CITY OF KENNEWICK HEARING EXAMINER
Andrew Kottkamp, Hearing Examiner

AGENDA

MONDAY, JULY 11, 2022
6:00 P.M.
CITY OF KENNEWICK – ONLINE VIRTUAL MEETING
210 W. 6TH AVE, KENNEWICK, WA 99336

Procedure for Participation

- Please register and sign in to Zoom if you wish to receive a copy of the decision when it is issued and if you plan to give testimony.
- When recognized by the Examiner, state your name, address and whether you are representing only yourself or others.
- All remarks, comments, and questions should be addressed to the Hearing Examiner and not to the audience or parties. You may offer written comments or other items (such as photographs) to the Hearing Examiner as an exhibit for the permanent record. Please provide at least three (3) copies of each item submitted: one copy for the Hearing Examiner, one for the Official Record, and one for Staff). During an Appeal Hearing, if the appellant and the applicant are different parties, then a fourth copy of all documentation is requested.

I. CALL TO ORDER

II. PROCEDURAL INFORMATION

III. PUBLIC HEARING

A. Preliminary Plat (SUB-2022-0012), "Peach Farm" proposing to subdivide 3.76 acres into 17 lots. The site is generally located at 1929 W. 10th Avenue. The site is currently zoned Residential, Low Density (RL), the Comprehensive Plan designation is Low Density Residential. The applicant is J & J Kelly Construction, 1802 Road 76, Pasco, WA 99301, and property owner is Thomas Wei, 2120 N. Road 44, Pasco, WA 99301.

B. Preliminary Plat (SUB-2022-0013), "Morain Street Townhomes" proposing to subdivide 1.6 acres into 20 lots. The site is generally located at 525 S. Morain Street. The site is currently zoned Residential, Medium Density (RM), the Comprehensive Plan designation is Low Density Residential. The applicant is David Main, Homes by David, 40305 302nd Ave SE, Enumclaw, WA 98022 & Kaleb Mapstead, 5804 Road 90 Ste. H, Pasco, WA 99301, and the property owner is David Main, Homes by David, 40305 302nd Ave SE, Enumclaw, WA 98022.

IV. ADJOURN

COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE HEARING EXAMINER

FILE NO:SUB-2022-0012

MASTER FILE #:	**SUB-2022-0012**
APPLICANT:	J & J Kelly Construction 1802 Road 76 Pasco, WA 99301
OWNER:	Thomas Wei 2120 N. Road 44 Pasco, WA 99301
REQUEST:	**PRELIMINARY PLAT**: Peach Farm 17 lot plat

BACKGROUND

1. **PROPERTY DESCRIPTION:**

Legal:

Parcel 1-1189-102-0006-006: That portion of the east 67.89 feet of Tract 7. Lying North of Kennewick irrigation District Canal; and that portion of tract 6, lying north of Kennewick Irrigation District canal, all in the Highlands Plat C, according to the plat thereof recorded in Volume 2 of Plats, page 31, records of Benton County, Washington except the east 175 feet of said portion and tract 6 and except portion deeded to the City of Kennewick for road right of way by deed recorded January 21, 1994 under Auditor's File NO. 94-2609;

Together with the adjacent portion of the Kennewick Irrigation District lowlift canal right of way being 30 feet in width, abandoned per resolution NO. 83-16 recorded February 15, 1983 under Auditor's File NO. 873230;

And together with the north 235 feet of the east 175 feet of Tract 6, the Highlands Plat C, according to the plat thereof recorded in volume 2 of Plats, Page 31, records of Benton County, Washington except the east 95 feet thereof

and except portion deeded to the City of Kennewick for road right of way by deed recorded January 21, 1994 under Auditor's File NO. 94-2608;

And together with that portion of the west 100 feet of the east 167.69 feet of Tract 7, lying north of the Kennewick Irrigation District canal, the Highlands Plat C according to the plat thereof recorded in Volume 2 of Plats, page 31, records Benton County, Washington, except the north 140 feet thereof and together with the adjacent portion of the Kennewick Irrigation District lowlift canal right of way being 30 feet in width, abandoned per Resolution NO. 83-16 recorded February 15, 1983 under Auditor's file NO. 873230;

Together with and subject to easements, reservations, covenants and restrictions of record and in view.

General Location: Said property is located at 1929 W 10th Ave

Property Size: The site contains approximately 3.76 acres (163,786 square feet).

2. **ACCESS:** The site is accessed from W 10th Avenue
3. **UTILITIES:** Water utilities are available from W 10th Ave
4. **LAND USE AND ZONING:** The site consists of 3 lots zoned Residential, Low Density (RL), and contains one SFDUs, a shop, and a detached accessory building.

   NORTH: Residential, Low (RL)
   EAST: Residential, Low (RL)
   SOUTH: Residential, Low (RL)
   WEST: Residential, Low (RL)
5. **Comprehensive Plan:** The Comprehensive Plan designates the site for Low-Density Residential. Residential Goal 1 directs the City to provide for attractive, walkable, and well-design residential neighborhoods, with differing densities and compatible with neighboring areas. Residential Goal 3 directs the City to promote a variety of residential densities with a minimum density target of 3 units per acre as average throughout the urban area, and Policy 3-2, "Place lands constrained by sensitive areas, those intended to provide transition to the rural area, or those appropriate for larger lot housing with the Residential Low Density land use designation to allow for a range of lifestyles."

ENVIRONMENTAL DETERMINATION: Based on the number of lots, this project is exempt from SEPA review. However, as this project is located on an existing orchard, this project has been sent to the Washington State Department of Ecology for review and testing/mitigation requirement determination.

ANALYSIS

LOT LAYOUT: The proposed preliminary plat contains 17 low-density lots, which would have access from dedicated internal streets, via W 10th Ave.

The lots range from 7,500 square feet to 12,586 square feet, the average lot size being 8,144 square feet. The proposal would be consistent with the development standards of the RL zoning district per KMC 18.12.010.

RIGHTS-OF-WAY: All lots, except lots 2 and 3 will have frontage on streets to be dedicated as part of the plat. All roads will be fully improved and completed with this subdivision.

UTILITIES: Municipal Water is available to the parcel via an 8" line from W 110th Ave. The site has 4 stubs, one of which is currently in use by the SFDU.

IRRIGATION: This parcel is within Kennewick Irrigation District service area, currently served and assessed by KID. Owner shall be required to build a system within the plat to deliver irrigation water to each of the new lots with proper irrigation easements for all new lines installed. Prior to building of this system an engineering drawing shall be submitted to KID for review and comments. Development shall comply with RCW 58.17.310.

WATER RIGHTS: See utility and irrigation sections.

STAFF FINDINGS OF FACT

State law (RCW 58.17.110) and the Kennewick Municipal Code require the City to develop Findings of Fact as to how this proposed subdivision will protect and enhance the health, safety, and general welfare of the community. The following is a listing of proposed "Findings of Fact":

Prevent Overcrowding: KMC 18.12.010 does not prescribe a maximum density for the RL zone. The minimum lot size for an RL zone is 7,500 square feet. The smallest lot on the proposed preliminary plat is 7,500 square feet and the average lot size is 8,144 square feet.

Parks Open Space/Schools: The closest park, Vancouver Park, is about 1/3 of a mile away via W 10th Avenue and S Vancouver St; The Zintel Canyon Greenway is about 1/3 mile along W 10th Avenue. This site is served by the Kennewick School District schools Southgate Elementary School, Chinook Middle School, and Southridge High School.

Effective Land Use/Orderly Development: The plat is designated, Low Density Residential and is intended for single-family residential development as identified in the Comprehensive Plan.

Safe Travel & Walking Conditions: The proposed plat includes adequate streets and sidewalks. Curb, gutter, and sidewalk shall be installed and constructed to current City standards and to the standards of the American's with Disabilities Act (ADA).

Adequate Provision of Municipal Services: All lots within the plat will be provided with water, sewer, and other utilities.

Provision of Housing for State Residents: The proposed plat contains 17 low-density residential lots providing the opportunity for the construction of 17 new dwelling units in Kennewick.

Adequate Air and Light: The maximum lot coverage limitations, building height restrictions, and building setbacks will assure that adequate movement of air and light is available to each lot.

Proper Access & Travel: The plat will be developed to City standards to assure proper access is maintained to each lot. Connections will be made to W 10th Ave.

Comprehensive Plan Policies & Maps: The Comprehensive Plan designates the plat site for Low-Density Residential development. Policies of the Comprehensive Plan encourage the advancement of home ownership and suggest the City strive to maintain a variety of housing for residents.

Housing Goals and Policies of the Comprehensive Plan that pertain to this development include: Residential Goal 1 directs the City to provide for attractive, walkable, and well-design residential neighborhoods, with differing densities and compatible with neighboring areas. Residential Goal 3 directs the City to promote a variety of residential densities with a minimum density target of 3 units per acre as average throughout the urban area, and Policy 3-2, "Place lands constrained by sensitive areas, those intended to provide transition to the rural area, or those appropriate for larger lot housing with the Residential Low Density land use designation to allow for a range of lifestyles."

The applicant is proposing to construct 17 low-density residential lots with a minimum lot size of 7,500 square feet to meet the intent of the Comprehensive Plan.

Other Findings: The Public Notice was mailed out and published in the Tri-City Herald on June 26, 2022.

1. The site is within the Kennewick Urban Growth Boundaries.
2. The State Growth Management Act requires urban growth and urban densities to occur within the Urban Growth Boundaries.
3. The site consists of 3 lots zoned Residential, Low Density (RL).
4. The site contains one SFDU, and one detached accessory building.
5. The site is not considered a critical area, a mineral resource area or a wetland.
6. The site's Comprehensive Plan designation is for Low Density Residential development.
7. The site is zoned Residential, Low Density (RL)
8. The proposed subdivision is in conformance with the RM zoning requirements of the site.
9. The minimum lot area in the RM zone is 7,500 square feet.
10. The Housing Element of the Comprehensive Plan encourages the advancement of programs that promote home ownership and development of a variety of residential densities and housing types.

11. The Transportation Element of the Comprehensive Plan encourages the interconnection of neighborhood streets to provide for the disbursement of traffic.
12. The interconnection of neighborhood streets is necessary for utility connections (looping) and the provision of emergency services.
13. The proposed Right-of-Way will be named S Underwood Pl.
14. Sidewalk easements will be dedicated in accordance with the Letter from Martin Nelson, Public Works, dated December 16, 2021.
15. RCW 58.17.110 requires the City to make a finding that adequate provisions have been made for schools before any preliminary plat is approved.
16. Plat improvements within the City of Kennewick are required to comply with applicable Kennewick Municipal Code as approved by the City Engineer. These improvements include but are not limited to water, sewer and irrigation lines, streets, streetlights, and storm water retention. The handicapped-accessible pedestrian ramps are to be completed with the street and curb improvements prior to final plat approval. Sidewalks are installed at the time permits are issued for new houses, except sidewalks along major streets, which are installed with the street improvements.
17. The City has nuisance regulations (KMC 9.48) that require property owners (including developers) to maintain their properties in a manner that does not injure, annoy, or endanger the comfort and repose of other property owners. This includes controlling dust, weeds and litter during times of construction for both subdivisions and buildings including houses.

TENTATIVE CONCLUSIONS BASED ON INITIAL STAFF FINDINGS OF FACT

Before recommending approval or denial of the proposed Plat the Hearing Examiner must develop findings of fact from which to draw its conclusion (KMC 17.10.080) therefrom as to whether or not:

(1) Adequate provisions are made for the public health, safety and general welfare and for open spaces, drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, parks, playgrounds, transit stops, schools and school grounds, sidewalks for safe walking conditions for students and other public needs;

The proposed plat will be required to develop under the standards of the Kennewick Municipal Code and the standard specifications of the Public Works Division. These standards for streets, sidewalks, and other infrastructure improvements were designed to ensure the public health, safety, and general welfare of the community. These standards include provisions for streets, drainage, water and sewer service and the provision for dedication of right-of-way. The preliminary plat was forwarded to Benton UD, the Kennewick School District, Cascade Gas, Charter Cable, Kennewick Irrigation District, and Benton-Franklin Transit Authority for review and comment.

(2) The proposed subdivision contributes to the orderly development and land use patterns in the area;

The proposed Plat makes efficient use of vacant land and will provide for the looping of utilities and interconnectivity of streets as supported in the Comprehensive Plan. The proposed subdivision will provide street improvements within the plat as per City standards; connections will be made to W 10th Ave.

(3) The proposed subdivision conforms to the policies, maps, and narrative text of the Comprehensive Plan;

The Comprehensive Plan land use map designates the site and surrounding properties for Low-Density Residential development and may be developed with Single-family residential dwelling units.

The Residential Element of the Plan encourages the promotion of a variety of residential densities.

(4) The proposed subdivision conforms to the general purposes of any applicable policies or plans which have been adopted by the City Council;

Development plans and policies have been adopted by the City Council in the form of the Comprehensive Plan. The proposed subdivision conforms to the policies, maps, and narrative text of the Plan as noted in number three above.

(5) The proposed subdivision conforms to the general purposes of the subdivision regulations.

The general purposes of the subdivision regulations have been enumerated and discussed in the staff analysis and Findings of Fact. The Findings of Fact indicate the subdivision is in conformance with the general purposes of the subdivision regulations provided certain mitigation measures (i.e., school impact fees are paid).

(6) The public use and interest will be served by approval of the proposed subdivision.

The proposed plat, if approved, will be developed in accordance with all City standards designed to ensure the health, safety and general welfare of the community are met. The Comprehensive Plan will be implemented through development of this plat. These factors will ensure the public use and interest are served.

TENTATIVE PLAT APPROVAL CONDITIONS

1) All improvements shall be in accordance with the Kennewick Municipal Code. The Kennewick Municipal Code adopts the most recent versions of the City of Kennewick Development Standards, the Washington State Department of Transportation Standard Specifications for Road, Bridges, and Municipal Construction, the International Building Code, and the International Fire Code. If there are any conflicting regulations in any of these documents, the more stringent regulation shall apply.
2) The face of the plat shall include this statement: "As a condition of approval of this

short plat the owner has waived the right to protest the formation of a Local Improvement District for right-of-way and utility improvements to the full extent as permitted by RCW 35.43.182."

3) The face of the final plat shall include this statement: "*The individual or company making improvements on a lot or lots of this plat is responsible for providing and installing all trench, conduit, primary vaults, secondary junction boxes, and backfill for the PUD's primary and secondary distribution system in accordance with PUD specifications; said individual or company will make full advance payment of line extension fees and will provide all necessary utility easements prior to PUD construction and/or connection of any electrical service to or within the plat.*"
4) It shall be the responsibility of the property owner/developer to contact all utility owners to determine their system improvement requirements. Prior to subdivision construction plan submittal and/or review the property owner/developer shall provide to the City of Kennewick written support/approval of the proposed development from all outside utilities, public and private.
5) Developer will be required to provide construction of public or private roads, sidewalks, streetlights, storm drainage and designate sidewalk and utility easements per latest City of Kennewick (COK) and Specifications and Kennewick Municipal Code (KMC) Section 5.56. Coordinate with the Public Works Traffic Division for details of street and easement widths.
6) Provide water and sanitary sewer services for each proposed Lot per Kennewick Municipal Code KMC 14.13.020, KMC 17.13.095(1), KMC 17.12.055 and fire flow required by the Fire Department.
7) Water and sewer services to be constructed per City of Kennewick (COK) Detail 3-6. The meter shall be placed as close to the main line as possible (not in a drive way or parking area) per KMC 14.12.080.
8) Any existing water services not utilized by the developer will need to be exposed at the main to remove the abandoned corporation stop and install a plug per COK Standard Specifications 4-3.01.
9) Provide a comprehensive water plan for the development. All water main extensions must conform to an overall program for a grid system, with provisions made for extensions or looping for circulation where at all possible. In addition, extensions shall pass through or around the benefiting property owners' property to adjacent property boundaries as required by the Public Works Director to affect the orderly and efficient extension of the City's domestic water system. Per KMC 14.10.030.
10) Water, sewer and storm mainlines must in installed in the public right of way or easement within private streets. Where mains are allowed outside of the street, they shall be in a 15 foot wide, tract dedicated to the City.
11) Provide a Comprehensive Stormwater plan for the subdivision per KMC 14.28.045, City Standard Specifications Section 5-8 and Storm Management Manual of Eastern Washington (SMMEW) for the 25 year 24 hour storm. Design must include erosion

control and conveyance of the upstream storm flow through the site as well as overflows at low points and the effect on downstream capacity.

12) Infiltration tests are required at the location and depth of the planned infiltration structures along with a soils log to 5 feet below that point. All underground infiltration structures must meet the Washington State Underground Injection Control (UIC) Rule. Provide an assessment of the design against the UIC pretreatment requirements. Provide UIC registration numbers on the plans prior seeking the City's signature.
13) Sanitary sewer extension will be required at Developer expense. On the Civil Plans provide a Sewer Comprehensive Plan for the subdivision meeting KMC 14.22.040.
14) All fee payments for bonding of ROW improvements must be paid at the time of Final Plat being submitted for signatures.
15) All stormwater is required to be maintained and treated on site in accordance with Washington State Department of Ecology and City of Kennewick Standards.
16) Per request from the Washington State Historic Preservation Officer and Department of Archaeology and Historic Preservation (DAHP), an Inadvertent Discovery Plan shall be prepared and construction crews will be informed and trained on the possibility of encountering archaeological material during ground disturbing activities.
17) Per Benton PUD and KID, a 10 ft utility/irrigation easement will be dedicated along W 10th Ave and around the development, beginning at the ROW for areas without a sidewalk and behind the sidewalk when one is present.
18) A CAD file will be provided to Benton PUD for their records.
19) The radius of the cul-de-sac will be revised to the 55' minimum as required by the Kennewick Fire Department.
20) All utility and sidewalk easements requested by BPUD and Public works will be shown on the Final Plat as indicated on the Preliminary Plat.
21) It will be the responsibility of the applicant to work with the applicable outside agencies to ensure compliance with their standards prior to obtaining signatures on the Final Plat.
22) Soil sampling will be conducted in accordance with the Washington State Department of Ecology standards. Any mitigation requirements resulting from the results of the testing shall be conducted prior to Final Plat approval.

RECOMMENDATION

Staff recommends approval of the Preliminary Plat with conditions per above.

From: Chad Brooks
To: Chris Bowman
Subject: RE: [E] Notice of Application SUB-2022-0012
Date: Wednesday, June 8, 2022 3:41:08 PM
Attachments: image006.png
image007.png
image011.png
image002.png

Benton PUD will not accept the easements as shown. Will require a minimum of a 10 foot utility easement separate and behind sidewalk easement throughout subdivision and along 10th Ave.

ROW and easement note C. How much of the 20 feet will be asphalted?

