

ORDINANCE NO. 26-21

AN ORDINANCE of the City of Richland granting a solid waste collection transition franchise agreement to Basin Disposal, Inc. and Ed's Disposal, Inc. for the Zinsli, Allenwhite and Badger Mountain Winery Annexations.

WHEREAS, Richland was incorporated as a city of the first class on December 10, 1958; and

WHEREAS, pursuant to the Richland City Charter, franchises are granted by ordinance; and

WHEREAS, by Ordinance No. 50-20, dated January 2, 2021, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Zinsli Annexation (**Exhibit A**); and

WHEREAS, by Ordinance No. 11-21, dated May 18, 2021, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Allenwhite Annexation (**Exhibit B**); and

WHEREAS, by Ordinance No. 12-21, dated May 18, 2021, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Badger Mountain Winery Annexation (**Exhibit C**); and

WHEREAS, the Zinsli Annexation, Allenwhite Annexation and Badger Mountain Winery Annexation are collectively referred to herein as the "Annexed Territory"; and

WHEREAS, Basin Disposal, Inc. ("BDI") holds Certificate No. G-118 issued by the Washington Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas of Washington State, including within Benton County and in the Annexed Territory; and

WHEREAS, Ed's Disposal, Inc. ("Ed's") holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory; and

WHEREAS, Waste Management of Washington, Inc. ("WMW") holds Certificate No. G-237 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory; and

WHEREAS, under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020; and

WHEREAS, the City has given notice under RCW 35.13.280 to the WUTC of its intent to undertake the collection of municipal solid waste, as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory; and

WHEREAS, the City is required by RCW 35.13.280 to grant to BDI and Ed's a franchise for the collection of municipal solid waste in the Annexed Territory for a term of not less than seven (7) years.

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

Section 1. Transition Period. BDI, Ed's and the City (the "Parties") agree that the "Transition Period" shall commence on the Effective Date of this Agreement and shall terminate on December 31, 2031 unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the seven-year franchise period required under RCW 35.13.280 in order to compensate BDI and Ed's for any and all measurable damages BDI and Ed's has incurred as a result of the annexation and cancellation of their municipal solid waste collection business within the Annexed Territory.

Section 2. Grant of Exclusive Franchise. Except with respect to WMW (as discussed in Section 3 below), the City hereby grants to BDI and Ed's the exclusive right and obligation to collect municipal solid waste from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that it shall not contract for Collection Services or itself provide Collection Services within the Annexed Territory.

Section 3. Non-Exclusivity regarding WMW. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of WMW, under RCW 35.13.280, to provide Collection Services within the Annexed Territory.

Section 4. Rates and Compensation. BDI and Ed's shall be compensated for the Collection Services hereunder by charging their residential, commercial and industrial customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for BDI and Ed's customers located within Certificate Nos. G-118 and G-110 service territory in Benton County (the "WUTC Tariffs"), subject to the following adjustments, which shall be independent of WUTC tariff jurisdiction:

4.1. BDI and Ed's shall increase the rates and charges to include any taxes, fees, or charges applicable to BDI and/or Ed's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariffs; and

4.2. BDI and Ed's shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariffs, but are not applicable to BDI and/or Ed's Collection Services within the Annexed Territory.

Section 5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on BDI and/or Ed's Collection Services within the Annexed Territory, the City shall notify BDI and/or Ed's of such charges no less than thirty (30) days before such taxes, fees, or other charges take effect.

Section 6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit BDI and/or Ed's from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to municipal solid waste collection within their Certificate Nos. G-118 and G-110 territory in Benton County. In the event that the WUTC approves revisions to BDI and/or Ed's WUTC Tariffs, BDI and/or Ed's shall similarly adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

Section 7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify BDI and Ed's in writing of the additional services requested, and BDI and Ed's shall have the right to provide such additional services during the Transition Period. If BDI and/or Ed's elect to provide such additional services, BDI and/or Ed's shall notify the City in writing within thirty (30) days of receipt of the City's notice and shall offer such services either:

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if BDI and/or Ed's do not offer similar services under their WUTC Tariffs, pursuant to written agreement between the Parties.

If BDI and/or Ed's either (a) notify the City in writing of their decision not to provide such additional services, or (b) fails to notify the City in writing within thirty (30) days of receipt of the City's notice, the City may contract for those Additional Services or provide those services itself within the Annexed Territory

Section 8. Billing. BDI and Ed's shall be responsible for billing their residential, commercial and industrial customers within the Annexed Territory for the Collection Services. BDI and Ed's shall invoice their customers generally consistent with WUTC procedures found in WAC 480-70-396 through WAC 480-70-416.

Section 9. Delinquent Accounts and Refusal of Service. BDI and Ed's shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including but not limited to the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). BDI and Ed's shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

Section 10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, BDI and Ed's shall provide the Collection Services

consistent with the requirements of Chapter 480-70 WAC and BDI and Ed's WUTC Tariffs.

