



## AGENDA

**THURSDAY, SEPTEMBER 22, 2016 @ 6:00 PM**

KENNEWICK CITY HALL, COUNCIL CHAMBER

210 W. 6<sup>TH</sup> AVE, KENNEWICK, WA 99336

### Procedure for Participation

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

### I. CALL TO ORDER

### II. PROCEDURAL INFORMATION

### III. PUBLIC HEARING

- A. Planned Residential Development (PRD) No. 16-01/PLN-2016-00841 & Preliminary Plat (PP) No. 16-03/PLN-2016-01360 - The Village at Southridge, remanded for second hearing proposing a 55+ senior living community that develops approximately 51.9 acres into 172 lots including Independent Living, Assisted Living, and Rehab Facilities. The Preliminary Plat application is for phases 1 – 5 to create 154 single-family lots. The site is located south of Ridgeline Drive, and to the east and west of the future extension to the south of S. Sherman Street. The site is currently zoned Residential, Medium density (RM), the Comprehensive Plan designation is Medium Density Residential. The applicant is Don McIntosh, Trendz Real Estate, Inc., 2462 Woods Dr., Richland, WA 99352. The property owners are Golden Pacific Lifestyles, LLC, 11115 NE 4<sup>th</sup> St #103, Vancouver, WA 98684 & William Smith Properties Inc. & Kennewick Acquisition Co. III LLC, 15 SW Colorado Ave, Ste. 1, Bend, OR 97702.

### IV. ADJOURN



**ECONOMIC DEVELOPMENT AND  
COMMUNITY PLANNING DEPARTMENT**

**ADDENDUM TO STAFF REPORT AND RECOMMENDATION TO  
THE HEARING EXAMINER**

**FILE No: PP 16-03/PLN-2016-00841  
PDP 16-01/PLN-2016-01360**

**Addendum Date:** September 15, 2016

**Addendum Public Hearing Date and Location:** September 22, 2016, Kennewick City Hall

**Report Prepared By:** Wes Romine  
Development Services Manager

**Summary Recommendation:** The City of Kennewick RECOMMENDS that Preliminary Plat 16-03 & Planned Development Permit 16-01 be APPROVED with conditions.

**Summary of Proposal:** A Planned Residential Development for a 55+ senior living community to develop 51.9 acres into 172 lots including Independent Living, Assisted Living and Rehab facilities. The PRD drawing has been amended to exclude an area immediately west of S. Nelson Street. The applicant has also submitted an amended Preliminary Plat application to subdivide phases 1 – 5 to create 154 single-family lots.

**Proposal Location:** South of Ridgeline Drive and at the east and west of the future extension to the south of S. Sherman Street. Parcel Nos. 1-1789-401-0857-011, 1-1789-400-0002-011, and 1-1789-400-0002-012.

**Property Owners:** Golden Pacific Lifestyles, LLC  
11115 NE 4<sup>th</sup> Street #103  
Vancouver, WA 98684

William Smith Properties, Inc. & Kennewick Acquisition Company III LLC  
15 S.W. Colorado Avenue, Suite 1  
Bend, Oregon 97702

**Applicant:** Don McIntosh (PRD Applicant)  
Trendz Real Estate, Inc.  
13215 C-8 Mill Plain Blvd., PMB #407  
Vancouver, Washington 98684

Scott Espedal – Golden Pacific Lifestyles (PP Applicant)  
 Matt Smith – William Smith Properties, Inc.  
 15 S.W. Colorado Avenue, Suite 1  
 Bend, Oregon 97702

**Engineer:** Jason Mattox  
 HDJ – A Division of PBS  
 6115 Burden Boulevard, Suite E  
 Pasco, WA 99301

- Approval Criteria:**
1. Comprehensive Plan – Land Use
  2. KMC Title 18 – Zoning
  3. KMC Title 17 – Subdivisions
  4. KMC Section 5.56 – Public Works Construction Standards
  5. Washington State Environmental Policy Act

**Key Remand Hearing Processing Dates:**

Property Posting Sign	August 30, 2016
Date of Published Notice of Public Hearing	September 4, 2016
Date of Mailed Notice of Public Hearing	September 2, 2016
Remand Public Hearing Date	September 22, 2016

**Exhibits:**

- 1 Staff Report
- 2 PP & PDP Application
- 3 Notice of Application/Mailing List
- 4 Vicinity Map
- 5 Planned Residential Development Drawing
- 6 Preliminary Plat Drawings
- 7 Landscape Plan
- 8 Street Sections
- 9 SEPA Determination
- 10 Geotechnical Investigation Report/Geohazards Assessment
- 11 City Department Comments
- 12 Outside Agency Comments
- 13 Traffic Letter
- 14 Power Point Hardcopy
- 15 Addendum 2 to PRD – comments for DPA
- 16 Petition

**Remand Hearing Exhibits:**

- 17 Addendum to Staff Report
- 18 Property Posting Affidavit and Public Hearing Mailing
- 19 Remand Response from Applicant
- 20 Amended PRD Drawing
- 21 Amended PP Drawing

### Staff Response to Remand Hearing Issues:

The following are issues staff feels need clarification:

1. **Area/location of Planned Residential Development:** In April of 2016 a preliminary plat was approved (PP 16-01) with lots on the west side of S. Nelson Street. The original drawing for the subject Planned Residential Development permit showed the area in the PRD near the Independent Living Facility (ILF) overlapping the row of lots west of S. Nelson Street with preliminary plat approval. It was unclear if this area would be developed as part of the PRD because the applicant had not acquired ownership of the area that already had preliminary plat approval. To clarify this issue the applicant has reduced the area of the PRD and has excluded the overlap on the previously approved preliminary plat area. The original PRD application had 16.71% open space and the revised PRD drawing shows 15.31% open space which meets the City of Kennewick code requirement of 15%. (See Exhibit 20)
2. **Possible confusion with the term "Site Plan Submittal":** The term "Site Plan" is typically known as a drawing of proposed buildings and/or proposed lots to be subdivided within the boundaries of a project, however the City of Kennewick also uses the term "Site Plan" as a land use permit that is processed administratively to verify zoning requirements such as setback, parking requirements, etc. KMC 18.42.110 lists requirements for a "Site Plan" permit application and review. The City of Kennewick requires an administrative Site Plan review for commercial projects and residential projects with more than 2 dwelling units on one parcel of land.
3. **Allowed Uses:** The applicant lists the uses as Single-family Homes, Cottage Style Homes, Clubhouse, Independent Living Facility (ILF), Assisted Living Facility (ALF), and a Rehab Facility. Per the Residential Use Table, KMC 18.12.010 A.1, "Residences, single-family" are listed as a permitted use in the RM zoning district. Also "Residences, multi-family" are listed as a permitted use. If a subsequent preliminary plat is submitted to subdivide the remaining PRD area with the cottage style homes, ILF, ALF and Rehab facility the cottage style homes would be permitted as "Residences, single-family". Without further subdivision of that area the cottage style homes would be a permitted use as "Residences, multi-family". "Nursing homes and congregate care facilities" are also a permitted use in the RM zoning district. Per KMC 18.09.1400, the definition of "Nursing Homes and Congregate Care Facilities" is "those facilities which provide care of ambulatory and non-ambulatory patients, and which include assisted living facilities". And per the Non-residential Use Table, KMC 18.12.010 B.1, "Health Facilities" are also a permitted use in the RM zoning district. Per KMC 18.12.080, Health Facilities include "Rest homes, nursing homes, congregate care, and convalescent homes". For the ILF, ALF, Rehab Facility and any residential structures with more than two dwelling units on one parcel a Site Plan Application permit will be required for administrative review and approval prior to issuing building permits.
4. **Relationship of Preliminary Plat to Planned Residential Development:** The proposed Preliminary Plat Phases 1-5 does not include the entire proposed PRD area. KMC 18.45.070(4) states that "Preliminary plats can be considered concurrently with the planned development application and must comply with Title 17". The City's code allows a preliminary plat that is not processed concurrently with the PRD, however since the applicant does not own the entire PRD area there is a question whether the PRD area not included in Preliminary Plat Phases 1-5 will be developed in the future. The

preliminary plat area includes 7.48% open space which does not meet the 15% open space requirements for a PRD. The preliminary plat area is 34.5 acres and will require 5.175 acres of open space or an additional 2.6 acres of open space to meet the 15% open space requirement if the remaining portion of the PRD is not developed. This would be approximately 19 lots of the 31 lots in Phase 5. Since the number of lots in phase 5 that would be required to meet open space requirements is a large percentage of phase 5, staff is recommending condition #6 to be changed as a guarantee that the preliminary plat does not get abandoned after completion of phase 4.

**The City of Kennewick hereby RECOMMENDS the following conditions of approval for Planned Residential Development 16-01 and Preliminary Plat 16-03:**

1. Comply with City of Kennewick regulatory controls, policies and codes, including the Single-family Residential Design Standards.
2. Prior to construction of the Independent Living Facility, Assisted Living Facility, and the Rehab Facility submit a Site Plan application for review and approval.
3. All fees required by the City shall be paid prior to the approval of the final plat.
4. Construct S. Sherman Street per City of Kennewick Standard Detail 2-1, sheet 1 of 4 or 2 of 4 unless deviations are approved by the Public Works Director. Private Residential Streets and Ridgeline Drive to be constructed per Exhibit 8. Where curb tight sidewalks are allowed street trees per the Single-family residential design standards are still required and the centerline of the trees shall be a maximum 5-feet from the back of sidewalk.
5. Development shall be in conformance with the Preliminary Plat drawing dated September 2016 and the Planned Residential Development drawing dated September 2016, (Exhibits 20 & 21).
6. Prior to the final plat of phase 4 of the Preliminary Plat Phases 1-5 (PP 16-03), provide a document to confirm that ownership of the property on the east portion of the PRD has been acquired by the applicant. If ownership has not been acquired, include phase 5 with the phase 4 final plat. A minimum number of lots in phase 5 must be converted to open space to meet 15% open space requirements, and half street improvements on Ridgeline Drive must be built with the phase 4 & 5 final plat. Also, if ownership of the east portion of the PRD has not been acquired provide a revised plan of the phase 4 and 5 area for review and approval.
7. Grading to be inspected by a qualified geotechnical engineer and at the completion of grading it must be certified that cut and fill is per the recommendations of the Geotechnical Investigation Report and Geohazards Assessment prepared by HDJ Design Group.
8. All retaining walls over 4-feet tall, including rock retaining walls, shall be designed and stamped by a licensed engineer. Submit drawings and calculations to the building department for review and approval.
9. Comply with the Geotechnical Design Recommendations of the Geotechnical Investigation Report and Geohazards Assessment prepared by HDJ Design Group.

10. A landscape plan must be submitted for approval of all common areas, open spaces and rights of way not left in a natural state, listing the number, location and species of trees, sizes of plant materials and ground cover prior to final plat approval. The landscape plan shall also include any fencing that will be constructed along arterial street frontage. The landscape plan shall be prepared by a licensed landscape architect or licensed landscape installer drawn to a legible scale.
11. All landscaped areas to be irrigated with an automatic sprinkler system or drip irrigation system. Xeriscape landscaping is encouraged.
12. Execute a written agreement to the satisfaction of the City Attorney which will allow the City to make arrangements for maintenance of the common areas, open spaces, private roads, access driveways, and landscaped areas should the Homeowner's Association fail or refuse to maintain these areas. The arrangement must be recorded prior to the first building permit being issued.
13. Before commencing construction, the permittee must record with the Benton County Auditor a description of the property indicating that it is subject to a planned development permit.
14. Comply with the Public Works memorandum dated April 12, 2016 and Addendum dated May 26, 2016 (Exhibit A-11).
15. Comply with Traffic Engineer memorandum revised and dated May 4, 2016 (Exhibit 11).
16. Comply with Fire Department comments dated April 4, 2016 (Exhibit 11).
17. Comply with Building Department comments dated March 31, 2016 (Exhibit 11).
18. Comply with Kennewick Irrigation District letter dated April 20, 2016 and June 15, 2016 (Exhibit 12).
19. Provide dust control method(s) such as hydroseeding for all areas of the site that are disturbed. Re-hydroseeding may be required.
20. In lieu of dedication of park land and based on the "Park Fee Determination Process" calculation, pay park fees in the amount of **\$20,577.68** for impacts to Park Planning Zone 6W (Southridge). Fees will be collected at the final plat based on a percentage of lots being final platted.
21. Preliminary Plat 16-03/PLN-2016-01360 expires 5 years from the approval date, the City can grant an extension however an extension needs to be applied for before the preliminary plat expires.

Report Prepared By and Contact Person:  
Wes Romine  
Development Services Manager  
[wes.romine@ci.kennewick.wa.us](mailto:wes.romine@ci.kennewick.wa.us) 509-585-4558



**NOTIFICATION OF MAILING**

I, Melinda Dickler, on 9/2, 2016  
Mailed 66 copies of NOA  
for PP 16-03 / PRD 16-01  
to prop. owners, applicants, interested parties  
as shown on the attached list.

PP 16-03/PRD 16-01  
PLN-2016-01360/00841  
THE VILLAGE @ SOUTHRIDGE  
HE Decision label list

Melinda Dickler  
Signature



## NOTICE OF APPLICATION

**Proposal:** The application for “The Village at Southridge” planned residential development (PRD) and preliminary plat (PP) has been remanded back for a second public hearing to consider additional information that was requested by the Hearing Examiner for clarification. The application was submitted by Matt Smith of William Smith Properties, Inc., (15 S.W. Colorado Avenue, Suite 1, Bend, OR 97702) and Golden Pacific Lifestyles, LLC (11115 N.E. 4<sup>th</sup> Avenue, Vancouver, WA 98684). The site is located south of Ridgeline Drive, and to the east and west of the future extension to the south of S. Sherman Street. The project proposes a 55+ senior living community that develops approximately 51.9 acres into 172 lots that include 153 single-family lots, 16 cottage lots, a clubhouse lot, an Independent Living facility, an Assisted Living facility, and a Rehab facility. The preliminary plat application is for phases 1 – 4 which will be a 36.2 acre portion of the planned residential development and have 153 single-family lots. The smallest lot size is 5,154 square feet and the largest lot size is 23,221 square feet. The site is currently zoned Residential Medium Density District (RM). The Comprehensive Plan designation is Medium Density Residential. The file number is PRD 16-01/PLN-2016-00841 & PP 16-03/PLN-2016-01360.

**Open Record Hearing:** The City of Kennewick Hearing Examiner will conduct an open record hearing at 6:00 p.m. on **September 22, 2016** in the Council Chambers in Kennewick City Hall at 210 W. 6<sup>th</sup> Avenue, Kennewick, WA 99336. Testimony will be taken at this meeting. The Hearing Examiner is expected to make a decision for the Planned Residential Development and Preliminary Plat following this meeting.

**Public Comment Period:** You may submit comments at any time until **September 14, 2016**, before 4:30 p.m. Comments submitted on or before September 14, 2016 will be included in the Hearing Examiner's meeting packet. Comments after September 14, 2016 can be submitted at the Public Hearing. If you have questions on the proposal, contact Wes Romine, Development Services Manager at (509) 585-4558 or via e-mail at [wes.romine@ci.kennewick.wa.us](mailto:wes.romine@ci.kennewick.wa.us).

**Environmental Documents and/or Studies Applicable to this Study:** A Mitigated Determination of Non-significance No.16-16 was issued on May 6, 2016. The time for appealing SEPA issues is fourteen (14) calendar days from the issue date.

**Determination of Completeness:** The application was declared complete on March 25, 2016 for the purpose of processing.

**Project Permits Associated with this Proposal:** None

**Preliminary Determination of Regulations Used for Project Mitigation:** Title 18 (Zoning), Title 17 (Subdivision), Title 4 of the Kennewick Municipal Code and the land use policies contained in the Kennewick Comprehensive Plan.

**Estimated Date of Decision:** Within 10 business days of the Hearing date of September 22, 2016.

**To Receive Notification of the Decision and/or the Environmental Determination:** Contact the Development Services Division at 210 W. 6<sup>th</sup> Avenue, Kennewick, WA 99336 or via telephone at (509) 585-4280.

**Appeal:** Any person aggrieved by the decision of the Kennewick Hearing Examiner on this proposal may appeal to the Superior Court of Benton County within twenty-one (21) days of the date of decision.

Wes Romine, Development Services Manager

The City of Kennewick welcomes full participation in public meetings by all citizens and does not discriminate on the basis of disability, pursuant to the requirements of the American with Disabilities Act of 1990, pub. L 101-336. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the City of Kennewick, Wes Romine, Development Services Department at (509) 585-4558 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.



This plan is suitable for informational use only.  
 City of Kennewick accepts no liability for any  
 error whatsoever.

