City of Richland Development Services

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

STAFF REPORT

File Number: PLN-T2-2025-00013 Meeting Date: June 19, 2025

Prepared By: Ryan Nelson, Planner

General Information

Applicant: Brian Dixon, on behalf of the property owner, Spencer Dixon

Location: 615 Cherrywood Loop, Richland, WA 99354

Parcel #: 135082040001012

Request: Major Variance to RMC Chapter 23.22.040 – To convert an existing shop into an

accessory apartment. Variances are being requested from: 1) the setback distance from the rear property line; 2) height and single-story restrictions; 3) compatible style and color provisions, and 4) 800 square foot limitations. The requirements for an accessory apartment are described in RMC Chapter 23.42.020 – Accessory

Apartments.

Zoning: R-1-10 (Single-Family Residential – 10,000)

Legal

Description: Lot 12 and a portion of Lot 13, Block 1, Plat of Lynnwood Terrace #5, located within

Section 35, Township 10 North, Range 28 East, W.M., Benton County, WA.

Adjacent

Uses: North: One-Family Detached Dwellings

East: One-Family Detached Dwellings

South: Pedestrian Path connecting Carriage Ave to Lynnwood Park and One-

Family Detached Dwellings

West: One-Family Detached Dwellings

Reason for Request

The applicant is requesting four (4) different variances to authorize the conversion of an existing 1,008 square foot shop into a detached accessory apartment (i.e. accessory dwelling unit). The subject property currently contains an existing detached shop building, which the applicant would like to convert into an accessory apartment. However, the existing shop building is larger than 800 square feet in size, is taller than 15 feet in height, is located closer to the rear property line than 15 feet and is not similar in appearance to the existing single-family residence.

Applicable Richland Municipal Code Review

RMC Chapter 23.18 – Residential Zoning Districts

23.18.025(A): All dwellings shall be placed on permanent foundations.

23.18.030 - Residential use districts permitted land uses

Land Use	R-1-12	R-1-10	R-2	R-2S	R-3
Residential Uses					
Accessory Apartments	A^1	A^1	A^1	A^1	A^1
Accessory Buildings ¹⁴	Α	Α	Α	Α	Α

^{1.} RMC 23.42.020

RMC Chapter 23.38.030 through 23.38.070, as stated in footnote 14, are not applicable to this application.

RMC Chapter 23.38.020 – Accessory buildings in residential zoning districts

(B)(4): When a detached accessory building is built adjacent to the back half of the

adjoining lot or is 75 feet or more from any right of way line bounding the lot, the

following setbacks shall apply:

(B)(4)(c): Any accessory building exceeding 600 square feet in floor area shall be set back a

minimum of five feet from the rear and side property lines.

RMC Chapter 23.42.020 – Accessory apartments

One accessory apartment per single-family dwelling unit is allowed within all single-family zones within the City under the following conditions:

(A): Accessory apartment units established in conformance with the provisions of this

section may be allowed as permitted uses on lots zoned for single-family dwellings. No more than one accessory apartment unit per legal lot is permitted and it must be accessory to a detached single-family residence. A lot occupied by

two or more dwellings shall not be permitted an accessory apartment unit.

(B): An accessory apartment unit may be added onto an existing single-family

residence, built adjacent to a single-family residence or constructed in conjunction

with a new residence.

(C): Each accessory apartment shall have a kitchen and a bathroom and shall not

contain more than two bedrooms.

(D): An accessory apartment shall not exceed 40 percent of the dwelling's total floor

area, and shall not exceed 800 square feet of interior floor space nor be less than

200 square feet of interior floor space.

(E): Minimum required parking of RMC 23.54.020 must be met. One additional

parking space for the accessory apartment unit is required.

(F): Prior to the issuance of a building permit establishing an accessory apartment unit,

^{14.} Accessory buildings and structures are subject to RMC 23.38.020 – 23.38.070

the property owner shall record a deed restriction with the Benton County auditor's office. The document shall be in a form prescribed by the planning director and include a description of the location and size of the accessory apartment unit and a covenant that one of the dwelling units is, and will continue to be, occupied by the owner of the property as the owner's principal and permanent residence for as long as the other unit is being otherwise occupied or rented. The owner shall maintain residency for at least six months out of the year, and at no time receive rent for, or otherwise allow to be occupied, the owner occupied unit when absent the remainder of the year. Falsely certifying owner occupancy shall be considered a violation of the zoning ordinance and is subject to enforcement action.

- (G): An accessory apartment permit is required prior to any building permit for alterations or new construction. The permit must be reviewed and approved by applicable city departments.
- (H): An accessory apartment must be connected to the utilities (except telephone and television) of the dwelling unit and may not have separate services.
- (I): An attached accessory apartment shall have a separate address, provided it is the same as the primary dwelling with a "B" suffix. A detached accessory apartment unit shall have a separate address and may be the same as the primary dwelling with a "B" suffix or may have an address number different from that of the primary dwelling.
- (J): The design and size of an accessory apartment unit shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health and any other applicable codes.
- (M): Accessory apartment units that are detached from the primary dwelling shall meet the following criteria:
- (M)(1): The accessory apartment unit shall be located at least six feet from the primary dwelling unit.
- (M)(2): An accessory apartment unit shall conform to requirements for the primary residence, including, but not limited to: lot coverage; front, side and rear yard setbacks; and width of lot at the building line. Maximum building height for a detached accessory apartment unit is 15 feet and the structure is limited to a single story; provided, that the rear setback requirement for an accessory apartment unit may be reduced to 15 feet, if a solid privacy fence is also erected along the rear property boundary.
- (M)(3): The exterior appearance of an accessory apartment unit shall be architecturally compatible with the primary residence. Compatibility includes coordination of architectural style; exterior building materials and color; roof material, form and pitch; window style and placement; other architectural features; and landscaping.

Site Description

According to the City's internal GIS, the site (615 Cherrywood Loop) is approximately 17,650 square feet in size, which consists of a one-family detached dwelling unit (footprint is approximately 3,396 sq. ft.)

and a detached shop (footprint is approximately 1,008 sq. ft.). The parcel is relatively flat and has a unique shape that fronts Cherrywood Loop at a corner, extends to the east and the south, eventually abutting the Lynnwood Loop Park East Access to Carriage Avenue at the southern end of the parcel.

There are four (4) recorded and active easements on the property:

- 1. A 15-foot sewer and storm easement, running east and west, with approximately 10 feet of said easement located within the northern portion of the parcel.
- 2. A 10-foot sewer easement, running north and south, located in the middle of the parcel.
- 3. A 5-foot utility easement, running north and south, located along the eastern portion of the parcel.
- 4. A 5-foot utility easement, running east and west, located along the south parcel boundary.

Staff Analysis

Upon review of the applicant's responses to the questions described in the "Plan Snapshot Report," City staff has determined that the applicant's reason for the requested variances is due to the existence of the shop building, which they would like to convert into an accessory apartment. Part of their justification is the fact that the shop building is existing and while it doesn't meet all of the requirements for an accessory apartment, according to the City of Richland's Municipal Code, the state of Washington adopted Engrossed House Bill (EHB) 1337 (July 23, 2023) requiring Richland and other municipalities to adopt/revise accessory dwelling unit (ADU) regulations consistent with those found in EHB 1337.

EHB 1337 is a House Bill that allows for the construction of new ADUs within designated urban growth areas. This bill includes rules and regulations about how many ADUs can be built upon any legal lot of record, the minimum square footage of an ADU, whether the ADU can be attached (internally or externally), detached, or be a converted detached structure, etc.

Within EHB 1337, Section 3, subsection (1)(a) states:

"Cities and counties planning under this chapter must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements of this section and of section 4 of this act, to take effect six months after the jurisdiction's next periodic comprehensive plan update required under RCW 36.70A.130."

According to the Washington State Department of Commerce (https://www.commerce.wa.gov/growth-management/gma-topics/periodic-update/), the City of Richland, Kennewick, and other jurisdictions within Benton County, have a periodic comprehensive plan update of December 31, 2026. Under EHB 1337, the City, along with other neighboring jurisdictions, are not required to adopt the new regulations until the December 31, 2026, deadline.

