



CITY COUNCIL REGULAR MEETING AGENDA
September 20, 2022 at 6:30 p.m.
City Hall Council Chambers and Virtual

The City of Kennewick broadcasts Council meetings on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts> and via Zoom. If you are unable to attend in person and wish to comment during one of the Visitors sections, please register at https://us02web.zoom.us/webinar/register/WN_bhqCJLzRei3HCqUYUfzJq. Registrations must be received by 4:00 p.m. on the day of the meeting.

The public can also submit comments by either filling out an online form at <https://www.go2kennewick.com/PublicComments> via e-mail to clerkinfo@ci.kennewick.wa.us, or submitting written comments to P.O. Box 6108, Kennewick, WA 99336. Comments must be received no later than 4:00 p.m. on the Monday before the meeting to be included in the Council packet.

1. CALL TO ORDER

- Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Service Recognitions – Joe Jackson 21-years (Police Department), Nathen Allington 25-years (Fire Department) and Brian Ellis 30-years (Fire Department)

2. VISITORS

Public comments for item(s) on the agenda not covered under a public hearing. Please limit your comments to three minutes. Records intended for Council consideration (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting for distribution to Council.

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Kennewick City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion.

- a. Minutes of Regular Meeting of September 6, 2022.
- b. Motion to approve Claims Roster - None.
- c. Motion to approve Payroll Roster for August 31, 2022.
- d. Motion to authorize the City Manager to sign the Interlocal Agreement with the Kennewick Housing Authority.
- e. Motion to authorize staff to sign the purchase and sale agreement for property located at W. 16th PL and 1607 S. Olympia PI and the Mayor and City Clerk to sign the closing documents.
- f. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of The Village at Southridge Phase 4, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

5. ORDINANCES/RESOLUTIONS

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

8. UNFINISHED BUSINESS

- a. Resolution 22-17: Legislative Prayer

9. VISITORS

Public comments for any item(s) the public wants to bring to Council. Please limit your comments to three minutes. Records intended for Council consideration (9 copies are required) must be given to the City Clerk by 4:00 p.m. on the Monday before the meeting for distribution to Council.

10. COUNCIL COMMENTS/DISCUSSION

11. ADJOURNMENT

CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
September 6, 2022

1. CALL TO ORDER

Mayor Bill McKay called the meeting to order at 6:30 p.m.

City Council and Staff Present:

John Trumbo	Lisa Beaton	Krystal Townsend
Brad Beauchamp	Cary Roe	Evelyn Lusignan
Loren Anderson	Terri Wright	John Cowling
Mayor Bill McKay	Dan Legard	
Marie Mosley	Nick Farline	
Anthony Muai	Chris Guerrero	
Christina Palmer	Chad Michael	

Mr. Anderson moved, seconded by Mr. Beauchamp to excuse the absence of Mayor Pro Tem Crawford, Mr. Torelli and Mr. Millbauer at tonight's meeting. The motion passed unanimously.

Mr. Beauchamp led the Pledge of Allegiance.

HONORS & RECOGNITIONS

- Attendance Awareness Month Proclamation

Mayor McKay invited Dr. LoAnn Ayers, President & CEO with United Way of Benton & Franklin Counties as he read the proclamation.

- Krystal Townsend, CMC Designation Recognition

Mayor McKay invited Krystal Townsend, Public Records Officer/Deputy City Clerk as he recognized her for obtaining the Certified Municipal Clerks Designation from the International Institute of Municipal Clerks.

- Terri Wright, MMC Designation Recognition

Mayor McKay invited Terri Wright, City Clerk as he recognized her for obtaining the Master Municipal Clerks Designation from the International Institute of Municipal Clerks.

2. VISITORS - None

3. APPROVAL OF AGENDA

Mr. Beauchamp moved, seconded by Mr. Anderson to approve the Agenda as presented. The motion passed unanimously.

4. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of August 16, 2022.
- b. (1) Motion to approve Claims Roster for July 2022.
(2) Motion to approve Claims Roster for Columbia Park Golf Course Account for July 2022.
(3) Motion to approve Claims Roster for the Toyota Center Operations and Box Office Accounts for June 2022.
- c. Motion to approve Payroll Roster for August 15, 2022.
- d. Motion to award Contract 22-033 (Union St Library HVAC) to Bruce Mechanical, Inc. in the amount of \$332,622.00 to upgrade the HVAC system at Mid-Columbia Library Building and authorize the City Manager to sign the contract.
- e. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat for Crimson Hills, contingent upon the completion of outstanding Public Works and Planning requirements.

- f. Motion to accept the work of Double J Excavating for contract P2018-21, Sharron-Rainier Waterline Project, in the amount of \$529,636.66.
- g. Motion to authorize the City Manager to sign the License Agreement for 318 East 45th Avenue with Greg and Alice Webber.
- h. Motion to approve amending the fleet replacement budget by \$285,000 and authorize the purchase of 29 Police vehicles from Bud Clary Ford in the amount of \$1,522,935.45.
- i. Motion to award Contract P2206 West 6th Ave Sidewalk (CDBG) contract to Ellison Earthworks LLC in the amount of \$194,987.40 plus a 10% contingency amount of \$19,498.74, for a total amount of \$214,486.14.
- j. Motion to approve the appointment of Nic Woody to the Lodging Tax Advisory Committee.
- k. Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA contractors.
- l. Motion to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the Final Plat of Southridge Townhome Estates Phase 1, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.
- m. Motion to authorize the Mayor to sign the letter addressed to Governor Inslee regarding potential breaching or removal of the Lower Snake River Dams.

Mr. Beauchamp moved, seconded by Mr. Anderson to approve the Consent Agenda. The motion passed unanimously.

5. ORDINANCE/RESOLUTIONS

- a. Resolution 22-17: Legislative Prayer.

Mr. Beauchamp moved, seconded by Mr. Anderson to postpone Resolution No. 22-17 for further discussion at the workshop on September 13th and final action on September 20th. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS - None

7. NEW BUSINESS - None

8. UNFINISHED BUSINESS - None

9. VISITORS

Tina Gregory, Kennewick – Spoke about our constitutional rights and various items.

Tia Marie Bewlay, Kennewick – Spoke about nuisance issues with neighbor.

10. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

11. ADJOURNMENT

Meeting was adjourned at 7:07 p.m.

Terri L. Wright, MMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	4.c.	Council Date	09/20/2022
Agenda Item Type	General Business Item		
Subject	Payroll Roster for PPE 8/31/2022		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That Council approve the Payroll Roster.

Motion for Consideration

I move to approve the Payroll Roster for 8/31/2022 in the amount of \$2,018,479.72 comprised of check numbers 75886 through 75894 and direct deposit numbers 205690 through 206134.

Summary

None.

Alternatives

None.

Fiscal Impact

Total: \$2,018,479.72.

Through

Dept Head Approval

City Mgr Approval

Dan Legard	
Sep 01, 14:23:48 GMT-0700 2022	
Marie Mosley	
Sep 15, 01:59:34 GMT-0700 2022	

Attachments: Roster

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Recording
Required?

September 20, 2022

All Departments:

August 31, 2022

ADMINISTRATIVE TEAM	2,492.64
CITY COUNCIL	4,700.00
CITY MANAGER	12,505.15
CIVIL SERVICE	3,864.35
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	33,748.64
EMPLOYEE & COMMUNITY RELATIONS	53,742.29
ENGINEERING	63,291.34
FACILITIES & GROUNDS	90,416.18
FINANCE	54,241.08
FIRE	95,087.27
LEGAL SERVICES	19,686.53
MANAGEMENT SERVICES	89,548.18
POLICE	497,693.49
	<hr/>
Subtotal General Fund	1,021,017.14
STREETS	28,827.20
TRAFFIC	25,523.47
	<hr/>
Subtotal Street Fund	54,350.67
BI-PIN	10,623.90
BUILDING SAFETY	45,899.95
COMMUNITY DEVELOPMENT	3,677.37
CRIMINAL JUSTICE	48,985.61
EQUIPMENT RENTAL	14,093.75
MEDICAL SERVICES	350,646.16
RISK MANAGEMENT	4,026.69
STORMWATER UTILITY	22,368.61
WATER & SEWER	158,800.40
	<hr/>
Subtotal Other Funds	659,122.44
Total Salaries and Wages	1,734,490.25
 <u>Benefits:</u>	
Industrial Insurance	46,691.29
Medical Retirement Account	3,300.00
Retirement	129,177.96
Social Security (FICA)	102,169.03
WA Family Leave	2,651.19
	<hr/>
	283,989.47
Total Benefits	
Grand Total	\$2,018,479.72

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,018,479.72 comprised of check numbers 75886 through 75894 and direct deposit numbers 205690 through 206134.

Approved for payment:



 Dan Legard, Finance Director

Council Agenda Coversheet	Agenda Item Number	4.d.	Council Date	09/20/2022	Consent Agenda	<input checked="" type="checkbox"/>	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	<input type="checkbox"/>
	Subject	Kennewick Housing Authority Interlocal Agreement				Public Mtg / Hrg	<input type="checkbox"/>
	Ordinance/Reso #		Contract #		Other	<input type="checkbox"/>	
	Project #		Permit #		Quasi-Judicial	<input type="checkbox"/>	
	Department	Finance					

Recommendation

Approve the Kennewick Housing Authority Interlocal Agreement as presented.

Motion for Consideration

I move to authorize the City Manager to sign the Interlocal Agreement with the Kennewick Housing Authority.

Summary

The agreement with the Kennewick Housing Authority (KHA) formalizes a partnership in which an estimated 3.7 acres of the 9.5 acre City Shops property would be repurposed for a 52-unit housing community. Purchasing and Fleet operations and storage functions for Public Works, Parks, and Police will continue on the remaining 6 acre city-owned parcel.

Based on the need for affordable housing and the provision of the Housing Cooperation Law, which permits cities to assist housing authorities to develop affordable housing, the interlocal agreement terms obligate the City to subdivide the property at 414 E 10th Ave. to create a 3.7 acre parcel, clear the newly created parcel of city operations and equipment, amend the code to allow for public housing authority projects to be a permitted use in the Public Facility zone, and establish a purchase price commensurate with a cooperative affordable housing project.

The KHA is obligated to apply for funding to purchase the property, complete the off-site infrastructure (bond for frontage improvements), and construct a 52-unit multifamily community; and negotiate with the City a purchase and sale agreement.

Alternatives

None recommended.

Fiscal Impact

The preliminary estimate to relocate storage, vehicle wash down equipment, security fencing, and utilities from the 3.7 acres is \$470,000. Income from the sale of the property to offset land preparation costs will be contingent on purchase and sale negotiations.

Through	Emily Estes-Cross Sep 14, 12:16:34 GMT-0700 2022	Attachments: Agreement 1 Agreement 2
Dept Head Approval	Evelyn Lusignan Sep 14, 12:53:21 GMT-0700 2022	
City Mgr Approval	Marie Mosley Sep 15, 02:05:43 GMT-0700 2022	
		<input type="checkbox"/> Recording Required?

