



CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (PLN-T2-2025-00013)

Notice is hereby given that Brian Dixon, on behalf of Spencer Dixon, has applied for a major variance. The applicant is requesting relief from the standards of RMC Chapter 23.42.020, Ch. 23.38.020, and Ch. 23.18.040 to allow for conversion of an existing shop into an accessory apartment/dwelling unit. Additional information can be found on this webpage: <https://www.ci.richland.wa.us/departments/development-services/planning/land-use>.

Project Site: The project site is located at 615 Cherrywood Loop (APN 135082040001012).

Public Hearing: The Richland Board of Adjustment will conduct a public hearing and review of the application at 6:00 p.m., Thursday, June 19, 2025 at City Hall, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

Environmental Review: The proposal is not subject to environmental review.

Public Comment: Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Ryan Nelson, Planner, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to planning@ci.richland.wa.us.

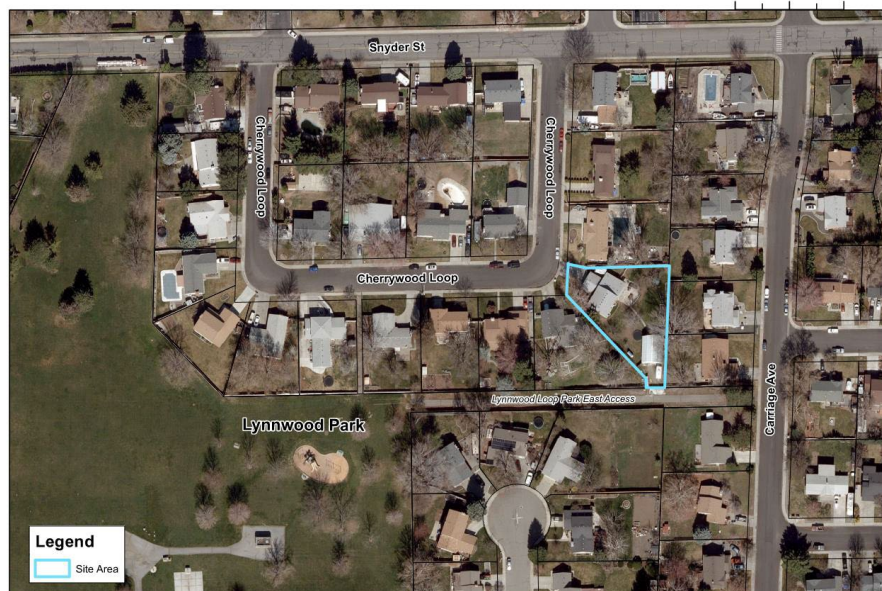
Comment Period Begins: May 25, 2025
Comment Period Ends: June 19, 2025

Written comments must be received no later than 5:00 p.m. on Wednesday, June 11th, 2025, to be incorporated into the staff report. Comments received after that time will be entered into the record during the hearing.

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

Vicinity Map

Item: 615 Cherrywood Loop - Major Variance
Applicant: Brian Dixon
File #: PLN-T2-2025-00013





City of Richland
625 Swift Blvd
Richland WA 99352
(509) 942-7794

Plan Snapshot Report

Plan Type: Type 2	Plan #: PLN-T2-2025-00013	App Date: 04/21/2025
Work Class: T2 - Major Variance	District: City of Richland	Exp Date: 08/19/2025
Status: In Review		Completed: NOT COMPLETED
Description: Convert existing shop into an ancillary apartment. Variance is requested from the setback distance from the rear property line, height and single story restrictions, compatible style and color provisions, and 800 square foot limitations.		Approval Expire Date:

Parcel:	Address: 615 Cherrywood Loop Richland, WA 99354	Main	Zone:
Property Owner Spencer / Tyleen Dixon 615 Cherrywood LOOP Richland, WA 99354 Mobile: (509) 222-4483	Applicant Brian J Dixon 1805 Mc Pherson AVE Richland, WA 99354 Home: (509) 554-9196 Business: (509) 554-9196 Mobile: (509) 554-9196		

