



## CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING (Z2023-106)

Notice is hereby given that Aqtera Engineering, has filed a change of zoning application to rezone approximately 4.7 acres near the intersection of Keene Road and Queensgate Drive from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Commercial (C-2). This change of zoning is intended to implement the Comprehensive Plan and Property Use and Development Agreement Ord. 2022-03. The project site is currently vacant and located south of Keene Road and west of Queensgate Drive (APN 1-2298300002005).

A public hearing on the proposed site plan review will be held before the Hearing Examiner on Monday, June 12, 2023 at 6:00 PM within the City Council Chambers located at 625 Swift Blvd. All interested parties are invited to attend and present testimony at the public hearing or via Zoom by visiting the City's website: [www.ci.richland.wa.us](http://www.ci.richland.wa.us).

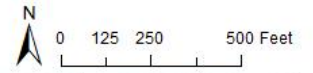
**Environmental Review:** The proposal is not subject to environmental review according to WAC 197-11-904.

**Public Comment:** Any person desiring to express their views or to be notified of any decision pertaining to this application should notify Kyle Hendricks, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to [khendricks@ci.richland.wa.us](mailto:khendricks@ci.richland.wa.us). Written comments should be received no later than 5:00 p.m. on Friday, June 2nd, 2023, to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing. Written comment will not be accepted after 6 p.m. on Sunday, June 11th, 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 Division at the above referenced address with questions related to the available appeal process.

# Vicinity Map

Item: 2155 Keene Rd  
Applicant: Peter Harpster  
File #: Z2023-106





**City of Richland  
Development Services**

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

### Zoning Map Amendment Application

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

<b>PROPERTY OWNER INFORMATION</b>		<input type="checkbox"/> Contact Person
Owner: Columbia Valley Property Holdings/Mallikarjuna R Vallem		
Address: 500 108th Ave NE, Suite 1100-1, Bellevue WA 98004		
Phone: 619-400-7845	Email: mvallem@brickwise-holdings.com	

<b>APPLICANT/CONTRACTOR INFORMATION (if different)</b>		<input checked="" type="checkbox"/> Contact Person
Company: Aqtera Engineering	UBI#:	
Contact: Peter Harpster		
Address: 2815 Saint Andrews Loop, Suite C, Pasco WA 99301		
Phone: 509-212-9596	Email: pharpster@aqtera.com	

<b>DESCRIPTION OF WORK</b>
Rezone 4.7 acres to C-2 Commercial

<b>PROPERTY INFORMATION</b>		
Parcel #: unknown		
Legal Description: Revised Lot 3 Record of Survey for Boundary Line Adjustment Survey #5735		
Current Zoning: AG & Sub AG	Current Comp Plan: Commercial	Requested Zoning: C-2
Current Use: Vacant	Proposed Use: Retail	Area of Property: 4.7

<b>APPLICATION MUST INCLUDE</b>
<ol style="list-style-type: none"> <li>1. Completed application and filing fee</li> <li>2. Title Report showing ownership, easements, restrictions, and accurate legal description of the property involved</li> <li>3. Other information as determined by the Administrator</li> </ol>

<b>ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE</b>
The unique characteristics, if any, of the property or circumstances of the owner:  Refer to attached narrative.
Any hardship that may result in the event the rezone is not granted:  Refer to attached narrative.

<p>The manner in which the proposed rezone conforms to patterns in adjacent zones:</p> <p>Refer to attached narrative.</p>
<p>Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:</p> <p>Refer to attached narrative.</p>
<p>Any beneficial or adverse effects the granting or denial of the rezone would have in relation to the overall purpose and intent of the comprehensive plan and this title:</p> <p>Refer to attached narrative.</p>
<p>The benefits or detriments accruing to the City which would result from the granting or denial of this special permit:</p> <p>Refer to attached narrative.</p>
<p>Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:</p> <p>Refer to attached narrative.</p>
<p>Whether the proposed rezone represents spot zoning and whether a larger area should be considered:</p> <p>Refer to attached narrative.</p>
<p>Identify impacts on the environment and public safety:</p> <p>Refer to attached narrative.</p>

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.*

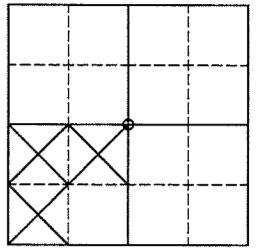
Mallikarjuna Vallem

Applicant Printed Name: \_\_\_\_\_

Applicant Signature: Mallikarjuna Vallem Date 4/28/2023

**RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT** **SURVEY #5135**  
 PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,  
 TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,  
 BENTON COUNTY, WASHINGTON.

SECTION INDEX  
 S 22, T 9 N, R 28 E, WM  
 BENTON COUNTY, WA



**ORIGINAL LEGAL DESCRIPTIONS**

LOT 1

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°53'51" A DISTANCE OF 454.63 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'48" A DISTANCE OF 651.57 FEET; THENCE NORTH 88°25'48" EAST A DISTANCE OF 276.58 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 98.91 FEET; THENCE NORTH 00°41'01" WEST A DISTANCE OF 883.15 FEET; THENCE NORTH 42°11'07" EAST A DISTANCE OF 376.94 FEET TO THE HEREINBEFORE SAID RIGHT-OF-WAY MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 59°04'12" WEST A DISTANCE OF 10.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°06'20" A DISTANCE OF 10.47 FEET; THENCE NORTH 70°46'11" WEST, ALONG SAID MARGIN, A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 60°52'21" WEST A DISTANCE OF 247.80 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°29'59" A DISTANCE OF 247.82 FEET; THENCE NORTH 66°00'37" WEST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

LOT 2

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET; THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 242.31 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 767.54 FEET; THENCE SOUTH 88°25'48" WEST A DISTANCE OF 276.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 9540.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 02°05'05" EAST A DISTANCE OF 740.58 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'56" A DISTANCE OF 740.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO THE POINT OF BEGINNING.

LOT 3

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID MARGIN THROUGH A CENTRAL ANGLE OF 2°29'37" A DISTANCE OF 247.65 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 131.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'40" A DISTANCE OF 285.89 FEET; THENCE SOUTH 89°57'18" WEST A DISTANCE OF 199.29 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 736.83 FEET TO THE POINT OF BEGINNING.

LOT 4

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°29'16" EAST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 00°29'16" WEST A DISTANCE OF 736.83 FEET; THENCE NORTH 89°57'18" EAST A DISTANCE OF 199.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1090.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 08°29'16" WEST A DISTANCE OF 168.57 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°52'11" A DISTANCE OF 168.74 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°21'44" A DISTANCE OF 1392.33 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89°14'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 105.00 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 79.99 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

**FOUND CORNERS**

- F1: FOUND WORLEY REBAR AND CAP LS 41966 0.10'W OF CORNER
- F2: FOUND WORLEY REBAR AND CAP LS 41966 0.15'W AND 0.14'S OF CORNER
- F3: FOUND WORLEY REBAR AND CAP LS 41966 0.10'W OF CORNER
- F4: FOUND WORLEY REBAR AND CAP LS 41966 0.10'E AND 0.10'S OF CORNER
- F5: FOUND 1/2" CRIMPED IRON PIPE 0.78'S OF CORNER
- F6: FOUND WORLEY REBAR AND CAP LS 13352 3.81'N OF CORNER
- F7: FOUND BENT 5/8" REBAR WITH NO CAP 0.22'W AND 0.12'N OF CORNER
- F8: FOUND 1/2" CRIMPED IRON PIPE AT CORNER
- F9: FOUND WORLEY REBAR AND CAP LS 13352 AT CORNER
- F10: FOUND WORLEY REBAR AND CAP LS 41966 0.19'W AND 0.13'N OF CORNER
- F11: FOUND 1/2" CRIMPED IRON PIPE 0.53'E AND 0.76'N OF CORNER
- F12: FOUND WORLEY REBAR AND CAP LS 41966 1.23'W AND 0.64'N OF CORNER
- F13: FOUND WORLEY REBAR AND CAP LS 13352 2.23'W AND 1.25'N OF CORNER
- F14: FOUND WORLEY REBAR AND CAP LS 13352 2.13'W AND 1.04'N OF CORNER
- F15: FOUND WORLEY REBAR AND CAP LS 41966 0.24'W AND 0.16'N OF CORNER
- F16: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
- F17: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
- F18: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
- F219: FOUND WORLEY REBAR AND CAP LS 41966 1.36'E AND 1.08'S OF CORNER

**ORIGINAL PARCEL AREAS**

PARCEL 1	451,061 SF±
PARCEL 2	202,070 SF±
PARCEL 3	205,128 SF±
PARCEL 4	718,979 SF±
TOTAL	1,577,238 SF±

**REVISED PARCEL AREAS**

PARCEL 1	333,696 SF±
PARCEL 2	138,316 SF±
PARCEL 3	204,845 SF±
PARCEL 4	900,381 SF±
TOTAL	1,577,238 SF±

**BASIS OF BEARING**

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

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS 15<sup>th</sup> DAY OF NOVEMBER,  
 2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF  
 THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.

RECORDING NUMBER 2022-035589

Brenda Chilton  
 COUNTY AUDITOR

B01 P5135

FEE

Muanta (Deputy)

BY

**SURVEY FOR**

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC  
 16455 NE 99TH STREET  
 REDMOND, WA98052

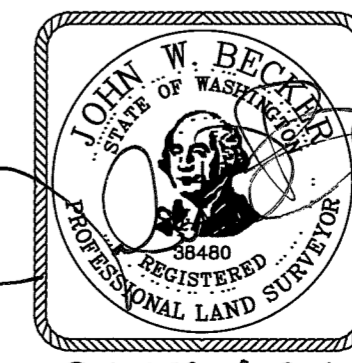
**EQUIPMENT USED**

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

**SURVEYOR'S CERTIFICATE**

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE  
 STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP  
 CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY  
 DIRECT SUPERVISION IN SEPTEMBER, 2022, IN COMPLIANCE WITH THE  
 REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09  
 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF COLUMBIA VALLEY  
 PROPERTY HOLDINGS, LLC.