**INTERLOCAL AGREEMENT
414 EAST 10th AVENUE
AFFORDABLE HOUSING PARTNERSHIP**

I. PARTIES

This Interlocal Agreement is entered into this ____ day of _____, 2022, between the City of Kennewick, a Washington municipal corporation, (“City”) and the Housing Authority City of Kennewick, a Washington municipal corporation, (“KHA”) referred to collectively as the “Parties”. The Parties agree as follows:

II. RECITALS

2.1 Development Authority. The City and the KHA are authorized under chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other in order to effectively and efficiently operate, administer and carry out their programs and public projects.

2.2 Joint Participation in the Department of Ecology Toxic Clean Up Program. In 2018, the City, in partnership with KHA, applied for and received a \$200,000 Department of Ecology grant (Department of Ecology Agreement No. TCPHH-1921-Kennew-00152) to conduct environmental due diligence and a housing market analysis in consideration of redeveloping the “Project Area” identified in Section 2.6 herein into 110 affordable housing units in partnership with KHA.

2.3 Need for Affordable Housing. Both parties acknowledge that the Tri-Cities area and more specifically the city of Kennewick lacks sufficient affordable housing opportunities for the residents of Kennewick. The rental vacancy rate, as noted in the Kidder-Matthews Market Study, dated March 2, 2022, and contracted for as a part of the scope of work for the City’s Department of Ecology Agreement No. TCPHH-1921-Kennew-00152, indicates the affordable housing vacancy rate is currently 0.0%. The majority of housing development within the Kennewick area is concentrated on market rate, or high-end housing development, and those units are seldom affordable to residents seeking affordable housing opportunities.

2.4 Housing Cooperation Law (HCL). Under Chapter 35.83 RCW, the Washington State Legislature has found and declared that the assistance herein provided by housing authorities constitutes a public use and purpose and is an essential governmental function for which public moneys may be spent, and other aid given; that it is a proper public purpose for any state public body to aid any housing authority operating within its boundaries or jurisdiction or any housing project located therein, as the state public body derives immediate benefits and advantages from such a project; and that these projects are necessary in the public interest.

2.5 Cooperation in Undertaking Housing Projects. For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of housing projects under Chapter 35.83 RCW (and specifically RCW 35.83.030) and located within the area in which it is authorized to act, any state public body may upon such terms, with or without consideration, as it may

determine dedicate, sell, grant, convey, or lease any of its interest in any property, or grant easements, licenses or any other rights or privileges therein to a housing authority.

2.6 Phase 1 Project Area. The City owns a 9.47 acre parcel located at 10th Avenue and Gum Street in Kennewick which is depicted in Exhibit A attached hereto and incorporated herein. The City will relocate the laydown and storage yards and vehicle wash-down equipment on the south approximately 3.7 acres of the property, identified as the Phase 1 Project Area in Exhibit A, for affordable housing. The north portion of the property, containing the City Shops and storage buildings, will continue operating until funding is secured to relocate the facilities.

2.7 Opportunity for Collaborative Housing Project. The City is looking at moving its 10th Avenue Shops operations to the Dan Frost Municipal Complex in phases. The KHA is looking for property to develop a low-income multi-family housing development and is willing to develop its affordable housing project in phases. The City is willing to subdivide its 10th and Gum Street property to create a parcel (approximately 3.7 acres in size), identified as the Phase 1 Project Area (Exhibit A), which will be sold to KHA for a 52-unit affordable housing project. The Parties intend that the balance of the property will be sold to KHA at a future undetermined date for the continued development of affordable housing in Kennewick. This Interlocal Agreement will provide the framework for the Parties to complete the much-needed affordable housing project in Kennewick. The Parties agree and acknowledge that this Agreement does not commit either party to buy, sell or otherwise engage in any transaction involving the transfer or conveyance of real property, and the sale of any real property shall be memorialized in separate transaction documents to be approved by the governing legislative bodies of the City and KHA.

III. OBLIGATIONS OF THE PARTIES

3.1.1 The City:

- (a) will secure a record survey;
- (b) will work with KHA on applying for a Binding Site Plan which when recorded will create the parcel;
- (c) will support a code amendment to allow public housing authority construction of housing for individuals at or below 60 percent area median income to be a permitted use in the Public Facility zone;
- (d) will surplus the parcel so that it can be sold to the KHA;
- (e) will clear the parcel of city operations, property storage and equipment, and relocate fencing to the dividing parcel line, the cost of which is estimated to be approximately \$470,000; and
- (f) will work with KHA to negotiate a purchase and sale agreement with a purchase price that factors in the costs to the City to prepare the property, the assessed value and fair market value. The City will utilize the authority granted applicable law and regulation, including but not limited to Chapter 35.83 RCW, to set the purchase price of the parcel commensurate with a cooperative affordable housing project which meets a needed proper public purpose on behalf of the citizens of Kennewick.

3.1.2 The KHA:

- (a) will apply for Benton County 2060 and 1406 funds or other housing funds to purchase the parcel from the City in the fall/winter of 2022, once the County RFP is released;
- (b) will apply for CDBG funding for off-site infrastructure for this project and will apply for other available federal, state, and/or local housing development funding to construct the 52-unit multi-family community; and
- (c) will bond for and construct the required frontage improvements from the Binding Site Plan approval conditions as a part of the construction of the multi-family structures; and
- (d) will work with the City to negotiate a purchase and sale agreement in accordance with applicable law and regulation, including but not limited to Chapter 35.83 RCW, to set the purchase price of the parcel commensurate with a cooperative affordable housing project which meets a needed proper public purpose on behalf of the citizens of the City.

IV. ADMINISTRATION

4.1 This Agreement shall be administered by the City Manager or their designee, and the KHA Executive Director or their designee:

Working in partnership and on behalf of their respective agencies these individuals shall be responsible for:

- (a) Monitoring progress of the Parties and other agencies in the fulfillment of their respective responsibilities;
- (b) Providing periodic progress reports; and
- (c) Follow applicable bid and prevailing wage law policies and procedures when awarding bids for this project.

4.2 Document Review. The Parties shall cooperate by sharing all relevant information, including planning, financial and environmental documents, to the extent allowed by law.

4.3 Expenses and Financial Contingency. Except as otherwise provided, the obligations of each Party shall be performed at the sole expense of said Party.

V. GENERAL

5.1 Amendment. This Agreement shall not be altered or varied except in writing signed by each Party.

5.2 Governing Law. Each of the Parties has independent authority to contract; and, this Agreement is pursuant to that authority and shall be governed by, construed and enforced in accordance with the substantive laws of the State of Washington.

5.3 Venue. The venue for any action arising out of this Agreement shall be the Superior Court for Benton County.

5.4 Non Waiver. Nothing in this Agreement and no actions taken pursuant to this Agreement shall constitute a waiver or surrender of any rights, remedies, claims or causes of action a Party may have against the other Party or others under any provision of this Agreement or any provision of law.

5.5 Agreement Term. The term of Agreement shall commence on its execution by both Parties and end when KHA completes construction of the Phase I affordable housing project and obtains a Certificate of Occupancy for the 52-unit complex. (“Agreement Term”).

5.6 Inspection of Records and Filing. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the Parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

5.7 No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the joint acquisition, holding or disposing of real or personal property anticipated.

5.8 Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

5.9 Defense and Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expense (including attorneys’ fees and witness costs) arising from or in connection with or caused by any act, omission, or negligence of such indemnifying party.

5.10 Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Parties with respect to the subject matter hereof.

5.11 Breach. In the event of a breach of this Agreement, the non-breaching Party shall retain all legal and equitable remedies against the breaching Party.

VI. EXECUTION AND APPROVAL

6.1 Warranty of Authority. Each Party to this Agreement warrants that it has the authority to enter into this Agreement.

6.2 Execution. The person executing for a respective Party has been duly authorized to and does execute the Agreement on behalf of that respective Party.

CITY OF KENNEWICK

By: _____
MARIE MOSLEY, City Manager

Approved as to form:

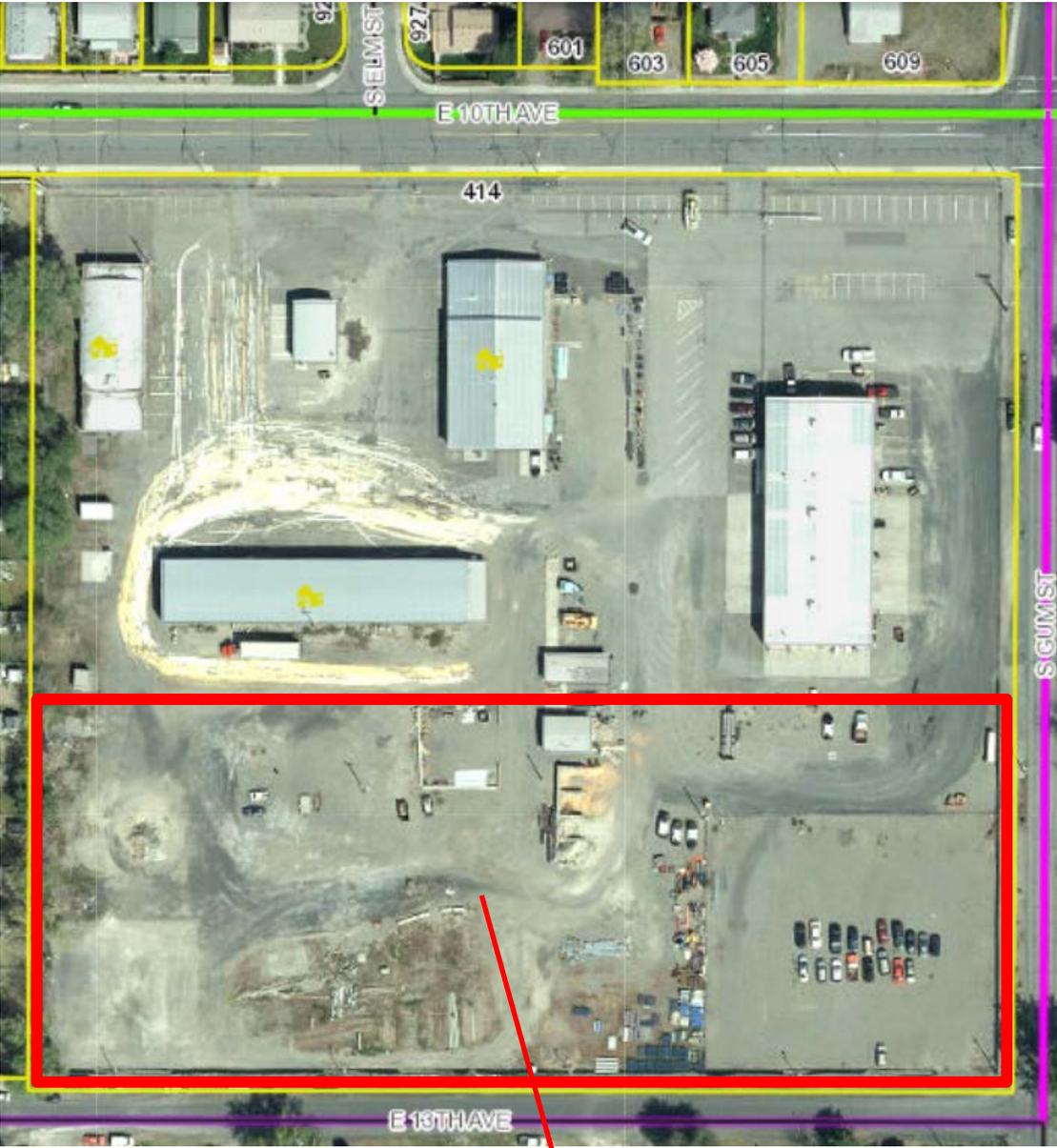
LISA BEATON, City Attorney

KENNEWICK HOUSING AUTHORITY

By: _____
LONA HAMMER, Executive Director

Approved as to form:

EXHIBIT A
414 E 10th Avenue



Phase 1 Project Area
Approximately 3.7 acres

Council Agenda Coversheet



Agenda Item Number	4.e.	Council Date	09/20/2022
Agenda Item Type	Contract/Agreement/Lease		
Subject	Sale of Surplus Property 2 Lots - Parks Hills Park		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Parks & Recreation		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Staff recommends City Council authorize staff to sign the purchase and sale agreement for property located at W. 16th PL and 1607 S. Olympia PI and the Mayor and City Clerk to sign the closing documents.

