



## CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (SUP2023-101 & EA2023-106)

**Notice** is hereby given that AHBL, Inc. has filed a special use permit application on behalf of NC Ventures to establish and operate a Recreational Vehicle [RV] Park along with associated parking, recreation space and guest amenities on 7.22 acres within Assessor's Parcel Number 1-04984000001000.

**Public Hearing:** The Richland Hearing Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, April 10, 2023. All interested parties are invited to attend in-person and present testimony at the public hearing. Copies of the complete application packet can be obtained by visiting the City of Richland website ([www.ci.richland.wa.us](http://www.ci.richland.wa.us)).

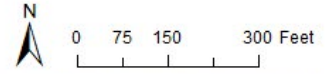
**Environmental Review:** The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance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

**Public Comment:** Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Matthew Howie, Senior Planner at 625 Swift Boulevard, MS #35, Richland, WA 99352. Comments may also be emailed to [mhowie@ci.richland.wa.us](mailto:mhowie@ci.richland.wa.us) [mstevens@ci.richland.wa.us](mailto:mstevens@ci.richland.wa.us). Written comments should be received no later than 5:00 p.m. on Monday, March 27, 2023, to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing. Written comments will not be accepted after 5:00 p.m. on Friday, April 7, 2023; however verbal comments may be presented during the public hearing.

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

# Vicinity Map

Item: Van Giesen RV Park  
Applicant: MillieAnne VanDevender  
File #: SUP2023-101





### Special Use Permit Application

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

**PROPERTY OWNER INFORMATION**

Contact Person

Owner: **NC Ventures**

Address: **3802 S. Highlands Blvd., West Richland**

Phone:

Email: **morgan@crmachinery.com**

**APPLICANT/CONTRACTOR INFORMATION (if different)**

Contact Person

Company: **AHBL, Inc.**

UBI#:

Contact: **MillieAnne VanDevender**

Address: **5804 Rd. 90, Ste. H, Pasco 99301**

Phone: **(509)316-7145**

Email: **mvandevender@ahbl.com**

**PROPERTY INFORMATION**

Legal Description: **The site is situated in a portion of the NE Quarter of the SE Quarter of Sect. 4, Tnship. 09 N, Range 28 E, W.M. within the City of Richland, Benton County, WA**

Parcel #:

**104984000001000 / 104984000002000**

Current Zoning: **C-3**

Current Land Use Designation: **COMMERCIAL**

**DESCRIPTION OF PROJECT**

**Establishment and operation of a Recreational Vehicle (RV) Park pursuant to RMC 23.42.220 on a ~7.13 acre site with access to Van Giesen St.**

**APPLICATION MUST INCLUDE**

1. Completed application and filing fee
2. SEPA Checklist
3. Title Report showing ownership, easements, restrictions and accurate legal description of the property involved
4. Site Plan, which shall be drawn at a scale of not less than 30-feet to the inch, nor more than 100-feet to the inch, and shall be clear, precise and shall contain the following information:
  - Boundaries and dimensions of property
  - Location and width of boundary streets
  - Size and location of existing or proposed buildings, structures, or activities on the site
  - Roadways, walkways, off-street parking, loading facilities, and emergency vehicle access
  - Fencing, screening, or buffering with reference to location, type, dimension, and character
  - Open spaces or Natural Areas
  - Easements, rights-of-way, etc.
  - Architect's sketches showing elevations of proposed buildings or structures, complete plans, and any other information needed by the Hearing Examiner as determined by the Administrator

**COMPLETE QUESTIONS WITH AS MUCH DETAIL AS POSSIBLE (Use additional sheet if needed)**

Describe how the size and dimension of the site provide adequate area for the proposed use:

The site is ~7.13 acres in size and has been used as retail. The large size is able to accommodate the proposed use and is more than 3 times the minimum size required per RMC 23.42.220(A). The site is a good configuration for the proposed use.

Describe how the proposed Special Use is compatible with the physical characteristics of the subject property ( including size, shape, topography and drainage):

The proposed RV park is compatible with the site's physical characteristics that include a gently sloping terrain, with greater sloping from the east property line toward the railroad. The site does not contain any critical areas and is of good size and configuration.

Describe the infrastructure which will serve the proposed Special Use, including but not limited to roads, fire protection, water, wastewater disposal and storm water control:

There is existing access onto Van Giesen St / SR 224. Access to water will be provided through agreements with adjacent property owners. A connection to city sewer is available in Van Giesen and a lift station is proposed to be built.

Describe how all applicable requirements of this zoning regulation (RMC Title 23), the City Comprehensive Plan, the City Critical Area Regulations ( RMC Title 20), the City Shoreline Management regulations (RMC Title 26) and the City sign regulations (RMC Title 27) have been met:

The City of Richland adopted Ordinance 41-21 which changed the comprehensive plan designation of the site from a mixed designation to be all Commercial and changed the zoning district to be all General Business (C-3). The proposed RV park fits within the allowed uses in the C-3 zoning district and the proposal has been designed to meet the requirements for specific uses included in RMC 23.42.220. There are no critical areas on-site nor is the site subject to the SMP.

Identify the impacts which may occur to adjacent properties, surrounding areas and public facilities and how those impacts are proposed to be mitigated:

The proposal will not adversely affect land nearby or adjacent land uses.

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: MillieAnne VanDevender, AICP

Applicant Signature: MillieAnne VanDevender Date February 23, 2023





February 23, 2023

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

Project: Columbia River RV Park Special Use Permit, AHBL No. 2220559.30  
Subject: Special Use Permit Application

Dear Mr. Stevens:

Thank you for your assistance as we have worked to prepare this Special Use Permit submittal package for the Columbia River RV Park proposed by NC Ventures. This letter will provide a narrative summary of the project and outline compliance with the Richland Municipal Code, to supplement the forms we have completed for the City's review and use by the city's Hearing Examiner.

### PROJECT DESCRIPTION

NC Ventures wishes to construct and operate an RV Park on two parcels addressed as 2517 and 2525 Van Giesen St., Richland, WA 99354. The RV Park will be comprised of approximately 80 recreational vehicle spaces, three accessory buildings to be used as support facilities for the campers (registration, laundry, restrooms, etc), recreational areas including a fenced dog park, and relevant site improvements such as utility extensions and parking.

The RV Park will provide accommodations for travelers visiting Richland for brief visits as well as for those who wish to extend their stay longer, up to 12 months. The RV Park could also provide an affordable and convenient housing option for people who come to the area on a temporary basis for business, such as travelling medical staff, or anyone employed on a short-term contract.

The proposed RV Park site is approximately 7.13 acres in size and was previously home to the C & M Nursery, a commercial use. The Richland Riders Club (a horse stable) is located to the west of the site and Wood's Nursery is located farther to the west. The Knights of Columbus meeting hall occupies the parcel directly to the east of the subject site although the building is located farther to the south. There are various businesses and commercial uses dotting the north side of Van Giesen St. The businesses in the nearby vicinity and along Van Giesen St. do not occupy large or tall buildings and likewise, the proposed RV Park and accessory buildings will not be bulky or tall and will blend with the appearance of the area.

There is an existing septic system on site that will be decommissioned. The applicant is proposing to connect to the city sewer and water systems and improvements will include the installation of a sewer lift station. The extensive improvements to the utility system will constitute a substantial investment by the owner of the property. The owner is proposing to