John W. Becker 10-14-2022  
 JOHN W. BECKER, PLS 38480 DATE



DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



TACOMA · SEATTLE · SPOKANE · TRI-CITIES

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

2022-035589 B: 01 P: 5135 SUR  
 11/16/2022 10:32:17 AM Pages: 5 Fee: \$307.50  
 Benton County Auditor's Office

SURVEY # 5735 SHEET 2 OF 5

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

**REVISED LEGAL DESCRIPTIONS**

REVISED LOT 1

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°55'07" EAST A DISTANCE OF 40.40 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°05'32" A DISTANCE OF 207.42 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 59°04'12" EAST A DISTANCE OF 10.47; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'20" A DISTANCE OF 10.47 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE NORTH LINE OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°14'37" WEST ALONG SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 280.89 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 579.01 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 2

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 498.95 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 137.14 FEET TO THE SOUTHWEST CORNER OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 767.54 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°14'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID LOT A DISTANCE OF 181.98 FEET; THENCE SOUTH 00°29'16" EAST A DISTANCE OF 621.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE SOUTH 08°13'19" EAST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 3

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 155.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 12.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 70.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 4

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

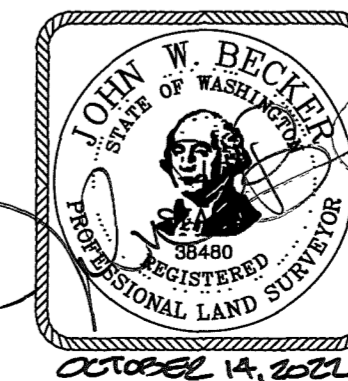
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 125.03 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 371.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS NORTH 47°48'07" WEST A DISTANCE OF 40.88 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET; THENCE NORTH 08°13'19" WEST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 1201.00 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS NORTH 61°55'07" WEST A DISTANCE OF 40.40 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY MARGIN AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN, NORTH 66°00'37" WEST A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS SOUTH 18°47'04" EAST A DISTANCE OF 44.04 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO SAID SOUTHERLY MARGIN; THENCE NORTH 68°05'20" WEST A DISTANCE OF 155.77 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°29'16" WEST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" WEST A DISTANCE OF 105.0 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS 15<sup>th</sup> DAY OF November,  
 2022 AT 32 MINUTES PAST 10 A.M. RECORDS OF  
 THE BENTON COUNTY AUDITOR, KENNEWICK WASHINGTON.  
 RECORDING NUMBER 2022-035589

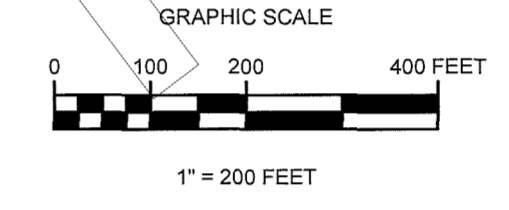
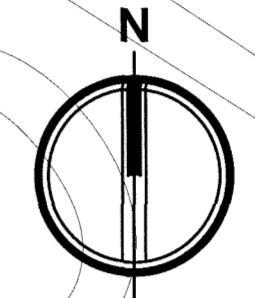
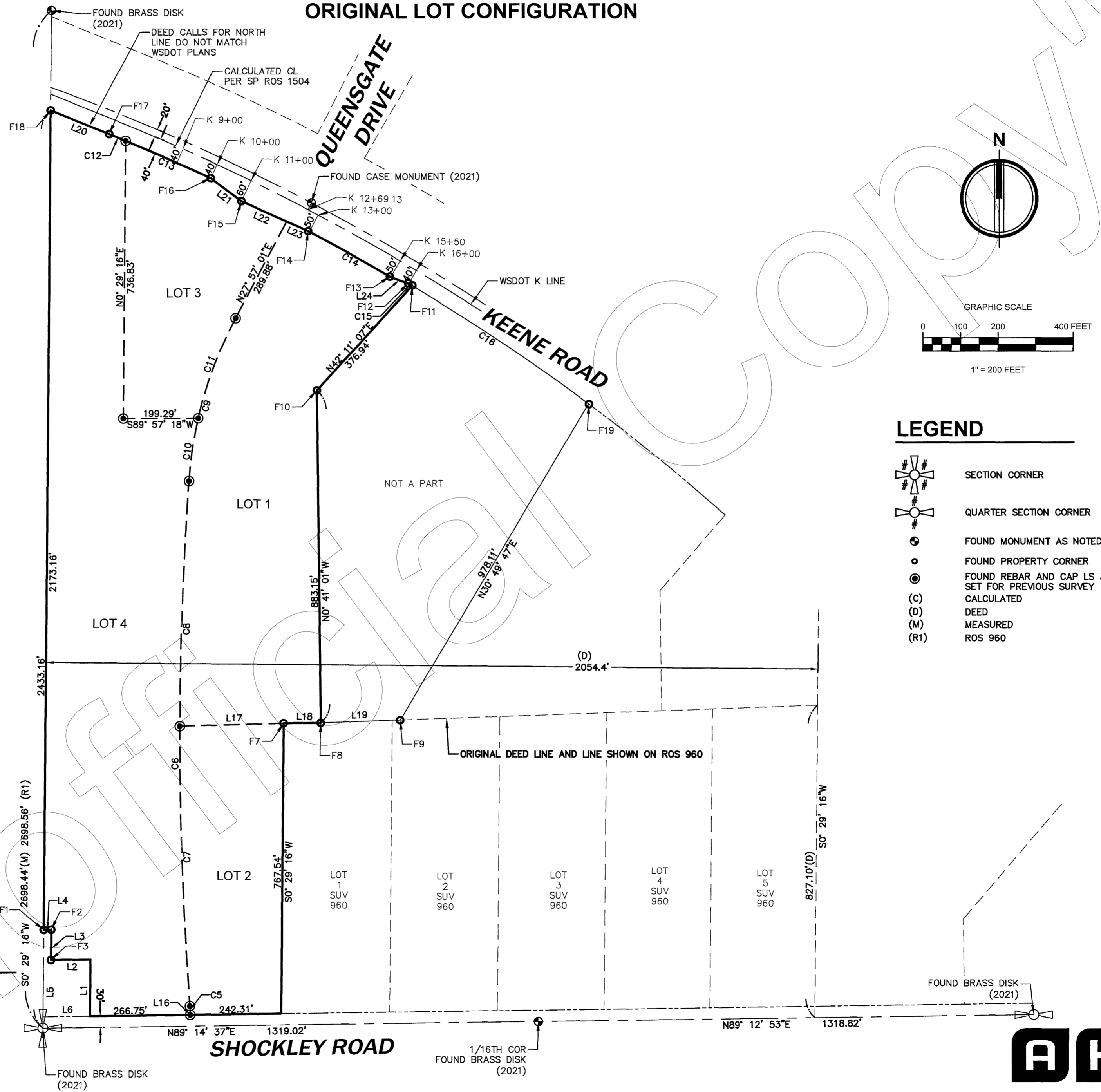
Brenda Chilton  
 COUNTY AUDITOR  
601 55735  
 FEE  
M. M. M. (Deputy)  
 BY



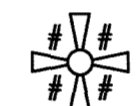
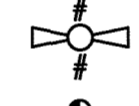

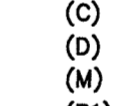
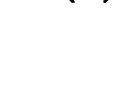
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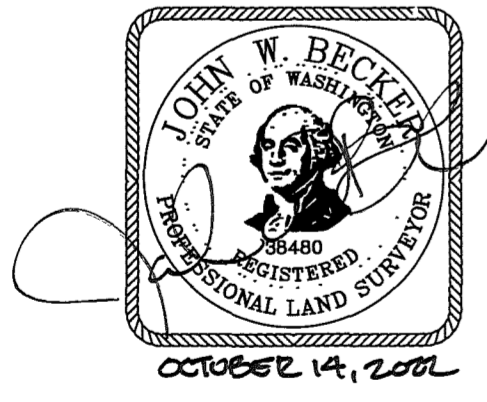
**RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT SURVEY # 5735 SHEET 3 OF 5**  
 PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,  
 TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,  
 BENTON COUNTY, WASHINGTON.