Motion for Consideration

I move to authorize staff to sign the purchase and sale agreement for property located at W. 16th PL and 1607 S. Olympia PI and the Mayor and City Clerk to sign the closing documents.

Summary

The City owns Parcel NO. 1-1289-203-0010-001 located at W. 16th PL and Parcel NO. 1-1289-203-0010-012 located at 1607 S. Olympia PI. On June 7, 2022 Council adopted Resolution 22-11 which declared the property surplus and authorized staff to negotiate the sale of the property. Staff has negotiated a sale through Retter & Company Sotheby's International Realty with a sales price of \$117,000 for Parcel No.1-1289-203-0010-001 and \$115,000 for Parcel No. 1-1289-203-0010-012. In negotiating this price staff evaluated recent comparable sales, appraised value, and Council required net sale parameters. Anticipated closing date of October 7, 2022.

Alternatives

Not accepting the offer and trying to sell for a higher amount, would require additional costs by the City through staff time and additional costs for maintenance of the park property.

Fiscal Impact

Net proceeds from the sale of the property.

Through

Dept Head Approval

City Mgr Approval

Nick Farline	
Sep 14, 13:59:44 GMT-0700 2022	
Marie Mosley	
Sep 15, 02:14:52 GMT-0700 2022	

Attachments: Agreement

Recording
Required?

Form 25
Vacant Land PSA
Rev. 3/21
Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT Specific Terms

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

9-21-22 DM 9/20/22

- 1. **Date:** August 31, 2022 **MLS No.:** 264010 **Offer Expiration Date:** September 1, 2022
- 2. **Buyer:** Landmark Homes Buyer Status
- 3. **Seller:** City of Kennewick Seller
- 4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): 112892030010012, _____, _____
Lot 12 Park Hills-1607 S Olympia PL, Kennewick, WA 99337
Address City County State Zip
- 5. **Purchase Price:** \$ 115,000.00 Dollars
- 6. **Earnest Money:** \$ 5,000.00 Check; Note; Wire; Other
Delivery Date 3 days after mutual acceptance; to be held by Buyer Brokerage Firm; Closing Agent
- 7. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- 8. **Title Insurance Company:** Benton Franklin Title
- 9. **Closing Agent:** Dina McMahon Company Individual (optional)
- 10. **Closing Date:** October 14, 2022 ; **Possession Date:** on Closing; Other _____
- 11. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
- 12. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
- 13. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
- 14. **Subdivision:** The Property must be subdivided before _____; is not required to be subdivided
- 15. **Feasibility Contingency Expiration Date:** _____ days after mutual acceptance; Other _____
- 16. **Agency Disclosure:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented
- 17. **Addenda:** Title Contingency, Form 22k, Lot Addenda

DocuSigned by:

Dan Marsolek 8/31/2022

Buyer Signature <u>Landmark Homes</u> Date	Seller Signature <u>City of Kennewick</u> Date
Buyer Signature Date	Seller Signature Date
Buyer Address	Seller Address
City, State, Zip	City, State, Zip
Buyer Phone No. Fax No.	Seller Phone No. Fax No.
Buyer E-mail Address	Seller E-mail Address
Retter & Company SIR	Retter & Company SIR
Buyer Brokerage Firm MLS Office No.	Listing Brokerage Firm MLS Office No.
Sandra Questad	David Retter
Buyer Broker (Print) MLS LAG No.	Listing Broker (Print) MLS LAG No.
(509)783-8811 (509)783-8811 (509)783-4924	(509)783-8811
Firm Phone No. Broker Phone No. Firm Fax No.	Firm Phone No. Broker Phone No. Firm Fax No.
contracts@rcsothebysrealty.com	contracts@rcsothebysrealty.com
Firm Document E-mail Address	Firm Document E-mail Address
sandraq@rcsothebysrealty.com	dretter@rcsothebysrealty.com
Buyer Broker E-mail Address	Listing Broker E-mail Address
116240 3077	209 3077
Buyer Broker DOL License No. Firm DOL License No.	Listing Broker DOL License No. Firm DOL License No.

VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive

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DM 8/31/2022

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

f. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

h. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- j. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
 - i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.


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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

- q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept the counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 163-167
 - r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 169-171
 - s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 172-181
 - t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 182-190
 - u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term u. 191-210
- Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. 211-212
- v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 213-215

 8/31/2022

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

	8/31/2022						
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 31, 2022 1
between Landmark Homes ("Buyer") 2
Buyer Buyer
and City of Kennewick ("Seller") 3
Seller Seller
concerning Lot 12 Park Hills-1607 S Olympia PL, Kennewick, WA 99337 ("the Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have 5 6
days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. 10

Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 11
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 12
disapproved exceptions. 13

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 14
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 15
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 16
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 17

2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 18
then the above time periods and procedures for notice, correction, and termination for those new exceptions 19
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 20
necessary to accommodate the foregoing times for notices. 21

3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 22
as provided for in the Agreement. 23

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8/31/2022
Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 31, 2022 1
between Landmark Homes ("Buyer") 2
Buyer Buyer
and City of Kennewick ("Seller") 3
Seller Seller
concerning Lot 12 Park Hills-1607 S Olympia PL, Kennewick, WA 99337 (the "Property"). 4
Address City State Zip

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT: 8
Name City of Kennewick e-mail or website (optional) 9
Address _____ 10

SEWER DISTRICT: 11
City, State, Zip City of Kennewick Fax No. (optional) 12
Name _____ e-mail or website (optional) 13
Address _____ 14

IRRIGATION DISTRICT: 15
City, State, Zip KID Fax No. (optional) 16
Name _____ e-mail or website (optional) 17
Address _____ 18

GARBAGE: 19
City, State, Zip Waste Management Fax No. (optional) 20
Name _____ e-mail or website (optional) 21
Address _____ 22

ELECTRICITY: 23
City, State, Zip Beaton Co PUD Fax No. (optional) 24
Name _____ e-mail or website (optional) 25
Address _____ 26

GAS: 27
City, State, Zip N/A Fax No. (optional) 28
Name _____ e-mail or website (optional) 29
Address _____ 30

SPECIAL DISTRICT(S): 31
(local improvement districts or 32
utility local improvement districts) 33
Name _____ e-mail or website (optional) 34
Address _____ 35
City, State, Zip _____ Fax No. (optional) 36

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29
within 5 days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30
Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property 31
and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and 32
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

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**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

SELLER: City of Kennewick 1
Seller Seller

To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information. 2 3 4 5

INSTRUCTIONS TO THE SELLER 6

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller. 7 8 9 10 11

NOTICE TO THE BUYER 12

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT LOTS 1 AND 12 BLOCK 10 PARK HILLS 2nd CITY Kennewick STATE WA, ZIP 99336, COUNTY Benton ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 13 14 15 16

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. 17 18 19 20 21 22 23

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 24 25 26

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES. 27 28 29 30 31 32 33

Seller [] is/ [] is not occupying the Property. 34

I. SELLER'S DISCLOSURES: 35

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet. 36 37

1. TITLE 38

- | | YES | NO | DON'T KNOW | N/A | |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-------|
| A. Do you have legal authority to sell the property? If no, please explain | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40 |
| *B. Is title to the property subject to any of the following? | | | | | 41 |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 42 |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 43 |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 44 |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45 |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 46 |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 47 |
| *E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48 49 |

NF 8/21/22
SELLER'S INITIALS Date SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**
 (Continued)

	YES	NO	DON'T KNOW	N/A	
					94
					95
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	96
If so, please identify the entity that supplies irrigation water to the property:					97
<u>Kennelwick Irrigation District</u>					98
C. Outdoor Sprinkler System					99
(1) Is there an outdoor sprinkler system for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
*(2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	101
*(3) If yes, is the sprinkler system connected to irrigation water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
3. SEWER/SEPTIC SYSTEM					103
A. The property is served by:					104
<input checked="" type="checkbox"/> Public sewer system					105
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					106
<input type="checkbox"/> Other disposal system					107
Please describe: _____					108
B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
C. If the property is connected to an on-site sewage system:					111
*(1) Was a permit issued for its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	112
*(2) Was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	113
(3) Is the septic system a pressurized system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	114
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	115
*(5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	117
If no, please explain: _____					118
*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	119
4. ELECTRICAL/GAS					122
A. Is the property served by natural gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
B. Is there a connection charge for gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	124
C. Is the property served by electricity? <u>AT LEAST ONE LOT</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
D. Is there a connection charge for electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	126
*E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
5. FLOODING					128
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129

NE 8/18/22
 SELLER'S INITIALS Date SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**
 (Continued)

	YES	NO	DON'T KNOW	N/A	
6. SOIL STABILITY					130
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
7. ENVIRONMENTAL					133
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	135
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	136
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	138
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	140
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	141
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	142
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
*K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	144
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					150
A. Is there a homeowners' association?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	151
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					152
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	153
\$ _____ per [] month [] year					154
[] Other: _____					155
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	156
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	157
9. OTHER FACTS					162
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164

NE 8/29/22
 SELLER'S INITIALS Date SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY
(Continued)

	YES	NO	DON'T KNOW	N/A	166 167
*C. Is the property classified or designated as forest land or open space?	[]	[X]	[]	[]	168
D. Do you have a forest management plan? If yes, attach.	[]	[X]	[]	[]	169
*E. Have any development-related permit applications been submitted to any government agencies? ..	[]	[X]	[]	[]	170
If the answer to E is "yes," what is the status or outcome of those applications?					171 172
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	[X]	[]	[]	[]	173 174
10. FULL DISCLOSURE BY SELLERS					175
A. Other conditions or defects:					176
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	[]	[]	[X]	[]	177 178
B. Verification					179
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					180 181 182 183
_____ Seller		8/29/22			184
				_____ Date	185

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

_____ 186

_____ 187

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**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**
(Continued)

II. NOTICES TO THE BUYER 213

1. SEX OFFENDER REGISTRATION 214

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 215
216
217

2. PROXIMITY TO FARMING/WORKING FOREST 218

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 219
220
221
222

3. OIL TANK INSURANCE 223

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY. 224
225
226

III. BUYER'S ACKNOWLEDGEMENT 227

1. BUYER HEREBY ACKNOWLEDGES THAT: 228

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 229
230
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party. 231
232
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 233
234
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 235
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 236
237

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 238
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243

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 244
245
246

Van Marsden 8/31/2022
59B8C7674721493
Buyer _____ Date _____ Buyer _____ Date _____ 247
248

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 249

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure. 250
251

Van Marsden 8/31/2022
59B8C7674721493
Buyer _____ Date _____ Buyer _____ Date _____ 252
253

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 254

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. 255
256
257

Buyer _____ Date _____ Buyer _____ Date _____ 258
259

NF 8/29/22
SELLER'S INITIALS Date SELLER'S INITIALS Date

EXHIBIT A

File No.: TBD

For APN/Parcel 1-1289-203-0010-012
ID(s):

Block 10, Lot 12; Section 12, Township 8 North, Range 29 East, W.M., Park Hills
Second Addition.

