subject: Review Comments for Z2020-104

Dear Mr. Stevens:

The Kennewick Irrigation District has received your Application for the Zoning Map Amendment (Z2020-104) submitted by Ken Gosney of the Goodwill Industries of the Columbia to rezone the subject property from C-LB to C-3.

1. This parcel is within the Kennewick Irrigation District (KID) boundaries and is considered irrigable lands; therefore, the Kennewick Irrigation District assesses them.
2. Please note that permanent structures are not allowed within irrigation easements.
3. Please protect all existing irrigation facilities.
4. Please be aware that future subdivision of the site will require KID infrastructure be installed.

If you have any questions regarding these comments, please contact me at the address/phone number listed above.

Sincerely,

Blaine Broberg

Blaine Broberg, EIT
Staff Engineer

C: LB/correspondence/File: [12-08-29]