Until the City adopts the rules and regulations of EHB 1337, the current regulations of RMC Chapter 23.42.020 shall apply to the site and any other residentially zoned property within the City. Unfortunately, this means that while ultimately the City's regulations will be revised, they will not likely be completed for approximately another 18 months. Essentially, the applicant is requesting the City to approve these variance requests based upon future laws the City will likely adopt, rather than the rules

currently in place.

Public Notice

Application Date: April 21, 2025
Notice of Application & Hearing Mailed: May 23, 2025
Notice of Application & Hearing Posted: May 23, 2025
Public Hearing Date: June 19, 2025

A combined Notice of Application & Hearing was provided through posting of the property, mailing of notice to property owners within 100 feet of the site, publication in the *Tri-City Herald* and posting on the City's website.

Agency & Public Comments

To date, Staff has not received any agency comments of concern regarding the proposed project. One agency made some recommendations for the proposal, if approved, and one public comment of concern regarding the proposed project was received as of the date the staff report was written (see Exhibit 6).

Staff Findings

The following are Staff's findings relative to the requirement for the granting of a variance as set forth in RMC Sections 23.70.110 – Applications and RMC 23.70.140 – Findings. The applicant's responses, as well as staff's analysis can be found below:

1. That special conditions and circumstances exist which are peculiar to the subject property and not applicable to other properties in the same zoning district.

Applicant Response: 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.

<u>Staff Analysis</u>: The special conditions or circumstances that exist, as stated above, on this property also occur elsewhere within the City and undoubtedly within areas zoned R-1-10. As a result, this is not a special condition or circumstance that is only applicable to the subject property. Adoption of ESB 1337 affords the City until December 31, 2026 to be in compliance with the state requirements and therefore, the applicant's variance request(s) are premature.

2. That literal interpretation of this title would deprive the applicant rights commonly enjoyed by other properties in the district.

<u>Applicant Response</u>: 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.

<u>Staff Analysis</u>: The literal interpretation of this title (Title 23) would not deprive the applicant of rights commonly enjoyed by others within the same zoning district or any other residentially zoned district within the City.

ESB 1337, states that jurisdictions have up to six (6) months after the next periodic comprehensive plan update to adopt the regulations set forth in the House Bill. Until such time, the current City regulations take precedence.

Moreover, if another property within the same zoning district (R-1-10), with the same lot dimensions, applied for an accessory apartment/accessory dwelling unit, that property would be held to the same standards for an accessory apartment, as described in RMC Chapter 23.42.020.

3. That the special conditions and circumstances do not result from actions of the applicant.

<u>Applicant Response</u>: 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.

<u>Staff Analysis</u>: The special condition or circumstance, as stated by the applicant, was not a result from actions of the applicant, but was created by the previous property owners. However, the

parcel is large enough that there is sufficient room to construct an accessory apartment elsewhere on the property which does meet current regulations.

4. That granting the variance will not confer a special privilege to the applicant that is denied others in the same use district.

<u>Applicant Response</u>: 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.

Staff Analysis: The granting of this variance would confer a special privilege to the applicant, as the regulations of EHB 1337 have not been adopted by the City of Richland. Furthermore, RCW 36.70A.680(1)(a) states: "Cities and counties planning under this chapter [36.70A – Growth Management] must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements of this section and of RCW 36.70A.681 to take effect six months after the jurisdiction's next periodic comprehensive plan update required under RCW 36.70A.130." Per the Washington State Department of Commerce, the City of Richland has until December 31, 2026 to adopt the new regulations of EHB 1337 and RCW 36.70A.680.

Conclusion

Based upon the information and analysis contained above, it is Staff's opinion that the proposed variance request(s) have not been justified in a manner which affords Staff the ability to support the variance request(s). The burden of proof is on the applicant to demonstrate "why" they are unable to comply with the requirements of the City's municipal code. In this instance, it appears

that the applicant is wanting to obtain a series of variances based upon the fact that an existing structure is located upon the site so as to not need to construct a new conforming structure. However, until the City adopts updated accessory apartment regulations, the current regulations must be upheld and assumption as to what future regulations will require is irrelevant.

Suggested Conclusions of Law

- 1. The Board of Adjustment has jurisdiction to hold a public hearing and issue a decision for the proposed Zoning Variance.
- 2. The proposed variance is inconsistent with the goals and policies of the City's Comprehensive Plan.
- 3. The Board of Adjustment is unable to grant the proposed variance request as the requested variance is the minimum necessary to make reasonable use of the property and is inconsistent with the general purpose and intent of the Code.
- 4. Literal interpretation of the ordinance would not deny the applicant of rights commonly enjoyed by other properties in the district as the existing accessory apartment regulations found in RMC 23.42.020 do not deny the applicant of the right to have an accessory apartment.

Suggested Finding of Fact

- 1. Brian Dixon has applied for a Major Variance, on behalf of Spencer Dixon (property owner), allowing for the conversion of the existing shop into an accessory apartment.
- 2. The subject property is located at 615 Cherrywood Loop.
- 3. The subject site is generally bordered by other residential uses and a public pedestrian walking trail to Lynnwood Park and Carriage Avenue.
- 4. The subject site is approximately 17,650 square feet in size.
- 5. The lot is generally polygon-shaped with a small stub along the south property line connecting the lot to an existing pedestrian trail.
- 6. There are four (4) different easements recorded on the property, which restrict placement of accessory structures. The usable (net) land for this parcel is approximately 14,017 square feet in size.
- 7. The subject site currently has an existing one-family detached dwelling and a detached shop.
- 8. Richland Municipal Code Chapter 23.42.020 imposes multiple restrictions for detached accessory apartments, including, but not limited to, setbacks, building height, limitation of a single-story, and exterior appearance compatibility to the primary residence.

- 9. Pursuant to RMC 23.70.060 the Board of Adjustment is the authorized review body for Major Variance review proceedings.
- 10. The site is designated as Low-Density Residential by the City's Comprehensive Plan.
- 11. The site is not located within the jurisdiction of the City's Shoreline Master Program, nor does it contain any critical areas regulated by RMC 22.10.
- 12. All public notification requirements have been met.
- 13. No comments of concern from public agencies were received.
- 14. One (1) public comment of concern was received.
- 15. Requirements for granting variances are set forth in Richland Municipal Code (RMC) Sections 23.70.110 Applications and 23.70.140 Findings.
- 16. The requested variance is not the minimum necessary to continue reasonable use of the property.
- 17. Literal interpretation of the ordinance does not deny the applicant rights commonly enjoyed by other properties in the district.

Recommended Motion

I move that the Board of Adjustment concur with the Findings and Conclusions set forth in the staff report and **DENY** the variance to RMC 23.42.020 authorizing the conversion of the existing 1,008 square foot shop into an accessory apartment.

Exhibit List

- 1. Application Materials
- 2. Building Plans (File #BLDRC-2025-00509)
- 3. Session Law of EHB 1337
- 4. Vicinity and Related Maps
- 5. Public Notice & Affidavits
- 6. Agency and Public Comments





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

Plan Snapshot Report

Main

Zone:

PLN-T2-2025-00013 04/21/2025 Plan Type: Type 2 Plan #: App Date:

Work Class: T2 - Major Variance City of Richland 08/19/2025 District: Exp Date:

In Review NOT COMPLETED Status: 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.

Address: 615 Cherrywood Loop Richland, WA 99354

Property Owner Applicant Spencer / Tyleen Dixon Brian J Dixon

615 Cherrywood LOOP 1805 Mc Pherson AVE Richland, WA 99354 Richland, WA 99354 Mobile: (509) 222-4483 Home: (509) 554-9196 Business: (509) 554-9196

Mobile: (509) 554-9196

Plan Custom Fields

Parcel:

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 No. The special conditions

Approval

Expire Date:

caused directly by you. 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

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.

PLAN SNAPSHOT REPORT (PLN-T2-2025-00013)

625 Swift Blvd. Richland. WA 99352

Other considerations.

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.