*Civil Engineers*

*Structural Engineers*

*Landscape Architects*

*Community Planners*

*Land Surveyors*

*Neighbors*

*TRI-CITIES*

5804 Road 90

Suite H

Pasco, WA 99301

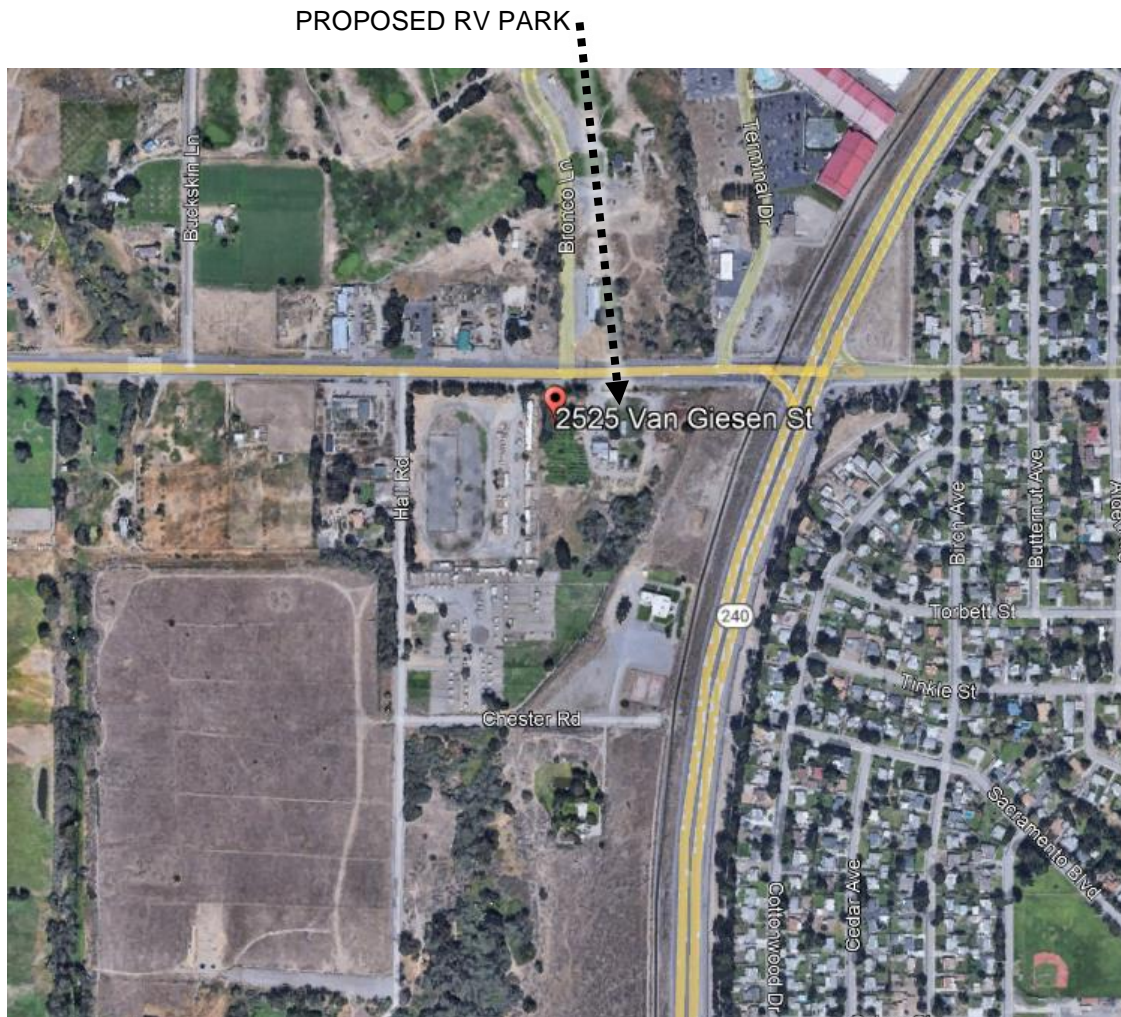
509.380.5883 TEL

[www.ahbl.com](http://www.ahbl.com)



construct a minimum of 80 spaces for parking of recreational vehicles, which is below the maximum of 155 spaces allowed by RMC 23.42.220.B. for the size of the site.

Vicinity Map:



**SPECIAL / CONDITIONAL USE PERMIT CRITERIA FOR APPROVAL**

We understand this project will be reviewed by the city's Hearing Examiner for criteria as listed in RMC 23.46.040. Listed below is each criterion (re-phased into a question) and our response.

*1) Do the size and dimensions of the site provide adequate area for the proposed use?*

The minimum required size of a recreational vehicle park is 100,000 square feet per RMC 23.42.220.A. The proposed RV Park will be situated on a parcel that is approximately 7.13 acres or 310,582 square feet in size and the dimensions of the site allow for a looped-road and efficient layout for the RV camping spaces. The design of the RV Park will take advantage of



the size and shape of the site to meet all the requirements for recreation space, RV spaces, and interior private streets and walkways as found in RMC 23.42.220.A. The size and dimensions of the site will be more than adequate for the proposed RV Park use.

*2) Will the physical conditions of the site, including size, shape, topography, and drainage, be suitable for the proposed development?*

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The site is mostly flat with a progressive slope that rises from the eastern property line toward the railroad property. The proposed RV Park will enjoy a natural buffer provided by this hill that will lessen the sounds and visual effects between the site, the railroad, and SR 240. Additionally, the applicant will work with the owners of the adjacent property to provide proper retaining walls along the east property line.

*3) Will all required public facilities necessary to serve the project have adequate capacity to serve the proposed project?*

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The site exists within an area of established infrastructure and ample access to available transportation. A traffic impact analysis was conducted for the Comprehensive Plan amendment application of the subject property in 2021; the study included an RV park as a possible use. The proposal includes site improvements that will connect to the existing water and sewer systems in place adjacent to the site and within Van Giesen St. Site improvements will include the extension of a sewer mainline and a sewer lift station.

The site has direct access to SR 224/ Van Giesen St. and indirect access to SR 240/Bypass Highway. There are two existing Ben Franklin Transit stops for Bus Route 120 (one is approximately 300 feet to the west and the other is approximately 500 feet to the east); an 80-space Park and Ride at 1600 Terminal Drive; the Richland Airport (approximately one mile north); rail services (to the east, although only used for freight); paved bike and pedestrian paths along SR 240; and a signalized intersection at Van Giesen and SR 240, with pedestrian crosswalks connecting all four corners.

A technical memorandum prepared by J-U-B Engineers for the site's Comprehensive Plan map amendment and rezone application includes an analysis which considers the traffic generation that could result from different uses, specifically an RV park. The report concludes that there is ample storage to accommodate the left turn movement on the existing center two-way left-turn lane, would require no additional right turn treatment, and during the PM peak hour the Level of Service (LOS) for driveway delay would be "C".

Additionally, a project to connect Van Giesen St. approximately from Jones Rd. to Kingsgate Way appears on the City of Richland's Six Year Transportation Improvement Plan from 2023-2028 which the City Council approved in 2022. The project appears to be a new 3-lane street with curb, gutter, sidewalk, bike lanes, streetlights and storm drainage facilities and is forecasted to be constructed in 2028 which will alleviate any congestion at the Van Giesen / SR-240 intersection (since traffic will be re-routed). The project will benefit the area and the patrons of the RV Park by allowing commuters from the Hanford site to drive south on the Kingsgate way extension, take a left on Van Giesen (eastbound) and travel to the RV Park.

*4) Have all of the applicable requirements of this zoning regulation (RMC Title 23), the city comprehensive plan, the city sensitive area regulations (RMC Title 20), the city shoreline*



*management regulations (RMC Title 26) and the city sign regulations (RMC Title 27) have been met?*

---

The City of Richland adopted Ordinance 41-21 which changed the comprehensive plan designation of the site from a mix of designations to be all Commercial and changed the zoning district to be all General Business (C-3) through the adoption of Ordinance 42-21. The proposed RV park fits within the allowed uses in the C-3 zoning district and the proposal has been designed to meet the requirements for specific uses included in RMC 23.42.220. There are no critical areas on-site nor is the site subject to the SMP. There are no signs proposed at this time.

*5) Will there be identified impacts on adjacent properties, surrounding uses and public facilities and if so, have they been adequately mitigated?*

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The proposal will not adversely affect land nearby or adjacent land uses. The parcels surrounding the proposed RV Park are designated as C-3 General Business or as AG Agricultural, both zoning districts that allow uses which would typically not be affected by any noise or lighting resulting from the operations of the RV Park. Any proposed development is not expected to result in an increased need for public safety services such as police and fire, beyond that which is typical of such development.

Thank you for your assistance on this important project. We look forward to working with you throughout the review and approval process.

If you have any questions, please call me at (509) 380-5883.

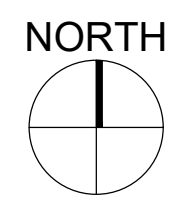
Sincerely,

A handwritten signature in black ink that reads "MillieAnne VanDevender".