Section 11. Transition of BDI and Ed's Collection Services to City. After the end of the Transition Period:

11.1. the City shall assume full responsibility for municipal solid waste collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for municipal solid waste collection or providing municipal solid waste collection itself;

11.2. unless otherwise agreed to in writing by the Parties, BDI and Ed's shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. BDI and Ed's acknowledge that by entering into this franchise, they waive all claims under RCW 35.13.280, including those for measurable damages, which waiver shall be fully effective immediately after the expiration of the transition period.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of Collection Services within the Annexed Territory. BDI and Ed's shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from BDI and Ed's to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

Section 12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to annex an area and commence services pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), BDI and Ed's shall be responsible for notifying the WUTC that BDI and Ed's and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

Section 13. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective; provided, however, that this provision shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.

Section 14. Force Majeure. If any Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial

government (“Force Majeure”), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term “Force Majeure” does not include, and a Party shall not be excused from performance under this Agreement for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

Section 15. Successors and Assigns. No Party shall assign this Agreement without the prior written consent of all other Parties, except that BDI and/or Ed’s may assign this Agreement to any subsidiary, parent, sister or affiliated company without the other Parties’ consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile or electronic transmission) and sent to the address shown below:

If to BID and Ed’s:
Basin Disposal Inc.
P.O. Box 3850
Pasco, WA 99302-3850
Attn: Darrick Dietrich, President

If to City:
City of Richland
625 Swift Boulevard, MS-26
Richland, Washington 99352
Attn: Pete Rogalsky, Public Works Director

Section 17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings among the Parties, whether oral or written. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all Parties.

Section 18. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against any Party because of the identity of the drafter. Moreover, the Parties each acknowledge, represent and agree that they have read this Agreement, that they fully understand the terms thereof, and that they have been fully advised by their independent legal counsel, accountants, and other advisors with respect thereto.

Section 19. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

Section 20. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless all Parties agree to mediation) in Pasco or Richland, Washington, in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated herein by reference. The maximum number of arbitrators shall be one (1) in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise ordered or agreed to by the Parties. If mediation is agreed to, each Party shall pay its own mediation costs and one-half of the cost of the mediator. In the event any arbitration or legal action is taken by any Party against another to enforce any of the terms and conditions of this Agreement, it is agreed that the substantially prevailing party of such action shall be entitled to recover all court costs, reasonable attorney's fees and expenses from the non-prevailing Party.

Section 21. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

Section 22. Counterparts. Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

Section 23. Authority. The Parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in representative capacities represent and warrant that they have full power and authority to bind their respective corporation.

Section 24. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective officers, employees and agents, heirs, legatees, representatives, receivers, trustees, successors, transferees and assigns.

Section 25. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or in violation of any statute, rule, regulation or common law, such provision shall be considered null and void, with the remaining provisions remaining viable and in effect. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement, and the releases provided for above, are each necessary to this Agreement; without any of these, the Parties would not enter this Agreement.

Section 26. Headings Not Controlling. The paragraph headings included herein are for reference only. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

Section 27. Waiver. Any of the terms or conditions of this Agreement may be waived, but only by a written notice signed by the Party waiving such terms or conditions. A waiver or any breach of, or failure to enforce, any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a Party's right to enforce compliance thereafter with each and every term and condition of this Agreement.

Section 28. Agreement Not Legal Precedent. The Parties acknowledge and agree that this Agreement is not intended to constitute legal precedent in any future dispute or litigation regarding any unrelated matter involving the Parties or any other municipality, government entity or third party related to any damages that may result from the annexation of territories for which a solid waste collection company has previously been granted operating authority by the Washington Utilities and Transportation Commission.

Section 29. Publication. The City Clerk is authorized and directed to publish this Ordinance in accordance with the Richland City Charter.

Section 30. Effective Date. This Ordinance shall become effective on the thirty-first (31st) day after its first publication as required by law, but if, and only if, Franchisee has endorsed this Ordinance and accepted the terms and conditions thereof.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of September, 2021.



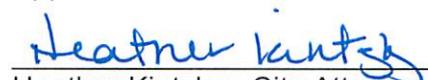
Ryan Lukson, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to form:

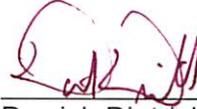


Heather Kintzley, City Attorney

Date Published: September 26, 2021

ACCEPTANCE:

Basin Disposal, Inc., a Washington public utility corporation, and Ed's Disposal, Inc., a Washington public utility corporation, hereby acknowledge and accept the above franchise as full and fair compensation for any measurable damages caused by the City of Richland under Washington law with regard to Solid Waste Franchise continuation.



Darrick Dietrich, President - Basin Disposal

Oct 1st, 2021

Date



Darrick Dietrich - President Ed's Disposal

Oct 1st, 2021

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 50-20

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 8.52 acres of land located at 771 Shockley Road, in Section 27, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Robert Zinsli, owner of real property located at 771 Shockley Road, the value of which constituted 100% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on January 21, 2020, a meeting was held between the initiating party of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 15-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 15-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on June 24, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-10 zoning for the property; and

WHEREAS, on July 21, 2020, Richland City Council adopted Resolution No. 105-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by the sole property owner representing 100% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on December 1, 2020, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the “Annexed Area”).