Regarding specific deviations:

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. 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 Setback: The structure's

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,

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.

Benton County Property Search

64948

615 CHERRYWOOD LOOP

DIXON SPENCER & TYLEEN 615 CHERRYWOOD LOOP RICHLAND, WA 99354 Total Market Value \$493,110

KEY INFORMATION

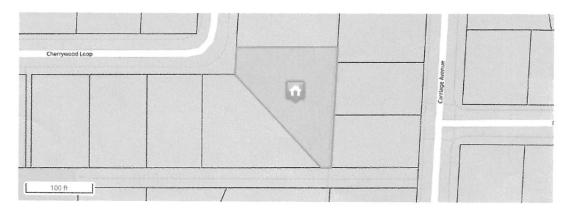
Parcel # / Geo ID	135082040001012				
Use Code	11 Single Unit				
Township	10	Section	35		
Range	28	Legal Acres	0.38		
Neighborhood	160004	Subdivision / Section	915		
Land Size Acres	0.3791	Land Size Sq Foot	16,516		
Legal Description	SECTION 35, TOWNSHIP 10 NORTH, RANGE 28 EAST, QUARTER NW: LYNNWOOD 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



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.

Commonwealth Land Title Insurance Company

By:

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

President

Countersigned By:

Attest:

Mayou Mangua

Secretary

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 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.

Copyright American Land Title Association. All rights reserved.



TICOR TITLE COMPANY

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

SCHEDULE A

Commitment Date: July 27, 2020 at 08:00 AM

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

The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

The Title is, at the Commitment Date, vested in:

Carl Van Katwijk and Anja I Van Katwijk, husband and wife

The Land is described as follows:

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

END OF SCHEDULE A

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.

Copyright American Land Title Association. All rights reserved.



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.

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 II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

AMERICAN LAND TITLE ASSOCIATION

All of the following Requirements must be met:

- The Proposed Insured must notify the Company in writing of the name of any party not referred to in this 1. 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.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must 4. 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.
- The application for title insurance was placed by reference to only a street address or tax identification number. The 6. 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

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.

Copyright American Land Title Association. All rights reserved.

Printed: 08.03.20 @ 08:45 AM



The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as

(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.

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.

Copyright American Land Title Association. All rights reserved.

LAND TITL ASSOCIATION

(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: 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: 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

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 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.

Copyright American Land Title Association. All rights reserved.



(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: 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 bady of the description.

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

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 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.

Copyright American Land Title Association. All rights reserved.



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.

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.

Copyright American Land Title Association. All rights reserved.



SCHEDULE B, PART II **EXCEPTIONS**

(continued)

SPECIAL EXCEPTIONS

General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half 1. 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.

Copyright American Land Title Association. All rights reserved.



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.

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.

Copyright American Land Title Association. All rights reserved.



(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.

PRO-FORMA POLICY

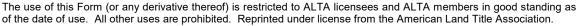
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure

END OF CONDITIONS

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.

Copyright American Land Title Association. All rights reserved.

Printed: 08.03.20 @ 08:45 AM



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.



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

<u>Cookies</u>. 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.

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

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

<u>Links to Other Sites</u>. 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.

<u>For California Residents</u>: 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.

<u>For Nevada Residents</u>: 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.

<u>For Oregon Residents</u>: 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.

<u>For Vermont Residents</u>: 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.

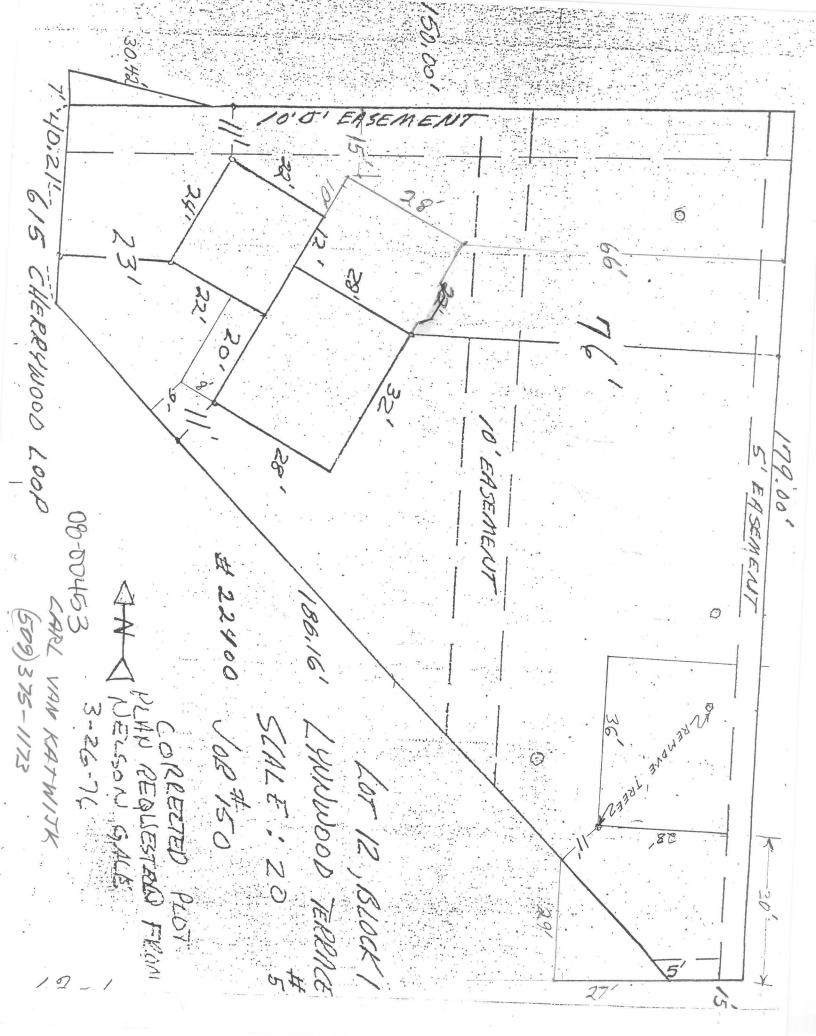
Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

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



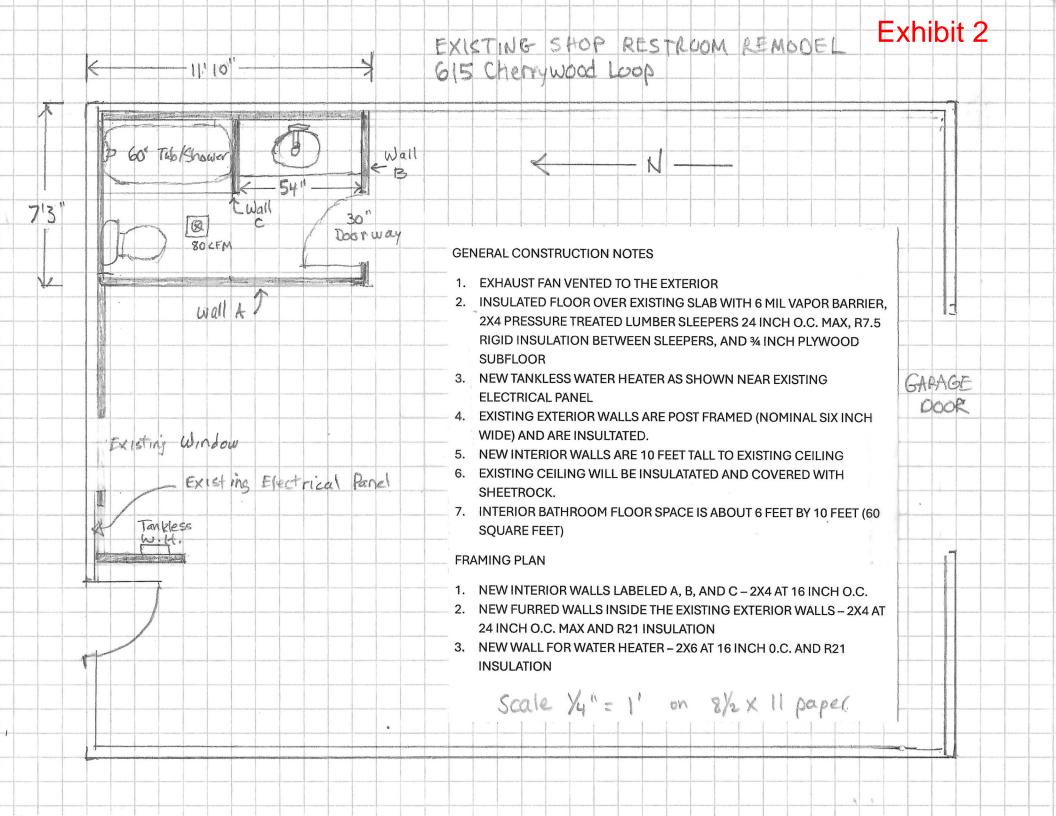


Exhibit 3

CERTIFICATION OF ENROLLMENT

ENGROSSED HOUSE BILL 1337

Chapter 334, Laws of 2023 (partial veto)

