



HP Pasco LLC

2599 Duportail

CPA2024-101

Z2024-102



Comprehensive Plan Amendment Application

Comprehensive Plan Land Use Map Text of Comprehensive Plan

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

PROPERTY OWNER INFORMATION

Contact Person

Owner: HP Pasco LLC c/o Tom Fisher

Address: PO Box 752 Richland, WA 99352

Phone: 509-438-1816

Email: tomfisher121@hotmail.com

APPLICANT/CONTRACTOR INFORMATION (if different)

Contact Person

Company: J-U-B Engineers, Inc.

UBI#:

Contact: Darral Moore, P.E.

Address: 3611 S. Zintel Way, Kennewick, WA 99337

Phone: 509-783-2144

Email: dmoore@jub.com

PROPERTY INFORMATION

Legal Description:

Lot 2 of Record of Survey 4182

Parcel Number: 115982011748012

Current Zoning: C-LB

Current Land Use Designation: High Density Residential

APPLICATION REQUIREMENTS – Submit as required or attach written statements explaining the following:

1. Completed application and filing fee;
2. The purpose of the proposed amendment;
3. Describe how the amendment is consistent with Washington State Growth Management Act-RCW 36.70A (the goals of the Act are listed in 36.70A.020);
4. How the amendment is consistent with the adopted countywide planning policies;
5. How the amendment furthers the purpose of the City's comprehensive plan;
6. How the amendment is internally consistent with the City's comprehensive plan, as well as other adopted City plans and codes;
7. If applicable, how the project will meet concurrency requirements for transportation;
8. As necessary, supplemental environmental review and/or critical areas review, as determined by the Administrator;
9. **Comprehensive Plan TEXT AMENDMENT applications must also include:**
 - a. The proposed element, chapter, section and page number of the comp. plan to be amended;
 - b. The proposed text change, with new text underlined and deleted text crossed out;
10. **Comprehensive Plan MAP AMENDMENT applications must also include:**
 - a. The current land use map designation for the subject parcel(s);
 - b. The land use map designation requested;
 - c. A complete legal description describing the combined area of the subject parcel(s);
 - d. A vicinity map showing:
 - i. All land use designations within 300 feet of the subject parcel(s);
 - ii. All parcels within 300 feet of the subject parcel and all existing uses of those parcels;
 - iii. All roads abutting and/or providing access to the subject parcel(s) including information on road classification (arterial, collector, access) and improvements to such roads;
 - iv. Location of shorelines and critical areas on or within 300 feet of the site, if applicable;

- v. The location of existing utilities serving the subject parcels, including electrical, water, and sewer;
- vi. The location and uses of existing structures located on the subject parcel(s);
- e. Topographical map of the subject parcels and abutting properties at a minimum scale of one inch represents 200 feet (1:200);
- f. The current official zoning map designation for the subject parcel(s);
- g. A detailed plan which indicates any proposed improvements to:
 - i. Paved streets;
 - ii. Storm drainage control and detention facilities;
 - iii. Public water supply;
 - iv. Public sanitary sewers;
 - v. Circulation and traffic patterns for the development and the surrounding neighborhoods;
- h. A corresponding zoning map amendment application, where necessary, to maintain consistency between the land use and zoning maps. The rezone application will be processed separately from, and after, the comprehensive plan amendment;
- i. A description of any associated development proposals. Development proposals shall not be processed concurrently with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the City's SEPA, zoning and comprehensive land use plan. If no proposed development description is provided, the City will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The City shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact(s) of the proposed development.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.


I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Darral Moore

Applicant Signature:  Date March 01, 2024

Key: 62e0b5f0794ad0c8364e675742f98928



Zoning Map Amendment Application

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

PROPERTY OWNER INFORMATION

Contact Person

Owner: HP Pasco LLC c/o Tom Fisher

Address: PO Box 752, Richland, WA 99352

Phone: 509-438-1816

Email: tomfisher121@hotmail.com

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Contact: Darral Moore, P.E.

Address: 3611 S. Zintel Way, Kennewick, WA 99337

Phone: (509) 783-2144

Email: dmoore@jub.com

DESCRIPTION OF WORK

Amend the City's Zoning Map for a property currently zoned C-LB and rezone to Waterfront

PROPERTY INFORMATION

Parcel #: 1-1598-201-1748-012

Legal Description: See attachment A.

Current Zoning: C-LB

Current Comp Plan: HDR

Requested Zoning: Waterfront

Current Use: UNDEVELOPED

Proposed Use: Commercial

Area of Property: 1.6 acres

APPLICATION MUST INCLUDE

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

ANSWER QUESTIONS AS COMPLETELY AS POSSIBLE

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

The property owner has a variety of successful commercial properties in the Tri-Cities area.

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

The property owner will not be able to develop the land for its proposed use

The manner in which the proposed rezone conforms to patterns in adjacent zones:
The site plan for the rezone property will meet all City standards and be cohesive with the adjacent zones.

Any beneficial or adverse effects the granting or denial of the rezone would have on adjacent or surrounding zones:
With the approval of this zone change, the surrounding properties (predominately residential) will have more access to commercial use within walking distance.

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:
The approval of this rezone will encourage economic diversification and create additional jobs in the area.

The benefits or detriments accruing to the city which would result from the granting or denial of this special permit:
The approval of the rezone will provide commercial development opportunities.

Whether the proposed rezone represents a better use of the land from the standpoint of the comprehensive plan than the original zone:
The comprehensive plan currently has the property identified as High Density Residential. With a land use change to Commercial, it will create jobs and economic diversification in a predominately residential area, creating mixed-uses.

Whether the proposed rezone represents spot zoning and whether a larger area should be considered:
The approval of the rezone will provide commercial flexibility for uses and services compatible to the core of the City.

Identify impacts on the environment and public safety:
There will be no environmental or public safety impacts.

I authorize employees and officials of the City of Richland the right to enter and remain on the property in question to determine whether a permit should be issued and whether special conditions should be placed on any issued permit. I have the legal authority to grant such access to the property in question.

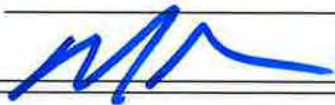
I also acknowledge that if a permit is issued for land development activities, no terms of the permit can be violated without further approval by the permitting entity. I understand that the granting of a permit does not authorize anyone to violate in any way any federal, state, or local law/regulation pertaining to development activities associated with a permit.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application and have documented all applicable requirements on the site plan.
2. The information provided in this application contains no misstatement of fact.
3. I am the owner(s), the authorized agent(s) of the owner(s) of the above referenced property, or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW or I am exempt from the requirements of the Chapter 18.27 RCW.
4. I understand this permit is subject to all other local, state, and federal regulations.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Darral Moore

Applicant Signature: 

Date 3/1/2024

15-9-28

ORIGINAL DESCRIPTIONS

PARCEL 2, RS#1-4149:

TRACT 4 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF DUPORTAIL STREET AND STATE ROUTE 240 (BYPASS HIGHWAY) AS SHOWN ON THE PLAT OF RICHLAND; THENCE SOUTH 38°08'18" WEST ALONG THE CENTERLINE OF DUPORTAIL STREET 185.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF SAID PLAT OF RICHLAND; THENCE SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 1313.45 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 268.83 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748; THENCE SOUTH 44°53'14" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET; THENCE NORTH 68°19'21" WEST 10.00 FEET TO A POINT ON A LINE PARALLEL TO THE CORPS OF ENGINEERS TAKING LINE PER RECORD SURVEY 1-1405 AND 177.00 FEET PERPENDICULAR THEREFROM; THENCE NORTH 78°45'16" WEST ALONG SAID PARALLEL LINE 274.81 FEET; THENCE NORTH 38°08'42" EAST 246.97 FEET TO A POINT ON SAID PLAT BOUNDARY AND THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF TRACT 3 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF ABOVE SAID TRACT 3 THENCE SOUTH 51°51'18" EAST ALONG THE NORTHERLY LINE OF SAID TRACT 250.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID LINE 310.24 FEET TO THE NORTHWEST CORNER OF TRACT 4 OF SAID SURVEY; THENCE SOUTH 38°08'42" WEST 246.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 78°45'16" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT 3 A DISTANCE OF 628.21 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 38°08'42" EAST ALONG THE WESTERLY LINE OF SAID TRACT 181.19 FEET; THENCE SOUTH 51°51'18" EAST 250.00 FEET; THENCE NORTH 38°08'42" EAST 350.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 4.08 ACRES

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

TRACT 2, RS#1-3572:

THAT PORTION OF THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF DUPORTAIL STREET AND STATE ROUTE 240 (BYPASS HIGHWAY) AS SHOWN ON THE PLAT OF RICHLAND; THENCE SOUTH 38°08'18" WEST ALONG THE CENTERLINE OF DUPORTAIL STREET 185.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF SAID PLAT OF RICHLAND; THENCE SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 1582.28 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748; THENCE SOUTH 44°53'14" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 03°56'59" EAST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 181.54 FEET TO A POINT ON THE CORPS OF ENGINEERS TAKING LINE PER RECORD OF SURVEY 1-1405; THENCE NORTH 78°45'16" WEST ALONG SAID TAKING LINE 1342.76 FEET; THENCE NORTH 54°59'11" WEST CONTINUING ALONG SAID TAKING LINE 455.73 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DUPORTAIL STREET; THENCE NORTH 48°10'35" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 65.08 FEET; THENCE NORTH 38°18'04" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 91.54 FEET; THENCE SOUTH 32°36'35" EAST 29.67 FEET; THENCE SOUTH 44°11'12" EAST 30.63 FEET; THENCE SOUTH 49°52'56" EAST 351.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 40°07'04" EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 51.64 FEET; THENCE SOUTH 86°52'12" EAST 198.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 37°48' EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 65.01 FEET; THENCE NORTH 46°34'01" EAST 20.45 FEET; THENCE SOUTH 78°45'16" EAST 955.82 FEET; THENCE SOUTH 68°19'21" EAST 10.00 FEET TO A POINT ON THE WEST LINE OF SAID GAS LINE EASEMENT AND THE SAID TRUE POINT OF BEGINNING.

