

**WHEN RECORDED RETURN TO:**

Richland City Clerk's Office  
625 Swift Boulevard, MS-07  
Richland, WA 99352

**ORDINANCE NO. 2025-15**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, RETAINING NEIGHBORHOOD RETAIL BUSINESS (C-1) ZONING AND AUTHORIZING A CONCOMITANT AGREEMENT FOR PROPERTY IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003 AND 1-01881BP5258004, AND ADOPTING THE FINDINGS AND CONCLUSIONS OF THE RICHLAND HEARING EXAMINER AS THE FINDINGS AND CONCLUSIONS OF THE RICHLAND CITY COUNCIL.**

**WHEREAS**, on August 12, 2024 the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a petition from RPS Planning Consulting, LLC on behalf of property owners Tim and Kathryn Bush, Owners/Trustees of the Bush Living Trust and Bush Family Giving, LLC (hereafter the "Property Owner") to change the zoning of approximately 1.7 acres of property hereafter described in Section 2 and identified as Assessor's Parcel Numbers 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003 and 1-01881BP5258004 from Neighborhood Retail Business (C-1) to Retail Business (C-2); and

**WHEREAS**, the Property Owner's stated purpose in pursuing a rezone from C-1 to C-2 was to increase the usability of the site through a reduction in setback requirements along Steptoe Street; and

**WHEREAS**, during the duly noticed public hearing held on August 12, 2024, the Richland Hearing Examiner identified the need for sufficient buffers, setbacks, and similar dimensional treatments to provide appropriate separation from commercial uses on the site and the single-family homes located immediately to the east, all in the City of Kennewick; and

**WHEREAS**, on October 22, 2024, applicant RPS Planning Consulting, LLC provided a memorandum to the City requesting that the zoning of the subject property remain Neighborhood Retail Business (C-1) and that setbacks be altered through a binding covenant recorded against each parcel that runs with the land; and

**WHEREAS**, on November 7, 2024, the City provided to the Richland Hearing Examiner a memorandum stating its support for the use of a binding covenant through agreement to alter setbacks rather than changing the zoning of the subject property; and

**WHEREAS**, on February 13, 2025, the Richland Hearing Examiner issued a 6-page written recommendation to the Richland City Council concluding with a recommendation for City Council to consider authorizing, in lieu of a rezone, an agreement with the Property Owner to address the applicant's setback requests; and

**WHEREAS**, as required by RMC 19.20.030, the Richland City Council conducted a closed-record decision hearing on May 6, 2025 and has considered the totality of the record.

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

Section 1. The findings of fact and conclusions of law contained in the Richland Hearing Examiner's Report dated February 13, 2025, attached hereto as **Exhibit A** and incorporated herein by this reference, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Neighborhood Retail Business (C-1), subject to additional setback requirements imposed by a duly executed *Concomitant Agreement*, when consideration is given to the interests of the public. The setback requirements contained in the *Concomitant Agreement* are intended to reduce impacts to adjoining residential properties.

Section 3. The subject property, depicted on **Exhibit B** attached hereto and legally described as follows:

**LOTS 1, 2, 3 AND 4 OF BINDING SITE PLAN NO. 5258, RECORDED  
UNDER AUDITOR'S FILE NO. 2019-035167, RECORDS OF BENTON  
COUNTY, WASHINGTON.**

**APNs: 1-01881BP5258001; 1-01881BP5258002; 1-01881BP5258003; and  
1-01881BP5258004**

shall retain the existing Neighborhood Retail Business (C-1) zoning as modified by a duly executed, delivered and accepted *Concomitant Agreement*, substantially in the form attached hereto as **Exhibit C**, signed by all owners of record and recorded in the public records of Benton County, Washington.

Section 4. Upon receipt of a duly executed *Concomitant Agreement*, as contemplated in Section 3 herein, the City Manager is authorized to execute the same for and on behalf of the City, and to file said document with the City Clerk.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and **Exhibit A** (Richland Hearing Examiner's Report), **Exhibit B** (subject property depiction) and **Exhibit C** (the duly executed *Concomitant Agreement*).