900 ft 1 : 11416 1in : 951.33ft

**Project Location**  
**PRD 16-01 & PP 16-03**



## EXHIBIT 18

PP 16-03/PRD 16-01  
PLN-2016-01360/00841  
THE VILLAGE @ SOUTHRIDGE  
HE Decision label list

37  
JF & GLADYS MOORE  
3514 S SHERMAN ST  
KENNEWICK WA 99337

KENNEWICK IRRIG. DISTR.  
BEN WOODARD  
2015 S ELY ST  
KENNEWICK WA 99337

37  
MATT SMITH  
WM SMITH PROPERTIES INC  
15 SW COLORADO STE 1  
BEND OR 97702

37  
ERIC & TANYA MATHISON  
15 SW COLORADO AVE STE 1  
BEND OR 97702

37  
WEINHAMMER TRUST.  
FERDINAND & CHRISTINA  
3768 S MCKINLEY ST  
KENNEWICK WA 99338

37  
CALEB & DANIELLE FRANCIS  
6147 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
JOSEPH & MARCI RIDINGER  
6097 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
CHRISTOPHER C CEJKA  
6502 RIDGELINE DR  
KENNEWICK WA 99338

37  
DARELL E STOCKER  
85026 SUMMIT VIEW DR  
KENNEWICK WA 99338

37  
MARK W & ELIZABETH THOMPSON  
2317 FERNDAL AVE  
RICHLAND WA 99354-1926

37  
KENNEWICK ACQUISITION LLC  
15 SW COLORADO STE. 1  
BEND OR 97702

37  
BRINKLEY INVESTMENT CO LLC  
2906 S TACOMA PL  
KENNEWICK WA 99337

37  
MICHAEL L LONGAKER  
6614 RIDGELINE DR  
KENNEWICK WA 99338

37  
LEE & FERN MARIE ROBERTS  
1010 S TAFT ST  
KENNEWICK WA 99338-1317

37  
BRIAN C & TARYN L CONRAD  
6102 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
JN RUSSELL FAMILY TRUST  
6125 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
RYAN M & KATIE LYNN BIRNEY  
3922 S MCKINLEY ST  
KENNEWICK WA 99338

37  
ANTHONY J PENNELLA  
MARIE D PENNELLA  
6436 RIDGELINE DR  
KENNEWICK WA 99338

37  
EARL G & WENDY K GILLIAM  
6230 RIDGELINE DR  
KENNEWICK WA 99338

37  
JOSE M & PATRICIA E ORTIZ  
6700 RIDGELINE DR  
KENNEWICK WA 99338

37  
KENNEWICK IRRIG. DISTR.  
JASON MCSHANE  
2015 S ELY ST  
KENNEWICK WA 99337

37  
KENNEWICK SCHOOL DIST.  
1000 W 4<sup>TH</sup> AVE  
KENNEWICK WA 99336

37  
SCOTT ESPEDAL  
GOLDEN PACIFIC LIFESTYLES LLC  
11115 NE 14<sup>TH</sup> ST STE 103  
VANCOUVER WA 98684

37  
ARLO E & JUDITH A PAGEL  
3746 S MCKINLEY ST  
KENNEWICK WA 99338

37  
FRANK P DONANGELO  
GINA N DONANGELO  
6124 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
DALE & MARLENE OSTENDORF  
TRUSTEES  
6103 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
JOHN W & PATRICIA SCHULTZ  
6552 RIDGELINE DR  
KENNEWICK WA 99338

37  
GREEN FROG LLC  
103504 E TRIPPLE VISTA DR  
KENNEWICK WA 99338

37  
FRANK & LAVONNE MADER  
77226 MADER-RUST LN  
ECHO, OR 97826

EXHIBIT 18

37  
TORY & JENNIFER BROWN  
3725 S MCKINLEY ST  
KENNEWICK WA 99338

37  
THOMAS & NICOLETTE HENSYEL  
6120 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
ANDREW TROXEL  
6057 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
MICHAEL STORDAHL  
5986 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
GINGER & SCOTT BENECKE  
5943 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
MARC JONES  
5955 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
DANIEL KLEPPER  
3728 S LINCOLN ST  
KENNEWICK WA 99338

37  
HDJ – DIV. OF PBS  
JASON MATTOX  
6115 BURDEN BLVD, STE. E  
PASCO WA 99301

37  
PAUL JONES  
3731 S LINCOLN ST  
KENNEWICK WA 99338

37  
SHAWN WALSH  
3786 S LINCOLN ST  
KENNEWICK WA 99338

37  
DENNIS & DEBORAH MARKS  
3825 S LINCOLN ST  
KENNEWICK WA 99338

37  
SYLVIA LOOSVELDT  
6058 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
SUSAN HOLSTEIN  
6059 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
KELLY ROBERTSON  
6146 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
TERRIS HANENBURG  
6098 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99336

37  
EMMA & MATT VICKERY  
6027 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
KIPP LADENDORF  
5956 W 41<sup>ST</sup> AVE  
KENNEWICK WA 99338

37  
JOHN & ERIN KAPPERS  
3943 S LINCOLN ST  
KENNEWICK WA 99338

37  
TERRI KEOUGH  
3927 S LINCOLN ST  
KENNEWICK WA 993385924

37  
TOM & ANGIE SANTJER  
5937 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
TOM & ANGIE SANTJER  
5924 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
DINA KASPER  
6100 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
AARON RUSSELL  
6125 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
MARCI RIDINGER  
6097 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
MATT WHITLOW  
3964 S MCKINLEY ST  
KENNEWICK WA 99338

37  
BRIDGETT BARLEY  
3978 S MCKINLEY ST  
KENNEWICK WA 99338

37  
GREG & SHANNON PACE  
6066 W 38<sup>TH</sup> AVE  
KENNEWICK WA 99338

37  
AMBER & NICK GUTHRIE  
3896 S LINCOLN ST  
KENNEWICK WA 99338

37  
SHERI & JULIAN PETERSEN  
3105 S LINCOLN ST  
KENNEWICK WA 99338

37  
ALEX JOHNSON  
6014 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

EXHIBIT 18

37  
JOE & LINDA MCCLURE  
5718 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
NICK & ELLEN CARISTO  
5745 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
ROBERT N BROWN  
5705 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
CHELSEA & BRAD ALLRED  
5702 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
PAUL TURNER  
5742 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
CHRIS BLACK  
5814 W 37<sup>TH</sup> PL  
KENNEWICK WA 99338

37  
DON MCINTOSH  
TRENDZ REAL ESTATE  
2462 WOODS DRIVE  
RICHLAND, WA 99352

**Melinda Didier**

---

**From:** mallred@tricityherald.com on behalf of legals, TCH <legals@tricityherald.com>  
**Sent:** Thursday, September 01, 2016 11:58 AM  
**Cc:** Melinda Didier  
**Subject:** Re: Notice of Application PRD 16-01 & PP 16-03 The Village at Southridge  
**Attachments:** OrderConf.pdf

The following legal is set to run 09/04/2016, pricing at \$289.20 and being billed to the following acct:

Acct: 450496  
 Ad#: 2655469

Kennewick City of/Legals  
 PO BOX 6108  
 Kennewick, WA 99336

I have attached a proof, please let me know if you see anything that needs to be changed.

Thank you,  
 Monica Allred

**Legal Department**

Tri-City Herald  
 333 W. Canal Dr  
 Kennewick, WA 99336  
 P: (509) 585-7213  
 E: [legals@tricityherald.com](mailto:legals@tricityherald.com)

**PLEASE NOTE:** NEW ACCOUNT Numbers have been assigned to all Customers. Please Update your Records. We also have a NEW AFFIDAVIT Format. THANK YOU

**\*\*PLEASE NOTE:** Legals must include billing and contact information (name, address, phone number) before your notice can be processed. All notices require a minimum of three business days advance notice of the first publication date,, or the requested start date may not be honored. *AFFIDAVITS* and tear sheets will follow within two weeks after the final publication date of the notice. THANK YOU\*\*

On Wed, Aug 31, 2016 at 4:35 PM, legals, TCH <[legals+canned.response@tricityherald.com](mailto:legals+canned.response@tricityherald.com)> wrote:

Dear Advertiser,

Your legal advertising notice has been received by the Tri-City Herald.

Please carefully read the following information regarding your submission. If you have any questions, please contact our legals line at [509-585-7213](tel:509-585-7213) or Classified Advertising Manager Parker Hodge at [509-585-7257](tel:509-585-7257).

Legal ad notices should be sent at minimum of three business days in advance of the first publication date. More lead time may be required for special requests, such as re-typing or formatting the text or copy, reserving more than a half page of space or sending to



**Ad Order Information**

<b><u>Ad Number</u></b>	<b><u>Ad Type</u></b>	<b><u>Production Method</u></b>	<b><u>Production Notes</u></b>
0002655469-01	TRI-Legal Liner	AdBooker	

<b><u>External Ad Number</u></b>	<b><u>Ad Attributes</u></b>	<b><u>Ad Released</u></b>	<b><u>Pick Up</u></b>
		No	

<b><u>Ad Size</u></b>	<b><u>Color</u></b>
1 X 116 li	

<b><u>Product</u></b>	<b><u>Placement</u></b>	<b><u>Times Run</u></b>	<b><u>Schedule Cost</u></b>
TRI- Tri-City Herald	0300 - Legals Classified	1	\$289.20

<b><u>Run Schedule Invoice Text</u></b>	<b><u>Position</u></b>
16-01 & PP 16-03/Melinda Didier	0301 - Legals & Public Notices

**Run Dates**  
09/04/2016



auxiliary aids or require assistance to comment at this public meeting, please contact the City of Kennewick, Wes Romine, Development Services Department at (509) 585-4558 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs  
210 W. Sixth Avenue / PO Box 6106,  
Kennewick WA 99336  
#2555469 09/04/2016



**AFFIDAVIT OF PROPERTY POSTING**

The **Remand Public Hearing Property Posting**

sign was posted on **August 30, 2016** (date) at this location:

**Southwest corner of Ridgline & Sherman**, adjacent to **Ridgeline Drive** (street) as depicted in the attached picture(s).

Type of application: **Planned Residential Development PRD 16-01 & Preliminary Plat PP 16-03.**

Proposal **172 lot subdivision**

Applicant name **Wes Romine for Golden Pacific Lifestyles, LLC**

Signature  Phone # **509-585-4558**

Date **June 27, 2016**

State of Washington  
County of Benton

I certify that I know or have satisfactory evidence that Wes Romine

signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

  
Notary Public in and for the State of Washington

Residing at Etopeia

My appointment expires 4/29/18



# **PUBLIC NOTICE**

PLANNED RESIDENTIAL DEV. &  
PRELIMINARY PLAT APPLICATION  
DIVIDE A 51.9 ACRES LOT INTO 172 LOTS  
APPLICANT : William Smith Prop., Inc.  
FILE #: PRD 16-01 & PP 16-03

CONTACT: WES 585-4558

REMANDED HEARING: SEPT. 22 ,2016

6:00PM AT CITY HALL

## **CITY OF KENNEWICK**



**PUBLIC NOTICE**  
PLANNED RESIDENTIAL DEV. &  
PRELIMINARY PLAT APPLICATION  
DIVIDE A 5.3 ACRES LOT INTO 172 LOTS  
APPLICANT: William Smith Prop., Inc.  
FILE #: P10 18-01 & P10 18-02  
CONTACT: WES 385-4386  
REMANDED HEARING: SEPT 22, 2018  
8:00PM AT CITY HALL  
**CITY OF KENNEWICK**

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September 1<sup>st</sup>, 2016

Wes Romine  
 City of Kennewick  
 1010 E. Chemical Drive  
 Kennewick, WA 99336

Via email: [Wes.Romine@ci.kennewick.wa.us](mailto:Wes.Romine@ci.kennewick.wa.us)

Re: Hearing Examiner Remanded Decision Response from Applicant  
 The Village at Southridge – PP 16-03/PRD 16-01  
 Kennewick, Washington  
 Project No.: 4190-00

Dear Mr. Romine;

On behalf of Golden Pacific Lifestyles the applicant/developer of The Villages at Southridge, we have received the letter containing the hearing examiners response to the proposed applications for PRD 16-01 and Preliminary Plat 16-03 dated August 1<sup>st</sup>, 2016. The remanded decision was issued by the City of Kennewick in which the applicant was asked to address eight (8) specific items of interest in which it related to providing clarification to both the preliminary plat and planned residential development prior to the upcoming public hearing that is scheduled in September of 2016. The following letter is in response to these eight specified items.

**Item Number:**

1. A more clear description by the Applicants of the proposed uses and descriptions for the PRD 16-01 parcel and the PP 16-03 parcel and how the two parcels will be developed with each other.

Response; Golden Pacific Lifestyles has put forth two separate and distinct applications for consideration by the City of Kennewick. The first application that is under consideration is the Planned Residential Development (PRD) that has been given the name of The Village at Southridge. The intent of this PRD is to provide a senior focused housing community with a host of different living options that fit their needs to age in place. The overall PRD encompasses a total of 50 +/- acres and spans three separate and distinct tax parcels within the City of Kennewick. The three separate tax parcels that are affected by this overall PRD are parcels 117894000002012 owned by Golden Pacific Lifestyles LLC, 117894000002011 owned by William Smith Properties Inc, 117894010857011 owned by Kennewick Acquisition Company III LLC. Refer to Figure 1 for map of ownership boundaries.

Within the boundary of the PRD there is a second and distinct application for a proposed preliminary plat identified by the City of Kennewick as Preliminary Plat 16-03. This preliminary plat is seeking to be identified as subdivision of land that is taking place within the overall construct of the permitted PRD 16-01. Pursuant to City of Kennewick Municipal Code section 18.45.070(4) all preliminary plats taking place within the confines of the PRD must conform to the approved PRD in which they are attached. Subsequently, they can be heard concurrently with the PRD application. While this preliminary plat does not seek to preliminary plat everything within the confines of the overall PRD it does seek to preliminary plat a portion of the PRD related to single family development in the western portion of the PRD, refer to Figure 1 for boundary. The applicant would seek to file subsequent land subdivision applications as applicable conforming to the approved PRD at the time of development for that area of the underlying PRD.

6115 Burden Blvd., Suite E, Pasco, WA 99301  
 509.547.5119 Main  
 509.547.5129 Fax  
[www.hdjdg.com](http://www.hdjdg.com) | [www.pbsenv.com](http://www.pbsenv.com)

### **Proposed Uses:**

The proposed uses within the overall PRD would seek to provide a variety of housing options for seniors, as mentioned before the entire PRD is catered to housing options for the senior community and would be age restricted. Refer to Figure 2 for identified uses and their location within the proposed PRD boundary.

### **Overall PRD**

**Use 1)** The first identified use would be single family residential homes, each home would be constructed on its own lot and each individual lot would be for sale.

**Use 2)** The second use would be for cottage style homes these homes would be near the ILF and ALF facilities and would available for either rent or potentially ownership by those wishing to be near their families that are housed in more intensive care facilities within the PRD.

**Use 3)** Independent Living Facility (ILF) – There would be one of these facilities located within the confines of the PRD and it would be a multi-story facility with multiple rooms within a single building. The intent of this facility is to provide a more independent living environment without the need to care for a larger home, there would also be staff available to address the needs of some of the residents of the facility.

**Use 4)** Assisted Living Facility (ALF) – There would be one of these facilities located within the confines of the PRD and it would be a multi-story facility with multiple rooms within a single building. This facility would cater to those needing assistance with basic daily activities as well as those with Alzheimer's and other types of dementia.

**Use 5)** Rehab Facility – There would be one of these facilities located within the confines of the PRD, it is anticipated to be a single story facility specializing in those that need care after medical procedures and would be seeking to rehabilitate after care from a hospital.

**Use 6)** Clubhouse – There would be a single clubhouse located on-site that would provide a common meeting space for socializing and entertainment. This facility would be open to all residents within the PRD.

### **Preliminary Plat**

The preliminary plat is seeking to develop two of the above identified uses within the overall PRD. These are further identified as Use 1 which is the single family residential portion of the PRD and Use 6 which is the clubhouse portion of the PRD. The preliminary plat would be a subdivision of land within the overall PRD and therefore is required to go through the preliminary platting process in accordance with Title 17 of the City of Kennewick Municipal code. The preliminary plat however is seeking to be constructed in 5 separate and distinct phases of development as shown on the attached preliminary plat map in Figure 3. Since the overall development is seeking to be called The Villages at Southridge the applicant is seeking brand recognition within the community. The Preliminary Plat would not seek to be called something different and therefore will be referred to as The Village at Southridge Phases 1-5 for purposes of platting.

### **Land Ownership and Parcels**

The boundaries of each application are not defined by a single line of ownership and therefore there is not one single parcel of land that conforms to the boundary for just the PRD or just the preliminary plat. As a point of clarification listed below is a list of ownership and affected parcel for each application.

PRD – The overall PRD encompasses 3 separate and distinct tax parcels under 3 separate ownership entities. Those parcels are identified as follows: 117894000002012 owned by Golden

Pacific Lifestyles LLC, 117894000002011 owned by William Smith Properties Inc, 117894010857011 owned by Kennewick Acquisition Company III LLC. As a point of clarification, the original PRD submittal was seeking to entitle land on parcels 7011 and 2011 that were previously committed to a separate preliminary plat not attached to this development that was identified as the Sagecrest Ph. 5 Preliminary Plat. The PRD boundary and development plan has since been altered to not encroach onto any property that has already received preliminary plat approval under a separate permitting process. Refer to Figure 4 for a map of the PRD boundary relative to Sagecrest Ph. 5. As a second point of clarification the original application for the PRD listed Golden Pacific Lifestyles as the owner and William Smith Properties as the owner. It did not list Kennewick Acquisition Company as an owner of real property within the defined PRD boundary. This was an oversight by the applicant and owner since both William Smith Properties and Kennewick Acquisition Company are under the same ownership and representation by Matt Smith who was a signer of the application. Attached as Figure 5 you will find a letter from Matt Smith attesting to the fact that William Smith Properties and Kennewick Acquisition Company are companies controlled by the same ownership interest in which he represents and that this development is happening with the full consent of both William Smith properties and Kennewick Acquisition Company, with their understanding that impacts imparted by this PRD as it relates to Open Space and other conditioned standards would be imparted on properties in which they own.

Preliminary Plat – The Preliminary Plat encompasses 2 separate and distinct tax parcels under 2 ownership entities those parcels are identified as follows: 117894000002012 owned by Golden Pacific Lifestyles LLC, 117894000002011 owned by William Smith Properties Inc. Under the original application for the preliminary plat both entities signed as the owner and the applicant on the City of Kennewick application. The entirety of the parcel owned by Golden Pacific Lifestyles would be developed with the preliminary plat while only a portion of the parcel owned by William Smith Properties would be developed by the preliminary plat. Those lots lying east of the Sherman Street extension would represent the lots that would be developed on properties controlled by William Smith Properties.

2. A more clear description of what is being proposed as part of PRD 16-01. This should be done with a site plan submittal.

Response; A clear and concise synopsis of what is being proposed has been provided under the response to comment number 1 as it relates to PRD 16-01. A site plan was submitted with the original submittal package for the PRD to the City of Kennewick. This site plan was required to conform to the submittal requirements of City of Kennewick Municipal Code 18.45.070(1)a. The standard of care was met with the original submittal and accepted by staff under the original submittal package prior to the first public hearing. As a point of clarification we have re-attached this site plan and listed it as Figure 6.

3. Complete maps and landscape plans of the PRD that include all properties included in the proposal

Response; Under the original PRD submittal landscape maps were provided addressing the entire development seeking approval. These maps met the submittal requirements of City of Kennewick Municipal Code 18.45.070(1)k. For clarification these maps have been provided again and listed as Figure 7 under this response. In addition, under the original PRD submittal the applicant provided Architectural renderings of some of the major components of the PRD in accordance with City of Kennewick Municipal Code 18.45.070(2). These renderings were not presented in the first public hearing but were presented to staff in order for them to comment on.

4. Consistency with Project Names

Response; The overall project is being referred to as The Village at Southridge. This name would encompass all planned uses within the PRD. The preliminary plat is seeking to be developed within the

boundary of the PRD and would seek to use the same name for the purposes of brand recognition. The PRD would be held on file with the City of Kennewick and will have standing under the PRD code. The preliminary plat would constitute a subdivision of land and would seek to be subdivided in accordance with City ordinances. Subsequently, a final plat would be put on record with the County assessors office upon completion of each subdivision of land. The final plat for the project would reference the given name of that subdivision. The preliminary plat has been given the name of The Village at Southridge Phases 1-5. As each phase is developed within the plat it would be recorded relative to this name, this would be no different than the normal subdivision process for single family developments within the City of Kennewick.