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as “low density residential” under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the Richland Municipal Code (RMC) and the Official Zoning Map of the City of Richland as adopted by Section 23.08.040 of said title are hereby amended by amending Sectional Map No. 16, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 16 together with the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance, and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on 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 held on the 5th day of January, 2021.



Ryan Lukson, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney

Date Published: January 10, 2021

**EXHIBIT A to Ordinance No. 50-20
Zinsli Annexation Legal Description**

Parcel 2 of Record of Survey 5204

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 748 FEET FROM THE NORTHWEST CORNER THEREOF, THENCE SOUTH 1'25' WEST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION 1060.50 FEET. THENCE NORTH 38°25' EAST 276 FEET. THENCE NORTH 57°07' EAST 166.10 FEET. THENCE NORTH 39°02' EAST 293.80 FEET. THENCE NORTH 1°31'25" EAST 524.63 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION. THENCE NORTH 89°52'30" WEST ALONG SAID NORTH LINE 483.75 FEET TO THE POINT OF BEGINNING.

EXCEPT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 2003-013621.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

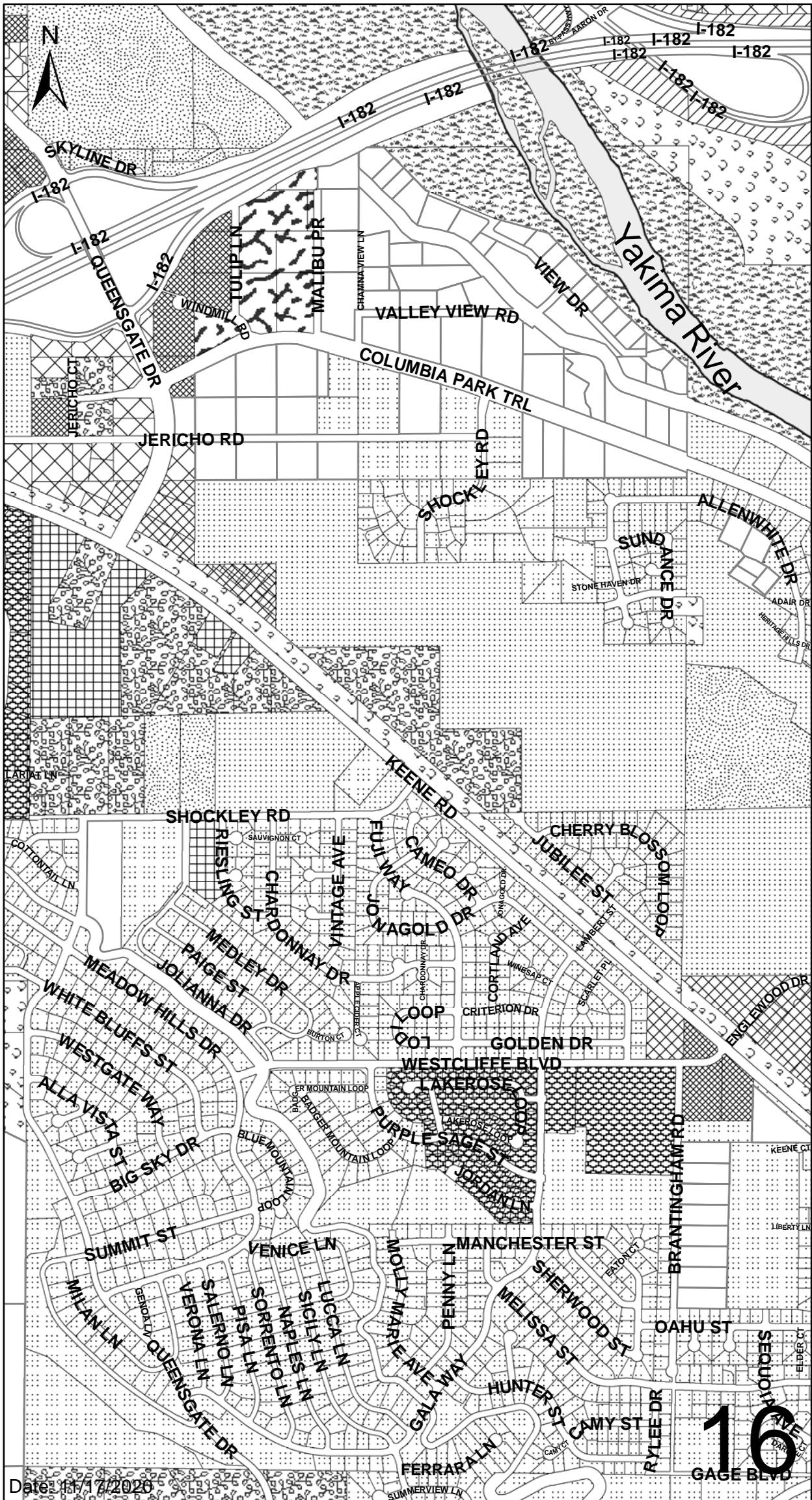
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 27 THENCE NORTH 89°14'51" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 748.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL AS DESCRIBED UNDER AUDITORS FILE NUMBER 680225; THENCE SOUTH 00°32'21" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 30.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHOCKLEY ROAD; THENCE NORTH 89°14'51" EAST ALONG SAID LINE 485.43 FEET TO THE EASTERN LINE OF SAID PARCEL; THENCE SOUTH 00°45'09" WEST ALONG SAID LINE 493.62 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 38°09'21" WEST ALONG SAID LINE 66.33 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE SOUTH 38°09'21" WEST 41.00 FEET; THENCE SOUTH 51°50'39" EAST 15.00 FEET; THENCE NORTH 38°09'21" EAST 41.00 FEET; THENCE NORTH 51°50'39" WEST 15.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 8.52 ACRES.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