68th Legislature 2023 Regular Session

GROWTH MANAGEMENT ACT-ACCESSORY DWELLING UNITS-URBAN GROWTH AREAS

EFFECTIVE DATE: July 23, 2023

Passed by the House April 14, 2023 Yeas 85 Nays 11

LAURIE JINKINS

Speaker of the House of Representatives

Passed by the Senate April 6, 2023 Yeas 39 Nays 7

DENNY HECK

President of the Senate

Approved May 8, 2023 1:13 PM with the exception of section 5, which is vetoed.

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED HOUSE BILL 1337** as passed by the House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 10, 2023

JAY INSLEE

Governor of the State of Washington

Secretary of State State of Washington

ENGROSSED HOUSE BILL 1337

AS AMENDED BY THE SENATE

Passed Legislature - 2023 Regular Session

State of Washington

68th Legislature

2023 Regular Session

By Representatives Gregerson, Barkis, Berry, Christian, Duerr, Fitzgibbon, Taylor, Ramel, Reeves, Simmons, Walen, Graham, Bateman, Reed, Lekanoff, Doglio, Tharinger, Cortes, Macri, and Stonier

Read first time 01/16/23. Referred to Committee on Housing.

- AN ACT Relating to expanding housing options by easing barriers 1 2 to the construction and use of accessory dwelling units; amending RCW 3 36.70A.696, 43.21C.495, and 36.70A.280; adding new sections to chapter 36.70A RCW; adding a new section to chapter 64.34 RCW; adding 4 a new section to chapter 64.32 RCW; adding a new section to chapter 5 64.38 RCW; adding a new section to chapter 64.90 RCW; creating a new 6 7 section; and repealing RCW 35.63.210, 35A.63.230, 36.70A.400, 8 36.70.677, and 43.63A.215.
- 9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:
- NEW SECTION. Sec. 1. (1) The legislature makes the following findings:
- 12 (a) Washington state is experiencing a housing affordability 13 crisis. Many communities across the state are in need of more housing 14 for renters across the income spectrum.
- 15 (b) Many cities dedicate the majority of residentially zoned land 16 to single detached houses that are increasingly financially out of 17 reach for many households. Due to their smaller size, accessory 18 dwelling units can provide a more affordable housing option in those 19 single-family zones.
- 20 (c) Localities can start to correct for historic economic and 21 racial exclusion in single-family zones by opening up these

p. 1 EHB 1337.SL

- neighborhoods to more diverse housing types, including accessory dwelling units, that provide lower cost homes. Increasing housing options in expensive, high-opportunity neighborhoods will give more families access to schools, parks, and other public amenities otherwise accessible to only the wealthy.
 - (d) Accessory dwelling units are frequently rented below market rate, providing additional affordable housing options for renters.

- (e) Accessory dwelling units can also help to provide housing for very low-income households. More than 10 percent of accessory dwelling units in some areas are occupied by tenants who pay no rent at all; among these tenants are grandparents, adult children, family members with disabilities, friends going through life transitions, and community members in need. Accessory dwelling units meet the needs of these people who might otherwise require subsidized housing space and resources.
- (f) Accessory dwelling units can meet the needs of Washington's growing senior population, making it possible for this population to age in their communities by offering senior-friendly housing, which prioritizes physical accessibility, in walkable communities near amenities essential to successful aging in place, including transit and grocery stores, without requiring costly renovations of existing housing stock.
- 23 (g) Homeowners who add an accessory dwelling unit may benefit 24 from added income and an increased sense of security.
 - (h) Accessory dwelling units provide environmental benefits. On average they are more energy efficient than single detached houses, and they incentivize adaptive reuse of existing homes and materials.
 - (i) Siting accessory dwelling units near transit hubs, employment centers, and public amenities can help to reduce greenhouse gas emissions by increasing walkability, shortening household commutes, and curtailing sprawl.
- 32 (2) The legislature intends to promote and encourage the creation 33 of accessory dwelling units as a means to address the need for 34 additional affordable housing options.
- **Sec. 2.** RCW 36.70A.696 and 2021 c 306 s 2 are each amended to 36 read as follows:
- The definitions in this section apply throughout RCW 36.70A.697 ((and)), 36.70A.698, and sections 3 and 4 of this act unless the context clearly requires otherwise.

p. 2 EHB 1337.SL

- 1 (1) "Accessory dwelling unit" means a dwelling unit located on 2 the same lot as a single-family housing unit, duplex, triplex, 3 townhome, or other housing unit.
 - (2) "Attached accessory dwelling unit" means an accessory dwelling unit located within or attached to a single-family housing unit, duplex, triplex, townhome, or other housing unit.
 - (3) "City" means any city, code city, and town located in a county planning under RCW 36.70A.040.
 - (4) "County" means any county planning under RCW 36.70A.040.
 - (5) "Detached accessory dwelling unit" means an accessory dwelling unit that consists partly or entirely of a building that is separate and detached from a single-family housing unit, duplex, triplex, townhome, or other housing unit and is on the same property.
 - (6) "Dwelling unit" means a residential living unit that provides complete independent living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking, and sanitation.
 - (7) "Gross floor area" means the interior habitable area of a dwelling unit including basements and attics but not including a garage or accessory structure.
 - (8) "Major transit stop" means:
- 22 (a) A stop on a high capacity transportation system funded or 23 expanded under the provisions of chapter 81.104 RCW;
 - (b) Commuter rail stops;

4

5

7

8

9

10 11

12

13

14

1516

17

18

1920

21

24

29

30 31

- 25 (c) Stops on rail or fixed guideway systems, including 26 transitways;
- 27 (d) Stops on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or
 - (e) Stops for a bus or other transit mode providing actual fixed route service at intervals of at least fifteen minutes for at least five hours during the peak hours of operation on weekdays.
- $((\frac{(8)}{(8)}))$ "Owner" means any person who has at least 50 percent ownership in a property on which an accessory dwelling unit is located.
- 35 (((9))) (10) "Principal unit" means the single-family housing 36 unit, duplex, triplex, townhome, or other housing unit located on the 37 same lot as an accessory dwelling unit.
- 38 <u>(11)</u> "Short-term rental" means a lodging use, that is not a hotel 39 or motel or bed and breakfast, in which a dwelling unit, or portion

p. 3 EHB 1337.SL

- 1 thereof, is offered or provided to a guest by a short-term rental
- 2 operator for a fee for fewer than 30 consecutive nights.