Address: 1607 S Olympia Pl Kennewick, WA 99337

DocuSigned by:

8/31/2022
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VOL 304 PAGE 80
PROTECTIVE COVENANTS
of
PARK HILLS SECOND ADDITION

693925
E. A. Curtis
Dec 29 2 33 PM '75
204

DS
DM

8/31/2022

We, the undersigned, E. Ardell Curtis and Sue T. Curtis, his wife, owners of Park Hills Addition, with the following described realty being a portion thereof, in Benton County, Washington:

The Northwest Quarter of Section 12, TWP, 8 North, Range 29 East, W.M., except the North 850 feet thereof, and except the South 600 feet of the East 500 feet thereof.

INDEXED BY
CHECKED BY

hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition and the described realty may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, for the benefit and limitation upon all future owners of said addition, and the above described realty, this declaration of restrictions being designed for the sole purpose of keeping said addition desirable and suitable in architectural design and use.

The plat as platted and the dedication heretofore made are to be governed by the following restrictions and covenants until on or about the first day of January 1995, at which time said covenants shall be automatically extended for a successive period of ten years unless by vote of the majority of the then owners of the lots herein described, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the restrictions and covenants, it shall be lawful for any other person or persons owning any real property hereinabove described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

The architectural control committee is composed of:
E. Ardell Curtis
Sue T. Curtis
Arvon B. Curtis

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members

PROTECTIVE COVENANTS OF PARK HILLS SECOND ADDITION

Page 2

of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant. At any time, the then recorded owners of a majority of the lots shall have the power to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve plans and specifications within 30 days after these have been submitted to it, the related covenants will be deemed to have been complied with.

2. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence.

3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. The grantors, for themselves and their successors and assigns, dedicate easements for public utility purposes, and the utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct or repair domestic and irrigation water pipelines, telephone lines and lines for the delivery of electrical energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owner of the land affected by said easements. In addition, a five-foot drainage easement is hereby granted on each lot line.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, or exceed a total of two animals per household.

6. No sign of any kind shall be placed or displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent. However, during the construction and sales period, signs used by all builders or developers to advertise the property may be permitted if not more than 31 square feet in size. The original subdivision sign may be 64 feet in size.

7. Each and every structure erected within said addition shall be maintained at all times in a neat and clean condition with reference to all exterior surfaces. All lawns and landscaping shall be maintained and kept in the same manner.

8. No garbage, rubbish or noxious materials shall be placed, stored or allowed to accumulate in any unenclosed container for any period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away from the premises or otherwise disposed of in a lawful manner not less frequently than once weekly.

PROTECTIVE COVENANTS OF PARK HILLS SECOND ADDITION

Page 3

9. Each individual lot owner endeavors to cooperate with all other owners within the above described realty at all times for the purpose of maintaining the residential standards created by these covenants and preventing the creation of any nuisance or offensive, noisy or illegal trade, calling or transaction to be done, suffered or permitted upon any land conveyed within said realty above described.

10. No building shall be located nearer than twenty-five (25) feet to the front lot line or nearer than fifteen (15) feet to the side street line, or than twenty-five (25) feet from the back lot line. No building shall be located nearer than seven and one-half (7½) feet to any side lot line.

11. No residential structure shall be erected or placed on any lot which plot has an area of less than 10,000 square feet.

12. The ground floor area of the main structure of any such residential building, exclusive of one-story open porches and garages, shall be not less than 1300 square feet for a one-story building, nor less than 1,000 square feet in the case of a two-story structure, which shall not exceed 30 feet in height.

13. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearances including finished painting all wood structures within one year of date of commencement of construction.

Form 25
Vacant Land PSA
Rev. 3/21
Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT Specific Terms

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

9-21-22
ABS

- Date:** August 31, 2022 **MLS No.:** 264009 **Offer Expiration Date:** September 1, 2022
- Buyer:** Temo's Trim Inc.
- Seller:** City of Kennewick
- Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): 112892030010001
(Lot 1 Park Hills) W. 16th Place, Kennewick, WA 99337
- Purchase Price:** \$ 117,000.00 Dollars
- Earnest Money:** \$ 5,000.00 Check; Note; Wire; Other
Delivery Date 3 days after mutual acceptance; to be held by Buyer Brokerage Firm; Closing Agent
- Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- Title Insurance Company:** ~~Ticor Title~~ Bertou Franklin TITLE
- Closing Agent:** Jon Wilson Company Diwa McMahon Individual (optional)
- Closing Date:** September 30, 2022 **Possession Date:** on Closing; Other
- Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
- Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
- Subdivision:** The Property must be subdivided before _____; is not required to be subdivided
- Feasibility Contingency Expiration Date:** _____ days after mutual acceptance; Other _____
- Agency Disclosure:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented
- Addenda:** Title Contingency, Form 22K, lot addenda

ABS - 9-20-22
ABS - 9-20-22
ABS - 9-20-22

DocuSigned by:

Artemio Benitez 9/31/2022

Buyer Signature Temo's Trim Inc. Date _____
 Buyer Signature _____ Date _____
 Buyer Address PO BOX 5276
Pasco, WA 99302
 City, State, Zip 509-727-6434
 Buyer Phone No. _____ Fax No. _____
temostrim@hotmail.com
 Buyer E-mail Address _____
Retter & Company SIR
 Buyer Brokerage Firm _____ MLS Office No. _____
Sandra Questad
 Buyer Broker (Print) _____ MLS LAG No. _____
(509)783-8811 (509)783-8811 (509)783-4924
 Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
contracts@rcsothebysrealty.com
 Firm Document E-mail Address _____
sandraq@rcsothebysrealty.com
 Buyer Broker E-mail Address _____
116240 3077
 Buyer Broker DOL License No. _____ Firm DOL License No. _____

Seller Signature City of Kennewick Date _____
 Seller Signature _____ Date _____
 Seller Address _____
 City, State, Zip _____
 Seller Phone No. _____ Fax No. _____
 Seller E-mail Address _____
Retter & Company SIR
 Listing Brokerage Firm _____ MLS Office No. _____
David Retter
 Listing Broker (Print) _____ MLS LAG No. _____
509-783-8811
 Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
contracts@rcsothebysrealty.com
 Firm Document E-mail Address _____
dretter@rcsothebysrealty.com
 Listing Broker E-mail Address _____
209 3077
 Listing Broker DOL License No. _____ Firm DOL License No. _____

VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
 - b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
 - d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive

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 8/31/2022

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

f. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

h. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

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8/31/2022

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- j. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
 - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 163-168
 - r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 169-171
 - s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 172-181
 - t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 182-190
 - u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term u. 191-210
- Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. 211-212
- v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 213-216



 8/31/2022

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
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- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
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 8/31/2022

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 31, 2022 1
between Temo's Trim Inc. ("Buyer") 2
Buyer Buyer
and City of Kennewick ("Seller") 3
Seller Seller
concerning (Lot 1 Park Hills) W. 16th Place, Kennewick, WA 99337 ("the Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have 5 6
days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. 10

Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 11
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 12
disapproved exceptions. 13

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 14
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 15
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 16
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 17

2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 18
then the above time periods and procedures for notice, correction, and termination for those new exceptions 19
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 20
necessary to accommodate the foregoing times for notices. 21

3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 22
as provided for in the Agreement. 23

 8/31/2022
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 22K
Identification of Utilities Addendum
Rev. 3/21
Page 1 of 1

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**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 31, 2022 1
between Temo's Trim Inc. ("Buyer") 2
Buyer Buyer
and City of Kennewick ("Seller") 3
Seller Seller
concerning (Lot 1 Park Hills) W. 16th Place, Kennewick, WA 99337 (the "Property"). 4
Address City State Zip

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT: City of Kennewick 8
Name e-mail or website (optional)
Address 9
City, State, Zip Fax No. (optional) 10

SEWER DISTRICT: City of Kennewick 11
Name e-mail or website (optional)
Address 12
City, State, Zip Fax No. (optional) 13

IRRIGATION DISTRICT: KID 14
Name e-mail or website (optional)
Address 15
City, State, Zip Fax No. (optional) 16

GARBAGE: Waste Management 17
Name e-mail or website (optional)
Address 18
City, State, Zip Fax No. (optional) 19

ELECTRICITY: Benton Co PuD 20
Name e-mail or website (optional)
Address 21
City, State, Zip Fax No. (optional) 22

GAS: N/A 23
Name e-mail or website (optional)
Address 24
City, State, Zip Fax No. (optional) 25

SPECIAL DISTRICT(S): 26
(local improvement districts or e-mail or website (optional) 27
utility local improvement districts) Address 28
City, State, Zip Fax No. (optional)

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29
within _____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30
Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property 31
and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and 32
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36
8/31/2022

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

EXHIBIT A

File No.: TBD

For APN/Parcel ID(s): 1-1289-203-0010-001

Block 10, Lot 1; Section 12, Township 8 North, Range 29 East, W.M., Park Hills
Second Addition.

Address: W 16th Pl Kennewick, WA 99337

DocuSigned by:
Artemio Benitez
8/31/2022
D68074DEA64943A...