Will require minimum 10 foot easement on South side of lot 3 to reroute power service to property to East (1915 W 10th Ave). Existing service is overhead and will be refed overhead unless developer works with property owner to underground existing power service.

Is lot 4 existing home remaining? Will the service still be served overhead?

Existing pole and guy/anchor on lot 5 in 20ft private access easement serves existing lot 4 home and multiple other properties. This pole and guy/anchor cannot be in the access easement. Not sure exact length of guy lead in field, but typically a 40ft pole has a 25-30ft guy lead. Pole and guy/anchor go across entire access easement. Will not work and Benton PUD will not accept as shown.

Additional easements needed on lots 7, 8, 9 and 14. Will need to pencil out a power layout design before knowing exact easements that are needed.

Need to provide Benton PUD with CAD file to get the lot layout into mapping system.

Thank you

Chad Brooks
Distribution Design Tech II
Benton PUD
Email: brooksc@bentonpud.org
Main # (509)582-2175
Direct # (509)582-1233

BENTON P·U·D

From:	DAHP SEPA (DAHP)
To:	Chris Bowman
Cc:	careymiller@ctuir.org; "christian.nauer@ctwsbnr.org"; Casey Barney; Corrine Camuso; Gregg Kiona; Jessica Lally; Kate Valdez; Noah Oliver
Subject:	RE: Notice of Application SUB-2022-0012 (DAHP Project Tracking # 2022-06-03701)
Date:	Monday, June 6, 2022 10:35:13 AM
Attachments:	image001.png image006.png image009.png

Hi Chris,

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

Our statewide predictive model indicates that there is a moderate probability of encountering cultural resources within the proposed project area. However, due to the small footprint of the project, DAHP is not requesting a cultural resources survey at this time. We do ask that you prepare an Inadvertent Discovery Plan (IDP) and prepare construction crews for the possibility of encountering archaeological material during ground disturbing activities.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

Thank you for the opportunity to comment on this project. Please ensure that the DAHP project Tracking Number is attached to any future communications about this project.

Should you have any questions, please feel free to contact me.

All the best,

Sydney Hanson, MA (she/her) **| Transportation Archaeologist**
360.280.7563 (cell) | sydney.hanson@dahp.wa.gov

Department of Archaeology & Historic Preservation | www.dahp.wa.gov
1110 Capitol Way S, Suite 30 | Olympia WA 98501
PO Box 48343 | Olympia WA 98504-8343

My schedule: M-F 7:00 AM – 3:30 PM

Please consider the environment before printing this email

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Central Region Office
1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

June 8, 2022

Chris Bowman
City of Kennewick
Development Service Division
PO Box 6198
Kennewick, WA 99336

Re: SUB-2022-0012

Dear Chris Bowman:

Thank you for the opportunity to comment on the Notice of Application for the Peach Farm subdivision of 3.46 acres into 17 lots, proposed by J&J Kelly Construction. The Department of Ecology (Ecology) has reviewed the application and has the following comments.

TOXICS CLEAN-UP

Thank you for the opportunity to comment on your proposed project.

Historical aerial photos indicate your project is located on property that was occupied by orchard during the time period when lead arsenate was applied as a pesticide, often resulting in shallow soil contamination from lead and/or arsenic. Under the Model Toxics Control Act (Chapter 173-340 WAC), prior to issuing a SEPA determination your project is required to conduct soil sampling. Results should be submitted to Ecology at: formerorchards@ecy.wa.gov.

If sampling indicates elevated levels of lead and arsenic, you will be responsible for ensuring each lot is cleaned up prior to occupation. The Department of Ecology has created Model Remedies for lead and arsenic pesticide contamination in historical orchards of Central Washington. A Focus Sheet on the Model Remedies can be found at https://apps.ecology.wa.gov/publications/documents/2109007.pdf

Compliance with a Model Remedy ensures your project meets the minimum standards of the Model Toxics Control Act, and if implemented as described, your property will be successfully cleaned up to Washington State standards.

Ecology can provide free initial sampling as well as free technical assistance for your project.

Please contact **Frosti Smith**, at (509) 406-5157, for further information or to schedule your initial sampling.

WATER QUALITY

Ecology recommends the City require and review project drainage study report(s) and stormwater site plans for preservation of natural drainage systems to the extent possible at the site.

If you have any questions or would like to respond to these Water Quality comments, please contact **Andrea Jedel** at andrea.jedel@ecy.wa.gov or (509) 961-0625.

NPDES Construction Stormwater Permit
Dividing or platting a piece of property is often the first step in a proposed development. An NPDES Construction Stormwater Permit may be required if there is a potential for stormwater discharge from a construction site with disturbed ground. Ground disturbance includes all utility placements, and building or upgrading roads. The permitting process requires going through SEPA, developing a stormwater pollution prevention plan, submitting an application, and a 30-day public notice process. This may take 38-60 days. A permit and a stormwater plan are required prior to beginning ground-breaking activities.

Please contact **Lloyd Stevens Jr.** with the Department of Ecology, (509) 571-3866 or email lloyd.stevensjr@ecy.wa.gov , with questions about this permit.

Sincerely,

Tricia Sawyer

Tricia Sawyer and behalf of Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509) 575-2012
crosepa@ecy.wa.gov

202202578

2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

June 22, 2022

Chris Bowman, Assistant Planner
City of Kennewick - Development Services Division
PO Box 6108
Kennewick, WA 99336

Subject: Review Comments for Preliminary Plat of Peach Farm

Dear Mr. Bowman:

This letter provides Kennewick Irrigation District (KID) final review comments on Preliminary Plat No. SUB-2022-0012 submitted by Jeff Kelly ("Applicant"[1]). This letter supersedes the preliminary review comment letter dated June 8th, 2022. The properties are generally located at 1929 West 10th Avenue, Kennewick, WA, in the Northwest Quarter of the Northeast Quarter of Section 11, Township 8 North, Range 29 East, W.M., Kennewick, Benton County, Washington, and includes the following parcels:

- Parcel #: 111891020006006 (3.76 irrigable acres)

The property identified on the proposed preliminary plat is located within KID boundaries and is classified as irrigable land. Accordingly, KID provides the following comments to be included as required conditions of approval by the legislative authority under RCW 58.17.310(2):

1) The plat shall include the following irrigation easements consistent with KID requirements:
    a. Dedicate to KID an irrigation easement 10 feet in width via a recorded deed to match irrigation system components, centered on an irrigation pipeline.
    b. Dedicate to KID an irrigation easement over the private road tract designated as callout '1', and areas designated with callout 'C' (Proposed dedicated private access & util easement).
    c. On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage of each lot. An irrigation easement may be included within the

[1] Reference to the "Applicant" throughout this comment letter shall refer to the property owner and/or developer of the proposed plat.

'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement."

2) KID records indicate this property may be part of a Private Line Area (PLA). This means that the subject property may currently be receiving water through a privately owned pipeline. KID does not maintain the physical facilities or records for privately owned pipelines. Continued connection to the private pipe will not be allowed for the subject property after Final Plat approval, however, if it exists, the privately owned pipeline is to remain in service for the use of other properties within the PLA.

3) The Applicant is required to install an irrigation system that conforms to the most recent edition of the KID Standard Specifications pursuant to Resolution 86-15-A. This includes providing distribution pipelines adequate to provide individual pressurized irrigation services to each lot within the preliminary plat. This system will be dedicated to KID upon completion, at the time of final plat.
    a. The KID Standard Specifications require a pump station facility be constructed and sized appropriately for this plat application.
    b. **As an alternative** to a pump station and other "on-site" construction requirements per KID Standards Specifications, the Applicant and KID may mutually agree that it is in each of their best interests that other "off-site" improvements may be made to allow for the delivery of pressurized irrigation water to the plat. The other improvements would be proportionate and equal to the "on-site" requirements and may include:
        i. Contributions made towards a regional pump facility.
        ii. The installation of pipelines off site.
    c. The following connection point and improvements will be required:
        i. Connection will be to the existing 8-inch PVC irrigation main line located within South Rainier Street, south of the intersection with West 10th Avenue.
        ii. Installation of 17 new irrigation services as required by KID standards.
        iii. Installation of a private poly pipe tails from the new services to the rear of lots which do not front road right of way is required.
        iv. A cap will be required at all existing private irrigation connections that provide service to this property. The private mainline will not be capped if it provides service to other properties downstream.

4) Design of the required irrigation system must be approved by KID prior to installation. The Applicant is required to submit an irrigation plan designed by a professional engineer for review and approval by KID. The plan may be hand drawn or computer drafted. The plan shall be accurate and to a scale not to exceed one (1) inch = 50 feet. This is a vital step of the approval process. In addition to compliance with condition 2 above, the plan must ensure all reasonable measures are taken to protect any easements, rights-of-way, and facilities. Please contact Daniel Tissell at 586-6012 for more information regarding this irrigation plan.

5) Completion of all the facilities, consistent with an irrigation plan approved by KID, is required prior to KID signature on the final plat.
    a. In the event any KID facilities are damaged during construction, the damage must be fully repaired to KID's then-existing standards.
    b. For each phase of the plat, KID review and approval of construction and grading plans is required to allow KID to assure all reasonable measures to protect any easements and rights-of-way. Such review and approval will be coordinated as part of City review and the final plat approval process.
    c. KID must inspect any new irrigation system installations or modifications. The Applicant shall contact KID to schedule an inspection at least two business days in advance of the desired inspection date.
    d. As an alternative to immediate construction prior to approval of the final plat, the Applicant may choose to delay installation of the irrigation system by entering into a facilities installation agreement with KID. The Applicant must still provide KID with an irrigation system design that conforms to the most recent addition of the KID standard specifications. This irrigation system may be bonded and delayed up to five years. The facility installation agreement charge is $350.00. The Applicant must establish an approved bonding mechanism with KID in an amount approved by KID.

Finally, KID requests the following additional conditions of final plat approval:

6) Prior to approval of each phase, the current year's assessment must be paid. If the final plat is submitted for review after May 31st of a given year or submitted for review prior to May 31st but not submitted for final approval prior to June 15th, the next year's estimated assessment (125% of the current year's assessment) must be paid prior to plat approval.

7) Prior to approval of the first phase, the USBR construction loan for **all parcels** owned by the property owner within the boundaries of the KID must be paid. The current construction loan payoff rate provided by the USBR is $12.01/acre for parcels located within the "old lands" area. According to KID records, the following parcels are currently owned by the subject property owner:
    a. 111891020006006 - 3.76 acres (old lands) = $45.16
    b. 112892012698003 – 0.15 acres (old lands) = $1.80
    c. The total construction loan payoff amount for this project is **$46.96.**

8) The review and inspection fees in place at the time of each review request must be paid. At the time of application the review fees are as follows:
    a. A preliminary plat review fee of **$825.00** which must be paid prior to scheduling for final plat approval at a KID Board meeting for the first phase.

b. For each phase an inspection fee of **$350** for the first 20 lots/tracts plus **$25** per lot/tract after 20 lots/tracts.
c. Final plat review fee for each phase of **$225.00**.

9) Per KID Policy 4.17, "Irrigable Land Recalibration Principles," as land within the plat is subdivided or developed, KID will remove the irrigation water allocation from the impermeable surfaces, such as streets, from the plats.

10) In order to receive KID irrigation water delivery, a water master (or point of contact) for the subdivision must be appointed. This water master can be appointed by the Homeowners Association (or similar organization) officers or must be elected from among the property owners within the boundary of this proposed subdivision. If no HOA (or similar organization) is organized, then an election method similar to the attached document is required.

11) Prior to approval of each phase, an electronic file (AutoCAD 2004 format or later) and hard copy (6-mil mylar, sealed by a professional engineer) of construction as-builts must be provided to KID.

12) All subdivisions of land are required to be approved by the KID Board of Directors during a KID board meeting. KID board meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of two weeks prior to a regularly scheduled board meeting to be considered at that meeting.

13) Based upon recent subdivision applications submitted to KID in the vicinity of this project, it has come to the attention of KID that fee title ownership of the canal right of way adjacent to the southerly boundary of the subject property may be vested in KID. KID is currently reviewing its records with regards to this matter. The Applicant is encouraged to consult with a title company and/or real estate attorney for advice related to questions of land title.

KID reserves the following rights regarding future review of the plat:

14) KID reserves the right to provide review comments under RCW 58.17.330(1) and RCW 58.17.330(2) in response to future design submittals by the Applicant prior to final plat approval. The scope of these reviews will be limited to phases that are adjacent to the District's ROW. KID review of construction plans will be consistent with the City's plan review timelines.

15) KID reserves the right to review and comment on the Applicant's plat line revisions for potential additional revisions to protect KID system components for phases that are adjacent to KID's easements or ROW.

16) KID reserves the right to review and comment on the Applicant's covenants, conditions, and restrictions to evaluate whether they should include any terms regarding protection of KID system components after construction and fencing requirements.

17) KID reserves the right to submit additional comments during the City's review process under the State Environmental Policy Act (SEPA).

Please provide notice to KID of any public meeting or hearing where this project will be an agenda item. If you have any questions regarding these comments, please contact me at the address/phone number listed below.

Sincerely,

Jason McShane, P.E.
Engineering/Operations Manager

Enc: Sample Water Master Information

cc: LB\correspondence\File: [11-8-29]
Applicant - Jeff Kelly, 1802 Road 76, Pasco, WA 99301

Sample Watermaster Election Process

That the Water Users are deemed to agree as a condition of water delivery as follows::

i. The LID participants will elect a Watermaster from among themselves, as follows:

   a. Election of First Watermaster. The first Watermaster shall be elected prior to April 1, 2011, and shall be elected as described in paragraph d. below.

   b. Resignation of Watermaster. If the Watermaster resigns, the parties shall meet at a place and time designated by the resigning Watermaster in a written notice and elect a new Watermaster, or if the Watermaster does not designate a time and a place for such a meeting, the parties shall meet at a time and a place first designated in writing by two of the parties hereto to elect a new Watermaster.

   c. Death or Incapacity of Watermaster. If the Watermaster dies or becomes incapacitated, the parties shall meet at a time and a place first designated in writing by two of the parties hereto to elect a new Watermaster.

   d. Elections and Replacement of Watermaster. The Watermaster shall be assigned by the elected members of the Royal Ann Estates Homeowner Association Board of Directors. If the Homeowner's Association defaults or stops functioning, the Watermaster shall be elected by and may be replaced by a sixty percent (60%) majority of the Water Users participating in the LID at an election called for by a majority of the properties that are subject hereto. Each property shall have one (1) vote. If more than one person owns a property, the owners of the property shall designate in writing the person who shall have the right to vote for that property. If the owners of the property cannot agree on the person who shall vote for the property, that property shall have no vote in the election. The owners' properties which are calling for an election or replacement of a new Watermaster shall give or cause the other parties to be given a written notice stating the place and time of the election. Any notice required under this paragraph, which notice shall be mailed by U.S. Mail as certified mail to the common address identified above for the property not more than thirty days and not less than ten days

prior to the election. Any election held hereunder shall be held in Benton County, Washington, between 6:00 p.m. and 9:00 p.m.

ii. Powers and Duties of Watermaster. The Watermaster shall have the power and it shall be his or her duty to take all actions reasonably necessary to fulfill the purposes of this agreement, including but not limited to:

a. Provide a primary point of contact for KID to communicate system problems, outages, schedules, drought mitigation measures, etc.

b. Assist KID in providing the LID participants information regarding system problems, outages, water schedules, drought mitigation measures, etc.

iii. Qualified Immunity of Watermaster from Liability. The Watermaster shall not be liable for any damages caused to the parcels or persons subject hereto so long as the Watermaster acts in good faith.

iv. No water delivery unless a Watermaster is performing duties. If at any time a Watermaster no longer is performing his/her duties, as outlined above, for more than 30 days, KID will stop water delivery to the participants of the LID until a new Watermaster has been elected.

v. Alternate Watermaster. An alternate Watermaster may be elected in the same manner as described above for the Watermaster. This alternate Watermaster can function as Watermaster for a limited time, not to exceed 60 days, in case of the elected Watermaster being unavailable.