Names:

PRD 16-01: Will be referenced as “The Village at Southridge” Planned Residential Development

Preliminary Plat 16-03: Will be referenced as “The Village at Southridge Phases 1-5”

5. What impacts, if any, would result to adjoining properties from the approval of PRD 16-01

Response; The proposed uses within the confines of the developed PRD would still be seeking to provide residential living opportunities for the residents within the area, though they would be based on age for this particular community. The single family and residential cottage portions of the project are an outright permitted use in the underlying RM zone of the project. The clubhouse would be for the benefit of the residents within the community and would be buffered by the development to the south. The ILF, ALF and Rehab facilities due to their proposed height could be a perceived impact but, due the natural topographic relief of the site, this will be mitigated to a certain extent. The project is within close proximity to the newly developed school on W. 38<sup>th</sup> Avenue so larger scale facilities are already developed in the area. The project will contribute to traffic in the area, but will be required to mitigate that through impact fees and development of the roadway infrastructure adjacent to the project. Primary access will be from Ridgeline Drive, so the vast majority of traffic is not seeking to be pushed through any existing residential neighborhoods. Per the non-residential use table located in section 18.12 of the Municipal Code, Health Facilities are an outright permitted use in the current zoning for the project. It is our belief that the project has limited to very little impact on the adjoining developed properties in the areas, and the impacts that we are presenting will be mitigated through fee structures already in place by the City.

6. If lots 171 and 172 are not owned and included in PRD 16-01 would there be a need for PP 16-03 to be developed with PRD relief?

Response; As mentioned under response number 1 of this letter the intent and demonstrated proposal of the PRD is to include Lots 171 and 172 that are controlled by Kennewick Acquisition Company III. They are a willing party in this development and have provided the attached letter under Figure 5 stating such along with the proposed purchase and sale agreement for the property.

The second part of this question that we believe is being implied is what would happen if the preliminary plat were developed as proposed, but the remainder of the PRD were to never develop, how would the required open space component of 15% be met.

In response to this concern, the developer is proposing the following solution, to forego developing what is being called Phase 5 of Preliminary Plat 16-03 in order to meet the minimum open space requirement, see Figure 8 for reserve open space location within the proposed preliminary plat. It would be requested that this become a condition of approval of the preliminary plat.

The point at which Phase 5 could be developed would be when Golden Pacific Lifestyles, or their successor, either purchases property outside the platted boundary of the approved preliminary plat 16-03 within the approved PRD boundary. The second trigger would be a subdivision action through the City of Kennewick that would allow for ground within the permitted PRD boundary to be held in reserve at the required 15%, this would be ground available for development east of Sherman Street and outside Preliminary Plat 16-03.

7. What would be the density of PP 16-03 if lots 171 and 172 of PRD 16-03 are not allowed for open space relief?

Response; The current open space density of just Preliminary Plat 16-03 is 7.48% of the overall PRD. The remaining density required to meet the 15% is contained within properties outside of Preliminary Plat 16-03. The remedy for this situation is being proposed within response number 6. Which in summary would prevent full development of Preliminary Plat 16-03 until such time that properties outside the platted boundary are secured or a subdivision action proposed that would hold a minimum of 15% open space in reserve could be met.

8. Any other information the City deems necessary in order to properly address the requirements for approval of plats and planned development in Kennewick.

Response; The City has not identified any additional information be submitted outside the comments provided in the remanded decision issued by the hearing examiner.

Please feel free to contact me at 509.547.5119 or Jason.Matttox@pbsenv.com with any questions or comments.

Sincerely,  
 HDJ – A Division of PBS



Jason Matttox, PE  
 Senior Engineer/Operations Manager

Attachment(s):

- Figure 1: Parcel Development Map
- Figure 2: PRD Uses
- Figure 3: Preliminary Plat
- Figure 4: PRD Boundary Relative to SageCrest Ph. 5
- Figure 5: Letter from William Smith Properties / Kennewick Acquisition Company and Purchase and Sale Agreements
- Figure 6: PRD Site Plan
- Figure 7a-c: PRD Landscape Plan
- Figure 8: Preliminary Plat Reserve Open Space

cc: Don McIntosh  
 Trendz Real Estate, Inc.  
 13215 C-8 S.E. Mill Plain Blvd  
 Vancouver, WA 98684

AU:RV:ed

Figure 1 - Parcel Development Map

Area in Green is the boundary of The Village at Southridge PRD 16-01

Area in red identifies boundary of parcels affected and their ownership



Golden Pacific Lifestyles  
117894000002012

Kennewick Acquisition  
117894010857011

William Smith Properties  
117894000002011

117894000001005

Area in Purple is the boundary of Preliminary Plat 16-03



# THE VILLAGE AT SOUTHRIDGE - PHASES 1-5

## PRELIMINARY PLAT

FIGURE 3  
PRELIMINARY PLAT

Located In The N 1/2 of the SW 1/4 and the SE 1/4 Of Sec. 17, T. 8 N., R. 29 E., W.M.

**BASIS OF BEARINGS:**  
NAD 83 GRID, NORTH 88°48'06" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17, ESTABLISHED BY HOLDING THE COORDINATES OF FOUND MONUMENTS ON THE NORTH 1/4 CORNER & NORTHEAST CORNER OF SECTION 17, T8N, R29E, W.M., AS LISTED IN BOOK 1 OF SURVEYS, PAGE 1540, RECORDS OF BENTON COUNTY, WASHINGTON. SAID MONUMENTS ARE SHOWN AS CONTROL POINTS #0937 & #0927, RESPECTIVELY IN SAID SURVEY NO. 1540.

**BASIS OF ELEVATION:**  
VERTICAL DATUM CITY OF KENNEWICK: NGVD 1929, HOLDING 879.59 ON NORTHEAST CORNER SEC. 17, PER SURVEY NO. 1540

**APPLICANT/DEVELOPER:**  
WILLIAM SMITH PROPERTIES, INC.  
ATTN: MATT SMITH  
15 SW COLORADO AVE., SUITE 1,  
BEND, OR 97702  
(541) 382-6691

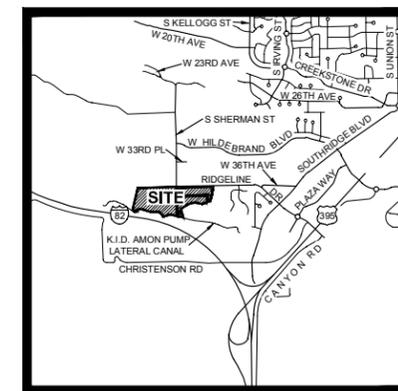
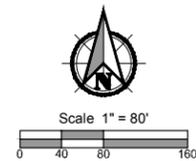
**ENGINEER:**  
HDJ - A DIVISION OF PBS  
ATTN: JASON MATTOX, PE  
6115 BURDEN BLVD., SUITE E  
PASCO, WA 99301  
PHONE: (509) 547-5119

**SURVEYOR:**  
HDJ - A DIVISION OF PBS  
ATTN: ALEX MATARAZZO, PLS  
6115 BURDEN BLVD., SUITE E  
PASCO, WA 99301  
PHONE: (509) 547-5119

**NOTES:**  
1.) TRACTS A-E & TRACT G ARE TO BE OPEN SPACE TRACTS, OWNED AND MAINTAINED BY THE HOA.  
2.) TRACT F IS RESERVED FOR A CLUBHOUSE.

**PHASE LEGEND**

- PHASE I
- PHASE II
- PHASE III
- PHASE IV
- PHASE V



VICINITY MAP  
NOT TO SCALE

- LEGEND**
- 5/8" IRON ROD/REBAR
  - EL ELEVATION
  - INTX INTERSECTION
  - PG. PAGE
  - ROW RIGHT-OF-WAY
  - SF SQUARE FEET
  - TYP TYPICAL
  - SW, IRR & UTIL ESMT SIDEWALK, IRRIGATION & UTILITY EASEMENT (OR A COMBINATION THEREOF)
  - VOL. VOLUME
  - SECTION LINE OR SUB-SECTION LINE
  - EXISTING RIGHT-OF-WAY
  - EXISTING EASEMENT
  - EXISTING GROUND CONTOUR
  - DEVELOPMENT BOUNDARY
  - PROPERTY BOUNDARY
  - PROPOSED RIGHT-OF-WAY
  - PROPOSED RIGHT-OF-WAY CENTERLINE
  - PROPOSED LOT BOUNDARY
  - PROPOSED FENCE LINE
  - PROPOSED PHASE LINE
  - FUTURE RIGHT-OF-WAY
  - FUTURE RIGHT-OF-WAY CENTERLINE

LAND USE TABLE	
SITE AREA:	34.50 ACRES
TOTAL LOT COUNT:	154 LOTS + 7 TRACTS
SINGLE FAMILY RESIDENTIAL LOTS:	154 LOTS
CLUBHOUSE LOT:	1 LOT (TRACT F, PHASE III) 62,250 SF (1.43 ACRES)
MINIMUM LOT AREAS:	SINGLE FAMILY: 5,154 SF
MAXIMUM LOT AREAS:	SINGLE FAMILY: 13,950 SF
OVERALL SINGLE FAMILY AVG. LOT AREA	6,201 SF
RIGHT OF WAY DEDICATION FOR SHERMAN ST, W 38TH AVE (EAST OF SHERMAN) & RIDGELINE DR:	96,557 SF (2.22 ACRES)
TRACTS RESERVED FOR PRIVATE ROADS (INTERIOR ROADS)	272,642 SF (6.26 ACRES)
OPEN SPACE TRACTS (A-E, G):	112,206 SF (2.58 ACRES)

PRELIMINARY  
SUBJECT TO AGENCY REVIEW  
NOT FOR CONSTRUCTION

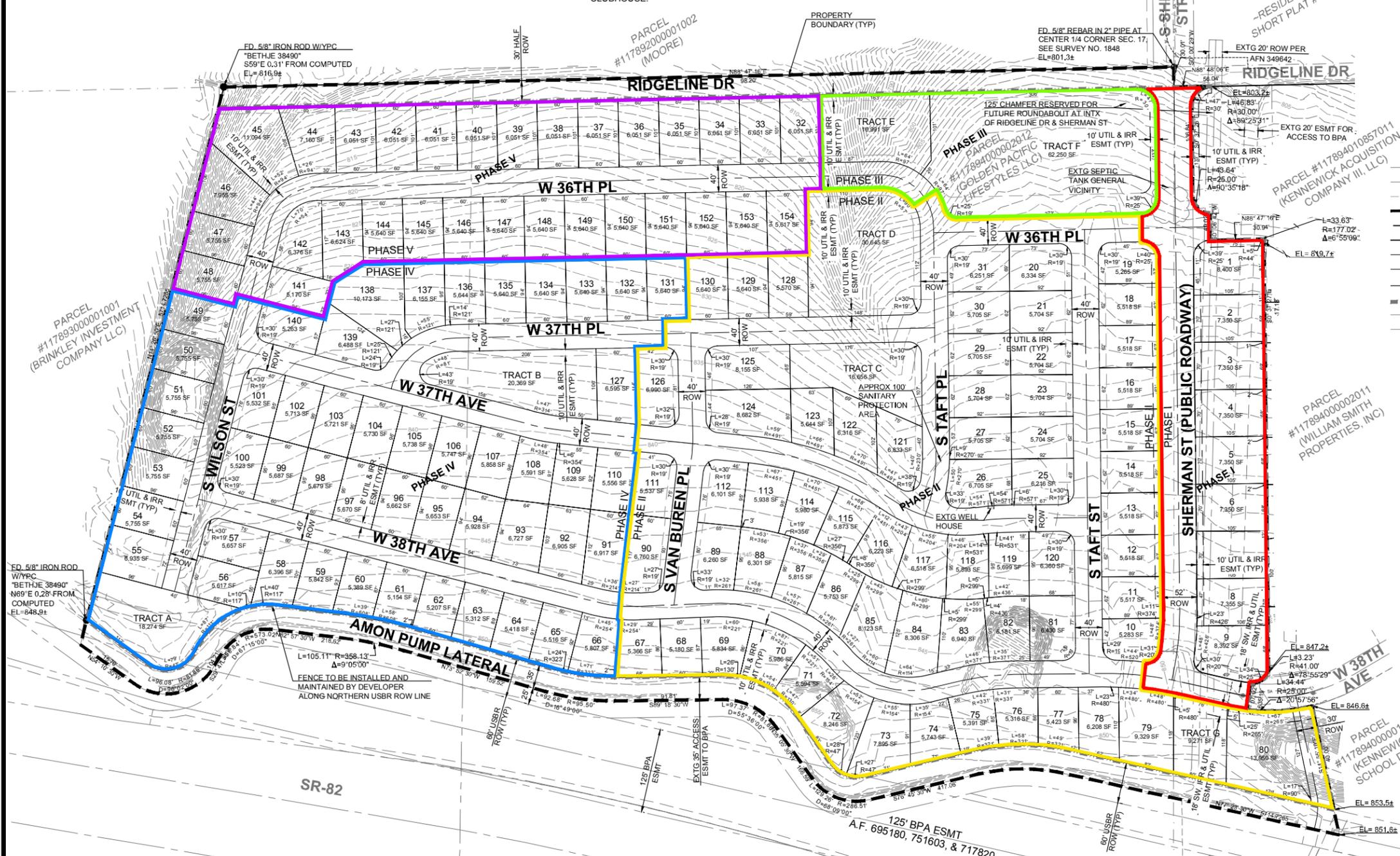


6115 Burden Blvd, Suite E  
Pasco, WA 99301-8360  
509-547-5119  
306-695-3488  
509-547-5128 fax  
Internet: www.hdjgroup.com



PRELIMINARY PLAT FOR:  
**THE VILLAGE AT SOUTHRIDGE - PHASES 1-5**  
A DEVELOPMENT LOCATED IN THE CITY OF KENNEWICK, WASHINGTON

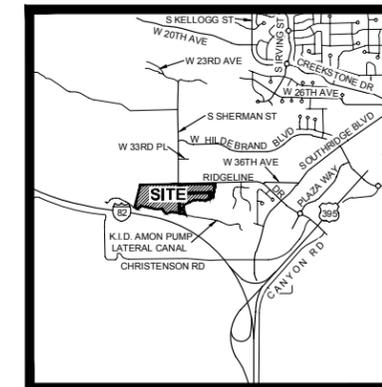
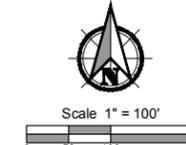
DESIGNED: SG/JLM  
DRAWN: SG/JAM  
CHECKED: JLM  
SCALE: H: 1"=80'  
V: N/A  
SEPTEMBER 2016  
4190-00  
SHEET 1



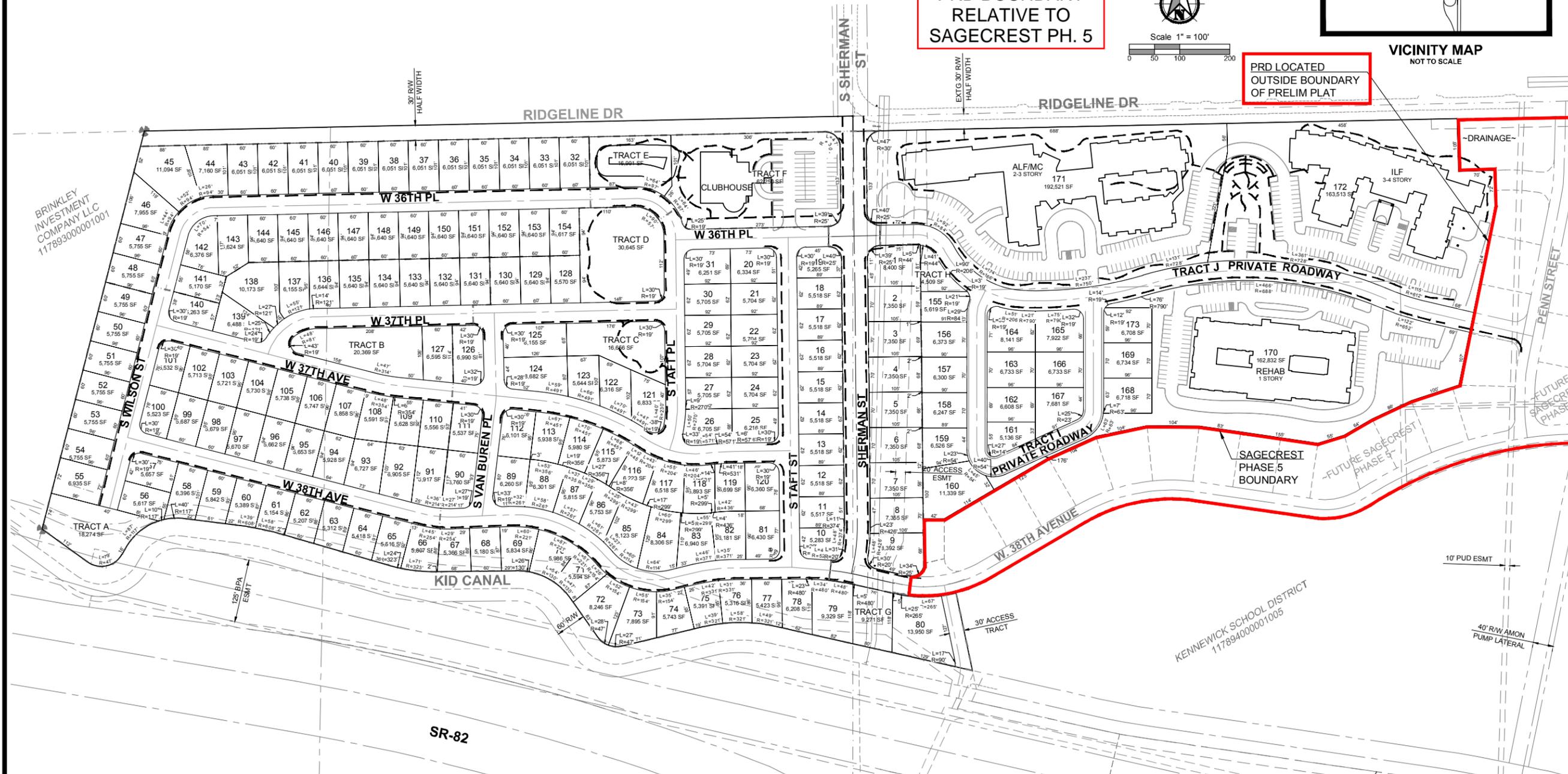
# THE VILLAGE AT SOUTHRIDGE PLANNED RESIDENTIAL DEVELOPMENT

Located In The N 1/2 Of The SW 1/4 and The N 1/2 Of The SE 1/4 Of Sec. 17, T. 8 N., R. 29 E., W.M.  
City of Kennewick, Benton County, Washington