Form 17C
Seller Disclosure Statement - Unimproved
Rev. 8/21
Page 1 of 6

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**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

SELLER: City of Kennewick 1
Seller Seller

To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information. 2 3 4 5

INSTRUCTIONS TO THE SELLER 6

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between a Buyer and Seller. 7 8 9 10 11

NOTICE TO THE BUYER 12

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT LOTS 1 AND 12 BLOCK 10 PARK HILLS 2nd CITY Kennewick STATE WA ZIP 98336 COUNTY Benton ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 13 14 15 16

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. 17 18 19 20 21 22 23

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 24 25 26

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES. 27 28 29 30 31 32 33

Seller [] is/ [] is not occupying the Property. 34

I. SELLER'S DISCLOSURES: 35

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet. 36 37

1. TITLE 38

- | | YES | NO | DON'T
KNOW | N/A | |
|--|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-------|
| A. Do you have legal authority to sell the property? If no, please explain | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40 |
| *B. Is title to the property subject to any of the following? | | | | | 41 |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 42 |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 43 |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 44 |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45 |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 46 |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 47 |
| *E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 48 49 |

NF 8/21/22
SELLER'S INITIALS Date SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY
 (Continued)

	YES	NO	DON'T KNOW	N/A	50
*F. Are there any written agreements for joint maintenance of an easement or right of way?	[]	<input checked="" type="checkbox"/>	[]	[]	52
*G. Is there any study, survey project, or notice that would adversely affect the property?	[]	<input checked="" type="checkbox"/>	[]	[]	53
*H. Are there any pending or existing assessments against the property?	[]	<input checked="" type="checkbox"/>	[]	[]	54
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	[]	<input checked="" type="checkbox"/>	[]	[]	55
*J. Is there a boundary survey for the property?	[]	<input checked="" type="checkbox"/>	[]	[]	57
*K. Are there any covenants, conditions, or restrictions recorded against title to the property?	[]	<input checked="" type="checkbox"/>	[]	[]	58

NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

2. WATER

A. Household Water					65
(1) Does the property have potable water supply?	<input checked="" type="checkbox"/>	[]	[]	[]	66
(2) If yes, the source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					68
[] Private well serving only the property * [] Other water system					69
*If shared, are there any written agreements?	[]	<input checked="" type="checkbox"/>	[]	<input checked="" type="checkbox"/>	70
*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	[]	<input checked="" type="checkbox"/>	71
*(4) Are there any problems or repairs needed?	[]	[]	<input checked="" type="checkbox"/>	[]	72
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	<input checked="" type="checkbox"/>	[]	[]	[]	74
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	[]	<input checked="" type="checkbox"/>	[]	[]	76
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	[]	<input checked="" type="checkbox"/>	[]	[]	77
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	[]	[]	[]	<input checked="" type="checkbox"/>	80
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	[]	[]	[]	<input checked="" type="checkbox"/>	81
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	[]	[]	[]	<input checked="" type="checkbox"/>	82
*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	[]	[]	<input checked="" type="checkbox"/>	[]	83
B. Irrigation Water					87
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	<input checked="" type="checkbox"/>	[]	<input checked="" type="checkbox"/>	[]	88
(a) If yes, has all or any portion of the water right not been used for five or more successive years?	[]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	[]	89
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	[]	[]	[]	<input checked="" type="checkbox"/>	90

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 SELLER'S INITIALS Date SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**
(Continued)

	YES	NO	DON'T KNOW	N/A	
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	94
If so, please identify the entity that supplies irrigation water to the property:					95
<u>Kennewick Irrigation District</u>					97
					98
C. Outdoor Sprinkler System					99
(1) Is there an outdoor sprinkler system for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	101
* (3) If yes, is the sprinkler system connected to irrigation water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
3. SEWER/SEPTIC SYSTEM					103
A. The property is served by:					104
<input checked="" type="checkbox"/> Public sewer system					105
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					106
<input type="checkbox"/> Other disposal system					107
Please describe: _____					108
B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
C. If the property is connected to an on-site sewage system:					111
* (1) Was a permit issued for its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	112
* (2) Was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	113
(3) Is the septic system a pressurized system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	114
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	115
* (5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	117
If no, please explain: _____					119
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	120
					121
4. ELECTRICAL/GAS					122
A. Is the property served by natural gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
B. Is there a connection charge for gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	124
C. Is the property served by electricity? <u>AT LEAST ONE LOT</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
D. Is there a connection charge for electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	126
* E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
5. FLOODING					128
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129

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SELLER'S INITIALS Date SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY
(Continued)**

	YES	NO	DON'T KNOW	N/A	
6. SOIL STABILITY					130
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
7. ENVIRONMENTAL					133
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	136
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	139
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	141
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	142
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	143
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
*K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	145
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					146
A. Is there a homeowners' association?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	147
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					151
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	152
\$ _____ per [] month [] year					153
[] Other: _____					154
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	155
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	156
9. OTHER FACTS					157
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159

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SELLER'S INITIALS Date SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY
(Continued)

- | | YES | NO | DON'T
KNOW | N/A | 166
167 |
|---|-----|-----|---------------|-----|------------|
| *C. Is the property classified or designated as forest land or open space? | [] | [X] | [] | [] | 168 |
| D. Do you have a forest management plan? If yes, attach. | [] | [X] | [] | [] | 169 |
| *E. Have any development-related permit applications been submitted to any government agencies? .. | [] | [X] | [] | [] | 170 |
| If the answer to E is "yes," what is the status or outcome of those applications? | | | | | 171
172 |
| F. Is the property located within a city, county, or district or within a department of natural resources
fire protection zone that provides fire protection services? | [X] | [] | [] | [] | 173
174 |

10. FULL DISCLOSURE BY SELLERS

- | | | | | | |
|---|-----|---------|-----------------|-----|--------------------------|
| A. Other conditions or defects: | | | | | 175 |
| *Are there any other existing material defects affecting the property that a prospective
buyer should know about? | [] | [] | [X] | [] | 176
177
178 |
| B. Verification | | | | | 179 |
| The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and
Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and
against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a
copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. | | | | | 180
181
182
183 |
| _____
Seller | | 8/19/22 | | | 184 |
| | | | _____
Seller | | 185 |

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

- | | |
|-------|-----|
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**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**
(Continued)

II. NOTICES TO THE BUYER	213
1. SEX OFFENDER REGISTRATION	214
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.	215 216 217
2. PROXIMITY TO FARMING/WORKING FOREST	218
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	219 220 221 222
3. OIL TANK INSURANCE	223
THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.	224 225 226
III. BUYER'S ACKNOWLEDGEMENT	227
1. BUYER HEREBY ACKNOWLEDGES THAT:	228
A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.	229 230
B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.	231 232
C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.	233 234
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	235
E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).	236 237
DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.	238 239 240 241 242 243
BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.	244 245 246
_____ Buyer	247
_____ Date	248
_____ Buyer	249
_____ Date	250
2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER	249
Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.	250 251
_____ Buyer	252
_____ Date	253
3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT	254
Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.	255 256 257
_____ Buyer	258
_____ Date	259

NF 8/27/22
 SELLER'S INITIALS Date SELLER'S INITIALS Date

DS
AB

8/31/2022

VOL 304 PAGE 80
PROTECTIVE COVENANTS
of
PARK HILLS SECOND ADDITION

693925
E. A. Curtis
Dec 29 2 33 PM '75
204

We, the undersigned, E. Ardell Curtis and Sue T. Curtis, his wife, owners of Park Hills Addition, with the following described realty being a portion thereof, in Benton County, Washington:

The Northwest Quarter of Section 12, TWP, 8 North, Range 29 East, W.M., except the North 850 feet thereof, and except the South 600 feet of the East 500 feet thereof.

CHECKED BY [Signature]
[Signature]

hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition and the described realty may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, for the benefit and limitation upon all future owners of said addition, and the above described realty, this declaration of restrictions being designed for the sole purpose of keeping said addition desirable and suitable in architectural design and use.

The plat as platted and the dedication heretofore made are to be governed by the following restrictions and covenants until on or about the first day of January 1995, at which time said covenants shall be automatically extended for a successive period of ten years unless by vote of the majority of the then owners of the lots herein described, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the restrictions and covenants, it shall be lawful for any other person or persons owning any real property hereinabove described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. Architectural Control: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

The architectural control committee is composed of:

- E. Ardell Curtis
- Sue T. Curtis
- Arvon B. Curtis

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Neither the members

PROTECTIVE COVENANTS OF PARK HILLS SECOND ADDITION

Page 2

of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to the covenant. At any time, the then recorded owners of a majority of the lots shall have the power to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve plans and specifications within 30 days after these have been submitted to it, the related covenants will be deemed to have been complied with.

2. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence.

3. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. The grantors, for themselves and their successors and assigns, dedicate easements for public utility purposes, and the utility easement strips shown in the recorded plat. Said easements are hereby granted to maintain, construct or repair domestic and irrigation water pipelines, telephone lines and lines for the delivery of electrical energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owner of the land affected by said easements. In addition, a five-foot drainage easement is hereby granted on each lot line.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, or exceed a total of two animals per household.

6. No sign of any kind shall be placed or displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent. However, during the construction and sales period, signs used by all builders or developers to advertise the property may be permitted if not more than 31 square feet in size. The original subdivision sign may be 64 feet in size.

7. Each and every structure erected within said addition shall be maintained at all times in a neat and clean condition with reference to all exterior surfaces. All lawns and landscaping shall be maintained and kept in the same manner.

8. No garbage, rubbish or noxious materials shall be placed, stored or allowed to accumulate in any unenclosed container for any period of time. All enclosed garbage, rubbish or noxious materials shall be hauled away from the premises or otherwise disposed of in a lawful manner not less frequently than once weekly.

PROTECTIVE COVENANTS OF PARK HILLS SECOND ADDITION

Page 3

9. Each individual lot owner endeavors to cooperate with all other owners within the above described realty at all times for the purpose of maintaining the residential standards created by these covenants and preventing the creation of any nuisance or offensive, noisy or illegal trade, calling or transaction to be done, suffered or permitted upon any land conveyed within said realty above described.

10. No building shall be located nearer than twenty-five (25) feet to the front lot line or nearer than fifteen (15) feet to the side street line, or than twenty-five (25) feet from the back lot line. No building shall be located nearer than seven and one-half (7½) feet to any side lot line.

11. No residential structure shall be erected or placed on any lot which plot has an area of less than 10,000 square feet.

12. The ground floor area of the main structure of any such residential building, exclusive of one-story open porches and garages, shall be not less than 1300 square feet for a one-story building, nor less than 1,000 square feet in the case of a two-story structure, which shall not exceed 30 feet in height.

13. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearances including finished painting all wood structures within one year of date of commencement of construction.

Council Agenda Coversheet



Agenda Item Number	4.f.	Council Date	09/20/2022
Agenda Item Type	Final Plat		
Subject	The Village at Southridge Phase 4		
Ordinance/Reso #		Contract #	
Project #		Permit #	PLN-2022-0021
Department	Planning		

Consent Agenda	<input checked="" type="checkbox"/>
Ordinance/Reso	<input type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

That City Council authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of The Village at Southridge Phase 4, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

Motion for Consideration

I move to authorize the Mayor (or in his absence Mayor Pro Tem) to sign the final plat of The Village at Southridge Phase 4, contingent upon payment of fees and bonding for incomplete sidewalk and landscape work.