THE PRELIMINARY PLAT OF
PEACH FARM

NW 1/4 OF THE NE 1/4 OF SEC. 11, T.08N., R.29E., W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

NOTES

LOTS
NUMBER OF LOTS: 17 LOTS, 1 TRACT (TACOMA ST)
LOT SIZE SMALLEST: LOT 14; 7500 SF
LOT SIZE LARGEST: LOT 4; 12,586 SF
LOT SIZE AVERAGE: 8144 SF
TOTAL PLAT ACREAGE: 3.64 ACRES

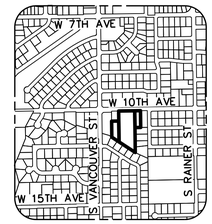
ROAD (PRIVATE)
ROAD LINEAR FEET: 346'
ROAD AREA: 17,127 SF/0.39 ACRES

UTILITIES
WATER: CITY
POWER: BENTON PUD
TELEPHONE: LUMEN
SEWER: CITY
GAS: CASCADE NAT. GAS

DEVELOPER
JEFF KELLY
1802 RD 76
PASCO, WA 99301
PHONE: 509-539-3414

OWNERS
WEI THOMAS
2120 N RD 44
PASCO, WA 99301
PHONE: 425-698-7705

ENGINEER
KNUTZEN ENGINEERING
5401 RIDGELINE DR SUITE 160, KENNEWICK, WA 99338
PHONE: 509-222-0959



VICINITY SKETCH
NOT TO SCALE

DESCRIPTION

THAT PORTION OF THE EAST 67.69 FEET OF TRACT 7, LYING NORTH OF KENNEWICK IRRIGATION DISTRICT CANAL; AND THAT PORTION OF TRACT 6, LYING NORTH OF KENNEWICK IRRIGATION DISTRICT CANAL, ALL IN THE HIGHLANDS PLAT C, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 31, RECORDS OF BENTON COUNTY, WASHINGTON EXCEPT THE EAST 175 FEET OF SAID PORTION OF TRACT 6 AND EXCEPT PORTION DEEDED TO THE CITY OF KENNEWICK FOR ROAD RIGHT OF WAY BY DEED RECORDED JANUARY 21, 1994 UNDER AUDITOR'S FILE NO. 94-2609;

TOGETHER WITH THE ADJACENT PORTION OF THE KENNEWICK IRRIGATION DISTRICT LOWLIFT CANAL RIGHT OF WAY BEING 30 FEET IN WIDTH, ABANDONED PER RESOLUTION NO. 83-16 RECORDED FEBRUARY 15, 1983 UNDER AUDITOR'S FILE NO. 873230;

AND TOGETHER WITH THE NORTH 235 FEET OF THE EAST 175 FEET OF TRACT 6, THE HIGHLANDS PLAT C, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 31, RECORDS OF BENTON COUNTY, WASHINGTON EXCEPT THE EAST 95 FEET THEREOF AND EXCEPT PORTION DEEDED TO THE CITY OF KENNEWICK FOR ROAD RIGHT OF WAY BY DEED RECORDED JANUARY 21, 1994 UNDER AUDITOR'S FILE NO. 94-2608;

AND TOGETHER WITH THAT PORTION OF THE WEST 100 FEET OF THE EAST 167.69 FEET OF TRACT 7, LYING NORTH OF THE KENNEWICK IRRIGATION DISTRICT CANAL, THE HIGHLANDS PLAT C ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 31, RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT THE NORTH 140 FEET THEREOF AND TOGETHER WITH THE ADJACENT PORTION OF THE KENNEWICK IRRIGATION DISTRICT LOWLIFT CANAL RIGHT OF WAY BEING 30 FEET IN WIDTH, ABANDONED PER RESOLUTION NO. 83-16 RECORDED FEBRUARY 15, 1983 UNDER AUDITOR'S FILE NO. 873230;

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

RIGHT-OF-WAY AND EASEMENT NOTES
① = PROPOSED ACCESS FOR PRIVATE RD & UTILITY ESMT, RETAINED AS A TRACT
② = EXISTING RIGHT-OF-WAY — Add "Public"
Ⓐ = PROPOSED SIDEWALK, AND UTILITY EASEMENT
Ⓑ = PROPOSED DEDICATED SIDEWALK, IRR & UTILITY EASEMENT
Ⓒ = PROPOSED DEDICATED PRIVATE ACCESS & UTIL EASEMENT
Ⓓ = PROPOSED DEDICATED NO ACCESS EASEMENT

LEGEND

- ● = FOUND AS INDICATED
- (NS) Ø = NOT FOUND OR SET
- UTIL = UTILITY
- ESMT = EASEMENT
- = CONCRETE CURB AND GUTTER
- = CONCRETE CURB EXTRUDED
- = LIGHT POLE, PARKING
- = LIGHT POLE, STREET
- = POWER JBOX
- = POWER METER
- = POWER POLE W/ GUY WIRE
- = SANITARY SEWER MANHOLE
- = STORM CATCH BASIN
- = STORM MANHOLE
- = STUMP
- = WATER VALVE
- = WATER METER
- = FENCE
- = EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE
- = POWER LINE OVERHEAD
- = POWER UNDERGROUND
- = OVERHEAD TELEPHONE LINE
- = GAS LINE

- = CONCRETE
- = ASPHALT
- = BUILDING

SCALE 1" = 30'
0 30 60 90

BASIS OF BEARING
WA STATE GRID
SOUTH ZONE NAD 83(2011)

BASIS OF ELEVATION
CITY OF KENNEWICK
GPS CONTROL FILE
NAVD 88 DATUM
POINT K0854 ELEV=513.70

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

HORIZONTAL CONTROL

WASHINGTON STATE SOUTH ZONE, US SURVEY FEET, NAD 83(2011).
PER THE CITY OF KENNEWICK GPS CONTROL MAP, GPS TIES WERE MADE TO K0854 K0845 AND K0855 CONTROL POINTS AND PROJECTED TO GROUND AT POINT K0854.

GROUND DISTANCES ARE SHOWN HEREON.

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATIONS OF SAID UTILITIES WERE DERIVED FROM FIELD ASBUILT OBSERVATIONS AND INTEGRATED CITY SUPPLIED ASBUILT DATA.

2. THE CONTOURS SHOWN WERE DERIVED FROM DIRECT FIELD OBSERVATIONS. ACCURACY OF SHOWN CONTOURS MEET OR EXCEED THE US NATIONAL MAP ACCURACY STANDARDS, OF ONE-HALF THE CONTOUR INTERVAL.

4. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING PC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SEE TITLE SEARCH REPORT PREPARED BY TICOR TITLE COMPANY, ORDER NUMBER 472118770, DATED 11/30/21, OF WHICH WAS RELIED UPON TO PLOT SAID ITEMS.

5. THIS IS A TOPOGRAPHIC MAP. THIS IS NOT A BOUNDARY SURVEY AND IS ONLY INTENDED TO DEPICT THOSE TOPOGRAPHIC FEATURES OR IMPROVEMENTS SHOWN HEREON. THE PROPERTY LINES SHOWN ARE RECORD LINES AND ARE ONLY SHOWN FOR GRAPHICAL REFERENCE.

6. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS FOR THE USE AND AID IN THE DESIGN OF A RESIDENTIAL SUBDIVISION.

7. FIELD WORK COMPLETED 02/08/22

PRELIMINARY FOR REVIEW

PREPLAT FOR
J&J KELLY

STRATTON SURVEYING & MAPPING P.C.
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
www.strattonsurvey.com

5892PP6.DWG	© 2022
DATE: 04/29/22	SHT. 1 OF 1
DRAWN BY: DCI	JOB # 5892

To: **Mr. Bowman**
Date: May 24, 2022
Subject:

Concerns Regarding the Proposed Change in Land Use, For Property Located at 1929 10th Ave West in Kennewick, WA

Introduction

I have lived at my current location for more than twenty five years and in that timeframe, the City of Kennewick has impacted my home value by forcing the residents along 10th Avenue to absorbed devaluation when they installed the Zintel Canyon bridge and widen the streets. This devaluation was forced upon the home owners and no compensation was forth coming during this project implementation, although the original impact study had presented a proposal that would have compensated the home owners for this devaluation. This proposal was eventually rejected by the state and city.

Now you are being requested to change the land use of the above defined property from its current status as agricultural/residential to a new high density residential status. Do you realize there will be more residential buildings on this acreage than there is in entirety of any existing adjoining city blocks? That density doesn't seem practical. Again, your decision will have an adverse effect on the quality of life in the neighborhood as well as existing home values. I believe that you have a responsibility to the residents of this neighborhood to ensure the proposed changes in land use do not impact the current residents, environment or home values in an adverse way. Not to mentions the additional traffic congestion on an already very busy city artery that is used exclusively by east-west transition of emergency vehicles. What is the solution to the inlet/outlet traffic congestion at the singular access point to the site? Has additional traffic flow studies been conducted or evaluated?

Overall, the currently proposed change in land use is basically unfeasible as written and must be altered or rejected, this is based on the lack of appropriate information that should be presented during this evaluation process.

Many people, especially those who do not have experience with the specific issues surrounding these sites often assume that legacy contamination from agricultural operations will not be a problem when applying for planning permission or developing these sites. Consequently, the developer may not be aware of the Washington State Department of Ecology requirements needed to determine if contaminated soils are present on the site and what remediation would be required.

Following are potential soil contamination issues that could be encountered and need to be addressed based on regulatory requirements for the State of Washington:

Pesticides

This is what everybody associates with farms and orchard operations because this was the unregulated aspect of the early orchard operations. Although good business and operating practices would have been implemented to mitigate any leakage or improper storage of these pesticides by the orchard operator, it does not rule out the possibility of legacy contamination of

pesticides in soils. If they have been incorrectly stored for whatever reason, they may be present in site soils. Poor controls on their use may also be responsible, especially if casual labor had been employed. The current site under consideration has been an orchard for many years, including the early years prior to 1960's when oversight was not conducted routinely by any authority having jurisdiction. The EPA wasn't established until December of 1970.

Asbestos

This is often used on agricultural buildings for roofing and for cladding in the form of cement bonded asbestos normally containing chrysotile (white) asbestos. The condition of these materials can lead to asbestos fibers being present in site soils and this is where the risk comes from – inhalation of asbestos fibers both during development and during subsequent site use.

Heavy metals

As discussed in the pesticides section copper compounds may be used as pesticides and have been for years. In addition, before the current nasty synthetic pesticides came about, more traditional solutions were used. Unfortunately these included lead arsenate (a compound containing lead and arsenic) to combat codling moth, and the charmingly named Paris green – (copper(II) acetate triarsenite or copper(II) acetoarsenite. Needless to say, when these were sprayed on the orchards, some directly impacted soils although the majority of the product was intended to be present on leaves and fruit. Although, a good percentage of the heavy metals would find their way into the soils by falling fruit and leaves which would rot leaving behind the contaminates.

Petroleum hydrocarbon compounds

These can result as a consequence of poorly managed fuel oil storage including both heating oil and red diesel. Frequently the older, metal, single skinned above ground storage tanks have no bunding present. These and the associated pipework can leak and where refilling of the tanks has been poorly managed or that of vehicles, the soils may be impacted. The current structures on the property would suggest that the area was used as a central location for equipment servicing and refueling, thus the potential for hydrocarbons contaminates in the soil is a definite possibility.

Polycyclic aromatic hydrocarbons (PAH)

These are very common contaminants that result from the burning or organic (i.e. carbon containing) materials such as paper, wood and other vegetative materials. In the past waste may have been burned and ashes may have been used as a soil improver. These can all lead to the presence of PAH compounds in soils.

Conclusions

The geological features of this property may pose a risk to uncontrolled waters runoff during the construction phase via the existing storm sewer system drainage system or to adjacent neighboring property. In either case, this will includes groundwater (underlying aquifers) and also surface water such as rivers.

What is essential is the site is investigated in the appropriate manner and appropriate mitigations be conducted when contamination is detected. Kennewick planning and zoning personnel should be aware of the requirements and ensure any environmental impacts are mitigated as part of the development process. This includes the overall environment impact as well as impacts to the neighbors, workers and eventual future residents.

All of these factors adds a high degree of uncertainty to the actual condition of the soils, that warrants an approved Sampling and Analysis Plan be developed and approved by the governing authority prior to any consideration for zoning changes to move this land from its historical agricultural use to high density residential use. This does not address the economic impacts this project will have on the neighboring properties which need to be addressed as part of the overall land use change and must be part of your departments consideration in evaluating this request.

Respectfully,
Robert G Egge
2028 West 10th Avenue
Kennewick, WA 99336

From:	Sara
To:	Chris Bowman
Subject:	CONCERNS about development of 1929 W 10th Ave
Date:	Monday, May 23, 2022 5:46:13 PM
Attachments:	Screen Shot 2022-05-10 at 10.39.33 AM.png

Dear Mr. Bowman,

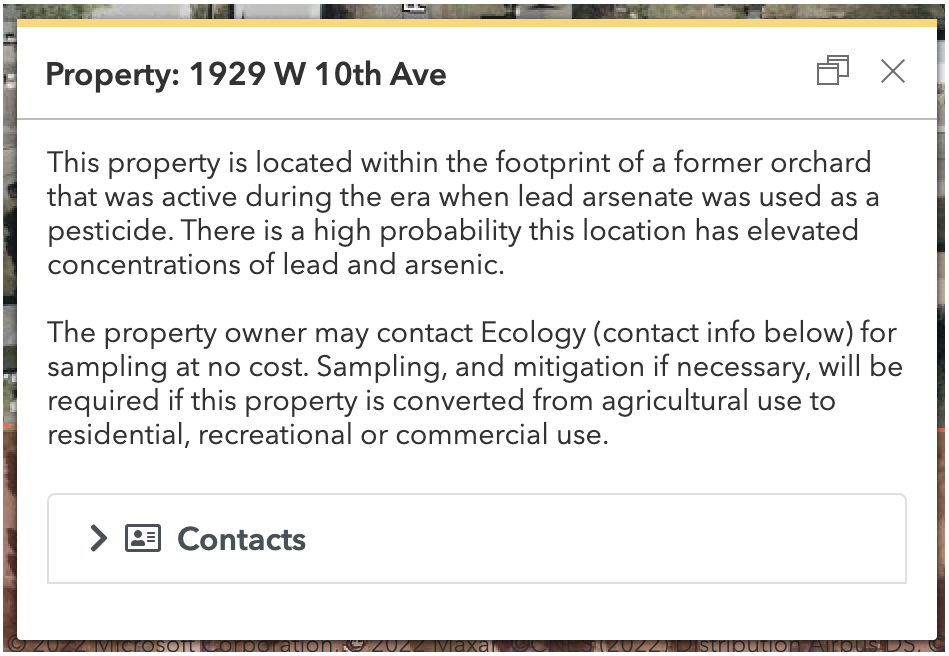
I am writing to voice concerns about the proposed land use changes at 1929 W 10th Avenue, here in Kennewick.

ENVIRONMENTAL CONCERN

As the owner of neighboring property, I am quite concerned about disturbing the soil.

According to the Washington State Department of Ecology's website, this land was used for orchard during a time when **LEAD ARSENATE was used as a pesticide.** (See attached screenshot)

Before any land is disrupted, PLEASE test for LEAD AND ARSENIC and mitigate if needed.



CONCENTRATION

My second concern is the proposed concentration of homes. Other homes in this area are on 1 acre to .33 acre lots. Five homes to the acre is roughly **TWICE the concentration of homes in the neighborhood**—dramatically changing the ambiance of our neighborhood. IF this land is developable, I would ask that the developer be allowed just 3 homes per acre.

Because of the number of driveway entrances on the proposed roundabout, there is **NO PLACE** for guests to park.

Sincerely,

Sara Nelson
Property owner to the north of 1929 W 10th Ave.
509-308-0838

Kevin Culbertson
Property owner to the north of 1929 W 10th Ave.
509-440-1618

Memorandum
Public Works

Leading the Way

To: Planning Department

From: Martin Nelson, Public Works Development Review Supervisor

Date: May 31, 2022

Re: Public Works Utility Comments

Project: SUB-2022-0012 - 17 Lot Subdivision at 1929 W 10th Ave.

1. Developer will be required to provide construction of public or private roads, sidewalks, streetlights, storm drainage and designate sidewalk and utility easements per latest City of Kennewick (COK) and Specifications and Kennewick Municipal Code (KMC) Section 5.56. Coordinate with the Public Works Traffic Division for details of street and easement widths.
2. Provide water and sanitary sewer services for each proposed Lot per Kennewick Municipal Code KMC 14.13.020, KMC 17.13.095(1), KMC 17.12.055 and fire flow required by the Fire Department.
3. Water and sewer services to be constructed per City of Kennewick (COK) Detail 3-6. The meter shall be placed as close to the main line as possible (not in a drive way or parking area) per KMC 14.12.080.
4. There are 4 water service stubs from the 8 inch water main in W. 10th Ave. one of which is in use by the current home. See Record Drawing D-2200_09.
5. Any existing water services not utilized by the developer will need to be exposed at the main to remove the abandoned corporation stop and install a plug per COK Standard Specifications 4-3.01.
6. Provide a comprehensive water plan for the development. All water main extensions must conform to an overall program for a grid system, with provisions made for extensions or looping for circulation where at all possible. In addition, extensions shall pass through or around the benefiting property owners' property to adjacent property boundaries as required by the Public Works Director to affect the orderly and efficient extension of the City's domestic water system. Per KMC 14.10.030.
7. A water system hydraulic analysis may be required to model proposed water main system.
8. City water shall not be used for irrigation. Contact the KID to discuss the supply of irrigation water.
9. There are 4, 4 inch sewer stubs served from a an 8 inch sewer main line in W 10th Ave. See Record Drawing D-2200_09.

PUBLIC WORKS
1010 E. Chemical Drive * PO Box 6108 * Kennewick, WA 99336
(509) 585-4306 * Fax (509) 585-4451 * Martin.Nelson@ci.kennewick.wa.us

10. Sanitary sewer extension will be required at Developer expense. On the Civil Plans provide a Sewer Comprehensive Plan for the subdivision meeting KMC 14.22.040.
11. Water, sewer and storm mainlines must in installed in the public right of way or easement within private streets. Where mains are allowed outside of the street, they shall be in a 15 foot wide, tract dedicated to the City.
12. All plans showing existing utilities shall call out the Record Drawing set number that installed the utilities. All plans need to clearly identify the size and type of water/sewer utility that is being proposed or connected to (i.e. “Existing 8-inch Water” or similar). Label private lines “Private”.
13. Potable water is not available for irrigation purposes. Provide irrigation water to irrigate the proposed plat.
14. Water, Sewer and Storm Comprehensive plans shall include pipe size on their proposal.
15. Provide a Comprehensive Stormwater plan for the subdivision per KMC 14.28.045, City Standard Specifications Section 5-8 and Storm Management Manual of Eastern Washington (SMMEW) for the 25 year 24 hour storm. Design must include erosion control and conveyance of the upstream storm flow through the site as well as overflows at low points and the effect on downstream capacity.
16. Infiltration tests are required at the location and depth of the planned infiltration structures along with a soils log to 5 feet below that point. All underground infiltration structures must meet the Washington State Underground Injection Control (UIC) Rule. Provide an assessment of the design against the UIC pretreatment requirements. Provide UIC registration numbers on the plans prior seeking the City’s signature.
17. As part of all residential development construction plans, there shall be a separate schematic drawing which at a minimum, shows the power source(s), wiring diagram street light pole spacing and street permanent signing per COK Standard Specifications 6-02 and Specifications 7-10. Combine Signing, Striping, and Illumination Plans onto the same drawing with other elements left off.
18. This site requires a Public Works Construction Permit. You may apply for this by submitting the information below for Civil Plan Review through Kennewick’s Self Service Portal at https://selfservice.ci.kennewick.wa.us/EnerGov_Prod/SelfService#/home:
    a. PDF copy of the Application for Civil Review and Storm Calculations, if required to retain the Stormwater on site.
    b. One full size (24”x36”) PDF copy of the construction plans.
19. Construct all projects using current City Survey Data. After project completion, Record Drawings showing improvements made on the property will be required prior to acceptance of the construction permit(s). For detailed information on Kennewick Survey Data and Record Drawings go to COK website at https://www.go2kennewick.com/314/Civil-Plan-Review.

CASCADE TITLE COMPANY
OF BENTON-FRANKLIN COUNTIES

8203 W. Quinault Ave., Ste. 10 - Kennewick, WA 99336
P / 509.783.0660 F / 509.783.0675

Invoice

Date	Invoice #
4/15/2022	15497

Bill To
STRATTON SURVEYING 7525 W. DESCHUTES PLACE, UNIT C KENNEWICK, WA 99336

Reference
WEI 1929 W. 10TH AVE.

Due Date	Terms
5/15/2022	Net 30

Description	Amount
Subdivision Guarantee	250.00T

PLEASE REMIT PAYMENT USING OUR REFERENCE NUMBER THANK YOU!