CONTAINING 6.116 ACRES

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

TRANSFER PARCEL

THAT PORTION OF TRACT 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 3572 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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THENCE SOUTH 03°56'59" EAST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 181.54 FEET TO A POINT ON THE CORPS OF ENGINEERS TAKING LINE PER RECORD OF SURVEY 1-1405; THENCE NORTH 78°45'16" WEST ALONG SAID TAKING LINE 1050.23 FEET; THENCE NORTH 38°08'42" EAST 198.47 FEET TO THE SOUTHEAST CORNER OF TRACT 1 OF ABOVE SAID RECORD SURVEY; THENCE SOUTH 78°45'16" EAST ALONG THE SOUTHERLY LINE OF PARCEL 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4149 903.02 FEET; THENCE SOUTH 68°19'21" EAST ALONG SAID SOUTHERLY LINE 10.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 3.99 ACRES

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

NEW PARCEL

LOT 2:

THAT PORTION OF TRACT 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 3572 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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THENCE CONTINUING NORTH 78°45'16" WEST ALONG SAID LINE 292.52 FEET; THENCE NORTH 54°59'11" WEST CONTINUING ALONG SAID TAKING LINE 455.73 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DUPORTAIL STREET; THENCE NORTH 48°10'35" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 65.08 FEET; THENCE NORTH 38°18'04" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 91.54 FEET; THENCE SOUTH 32°36'35" EAST 29.67 FEET; THENCE SOUTH 44°11'12" EAST 30.63 FEET; THENCE SOUTH 49°52'56" EAST 351.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 40°07'04" EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 51.64 FEET; THENCE SOUTH 86°52'12" EAST 198.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 37°48' EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 65.01 FEET; THENCE NORTH 46°34'01" EAST 20.45 FEET; THENCE SOUTH 78°45'16" EAST 52.80 FEET; THENCE SOUTH 38°08'42" WEST 198.47 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 2.13 ACRES

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

RECORD SURVEY NO. 4185

FOR A BOUNDARY LINE ADJUSTMENT WEST 1/2 OF, SEC. 15, T.9 N., R.28 E., W.M. CITY OF RICHLAND

NEW PARCEL BENTON COUNTY, WASHINGTON

LOT 1:

PARCEL 2, RS#1-4149:

TRACT 4 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 268.83 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748; THENCE SOUTH 44°53'14" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET; THENCE NORTH 68°19'21" WEST 10.00 FEET TO A POINT ON A LINE PARALLEL TO THE CORPS OF ENGINEERS TAKING LINE PER RECORD SURVEY 1-1405 AND 177.00 FEET PERPENDICULAR THEREFROM; THENCE NORTH 78°45'16" WEST ALONG SAID PARALLEL LINE 274.81 FEET; THENCE NORTH 38°08'42" EAST 246.97 FEET TO A POINT ON SAID PLAT BOUNDARY AND THE TRUE POINT OF BEGINNING

TOGETHER WITH THAT PORTION OF TRACT 3 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF ABOVE SAID TRACT 3 THENCE SOUTH 51°51'18" EAST ALONG THE NORTHERLY LINE OF SAID TRACT 250.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID LINE 310.24 FEET TO THE NORTHWEST CORNER OF TRACT 4 OF SAID SURVEY; THENCE SOUTH 38°08'42" WEST 246.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 78°45'16" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT 3 A DISTANCE OF 628.21 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 38°08'42" EAST ALONG THE WESTERLY LINE OF SAID TRACT 181.19 FEET; THENCE SOUTH 51°51'18" EAST 250.00 FEET; THENCE NORTH 38°08'42" EAST 350.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

TOGETHER WITH TRACT 5 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 166.28 FEET TO THE NORTHEAST CORNER OF LOT 3 AS SHOWN ON SAID SHORT PLAT; THENCE SOUTH 11°14'44" WEST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 200.39 TO THE SOUTHEAST CORNER OF SAID LOT 3 AND A POINT ON THE CORPS OF ENGINEERS TAKING LINE PER THAT RECORD SURVEY 1-1405; THENCE NORTH 78°45'16" WEST ALONG SAID CORPS OF ENGINEERS TAKING LINE 167.54 FEET TO A POINT ON THE WEST LINE OF SAID GAS LINE EASEMENT; THENCE NORTH 03°56'59" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 181.54 FEET; THENCE NORTH 44°53'14" EAST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET TO A POINT ON THE BOUNDARY OF SAID PLAT OF RICHLAND AND THE TRUE POINT OF BEGINNING.

AND TOGETHER WITH THAT PORTION OF TRACT 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 3572 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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CONTAINS 9.13 ACRES

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

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF TERRY BLANKENSHIP IN SEPT. OF 2010.

12/22/2010 DATE



SURVEY FOR

TERRY BLANKENSHIP

INDEX

Table with columns for Section, Township, Range, and other survey details.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 18 DAY OF MARCH 2010 AT 27 MINUTES PAST 8 A.M. AND RECORDED IN VOLUME 01 OF SURVEYS PAGE 4185 AT THE REQUEST OF AARON A. DYCK, P.L.S. Deputy



STRATTON SURVEYING & MAPPING, PC

7525 W. DESCHUTES PL. UNIT 1C KENNEWICK, WA 98336 (509) 735-7364 FAX: (509) 735-6560 stratton@strattonsurvey.com

Table with columns for file name, date, and job number.

COMPREHENSIVE PLAN AMENDMENT APPLICATION

1. The purpose of the proposed amendment;
The purpose of this amendment is to rezone the property currently zoned C-LB (Limited Business). The future zoning is proposed to be Waterfront.
2. Describe how the amendment is consistent with Washington State Growth Management Act-RCW 36.70A (The goals and the Act for listed in 36.70A.020);
The amendment is consistent Washington State Growth Management Act-RCW 36.70A because the parcel to be rezoned will encourage economic growth and provide opportunities for citizens in the surrounding area, all within the capacities of the state's public facilities.
3. How the amendment is consistent with the adopted countywide planning policies;
Rezoning to Waterfront is consistent with county wide policies creating urban growth. This will encourage development where adequate public facilities exist or can be provided.
4. How the amendment furthers the purpose of the city's comprehensive plan;
Community Goal 2 of the City of Richland Comprehensive Plan states, "Create a vibrant, progressive, and physically, socially, economically, and culturally diverse community providing choices of jobs, housing, and recreational opportunities to its residents of all ages." The rezone will further the goal to create more economic diversity in the area and increase in jobs for the nearby residents.
5. How the amendment is internally consistent with the city's comprehensive plan, as well as other adopted city plans and codes;
Land Use Goal 2: Establish land uses that are sustainable and create livable and vibrant community encourages a variety of land use designations to accommodate commercial uses that will take advantage of the existing infrastructure network. With the new Duportail Bridge, traffic will increase, therefore the need for retail businesses arises.
6. If applicable, how the project will meet concurrency requirements for transportation;
The proposed use will include sidewalks, improved shoulders, and pedestrian friendly signage.
7. As necessary, supplemental environmental review and/or critical areas review, as determined by the Administrator;
The property is located within the Aquifer Recharge Area. Per Richland Municipal Code 22.10.350 Uses prohibited in critical aquifer recharge areas (CARA), the following activities and uses are prohibited: landfills, underground injection wells, mining, wood treatment facilities, and storage, processing, or disposal of radioactive substances. The proposed use of the property may include a drive-thru coffee shop and small strip building for convenient store, permitted uses.
8. Comprehensive Plan TEXT AMEDNMENT application must also include;

Date: 2/27/2024

- a. The proposed element, chapter, section and page number of the comp plan to be amended; **N/A**
 - b. The proposed text change, with new underlined and deleted text crossed out; **N/A**
9. Comprehensive Plan MAP AMENDMENT applications must also include;
- a. The current land use map designation for the subject parcel(s).
The current land use for the parcel is High Density Residential.
 - b. The land use map designation requested.
The amendment is asking for the land use to change to Waterfront.
 - c. A complete legal description describing the combined area of the subject parcel(s)
See Record Survey No. 4185 – New Parcel, Lot 2 (attached).
 - d. A vicinity map showing:
See attachment C.
 - i. All land use designation within 300 feet of the subject parcel(s);
 - ii. All parcels within 300 feet of the subject parcel and all existing uses of those parcels;
 - iii. All road abutting and/or providing access to the subject parcel(s) including information on road classification (arterial, collector, access) and improvements to such roads;
 - iv. Location of shorelines and critical areas on or within 300 feet of the site, if application; **The site is completely within the Aquifer Recharge Area.**
 - v. The location of existing utilities serving the subject parcels including electrical, water, and sewer’
 - vi. The location and uses of existing structures location on the subject parcel(s);
None.
 - e. Topographical map of the subject parcels and abutting properties at a scale of a minimum of one inch represents 200 feet (1:200);
See attachment D.
 - f. The current official zoning map designation for the subject parcel(s);
The property is currently zoned C-LB (Limited Business).