- 3 <u>NEW SECTION.</u> **Sec. 3.** A new section is added to chapter 36.70A 4 RCW to read as follows:
 - (1) (a) Cities and counties planning under this chapter must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements of this section and of section 4 of this act, to take effect six months after the jurisdiction's next periodic comprehensive plan update required under RCW 36.70A.130.
 - (b) In any city or county that has not adopted or amended ordinances, regulations, or other official controls as required under this section, the requirements of this section and section 4 of this act supersede, preempt, and invalidate any conflicting local development regulations.
 - (2) Ordinances, development regulations, and other official controls adopted or amended pursuant to this section and section 4 of this act must only apply in the portions of towns, cities, and counties that are within urban growth areas designated under this chapter.
 - (3) Any action taken by a city or county to comply with the requirements of this section or section 4 of this act is not subject to legal challenge under this chapter or chapter 43.21C RCW.
 - (4) Nothing in this section or section 4 of this act requires or authorizes a city or county to authorize the construction of an accessory dwelling unit in a location where development is restricted under other laws, rules, or ordinances as a result of physical proximity to on-site sewage system infrastructure, critical areas, or other unsuitable physical characteristics of a property.
- 30 (5) Nothing in this section or in section 4 of this act prohibits 31 a city or county from:
 - (a) Restricting the use of accessory dwelling units for shortterm rentals;
 - (b) Applying public health, safety, building code, and environmental permitting requirements to an accessory dwelling unit that would be applicable to the principal unit, including regulations to protect ground and surface waters from on-site wastewater;
 - (c) Applying generally applicable development regulations to the construction of an accessory unit, except when the application of

p. 4 EHB 1337.SL

- such regulations would be contrary to this section or to section 4 of this act;
- 3 (d) Prohibiting the construction of accessory dwelling units on 4 lots that are not connected to or served by public sewers; or
- (e) Prohibiting or restricting the construction of accessory dwelling units in residential zones with a density of one dwelling unit per acre or less that are within areas designated as wetlands, fish and wildlife habitats, flood plains, or geologically hazardous areas.
- NEW SECTION. Sec. 4. A new section is added to chapter 36.70A RCW to read as follows:

13

1415

1617

18 19

2324

25

26

27

28

29

32

33

- (1) In addition to ordinances, development regulations, and other official controls adopted or amended to comply with this section and section 3 of this act, a city or county must comply with all of the following policies:
- (a) The city or county may not assess impact fees on the construction of accessory dwelling units that are greater than 50 percent of the impact fees that would be imposed on the principal unit;
- 20 (b) The city or county may not require the owner of a lot on 21 which there is an accessory dwelling unit to reside in or occupy the 22 accessory dwelling unit or another housing unit on the same lot;
 - (c) The city or county must allow at least two accessory dwelling units on all lots that are located in all zoning districts within an urban growth area that allow for single-family homes in the following configurations:
 - (i) One attached accessory dwelling unit and one detached accessory dwelling unit;
 - (ii) Two attached accessory dwelling units; or
- 30 (iii) Two detached accessory dwelling units, which may be 31 comprised of either one or two detached structures;
 - (d) The city or county must permit accessory dwelling units in structures detached from the principal unit;
- 34 (e) The city or county must allow an accessory dwelling unit on 35 any lot that meets the minimum lot size required for the principal 36 unit;
- 37 (f) The city or county may not establish a maximum gross floor 38 area requirement for accessory dwelling units that is less than 1,000 39 square feet;

p. 5 EHB 1337.SL

(g) The city or county may not establish roof height limits on an accessory dwelling unit of less than 24 feet, unless the height limitation that applies to the principal unit is less than 24 feet, in which case a city or county may not impose roof height limitation on accessory dwelling units that is less than the height limitation that applies to the principal unit;

- (h) A city or county may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for accessory dwelling units that are more restrictive than those for principal units;
- (i) A city or county must allow detached accessory dwelling units to be sited at a lot line if the lot line abuts a public alley, unless the city or county routinely plows snow on the public alley;
- (j) A city or county must allow accessory dwelling units to be converted from existing structures, including but not limited to detached garages, even if they violate current code requirements for setbacks or lot coverage;
- (k) A city or county may not prohibit the sale or other conveyance of a condominium unit independently of a principal unit solely on the grounds that the condominium unit was originally built as an accessory dwelling unit; and
- 23 (1) A city or county may not require public street improvements 24 as a condition of permitting accessory dwelling units.
 - (2)(a) A city or county subject to the requirements of this section may not:
 - (i) Require off-street parking as a condition of permitting development of accessory dwelling units within one-half mile walking distance of a major transit stop;
 - (ii) Require more than one off-street parking space per unit as a condition of permitting development of accessory dwelling units on lots smaller than 6,000 square feet before any zero lot line subdivisions or lot splits; and
 - (iii) Require more than two off-street parking spaces per unit as a condition of permitting development of accessory dwelling units on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits.
 - (b) The provisions of (a) of this subsection do not apply:
- 39 (i) If a local government submits to the department an empirical study prepared by a credentialed transportation or land use planning

p. 6 EHB 1337.SL

- 1 expert that clearly demonstrates, and the department finds and
- 2 certifies, that the application of the parking limitations of (a) of
- 3 this subsection for accessory dwelling units will be significantly
- 4 less safe for vehicle drivers or passengers, pedestrians, or
- 5 bicyclists than if the jurisdiction's parking requirements were
- 6 applied to the same location for the same number of detached houses.
- 7 The department must develop guidance to assist cities and counties on
- 8 items to include in the study; or

13

14

15

24

25

2627

28

2930

31

32

33 34

35

- 9 (ii) To portions of cities within a one mile radius of a 10 commercial airport in Washington with at least 9,000,000 annual 11 enplanements.
 - (3) When regulating accessory dwelling units, cities and counties may impose a limit of two accessory dwelling units, in addition to the principal unit, on a residential lot of 2,000 square feet or less.
- (4) The provisions of this section do not apply to lots designated with critical areas or their buffers as designated in RCW 36.70A.060, or to a watershed serving a reservoir for potable water if that watershed is or was listed, as of the effective date of this section, as impaired or threatened under section 303(d) of the federal clean water act (33 U.S.C. Sec. 1313(d)).
- *NEW SECTION. Sec. 5. A new section is added to chapter 36.70A
 RCW to read as follows:
 - To encourage the use of accessory dwelling units for long-term housing, cities and counties may adopt ordinances, development regulations, and other official controls which waive or defer fees, including impact fees, defer the payment of taxes, or waive specific regulations. Cities and counties may only offer such reduced or deferred fees, deferred taxes, waivers, or other incentives for the development or construction of accessory dwelling units if:
 - (1) The units are located within an urban growth area; and
 - (2) The units are subject to a program adopted by the city or county with effective binding commitments or covenants that the units will be primarily utilized for long-term housing consistent with the public purpose for this authorization.

*Sec. 5 was vetoed. See message at end of chapter.

36 **Sec. 6.** RCW 43.21C.495 and 2022 c 246 s 3 are each amended to read as follows:

p. 7 EHB 1337.SL

(1) Adoption of ordinances, development regulations and amendments to such regulations, and other nonproject actions taken by a city to implement: The actions specified in section 2, chapter 246, Laws of 2022 unless the adoption of such ordinances, development regulations and amendments to such regulations, or other nonproject actions has a probable significant adverse impact on fish habitat; and the increased residential building capacity actions identified in RCW 36.70A.600(1), with the exception of the action specified in RCW 36.70A.600(1)(f), are not subject to administrative or judicial appeals under this chapter.

- 11 (2) Adoption of ordinances, development regulations and
 12 amendments to such regulations, and other nonproject actions taken by
 13 a city or county consistent with the requirements of sections 3 and 4
 14 of this act are not subject to administrative or judicial appeals
 15 under this chapter.
- **Sec. 7.** RCW 36.70A.280 and 2011 c 360 s 17 are each amended to read as follows:
- 18 (1) The growth management hearings board shall hear and determine 19 only those petitions alleging either:
 - (a) That, except as provided otherwise by this subsection, a state agency, county, or city planning under this chapter is not in compliance with the requirements of this chapter, chapter 90.58 RCW as it relates to the adoption of shoreline master programs or amendments thereto, or chapter 43.21C RCW as it relates to plans, development regulations, or amendments, adopted under RCW 36.70A.040 or chapter 90.58 RCW. Nothing in this subsection authorizes the board to hear petitions alleging noncompliance ((with RCW 36.70A.5801)) based on a city or county's actions taken to implement the requirements of sections 3 and 4 of this act within an urban growth area;
- 31 (b) That the ((twenty-)) 20-year growth management planning 32 population projections adopted by the office of financial management 33 pursuant to RCW 43.62.035 should be adjusted;
 - (c) That the approval of a work plan adopted under RCW 36.70A.735(1)(a) is not in compliance with the requirements of the program established under RCW 36.70A.710;
- 37 (d) That regulations adopted under RCW 36.70A.735(1)(b) are not regionally applicable and cannot be adopted, wholly or partially, by another jurisdiction; or

p. 8 EHB 1337.SL

1 (e) That a department certification under RCW 36.70A.735(1)(c) is 2 erroneous.