**FIGURE 4  
PRD BOUNDARY  
RELATIVE TO  
SAGECREST PH. 5**



VICINITY MAP  
NOT TO SCALE



LAND USE TABLE	LAND USE TABLE (CONTINUED)	LAND USE TABLE (CONTINUED)	LAND USE TABLE (CONTINUED)	LAND USE TABLE (CONTINUED)
<b>SITE AREA:</b> 50.96 ACRES	<b>MAXIMUM LOT AREAS:</b> SINGLE FAMILY: 13,950 SF COTTAGE: 11,339 SF	<b>TRACTS RESERVED FOR PRIVATE ROADS (INTERIOR ROADS &amp; TRACTS I-J):</b> 358,762 SF (8.24 ACRES)	<b>LOT 170 DETAILS - SF OF BUILDING:</b> 40,009 SF <b>PARKING SPACES:</b> 109 SPACES <b>NUMBER OF BEDS:</b> 60± <b>OPEN SPACE:</b> 65,059 SF (1.49 ACRES)	<b>LOT 172 DETAILS - SF OF BUILDING:</b> 41,154 SF <b>PARKING SPACES:</b> 109 SPACES <b>NUMBER OF UNITS:</b> 100± <b>OPEN SPACE:</b> 77,646 SF (1.78 ACRES)
<b>TOTAL LOT COUNT:</b> 173 LOTS + 10 TRACTS	<b>SINGLE FAMILY, COTTAGE &amp; OVERALL AVG. LOT AREA:</b> SINGLE FAMILY: 6,201 SF COTTAGE: 6,970 SF OVERALL: 6,586 SF	<b>OPEN SPACE TRACTS, WEST (TRACTS A-E, G):</b> 112,206 SF (2.58 ACRES)	<b>LOT 171 DETAILS - SF OF BUILDING:</b> 55,430 SF <b>PARKING SPACES:</b> 114 SPACES <b>NUMBER OF BEDS:</b> 120± <b>OPEN SPACE:</b> 80,642 SF (1.85 ACRES)	
<b>SINGLE FAMILY RESIDENTIAL LOTS:</b> 154 LOTS	<b>RIGHT OF WAY DEDICATION FOR SHERMAN ST, W 38TH AVE (EAST OF SHERMAN) &amp; RIDGELINE DR:</b> 96,557 SF (2.22 ACRES)	<b>OPEN SPACE TRACTS, EAST (TRACT H):</b> 4,509 SF (0.10 ACRES)		
<b>COTTAGE LOTS:</b> 16 LOTS (LOTS 155-169, 173)				
<b>CLUBHOUSE LOT:</b> 62,250 SF (TRACT F)				
<b>MINIMUM LOT AREAS:</b> SINGLE FAMILY: 5,154 SF COTTAGE: 5,136 SF				

**OPEN SPACE CALCULATIONS:**  
RESIDENTIAL PORTION WEST (34.50 ACRES): 2.58 ACRES OPEN SPACE (7.48%)  
COTTAGES AND BUILDINGS EAST (16.46 ACRES): 5.22 ACRES OPEN SPACE (31.71%)  
TOTAL PROPERTY (50.96 ACRES): 7.80 ACRES OPEN SPACE (15.31%)

--- DENOTES SIDEWALK/MEANDERING PATH  
**PRELIMINARY**  
SUBJECT TO AGENCY REVIEW  
NOT FOR CONSTRUCTION



6115 Burden Blvd, Suite E  
Pasco, WA 99301-8930  
509.547.5119  
509.547.5123 fax  
Internet: www.hjdgroup.com



PLANNED RESIDENTIAL DEVELOPMENT FOR:  
**THE VILLAGE AT SOUTHRIDGE**  
A DEVELOPMENT LOCATED IN THE CITY OF KENNEWICK, WASHINGTON

DESIGNED: JLM  
DRAWN: SG/JAM  
CHECKED: JLM  
SCALE: H: 1"=100'  
V: N/A  
SEPTEMBER 2016  
4190-00  
SHEET 1/1

**William Smith Properties, Inc.**

15 S.W. Colorado Avenue, Suite 1  
Bend, Oregon 97702  
Phone: (541) 382-6691  
Fax: (541) 388-5414

**MEMORANDUM**

**DATE:** 8-31-2016

**TO:** Wes Romine  
City of Kennewick

**FROM:** Matt Smith

**CC:** Jason Mattox  
Don Macintosh

**SUBJECT:** PP 16-03/PRD 16-01 The Village at Southridge

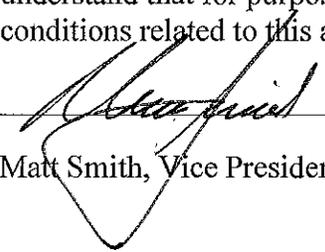
William Smith Properties, Inc. (WSPI) is an Oregon Corporation and the parent company of Kennewick Acquisition Co. III, LLC, a Washington LLC (KACIII), which is a wholly owned subsidiary of William Smith Properties, Inc.

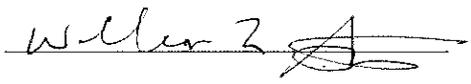
It is with the full consent of WSPI (parcel 11789000002011) and KACIII (parcel 117894010857011) that these parcels are included in the above referenced applications.

We understand that there are impacts that could be imparted by this PRD relating to open space and other conditioned standards.

On January 25<sup>th</sup> of this year we received an 'Administrative Interpretation' (attached) which we had requested to address the question of what happens in the event that our property is encumbered by the conditions of a PRD and the buyer (Golden Pacific Lifestyles, LLC) for whatever reason does not complete the purchase of these parcels.

We have addressed these concerns within our contract with Golden Pacific Lifestyles and understand that for purposes of this decision that our property will be subject to conditions related to this application.

  
Matt Smith, Vice President

  
William L. Smith, President

Attachment 9 (pg 1 of 2)

**COMMUNITY PLANNING DEPARTMENT  
ADMINISTRATIVE POLICY/CODE  
INTERPRETATION**

<b>MUNICIPAL CODE SECTIONS:</b>	KM/C 18.45: Planned Residential Developments (PRD)
<b>SUBJECT:</b>	Determination of process to abandon future phases of an approved PRD.
<b>BACKGROUND:</b>	<p>The owners of property in Kennewick's Southridge area are in negotiations to sell property to a developer that intends to submit a two phase planned residential development permit to the City for future development of the property.</p> <p>Planned Residential Developments or PRDs are governed by Kennewick Municipal Code (KMC) Chapter 18.45. The purposes of this chapter as stated in Section 18.45.010 are to provide flexibility in design, preserve environmentally sensitive areas and other natural characteristics present on the property, create or preserve usable open space, and encourage a variety of housing types. PRDs are permitted in all residential zoning districts throughout the City.</p> <p>KMC section 18.45.080 governs the PRD process, which requires a public hearing before the City's hearing examiner. This section states that PRD approvals are effective for seven (7) years from the date of hearing examiner approval and cannot be changed except for as provided in section 18.45.090 under Major/Minor amendments.</p> <p>KM/C 18.45.090(2): Administration states the following -</p> <p>(2) Minor and Major Adjustments.</p> <p>(a) Minor adjustments may be made and approved by the director when a building permit is issued. Minor adjustments are those which may affect the precise dimensions or siting of buildings, but which do not affect the basic character or arrangement of buildings approved in the final plan, nor the density of the development or the open space requirements. Such dimensional adjustments shall not vary more than ten percent from the original.</p> <p>(b) Major adjustments are those which, in the opinion of the director, substantially change the basic design, density, open space or other requirements of the PRD. When, in the opinion of the director, a</p>

1 | P a g e

Attachment 9 (pg 2 of 2)

<b>DECISION:</b>	<p>Abandonment or vacation of any future phases of a PRD would constitute a "major" change under the above definition. As a major adjustment, this would require review by the hearing examiner. Once the PRD is abandoned the City would process any future land use permits consistent with the applicable permit process. In the case of a residential subdivision a hearing before the City's hearing examiner on the proposed plat would be conducted in accordance with KMC Title 17 requirements.</p> <p>For purposes of establishing the procedural requirements of an abandonment of a PRD, the following determination is made:</p> <p>As a major adjustment, this would require review by the hearing examiner. As this would require additional hearing examiner review/public hearing and action, a request to abandon future PRD phases would be subject to an additional PRD fee in effect at the time of application. The requirements of SEPA would not apply to an abandonment of a PRD. Any future land use applications would be processed consistent with the applicable process.</p>
<b>PLANNING DIRECTOR APPROVAL:</b>	<p><i>Gregory MacComick</i> Gregory MacComick, AICP - Community Planning Director January 25, 2016</p>
<b>DATE:</b>	January 25, 2016
<b>APPEAL PROCESS:</b>	<p>To appeal this determination, a written appeal accompanied by the required filing fee - must be filed with the City's Hearing Examiner (210 W. 6<sup>th</sup> Ave., Kennewick, WA 99336, (509) 585-4275) no more than 14 days from the date of this decision. Your submittal should explain the basis for the appeal. Section 18.54.040 of the Kennewick Municipal Code provides further information on the appeal process.</p>

2 | P a g e

**SECOND AMENDED AND RESTATED ADDENDUM  
TO  
VACANT LAND PURCHASE AND SALE AGREEMENT**

This Second Amended and Restated Addendum (“**Addendum**”) to Vacant Land Purchase and Sale Agreement is dated for reference purposes as of February 19, 2016, and is made by and between Golden Pacific Lifestyles LLC, a Washington limited liability company (“**Buyer**”) and Kennewick Acquisition Co. III, LLC, a Washington limited liability company, William Smith Properties, Inc., an Oregon corporation, and Tri Cities Development Company LLC, a Washington limited liability company (collectively and individually “**Seller**”). This Addendum supplements and amends the terms of the Vacant Land Purchase and Sale Agreement dated for reference purposes as of October 15, 2015, between Buyer and Seller (as amended or supplemented, the “**Agreement**”), regarding the Property (as defined in the Agreement).

**Recitals**

A. The Agreement includes that certain Addendum/Amendment to Purchase and Sale Agreement comprised of fourteen (14) numbered paragraphs (the “**Original Addendum**”). Paragraph 14 of the Original Addendum provides that the Original Addendum will be replaced by a customized agreement prepared by Seller’s attorney. This Addendum is the customized agreement referenced in said paragraph 14, and replaces and supersedes the Original Addendum. This Addendum also replaces and supersedes the Amended and Restated Addendum to Vacant Land Purchase Agreement dated for reference purposes as of October 20, 2015.

B. The Property is comprised of the following parcels labeled as follows on the Exhibit Map attached to the Agreement: (1) the parcel designated on the Exhibit Map as “OPEN SPACE 9.35 ACRES” (referred to herein as “**Parcel A**”); (2) the parcel designated as “PARCEL 11789400002010 23.78 ACRES” (referred to herein as “**Parcel B**”); (3) the parcel legally described on Attachment 1 hereto, which is comprised of approximately 10.76 acres and is depicted on Attachment 7 hereto (referred to herein as “**Parcel C**”); and (4) the parcel legally described on Attachment 2 hereto, which is comprised of approximately 9.16 acres and is depicted on Attachment 7 hereto (referred to herein as “**Parcel D**”). Each Seller is considered a seller under the Agreement only with respect to those portions of the Property owned by it. Capitalized terms not defined in this Addendum shall have the meaning given to them in the Agreement. (As of the date of this Addendum, Parcel A and Parcel B have been combined to form a single parcel [tax parcel # 117894000002012] comprised of approximately 33.13 acres.)

**Agreement**

Buyer and Seller agree that the terms of the Agreement (including any other amendment, addendum, supplement or attachment thereto) are hereby supplemented and amended as follows:

1. Except as otherwise provided in paragraph 3 below, the Purchase Price for the Property (including any portion thereof) shall equal Sixty Thousand and No/100 Dollars (\$60,000.00) per acre. The acreage of each of the parcels comprising the Property is presumed to equal the acreage shown on the Exhibit Map, unless a different acreage figure is determined through

remeasurement by a licensed surveyor prior to the closing. The projected Purchase Price of Parcels A and B is 33.13 acres x \$60,000 per acre = \$1,987,800.

2. The purchase and sale of the Property will be completed at two closings as follows:

(a) The closing of the purchase and sale of Parcels A and B, which have now been combined in to one discrete parcel (tax parcel # 117894000002012) consisting of 33.13 acres (the **"Phase One Closing"**), will occur on February 19, 2016 (the **"Phase One Closing Date"**); and

(b) The closing of the purchase and sale of Parcels C and D (the **"Phase Two Closing"**) will occur on a date (the **"Phase Two Closing Date"**) specified by Buyer in a written notice given to the Seller and the Closing Agent at least seven (7) days prior to the Phase Two Closing. In no event shall the Phase Two Closing Date occur later than June 1, 2017 (the **"Outside Phase Two Closing Date"**) unless the Outside Phase Two Closing Date is extended as provided below.

3. Buyer may extend the Outside Phase Two Closing Date from June 1, 2017 to December 1, 2019, by (i) giving written notice of such extension to Seller and the Closing Agent and (ii) by paying directly to Seller an additional non-refundable Earnest Money deposit in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00). In order for the extension to be effective, both the extension notice and payment of the \$50,000 deposit must be received by Seller not later than forty five (45) days prior to June 1, 2017, i.e., by April 17, 2017. Time is of the essence of this Addendum. In the event Buyer elects to extend the Outside Phase Two Closing Date pursuant to this paragraph, the Purchase Price for Parcels C and D will increase from Sixty Thousand and No/100 Dollars (\$60,000.00) per acre to Sixty Five Thousand and No/100 Dollars (\$65,000.00) per acre.

4. The initial Earnest Money in the amount of \$25,000 has been converted to cash and has become non-refundable. Such deposit shall be held by the Closing Agent until the Phase Two Closing and shall be applicable to the purchase price of Parcels C and D at the Phase Two Closing. In the event that Buyer fails, without legal excuse, to complete either Closing, the initial Earnest Money of \$25,000 and, if applicable, the additional Earnest Money of \$50,000 shall be forfeited to Seller as liquidated damages.

5. Buyer will be entitled to possession of Parcels A and B upon completion of the Phase One Closing and of Parcels C and D upon completion of the Phase Two Closing. Buyer will be responsible to reimburse Seller for all holding costs associated with Parcels C and D, including but not limited to taxes, irrigation assessments, weed and dust control, from the date of the Phase One Closing until the Phase Two Property is purchased or the Agreement is terminated. Seller will bill Buyer for such costs as they are incurred. Unless otherwise agreed, Buyer will pay such invoices within thirty (30) days. Unless otherwise agreed, Buyer may not subject any of the Property or Additional Property (as defined below) to covenants, conditions or restrictions or a planned residential development entitlement, or otherwise encumber any of the Property or Additional Property until ownership thereof passes to Buyer.

6. Seller has provided to Buyer, without warranty, a copy of Seller's Phase I environmental site assessment of the Property, which has been approved by Buyer in connection with Buyer's Feasibility Contingency.

7. Buyer's Feasibility Contingency has been fully satisfied.

8. Water to the Property is available at the intersection of Ridgeline Drive and Sherman Street by means of a 16" zone 5 city water line. Seller shall provide sewer to the Property at the intersection of Ridgeline Drive and Sherman Street. Such work shall be completed by the Seller no later than the earlier of (a) the Phase Two Closing Date and (b) Buyer's final plat approval for Phase One.

9. Buyer is responsible to satisfy any requirements of the City of Kennewick with respect to Ridgeline Drive, including street improvements and any utilities (including but not limited to, sanitary sewer, city water, storm sewer, irrigation, and utilities) to be located therein. Seller, upon Buyer's reasonable request at no cost or liability to Seller, will assist Buyer in negotiating with the City of Kennewick to minimize utility and other offsite improvements to be installed by Buyer within Ridgeline Drive (including any extension thereof west of Sherman Street). Seller does not guarantee the success or timing of such negotiations.

10. Seller, at its own expense, has cleared and grubbed existing vegetation and has placed fill in the draw along the west end of the property. Any further material needed for fill will be the sole responsibility of the Buyer.

11. Seller agrees to finance a portion of the purchase price for Parcels A and B in the sum of Two Hundred and Seven Thousand Two Hundred Eighty Seven and No/100 Dollars (\$207,287) (the "Loan Amount"). Such financing shall be documented by the following loan documents: (a) a promissory note in the Loan Amount in the form of Attachment 3 hereto, duly executed by Buyer; and (b) personal guaranties in the form of Attachment 4 hereto, duly executed by Donal McIntosh, Scott Espedal and Larry Marple and their spouses. In consideration for Seller's covenant to provide such financing, the purchase price for Parcels C and D is hereby increased by the Loan Amount.

12. The real property legally described on Attachment 5 hereto (the "Additional Property") shall be added to the property to be sold by Seller and purchased by Buyer pursuant to the Agreement. The Additional Property consists of Lots 1, 2, 3 and 4 on Attachment 7 hereto. Seller has already submitted a Preliminary Plat Application to the City of Kennewick for the Additional Property, and will complete construction and final plat of the property as depicted therein (the "Final Plat"). The Additional Property is depicted on the Preliminary Plat as Lots 15, 16, 17 and 18. If there is any inconsistency between the Preliminary Plat and Attachment 7, the Preliminary Plat controls. Buyer will purchase the Additional Property for a purchase price of \$195,000. The closing on the Additional Property will take place on a date specified by Buyer after the recording of the Final Plat; provided, however, that such date shall not be earlier than five days after written notice by Buyer specifying the closing date, nor later than 90 days after the date of recording of the Final Plat. Seller is willing to close with a 20% down payment with the balance to be paid pursuant to a Promissory Note on terms substantially similar to Attachment

3; however, the balance of principal and interest on the note shall be due and payable on the second anniversary of the closing date and Buyer shall make interim interest-only payments on a monthly basis. Such note shall be secured by a first-priority Deed of Trust on the Additional Property, and the lien of the Deed of Trust will be insured at the expense of Buyer pursuant to an ALTA Loan Policy of Title Insurance acceptable to Seller. Seller will reserve a Storm Tract Easement over that portion of Parcel D legally described on Attachment 6 hereto, and will construct a detention/retention pond and landscaping as required by Seller's Preliminary Plat application at Seller's own cost. Seller is willing to reasonably cooperate with Buyer at the time of construction with regards to landscaping and construction design. Prior to the closing, Seller will subject the the Storm Tract (depicted as "S.T." on Attachment 7) and the Storm Tract Easement and, at Seller's option, the Additional Property to the covenants, conditions and restrictions for Sage Crest, a copy of which has been provided to Buyer. Seller intends to develop the Storm Tract with sufficient capacity to serve certain property owned by Seller which is not part of this Agreement. Buyer shall be permitted to drain storm water from the Additional Property (but no other property) to the Storm Tract, subject to Seller's prior written approval not to be unreasonably withheld (and if applicable, the Sage Crest Owners Association). Buyer, at its sole expense, shall make any improvements and obtain any permit or governmental approval in connection with such drainage. The provisions of the Agreement shall apply to the purchase and sale of the Additional Property, to the extent not inconsistent with the provisions of this Addendum. The form and content of the Promissory Note, Deed of Trust and Storm Tract Easement shall be acceptable to Seller in its sole discretion.

