



CITY OF OTHELLO
BUILDING & PLANNING DEPARTMENT
500 E MAIN STREET, OTHELLO, WA99344
Planning Dept. 509.488.3302 City Hall 509.488.5686
WWW.OTHELLOWA.GOV

Received By:

Received By
Othello Bldg & Planning
April 16 2024

LAND USE APPLICATION

SECTION 1: Property Location

Property Address: TBD 14th Avenue Parcel #: 1529030682660
Legal Description (Lot#/Block#/Plat): REVISED TAX #2660 LESS SAND HILL ESATES #3 MAJOR PLAT, #5 MAJOR PLAT, #6 MINOR PLAT
Property Existing Zoning: ☐ R-1 ☐ R-2 ☐ R-3 ☒ R-4 ☐ R-M ☐ S-1 ☐ C-1 ☐ C-B ☐ C-2 ☐ C-3 ☐ I-1 ☐ I-2

SECTION 2: Property Owner (holds more than 50% ownership)

Name: Angel Garza / Palos Verdes LLC
Mailing Address: PO Box 484
City/State/Zip: Othello, WA 99344
Phone Number: 509.989.0555
Fax Number: N/A
Email: angel@palosverdesllc.com
Signature: [Signature]
Date: 5/8/24

Section 3: Authorized Representative

(to whom all official correspondence will be sent)

Name: Scott McArthur
Company: McArthur Engineering
Mailing Address: PO Box 2488
City/State/Zip: Post Falls, ID 83877
Phone Number: 208.446.3307
Fax Number: N/A
Email: scott@mcArthur-eng.com

SECTION 4: Applicant

Name: Scott McArthur
Mailing Address: PO Box 2488
City/State/Zip: Post Falls, ID 83877

Phone Number: 208.446.3307
Fax Number: N/A
Email: scott@mcArthur-eng.com

I (print) Scott McArthur herby affirm and certify, under penalty of perjury, that I am, or represent, the legal owner (s) of the property described on this application and that these statements are in all respects true and correct to the best of my knowledge.

Signature

Date

SECTION 5: Summary of Request

Sand Hill Estates VII - Preliminary Plat Request

A thirty-six (36) Lot subdivision being the seventh phase of the SAND HILL ESTATES Subdivision

(PRELIMINARY PLAT)

SECTION 5: Application Fees *OTHER FEES INCURED WILL BE INVOICED TO THE APPLICANT/DEVELOPER AND MUST BE PAID BEFORE PROJECT IS APPROVED*

<input type="checkbox"/> Annexation.....\$200	<input type="checkbox"/> Lot Line Adjustment.....\$0	<input type="checkbox"/> Subdivision of 4 or Less Lots.....\$500
<input type="checkbox"/> Building on Unplatted Land \$0	<input type="checkbox"/> Rezone or Text Change.....\$0	<input checked="" type="checkbox"/> Subdivision (16.17.030.a.9).....\$500 (+\$50 per lot)
<input type="checkbox"/> Insufficiently Platted Land..\$0	<input type="checkbox"/> SEPA Checklist (13.04.030.C.3) \$200	<input type="checkbox"/> Zoning Variance.....\$1000
<input type="checkbox"/> Land Use Sign.....\$20	<input type="checkbox"/> Reimbursement Agreement..\$1,500	<input type="checkbox"/> Other _____ \$_____

April 2024

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Othello Bldg & Planning
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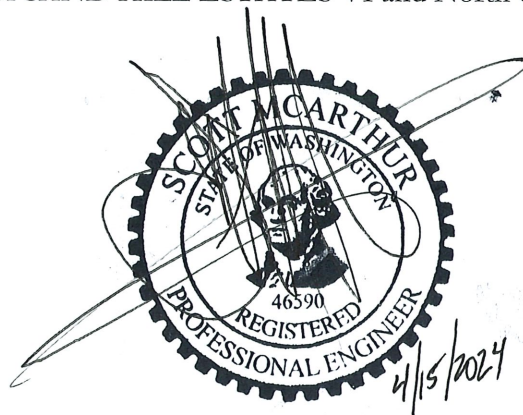
SAND HILL ESTATES VII SUBDIVISION REQUEST City of Othello, Washington



- **Summary:** The purpose of this narrative shall be to outline the proposed thirty-six (36) Lot subdivision in the City of Othello, Washington. The proposed development will be the seventh phase of the SAND HILL ESTATES development. The project is located North of Olympia Street and Cascade Street, East of North 11th Avenue, South of Lee Street, and West of 14th Avenue, in Section 34, Township 16 North, Range 29 East.



- **Parent Parcel:** 1529030682660 (general development area)
(Development is located East of SAND HILL ESTATES VI and North of SAND HILL ESTATES V)
- **Site Address:** TBD 14th Ave
Othello, Washington 99344
- **Development Size:** ±8.1 acres
- **Owner:** Palos Verdes LLC
PO Box 484
Othello, Washington 99344



Page 1

- **Existing Zoning:** R-4 (Residential District Four) City of Othello
Per City Council meeting on September 25, 2023
- **Existing Conditions:** The parcel is currently vacant. South and West of the subject property are developed as SAND HILL ESTATES, Phases I – VI. To the North is farmland that is zoned Light Industrial (currently owned by Othello School District) in the City of Othello. To the East is farmland that is zoned General Agriculture in Adams County (East of 14th Avenue). No roadways currently exist on this property, though two (2) have been stubbed to the edge of the property during previous phases of this development. Water, sewer, and irrigation main lines have also been stubbed to the property in the 11th Avenue and 13th Avenue rights-of-way. The topography falls gradually from East to West, and a slight berm exists on the North boundary of the property from stockpiling material from previous phases.
- **Access:** The existing 11th Avenue and 13th Avenue rights-of-way shall be extended North to a new road that will connect them providing connectivity and access to the development. These proposed roads shall be in kind to the roadways of previous phases on the SAND HILL ESTATES subdivision.
- **Water:** Provided by the City of Othello. 8” and 12” water mains shall be extended through the development. The water system is proposed to connect to the existing 16” main in the 14th Avenue right-of-way via a 12” main extending through a utility easement. A 1” water service and meter are proposed for each new Lot. These water services shall meet City of Othello requirements according to standard detail B-7.
- **Sanitary Sewer:** Provided by the City of Othello. 8” SDR35 PVC sanitary sewer main shall be extended into the development. A 4” SDR35 PVC sewer service is proposed for each new Lot. These sewer services shall meet City of Othello requirements according to standard details A-19/C-2.
- **Stormwater:** The proposed project impervious surfaces will be conveyed to stormwater catch basins that are piped to Type B drywells, for infiltration.
- **Best Management Practices:** The best management practices selected for this development were based on the general conditions of the area as well as our knowledge of the area from previous projects.
- **Construction Schedule:** The developer intends to begin construction as soon as possible dependent upon review/approval times, weather conditions, and the developer’s schedule.

Anne Henning

From: Scott McArthur <scott@mcArthur-eng.com>
Sent: Tuesday, April 16, 2024 9:19 AM
To: Anne Henning; Robin Adolphsen
Cc: Angel Garza; Joel Garza; Luke Rutherford
Subject: Sand Hill Estates VII - Subdivision Submittal Request
Attachments: SAND HILL ESTATES VII - LAND USE APPLICATION 4.15.2024.pdf; SAND HILL ESTATES VII - SEPA APPLICATION 4.15.2024.pdf; SAND HILL ESTATES VII - PRELIMINARY SUBDIVISION NARRATIVE 4.15.2024.pdf; SAND HILL ESTATES VII - PRELIMINARY PLANS 4.15.2024.pdf

Good morning Anne and Robin:

We are working with Palos Verdes Homes on the above project submittal.

We are attaching the following to this email as part of this request:

- Land Use Application
- SEPA Application
- Subdivision Narrative
- Preliminary Subdivision Plans

We will forward the Preliminary Plat as soon as it is received from our project surveyor.

Thank you for your acceptance of this submittal.

If you have any questions, or need additional information/hard copies from our firm, please let me know.

Sincerely,



Scott McArthur, PE
Principal Engineer
Off: 208.446.3307
Cel: 208.964.0481
www.mcarthur-eng.com



City of Othello

Building & Planning Department
500 E main St
Othello, WA 99344
Phone 509-488-3302 / Fax 509-488-0102

FEES / RECEIPT

Date: Wednesday, September 25, 2024

Permit #: LUA2024-0006

Permit Type: RESIDENTIAL - SUBDIVISION - MAJOR

Address: SAND HILL ESTATES #7

Parcel: 1529030682660

Contacts

	NAME	ADDRESS	PHONE / EMAIL
APPLICANT:	MCARTHUR ENGINEERING C/O SCOTT MCARTHUR	PO BOX 2488 POST FALLS, ID 83877	(208) 446-3307 scott@mcarthur-eng.com
PROP OWNER:	PALOS VERDES LLC	C/O GARZA, ANGEL & YOLANDA P O BOX 484 OTHELLO, WA 99344	

Fee Summary

DATE	DESCRIPTION	FEE AMOUNT	PAID	BALANCE DUE
05/02/2024	SEPA Checklist	\$200.00	(\$200.00)	\$0.00
05/02/2024	Land Use Sign / Each	\$40.00	(\$40.00)	\$0.00
05/02/2024	Subdivision - Major	\$2,300.00	(\$2,300.00)	\$0.00
TOTAL DUE:		\$2,540.00	(\$2,540.00)	\$0.00

Payment Transactions

DATE	COMMENT	PAID	METHOD/PAYEE
05/07/2024		CHECK 15631/PALOS VERDES LLC	(\$2,540.00)
		SEPA Checklist	(\$200.00)
		Subdivision - Major	(\$2,300.00)
		Land Use Sign / Each	(\$40.00)

April 2024

Othello Public Works Department
500 East Main Street
Othello, Washington 99344

Received By
Othello Bldg & Planning
April 17 2024



Attn: Robin Adolphsen, PE ~ City Engineer

RE: SAND HILL ESTATES VII
Traffic Memorandum of Understanding

Dear Robin:

This memorandum of understanding was prepared at the request of your department, to analyze the expected traffic that is anticipated for the approved, initial phase, of Sand Hill Estates VI (multifamily), and the recently submitted Sand Hill Estates VII development project (single-family homes).

Per the City's request, the developer of Sand Hill Estates previously completed an in-depth Traffic Analysis for the Sand Hill Estates development project, with the understanding that the above phases of this development would consist of seventy-two (72) single family homes, which is no longer accurate.

Per the Institute of Transportation Engineers, Common Trip Generation Rate Table (10th Edition), we arrive at the following Peak Hour trip estimates for the original assessed seventy-two (72) single family homes:

- Single-Family Detached Housing: 0.99 Peak Trips per Dwelling Unit
- Total Number of Dwelling Units: 72
- **Total Estimated Peak Hour Trips:** 71.3 Peak Trips (originally estimated)

Per the Institute of Transportation Engineers, Common Trip Generation Rate Table (10th Edition), we arrive at the following Peak Hour trip estimates for the now approved, initial phase of Sand Hill Estates VI development (multifamily), and the proposed Sand Hill Estates VII development (single-family):

- Single-Family Detached Housing: 0.99 Peak Trips per Dwelling Unit
- Total Number of Dwelling Units: 36 (Sand Hill Estates VII)
- Total Estimated Peak Hour Trips: 35.6 Peak Trips
- and
- Multifamily Housing (Mid-Rise): 0.44 Peak Trips per Dwelling Unit
- Total Number of Dwelling Units: 48 (Sand Hill Estates VI)
- Total Estimated Peak Hour Trips: 21.2 Peak Trips
- **Total Combined Estimated Peak Trips:** 56.8 Peak Trips (Sand Hill Estates VI & VII)

With the proposed Peak Hour traffic now being less than originally assessed, it is our formal request that the City of Othello permit the Sand Hill Estates VII project to be considered without further traffic analysis.