3

4

5

7

8

9

14

1516

17

18

19

2021

22

23

2425

26

27

2829

30 31

- (2) A petition may be filed only by: (a) The state, or a county or city that plans under this chapter; (b) a person who has participated orally or in writing before the county or city regarding the matter on which a review is being requested; (c) a person who is certified by the governor within ((sixty)) 60 days of filing the request with the board; or (d) a person qualified pursuant to RCW 34.05.530.
- 10 (3) For purposes of this section "person" means any individual, 11 partnership, corporation, association, state agency, governmental 12 subdivision or unit thereof, or public or private organization or 13 entity of any character.
 - (4) To establish participation standing under subsection (2)(b) of this section, a person must show that his or her participation before the county or city was reasonably related to the person's issue as presented to the board.
 - (5) When considering a possible adjustment to a growth management planning population projection prepared by the office of financial management, the board shall consider the implications of any such adjustment to the population forecast for the entire state.

The rationale for any adjustment that is adopted by the board must be documented and filed with the office of financial management within ten working days after adoption.

If adjusted by the board, a county growth management planning population projection shall only be used for the planning purposes set forth in this chapter and shall be known as the "board adjusted population projection." None of these changes shall affect the official state and county population forecasts prepared by the office of financial management, which shall continue to be used for state budget and planning purposes.

- NEW SECTION. Sec. 8. A new section is added to chapter 36.70A RCW to read as follows:
- 34 (1) By December 31, 2023, the department must revise its 35 recommendations for encouraging accessory dwelling units to include 36 the provisions of sections 3 and 4 of this act.
- 37 (2) During each comprehensive plan review required by RCW 36.70A.130, the department must review local government comprehensive plans and development regulations for compliance with sections 3 and

p. 9 EHB 1337.SL

- 4 of this act and the department's recommendations under subsection 2 (1) of this section.
- 3 <u>NEW SECTION.</u> **Sec. 9.** A new section is added to chapter 64.34 4 RCW to read as follows:

6

7

8

9

10 11

12

21

22

24

2526

27

28

- (1) Except a declaration created to protect public health and safety, and ground and surface waters from on-site wastewater, a declaration created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.
- 13 (2) For the purposes of this section, "urban growth area" has the same meaning as in RCW 36.70A.030.
- 15 (3) A city or county issuing a permit for the construction of an 16 accessory dwelling unit may not be held civilly liable on the basis 17 that the construction of the accessory dwelling unit would violate a 18 restrictive covenant or deed restriction.
- NEW SECTION. Sec. 10. A new section is added to chapter 64.32 RCW to read as follows:
 - (1) Except a declaration created to protect public health and safety, and ground and surface waters from on-site wastewater, a declaration created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.
- 29 (2) For the purposes of this section, "urban growth area" has the 30 same meaning as in RCW 36.70A.030.
- 31 (3) A city or county issuing a permit for the construction of an 32 accessory dwelling unit may not be held civilly liable on the basis 33 that the construction of the accessory dwelling unit would violate a 34 restrictive covenant or deed restriction.
- NEW SECTION. Sec. 11. A new section is added to chapter 64.38 RCW to read as follows:

(1) Except governing documents of associations created to protect public health and safety, and ground and surface waters from on-site wastewater, governing documents of associations created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.

1

2

3

4

5

7

8

12

1314

15

18

19

20

21

22

24

25

2627

37

- 10 (2) For the purposes of this section, "urban growth area" has the same meaning as in RCW 36.70A.030.
 - (3) A city or county issuing a permit for the construction of an accessory dwelling unit may not be held civilly liable on the basis that the construction of the accessory dwelling unit would violate a restrictive covenant or deed restriction.
- NEW SECTION. Sec. 12. A new section is added to chapter 64.90 RCW to read as follows:
 - (1) Except declarations and governing documents of common interest communities created to protect public health and safety, and ground and surface waters from on-site wastewater, declarations and governing documents of common interest communities created after the effective date of this section and applicable to a property located within an urban growth area may not impose any restriction or prohibition on the construction, development, or use on a lot of an accessory dwelling unit that the city or county in which the urban growth area is located would be prohibited from imposing under section 4 of this act.
- 28 (2) For the purposes of this section, "urban growth area" has the same meaning as in RCW 36.70A.030.
- 30 (3) A city or county issuing a permit for the construction of an 31 accessory dwelling unit may not be held civilly liable on the basis 32 that the construction of the accessory dwelling unit would violate a 33 restrictive covenant or deed restriction.
- NEW SECTION. Sec. 13. The following acts or parts of acts are each repealed:
- 36 (1) RCW 35.63.210 (Accessory apartments) and 1993 c 478 s 8;
 - (2) RCW 35A.63.230 (Accessory apartments) and 1993 c 478 s 9;
- 38 (3) RCW 36.70A.400 (Accessory apartments) and 1993 c 478 s 11;

p. 11 EHB 1337.SL

- 1 (4) RCW 36.70.677 (Accessory apartments) and 1993 c 478 s 10; and
- 2 (5) RCW 43.63A.215 (Accessory apartments—Development and
- 3 placement—Local governments) and 1993 c 478 s 7.

Passed by the House April 14, 2023.

Passed by the Senate April 6, 2023.

Approved by the Governor May 8, 2023, with the exception of certain items that were vetoed.

Filed in Office of Secretary of State May 10, 2023.

Note: Governor's explanation of partial veto is as follows:

"I am returning herewith, without my approval as to Section 5, Engrossed House Bill No. 1337 entitled:

"AN ACT Relating to expanding housing options by easing barriers to the construction and use of accessory dwelling units."

Section 5 of the bill gives local governments authority to waive or defer fees, defer payment of taxes, or waive other regulations for the development of accessory dwelling units (ADUs) if specified conditions are met. The specified conditions are that the ADU must be located within an urban growth area, and the ADU must be subject to a locally adopted covenant program ensuring that the ADU will be primarily utilized for long-term housing. Current law allows local governments to waive fees, taxes, and to establish various incentives for the construction of ADUs without requiring the creation of a local covenant program. The administrative costs necessary to administer a new covenant program for ADUs may cause some cities to discontinue current incentive programs.

For these reasons I have vetoed Section 5 of Engrossed House Bill No. 1337.

With the exception of Section 5, Engrossed House Bill No. 1337 is approved."