Summary

An application has been submitted by Aqtera Engineering, c/o Caleb Stromstad for The Village at Southridge Phase 4. The plat consists of 46 lots and 6 Tracts on 8.43 acres located generally at 3824 S Wilson Street. The site is currently zoned Residential, Medium Density which allows a minimum lot size of 4,000 square feet and 1,800 square feet for townhomes. The smallest lot is 3,627 square feet, the largest lot is 10,080 square feet and the average lot size is 6,338 square feet. The Preliminary Plat/Planned Residential Development of The Village at Southridge was initially approved by the Hearing Examiner on October 10, 2016. The Hearing Examiner issued a major plat alteration of the Preliminary Plat/Planned Residential Development on January 4, 2022.

Staff has reviewed the final plat application and has found it to be in conformance with all applicable city development regulations. Prior to signing the final plat, the outstanding conditions will be met, in addition to payment of fees and bonding for incomplete sidewalk and landscape work. Following Council approval and signatures, the plat can be recorded and lots sold to individual owners.

Alternatives

No alternative were reviewed or are recommend as the applicant has met the applicable standards.

Fiscal Impact

None

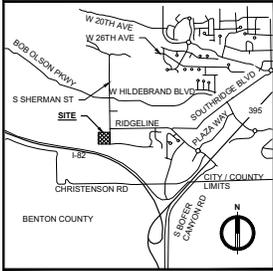
Through	Steve Donovan Sep 14, 09:08:05 GMT-0700 2022
Dept Head Approval	Anthony Muai Sep 14, 12:29:05 GMT-0700 2022
City Mgr Approval	Marie Mosley Sep 15, 02:17:45 GMT-0700 2022

Attachments: Final Plat Map

Recording Required?

THE VILLAGE AT SOUTHRIDGE PHASE 4

A PORTION OF THE NE 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 08 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.



VICINITY
NTS

LEGAL DESCRIPTION

PER BENTON FRANKLIN TITLE COMPANY
ORDER NO. BPH4325 JUNE 29, 2022

PARCEL A | 1-1789-409-0001-0003
TRACT A, VILLAGE AT SOUTHRIDGE PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 370, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL B | 1-1789-411-0002-0002
TRACT B, VILLAGE AT SOUTHRIDGE PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 716, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL C | 1-1789-48P-4956-006
TRACT A, BINDING SITE PLAN 5564, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2021-040216, RECORDS OF BENTON COUNTY, WASHINGTON.

DEDICATION

WE, SOUTHRIDGE VILLAGE, LLC, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND THE LOTS CREATED AS SHOWN AND THAT THE UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

WE DEDICATE ALL TRACTS TO THOSE PARTIES REFERENCED IN THE TRACT TABLE FOR THE PURPOSES NOTED HEREON.

SOUTHRIDGE VILLAGE, LLC

BY:

ITS:

ACKNOWLEDGMENTS

STATE OF _____ IS, S.

COUNTY OF _____

BY ITS PROPER OFFICERS THIS _____ DAY OF _____, 20____, ON THE DAY AND YEAR FIRST ABOVE WRITTEN, BEFORE ME PERSONALLY APPEARED:

TO ME KNOWN TO BE THE _____

OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE ACT AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

PRINT NAME _____ SIGN NAME _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

REQUIRED NOTES

- ALL CONDITIONS OF THE PRELIMINARY PLAT MUST BE COMPLIED WITH.
- THE PRIVATE ROADS SHOWN ON THE FACE OF THE PLAT IS SUBJECT TO A ROAD MAINTENANCE AND USE AGREEMENT, A COPY OF WHICH HAS BEEN RECORDED WITH THE BENTON COUNTY AUDITOR UNDER FILE NO. _____
- THE CITY OF KENNEWICK HAS NO OBLIGATION TO ACCEPT THE PRIVATE ROAD IN THIS PLAT FOR DEDICATION OR MAINTENANCE AT ANY TIME, IF IN THE FUTURE THE CITY DESIRES TO ACCEPT THE ROAD FOR DEDICATION, THE ROAD AND ASSOCIATED STORM SEWER SYSTEM SHALL MEET THE DESIGN AND CONSTRUCTION STANDARDS IN EFFECT AT THE TIME OF THE PROPOSED DEDICATION.
- NO GRADING MAY BE PERFORMED OR ANY PERMANENT STRUCTURE BUILT WITHIN 100 FEET OF WAY WITHOUT AN APPROVED PERMIT FROM THE KENNEWICK IRRIGATION DISTRICT AND/OR THE UNITED STATES BUREAU OF RECLAMATION, WHEN APPLICABLE.
- THIS PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT AND IN THE IMMEDIATE VICINITY OF IRRIGATION INFRASTRUCTURE. PLEASE REFER TO WWW.KID.WA FOR FURTHER INFORMATION.

BASIS OF BEARING

NAD 1983 WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WORN AND GEOD 2012A UNITS OF MEASUREMENT ARE US SURVEY FEET.
VERIFIED AGAINST CITY OF KENNEWICK CONTROL POINTS K0926, K0927 AND K0937.

TRACT TABLE

TRACT	USE	OWNER
TRACT A	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT B	OFFSITE WATER EASEMENT	HOME OWNERS ASSOCIATION
TRACT C	OFFSITE STORM/UTILITY EASEMENT	HOME OWNERS ASSOCIATION
TRACT D	PRIVATE ROAD AND UTILITY EASEMENT*	HOME OWNERS ASSOCIATION
TRACT E	OPEN SPACE	HOME OWNERS ASSOCIATION
TRACT F	IRRIGATION CANAL RIGHT OF WAY	KENNEWICK IRRIGATION DISTRICT (DEDICATED VIA DEED)

*40 FOOT EASEMENT FOR INGRESS, EGRESS AND GENERAL UTILITIES, BEING 20 FEET ON EACH SIDE OF THE CENTER LINE OF PRIVATE ROADS AND FUTURE PRIVATE ROADS SHOWN HEREON, IS RESERVED AND CONVEYED TO PUBLIC AND PRIVATE UTILITY PROVIDERS SERVING THE LOTS WITHIN THIS PLAT. THE CITY OF KENNEWICK, BONNEVILLE POWER ADMINISTRATION, KENNEWICK IRRIGATION DISTRICT AND ANY AND ALL LOT OWNERS WITHIN THIS PLAT, THEIR SUCCESSORS AND ASSIGNS, IN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE, AND ENLARGE UNDERGROUND PIPES, CONDUITS, CABLES, VAULTS, ENCLOSURES, RESTRUCTURED, SMOKESTACKS, TRANSFORMERS, WATER PIPES, HYDRAULIC VALVES, SANITARY SEWER STRUCTURES, IRRIGATION PIPING AND VALVES, PRIVATE STORM DRAIN STRUCTURES, AND ALL NECESSARY UNDERGROUND OR ABOVE-GROUNDED INFRASTRUCTURE, FOR THE PURPOSE OF SERVING THIS SUBDIVISION WITH ELECTRIC, TELEPHONE, WATER, SANITARY SEWER, AND OTHER UTILITY SERVICES, AND PRIVATE STORM DRAINAGE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND OPEN SPACES AT ALL TIMES FOR THE PURPOSES STATED HEREIN.

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 202____.

BENTON COUNTY TREASURER _____ DATE _____
APN 1-1789-409-0001-000, 1-1789-411-0002-000, 1-1789-48P-4956-006

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 91B.1310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

KENNEWICK IRRIGATION DISTRICT _____ DATE _____

CITY OF KENNEWICK APPROVAL

THE PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF KENNEWICK, BENTON COUNTY, STATE OF WASHINGTON.

FP 21-05 / DCN-2021-03638
CITY OF KENNEWICK FILE NUMBER

CITY OF KENNEWICK PLAT ADMINISTRATOR _____ DATE _____

KENNEWICK CITY ENGINEER _____ DATE _____

MAYOR, CITY OF KENNEWICK _____ DATE _____

CITY CLERK, CITY OF KENNEWICK _____ DATE _____

UTILITY APPROVAL

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY APPROVED BY THE FOLLOWING UTILITIES:

FOR BENTON PUD NO. 1 _____ DATE _____

FOR CASCADE NATURAL GAS _____ DATE _____

FOR CHARTER COMMUNICATIONS _____ DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT _____ MINUTES PAST _____ THIS _____ DAY OF _____, 20____, AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON AT THE REQUEST OF ABL.

BENTON COUNTY AUDITOR _____ FEE NUMBER _____

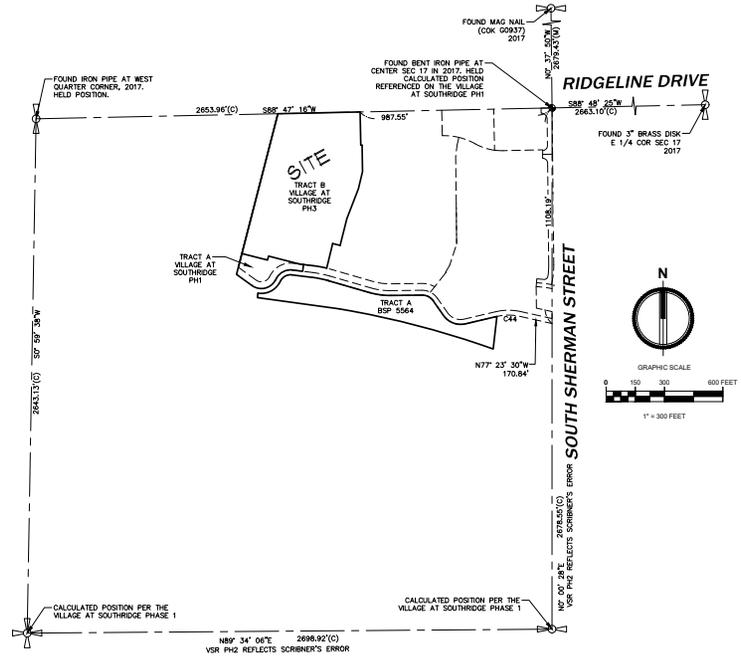
SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

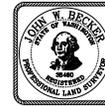
JOHN W. BECKER LS 38480 _____ DATE _____

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING
TOPCON GRS UTILIZING WASHINGTON STATE REFERENCE NETWORK (WSRN)



DWN. BY _____ DATE _____
TAD _____ 6/30/22
CHKD. BY _____ JOB NO. _____
JB _____ 2220049



PLN-2021-03638

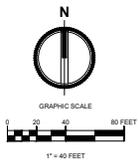


THE VILLAGE AT SOUTHRIDGE PHASE 4

A PORTION OF THE NE 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 08 NORTH, RANGE 29 EAST, W.M.,
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

10' DRAINAGE EASEMENT APN ALLOW FOR OFFSITE STORMWATER DISPOSAL THROUGH APPLE VALLEY. SEE EASEMENT AGREEMENT FOR TERMS

APN 11789200001008 TRI CITIES DEVELOPMENT COMPANY, LLC N88° 47' 16"E 422.46'



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- CENTER SECTION
- SET MONUMENT STAMPED 38480
- FOUND MONUMENT SET FOR PH3
- CALCULATED POSITION NOTHING SET
- SET REBAR AND CAP LS 38480
- CALCULATED
- MEASURED
- ADDRESS

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT _____ MINUTES PAST _____ THIS _____ DAY OF _____
20____ AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____ RECORDS OF
BENTON COUNTY, WASHINGTON AT THE REQUEST OF AHBL.