Thank you for your consideration of this request, please feel free to contact me with any questions or comments regarding this matter.



SAND HILL ESTATES #7 MAJOR PLAT

A PARCEL OF LAND LOCATED IN A PORTION OF FARM UNIT 87, IRRIGATION BLOCK 45, COLUMBIA BASIN PROJECT,
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 16 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN,
CITY OF OTHELLO, ADAMS COUNTY, WASHINGTON

Received By
Othello Bldg & Planning
May 02 2024

LEGAL DESCRIPTION

A PORTION OF FARM UNIT 87, IRRIGATION BLOCK 45, COLUMBIA BASIN PROJECT,
LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 16 NORTH,
RANGE 29 EAST, WILLAMETTE MERIDIAN, ADAMS COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF
SECTION 34, TOWNSHIP 16 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FROM
WHICH THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION
34, BEARS SOUTH 88°33'42" WEST, A DISTANCE OF 2641.61 FEET, AS SHOWN ON
THE RECORD OF SURVEY, RECORDED IN VOLUME "S" OF SURVEYS, PAGE 1215,
RECORDS OF ADAMS COUNTY, WASHINGTON;

THENCE NORTH 00°46'44" WEST ALONG THE EAST LINE OF SAID NORTHEAST
QUARTER OF SECTION 34, A DISTANCE OF 1318.79 FEET;

THENCE SOUTH 88°33'42" WEST LEAVING SAID EAST LINE OF SAID NORTHEAST
QUARTER OF SECTION 34, A DISTANCE OF 38.00 FEET TO THE WEST
RIGHT-OF-WAY LINE OF 14TH AVENUE, AND THE POINT OF BEGINNING;

THENCE SOUTH 00°46'44" EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF 14TH
AVENUE, A DISTANCE OF 302.75 FEET TO THE NORTHEAST CORNER OF LOT 1,
BLOCK 3, SAND HILL ESTATES #5, AS RECORDED IN VOLUME 3, PAGE 281,
AUDITORS FILE NUMBER 335043, RECORDS OF ADAMS COUNTY, WASHINGTON;

THENCE SOUTH 88°34'30" WEST LEAVING SAID WEST RIGHT-OF-WAY LINE OF 14TH
AVENUE, A DISTANCE OF 175.01 FEET TO A POINT ON THE EAST LINE OF LOT 11,
BLOCK 4, SAND HILL ESTATES #5;

THENCE NORTH 00°46'44" WEST ALONG THE EAST LINE OF SAID LOT 11, BLOCK 4,
A DISTANCE OF 14.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 11;

THENCE SOUTH 88°33'42" WEST ALONG THE NORTH LINE OF SAID BLOCK 4, SAND
HILL ESTATES #5, A DISTANCE OF 848.50 FEET TO THE NORTHWEST CORNER OF
LOT 1, BLOCK 4, SAND HILL ESTATES #5;

THENCE SOUTH 01°26'18" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE
OF 1312 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 4, SAND HILL
ESTATES #4, AS RECORDED IN VOLUME 3, PAGE 276, AUDITORS FILE NUMBER
333248, RECORDS OF ADAMS COUNTY, WASHINGTON;

THENCE SOUTH 88°33'42" WEST ALONG THE NORTH LINE OF SAID LOT 1, A
DISTANCE OF 174.00 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1,
SAND HILL ESTATES #6, AS RECORDED IN VOLUME X, PAGE XXX, AUDITORS FILE
NUMBER XXXXXX, RECORDS OF ADAMS COUNTY, WASHINGTON.

THENCE NORTH 01°26'18" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE
OF 301.71 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 88°33'42" EAST LEAVING SAID EAST LINE OF LOT 1, A DISTANCE
OF 1200.84 FEET TO THE WEST RIGHT-OF-WAY LINE OF 14TH AVENUE, AND THE
POINT OF BEGINNING;

CONTAINING 350,817 SQUARE FEET OR 8.054 ACRES, MORE OR LESS.

SUBJECT TO:

EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD AND OR APPEARING ON
SAID ABOVE DESCRIBED PARCEL.

DEDICATING:

38.00 FEET FOR THE WEST SIDE OF 14TH AVENUE, AS SHOWN HEREON.

60.00 FEET FOR TBD ROAD, AS SHOWN HEREON.

GRANTING:

10.00 UTILITY EASEMENT, ADJACENT TO ALL RIGHTS-OF-WAY, AS SHOWN ON THE
FACE OF THIS PLAT.

OWNER INFORMATION

PALOS VERDES, LLC.
P.O. BOX 464
OTHELLO, WASHINGTON 99344

SURVEYOR'S NOTES

1. PROPOSED LOTS WILL BE SERVED BY THE CITY OF OTHELLO SEWER AND
WATER.
2. PRELIMINARY SURVEY FOR THIS PLAT PERFORMED ON FEBRUARY 2ND,
2024.
3. THIS PROJECT IS ON THE USBR AND CITY OF OTHELLO VERTICAL DATUM.
4. THE HORIZONTAL DATUM FOR THIS PROJECT IS WASHINGTON STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE.
5. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
6. ALL LOT LINES ADJACENT TO EXISTING OR PROPOSED PUBLIC
RIGHTS-OF-WAY HAVE A 10.0' UTILITY EASEMENT.

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF ADAMS)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED
THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED
TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ (NAME
(TYPE OF AUTHORITY, E.G., OFFICER, TRUSTEE, ETC.) OF _____
OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED) TO BE THE FREE
AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED
IN THE INSTRUMENT.

DATED _____

SIGNATURE _____

TITLE _____

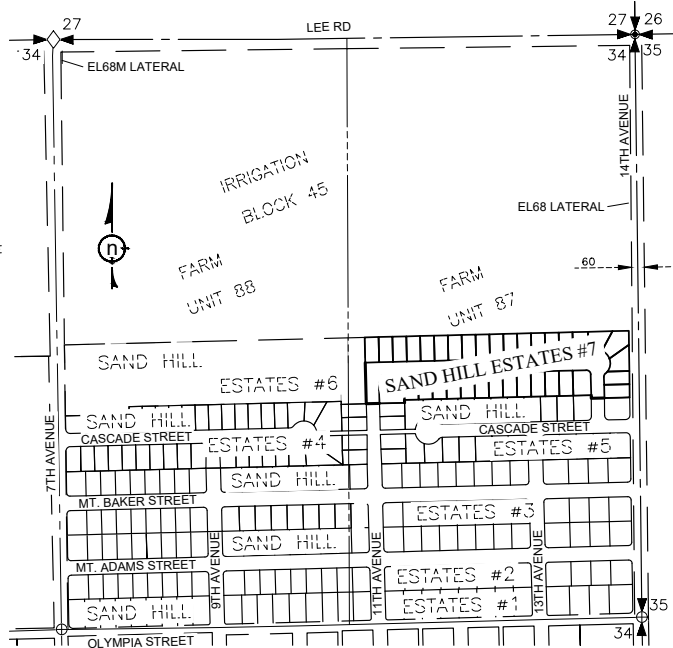
MY APPOINTMENT EXPIRES: _____

DEDICATION

THE OWNER OF THE LAND DESCRIBED HEREIN IN FEE SIMPLE IS
PALOS VERDES, LLC. THE OWNER DECLARES THIS PLAT AND
DEDICATES TO THE PUBLIC FOREVER, ALL STREETS, ROADS, ALLEYS,
EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN
THEREON FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT
WITH THE USES SHOWN ON THIS PLAT.

DATED _____

ANGEL GARZA (GOVERNOR)



Sand Hill Estates #7 Exhibit 2
Vicinity Map
Page 7 of 65

CITY ENGINEER CERTIFICATION

EXAMINED AND APPROVED BY THE OTHELLO PUBLIC WORKS DEPARTMENT ON
_____, 2024.

CITY ENGINEER _____

CITY COUNCIL CERTIFICATION

EXAMINED AND APPROVED BY THE OTHELLO CITY COUNCIL ON
_____, 2024.

CITY ADMINISTRATOR _____

TREASURERS CERTIFICATION

THIS IS TO CERTIFY THAT ALL TAXES AND ASSESSMENTS WHICH ARE NOW DUE
AND PAYABLE ACCORDING TO THE RECORDS OF ADAMS COUNTY HAVE BEEN
FULLY PAID.

ADAMS COUNTY TREASURER _____

DATE _____

AUDITORS CERTIFICATION

FILED FOR RECORD AT THE REQUEST OF PALOS VERDES, LLC. THIS _____
DAY OF _____, 2024 AT _____ M., AND RECORDED IN VOLUME
_____ OF PLATS, AT PAGE _____, RECORDS OF ADAMS
COUNTY, WASHINGTON.

ADAMS COUNTY AUDITOR _____

BY DEPUTY AUDITOR _____

SURVEYOR'S CERTIFICATION AND DECLARATION

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION
OF THE LANDS ACTUALLY SURVEYED.

I HEREBY DECLARE THAT THE PLAT OF SAND HILL ESTATES #7 MAJOR PLAT IS
BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF A PORTION OF SECTION
34, TOWNSHIP 16 NORTH, RANGE 29 EAST, W.M., THAT THE DISTANCES AND
COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY TO THE BEST OF MY
KNOWLEDGE, INFORMATION, AND BELIEF; AND THAT PROPER MONUMENTS HAVE
BEEN SET AND LOT CORNERS ARE STAKED ON THE GROUND.