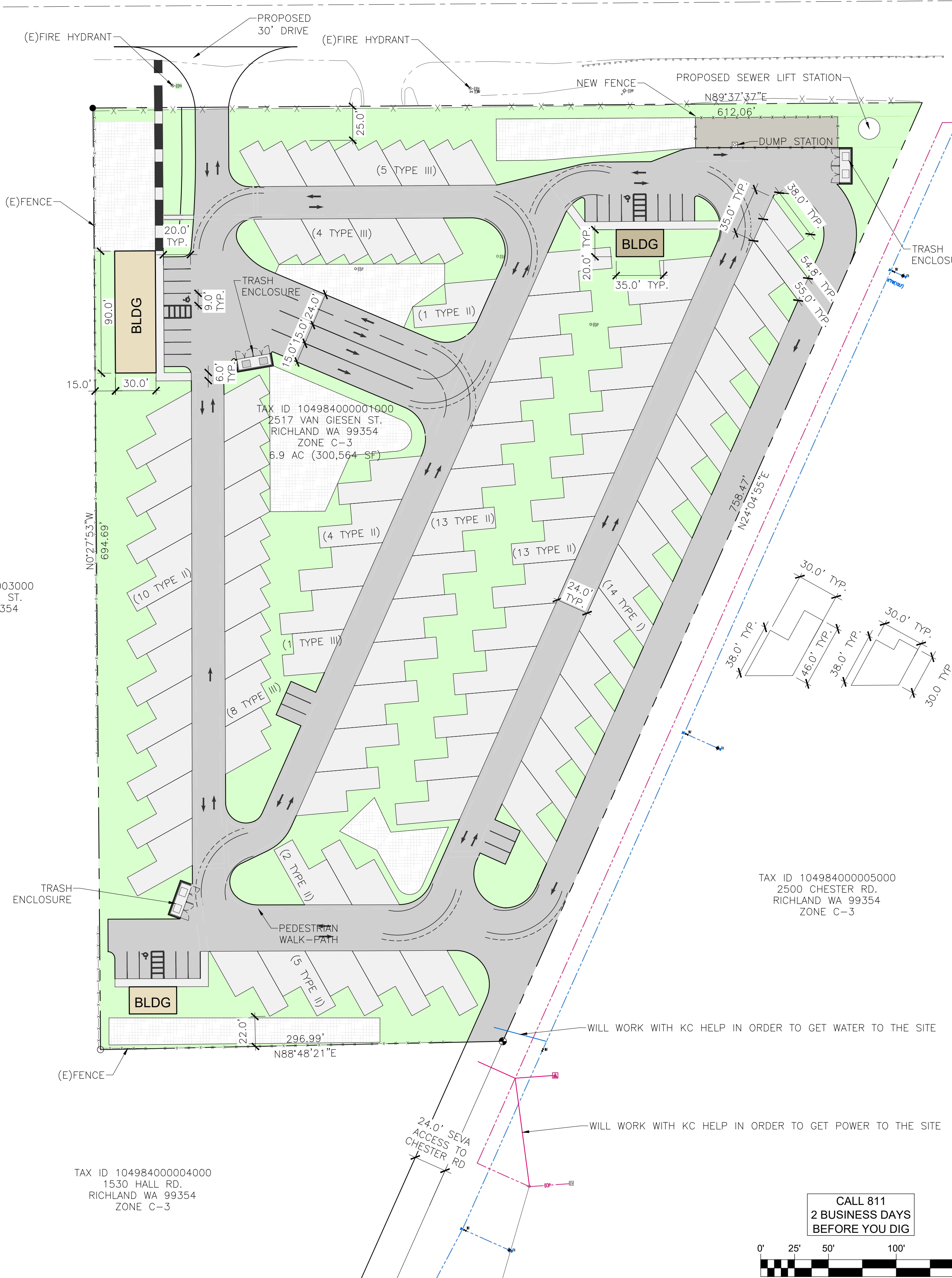
MillieAnne VanDevender, AICP  
Project Planner

c: Mr. Morgan Neal, NC Ventures  
Mr. Paul Knutzen, Knutzen Engineering





# VAN GIESEN ST



TAX ID 104984000003000  
2533 VAN GIESEN ST.  
RICHLAND WA 99354  
ZONE C-3

TAX ID 104984000001900  
2517 VAN GIESEN ST.  
RICHLAND WA 99354  
ZONE C-3  
6.9 AC (300,564 SF)

TAX ID 104984000005000  
2500 CHESTER RD.  
RICHLAND WA 99354  
ZONE C-3

TAX ID 104984000004000  
1530 HALL RD.  
RICHLAND WA 99354  
ZONE C-3

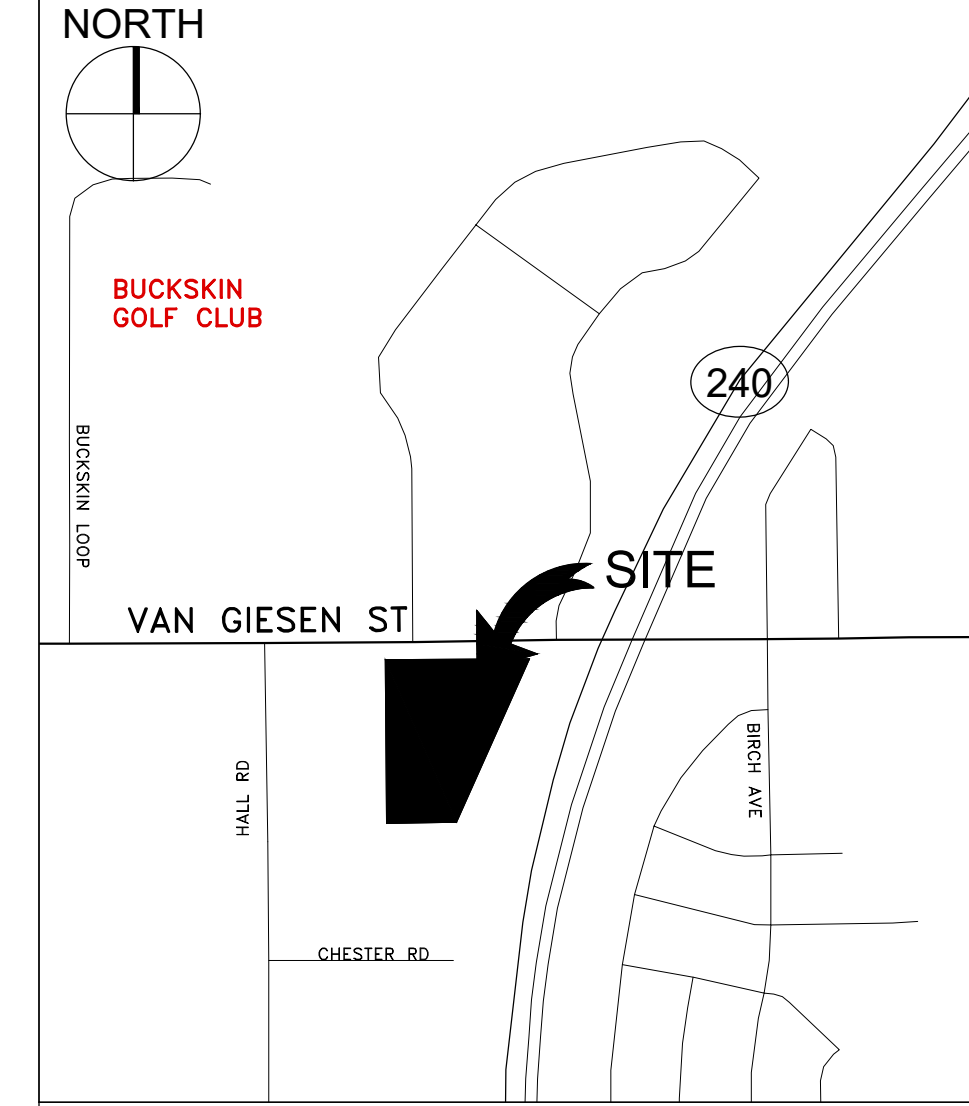
### MUNICIPAL CODE STD NOTES

- 23.42.220 RECREATIONAL VEHICLE PARK.
- (C) NO LESS THAN 8% OF THE TOTAL SITE AREA SHALL BE PROVIDED AS DEFINED RECREATION SPACE  
8% OF 300,564 SF = 24,045 SF REQUIRED  
PROVIDED = 24,471 SF
- (D) MINIMUM RV SPACE WIDTH MUST BE NO LESS THAN 25.0' (DESIGNED = 30.0')
- (G) MINIMUM SETBACKS REQUIRED:
  - 25.0' FROM A PUBLIC STREET
  - 5.0' FROM AN INTERIOR PRIVATE STREET
  - 15.0' FROM THE PARK BOUNDARY
- (A) OFF-STREET PARKING. 1 STALL PER EVERY 3 RV UNITS  
27 STALLS REQUIRED, 28 STALLS PROVIDED