Sales Tax (8.6%)	$21.50
Total	$271.50

CASCADE TITLE COMPANY
OF BENTON-FRANKLIN COUNTIES
8203 West Quinault Ave, Suite 10, Kennewick, WA 99336
Phone: 509-783-0660 Fax: 509-783-6612

DISTRIBUTION LIST

Our Order No.: **CBF15497**
Reference No:
Re: **WEI/**
Property Address: **1929 W. 10TH AVE.**
KENNEWICK, WA 99336

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

	Lender
Title Officer: Jose Vidaurri Email: jose@cascadetitlecompany.com	
Selling Agent	**Listing Agent**
	Stratton Surveying & Mapping, P.C. 7525 W. Deschutes Pl, Unit 1C Kennewick, WA 99336 509-735-6560 Contact: Aaron Dyck Email: aaron@strattonsurvey.com
Additional Selling Agent	**Additional Listing Agent**
Buyer's Attorney	**Seller's Attorney**
Mortgage Broker	**Additional Lender**
Contact: Jeff Kelly Email: kellyfamily87@gmail.com	

SUBDIVISION GUARANTEE

SCHEDULE A

Office File Number	Date of Policy	Premium
CBF15497	**April 14, 2022**	**$250.00**
Ref. No.:	at 8:00 a.m.	

THE ASSURED REFERRED TO ON THE FACE PAGE ARE: **STRATTON SURVEYING AND MAPPING, P.C.**

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

SEE ATTACHED EXHIBIT "A"

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

THOMAS WEI, AN UNMARRIED MAN, AND ANITA SEET, A MARRIED WOMAN AS HER SEPARATE ESTATE

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

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

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

EXCEPTIONS:

1. **GENERAL TAXES FOR THE YEAR 2022. THE FIRST HALF THEREOF MUST BE PAID ON OR BEFORE APRIL 30, 2022, TO AVOID INTEREST AND PENALTIES;**
   AMOUNT BILLED: $3,139.03
   AMOUNT DUE: $1,569.47
   TAX ACCOUNT NO.: 1-1189-102-0006-006

2. **KENNEWICK IRRIGATION DISTRICT ASSESSMENT FOR THE YEAR 2022. THE BASE AMOUNT "OR" FIRST HALF MUST BE PAID ON OR BEFORE APRIL 30, 2022 TO AVOID PENALTIES AND INTEREST;**
   BASE AMOUNT: $663.45
   FIRST HALF: $324.22
   PARCEL NO.: 1-1189-102-0006-006

3. **LIABILITY TO FUTURE ASSESSMENT BY KENNEWICK IRRIGATION DISTRICT.**

CONTINUED

4. RIGHT OF WAY EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES, AS GRANTED BY INSTRUMENT;
   RECORDED: JUNE 22, 1951
   RECORDING NO.: 273788
   IN FAVOR OF: PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY
   AFFECTS: SEE INSTRUMENT

5. RIGHT OF WAY EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES, AS GRANTED BY INSTRUMENT;
   RECORDED: JULY 16, 1975
   RECORDING NO.: 684550
   IN FAVOR OF: PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY
   AFFECTS: SEE INSTRUMENT

6. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, AS RESERVED BY INSTRUMENT;
   RECORDED: JULY 1, 1975
   RECORDING NO.: 683749
   FOR: UTILITIES

7. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;
   RECORDED: FEBRUARY 18, 1983
   RECORDING NO.: 873230
   FOR: THE CONSTRUCTION, OPERATION AND MAINTENANCE OF EXISTING AND FUTURE IRRIGATION DISTRIBUTION PIPELINES
   AFFECTS: PORTION OF SUBJECT PROPERTY

8. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:
   GRANTOR: THOMAS WEI, AN UNMARRIED MAN AND ANITA SEET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY
   TRUSTEE: ALDRIDGE PITE LLP
   BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HOMEBRIDGE FINANCIAL SERVICES, INC.
   AMOUNT: $506,250.00
   DATED: December 16, 2021
   RECORDED: December 21, 2021
   AUDITOR'S FILE NO.: 2021-057362

END OF SCHEDULE A EXCEPTIONS.

NOTES:

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

1929 W. 10TH AVE.
KENNEWICK, WA 99336

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

TAX ACCOUNT NO.:	1-1189-102-0006-006
LAND:	$113,940.00
IMPROVEMENTS:	$207,080.00
TOTAL:	$321,020.00

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

ABBREVIATED LEGAL DESCRIPTION:

PTN. TRACTS 6 AND 7, THE HIGHLANDS PLAT C

EXHIBIT "A"

THAT PORTION OF THE EAST 67.69 FEET OF TRACT 7, LYING NORTH OF KENNEWICK IRRIGATION DISTRICT CANAL; AND THAT PORTION OF TRACT 6, LYING NORTH OF KENNEWICK IRRIGATION DISTRICT CANAL, ALL IN THE HIGHLANDS PLAT C, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 31, RECORDS OF BENTON COUNTY, WASHINGTON EXCEPT THE EAST 175 FEET OF SAID PORTION OF TRACT 6 AND EXCEPT PORTION DEEDED TO THE CITY OF KENNEWICK FOR ROAD RIGHT OF WAY BY DEED RECORDED JANUARY 21, 1994 UNDER AUDITOR'S FILE NO. 94-2609.

TOGETHER WITH THE ADJACENT PORTION OF THE KENNEWICK IRRIGATION DISTRICT LOWLIFT CANAL RIGHT OF WAY BEING 30 FEET IN WIDTH, ABANDONED PER RESOLUTION NO. 83-16 RECORDED FEBRUARY 15, 1983 UNDER AUDITOR'S FILE NO. 873230;

AND TOGETHER WITH THE NORTH 235 FEET OF THE EAST 175 FEET OF TRACT 6, THE HIGHLANDS PLAT C, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 31, RECORDS OF BENTON COUNTY, WASHINGTON EXCEPT THE EAST 95 FEET THEREOF AND EXCEPT PORTION DEEDED TO THE CITY OF KENNEWICK FOR ROAD RIGHT OF WAY BY DEED RECORDED JANUARY 21, 1994 UNDER AUDITOR'S FILE NO. 94-2608.

AND TOGETHER WITH THAT PORTION OF THE WEST 100 FEET OF THE EAST 167.69 FEET OF TRACT 7, LYING NORTH OF THE KENNEWICK IRRIGATION DISTRICT CANAL, THE HIGHLANDS PLAT C ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 31, RECORDS OF BENTON COUNTY, WASHINGTON, EXCEPT THE NORTH 140 FEET THEREOF AND TOGETHER WITH THE ADJACENT PORTION OF THE KENNEWICK IRRIGATION DISTRICT LOWLIFT CANAL RIGHT OF WAY BEING 30 FEET IN WIDTH, ABANDONED PER RESOLUTION NO. 83-16 RECORDED FEBRUARY 15, 1983 UNDER AUDITOR'S FILE NO. 873230.

Cascade Title Company of Benton-Franklin Counties

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Cascade Title Company of Benton-Franklin Counties**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.
Information about your transactions we secure from our files, or from [our affiliates or] others.
Information we receive from a consumer reporting agency.
Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Geographic Information Systems
*created and maintained by the Bent
111891020006006
Show search results for 11189...
W 10th Ave
W 10th Ave
W 10th Ave
111892020008001
111891020007001
111891020006006
111892012871001
111892012871002
111891020007003
S Vancouver St
S Sharon St
111891020006006
111891020006006
111891020006003
111892011194001
111891020006004
111891060001001
111891060001002
W 12th Ave
111891010153001
111891060001003
111891060001004
111892010675003
111891010153002
111891060002001
111891060001005
W 12th Ave
111891060002003
111891060001006
111892050001009
111891060001007
111891060002002
111891060002004
111891060003001
111892020017001
111891060001008
111891020018000
111891060003011
111891060002005
111891060003002
111892020017003
111891060001009
111891010041001
111891060002006
111891060003010
111892020017003
111891060001010
W 13th Ave
S Vancouver St
S Underwood St
S Tacoma St
111891010041002
111891060002007
111891060003004
111891060001011
100ft
-119.145 46.199 Degrees

2021-057361 D
12/21/2021 10:25:03 AM Page 1 of 2 Fees: $204.50
Brenda Chilton, County Auditor, Benton County, WA

When recorded return to:
Thomas Wei, an unmarried man and Anita Seet, a
married woman as her sole and separate property
2120 Road 44
Pasco, WA 99301

165723 - $11,120.00 - RA - 12/20/2021 - Benton County

Filed for record at the request of:
TICOR TITLE COMPANY
8101 W Grandridge Blvd., Suite 110
Kennewick, WA 99336

Escrow No.: 472118770

STATUTORY WARRANTY DEED

20480

THE GRANTOR(S) Brett Sanders, Personal Representative of The Estate of Pat Sanders, deceased, pursuant to Benton County Probate Case Number 20-4-00250-03

for and in consideration of Ten And No/100 Dollars ($10.00) and other good and valuable consideration
in hand paid, conveys, and warrants to Thomas Wei, an unmarried man and Anita Seet, a married woman as her sole and separate property

the following described real estate, situated in the County of Benton, State of Washington:

That portion of the East 67.69 feet of Tract 7, lying North of Kennewick Irrigation District Canal; AND that portion of Tract 6, lying North of Kennewick Irrigation District Canal, All in The Highlands Plat C, according to the Plat thereof recorded in Volume 2 of Plats, Page 31, records of Benton County, Washington EXCEPT the East 175 feet of said portion of Tract 6 AND EXCEPT portion deeded to the City of Kennewick for Road Right of Way by deed recorded January 21, 1994 under Auditor's File No. 94-2609.

Together with the adjacent portion of the Kennewick Irrigation District Lowlift Canal Right of Way being 30 feet in width, abandoned per Resolution No. 83-16 Recorded February 15, 1983 under Auditor's File No. 873230;

AND TOGETHER with the North 235 feet of the East 175 feet of Tract 6, The Highlands Plat C, according to the Plat thereof recorded in Volume 2 of Plats, Page 31, records of Benton County, Washington EXCEPT the East 95 feet thereof AND EXCEPT portion deeded to the City of Kennewick for Road Right of Way by deed recorded January 21, 1994 under Auditor's File No. 94-2608.

AND TOGETHER with that portion of the West 100 feet of the East 167.69 feet of Tract 7, lying North of the Kennewick Irrigation District Canal, The Highlands Plat C according to the Plat thereof recorded in Volume 2 of Plats, Page 31, records of Benton County, Washington, EXCEPT the North 140 feet thereof and TOGETHER with the adjacent portion of the Kennewick Irrigation District Lowlift Canal Right of Way being 30 feet in width, abandoned per Resolution No. 83-16 Recorded February 15, 1983 under Auditor's File No. 873230.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 1-1189-102-0006-006

Subject to:

1. This conveyance is subject to covenants, conditions, restrictions and easements, if any affecting title which may appear in the public record, including those shown on any recorded plat or survey.

STATUTORY WARRANTY DEED
(continued)

Dated: 12-20-2021

The Estate of Pat Sanders, deceased, pursuant to Benton County Probate Case Number 20-4-00250-03

BY: _____
Brett Sanders
Personal Representative

State of WASHINGTON
County of BENTON

I certify that I know or have satisfactory evidence that Brett Sanders is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Personal Representative the Estate of Pat Sanders to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-20-2021

_____
Name: Jon Wilson
Notary Public in and for the State of WA
Residing at: Pasco
My appointment expires: 11-29-24

JON WILSON
188759
NOTARY
PUBLIC
COMMISSION EXPIRES 11-29-24
STATE OF WASHINGTON

VOL 297 PAGE 1123 683749

SAFECO TITLE INSURANCE COMPANY
1109 SECOND AVENUE · SEATTLE, WASHINGTON 98101 · 623-8070

THIS SPACE RESERVED FOR RECORDER'S USE
FILED BY LAND TITLE CO.
JUL 1 10 30 AM '75
VERNER MILLER, AUDITOR
DEPUTY
RECORDED IN VOL 297
INDEXED BY 9 V
CHECKED BY

Filed for Record at Request of

NAME Pat Sanders
ADDRESS 1929 West 10th
CITY AND STATE Kennewick, Wn. 99336

BF-4025

STATUTORY WARRANTY DEED

THE GRANTOR ALAN J. ANDERSON and VALERIE J. ANDERSON, his wife

for and in consideration of Ten Dollars and other good and valuable consideration

in hand paid, conveys and warrants to PAT SANDERS and J. DARLYNE SANDERS, his wife

as Grantee, the following described real estate, situated in the County of Benton
State of Washington:

The North 235 feet of the East 175 feet of Tract 6, The Highlands, Plat C, according to the Plat thereof recorded in Volume 2 of Plats, page 31, records of Benton County, Washington,
EXCEPT the East 95 feet thereof.

Subject to covenants, easements, restrictions and reservations of record

The Grantor reserves an easement for Utility purposes over the West 10 feet of the property herein conveyed.

57099

BENTON COUNTY EXCISE TAX
#57099 — II — 33.00

Dated this 30 day of June, 1975

Alan J Anderson (SEAL)
Valerie J. Anderson (SEAL)

STATE OF WASHINGTON
County of Benton } ss.

On this 30th day of June, 1975

undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
ALAN J. ANDERSON and VALERIE J. ANDERSON, his wife

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed this said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 30th day of June, 1975

Notary Public in and for the State of Washington,
residing at Richland

TL-1 R1 5/74

VOL 432 PAGE 618

873230

FILED BY

FEB 15 11 10 AM '83

VERNE[illegible] AUDITOR
DEPUTY

RESOLUTION NO. 83-16

A RESOLUTION OF THE KENNEWICK IRRIGATION DISTRICT ABANDONING PORTIONS OF THE LOWLIFT CANAL RIGHT-OF-WAY WITH RESERVATION

RECORDED IN VOL. 432

PROOFED BY SP

CHECKED BY _____

The Board of Directors of the Kennewick Irrigation District met in Regular Session on February 14th, 1983, and

WHEREAS, the District has revised the distribution system for an area previously served by the Lowlift Canal, and

WHEREAS, the areas of the lands involved are right-of-way easements held by the District; and

WHEREAS, the District has received written consent from the United States Department of the Interior, Bureau of Reclamation, a copy of which is attached as Exhibit A; and

WHEREAS, the Directors have determined that the abandonment of said easements would be in the best interest of the District and of the residents therein, and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Kennewick Irrigation District does hereby abandon the right-of-way easements described as follows:

All that portion of the Kennewick Irrigation District Lowlift Canal right-of-way, being 30 feet in width, lying between the existing spillway on the Western lip of Zintel Canyon and the Easterly right-of-way line of South Rainier Street, situated within portions of Tracts 6, 7, 8, 9, 10, 11, 19 and 24 of the Highlands Plat "C", according to Plat thereof recorded in Volume 2 of Plats, Page 31, Records of Benton County, Washington; Reserving unto the Kennewick Irrigation District an Easement over that portion of said right-of-way lying West of the West boundary of said Tract 19, for the construction, operation and maintenance of existing and future irrigation distribution pipelines.

Be it further resolved that this Resolution shall be recorded in the office of the County Auditor of Benton County, Washington.

DONE this 14th day of February, 1983.

Carl W Peterson

Return to:

Kennewick I. D.
P. O. Box 6900
Kennewick, WA 99336-0401

Constituting the Board of Directors of the Kennewick Irrigation District

United States Department of the Interior

BUREAU OF RECLAMATION
YAKIMA PROJECT OFFICE
1917 MARSH ROAD
P.O. BOX 1749
YAKIMA, WASHINGTON 98907-1749

IN REPLY REFER TO: 105
832.-/706.

November 10, 1982

Mr. Paul Chasco, Secretary-Manager
Kennewick Irrigation District
P. O. Box 6900
Kennewick, WA 99336

Dear Mr. Chasco:

In regards to your letter dated July 20, 1982, requesting abandonment of a section of the Lowlift Canal, we have no objections to the District abandoning this portion of canal and right-of-way. We have found no indication, from a search of the Project and Regional Office records, that any of the rights-of-way were ever transferred to the United States. From telephone discussions with personnel from the District, we were informed that the rights-of-way involved are all easements which were acquired by and retained by the District.

Sincerely yours,

W. G. GRAY
Project Superintendent

Title Insurance Services

Transamerica Title Insurance Company

9827

HPC

FILED FOR RECORD AT REQUEST OF:

94 2608 Parcel # 52

WHEN RECORDED RETURN TO:

NAME City of Kennewick

ADDRESS PO Box 6108

CITY, STATE, ZIP Kennewick, Wa. 99336

FILED BY
JAN 21 10 59 AM '94
ROBERT GAGNER
BENTON COUNTY, AUDITOR
VOL. 599 PAGE 258
OFFICIAL RECORDS

STATUTORY WARRANTY DEED

In the Matter of: W. 10th Avenue SR 395

The Grantor Pat Sanders and J. Darlyne Sanders, his wife,

for and in consideration of TEN AND NO/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION IN HAND PAID, CONVEYS AND WARRANTS TO City of Kennewick the following described real estate, situated in the County of Benton, State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statute of the State of Washington.

SUBJECT TO: Restrictions, rights, easements, water rights, use restrictions and other rights not inconsistent with Purchaser's use. Existing easements for public roads, public highways, public utilities, railroads and pipelines; reservations, exceptions and any other outstanding rights contained in or refined to in patents issued by the United States.

It is understood and agreed the delivery of this Deed is hereby tendered and the terms and obligations hereof shall not become binding upon the City of Kennewick unless and until accepted and approved hereon in writing for the City of Kennewick by the City Engineers.

The land herein conveyed contains an area of 800 square feet more or less.

The undersigned Grantor/Grantors hereby authorize and instruct the City of Kennewick to pay the entire consideration, if necessary or required to their mortgagee, beneficiary or contract holder to be applied towards the balance of their loan.

LEGAL DESCRIPTION (ACQUIRED)

Pat Sanders and J. Darlyne Sanders - Reference # 52

Beginning at the northwest corner of the Northeast quarter of Section 11, Township 8 North, Range 29 East, W.M., Benton County, Washington; Thence S 89° 56' 00" E along the North line of said Section 11, a distance of 489.62 feet; Thence S 0° 17' 30" W, a distance of 20.00 feet to the True Point of Beginning; Thence S 89° 56' 00" E, a distance of 80.00 feet, Thence S 0° 17' 30" W, a distance of 11.00 feet, Thence N 89° 56' 00" W, a distance of 80.00 feet, Thence N 0° 17' 30" E, a distance of 11.00 feet, to the True Point of Beginning.

JAN 21 9400377

BENTON COUNTY
REAL ESTATE TAX

Dated 8-2-93, 19 93

Pat Sanders

J. Darlyne Sanders

ACCEPTED AND APPROVED
Dated 12/7, 1993.
CITY OF KENNEWICK

BY:

STATE OF WASHINGTON)
COUNTY OF Benton)ss.

On this day personally appeared before me Pat Sanders & J. Darlyne Sanders, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of August, 19 93.

Notary Public in and for the State of Washington, residing at Richland

My commission expires Aug. 10, 1995

STATE OF WASHINGTON)
COUNTY OF _____)ss.