**ORIGINAL LOT CONFIGURATION**



**LEGEND**

-  SECTION CORNER
-  QUARTER SECTION CORNER
-  FOUND MONUMENT AS NOTED
-  FOUND PROPERTY CORNER
-  FOUND REBAR AND CAP LS 38480 SET FOR PREVIOUS SURVEY
- (C) CALCULATED
- (D) DEED
- (M) MEASURED
- (R1) ROS 960



DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS 15<sup>th</sup> DAY OF NOVEMBER,  
 2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF  
 THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.  
 RECORDING NUMBER 2022-035589  
 Brenda Chilton  
 COUNTY AUDITOR  
 BY Melantha (Deputy)



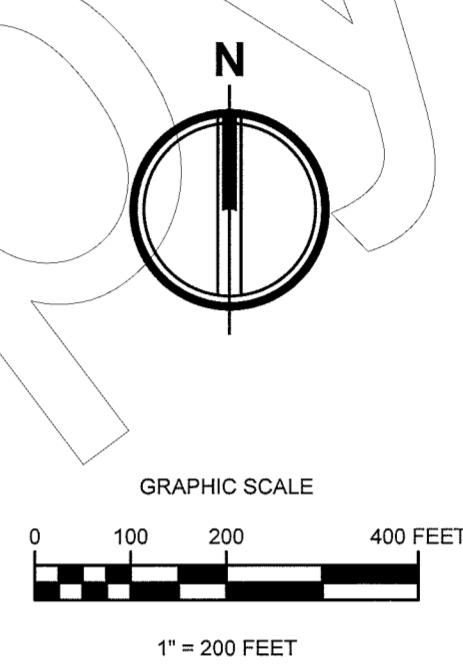
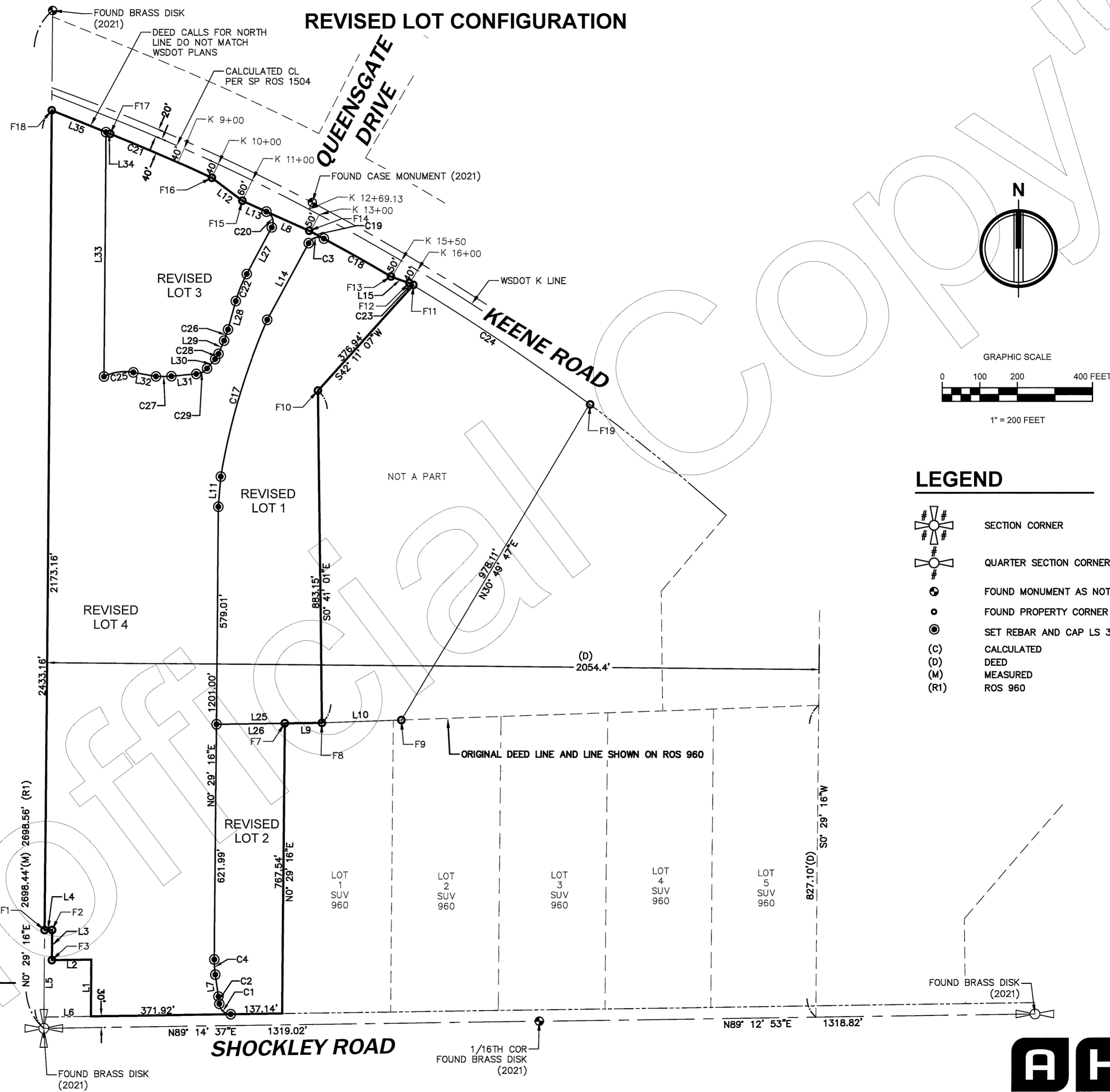
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 509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB



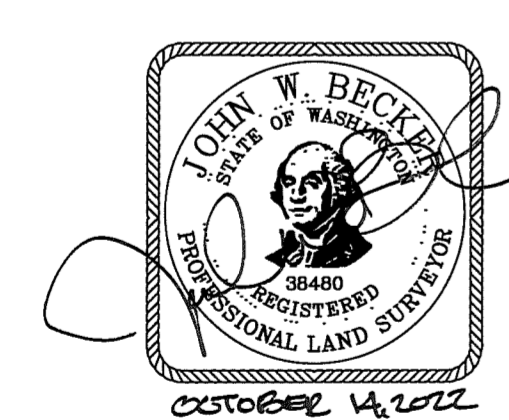
**SURVEY #5735** SHEET 4 OF 5

# RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT

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



- ### LEGEND
- SECTION CORNER
  - QUARTER SECTION CORNER
  - FOUND MONUMENT AS NOTED
  - FOUND PROPERTY CORNER
  - SET REBAR AND CAP LS 38480
  - CALCULATED
  - DEED
  - MEASURED
  - ROS 960



DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

### AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15<sup>th</sup> DAY OF NOVEMBER,  
2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF  
THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.  
RECORDING NUMBER 2022-039989  
BY Brenda Chilton COUNTY AUDITOR  
802 P5735  
FEE  
McMann (Deputy)

## AHBL

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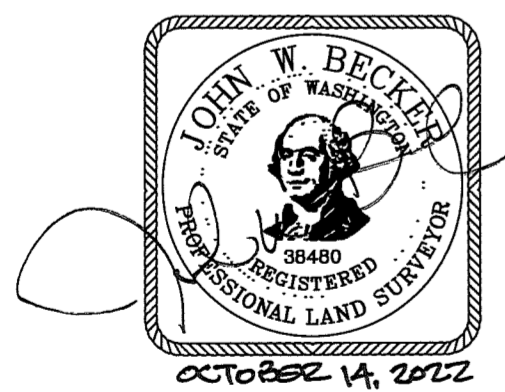
5804 Road 90, Suite H Pasco, WA 99301  
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

**RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT SURVEY#5735 SHEET 5 OF 5**  
 PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,  
 TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,  
 BENTON COUNTY, WASHINGTON.  
**REVISED LOT CONFIGURATION**

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	44.98	30.00	85°54'31"	N47° 48' 07"W	40.88
C2	19.79	336.00	3°22'27"	N6° 32' 06"W	19.78
C3	47.04	30.00	89°50'36"	N73° 21' 48"E	42.37
C4	40.13	264.00	8°42'36"	N3° 52' 01"W	40.09
C5	21.26	260.00	4°41'08"	N1° 57' 59"W	21.26
C6	1392.33	9540.00	8°21'44"	S0° 07' 42"E	1391.10
C7	740.77	9540.00	4°26'56"	N2° 05' 05"W	740.58
C8	651.57	9540.00	3°54'48"	N2° 05' 47"E	651.44
C9	454.63	1090.00	23°53'51"	S16° 00' 06"W	451.34
C10	168.74	1090.00	8°52'11"	N8° 29' 16"E	168.57
C11	285.89	1090.00	15°01'40"	N20° 26' 12"E	285.07
C12	46.96	5690.00	0°28'22"	S67° 51' 09"E	46.96
C13	247.65	5690.00	2°29'37"	S66° 22' 09"E	247.63
C14	247.82	5680.00	2°29'59"	N60° 52' 21"W	247.80
C15	10.47	5690.00	0°06'20"	N59° 04' 12"W	10.47
C16	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C17	435.08	1774.22	14°03'01"	N16° 32' 54"E	433.99
C18	207.42	5680.00	2°05'32"	S60° 40' 08"E	207.41
C19	40.40	5680.00	0°24'27"	S61° 55' 07"E	40.40
C20	49.46	30.00	94°27'08"	S18° 47' 04"E	44.04
C21	294.60	5690.00	2°58'00"	N66° 36' 20"W	294.57
C22	77.47	341.00	13°01'00"	S21° 56' 00"W	77.30
C23	10.47	5690.00	0°06'20"	S59° 04' 12"E	10.47
C24	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C25	80.07	127.00	36°07'24"	S81° 52' 54"W	78.75
C26	31.13	233.00	7°39'14"	S19° 15' 07"W	31.10
C27	41.00	531.64	4°25'09"	S88° 53' 40"W	40.99
C28	16.74	53.00	18°05'50"	S32° 07' 39"W	16.67
C29	33.02	43.00	43°59'50"	S63° 10' 28"W	32.21

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	150.00	S0° 29' 16"W
L2	105.00	N89° 14' 37"E
L3	79.99	S0° 29' 16"W
L4	20.03	N89° 14' 37"E
L5	229.94	N0° 27' 52"E
L6	125.03	N89° 14' 37"E
L7	58.44	S8° 13' 19"E
L8	128.24	S66° 00' 37"E
L9	98.91	N89° 14' 37"E
L10	211.32	N87° 56' 53"E
L11	79.68	N4° 48' 01"E
L12	101.12	S53° 13' 09"E
L13	70.08	S66° 00' 37"E
L14	231.11	N28° 26' 30"E
L15	50.61	S70° 46' 11"E
L16	1.80	N0° 22' 35"E
L17	276.58	N88° 25' 48"E
L18	98.91	N89° 14' 37"E
L19	211.32	N87° 56' 53"E
L20	167.97	S68° 05' 20"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	101.12	S53° 13' 09"E
L22	131.96	S66° 00' 37"E
L23	66.36	S66° 00' 37"E
L24	50.61	N70° 46' 11"W
L25	280.89	S89° 14' 37"W
L26	181.98	S89° 14' 37"W
L27	140.55	S28° 26' 30"W
L28	77.90	S15° 25' 30"W
L29	38.23	S23° 04' 44"W
L30	32.82	S41° 10' 33"W
L31	66.34	S85° 10' 23"W
L32	61.27	N80° 03' 24"W
L33	647.47	N0° 29' 20"E
L34	12.19	S68° 05' 20"E
L35	155.77	S68° 05' 20"E



**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS 15<sup>th</sup> DAY OF NOVEMBER,  
 2022 AT 32 MINUTES PAST 10 A.M. RECORDS OF  
 THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.