Exhibit B to Ordinance No. 50-20 - Passed 01/05/21



WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 11-21

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 3.63 acres of land located at 1061, 1063, 1065, 1043 and 1049 Allenwhite Drive, in Section 23, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from the owners representing 84.54% of valuation for the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on August 4, 2020, a meeting was held between the initiating parties of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 110-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 110-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on October 14, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-12 zoning for the property; and

WHEREAS, on November 17, 2020, Richland City Council adopted Resolution No. 163-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by property owners representing 84.54% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on May 4, 2021, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the “Annexed Area”).

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as “low density residential” under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the Richland Municipal Code (RMC) and the Official Zoning Map of the City of Richland as adopted by Section 23.08.040 of said title are hereby amended by amending Sectional Map Nos. 15 and 16, which are two of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 15 and **Exhibit C** bearing the number 16 together with the number and date of

passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R-1-12 Single Family Residential, as depicted on **Exhibit B** and **Exhibit C**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and shall attach the amended sectional maps, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on 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 held on the 18th day of May, 2021.


Ryan Lukson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

Date Published: May 23, 2021

EXHIBIT A
Allenwhite Annexation Legal Description

SECTION 23 TOWNSHIP 9 RANGE 28 QUARTER SW; SHORT PLAT #3110, LOT 1, RECORDED 5/29/2008, UNDER AUDITOR'S FILE NO. 2008-015499. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3110, RECORDS OF BENTON COUNTY, WASHINGTON.

SECTION 23 TOWNSHIP 9 RANGE 28 QUARTER SW; SHORT PLAT #3110, LOT 2, RECORDED 5/29/2008, UNDER AUDITOR'S FILE NO. 2008-015499. RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3110, RECORDS OF BENTON COUNTY, WASHINGTON.

PORTION DEFINED AS FOLLOWS: THAT PORTION OF THE WEST HALF OF THE SOUTHWEST DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION, THENCE SOUTH 89° 33' 42" EAST ALONG SOUTH LINE THEREOF A DISTANCE OF 895.03 FEET, THENCE NORTH 01° 14' 30" EAST A DISTANCE OF 1734.09 FEET, THENCE NORTH 49° 9' 30" WEST A DISTANCE OF 185 FEET, THENCE SOUTH 40° 50' 30" WEST 187 FEET TO TRUE POINT OF BEGINNING, THENCE NORTH 40° 50' 30" EAST 187 FEET THENCE NORTH 49° 9' 30" WEST 128 FEET, SOUTH 40° 50' 30" WEST 187 FEET, THENCE SOUTHEASTERLY AT RIGHT ANGLES TO POINT OF BEGINNING. TOGETHER WITH EASEMENTS 11-5-75.

PORTION OF THE WEST HALF OF THE SOUTHWEST DEFINED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, 500 FEET SOUTH OF THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY NUMBER 3, THENCE SOUTH 73° 43' EAST 265.50 FEET, THENCE NORTH 26° 28' EAST 250 FEET, THENCE SOUTH 55° 00' 09" EAST 202.24 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING SOUTH 55° 00' 09" EAST 200 FEET, THENCE SOUTH 26° 28' WEST 208.13 FEET TO A POINT, THENCE NORTH 59° 51' 30" WEST 47.97 FEET TO A POINT THENCE NORTH 68° 03' 30" WEST 100 FEET TO A POINT, THENCE NORTH 38° 11' 18" WEST 55.62 FEET TO A POINT, THENCE NORTH 26° 28' EAST 220 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF NORTHWEST SOUTHWEST, DEFINED AS FOLLOWS: BEGINNING AT A POINT OF WEST LINE OF SAID SECTION, 500 FEET SOUTH OF SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY #3, THENCE SOUTH 73° 43' EAST 265.5 FEET, THENCE NORTH 26° 28' EAST 250 FEET TO TRUE POINT OF BEGINNING, THENCE SOUTH 26° 28' WEST 250 FEET, THENCE SOUTH 63° 32' EAST 200 FEET, THENCE NORTH 26° 28' EAST 220 FEET, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO TRUE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH EASEMENT FOR INGRESS AND EGRESS OVER EXISTING 15' ROADWAY OVER NORTHWEST SOUTHWEST. SUBJECT TO EASEMENT AND RESTRICTION OF RECORD.

