



CITY OF RICHLAND

NOTICE OF APPLICATION, PUBLIC HEARING AND OPTIONAL DNS (PLN-T3-2025-00003 and PLN-T1-2025-00247)

Notice is hereby given that Brian Thoreson, representing Hayden Homes on behalf of Richland 132, LLC, owner, has filed a preliminary plat application to subdivide a 10.43 acre site into 63 residential lots (Preliminary Plat of The Villages at Clearwater Creek). The application also includes a deviation request which, if approved, would reduce the rear-yard setbacks for 38 lots from 25 feet to 15 feet (Lots 1, 23, 27, 28 and 30-63).

Project Site: The project site is located at 2725 Steptoe Street, which is located at the southwest corner of the intersection of Steptoe Street and Center Parkway (APN 101881030000009).

Public Hearing: The Richland Hearings Examiner will conduct a public hearing to review the application on **Monday, July 14, 2025 at 6:00 p.m.** in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to participate in the public hearing.

Environmental Review: The proposal is subject to environmental review. The City of Richland serving as the lead agency under the State Environmental Policy Act (SEPA), has reviewed and evaluated the proposed project for probable adverse environmental impacts. The City anticipates issuing a Determination of Non-Significance (DNS) under WAC 197-11-355. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed at www.ci.richland.wa.us.

Public Comment: Any person desiring to express their views or to be notified of any future decisions related to this application should contact Mike Stevens, Planning Manager, 625 Swift Boulevard, MS-35, Richland, WA 99352. Comments may be emailed to planning@ci.richland.wa.us. The deadline to submit written comments is 6:00 p.m. on Sunday, July 13, 2025. To be incorporated into the staff report presented to the Hearing Examiner, comments must be received no later than 5:00 p.m. on Thursday, July 3, 2025. Comments received July 4, 2025 through 6:00 p.m. on July 13, 2025 will be entered into the record during the hearing.

Comment Period Begins: June 13, 2025
Comment Period Ends: July 14, 2025

Appeal: The application will be reviewed in accordance with the regulations in RMC Title 23 Zoning, Title 19 Development Regulations Administration and Title 24 Plats and Subdivisions. 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: 2725 Steptoe St - Preliminary Plat
Applicant: Bryan Thorensen of Hayden Homes
File #: PLN-T3-2025-00003



0 87.5 175 350 Feet





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

Plan Snapshot Report

Plan Type: Type 3	Plan #: PLN-T3-2025-00003	App Date: 05/23/2025
Work Class: T3 - Preliminary Plat	District: City of Richland	Exp Date: 09/20/2025
Status: In Review		Completed: NOT COMPLETED
Description: Propose to subdivide approximately 10.43 acres into 63 single-family lots.		Approval Expire Date:

Parcel: 101881030000009	Main	Address: 2725 Steptoe St Richland, WA 99352	Main	Zone:
Surveyor Stratton Surveying 7525 W Deschutes PL Ste 1c Kennewick, WA 99336 Business: (509) 735-7364	Applicant Brian Thoreson 2464 SW Glacier PI Suite 110 Redmond, OR., OR 97756 Home: (509) 492-0153 Business: (509) 492-0153 Mobile: (509) 492-0153	Property Owner Richland 132 LLC 2464 SW Glaier PL Ste 110 Redmond, OR	Engineer John Fetterolf 5220 S AUBURN PL Kennewick, WA 99337 Business: (509) 551-8174 Mobile: (509) 551-8174	

Plan Custom Fields

PreAppQuestionBox	Yes	PreAppMeetingDate	Apr 1 2025 12:00AM	Proposed Subdivision Name	The Villages at Clearwater Creek
Is a deviation being requested per RMC 24.100.380	Yes	Parcel Number	101881030000009	Zoning	R-2S
Gross Plat Acreage	10.43	Number of Lots	63	Smallest Lot Size	4000
Largest Lot Size	9669	Net Lot Area Acreage	7.78	Average Lot Size	4849
Domestic Water Supply City Supplied Water		Sewage Disposal	Sewer	Irrigation Source	City



DEVIATION REQUEST APPLICATION

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

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner:

Address:

Phone:

Email:

APPLICANT/CONTRACTOR INFORMATION (if different)

☐ Contact Person

Company:

UBI#:

Contact:

Address:

Phone:

Email:

SPECIFY WHICH RMC SECTION(S) YOU ARE REQUESTING DEVIATION FROM:

PROPERTY INFORMATION

Project Name:

Parcel #:

Legal Description:

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Other information as determined by the Administrator

DEVIATIONS FROM SUBDIVISION STANDARDS – Answer the following as thoroughly as possible.

Describe the special conditions and circumstances that exist which are peculiar to the land involved and which are not applicable to other lands in the same area:

Were the special conditions and/or circumstances caused directly by you (the applicant)?:

Describe how the literal interpretation of the code would deprive you of rights commonly enjoyed by other properties in the same area under the terms of this title:

Explain why granting the deviation will not confer on you (the applicant) any special privilege that is otherwise denied to other lands in the same area:

Provide any other information you would like to add that supports your request:

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

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

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

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

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

Applicant Printed Name: _____

Applicant Signature: _____ Date _____

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

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

Instructions for applicants:

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

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

Instructions for Lead Agencies:

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

Use of checklist for nonproject proposals:

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

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable: Villages at Clearwater Creek
2. Name of applicant: Richland 132, LLC

3. Address and phone number of applicant and contact person: 2464 SW Glacier Pl. Suite 110, Redmond, OR. 97756. (509) 492-0153 Brian Thoreson, bthoreson@hayden-homes.com

4. Date checklist prepared: May 14, 2025.

5. Agency requesting checklist: City of Richland.

6. Proposed timing or schedule (including phasing, if applicable): Preliminary plat submittal – May / June 2025, Construction – Late Winter / Early Spring 2026, Project Completion Fall / Winter 2026

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. No further expansion is anticipated for this property.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. A Phase 1 Environmental Site Assessment was prepared for the Clearwater Creek property in May 2016, which included the proposed lot 9 as well as all of Clearwater Creek. A SEPA checklist will be prepared directly for this application.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. None are that are known.

10. List any government approvals or permits that will be needed for your proposal, if known. Preliminary plat approval, construction drawing approval, grading and right of way permit will be required.

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

The proposal consists of a preliminary plat subdividing approximately 10.43 acres into 70 single-family lots. 7.78 Acres (Net Land Area) and Reduced to 63 lots.

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

The property is located at 2725 Steptoe Street which is the Southwest corner of the Center Parkway and Steptoe Street intersection. The property is located within the NE ¼ of Sec. 1, T.8N, R.28E, W.M.

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

- a. General description of the site: The site is generally flat, with slopes not exceeding 2.5:1 around the perimeter of the property. There is one grade break that runs through the middle of the property with slopes not exceeding 2.5:1.

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _ Slope along property boundaries.

- b. What is the steepest slope on the site (approximate percent slope)? 40%
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. The soil classifications found onsite are generally silty sand, including some poorly graded sand with gravel. The National Resource Conservation Service identifies onsite soils as Esquatzel fine sandy loam, and Hezel loamy fine sand. The proposed site does not contain soils that result in agricultural land of long-term significance. To the applicant's knowledge, the site has never been used for agricultural services.
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
No surface indications of unstable soils are visible or have been found. GN Northern completed a geotechnical report for the proposal area dated 8/25/2020.
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. Grading activities will be limited due to previous grading permits from 2016 and 2020, Total area of disturbance will be less than 10.43 acres.
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Minor erosion could occur as a result of clearing and construction. Prudent dust control and grading procedures such as watering will be used to minimize erosion. An approved erosion control plan will be implemented during ongoing construction activities. Best Management Practices (BMP's) will be in place such as, but not limited to, silt fence, construction entrance, and inlet protection to eliminate or reduce potential erosion.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Approximately 40%-45% of the site would be covered with impervious surfaces after project completion.
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: During construction, an erosion and sediment control plan will be included with the final approved engineering plans. Proposed measures will be, but not limited to, silt fencing, inlet protection, and construction entrance(s).

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. During construction, there will be noise and exhaust from construction equipment as well as dust.
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. No off-site emissions are known at this time that will affect this proposal.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: During construction, emissions will be limited to working hours per City of Richland Municipal Code and dust will be controlled by a person operated watering device.

3. Water [\[help\]](#)

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. The Amon Wasteway is approximately 200 feet west of the western property boundary of lot 9.
- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. No work will be required within 200 feet of the Amon Wasteway. All work will be approximately 300 feet or further away from the Amon Wasteway.
- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. There is no fill or dredge material that will be placed or removed as part of this application.
- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. The proposal will not require surface water withdrawals or diversions.
- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. The proposal **does not** lie within a 100-year floodplain.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. The proposal does not involve any discharges of waste materials to surface waters.

b. Ground Water: [\[help\]](#)

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. No groundwater will be withdrawn for drinking water or other purposes. The project will be served with water provided by the City of Richland.
- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . .; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. No waste material will be discharged into the ground or groundwater. The proposed site will be served by the extension of the City of Richland's municipal sewer system.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. Stormwater runoff from roadways, roofs, and impervious parking areas will be directed and collected within an approved onsite storm management system in accordance with the City of Richland standards. There will be no off-site discharge of stormwater.
- 2) Could waste materials enter ground or surface waters? If so, generally describe. It is not anticipated that waste materials will enter ground or surface waters. The onsite storm management system will be designed by a licensed professional engineer in strict conformance with the Eastern Stormwater Manual and the City of Richland.
- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. The proposal does not seek to alter or affect the drainage patterns within the vicinity.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage

pattern impacts, if any: The stormwater disposal methods will be in compliance with the Eastern Stormwater Manual and the City of Richland. The roadway and associated infrastructure will be designed by a licensed professional engineer and will be approved by the City of Richland.

4. Plants [\[help\]](#)

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

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

b. What kind and amount of vegetation will be removed or altered? The site is bare with some weeds.

c. List threatened and endangered species known to be on or near the site. No threatened or endangered species are known to be on the site. However, the property is surrounded by shrub-steppe outside of the application boundaries.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Landscaping will be consistent with residential homes and will consist of turf grasses, shrubs, and trees.

e. List all noxious weeds and invasive species known to be on or near the site. Tumble weeds are known to be prevalent in the area.