RECORDING NUMBER 2022-035589

Brenda Chilton  
 COUNTY AUDITOR

BO1 P5735  
 FEE

BY McCrant (Deputy)

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



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

# Zone Change Application

*Columbia Valley Property Holdings*

April 2023

## Project Team

### **Owner**

Mallikarjuna R Vallem  
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### **Landscape Architect**

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### **Land Use Attorney**

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### **Land Use Planner**

Rick Simon  
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98402 N. Harrington Rd.  
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## Appendix

Record of Survey for Boundary Line Adjustment Survey #5735

## Overall Project Description

### Introduction

The project consists of a rezone of 4.7 acres from its current Agricultural and Suburban Agricultural zoning to a C-2 Commercial zone. The site is located south of Keene Road and east of the Country Ridge plat. The eastern boundary of the site borders the future extension of Queensgate Drive and is north and east of and adjacent to the Preliminary Planned Unit Development known as “The Terraces at Queensgate South.” Immediately west of and adjacent to the proposed rezone area is a 2.8 acre tract, known as Tract E of Terraces at Queensgate South that would be left as an open space tract and serve as storm drainage ponds for the adjacent development. This tract would also be landscaped to provide a buffer between future on-site commercial development and the adjacent Country Ridge neighborhood.

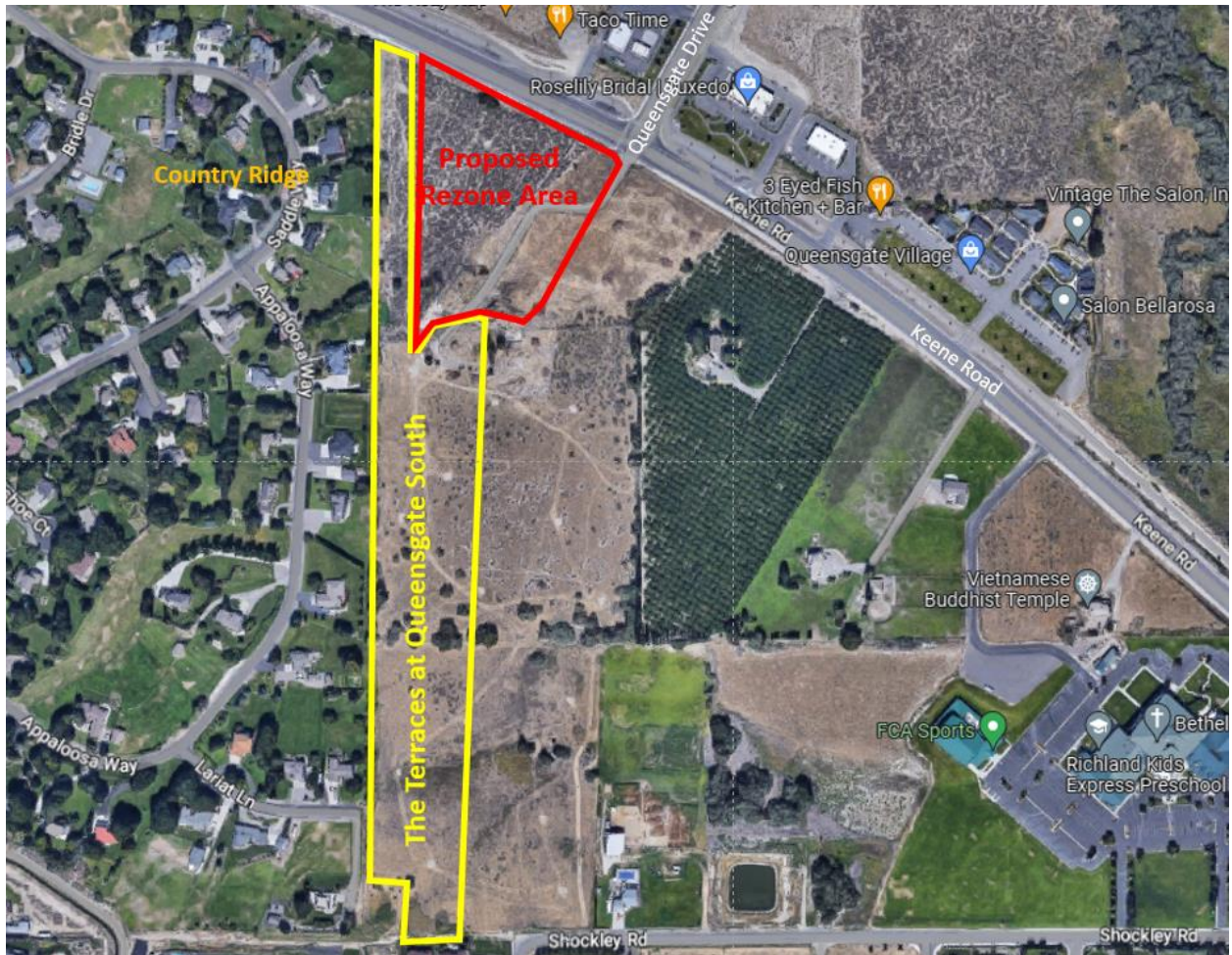
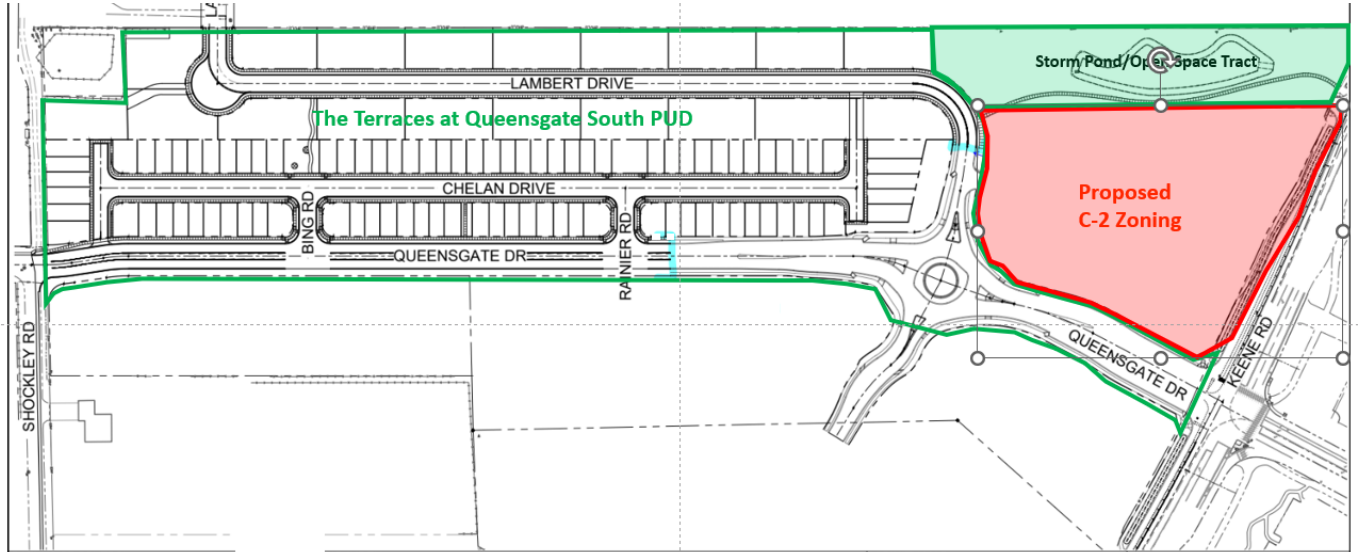


Figure 1: Vicinity Map

Development of The Terraces at Queensgate South PUD requires the dedication of right-of-way for the future extension of Queensgate Drive from Keene Road to Shockley Road and the partial construction of the roadway. The eastern and southern boundaries of this site are formed by the Queensgate and Lambert Drive rights-of-way that will be created through the development of the PUD.



**Figure 2: Future Alignment of Queensgate Drive**

A roundabout would be constructed as a central feature of the Queensgate Drive extension. From the location of the roundabout northward to Keene Road, Queensgate Drive will be constructed to an arterial standard street with two northbound travel lanes, two center left turn lanes two southbound travel lanes, bike lanes, sidewalks and a modified traffic signal at the Queensgate/Keene intersection. From the roundabout southward, full Queensgate improvements are part of the improvements required of the Terraces at Queensgate South PUD. Access to the proposed commercial rezone area would only be provided along the southern boundary of the site. No direct access would be provided from Queensgate Drive. A service entrance may be provided near the western boundary of the site directly from Keene Road.