Date: 2/27/2024

- g. A detailed plan within indicates any proposed improve
 - i. Paved streets;
 - ii. Storm drainage control and detention facilities;
 - iii. Public water supply'
 - iv. Public sanitary sewers;
 - v. Circulation and traffic patterns for the development and the surrounding neighborhoods;

See attachment E.

- h. A corresponding zoning map amendment application, where necessary to maintain consistency between the land use and zoning maps. The rezone application will be processed separately from, and after, the comprehensive plan amendment;

A zoning map amendment application is attached.

- i. A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendment, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the city's SEPA, zoning and comprehensive land use plan. If no proposed development description is provided, the city will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The city shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact(s) of the proposed development.

The proposed rezone design plan has taken the surrounding zones into consideration. The property owner(s) proposes to rezone C-LB to Waterfront, with the ability for commercial use that may include drive-thru restaurant.

The Waterfront zone will give the community opportunities for economic diversification and employment opportunities. The potential uses for the parcel to be rezoned to Waterfront may include a drive-thru coffee shop, restaurant/bar, small convenient store or other similar uses.

The current lot is undeveloped and not improving economic or employment opportunities. The rezone will encourage growth and continue to develop the community with landscaping and streetscape design.





Legend

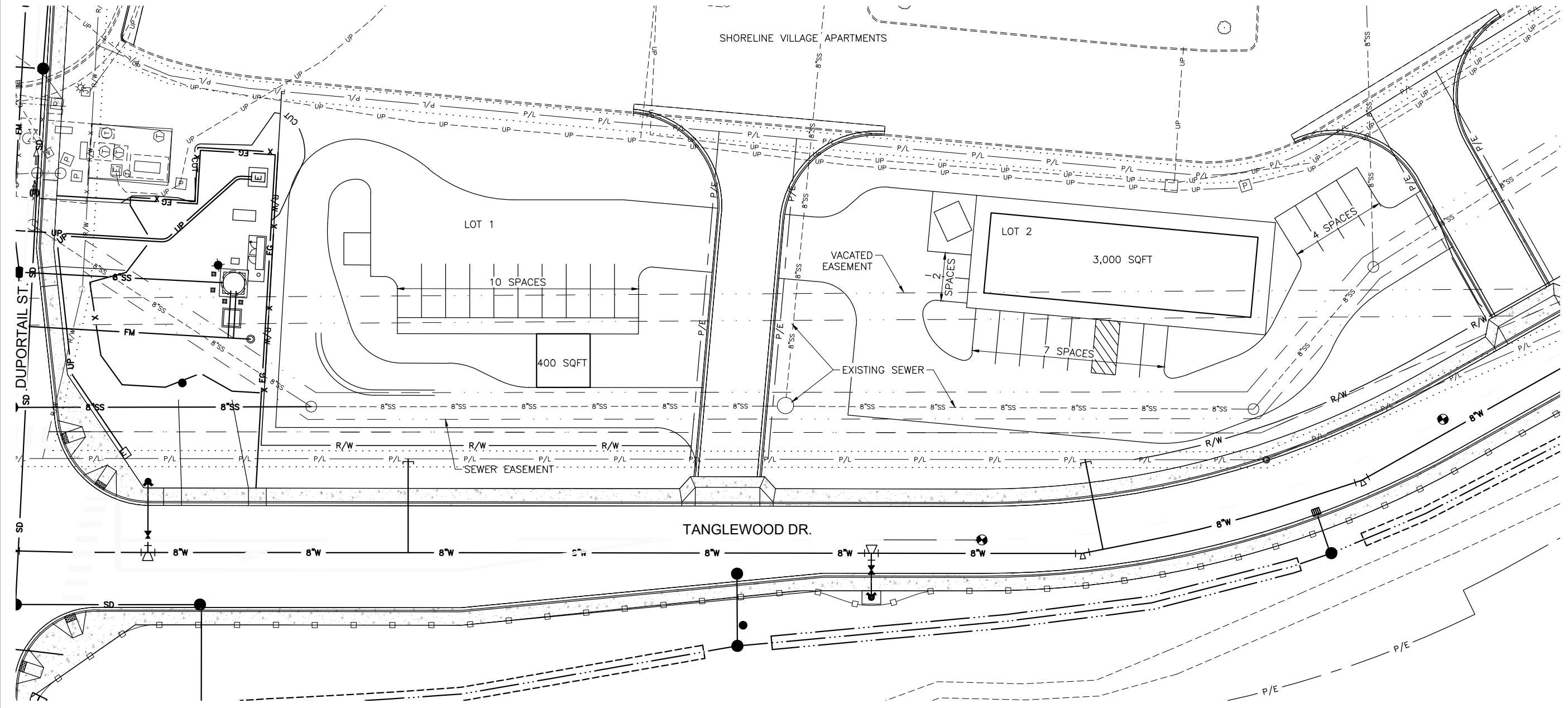
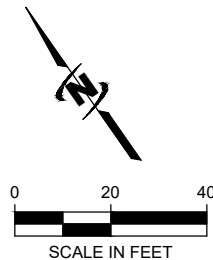
- 2ft. Contour
- Subject Parcel
- 300 ft. Buffer

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Attachment D - Topography Map

200 Feet
1 inch = 200 feet
Date: 2/10/2020



LOT 1 SUMMARY

AREA 20,249 SQFT (0.46 AC)
 BLDG 400 SQFT
 PARKING 10 SPACES

LOT 2 SUMMARY

AREA 25,973 SQFT (0.60 AC)
 BLDG 3,000 SQFT
 PARKING 13 SPACES

REUSE OF DRAWINGS

JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF JUB. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

NO.	REVISION	DESCRIPTION	BY	APPR.	DATE

TANGLEWOOD
 RICHLAND, WA
 CONCEPTUAL SITE PLAN

FILE: EXHIBIT 1
 JUB PROJ. #: 30-20-014
 DRAWN BY: JGC
 DESIGN BY: DSM
 CHECKED BY: DSM

ONE INCH
 AT FULL SIZE, IF NOT ONE
 INCH SCALE ACCORDINGLY

LAST UPDATED: 2/7/2020

SHEET NUMBER:
EXB 1

RETURN ADDRESS:

NUMERICA CREDIT UNION
ATTN: LOAN
ADMINISTRATION
PO BOX 4000
SPOKANE VALLEY, WA
99037

3164681

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DEED OF TRUST

DATE: December 6, 2018

Reference # (if applicable): _____

Additional on page _____

Grantor(s):

- 1. HF PASCO, LLC

Grantee(s)