JOSHUA A. BAGLEY
PLS 42105



7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

DATE: APRIL, 2024
PROJECT NUMBER: 2024-107

SHEET 1 OF 5

SAND HILL ESTATES #7 MAJOR PLAT

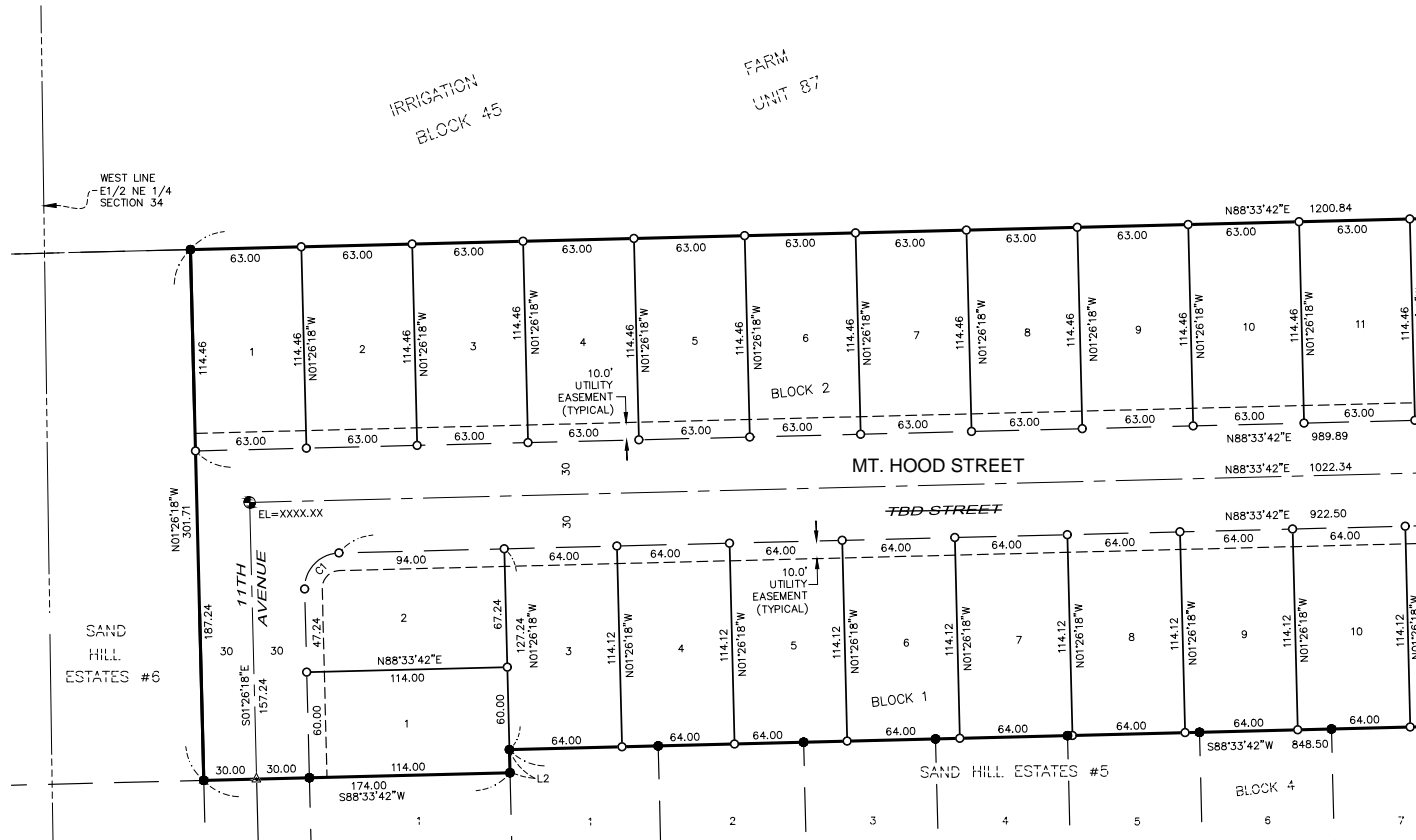
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LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°46'44" W	14.11
L2	S 01°26'18" E	13.12
L3	S 00°51'55" E	110.01
L4	N 01°26'18" W	158.24
L5	S 88°33'42" W	38.00

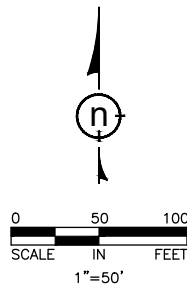
CURVE TABLE

CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	31.42	60.00	90°00'00"	N 43°33'42" E	28.28



LEGEND

- ▲ = CALCULATED POINT (NOTHING FOUND OR SET)
- = SET 5/8"x30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 42105"
- = SET 3" BRASS CAP ON A 5/8"x30" REBAR IN MONUMENT CASE MARKED "H2 PLS 42105"
- ⊕ = FOUND 3" BRASS CAP IN MONUMENT CASE MARKED "H2 PLS 42105"
- ✕ = FOUND 5/8" REBAR & CAP MARKED "PLS 46321"
- = FOUND 5/8" REBAR & CAP MARKED "H2 PLS 42105"
- ⊕ = FOUND 3" BRASS CAP IN MONUMENT CASE
- = FOUND 2" ALUMINUM CAP MARKED "H2 PLS 42105"
- ◆ = WITNESS CORNER SET 5/8"x30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 42105"
- = FOUND 3 1/4" ALUMINUM CAP IN MONUMENT CASE
- = PROPOSED LOT LINES
- - - = EASEMENT LINE
- = CENTER LINE
- = ADJOINER LINE
- = RIGHT-OF-WAY LINE
- = SECTION LINE
- = QUARTER SECTION LINE
- = SIXTEENTH SECTION LINE



7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-8600 • FAX: (208) 772-6619
WWW.J2SURVEY.COM

DATE: APRIL, 2024
PROJECT NUMBER: 2024-107

SHEET 3 OF 5

Sand Hill Estates #7 Exhibit 2

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SECTION INDEX



SAND HILL ESTATES #7 MAJOR PLAT

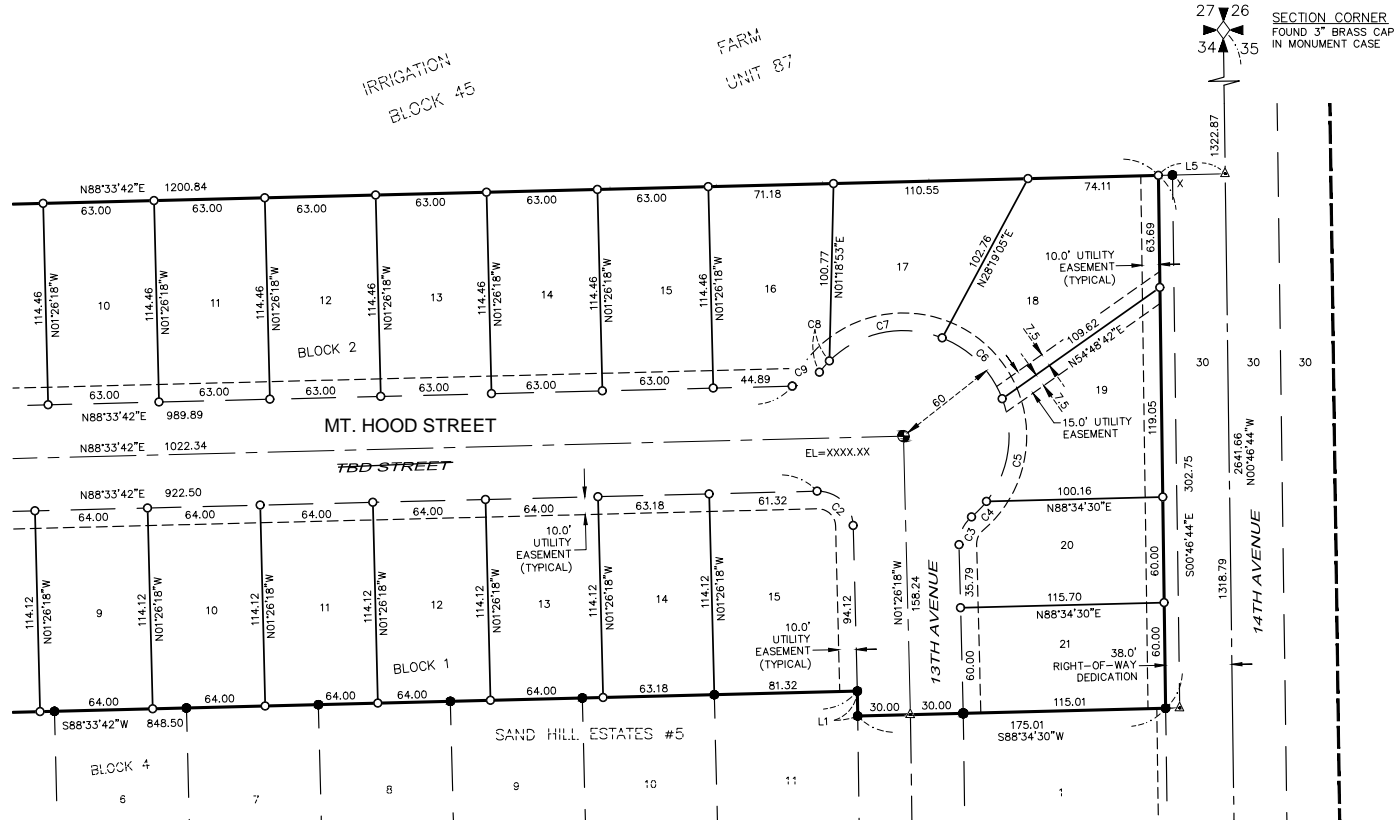
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L5	S 88°33'42" W	38.00

CURVE TABLE

CURVE	ARC DISTANCE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	31.42	60.00	90°00'00"	N 43°33'42" E	28.28
C2	31.42	20.00	90°00'00"	S 46°26'18" E	28.28
C3	17.91	20.00	51°19'04"	N 24°13'14" E	17.32
C4	12.27	60.00	11°43'01"	N 44°01'16" E	12.25
C5	61.72	60.00	58°56'31"	N 08°41'30" E	59.04
C6	49.97	60.00	47°43'05"	N 44°38'18" W	48.54
C7	69.16	60.00	66°02'37"	S 78°28'51" W	65.40
C8	8.60	60.00	08°12'54"	S 41°21'05" W	8.60
C9	17.91	20.00	51°19'04"	S 62°54'10" E	17.32



LEGEND

- ▲ = CALCULATED POINT (NOTHING FOUND OR SET)
- = SET 5/8"x30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 42105"
- = SET 3" BRASS CAP ON A 5/8"x30" REBAR IN MONUMENT CASE MARKED "H2 PLS 42105"
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SHEET 4 OF 5

SAND HILL ESTATES #7 MAJOR PLAT

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LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 16 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN,
CITY OF OTHELLO, ADAMS COUNTY, WASHINGTON

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

BUREAU OF RECLAMATION CONCURRENCE FOR THIS PLAT IS LIMITED TO THE
EXTENT OF THE PLAT'S COMPLIANCE WITH THE REQUIREMENTS OF RCW 58.17.310

DRAIN CONSTRUCTION:
RISING GROUND WATER TABLES ARE COMMON IN IRRIGATION PROJECTS. FEDERAL
DRAIN CONSTRUCTION FUNDS ARE NOT AVAILABLE FOR DRAINING OF SUBDIVISIONS
AND OTHER AREAS NOT IN A COMMERCIAL AGRICULTURAL USE, UNLESS SUCH
DRAINAGE IS INCIDENTAL TO THE REQUIRED DRAINAGE OF ADJACENT
AGRICULTURAL LAND AND MEETS FEDERAL TECHNICAL AND ECONOMIC FEASIBILITY
REQUIREMENTS.

THIS LAND IS INCLUDED WITHIN THE EAST COLUMBIA BASIN IRRIGATION DISTRICT
AND IS SUBJECT TO THE LAWS OF THE UNITED STATES AND THE STATE OF
WASHINGTON RELATIVE TO THE COLUMBIA BASIN PROJECT AND IS LIABLE FOR
FURTHER ASSESSMENTS, IF ANY, LEVIED BY SAID DISTRICT. IT IS ALSO
UNDERSTOOD AND AGREED THAT WHEN THIS PLAT IS SERVED BY CITY STREETS,
IRRIGABLE LAND WITHIN THE STREET RIGHT-OF-WAY OR ISOLATED BY SAID
DEDICATION WILL NOT BECOME A CHARGE ASSESSABLE TO CITY OF OTHELLO AND
PAYABLE TO THE EAST COLUMBIA BASIN IRRIGATION DISTRICT FOR CONSTRUCTION,
OPERATION AND MAINTENANCE OF THE PROJECT.