The 4.7 acre lot (204,845 square feet) is proposed for commercial development. The remaining 2.8 acres, (Tract E of the Terraces at Queensgate South) located along the western boundary of the site would be reserved as a storm drainage facility and open space tract.

## Existing Conditions

The site is undeveloped. East of and adjacent to the site is additional undeveloped property and a cherry orchard. Land use adjacent to and west of the project site includes a low density single family neighborhood (Country Ridge). To the north, there are a variety of commercial uses, across Keene Road, including the Queensgate Village, which is a cluster of small commercial buildings that house a variety of office, service and retail uses as well as a farmer's market that operates on Sundays. Other retail developments to the north and northwest of the site include a restaurant, coffee shop, gas station, car wash, cell tower and a mini storage facility.



**Figure 3: Comprehensive Plan Land Use Map**

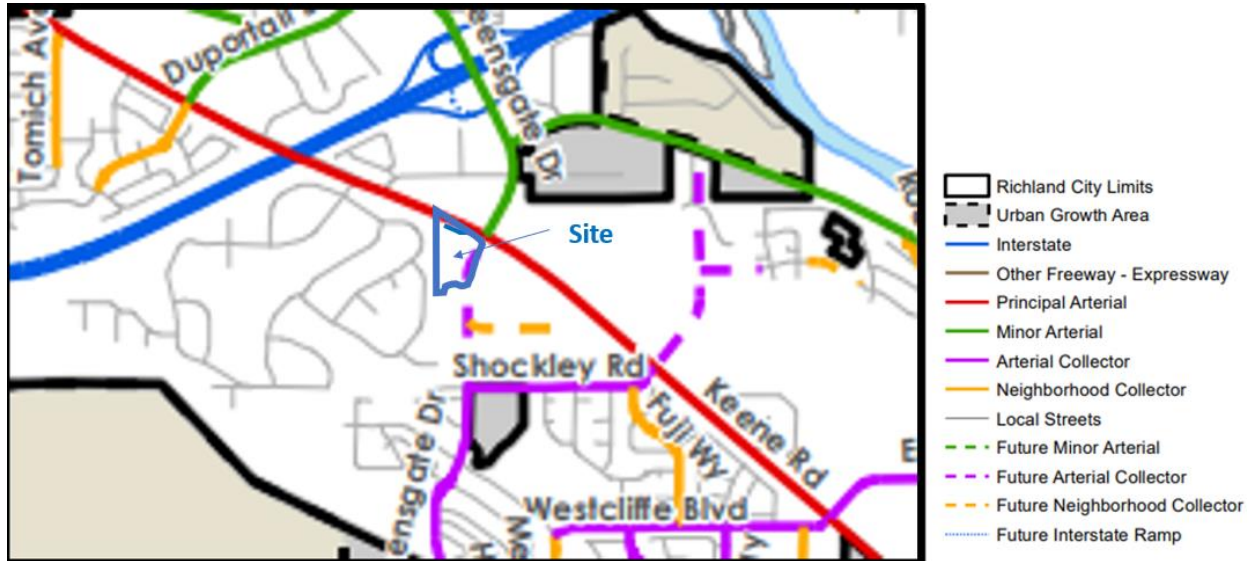
## Comprehensive Plan

The City's comprehensive plan designates the majority of the site as suitable for commercial development. The southern portion of the site is designated as Multi-Family Residential/Office and along the western boundary of the site, the land use designation is Low Density Residential.

## Transportation

The City's Transportation Plan calls for the extension of Queensgate Drive, an arterial collector street, adjacent to the site as part of its Functionally Classified Street Network. With the development of this property and adjacent lands, the Queensgate Drive extension will be fully

built out with multiple travel lanes, turn lanes, a roundabout, bicycle paths and pedestrian walkways from the intersection with Keene Road to Shockley Road.



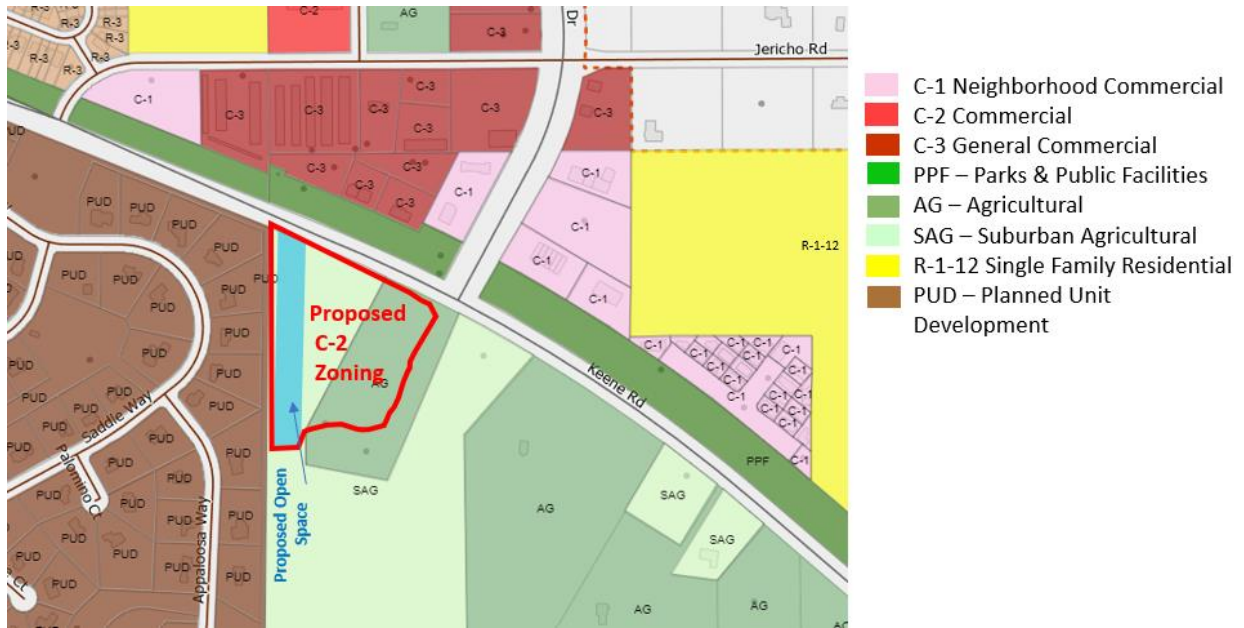
**Figure 4: Richland Functionally Classified Street Network Plan**

### Existing Zoning

The existing zoning of the site is agricultural and suburban agriculture. Adjacent land to the west is an open space tract that is a part of the Terraces at Queensgate South PUD. Beyond this open space tract there is a residential Planned Unit Development, known as Country Ridge. Existing zoning to the south and east is also agricultural and suburban agricultural, although adjacent land primarily south of the site consists of a preliminarily approved PUD known as the Terraces at Queensgate South.

The C-2 Commercial zoning that is proposed for the site is adjacent to an open space tract and would also be subject to an existing development agreement with the City. (Refer to both original and revised agreements beginning on page 39.) In accordance with the development agreement, building height for this commercial property would be limited to a maximum of 40 feet. As the provisions of the C-2 zone allow for buildings up to 75 feet in height, the City will need to put a provision in place through a concomitant agreement or similar mechanism to limit building height as specified in the agreement. The following narrative describes how the current proposal conforms to the agreement.





**Figure 4: Existing Zoning Map**

### Compliance with Development Agreement

- a. *Buffer adjacent to Country Ridge* – the development agreement calls for 2 tiers of lots with a public road in between. The Terraces at Queensgate South PUD included a design to meet this requirement within a strip of property measuring 204 feet in width. The proposed rezone would place commercial development that would be separated from the Country Ridge property boundary by a strip of open space measuring 175' in width. This open space, as the low point of the site would also serve as a passive drainage facility. Landscaping of this open space would help to buffer the adjoining residential land uses. The intent of the agreement was to provide a buffer for the more intensive development that was projected to occur within the site. The proposed plan does exactly that. The proposed open space provides a greater level of protection for the adjacent homes than does the single family residential development allowed under the provisions of the development agreement. As a point of comparison, directly north of the country ridge subdivision there are a number of commercial land uses. The separation between the Country Ridge lots fronting along Keene Road and the commercial uses located on the north side of Keene is approximately 180 feet. Within this 180 foot strip of land, there is both the Keene Road corridor - a 5 lane arterial street, and the Keene Road walking path. Here, the proposal would provide essentially the same distance between commercial and residential uses, with a landscaped open space area instead of an arterial street. In addition, future commercial development of the site would be oriented towards to the north towards Keene Road or to the east towards

Queensgate Drive in order to be as visible as possible to the high traffic volumes on those streets.

- b. Commercial development of the site would be mitigated in the following ways:
1. A six-foot masonry wall would be built along the Country Ridge property boundary, as specified in the conditions of approval for the Terraces at Queensgate South PUD.
  2. Landscaping of the open space area, to be reviewed and approved by the City of Richland prior to or concurrent with the development of commercial uses on-site.
  3. Limitation on building height of any commercial construction on the site as specified in the development agreement to no more than 40 feet;
  4. Screening of the future commercial use on-site to include the following:
    - i. screening of any rooftop mechanical equipment;
    - ii. Screening of any outdoor storage or refuse collection areas;
    - iii. Shielding of all outdoor lighting;
    - iv. Design of any future commercial buildings to focus building entry, parking and activity centers on the east side of the building area, away from the western property boundary.
  5. The development agreement specifies that “the process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with the provisions of the agreement.