Section 6. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

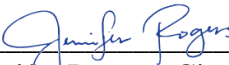
Section 7. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 8. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the 20<sup>th</sup> day of May, 2025.

  
Theresa Richardson, Mayor

Attest:

  
Jennifer Rogers, City Clerk

Approved as to Form:

  
Heather Kintzley, City Attorney

First Reading: May 6, 2025

Second Reading: May 20, 2025

Date Published: May 25, 2025

Before Hearing Examiner  
Gary N. McLean

**BEFORE THE HEARING EXAMINER  
FOR THE CITY OF RICHLAND**

Regarding the Application to <b>Rezone</b> about )	
1.7-acres of property from C-1 )	<b>File No. PLN-T3A-2024-00001</b>
(Neighborhood Retail Business) to C-2 )	
(Retail Business), submitted by )	
	<b>REPORT ON REZONE REQUEST</b>
<b>RPS PLANNING CONSULTING, LLC</b> )	<b>THAT HAS BEEN WITHDRAWN AND</b>
(RICK SIMON), )	<b>REPLACED WITH A PROPOSED</b>
	<b>DEVELOPMENT AGREEMENT</b>
Applicant )	
[On behalf of Property Owner Tim Bush] )	
(Property location: 9025 Center Parkway, a )	
triangular collection of parcels in the southwest )	
corner of the Center Parkway and Steptoe Street )	
intersection, with single-family homes in the City )	
of Kennewick along the eastern boundary) )	

**I. SUMMARY OF REPORT.**

The applicant has withdrawn its request for a rezone of the property, and is instead seeking approval of a Development Agreement, in hopes that a Development Agreement can enhance the development potential for a very challenging site, while adequately addressing concerns consistently expressed by neighboring property owners in this rezone hearing process and two other public hearing processes conducted by the Hearing Examiner over the last ten years. *(See SUP 2015-100, for a development proposal involving a coffee shop and a car wash on the site, which expired; also see SUP 2019-100, issued to allow development of a coffee shop without a car wash on the same site. The coffee shop has now been developed on a portion of the property).*

The Council need not consider the rezone request, as it is now withdrawn. The Development Agreement should be considered by the City Council in accord with its standard practices for such matters, informed by public testimony and evidence in this rezone hearing process which indicates

**REPORT TO CITY COUNCIL ON REZONE  
APPLICATION FOR 9025 CENTER PARKWAY  
THAT HAS BEEN WITHDRAWN, AND REPLACED  
WITH A PROPOSED DEVELOPMENT  
AGREEMENT – FILE NO. PLN-T3A-2024-00001**

**GARY N. MCLEAN**  
**HEARING EXAMINER FOR THE CITY OF RICHLAND**  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

that the Development Agreement may improve the development potential for the site, and appropriately addresses long-standing concerns held by homeowners that live immediately east of the site.

## II. BACKGROUND AND APPLICABLE LAW.

The Hearing Examiner has jurisdiction to conduct an open record public hearing on any site-specific rezone application and is directed to issue a written recommendation for consideration and final action by the Richland City Council. *See* Richland Municipal Code (RMC) 19.20.010(D)(identifies “site-specific rezones” as Type IIIA permit applications); RMC 23.70.210(A)(“The hearing examiner shall conduct an open record public hearing as required by RMC Title 19 for a Type IIIA permit application.”); and RMC 19.20.030(granting jurisdiction to Hearing Examiner to conduct public hearing and issue recommendation to City Council); RMC 19.25.110(authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

The applicant bears the burden of proof to show that its application conforms to the relevant elements of the city’s development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

As noted above, the applicant has withdrawn their request for a rezone of the property, so the Council need not consider the rezone request.

The applicant’s proposed Development Agreement is outside the jurisdiction of the Examiner and should be considered by the City Council on its own merits.

## III. RECORD.

Exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the City Clerk’s Office.