ADDITIONALLY, THE PORTION OF THE PRIVATE ROAD THAT LIES WITHIN THE PROPOSED ANNEXATION AREA AND/OR ADJACENT TO THE PROPOSED ANNEXATION AREA IS INCLUDED IN THIS ANNEXATION INCLUDING: ALLENWHITE DRIVE.

This description includes the following County Parcel Identification Numbers:

123983013110001

123983013110002

123983000006000

123983000004000

123983000003000

Exhibit B

Ordinance No. 11-21 Passed 5/18/2021

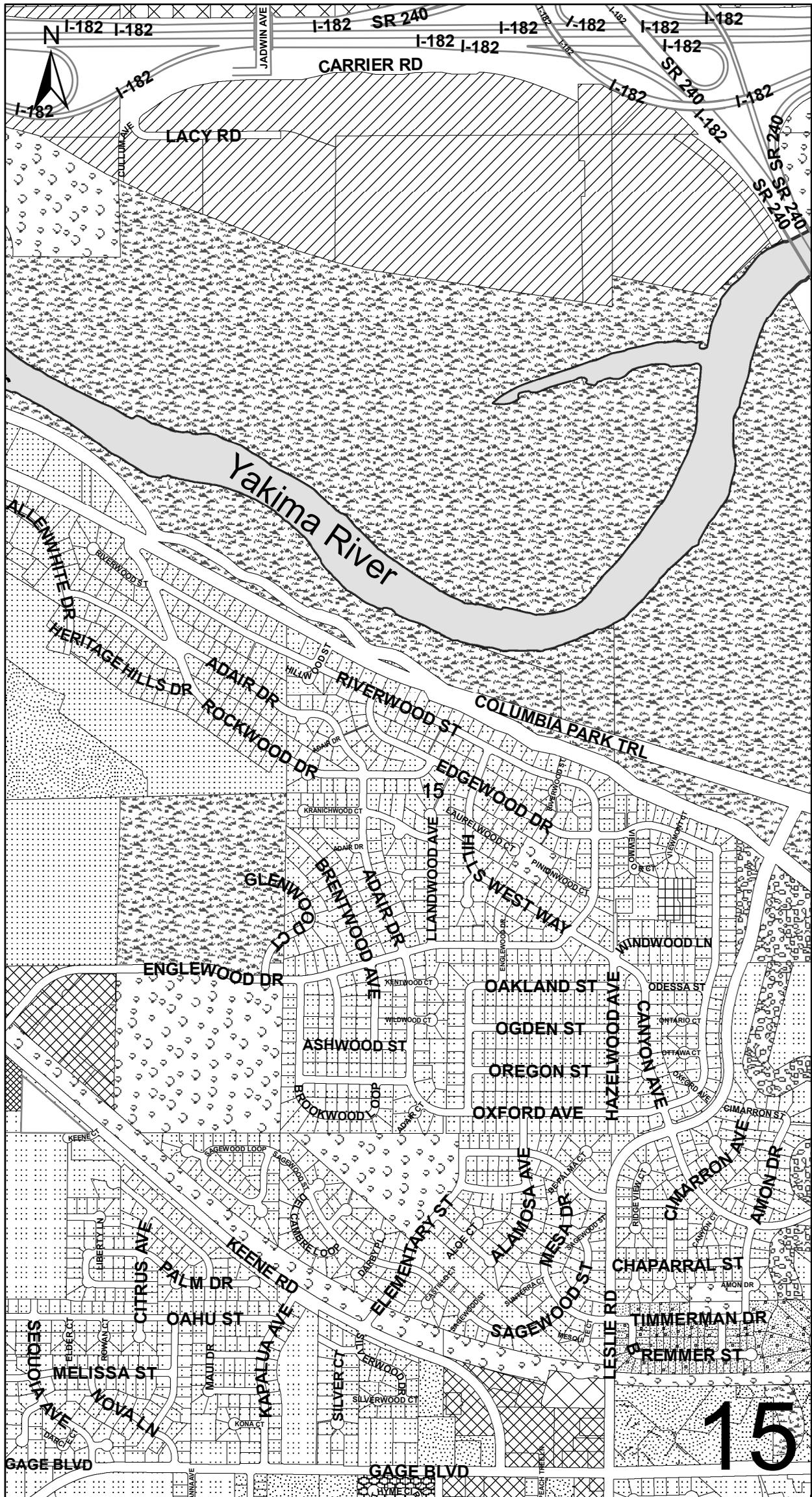
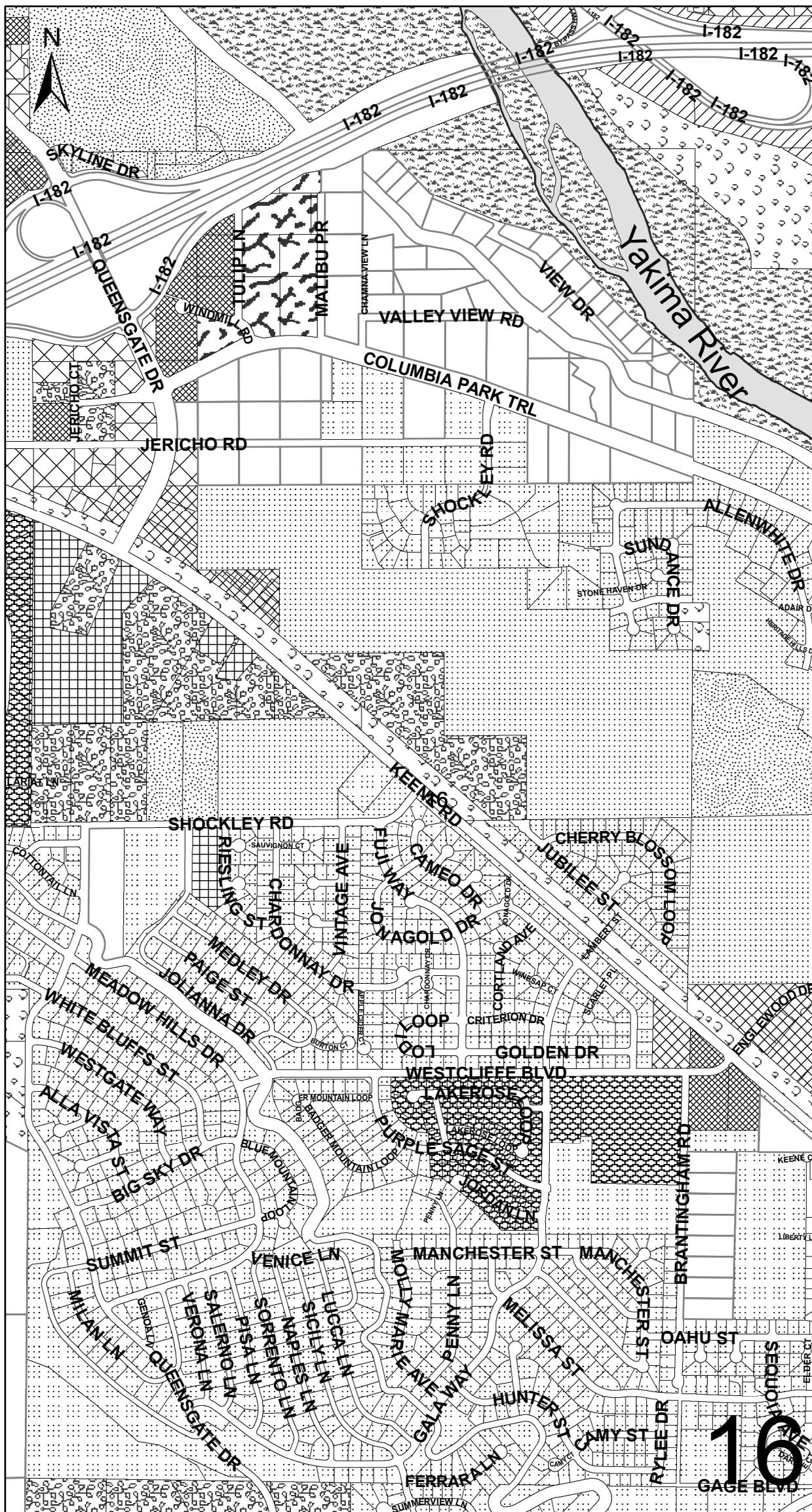