5. Animals [\[help\]](#)

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

Examples include:

birds: hawk heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other Rabbits, coyotes
fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site. None to the applicant's knowledge.

c. Is the site part of a migration route? If so, explain. Not to the applicant's knowledge.

d. Proposed measures to preserve or enhance wildlife, if any: No measures proposed at this time to preserve or enhance wildlife. There are several open space areas near the proposed site that promote wildlife.

e. List any invasive animal species known to be on or near the site. None to the applicant's knowledge.

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. The completed project will utilize electrical service to fulfill its energy needs and will also use electrical service to heat residential unit.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. No.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: The proposed homes will be constructed in accordance with all applicable building codes as recognized by the City of Richland.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. No, the project proposal when complete would not present any environmental health risks and would be consistent with adjacent single-family residential housing in the immediate area.

1) Describe any known or possible contamination at the site from present or past uses. None are known to the applicant.

2) Describe existing hazardous chemicals/conditions that might affect project development

and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. None are known to the applicant.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. There will be no hazardous chemicals stored at the site during construction. However, heavy equipment will utilize diesel fuel during construction activities.
- 4) Describe special emergency services that might be required. The development of this proposal will require the use of emergency services such as fire, ambulance, and police.
- 5) Proposed measures to reduce or control environmental health hazards, if any: None are proposed at this time.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? The project site is located along Steptoe street which is classified as a Principal Arterial. However, the half of the site is located below the elevation of Steptoe Street which will help reduce noise. Additionally, the project site is located adjacent to the Burlington Northern Right of Way along the project's southern boundary. The tracks are approximately 200' south of the projects south property line.
- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. On a short-term basis, the project will create noise associated with infrastructure construction such as the use of heavy equipment. Short term noise will also be created using handheld equipment such as saws and nail guns. Hours of operation will be limited to those allowed by the City of Richland Municipal Code. Lastly, the proposed project will increase the traffic in the area consistent with single-family neighborhoods on a long-term basis.
- 3) Proposed measures to reduce or control noise impacts, if any: Construction hours will be limited to working hours defined by the City of Richland Municipal Code. Construction equipment will have noise suppression as required by law.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. The site has been recently redesignated as R-2S to support single -family residential construction. The property to the east across Steptoe is commercial that includes a coffee shop, the property to the west and north is residential, and the property to the south is the Burlington Northern rail line. Further south along the Clearwater Avenue corridor, the property is designated as commercial.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or non-forest use? To the applicant's knowledge, the property has never been used for agricultural purposes, nor is the property working forest lands.
- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: The proposal will not affect or be affected by surrounding working farmlands.
- c. Describe any structures on the site. The site does not contain any existing structures.
- d. Will any structures be demolished? If so, what? No, the site does not contain any existing structures.
- e. What is the current zoning classification of the site? The current zoning classification of the site is R-2S.
- f. What is the current comprehensive plan designation of the site? The site has a current land use designation of Medium Density Residential.
- g. If applicable, what is the current shoreline master program designation of the site? Not applicable.
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. No part of the proposed site has been classified as a critical area by the city or county.
- i. Approximately how many people would reside or work in the completed project? There would be approximately 150-200 people residing in the proposed completed project.
- j. Approximately how many people would the completed project displace? The completed project would not displace any people.

- k. Proposed measures to avoid or reduce displacement impacts, if any: No measures are proposed at this time to avoid or reduce displacement impacts as no one will be displaced as part of this proposed project.
- L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: The proposed project would be an extension of the Clearwater Creek development and any proposed structures would be similar to what has already been constructed in the area.
- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: The site is not designated as agricultural lands of long-term commercial significance, therefore, no measures are proposed at this time.

9. Housing [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. 70 single-family homesites are proposed.
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. No existing housing units will be eliminated.
- c. Proposed measures to reduce or control housing impacts, if any: No measures to reduce or control housing impacts are proposed at this time. The proposed project does not eliminate any existing homes.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? The tallest height of any structure will be limited to what is allowed per the City of Richland Municipal code. The principal exterior building material will consist of wood siding.
- b. What views in the immediate vicinity would be altered or obstructed? No views will be altered or obstructed as part of this proposal.
- b. Proposed measures to reduce or control aesthetic impacts, if any: No measures are being proposed at this time. Height of structures will be controlled by the City of Richland Municipal code.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? The proposed project would create light from outside lighting on residential homes and streetlights during the evening hours.
- b. Could light or glare from the finished project be a safety hazard or interfere with views? It does not appear from the applicant's knowledge that light or glare will create a safety hazard or interfere with surrounding views.
- c. What existing off-site sources of light or glare may affect your proposal? Streetlight glare from Steptoe Street, as well as headlight glare from vehicles travelling along the Steptoe and Center Parkway corridors could affect our proposal.
- d. Proposed measures to reduce or control light and glare impacts, if any: All proposed lighting would be directed downward. Street lighting will be installed per the City of Richland standards.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity? Claybell park is located approximately a half mile to the northwest of the proposed project. Also, there are many trails that have been created in the immediate area along with trails within the Amon Wasteway easement area that included in the Clearwater Creek development.
- b. Would the proposed project displace any existing recreational uses? If so, describe. No, the proposed project would not displace any existing recreational uses.
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: There are no measures at this time to reduce or control impact to recreation. As noted above, the site does not displace any existing recreational uses.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe. No, there are no existing structures on or near the proposed project area.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. Not to the applicant's knowledge. However, no professional studies have been conducted on proposed project site as of the date this checklist was completed.
- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. None.
- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. No measures are proposed at this time.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. The proposed project site would have direct access to Steptoe Street via Center Parkway. Steptoe Street connects to Clearwater Avenue to the south, and Gage Boulevard to the north.
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? The nearest bus stop is located at Center Parkway and Deschutes Avenue approximately a half mile away.
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? Residents of the proposed project would have access to on-street parking as well as onsite (driveway and garage) parking at each individual homesite.
- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). It is not anticipated that the proposed project would require new improvements of existing roads or streets. A trip generation memorandum was provided as part of the proposal and dated February 18, 2021.
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? Per the traffic memorandum written by Charbonneau Engineering dated February 18, 2021, the projected vehicle trips per day for the proposed project will 670, with 53 AM peak hour trips and 70 PM peak hour trips.
- g. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. No.
- h. Proposed measures to reduce or control transportation impacts, if any: Roads within the proposed project would be constructed per the City of Richland design and construction standards.

15. Public Services [\[help\]](#)

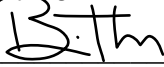
- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. Yes, the proposed project will result in the need for fire protection, police protection, schools, and other public service associated with housing.
- b. Proposed measures to reduce or control direct impacts on public services, if any. No measures are proposed at this time to reduce or control impacts to public services.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other irrigation
- c. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. Sewer, water, electrical, and refuse service will be provided by the City of Richland. Irrigation will also be provided by the City of Richland, natural gas will not be provided, and Telecommunications will be provided by Spectrum. All these services are stubbed into the proposed project boundaries.

C. Signature [\[HELP\]](#)

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

Signature: 

Name of signee Brian Thoreson

Position and Agency/Organization Senior Land Dev. Mgr. / Hayden Homes

Date Submitted: 5/27/2025

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

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

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

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

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

Proposed measures to avoid or reduce such increases are:

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

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

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

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

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

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

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

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

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

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

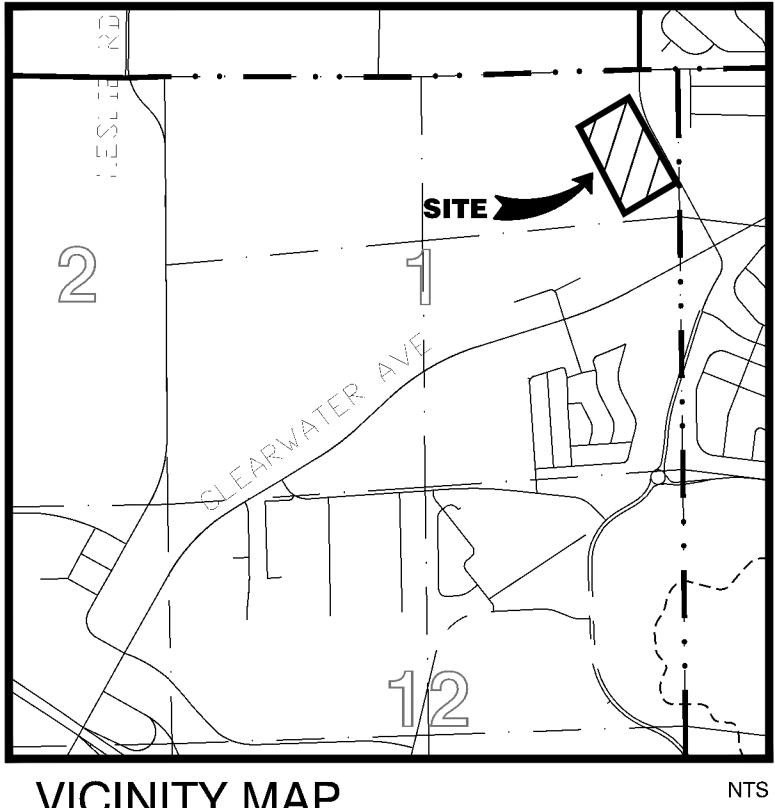
7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

DESCRIPTION

LOT 9 OF THE PLAT OF CLEARWATER CREEK PHASE 3 RECORDED IN VOLUME 15 OF
PLATS AT PAGE 549, RECORDS OF BENTON COUNTY, WASHINGTON.

The Villages at Clearwater Creek

LOCATED IN THE NE ¼ OF SEC 1, T 8 N, R 28 E OF THE WILLAMETTE MERIDIAN



VICINITY MAP

SHEET INDEX

PP100 PRELIMINARY PLAT
PP101 PRELIMINARY UTILITY PLAN

PROPERTY BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY STRATTON SURVEYING AND MAPPING, P.C., 2025

BASIS OF BEARING IS: WASHINGTON STATE GRID SOUTH ZONE NAD 83(2011)

VERTICAL DATUM IS NAVD88 BASED ON CITY OF RICHLAND POINT NO. 2106. EL. 552.46

TAX ID # OF SUBJECT PARCEL:
101551030000009

LEGAL DESCRIPTION:
LOT 9 OF THE PLAT OF CLEARWATER CREEK PHASE 3
RECORDED IN VOLUME 15 OF PLATS AT PAGE 549, RECORDS
OF BENTON COUNTY, WASHINGTON

OWNER: RICHLAND 132 LLC
2464 SW GLACIER PLACE
SUITE 110
REDMOND, OR 97756

DEVELOPER: HAYDEN HOMES
2464 SW GLACIER PLACE,
SUITE 110
REDMOND, OR 97756

PROJECT STATISTICS

GROSS PROJECT AREA:	10.43 Gross Acres
TOTAL AREA OF LOTS:	7.78 Acres
ROW DEDICATION AREA:	2.65 Acres
TOTAL PROPOSED LOTS:	63 Lots
PROPOSED DENSITY:	6.04 DU/Gross Acres
AVERAGE LOT SIZE:	5,421 S.F.
MIN. LOT SIZE:	4,012 S.F. (LOTS 31)
LARGEST LOT SIZE:	10,225 SF. (LOT 22)

COMPREHENSIVE PLAN DESIGNATION:
MDR - MEDIUM DENSITY RESIDENTIAL

CURRENT LAND USE ZONING DESIGNATION:
R-2S - MEDIUM DENSITY RESIDENTIAL SMALL LOT

PUBLIC STREETS, UTILITIES, AND STORMWATER

PUBLIC STREETS WILL BE CONSTRUCTED TO CITY OF RICHLAND STANDARD ST-13, LOCAL STREET SECTION. THIS SECTION INCLUDES CURBS, GUTTERS, AND SIDEWALK ON BOTH SIDES OF THE STREET.