EAST COLUMBIA BASIN IRRIGATION DISTRICT DATE
SECRETARY-MANAGER

IRRIGATION APPROVAL

WATER SUPPLY:
CONCURRENCE BY THE BUREAU OF RECLAMATION FOR THIS PLAT DOES NOT
ASSURE THE AVAILABILITY OF A WATER SUPPLY, NOR DOES IT BIND THE UNITED
STATES TO ISSUE A PERMANENT RIGHT FOR A FEDERAL WATER SUPPLY. A
SUPPLY OF FEDERAL PROJECT WATER TO THIS LAND IS ASSURED ONLY UPON
FULL COMPLIANCE WITH COROLLARY FEDERAL AND STATE LEGISLATION.

BUREAU OF RECLAMATION DATE

USBR NOTES

LANDOWNERS WITHIN THE COLUMBIA BASIN PROJECT AREA SHOULD BE AWARE OF
EXISTING RECLAMATION AND IRRIGATION DISTRICTS RIGHTS TO CONSTRUCT,
RECONSTRUCT, OPERATE AND MAINTAIN PROJECT FACILITIES AS NECESSARY, ANY
WORK THAT WILL INVOLVE THESE FACILITIES OR THE EXISTING RIGHTS OF WAY
MUST BE REVIEWED AND APPROVED BY RECLAMATION AND THE AFFECTED
DISTRICT PRIOR TO PROCEEDING, STRUCTURES INCLUDING, BUT NOT LIMITED TO ,
TEMPORARY IMPROVEMENTS SUCH AS PAVING, FENCING, AND LANDSCAPING ARE
PROHIBITED FROM ENCROACHING UPON EXISTING RIGHT OF WAY CORRIDORS
WITHOUT PRIOR APPROVAL BY RECLAMATION AND THE DISTRICT.

UNDERGROUND IRRIGATION AND DRAINAGE FACILITIES:

BUILDINGS AND OTHER PERMANENT STRUCTURES ARE NOT TO BE ERRECTED ABOVE
UNDERGROUND COLUMBIA BASIN PROJECT IRRIGATION AND DRAINAGE FACILITIES,
ANY ENCRACHMENTS ONTO CBP RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO,
TEMPORARY IMPROVEMENTS SUCH AS PAVING, FENCING, AND LANDSCAPING
REQUIRE A DISTRICT PERMIT.

IRRIGATION EASEMENT NOTE

THE USBR IRRIGATION FACILITY EASEMENTS (CANALS, DRAINS, ETC.), SHOWN ON
THE REFERENCED FARM UNIT PLAT MAPS WERE POSITIONED ON THE MAJOR PLAT
USING BEST FIT PROPORTIONING AND BALANCING METHODS BY RELATING
MEASURED SECTION LINES AND FARM UNIT LINES TO THE RECORD USBR SECTION
LINES AND FARM UNIT LINES.

THESE EASEMENT LOCATIONS MAY NOT EXACTLY FIT THE ACTUAL POSITIONS OF
THE IRRIGATION FACILITIES ON THE GROUND. IT IS THE RESPONSIBILITY OF THE
OWNER/PURCHASERS OF LOTS IN THE MAJOR PLAT TO COORDINATE WITH THE
UNITED STATES BUREAU OF RECLAMATION AND/OR THE IRRIGATION DISTRICT TO
DETERMINE THE EXACT LOCATION OF THE IRRIGATION FACILITIES ON THE GROUND
PRIOR TO ANY CONSTRUCTION ACTIVITIES.

LOT SIZE TABLE

LOT	BLOCK	AREA (SQ. FT.)	AREA (AC.)
1	1	6,840.00	0.157
2		7,303.68	0.168
3		7,303.68	0.168
4		7,303.68	0.168
5		7,303.68	0.168
6		7,303.68	0.168
7		7,303.68	0.168
8		7,303.68	0.168
9		7,303.68	0.168
10		7,303.68	0.168
11		7,303.68	0.168
12		7,303.68	0.168
13		7,303.68	0.168
14		7,210.53	0.166
15		9,194.27	0.211

LOT	BLOCK	AREA (SQ. FT.)	AREA (AC.)
1	2	7,211.16	0.166
2		7,211.16	0.166
3		7,211.16	0.166
4		7,211.16	0.166
5		7,211.16	0.166
6		7,211.16	0.166
7		7,211.16	0.166
8		7,211.16	0.166
9		7,211.16	0.166
10		7,211.16	0.166
11		7,211.16	0.166
12		7,211.16	0.166
13		7,211.16	0.166
14		7,211.16	0.166
15		7,211.16	0.166
16	3	7,738.83	0.178
17		7,713.55	0.177
18		9,713.68	0.223
19		7,984.41	0.183
20		6,822.65	0.157
21		6,921.28	0.159



7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

Anne Henning

From: Joel Garza <joel.garza@palosverdesllc.com>
Sent: Wednesday, May 8, 2024 8:50 AM
To: Anne Henning
Subject: RE: Owners 350' of Sandhill #7 List
Attachments: 20240508091142601.pdf

Attached is application with signature.

There was also a question on the street name on your list, we will have the be Mt Hood St.

Thanks,

Joel Garza
Palos Verdes LLC
(509)989-6073
<http://www.palosverdescustomhomes.net>



From: Anne Henning <ahenning@othellowa.gov>
Sent: Wednesday, May 8, 2024 8:37 AM
To: Joel Garza <joel.garza@palosverdesllc.com>
Subject: RE: Owners 350' of Sandhill #7 List

PDF attached. It needs to be signed by someone who can sign for the LLC.

Anne Henning, AICP | Community Development Director | City of Othello | 509-331-2710 direct | 509-488-5686 City Hall main number

From: Joel Garza <joel.garza@palosverdesllc.com>
Sent: Wednesday, May 8, 2024 8:28 AM
To: Anne Henning <ahenning@othellowa.gov>
Subject: RE: Owners 350' of Sandhill #7 List

Can that be emailed to me or do you need me to go in and sign it?

Joel Garza
Palos Verdes LLC
(509)989-6073
<http://www.palosverdescustomhomes.net>



From: Anne Henning <ahenning@othellowa.gov>
Sent: Wednesday, May 8, 2024 8:27 AM
To: Joel Garza <joel.garza@palosverdesllc.com>
Subject: RE: Owners 350' of Sandhill #7 List

We have the application (signed by Scott as the representative) but we need a signature from Palos Verdes as the property owner.

Anne Henning, AICP | Community Development Director | City of Othello | 509-331-2710 direct | 509-488-5686 City Hall main number

From: Joel Garza <joel.garza@palosverdesllc.com>
Sent: Wednesday, May 8, 2024 8:25 AM
To: Anne Henning <ahenning@othellowa.gov>
Subject: RE: Owners 350' of Sandhill #7 List

Hi Anne,

On the list you send for Sandhill #7 you needed an owner signature on the application. Do you have that application filled out and just need a signature or do you need the whole application filled out still?

Thanks,

Joel Garza
Palos Verdes LLC
(509)989-6073
<http://www.palosverdescustomhomes.net>



From: Anne Henning <ahenning@othellowa.gov>
Sent: Tuesday, May 7, 2024 3:14 PM
To: Joel Garza <joel.garza@palosverdesllc.com>
Subject: RE: Owners 350' of Sandhill #7 List

Received, thank you.

Anne Henning, AICP | Community Development Director | City of Othello | 509-331-2710 direct | 509-488-5686 City Hall main number

From: Joel Garza <joel.garza@palosverdesllc.com>
Sent: Tuesday, May 7, 2024 2:59 PM
To: Anne Henning <ahenning@othellowa.gov>
Cc: Angel Garza <angel@palosverdesllc.com>
Subject: Owners 350' of Sandhill #7 List

Joel Garza
Palos Verdes LLC
(509)989-6073
<http://www.palosverdescustomhomes.net>



PALOS VERDES
— CUSTOM HOMES —

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

62242401001

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

Received By
Othello Bldg & Planning
May 13 2024

GUARANTEES

Palos Verdes LLC

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

LIABILITY EXCLUSIONS AND LIMITATIONS

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

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

Chicago Title Company of Washington
9001 W. Tucannon Avenue, Suite 220
Kennewick, WA 99336

Countersigned By:

Dylan Strait
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:

Title Officer: Christopher Hull
Chicago Title Company of Washington
9001 W. Tucannon Avenue, Suite 220
Kennewick, WA 99336
Phone: (509)735-1575 Fax: (509)735-0707
Main Phone: (509)735-1575
Email: Christopher.Hull@ctt.Com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$30.45

Effective Date: May 1, 2024 at 08:00 AM

The assurances referred to on the face page are:

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

Palos Verdes, LLC, a Washington limited liability company

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

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 1529030682660

Those Portions of Farm Units 87 and 88, Irrigation Block 45, Columbia Basin Project, according to the plat thereof, lying in the Northeast quarter of Section 34, Township 16 North, Range 29 East W.M., Adams County, Washington, more particularly described as follows:

Commencing at the East quarter corner of said Section 34, being the Southeast corner of said Farm Unit 87, marked by a U.S.B.R. Brass Cap in case, from which, center quarter corner of said Section 34, marked by a 2 inch brass cap in case stamped "LS 28239", bears South 88°33'42" West, 2641.61 feet; thence North 00°46'44" West, along the East boundary of said Farm Unit and said Section, 823.20 feet to the Point of Beginning; thence South 88°33'42" West, 804.79 feet; thence North 01°26'18" West, 43.58 feet; thence South 88°33'42" West, 66.00 feet; thence South 01°26'18" East, 43.58 feet; thence South 88°33'42" West, 346.05 feet; thence South 01°26'18" East, 137.33 feet; thence South 88°33'42" West, 170.00 feet; thence South 01°26'18" West, 190.33 feet; thence South 88°33'42" West, 686.66 feet; thence North 01°26'18" West, 130.83 feet; thence South 88°33'42" West, 45.01 feet; thence North 01°26'18" West, 66.00 feet; thence North 88°33'42" East, 46.15 feet; thence North 01°26'18" West, 130.83 feet; thence North 88°33'42" East, 685.52 feet; thence North 01°26'18" West, 130.83 feet; thence South 88°33'42" West, 85.00 feet; thence North 01°26'18" West, 66.00 feet; thence North 88°33'42" East, 85.00 feet; thence North 01°26'18" West, 130.83 feet; thence North 88°33'42" East, 425.00 feet; thence North 01°26'18" West, 167.89 feet; thence North 88°33'42" East, 967.54 feet to the East boundary of said Farm Unit 87 and said Section; thence South 00°46'44" East, 495.58 feet to the Point of Beginning.

(Also known as Parcel 3 of Record Survey recorded February 13, 2017 under Auditor's [File No. 315130](#).)

EXCEPT ANY portions lying within the Plat of Sandhill Estates #3 Major Plat and Sandhill Estates #4 Major Plat and Sandhill Estates # 5 Major Plat.

SCHEDULE B

1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024
Tax Account No.: [1529030682660](#)
Levy Code: 11
Assessed Value-Land: \$487,200.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$5,279.43
Paid: \$2,639.72
Unpaid: \$2,639.71

2. This land is included in the East Columbia Basin Irrigation District and is subject to the laws of the United States and the State of Washington relative to the Columbia Basin Project and is liable for further assessments, if any, levied by said district.

Agreement for permanent release of water allotment recorded August 14, 2017 under Auditor's [File No. 316560](#) and [316561](#).

3. Right of way for roads, drains, canals, and pipelines as shown on the face of the Plats of Irrigation Block 45 and revisions thereto.
4. As to Farm Units 87, 88:
Agreement of Consent to Eliminate Farm Unit Delivery between the United States of America and the owner of Farm Units 89 and 90, with respect to delivery of water to said Farm Unit as provided for in instrument dated July 16, 1963, recorded August 24, 1965, in [Volume 12 of Columbia Basin Documents, Pages 325-326](#).