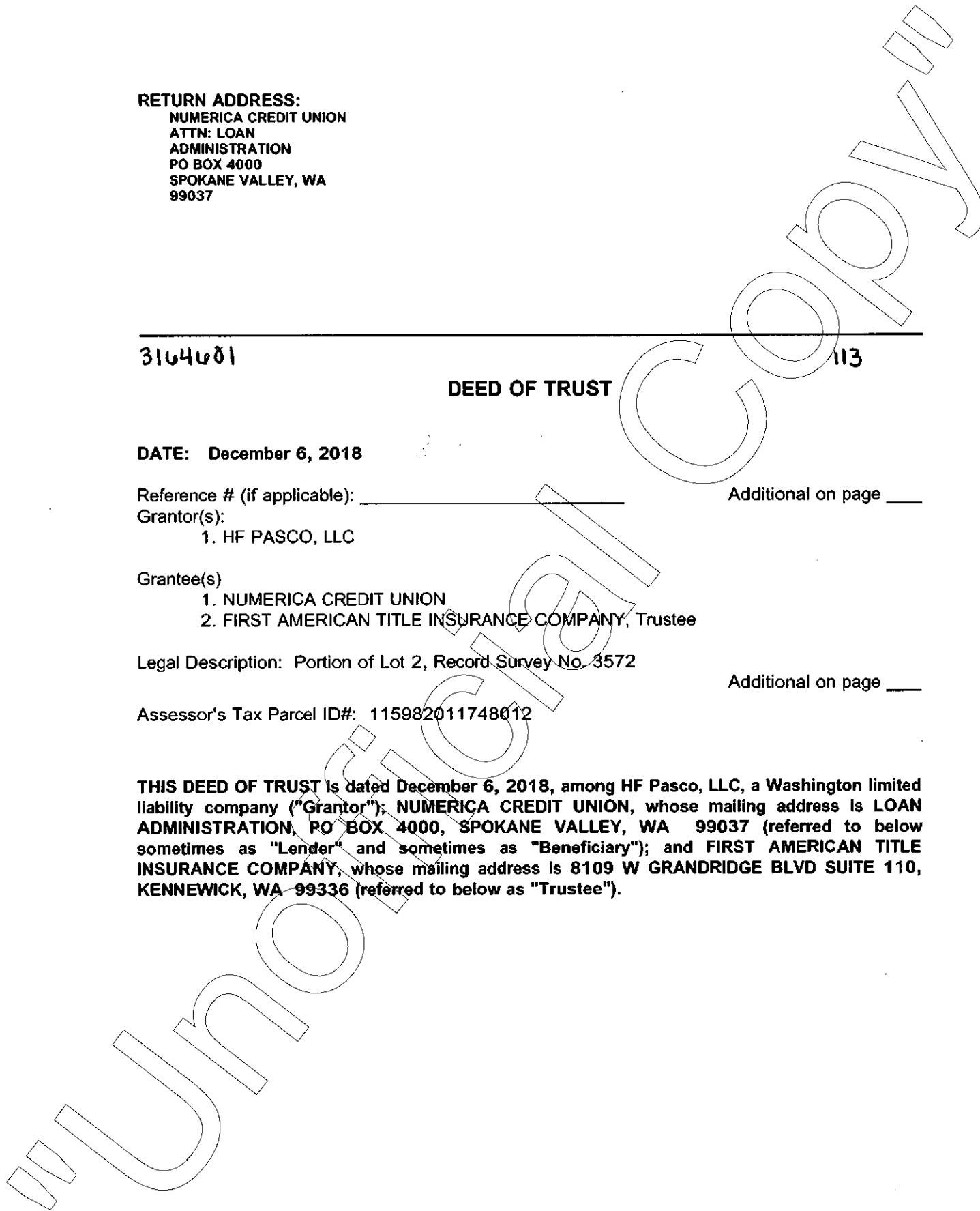
- 1. NUMERICA CREDIT UNION
- 2. FIRST AMERICAN TITLE INSURANCE COMPANY, Trustee

Legal Description: Portion of Lot 2, Record Survey No. 3572

Additional on page _____

Assessor's Tax Parcel ID#: 115982011748012

THIS DEED OF TRUST is dated December 6, 2018, among HF Pasco, LLC, a Washington limited liability company ("Grantor"); NUMERICA CREDIT UNION, whose mailing address is LOAN ADMINISTRATION, PO BOX 4000, SPOKANE VALLEY, WA 99037 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FIRST AMERICAN TITLE INSURANCE COMPANY, whose mailing address is 8109 W GRANDRIDGE BLVD SUITE 110, KENNEWICK, WA 99336 (referred to below as "Trustee").



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CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property")** located in **BENTON County, State of Washington:**

See **EXHIBIT A**, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as **2595 DUPORTAL ST, RICHLAND, WA 99352**. The Real Property tax identification number is **115982011748012**.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may

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make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust; and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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Assignment of Proceeds. Grantor hereby assigns to Beneficiary all right, title and interest of Grantor in any award, settlement, sale or purchase, claim for damages (direct, incidental or consequential) or any other proceeds due in connection with any condemnation or other taking of all or part of the Property or for conveyance in lieu of condemnation, all whether now or hereafter existing (hereinafter referred to as "Condemnation").

Application of Net Proceeds. Upon any Condemnation, Lender may at its election require that all or any portion of the net proceeds of the Condemnation be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the Condemnation shall mean the amount after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the Condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies of reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so

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for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter or is found not to be as represented. This includes the use of the Note proceeds for a purpose other than the purposes stated in Grantor's loan application.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

**DEED OF TRUST
(Continued)**

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RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

**DEED OF TRUST
(Continued)**

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POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of BENTON County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SPOKANE County, State of Washington.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right

**DEED OF TRUST
(Continued)**

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shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means NUMERICA CREDIT UNION, and its successors and assigns.

Borrower. The word "Borrower" means HF PASCO, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means HF PASCO, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means NUMERICA CREDIT UNION, its successors and assigns.

Note. The word "Note" means the promissory note dated December 6, 2018, in the original principal amount of \$168,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications

**DEED OF TRUST
(Continued)**

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of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; provided, that guaranties and environmental indemnity agreements are not "Related Documents" and are not secured by this Deed of Trust.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means FIRST AMERICAN TITLE INSURANCE COMPANY, whose mailing address is 8109 W GRANDRIDGE BLVD SUITE 110, KENNEWICK, WA 99336 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

HF PASCO, LLC

By: 
THOMAS G FISHER, Member of HF PASCO, LLC

By: 
MOLLY D FISHER, Member of HF PASCO, LLC

By: 
MARCUS J HALL, Member of HF PASCO, LLC

**DEED OF TRUST
(Continued)**

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Benton)

This record was acknowledged before me on December 11th, 2018 by THOMAS G FISHER, Member of HF PASCO, LLC; MOLLY D FISHER, Member of HF PASCO, LLC; and MARCUS J HALL, Member of HF PASCO, LLC.



Ash
(Signature of notary public)

Notary
(Title of office)

My commission expires:
Nov. 30th, 2021
(date)

REQUEST FOR FULL RECONVEYANCE

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____

Beneficiary: _____

By: _____

Its: _____

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BENTON, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT 2 OF RECORDS SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 3572 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF DUPORTAIL STREET AND STATE ROUTE 240 (BYPASS HIGHWAY) AS SHOWN ON THE PLAT OF RICHLAND; THENCE SOUTH 38°08'18" WEST ALONG THE CENTERLINE OF DUPORTAIL STREET 185.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF SAID PLAT OF RICHLAND; THENCE SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 1582.28 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748; THENCE SOUTH 44°53'14" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET; THENCE SOUTH 03°56'59" EAST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 181.54 FEET TO A POINT ON THE CORPS OF ENGINEERS TAKING LINE PER RECORD OF SURVEY 1-1405; THENCE NORTH 78°45'16" WEST ALONG SAID TAKING LINE 1050.23 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 78°45'16" WEST ALONG SAID LINE 292.52 FEET; THENCE NORTH 54°59'11" WEST CONTINUING ALONG SAID TAKING LINE 455.73 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF DUPORTAIL STREET;
THENCE NORTH 48°10'35" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 65.08 FEET; THENCE NORTH 38°18'04" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 91.54 FEET; THENCE SOUTH 32°36'35" EAST 29.67 FEET; THENCE SOUTH 44°11'12" EAST 30.63 FEET; THENCE SOUTH 49°52'56" EAST 351.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 40°07'04" EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 51.64 FEET; THENCE SOUTH 86°52'12" EAST 198.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 3°07'48" EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 65.01 FEET; THENCE NORTH 46°34'01" EAST 20.45 FEET; THENCE SOUTH 78°45'16" EAST 52.80 FEET; THENCE SOUTH 38°08'42" WEST 198.47 FEET TO THE SAID TRUE POINT OF BEGINNING;

(Also shown as Lot 2 of Survey No. 4185)

EXCEPT that portion described as follows;

THAT PORTION OF TRACT 2 AS SHOWN ON RECORD SURVEY NO. 3572 AND A PORTION OF LOT 2 AS SHOWN ON RECORD SURVEY NO. 4185 (RECORDS OF BENTON COUNTY, WASHINGTON) LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Beginning at a 5/8" diameter Street Pin with a plastic cap marked PLS 14120 on the Easterly right-of-way of Duportail Street and also on the Westerly boundary of said Tract 2 from which the Northwest corner of said Tract 2 bears North 38°17'29" East, 91.54 feet;

Thence South 48°10'35" West, 64.64 feet to the Northerly boundary of the McNary lock and Dam Project shown on Amended Map of Record recorded in Book 1 of Surveys at Page 2316 (Records of Benton County, Washington):

Thence along said Northerly boundary, South 54°58'11" East, 241.63 feet;

Thence leaving said Northerly boundary, North 40°02'11" East, 5.02 feet

Thence North 54°58'11" West, 160.56 feet;

Thence North 38°17'29" East, 132.23 feet to the Northerly boundary of said Tract 2;

Thence North 49°48'32" West, along the Northerly boundary of said Tract 2 for a distance of 12.46 feet;

Thence North 45°48'54" West, 29.71 feet;

Thence North 32°14'07" West, 29.69 feet to the Easterly right-of-way of Duportail Street said point also being the Northwest corner of said Tract 2;

Thence South 38°17'29" West along the Easterly right-of-way of Duportail Street and the Westerly boundary of said Tract 2 for a distance of 91.54 feet to the POINT OF BEGINNING.