Plan Custom Fields

What unusual conditions exist on your property.	The primary unusual circumstance is the presence of a substantial, legally established pole building (shop) that has existed on the property for over 25 years, predating our ownership. Due to the specific configuration of the lot, the location of the existing primary residence, required setbacks for new construction, and significant utility easements along the north property line and crossing the eastern third of the property between the existing buildings, there is no feasible alternative location on the parcel to construct a new accessory dwelling unit (ADU) that would comply with standard setback and location requirements. The existing shop represents the only viable structure suitable for conversion to an ADU, but its placement and size, established long ago, do not meet the current specific ADU standards regarding setbacks (closer than 15 ft to rear line), potential size (>800 sq ft), potential height	(>17 ft), and interpretation of the attic space as a potential second story. The combination of the pre-existing, non-conforming structure and the physical constraints of the lot creates an extraordinary condition preventing standard ADU development.	Were these conditions caused directly by you. No. The special conditions and circumstances were not caused by us. The shop structure, its size, location, and height were established well over 25 years ago by a previous owner. Furthermore, the lot configuration and the location of utility easements are inherent characteristics of the property that existed prior to our ownership and are outside of our control. We are seeking to adapt an existing feature of the property, not seeking relief from conditions we created.
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PLAN SNAPSHOT REPORT (PLN-T2-2025-00013)

How does code deprive you rights enjoyed by others

A literal interpretation of the current ADU standards (Title 23) regarding setbacks, size, height, and story definition, when applied to our pre-existing structure, would effectively deprive us of the right to establish an ADU on our property – a right commonly enjoyed by other residential properties in Richland. Because there is no other feasible location on the lot due to the constraints mentioned in question 1, denying the conversion of the only suitable existing structure essentially prohibits ADU development for us. Other property owners without these specific pre-existing structural and lot constraints have the ability to site and build compliant ADUs.

Furthermore, recent state law (RCW 36.70A.681 / EHB 1337) explicitly aims to facilitate ADUs, including requiring municipalities to allow conversion of existing structures despite setback violations and setting minimum allowances of 1,000 sq ft floor area and 24 ft height. A literal interpretation of potentially older local standards that conflict with this state mandate would deprive us of rights the state legislature intends property owners to have, and rights enjoyed by owners in jurisdictions that have aligned their codes with state law.

Does this variance create a special privilege.