### LEGEND

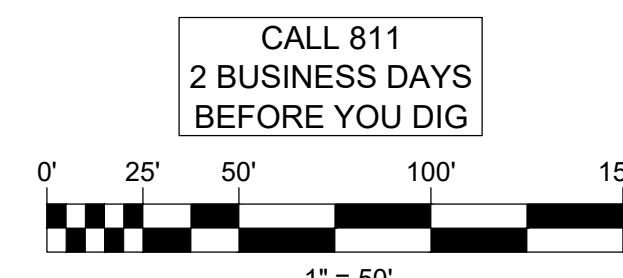
- ADA COMPLIANT PATH TO SIDEWALK
- RECREATION AREAS
- DOG PARK
- LANDSCAPING
- BUILDINGS
- ASPHALT
- CONCRETE

### VICINITY MAP



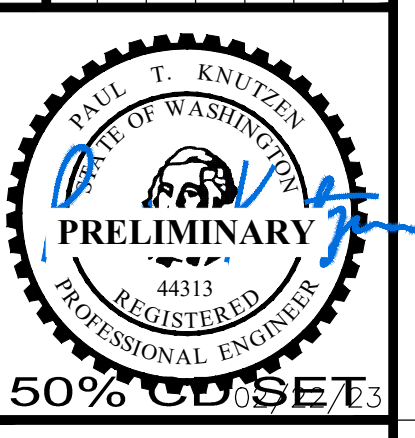
### NOTES

- PARKING: 25 STANDARD STALLS, 3 ACCESSIBLE STALLS, 28 STALLS TOTAL, 27 STALLS REQUIRED
  - UNIT COUNT:
    - 55.0' UNITS\* = 14 UNITS (TYPE I)
    - 46.0' UNITS = 48 UNITS (TYPE II)
    - 30.0' UNITS = 18 UNITS (TYPE III)
- 80 TOTAL RV STALLS  
\*(DRIVE-THRU UNITS)



5401 RIDGELINE DR.  
SUITE 160  
KENNEWICK, WA 99338  
1-509-222-0959  
www.knutzenengineering.com

NO.	REVISIONS	DATE	DESIGN	CHKD	APPD



50% CDSE/13

**NOT FOR CONSTRUCTION**  
**SITE PLAN**  
MORGAN NEAL  
COLUMBIA RIVER RV PARK  
2517 VAN GIESEN ST, RICHLAND, WA 99354

APPROVAL		
DESIGN	BTK	02/22/23
CHECKED	PTK	02/22/23
APPROVED	PTK	02/22/23
SCALE: AS NOTED		
CADFILE: 22192 C001		
JOB No.	REV.	
22192	△	

# SP01

**RECORD SURVEY  
AND TOPOGRAPHICAL SURVEY  
NC. VENTURES LLC**  
PORTION OF THE NE 1/4 OF THE SE 1/4  
SECTION 4 T9N, R28E, W.M.  
RICHLAND, BENTON COUNTY, WASHINGTON

E 1/4 COR SEC 4  
T9N, R28E, W.M.  
FND NAIL IN CONC  
IN MON CASE  
BENCH MARK  
ELEV=389.32

CEN SEC 4  
T9N, R28E, W.M.  
LOCATION FROM  
ROS 2834

FND NAIL IN CONC  
IN MON CASE  
INTERSECTION OF  
HALL ROAD AND  
VAN GIESEN ST

VAN GIESEN ST (SR224)  
S 89°37'37"W 1328.06

BASIS OF BEARING

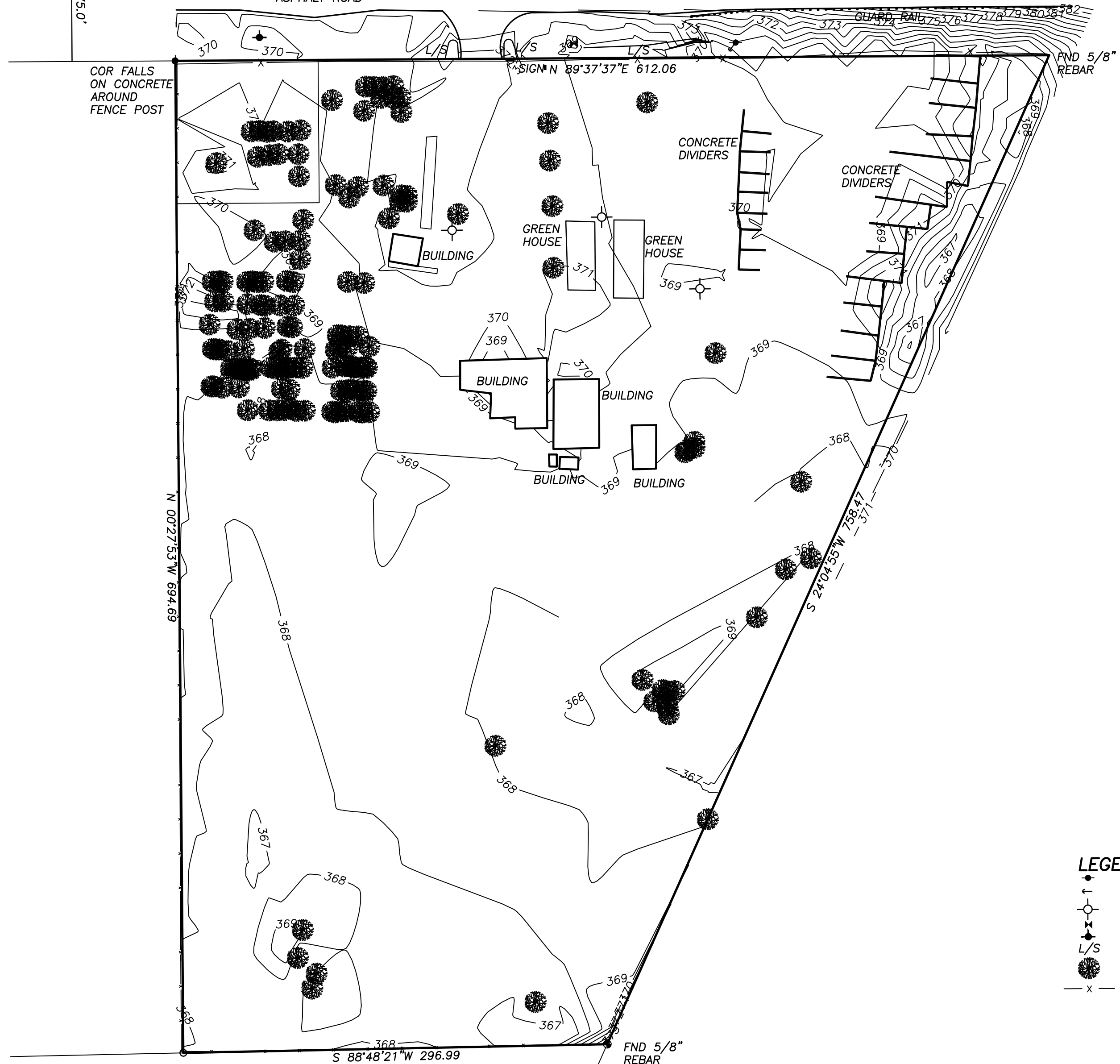
N LINE OF THE SE 1/4 S 88°48'21"W 2656.23

ASPHALT ROAD

COR FALLS  
ON CONCRETE  
AROUND  
FENCE POST

SIGN N 89°37'37"E 612.06

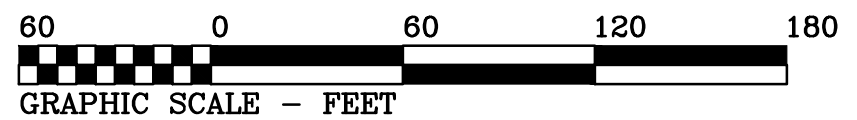
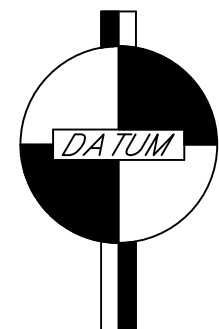
FND 5/8"  
REBAR



**LEGEND**

- POWER POLE
- GUY WIRE
- YARD LIGHT
- WATER VALVE
- FIRE HYDRANT
- LANDSCAPED AREA
- TREE
- FENCE

DATUM: NAVD 88  
CITY OF RICHLAND  
CONTROL POINTS  
E 1/4 COR SEC. 4  
T9N, R28E, W.M.  
ELEV=389.32'

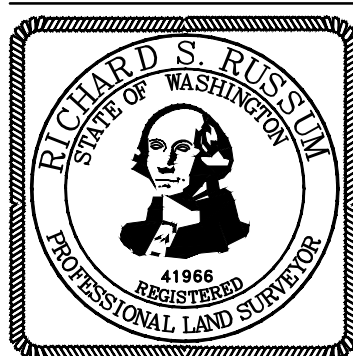


WORLEY SURVEYING SERVICE, INC., P.S.  
P.O. BOX 6132  
KENNEWICK, WASHINGTON 99336  
509-582-6716

**SURVEYOR'S CERTIFICATE**

THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF NC VENTURES LLC IN JULY 2022.