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

1. The site would be zoned C-2 as provided for in the agreement;
2. Building height would be limited to 40 feet as called for in the agreement, to be implemented through a concomitant agreement or other similar means as determined by the City;
3. The southern portion of the site is designated as suitable for Multi-Family/Office in the agreement. The C-LB zoning would typically be used to implement a Multi-Family/Office comprehensive plan designation. The C-LB zone allows for both office and apartment buildings. A three or four story building, whether developed for

professional office or apartment use would have a greater impact on the adjacent Country Ridge neighborhood than a commercial building in this circumstance. Office and/or apartments would include windows and perhaps balconies on the upper floors of buildings overlooking the Country Ridge homes, resulting in a lack of privacy for some of the Country Ridge residents. This would be more disruptive to the neighborhood than a one or two story retail building that is oriented away from the Country Ridge neighborhood.

4. Two separate zoning classifications on the same property are neither practical nor desirable.
5. Some latitude is built into the agreement providing for some minor deviations to the plan (Refer to Section 10(k) of the agreement), The proposed shifting of the zoning boundaries to include the entire site in a single zoning classification qualifies as a minor deviation as contemplated in the agreement, given the proposed layout of the site.

### **Proposed Zoning Restrictions**

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

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

<ol style="list-style-type: none"> <li>a. Automotive Repair Uses;</li> <li>b. Car Wash;</li> <li>c. Fuel Station/Mini Mart;</li> <li>d. Truck Rentals;</li> <li>e. Truck Stop;</li> <li>f. Vehicle Sales;</li> <li>g. Contractor's Offices;</li> </ol>	<ol style="list-style-type: none"> <li>h. Funeral Establishments;</li> <li>i. Laundry/Dry Cleaning Uses;</li> <li>j. Telemarketing Services;</li> <li>k. Emergency Shelters;</li> <li>l. Transitional Housing;</li> <li>m. Secondhand Store;</li> </ol>
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2. **Design Standards.**
  - a. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
  - b. Building colors shall emphasize muted earth tones.
  - c. The use of highly reflective or glossy materials shall be used for accents only.

- d. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
- e. All sides of a building shall express consistent architectural detail and character.
- f. Site walls and screen walls shall be architecturally integrated with the building.
- g. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
- h. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
- i. Rooftop mechanical equipment shall be screened.
- j. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City outdoor lighting standards and shall generally be consistent with dark sky standards.
- k. All utilities serving commercial buildings shall be undergrounded.
- l. Building setbacks shall be consistent with C-2 zoning standards.
- m. Off-street parking requirements shall meet the minimum standards as identified in the City zoning code.

**3. Development Standards.**

- a. Building height shall be limited to a maximum of 40 feet.
- b. Development shall be oriented to the east, towards Queensgate Drive or Keene Road and away from the Country Ridge property boundary.
- c. Landscaping and screening within the open space area on Tract E of the Terraces at Queensgate South PUD shall be in accordance with approved plans and shall be installed prior to or simultaneously with the completion of any commercial building within the site.
- d. Landscaping, screening or combination thereof shall be placed to block vehicle headlights from shining onto the adjacent residential properties for vehicles entering or exiting the site.
- e. The open space tract located along the western boundary of the site shall be reserved for storm drainage facilities and landscaping. Other possible improvements permitted on this site would be limited to walking or bicycle trails and possible park furniture such as benches, picnic tables or gazebos.

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

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

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

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

**LU Goal 1:** Plan for growth within the urban growth area and promote compatible land use.

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

*Comment:* *The site is located inside both City limits and urban growth area boundaries; is surrounded by developed properties and so qualifies as infill development, and so is therefore consistent with policy #2. The project would be compatible with adjacent land uses and so is consistent with the overall intent of this goal.*

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

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

Policy 2: Ensure that adequate public services are provided in a reasonable time frame for new developments.

Policy 3: Ensure that the intent of the land use and districts are maintained.

*Comment:* *Commercial development of the site will provide needed commercial services along Keene Road, the major street corridor in South Richland. It will include an open space amenity and attractive landscaping along the western boundary of the site. Utility infrastructure is in place to be extended into the site to support the project.*

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

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

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

*Comment: The adjoining PUD project will result in the extension of Queensgate Drive from Keene Road to Shockley Road, an important connection in Richland's transportation network. The roadway corridor includes accommodation for vehicles, bicycles and pedestrians and is consistent with Richland's adopted complete streets policies. The proposed commercial land included in this application will provide commercial services in close proximity to both new and existing residential neighborhoods and will provide for pedestrian pathways between residential and commercial land uses.*

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

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

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

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

*Comment: The adjacent planned improvement of Queensgate Drive will accommodate pedestrian and bicycle routes adjoining the project site, providing for pedestrian access between proposed commercial and residential land uses. The proposed commercial uses will provide additional commercial services along the Keene Road corridor, while making good use of grade changes and landscaping to provide an effective transition between planned residential and commercial uses.*

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

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

*Comment: The project will provide for an effective landscape buffer and a masonry wall separating the proposed commercial uses from an existing residential neighborhood and so meets the intent of Policy 1.*

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

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

Additionally, much of the environmental information prepared for the adjacent Terraces at Queensgate South PUD included studies that apply to this site, including a survey and topographic map, a custom soils report, a geotechnical evaluation, a cultural resources report, and engineering plans for the extension of roads and utilities and detailed plans for the proposed roundabout and modifications to the traffic signal at the intersection of Keene Road and Queensgate Drive.

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

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

- Provides for an urban commercial center to that will provide a variety of goods and services to the immediate neighborhood and larger South Richland area in a manner that is consistent with the City's adopted comprehensive plan;
- Provides commercial facilities in a location that is adjacent to major transportation corridors, including bus routes;
- Includes provisions to provide adequate and effective buffers to the adjacent low density residential neighborhood;
- Is consistent with the provisions of the Development Agreement that is place on the Queensgate South site that will provide for safe and improved traffic flow along Queensgate Drive and to the proposed commercial property;
- Is consistent with the plans for the extension of an arterial street that is a key component to the City's transportation plan; and
- Maintains appropriate setbacks and open spaces to ensure adequate light, air and access for adjacent residents and future users of the commercial property.

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

**Response:** The traffic analysis prepared for the adjacent PUD demonstrated that the full completion of the entire Queensgate Drive road extension and related improvements will ensure that traffic within the project site and adjacent areas will operate without falling below a level of service D.

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

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



## Rezone – Application Form Questions

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

**Response:** The property proposed for rezone has frontage along Keene Road, an arterial street that already contains commercial zoning directly adjacent to and north of Keene Road. Additionally, the property will front along the Queensgate Drive extension, a minor arterial street. The site's location at the intersection of two arterial streets provides a unique circumstance that provides a strong justification for a commercial rezone.

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

**Response:** If denied, the site's existing Agricultural and Suburban Agricultural zoning would remain in place. Neither of these existing zones is appropriate. Agricultural zoning within the City's urban growth area is intended to serve as a holding zone and suburban agricultural zoning is intended to be applied in rural areas to provide for the maintenance of animals and farm crops (See RMC 23.14.010.) Rural or agricultural land use is not appropriate in locations that are largely surrounded by urban development, with close proximity to urban services and utilities. The hardship imposed on the property owner would be the denial of reasonable uses for the property in favor of overly restrictive uses that are not economically feasible, given the value of the land.

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

**Response:** There is existing commercial zoning directly north, across Keene Road from the site. Additionally, the development agreement that governs future development of the site requires specific measures, including construction of a masonry wall along the western property boundary, building height limitations, identification of appropriate buffers and architectural design requirements all intended to mitigate the impacts of commercial development on adjacent properties.

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

**Response:** The City will benefit through the commercial development of the property, which would provide additional commercial services in the growing South Richland area, thereby providing City residents with both additional shopping and job opportunities, while providing the City with additional sales and property tax revenues. All development proposed within this project is consistent with both the City's future land use map as well as the goals and policies of

the City's comprehensive plan. (Refer to the discussion on the project's compliance with comprehensive plan goals, beginning on page 11 of this document.)

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

**Response:** The extension of Queensgate Drive across the site will provide an important arterial street connection in South Richland. In accordance with the terms of the development agreement in place on the site, the Queensgate drive extension is a requirement of development. Additionally, the traffic signal at the intersection of Queensgate and Keene will be modified to accommodate the extension of Queensgate. Both of these improvements will implement important provisions of the City's transportation plan for the area, which will be a significant benefit to South Richland residents.

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

**Response:** The proposed rezone is entirely consistent with the City's comprehensive plan, which intends for the site's frontage along Keene Road to be developed with commercial uses. The existing Agricultural and Suburban Agricultural zoning that is in place on site does not implement the comprehensive plan; does not provide needed commercial services for the area and would not provide for the Queensgate Drive extension called for in the comprehensive plan.

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

**Response:** The proposed rezone is consistent with the comprehensive plan that calls for commercial development along the Keene Road frontage. The plan does not call for commercial development of the parcels that are located directly adjacent to the site to the west but does identify adjacent land to the east of the site as suitable for commercial development. Property to the north, across Keene Road is already zoned for and developed with commercial uses. The proposal cannot be considered a spot zone.

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

**Response:** The site does not contain any critical areas as identified in the City's comprehensive plan. Further, the environmental work already prepared for the previous PUD project provides detailed environmental information without identifying any significant adverse impacts. Development of the site will impact public safety, as commercial development will require police, fire and emergency service protection beyond what is needed for the current use of the site. Emergency access will be provided through the construction of city standard streets that will provide adequate turning radii for emergency service vehicles. Future buildings will be required to meet fire code standards for exiting, placement of fire hydrants, installation of fire protective sprinkler systems and related requirements as established in building and fire codes. The specific design requirements of these buildings will be reviewed and approved at the time detailed construction plans are submitted to the city for review. The site is located approximately one mile from the existing fire station on Duportail Avenue and so would easily fall within desired emergency response times for the fire department. Revenues associated with commercial development including sales and property taxes will provide the City with funding to bear the additional costs associated with providing public safety services to the proposed development.