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ President and _____ Secretary, respectively, of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

_____
Notary Public in and for the State of Washington, residing at, _____

Transamerica Title Insurance Services

Transamerica Title Insurance Company

W. 10th Avenue

FILED FOR RECORD AT REQUEST OF:

94 2609 Parcel # 53

FILED BY
Jan 21 10 59 AM '94
BOBBIE GAGNER
BENTON COUNTY, AUDITOR

VOL. 599 PAGE 260

OFFICIAL RECORDS

Z-31
TT6

WHEN RECORDED RETURN TO:

NAME City of Kennewick

ADDRESS PO Box 6108

CITY, STATE, ZIP Kennewick, Wa. 99336

STATUTORY WARRANTY DEED

In the Matter of: W. 10th Avenue SR 395

The Grantor Pat Sanders and J. Darlyne Sanders, his wife,

for and in consideration of TEN AND NO/100 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION IN HAND PAID, CONVEYS AND WARRANTS TO City of Kennewick the following described real estate, situated in the County of Benton, State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statute of the State of Washington.

SUBJECT TO: Restrictions, rights, easements, water rights, use restrictions and other rights not inconsistent with Purchaser's use. Existing easements for public roads, public highways, public utilities, railroads and pipelines; reservations, exceptions and any other outstanding rights contained in or refined to in patents issued by the United States.

It is understood and agreed the delivery of this Deed is hereby tendered and the terms and obligations hereof shall not become binding upon the City of Kennewick unless and until accepted and approved hereon in writing for the City of Kennewick by the City Engineers.

The land herein conveyed contains an area of 2,520 square feet more or less.

The undersigned Grantor/Grantors hereby authorize and instruct the City of Kennewick to pay the entire consideration, if necessary or required to their mortgagee, beneficiary or contract holder to be applied towards the balance of their loan.

LEGAL DESCRIPTION (ACQUIRED)

Pat Sanders and J. Darlyne Sanders - Reference # 53

Beginning at the northwest corner of the Northeast quarter of Section 11, Township 8 North, Range 29 East, W.M., Benton County, Washington; Thence S 89° 56' 00 " E along the North line of said Section 11, a distance of 264.62 feet; Thence S 0° 18' 00" W, a distance of 20.00 feet to the True Point of Beginning; Thence S 89° 56' 00" E, a distance of 225.00 feet, Thence S 0° 17' 30" W, a distance of 11.00 feet, Thence N 89° 56' 00" W, a distance of 157.31 feet, Thence S 88° 56' 02" W, a distance of 67.71 feet, Thence N 0° 18' 00" E, a distance of 12.34 feet more or less to the True Point of Beginning.

AM 10 400378

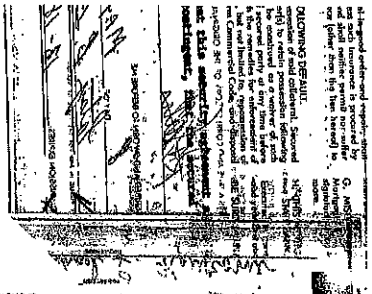
Dated 17th of August, 1993

Pat Sanders

J. Darlyne Sanders

ACCEPTED AND APPROVED
Dated 12/2, 1993.
CITY OF KENNEWICK

BY:



No 273788

Record JUN 22 1951

RIGHT OF WAY EASEMENT

County Auditor

Kennewick, Wash.

THE GRANTORS Frank Green and Ruby A. Green, his wife, and Wm. Grayson Lund and Zola G. Graysonlund, his wife,

of BENTON County, State of WASHINGTON for and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to PUBLIC UTILITY DISTRICT NO. 1 of Benton County, Washington, a municipal corporation, and to its successors or assigns, the right to enter upon the lands of the Grantors situated in the County of Benton, State of Washington, and more particularly described as follows:

West ten (10) feet of the East 180 feet of Tract six (6) [illegible] PLAINS TRACT NO. [illegible], according to plat thereof, recorded in Volume [illegible] of Plats, page 21, records of Benton County.

and to construct, operate and maintain over and under the above described lands and the streets and alleys adjoining the said Lands an electric transmission or distribution line or system, with all convenient or necessary appurtenances (including, but not limited to poles, towers, transformers, one or more wires, guys, anchors and other supports), and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

THE GRANTORS agree that all poles, wires and other facilities installed upon the above described lands at the grantee's expense shall remain the property of the grantee, and the grantee shall have the right of ingress and egress over the adjacent lands of the grantors for the purpose of exercising all rights hereby granted.

and sub-lessee

All rights hereunder shall cease when the grantee ceases to use or abandons or removes said line or system.

Dated this 24th day of May, 1951.

Frank Green

Ruby A. Green

Wm. G. Graysonlund

Zola G. Graysonlund

2-31-16

41-19-16E

684550

RIGHT OF WAY EASEMENT

C.U.D.
JUL 16 9 02 AM '75
AUDITOR
RECORDED

THE GRANTOR(S), ALAN J. ANDERSON and VALERIE J. ANDERSON, his wife

of King County, County, State of Washington, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of Benton County, Washington, a municipal corporation and to its successors and sub-lessees or assigns, the right to enter upon the lands of the Grantor(s) situated in the County of Benton, State of Washington, and more particularly described as follows:

The West 10 feet of the following described parcel:

The South 93 feet of the North 328 feet of the East 175 feet of Tract 6, The Highlands, Plat C, according to the plat thereof recorded in Volume 2 of Plats, Page 31, Records of Benton County, Washington; ALSO, the West 10 feet of the South 93 feet of the North 421 feet of the East 175 feet of Tract 6, The Highlands, Plat C, according to the plat thereof recorded in Volume 2 of Plats, Page 31, Records of Benton County, Washington; ALSO, the West 10 feet of the East 175 feet of Tract 6, The Highlands, Plat C, according to the plat thereof recorded in Volume 2 of Plats, Page 31, Records of Benton County, Washington, lying North of the Kennewick Irrigation Canal right-of-way, except the North 421 feet thereof.

written.

Dated this 13 day of July, 1975

RECEIVED BY [signature]
CHECKED BY

Alan J. Anderson
GRANTOR'S SIGNATURE

Valerie J. Anderson
GRANTOR'S SIGNATURE

GRANTOR'S SIGNATURE

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STATE OF Washington }
COUNTY OF Benton }

ACKNOWLEDGMENT OF INDIVIDUAL

I, Mitchell L. Hawkins, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 13th day of July, 1975, personally appeared before me Alan J. Anderson and Valerie J. Anderson

personally known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they executed, signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Mitchell L. Hawkins
Notary Public in and for the State of Washington residing at Kennewick

2021-057362 DT
12/21/2021 10:25:03 AM Page 1 of 22 Fees: $225.50
Brenda Chilton, County Auditor, Benton County, WA

LOAN #: 8010237251

WASHINGTON COVER SHEET

Please print or type information

Return Name and Address
First American Mortgage Solutions
Attn: Final Document Department
C/O: Homebridge Financial Services, Inc.
1795 International Way
Idaho Falls, ID 83402

Ticor Title

Document Title(s)
DEED OF TRUST 472118770

225300

Grantor(s) (Last Name, First Name, Middle Initial)
WEITHOMAS AND Scott, Anita

Additional names on page _____ of document

Grantee(s) (Last Name, First Name, Middle Initial)
Homebridge Financial Services, Inc.
194 Wood Ave., South, 9th Floor
Iselin, NJ 08830

Additional names on page _____ of document
Trustee: Aldridge Pite, LLC

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/or Section or Lot/Block/Subdivision)
PTN3 Tracts 6 & 7, The Highlands Plat C

Additional legal is on page _____ of document

Assessor's Tax Parcel ID Number 1-1189-102-0006-006

Reference Number(s) of Documents assigned *or* released:

Additional reference #'s on page _____ of document

The County Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

When recorded, return to:
First American Mortgage Solutions
Attn: Final Document Department
C/O: Homebridge Financial Services, Inc.
1795 International Way
Idaho Falls, ID 83402
208-528-9895

Assessor's Parcel or Account Number: 1-1169-102-0006-006

Abbreviated Legal Description: PTNS Tracts 6 & 7, The Highlands Plat C
[Include lot, block and plat or section, township and range]

Full legal description located on page TITLED "EXHIBIT A".

Trustee: Aldridge Pite LLP

Title Order No.: 472118770
Escrow No.: 472118770
LOAN #: 8010237251

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1002882-0200610192-0
MERS PHONE #: 1-888-679-6377

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated December 16, 2021, together with all Riders to this document.
(B) "Borrower" is THOMAS WEI, AN UNMARRIED MAN AND ANITA SEET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY.

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Homebridge Financial Services, Inc..

Lender is a Corporation, organized and existing under the laws of New Jersey.
Lender's address is 194 Wood Ave., South, 9th Floor, Iselin, NJ 08830.

(D) "Trustee" is Aldridge Pite LLP.

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

Initials: TW AS

LOAN #: 8010237251

(F) "Note" means the promissory note signed by Borrower and dated **December 16, 2021.** The Note states that Borrower owes Lender **FIVE HUNDRED SIX THOUSAND TWO HUNDRED FIFTY AND NO/100**********
Dollars (U.S. **$506,250.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **January 1, 2052.**
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ V.A. Rider
☒ 1-4 Family Rider	☐ Biweekly Payment Rider	
☒ Mortgage Electronic Registration Systems, Inc. Rider		
☐ Other(s) [specify]		

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County**
[Type of Recording Jurisdiction]
of **Benton**
[Name of Recording Jurisdiction]:
SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.
APN #: 1-1189-102-0006-008

Initials: TWAS

LOAN #: 8010237251

which currently has the address of 1929 W 10TH AVE, Kennewick,
[Street] [City]

Washington 99336 ("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to

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Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that

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Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's

Initials: TW AS

actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such

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Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed

Initials: _____

the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects

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Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property

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at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

THOMAS WEI — 12/16/21 — DATE — (Seal)

ANITA SEET — 12/20/21 — DATE — (Seal)

STATE OF WASHINGTON — COUNTY OF KING — SS:

On this day personally appeared before me THOMAS WEI AND ~~ANITA SEET~~ Ann to me known to be the individual party/parties described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of December, 2021.

Notary Public in and for the State of Washington, residing at Renton

My Appointment Expires on 04/06/2022

Notary Public
State of Washington
AUTUMN J. MCDANIEL
COMM. # 147455
MY COMM. EXP. 04/06/2022

Initials: TW AS

STATE OF Washington)
) SS
COUNTY OF Benton)

I certify that I know or have satisfactory evidence that

Anita Seet

the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-20-2021

JON WILSON
188759
NOTARY
PUBLIC
COMMISSION EXPIRES 11-29-24
STATE OF WASHINGTON

Name: Jon Wilson
Notary Public In and for the State of Washington,
Residing at: Pasco
My appointment expires: 11-29-24

LOAN #: 8010237251

Lender: Homebridge Financial Services, Inc.
NMLS ID: 5521
Loan Originator: Mark Edward Carroll
NMLS ID: 403920

LOAN #: 8010237251

Exhibit A

That portion of the East 67.69 feet of Tract 7, lying North of Kennewick Irrigation District Canal; AND that portion of Tract 6, lying North of Kennewick Irrigation District Canal, All in The Highlands Plat C, according to the Plat thereof recorded in Volume 2 of Plats, Page 31, records of Benton County, Washington EXCEPT the East 175 feet of said portion of Tract 6 AND EXCEPT portion deeded to the City of Kennewick for Road Right of Way by deed recorded January 21, 1994 under Auditor's File No. 94-2609.
Together with the adjacent portion of the Kennewick Irrigation District Lowlift Canal Right of Way being 30 feet in width, abandoned per Resolution No. 83-16 Recorded February 15, 1983 under Auditor's File No. 873230;
AND TOGETHER with the North 235 feet of the East 175 feet of Tract 6, The Highlands Plat C, according to the Plat thereof recorded in Volume 2 of Plats, Page 31, records of Benton County, Washington EXCEPT the East 95 feet thereof AND EXCEPT portion deeded to the City of Kennewick for Road Right of Way by deed recorded January 21, 1994 under Auditor's File No. 94 2608.
AND TOGETHER with that portion of the West 100 feet of the East 167.69 feet of Tract 7, lying North of the Kennewick Irrigation District Canal, The Highlands Plat C according to the Plat thereof recorded in Volume 2 of Plats, Page 31, records of Benton County, Washington, EXCEPT the North 140 feet thereof and TOGETHER with the adjacent portion of the Kennewick Irrigation District Lowlift Canal Right of Way
being 30 feet in width, abandoned per Resolution No. 83-16 Recorded February 15, 1983 under Auditor's File No. 873230.

LOAN #: 8010237251
MIN: 1002882-0200610192-0

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 16th day of December, 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Homebridge Financial Services, Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1929 W 10TH AVE
Kennewick, WA 99336

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

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E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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LOAN #: 8010237251

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

THOMAS WEI — 12/16/21 (Seal) DATE

ANITA SEET — 12/20/21 (Seal) DATE

LOAN #: 8010237251
MIN: 1002882-0200610192-0

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER
(MERS Rider)

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this **16th** day of **December, 2021,** and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Homebridge Financial Services, Inc.**

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:
1929 W 10TH AVE, Kennewick, WA 99336.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS
1. The Definitions section of the Security Instrument is amended as follows:
"Lender" is Homebridge Financial Services, Inc..

Lender is **a Corporation** organized and existing under the laws of **New Jersey.** Lender's address is **194 Wood Ave., South, 9th Floor, Iselin, NJ 08830.**

Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number, of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"**Nominee**" means one designated to act for another as its representative for a limited purpose.

LOAN #: 8010237251

B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County [Type of Recording Jurisdiction] of
Benton [Name of Recording Jurisdiction]:
SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF.
APN #: 1-1189-102-0006-006

which currently has the address of **1929 W 10TH AVE, Kennewick,**

[Street][City]

WA 99336 ("Property Address"):
[State] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

C. NOTICES

Section 15 of the Security Instrument is amended to read as follows:

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this

Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee Interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

Section 20 of the Security Instrument is amended to read as follows:

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. Lender acknowledges that until it directs MERS to assign MERS's Nominee Interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

LOAN #: 8010237251

E. SUBSTITUTE TRUSTEE

Section 24 of the Security Instrument is amended to read as follows:

24. Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.

THOMAS WEI — 12/16/21 (Seal)
DATE

ANITA SEET — 12/20/21 (Seal)
DATE

LOAN #: 3010237251

Exhibit A

That portion of the East 67.69 feet of Tract 7, lying North of Kennewick Irrigation District Canal; AND that portion of Tract 6, lying North of Kennewick Irrigation District Canal, All in The Highlands Plat C, according to the Plat thereof recorded in Volume 2 of Plats, Page 31, records of Benton County, Washington EXCEPT the East 175 feet of said portion of Tract 6 AND EXCEPT portion deeded to the City of Kennewick for Road Right of Way by deed recorded January 21, 1994 under Auditor's File No. 94-2609.
Together with the adjacent portion of the Kennewick Irrigation District Lowlift Canal Right of Way being 30 feet in width, abandoned per Resolution No. 83-16 Recorded February 15, 1983 under Auditor's File No. 873230;
AND TOGETHER with the North 235 feet of the East 175 feet of Tract 6, The Highlands Plat C, according to the Plat thereof recorded in Volume 2 of Plats, Page 31, records of Benton County, Washington EXCEPT the East 95 feet thereof AND EXCEPT portion deeded to the City of Kennewick for Road Right of Way by deed recorded January 21, 1994 under Auditor's File No. 94 2608.
AND TOGETHER with that portion of the West 100 feet of the East 167.69 feet of Tract 7, lying North of the Kennewick Irrigation District Canal, The Highlands Plat C according to the Plat thereof recorded in Volume 2 of Plats, Page 31, records of Benton County, Washington, EXCEPT the North 140 feet thereof and TOGETHER with the adjacent portion of the Kennewick Irrigation District Lowlift Canal Right of Way
being 30 feet in width, abandoned per Resolution No. 83-16 Recorded February 15, 1983 under Auditor's File No. 873230.

NORTH

W 10TH AVE

Require ADA compliant ped ramps

End and match into existing sidewalk

Begin sidewalk

LOT 17 7,956 SF
LOT 1 8,715 SF
LOT 2 7,538 SF
LOT 16 7,812 SF
LOT 4 12,586 SF
LOT 3 7,538 SF
LOT 14 7,500 SF
LOT 15 8,051 SF
LOT 13 8,281 SF
LOT 5 7,837 SF
LOT 12 7,656 SF
LOT 6 7,728 SF
LOT 11 7,601 SF
LOT 7 8,190 SF
LOT 10 7,813 SF
LOT 8 7,932 SF
LOT 9 7,747 SF

30.0' UTIL & ACCESS TRACT
4.5' UTIL & SW ESMT
20.0' UTIL & ACCESS ESMT
(E)10.0' PUD ESMT AF #273788
(E)10.0' UTIL ESMT AF #683749
(E)10.0' PUD ESMT AF #684550
(E)10.0' UTIL ESMT MARY ELLEN HEIGHTS
FIRE HYDRANT
R25.0'
R20.0'
R53.0'

S SHARRON ST

W 12TH AVE

A1 OVERALL SITE PLAN
SCALE: 1" = 30'-0"

4' utility easement

5' utility & sidewalk easement

30' Access & Utility easement

4'-6" UTILITY & SW ESMT
ROAD CL
30'-0" TRACT
12'-0"
18'-0"
2.0%
2.0%
3" HMA CL 3/8" PG 64S - ON 8" COMPACTED C.S.T.C. 95% MAX DENSITY AASHTO T180

A5 ROAD SECTION
SCALE: 1/4" = 1'-0"

Delete sidewalk

12' from centerline to back of curb

18' from centerline to back of curb

5' sidewalk

CALL 811
2 BUSINESS DAYS
BEFORE YOU DIG

0' 15' 30' 60' 90'
1" = 30'

KNUTZEN ENGINEERING
5401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com

No.	REVISIONS	DATE	DESIGN	CHKD	APPD

30% CD SET

OVERALL SITE PLAN

JEFF KELLY
PEACH FARM
1929 W. 10TH AVE, KENNEWICK, WA 99337

APPROVAL		
DESIGN	RAM	05/23/22
CHECKED	NJM	05/23/22
APPROVED	NJM	05/23/22

SCALE: AS NOTED
CADFILE: 21345C01
JOB No. 21345
REV. 0
DWG. No. C200

I:\2021\21345-1929 W 10th Avenue Subdivision\DWG\21345C01.dwg - May 23,2022 - 11:17am - rmc

COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE HEARING EXAMINER

FILE NO:SUB-2022-0013

MASTER FILE #:	**SUB-2022-0013**
APPLICANT & OWNER:	David Main Homes by David 40305 302nd Ave SE Enumclaw, WA 98022
APPLICANT:	Kaleb Mapstead 5804 Road 90 Suite H Pasco, WA 99301
REQUEST:	**PRELIMINARY PLAT**: Morain Street Townhomes 20 lot and 1 tract plat

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EXHIBITS

1. Staff Report
2. Preliminary Plat Map with Staff Comments
3. Title Report
4. Traffic Study
5. Public Works Utility Memorandum
6. Building Department Comments
7. DAHP Comments

BACKGROUND

1. **PROPERTY DESCRIPTION:**

   Legal:

Parcel A, 1-0389-402-0040-003: Per statutory warranty deed AFN 94-28831

Part 1

The east 132 feet as measured along the north line of that portion of Tract 40, the Highlands Plat 'B', described as follows; beginning at the northwest corner of said tract; thence east along the north line of said tract 399 feet to the true point of beginning; thence continuing east on said north line to the northeast corner of said tract; thence south 00°50'00" west, along the east line of said tract, 252.98 feet; thence south 81°43'00" west, 300.75 feet; thence north 01°00'00" east, 191.26 feet; thence south 87°43'00" east, 35 feet thence north 01°00'00" east, 115.72 feet, more or less, to the true point of beginning, except that portion deeded to Benton County for road purposes, in deed recorded under Auditor's file no. 311753.