**Hearing Testimony:** The public hearing for the requested rezone occurred in-person, at Richland City Hall, on the evening of August 12, 2024. The following individuals offered sworn testimony regarding the rezone:

1. Kyle Hendricks, City Planner, summarized the Staff Report, nature of comments received, history of development attempts on the property. Mr. Hendricks’ post-hearing summary and recommendation of approval for the applicant’s requested development agreement is now included in the record as *Exhibit 7*;
2. Rick Simon, the applicant, provided background information explaining why application came forward, explained various limitations the applicant would accept in order to prevent undesirable uses if a rezone is granted; in response portion of hearing, acknowledged that a development agreement may be simpler and clearer way to achieve the applicant’s goals of

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making the site more attractive for development, with more certainty on what setbacks might apply and where. Mr. Simon's summary of a proposed development agreement for the site is now included in the record as *Exhibit 6*;

3. Jack Briggs, neighboring homeowner, opposed the rezone, submitted detailed written comments included as part of the record;

4. Jim Lampman, neighboring homeowner, expressed concerns about the requested rezone, concerns about traffic, concerns that reduced setbacks could harm neighbors, submitted written comments that are part of the record;

5. Todd Freitag, neighboring homeowner, expressed concerns, opposition to rezone similar to others raised in the hearing;

6. Grace Chen, neighboring homeowner, moved in after coffee shop was already built on the applicant's property, has concerns about rezone, types of uses that might be developed on the site, would prefer to know what will be built on the site.

7. Mike Stevens, Planning Manager, responded to public comments, addressed conflicting setback requirements that already apply to the site, suggested that a development agreement may be way to address concerns expressed by neighbors and provide clarity on setbacks that will apply, preferably with the larger setback applied to protect the residential neighbors.

**Exhibits:** The Development Services Division Staff Report for the requested Rezone, including a recommendation of approval, was provided to the Examiner in the week before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Rezone Application Materials;
2. Zoning map;
3. Public Notices & Affidavits;
4. Agency Comments;
5. Public Comments (some were added or revised during the public hearing)

The Examiner held the record open to allow the parties to confer with one another and determine if a rezone is needed, or if a Development Agreement might be the best way to achieve the applicant's goals and satisfy concerns expressed in public comments. In October, the applicant submitted a proposal that would retain the C-1 zoning and instead seek approval of a stand-alone development agreement, added to the record as *Exhibit 6*.

Staff Reviewed the applicant's proposal and generated a summary memo in November, noting that the rezone is no longer proposed, and recommending approval of a development agreement with setbacks and other standards summarized in their review memo, now included in the record as *Exhibit 7*.

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Because the Examiner only has jurisdiction over the requested rezone, which has been withdrawn (*See Exhibits 6 and 7*), the Examiner withheld any recommendation to the City Council, as the rezone is not going forward, and the Development Agreement is outside the Examiner's jurisdiction. However, in follow-up communications with Planning Staff, the Examiner was advised that the applicant and staff would prefer a report to the City Council, informing Council on issues raised in the rezone hearing process that may help members in their consideration of any proposed Development Agreement. This short Report is offered for that limited purpose, with respect and complete awareness that the City Council holds full authority and discretion to address a development agreement as it sees fit, without input from the Examiner.

The Examiner visited the road network and vicinity of the proposed rezone on multiple occasions over the past few years in connection with other applications related to the same site and did so again on the day of the public hearing; and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.

#### IV. FINDINGS OF FACT.

Based upon the record, the undersigned Examiner issues the following Findings of Fact.