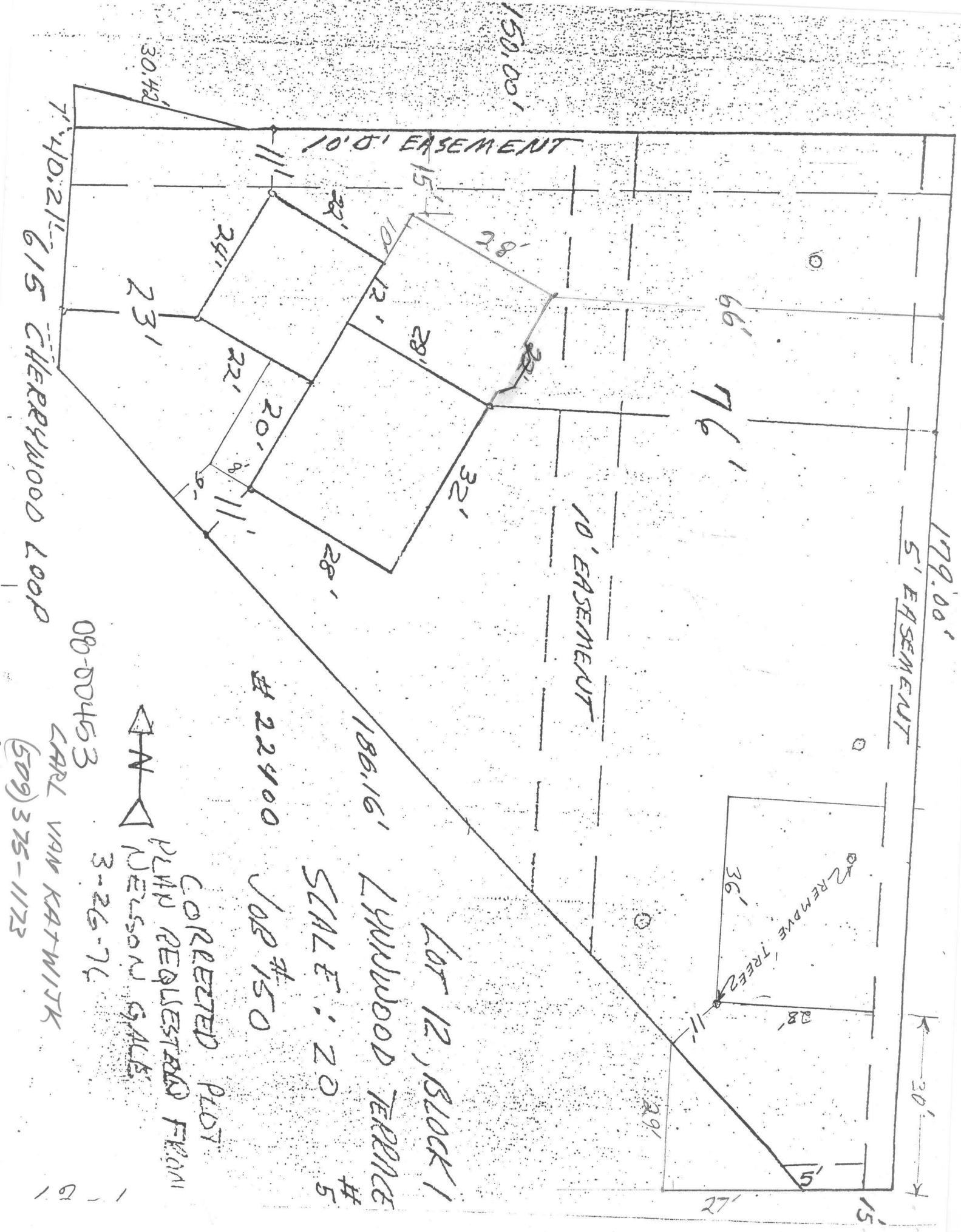
Granting this variance would not confer a special privilege, but rather provide relief from a unique hardship imposed by the application of current standards to a pre-existing condition. It allows for the reasonable use of a structure that has been part of the property's landscape for decades.

It addresses an existing situation: We are not asking to build something new that violates code; we are asking to repurpose a long-standing, legally established structure. Minimal Impact: The structure's external footprint and overall visual impact will not change significantly. It has limited visibility from public streets and has been present for over 25 years without issue. The conversion does not create a new imposition on the neighborhood. Consistency with State Goals: Granting the variance aligns with the state's expressed intent (RCW 36.70A.681) to encourage ADUs and specifically allow the conversion of existing structures, recognizing such conversions often involve non-compliance with standard setbacks, size, or height for new construction. It allows us an opportunity similar to what state law provides for homeowners statewide.

Reasonable Use: It allows us to achieve a beneficial use of our property consistent with residential purposes, similar to other homeowners in the district who are able to establish ADUs. It corrects a situation where strict code application to a pre-existing structure unfairly restricts our property rights compared

to others.