Exhibit C

Ordinance No. 11-21 Passed 5/18/2021



WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 12-21

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 76.54 acres of land located at or near 1106 N. Jurupa Road, in Section 34, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Frank Tiegs and Timothy H. DeCook, owners of real property located at or near 1106 N. Jurupa Road, the value of which constituted 100% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, on August 4, 2020, a meeting was held between the initiating party of this annexation and the Richland City Council, at which time the Council adopted Resolution No. 111-20, accepting the notice of intention to commence annexation proceedings for the real property legally described in **Exhibit A** attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 111-20 further authorized and directed the Richland Planning Commission to develop and forward a recommendation to the Richland City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on October 14, 2020 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single-Family Residential R-1-12 zoning for the property; and

WHEREAS, on November 17, 2020, Richland City Council adopted Resolution No. 156-20, authorizing the circulation of an annexation petition for annexation of the real property legally described in **Exhibit A** attached hereto; and

WHEREAS, a petition was circulated and signed by the property owners representing 100% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, Richland City Council held a public hearing to consider the annexation on May 4, 2021, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the Richland City Council, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in **Exhibit A** attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 3, 2017 by passage of Ordinance No. 45-17 and as amended, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the Richland Comprehensive Plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) 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. 22, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached **Exhibit B** bearing the number 22 together with the number and date of passage of this Ordinance, and by this reference made a

part of this Ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City’s police power, that the best zoning for the properties included in the Annexed Area shall be R-1-12 Single Family Residential, as depicted on **Exhibit B**, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance, and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the City Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City’s Solid Waste Management Plan.