AND EXCEPT that portion described as follows;

THAT PORTION OF TRACT 2 AS SHOWN ON RECORD SURVEY NO. 3572 AND A PORTION OF LOT 2 AS SHOWN ON RECORD SURVEY NO. 4185 (RECORDS OF BENTON COUNTY, WASHINGTON) LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Commencing at a 5/8" diameter Steel pin with a plastic cap marked PLS 14120 on the Easterly right-of-way of Duportail Street and also on the Westerly boundary of said Tract 2 from which the Northwest corner of said Tract 2 bears North 38°17'29" East, 91.54 feet;

Thence South 48°10'35" West, 64.64 feet to the Northerly boundary of the McNary Lock and Dam Project shown on Amended Map of Record recorded in Book 1 of Surveys at Page 2316 (Records of Benton County, Washington);

Thence along said Northerly boundary, South 54°58'11" East, 407.35 feet to the POINT OF BEGINNING.

Thence leaving said Northerly boundary 109.87 feet along the arc of a curve to the left having a radius of 325.00 feet, a delta of 19°22'08" and a long chord that bears South 74°43'03" East a chord distance of 109.34 feet;

Thence South 84°24'07" East, 108.02 feet;

Thence 24.90 feet along the arc of a curve to the left having a radius of 20.00 feet, a delta of 71°20'19" and a long chord that bears North 59°55'43" East a chord distance of 23.32 feet;

Thence North 24°15'33" East, 10.57 feet;

Thence 56.06 feet along the arc of a curve to the right having a radius of 53.50 feet, a delta of 60°02'11" and a long chord that bears North 54°16'39" East a chord distance of 53.53 feet;

Thence North 05°10'08" West, 35.43 feet to the Northerly boundary of said Tract 2;

Thence along said Northerly boundary the following (4) courses:

South 86°47'36" East, 44.62 feet;

65.01 feet along the arc of a curve to the left having a radius of 80.00 feet, a delta of $46^{\circ}33'36''$ and a long chord that bears North $69^{\circ}55'36''$ East a chord distance of 63.24 feet;

Thence North $46^{\circ}38'48''$ East, 20.45 feet;

Thence South $78^{\circ}45'17''$ East, 52.80 feet to the Northeast corner of said Lot 2, also being the Easterly boundary of said Tract 2;

Thence leaving the Northerly boundary of said Tract 2, along said easterly boundary South $38^{\circ}12'42''$ West, 199.10 feet to the Northerly boundary of said McNary Lock and Dam Project;

Thence along said Northerly boundary the following (2) courses:

North $78^{\circ}44'46''$ West, 290.45 feet to Army Corp of Engineers monument U-6;

North $54^{\circ}58'11''$ West, 49.29 feet to the POINT OF BEGINNING.

Unofficial Copy



Attachment C - Vicinity Map



15-9-28

RECORD SURVEY NO. 4185

2/2

FOR A BOUNDARY LINE ADJUSTMENT
WEST 1/2 OF, SEC. 15, T.9 N., R.28 E., W.M.

CITY OF RICHLAND

BENTON COUNTY, WASHINGTON

NEW PARCEL

LOT 1:

PARCEL 2, 0541-4149

TRACT 4 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF DUPORTAL STREET AND STATE ROUTE 240 (BYPASS HIGHWAY) AS SHOWN ON THE PLAT OF RICHLAND; THENCE SOUTH 38°08'18" WEST ALONG THE CENTERLINE OF DUPORTAL STREET 185.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF SAID PLAT OF RICHLAND; THENCE SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 1313.45 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 268.83 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748; THENCE SOUTH 44°53'14" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET; THENCE NORTH 68°19'21" WEST 10.00 FEET TO A POINT ON A LINE PARALLEL TO THE CORPS OF ENGINEERS TAKING LINE PER RECORD SURVEY 1-1405 AND 177.00 FEET PERPENDICULAR THEREFROM; THENCE NORTH 78°45'16" WEST ALONG SAID PARALLEL LINE 274.81 FEET; THENCE NORTH 38°08'42" EAST 246.97 FEET TO A POINT ON SAID PLAT BOUNDARY AND THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF TRACT 3 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF ABOVE SAID TRACT 3 THENCE SOUTH 51°51'18" EAST ALONG THE NORTHERLY LINE OF SAID TRACT 250.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID LINE 310.24 FEET TO THE NORTHWEST CORNER OF TRACT 4 OF SAID SURVEY; THENCE SOUTH 38°08'42" WEST 246.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 78°45'16" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT 3 A DISTANCE OF 628.21 FEET TO THE SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 38°08'42" EAST ALONG THE WESTERLY LINE OF SAID TRACT 181.19 FEET; THENCE SOUTH 51°51'18" EAST 250.00 FEET; THENCE NORTH 38°08'42" EAST 350.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

TOGETHER WITH TRACT 5 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF DUPORTAL STREET AND STATE ROUTE 240 (BYPASS HIGHWAY) AS SHOWN ON THE PLAT OF RICHLAND; THENCE SOUTH 38°08'18" WEST ALONG THE CENTERLINE OF DUPORTAL STREET 185.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF SAID PLAT OF RICHLAND; THENCE SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 1582.28 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 166.28 FEET TO THE NORTHEAST CORNER OF LOT 3 AS SHOWN ON SAID SHORT PLAT; THENCE SOUTH 11°44'44" WEST ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 200.39 TO THE SOUTHEAST CORNER OF SAID LOT 3 AND A POINT ON THE CORPS OF ENGINEERS TAKING LINE PER THAT RECORD SURVEY 1-1405; THENCE NORTH 78°45'16" WEST ALONG SAID CORPS OF ENGINEERS TAKING LINE 167.54 FEET TO A POINT ON THE WEST LINE OF SAID GAS LINE EASEMENT; THENCE NORTH 03°56'59" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 181.54 FEET; THENCE NORTH 44°53'14" EAST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET TO A POINT ON THE BOUNDARY OF SAID PLAT OF RICHLAND AND THE TRUE POINT OF BEGINNING.

AND TOGETHER WITH THAT PORTION OF TRACT 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 3572 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF DUPORTAL STREET AND STATE ROUTE 240 (BYPASS HIGHWAY) AS SHOWN ON THE PLAT OF RICHLAND; THENCE SOUTH 38°08'18" WEST ALONG THE CENTERLINE OF DUPORTAL STREET 185.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF SAID PLAT OF RICHLAND; THENCE SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 1582.28 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748; THENCE SOUTH 44°53'14" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 03°56'59" EAST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 181.54 FEET TO A POINT ON THE CORPS OF ENGINEERS TAKING LINE PER RECORD OF SURVEY 1-1405; THENCE NORTH 78°45'16" WEST ALONG SAID TAKING LINE 1050.23 FEET; THENCE NORTH 38°08'42" EAST 198.47 FEET TO THE SOUTHEAST CORNER OF TRACT 1 OF ABOVE SAID RECORD SURVEY; THENCE SOUTH 78°45'16" EAST ALONG THE SOUTHERLY LINE OF PARCEL 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4149 903.02 FEET; THENCE SOUTH 68°19'21" EAST ALONG SAID SOUTHERLY LINE 10.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS 9.13 ACRES

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

ORIGINAL DESCRIPTIONS

PARCEL 2, 0541-4149

TRACT 4 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF DUPORTAL STREET AND STATE ROUTE 240 (BYPASS HIGHWAY) AS SHOWN ON THE PLAT OF RICHLAND; THENCE SOUTH 38°08'18" WEST ALONG THE CENTERLINE OF DUPORTAL STREET 185.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF SAID PLAT OF RICHLAND; THENCE SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 1313.45 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 268.83 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748; THENCE SOUTH 44°53'14" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET; THENCE NORTH 68°19'21" WEST 10.00 FEET TO A POINT ON A LINE PARALLEL TO THE CORPS OF ENGINEERS TAKING LINE PER RECORD SURVEY 1-1405 AND 177.00 FEET PERPENDICULAR THEREFROM; THENCE NORTH 78°45'16" WEST ALONG SAID PARALLEL LINE 274.81 FEET; THENCE NORTH 38°08'42" EAST 246.97 FEET TO A POINT ON SAID PLAT BOUNDARY AND THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF TRACT 3 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 2917 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF ABOVE SAID TRACT 3 THENCE SOUTH 51°51'18" EAST ALONG THE NORTHERLY LINE OF SAID TRACT 250.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 51°51'18" EAST ALONG SAID LINE 310.24 FEET TO THE NORTHWEST CORNER OF TRACT 4 OF SAID SURVEY;