13. Buyer intends to subdivide into nine (9) single family lots that portion of Parcel C lying immediately adjacent to the east side of the future Sherman Road as depicted on Attachment 7 hereto. Buyer's plat shall be subject to Seller's approval, not to be unreasonably withheld. Buyer agrees to diligently pursue the approved plat to completion, to pay all costs in connection with the plat when due, and to construct all infrastructure contemplated thereby (including but not limited to all Sherman Street improvements and the relocation to a suitable site of the 20' Access Easement and 10' Irrigation Easement Lateral depicted on Attachment 7) in a timely manner so that the final plat is recorded prior to the Phase Two Closing. Seller will reasonably cooperate with the recording of the final plat, including the execution of the plat as property owner, provided that such cooperation shall not require the Seller to incur any liability, obligation or expense. Buyer may close the purchase of any or all of the nine lots on any date or dates selected by Buyer after the recording of the final plat; however, no such closing shall take place earlier than five days after written notice by Buyer specifying the closing date, nor later than the date of the Phase Two Closing. The parties acknowledge and agree that Seller's obligation to sell any such lot is contingent upon the recording of a final plat that establishes such lot as a legal lot. If any lot is sold before the Phase Two Closing, the purchase price of such lot shall be \$15,000, which payment shall be credited against the purchase price of the remainder of Parcels C and D at the Phase Two Closing.

14. Seller hereby grants to Buyer a temporary non-exclusive easement over and across the 20' access road on Parcel C, for vehicular and pedestrian ingress and egress between Ridgeline Drive and Buyer's property located to the south of Parcel C. The location of the 20' access road is depicted on the Exhibit Map attached to the Agreement. Buyer agrees to carry commercial general liability insurance with coverage limits of \$2,000,000 per occurrence naming Seller as an additional insured against liability for bodily injury or property damage

resulting from the exercise of the easement rights hereby granted. Buyer further agrees to indemnify, defend and hold Seller harmless from and against any loss, damage, cost or expense (including attorneys fees) incurred by Seller as a result of the exercise of the easement rights hereby granted. Such easement shall commence when Seller receives evidence of the liability insurance required to be provided by Buyer hereunder and shall continue so long as the Agreement remains in full force and effect until the Phase Two Closing.

15. Seller is in the process of granting to the City of Kennewick an easement for the 16" zone 5 waterline that crosses Parcel D, as depicted in Attachment 8 hereto. The easement shall be recorded in the official records of Benton County and the form and terms thereof shall be satisfactory to Seller in its sole discretion. The easement shall contain a provision allowing the owner of Parcel D to relocate the easement to a location acceptable to the City of Kennewick. Any such relocation will be at the sole expense of the Buyer unless otherwise negotiated between the parties.

16. At the Phase Two Closing, Seller will reserve a perpetual non-exclusive easement over and across the 20' access road on Parcel C, for emergency vehicle access between Ridgeline Drive and the parcel designated on the Exhibit Map as "PROPOSED SAGE CREST PHASE 5." Such easement shall include an extension of the existing 20' access road to connect with the benefited parcel. Such easement will be terminated when suitable alternative emergency vehicle access is provided. The easement shall be recorded in the official records of Benton County and the form and terms thereof shall be satisfactory to Seller in its sole discretion.

17. In the event Buyer does not complete the purchase of the Phase Two Property or the Additional Property, or if the Agreement is terminated prior to the Phase Two Closing, then Buyer will cause the release of its planned residential development (PRD) per Attachment 9 hereto and pay all costs associated therewith. Approval of any PRD by Seller does not waive Buyer's obligation under this paragraph 17, which shall survive the termination of the Agreement.

18. Buyer is hereby given notice that Seller intends to complete a tax-deferred exchange of one or more of the parcels comprising the Property and the Additional Property as contemplated by Section 1031 of the Internal Revenue Code of 1986, as amended. Buyer agrees to cooperate with Seller in connection with such tax-deferred exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Such cooperation may include executing an assignment of the Agreement to a "qualified intermediary" selected by Seller (the "Accommodator") in connection with the tax-deferred exchange and, if so requested by Seller, execution of the promissory note and personal guaranties described in paragraph 11 in favor of the Accommodator and its assigns, rather than Seller. The Agreement and Buyer's obligations hereunder are not subject to or conditioned upon Seller's ability to consummate an exchange. Buyer shall have no liability whatsoever in the event that Seller's tax-deferred exchange fails through no fault of Buyer.

19. Buyer may not assign any interest in the Agreement without prior written Seller's consent, which may be granted or withheld in Seller's sole discretion.

20. Seller will provide Buyer, without warranty, a compaction assessment by a geotechnical engineer for the work completed on the west end of Parcel A.

21. Any dispute, controversy, difference, or claim which may arise between the parties out of or in relation to or in connection with the Agreement, or to the interpretation or breach thereof, or to the existence, validity or scope of the Agreement or the arbitration agreement, shall be resolved by arbitration conducted in accordance with the then effective rules of (and by filing a claim with) the Arbitration Service of Portland, Inc. ("ASP") or its successor pursuant to its arbitration rules, as from time to time in effect. Arbitration will take place in Portland, Oregon; however, the arbitrators shall have the authority to conduct a bifurcated hearing partially in Portland, Oregon and partly in Kennewick, Washington. If the amount in controversy does not exceed \$100,000, the dispute shall be decided by a sole arbitrator (unless the parties agreed to a three-person panel). If the amount in controversy exceeds \$100,000 (or if it exceeds \$75,000 and three arbitrators are requested by claimant when initiating the claim), the dispute shall be decided by a panel of three arbitrators (unless the parties agreed to resolution by a sole arbitrator). ASP shall determine the amount in controversy when the statement of claim is filed. Such arbitrators will be neutral attorneys licensed in the state of Washington, and will be selected in accordance with the selection procedures set forth in ASP's arbitration rules. The parties will advance jointly in equal shares the arbitrators' fees and costs of arbitration. The determination of such arbitrator will be final and binding upon the parties to the arbitration, and judgment upon the award rendered by such arbitrators may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. In rendering the award, the arbitrators shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Washington. The arbitrators will set forth the grounds for any decision in the award. The arbitrators will have no jurisdiction to consider evidence with respect to or render an award or judgment for punitive damages (or any other damages not measured by the prevailing party's actual damages) and may not, in any event, make any ruling, finding or award that does not conform the terms and conditions of the Agreement. Any party may apply to any court of competent jurisdiction for a judgment or decree enforcing the arbitral award. Any party may, without inconsistency with this paragraph, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party pending the selection of the arbitrators (or pending the arbitrators' determination of the merits of the controversy or claim). A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding – or any action, suit, or proceeding to confirm, vacate, modify, or correct the award of the arbitrators – will be litigated in courts located in Benton County, Washington, and each party consents and submits to the jurisdiction of any local, state, or federal court located in Benton County, Washington for such purposes.

22. If any arbitration, suit, action or other proceeding is instituted to interpret or enforce the provisions of the Agreement (including this Addendum), to rescind the Agreement, or otherwise with respect to the subject matter of the Agreement, the prevailing party will be entitled to recover from the other party the prevailing party's reasonable costs and expenses associated with the arbitration, suit, action, or other proceeding (including any appellate or bankruptcy proceeding), including reasonable attorneys' fees and expenses. For purposes of this Addendum, "prevailing party" will be as determined by the arbitrator, court or other tribunal.

23. The following attachments are part of this Addendum:

- Attachment 1 – Legal Description of Parcel C
- Attachment 2 – Legal Description of Parcel D
- Attachment 3 – Form of Promissory Note
- Attachment 4 – Form of Personal Guaranty
- Attachment 5 – Legal Description of Additional Property
- Attachment 6 – Legal Description of Storm Tract Easement
- Attachment 7 – Sketch Depicting Additional Property and Storm Tract
- Attachment 8 – Survey Map Depicting Location of Waterline Easement
- Attachment 9 – City of Kennewick Administrative Policy/Code Interpretation

[ Remainder of page intentionally left blank. ]

Except as modified by this Addendum, the terms of the Agreement are unchanged and remain in full force and effect. This Addendum may be signed in one or more counterparts, and by facsimile or electronic mail, and each counterpart, facsimile copy or electronic mail copy shall be deemed an original hereof. In case of a conflict between the terms of the Agreement (including any other amendment, addendum, supplement or attachment) and the terms of this Addendum, the terms of this Addendum shall control.

SELLER

KENNEWICK ACQUISITION CO. III, LLC

By: [Signature]  
Name: Adam Scott  
Its: Vice President  
Date: 2/16/16

WILLIAM SMITH PROPERTIES, INC.

By: [Signature]  
Name: Adam Scott  
Its: Vice President  
Date: 2/16/16

TRI CITIES DEVELOPMENT COMPANY LLC

By: [Signature]  
Name: Adam Scott  
Its: Vice President  
Date: 2/16/16

BUYER

GOLDEN PACIFIC LIFESTYLES LLC,  
a Washington limited liability company

By: [Signature]  
Name: Scott Espedal  
Its: MEMBER  
Date: 2/18/15

TELEPHONE 509-582-6716

FAX 509-582-6303

ATTACHMENT 1

WORLEY SURVEYING SERVICES, INC. P.S.  
P.O. BOX 6132  
KENNEWICK, WASHINGTON 99336

PARCEL C

That portion of the Southeast quarter of Section 17 Township 8 North, Range 29 East, of the Willamette Meridian, City of Kennewick, Benton County, Washington, described as follows:

Commencing at the Northwest corner of the Southeast quarter of said Section 17 being a 5/8" rebar inside a 2" pipe, said corner bears South 88°48'06" West for 2663.08 feet from the Northeast corner of the Southeast quarter of said Section 17 being a brass cap in a monument case; thence along the West line of the Southeast quarter South 00°00'29" West for 30.01 feet to the Southerly right of way margin of West Ridgeline drive and the True Point of Beginning; thence along said right of way margin North 88°48'06" East for 145.55 feet to the Northwest corner of that certain parcel as described in that deed recorded under Auditor's file number 2010-003557 records of Benton County, Washington; thence along the boundary of said parcel the following coursed and distances, South 00°37'39" East for 319.99 feet; thence North 88°48'06" East for 940.10 feet; thence South 01°11'54" East for 245.21 feet; thence leaving said boundary South 64°57'08" West for 67.83 feet; thence South 59°56'12" West for 63.84 feet; thence South 73°12'55" West for 54.96 feet; thence North 81°46'21" West for 155.05 feet; thence North 81°55'05" West for 83.42 feet; thence North 89°32'22" West for 103.65 feet; thence South 78°11'37" West for 103.65 feet; thence South 65°53'22" West for 104.38 feet; thence South 59°42'22" West for 239.49 feet; thence South 00°19'43" East for 79.34 feet; thence South 77°10'51" West for 40.97 feet to the start of a 25.00 foot non-tangent curve (whose radius bears South 89°40'17" West); thence Southwesterly along said curve to the right through a central angle of 97°26'45" an arc length of 42.52 feet; thence South 07°07'02" West for 40.00 feet to the start of a 265.00 foot non-tangent curve (whose radius bears North 07°07'02" East); thence Northeasterly along said curve to the left through a central angle of 20°57'56" an arc length of 96.97 feet to the Northeast corner of that certain parcel deeded to the Kennewick School District under Auditor's file number 2011-001826, records of Benton County, Washington; thence along the Western boundary of said parcel South 11°55'10" East for 195.46 feet to the center of Kennewick Irrigation District Amon Pump Lateral; thence along said Amon Pump Lateral North 77°23'30" West for 251.81 feet to intersect the West line of the Southeast quarter of said Section 17 thence along said West line North 00°00'29" East for 1052.59 feet to the True Point of Beginning.

Containing 10.92 acres

TELEPHONE 509-582-6716

ATTACHMENT 2

FAX 509-582-6303

WORLEY SURVEYING SERVICES, INC. P.S.  
 P.O. BOX 6132  
 KENNEWICK, WASHINGTON 99336

## PARCEL D

That portion of the Southeast quarter of Section 17 Township 8 North, Range 29 East, of the Willamette Meridian, City of Kennewick, Benton County, Washington, described as follows:

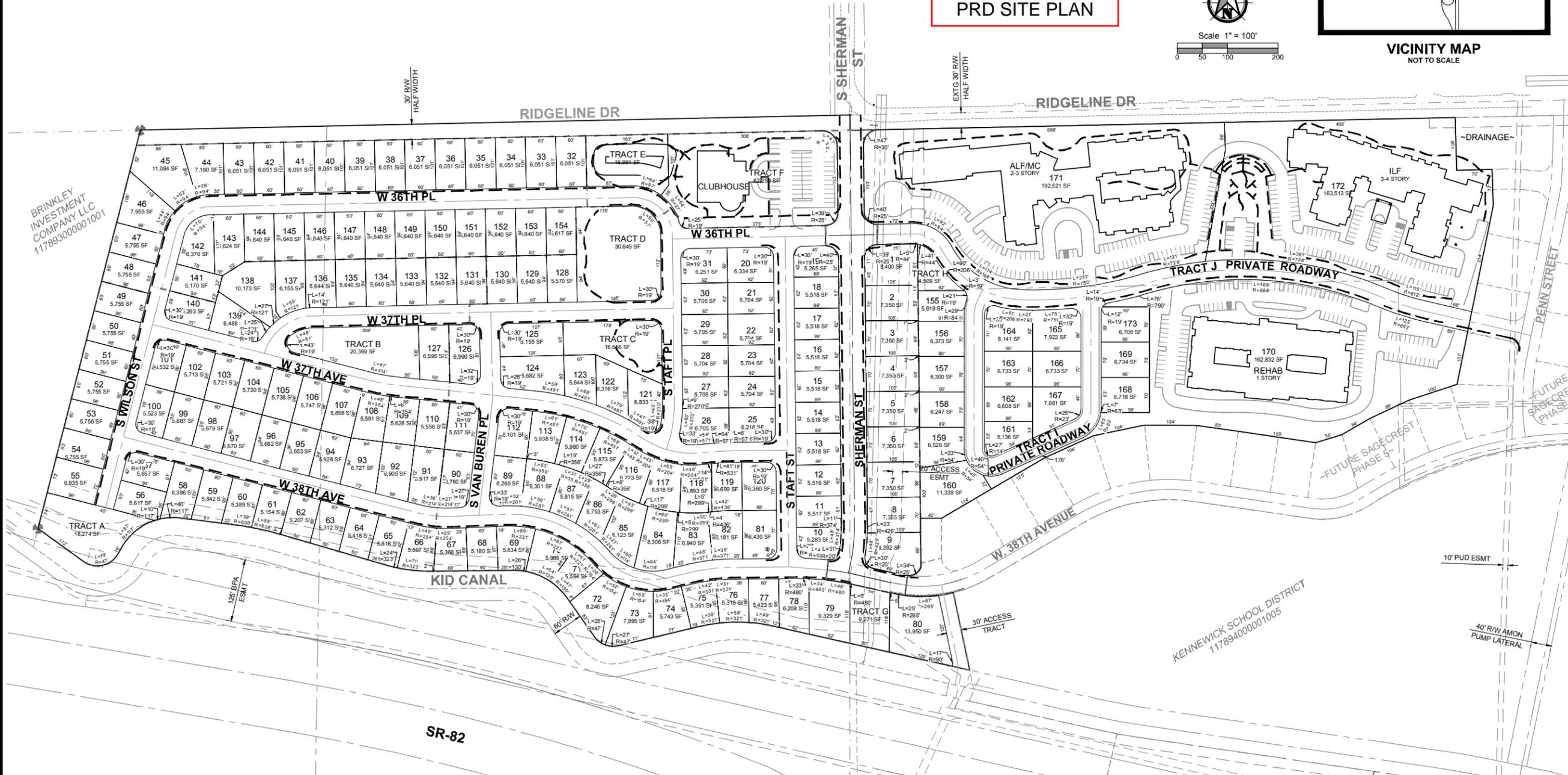
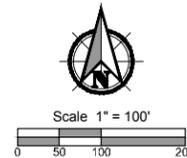
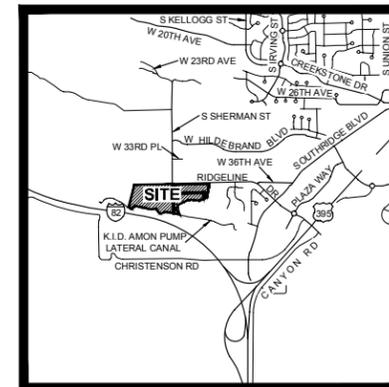
Commencing at the Northwest corner of the Southeast quarter of said Section 17 being a 5/8" rebar inside a 2" pipe, said corner bears South 88°48'06" West for 2663.08 feet from the Northeast corner of the Southeast quarter of said Section 17 being a brass cap in a monument case; thence along the West line of the Southeast quarter South 00°00'29" West for 30.01 feet to the Southerly right of way margin of West Ridgeline drive; thence along said right of way margin North 88°48'06" East for 145.55 feet to the Northwest corner of that certain parcel as described in that deed recorded under Auditor's file number 2010-003557 records of Benton County, Washington and being the True Point of Beginning; thence continuing along the Southerly right of way margin North 88°48'06" East for 1196.36 feet; thence leaving said right of way margin South 01°11'44" East for 106.71 feet to the start of a 320.00 foot radius non-tangent curve (whose radius bears South 06°31'05" West); thence Northwesterly along said curve to the left through a central angle of 08°15'41" an arc length of 46.14 feet; thence South 88°15'24" West for 22.48 feet; thence South 01°44'36" East for 72.33 feet; thence South 11°26'01" West for 361.22 feet; thence South 72°00'48" West for 100.19 feet; thence South 64°57'08" West for 18.30 feet to intersect the Boundary of said parcel recorded under Auditor's file number 2010-003557; thence along the boundary the following courses and distances North 01°11'54" West for 245.10 feet; thence South 88°48'06" West for 940.10 feet; thence North 00°37'39" West for 319.99 feet to the True Point of Beginning.