CITY POTABLE WATER, IRRIGATION AND SANITARY SEWER WILL BE EXTENDED TO THE SITE. FIRE HYDRANTS WILL BE INSTALLED AND LOCATED PER THE REQUIREMENTS OF THE CITY FIRE CHIEF.

STORMWATER RUNOFF WILL BE COLLECTED FROM PUBLIC STREETS AND DISPOSED OF, OFF-SITE, IN AN EXISTING STORMWATER MANAGEMENT FACILITY.

STREET LIGHTS WILL BE INSTALLED PER THE CITY OF RICHLAND STANDARDS.



Preliminary Plat for:

The Villages at Clearwater Creek

A project in the City of Richland, WA

Drawn by: KWE
Checked by: JEF

JF Eng. Job #
0235.00

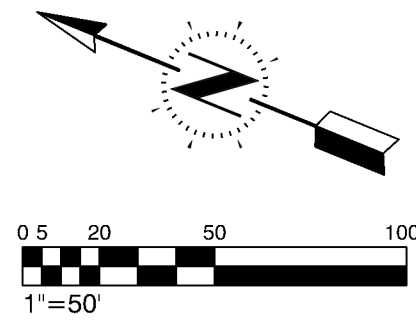
Scale H: 1"=50'
Scale V: N/A

Date:
JUNE 3, 2025

PP100

ENGINEERING, PLLC
CIVIL ENGINEERING
PLANNING
PROJECT MANAGEMENT

Kennewick, WA 99336
104 Clover Island Dr., Suite 201
(509) 551-6174 PHN
www.JFEngineering.pro

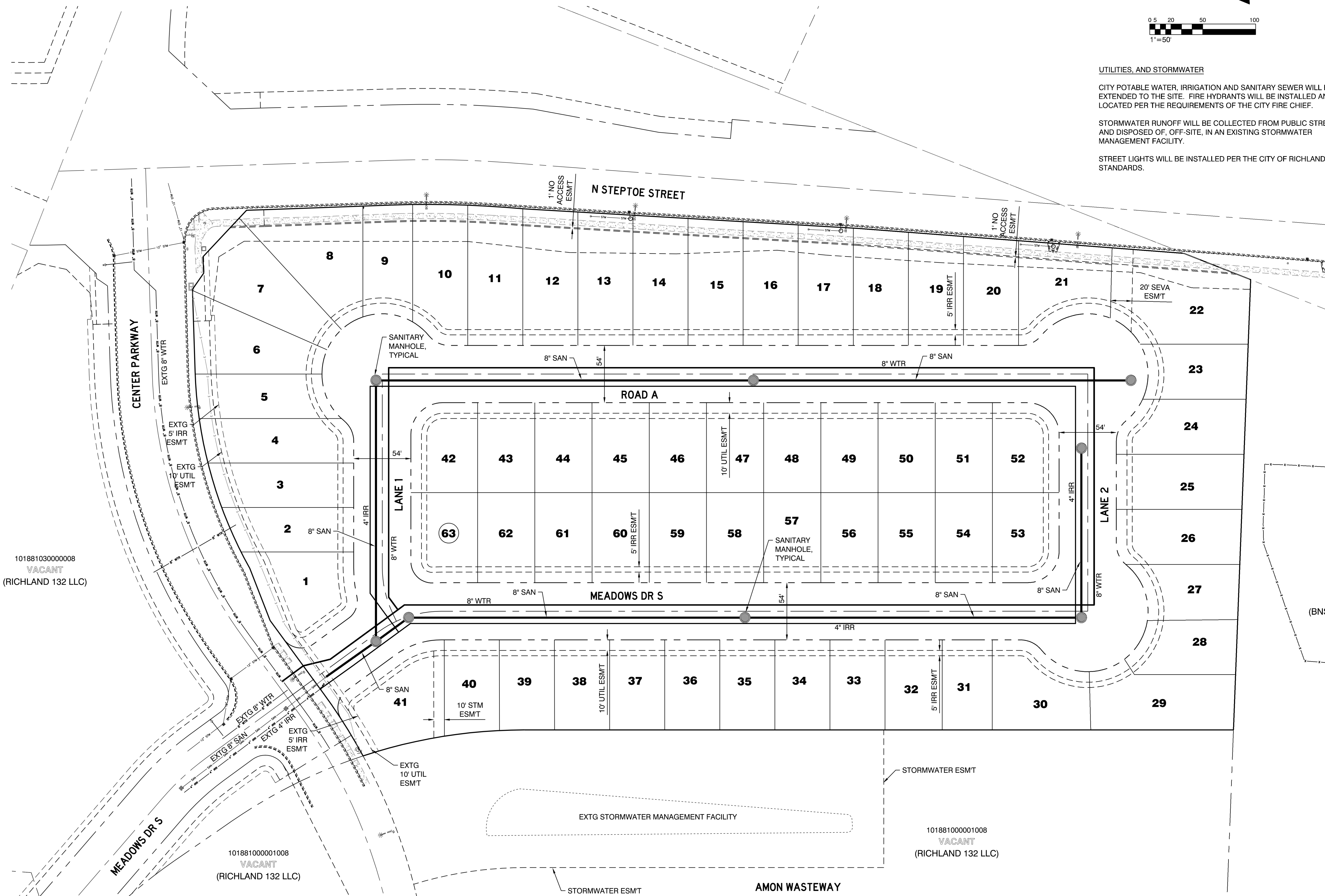


UTILITIES AND STORMWATER

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STREET LIGHTS WILL BE INSTALLED PER THE CITY OF RICHLAND STANDARDS.



101881030000008
VACANT
(RICHLAND 132 LLC)

101881000001008
VACANT
(RICHLAND 132 LLC)

101881000001008
VACANT
(RICHLAND 132 LLC)



Preliminary Utility Plan for:

The Villages at Clearwater Creek

A project in the City of Richland, WA

Drawn by: KWE
Checked by: JEF

JF Eng. Job #
0235.00

Scale H: 1"=50'
Scale V: N/A

Date:
JUNE 3, 2025

PP101

J F ENGINEERING, PLLC
CIVIL ENGINEERING
PLANNING
PROJECT MANAGEMENT
104 Clover Island Dr., Suite 201
Kennewick, WA 99336
(509) 551-8174 PHN
www.JFEngineering.pro



TitleOne: Kennewick

Authorized Agent for:

Title Resources Guaranty Company

File Number: 25552235

Contact Information

We would like to thank you for your business and we appreciate the opportunity to serve you. The Title Commitment has been sent to the parties listed below.

If you have any closing questions, please contact your Escrow team: TeamMek@titleonecorp.com

Mekaelah Mayovsky

Brianna Lorenzo

Krista Jones

Mekaelah.Mayovsky@titleonecorp.com

Brianna.Lorenzo@titleonecorp.com

Krista.Jones@titleonecorp.com

om

(509) 619-7230

(509) 778-4036

(509) 591-0373

Escrow Address: 1919 N. Pittsburgh St., Suite A, Kennewick, WA 99336

TitleOne State License: WAOIC# 1299380

If you have any title questions, please contact your Title Officer:

Melissa Sanders

TitleOne: Kennewick Address:

melissa.sanders@titleonecorp.com

1919 N. Pittsburgh St., Suite A

(509) 619-7233

Kennewick, WA 99336

Agents / Brokers and Transaction Coordinators

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: To Be Determined
Richland 132 LLC

Property: 2725 Steptoe St, Richland, WA 99352
2710 Bellerive Dr, Richland, WA 99352

From: TitleOne

Date: 5/19/2025

File Number: 25552235

Thank you for contacting TitleOne (hereinafter "Agent"). This is to give you notice that Agent has a business relationship with **Title Resources Guaranty Company**, which provides title insurance underwriting services, **Anywhere Insurance Agency Inc.**, which provides homeowners and other insurance, and **TitleOne Exchange** and **Real 1031**, which provide 1031 exchange services. The majority owner of Agent is the 22.3% owner of **Title Resources Guaranty Company** and 100% owner of **Anywhere Insurance Agency Inc.**, **TitleOne Exchange**, and **Real 1031**. Title Resources Guaranty Company is also 10% owner of Agent. Because of these relationships, the referral of business to the companies below may provide Agent and/or its employees a financial or other benefit.

Set forth below is the estimated charge or range of charges for the underwriting services listed. You are NOT required to use the underwriter below in connection with the provision of title services. THERE ARE FREQUENTLY OTHER UNDERWRITERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
Title Resources Guaranty Company	Title Insurance Premium	<u>Owners Policy</u> (charges based on policy amount):
		\$50,000 - \$100,000 \$462 - \$666
		\$100,001 - \$300,000 \$666 - \$1,326
		\$300,001 - \$500,000 \$1,326 - \$1,822
		\$500,001 - \$1,000,000 \$1,822 - \$3,062
		\$1,000,001 - \$5,000,000 \$3,062 - \$11,862
Realogy Insurance Agency, Inc.	Homeowners insurance premium	\$2.00 - \$6.00 per thousand dollars of replacement cost of dwelling

Acknowledgement of Receipt of Disclosure

I/we have read this disclosure form and understand that Agent is referring me/us to use the above-described companies and may receive a financial or other benefit as the result of this referral.