Section 8. This Ordinance shall take effect on the day following its publication in the official newspaper of the City of Richland.

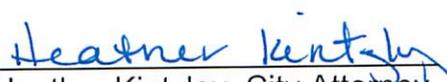
PASSED by the City Council of the City of Richland, Washington, at a regular meeting held on the 18th day of May, 2021.


Ryan Lukson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney

Date Published: May 23, 2021

EXHIBIT A
Badger Mountain Winery Annexation Legal Description

The Badger Mountain Vineyard annexation consists of the following:

SHORT PLAT NO. 1576, LOT 1

SHORT PLAT NO. 2275, LOTS 1 & 2. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SHORT PLAT NO. 1406, LOT 1.

A PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34. THENCE NORTH 89° 31'37" EAST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 2453.68 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 61° 58'01" EAST A DISTANCE OF 646.32 FEET TO A POINT OF CURVE. THENCE NORTH- EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 93° 57'20", A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 1802.73 FEET TO A POINT OF TANGENT. THENCE NORTH 31° 59'19" WEST A DISTANCE OF 1096.53 FEET. THENCE NORTH 58° 00'41" EAST A DISTANCE OF 122.50 FEET. THENCE NORTH 53° 33'55" EAST A DISTANCE OF 90.27 FEET. THENCE SOUTH 79° 34'06" EAST A DISTANCE OF 131.71 FEET. THENCE NORTH 10° 25'54" EAST A DISTANCE OF 9.16 FEET. THENCE SOUTH 79° 34'06" EAST A DISTANCE OF 120.00 FEET. THENCE SOUTH 10° 25'54" WEST A DISTANCE OF 31.13 FEET. THENCE SOUTH 64° 22'01" EAST A DISTANCE OF 196.70 FEET TO A POINT ON CURVE. THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 10° 20'47", A RADIUS OF 280.00 FEET, A CHORD BEARING SOUTH 20° 27'35" WEST, AN ARC DISTANCE OF 50.56 FEET TO A POINT OF TANGENT. THENCE SOUTH 74° 42'48" EAST, RADIAL TO SAID CURVE, A DISTANCE OF 120.00 FEET. THENCE SOUTH 02° 03'01" EAST A DISTANCE OF 91.96 FEET. THENCE SOUTH 39° 48'15" EAST A DISTANCE OF 237.31 FEET. THENCE SOUTH 34° 25'29" EAST A DISTANCE OF 897.72 FEET. THENCE SOUTH 68° 51'04" EAST A DISTANCE OF 907.79 FEET. THENCE SOUTH 65° 59'57" EAST A DISTANCE OF 265.85 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 34. THENCE SOUTH 00° 33'17" EAST ALONG SAID EAST LINE A DISTANCE OF 1199.83 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34. THENCE SOUTH 89° 31'37" WEST ALONG THE SOUTH LINE OF SAID SECTION 34 A DISTANCE OF 2864.83 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 85.62 ACRES. SEGREGATED PER REQUEST OF OWNER SURVEY #464-A. TOGETHER WITH PORTION DEFINED AS FOLLOWS: A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, SAID STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1717.64 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 424.43 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00", A RADIUS OF 883.50 FEET, AND AN ARC DISTANCE OF 185.03 FEET: THENCE NORTH 61° 58' 01" E A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 93°