Other considerations.	<p>The existing shop structure was built to serve the specific needs of a previous owner and currently provides limited benefit to our family. Converting it to an ADU allows for a beneficial use consistent with the residential nature of the property, providing needed flexible housing space for our family.</p> <p>Regarding specific deviations:</p> <p>Size: Although the entire structure exceeds the current local limit, our submitted plans show the actual designated ADU living space has been internally limited to fit within the 800 sq ft limit. Also, note that state law sets a minimum allowance of 1,000 sq ft, which would support the entire structure.</p> <p>Height/Story: The "attic" space is largely unusable for living due to the intrusion of structural members and limited headroom caused by the roof slope. Defining this storage area as a second story seems inconsistent with the intent of the one-story limitation, which is typically aimed at controlling building mass and overlook potential, neither of which is impacted by this attic space. The overall height is likely well within the 24-foot minimum allowance set by state law.</p> <p>Setback: The structure's location is fixed and pre-dates current ownership. State law specifically requires municipalities to allow conversions even when setbacks are violated. The structure is not easily viewed from any public street and its conversion will not alter the character of the neighborhood. We intend to fully comply with all applicable building, fire,</p>	<p>health, and safety code requirements for the conversion to ensure a safe and quality living space. Granting the variance allows for the practical and beneficial reuse of an existing structure, consistent with state housing goals, without negatively impacting the surrounding area.</p>
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**Benton County Property Search**64948
615 CHERRYWOOD LOOPDIXON SPENCER & TYLEEN
615 CHERRYWOOD LOOP
RICHLAND, WA 99354Total Market Value
\$493,110**KEY INFORMATION**

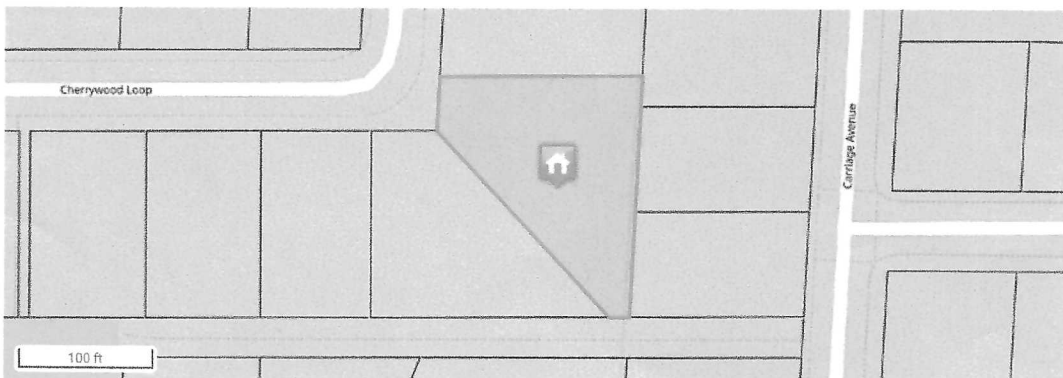
Parcel # / Geo ID	135082040001012		
Use Code	11 Single Unit		
Township	10	Section	35
Range	28	Legal Acres	0.38
Neighborhood	160004	Subdivision / Section	915
Land Size Acres	0.3791	Land Size Sq Foot	16,516
Legal Description	SECTION 35, TOWNSHIP 10 NORTH, RANGE 28 EAST, QUARTER NW: LYNNWOOD TERRACE #5, BLOCK 1, LOT 12 TOGETHER WITH A PORTION OF LOT 13 DEFINED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13 BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 01° 59' 44" EAST, EAST ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 7.00 FEET; THENCE DEPARTING FROM SAID WEST LINE SOUTH 77° 54' 51" EAST A DISTANCE OF 30.42 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 13, THENCE SOUTH 88° 48' 18" WEST ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; AND TOGETHER WITH PORTION OF LOT 11 DEFINED AS FOLLOWS; BEGINNING AT THE MOST EASTERLY POINT OF SAID LOT 11, BEING THE TRUE POINT OF BEGINNING, THENCE GOING WESTERLY 13 FEET ALONG THE SOUTH PROPERTY LINE, THENCE GOING 14 FEET, AT A 90° ANGLE TO THE NORTH TO THE EASTERLY PROPERTY LINE (BEARING SOUTH 43° 45' 31" EAST) THENCE GOING 19 FEET SOUTHEASTERLY ALONG THE EASTERLY PROPERTY LINE TO THE TRUE POINT OF BEGINNING, PROTECTIVE COVENANTS 10/15/74, DESCRIPTION CHANGE 3/10/76. SUBJECT TO EASEMENTS, RIGHTS OF WAY, PROTECTIVE COVENANTS, AND MINERAL RESERVATIONS OF RECORD IF ANY. (DESCRIPTION CHANGE PER AF#2014-033335, 12/26/2014).		
Taxing District	R1	Exemption	None