## Rezone – Criteria for Review

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

1. There is no presumption favoring the rezone request;

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

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

2. *The proponent must demonstrate that there has been a change of circumstances since the original zoning provided if a proposed rezone implements the policies of the comprehensive plan, a showing of changed circumstances is usually not required; and*

**Response:** The site has been designated as suitable for commercial development and so the rezone is consistent with the comprehensive plan. It is also consistent with the development agreement that is in force on the property. Further, there are changed conditions since the comprehensive plan designation and agreement were put in place in 2010. Specifically, there has been significant growth in South Richland over the past 13 years that has generated a need for additional commercial development. This growth has also increased the need for a minor arterial street connection (Queensgate Drive) that would not be possible without the proposed rezone unless significant expense were incurred by the City to acquire the needed right-of-way and construct a full minor arterial street.

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

**Response:** The proposed rezone and associated development will result in an important arterial street connection through the extension of Queensgate Drive through the site as contemplated in the City's adopted comprehensive plan. Completion of this arterial street connection will improve traffic circulation and safety throughout the South Richland area by completing the last link in Queensgate Drive between the freeway and the residential neighborhoods to the south. Approval of the rezone will provide for commercial development that will be an attractive, convenient and desirable place to work and shop.

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

The project site is subject to a development agreement that the City originally entered into with the property owners in 2010. The agreement (Contract #92-10) was modified in 2022. Section 10 of the agreement includes the following provisions regulating the development of the site.

- a) *A buffer area of low density residential designated along the westerly property boundary of the site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acres (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the Country Ridge property line.*

**Response:** Two tiers of lots with a public road in between were included in the adjacent Terraces at Queensgate South PUD project. The proposed commercial rezone would provide separation from the Country Ridge property boundary by a strip of open space measuring 175' in width. This open space, as the low point of the site would also serve as a passive drainage facility. Generous landscaping of this open space would help to buffer the adjoining residential land uses. The intent of the agreement was to provide a buffer for the more intensive development that was projected to occur within the site. The proposed plan does exactly that. The proposed open space provides a greater level of protection for the adjacent homes than does the single family residential development allowed under the provisions of the development agreement. As a point of comparison, directly north of the country ridge subdivision there are a number of commercial land uses. The separation between the Country Ridge lots fronting along Keene Road and the commercial uses located on the north side of Keene is approximately 180 feet. Within 180 foot strip of land, there is both the Keene Road corridor - a 5 lane arterial street, and the Keene Road walking path. Here, the proposal would provide essentially the same distance between commercial and residential uses, with a landscaped open space area instead of an arterial street. In addition, the commercial use proposed would require future commercial uses to face either Keene Road or Queensgate Drive, ensuring that only the backs of commercial buildings would face the Country Ridge neighborhood. Mitigation of the impacts of commercial development would be addressed in the following ways:

1. A six-foot masonry wall would be built along the Country Ridge property boundary, as specified in the development agreement and the approved PUD plans;

2. Landscaping of the open space area, to be reviewed and approved by the City of Richland prior to or concurrent with the commercial development of the site;
3. Limitation on building height of any commercial construction on the site as specified in the development agreement to no more than 40 feet;
4. Screening of the future commercial building to include the following:
  - i. screening of any rooftop mechanical equipment;
  - ii. Screening of any outdoor storage or refuse collection areas;
  - iii. Shielding of all outdoor lighting;
  - iv. Design of any commercial buildings on-site to focus building entry, parking and activity centers on the east side of the building area, away from the western property boundary.
5. The development agreement specifies that "the process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with items a thru j as listed above.

*b) Areas that are designated as Medium Density Residential in the comprehensive plan; may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwellings units per acre.*

**Response:** Residential development is not a part of this commercial rezone proposal.

*c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivision.*

**Response:** A masonry wall meeting the standards established in the development agreement is proposed to be built along the boundary with the Country Ridge subdivision as part of PUD approval for the Terraces at Queensgate South.

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

**Response:** Full development of the site will include complete improvements of Queensgate Drive to a minor arterial standard with multiple travel lanes, turn lanes, a roundabout, bicycle paths and sidewalks. The applicant's team has been working closely with City staff to coordinate the general design of this road corridor.

e) *Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:*

1. *Building setbacks;*
2. *Maximum building height;*
3. *Landscape screening and/or fencing;*
4. *Restrictions on outdoor lighting;*
5. *Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.*

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

**Response:** This commercial rezone proposal does not include property near the eastern boundary of the lands that are subject to the development agreement.

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



**Response:** The applicant's team has worked closely with city staff to coordinate potential locations for access onto Keene Road. Current plans call for a 300' separation between Queensgate/Keene intersection and the proposed roundabout. No direct access from Queensgate Drive would be provided to the commercial property.

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

**Response:** This proposal is generally compliant with these requirements as follows:

1. The site would be zoned C-2 as provided for in the agreement;
2. Building height would be limited to 40 feet as called for in the agreement, to be implemented through a concomitant agreement or similar means as determined by the City;
3. Given that the future commercial development of the site will be oriented towards Queensgate Drive, away from the Country Ridge neighborhood, (as contemplated in the proposed concomitant agreement), a C-2 commercial use would be less impactful to the neighborhood than a C-LB multi-family building or professional office building that includes windows and/or balconies overlooking homes within Country Ridge.
4. Some latitude is built into the agreement providing for some minor deviations to the plan (Refer to Section 10(k) of the agreement), The proposed shifting of the zoning boundaries to include the entire site with C-2 zoning qualifies as a minor deviation as contemplated in the agreement.

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

**Response:** Commercial development will be designed to be consistent with these standards.

*i. Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of*

*the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.*

**Response:** Residential development is not part of this commercial rezoning proposal.

- j. Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension from Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the County Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.*

**Response:** This requirement is not applicable to this commercial rezoning proposal. It was addressed in the adjacent Terraces at Queensgate South PUD.

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

**Response:** The commercial rezone proposal does include some minor deviations to the zoning boundaries, where C-2 zoning is requested for the entirety of the site, rather than split zoning as contemplated in the original agreement, with a mix of C-2 and C-LB zoning. Future commercial development would be less impactful than a 55 foot tall apartment building or office building that would likely include windows and/or balconies overlooking the nearby Country Ridge neighborhood. Instead, future retail use would be focused to the east, with no traffic or appreciable activity occurring on the west side of the building facing County Ridge.

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

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



510 N. COLORADO ST., STE B  
KENNEWICK, WA 99336 Phone: 509-783-0661 Fax: 509-783-2256

**SUBDIVISION GUARANTEE**

**SCHEDULE A**

Office File Number <b>BF15325</b> Ref. No.:	Policy Number	Date of Policy at <b>12:00 AM</b>	Amount of Insurance <b>\$0.00</b>	Premium <b>\$0.00</b>
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NAME OF ASSURED:

**Aqtera Engineering**

THE ASSURANCES REFERRED TO ON THE FACE PAGE ARE:

THAT, ACCORDING TO THOSE PUBLIC RECORDS WHICH, CONSTRUCTIVE NOTICE OF MATTERS RELATIVE TO THE DESCRIPTION OF WHICH IS FULLY SET FORTH IN UNDER THE RECORDING LAWS, IMPART FOLLOWING DESCRIBED REAL PROPERTY:

**SEE ATTACHED EXHIBIT "A"**

TITLE TO SAID REAL PROPERTY IS VESTED IN:

**Columbia Valley Property Holdings, LLC, a Washington Limited Liability Company**

SUBJECT TO THE MATTERS SHOWN BELOW UNDER EXCEPTIONS, WHICH EXCEPTIONS ARE NOT NECESSARILY SHOWN IN THE ORDER OF THEIR PRIORITY.

**EXCEPTIONS:**

1. GENERAL TAXES AND ASSESSMENTS, IF ANY, NO SEARCH HAVING BEEN MADE THEREOF; ALSO, TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. UNPATENTED MINING CLAIMS, RESERVATIONS OR EXCEPTIONS IN THE UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; WATER RIGHTS, CLAIMS OR TITLE TO WATER.
3. TITLE TO ANY PROPERTY BEYOND THE LINES OF THE REAL PROPERTY EXPRESSLY DESCRIBED HEREIN, OR TITLE TO STREETS, ROADS, AVENUES, LANES, WAYS OR WATERWAYS ON WHICH SUCH REAL PROPERTY ABUTS, OR THE RIGHT TO MAINTAIN THEREIN VAULTS, TUNNELS, RAMPS, OR ANY OTHER STRUCTURE OR IMPROVEMENT; OR ANY RIGHTS OR EASEMENTS THEREIN UNLESS SUCH PROPERTY, RIGHTS OR EASEMENTS ARE EXPRESSLY AND SPECIFICALLY SET FORTH IN SAID DESCRIPTION.