THENCE SOUTH 38°08'42" WEST 246.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 78°45'16" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT 3 A DISTANCE OF 628.21 FEET TO THE SOUTHWEST CORNER OF SAID TRACT;

THENCE NORTH 38°08'42" EAST ALONG THE WESTERLY LINE OF SAID TRACT 181.19 FEET; THENCE SOUTH 51°51'18" EAST 250.00 FEET; THENCE NORTH 38°08'42" EAST 350.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 4.08 ACRES

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

TRACT 2, 0541-3572

THAT PORTION OF THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF DUPORTAL STREET AND STATE ROUTE 240 (BYPASS HIGHWAY) AS SHOWN ON THE PLAT OF RICHLAND; THENCE SOUTH 38°08'18" WEST ALONG THE CENTERLINE OF DUPORTAL STREET 185.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF SAID PLAT OF RICHLAND; THENCE SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 1582.28 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748; THENCE SOUTH 44°53'14" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 78°45'16" WEST ALONG SAID LINE 292.52 FEET; THENCE NORTH 54°59'11" WEST CONTINUING ALONG SAID TAKING LINE 455.73 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DUPORTAL STREET; THENCE NORTH 48°02'57" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 65.08 FEET; THENCE NORTH 38°18'04" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 91.54 FEET; THENCE SOUTH 32°36'39" EAST 29.67 FEET; THENCE SOUTH 44°11'12" EAST 30.63 FEET; THENCE SOUTH 49°25'36" EAST 351.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 40°07'04" EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 51.64 FEET; THENCE SOUTH 86°52'12" EAST 198.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 37°07'48" EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 65.01 FEET; THENCE NORTH 46°34'01" EAST 204.45 FEET; THENCE SOUTH 78°45'16" EAST 955.82 FEET; THENCE SOUTH 68°19'21" EAST 10.00 FEET TO A POINT ON THE WEST LINE OF SAID GAS LINE EASEMENT AND THE SAID TRUE POINT OF BEGINNING.

CONTAINING 6.116 ACRES

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

TRANSFER PARCEL

THAT PORTION OF TRACT 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 3572 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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THENCE SOUTH 03°56'59" EAST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 181.54 FEET TO A POINT ON THE CORPS OF ENGINEERS TAKING LINE PER RECORD OF SURVEY 1-1405; THENCE NORTH 78°45'16" WEST ALONG SAID TAKING LINE 1050.23 FEET; THENCE NORTH 38°08'42" EAST 198.47 FEET TO THE SOUTHEAST CORNER OF TRACT 1 OF ABOVE SAID RECORD SURVEY; THENCE SOUTH 78°45'16" EAST ALONG THE SOUTHERLY LINE OF PARCEL 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4149 903.02 FEET; THENCE SOUTH 68°19'21" EAST ALONG SAID SOUTHERLY LINE 10.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 3.99 ACRES

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

NEW PARCEL

LOT 2:

THAT PORTION OF TRACT 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 3572 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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THENCE CONTINUING NORTH 78°45'16" WEST ALONG SAID LINE 292.52 FEET; THENCE NORTH 54°59'11" WEST CONTINUING ALONG SAID TAKING LINE 455.73 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DUPORTAL STREET; THENCE NORTH 48°02'57" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 65.08 FEET; THENCE NORTH 38°18'04" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 91.54 FEET; THENCE SOUTH 32°36'39" EAST 29.67 FEET; THENCE SOUTH 44°11'12" EAST 30.63 FEET; THENCE SOUTH 49°25'36" EAST 351.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 40°07'04" EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 51.64 FEET; THENCE SOUTH 86°52'12" EAST 198.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 37°07'48" EAST 80.00 FEET; THENCE EASTERLY ALONG SAID CURVE 65.01 FEET; THENCE NORTH 46°34'01" EAST 204.45 FEET; THENCE SOUTH 78°45'16" EAST 52.80 FEET; THENCE SOUTH 38°08'42" WEST 198.47 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 2.13 ACRES

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

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF TERRY BLANKENSHIP IN SEPT. OF 2010.

12/22/2010
DATE



SURVEY FOR
TERRY BLANKENSHIP

INDEX	
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15	9 N 28E

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 18 DAY OF
MARCH 2010 AT 27 MINUTES PAST 8
A.M. AND RECORDED IN VOLUME 01 OF
SURVEYS PAGE 4185 AT THE REQUEST OF
AARON A. DYCK, P.L.S.
Brenda Chittor 15092818X01
BENTON COUNTY AUDITOR INDEX NO.
J. Williams 2011-008089
DEPUTY FEE NO.

STRATTON SURVEYING & MAPPING, PC
7529 N. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
(509) 735-7384
FAX: (509) 735-6500
stratton@strattonsurvey.com

3010958.DWG © 2010
DATE: 09/18/10 SHT. 2 OF 2
DRAWN BY: DCI JOB # 3010

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist

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

Instructions for applicants

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

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

Instructions for lead agencies

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

Use of checklist for nonproject proposals

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

A. Background [Find help answering background questions](#)

1. Name of proposed project, if applicable:

Tanglewood Development

2. Name of applicant:

HP Pasco LLC - Tom Fisher

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

Tom Fisher Phone: 509-438-1816
PO Box 752 Email: tomfisher121@hotmail.com
Richland, WA 99352

4. Date checklist prepared:

2-27-24

5. Agency requesting checklist:

City of Richland

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

2024/2025

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

None

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

None

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

Comprehensive Plan Amendment, Zone Change, LOMAR Updates

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

Comprehensive Plan Amendment, Zone Change, Building Permit, Right of Way Permit

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

Develop undeveloped property into a commercial use in compliance with City code requirements. Commercial uses could include but not be limited to a drive-through coffee stand, drive-through/sit-in restaurant/bar, convenience store or other commercial use. This is a non-project proposal to change the City Comprehensive Plan to a Waterfront designation.

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

Project is located just east of the Duportail/Tanglewood intersection and just north of the Yakima river. The address is 2595 Duportail Street. The Parcel # is 115982011748012. Legal description is Lot 2 of Record of Survey 4182.

B. Environmental Elements

1. Earth [Find help answering earth questions](#)

a. General description of the site:

The site is generally flat and is undeveloped with minimal vegetation.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

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

2-3%

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

Gravelly soils

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

No

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

Overall development area is approximately 1.6 acres. Earthworks is anticipated to be minimal.

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

Erosion caused by wind may cause airborne dust to occur during construction activities.

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

85%

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

Best management practices will be used to reduce and control erosion. Local and state laws will be followed. Silt fence, construction entrance, inlet protection.

2. Air [Find help answering air questions](#)

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

Dust and machinery exhaust from construction activities. Anticipate additional vehicular trips to occur in the general area as the area develops.

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

No

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

Dust control would be enacted during construction activities. Construction machinery and vehicles are required to satisfy current State emissions requirements.

3. Water [Find help answering water questions](#)

a. Surface Water: [Find help answering surface water questions](#)

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

Yakima River near the site.

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

No

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

None

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

No

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

No

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

No

b. Ground Water: [Find help answering ground water questions](#)

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

No

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

None anticipated.

c. Water Runoff (including stormwater):

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

Stormwater will be collected from impervious surfaces throughout the development. Stormwater will be retained in below grade stormwater facilities. Stormwater is planned to be infiltrated into the ground.

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

Stormwater runoff can contain sediments, oils, and metals. The stormwater collection system will be designed in accordance with the Stormwater Management Manual for Eastern Washington.

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

No

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

Areas will be graded to various stormwater collection points and to director stormwater runoff to onsite stormwater systems.

4. Plants [Find help answering plants questions](#)

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

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- orchards, vineyards, or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

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

Existing vegetation will be removed for overall project development.

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

None known.

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

Project area will be landscaped in accordance with local jurisdiction landscaping requirements.

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

None known.

5. Animals [Find help answering animal questions](#)

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

Examples include:

- Birds: hawk, heron, eagle, songbirds, other:
- Mammals: deer, bear, elk, beaver, other:
- Fish: bass, salmon, trout, herring, shellfish, other:

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

None known.

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

Pacific Flyway Migration

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

None

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

None known.

6. Energy and Natural Resources [Find help answering energy and natural resource questions](#)

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

Electrical power and natural gas will be needed for heating and cooling.

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

No

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

Energy conservation as required by local and state energy codes.

7. Environmental Health [Find help with answering environmental health questions](#)

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

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

None known

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

None known

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

None known

- c. **Describe special emergency services that might be required.**

None known

- d. **Proposed measures to reduce or control environmental health hazards, if any.**

None

b. Noise

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

Existing vehicular and train traffic

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

Short term – construction noise generally 6 am to 8 pm

Long term – vehicular generally 6 am to 10pm

3. **Proposed measures to reduce or control noise impacts, if any.**

As required by local code requirements

8. Land and Shoreline Use [Find help answering land and shoreline use questions](#)

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

Site is undeveloped. Adjacent areas are multi-family apartment complexes.