57' 20', A RADIUS OF 866.33 FEET AN ARC DISTANCE OF 1420.65 FEET: THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1229.03 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 156.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE 156.50 FT (S/B 132.50 FT ?): THENCE NORTH 58° 00' 41" EAST, A DISTANCE 76.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1096.53 FT TO A PT OF CURVE: THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 93° 57' 20" A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 1802.73 FEET: THENCE SOUTH 61° 58' 08" WEST A DISTANCE OF 646.32 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 736.04 FEET TO THE TRUE POINT OF BEGINNING. LESS ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE THEROF A DISTANCE OF 1717.64 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 424.43 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00" AND A RADIUS OF 883.50 FEET AN ARC DISTANCE OF 185.03 FEET: THENCE NORTH 61° 58' 01" EAST A DISTANCE 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 93° 57' 20" AND A RADIUS OF 866.33 FEET, AN ARC DISTANCE OF 1420.65 FEET: THENCE NORTH 31° 59' 19" WEST A DISTANCE OF 1229.03 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 156.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 132.50 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 76.50 FEET: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1096.53 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 23' 43" AND A RADIUS OF 1099.33 FEET, AN ARC DISTANCE OF 26.77 FEET: THENCE SOUTH 59° 24' 24" WEST RADIAL TO SAID CURVE A DISTANCE OF 116.50 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 92° 33' 37" A RADIUS OF 982.83 AND A CHORD BEARING SOUTH 15° 41' 13" WEST, AN ARC DISTANCE OF 1587.75 FEET: THENCE SOUTH 61° 58' 01" WEST A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12° 00' 00", AND A RADIUS OF 1000.00 FEET, AN ARC DISTANCE OF 209.44 FEET: THENCE SOUTH 73° 58' 01" WEST A DISTANCE OF 6.05 FEET TO THE SOUTH LINE OF SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 43.31 FEET TO THE TRUE POINT OF BEGINNING.(DEED DATED 5/14/82) LESS ANY PORTION LYING WITHIN FOLLOWING DESCRIBED PARCEL (ALSO AKA SHORT PLAT #1576) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34: THENCE NORTH 89° 31' 37" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 2151.94 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 73° 58' 01" EAST A DISTANCE OF 6.05 FEET TO A POINT OF CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12° 00' 00" A RADIUS OF 1000.00 FEET AN ARC DISTANCE OF 209.44 FEET : THENCE NORTH 61° 58' 01" EAST A DISTANCE OF 700.00 FEET TO A POINT OF CURVE: THENCE NORTHEASTLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23° 48' 21" AND A RADIUS OF 982.83 FEET AN ARC DISTANCE OF 408.36 FEET: THENCE NORTH 89° 31' 37" EAST A DISTANCE OF 839.64 FEET: THENCE SOUTH 00° 33' 17" EAST A DISTANCE OF 660.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1974.41 FEET TO THE TRUE POINT OF BEGINNING. (AKA SHORT PLAT

#1576) ALSO LESS ANY PORTION LYING WITHIN FOLLOWING DESCRIBED PARCEL. (AKA SHORT PLAT #1406) THAT PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: THE TRUE POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF SECTION 34: THENCE SOUTH 89° 31' 37" WEST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 650.00 FEET. THENCE NORTH 00° 33' 17" WEST A DISTANCE OF 1471.85 FEET: THENCE SOUTH 68° 51' 04" EAST A DISTANCE OF 439.33 FEET: THENCE SOUTH 65° 59' 57" EAST A DISTANCE OF 265.85 FEET TO THE EAST LINE OF SECTION 34: THENCE SOUTH 00° 33' 17" EAST ALONG SAID EAST LINE A DISTANCE OF 1199.83 FEET TO THE TRUE POINT OF BEGINNING. (AKA SHORT PLAT #1406) SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. LESS ANY PORTION OF THE FOLLOWING PARCEL #134984000001002. DESCRIBED AS FOLLOWS: THE PORTION OF SECTION 34, TOWNSHIP 9, RANGE 28 EAST, W.M. DEFINED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 34, THENCE SOUTH 00° 45' 08" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 2669.38 FEET, THENCE SOUTH 89° 51' 32" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION A DISTANCE OF 2160 FEET TO A POINT OF CURVE: THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32° 07' 47" AND A RADIUS OF 570 FEET, AN ARC DISTANCE OF 319.64 FEET: THENCE NORTH 58° 00' 41" EAST A DISTANCE OF 227.40 FEET TO THE TRUE POINT OF BEGINNING: THENCE SOUTH 31° 59' 19" EAST A DISTANCE OF 1289.03 FEET TO A POINT OF CURVE: THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 23' 43" AND A RADIUS OF 1022.84 FEET, AN ARC DISTANCE OF 24.91 FEET: THENCE NORTH 59° 24' 24" EAST RADIAL TO SAID CURVE A DISTANCE OF 608.78 FEET: THENCE NORTH 34° 25' 29" WEST A DISTANCE OF 357.72 FEET: THENCE NORTH 39° 48' 15" WEST A DISTANCE OF 237.31 FEET: THENCE NORTH 02° 03' 01" WEST A DISTANCE OF 91.96 FEET: THENCE NORTH 74° 42' 48" WEST A DISTANCE OF 120 FEET TO A POINT ON A CURVE: THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10° 20' 47" A RADIUS OF 280 FEET AND A CHORD BEARING NORTH 20° 27' 35" EAST AN ARC DISTANCE OF 50.56 FEET: THENCE NORTH 64° 22' 01" WEST A DISTANCE OF 196.70 FEET: THENCE NORTH 10° 25' 54" EAST A DISTANCE OF 31.13 FEET: THENCE NORTH 79° 34' 06" WEST A DISTANCE OF 120 FEET: THENCE SOUTH 10° 25' 54" WEST A DISTANCE OF 9.16 FEET: THENCE NORTH 79° 34' 06" WEST A DISTANCE OF 131.71 FEET: THENCE SOUTH 53° 33' 55" WEST A DISTANCE OF 90.27 FEET: THENCE SOUTH 58° 00' 41" WEST A DISTANCE OF 199 FEET TO A LINE EXTENDED SOUTH 31° 59' 19" EAST: THENCE NORTHERLY ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

This description includes the following County Parcel Identification Numbers:

134984011576001
134984000002002
134984012275002
134984012275001
134984011406001

Exhibit B

Ordinance No. 12-21 Passed 5/18/2021