RICHARD S. RUSSUM PLS 41966



**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., AND RECORDED IN  
VOLUME \_\_\_\_\_ OF SURVEYS, PAGE \_\_\_\_\_, AT THE REQUEST OF  
WORLEY SURVEYING SERVICE, INC., P.S.

BENTON COUNTY AUDITOR \_\_\_\_\_ FEE NUMBER \_\_\_\_\_

RECORD SURVEY NUMBER \_\_\_\_\_

**SHEET  
1 OF 2**

JOB # 22-063



Order No.: **CBF11633**

**NC Ventures, LLC  
3802 S Highlands Blvd.  
West Richland, WA 99353**

Property Address: **2517 Van Giesen St.  
Richland, WA 99354**

ENCLOSED IS YOUR FINAL TITLE INSURANCE POLICY

OUR SINCERE THANKS FOR CHOOSING  
**CASCADE TITLE COMPANY OF BENTON-FRANKLIN COUNTIES**  
FOR YOUR TITLE AND ESCROW CLOSINGS.

**8203 WEST QUINAULT AVE, SUITE 10  
KENNEWICK, WA 99336  
Phone: 509-783-0660  
Fax: 509-783-6612**

**Quality Staff, Exceptional Service and Local Decision Making**



# OWNER'S POLICY OF TITLE INSURANCE



Policy Number **OX-13238438**

Issued by Old Republic National Title Insurance Company

**Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

Authorized Officer or Licensed Agent

By

Attest

President

Secretary



6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or  
(b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
- (ii) the character, dimensions, or location of any improvement erected on the Land;
- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

(a) a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

# CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## CONDITIONS (con't)

### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.



#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies

in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to

evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise,

or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when

the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000

shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it

by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499



**Old Republic National Title Insurance Company**  
**ALTA 2006 STANDARD OWNERS POLICY**

**SCHEDULE A**

FILE NO.: **CBF11633**

POLICY NO.: **OX-13238438**

ADDRESS

REFERENCE: **2517 Van Giesen St.  
Richland, WA 99354**

AMOUNT OF  
INSURANCE:

**\$625,000.00**

PREMIUM: **\$1,559.00**

DATE OF POLICY: **September 01, 2020 at 2:46 PM**

1. NAME OF INSURED:

**NC VENTURES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY**

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

**THE EQUITABLE ESTATE CREATED BY THE CONTRACT OF SALE FROM:**

**SELLER: HARLAN L. MCMULLEN AND BEVERLY K. MCMULLEN, ALSO KNOWN  
AS BEVERLY K. MARCUM, HUSBAND AND WIFE**

**BUYER: NC VENTURES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY**

**DATED: September 01, 2020**

**RECORDED: September 01, 2020**

**AUDITOR'S FILE NO.: 2020-033315**

**EXCISE TAX NO.: 153306**

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

**BEVERLY K. MCMULLEN, WHO TOOK TITLE AS BEVERLY K. MARCUM, A MARRIED WOMAN - AS TO  
PARCEL A AND HARLAN L. MCMULLEN AND BEVERLY K. MCMULLEN, HUSBAND AND WIFE - AS  
TO PARCEL B**

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

**SEE ATTACHED EXHIBIT "A"**

5. THIS POLICY INCORPORATES BY REFERENCE THOSE ALTA ENDORSEMENTS LISTED BELOW:

**NONE**

This policy valid only if Schedule B is attached.

**Old Republic National Title Insurance Company**  
**ALTA 2006 STANDARD OWNERS POLICY**

FILE NO.: CBF11633

POLICY NO.: OX-13238438

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE, AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES THAT ARISE BY REASON OF:

**General Exceptions:**

- A. RIGHTS OR CLAIMS DISCLOSED ONLY BY POSSESSION, OR CLAIMED POSSESSION, OF THE PREMISES.
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- C. EASEMENTS, PRESCRIPTIVE RIGHTS, RIGHTS-OF-WAY, STREETS, ROADS, ALLEYS OR HIGHWAYS NOT DISCLOSED BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR CONTRIBUTIONS TO EMPLOYEES 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR 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.

This policy valid only if Schedule A is attached

**Old Republic National Title Insurance Company  
ALTA 2006 STANDARD OWNERS POLICY**

FILE NO.: **CBF11633**

POLICY NO.: **OX-13238438**

**SPECIAL EXCEPTIONS:**

- 1. EASEMENTS AND THE TERMS AND CONDITIONS CONTAINED IN DEED RECORDED AUGUST 3, 1960 UNDER AUDITOR'S FILE NO. 441061.**
- 2. RIGHTS OF WAY FOR PIPELINES, DITCHES, CANALS, FLUMES, IF ANY CROSS SAID PREMISES, TOGETHER WITH THE RIGHT TO ENTER THEREON FOR THE PURPOSE OF REPAIR AND MAINTENANCE THEREOF.**
- 3. RIGHT-OF-WAY FOR VAN GIESEN, IF ANY, AND ANY EASEMENT RIGHTS OF ADJOINING PROPERTIES OR THE PUBLIC TO THAT PORTION OF THE LAND INCLUDED WITHIN SUCH RIGHT-OF-WAY, AS DISCLOSED BY MATTERS OF RECORD.**

**END OF SCHEDULE B EXCEPTIONS.**

SW/RB

**This policy valid only if Schedule A is attached.**

Old Republic National Title Insurance Company  
ALTA 2006 STANDARD OWNERS POLICY

FILE NO.: CBF11633

POLICY NO.: OX-13238438

EXHIBIT "A"

PARCEL A

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON DEFINED AS FOLLOWS:

THAT PORTION LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING ON THE NORTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER 143.28 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION;  
THENCE SOUTH 24°04'55" WEST 75.90 FEET TO THE SOUTH LINE OF VAN GIESEN ROAD;  
THENCE CONTINUING SOUTH 24°04'55" WEST 1005.71 FEET;  
THENCE SOUTH 41°30'02" WEST 478.66 FEET TO THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER, EXCEPT PORTION DEFINED AS FOLLOWS: WEST 539.44 FEET OF THE NORTH 758.39 FEET TO THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER:

LESS PORTION DEFINED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, WHICH IS DISTANCE 143.28 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION;  
THENCE SOUTH 24°04'55" WEST 838.61 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 24°04'55" WEST 246 FEET;  
THENCE SOUTH 41°30'02" WEST 478.66 FEET TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION;  
THENCE SOUTH 88°53'51" WEST ALONG SOUTH LINE 413.95 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;  
THENCE NORTH 0°27'52" WEST ALONG THE WEST LINE OF SAID SUBDIVISION 573.64 FEET;  
THENCE NORTH 88°48'21" EAST 836.24 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET AND WEST 30 FEET FOR ROAD:

LESS THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4 DEFINED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER WHICH IS A DISTANCE OF 143.28 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION;  
THENCE SOUTH 24°04'55" WEST 78.90 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF VAN GIESEN ST;  
THENCE SOUTH 89°33'00" WEST ALONG SAID RIGHT OF WAY LINE 512.67 FEET TO TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 89°33'00" WEST ALONG SAID RIGHT OF WAY LINE 100 FEET TO A POINT WHICH IS A DISTANCE OF 539.44 FEET FROM THE WEST LINE OF SAID NORTHEAST QUARTER OF SOUTHEAST QUARTER;  
THENCE SOUTH 0°27'52" EAST PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 100 FEET;  
THENCE NORTH 89°33'00" EAST 100 FEET;  
THENCE NORTH 0°27'52" WEST 100 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON DEFINED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER WHICH IS A DISTANCE OF 143.28 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION;