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

No

1. **Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

No

- c. **Describe any structures on the site.**

None

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

No

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

Site is zoned as C-LB

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

HDR

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

Recreation Conservancy

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

No

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

Not yet determined

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

None

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

None

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

By complying with Richland zoning code requirements.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.

None

9. Housing [Find help answering housing questions](#)

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

None

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

None

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

None

10. Aesthetics [Find help answering aesthetics questions](#)

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

To be in compliance with City code requirements.

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

None

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

Compliance with City code requirements.

11. Light and Glare [Find help answering light and glare questions](#)

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

Overall development will include additional lighting for security and safety. Lighting would generally occur from sunset to sunrise.

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

No

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

None

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

Compliance with City code requirements.

12. Recreation [Find help answering recreation questions](#)

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

Yakima River public access area

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

No

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

None

13. Historic and Cultural Preservation [Find help answering historic and cultural preservation questions](#)

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

No

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No

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

Area was recently developed as a part of the Duportail Bridge project and no findings of artifacts were discovered during that project.

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

If applicable, Inadvertent Discovery Plan during construction activities.

14. Transportation [Find help with answering transportation questions](#)

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

HWY 240, Duportail and Tanglewood.

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

No. Approximately 1,500 feet to the nearest stop

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

No

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

Will occur in the vicinity of rail.

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

It is unknown what the project may consist of so vehicle trips per day is unknown at this time.

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

No

g. Proposed measures to reduce or control transportation impacts, if any.

None

15. Public Services [Find help answering public service questions](#)

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

Yes, an increase in the need for fire and police protection.

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

None

16. Utilities [Find help answering utilities questions](#)

a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:

Electricity, natural gas, water, telephone, sanitary sewer

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

The project will require domestic water services, sanitary sewer services, electrical power and communications.

C. Signature [Find help about who should sign](#)

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

X 
SEPA Responsible Official

Type name of signer: Darral Moore, J-U-B Engineers, Inc.

Position and agency/organization: Project Manager, J-U-B Engineers, Inc.

Date submitted: 3/1/2024

D. Supplemental sheet for nonproject actions [Find help for the nonproject actions worksheet](#)

IT IS NOT REQUIRED to use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Increase in emission to include dust and exhaust from machinery during construction activities. Additional vehicular trips to occur in the general area as the project develops.

- **Proposed measures to avoid or reduce such increases are:**

Dust control would be enacted during construction activities. Construction machinery and vehicles are required to satisfy current State emissions requirements.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Existing vegetation to be removed to accommodate development.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

Project area will be landscaped in accordance with local jurisdiction landscaping requirements. All disturbed areas will be hydro-seeded with an arid dry land grass mix.

3. How would the proposal be likely to deplete energy or natural resources?

Proposal will require electrical power demand.

- **Proposed measures to protect or conserve energy and natural resources are:**

Energy conservation as required by local and state energy codes.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Project area does not contain sensitive areas.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**

None

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Project is located on the north side of Tanglewood Drive and would not impact shoreline uses.

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**

None

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The development will have a slight increase vehicular traffic throughout the general area.

- **Proposed measures to reduce or respond to such demand(s) are:**

None

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

None known

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

February 29, 2024

Mike Stevens, Planning Manager
City of Richland
625 Swift Blvd, MS-35
Richland, WA 99352

RE: Tanglewood Comprehensive Plan Amendment – Traffic Analysis

Dear Mr. Stevens:

This letter is prepared to discuss traffic issues associated with the proposed Comprehensive Plan Amendment and Zoning request for the property situated on the north side of Tanglewood Drive east of Duportail Street. The parcel address is 2595 Duportail Street, Richland, WA. The Benton County Tax Parcel is #115982011748012.

The current land use designation in the Comprehensive Plan is High Density Residential, with the zoning of the 1.38-acre parcel being C-LB Limited Business. The owner of the property is seeking for a Comprehensive Plan amendment to Waterfront with zoning designation of WF, Waterfront.

To determine the potential traffic impacts of the proposed Comprehensive Plan amendment and zoning change, a comparison of trips under the allowed zoning with the highest trip making land use allowed under the Waterfront zone. This will be done by assuming development similar to the adjacent apartment complex for the existing zoning, since it shares the C-LB zoning.

In the C-LB zone one apartment is allowed for every 1500 sq ft of parcel size, subject to a height limitation of 55', which would amount to 40 units on the 1.38 acres. According to the Institute of Transportation Engineers Trip Generation Manual 11th Edition, Land Use 220 Multi-Family housing, 40 apartments would typically generate 332 average weekday trips with 35 during the AM peak hour (8 in/27 out) and 38 during the PM peak hour (24 in/14 out).

The Richland Zoning Code section 23.22.030 was examined to determine the land uses allowed under the proposed Waterfront zoning. There are several land uses allowed in the Waterfront Zone that are not allowed in the existing C-LB zone, namely: marina uses, health spa, video rental store, drinking establishment, microbrewery, restaurants – drive-thru, lounge or take-out, vehicle-based food services and wineries. The highest trip making of any of these uses in the ITE Trip Generation Manual is land use 934, Fast Food with Drive-thru window which typically generates 467.48 per 1,000 sq ft of floor area on a typical weekday, with 44.61 trips during the AM peak hour (51% in, 49% out) and 33.03 trips during the PM peak hour (52% in, 48% out). Assuming that two 2,000 sq ft fast food restaurants with drive-



thru could be accommodated on the parcel, in between the two existing access easements to the apartments, combined they could generate approximately 1,870 trips on a weekday, with 178 during the AM peak hour (91 inbound and 87 outbound) and 120 Pm peak hour trips (62 in, 58 out). This is an increase of 1,538 daily trips and 143 during the AM peak hour and 82 during the PM peak hour.

The potential increase in traffic initially may appear to be a lot of vehicles. When considering the transportation network that will serve the parcel and the fact that the intersection of Tanglewood Drive/Duportail Street has a traffic signal as well as exclusive left turn lanes on each approach, the intersection is well suited to serve the additional traffic. With approximately half of the traffic inbound and half outbound, there will be approximately 1-2 more vehicles per signal cycle approaching from the east leg which will use very little of the capacity of the signal cycle. Duportail Street will continue to dominate the intersection and it is unlikely that the traffic signal cycle will need to be modified to give additional green time to the Tanglewood approach. Inbound trips to any development on the parcel will not take green time away from the main traffic flow on Duportail Street.

From a traffic perspective the proposed zoning is unlikely to have a significant impact on the transportation system when compared to the existing zoning. The proposed zoning is likely to generate additional traffic, but the parcel is not significant in size, and the street network is already built to accommodate this level of traffic.

We hope this answers any questions there may be regarding the transportation network serving the subject parcel. Please feel free to contact me at (509) 783-2144 or dmoore@jub.com if there are any questions.

Sincerely,

Darral Moore, PE
Land Development Manager

Spencer Montgomery
Transportation Planner





8203 West Quinault Ave, Suite 10, Kennewick, WA 99336
 Phone: 509-783-0660 Fax: 509-783-6612

DISTRIBUTION LIST

Our Order No.: CBF17943
Reference No:
Re: HF PASCO, LLC/
Property Address: 2595 DUPORTAIL ST
 RICHLAND, WA 99352

This Preliminary Commitment has been prepared and distributed to the following parties:

	Lender
Tom Fisher PO Box 752 Richland, WA 99352 509-438-1816 Email: Tomfisher121@hotmail.com	
Selling Agent	Listing Agent
Additional Selling Agent	Additional Listing Agent
Buyer's Attorney	Seller's Attorney
Mortgage Broker	Additional Lender

LIMITED LIABILITY REPORT

SCHEDULE A

Office File Number CBF17943 Ref. No.:	Effective Date February 15, 2024 at 8:00 a.m.	Premium \$250.00
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THE ASSURED REFERRED TO ON THE FACE PAGE ARE: **TOM FISHER**

THAT ACCORDING TO THE COMPANY'S PROPERTY RECORDS RELATIVE TO THE FOLLOWING DESCRIBED REAL PROPERTY (BUT WITHOUT EXAMINATION OF THOSE COMPANY RECORDS MAINTAINED AND INDEXED BY NAME):

SEE ATTACHED EXHIBIT "A"

A. THE LAST RECORDED INSTRUMENT PURPORTING TO TRANSFER TITLE TO SAID REAL PROPERTY INDICATES THAT TITLE WAS CONVEYED TO:

HF PASCO, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

B. THERE ARE NO MORTGAGES OR DEEDS OF TRUST WHICH PURPORT TO AFFECT SAID PROPERTY, OTHER THAN THOSE SHOWN BELOW UNDER EXCEPTIONS.