Buyer/Borrower(s)

To Be Determined

Seller(s)

Richland 132 LLC



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
TITLE RESOURCES GUARANTY COMPANY

Commitment No. 25552235

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, **TITLE RESOURCES GUARANTY COMPANY**, a TEXAS 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 Amount of Insurance and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **TITLE RESOURCES GUARANTY COMPANY**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)
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- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
 - 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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **TITLE RESOURCES GUARANTY COMPANY**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

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

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Privacy Policy Notice

Rev. 7/28/2022

FACTS		WHAT DOES TITLEONE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and account balances• Payment history and credit card or other debt• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons TitleOne chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does TitleOne share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don’t share
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes- information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Questions?	Go to https://www.anywhereis.re/privacypolicy		

Who we are	
Who is providing this notice?	TitleOne
What we do	
How does TitleOne protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TitleOne collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes –information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate Inc., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, The Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, Anywhere Advisors LLC, Cartus and Anywhere Integrated Services LLC.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • <i>TitleOne does not share with nonaffiliated financial companies for joint marketing purposes.</i>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at https://www.anywhereis.re/privacypolicy
For our California Customers	Please see our notice about the California Consumer Protection Act located at https://www.anywhereis.re/privacypolicy



Rev. 2/14/2025

FACTS		WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?		Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?		<p>The types of personal information we collect, and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and account balances• Payment history and credit card or other debt• Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?		All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes- to offer our products and services to you		No	We don’t share
For joint marketing with other financial companies		No	We don’t share
For our affiliates’ everyday business purposes- information about your transactions and experiences		Yes	No
For our affiliates’ everyday business purposes- information about your creditworthiness		No	We don’t share
For our affiliates to market to you		No	We don’t share
For nonaffiliates to market to you		No	We don’t share
Questions?	Go to https://www.trguw.com/privacypolicy		

Who we are

Who is providing this notice?

TITLE RESOURCES GUARANTY COMPANY

What we do

How does TITLE RESOURCES GUARANTY COMPANY protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license

Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes –information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (www.anywhere.re); Anywhere Integrated Services, LLC (www.anywhereis.re); HomeServices of America, Inc. (www.homeservices.com); Lennar Corporation (www.lennar.com); and OpenDoor Technologies Inc. (www.opendoor.com)*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- ***TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.***

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

- ***TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.***

Other Important Information

For European Union Customers

Please see our Privacy Policy located at <https://www.trguw.com/privacypolicy>

For our California Customers

Please see our notice about the California Consumer Protection Act located at <https://www.trguw.com/privacypolicy>



COMMITMENT FOR TITLE INSURANCE
Issued by
TITLE RESOURCES GUARANTY COMPANY

Issuing Office: TitleOne
 ALTA® Universal ID: 1065022
 Commitment Number: 25552235

SCHEDULE A

1. Commitment Date: May 13, 2025 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (7/1/21)	Standard Coverage	Policy Amount:	\$0.00
Proposed Insured:		Premium:	\$0.00
		Tax:	
Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.			
Endorsements:	None Requested	Charge:	\$0.00
X ALTA Loan Policy (7/1/21)		Policy Amount:	
Proposed Insured:		Premium:	\$0.00
		Tax:	
TBD			
Endorsements:		Charge:	\$0.00

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

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

Richland 132 LLC, a Washington limited liability company

5. The Land described as follows:

See Attached Schedule C

Title Resources Guaranty Company

TitleOne

By:

Melissa Sanders

Melissa Sanders, Authorized Signatory

TITLE RESOURCES GUARANTY COMPANY

By: *J. Scott McGill*
 J. Scott McGill, President/CEO
 By: *Queen E. Girard*
 Queen E. Girard, Secretary

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American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Instruments creating the estate or interest or mortgage to be insured must be properly executed, delivered and duly filed of record.

Pursuant to RCW's 65.04.45 & 65.04.47, the first page of each document must have a 3-inch top margin and a 1-inch side and bottom margins. All succeeding pages must have a 1-inch margin on all sides of each page. No writing, including notary stamp is allowed within said margins. Documents not conforming to these requirements may be recorded for an additional recording fee of \$51.00, per document or may result in a rejection by the recording department, pursuant to RCW 65.04.

The standard per page recording charge is \$303.50, for the first page and \$1.00, for each additional page including the cover sheets for all transfer deeds. A \$304.50, recording fee is for the first page for all Deeds of Trust and \$1.00, for each additional page.

Reference should be made to the County Auditor for a complete list of recording fees and requirements.

6. The map attached, if any, may or may not be a survey of the land depicted hereon. TitleOne expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

7. NOTE: According to the available records, the purported address of the land referenced herein is:

2725 Steptoe St, Richland, WA 99352 and 2710 Bellerive Drive, Richland, WA 99352

8. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Abbreviated Legal: Tract 1, Clearwater Creek Phase 1 and Lot 9, Clearwater Creek Phase 3

9. NOTE: If a Deed of Trust is contemplated as a part of this transaction, the correct name to be entered as the Trustee is: TitleOne

10. If the Company is requested to delete any exception from any forthcoming policy issued in connection with this commitment, the Company requires satisfactory evidence that the corresponding matter has been reconveyed, satisfied, or otherwise terminated.

11. The Company will require delivery and approval of a Commercial Owner's Affidavit. The Company may make additional requirements and exceptions upon disclosure of the same.

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12. The Company requires for its review satisfactory copy of the Articles of Organization, the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents on behalf of Richland 132, LLC. The Company may make additional requirements or exceptions upon disclosure of the same.

13. NOTE: We find no conveyance documents appearing in the public records having been recorded within the last 24 months affecting the real estate under search.

14. NOTE: No existing deed of trust or mortgage appears of record. If this information is in error, please notify your title or escrow officer with information concerning any existing loans.

15. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

16. The Company reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.

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SCHEDULE B, PART II

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. 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.
2. Rights or claims of parties in possession not shown by the Public Records.
3. 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, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
9. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal.
10. Liability to future assessments levied by the Kennewick Irrigation District, if any.
11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded January 18, 1896 as Recording No. [589](#), records of Benton County, Washington.
12. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded February 11, 1896 as Recording No. [3751](#), records of Benton County, Washington.
13. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Easement. Granted to: Benton County Public Utility District No. 1, a municipal corporation of the State of Washington
Purpose: electric power transmission line, with the necessary fixtures and appurtenances
Recorded: April 26, 1978
Volume/Page: 348/1041
Recording No.: [757041](#), records of Benton County, Washington.

The effect, if any, of a/an Quit Claim Deed, abandoning a portion of said easement.

Recorded: June 5, 2014

Recording No.: [2014-013303](#), records of Benton County, Washington.

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14. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Sidewalk, Utility and Landscape Easement.

Granted to: City of Kennewick

Purpose: construction, operation and maintenance of sidewalk, utilities, and landscape easement

Recorded: October 3, 2008

Recording No.: [2008-028963](#), records of Benton County, Washington.

15. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Slope and Drainage Easement.

Granted to: City of Kennewick

Purpose: construct, improve, repair and maintain slopes and drainage

Recorded: October 3, 2008

Recording No.: [2008-028964](#), records of Benton County, Washington.

16. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Permanent Sidewalk and Utility Easement.

Granted to: City of Kennewick

Purpose: sidewalks and utilities

Recorded: February 3, 2012

Recording No.: [2012-003446](#), records of Benton County, Washington.

17. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Temporary Construction Easement.

Granted to: City of Kennewick

Purpose: construct cuts and/or fills for slopes occasioned by the original grading and reestablishment of grades for street purposes

Recorded: February 3, 2012

Recording No.: [2012-003452](#), records of Benton County, Washington.

18. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Permanent Sidewalk and Utility Easement.

Granted to: City of Kennewick

Purpose: sidewalks and utilities

Recorded: February 24, 2012

Recording No.: [2012-005408](#), records of Benton County, Washington.

19. Terms and conditions contained in a/an Requirement of Notice.

Recorded: April 22, 2014

Recording No.: [2014-009167](#), records of Benton County, Washington.

20. All matters, and any rights, easements, interests or claims as disclosed by Record Survey No. 4516 recorded July 29, 2014 in Volume 1 of Surveys at Page 4516, as Recording No. [2014-018415](#), records of Benton County, Washington.

21. All matters, and any rights, easements, interests or claims as disclosed by Record Survey No. 4525 recorded September 17, 2014 in Volume 1 of Surveys at Page 4525, as Recording No. [2014-023317](#), records of Benton County, Washington.

22. Easements, reservations, restrictions, and dedications as shown on the official plat of [Clearwater Creek Phase 1](#).

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23. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Public Street & Utility Easements.

Granted to: City of Richland

Purpose: constructing, installing, maintaining, repairing, and operating a public street and utility easement

Recorded: June 5, 2015

Recording No.: [2015-015886](#), records of Benton County, Washington.

24. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Public Street Right-of-Way Easement.

Granted to: City of Richland

Purpose: construct, operate and maintain a public street and utility system facilities

Recorded: June 5, 2015

Recording No.: [2015-015887](#), records of Benton County, Washington.

25. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in Temporary turnaround Easements.

Granted to: City of Richland

Purpose: constructing, installing, maintaining, repairing, and operating a temporary turnaround easement

Recorded: June 5, 2015

Recording No.: [2015-015888](#), records of Benton County, Washington.

26. All matters, and any rights, easements, interests or claims as disclosed by Record Survey No. 4628 recorded June 25, 2015 in Volume 1 of Survey at Page 4628, as Recording No. [2015-018105](#), records of Benton County, Washington.

27. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: July 13, 2015

Recording No.: [2015-020148](#), records of Benton County, Washington.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.

Recorded: September 6, 2016

Recording No.: [2016-026675](#), records of Benton County, Washington.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.

Recorded: December 20, 2016

Recording No.: [2016-038624](#), records of Benton County, Washington.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.

Recorded: July 7, 2017

Recording No.: [2017-018687](#), records of Benton County, Washington.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.

Recorded: July 13, 2018

Recording No.: [2018-020558](#), records of Benton County, Washington.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.

Recorded: October 25, 2018

Recording No.: [2018-031761](#), records of Benton County, Washington.

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Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.

Recorded: August 13, 2019

Recording No.: [2019-023232](#), records of Benton County, Washington.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.

Recorded: November 20, 2019

Recording No.: [2019-036562](#), records of Benton County, Washington.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.

Recorded: May 14, 2020

Recording No.: [2020-016229](#), records of Benton County, Washington.

Amendments, supplements, annexations or modifications of said Covenants, Conditions, and Restrictions.

Recorded: February 22, 2021

Recording No.: [2021-008767](#), records of Benton County, Washington.