Containing 9.11 acres

# THE VILLAGE AT SOUTHRIDGE PLANNED RESIDENTIAL DEVELOPMENT

Located In The N 1/2 Of The SW 1/4 and The N 1/2 Of The SE 1/4 Of Sec. 17, T. 8 N., R. 29 E., W.M.  
City of Kennewick, Benton County, Washington

**FIGURE 6  
PRD SITE PLAN**



6115 Burden Blvd, Suite E  
Pasco, WA 99301-8930  
509.547.5119  
509.547.5123 fax  
Internet: www.hjdgroup.com



PLANNED RESIDENTIAL DEVELOPMENT FOR:  
**THE VILLAGE AT SOUTHRIDGE**  
A DEVELOPMENT LOCATED IN THE CITY OF KENNEWICK, WASHINGTON

DESIGNED: JLM  
DRAWN: SG/JAM  
CHECKED: JLM  
SCALE: H: 1"=100'  
V: N/A  
SEPTEMBER 2016  
4190-00

SHEET 1

LAND USE TABLE	LAND USE TABLE (CONTINUED)	LAND USE TABLE (CONTINUED)	LAND USE TABLE (CONTINUED)	LAND USE TABLE (CONTINUED)
<b>SITE AREA:</b> 50.96 ACRES	<b>MAXIMUM LOT AREAS:</b> SINGLE FAMILY: 13,950 SF COTTAGE: 11,339 SF	<b>TRACTS RESERVED FOR PRIVATE ROADS (INTERIOR ROADS &amp; TRACTS I-J):</b> 358,762 SF (8.24 ACRES)	<b>LOT 170 DETAILS - SF OF BUILDING:</b> 40,009 SF <b>PARKING SPACES:</b> 109 SPACES <b>NUMBER OF BEDS:</b> 60± <b>OPEN SPACE:</b> 65,059 SF (1.49 ACRES)	<b>LOT 172 DETAILS - SF OF BUILDING:</b> 41,154 SF <b>PARKING SPACES:</b> 109 SPACES <b>NUMBER OF UNITS:</b> 100± <b>OPEN SPACE:</b> 77,646 SF (1.78 ACRES)
<b>TOTAL LOT COUNT:</b> 173 LOTS + 10 TRACTS	<b>SINGLE FAMILY, COTTAGE &amp; OVERALL AVG. LOT AREA:</b> SINGLE FAMILY: 6,201 SF COTTAGE: 6,970 SF OVERALL: 6,586 SF	<b>OPEN SPACE TRACTS, WEST (TRACTS A-E, G):</b> 112,206 SF (2.58 ACRES)	<b>LOT 171 DETAILS - SF OF BUILDING:</b> 55,430 SF <b>PARKING SPACES:</b> 114 SPACES <b>NUMBER OF BEDS:</b> 120± <b>OPEN SPACE:</b> 80,642 SF (1.85 ACRES)	
<b>SINGLE FAMILY RESIDENTIAL LOTS:</b> 154 LOTS	<b>RIGHT OF WAY DEDICATION FOR SHERMAN ST, W 38TH AVE (EAST OF SHERMAN) &amp; RIDGELINE DR:</b> 96,557 SF (2.22 ACRES)	<b>OPEN SPACE TRACTS, EAST (TRACT H):</b> 4,509 SF (0.10 ACRES)		
<b>COTTAGE LOTS:</b> 16 LOTS (LOTS 155-169, 173)				
<b>CLUBHOUSE LOT:</b> 62,250 SF (TRACT F)				
<b>MINIMUM LOT AREAS:</b> SINGLE FAMILY: 5,154 SF COTTAGE: 5,136 SF				

**OPEN SPACE CALCULATIONS:**  
RESIDENTIAL PORTION WEST (34.50 ACRES): 2.58 ACRES OPEN SPACE (7.48%)  
COTTAGES AND BUILDINGS EAST (16.46 ACRES): 5.22 ACRES OPEN SPACE (31.71%)  
TOTAL PROPERTY (50.96 ACRES): 7.80 ACRES OPEN SPACE (15.31%)

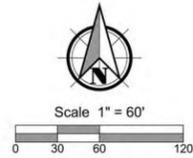
--- DENOTES SIDEWALK/MEANDERING PATH  
**PRELIMINARY**  
SUBJECT TO AGENCY REVIEW  
NOT FOR CONSTRUCTION



Figure 7A - Landscape Plan  
"Original Submittal"

# THE VILLAGE AT SOUTHRIDGE

## PLANNED RESIDENTIAL DEVELOPMENT



LEGEND			
SYM	NAME	PLANT TYPES	
	TREE 'A'	<i>Ginkgo biloba</i> 'Princeton Sentry' (Princeton Sentry Ginkgo) <i>Acer rubrum</i> 'Armstrong' (Armstrong Red Maple) <i>Zelkova serrata</i> 'Green Vase' (Green Vase Zelkova)	TREE 'D'
	TREE 'B'	<i>Fraxinus pennsylvanica</i> 'Marshall' (Marshall Ash) <i>Acer platanoides</i> 'Crimson King' (Crimson King Norway Maple) <i>Liquidambar styraciflua</i> (American Sweetgum)	TREE 'E'
	TREE 'C'	<i>Gleditsia triacanthos</i> 'Inermis' (Sunburst Honey Locust) <i>Tilia cordata</i> (Littleleaf Linden) <i>Cercidiphyllum japonicum</i> (Japanese Katsura Tree)	
		<i>Acer griseum</i> (Paperbark Maple) <i>Quercus rubra</i> 'Maxima' (Red Oak) <i>Acer macrophyllum</i> (Big Leaf Maple)	
		<i>Pinus sylvestris</i> (Scotch Pine) <i>Abies concolor</i> (White Fir) <i>Chamaecyparis nootkatensis</i> (Alaska Cedar)	



Figure 7B - Landscape Plan  
"Original Submittal"

# THE VILLAGE AT SOUTHRIDGE PLANNED RESIDENTIAL DEVELOPMENT



		LEGEND	
SYM	NAME	PLANT TYPES	
TREE 'A'		<i>Ginkgo biloba</i> 'Princeton Sentry' (Princeton Sentry Ginkgo) <i>Acer rubrum</i> 'Armstrong' (Armstrong Red Maple) <i>Zelkova serrata</i> 'Green Vase' (Green Vase Zelkova)	TREE 'D'
TREE 'B'		<i>Fraxinus pennsylvanica</i> 'Marshall' (Marshall Ash) <i>Acer platanoides</i> 'Crimson King' (Crimson King Norway Maple) <i>Liquidamber styraciflua</i> (American Sweetgum)	TREE 'E'
TREE 'C'		<i>Gleditsia triacanthos</i> 'Inermis' (Sunburst Honey Locust) <i>Tilia cordata</i> (Littleleaf Linden) <i>Cercidiphyllum japonicum</i> (Japanese Katsura Tree)	
			TREE 'D'
			TREE 'E'



Sagecrest Ph. 5  
Boundary w/ PRD

Penn Street

Figure 7C - Landscape Plan  
Revision To Landscape at  
Sagecrest Ph. 5 Boundary

# THE VILLAGE AT SOUTHRIDGE - PHASES 1-5

## PRELIMINARY PLAT

Located In The N 1/2 of the SW 1/4 and the SE 1/4 Of Sec. 17, T. 8 N., R. 29 E., W.M.

**FIGURE 8**  
**PRELIMINARY PLAT**  
**RESERVE OPEN SPACE**

**BASIS OF BEARINGS:**  
NAD 83 GRID, NORTH 88°48'06" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17, ESTABLISHED BY HOLDING THE COORDINATES OF FOUND MONUMENTS ON THE NORTH 1/4 CORNER & NORTHEAST CORNER OF SECTION 17, T8N, R29E, W.M., AS LISTED IN BOOK 1 OF SURVEYS, PAGE 1540, RECORDS OF BENTON COUNTY, WASHINGTON. SAID MONUMENTS ARE SHOWN AS CONTROL POINTS #0937 & #0927, RESPECTIVELY IN SAID SURVEY NO. 1540.

**BASIS OF ELEVATION:**  
VERTICAL DATUM CITY OF KENNEWICK: NGVD 1929, HOLDING 879.59 ON NORTHEAST CORNER SEC. 17, PER SURVEY NO. 1540

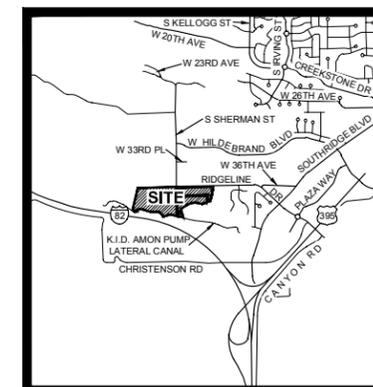
**APPLICANT/DEVELOPER:**  
WILLIAM SMITH PROPERTIES, INC.  
ATTN: MATT SMITH  
15 SW COLORADO AVE., SUITE 1,  
BEND, OR 97702  
(541) 382-6691

**ENGINEER:**  
HDJ - A DIVISION OF PBS  
ATTN: JASON MATTOX, PE  
6115 BURDEN BLVD., SUITE E  
PASCO, WA 99301  
PHONE: (509) 547-5119

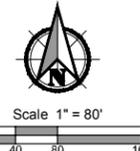
**SURVEYOR:**  
HDJ - A DIVISION OF PBS  
ATTN: ALEX MATARAZZO, PLS  
6115 BURDEN BLVD., SUITE E  
PASCO, WA 99301  
PHONE: (509) 547-5119

**NOTES:**  
1.) TRACTS A-E & TRACT G ARE TO BE OPEN SPACE TRACTS, OWNED AND MAINTAINED BY THE HOA.  
2.) TRACT F IS RESERVED FOR A CLUBHOUSE.

**RESERVE OPEN SPACE**  
(5.87 ACRES) 17.01% OF OVERALL PLAT AREA

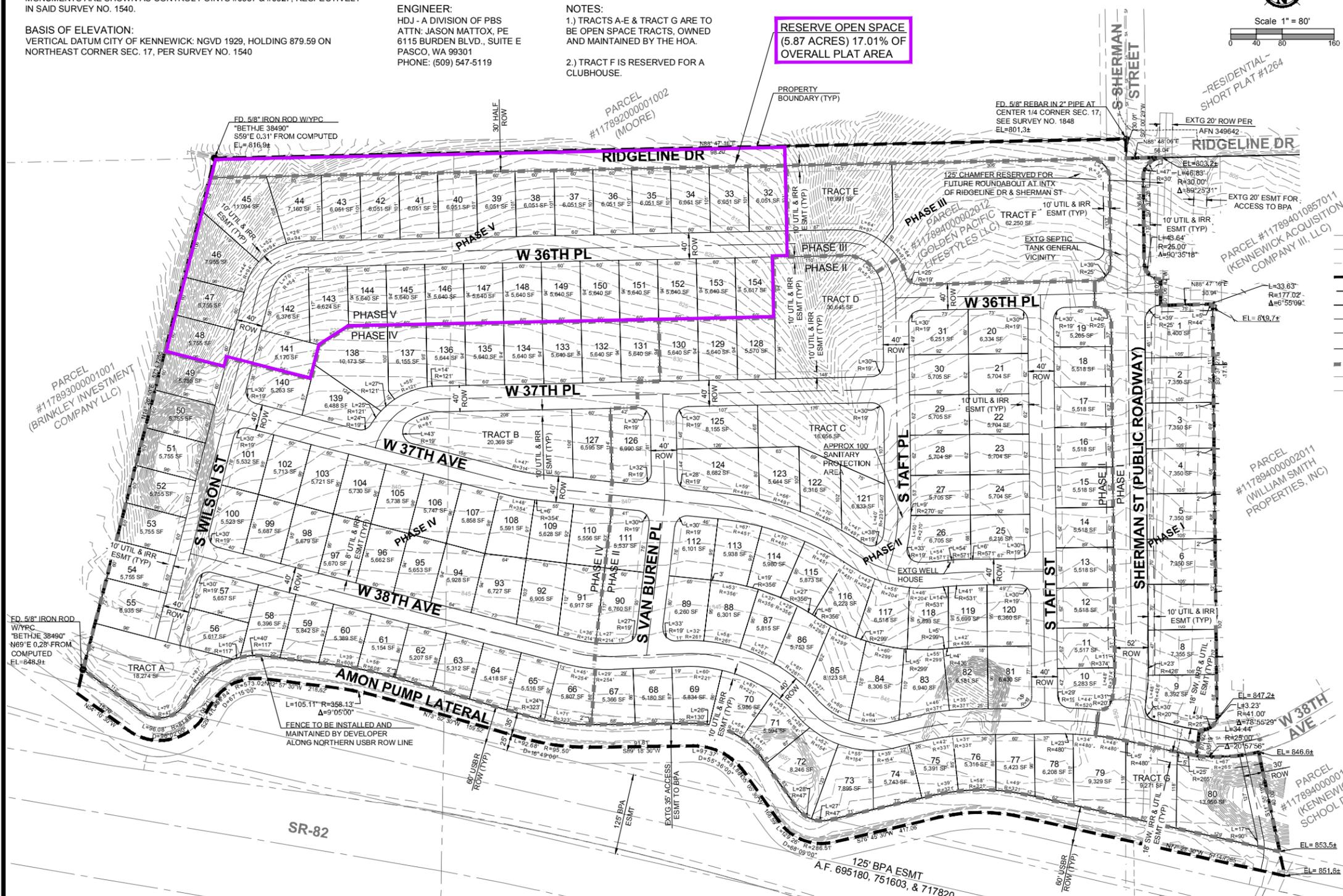


**VICINITY MAP**  
NOT TO SCALE



- LEGEND**
- 5/8" IRON ROD/REBAR
  - EL ELEVATION
  - INTX INTERSECTION
  - PG. PAGE
  - ROW RIGHT-OF-WAY
  - SF SQUARE FEET
  - TYP TYPICAL
  - SW, IRR & UTIL ESMT SIDEWALK, IRRIGATION & UTILITY EASEMENT (OR A COMBINATION THEREOF)
  - VOL. VOLUME
  - SECTION LINE OR SUB-SECTION LINE
  - - - - - EXISTING RIGHT-OF-WAY
  - - - - - EXISTING EASEMENT
  - - - - - EXISTING GROUND CONTOUR
  - - - - - DEVELOPMENT BOUNDARY
  - - - - - PROPERTY BOUNDARY
  - - - - - PROPOSED RIGHT-OF-WAY
  - - - - - PROPOSED RIGHT-OF-WAY CENTERLINE
  - - - - - PROPOSED LOT BOUNDARY
  - - - - - PROPOSED FENCE LINE
  - - - - - PROPOSED PHASE LINE
  - - - - - FUTURE RIGHT-OF-WAY
  - - - - - FUTURE RIGHT-OF-WAY CENTERLINE

LAND USE TABLE	
SITE AREA:	34.50 ACRES
TOTAL LOT COUNT:	154 LOTS + 7 TRACTS
SINGLE FAMILY RESIDENTIAL LOTS:	154 LOTS
CLUBHOUSE LOT:	1 LOT (TRACT F, PHASE III) 62,250 SF (1.43 ACRES)
MINIMUM LOT AREAS:	SINGLE FAMILY: 5,154 SF
MAXIMUM LOT AREAS:	SINGLE FAMILY: 13,950 SF
OVERALL SINGLE FAMILY AVG. LOT AREA	6,201 SF
RIGHT OF WAY DEDICATION FOR SHERMAN ST, W 38TH AVE (EAST OF SHERMAN) & RIDGELINE DR:	96,557 SF (2.22 ACRES)
TRACTS RESERVED FOR PRIVATE ROADS (INTERIOR ROADS)	272,642 SF (6.26 ACRES)
OPEN SPACE TRACTS (A-E, G):	112,206 SF (2.58 ACRES)



**PRELIMINARY**  
SUBJECT TO AGENCY REVIEW  
NOT FOR CONSTRUCTION



6115 Burden Blvd, Suite E  
Pasco, WA 99301-8300  
509.547.5119  
306.095.3488  
509.547.5120 fax  
Internet: www.hdjgroup.com



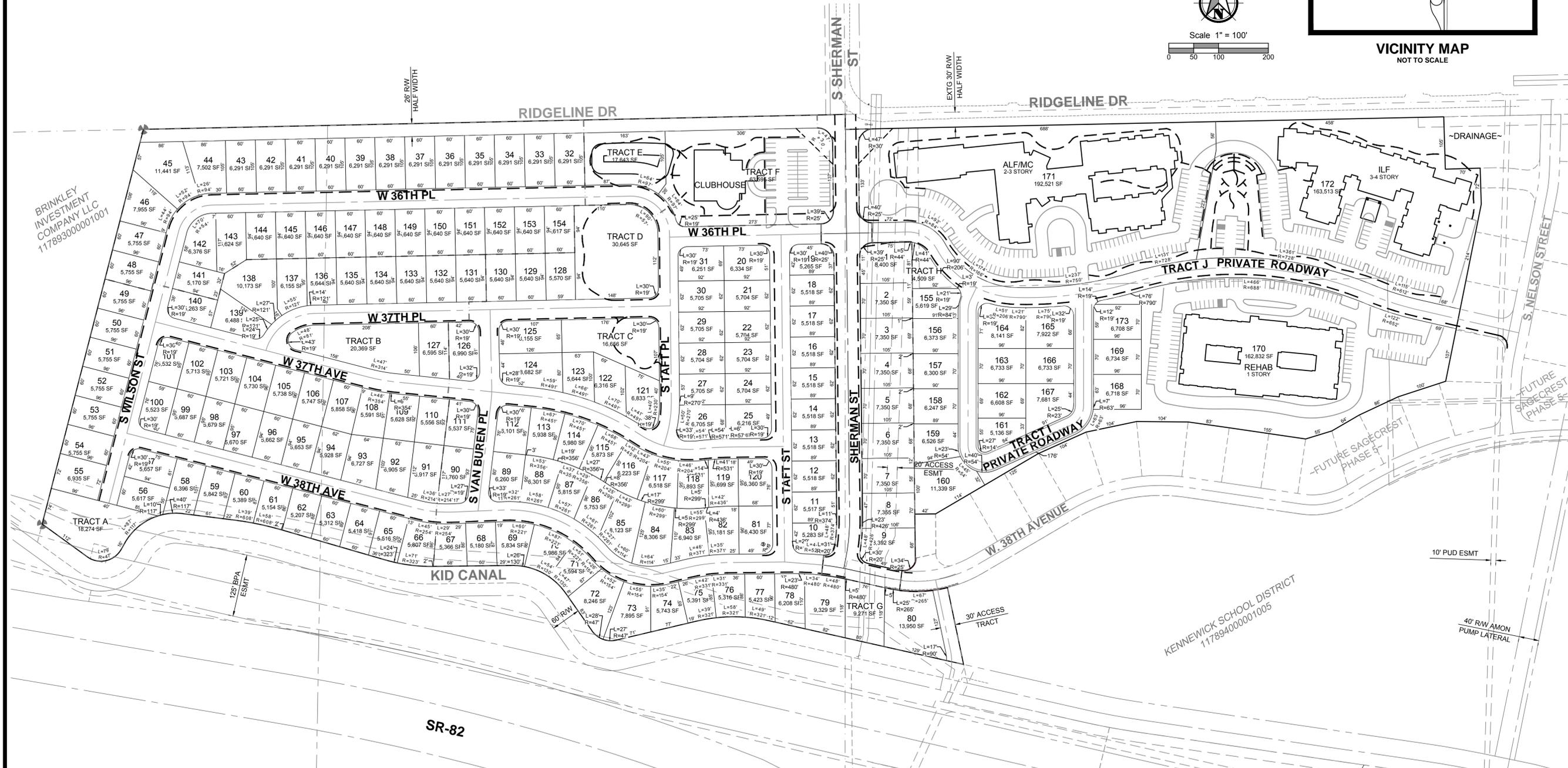
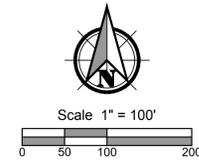
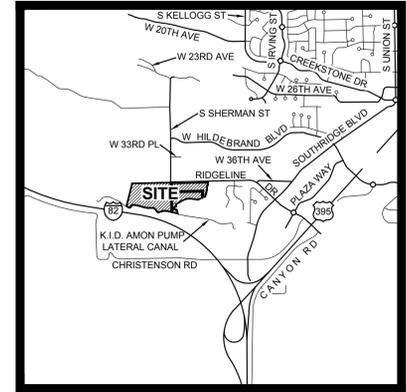
PRELIMINARY PLAT FOR:  
**THE VILLAGE AT SOUTHRIDGE - PHASES 1-5**  
A DEVELOPMENT LOCATED IN THE CITY OF KENNEWICK, WASHINGTON