NO GUARANTEE IS MADE REGARDING (A) MATTERS AFFECTING THE BENEFICIAL INTEREST OF ANY MORTGAGE OR DEED OF TRUST WHICH MAY BE SHOWN HEREIN AS AN EXCEPTION, OR (B) OTHER MATTERS WHICH MAY AFFECT ANY SUCH MORTGAGE OR DEED OF TRUST.

NO GUARANTEE IS MADE REGARDING ANY LIENS, CLAIMS OF LIEN, DEFECTS OR ENCUMBRANCES OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, AND, IF INFORMATION WAS REQUESTED BY REFERENCE TO A STREET ADDRESS, NO GUARANTEE IS MADE THAT SAID REAL PROPERTY IS THE SAME AS SAID ADDRESS.

EXCEPTIONS:

1. GENERAL TAXES FOR THE YEAR 2024. THE FIRST HALF THEREOF MUST BE PAID ON OR BEFORE APRIL 30, 2024, TO AVOID INTEREST AND PENALTIES;

AMOUNT BILLED: \$2,560.81
AMOUNT DUE: \$1,280.46
TAX ACCOUNT NO.: 1-1598-201-1748-012

2. TERMS AND CONDITIONS CONTAINED IN PROPERTY USE AND DEVELOPMENT AGREEMENTS DISCLOSED BY CITY OF RICHLAND;

ORDINANCE NO. 53-79
RECORDED: AUGUST 20, 1979
RECORDING NO.: 800290 (INCLUDES OTHER PROPERTY)

ORDINANCE NO.24-92
RECORDED: AUGUST 31, 1992
RECORDING NO.: 92-21216 (INCLUDES OTHER PROPERTY)

CONTINUED

ORDINANCE NO. 34-01

RECORDED: JANUARY 9, 2002

RECORDING NO.: [2002-000734](#) (INCLUDES OTHER PROPERTY)

3. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT;

RECORDED: April 30, 1991

AUDITOR'S FILE NO.: [91-6922](#)

(COPY IS HERETO ATTACHED)

SAID COVENANTS, CONDITIONS AND RESTRICTIONS HAVE BEEN MODIFIED BY INSTRUMENT;

RECORDED: February 10, 1994 AND June 10, 2010

AUDITOR'S FILE NO.: [94-6264](#) AND [2010-012642](#)

(COPY IS HERETO ATTACHED)

4. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: CITY OF RICHLAND AND FOUNTAIN OF LIFE CHRISTIAN , ET AL

REGARDING: PROPERTY USE AGREEMENT

RECORDED: August 11, 1992

AUDITOR'S FILE NO.: [92-21217](#) (INCLUDES OTHER PROPERTY)

5. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED;

FROM: DESERT STREAMS BIBLE CHURCH (GRANTOR)

TO: JAMES R. HALFORD, A SINGLE MAN

RECORDED: AUGUST 20, 2001

RECORDING NO.: [2001-025797](#)

AS FOLLOWS:

SEE DEED ATTACHED FOR ALL RESERVATIONS AND EASEMENTS

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: DESERT STREAMS BIBLE CHURCH

PURPOSE: RIGHT OF WAY EASEMENT AND WELLHOUSE ACCESS

RECORDED: August 30, 2001

AUDITOR'S FILE NO.: [2001-027096](#)

AREA AFFECTED: INCLUDES OTHER PROPERTY

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: DESERT STREAMS BIBLE CHURCH AND JAMES R. HALFORD

PURPOSE: RIGHT OF WAY EASEMENT AND IRRIGATION LINES

RECORDED: August 30, 2001

AUDITOR'S FILE NO.: [2001-027097](#)

AREA AFFECTED: INCLUDES OTHER PROPERTY

CONTINUED

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: GTE NORTHWEST INCORPORATED
PURPOSE: RIGHT OF WAY EASEMENT AND COMMUNICATION SERVICES
RECORDED: May 23, 2002
AUDITOR'S FILE NO.: [2002-020160](#)
9. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
BETWEEN: CITY OF RICHLAND, A WASHINGTON MUNICIPAL CORPORATION AND SHORELINE LLC, A LIMITED LIABILITY WASHINGTON CORPORATION
REGARDING: FOR IMPLEMENTATION OF A RAILROAD CROSSING SYSTEM UPGRADE
RECORDED: May 29, 2003
AUDITOR'S FILE NO.: [2003-024853](#)
10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: RIVER TRAILS CLUB, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
PURPOSE: EMERGENCY VEHICLE ACCESS
RECORDED: March 16, 2011
AUDITOR'S FILE NO.: [2011-007985](#)
11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: CITY OF RICHLAND
PURPOSE: UTILITY EASEMENT
RECORDED: April 27, 2011
AUDITOR'S FILE NO.: [2011-011974](#)
12. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;
RECORDED: May 5, 2017
RECORDING NO.: [2017-011984](#)
IN FAVOR OF: CITY OF RICHLAND
FOR: ACCESS
AFFECTS: PORTION OF SUBJECT PROPERTY
13. EASEMENTS SHOWN ON THE FACE OF SURVEY NO. 1405 FOR ACCESS, UITLETY, OVERHEAD POWER LINE AND ALSO DISCLOSING A PUMP HOUSE.
14. ANY QUESTION THAT MAY ARISE DUE TO SHIFTING OR CHANGE IN THE COURSE OF THE YAKIMA RIVER DUE TO SAID YAKIMA RIVER HAVING CHANGED ITS COURSE.
15. PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES OF AMERICA TO REGULATE COMMERCE, NAVIGATION, FISHING AND PRODUCTION OF POWER.
16. ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER.
17. UNRECORDED TELEPHONE EASEMENT AS DISCLOSED BY SURVEY 2917 UNDER JOB NO. 3010 CONDUCTED BY STRATTON SURVEYING.

END OF SCHEDULE A EXCEPTIONS.

NOTES:

- a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

2595 DUPORTAIL ST
RICHLAND, WA 99352

- b. ACCORDING TO THE RECORDS OF BENTON COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.: 1-1598-201-1748-012
LAND: \$274,680.00
IMPROVEMENTS: \$0.00
TOTAL: \$274,680.00

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

PTN W2 OF 15-9-28

EXHIBIT "A"

THAT PORTION OF TRACT 2 OF RECORD SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 3572 LYING IN THE WEST HALF OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF DUPORTAIL STREET AND STATE ROUTE 240 (BYPASS HIGHWAY) AS SHOWN ON THE PLAT OF RICHLAND;

THENCE SOUTH 38°08'18" WEST ALONG THE CENTERLINE OF DUPORTAIL STREET 185.18 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE BOUNDARY OF SAID PLAT OF RICHLAND;

THENCE SOUTH 51°51'18" EAST ALONG SAID PLAT BOUNDARY 1582.28 FEET TO A POINT ON THE WEST LINE OF A 30 FOOT WIDE GAS LINE EASEMENT AS SHOWN ON SHORT PLAT 1748;

THENCE SOUTH 44°53'14" WEST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 120.64 FEET;

THENCE SOUTH 03°56'59" EAST ALONG THE WEST LINE OF SAID GAS LINE EASEMENT 181.54 FEET TO A POINT ON THE CORPS OF ENGINEERS TAKING LINE PER RECORD OF SURVEY 1-1405;

THENCE NORTH 78°45'16" WEST ALONG SAID TAKING LINE 1050.23 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 78°45'16" WEST ALONG SAID LINE 292.52 FEET;

THENCE NORTH 54°59'11" WEST CONTINUING ALONG SAID TAKING LINE 455.73 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DUPORTAIL STREET;

THENCE NORTH 48°10'35" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 65.08 FEET;

THENCE NORTH 38°18'04" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 91.54 FEET;

THENCE SOUTH 32°36'35" EAST 29.67 FEET;

THENCE SOUTH 44°11'12" EAST 30.63 FEET;

THENCE SOUTH 49°52'56" EAST 351.89 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 40°07'04" EAST 80.00 FEET;

THENCE EASTERLY ALONG SAID CURVE 51.64 FEET; THENCE SOUTH 86°52'12" EAST 198.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS NORTH 3°07'48" EAST 80.00 FEET;

THENCE EASTERLY ALONG SAID CURVE 65.01 FEET;

THENCE NORTH 46°34'01" EAST 20.45 FEET;

THENCE SOUTH 78°45'16" EAST 52.80 FEET;

THENCE SOUTH 38°08'42" WEST 198.47 FEET TO THE SAID TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RICHLAND BY STATUTORY WARRANTY DEED RECORDED May 5, 2017, UNDER RECORDING NO. 2017-011983.

(ALSO KNOWN AS LOT 2 OF SURVEY NO. 4185 RECORDED March 18, 2011, UNDER RECORDING NO. 2011-008089)

Cascade Title Company of Benton-Franklin Counties

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 **Cascade Title Company of Benton-Franklin Counties**

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.