28. Terms and conditions contained in a/an Bylaws of Clearwater Creek Homeowners Association.

Recorded: July 13, 2015

Recording No.: [2015-020149](#), records of Benton County, Washington.

29. Easements, reservations, restrictions, and dedications as shown on the official plat of [Clearwater Creek Phase 3](#).

30. Terms and conditions contained in a/an South Richland Collector Street Latecomer Agreement by and between City of Richland, a municipal corporation and Richland 132, LLC, an Oregon limited liability corporation.

Recorded: January 3, 2019

Recording No.: [2019-000201](#), records of Benton County, Washington.

31. Liens, levies, and assessments of the Clearwater Creek Homeowners Association, if any.

32. The Land described herein is located within the boundaries of Kennewick Irrigation District and is subject to any assessments levied thereby and any easements.

33. Last half general taxes for 2025. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2025.

First Half Amount Paid: \$257.72

Second Half Amount Billed: \$257.66

Full Year Amount: \$515.38

Assessed Value: \$60,000.00

Parcel Number: [1-0188-102-0001-000](#)

Affects: Parcel A

34. Last half general taxes for 2025. Said taxes are a lien which are due and payable, but which will not become delinquent until November 1, 2025.

First Half Amount Paid: \$1,698.59

Second Half Amount Billed: \$1,698.54

Full Year Amount: \$3,397.13

Assessed Value: \$408,600.00

Parcel Number: [1-0188-103-0000-009](#)

Affects: Parcel B

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

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

The rate of real estate excise tax 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 \$525,000 or less;
1.28% on any portion of the sales price above \$525,001, up to \$1,525,000;
2.75% on any portion of the sales price above \$1,525,001, up to \$3,025,000;
3.00% on any portion of the sales price above \$3,025,001;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.50% 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, which can be found online [HERE https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax) 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).

(End of Exceptions)

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SCHEDULE C

Legal Description:

PARCEL A:

Tract 1, Clearwater Creek Phase 1, according to the Plat thereof, recorded May 8, 2015, in Volume 15 of Plats, at Page 510, under Auditor's File No. 2015-012809, records of Benton County, State of Washington.

Situated in the City of Richland, County of Benton, State of Washington

PARCEL B:

Lot 9, Clearwater Creek Phase 3, according to the Plat thereof, recorded December 13, 2016, in Volume 15 of Plats, at Page 549, under Auditor's File No. 2016-037862, records of Benton County, State of Washington.

Situated in the City of Richland, County of Benton, State of Washington

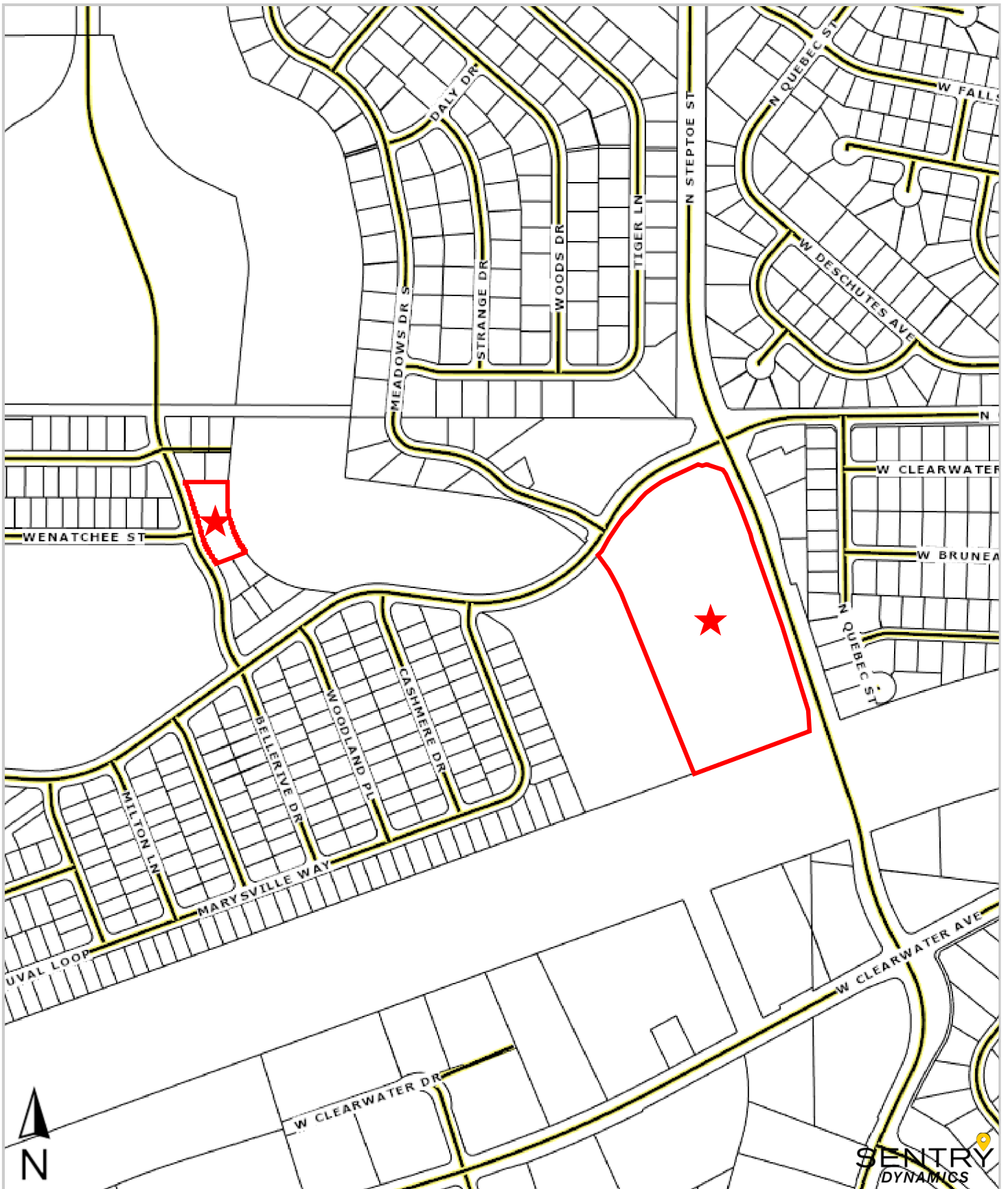
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TitleOne
a title & escrow co.

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, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



AFTER RECORDING MAIL TO:

RICHLAND 132 LLC
2464 SW Glacier Place Ste 110
Redmond, OR 97756

Cert
EXCISE TAX PAID
0
SP 26 *14* K 0 4 5 4 0
u
BENTON COUNTY WA

CASCADE TITLE CO.

Escrow No.: PW199265PD

Statutory Warranty Deed

THE GRANTOR JOHN B. MICHEL, as his separate estate and TOM SOLBRACK, as his separate estate for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to RICHLAND 132 LLC, A Washington Limited Liability Company the following described real estate, situated in the County of BENTON, State of Washington:


Abbreviated Legal: Ptn NE & NW 1-8-28 Nly Rail Road

See Exhibit A attached hereto and made a part hereof.


SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.
Liability to future assessments to Kennewick Irrigation District

Assessor's Property Tax Parcel Account Number(s): 1-0188-100-0001-000 PTN, 1-0188-200-0001-002 PTN

Dated this 23rd day of September, 2014.



JOHN B. MICHEL



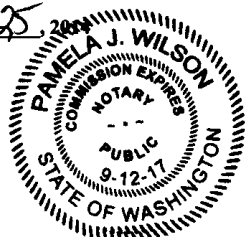
TOM SOLBRACK

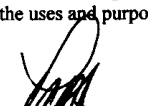
STATE OF WASHINGTON
COUNTY OF Benton

} ss

I certify that I know or have satisfactory evidence that JOHN B. MICHEL and TOM SOLBRACK are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: September 25, 2014





Pamela J Wilson
Notary Public in and for the State of Washington
Residing at West Richland
My appointment expires: 9/12/17

Exhibit A

PARCEL 1: (1-0188-100-0001-000 (PTN) 42.15 Acres M/L
THAT PORTION OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST W.M., BENTON
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01"
EAST ALONG THE EASTERLY LINE OF SAID SECTION 1084.99 FEET TO THE NORTHERLY
LINE OF THE BNSF RAILWAY RIGHT-OF-WAY;
THENCE SOUTH 69°55'41" WEST ALONG SAID NORTHERLY LINE 1614.33 FEET TO THE
TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID LINE SOUTH 69°55'41" WEST 1532.36 FEET TO THE
BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS SOUTH
20°04'19" EAST 4063.95 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID
RIGHT-OF-WAY LINE 36.65 FEET;
THENCE NORTH 35°14'31" WEST 600.48 FEET;
THENCE NORTH 00°33'14" WEST 348.94 FEET;
THENCE NORTH 54°25'29" EAST 65.35 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 35°34'31" EAST 530.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 61.54 FEET;
THENCE NORTH 00°30'36" WEST 1153.85 FEET;
THENCE SOUTH 89°47'49" EAST 570.03 FEET;
THENCE SOUTH 00°12'11" WEST 161.00 FEET;
THENCE NORTH 89°47'49" WEST 14.01 FEET;
THENCE SOUTH 00°12'11" WEST 161.00 FEET;
THENCE NORTH 89°47'49" WEST 213.81 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 00°12'11" WEST 15.00 FEET, THENCE
SOUTHWESTERLY ALONG SAID CURVE 23.75 FEET;
THENCE SOUTH 00°30'36" EAST 734.54 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS NORTH 89°29'24" EAST 20.00 FEET, THENCE
SOUTHEASTERLY ALONG SAID CURVE 29.70 FEET;
THENCE SOUTH 85°36'16" EAST 206.35 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS NORTH 04°23'44" EAST 470.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 327.95 FEET;
THENCE NORTH 54°25'01" EAST 618.66 FEET;
THENCE SOUTH 35°34'59" EAST 60.00 FEET;
THENCE SOUTH 21°18'92" EAST 711.55 FEET;
THENCE NORTH 69°55'41" EAST 13.15 FEET,
THENCE SOUTH 20°04'19" EAST 164.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