Old Republic National Title Insurance Company  
ALTA 2006 STANDARD OWNERS POLICY

FILE NO.: CBF11633

POLICY NO.: OX-13238438

THENCE SOUTH 24°04'55" WEST 78.90 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF  
VAN GIESEN ST;  
THENCE SOUTH 89°33'00" WEST ALONG SAID RIGHT OF WAY LINE 512.67 FEET TO TRUE POINT  
OF BEGINNING;  
THENCE CONTINUING SOUTH 89°33'00" WEST ALONG SAID RIGHT OF WAY LINE 100 FEET TO A  
POINT WHICH IS A DISTANCE OF 539.44 FEET FROM THE WEST LINE OF SAID NORTHEAST  
QUARTER OF SOUTHEAST QUARTER;  
THENCE SOUTH 0°27'52" EAST PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 100 FEET;  
THENCE NORTH 89°33'00" EAST 100 FEET;  
THENCE NORTH 0°27'52" WEST 100 FEET TO THE TRUE POINT OF BEGINNING.

This policy valid only if Schedule A is attached.

# SEPA ENVIRONMENTAL CHECKLIST

## ***Purpose of checklist:***

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

## ***Instructions for applicants:***

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

## ***Instructions for Lead Agencies:***

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

## ***Use of checklist for nonproject proposals:***

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project, applicant," and "property or site" should be read as "proposal, proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

## **A. Background**

1. Name of proposed project, if applicable:

**Columbia River RV Park Special Use Permit**

2. Name of applicant:

**AHBL, Inc. on behalf of property owner, NC Ventures**

3. Address and phone number of applicant and contact person:

**AHBL, Inc.  
MillieAnne VanDevender  
5804 Rd. 90  
Ste. H  
Pasco WA 99301  
(509)316-7145  
mvandevender@ahbl.com**

4. Date checklist prepared:

**February 22, 2023**

5. Agency requesting checklist:

**City of Richland**

6. Proposed timing or schedule (including phasing, if applicable):

**Construction of the various components of the project will begin as soon as the required permits are issued.**

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

**Once approved, the plan is to proceed with the construction and operation of an RV park.**

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

**Technical Memorandum by J-U-B Engineers "C&M Nursery Comprehensive Plan Amendment Traffic Study, dated February 25, 2021.**

**DNS issued September 2, 2021 (SEPA Register # 202104849) 2021 Annual Comprehensive Plan and Development Regulations amendment. City of Richland Docket No. CPA2021-101. The owner prepared a SEPA checklist for the individual amendment filed under City of Richland File CPA2021-104 and Z2021-104.**

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

**None known.**

10. List any government approvals or permits that will be needed for your proposal, if known.

**Site plan approval pursuant to RMC 23.42.240. Civil plans review. Building permits. Decommissioning of the on-site well and septic system. Demolition permit.**

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

**The proposal is for a Special Use Permit in order to construct and operate an RV Park of approximately 80 recreational vehicle spaces and three additional accessory buildings. The proposal area is 7.13 acres and is zoned C-3.**

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

**The proposal area is 2 lots with Benton County Parcel Numbers 1-0498-400-0001-000 and 1-0498-400-0002-000.**

**The site is situated in a portion of the Northeast Quarter of the Southeast Quarter of Section 4, Township 09 North, Range 28 East W.M. within the City of Richland, Benton County, Washington.**

**The assigned addresses are 2517 and 2525 Van Giesen St., Richland, WA 99354. The site was previously used for C&M Nursery.**

## **B. Environmental Elements**

### **1. Earth**

- a. General description of the site:  
(circle one): **Flat**, rolling, hilly, steep slopes, mountainous, other \_\_\_\_\_

**The site is generally flat, sloping upward from the east property line toward the railroad property, and slopes slightly downward to the south.**

- b. What is the steepest slope on the site (approximate percent slope)?

**Maximum natural grade is about 2%.**

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.



**The majority of the site has Pasco silt loam soil. There is a small amount classified as Quincy loamy sand along the east/southeast parcel line. A portion of the site lies within the mapped 500-year floodplain of the Yakima River, yet no hydric soils are present according to the USDA Natural Resources Conservation Services.**

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

**There are no indications of unstable soils at the project site.**

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

**Soil-disturbing work will be that typical of commercial construction and will be subject to local regulations.**

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

**None known at this time.**

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

**The proposed development will not exceed the maximum percentage of impervious surfaces allowed by the Richland Municipal Code.**

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

**Standard erosion control methods will be used such as silt fencing and dust control, as necessary.**

## **2. Air**

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

**Emissions will be generally limited to that resulting from trips to and from the site by employees and occupants.**

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

**The subject site will be affected by vehicle emissions because it is located near the intersection of Van Giesen St. and By-pass Highway/SR 240, a principal arterial. There are railroad tracks due east of the property so there will also be emissions from trains. The site may also be affected by odors due to its proximity to the Richland Riders Club, an equestrian boarding / riding facility.**

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

**None proposed.**

### 3. Water

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

**No surface water is located in the immediate vicinity. The Yakima River is located approximately over three thousand feet away (to the west).**

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

**No.**

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

**None.**

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

**No.**

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

**No. A portion of the site is in Zone B (500-year floodplain) and the remainder is outside of Zone A (100-year floodplain) or B.**

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

**No.**

- b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

**There is currently a well on-site that will not be used for the proposed project. The City of Richland maintains a water main along Van Giesen St. although there**

**is not a lateral line provided to the site at this time. The applicant will work with adjacent property owners to provide access to city water.**

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

**There is currently a septic system on site that will be decommissioned and the site will connect to city sewer.**

- c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

**Runoff will occur due to RV and building roofs, parking spaces, and internal streets. The stormwater will infiltrate on site.**

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

**We anticipate that no waste material will be discharged to the groundwater.**

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

**Drainage patterns on the site will be altered with grading and the construction of parking and streets however, drainage patterns within the vicinity of the site will remain unchanged.**

- d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

**None proposed.**

#### 4. Plants

- a. Check the types of vegetation found on the site:

**There are many different species of plants found on the site as it is currently occupied by a landscaping business.**

- deciduous tree: alder, maple, aspen, other  
 evergreen tree: fir, cedar, pine, other  
 shrubs  
 grass  
 pasture  
 crop or grain  
 Orchards, vineyards or other permanent crops.

- \_\_\_ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other  
\_\_\_ water plants: water lily, eelgrass, milfoil, other  
X other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?

**Some existing vegetation on the site will be cleared.**

- c. List threatened and endangered species known to be on or near the site.

**There are no known threatened or endangered plant species on the site.**

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

**Adequate landscaping to enhance and beautify the recreational vehicle park as well as minimize noise and visual problems will be provided pursuant to code requirements.**

- e. List all noxious weeds and invasive species known to be on or near the site.

**None known.**

## 5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other:

- b. List any threatened and endangered species known to be on or near the site.

**None known.**

- c. Is the site part of a migration route? If so, explain.

**Yes, the entire Columbia Basin is part of a migration route.**

- d. Proposed measures to preserve or enhance wildlife, if any:

**No mitigation is proposed.**

- e. List any invasive animal species known to be on or near the site.

**None are known.**



## 6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

**Electricity will be utilized to meet the energy needs of the site users.**

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

**Any proposed development will not affect the potential uses of solar energy by adjacent properties.**

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

**Any proposed development will meet applicable state and local energy codes.**

## 7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

**None are known.**

- 1) Describe any known or possible contamination at the site from present or past uses.

**No known contamination is present at the site. The site was used as a plant nursery for many decades.**

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

**No known hazardous chemicals/conditions are present at the proposed development site.**

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

**No known toxic or hazardous chemicals will be stored, used, or produced during the potential project's development or construction.**

- 4) Describe special emergency services that might be required.