##### *Application, Site Location and Conditions.*

1. The collection of parcels addressed in the rezone request that has now been withdrawn are under common ownership by the Bush family, represented by the applicant, Rick Simon.
2. The parcels form a long, narrow triangle shape within the southeast corner of Center Parkway and Steptoe Street, with single-family homes in the City of Kennewick along the eastern boundary.
3. Currently, the land is all zoned C-1 (Neighborhood Retail Business). The rezone application would have rezoned the property to C-2 (Retail Business). There is no dispute that allowable building heights and the broad range of commercial uses permitted in the C-2 zone were not favored by neighbors who appeared during the public hearing for the requested rezone.
4. While the applicant sought to limit concerns from neighbors by proposing a list of C-2 uses that might not be allowed on the property, the initial proposal was very confusing with only the most dedicated planner or development expert able to fully understand. Confusion and misunderstanding often result in frustration or general opposition to a proposal.
5. Over the last ten years, the Examiner has now presided over *three* robust public hearing processes involving land use proposals on the same site, with the first in 2015, a Special Use Permit for a development plan that included a car wash and a coffee shop on the site, under File No. SUP 2025-100; the second in 2019, a Special Use Permit for a stand alone coffee shop [after the previous permit that included a car wash expired with no development moving forward on the site], under File No. SUP 2019-100, with the coffee shop now developed on a portion of the site; and the third in 2024 for the now-withdrawn request to rezone the property from C-1 to C-2.

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6. The record for all three public hearing processes includes several of the same neighbors opposing or expressing concerns about development on the site next to their residential neighborhood. In each matter, the property owner/applicant expressed concerns that such a narrow and oddly-shaped site, with no access allowed onto or from the increasingly busier Steptoe right of way on the west side of the property, presents unique challenges to successfully market or develop the property with uses allowed in the C-1 zone. However, there is no evidence that any collection of commercial uses is more or less attractive on the site. The development challenges are mostly the same for any and all proposed uses.

7. One common theme from neighbors has been the need for sufficient buffers, setbacks, and the like, to provide appropriate separation from commercial uses on the site and the single-family homes located immediately to the east, all in the City of Kennewick.

8. As explained elsewhere in this Report, the applicant has now withdrawn its request to change zoning on the site from C-1 to C-2. (*See Exs. 6 and 7*). Given evidence and detailed opposition comments in the public record for the rezone application, it is not likely the Examiner would have recommended approval of such application.

9. The applicant and Staff should be commended for their efforts to generate a framework for a stand-alone Development Agreement that does not require a rezone, and is intended to provide more clarity for the property owner, potential businesses, and neighbors, on important setbacks and other standards that should apply to the site moving forward.

10. To a large extent, the solid masonry fence constructed along the property and abutting residential properties – as a condition of prior permits issued for development on the site – already provides meaningful and substantial mitigation for neighboring property owners. Better than simply a setback, a masonry wall provides solid visual separation, and enhances privacy. And, as noted in both previous hearings, general noise and sound issues are already present for the neighborhood, due to the presence of an existing train route and railroad bridge over Steptoe, immediately south of the project site and the Grandridge Meadows neighborhood, and from traffic on adjacent busy roadways, especially Steptoe.

11. The clarified setbacks addressed in the framework for a development agreement addressed in *Exhibits 6 and 7* appear to have been carefully crafted to appropriately address concerns expressed by neighbors, but to also enhance the development potential for the property that has remained undevelopment for many years under current standards, that can be confusing and conflict on some important issues, like when a 15 or 30-foot setback should apply. The proposed development agreement would lock-down very specific setbacks from residential properties, far better than just 15 feet allowed under current zoning regulations. (*See Ex. 7, staff summary*).

12. This initial rezone application packet essentially argued that lands have remained vacant so a rezone is in order, to try something else that might spur development. The same arguments have been presented in other areas of the City, in the context of development proposals connected with plats, special use permits, as well as rezone requests. In most all circumstances, the decision-makers must

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consider whether goals and vision statements in planning documents – like providing a mix of residential and residential-friendly commercial uses placed on parcels used as a buffer between more intense uses and existing residential projects – and existing development regulations (like setbacks) have been given adequate time to come to reality. In this matter, it is crystal clear that conflicting language in parts of the City’s zoning codes, including without limitation whether a 15 or 30-foot setback should apply to residential properties, warrants clarification – and in this instance, the proposed development agreement can achieve such purpose and merits approval on such basis.