PARCEL 2: (1-0188-100-0001-000 (PTN) 27.57 Acres M/L
THAT PORTION OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST W.M., BENTON
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID
SECTION THENCE NORTH 89°47'49" WEST ALONG THE NORTHERLY LINE OF SAID SECTION
667.86 FEET;
THENCE SOUTH 00°30'36" EAST 729.79 FEET;
THENCE SOUTH 00°13'14" EAST 615.28 FEET;
THENCE NORTH 54°25'29" EAST 65.35 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 35°34'31" EAST 530.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 61.54 FEET;
THENCE NORTH 00°30'36" WEST 1153.85 FEET;
THENCE SOUTH 89°47'49" EAST 570.03 FEET;
THENCE SOUTH 00°12'11" WEST 161.00 FEET;
THENCE NORTH 89°47'49" WEST 14.01 FEET;
THENCE SOUTH 00°12'11" WEST 161.00 FEET;
THENCE NORTH 89°47'49" WEST 213.81 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 00°12'11" WEST 15.00 FEET, THENCE
SOUTHWESTERLY ALONG SAID CURVE 23.75 FEET,
THENCE SOUTH 00°30'36" EAST 734.54 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS NORTH 89°29'24" EAST 20.00 FEET, THENCE
SOUTHEASTERLY ALONG SAID CURVE 29.70 FEET,
THENCE SOUTH 85°36'16" EAST 206.35 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS NORTH 04°23'44" EAST 470.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 327.95 FEET;
THENCE NORTH 54°25'01" EAST 858.94 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 35°34'59" EAST 330.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 54.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE
OF THE AMON WASTEWAY;

THENCE TO FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE;
NORTH 82°30'41" WEST 99.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE
RADIUS POINT OF WHICH BEARS NORTH 07°29'19" EAST 314.58 FEET, THENCE
NORTHWESTERLY ALONG SAID CURVE 251.99 FEET;
NORTH 36°36'56" WEST 9.09 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE
RADIUS POINT OF WHICH BEARS NORTH 53°23'04" EAST 314.58 FEET, THENCE
NORTHWESTERLY ALONG SAID CURVE 230.24 FEET;
NORTH 05°19'04" EAST 249.48 FEET TO THE SAID NORTHERLY LINE OF SAID SECTION;
THENCE NORTH 89°47'49" WEST ALONG SAID LINE 697.97 FEET TO THE SAID POINT OF
BEGINNING

PARCEL 3: (1-0188-100-0001-000 (PTN) 55.34 Acres M/L
THAT PORTION OF SECTION 1 TOWNSHIP 8 NORTH, RANGE 28 EAST W.M., BENTON
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST
ALONG THE EASTERLY LINE OF SAID SECTION 1084.99 FEET TO THE NORTHERLY LINE OF
THE BNSF RAILWAY RIGHT-OF-WAY;
THENCE SOUTH 69°55'41" WEST ALONG SAID NORTHERLY LINE 1614.33 FEET;
THENCE NORTH 20°04'19" WEST 164.00 FEET,
THENCE SOUTH 69°55'41" WEST 13.15 FEET;
THENCE NORTH 21°18'12" WEST 711.55 FEET;
THENCE NORTH 35°34'59" WEST 60.00 FEET;
THENCE NORTH 54°25'01" EAST 240.29 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 15°34'59" EAST 330.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 54.80 FEET TO THE WESTERLY RIGHT-OF-WAY
LINE OF THE AMON WASTEWAY;
THENCE TO FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE;
NORTH 82°30'41" WEST 99.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE
RADIUS POINT OF WHICH REARS NORTH 07°29'19" EAST 314.58 FEET, THENCE
NORTHWESTERLY ALONG SAID CURVE 251.99 FEET;
NORTH 36°36'56" WEST 9.09 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE
RADIUS POINT OF WHICH BEARS NORTH 53°23'04" EAST 314.58 FEET, THENCE
NORTHWESTERLY ALONG SAID CURVE 230.24 FEET;
NORTH 05°19'04" EAST 249.48 FEET TO THE NORTHERLY LINE OF SAID SECTION, THENCE
SOUTH 89°47'49" EAST ALONG SAID LINE 1577.52 FEET;
THENCE NORTH 89°11'04" EAST ALONG SAID LINE 398.55 FEET TO THE SAID POINT OF
BEGINNING

PARCEL 4: (1-0188-200-0001-002) 6.92 Acres M/L
THAT PORTION OF WEST HALF OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST,
WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID
SECTION THENCE NORTH 89°47'49" WEST ALONG THE NORTHERLY LINE OF SAID SECTION
667.86 FEET; THENCE SOUTH 00°30'36" EAST 729.79 FEET; THENCE SOUTH 00°33'14" EAST
359.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°33'14"
EAST 604.43 FEET TO THE EASTERLY LINE OF PARCEL A OF THE RECORD OF SURVEY
RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4035 RECORDS OF SAID COUNTY; THENCE
NORTH 35°34'31" WEST 225.76 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
THENCE SOUTH 54°25'29" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 800.00
FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE NORTH 35°34'31" WEST
269.24 FEET; THENCE NORTH 54°25'31" EAST 1146.87 TO THE SAID TRUE POINT OF
BEGINNING.

A/K/A Tract 2 of Record Survey No. 4516, as recorded under Auditor's File No. 2014-018415.



DUANE A. DAVIDSON, CPA
Benton County Treasurer

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

TREASURER'S CERTIFICATE FOR REAL PROPERTY TAXES

Current Taxpayer of Record

Name Tom Solbrack & John B Michel

Street 2555 HWY 24

City: Othello

State: WA

Zip: 99344

Parcel # (s) 101881000001000

TCA R2

☒ Taxes ☐ Irrigation ☐ CRID

I hereby certify that property taxes due Benton
County on the above parcel number(s) have been
paid through 2014

9/26/2014
Date

Alleva
Signature


Treasurer's Seal



DUANE A. DAVIDSON, CPA
Benton County Treasurer

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

TREASURER'S CERTIFICATE FOR REAL PROPERTY TAXES

Current Taxpayer of Record

Name Tom Solbrack & John B Michel

Street 2555 HWY 24

City: Othello

State: WA

Zip: 99344

Parcel # (s) 101882000001002

TCA R2

☒ Taxes ☐ Irrigation ☐ CRID

I hereby certify that property taxes due Benton
County on the above parcel number(s) have been
paid through 2014

9/26/2014

Date

Alexis Cee
Signature



Treasurer's Seal

AFTER RECORDING MAIL TO:

RICHLAND 132 LLC
2464 SW Glacier Place Ste 110
Redmond, OR 97756

cert
EXCISE TAX PAID
0
SP 2614 K04540
u
BENTON COUNTY WA

CASCADE TITLE CO. *RERECORDED TO AMEND PARCEL 3 DESCRIPTION*

Escrow No.: PW199265PD

Statutory Warranty Deed

THE GRANTOR JOHN B. MICHEL, as his separate estate and TOM SOLBRACK, as his separate estate for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to RICHLAND 132 LLC, A Washington Limited Liability Company the following described real estate, situated in the County of BENTON, State of Washington:

Abbreviated Legal: Ptn NE & NW 1-8-28 Nly Rail Road

See Exhibit A attached hereto and made a part hereof.

cert.
EXCISE TAX PAID
0
OC 2014 K04958
u
BENTON COUNTY WA

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.
Liability to future assessments to Kennewick Irrigation District

Assessor's Property Tax Parcel Account Number(s): 1-0188-100-0001-000 PTN, 1-0188-200-0001-002 PTN

Dated this 23rd day of September, 2014.

John B. Michel

JOHN B. MICHEL

Tom Solbrack

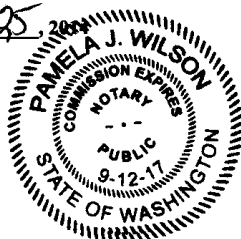
TOM SOLBRACK

STATE OF WASHINGTON
COUNTY OF Benton

} ss

I certify that I know or have satisfactory evidence that JOHN B. MICHEL and TOM SOLBRACK are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: September 25, 2014



Pamela J. Wilson

Pamela J. Wilson
Notary Public in and for the State of Washington
Residing at West Richland
My appointment expires: 9/12/17

Exhibit A

PARCEL 1: (1-0188-100-0001-000 (PTN) 42.15 Acres M/L
THAT PORTION OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST W.M., BENTON
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01"
EAST ALONG THE EASTERLY LINE OF SAID SECTION 1084.99 FEET TO THE NORTHERLY
LINE OF THE BNSF RAILWAY RIGHT-OF-WAY;
THENCE SOUTH 69°55'41" WEST ALONG SAID NORTHERLY LINE 1614.33 FEET TO THE
TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID LINE SOUTH 69°55'41" WEST 1532.36 FEET TO THE
BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT OF WHICH BEARS SOUTH
20°04'19" EAST 4063.95 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID
RIGHT-OF-WAY LINE 36.65 FEET;
THENCE NORTH 35°14'31" WEST 600.48 FEET;
THENCE NORTH 00°33'14" WEST 348.94 FEET;
THENCE NORTH 54°25'29" EAST 65.35 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 35°34'31" EAST 530.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 61.54 FEET;
THENCE NORTH 00°30'36" WEST 1153.85 FEET;
THENCE SOUTH 89°47'49" EAST 570.03 FEET;
THENCE SOUTH 00°12'11" WEST 161.00 FEET;
THENCE NORTH 89°47'49" WEST 14.01 FEET;
THENCE SOUTH 00°12'11" WEST 161.00 FEET;
THENCE NORTH 89°47'49" WEST 213.81 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 00°12'11" WEST 15.00 FEET, THENCE
SOUTHWESTERLY ALONG SAID CURVE 23.75 FEET;
THENCE SOUTH 00°30'36" EAST 734.54 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS NORTH 89°29'24" EAST 20.00 FEET, THENCE
SOUTHEASTERLY ALONG SAID CURVE 29.70 FEET;
THENCE SOUTH 85°36'16" EAST 206.35 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS NORTH 04°23'44" EAST 470.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 327.95 FEET;
THENCE NORTH 54°25'01" EAST 618.66 FEET;
THENCE SOUTH 35°34'59" EAST 60.00 FEET;
THENCE SOUTH 21°18'92" EAST 711.55 FEET;
THENCE NORTH 69°55'41" EAST 13.15 FEET,
THENCE SOUTH 20°04'19" EAST 164.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