**None known.**

5) Proposed measures to reduce or control environmental health hazards, if any:

**No measures are proposed.**

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

**The predominant noise in the area is from traffic on nearby streets and the railroad. The at-grade train crossing across Van Giesen St. does produce noise in the form of train horns.**

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

**Short-term noise will be generated during the construction phase of any development. Long-term noise will be typical of multifamily residential uses.**

3) Proposed measures to reduce or control noise impacts, if any:

**Noise impacts produced during any future construction will be limited to working hours. Compliance with the City of Richland Municipal code with regards to noise will be followed.**

## 8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

**The site recently ceased operations as a Plant Nursery business (Commercial Use). On the west is the Richland Riders Club (a horse stable) and another nursery business; the Knights of Columbus meeting hall occupies the parcel directly to the east of the subject site; Van Giesen Street is adjacent to the parcel to the north; and there are various businesses and commercial uses located along the north side of Van Giesen St.**

**The proposal will not adversely affect land nearby or adjacent land uses.**

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

**The project site has not been used as working farmland or forest land. There will not be any conversion of agricultural or forest land of long-term commercial significance.**

1) Will the proposal affect or be affected by surrounding working farm or forest land normal

business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

**The proposal will not affect surrounding farm/forest work.**

- c. Describe any structures on the site.

**There are two permanent structures on the site; a “Homestead” used for customer restrooms, and a main retail building. There are also several small out-buildings related to the landscape business, all located on the northern portion of the parcel.**

- d. Will any structures be demolished? If so, what?

**All existing structures on site will be demolished.**

- e. What is the current zoning classification of the site?

**C-3 General Business Use**

- f. What is the current comprehensive plan designation of the site?

**COM-Commercial**

- g. If applicable, what is the current shoreline master program designation of the site?

**Not applicable. The site is not within shoreline jurisdiction.**

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

**No.**

- i. Approximately how many people would reside or work in the completed project?

**An average of 150 will work or stay on-site when the park is at full capacity.**

- j. Approximately how many people would the completed project displace?

**No individuals will be displaced.**

- k. Proposed measures to avoid or reduce displacement impacts, if any:

**None proposed.**

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

**None proposed.**

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

**None proposed.**

## 9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

**The proposal includes approximately 80 designated spots for recreational vehicles. The RV Park will provide accommodations for travelers visiting Richland for brief visits as well as for those who wish to extend their stay longer, up to 12 months. The RV Park could also provide an affordable and convenient housing option for people who come to the area on a temporary basis for business, such as travelling medical staff, or anyone employed on a short-term contract.**

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

**No housing units will be eliminated.**

- c. Proposed measures to reduce or control housing impacts, if any:

**None proposed.**

## 10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

**All structures will be in accordance with the City of Richland Zoning District standards and the height of structures will not exceed the maximum height allowed.**

- b. What views in the immediate vicinity would be altered or obstructed?

**The current commercial development is in view from travelers using Van Giesen St. The proposal will add RV spaces which will also be seen on Van Giesen St. and the Bypass highway/Stevens.**

- c. Proposed measures to reduce or control aesthetic impacts, if any:

**Landscaping as required in the City code.**



## 11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

**Light will be typical of high density residential development. Pursuant to RMC 23.42.220, streets and walkways shall be well-lighted.**

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

**Minimal impacts would result from lighting or glare.**

- c. What existing off-site sources of light or glare may affect your proposal?

**Light from adjacent streets.**

- d. Proposed measures to reduce or control light and glare impacts, if any:

**None proposed.**

## 12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

- **The Richland Riders Club is located adjacent to the site (to the west)**
- **The city park "W.E. Johnson Park" is less than one mile away (to the south)**
- **CBRC Health & Wellness Clinic is approx. ¼ mile away (to the north)**
- **Buckskin Golf Course is approx. ¼ mile away (to the north)**

- b. Would the proposed project displace any existing recreational uses? If so, describe.

**The proposed development will not displace existing recreational uses.**

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

**The proposal includes a fenced dog park and over 24,000 square feet of recreational space.**

## 13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

**While the structures on the site are over 45 years old, they would not be eligible for any special designation.**

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material

evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

**None are known to exist on the proposed development site.**

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

**We consulted the Washington State Department of Archaeology and Historic Preservation website and found the area is mapped “Survey Highly Advised: High Risk.” Any future commercial development involving ground disturbance may be subject to regulations pertaining to this classification and any inadvertent discovery regulations or protocols of the City of Richland.**

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

**Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48).**

#### **14. Transportation**

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

**The site will continue to be accessed via Van Giesen St.**

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

**Yes, public transit currently serves the site. There are two Ben Franklin Transit (BFT) stops on the north side of Van Giesen St, one to the east of the property and one to the west. Across of Van Giesen St. is a BFT Park and Ride lot.**

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

**Parking will be required pursuant to the Code.**

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

There are no deficiencies in the access for the present use.

A technical memorandum prepared by J-U-B Engineers for the site's Comprehensive Plan map amendment and rezone application includes analysis which considers the traffic generation that could result from different uses, and includes an RV park. The report concludes that there is ample storage to accommodate the left turn movement on the existing center two-way left-turn lane, would require no additional right turn treatment, and during the PM peak hour the Level of Service (LOS) for driveway delay would be "C".

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

There are existing railroad lines to the east of the property. The Richland Airport is approximately one mile to the north. No use of these facilities is proposed.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

A technical memorandum prepared by J-U-B Engineers describes existing conditions and projects vehicle trips for the future RV park using the ITE Trip Generation Manual 10<sup>th</sup> Edition (Land Use 417) using 140 RV sites. RV parks generate 0.27 trips (65% in / 35% out) per occupied RV site during the PM peak hour, which would amount to 38 PM peak hour trips (25 in / 13 out) for 140 RV sites.

The proposal is for approximately 75 RV sites which would result in 20.25 PM peak hour trips (13 in / 7 out).

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No, the proposal would not affect the movement of agricultural or forest products.

- h. Proposed measures to reduce or control transportation impacts, if any:

Any transportation impact fees will be addressed at the time of the building permits.

## 15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Any proposed development is not expected to result in an increased need for public safety services such as police and fire, beyond that which is typical of such development.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

None proposed.

### 16. Utilities

- a. Circle utilities currently available at the site:  
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other \_\_\_\_\_
- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed.

**Water and Sewer:** the City of Richland maintains a water line within Van Giesen St. yet the site is not presently connected to city water or sewer


**Electricity:** City of Richland

**Refuse Service:** City of Richland

**Communication:** Century Link and Charter Communications are service providers in the area. Zippy fiber is expected in the near future.

### C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: \_\_\_\_\_  \_\_\_\_\_

Name of signee: MillieAnne VanDevender, AICP

Position and Agency/Organization: Project Planner / AHBL, Inc.