13. Any factual matters set forth in the foregoing or following sections of this Recommendation are hereby adopted by the Hearing Examiner as findings of fact and incorporated into this section as such.

## V. CONCLUSIONS.

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant has withdrawn their request to rezone the property from C0-1 to C-2.
2. While the rezone request has been withdrawn, the applicant’s proposed framework for a development agreement that would apply to the property might enhance the site’s development potential and also provides clarity on important issues for neighboring property owners, all of which would implement goals and policies in the City’s Comprehensive Plan and serve the public interest.
3. Comments essentially opposing all development on the site are not supported by applicable law and should not serve as a basis to deny a rezone request or any proposed development agreement that might come forward for consideration by the City Council.

## VI. REPORT.

Because the initial rezone application has been withdrawn, no action is required by the City Council. The framework for a development agreement as summarized in *Exhibits 6 and 7* warrants serious consideration by the City Council and appears to appropriately address comments from abutting property owners. Staff’s recommendation of approval for a proposed development agreement, as provided in *Exhibit 7*, is supported by evidence in the rezone hearing record.

ISSUED this 13<sup>th</sup> Day of February, 2025



Gary N. McLean  
Hearing Examiner

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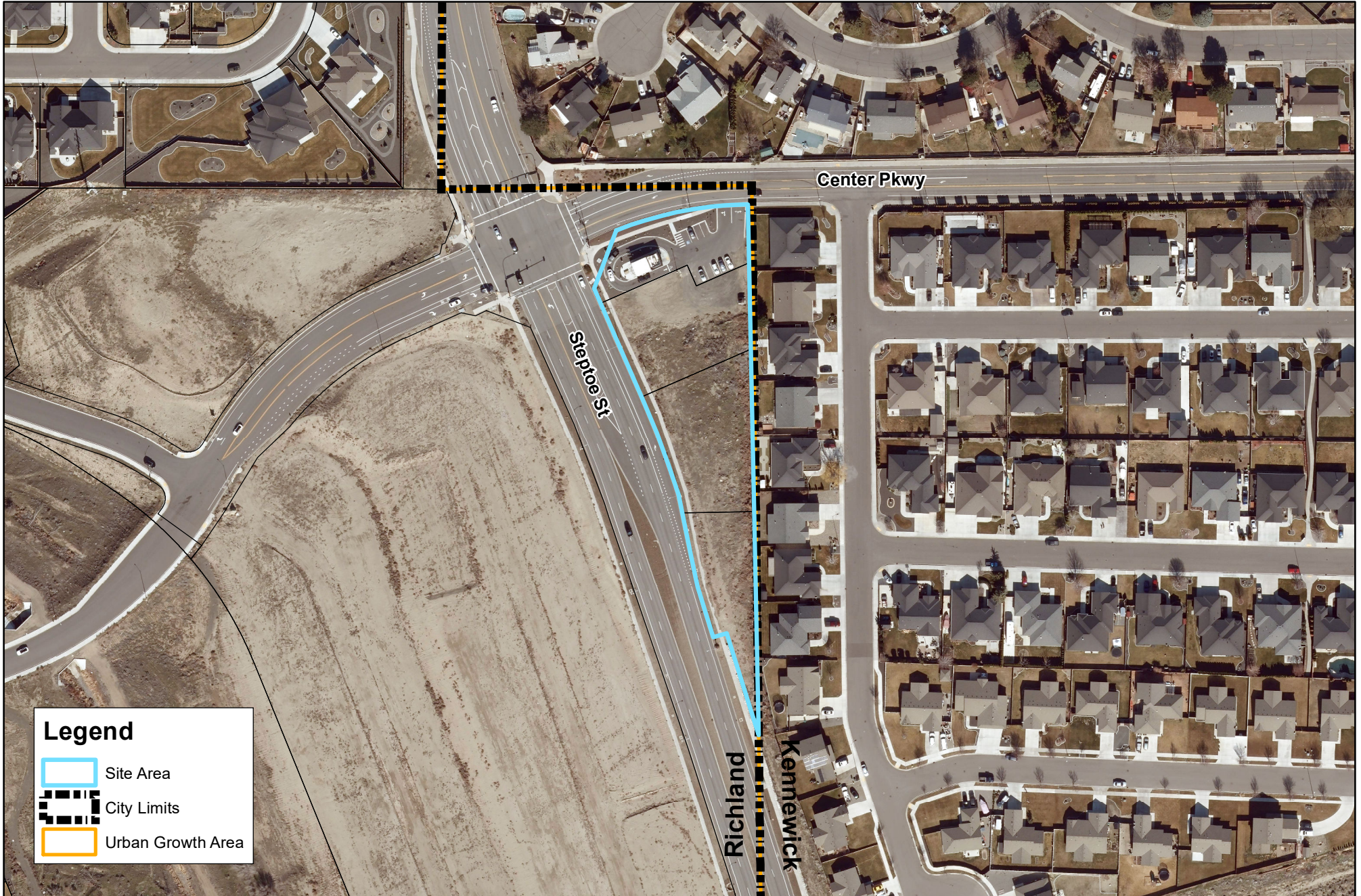
# Vicinity Map