DESIGNED: SG/JLM  
DRAWN: SG/JAM  
CHECKED: JLM  
SCALE: H: 1"=80'  
V: N/A  
SEPTEMBER 2016  
4190-00

SHEET  
1

# THE VILLAGE AT SOUTHRIDGE PLANNED RESIDENTIAL DEVELOPMENT

Located In The N 1/2 Of The SW 1/4 and The N 1/2 of The SE 1/4 Of Sec. 17, T. 8 N., R. 29 E., W.M.  
City of Kennewick, Benton County, Washington



BRINKLEY INVESTMENT COMPANY LLC  
11789300001001

KENNEWICK SCHOOL DISTRICT  
11789400001005

LAND USE TABLE		LAND USE TABLE (CONTINUED)		LAND USE TABLE (CONTINUED)		LAND USE TABLE (CONTINUED)		LAND USE TABLE (CONTINUED)	
SITE AREA:	50.96 ACRES	MAXIMUM LOT AREAS:	SINGLE FAMILY: 13,950 SF COTTAGE: 11,339 SF	TRACTS RESERVED FOR PRIVATE ROADS (INTERIOR ROADS & TRACTS I-J):	358,762 SF (8.24 ACRES)	LOT 170 DETAILS - SF OF BUILDING: 40,009 SF PARKING SPACES: 109 SPACES NUMBER OF BEDS: 60± OPEN SPACE: 65,059 SF (1.49 ACRES)	LOT 171 DETAILS - SF OF BUILDING: 55,430 SF PARKING SPACES: 114 SPACES NUMBER OF BEDS: 120± OPEN SPACE: 80,642 SF (1.85 ACRES)	LOT 172 DETAILS - SF OF BUILDING: 41,154 SF PARKING SPACES: 109 SPACES NUMBER OF UNITS: 100± OPEN SPACE: 77,646 SF (1.78 ACRES)	OPEN SPACE CALCULATIONS: RESIDENTIAL PORTION WEST (34.50 ACRES): 2.59 ACRES OPEN SPACE (7.51%) COTTAGES AND BUILDINGS EAST (16.46 ACRES): 5.22 ACRES OPEN SPACE (31.71%) TOTAL PROPERTY (50.96 ACRES): 7.81 ACRES OPEN SPACE (15.33%)
TOTAL LOT COUNT:	173 LOTS + 10 TRACTS	SINGLE FAMILY, COTTAGE & OVERALL AVG. LOT AREA	SINGLE FAMILY: 6,224 SF COTTAGE: 6,970 SF OVERALL: 6,597 SF	OPEN SPACE TRACTS, WEST (TRACTS A-E, G):	112,858 SF (2.59 ACRES)	LOT 171 DETAILS - SF OF BUILDING: 55,430 SF PARKING SPACES: 114 SPACES NUMBER OF BEDS: 120± OPEN SPACE: 80,642 SF (1.85 ACRES)			
SINGLE FAMILY RESIDENTIAL LOTS:	154 LOTS	RIGHT OF WAY DEDICATION FOR SHERMAN ST, W 38TH AVE (EAST OF SHERMAN) & RIDGELINE DR:	90,993 SF (2.09 ACRES)	OPEN SPACE TRACTS, EAST (TRACT H):	4,509 SF (0.10 ACRES)				
COTTAGE LOTS:	16 LOTS (LOTS 155-169, 173)								
CLUBHOUSE LOT:	63,595 SF (TRACT F)								
MINIMUM LOT AREAS:	SINGLE FAMILY: 5,154 SF COTTAGE: 5,136 SF								



--- DENOTES SIDEWALK/MEANDERING PATH  
**PRELIMINARY**  
SUBJECT TO AGENCY REVIEW  
NOT FOR CONSTRUCTION

6115 Buren Blvd., Suite E  
Kennewick, WA 98501-1830  
Phone: 360-695-3488  
308/695-3488  
509/547-5129 fax  
Internet: www.hdjgroup.com



PLANNED RESIDENTIAL DEVELOPMENT FOR:  
**THE VILLAGE AT SOUTHRIDGE**  
A DEVELOPMENT LOCATED IN THE CITY OF KENNEWICK, WASHINGTON

DESIGNED: JLM  
DRAWN: SGJAM  
CHECKED: JLM  
SCALE: H: 1"=100'  
V: N/A  
SEPTEMBER 2016  
4190-00

SHEET  
1  
1

# THE VILLAGE AT SOUTHRIDGE - PHASES 1-5 PRELIMINARY PLAT

Located In The N 1/2 of the SW 1/4 and the SE 1/4 Of Sec. 17, T. 8 N., R. 29 E., W.M.

**BASIS OF BEARINGS:**  
NAD 83 GRID, NORTH 88°48'06" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 17, ESTABLISHED BY HOLDING THE COORDINATES OF FOUND MONUMENTS ON THE NORTH 1/4 CORNER & NORTHEAST CORNER OF SECTION 17, T8N, R29E, W.M., AS LISTED IN BOOK 1 OF SURVEYS, PAGE 1540, RECORDS OF BENTON COUNTY, WASHINGTON. SAID MONUMENTS ARE SHOWN AS CONTROL POINTS #0937 & #0927, RESPECTIVELY IN SAID SURVEY NO. 1540.

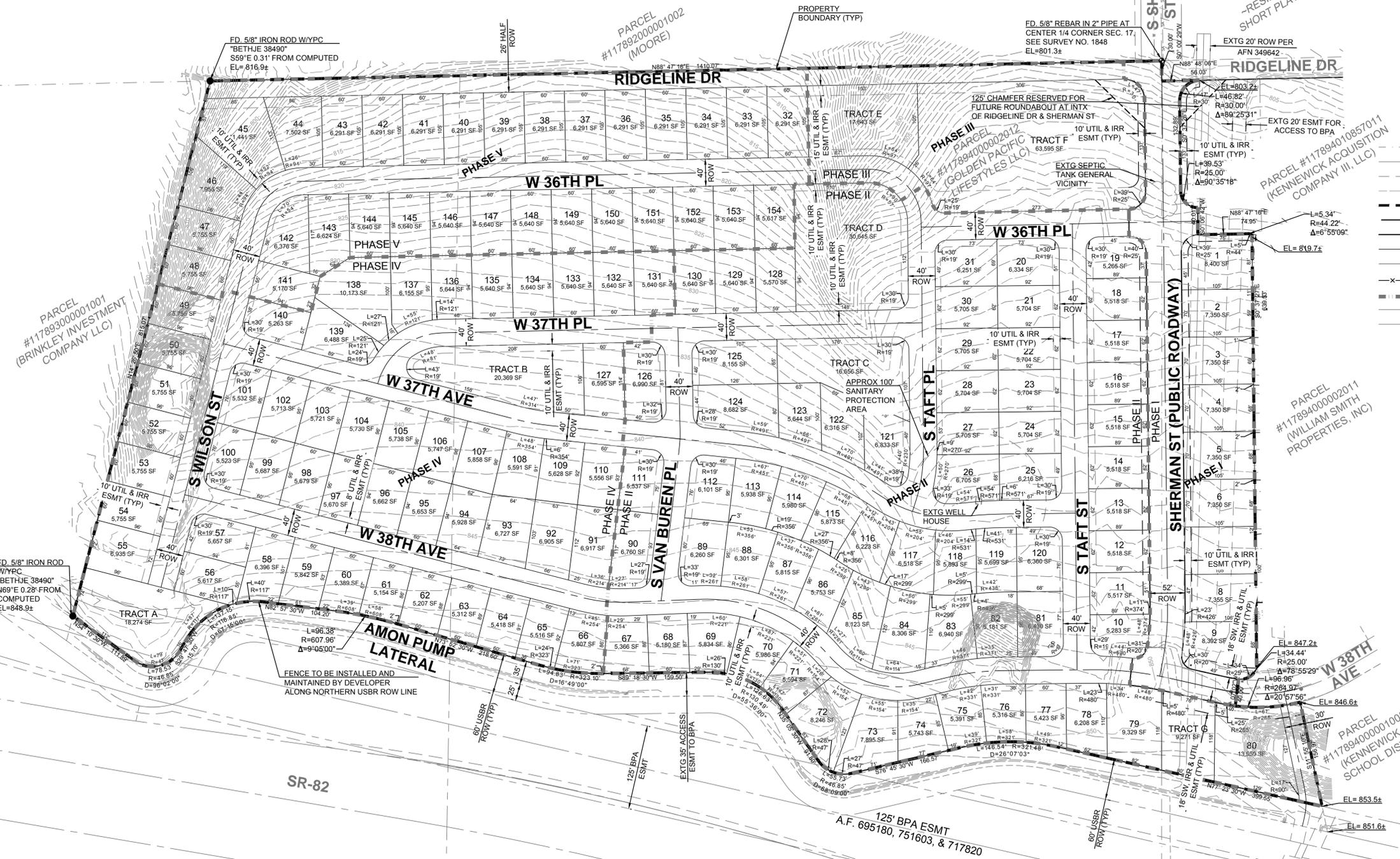
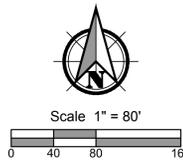
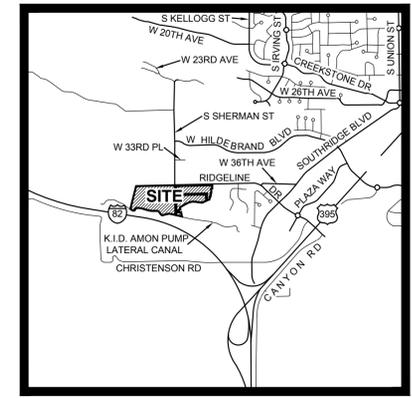
**BASIS OF ELEVATION:**  
VERTICAL DATUM CITY OF KENNEWICK: NGVD 1929, HOLDING 879.59 ON NORTHEAST CORNER SEC. 17, PER SURVEY NO. 1540

**APPLICANT/DEVELOPER:**  
WILLIAM SMITH PROPERTIES, INC.  
ATTN: MATT SMITH  
15 SW COLORADO AVE., SUITE 1,  
BEND, OR 97702  
(541) 382-6691

**ENGINEER:**  
HDJ - A DIVISION OF PBS  
ATTN: JASON MATTOX, PE  
6115 BURDEN BLVD., SUITE E  
PASCO, WA 99301  
PHONE: (509) 547-5119

**SURVEYOR:**  
HDJ - A DIVISION OF PBS  
ATTN: ALEX MATARAZZO, PLS  
6115 BURDEN BLVD., SUITE E  
PASCO, WA 99301  
PHONE: (509) 547-5119

**NOTES:**  
1.) TRACTS A-E & TRACT G ARE TO BE OPEN SPACE TRACTS, OWNED AND MAINTAINED BY THE HOA.  
2.) TRACT F IS RESERVED FOR A CLUBHOUSE.



**LEGEND**

- 5/8" IRON ROD/REBAR
- EL ELEVATION
- INTX INTERSECTION
- PG. PAGE
- ROW RIGHT-OF-WAY
- SF SQUARE FEET
- TYP TYPICAL
- SW, IRR & UTIL ESMT SIDEWALK, IRRIGATION & UTILITY EASEMENT (OR A COMBINATION THEREOF)
- VOL. VOLUME
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- - - - - FUTURE RIGHT-OF-WAY
- - - - - FUTURE RIGHT-OF-WAY CENTERLINE

LAND USE TABLE	
SITE AREA:	34.50 ACRES
TOTAL LOT COUNT:	154 LOTS + 7 TRACTS
SINGLE FAMILY RESIDENTIAL LOTS:	154 LOTS
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MINIMUM LOT AREAS:	SINGLE FAMILY: 5,154 SF
MAXIMUM LOT AREAS:	SINGLE FAMILY: 13,950 SF
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RIGHT OF WAY DEDICATION FOR SHERMAN ST, W 38TH AVE (EAST OF SHERMAN) & RIDGELINE DR:	90,993 SF (2.09 ACRES)
TRACTS RESERVED FOR PRIVATE ROADS (INTERIOR ROADS)	272,642 SF (6.26 ACRES)
OPEN SPACE TRACTS (A-E, G):	112,858 SF (2.59 ACRES)

PRELIMINARY SUBJECT TO AGENCY REVIEW NOT FOR CONSTRUCTION



CITY OF KENNEWICK FILE # PP 16-03/PLN-2016-01360

6115 Burden Blvd, Suite E  
Pasco, WA 99301-8930  
509/547-5119  
306/695-3468  
509/547-5129 fax  
Internet: www.hdjdesigngroup.com



PRELIMINARY PLAT FOR:  
**THE VILLAGE AT SOUTHRIDGE - PHASES 1-5**  
A DEVELOPMENT LOCATED IN THE CITY OF KENNEWICK, WASHINGTON

DESIGNED: SG/JLM  
DRAWN: SG/JAM  
CHECKED: JLM  
SCALE: H: 1"=80'  
V: N/A  
SEPTEMBER 2016  
4190-00  
SHEET

1  
2

# THE VILLAGE AT SOUTHRIDGE - PHASES 1-5

## THE VILLAGE AT SOUTHRIDGE

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 29 EAST OF THE WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON;

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 88°48'06" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 A DISTANCE OF 2663.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'29" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 30.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF RIDGELINE DRIVE; THENCE NORTH 88°48'06" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 56.04 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 30.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 01°11'54" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 46.83 FEET, WITH A DELTA ANGLE OF 89°25'31", A CHORD BEARING OF SOUTH 44°05'20" WEST, AND A CHORD LENGTH OF 42.22 FEET TO A TANGENT LINE; THENCE SOUTH 00°37'26" EAST A DISTANCE OF 136.84 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 43.64 FEET, WITH A DELTA ANGLE OF 99°59'53", A CHORD BEARING OF SOUTH 50°37'22" EAST, AND A CHORD LENGTH OF 38.31 FEET TO A NON TANGENT LINE; THENCE SOUTH 09°34'39" WEST A DISTANCE OF 49.02 FEET; THENCE NORTH 79°22'41" EAST A DISTANCE OF 30.94 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 177.02 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 33.63 FEET, WITH A DELTA ANGLE OF 10°53'07", A CHORD BEARING OF NORTH 84°49'15" EAST, AND A CHORD LENGTH OF 33.58 FEET TO A TANGENT LINE; THENCE SOUTH 89°44'12" EAST A DISTANCE OF 17.18 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 41.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 3.23 FEET, WITH A DELTA ANGLE OF 04°31'12". A CHORD BEARING OF SOUTH 87°28'36" EAST, AND A CHORD LENGTH OF 3.23 FEET TO A NON TANGENT LINE; THENCE SOUTH 00°37'26" EAST A DISTANCE OF 635.19 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 71°48'27" WEST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 34.44 FEET, WITH A DELTA ANGLE OF 78°55'29", A CHORD BEARING OF SOUTH 57°39'17" WEST, AND A CHORD LENGTH OF 31.78 FEET TO A NON-TANGENT LINE; THENCE SOUTH 07°07'02" WEST A DISTANCE OF 40.00 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 265.00 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 07°07'02" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 96.97 FEET, WITH A DELTA ANGLE OF 20°57'56", A CHORD BEARING OF NORTH 86°38'04" EAST, AND A CHORD LENGTH OF 96.43 FEET TO THE NORTHWESTERLY CORNER OF THE KENNEWICK SCHOOL DISTRICT PARCEL PER DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2011-001826, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 11°55'10" EAST ALONG THE WESTERLY BOUNDARY OF SAID KENNEWICK SCHOOL DISTRICT PARCEL A DISTANCE OF 195.46 FEET TO THE SOUTHWESTERLY CORNER THEREOF, SAID CORNER BEING ON THE CENTERLINE OF THE USBR AMON PUMP LATERAL; THENCE ALONG THE CENTERLINE OF THE SAID AMON PUMP LATERAL THE FOLLOWING COURSES NORTH 77°23'30" WEST A DISTANCE OF 417.06 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 286.51 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 129.26 FEET, WITH A DELTA ANGLE OF 25°51'00", A CHORD BEARING OF SOUTH 89°41'00" WEST, AND A CHORD LENGTH OF 128.17 FEET TO A TANGENT LINE; THENCE SOUTH 76°45'30" WEST A DISTANCE OF 166.59 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 81.86 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 97.37 FEET, WITH A DELTA ANGLE OF 68°09'00", A CHORD BEARING OF NORTH 69°10'00" WEST, AND A CHORD LENGTH OF 91.73 FEET TO A TANGENT LINE; THENCE NORTH 35°05'30" WEST A DISTANCE OF 91.81 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 95.50 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 92.68 FEET, WITH A DELTA ANGLE OF 55°36'00", A CHORD BEARING OF NORTH 62°53'30" WEST, AND A CHORD LENGTH OF 89.08 FEET TO A TANGENT LINE; THENCE SOUTH 89°18'30" WEST A DISTANCE OF 159.52 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 358.13 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 105.11 FEET, WITH A DELTA ANGLE OF 16°49'00", A CHORD BEARING OF NORTH 82°17'00" WEST, AND A CHORD LENGTH OF 104.74 FEET TO A TANGENT LINE; THENCE NORTH 73°52'30" WEST A DISTANCE OF 218.62 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 573.02 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 90.84 FEET, WITH A DELTA ANGLE OF 09°05'00", A CHORD BEARING OF NORTH 78°25'00" WEST, AND A CHORD LENGTH OF 90.75 FEET TO A TANGENT LINE; THENCE NORTH 82°57'30" WEST A DISTANCE OF 104.21 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 81.86 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 96.08 FEET, WITH A DELTA ANGLE OF 67°15'00", A CHORD BEARING OF SOUTH 63°25'00" WEST, AND A CHORD LENGTH OF 90.66 FEET TO A TANGENT LINE; THENCE SOUTH 29°47'30" WEST A DISTANCE OF 15.70 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 81.86 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 137.20 FEET, WITH A DELTA ANGLE OF 96°02'00", A CHORD BEARING OF SOUTH 77°48'30" WEST, AND A CHORD LENGTH OF 121.70 FEET TO A TANGENT LINE; THENCE NORTH 54°10'30" WEST A DISTANCE OF 98.20 FEET TO THE WESTERLY LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2015-019472, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 14°26'50" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 852.74 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 88°47'16" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,410.21 FEET TO THE TRUE POINT OF BEGINNING;