Date Submitted: February 23, 2023

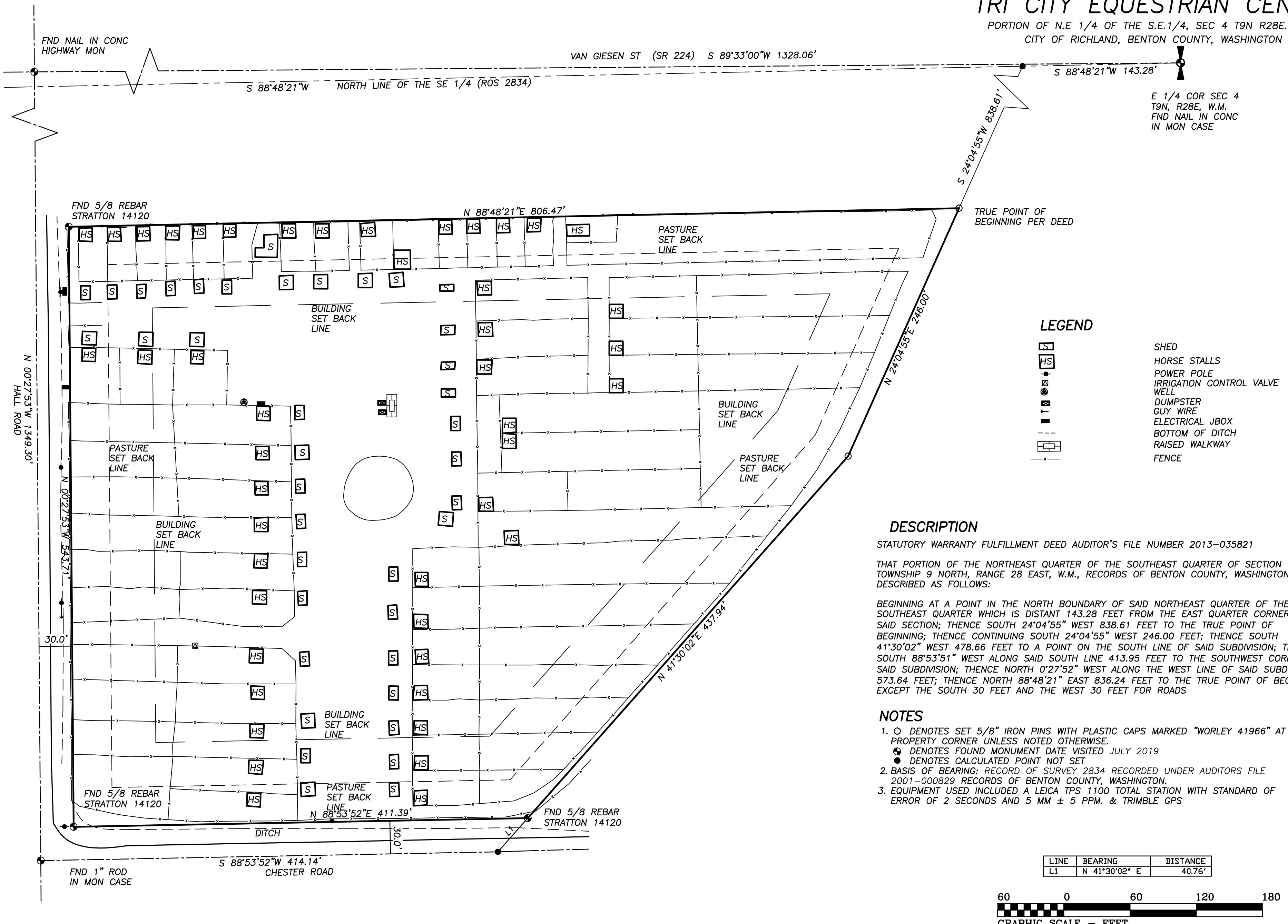
### D. Supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

OMITTED

# RECORD AND TOPOGRAPHICAL SURVEY TRI CITY EQUESTRIAN CENTER

PORTION OF N.E. 1/4 OF THE S.E. 1/4, SEC 4 T9N R28E., W.M.  
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



E 1/4 COR SEC 4  
T9N, R28E, W.M.  
FND NAIL IN CONC  
IN MON CASE

### LEGEND

- SHED
- HORSE STALLS
- POWER POLE
- IRRIGATION CONTROL VALVE
- WELL
- DUMPSTER
- GUY WIRE
- ELECTRICAL JBOX
- BOTTOM OF DITCH
- RAISED WALKWAY
- FENCE

### DESCRIPTION

STATUTORY WARRANTY FULFILLMENT DEED AUDITOR'S FILE NUMBER 2013-035821

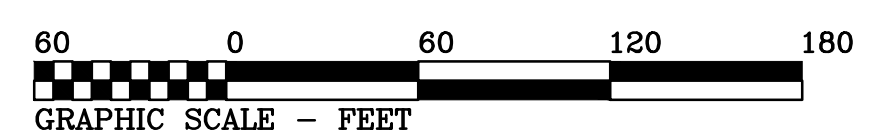
THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH BOUNDARY OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER WHICH IS DISTANT 143.28 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 24°04'55" WEST 838.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 24°04'55" WEST 246.00 FEET; THENCE SOUTH 41°30'02" WEST 478.66 FEET TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION; THENCE SOUTH 88°53'51" WEST ALONG SAID SOUTH LINE 413.95 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 0°27'52" WEST ALONG THE WEST LINE OF SAID SUBDIVISION 573.64 FEET; THENCE NORTH 88°48'21" EAST 836.24 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET AND THE WEST 30 FEET FOR ROADS

### NOTES

1. ○ DENOTES SET 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY 41966" AT PROPERTY CORNER UNLESS NOTED OTHERWISE.
- DENOTES FOUND MONUMENT DATE VISITED JULY 2019
- DENOTES CALCULATED POINT NOT SET
2. BASIS OF BEARING: RECORD OF SURVEY 2834 RECORDED UNDER AUDITORS FILE 2001-000829 RECORDS OF BENTON COUNTY, WASHINGTON.
3. EQUIPMENT USED INCLUDED A LEICA TPS 1100 TOTAL STATION WITH STANDARD OF ERROR OF 2 SECONDS AND 5 MM ± 5 PPM. & TRIMBLE GPS

LINE	BEARING	DISTANCE
L1	N 41°30'02" E	40.76'

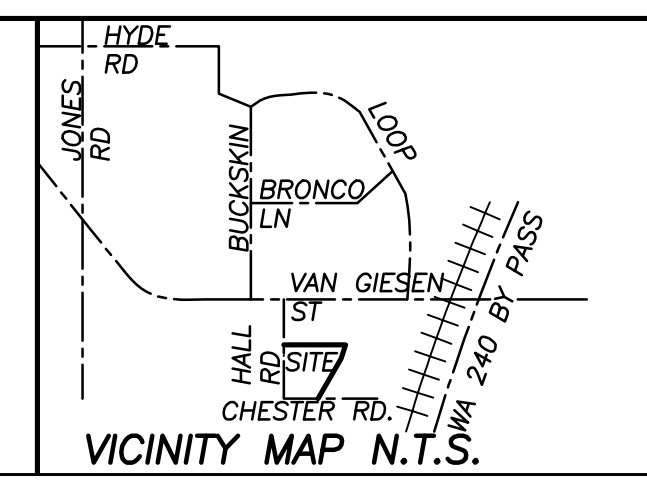
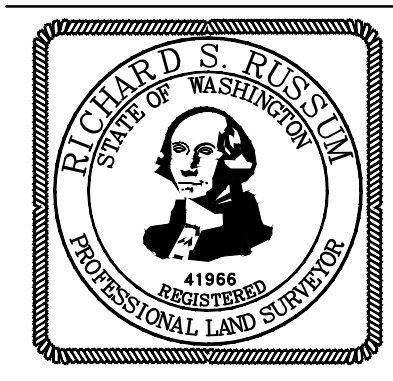


**AUDITOR'S CERTIFICATE**  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., AND RECORDED IN  
VOLUME \_\_\_\_\_ OF SURVEYS, PAGE \_\_\_\_\_, AT THE REQUEST OF  
TRI CITY EQUESTRIAN CENTER.

BENTON COUNTY AUDITOR \_\_\_\_\_ FEE NUMBER \_\_\_\_\_  
RECORD SURVEY NUMBER \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**  
THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN  
CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE  
REQUEST OF TRI CITY EQUESTRIAN CENTER IN JULY 2019.

RICHARD S. RUSSUM PLS 41966



WORLEY SURVEYING SERVICE, INC., P.S.  
P.O. BOX 6132  
KENNEWICK, WASHINGTON 99336  
509-582-6716

SHEET  
1 OF 1

JOB #19-064

**From:** [MillieAnne VanDevender](#)  
**To:** [Howie, Matthew](#)  
**Cc:** [Morgan Neal](#); [Paul Knutzen](#); [Nicole Stickney](#)  
**Subject:** NC Ventures RV Park SUP application  
**Date:** Thursday, March 9, 2023 11:29:29 AM

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

Matthew,

Thank you for your call today regarding the Special Use Permit application we submitted for an RV Park on Van Giesen. It is my understanding that you would like us to provide clarification on the overall size of the site where the park is proposed as well as clarification on whether or not RMC 23.42.220.O is still a requirement and if we have initiated contact with that agency.

First, the site is 7.22 acres.

I found the code section that you were asking about and copied it below.

RMC 23.42.220.O:

“All recreational vehicle parks shall comply with rules and regulations of the Washington State Board of Health.”

The project will be subject to, and comply with, any applicable rules and regulations of the Washington State Board of Health. It is our understanding that there are no proposals to include items or activities at this time that would trigger such rules and regulations. There are no plans to construct a swimming pool at this time or to provide certain food vending activities that would require coordination with the Washington State Board of Health. However, if that changes, such approval will be sought.

Thanks,  
MillieAnne

**MillieAnne VanDevender, AICP** | Project Planner  
**AHBL, Inc.** | TACOMA • SEATTLE • SPOKANE • **TRI-CITIES**  
509.380.5883 **TEL** | 509.316.7145 **DIRECT** | [mvandevender@ahbl.com](mailto:mvandevender@ahbl.com) **EMAIL**

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