Item: 9025 Center Pkwy zone change  
Applicant: Rick Simon  
File #: PLN-T3A-2024-00001

Exhibit B to Ordinance No. 2025-15



0 50 100 200 Feet



## Legend

-  Site Area
-  City Limits
-  Urban Growth Area



**CONCOMITANT AGREEMENT**

THIS CONCOMITANT AGREEMENT (hereafter “Agreement”) is made and entered into this \_\_\_\_ day of May, 2025, by and between the **CITY OF RICHLAND**, a Washington municipal corporation (“City”), and **TIM** and **KATHRYN BUSH**, husband and wife and trustees of the **BUSH LIVING TRUST, BUSH FAMILY GIVING, LLC**, a Washington limited liability company, and **POSITIVE NATURE HOMECARE HOLDINGS LLC**, a foreign limited liability company formed under the laws of the state of Arizona, as successor-in-interest to Lots 2, 3 and 4 of Binding Site Plan No. 5258 (collectively referred to herein as “Petitioner”). This Agreement is authorized by and is an exhibit to Ordinance No. 2025-15 approved by Richland City Council on May 20, 2025.

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, in 2024, the City of Richland received an application from Petitioner, through a duly authorized agent, to rezone four (4) legal lots of record totaling approximately 1.7 acres in Richland, Washington from C-1 (Neighborhood Retail Business) to C-2 (Retail Business); and

**WHEREAS**, Petitioner’s stated purpose in pursuing a rezone from C-1 to C-2 was to increase the usability of the site through a reduction in setback requirements along Steptoe Street; and

**WHEREAS**, a public hearing was held on August 12, 2024, during which the Richland Hearing Examiner identified the need for sufficient buffers, setbacks, and similar dimensional treatments to provide appropriate separation from commercial uses on the site and the single-family homes located immediately to the east, all in the City of Kennewick; and

**WHEREAS**, Petitioner acknowledges that the commercial uses available in the C-1 zone classification are consistent with desired development of the site, and that the additional uses available under the C-2 zone classification are not required; and

**WHEREAS**, the parties agree that Petitioner's objective (reduced setbacks to permit greater distance from residential properties) can be achieved by retaining the current C-1 zoning and entering into a concomitant agreement to specifically address setback requirements on the four (4) lots; and

**WHEREAS**, the properties subject to this Agreement are referred to as Lots 1, 2, 3 and 4 of Binding Site Plan No. 5258, recorded under Auditor's File No. 2019-035167, records of Benton County, Washington, and assigned Benton County Tax Parcel Nos. 1-01881BP5258001, 1-01881BP5258002, 1-01881BP5258003 and 1-01881BP5258004 located at the southeast corner of the Center Parkway and Steptoe Street intersection (hereinafter the "Property"); and

**WHEREAS**, ownership of Lots 2, 3 and 4 of Binding Site Plan No. 5258 was conveyed to Positive Nature Homecare Holdings LLC prior to conclusion of the land use application process, including passage of Ordinance No. 2025-15 and recordation of this Agreement; and

**WHEREAS**, Positive Nature Homecare Holdings LLC, as the new owner of Lots 2, 3 and 4 of Binding Site Plan No. 5258, is a successor-in-interest to the applicant and is therefore a necessary party to this Agreement.