--- END ---

Vicinity Map

Item: 615 Cherrywood Loop - Major Variance

Applicant: Brian Dixon

File #: PLN-T2-2025-00013



40 80



160 Feet



Land Use Map Item: 615 Cherrywood Loop - Major Variance

40 80

160 Feet

Applicant: Brian Dixon



Zoning Map

Item: 615 Cherrywood Loop - Major Variance

40 80

160 Feet

0

Applicant: Brian Dixon



Utilities Map

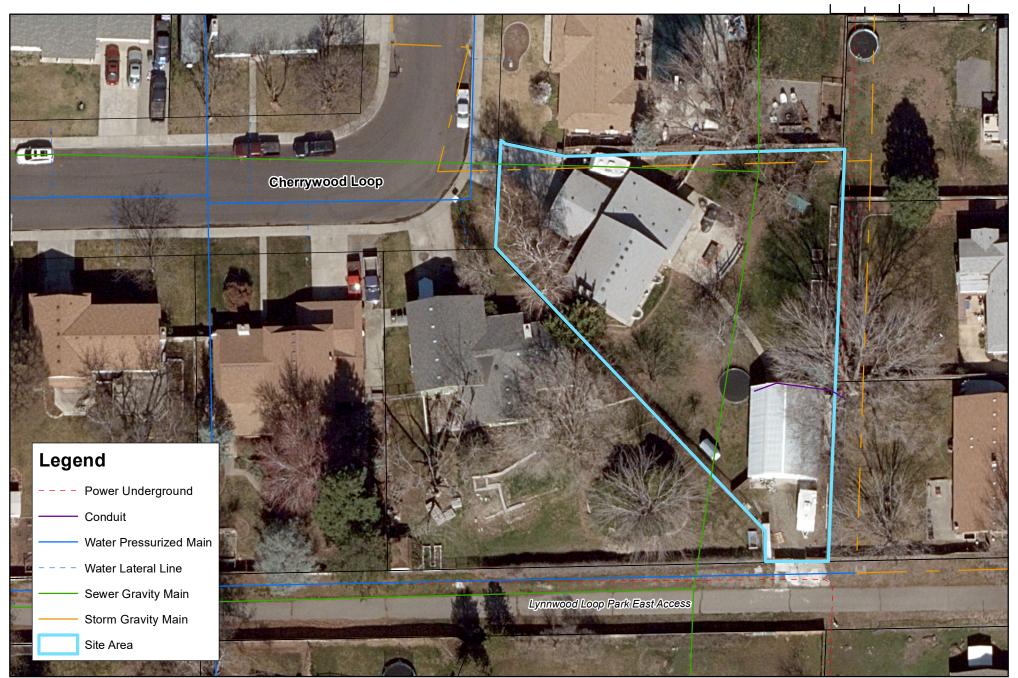
Item: 615 Cherrywood Loop - Major Variance

15

30

60 Feet

Applicant: Brian Dixon



Easement Map

Item: 615 Cherrywood Loop - Major Variance

15

30

60 Feet

Applicant: Brian Dixon



Exhibit 5



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

Shyder-St

Cherrywood Bark

Lynnwood Park

Sto Aroa

Please publish the following:

Type of Legal Ad: Notice of Application, Public Hearing

Date(s) of Publication: Sunday, May 25, 2025

Richland's TCH Account: AP36823

For Invoice Text Box on TCH Invoice

(Richland MUNIS Description)

PLN-T2-2025-00013

For PO Box on TCH Invoice

(Richland Account No. - MUNIS)

D2586000 4401

Attention: Jen Anderson (TC)

CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING

Notice: 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 with an end date of 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.

Date Published: Sunday, May 25, 2025



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.



1				
2	AFFIDAVIT OF MAILING			
3	STATE OF WASHINGTON)			
5	COUNTY OF BENTON) ss.			
6	COMES NOW, Jodi Hogan, who, being first duly sworn upon oath deposes and says:			
8	1. I am an employee in the Planning & Development Department for the City of Richland.			
9	2. On the 23rd day of May, 2025 I mailed a copy of the attached CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (PLN-T2-2025-00013) to the attached list of individuals via regular USPS or email on the date indicated above.			
11	Signed: Jodi Hogan			
12	Signed: Jodi Hogan			
13	SIGNED AND SWORN to before me this 27th day of May, 2025 by			
14				
15	Car land			
16	Notary Public in and for the State of Washington, State of Washington			
17	CARLY KIRKPATRICK LICENSE # 210539 MY COMMISSION EXPIRES OCTOBER 6, 2027 Carly Kirkpatrick Print Name Residing at Residing at Residing at			
18	OCTOBER 6, 2027 Residing at Benton County			
19	My appointment expires: 0.1. 4, 2027			
20				
21				
22				
23	AFFIDAVIT OF MAILING - 1 Notice of Closed Record Hearing attached.			
24	Address list attached.			

David Baker

614 Lynnwood Ct

Richland, Wa 99354-1860

Craig Barrington

617 Cherrywood Loop

Richland, Wa 99354

Spencer Dixon

615 Cherrywood Loop

Richland, Wa 99354

Elisabeth Hassett

2235 Carriage Ave

Richland, Wa 99354

Shawn Bassler

2243 Carriage Ave

Richland, Wa 99354

Breana Nuku

618 Cherrywood Loop

Richland, Wa 99354

City Of Richland: Build & Grounds

Po Box 190

Richland, Wa 99352-0190

Clive Francis

623 Cherrywood Loop

Richland, Wa 99354

Misty Kuch

613 Cherrywood Loop

Richland, Wa 99354

Jennica Mackley

2229 Carriage Ave

Richland, Wa 99354

Luz Medrano

2237 Carriage Ave

Richland, Wa 99354

Tony Nguyen

607 Cherrywood Loop

Richland, Wa 99354

City:Water-Irr

Po Box 190

Richland, Wa 99352-0190

McClatchy

The Beaufort Gazette
The Belleville News-Democrat Bellingham Herald Centre Daily Times Sun Herald The State Ledger-Enquirer

Durham | The Herald-Sun Fort Worth Star-Telegram The Fresno Bee The Island Packet The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee The Sun News - Myrtle Beach Raleigh News & Observer Rock Hill | The Herald The Sacrar nento Bee The Sacramento bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
36823	664868	Print Legal Ad-IPL02350110 - IPL0235011	BOA PHN PLN-TZ-2025-0	1	60 L

Attention: Jennifer Anderson CITY OF RICHLAND/LEGALS 625 SWIFT BLVD. MS-05 RICHLAND, WA 99352

janderson@ci.richland.wa.us

CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING

Notice: Brian Dixon, on behalf of Spencer Dixon, has applied for a major variance. The applicant is requesting relief from the standards of RMC Chapters 23.42.020, 23.38.020, and 23.18.040 to allow for the conversion of an existing shop into an accessory apartment/dwelling unit. Additional information can be found on the Cilip of Bichland's website at https://www. of Richland's website at https://www

of Richland's website at 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 on Thursday, June 19, 2025 at 6:00 p.m. at Richland 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 de-

posal 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 @cirichland.wa.us. Comment Period Begins: May 25, 2025 with an end date of June 19, 2025. Written comments must be received no later than

Begins: May 25, 2025 with an end date of June 19, 2025. Written comments must be received no later than 5:00 p.m. on Wednesday, June 11, 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. PLN-T2-2025-00013 IPL0235011 May 25 2025

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

Mary Castro, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time (s) commencing on 05/25/2025, and ending on 05/25/2025 and that said newspaper was regularly distributed to its subscribers during all of this period.

1 insertion(s) published on: 05/25/25

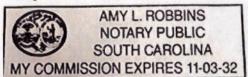
Mary Castro

(Signature of Legals Clerk)

Sworn to and subscribed before me this 27th day of May in the year of 2025

amy Robbins

Notary Public in and for the state of South Carolina, residing in Beaufort County



Extra charge for lost or duplicate affidavits. Legal document please do not destroy!

1					
2	AFFIDAVIT OF POSTING				
3					
4	STATE OF WASHINGTON) ss.				
5	COUNTY OF BENTON)				
6	COMES NOW, Ryan Nelson , who, being first duly sworn upon oath deposes and says:				
7	1. I am an employee in the Planning Division of the Development Services Department				
8 9	for the City of Richland. 2. On the 27 th day of May 2025, I posted the attached NOTICE OF PUBLIC HEARING, File Number PLN-T2-2025-00013 (Major Variance) in the following locations:				
10	Adjacent to the driveway of 615 Cherrywood Loop.				
11					
12	Signed: Ryan Nelson				
13					
14	SIGNED AND SWORN to before me this 27 th day of May, 2025, by Ryan Nelson.				
15	Calca				
16	Signature of Notary				
17	Carly Kirkportrick Printed Name				
8	Notary Public in and for the State of Washington,				
19	Residing in Benton County				
20	My appointment expires: Oct. 6, 2027				
21					
22					
23	A FEVE A VIII OF POSTIPIS				
24	AFFIDAVIT OF POSTING (Master File #: PLN-T2-2025-00013)				

Exhibit 6

From: <u>Castle, Angela C (CONTR) - TERR-PASCO</u>

To: Planning

Cc: Rodgers, Deborah (CONTR) - TERR-TRI CITIES RMHQ; Cummings, Nicole M (BPA) - TERR-TRI CITIES RMHQ

Subject: RE: Major Variance Request for 615 Cherrywood Loop

Date: Thursday, May 29, 2025 9:05:15 AM

Attachments: <u>image001.png</u>

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

Ryan,

Bonneville Power Administration's (BPA) has had the opportunity to review an application for the Major Variance located at 615 Cherrywood Loop, Richland, WA.