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

Granted to: Washington Water Power Company
Purpose: Electric transmission and distribution line and appurtenances thereto
Recording Date: October 19, 1955
Recording No.: [53427, in Volume 84 of Deeds, Page 480](#)
Affects: Farm Units 87 and 88, Irrigation Block 45

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

Granted to: Cascade Natural Gas Corporation, a Washington corporation
Purpose: the right to construct, operate and maintain a natural gas pipeline
Recording Date: September 11, 1963
Recording No.: [Volume 95 of Deeds, Pages 510-515](#)
Affects: the North line of said premises

7. As to Farm Unit 87 and Other Property:
Consent to Water Delivery Changes between PJ Taggares Co., and the East Columbia Basin Irrigation District recorded January 8, 2010 under [recording no.: 294105](#).

SCHEDULE B

(continued)

8. As to Farm Unit 88 and Other Property:
Consent to Water Delivery Changes between PJ Taggares Co., and the East Columbia Basin Irrigation District
recorded January 8, 2010 under [recording no.: 294104](#).

END OF SCHEDULE B

Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Heidi K. Hunt



Return to:

East Columbia Basin Irrigation District
P.O. Box E
Othello, WA 99344

AGREEMENT FOR PERMANENT RELEASE OF WATER ALLOTMENT

Palos Verdes LLC
Block 45, Farm Unit 88-2
APN: 1529030682661 & 1529030682659

COLUMBIA BASIN PROJECT
EAST COLUMBIA BASIN IRRIGATION DISTRICT

THIS CONTRACT, made this ^{2nd} day of *August*, 2017, between the EAST COLUMBIA BASIN IRRIGATION DISTRICT, hereinafter called the District, and **Palos Verdes LLC** hereinafter called the Landowner, WITNESSETH, That:

2. WHEREAS, the Landowner owns land in the District described as follows:

That portion of Block 45 Farm Unit 88 CBP, Commencing at the SW Corner of said FU 88, Being the Center 1/4 Corner of Said S 34, Marked by a 2 Inch Brass Cap In Case Stamped "LS 28239", From Which, E 1/4 OF Said Sec 34, Marked by a U.S.B.R. Brass Cap in Case Bears N 88°33'42" E, 2641.61 Feet; Thence N 00°51'55" W, Along The W Boundary of Said FU 88, 167.84 Feet to the POB; Thence N 88°33'42" E 680.51 Feet; Thence North 01°26'18" East, 22.50 Feet; Thence N 88°33'42" E, 66.00 FT; Thence S 01°26'18" E, 22.50 Feet; Thence N 88°33'42" E, 601.05 Feet; Thence North 01°26'18" West 327.66 Feet; Thence N 88°33'42" E; 431.05 Feet; Thence N 01°26'18" W; 25.00 Feet; Thence N 88°33'42" E, 66.00 Feet; Thence S 01°26'18" E, 24.93 Feet; Thence N 88°33'42" E 801.02 Feet to the E Boundary of Said FU 87 and Said SEC 34; Thence N 00°46'44" W, Along Said Boundary, 327.68 Feet; Thence S 88°33'42" W, 804.79 Feet; Thence N 01°26'18" W, 43.58 Feet; Thence S 88°33'42" W 66.00 Feet; Thence S 01°26'18" E, 43.58 Feet; Thence S 88°33'42" W, 346.05 Feet; Thence S 01°26'18" E, 137.33 Feet; Thence S 88°33'42" W, 170.00 Feet; Thence S 01°26'18" W, 190.33 Feet; Thence S 88°33'42" W, 1259.29 Feet to the W Boundary of Said FU 88; Thence S 00°51'55" E, Along Said Boundary, 327.68 Feet to the Point of Beginning, Adams County, Washington; including any right, title or interest in any land underlying any street, road or avenue adjoining the land, as shown crosshatched on Exhibit "A", attached hereto and incorporated herein by reference, and

That portion of Block 45 Farm Unit 88, CBP: Commencing at the SW Corner of Said FU 88,



Being the Center Quarter Corner of Said S 34, Marked by a 2 Inch Brass Cap in Case Stamped "LS 28239", From Which, E 1/4 of Said S 34, Marked by a U.S.B.R. Brass Cap in Case Bears N 88°33'42"E, 2641.61 Feet; Thence N 00°51'55" W, Along the W Boundary of Said FU 88, 495.52 Feet to the POB; Thence N 88°33'42" E, 542.63 FEET; Thence N 01°26'18" W, 130.83 Feet; Thence S 88°33'42" W, 45.01 Feet; Thence N 01°26'18" W, 66.00 Feet; Thence N 88°33'42"E, 46.15 Feet; Thence N 01°26'18" W, 130.83 Feet; Thence N 88°33'42" E, 685.52 Feet; Thence N 01°26'18" W, 130.83 Feet; Thence S 88°33'42" W, 85.00 Feet; Thence N 01°26'18" W, 66.00 Feet; Thence N 88°33'42" E, 85.00 Feet; Thence N 01°26'18" W, 130.83 Feet; Thence N 88°33'42" E, 425.00 Feet; Thence N 01°26'18" W, 167.89 Feet; Thence S 88°33'42" W, 1676.05 Feet to the Westerly Boundary of Said FU 88; Thence South 00°51'55" East, 823.25 Feet to the Point Of Beginning Adams County, Washington; including any right, title or interest in any land underlying any street, road or avenue adjoining the land, as shown crosshatched on Exhibit "B", attached hereto and incorporated herein by reference

which has a water allotment as a part of the water supply available through the District to an irrigation block of the Columbia Basin Project; and

3. WHEREAS, the irrigable acreage of said land has been assessed annually by the District under the provisions of the Federal Reclamation Laws and the December 18, 1968 Repayment Contract between the United States and the District, which require payment of construction and annual irrigation system operation and maintenance costs on account of the acreage so determined; and

4. WHEREAS, the Landowner, by execution hereof, requests that the Irrigation water allotment be permanently terminated as to the irrigable acres of the above described land, and the granting of such request on the conditions hereinafter stated appears to be in the best interests of the District; and

5. WHEREAS, Article 10(d) of the December, 1968 Repayment Contract between the District and the United States provides that the irrigable area within the District may be revised from time to time by the District by substitution of lands found to be susceptible of irrigation within the District, acre for acre, for lands found to be non irrigable or by the addition to or reduction of irrigable lands within the District,

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter stated, the parties hereto mutually agree as follows:

6. The Landowner hereby expressly waives any right with respect to future irrigation service and water delivery for the land described herein and hereby releases the water allotment heretofore applicable in accordance with the certificate of the Secretary of Interior dated 12-28-66, recorded with the Auditor of Adams County, Washington on 12-19-70, Book 9 CB Doc, Pages 516-521 to the land described herein which contains 40.0 irrigable acres, more or less.

7. The District, pursuant to Article 10(d) of the December 18, 1968 Repayment Contract hereby finds said land to be non irrigable and in consideration of the release of the water allotment hereby made, relieves said land from further assessment by the District.

8. Subject to Federal Reclamation Laws and the December 18, 1968 Repayment Contract as the same may be amended, the provisions of this contract shall be binding on the parties hereto and the heirs, devisees, successors and assigns of the District, and all provisions contained herein shall be covenants that run with and bind the land described herein.


Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Heidi K. Hunt



9. This agreement shall be effective upon execution by the District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

Landowner:

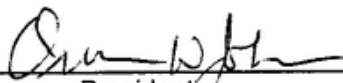

Angel Garza, Palos Verdes LLC



EAST COLUMBIA BASIN IRRIGATION DISTRICT

ATTEST:


Secretary

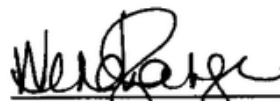
By 
President

STATE OF WASHINGTON
County of Adams

2nd I, the undersigned, Notary Public in and for the said State, do hereby certify that on this day of August, 2017, personally appeared before me Orman Johnson and Craig N. Simpson, to me known to be the President and Secretary, respectively, of the East Columbia Basin Irrigation District that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said District, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the District seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




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

My Commission Expires: 10/16/2018

Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Heidi K. Hunt



STATE OF Washington
County of Adams

I certify that I know or have satisfactory evidence that Monica Muro, PA is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me this 1st day of August, 2017.



Wendy Lange

Notary Public in and for the State of Washington
residing at Moses Lake

My Commission expires: 10/16/2018

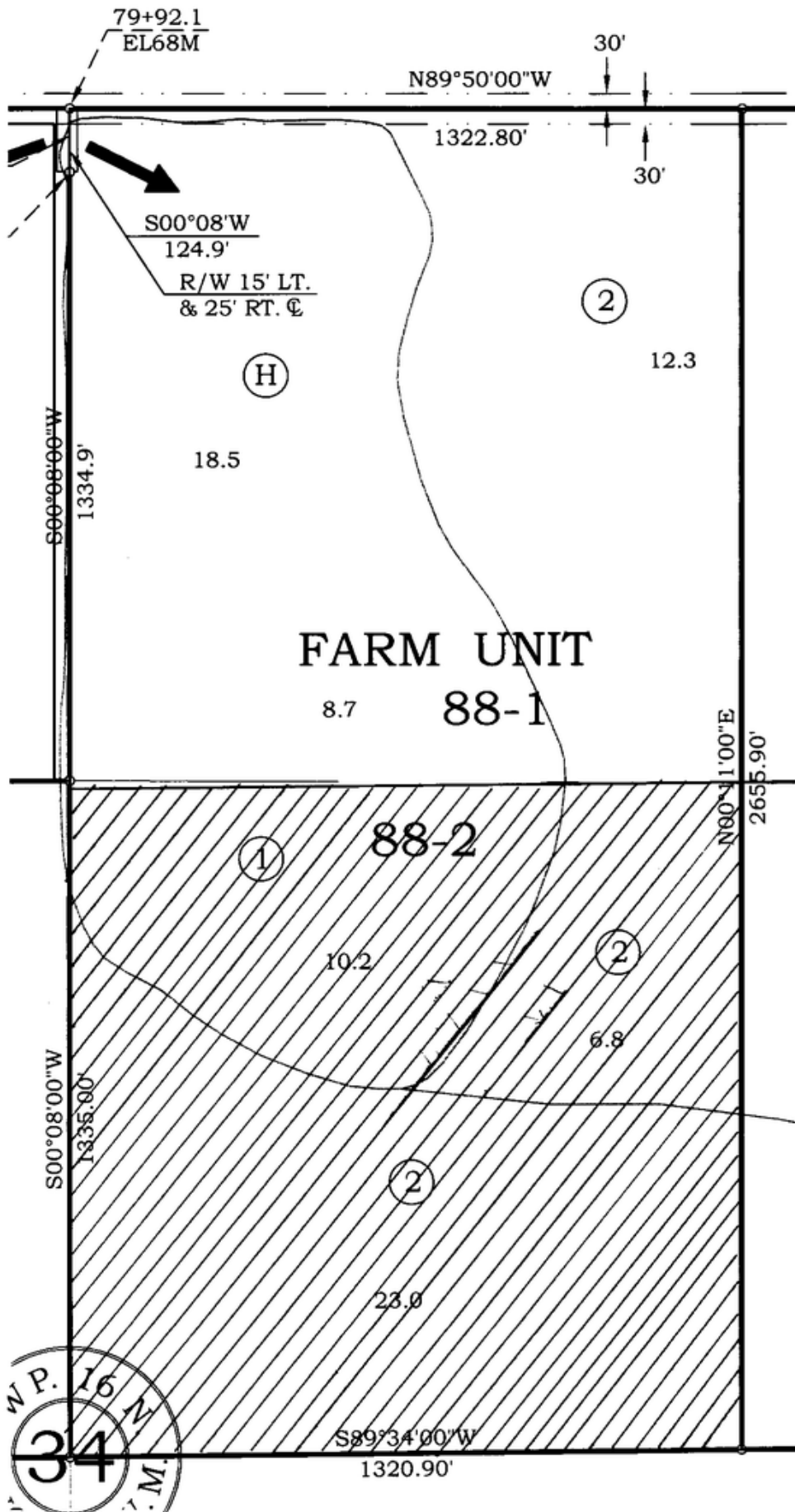


Exhibit A

316560 08/14/2017 12:08:35 PM Pg. 5 of 5
 Water Contract
 EAST COLUMBIA BASIN IRRIGATION DISTRICT
 Adams County Auditor, Heidi K. Hunt



Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Heidi K. Hunt



Return to:

East Columbia Basin Irrigation District
P.O. Box E
Othello, WA 99344

AGREEMENT FOR PERMANENT RELEASE OF WATER ALLOTMENT

Palos Verdes LLC

Block 45, Farm Unit 87-2

APN: 1529030682660 & 1529030682658

**COLUMBIA BASIN PROJECT
EAST COLUMBIA BASIN IRRIGATION DISTRICT**

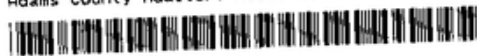
THIS CONTRACT, made this ^{2nd} day of *August*, 2017, between the EAST COLUMBIA BASIN IRRIGATION DISTRICT, hereinafter called the District, and **Palos Verdes LLC** hereinafter called the Landowner, WITNESSETH, That:

2. WHEREAS, the Landowner owns land in the District described as follows:

That portion of Block 45 Farm Unit 87 CBP, Beginning at the E1/4 Corner of said S 34, Being The SE Corner of said FU 87, Marked by a U.S.B.R. Brass Cap in Case, from which, Center Quarter Corner of Said S 34, Marked By a 2 Inch Brass Cap In Case Stamped "LS 28239", Bears S 88°33'42" West, 2641.61 Feet; Thence S 88°33'42" W, Along the S Boundary of Said FU'S 2641.61 Feet to the SW Corner of Said FU 88 AND Said Center Quarter Corner Of Said Sec; Thence N 00°51'55" West, Along The West Boundary Of Said FU 88, 167.84 Feet; Thence N 88°33'42" East, 680.51 Feet; Thence N 01°26'18" East, 22.50 Feet; Thence North 88°33'42" East, 66.00 Feet; Thence S 01°26'18" E; 22.50 Feet; Thence N 88°33'42" E, 601.05 Feet; Thence N 01°26'18" W, 327.66 Feet; Thence N 88°33'42" E, 431.05 Feet; Thence N 01°26'18" W, 25.00 Feet; Thence N 88°33'42" E, 66.00 Feet; Thence S 01°26'18" East, 24.93 Feet; Thence N 88°33'42" E, 801.02 Feet to the E Boundary of said FU 87 And Said SEC 34; Thence S 00°46'44"E, 495.52 Feet TO THE POB, Adams County, Washington; including any right, title or interest in any land underlying any street, road or avenue adjoining the land, as shown crosshatched on Exhibit "A", attached hereto and incorporated herein by reference, and

That portion of Block 45 Farm Unit 87, CBP: Commencing at the E1/4 Corner of Said S 34, Being The SE Corner of Said FU 87, Marked By A U.S.B.R. Brass Cap in Case, From Which, Center 1/4 Corner of said S 34, Marked by a 2 Inch Brass Cap In Case Stamped "LS28239", Bears S 88°33'42" W, 2641.61 Feet; Thence N 00°46'44" W, Along The E

Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Heidi K. Hunt



Boundary of Said FU and Said Sec, 823.20 Feet to the POB; Thence S 88°33'42" W, 804.79 Feet; Thence N 01°26'18" W, 43.58 Feet; Thence S 88°33'42" W 66.00 Feet; Thence S 01°26'18" E, 43.58 Feet; Thence S 88°33'42" W, 346.05 Feet; Thence S 01°26'18" E; 137.33 Feet; Thence S 88°33'42" W, 170.00 Feet; Thence S 01°26'18" W, 190.33 Feet; Thence S 88°33'42" W, 686.66 Feet; Thence N 01°26'18" W, 130.83 Feet; Thence S 88°33'42" W, 45.01 Feet; Thence N 01°26'18" W, 66.00 Feet; Thence N 88°33'42" E, 46.15 Feet; Thence N 01°26'18" W, 130.83 Feet; Thence N 88°33'42" E, 685.52 Feet; Thence N 01°26'18" W, 130.83 Feet; Thence S 88°33'42" W, 85.00 Feet; Thence N 01°26'18" W, 66.00 Feet; Thence N 88°33'42" E, 85.00 Feet; Thence N 01°26'18" W, 130.83 Feet; Thence N 88°33'42" E, 425.00 Feet; Thence N 01°26'18" W, 167.89 Feet; Thence N 88°33'42" E, 967.54 Feet to the E Boundary of Said FU 87 And Said SEC; Thence S 00°46'44" E, 495.58 Feet to the POB Adams County, Washington; including any right, title or interest in any land underlying any street, road or avenue adjoining the land, as shown crosshatched on Exhibit "B", attached hereto and incorporated herein by reference

which has a water allotment as a part of the water supply available through the District to an irrigation block of the Columbia Basin Project; and

3. WHEREAS, the irrigable acreage of said land has been assessed annually by the District under the provisions of the Federal Reclamation Laws and the December 18, 1968 Repayment Contract between the United States and the District, which require payment of construction and annual irrigation system operation and maintenance costs on account of the acreage so determined; and

4. WHEREAS, the Landowner, by execution hereof, requests that the Irrigation water allotment be permanently terminated as to the irrigable acres of the above described land, and the granting of such request on the conditions hereinafter stated appears to be in the best interests of the District; and

5. WHEREAS, Article 10(d) of the December, 1968 Repayment Contract between the District and the United States provides that the irrigable area within the District may be revised from time to time by the District by substitution of lands found to be susceptible of irrigation within the District, acre for acre, for lands found to be non irrigable or by the addition to or reduction of irrigable lands within the District,

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter stated, the parties hereto mutually agree as follows:

6. The Landowner hereby expressly waives any right with respect to future irrigation service and water delivery for the land described herein and hereby releases the water allotment heretofore applicable in accordance with the certificate of the Secretary of Interior dated 12-28-66, recorded with the Auditor of Adams County, Washington on 12-19-70, Book 9 CB Doc, Pages 516-521 to the land described herein which contains 39.1 irrigable acres, more or less.

7. The District, pursuant to Article 10(d) of the December 18, 1968 Repayment Contract hereby finds said land to be non irrigable and in consideration of the release of the water allotment hereby made, relieves said land from further assessment by the District.

8. Subject to Federal Reclamation Laws and the December 18, 1968 Repayment Contract as the same may be amended, the provisions of this contract shall be binding on the parties hereto and the heirs, devisees, successors and assigns of the District, and all provisions contained herein shall be covenants that run with and bind the land described herein.

Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Heidi K. Hunt



9. This agreement shall be effective upon execution by the District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

Landowner:

Monteath, POA
Angel Garza, Palos Verdes LLC



ATTEST:

CRA
Secretary

EAST COLUMBIA BASIN IRRIGATION DISTRICT

By Orman W. Johnson
President

STATE OF WASHINGTON
County of Adams

2nd I, the undersigned, Notary Public in and for the said State, do hereby certify that on this day of August, 2017, personally appeared before me Orman Johnson and Craig N. Simpson, to me known to be the President and Secretary, respectively, of the East Columbia Basin Irrigation District that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said District, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the District seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Wendy Lange
Notary Public in and for the
State of Washington, residing at Moss Lake

My Commission Expires: 10/16/2018

Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Heidi K. Hunt



STATE OF Washington
County of Adams

I certify that I know or have satisfactory evidence that Monica Muro, PA is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me this 1st day of August, 2017.



Wendy Lange

Notary Public in and for the State of Washington
residing at Mosslake

My Commission expires: 10/16/2018

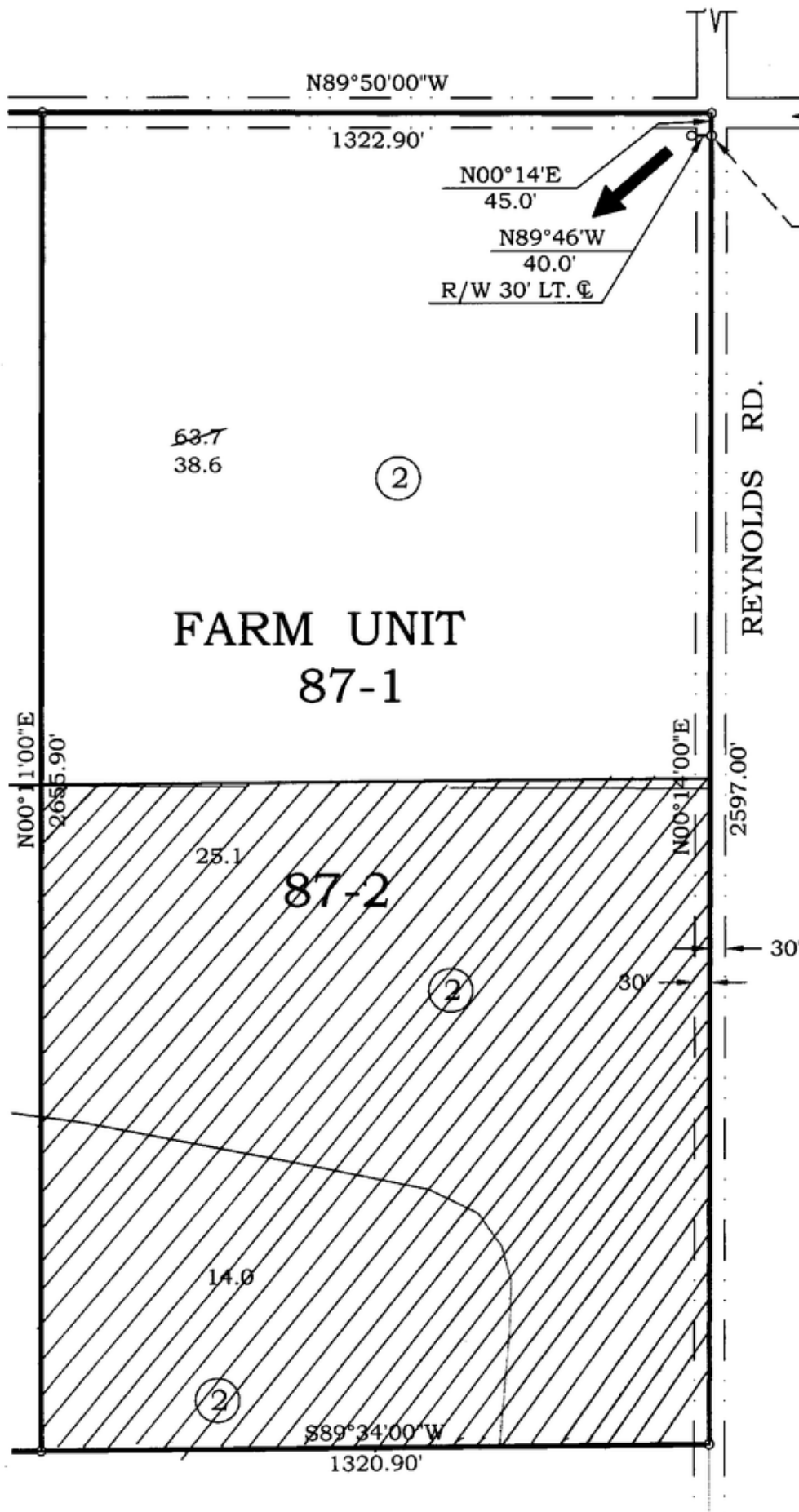


Exhibit A

316561 08/14/2017 12:08:35 PM Pg. 5 of 5
Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Heidi K. Hunt



Irrigation Block 45
Farm Units 89 and 90

Dated this 16 day of July, 1963

1965
 Susie B. Rader, County Auditor
 By *Norman J. Rutledge* Deputy

By: X

CHEF-READY FOODS, a Washington corporation

By: X. J. Williams

On this 15 day of July

On this 26th day of July, 1963, before me personally appeared Larry H. Huggan, known to me known to be the Vice President of the said corporation, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. I, JAMES E. MCKEON, I have hereunto set my hand and affixed my official seal the day and date first above written.