ASSESSMENT DETAILS

Improvement Homesite Value	\$0
Improvement Non-Homesite Value	\$443,110
Land Homesite Value	\$50,000
Land Non-Homesite Value	\$0
Market Value	\$493,110
Assessed Value	\$493,110
Taxable Value	\$493,110

LAND

LAND TYPE	SOIL TYPE	AG USE	PRIMARY USE	LAND SIZE ACRES	LAND SIZE SQ FOOT
9	None	-	11	0.3791	16516.00



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



Commitment Number:

472012876
Revision 1 - Added
Lender

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Ticor Title Company
8101 W Grandridge Blvd., Suite 110
Kennewick, WA 99336

Countersigned By:

A handwritten signature in black ink, appearing to be 'CJG', written over a horizontal line.

Authorized Officer or Agent

Commonwealth Land Title Insurance Company

By:

A handwritten signature in black ink, appearing to be 'M. Fin', written over a horizontal line.

President

Attest:

A handwritten signature in black ink, appearing to be 'Majorie Kemzura', written over a horizontal line.

Secretary

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TICOR TITLE COMPANY

REVISION 1 - Added Lender

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Angela Carr Ticor Title Company 8101 W Grandridge Blvd., Suite 110 Kennewick, WA 99336 Phone: 509-579-7020 Fax: 844-894-6828 Main Phone: (509)579-7020 Email: Angela.Carr@ticortitle.com	Escrow Officer: Kennewick Branch Ticor Title Company 8101 W Grandridge Blvd., Suite 110 Kennewick, WA 99336 Phone: 509-579-7020 Fax: 844-894-6828 Main Phone: (509)579-7020 Email: alex.figueroa@ticortitle.com

SCHEDULE A

1. Commitment Date: July 27, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowner's Policy of Title Insurance 2013

Proposed Insured: Spencer Dixon and Tyleen Dixon, both presumptively subject to the community property interest of a spouse/registered domestic partner, if any

Proposed Policy Amount: \$465,000.00

Premium:	\$	1,291.00
Tax:	\$	111.03
Rate:	Homeowner's Short Term	
Total:	\$	1,402.03
 - (b) ALTA Loan Policy 2006

Proposed Insured: Primelending A PlainsCapital Company, ISAOA

Proposed Policy Amount: \$418,500.00

Premium:	\$	712.00
Tax:	\$	61.23
Rate:	Lender Extended	
Total:	\$	773.23
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

Carl Van Katwijk and Anja I Van Katwijk, husband and wife
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 1-3508-204-0001-012

Lynnwood Terrace #5, Block 1, Lot 12, TOGETHER WITH that portion of Lot 13 defined as follows:

Beginning at the Southwest corner of said Lot 13 being the True Point of Beginning, thence North 01°59'44" East, East along the West line of said Lot 13 a distance of 7.00 feet, thence departing from said West line South 77°54'51" East a distance of 30.42 feet to a point on the South line of said lot 13, thence South 88°48'18" West along said South line a distance of 30.00 feet to the True Point of Beginning. AND TOGETHER WITH portion of Lot 11 defined as follows:

Beginning at the most Easterly point of said Lot 11, being the True Point of Beginning, thence going Westerly 13 feet along the South property line, thence going 14 feet, at a 90° angle, to the North to the Easterly property line (bearing South 43°45'31" East), thence going 19 feet Southeasterly along the Easterly property line to the True Point of Beginning.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

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

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

9. Payment of the real estate excise tax, if required.

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

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

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

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

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

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

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

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

10. Property taxes and assessments for the year(s) 2020 are to be paid, pro rata by the buyer and seller at settlement.
11. If the proposed insured is a married person or member of a registered domestic partnership acquiring title as a separate estate, the Company will require a Deed be executed by the spouse or registered domestic partner of the proposed insured to establish separate property.