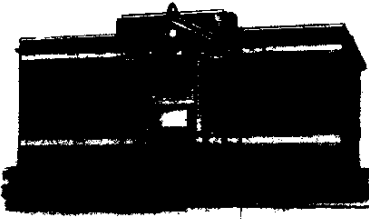
PARCEL 2: (1-0188-100-0001-000 (PTN) 27.57 Acres M/L
THAT PORTION OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST W.M., BENTON
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID
SECTION THENCE NORTH 89°47'49" WEST ALONG THE NORTHERLY LINE OF SAID SECTION
667.86 FEET;
THENCE SOUTH 00°30'36" EAST 729.79 FEET;
THENCE SOUTH 00°13'14" EAST 615.28 FEET;
THENCE NORTH 54°25'29" EAST 65.35 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 35°34'31" EAST 530.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 61.54 FEET;
THENCE NORTH 00°30'36" WEST 1153.85 FEET;
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THENCE NORTH 89°47'49" WEST 14.01 FEET;
THENCE SOUTH 00°12'11" WEST 161.00 FEET;
THENCE NORTH 89°47'49" WEST 213.81 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS SOUTH 00°12'11" WEST 15.00 FEET, THENCE
SOUTHWESTERLY ALONG SAID CURVE 23.75 FEET,
THENCE SOUTH 00°30'36" EAST 734.54 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS NORTH 89°29'24" EAST 20.00 FEET, THENCE
SOUTHEASTERLY ALONG SAID CURVE 29.70 FEET,
THENCE SOUTH 85°36'16" EAST 206.35 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT THE RADIUS POINT OF WHICH BEARS NORTH 04°23'44" EAST 470.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 327.95 FEET;
THENCE NORTH 54°25'01" EAST 858.94 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 35°34'59" EAST 330.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 54.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE
OF THE AMON WASTEWAY;

THENCE TO FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE;
NORTH 82°30'41" WEST 99.67 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE
RADIUS POINT OF WHICH BEARS NORTH 07°29'19" EAST 314.58 FEET, THENCE
NORTHWESTERLY ALONG SAID CURVE 251.99 FEET;
NORTH 36°36'56" WEST 9.09 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE
RADIUS POINT OF WHICH BEARS NORTH 53°23'04" EAST 314.58 FEET, THENCE
NORTHWESTERLY ALONG SAID CURVE 230.24 FEET;
NORTH 05°19'04" EAST 249.48 FEET TO THE SAID NORTHERLY LINE OF SAID SECTION;
THENCE NORTH 89°47'49" WEST ALONG SAID LINE 697.97 FEET TO THE SAID POINT OF
BEGINNING

PARCEL 3: (1-0188-100-0001-000 (PTN) 55.34 Acres M/L
THAT PORTION OF SECTION 1 TOWNSHIP 8 NORTH, RANGE 28 EAST W.M., BENTON
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION THENCE SOUTH 00°42'01" EAST
ALONG THE EASTERLY LINE OF SAID SECTION 1084.99 FEET TO THE NORTHERLY LINE OF
THE BNSF RAILWAY RIGHT-OF-WAY;
THENCE SOUTH 69°55'41" WEST ALONG SAID NORTHERLY LINE 1614.33 FEET;
THENCE NORTH 20°04'19" WEST 164.00 FEET,
THENCE SOUTH 69°55'41" WEST 13.15 FEET;
THENCE NORTH 21°18'12" WEST 711.55 FEET;
THENCE NORTH 35°34'59" WEST 60.00 FEET;
THENCE NORTH 54°25'01" EAST 240.29 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 15°34'59" EAST 330.00 FEET, THENCE
NORTHEASTERLY ALONG SAID CURVE 54.80 FEET TO THE WESTERLY RIGHT-OF-WAY
LINE OF THE AMON WASTEWAY;
THENCE TO FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE;
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RADIUS POINT OF WHICH BEARS NORTH 07°29'19" EAST 314.58 FEET, THENCE
NORTHWESTERLY ALONG SAID CURVE 251.99 FEET;
NORTH 36°36'56" WEST 9.09 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE
RADIUS POINT OF WHICH BEARS NORTH 53°23'04" EAST 314.58 FEET, THENCE
NORTHWESTERLY ALONG SAID CURVE 230.24 FEET;
NORTH 05°19'04" EAST 249.48 FEET TO THE NORTHERLY LINE OF SAID SECTION, THENCE
SOUTH 89°47'49" EAST ALONG SAID LINE 1577.52 FEET;
THENCE NORTH 89°11'04" EAST ALONG SAID LINE 398.55 FEET TO THE SAID POINT OF
BEGINNING

EXCEPT STEPTOE STREET RIGHT-OF-WAY CONVEYED TO THE CITY OF KENNEWICK
UNDER AUDITORS FILE NOS. 2008-028962 AND 2012-003447.
PARCEL 4: (1-0188-200-0001-002) 6.92 Acres M/L
THAT PORTION OF WEST HALF OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 28 EAST,
WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID
SECTION THENCE NORTH 89°47'49" WEST ALONG THE NORTHERLY LINE OF SAID SECTION
667.86 FEET; THENCE SOUTH 00°30'36" EAST 729.79 FEET; THENCE SOUTH 00°33'14" EAST
359.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°33'14"
EAST 604.43 FEET TO THE EASTERLY LINE OF PARCEL A OF THE RECORD OF SURVEY
RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 4035 RECORDS OF SAID COUNTY; THENCE
NORTH 35°34'31" WEST 225.76 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;
THENCE SOUTH 54°25'29" WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 800.00
FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE NORTH 35°34'31" WEST
269.24 FEET; THENCE NORTH 54°25'31" EAST 1146.87 TO THE SAID TRUE POINT OF
BEGINNING.

A/K/A Tract 2 of Record Survey No. 4516, as recorded under Auditor's File No. 2014-018415.



DUANE A. DAVIDSON, CPA
Benton County Treasurer

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

TREASURER'S CERTIFICATE FOR REAL PROPERTY TAXES

Current Taxpayer of Record

Name Tom Solbrack & John B Michel

Street 2555 HWY 24

City: Othello

State: WA

Zip: 99344

Parcel # (s) 101881000001000

TCA R2

☒ Taxes ☐ Irrigation ☐ CRID

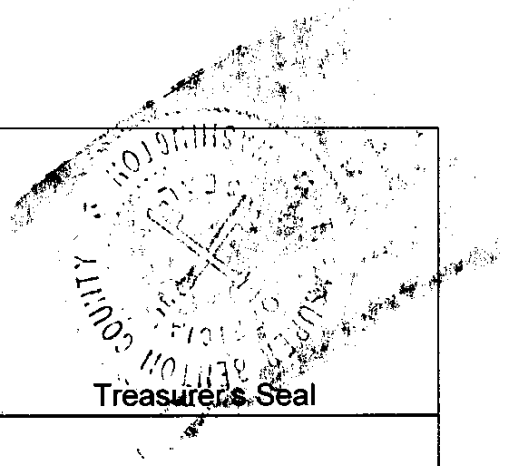
I hereby certify that property taxes due Benton
County on the above parcel number(s) have been
paid through 2014

9/26/2014

Date

Allen
Signature

Treasurer's Seal





DUANE A. DAVIDSON, CPA
Benton County Treasurer

PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

TREASURER'S CERTIFICATE FOR REAL PROPERTY TAXES

Current Taxpayer of Record

Name Tom Solbrack & John B Michel

Street 2555 HWY 24

City: Othello

State: WA

Zip: 99344

Parcel # (s) 101882000001002

TCA R2

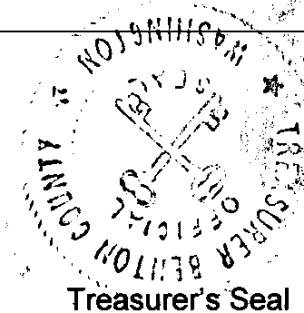
☒ Taxes ☐ Irrigation ☐ CRID

I hereby certify that property taxes due Benton
County on the above parcel number(s) have been
paid through 2014

9/26/2014

Date

Alexis
Signature



Treasurer's Seal

AFTER RECORDING RETURN TO:

Witherspoon Kelley
422 W. Riverside Ave., Suite 1100
Spokane, WA 99201

EXCISE TAX PAID
\$2476.51
AU-515K04267
3W
BENTON COUNTY WA

STEWART TITLE OF THE TRI-CITIES

15000260420

QUIT CLAIM DEED

THE GRANTOR, Forterra NW, a Washington nonprofit corporation for and in consideration of Ten Dollars and other good and valuable consideration, conveys and quit claims to Richland 132, LLC, a Washington limited liability company, all minerals and mineral rights in the following described property, situated in the County of Benton, State of Washington, including any interest therein which grantor may hereafter acquire:

All of Grantor's right, title and interest, legal and equitable whatsoever, however derived, reserved or held, in and to all ores and minerals of any nature whatsoever, including but not limited to iron, industrial minerals, metallic minerals, aggregates, sand, gravel, clay, uranium, rock, including, but not limited to rock of a unique character (hereinafter "minerals"), in and under or which may be produced from the following described real estate (hereinafter "premises"), but excepting all oil, gas and other hydrocarbons, including, but not limited to, those conveyed to Meridian Oil Inc., now Burlington Resources Oil and Gas Company, LP, together with all the right to enter upon the premises for the purposes of prospecting and exploring for mineral by geophysical, geochemical or other means, and for the purposes of drilling, extracting, operating and working any extraction and processing facilities by any procedures whatsoever, and taking out, removing, carrying away, the tenements, hereditaments and appurtenances and more particularly described on the attached legal description, Exhibit "A", which is made a part hereof.

Tax Parcel Nos:

1-0188-100-0001-001, 1-0188-102-0000-001, 1-0188-102-0000-002, 1-0188-102-0000-003, 1-0188-102-0000-004, 1-0188-102-0000-005, 1-0188-102-0000-006, 1-0188-102-0000-007, 1-0188-102-0000-008, 1-0188-102-0000-009, 1-0188-102-0000-010, 1-0188-102-0000-011, 1-0188-102-0000-012, 1-0188-102-0000-013, 1-0188-102-0000-014, 1-0188-102-0000-015, 1-0188-102-0000-016, 1-0188-102-0000-017, 1-0188-102-0000-018, 1-0188-102-0000-019, 1-0188-102-0000-020, 1-0188-102-0000-021, 1-0188-102-0000-022, 1-0188-102-0000-023, 1-0188-102-0000-024, 1-0188-102-0000-025, 1-0188-102-0000-026, 1-0188-102-0000-027, 1-0188-102-0000-028, 1-0188-102-0000-029, 1-0188-102-0000-030, 1-0188-102-0001-000, 1-0188-102-0002-000, 1-0188-102-0003-000, 1-0188-102-0004-000, 1-0188-102-0005-000, 1-0188-100-0001-003, 1-0188-200-0001-002

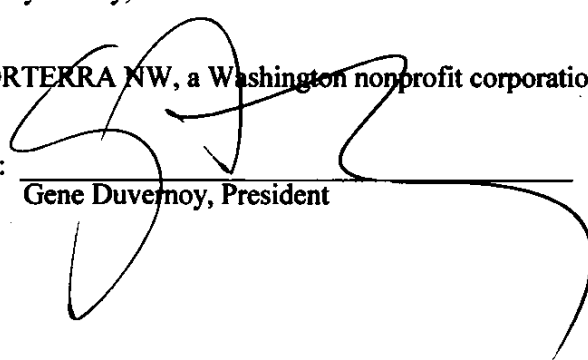
ABBREVIATED LEGAL: PTN NE & NW 1/4 SEC. 1-8-28E, LOTS 1-30
TRACTS 1-5, CLEARWATER CREEK PHASE 1

Abbreviated legal: Ptn. NE & NW ¼ Sec. 1-8-28 E, Lots 1-30, Tracts 1-5, Clearwater Creek Phase 1

Subject to the Permitted Exceptions as set forth on Exhibit "B".