Notary Public in and for the
State of Washington
Residing at Seattle
My commission expires Feb. 19, 1967

My commission expires Feb. 19, 1967

State of Washington)

On this 29th day of July, 1963, before me personally appeared James Earl Ray, known to me and known to be the same person as the James Earl Ray of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and date first above written.

Notary Public in and for the
State of Mississippi
Residing at Bay St. Louis
My commission expires Aug 18 1965
Approved: Aug 18 1965

Approved: WLB 18 1965

Project Number

Pharmaceuticals, Washington

ILLINOIS
Farm Products

Dated this 29th day of June, 1944

Charles W. McLean Paul A. McLean
 Chester W. McLean Pearl A. McLean

Chester W. McLearn

William H. McLean

State of *Washington*) : ss
County of *Adams*)

On this day personally appeared before me CHESTER W. McLENN and PEARL A. McLEAN, his wife, who are known to me to be the individuals described in and who executed the within and foregoing instrument. I have acknowledged that they signed the same as their free and voluntary act and deed, for this purpose and purposes therein mentioned. Given under my hand and official seal this 15 day of June, 19 65.

Notary Public in and for the
State of Washington
Residing at Bellevue
My Commission expires April 22, 1968

My Commission expires April 22, 1968

State of *Washington*) : ss
County of *Adams*)

On this day personally appeared before me WILLIAM H. MCLENNAN a single man, to me known to be the individual described in and who executed the foregoing instrument, and he acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 29th day of January, 1963.

James S. Deane
Notary Public in and for the
State of *Washington*
Residing at *Seattle*
My Commission expires *April 22, 1969*

My Commission expires: 1/2/2004

Approved: _____

By: [Signature]
(Name and Title)

Approved: _____

Approved: _____

10/25/2014

Project Manager
Columbia Basin Project

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53427

RIGHT OF WAY EASEMENT

William J. Kirby and Helen C. Kirby, his wife

hereby grant, convey, and warrant to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electrical distribution line, consisting of wires, poles and associated fixtures, to be located over, along and across the following described property in Adams County, State of Washington

to-wit: Land Units eighty-seven (87) and eighty-eight (88) Block forty-five (45) Columbia Basin Irrigation District located in the Northeast quarter (NE1) of Section thirty-four (34) Township sixteen north (16N) Range twenty-nine (29) E.W.M.

It is understood and agreed that this easement covers the right to place three (3) poles and one (1) anchor in Land unit eighty-seven (87) and one (1) pole in Land unit eighty-eight (88), together with the right of overhang as now located and staked thereon.

together with the right to inspect said line and to remove brush and trees that may interfere with the construction, maintenance and operation of the same.

No monetary consideration or consideration of monetary value has been given for the rights herein conveyed.

Witness our hand 5 this 17th day of August, 1955

William J. Kirby
Helen C. Kirby

1% R. E. EXCISE TAX
Amt. Pd. Exempt
Date 10-19-1955
COUNTY TREASURER
LILLIAN MILLER
By Dorcas Hoffman

STATE OF Washington
County of King

FILED FOR RECORD
Oct 19 1955
LINA BUHL, County Auditor
By E. J. Henderson Deputy

On this day, before me, the undersigned, a notary public, in and for said county and state, personally appeared William J. Kirby and Helen C. Kirby

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

Given under my hand and official seal this 17th day of August, A. D., 1955

Chase W. Ramsey
NOTARY PUBLIC in and for the State of Washington
residing at Seattle



ENG. DEPT.

CONST. DEPT.

ATTORNEYS

RIGHTS OF WAY

SECURED BY

VOLUME 55 PART 508

for and in consideration of love and affection

(\$ nil) dollars,
in hand paid, convey and quitclaim to Allen Shuler and Donna Irene Shuler, husband and wife, Warden, Washington

all interest in the following described real estate, situate in the county of Adams State of Washington;

F. O. 179 Irrigation Block 43, Columbia Basin Project, Washington, according to the Farm Unit Plan thereof, of record in the office of the Auditor of Adams County, Washington, including sprinkler system with pipe and about 120 sprinkling heads.

This is a deed of gift and no excise tax is due and no conveyance stamps are required.

Dated this 28th day of August, A.D. 1963

STATE OF WASHINGTON,
COUNTY OF ADAMS

On this day personally appeared before me J. R. Dannon and Marjorie Dannon
Marjorie A. Dannon
 JRS: jll
 11/1/77

being properly in the individual's described in and who executed the within and foregoing instrument, and signed and delivered the same as their free and voluntary act and deed, for the day of August, 1963.

day of August, 1963.

My dear Father, I will first tell you of Mr. Smith, who
resides at Riverville.

Vol. 95 94c 510 95362 EAST COLUMBIA BASIN IRRIGATION DISTRICT
Othello, Washington

AGREEMENT FOR THE CROSSING OF DISTRICT LANDS AND IRRIGATION WORKS WITH NATURAL GAS PIPELINES

THIS AGREEMENT, made this 22 day of August, 1963 between the EAST COLUMBIA BASIN IRRIGATION DISTRICT, a municipal corporation of the State of Washington, operating in the Counties of Adams and Grant, and the CASCADE NATURAL GAS CORPORATION, a Washington Corporation; hereinafter respectively referred to as the District and the Company.

PRINCESTON that

WHEREAS, the District, representing, and on behalf of the owners of the lands within its boundaries, was organized for, and is engaged in the construction, operation and maintenance of a system of irrigation and drainage works for the irrigation of lands within the District, and

WORKS, in the furtherance of said purposes, the District has contracted, under date of October 9, 1945, with the United States of America, acting by and thru the Department of the Interior, Bureau of Reclamation, for the construction and the interim operation and maintenance of such irrigation and drainage works, and the United States has, under said contract and general reclamation law, acquired certain lands and rights-of-way within the district, and

WHEREAS, the District has heretofore entered into an Agreement with the Pacific Northwest Pipeline Corporation dated July 19, 1957, to which the El Paso Natural Gas Company is the successor, which Agreement requires the joining of any third parties in agreements with the District as a condition precedent to the attachment of feeder lines to or the delivery of gas from the pipelines of the said Pacific Northwest Pipeline Corporation (El Paso Natural Gas Company).

WHEREAS, the Company is presently operating certain Natural Gas pipelines in the vicinity of the City of Moses Lake as successor and assignee of the City of Moses Lake under the terms of Agreements between the District and the City dated December 2, 1957 and May 7, 1958, which Agreements did not contemplate the construction of additional lines in other areas of the District, and

Further, the Company and the District now desire to adopt a master Agreement covering the construction and operation and maintenance of all future pipelines of the Company within the District.

the consideration of the above premises and the mutual covenants and conditions herein set forth, the parties hereto do mutually

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1(a) The district, in consideration of the sum of One Hundred Dollars (\$100.00) to it paid by the Company, receipt of which is hereby acknowledged, and the faithful performance of the terms of this Agreement by the Company, hereby consents to the construction of natural gas pipelines across the lands and the irrigation and drainage works of the District, including these lands and works presently under the jurisdiction of the United States and to the issuance by the United States of easements and agreements in favor of the Company relating to such lands and works of the United States.

1(b) The works of the Company proposed to be constructed as of the date of this Agreement consist of a natural gas pipeline running from, approximately, the Southeast (SE) corner of Section 2, Township 16 North, Range 30 East, N.M., Adams County, Washington; thence South 1 mile along the East line of Section 11 of said Township; thence West 2 miles within County road right-of-way along the North lines of Sections 14 and 15 of said Township; thence South 3 miles along the Easterly side of the County road along the West lines of Sections 15, 22 and 27 of said Township; thence West 6 miles within the County road right-of-way along the North lines of Sections 33, 35 and 31 of said Township and the North lines of Sections 36, 35 and 34 of Township 16 North, Range 29 East, N.M.; thence South $\frac{1}{2}$ mile along the East line of Broadway Avenue extended to the City of Okello, together with appurtenances thereto, and the distribution system within the City of Okello.

1(c) Subject to all of the terms and conditions of this Agreement and in further consideration of the sum of Twenty-five Dollars (\$25.00) to be paid to the District by the Company in each separate case hereafter, the District will approve future construction by the Company or its agents of natural gas pipelines and appurtenances within the District. The Company shall submit details in duplicate as to the location of any works hereafter proposed to be constructed, together with details of proposed methods of crossing irrigation and drainage works serving the District. This information shall be furnished the District at least thirty (30) days prior to the start of construction. The District's approval, under this subarticle, shall be given by endorsement on the duplicate of each map and drawing showing such details.

2. The Company, in consideration of the District's performance under article 1 above will:

a. Construct, operate and maintain its pipeline and appurtenant facilities in a substantial, good and workmanlike manner and in full compliance with the laws of the State of Washington and with all laws, regulations and orders of public authority affecting such facilities, structures and works.

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b. Construct, operate and maintain its facilities and pipeline without cost to the District and in such a manner as to cause no interference or stoppage of the flow of water in canals, laterals, pipelines, ditches or drains, or interference with the normal operation of works serving the district, provided, that temporary interruptions not to exceed 24 hours may be made with the advance written approval of the District. In the event that emergency corrective measures are required to insure the safety of District works at the points crossed by the pipeline, such work may be done by the District at the sole cost and expense of the Company, and the Company hereby agrees to pay such necessary expenses.

c. All construction, reconstruction and maintenance work involving District works and rights-of-way therefore shall be undertaken only at times, according to plans, and in a manner satisfactory to the District, provided that the District will not refuse to approve plans providing protection and safeguards equal to those heretofore approved and used.

d. Construct, reconstruct, alter or relocate its pipeline to provide a minimum cover over the top of the line of 30 inches, measured from average normal ground surface, across all lands within the district, except upon prior written approval of the District.

e. Alter or relocate its pipeline and facilities at its sole cost and expense to accommodate the construction and/or reconstruction and alteration of any of the irrigation and drainage works of the District. Such work shall be done by the Company within the time specified in a Notice from the District to relocate or erect the Company's line and facilities, provided, that such time shall not be less than thirty (30) calendar days. If the Company fails to perform the necessary work, the District may remove or adapt the line and facilities and bill the Company for the expense thereof and the Company shall pay the District the amount of such bill within sixty (60) days after receipt thereof. The Company hereby releases the District from all damages or claims for damages which may result from the construction, operation and maintenance of the District, its agents or employees of its facilities and works aforesaid.

f. Pay the District's reasonable cost of inspection of the work performed under the provisions of (b), (c) and (e) of this article.

g. Furnish the District with complete and current "as-constructed" drawings showing alignment and profile of the pipeline and appurtenances and details of all changes of district works as soon as practicable after the construction or any relocation of the pipeline.