HAVING AN AREA OF 1,573,285 SQUARE FEET, 36.12 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**PRELIMINARY**  
SUBJECT TO AGENCY REVIEW  
NOT FOR CONSTRUCTION



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PRELIMINARY PLAT FOR:  
**THE VILLAGE AT SOUTHRIDGE - PHASES 1-5**  
A DEVELOPMENT LOCATED IN THE CITY OF KENNEWICK, WASHINGTON

DESIGNED: SG/JLM  
DRAWN: SG/JAM  
CHECKED: JLM  
SCALE: H: N/A, V: N/A  
SEPTEMBER 2016  
4190-00

SHEET  
2 / 2



## MEMORANDUM

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### Traffic Engineering Division

To: Wes Romine, Development Services Manager  
From: John Deskins, Traffic Engineer  
Date: September 15, 2016  
Re: **UPDATED** - Traffic Engineer's Comments for Village at Southridge  
Project: PP 16-02/PLN-2016-01360 & PRD 16-01/PLN-2016-00841

### **Conditions**

Based upon review of the proposed development site plan, existing traffic conditions, the average weekday traffic volumes generated by similar types of developments (per current ITE Trip Generation Manual), traffic flow and safety, proximately to the intersection adjoining property access and in conformance with Kennewick Administrative Code (KAC) Chapter 13-46 "Highway Access Management", the conditions are as follows:

1. Ridgeline Drive Cross Section Comments:
  - a. The standard City of Kennewick roadway cross section selected for Ridgeline Drive is Drawing No. 2-4 which is 48 feet of curb to curb street. A half-street on this section normally consists of 26 feet (minimum) of right-of-way, and 15 feet of sidewalk, utility, and irrigation easement for a total of 41 feet. In this instance the City is requesting a full right-of-way dedication along Ridgeline Drive of 41 feet with none of the dedication being easement. As previously drawn, the fence line would be along the easement and not the right-of-way line, artificially reducing the lot sizes.
  - b. East of Sherman Street there exists already a 30 foot right-of-way. In this case the City requests an additional 11 foot dedication of right-of-way to match the total half-street right-of-way requested on Ridgeline west of Sherman.
  - c. The right-of-way lines should be shown consistently on both the PRD and the Pre-Plat Drawings
2. Half-Street Improvements for Ridgeline Drive shall be constructed concurrent with PP 16-03 and PRD 16-01
3. As a result of the Proposed PRD some changes are necessary on PP-01, Sage Crest Phase 5. These changes can be handled by a Minor Plat Amendment. The PRD proposes an access off of Nelson Street which is Private Roadway J which

utilizes Lot 16 and part of Lot 15 from PP-01. The developer's engineer, Jason Mattox was advised that they should present documentation of an agreement that would allow for the PRD to secure that access from the current owners. This change would require the Plat Amendment. Required to be included in the amendment is the following.

- a. Documentation of the private roadway in Tract J leading to Nelson Street.
  - b. Removal of proposed right-of-way for current city street access proposed between Lot 18 and Tract A.
  - c. Revision to right of way lines at planned, but now abandoned access at west end of 38<sup>th</sup> Avenue
  - d. Revise Penn Street to the current name of Nelson Street
4. In addition to the plat amendments for PP-01 to gain access at Private Roadway in Tract J, the developer must remove any curb return and pavement at the original public street right-of-way and restore to normal curb gutter and sidewalk. Further, the developer must complete any incomplete curb gutter and sidewalk between lot 1 of PP 16-01 and Lot 9 of PP 16-03.
  5. Reserve right-of-way for future roundabout intersection at Sherman Street & Ridgeline Drive. It should be large enough to support a 140 foot outside diameter plus sidewalks. A 125' chamfer from the center of the future intersection is probably a sufficient place to start for approval. This is a worst case scenario that appears to potentially impact as many as 8 parking stalls at the Clubhouse in the future on the southwest corner. There is no apparent significant impact on the southeast corner.
  6. Sherman Street south of Ridgeline Drive is a special cross section approved by the Public Works Director of 52' feet of right-of way with a 36' roadway. Further required is a 5' utility easement on each side.
  7. A speed hump should be provided centered on the property line at Lots 5 & 6 or Lots 6 & 7 presuming the grades are under 8%. A speed hump should be provided between Lots 1 & 2 or alternatively a raised crosswalk on the north side of Road H to serve the Clubhouse pedestrian traffic.
  8. Stop and Yield signs on the private streets should be per Figure 5 of the Traffic Impact Study dated January 19<sup>th</sup>, 2016 with the exception of the intersection of Road C and Road D should be a Stop sign.
  9. The private streets have been previously approved at 28 feet wide with an approved cross section. This will require Fire Lane signage (effectively No Parking) on one side of the street per City of Kennewick Standard Drawing 7-5. Generally, the parking side will be adjacent to the sidewalk side.
  10. Optional Traffic Calming on Private Internal Streets. Speed Humps are recommended for consideration on Roads B, C, D, and E. Traffic Circle is

recommended at the intersection of Roads D and F. All optional, but if installed, should meet COK standards.

11. It seems awkward that there is no driver turn-around at the Dog Park, Tract E. If users drive there then they really have nowhere to park or turn around.
12. The estimated total Transportation Impact Fee (TIF) for this project is \$105,813 based on the Traffic Impact Study, Table 2. In general the assumptions are reasonable and will be accepted for the Senior Detached (LUC 252) and Senior Attached (LUC 251) housing. The other units will be evaluated more closely at the individual site plans as to whether the proposed Nursing Home (LUC 620) or Assisted Living (LUC 254) is more appropriate. The final totals will be based on the actual building proposed. The Clubhouse will be exempted from the TIF since the trips to and from are anticipated to be effectively internal trips to the site. The final fees will be assessed at the building permit for the structures and is due prior to Certificate of Occupancy. For Residential single family and duplexes, the fee may be deferred until the time of closing of the sale of the unit by recording a covenant against the property.

If the developer disagrees with the assigned contributions for traffic impacts or traffic mitigation, the developer has the right to hire an independent Traffic Engineering Consultant to prepare a Traffic Impact Study to evaluate appropriate impacts and mitigations. No work should start on such a study until consulting with the City of Kennewick Traffic Engineer.



**ECONOMIC DEVELOPMENT AND  
COMMUNITY PLANNING DEPARTMENT**

**UPDATED ADDENDUM TO STAFF REPORT AND  
RECOMMENDATION TO  
THE HEARING EXAMINER**

**FILE No: PP 16-03/PLN-2016-00841  
PDP 16-01/PLN-2016-01360**

**Addendum Date:** September 19, 2016

**Addendum Public Hearing Date and Location:** September 22, 2016, Kennewick City Hall

**Report Prepared By:** Wes Romine  
Development Services Manager

**Summary Recommendation:** The City of Kennewick RECOMMENDS that Preliminary Plat 16-03 & Planned Development Permit 16-01 be APPROVED with conditions.

**Summary of Proposal:** A Planned Residential Development for a 55+ senior living community to develop 51.9 acres into 172 lots including Independent Living, Assisted Living and Rehab facilities. The PRD drawing has been amended to exclude an area immediately west of S. Nelson Street. The applicant has also submitted an amended Preliminary Plat application to subdivide phases 1 – 5 to create 154 single-family lots.

**Proposal Location:** South of Ridgeline Drive and at the east and west of the future extension to the south of S. Sherman Street. Parcel Nos. 1-1789-401-0857-011, 1-1789-400-0002-011, and 1-1789-400-0002-012.

**Property Owners:** Golden Pacific Lifestyles, LLC  
11115 NE 4<sup>th</sup> Street #103  
Vancouver, WA 98684

William Smith Properties, Inc. & Kennewick Acquisition Company III LLC  
15 S.W. Colorado Avenue, Suite 1  
Bend, Oregon 97702

**Applicant:** Don McIntosh (PRD Applicant)  
Trendz Real Estate, Inc.  
13215 C-8 Mill Plain Blvd., PMB #407  
Vancouver, Washington 98684

Scott Espedal – Golden Pacific Lifestyles (PP Applicant)  
 Matt Smith – William Smith Properties, Inc.  
 15 S.W. Colorado Avenue, Suite 1  
 Bend, Oregon 97702

**Engineer:** Jason Mattox  
 HDJ – A Division of PBS  
 6115 Burden Boulevard, Suite E  
 Pasco, WA 99301

- Approval Criteria:**
1. Comprehensive Plan – Land Use
  2. KMC Title 18 – Zoning
  3. KMC Title 17 – Subdivisions
  4. KMC Section 5.56 – Public Works Construction Standards
  5. Washington State Environmental Policy Act

**Key Remand Hearing Processing Dates:**

Property Posting Sign	August 30, 2016
Date of Published Notice of Public Hearing	September 4, 2016
Date of Mailed Notice of Public Hearing	September 2, 2016
Remand Public Hearing Date	September 22, 2016

**Exhibits:**

- 1 Staff Report
- 2 PP & PDP Application
- 3 Notice of Application/Mailing List
- 4 Vicinity Map
- 5 Planned Residential Development Drawing
- 6 Preliminary Plat Drawings
- 7 Landscape Plan
- 8 Street Sections
- 9 SEPA Determination
- 10 Geotechnical Investigation Report/Geohazards Assessment
- 11 City Department Comments
- 12 Outside Agency Comments
- 13 Traffic Letter
- 14 Power Point Hardcopy
- 15 Addendum 2 to PRD – comments for DPA
- 16 Petition

**Remand Hearing Exhibits:**

- 17 Addendum to Staff Report
- 18 Property Posting Affidavit and Public Hearing Mailing
- 19 Remand Response from Applicant
- 20 Amended PRD Drawing
- 21 Amended PP Drawing
- 22 Traffic Engineer Comments updated September 15, 2016
- 23 Updated Addendum to Staff Report

### Staff Response to Remand Hearing Issues:

The following are issues staff feels need clarification:

1. **Area/location of Planned Residential Development:** In April of 2016 a preliminary plat was approved (PP 16-01) with lots on the west side of S. Nelson Street. The original drawing for the subject Planned Residential Development permit showed the area in the PRD near the Independent Living Facility (ILF) overlapping the row of lots west of S. Nelson Street with preliminary plat approval. It was unclear if this area would be developed as part of the PRD because the applicant had not acquired ownership of the area that already had preliminary plat approval. To clarify this issue the applicant has reduced the area of the PRD and has excluded the overlap on the previously approved preliminary plat area. The original PRD application had 16.71% open space and the revised PRD drawing shows 15.31% open space which meets the City of Kennewick code requirement of 15%. (See Exhibit 20)
2. **Possible confusion with the term "Site Plan Submittal":** The term "Site Plan" is typically known as a drawing of proposed buildings and/or proposed lots to be subdivided within the boundaries of a project, however the City of Kennewick also uses the term "Site Plan" as a land use permit that is processed administratively to verify zoning requirements such as setback, parking requirements, etc. KMC 18.42.110 lists requirements for a "Site Plan" permit application and review. The City of Kennewick requires an administrative Site Plan review for commercial projects and residential projects with more than 2 dwelling units on one parcel of land.
3. **Allowed Uses:** The applicant lists the uses as Single-family Homes, Cottage Style Homes, Clubhouse, Independent Living Facility (ILF), Assisted Living Facility (ALF), and a Rehab Facility. Per the Residential Use Table, KMC 18.12.010 A.1, "Residences, single-family" are listed as a permitted use in the RM zoning district. Also "Residences, multi-family" are listed as a permitted use. If a subsequent preliminary plat is submitted to subdivide the remaining PRD area with the cottage style homes, ILF, ALF and Rehab facility the cottage style homes would be permitted as "Residences, single-family". Without further subdivision of that area the cottage style homes would be a permitted use as "Residences, multi-family". "Nursing homes and congregate care facilities" are also a permitted use in the RM zoning district. Per KMC 18.09.1400, the definition of "Nursing Homes and Congregate Care Facilities" is "those facilities which provide care of ambulatory and non-ambulatory patients, and which include assisted living facilities". And per the Non-residential Use Table, KMC 18.12.010 B.1, "Health Facilities" are also a permitted use in the RM zoning district. Per KMC 18.12.080, Health Facilities include "Rest homes, nursing homes, congregate care, and convalescent homes". For the ILF, ALF, Rehab Facility and any residential structures with more than two dwelling units on one parcel a Site Plan Application permit will be required for administrative review and approval prior to issuing building permits.
4. **Relationship of Preliminary Plat to Planned Residential Development:** The proposed Preliminary Plat Phases 1-5 does not include the entire proposed PRD area. KMC 18.45.070(4) states that "Preliminary plats can be considered concurrently with the planned development application and must comply with Title 17". The City's code allows a preliminary plat that is not processed concurrently with the PRD, however since the applicant does not own the entire PRD area there is a question whether the PRD area not included in Preliminary Plat Phases 1-5 will be developed in the future. The

preliminary plat area includes 7.48% open space which does not meet the 15% open space requirements for a PRD. The preliminary plat area is 34.5 acres and will require 5.175 acres of open space or an additional 2.6 acres of open space to meet the 15% open space requirement if the remaining portion of the PRD is not developed. This would be approximately 19 lots of the 31 lots in Phase 5. Since the number of lots in phase 5 that would be required to meet open space requirements is a large percentage of phase 5, staff is recommending condition #6 to be changed as a guarantee that the preliminary plat does not get abandoned after completion of phase 4.

**The City of Kennewick hereby RECOMMENDS the following conditions of approval for Planned Residential Development 16-01 and Preliminary Plat 16-03:**

1. Comply with City of Kennewick regulatory controls, policies and codes, including the Single-family Residential Design Standards.
2. Prior to construction of the Independent Living Facility, Assisted Living Facility, and the Rehab Facility submit a Site Plan application for review and approval.
3. All fees required by the City shall be paid prior to the approval of the final plat.
4. Construct S. Sherman Street per City of Kennewick Standard Detail 2-1, sheet 1 of 4 or 2 of 4 unless deviations are approved by the Public Works Director. Private Residential Streets and Ridgeline Drive to be constructed per Exhibit 8. Where curb tight sidewalks are allowed street trees per the Single-family residential design standards are still required and the centerline of the trees shall be a maximum 5-feet from the back of sidewalk.
5. Development shall be in conformance with the Preliminary Plat drawing dated September 2016 and the Planned Residential Development drawing dated September 2016, (Exhibits 20 & 21).
6. Prior to the final plat of phase 4 of the Preliminary Plat Phases 1-5 (PP 16-03), provide a document to confirm that ownership of the property on the east portion of the PRD has been acquired by the applicant. If ownership has not been acquired, include phase 5 with the phase 4 final plat. A minimum number of lots in phase 5 must be converted to open space to meet 15% open space requirements, and half street improvements on Ridgeline Drive must be built with the phase 4 & 5 final plat. Also, if ownership of the east portion of the PRD has not been acquired provide a revised plan of the phase 4 and 5 area for review and approval.
7. Prior to development of the PRD area to the east of the Preliminary Plat Phases 1-5, submit a preliminary plat amendment to Sage Crest Phase 5 (PP 16-01) to add the connection to S. Nelson Street as shown on the PRD drawing and remove the existing stub street and access currently shown near Ridgeline Drive at the west of S. Nelson. If a preliminary plat amendment and modifications cannot be made to Sage Crest Phase 5, submit a revised PRD layout for approval per KMC 18.45.090 prior to issuance of a building or other permits.
8. Grading to be inspected by a qualified geotechnical engineer and at the completion of grading it must be certified that cut and fill is per the recommendations of the Geotechnical Investigation Report and Geohazards Assessment prepared by HDJ Design Group.

9. All retaining walls over 4-feet tall, including rock retaining walls, shall be designed and stamped by a licensed engineer. Submit drawings and calculations to the building department for review and approval.
10. Comply with the Geotechnical Design Recommendations of the Geotechnical Investigation Report and Geohazards Assessment prepared by HDJ Design Group.
11. A landscape plan must be submitted for approval of all common areas, open spaces and rights of way not left in a natural state, listing the number, location and species of trees, sizes of plant materials and ground cover prior to final plat approval. The landscape plan shall also include any fencing that will be constructed along arterial street frontage. The landscape plan shall be prepared by a licensed landscape architect or licensed landscape installer drawn to a legible scale.
12. All landscaped areas to be irrigated with an automatic sprinkler system or drip irrigation system. Xeriscape landscaping is encouraged.
13. Execute a written agreement to the satisfaction of the City Attorney which will allow the City to make arrangements for maintenance of the common areas, open spaces, private roads, access driveways, and landscaped areas should the Homeowner's Association fail or refuse to maintain these areas. The arrangement must be recorded prior to the first building permit being issued.
14. Before commencing construction, the permittee must record with the Benton County Auditor a description of the property indicating that it is subject to a planned development permit.
15. Comply with the Public Works memorandum dated April 12, 2016 and Addendum dated May 26, 2016 (Exhibit A-11).
16. Comply with Traffic Engineer memorandum revised and dated September 15, 2016 (Exhibit 22).
17. Comply with Fire Department comments dated April 4, 2016 (Exhibit 11).
18. Comply with Building Department comments dated March 31, 2016 (Exhibit 11).
19. Comply with Kennewick Irrigation District letter dated April 20, 2016 and June 15, 2016 (Exhibit 12).
20. Provide dust control method(s) such as hydroseeding for all areas of the site that are disturbed. Re-hydroseeding may be required.
21. In lieu of dedication of park land and based on the "Park Fee Determination Process" calculation, pay park fees in the amount of **\$20,577.68** for impacts to Park Planning Zone 6W (Southridge). Fees will be collected at the final plat based on a percentage of lots being final platted.
22. Preliminary Plat 16-03/PLN-2016-01360 expires 5 years from the approval date, the City can grant an extension however an extension needs to be applied for before the preliminary plat expires.

Report Prepared By and Contact Person:  
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Development Services Manager  
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