Part 2

That portion of Tract 40, the Highlands Plat 'B', according to the plat thereof recorded in Volume 2 of Plats, page 3, described as follows:

Beginning at the northwest corner of said tract; thence east along the north line of said tract 399 feet to the true point of beginning; thence continuing east on said north line to the northeast corner of said tract; thence south 00°50'00" west, along the east line of said tract, 252.98 feet; thence south 81°43'00" west 300.75 feet; thence north 01°00'00" east, 191.26 feet; thence south 89°43'00" east, 35 feet; thence north 01°00'00" east, 115.72 feet, more or less, to the true point of beginning, except the east 132 feet thereof; and except that portion deeded to Benton County for road by deed recorded under Auditor's file no. 311753.

Parcel B, 1-0389-402-0040-016: Per deed of trust AFN 2020-053485 a portion of Tract 40, the Highlands Plat 'B', according to the plat thereof recorded in volume 2 of Plats, page 3, records of Benton County, Washington, described as follows:

Beginning at the southwest corner of said Tract 40; thence north 1° 00' east a distance of 392.02 to a point, which is the true point of beginning of this description; thence south 87° 16' east a distance of 364.0 feet; thence north 1° 00' east a distance of 119.66; thence north 87° 16' west 364.0 feet; thence south 1° 00' west 119.66 feet to the true point of beginning.

Together with that portion of said Lot 40 described in statutory warranty deed recorded June 24, 2007 under Auditor's file number 2007-016298 lying northerly and easterly of the following described line:

Commencing at the southwest corner of said lot 40; thence north 0°13'10" west along the west line of said lot 341.55 feet to the true point of beginning; thence north 89°30'44" east 112.20 feet; thence south 0°08'10" east 76.68 feet to the south line of said warranty deed and the terminus of said described line.

Except those portions conveyed to the City of Kennewick for road purposes by deeds recorded June 18, 1999 and June 22, 1999, under Auditor's file no. 1999-019771 and 1999-020200.

All situate in the City of Kennewick, County of Benton, State of Washington.

General Location: Said property is located at 525 S Morain St

Property Size: The site contains approximately 1.6 acres (72,191 square feet).

2. **ACCESS:** The site is accessed from S Morain St.

3. **UTILITIES:** Water utilities are available from S Morain St

4. **LAND USE AND ZONING:** The site consists of 2 lots zoned Residential, Medium Density (RM), and contains one SFDU.

   NORTH: Residential, Medium (RM)
   EAST: Residential, Medium (RM)
   SOUTH: Residential, Medium (RM)
   WEST: Residential, Medium (RM)

5. **Comprehensive Plan:** The Comprehensive Plan designates the site for Low-Density Residential. This parcel, and its surrounding neighborhood were annexed into the city via Ordinance 5227, signed June 21, 2008. At that time the comprehensive plan designated the land for Low-Density Residential, however, the annexed parcels were given the original zoning of Residential, Medium (RM). It is the city's intent to correct this discrepancy via a staff initiated comprehensive plan amendment on the next available cycle.

   Residential Goal 1 directs the City to provide for attractive, walkable, and well-design residential neighborhoods, with differing densities and compatible with neighboring areas. Residential Goal 3 directs the City to promote a variety of residential densities with a minimum density target of 3 units per acre as average throughout the urban area, and Policy 3-2, "Place lands constrained by sensitive areas, those intended to provide transition to the rural area, or those appropriate for larger lot housing with the Residential Low Density land use designation to allow for a range of lifestyles."

ENVIRONMENTAL DETERMINATION: Based on the number of lots, this project is exempt from SEPA review.

ANALYSIS

LOT LAYOUT: The proposed preliminary plat contains 20 Medium-density townhome lots, which would have access from dedicated internal streets, via S Morain St.

The lots range from 1,920 square feet to 4896.03 square feet, the average lot size being 2,777 square feet. The proposal would be consistent with the development standards of the RM zoning district per KMC 18.12.010.

RIGHTS-OF-WAY: All lots, except lots will have frontage on streets to be dedicated as part of the plat. All roads will be fully improved and completed with this subdivision.

UTILITIES: Municipal Water is available to the parcel via a 12" line from S Morain St and a 4" line from W 5th Ave.

IRRIGATION: This parcel is within Kennewick Irrigation District service area, currently served and assessed by KID. Owner shall be required to build a system within the plat to deliver irrigation water to each of the new lots with proper irrigation easements for all new lines installed. Prior to building of this system an engineering drawing shall be submitted to KID for review and comments.

WATER RIGHTS: See utility and irrigation sections.

STAFF FINDINGS OF FACT

State law (RCW 58.17.110) and the Kennewick Municipal Code require the City to develop Findings of Fact as to how this proposed subdivision will protect and enhance the health, safety, and general welfare of the community. The following is a listing of proposed "Findings of Fact":

Prevent Overcrowding: Per KMC 18.12.010 the maximum density in an RM zone is 13 units per acre. At 1.6 acres, the maximum density is 21 units. The proposed project is for 20 medium-density townhome lots and 1 tract, with each lot containing a single townhome unit.

Parks Open Space/Schools: The closest park, Al Robinson Park, is about 2/3 of a mile away via S Morain St and W 4th Ave; Highland Grange Park is about 1.3 miles away along W 7th Ave and S Union St. This site is served by the Kennewick School District schools Lincoln Elementary School, Highlands Middle School, and Southridge High School.

Effective Land Use/Orderly Development: The plat is designated, Low Density Residential and is intended for single-family residential development as identified in the Comprehensive Plan. This parcel, and its surrounding neighborhood were annexed into the city via Ordinance 5227, signed June 21, 2008. At that time the comprehensive plan designated the land for Low-Density Residential, however, the annexed parcels were given the original zoning of Residential, Medium (RM). It is the city's intent to correct this discrepancy via a staff initiated comprehensive plan amendment on the next available cycle.

Safe Travel & Walking Conditions: The proposed plat includes adequate streets and sidewalks. Curb, gutter, and sidewalk shall be installed and constructed to current City standards and to the standards of the American's with Disabilities Act (ADA).

Adequate Provision of Municipal Services: All lots within the plat will be provided with water, sewer, and other utilities.

Provision of Housing for State Residents: The proposed plat contains 20 medium-density residential townhome lots providing the opportunity for the construction of 20 new townhome dwelling units in Kennewick.

Adequate Air and Light: The maximum lot coverage limitations, building height restrictions, and building setbacks will assure that adequate movement of air and light is available to each lot.

Proper Access & Travel: The plat will be developed to City standards to assure proper access is maintained to each lot. Connections will be made to S Morain St.

Comprehensive Plan Policies & Maps: The Comprehensive Plan designates the plat site for Low-Density Residential development. Policies of the Comprehensive Plan encourage the advancement of home ownership and suggest the City strive to maintain a variety of housing for residents.

Housing Goals and Policies of the Comprehensive Plan that pertain to this development include: Residential Goal 1 directs the City to provide for attractive, walkable, and well-design residential neighborhoods, with differing densities and compatible with neighboring areas. Residential Goal 3 directs the City to promote a variety of residential densities with a minimum density target of 3 units per acre as average throughout the urban area, and Policy 3-2, "Place lands constrained by sensitive areas, those intended to provide transition to the rural area, or those appropriate for larger lot housing with the Residential Low Density land use designation to allow for a range of lifestyles."

The applicant is proposing to construct 20 medium-density residential townhome lots with a minimum lot size of 1,920 square feet to meet the intent of the Comprehensive Plan.

Other Findings: The Public Notice was mailed out and published in the Tri-City Herald on June 26, 2022.

1. The site is within the Kennewick Urban Growth Boundaries.
2. The State Growth Management Act requires urban growth and urban densities to occur within the Urban Growth Boundaries.
3. The site consists of 2 lots zoned Residential, Medium Density (RM).
4. The site currently contains one SFDU.
5. The site is not considered a critical area, a mineral resource area or a wetland.
6. The site's Comprehensive Plan designation is for Low Density Residential development. See early analysis for ordinance and correction.
7. The site is zoned Residential, Medium Density (RM)
8. The proposed subdivision is in conformance with the RM zoning requirements of the site.
9. The minimum lot area in the RM zone for townhomes is 1,800 square feet.

10. The Transportation Element of the Comprehensive Plan encourages the interconnection of neighborhood streets to provide for the disbursement of traffic.
11. The interconnection of neighborhood streets is necessary for utility connections (looping) and the provision of emergency services.
12. The proposed Right-of-Way will be named S 6th Place
13. Sidewalk easements will be dedicated in accordance with city standards.
14. RCW 58.17.110 requires the City to make a finding that adequate provisions have been made for schools before any preliminary plat is approved.
15. Plat improvements within the City of Kennewick are required to comply with applicable Kennewick Municipal Code as approved by the City Engineer. These improvements include but are not limited to water, sewer and irrigation lines, streets, streetlights, and storm water retention. The handicapped-accessible pedestrian ramps are to be completed with the street and curb improvements prior to final plat approval. Sidewalks are installed at the time permits are issued for new houses, except sidewalks along major streets, which are installed with the street improvements.
16. The City has nuisance regulations (KMC 9.48) that require property owners (including developers) to maintain their properties in a manner that does not injure, annoy, or endanger the comfort and repose of other property owners. This includes controlling dust, weeds and litter during times of construction for both subdivisions and buildings including houses.

TENTATIVE CONCLUSIONS BASED ON INITIAL STAFF FINDINGS OF FACT

Before recommending approval or denial of the proposed Plat the Hearing Examiner must develop findings of fact from which to draw its conclusion (KMC 17.10.080) therefrom as to whether or not:

(1) Adequate provisions are made for the public health, safety and general welfare and for open spaces, drainage ways, streets, alleys, other public ways, water supplies, sanitary wastes, parks, playgrounds, transit stops, schools and school grounds, sidewalks for safe walking conditions for students and other public needs;

The proposed plat will be required to develop under the standards of the Kennewick Municipal Code and the standard specifications of the Public Works Division. These standards for streets, sidewalks, and other infrastructure improvements were designed to ensure the public health, safety, and general welfare of the community. These standards include provisions for streets, drainage, water and sewer service and the provision for dedication of right-of-way. The preliminary plat was forwarded to Benton PUD, the Kennewick School District, Cascade Gas, Charter Cable, Kennewick Irrigation District, and Benton-Franklin Transit Authority for review and comment.

(2) The proposed subdivision contributes to the orderly development and land use patterns in the area;

The proposed Plat makes efficient use of vacant land and will provide for the looping of utilities and interconnectivity of streets as supported in the Comprehensive Plan. The proposed subdivision will provide street improvements within the plat as per City standards; connections will be made to S Morain St.

(3) The proposed subdivision conforms to the policies, maps, and narrative text of the Comprehensive Plan;

The Comprehensive Plan land use map designates the site and surrounding properties for Low-Density Residential development and may be developed with Single-family residential dwelling units. See earlier analysis for ordinance and correction.

The Residential Element of the Plan encourages the promotion of a variety of residential densities.

(4) The proposed subdivision conforms to the general purposes of any applicable policies or plans which have been adopted by the City Council;

Development plans and policies have been adopted by the City Council in the form of the Comprehensive Plan. The proposed subdivision conforms to the policies, maps, and narrative text of the Plan as noted in number three above.

(5) The proposed subdivision conforms to the general purposes of the subdivision regulations.

The general purposes of the subdivision regulations have been enumerated and discussed in the staff analysis and Findings of Fact. The Findings of Fact indicate the subdivision is in conformance with the general purposes of the subdivision regulations provided certain mitigation measures (i.e., school impact fees are paid).

(6) The public use and interest will be served by approval of the proposed subdivision.

The proposed plat, if approved, will be developed in accordance with all City standards designed to ensure the health, safety and general welfare of the community are met. The Comprehensive Plan will be implemented through development of this plat. These factors will ensure the public use and interest are served.

TENTATIVE PLAT APPROVAL CONDITIONS

1) All improvements shall be in accordance with the Kennewick Municipal Code. The Kennewick Municipal Code adopts the most recent versions of the City of Kennewick Development Standards, the Washington State Department of Transportation Standard Specifications for Road, Bridges, and Municipal Construction, the International Building Code, and the International Fire Code. If there are any conflicting regulations in any of these documents, the more stringent regulation shall apply.

2) It shall be the responsibility of the property owner/developer to contact all utility owners to determine their system improvement requirements. Prior to subdivision construction plan submittal and/or review the property owner/developer shall provide to the City of Kennewick written support/approval of the proposed development from all outside utilities, public and private.
3) The proposal is subject to KMC 18.75 – Residential Design Standards – Single Family.
4) A maintenance agreement shall be established for Tract A.
5) Each lot will be subject to landscaping requirements per KMC 18.21 and the Residential Design Standards – Single Family.
6) Developer will be required to provide construction of public or private roads, sidewalks, streetlights, storm drainage and designate sidewalk and utility easements per latest City of Kennewick (COK) and Specifications and Kennewick Municipal Code (KMC) Section 5.56. Coordinate with the Public Works Traffic Division for details of street and easement widths.
7) The maximum street grade per KMC 5.56.275 is 12%. The final plat will show grades on street centerline profile.
8) The final plat will label the proposed buildings with the number of floors and building type (example - 2 story townhomes).
9) The developer shall provide a complete water main system serving the development, increasing the water line size, as needed, to meet all pressure requirements as defined within the WAC 246-290-230 (MD, PH, & MD + FF) and fire flow required by the Fire Department. Include a Comprehensive Water Plan for the Subdivision on the plans meeting KMC 14.10.010.
10) Due to revisions in the City's application of water looping, a connection to 5th Ave. is no longer required. Instead, the waterline diameter past the last fire hydrant will be reduced to 6 inch as long as this will handle flow needed for the remaining residences. The intent of which is to maintain residual chlorine needed for safety.
11) The Developer shall provide and install one metered water service for each household or commercial building at their expense per KMC 14.13.020 and City of Kennewick Standard Drawing 3-6. The meter shall be placed as close to the main line as possible (not in a driveway or parking area) per KMC 14.12.080.
12) Unused water connection shall be abandoned at the mainline per COK Standard Specification Section 4-3.01
13) City water shall not be used for irrigation. Contact the irrigation district to determine where to connect or extend from to serve this site.
14) There is a 10 inch diameter sewer main running along the southern property line as shown on Record Drawing D-2078. The connection from the new onsite sewer to this existing sewer main will require the dedication of a 15 foot wide tract and paved maintenance access road. The design will need to provide vehicle access for an H20

load and 35-foot radius turns.

15) Sewer design shall provide vehicle access to all existing manholes along the parcel boundaries.
16) Sanitary sewer extension will be required at Developer expense. On the plans, provide a Sewer Comprehensive Plan for the subdivision meeting KMC 12.22.040.
17) Unused sewer connections shall be abandoned at the back of the sidewalk per COK Standard specification Section 3-4.02.
18) A sewer service shall be provided to each lot per KMC 14.22.020. Location per Std. Drawing 3-6.
19) All plans showing existing utilities shall call out the Record Drawing set number that installed the utilities. All plans need to clearly identify the size and type of water/sewer utility that is being proposed or connected to (i.e. “Existing 8-inch Water” or similar). Label private lines “Private”.
20) Provide a Comprehensive Stormwater plan managing the 25 year, 24 hour storm for the subdivision per KMC 14.28.045, City Standard Specifications Section 5-8 and Storm Management Manual of Eastern Washington (SMMEW). Design must include erosion control and conveyance of the upstream storm flow through the site as well as overflows at low points and the effect on downstream capacity.
21) All drywells or infiltration structures shall be installed behind the curb and gutter, and may not be installed under the street pavement.
22) Infiltration tests are required at the location and depth of the planned infiltration structures along with a soils log to 5 feet below that point. All underground infiltration structures must be designed and installed to meet the Washington State Underground Injection Control (UIC) Rule. Provide an assessment of the design against the UIC pretreatment requirements. Provide UIC registration numbers on the plans prior seeking the City’s signature.
23) The storm design shall account for the flows from the 36-inch storm line entering from S. Morain St. This is located on the south side of the parcel near the sewer main line along the southern parcel boundaries. This shall include the extension of the pipe to the east end of the site as well as an outlet grate, and rocked energy dissipation. This storm line and the existing sewer main shall share a tract, dedicated to the City. The design will need to provide vehicle access for an H20 load and 35-foot radius turns.
24) As part of all residential development construction plans, there shall be a separate schematic drawing which at a minimum, shows the power source(s), wiring diagram street light pole spacing and street permanent signing per COK Standard Specifications 6-02 and Specifications 7-10. Combine Signing, Striping, and Illumination Plans onto the same drawing with other elements left off.

25) All design and construction of the planned townhouses will be in compliance with the 2018 Washington State Amended International Residential Code (IRC), Washington State Energy Code (WSEC) and the Uniform Plumbing Code (UPC).
26) An inadvertent Discovery Plan shall be prepared and construction crew and staff will be trained and informed of the possibility of encountering archaeological material during ground disturbing activities.
27) The legal description for Parcel B shall be updated to reflect the Boundary Line Adjustment PLN-2019-01745, Auditor file number 2022-012335.
28) All utility and sidewalk easements requested by Public works will be shown on the Final Plat as indicated on the Preliminary Plat.

RECOMMENDATION

Staff recommends approval of the Preliminary Plat with conditions per above.

What will be the subdivision name be? It can not be similar to an existing subdivision names in the county.

525 SOUTH MORAIN STREET

A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 03, TWN. 08 N., RGE. 29 E. W.M.
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

N

GRAPHIC SCALE
0 20 40 80 FEET
1" = 40 FEET

See Public Works Utility Comments on this sheet and on attached memorandum.