Policy Number:

**ADDITIONAL EXCEPTIONS:**

1. **LIABILITY TO FUTURE ASSESSMENT BY KENNEWICK IRRIGATION DISTRICT, NONE NOW DUE AND PAYABLE.**
2. **RESERVATIONS BY THE UNITED STATES OF AMERICA INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 514550.**
3. **MATTERS SHOWN ON RECORD SURVEY NOS. 1098, 504 AND 5562.**
4. **DEVELOPMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2010-024273.**
5. **GROWTH MANAGEMENT SETTLEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2010-024274.**
6. **UNRECORDED LEASEHOLDS, IF ANY; RIGHTS OF VENDORS AND HOLDERS OF A SECURITY INTEREST ON PERSONAL PROPERTY INSTALLED UPON THE LAND; AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.**
7. **EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**  
RECORDED: NOVEMBER 25, 1959  
RECORDING NO.: 427504  
IN FAVOR OF: BENTON RURAL ELECTRIC ASSOCIATION  
FOR: ELECTRIC POWER WIRES
8. **EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**  
RECORDED: FEBRUARY 21, 1957  
RECORDING NO.: 368616  
IN FAVOR OF: BENTON RURAL ELECTRIC ASSOCIATION  
FOR: ELECTRIC POWER WIRES
9. **TERMS AND CONDITIONS OF THOSE CERTAIN CONTRACTS RELATIVE TO THE OPERATION OF THE KENNEWICK IRRIGATION DISTRICT ENTERED INTO BETWEEN THE UNITED STATES OF AMERICA AND GEORGE AND BETTY HUNT AND RECORDED OCTOBER 15, 1956 UNDER AUDITOR'S FILE NO. 363433.**
10. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**  
GRANTEE: KERRY AND JONGJIT WATTS  
RECORDED: October 18, 2007  
AUDITOR'S FILE NO.: 2007-034554  
AREA AFFECTED: PARCEL A  
FOR: UTILITIES
11. **DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**  
GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC  
TRUSTEE: BENTON FRANKLIN TITLE COMPANY  
BENEFICIARY: THE TIGER IRON TRUST, DATED JANUARY 14TH 2017, ACTING BY AND THROUGH KERRY LINDON WATTS, TRUSTEE  
AMOUNT: \$7,250,000.00  
DATED: UNDISCLOSED  
RECORDED: November 10, 2021  
AUDITOR'S FILE NO.: 2021-051441

Subdivision Guarantee

Policy Number:

**12. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTOR:** COLUMBIA VALLEY PROPERTY HOLDINGS, LLC  
**TRUSTEE:** BENTON FRANKLIN TITLE COMPANY  
**BENEFICIARY:** FRIENDSHIP ENTERPRISES, LLC  
**AMOUNT:** \$2,750,000.00  
**DATED:** UNDISCLOSED  
**RECORDED:** November 10, 2021  
**AUDITOR'S FILE NO.:** 2021-051460

**13. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTOR:** COLUMBIA VALLEY PROPERTY HOLDINGS, LLC  
**TRUSTEE:** BENTON FRANKLIN TITLE COMPANY  
**BENEFICIARY:** FRIENDSHIP ENTERPRISES, LLC  
**AMOUNT:** \$2,000,000.00  
**DATED:** UNDISCLOSED  
**RECORDED:** November 10, 2021  
**AUDITOR'S FILE NO.:** 2021-051461

**14. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTOR:** COLUMBIA VALLEY PROPERTY HOLDINGS, LLC  
**TRUSTEE:** BENTON FRANKLIN TITLE COMPANY  
**BENEFICIARY:** FRIENDSHIP ENTERPRISES, LLC  
**AMOUNT:** \$1,500,000.00  
**DATED:** UNDISCLOSED  
**RECORDED:** November 10, 2021  
**AUDITOR'S FILE NO.:** 2021-051462

**15. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**

**GRANTOR:** COLUMBIA VALLEY PROPERTY HOLDINGS, LLC  
**TRUSTEE:** BENTON FRANKLIN TITLE COMPANY  
**BENEFICIARY:** FRIENDSHIP ENTERPRISES, LLC  
**AMOUNT:** \$500,000.00  
**DATED:** UNDISCLOSED  
**RECORDED:** November 10, 2021  
**AUDITOR'S FILE NO.:** 2021-051463

END OF SCHEDULE A EXCEPTIONS.

Subdivision Guarantee

**Benton Franklin Title Company**

**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Benton Franklin Title Company**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ORT 287-C 5/07/01

EXHIBIT A

LOT 1 (1-2298-303-0002-002)

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°58'00" A DISTANCE OF 294.60 FEET;

THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°53'51" A DISTANCE OF 454.63 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'48" A DISTANCE OF 651.57 FEET;

THENCE NORTH 88°25'48" EAST A DISTANCE OF 276.58 FEET;

THENCE NORTH 89°14'37" EAST A DISTANCE OF 98.91 FEET;

THENCE NORTH 00°41'01" WEST A DISTANCE OF 883.15 FEET;

THENCE NORTH 42°11'07" EAST A DISTANCE OF 376.94 FEET TO THE HEREINBEFORE SAID RIGHT-OF-WAY MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 59°04'12" WEST A DISTANCE OF 10.47 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°06'20" A DISTANCE OF 10.47 FEET;

THENCE NORTH 70°46'11" WEST, ALONG SAID MARGIN, A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 60°52'21" WEST A DISTANCE OF 247.80 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°29'59" A DISTANCE OF 247.82 FEET;

THENCE NORTH 66°00'37" WEST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

**Subdivision Guarantee**

**Page 5**

LOT 2 (1-2298-300-0002-001)

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET;

THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET;

THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET;

THENCE NORTH 89°14'37" EAST A DISTANCE OF 105.00 FEET;

THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION;

THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 242.31 FEET;

THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 767.54 FEET;

THENCE SOUTH 88°25'48" WEST A DISTANCE OF 276.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 9540.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 02°05'05" EAST A DISTANCE OF 740.58 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'56" A DISTANCE OF 740.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET;

THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO THE POINT OF BEGINNING.



LOT 3 (1-2298-300-0003-002)

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID MARGIN THROUGH A CENTRAL ANGLE OF 2°29'37" A DISTANCE OF 247.65 FEET;

THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'40" A DISTANCE OF 285.89 FEET;

THENCE SOUTH 89°57'18" WEST A DISTANCE OF 199.29 FEET;

THENCE NORTH 00°29'16" EAST A DISTANCE OF 736.83 FEET TO THE POINT OF BEGINNING.

LOT 4 (1-2298-300-0004-000)

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°29'16" EAST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 00°29'16" WEST A DISTANCE OF 736.83 FEET;

THENCE NORTH 89°57'18" EAST A DISTANCE OF 199.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1090.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 08°29'16" WEST A DISTANCE OF 168.57 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°52'11" A DISTANCE OF 168.74 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°21'44" A DISTANCE OF 1392.33 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET;

THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 89°14'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET;

THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89°14'37" WEST A DISTANCE OF 105.00 FEET;

THENCE NORTH 00°29'16" EAST A DISTANCE OF 79.99 FEET;

THENCE SOUTH 89°14'37" WEST A DISTANCE OF 20.03 FEET TO THE PONT OF BEGINNING.

LOT 5 (1-2298-300-0001-009)

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°32'05" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 797.55 FEET;

THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 733.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 87°56'53" EAST A DISTANCE OF 211.32 FEET;

THENCE NORTH 30°49'47" EAST A DISTANCE OF 978.11 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°40'51" WEST A DISTANCE OF 5690.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°41'53" A DISTANCE OF 565.87 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET;

THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE POINT OF BEGINNING.

**ENDORSEMENT**

Attached to and forming a part of  
Policy Number **SGW-08004583**  
Issued By **Benton Franklin Title Company**  
acting as agent for  
**Old Republic National Title Insurance Company**

Endorsement No. **1**  
File Number **BF15325**

The Company hereby assures the Assured that there are no matters shown by the public records which affect the estate or interest described in Schedule A, other than those shown in Schedule B, except:

**NO CHANGES**

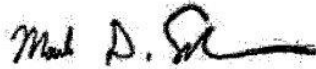
The effective date for the Guarantee is hereby extended to the date shown herein, subject, however, to any additional matters shown above.

The total liability of the Company under said Guarantee and under this endorsement thereto shall not exceed, in the aggregate, the amount stated in said Guarantee. This endorsement is made a part of said Guarantee and in subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations therein, except as modified by the provisions hereof.

Dated: June 14, 2022 at 8:00 a.m.

**Benton Franklin Title Company as agent for  
Old Republic National Title Insurance Company**

Countersigned



Authorized Signatory  
Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

Guarantee Update Endorsement

Contract No. 92-10

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

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

**RECITALS**

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

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

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

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

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

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

- a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;
- b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

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

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

Now, therefore, the parties hereto agree as follows:

**General Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Section 14. *Default.***

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

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

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

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

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

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

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

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

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

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

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

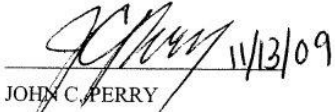
**Section 22. *Third Party Legal Challenge.*** In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in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

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

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

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

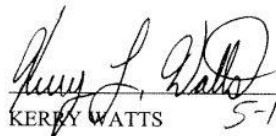
OWNERS

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

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

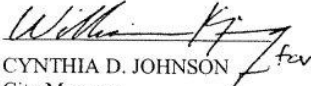
  
\_\_\_\_\_  
LINDA NORWOOD

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

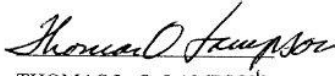
  
KERRY WATTS 5-11-10

  
JONGJIT WATTS 5-11-10

CITY OF RICHLAND

  
CYNTHIA D. JOHNSON  
City Manager

APPROVED AS TO FORM:

  
THOMAS L. O. LAMPSON  
City Attorney 4/20/10

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

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

## **EXHIBIT B DESIGN GUIDELINES**

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

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



**ORDINANCE NO. 2022-03**

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

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

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

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

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

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

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

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

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

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

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

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

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


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


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

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

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

  
Michael Alvarez, Mayor

Attest:  
  
Jennifer Rogers, City Clerk

Approved as to Form:  
  
Heather Kintzley, City Attorney

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

### FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

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

#### I. RECITALS

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

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

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

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

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

#### II. AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

**City of Richland**  
a Washington municipal corporation

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

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

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

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