BENTON COUNTY AUDITOR

FEE NUMBER

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	11.69	N88° 47' 15"E
L2	15.00	S14° 26' 50"E
L3	15.00	N14° 26' 50"E
L4	15.58	N14° 26' 50"E
L5	17.02	N88° 47' 16"E
L6	15.70	N29° 47' 30"E
L7	24.00	S14° 07' 22"W
L8	20.84	S75° 52' 38"E
L9	21.43	N82° 57' 30"W
L10	40.40	N82° 57' 30"W
L11	10.67	N82° 57' 30"W
L12	31.70	N82° 57' 30"W
L13	20.00	S75° 33' 10"E
L14	20.00	S75° 33' 10"E
L15	20.00	S13° 42' 34"W
L16	20.00	S13° 42' 34"W
L17	20.00	S1° 12' 44"E
L18	20.00	S1° 12' 44"E
L19	15.70	N29° 47' 30"E
L20	22.84	S7° 14' 07"W
L21	15.70	N29° 47' 30"E
L22	35.00	S7° 02' 30"W
L23	60.33	N82° 57' 30"W
L24	21.16	S75° 52' 38"E
L25	24.00	N14° 07' 22"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	96.01	74.00	74°20'20"	S51° 37' 00"W	89.42
C2	34.15	203.50	9°36'54"	S19° 27' 03"W	34.11
C3	87.35	196.50	25°28'14"	N11° 31' 23"E	86.64
C4	121.96	94.00	74°20'20"	S51° 37' 00"W	113.58
C5	21.58	94.00	13°09'17"	N21° 01' 28"E	21.53
C6	32.95	94.00	20°45'57"	N37° 38' 35"E	32.78
C7	15.31	94.00	9°19'50"	N52° 20' 59"E	15.29
C8	40.31	94.00	24°34'15"	N69° 18' 02"E	40.00
C9	11.81	94.00	7°12'01"	N85° 11' 09"E	11.80
C10	70.06	54.00	74°20'20"	S51° 37' 00"W	65.25
C11	39.27	25.00	90°00'06"	N48° 12' 47"W	35.36
C12	39.59	25.00	90°44'16"	S30° 55' 18"E	35.58
C13	38.86	25.00	89°03'58"	N39° 10' 35"E	35.07
C14	37.51	233.50	9°36'54"	S19° 27' 03"W	37.46
C15	15.96	233.50	4°05'28"	N16° 44' 16"E	15.95
C16	21.55	233.50	5°31'29"	N21° 29' 46"E	21.54
C17	78.46	176.50	25°28'14"	N11° 31' 23"E	77.82
C18	27.05	176.50	8°46'54"	N19° 52' 03"E	27.03
C19	51.41	176.50	16°41'20"	N7° 07' 56"E	51.23
C20	39.27	25.00	89°59'54"	S43° 47' 13"W	35.35
C21	96.24	216.50	25°28'14"	N11° 31' 23"E	95.45
C22	26.39	216.50	6°59'00"	N2° 16' 46"E	26.37
C23	60.33	216.50	15°56'01"	N13° 45' 16"E	60.14
C24	9.52	216.50	2°31'13"	N22° 59' 53"E	9.52
C25	30.79	183.50	9°36'54"	S19° 27' 03"W	30.76
C26	17.59	183.50	5°29'27"	N21° 30' 46"E	17.58
C27	13.21	183.50	4°07'27"	N16° 42' 19"E	13.21
C28	39.68	25.00	90°56'02"	S30° 48' 25"E	35.64
C29	38.95	25.00	89°15'44"	S39° 24' 42"W	35.13
C30	78.54	46.86	96°02'02"	N77° 48' 30"E	69.67
C31	137.16	116.86	67°44'58"	S63° 29' 00"W	129.42
C32	69.56	698.02	6°33'17"	N78° 40' 53"W	69.52
C33	40.03	698.02	3°46'20"	N78° 17' 23"W	40.02
C34	29.53	698.02	2°46'57"	N81° 34' 02"W	29.52
C35	32.11	26.00	70°45'54"	S40° 29' 41"E	30.11
C36	66.74	56.86	67°14'58"	N63° 25' 00"E	62.97
C37	29.57	26.00	65°02'22"	N71° 32' 11"E	28.01
C38	129.67	106.86	69°31'41"	N64° 33' 20"E	121.86
C39	817.43	4689.86	6°59'11"	N75° 22' 58"W	816.40
C40	127.11	106.86	68°09'04"	S69° 10' 00"E	119.74
C41	68.41	70.50	55°36'00"	S62° 53' 30"E	65.76
C42	112.45	383.13	16°49'02"	S82° 17' 00"E	112.05
C43	86.38	548.00	9°05'01"	S78° 25' 00"E	86.79
C44	117.38	201.51	25°51'00"	N89° 41' 00"E	116.99
C45	137.21	81.86	96°02'02"	N77° 48' 30"E	131.70
C46	96.08	81.86	67°14'58"	S63° 29' 00"W	90.66

DWN. BY DATE
TAD 6/30/22
CHKD. BY JOB NO.
JB 222049



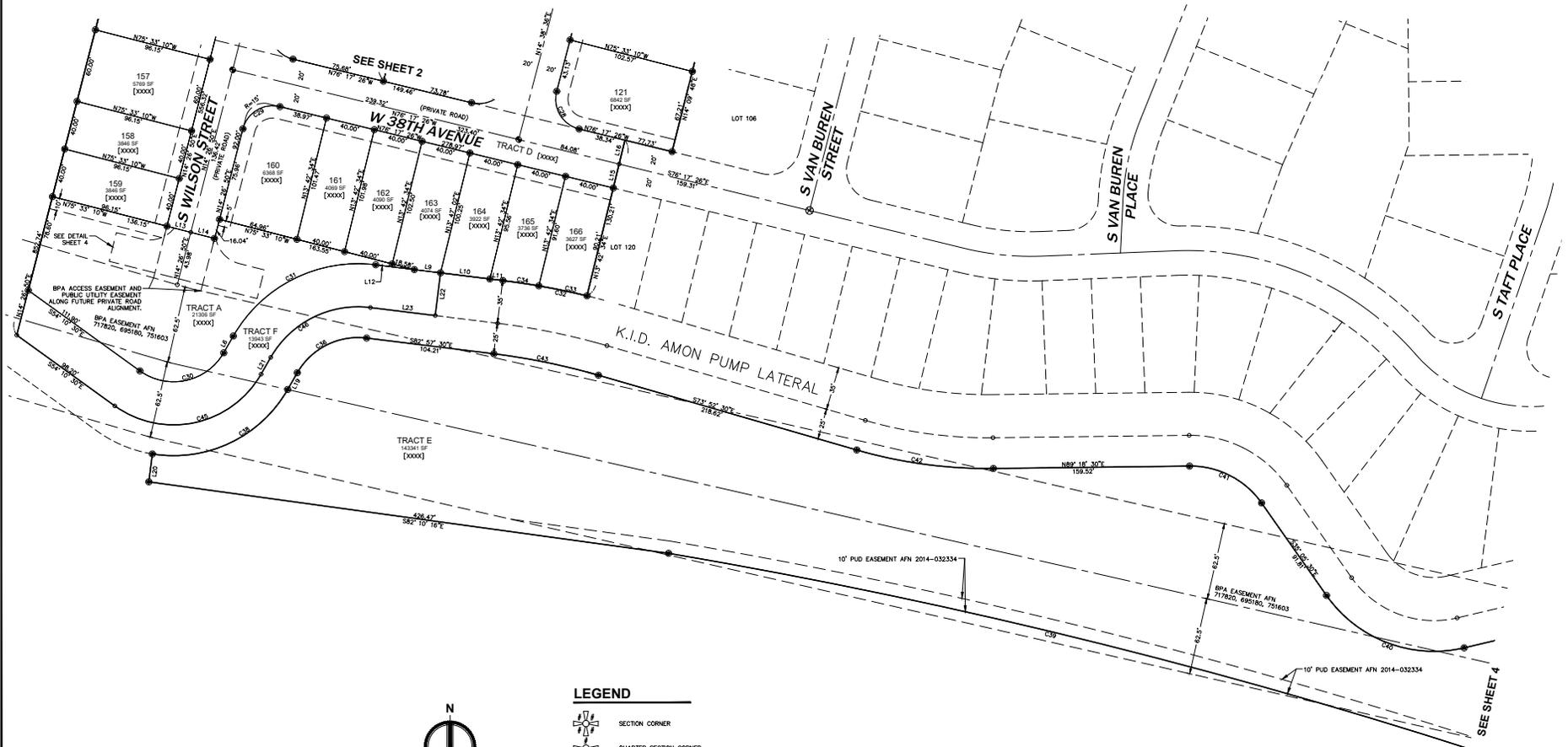
PLN-2021-03638

5804 Road 90, Suite H, Pasco, WA 99011
509.261.5893 TX 509.261.2072 FAX www.ahbl.com WEA

THE VILLAGE AT SOUTHRIDGE PHASE 4

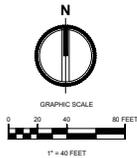
A PORTION OF THE NE 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 08 NORTH, RANGE 29 EAST, W.M.,
CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

SHEET 3 OF 4



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- CENTER SECTION
- SET MONUMENT STAMPED 38480
- FOUND MONUMENT SET FOR PH3
- CALCULATED POSITION NOTHING SET
- SET REBAR AND CAP L.S. 38480
- (C) CALCULATED
- (M) MEASURED
- [XXXXX] ADDRESS



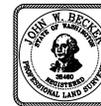
AUDITOR'S CERTIFICATE

FILED FOR RECORD AT _____ MINUTES PAST _____ THIS DAY OF _____
20____ AND RECORDED IN VOLUME _____ OF PLATS PAGE _____ RECORDS OF
BENTON COUNTY, WASHINGTON AT THE REQUEST OF AHBL.