A deed from the spouse or registered domestic partner will not eliminate the requirement that both spouses or registered domestic partners execute any new monetary encumbrances to comply with the automatic homestead provisions of RCW 6.13.060 if both spouses or registered domestic partners intend to reside on the Land.

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

12. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$192,000.00
 Dated: March 20, 2012
 Trustor/Grantor: Carl Van Katwijk and Anja Van Katwijk, husband and wife
 Trustee: Benton Franklin Title Company
 Beneficiary: Gesa Credit Union
 Recording Date: March 26, 2012
 Recording No.: 2012-008443

END OF REQUIREMENTS**NOTES**

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

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

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

Note C: Note: Covered Risks 14, 15, 16 and 18 contained in the ALTA Homeowner's Policy of Title Insurance For a One-to-Four Family Residence (10/22/03) include certain deductibles and maximum dollar limits to coverage. The Covered Risks, the deductibles and our maximum dollar limit of liability are:

	Your Deductible Amount:	Our Maximum Dollar Limit:
Covered Risk 14:	1% of Policy Amount, or \$2,500 (whichever is less)	\$10,000
Covered Risk 15:	1% of Policy Amount, or \$5,000 (whichever is less)	\$25,000
Covered Risk 16:	1% of Policy Amount, or \$5,000 (whichever is less)	\$25,000
Covered Risk 18:	1% of Policy Amount, or \$2,500 (whichever is less)	\$5,000

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

Note D: Note: The Company is willing to issue an Extended Coverage Lenders Policy. General Exceptions A-D, inclusive, are hereby deleted.

ALTA 22-06, ALTA 8.1 and ALTA 9-06 Endorsements will issue with the forthcoming lenders policy.

Note E: Paragraphs A, B, C, D, E, F, G, H, and I of the General Exceptions will not appear in the ALTA Homeowner's Policy of Title Insurance to be issued.

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

615 Cherrywood Loop
Richland, WA 99354

Note G: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Lot(s): 12 and ptn of 13 and 11 Block: 1 Plat of Lynnwood Terrace No. 5
Tax Account No.: 1-3508-204-0001-012

Note H: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

Note I: Note: Examination of the Public Records discloses no judgments or other matters pending against the name(s) of the proposed insured which would appear as exceptions in the policy.

END OF NOTES**END OF SCHEDULE B, PART I**

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



**SCHEDULE B, PART II
EXCEPTIONS**

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

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

GENERAL EXCEPTIONS

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

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

SPECIAL EXCEPTIONS

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

Year: 2020
Tax Account No.: 1-3508-204-0001-012
Levy Code: R1
Assessed Value-Land: \$42,000.00
Assessed Value-Improvements: \$291,470.00

General and Special Taxes:

Billed: \$4,057.98
Paid: \$2,029.01
Unpaid: \$2,028.97

2. Easement as delineated and/or dedicated on the face of said plat:
Purpose: Utility

3. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 15, 1974
Recording No: 671371

END OF SCHEDULE B, PART II

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

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COMMITMENT CONDITIONS**1. DEFINITIONS**

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

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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(continued)

- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

END OF CONDITIONS

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RECORDING REQUIREMENTS

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

First page or cover sheet:

3" top margin containing nothing except the return address.

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

Title(s) of documents.

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

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

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

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

Assessor's tax parcel number(s).

Return address (in top 3" margin).

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

Additional Pages:

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

All Pages:

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



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective April 9, 2020

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

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

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

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

Security of Your Information

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

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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

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

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

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

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

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

Accessing and Correcting Information; Contact Us

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

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