VICINITY MAP
NOT TO SCALE

OWNER/APPLICANT

CREATIVE HOME PARTNERS, LLC
749 MCKINLEY STREET
ENUMCLAW, WA 98022-5043
PH: 206.496.9493
CONTACT: DAVID MAIN

CIVIL ENGINEER

AHBL INC.
5804 ROAD 90, SUITE H
PASCO, WA 99301
PH: 509.380.5883
CONTACT: KALEB MAPSTEAD

SURVEYOR

AHBL INC.
5804 ROAD 90, SUITE H
PASCO, WA 99301
PH: 509.380.5883
CONTACT: JOHN BECKER, PLS

SITE ADDRESS

525 SOUTH MORAIN STREET
KENNEWICK, WA 99336

PARCEL NO.

PARCEL: 1-0389-402-0040-016

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

VERTICAL DATUM

NAVD 1988 VERTICAL DATUM ON ORTHOMETRICALLY CORRECTED GPS OBSERVATIONS USING WSRN AND GEOID 2012A.

CITY OF KENNEWICK VERTICAL BENCHMARK K0886
ELEVATION=536.23

UTILITIES

WATER:	CITY OF KENNEWICK
SEWER:	CITY OF KENNEWICK
IRRIGATION:	KID
POWER:	BENTON PUD
COMM:	CHARTER
GAS:	CNGC
REFUSE:	WASTE MANAGEMENT

LAND USE TABLE

SITE AREA:	1.6 AC
TOTAL LOTS:	20
MIN. LOT AREA:	1920.00 SF
MAX LOT AREA:	4896.03 SF
AVERAGE LOT AREA:	2,777 SF
TOTAL ROW AREA:	0.43 AC
ZONE:	RM-6
LAND USE:	MEDIUM-DENSITY RESIDENTIAL

LEGAL DESCRIPTION

PARCEL A:

PER DEED OF TRUST AFN 2020-053485

A PORTION OF TRACT 40, THE HIGHLANDS PLAT 'B', ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 3, RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 40; THENCE NORTH 1° 00' EAST A DISTANCE OF 392.02 TO A POINT, WHICH IS THE TRUE POINT OF BEGINNING OF THIS DESCR IPTION; THENCE SOUTH 87° 16' EAST A DISTANCE OF 364.0 FEET; THENCE NORTH 1° 00' EAST A DISTANCE OF 119.66; THENCE NORTH 87° 16' WEST 364.0 FEET; THENCE SOUTH 1° 00' WEST 119.66 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID LOT 40 DESCRIBED IN STATUTORY WARRANTY DEED RECORDED JUNE 24, 2007 UNDER AUDITOR'S FILE NUMBER 2007-016298 LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE NORTH 0°13'10" WEST ALONG THE WEST LINE OF SAID LOT 341.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°30'44" EAST 112.20 FEET; THENCE SOUTH 0°08'10" EAST 76.68 FEET TO THE SOUTH LINE OF SAID WARRANTY DEED AND THE TERMINUS OF SAID DESCRIBED LINE.

EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF KENNEWICK FOR ROAD PURPOSES BY DEEDS RECORDED JUNE 18, 1999 AND JUNE 22, 1999, UNDER AUDITOR'S FILE NO. 1999-019771 AND 1999-020200.

PARCEL B:

PER STATUTORY WARRANTY DEED AFN 94-28831

PART 1
THE EAST 132 FEET AS MEASURED ALONG THE NORTH LINE OF THAT PORTION OF TRACT 40, THE HIGHLANDS PLAT 'B', DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 399 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ON SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°50'00" WEST, ALONG THE EAST LINE OF SAID TRACT, 252.98 FEET; THENCE SOUTH 81°43'00" WEST, 300.75 FEET; THENCE NORTH 01°00'00" EAST, 191.26 FEET; THENCE SOUTH 87°43'00" EAST, 35 FEET THENCE NORTH 01°00'00" EAST, 115.72 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION DEEDED TO BENTON COUNTY FOR ROAD PURPOSES, IN DEED RECORDED UNDER AUDITOR'S FILE NO. 311753.

PART 2
THAT PORTION OF TRACT 40, THE HIGHLANDS PLAT 'B', ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 3, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE NORTH LINE OF SAID TRACT 399 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ON SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°50'00" WEST, ALONG THE EAST LINE OF SAID TRACT, 252.98 FEET; THENCE SOUTH 81°43'00" WEST 300.75 FEET; THENCE NORTH 01°00'00" EAST, 191.26 FEET; THENCE SOUTH 89°43'00" EAST, 35 FEET; THENCE NORTH 01°00'00" EAST, 115.72 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING, EXCEPT THE EAST 132 FEET THEREOF; AND EXCEPT THAT PORTION DEEDED TO BENTON COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 311753.

ALL SITUATE IN THE CITY OF KENNEWICK, COUNTY OF BENTON, STATE OF WASHINGTON.

Know what's below. Call before you dig.

AHBL
TACOMA · SEATTLE · SPOKANE · TRI-CITIES
827 West First Avenue, Suite 220 Spokane, WA 99201
509.252.5019 TEL www.ahbl.com WEB

Project Title:
MORAIN STREET TOWNHOMES

Client:
CREATIVE HOME PARTNERS, LLC
749 MCKINLEY STREET
ENUMCLAW, WA 98022-5043

Job No.
2210889.10

Issue Set & Date:
PRELIMINARY PLAT
05.10.2022

BRIAN MATTHEW FITZPATRICK — STATE OF WASHINGTON — 21556 — REGISTERED PROFESSIONAL ENGINEER
05/10/2022

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1.
2.
3.
4.
Revisions:

Sheet Title:
COVER

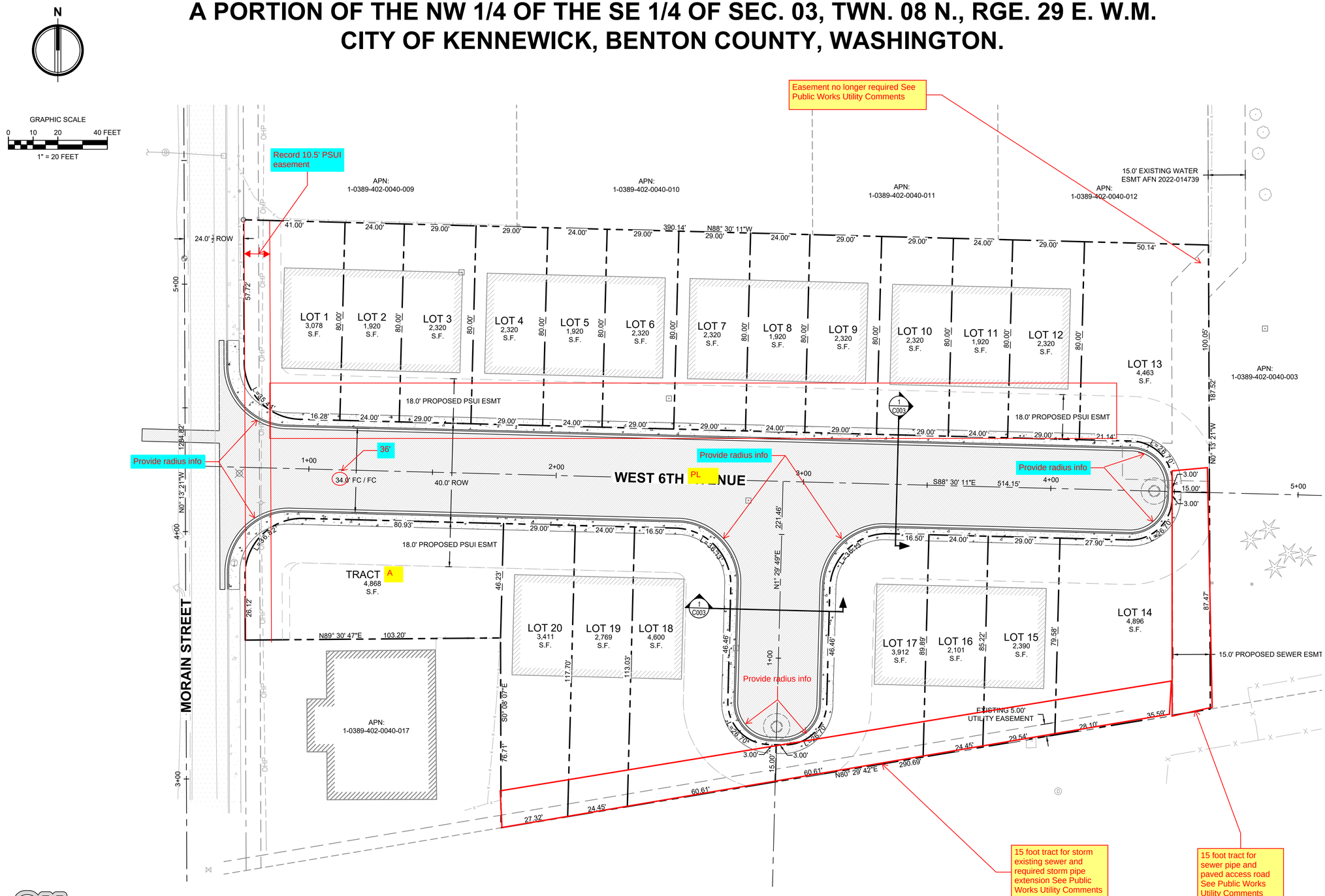
Designed by:	Drawn by:	Checked by:
KDM	KDM	EMF

Sheet No.
C001
1 of 5 Sheets

525 SOUTH MORAIN STREET

A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 03, TWN. 08 N., RGE. 29 E. W.M.

CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.



Know what's **below.** **Call** before you dig.

DATE: May 10, 2022 FILENAME: Q:\2021\2210889\10_CIV\CAD\2210889-SH-LOT LAYOUT.dwg

2210889-SH-LOT LAYOUT.DWG LOT LAYOUT

AHBL
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509.252.5019 TEL www.ahbl.com WEB

Project Title:
MORAIN STREET TOWNHOMES

Client:
CREATIVE HOME PARTNERS, LLC

749 MCKINLEY STREET
ENUMCLAW, WA 98022-5043

Job No.
2210889.10

Issue Set & Date:
PRELIMINARY PLAT

05.10.2022

BRIGIDA MATTHEW FITZPATRICK — STATE OF WASHINGTON — 21559 — REGISTERED PROFESSIONAL ENGINEER

05/10/2022

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Revisions:

Sheet Title:
LOT LAYOUT

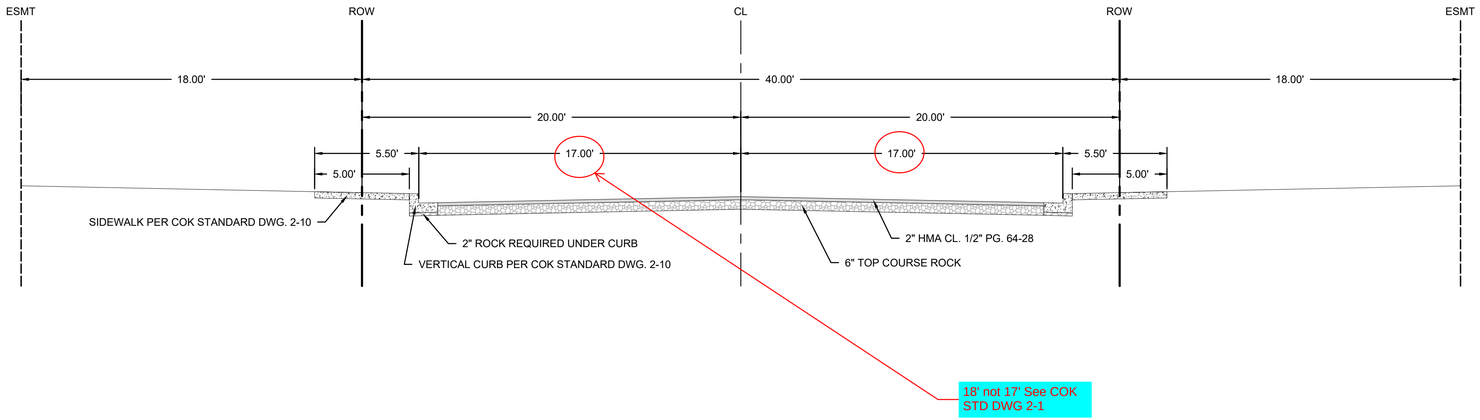
Designed by:	Drawn by:	Checked by:
KDM	KDM	EMF

Sheet No.
C002
2 of 5 Sheets

525 SOUTH MORAIN STREET

A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 03, TWN. 08 N., RGE. 29 E. W.M.

CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.



1 **LOCAL ACCESS ROADWAY SECTION**

NOT TO SCALE

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Project Title:

MORAIN STREET TOWNHOMES

Client:

CREATIVE HOME PARTNERS, LLC

749 MCKINLEY STREET
ENUMCLAW, WA 98022-5043

Job No.

2210889.10

Issue Set & Date:

PRELIMINARY PLAT

05.10.2022

ERIC MATTHEW FITZPATRICK
STATE OF WASHINGTON
21536
REGISTERED
PROFESSIONAL ENGINEER

05/10/2022

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Revisions:

Sheet Title:

ROAD DETAILS

Designed by:	Drawn by:	Checked by:
KDM	KDM	EMF

Sheet No.

C003

3 of 5 Sheets

525 SOUTH MORAIN STREET

A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 03, TWN. 08 N., RGE. 29 E. W.M.

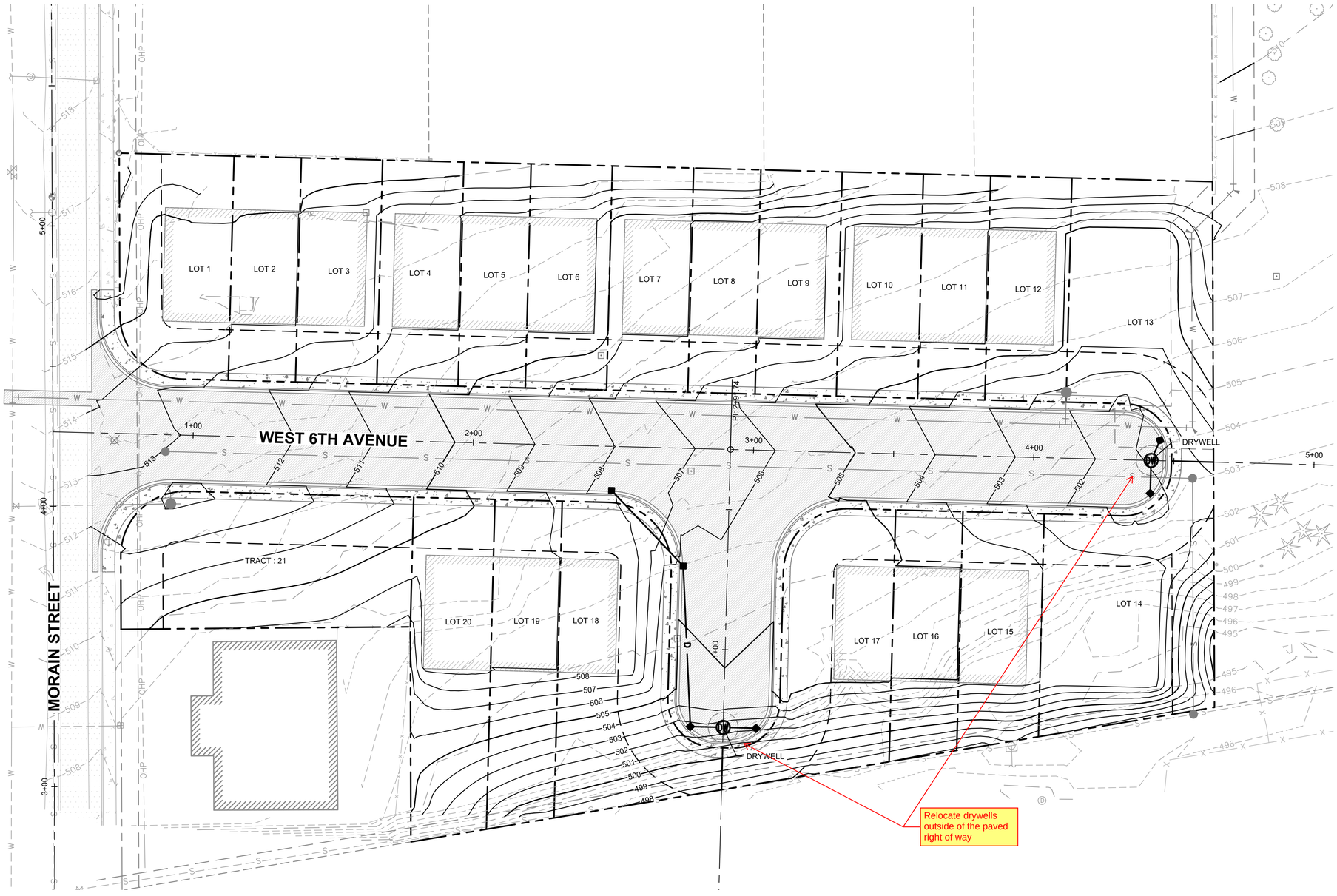
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

N

GRAPHIC SCALE

0 10 20 40 FEET

1" = 20 FEET



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Project Title:

MORAIN STREET TOWNHOMES

Client:

CREATIVE HOME PARTNERS, LLC

749 MCKINLEY STREET
ENUMCLAW, WA 98022-5043

Job No.

2210889.10

Issue Set & Date:

PRELIMINARY PLAT

05.10.2022

BRIAN MATTHEW FITZPATRICK — STATE OF WASHINGTON — 24001 — REGISTERED PROFESSIONAL ENGINEER

05/10/2022

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Revisions:

Sheet Title:

CONCEPTUAL GRADING & DRAINAGE PLAN

Designed by:	Drawn by:	Checked by:
KDM	KDM	EMF

Sheet No.

C004

4 of 5 Sheets

525 SOUTH MORAIN STREET

A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SEC. 03, TWN. 08 N., RGE. 29 E. W.M.