**NOW, THEREFORE**, on behalf of themselves, their marital community, and the legal entities they govern, and for and on behalf of all Petitioner's heirs, successors and assigns, Petitioner does covenant and agree that the City of Richland's C-1 zoning regulations apply to the Property, including but not limited to all requirements and standards of the C-1 zone as stipulated in the following code sections: RMC 23.22.020, Performance Standards and Special

Requirements; RMC 23.22.030, Commercial use districts permitted land uses; RMC 23.22.040, Site requirements and development standards for commercial use districts; and RMC 23.22.050, Parking standards for commercial use districts, **with the following exceptions:**

1. The front yard setback along Steptoe Street shall be zero (0) feet for all lots within BSP No. 5258 (BSP 2019-102).
2. For Lots 2 and 3 of BSP No. 5258 (BSP 2019-102), the minimum rear yard setback from the eastern property line shall be at least thirty-four feet (34') from the eastern property line. The rear yard setback area shall consist of a ten-foot (10') wide landscape strip adjacent to the property line and the existing block wall and a twenty-four foot (24') access and utility easement running parallel to the landscape strip.
3. For Lot 4 of BSP 5258 (BSP 2019-102), the minimum rear yard setback from the eastern property line shall be thirty feet (30') and shall consist of a ten foot (10') wide landscape strip adjacent to the eastern property line and the existing block wall.
4. For Lot 1 of BSP 5258 (BSP 2019-102), any future development or redevelopment of the site shall meet the same setback standards as identified for Lots 2 and 3 as listed above. In addition, a setback of forty-five feet (45') from the Center Parkway right-of-way shall be maintained.

The properties subject to this Agreement are legally described as follows:

**Lots 1, 2, 3 and 4 of Binding Site Plan No. 5258, recorded under Auditor's File No. 2019-035167, records of Benton County, Washington.**

**APNs: 1-01881BP5258001; 1-01881BP5258002; 1-01881BP5258003; and 1-01881BP5258004**

This Agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioner with respect to the Property or any part thereof, until such time as the Agreement is terminated. This Agreement shall automatically terminate upon any change in zoning applied to the Property. The City of Richland shall be deemed a beneficiary of this covenant without regard

to whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set their hands, with the intent to be legally bound, on the day and year first written above. This Agreement shall take effect upon its recordation in the Benton County Auditor's Office.

*[Signature page to follow]*

Draft

## CITY OF RICHLAND

Jon Amundson, ICMA-CM

City Manager

Heather Kintzley, City Attorney

**PETITIONER**

Tim Bush, Owner/Trustee of Bush Family Trust and Governor of Bush Family Giving, LLC

Kathryn Bush, Owner/Trustee of Bush Family Trust

Nicholas Tj alas, Governor of Positive  
Nature Homecare Holdings LLC

## ACKNOWLEDGEMENT

STATE OF WASHINGTON )  
 )  
 ) : SS  
COUNTY OF BENTON )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson, Richland City Manager**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

Signature \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My appointment expires \_\_\_\_\_

seal

ACKNOWLEDGEMENT

STATE OF WASHINGTON       )  
  : SS  
COUNTY OF BENTON       )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Tim Bush**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

seal

ACKNOWLEDGEMENT

STATE OF WASHINGTON       )  
  : SS  
COUNTY OF BENTON       )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Kathryn Bush**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

seal



ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared **Nicholas Tjalas**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal are hereon affixed on the day and year above written.

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

seal