BENTON COUNTY AUDITOR

FEE NUMBER

DWN. BY DATE
TAD 6/30/22
CHKD. BY JOB NO.
JB 2220049



PLN-2021-03638

5804 Road 90, Suite H Pasco, WA 99301
509.261.5863 TEL. 509.263.2072 FAX www.ahbl.com WEB

THE VILLAGE AT SOUTHRIDGE PHASE 4

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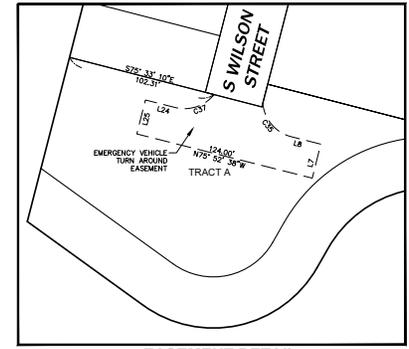
SHEET 4 OF 4

LINE TABLE

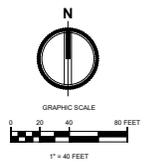
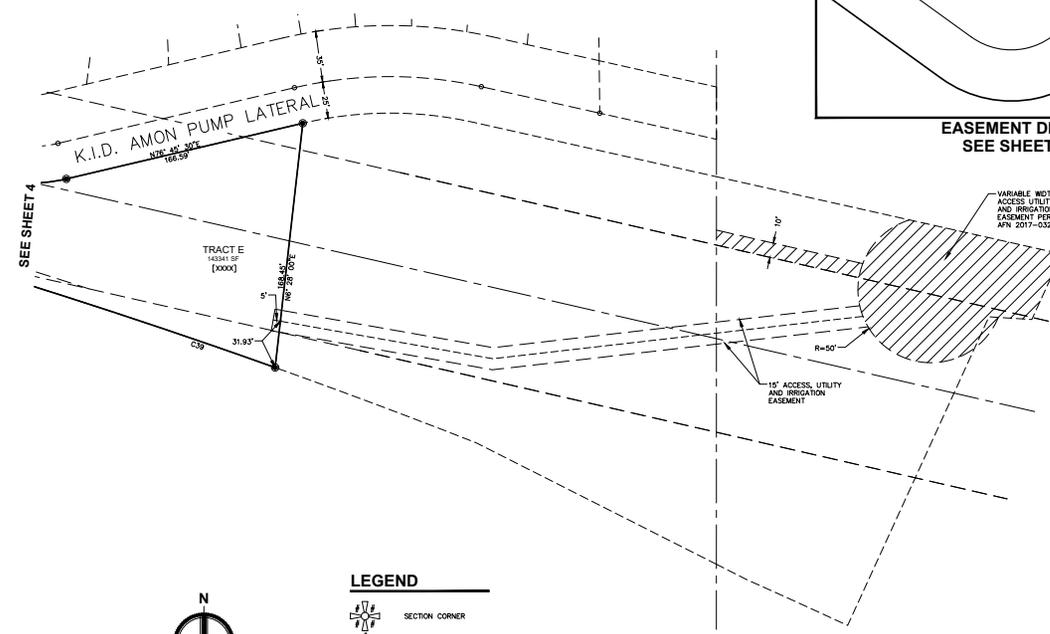
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C25	30.79	183.50	9°36'54"	S19° 27' 03"W	30.76
C26	17.59	183.50	5°29'27"	N21° 30' 46"E	17.58
C27	13.21	183.50	4°07'27"	N16° 42' 19"E	13.21
C28	39.68	25.00	90°56'02"	S30° 49' 25"E	35.64
C29	38.95	25.00	89°15'44"	S59° 04' 42"W	35.13
C30	78.54	46.86	96°02'02"	N77° 48' 30"E	69.87
C31	137.16	116.86	67°14'58"	S63° 25' 00"W	129.42
C32	69.56	608.02	6°33'17"	N78° 40' 52"W	69.52
C33	40.03	608.02	3°46'20"	N78° 17' 23"W	40.02
C34	29.53	608.02	2°46'57"	N81° 34' 02"W	29.52
C35	52.11	26.00	70°45'54"	S40° 29' 41"E	30.11
C36	66.74	56.86	67°14'58"	N63° 25' 00"E	62.97
C37	29.57	26.00	65°02'22"	N71° 32' 11"E	28.01
C38	129.67	106.96	69°31'41"	N64° 33' 20"E	121.96
C39	817.43	4689.96	9°59'31"	N78° 22' 58"W	816.40
C40	127.11	106.86	68°09'04"	S69° 10' 00"E	119.74
C41	68.41	70.50	59°36'00"	S62° 53' 30"E	65.76
C42	112.45	383.13	16°49'02"	S82° 17' 00"E	112.05
C43	86.88	548.02	9°05'01"	S78° 23' 00"E	86.79
C44	117.98	261.51	22°51'00"	N89° 41' 00"E	116.99
C45	137.21	81.86	96°02'02"	N77° 48' 30"E	121.70
C46	96.08	81.86	67°14'58"	S63° 25' 00"W	90.66



EASEMENT DETAIL
SEE SHEET 3



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- CENTER SECTION
- SET MONUMENT STAMPED 38480
- FOUND MONUMENT SET FOR PVI
- CALCULATED POSITION NOTING SET
- SET REBAR AND CAP IS 38480
- CALCULATED MEASURED ADDRESS

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT _____ MINUTES PAST _____ THIS _____ DAY OF _____
O.C. AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____ RECORDS OF
BENTON COUNTY, WASHINGTON AT THE REQUEST OF AHBL.

BENTON COUNTY AUDITOR

FEE NUMBER

DWN. BY DATE
TAD 6/30/22
CHKD. BY JOB NO.
JB 2220049



PLN-2021-03638

Council Agenda Coversheet



Agenda Item Number	8.a.	Council Date	09/20/2022
Agenda Item Type	Resolution		
Subject	Legislative Prayer		
Ordinance/Reso #	22-17	Contract #	
Project #		Permit #	
Department	City Attorney		

Consent Agenda	<input type="checkbox"/>
Ordinance/Reso	<input checked="" type="checkbox"/>
Public Mtg / Hrg	<input type="checkbox"/>
Other	<input type="checkbox"/>
Quasi-Judicial	<input type="checkbox"/>

Recommendation

Adopt Resolution 22-17 approving Legislative Prayer at the beginning of regular council meetings and adopting a process to facilitate scheduling of volunteer invocation providers.

Motion for Consideration

I move to adopt Resolution 22-17.

Summary

At the September 13th workshop City Council reviewed Resolution 22-17 which approves Legislative Prayer at the beginning of regular council meetings and adopts a process to facilitate scheduling of volunteer invocation providers. Per the Council discussion at the workshop, "Exhibit A" has been modified to allow for any resident of the City of Kennewick to volunteer to provide the invocation. The invocation will be limited to 60 seconds and volunteers are limited to two regular council meetings per year. The starting date will be the first meeting in November.

Alternatives

None

Fiscal Impact

None

Through	Kristi Johnson Sep 14, 10:58:12 GMT-0700 2022
Dept Head Approval	Lisa Beaton Sep 14, 11:55:18 GMT-0700 2022
City Mgr Approval	Marie Mosley Sep 15, 02:21:32 GMT-0700 2022

Attachments: Resolution 22-17

Recording Required?

CITY OF KENNEWICK
RESOLUTION NO. 22-17

A RESOLUTION OF THE CITY OF KENNEWICK ESTABLISHING A
WRITTEN POLICY FOR THE PRESENTATION OF INVOCATIONS AT CITY
COUNCIL MEETINGS

WHEREAS, an invocation is the act or process of petitioning for help or support, usually in the form of a prayer of entreaty to a higher authority;

WHEREAS, public meetings often open with a brief invocation to a higher authority asking for blessing and wisdom;

WHEREAS, beginning with the Continental Congress and proceeding to the present day, such invocations have been a traditional and institutional act of local, state and national legislative bodies;

WHEREAS, the Kennewick City Council fully supports and upholds the First Amendment to the United States Constitution which guarantees freedom of religious expression;

WHEREAS, by this resolution the Kennewick City Council intends to open regular public meetings of the Kennewick City Council with an invocation for the benefit of the Council that is open to and reflective of the diversity of faith present within the City;

WHEREAS, this resolution is not a violation of any constitutional principle based upon previous rulings of various courts, including the United States Supreme Court's decision in *Town of Greece v. Galloway*, 572 U.S. 565, 134 S.Ct. 1811(2014), wherein the Court held that invocations to open public meetings are not in violation of the Constitution, but are deeply rooted in the history of the United States of America from its inception to the present day;

WHEREAS, by enacting this resolution the Kennewick City Council does not intend to establish a religion; to advance, disparage or exclude one religion over another; nor to show preference to or persuade any person concerning beliefs of the volunteer providing the invocation or the content of the invocation;

NOW, THEREFORE,

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON, AS FOLLOWS:

Section 1. Starting with the first regular city council meeting in November, 2022, the City Council will begin the each regular city council meeting with an invocation presented by a volunteer resident of the City of Kennewick pursuant to the procedures outlined in the attached "Exhibit A" incorporated herein by this reference.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 20th day of September, 2022, and signed in authentication of its passage this 20th day of September, 2022.

Attest:

W.D. MCKAY, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 22-17 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 21st day of September, 2022.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

EXHIBIT “A”

Council Meeting Invocation Procedures

1. There will be one invocation at the opening and ceremonial portion of each regular City Council meeting preceding all legislative business; the invocation should not exceed sixty (60) seconds.
2. The City will advertise at least once per year that it is seeking interested members of the public who are residents of the City of Kennewick to present invocations at the City Council meetings.
3. The City Clerk shall establish a sign-up procedure for scheduling interested volunteers.
4. Selection of volunteer prayer givers shall be nondiscriminatory and the contents of the invocation may be dictated by the beliefs of the individual offering the invocation.
5. Invocations shall be scheduled on a first come first served basis, however, to allow opportunity for persons of different beliefs to participate, preference shall be given to persons who have not yet given an invocation over persons who have already done so. Further, invocation givers are limited to two regular meetings per year.
6. No city employee or elected official, or anyone in attendance shall be required to participate in an invocation.
7. No city employee or elected city official shall screen, inquire about, or prescribe the content of invocations to be given.
8. No city employee, elected official or attendee shall be required to stand during an invocation. Persons scheduled to provide an invocation shall be informed that they should not request that those present at the meeting stand for the invocation.
9. No compensation shall be given for providing an invocation, nor shall any fee be required to participate.



City Council Meeting Schedule September 2022

The City broadcasts City Council meetings on the City's website
<https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

September 6, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 13, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Kennewick Housing Authority Interlocal Agreement
2. Council Code Amendments: Term Limits & Boards & Committees
3. Legislative Prayer

September 20, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

September 27, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. 2023/2024 Budget Assumptions
2. Comp Plan Amendments Part One
3. Economic Development Update

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio and Video Taped

September 2022
Updated 09/07/22



City Council Meeting Schedule October 2022

The City broadcasts City Council meetings on the City's website
<https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

October 4, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

October 11, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. Water/Sewer Rate Study
2. Entertainment District Partnership Update (A-1 Pearl)
3. Kennewick Public Facilities District Expansion Update
4. Existing Facilities and Six-Year Capital Improvement Plan

October 18, 2022

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

October 25, 2022

Tuesday, 6:30 p.m.

WORKSHOP MEETING (the workshop meeting will be done via Zoom and broadcast on the City's website

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>)

1. 2023 TPA Budget & Marketing Plan
2. Animal Control Update
3. Comp Plan Amendments Part Two
4. 2023/2024 Biennial Budget Presentation

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

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