Dated this 3 ^{August} day of ~~July~~, 2015.

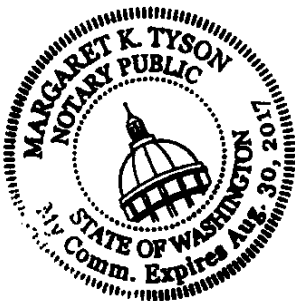
FORTERRA NW, a Washington nonprofit corporation

By: 
Gene Duvernoy, President

STATE OF WASHINGTON)
County of King) ss

I certify that I know or have satisfactory evidence that Gene Duvernoy is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of Forterra NW to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Given under my hand and seal this 3 day of August 2015.



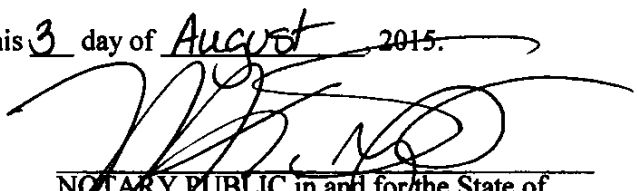

NOTARY PUBLIC in and for the State of
Washington, residing at Seattle WA 98144
My commission expires: 8.30.2017

EXHIBIT "A"
Legal Description

PARCEL 1:

That portion of Section 1, Township 8 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Commencing at the Northeast corner of said section

Thence South 00°42'01" East along the Easterly line of said section 1084.99 feet to the Northerly line of the BNSF Railway Right of Way;

Thence South 69°55'41" West along said Northerly line 1614.33 feet to the True Point of Beginning;

Thence continuing along said line South 69°55'41" West 1532.36 feet to the beginning of a curve to the left the radius point of which bears South 20°04'19" East 4063.95 feet,

Thence Southwesterly along said curve and said right of way line 36.65 feet;

Thence North 35°14'31" West 600.48 feet;

Thence North 00°33'14" West 348.94 feet;

Thence North 54°25'29" East 65.35 feet to the beginning of a curve to the right the radius point of which bears South 35°34'31" East 530.00 feet,

Thence Northeasterly along said curve 61.54 feet;

Thence North 00°30'36" West 1153.85 feet;

Thence South 89°47'49" East 570.03 feet;

Thence South 00°12'11" West 161.00 feet;

Thence North 89°47'49" West 14.01 feet;

Thence South 00°12'11" West 161.00 feet;

Thence North 89°47'49" West 213.81 feet to the beginning of a curve to the left the radius point of which bears South 00°12'11" West 15.00 feet;

Thence Southwesterly along said curve 23.75 feet;

Thence South 00°30'36" East 734.54 feet to the beginning of a curve to the left the radius point of which bears North 89°29'24" East 20.00 feet,

Thence Southeasterly along said curve 29.70 feet;

Thence South 85°36'16" East 206.35 feet to the beginning of a curve to the left the radius point of which bears North 04°23'44" East 470.00 feet,

Thence Northeasterly along said curve 327.95 feet;

Thence North 54°25'01" East 618.66 feet;

Thence South 35°34'59" East 60.00 feet;

Thence South 21°18'92" East 711.55 feet;

Thence North 69°55'41" East 13.15 feet;

Thence South 20°04'19" East 164.00 feet to the said True Point of Beginning.

Except any portion lying within the Plat of Clearwater Creek Phase 1, according to the plat thereof recorded in Volume 15 of Plats, Page(s) 510, records of Benton County, Washington.

1-0188-100-0001-001

PARCEL 2:

Lots 1 through 30 and Tracts 1 through 5, Clearwater Creek Phase 1, according to the plat thereof recorded in Volume 15 of Plats, Page(s) 510, records of ^{Benton} County, WA.

1-0188-102-0000-001 to 1-0188-102-0000-030, 1-0188-102-0001-000, 1-0188-102-0002-000, 1-0188-102-0003-000, 1-0188-102-0004-000 and 1-0188-102-0005-000

PARCEL 3:

That portion of Section 1 Township 8 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Northeast corner of said section

Thence South 00°42'01" East along the Easterly line of said section 1084.99 feet to the Northerly line of the BNSF Railway right-of-way;

Thence South 69°55'41" West along said Northerly line 1614.33 feet;

Thence North 20°04'19" West 164.00 feet;

Thence South 69°55'41" West 13.15 feet;

Thence North 21°18'12" West 711.55 feet;

Thence North 35°34'59" West 60.00 feet;

Thence North 54°25'01" East 240.29 feet to the beginning of a curve to the right the radius point of which bears South 15°34'59" East 330.00 feet,

Thence Northeasterly along said curve 54.80 feet to the Westerly right-of-way line of the Amon Wasteway;

Thence the following courses along said right-of-way line; North 82°30'41" West 99.67 feet to the beginning of a curve to the right the radius point of which bears North 07°29'19" East 314.58 feet,

Thence Northwesterly along said curve 251.99 feet; North 36°36'56" West 9.09 feet to the beginning of a curve to the right the radius point of which bears North 53°23'04" East 314.58 feet;

Thence Northwesterly along said curve 230.24 feet; North 05°19'04" East 249.48 feet to the Northerly line of said section;

Thence South 89°47'49" East along said line 1577.52 feet;

Thence North 89°11'04" East along said line 398.55 feet to the said point of beginning.

EXCEPT Steptoe Right of Way conveyed to the City of Kennewick under Auditor's File No. 2008-028962 and 2012-003447.

1-0188-100-0001-003

Parcel 4

That portion of West half of Section 1, Township 8 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the Northeast corner of the Northwest quarter of said section

Thence North 89°47'49" West along the Northerly line of said section 667.86 feet;

Thence South 00°30'36" East 729.79 feet;

Thence South 00°33'14" East 359.80 feet to the true point of beginning;

Thence continuing South $00^{\circ}33'14''$ East 604.43 feet to the Easterly line of Parcel A of the record of survey recorded in Volume 1 of Surveys at page 4035 records of said county;
Thence North $35^{\circ}34'31''$ West 225.76 feet to the Northeast corner of said parcel;
Thence South $54^{\circ}25'29''$ West along the Northerly line of said parcel 800.00 feet to the Northwest corner of said parcel;
Thence North $35^{\circ}34'31''$ West 269.24 feet;
Thence North $54^{\circ}25'31''$ East 1146.87 to the said true point of beginning.

1-0188-200-0001-002

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Patent and the terms and conditions thereof:

Grantor: United States of America
Grantor: Northern Pacific Railroad Company
Recorded: January 18, 1896
Recording No.: 589

2. Patent and the terms and conditions thereof:

Grantor: United States of America
Grantor: Northern Pacific Railroad Company
Recorded: February 11, 1896
Recording No.: 3751

3. Statutory Warranty Deed and the terms and conditions thereof:

Grantor: Richland 132 LLC, a Washington limited liability company
Grantee: Hayden Homes LLC, an Oregon limited liability company
Recorded: May 29, 2015
Recording No.: 2015-014970

4. Easement and the terms and conditions thereof:

Disclosed by instrument recorded: April 26, 1978
Recording No.: 757041
Purpose: Electric Power transmission line
Affects: Blanket

5. Quit Claim Deed recorded June 5, 2014 under Auditor's File No. 2014-013303 abandoning a portion of said easement.

6. Sidewalk, Utility and Landscape Easement and the terms and conditions thereof:

Recorded: October 3, 2008
Recording No.: 2008-028963

7. Slope and Drainage Easement and the terms and conditions thereof:

Recorded: October 3, 2008
Recording No.: 2008-028964

8. Temporary Construction Easement and the terms and conditions thereof:

Recorded: February 3, 2012
Recording No.: 2012-003452

9. Permanent Sidewalk and Utility Easement and the terms and conditions thereof:

Recorded: February 24, 2012
Recording No.: 2012-003446

10. Permanent Sidewalk and Utility Easement and the terms and conditions thereof:

Recorded: March 3, 2012

Recording No.: 2012-005408

11. Requirement of Notice and the terms and conditions thereof:

Recorded: April 22, 2014

Recording No.: 2014-009167

12. Terms and conditions of survey 4516 recorded July 29, 2014 under Recording Number 2014-018415.

13. Terms and conditions of survey 4525 recorded September 17, 2014 under Recording Number 2014-023317.

14. Public Street and Utility Easements and the terms and conditions thereof:

Recorded: June 5, 2015

Recording No.: 2015-015886

Affects Plat

15. Public Street and Right of Way Easement and the terms and conditions thereof:

Recorded: June 5, 2015

Recording No.: 2015-015887

Affects Plat

16. Temporary Turnaround Easement and the terms and conditions thereof:

Recorded: June 5, 2015

Recording No.: 2015-015888

Affects Plat

17. Covenants, conditions, restrictions and easements in declaration of restrictions, and any amendments thereto:

Recorded: June 16, 2005

Recording No.: 2015-017007

Affects Plat

18. Restrictions, easements, dedications, and delineated matters contained on the face of the Plat of Clearwater Creek Phase 1 as recorded in Volume 15 of Plats, Page(s) 510, and any amendments thereto.

19. Covenants, conditions, restrictions and easements in declaration of restrictions, and any amendments thereto:

Recorded: July 13, 2015

Recording No.: 2015-020148

20. Bylaws of Clearwater Creek Homeowners Association and the terms and conditions thereof:

Recorded: July 13, 2015

Recording No.: 2015-020149

21. Assessments, if any, levied by the Clearwater Creek Homeowners Association.