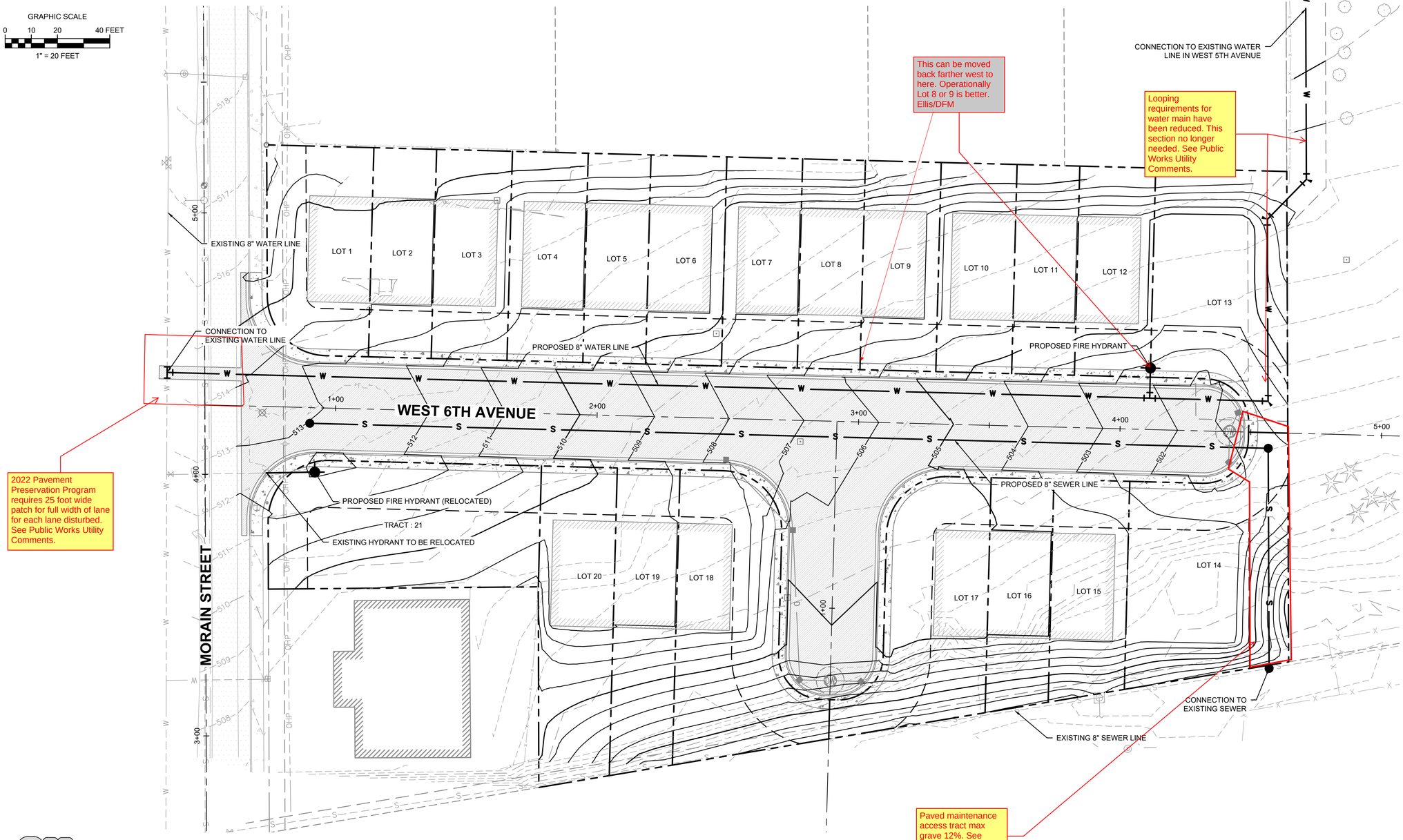
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

N

GRAPHIC SCALE

0 10 20 40 FEET

1" = 20 FEET



811 Know what's **below.** **Call** before you dig.

DATE: May 10, 2022 FILENAME: Q:\2021\2210889\10_CIV\CAD\2210889-SH-UTILITY.dwg

2210889-SH-UTILITY.DWG CONCEPTUAL UTILITY PLAN

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509.252.5019 TEL www.ahbl.com WEB

Project Title:

MORAIN STREET TOWNHOMES

Client:

CREATIVE HOME PARTNERS, LLC

749 MCKINLEY STREET
ENUMCLAW, WA 98022-5043

Job No.

2210889.10

Issue Set & Date:

PRELIMINARY PLAT

05.10.2022

BRIAN MATTHEW FITZPATRICK STATE OF WASHINGTON 22356 REGISTERED PROFESSIONAL ENGINEER

05/10/2022

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Revisions:

Sheet Title:

CONCEPTUAL UTILITY PLAN

Designed by:	Drawn by:	Checked by:
KDM	KDM	EMF

Sheet No.

C005

5 of 5 Sheets

EXHIBIT 3

SUBDIVISION

Issued By:

CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

62242201077

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

AHBL, INC.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Chicago Title Company of Washington
6416 W. Okanogan Avenue
Kennewick, WA 99336

Countersigned By:

Gary Duncan
Authorized Officer or Agent

CHICAGO TITLE INSURANCE COMPANY **GUARANTEE/CERTIFICATE NO. 62242201077**

ISSUING OFFICE:
Title Officer: Katie Hall Chicago Title Company of Washington 6416 W. Okanogan Avenue Kennewick, WA 99336 Phone: (509)735-1575 Fax: (509)735-0707 Main Phone: (509)735-1575 Email: Katie.Hall@ctt.com

SCHEDULE A

Liability	Premium	Tax
$1,000.00	$350.00	$30.10

Effective Date: May 4, 2022 at 12:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

For APN/Parcel ID(s): 103894020040016

All that portion of Tract 40, the Highlands Plat 'B', according to the plat thereof recorded in Volume 2 of Plats, page 3, records of Benton County, Washington, lying Westerly of a line being parallel with and 398.96 feet Easterly of the West line of said Tract; Except the North 115.72 feet thereof; also Except that portion lying Southerly of a line which begins at a point 378.96 feet North of the Southeast corner of said Tract 40 as measured along the East line thereof and terminates at a point which is 247.02 feet North of the Southwest corner of said Tract as measured along the West line thereof; and Except Revised Parcel B as shown on Record of Survey for Boundary Line Adjustment recorded in Volume 1 of Surveys at Page 5205 under Auditor's File Number 2019-020819; and Except the West 9.00 feet thereof for roads as dedicated under Auditor's File Numbers 1999-020200 and 1999-019771.

Title to said real property is vested in:

Peter Johnson amd Stacey Johnson, husband and wife

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

SCHEDULE B

1. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

   Tax Identification No.: 103894020040016
   Code Area No.: K24
   Fiscal Year: 2022
   Amount: $2,386.60
   Land: $108,200.00
   Improvements: $134,940.00

2. Assessment levied by Kennewick Irrigation District for the second half of the year 2022 in the sum of $260.27, which shall become delinquent if unpaid after October 31, 2022. Please contact 509-586-9111 for further information.

3. A deed of trust to secure an indebtedness in the amount shown below,

   Amount: $160,000.00
   Dated: December 24, 2020
   Trustor/Grantor: Peter G. Johnson and Stacey C. Johnson, husband and wife
   Trustee: Cascade Title Company
   Beneficiary: Yakima Federal Savings and Loan Association
   Loan No.: 08-70047922
   Recording Date: December 30, 2020
   Recording No.: 2020-053485

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: Public Utility District No. 1 of Benton County
   Purpose: Electrical transmission and/or distribution line
   Recording Date: June 9, 1955
   Recording No.: 341201
   Affects: The East 15 feet of the West 30 feet of Tract 40, the Highlands Plat B

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: Public Utility District No. 1
   Purpose: Electrical transmission and/or distribution line
   Recording Date: February 26, 1963
   Recording No.: 493331
   Affects: West 30 feet of Tract 40, The Highlands Plat 40

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Record Survey for Boundary Line Adjustment:

   Recording No: 2019-020819

SCHEDULE B
(continued)

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Record Survey for Boundary Line Adjustment:

   Recording No: 2022-12202

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of:	Peter and Stacey Johnson, husband and wife
Purpose:	Easement for Water Main
Recording Date:	May 2, 2022
Recording No.:	2022-14739
Affects:	Subject premises and other lands

END OF SCHEDULE B

EXHIBIT 4

March 15, 2022

Mr. Joe Seet, PE
City of Kennewick
1010 East Chemical Drive
Kennewick, WA 99336

Project: Morain Street Townhomes AHBL No. 2210889.10
Subject: Trip Distribution Letter

Project Description

The proposed project is located adjacent to South Morain Street and north of & West 7th Avenue. The project proposes to plat 20 lots and 1 tract to be given way for a mixture of single-family attached and detached housing. The proposed mixture is 18 single-family attached housing (tri-plex), 2 single-family detached dwellings, and 1 tract that will be given way for open space maintained by the development. The proposed plat will be developed on Parcel No. 1-0389-402-0040-016, a 1.6-acre parcel with a current residence that will be demolished and an extension of West 6th Avenue constructed to serve the project.

Zoning

The property is zoned RM-6 Medium Density Residential, where attached single-family and detached single-family are an allowed use.

Access Points

The site will access from an extension of West 6th Avenue, refer to preliminary plat documents.

Timing

The project is anticipated to be approved in spring 2022, with construction being completed by spring 2023.

Trip Generation

The trip generation characteristics for this project are best represented by the definitions and statistical research of the Institute of Transportation Engineers (ITE) manual, *Trip Generation, 11th Edition,* ITE Categories 210 & 215 “Single-Family Detached Housing” & “Single-Family Attached Housing”. These categories base trip generation on the number of dwelling units.

Civil Engineers
Structural Engineers
Landscape Architects
Community Planners
Land Surveyors
Neighbors

TRI-CITIES
5804 Road 90
Suite H
Pasco, WA 99301
509.380.5883 TEL

www.ahbl.com

Category Number	Unit Count	AM Peak Hr.		PM Peak Hr.		Sat Peak Hr.		Sun Peak Hr.	
		Avg. Rate	AM Peak	Avg. Rate	PM Peak	Avg. Rate	PM Peak	Avg. Rate	PM Peak
210	2	0.75	1.50	0.99	1.98	0.92	1.84	0.83	1.66
215	18	0.55	9.90	0.61	10.98	0.57	10.26	0.79	14.22
Total			**11.40**		**12.96**		**12.10**		**15.88**

Approximately 12 AM Peak Hour Trips, 13 PM Peak Hour Trips, 13 Saturday Peak Hour Trips, & 16 Sunday Peak Hour Trips are estimated to be generated from the proposed development at full buildout. Impacts to existing levels of service on South Morain Street are expected to be minimal. South Morain Street is functionally classified as a collector street with a current ADT of 2,664 based on City of Kennewick GIS. Collector streets see traffic counts ranging between 500 to 5,000 vehicles per day based on the 2040 Transportation System Plan. There appears to be enough capacity to handle the peak hour trips generated by this development.

If you have any questions, please call me at (509) 380-5883.

Sincerely,

Kaleb Mapstead
Project Engineer

KDM/

c:

ERICK MATTHEW FITZPATRICK
STATE OF WASHINGTON
51556
REGISTERED
PROFESSIONAL ENGINEER

05/10/2022

Q:\2021\2210889\10_CIV\NON_CAD\REPORTS\Traffic\20220315 Ltr (Trip Dist) 2210889.10.docx

EXHIBIT 5

Memorandum
Public Works

Leading the Way

To: Planning Department

From: Martin Nelson, Public Works Development Review Supervisor

Date: June 9, 2022

Re: Public Works Utility Comments

Project: SUB-2022-0013 – S Morain St Subdivision

1. Per the 2022, COK Pavement Preservation Program, S. Morain Street is assessed with a Pavement Condition Index of 83 requiring that a minimum 25-foot wide patch will be required and full width of travel lane(s) disturbed in S. Morain Street.
2. Developer will be required to provide construction of public or private roads, sidewalks, streetlights, storm drainage and designate sidewalk and utility easements per latest City of Kennewick (COK) and Specifications and Kennewick Municipal Code (KMC) Section 5.56. Coordinate with the Public Works Traffic Division for details of street and easement widths.
3. The maximum street grade per KMC 5.56.275 is 12%. Show grades on street centerline profile.
4. Label the proposed buildings with the number of floors and building type (example - 2 story townhomes).
5. The developer shall provide a complete water main system serving the development, increasing the water line size, as needed, to meet all pressure requirements as defined within the WAC 246-290-230 (MD, PH, & MD + FF) and fire flow required by the Fire Department. Include a Comprehensive Water Plan for the Subdivision on the plans meeting KMC 14.10.010.
6. There is a 12-inch water main located in S. Morain St. per Record Drawing F-2226. There is 4-inch water main in W. 5th Ave. per Record Drawing D-2191. There is a 3/4 inch water service in use by the current home at 525 S. Morain St.
7. Due to revisions in the City's application of water looping, a connection to 5th Ave. is no longer required. Instead, the waterline diameter past the last fire hydrant will be reduced to 6 inch as long as this will handle flow needed for the remaining residences. The intent of which is to maintain residual chlorine needed for safety.
8. A hydraulic analysis may be required for the subdivision meeting City's Water Comprehensive Plan.
9. The Developer shall provide and install one metered water service for each household or commercial building at their expense per KMC 14.13.020 and City of Kennewick Standard Drawing 3-6. The meter shall be placed as close to the main line as possible (not in a driveway or parking area) per KMC 14.12.080.

PUBLIC WORKS
1010 E. Chemical Drive * PO Box 6108 * Kennewick, WA 99336
(509) 585-4306 * Fax (509) 585-4451 * Martin.Nelson@ci.kennewick.wa.us

10. Unused water connection shall be abandoned at the mainline per COK Standard Specification Section 4-3.01
11. City water shall not be used for irrigation. Contact the irrigation district to determine where to connect or extend from to serve this site.
12. There is a 4-inch sewer service stubbed to the western parcel as shown on Record Drawing D-2226.
13. There is a 10 inch diameter sewer main running along the southern property line as shown on Record Drawing D-2078. The connection from the new onsite sewer to this existing sewer main will require the dedication of a 15 foot wide tract and paved maintenance access road. The design will need to provide vehicle access for an H20 load and 35-foot radius turns.
14. Sewer design shall provide vehicle access to all existing manholes along the parcel boundaries.
15. Sanitary sewer extension will be required at Developer expense. On the plans, provide a Sewer Comprehensive Plan for the subdivision meeting KMC 12.22.040.
16. Unused sewer connections shall be abandoned at the back of the sidewalk per COK Standard specification Section 3-4.02.
17. A sewer service shall be provided to each lot per KMC 14.22.020. Location per Std. Drawing 3-6.
18. All plans showing existing utilities shall call out the Record Drawing set number that installed the utilities. All plans need to clearly identify the size and type of water/sewer utility that is being proposed or connected to (i.e. “Existing 8-inch Water” or similar). Label private lines “Private”.
19. Provide a Comprehensive Stormwater plan managing the 25 year, 24 hour storm for the subdivision per KMC 14.28.045, City Standard Specifications Section 5-8 and Storm Management Manual of Eastern Washington (SMMEW). Design must include erosion control and conveyance of the upstream storm flow through the site as well as overflows at low points and the effect on downstream capacity.
20. All drywells or infiltration structures shall be installed behind the curb and gutter, and may not be installed under the street pavement.
21. Infiltration tests are required at the location and depth of the planned infiltration structures along with a soils log to 5 feet below that point. All underground infiltration structures must be designed and installed to meet the Washington State Underground Injection Control (UIC) Rule. Provide an assessment of the design against the UIC pretreatment requirements. Provide UIC registration numbers on the plans prior seeking the City’s signature.
22. The storm design shall account for the flows from the 36-inch storm line entering from S. Morain St. This is located on the south side of the parcel near the sewer main line along the southern parcel boundaries. This shall include the extension of the pipe to the east end of the site as well as an outlet grate, and rocked energy dissipation. This storm line and the existing sewer main shall share a tract, dedicated to the City. The design will need to provide vehicle access for an H20 load and 35-foot radius turns.

23. As part of all residential development construction plans, there shall be a separate schematic drawing which at a minimum, shows the power source(s), wiring diagram street light pole spacing and street permanent signing per COK Standard Specifications 6-02 and Specifications 7-10. Combine Signing, Striping, and Illumination Plans onto the same drawing with other elements left off.
24. This site requires a Public Works Construction Permit. You may apply for this by submitting the information below for Civil Plan Review through Kennewick's Self Service Portal at https://selfservice.ci.kennewick.wa.us/EnerGov_Prod/SelfService#/home:
    a. PDF copy of the Application for Civil Review and Storm Calculations, if required to retain the Stormwater on site.
    b. One full size (24"x36") PDF copy of the construction plans.
25. Construct all projects using current City Survey Data. After project completion, Record Drawings showing improvements made on the property will be required prior to acceptance of the construction permit(s). For detailed information on Kennewick Survey Data and Record Drawings go to COK website at https://www.go2kennewick.com/314/Civil-Plan-Review.

EXHIBIT 6

Building Safety Division
210 West 6th Avenue
Kennewick, WA 99336
Phone: (509) 585-4276
onestop@ci.kennewick.wa.us

Date: 05/23/22
Subj. SUB-2022-0013

Building Department Comments

1. All design and construction of the planned townhouses will be in compliance with the 2018 Washington State Amended International Residential Code (IRC), Washington State Energy Code (WSEC) and the Uniform Plumbing Code (UPC).
2. Each townhouse will require an individual building permit.
3. Depending on the design of the structure's, compliance with section R320 of the IRC may be required.
4.

Tony Ostoja ICC CBO
Building Official
Tony.Ostoja@ci.kennewick.wa.us
(509) 585-4387

The solemn duty of a Building Official, is the protection of health, safety and welfare of the public by creating safe buildings and communities

EXHIBIT 7

From:	DAHP SEPA (DAHP)
To:	Chris Bowman
Cc:	"christian.nauer@ctwsbnr.org"; careymiller@ctuir.org; Casey Barney; Corrine Camuso; Gregg Kiona; Jessica Lally; Kate Valdez; Noah Oliver
Subject:	RE: Notice of Application SUB-2022-0013 (DAHP Project Tracking # 2022-06-04157)
Date:	Wednesday, June 22, 2022 8:06:58 AM
Attachments:	image001.png image006.png image009.png

Hi Chris,

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

Our statewide predictive model indicates that there is a moderate to high probability of encountering cultural resources within the proposed project area. However, due to the small footprint of the project, DAHP is not requesting a cultural resources survey at this time. We do ask that you prepare an Inadvertent Discovery Plan (IDP) and prepare construction crews for the possibility of encountering archaeological material during ground disturbing activities.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

Thank you for the opportunity to comment on this project. Please ensure that the DAHP project Tracking Number is attached to any future communications about this project.

Should you have any questions, please feel free to contact me.

All the best,

Sydney Hanson, MA (she/her) **| Transportation Archaeologist**
360.280.7563 (cell) | sydney.hanson@dahp.wa.gov

Department of Archaeology & Historic Preservation | www.dahp.wa.gov
1110 Capitol Way S, Suite 30 | Olympia WA 98501
PO Box 48343 | Olympia WA 98504-8343

My schedule: M-F 7:00 AM – 3:30 PM

Please consider the environment before printing this email