In researching our records, we have found that this proposal will not directly impact BPA facilities over 1700 feet west of the subject properties. BPA does not have any objections to the approval of this request at this time.

If you have any questions or need additional information, please feel free to contact Nicole Cummings, at 509-542-5499, by email at NMCummings@bpa.gov.

Thank you for the opportunity to review this application.

Angela Castle

BONNEVILLE POWER ADMINISTRATION

DEPARTMENT OF ENERGY

(CONTR) Actalent

Realty Technician II | TERR | East accastle@bpa.gov | 509-544-4747

From: Planning <planning@ci.richland.wa.us> Sent: Wednesday, May 28, 2025 12:58 PM

To: ian_gray@yakama.com <ian_gray@yakama.com>; Castle,Angela C (CONTR) - TERR-PASCO <ACCastle@bpa.gov>; Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Craig Hamilton <c.hamilton@bces.wa.gov>; Rodgers,Deborah (CONTR) - TERR-TRI CITIES RMHQ <dxrodgers@bpa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Davis, Deanna <d.davis@bces.wa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; gis@co.benton.wa.us; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Homero.Gonzalez@ziply.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcshane@kid.org>; Kinch,James L (BPA) - TERR-BELL-1 <JLKinch@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <Katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Kramer, Steve <skramer@ci.richland.wa.us>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmathheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>;

Cummings, Nicole M (BPA) - TERR-TRI CITIES RMHQ < NMCummings@bpa.gov>; Orr, Bruce

| Spanning.Department@co.benton.wa.us; PublicWorks@co.benton.wa.us; Reathaford, Jason

<JReathaford@CI.RICHLAND.WA.US>; rgoede@noanet.net; Richard Krasner

<ri>
<ichard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Schluter, Shaun <sschluter@CI.RICHLAND.WA.US>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; WA Dept of Fish & Wildlife <ri>
<icharacteristic Region Planning </characteristic Region Reg

Good Afternoon,

Brian Dixon, on behalf of Spencer Dixon (property owner), has submitted an application to the City of Richland for a Major Variance to seek a relief from the standards of RMC Chapter 23.42.020, Ch. 23.38.020, and Ch. 23.18.040 to allow for the conversion of an existing shop into an accessory apartment/dwelling unit. The project site is located at 615 Cherrywood Loop, Richland, WA. The zoning for the site is R-1-10, low density residential. Please review the attached materials relative to your agency's regulations and submit any comments no later than 5:00 PM June 11, 2025. Comments may be submitted via e-mail to planning@ci.richland.wa.us or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you,



Ryan Nelson Planner 625 Swift Blvd., MS-35 | Richland, WA 99352 509.942.7587

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.

 From:
 Chris Sittman

 To:
 Planning

 Cc:
 Wendy Durado

Subject: RE: Major Variance Request for 615 Cherrywood Loop

Date: Tuesday, June 3, 2025 11:19:32 AM

Attachments: <u>image001.png</u>

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

KID has no comments.

Chris D. Sittman

Engineering Dept./CAD Specialist Kennewick Irrigation District 2015 S. Ely St. Kennewick, WA 99337

Desk: 509-460-5435 Cell: 509-873-1123

From: Planning <planning@ci.richland.wa.us> Sent: Wednesday, May 28, 2025 12:58 PM

To: ian gray@yakama.com <ian gray@yakama.com>; accastle@bpa.gov <accastle@bpa.gov>; Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Craig Hamilton <c.hamilton@bces.wa.gov>; D. Rodgers <dxrodgers@bpa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Davis, Deanna <d.davis@bces.wa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; gis@co.benton.wa.us; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Homero.Gonzalez@ziply.com; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <JMcShane@kid.org>; JLKinch@bpa.gov; Junior Campos < junior.campos@charter.com>; Katherine Cichy < Katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; Kramer, Steve <skramer@ci.richland.wa.us>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; NMCummings@bpa.gov; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Planning.Department@co.benton.wa.us; PublicWorks@co.benton.wa.us; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; rgoede@noanet.net; Richard Krasner < richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Schluter, Shaun <sschluter@CI.RICHLAND.WA.US>; Seth Defoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; Zanin, Heather <hzanin@ci.richland.wa.us>

Subject: Major Variance Request for 615 Cherrywood Loop

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Brian Dixon, on behalf of Spencer Dixon (property owner), has submitted an application to the City of Richland for a Major Variance to seek a relief from the standards of RMC Chapter 23.42.020, Ch. 23.38.020, and Ch. 23.18.040 to allow for the conversion of an existing shop into an accessory apartment/dwelling unit. The project site is located at 615 Cherrywood Loop, Richland, WA. The zoning for the site is R-1-10, low density residential. Please review the attached materials relative to your agency's regulations and submit any comments no later than 5:00 PM June 11, 2025. Comments may be submitted via e-mail to planning@ci.richland.wa.us or mailed to: Richland Development Services Department, 625 Swift Boulevard, MS #35, Richland, WA 99352.

Thank you,



Ryan Nelson Planner 625 Swift Blvd., MS-35 | Richland, WA 99352 509.942.7587

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.

From: Craig Barrington
To: Planning
Company Payment

Cc: Rebecca Barrington

 Subject:
 Re: File # PLN-T2-2025-00013

 Date:
 Friday, June 6, 2025 8:21:40 PM

You don't often get email from cbarring350@yahoo.com. Learn why this is important

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

June 6, 2025

To: Ryan Nelson Planner 625 Swift Boulevard, MS-35 Richland, WA 99352 Planning@ci.richland.wa.us

We, Craig and Rebecca Barrington, resident owners of 617 Cherrywood Loop, have lived at that address for over thirty years. Our property, 617, Cherrywood Loop, is adjacent to 615 Cherrywood Loop on an inside corner of that street. Several years ago, we didn't object to the construction of the two-story shop. We even filed a quit claim to a small (7'x30' triangle) corner of our property without compensation to allow reasonable access to the shop from the alley behind 615 Cherrywood Loop.

However, we do object to the shop being repurposed as a residence of any kind for two reasons:

- 1. Negative impact on the neighborhood parking near our house, which is lacking at times, inconveniencing the four drivers in our residence causing them to search for parking in areas that can similarly impact other neighbors. We have had neighbors complain about where we (legally and so, reasonably) park.
- 2. Negative impact on our property caused by lack of adequate access to a dwelling located in the backyard of 615 Cherrywood Loop; adjacent to our property.

Consequences of possible future scenarios haven't been explored in detail, but we suggest we will find any credible impact analysis horrifying. Scenarios include multiple concurrent residents with individual automotive, pet, recreational, outdoor cooking, etc. needs and access behaviors (including night access, pet walking, visitors, etc.). Scenarios include events that occur before and after 615 Cherrywood Loop changes ownership or becomes a rental property.

Additionally, if this plan could ever be executed, we feel impact analyses extending to all variances identified in PLN-T2-2025-00013 need to be explored in detail to ensure our safety and all other impacts are reasonable.

In summary, we, Craig and Rebecca Barrington, current owners of 617 Cherrywood Loop, are

not in favor of conversion of the shop on the adjacent 615 Cherrywood Loop property. Sincerely,

Craig and Rebecca Barrington, owners of 617 Cherrywood Loop

From: Nix
To: Planning

 Subject:
 Ryan Nelson re: PLN-T2-2025-00013

 Date:
 Wednesday, June 11, 2025 6:14:26 PM

You don't often get email from nix472084@gmail.com. Learn why this is important

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

Mr. Nelson,

I have only one comment about 615 Cherrywood Loop's request for variance.

I request that in case they are approved, that it be stated that there be no more dogs added by the residents of the new dwelling unit. The dogs currently living at 615 Cherrywood are a nuisance due to barking, especially early in the morning. If more dogs are brought in by the occupants of the new dwelling, it will just add to the problem.