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h. Upon completion of construction of its facilities across any of the works of the District, install distinctively painted and identified metal posts extending not less than 4 feet above ground surface at outside toe of each embankment or other physical extremity of district construction and 5 feet, measured at right angles, to the right of the pipeline centerline. Additional posts shall be set as directed to mark each endpoint and points of curve and tangent on said pipeline within the right-of-way for the District's works.

3. There is reserved to the officers, agents, contractors and employees of the District, the right of free access at all times to the areas covered by this agreement.

4. The District shall not be liable for any damage or injury to the Company's pipeline or appurtenances caused by the construction, reconstruction, operation or maintenance of irrigation and drainage works serving the lands of the District, and the Company hereby releases and agrees to indemnify and hold harmless the District, its officers, agents and employees on account of all damage or claims for damage by whomsoever made and of any nature arising out of, or in any manner connected with the exercise of the privileges granted by this agreement.

5. This agreement shall be binding upon all successors and assigns of the Company, and the provisions hereof shall apply to all lines and appurtenances thereto hereafter constructed across district lands; Provided, that no assignment or transfer of this agreement or any part thereof or interest therein, shall be valid until approved in writing by the District. The District reserves the right to require successors and assigns of the Company to enter into a bond, payable to the District, with sureties approved by the District, in the amount of \$10,000.00, conditioned on faithful performance of this agreement.

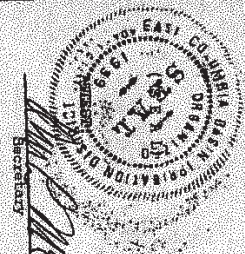
6. This agreement shall terminate upon the joint, written consent of both the parties hereto.

7. The Company's representative shall be Mr. Donald Ansdott, District Manager whose address is 210 N. Broadway, Moses Lake, Wash.. The District shall be represented by its Secretary-Manager, Mr. L. Mohrle, whose address is P. O. Box 1487, Othello, Washington. Determinations of the representatives shall be binding upon the parties hereto. Determinations as to lands owned and to works constructed by and presently under the jurisdiction of the United States will be made by the officer in charge of the Columbia Basin Project or his duly authorized representative. Correspondence and notices shall be addressed to the representatives of the parties hereto. Re-designations of representatives or alternates may be made at any time by notice in writing to

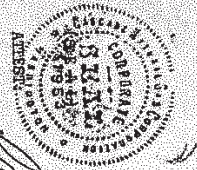
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IN WITNESS WHEREOF, the parties hereto have executed this agreement effectivity, the day and year first above written.

EAST COLUMBIA BASIN IRRIGATION DISTRICT
By [Signature]
President and Chairman of the Board



[Signature]
Secretary



CASCADE NATURAL GAS CORPORATION
By [Signature]
President

[Signature]
William E. Wall, Secretary

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STATE OF WASHINGTON)
) ss
County of Adams

I, the undersigned, a Notary Public in and for the said State, do hereby Certify that on this 22 day of September, 1963, personally appeared before me, Don Damon and Wm. L. Nohrlich, do not know to be the President and Secretary, respectively, of the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the day and year first above written.

Robert H. Hall
Notary Public in and for the State of
Washington, residing at Onhella.



STATE OF WASHINGTON }
) ss
County of King

On this 22 day of August, 1963, before me, personally appeared John A. Smith and Edward J. Smith to me known to be the President and Secretary of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed in the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

John A. Smith
Notary Public in and for the State of
Washington, residing at Onhella



Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Nancy McBroome



After Recording Return to:
East Columbia Basin Irrigation District
PO Box E
Othello, WA 99344

**COLUMBIA BASIN PROJECT, WASHINGTON
EAST COLUMBIA BASIN IRRIGATION DISTRICT**

CONSENT TO WATER DELIVERY CHANGES

**Assessor's Parcel #: 2100450720100, 2100450700100, 2100450710100, 1529030681077
P.J. Taggares Co.
East Columbia Basin Irrigation District**

THIS AGREEMENT between **P.J. Taggares Co.** and the **East Columbia Basin Irrigation District**, organized under the laws of the State of Washington,

WITNESSETH, That:

In consideration of the changes in water delivery, as described below, the parties hereto agree that the said changes shall be binding on the successors or assigns of the landowners and the successors and assigns of the Irrigation District, and by this agreement all of such changes are covenants that shall run with and bind the said land.

WATER DELIVERY CHANGES

Water delivery shall be discontinued for Farm Unit 70, 71, 72, 87, Irrigation Block 45 at present point of delivery at Stations 1+84.19 and 21+19.58 on the EL68M lateral and Station 0+75 on the EL68P lateral and Station 0+75.1 on the EL68Q lateral and delivery shall be made and accepted at Station 21+19.6 on the EL68M, in the Columbia Basin Project as shown on the Farm Unit Plat of said block, as recorded in Adams County on October 3, 1962.

Changes to delivery of irrigation water to all of Farm Unit 70, 71, 72, 87, Block 45, as indicated above, will not provide a basis for a decrease in the areas now considered irrigable and assessable and all said areas otherwise assessable will be assessed without regard to distance, elevation or location in relation to facilities to be used to serve the land as described above.

Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Nancy McBroom



P.J. Taggares Co.
Consent to Water Delivery Changes
Page Two

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this

7 Day of Dec 2009.

Tom Acker, VA
P.J. Taggares Co.



EAST COLUMBIA BASIN IRRIGATION DISTRICT

By: Roger K. Wolk

ATTEST:

[Signature]
Secretary

Water Contract
 EAST COLUMBIA BASIN IRRIGATION DISTRICT
 Adams County Auditor, Nancy McBroom

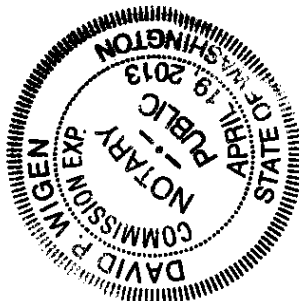



P.J. Taggares Co.
 Consent to Water Delivery Changes
 Page Three

STATE OF WASHINGTON)
)ss.
 County of ADAMS)

On this day personally appeared before me TOM DICKEY to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of December, 2009.




 Notary Public in and for the
 State of Washington
 Residing at: St. Louis

My commission expires: 4-19-13

Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Nancy McBroom



After Recording Return to:
East Columbia Basin Irrigation District
PO Box E
Othello, WA 99344

**COLUMBIA BASIN PROJECT, WASHINGTON
EAST COLUMBIA BASIN IRRIGATION DISTRICT**

CONSENT TO WATER DELIVERY CHANGES

**Assessor's Parcel #: 2100450550100, 2100450560100, 2100450740100, 1529030681077
Peter John Taggares III
East Columbia Basin Irrigation District**

THIS AGREEMENT between **Peter John Taggares III** and the **East Columbia Basin Irrigation District**, organized under the laws of the State of Washington,

WITNESSETH, That:

In consideration of the changes in water delivery, as described below, the parties hereto agree that the said changes shall be binding on the successors or assigns of the landowners and the successors and assigns of the Irrigation District, and by this agreement all of such changes are covenants that shall run with and bind the said land.

WATER DELIVERY CHANGES

Water delivery shall be discontinued for Farm Unit 55, 56, 74, 88, Irrigation Block 45 at present point of delivery at Stations 27+54.67 and 41+05 on the EL68L1 lateral and Stations 47+48 and 80+47.05 on the EL68M lateral and delivery shall be made and accepted at Station 21+19.6 on the EL68M, in the Columbia Basin Project as shown on the Farm Unit Plat of said block, as recorded in Adams County on October 3, 1962.

Changes to delivery of irrigation water to all of Farm Unit 55, 56, 74, 88, Block 45, as indicated above, will not provide a basis for a decrease in the areas now considered irrigable and assessable and all said areas otherwise assessable will be assessed without regard to distance, elevation or location in relation to facilities to be used to serve the land as described above.

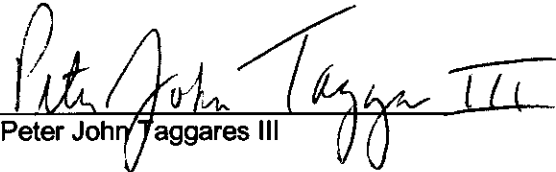
Water Contract
EAST COLUMBIA BASIN IRRIGATION DISTRICT
Adams County Auditor, Nancy McBroom



Peter John Taggares III
Consent to Water Delivery Changes
Page Two

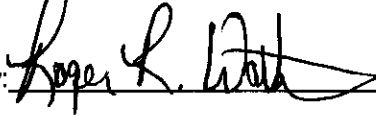
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this

4th Day of December 20 09.



Peter John Taggares III



EAST COLUMBIA BASIN IRRIGATION DISTRICT

By: 

ATTEST:


Secretary

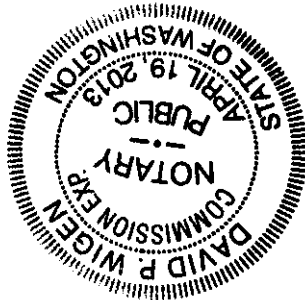


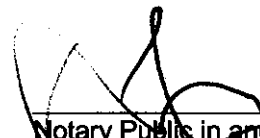
Peter John Taggares III
Consent to Water Delivery Changes
Page Three

STATE OF WASHINGTON)
)ss.
County of Adams)

On this day personally appeared before me PETER TAGGARES to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of December, 2009.





Notary Public in and for the
State of Washington
Residing at: Othello

My commission expires:
4-19-12

Anne Henning

From: Scott McArthur <scott@mcArthur-eng.com>
Sent: Friday, May 24, 2024 5:55 PM
To: Robin Adolphsen; Anne Henning
Cc: Angel Garza; Joel Garza
Subject: Sand Hill Estates - Estimated Sewer Flows - Sand Hill II to Sand Hill VII
Attachments: Sandhill Request.pdf; Sand Hill Estates - Estimated Wastewater Flows.pdf

Robin:

I know it is late on Friday, but I have been reviewing the wastewater flows for Sand Hill Estates II through Sand Hill Estates VII, which flows through the developer constructed offsite sewer infrastructure, and outlets into an existing sewer manhole at the intersection of 4th and Olympia in the City of Othello.

The attached is our initial assessment of this area, showing that we analyzed City provided water usages for randomly selected homes (attached), during non-irrigated months, and determined that the average single-family home in the Sand Hill Estates development contributes around 152 gallons per day of wastewater flow to the City system.

We currently have a total of 187 single family residential Lots Platted in the Sand Hill Estates II through Sand Hill Estates VII, with 48 proposed apartments (1BD to 3BD) in Sand Hill Estates VI, and 36 proposed Single-Family Lots in Sand Hill Estates VII.

Originally, for the area that encompasses Sand Hill Estates II through Sand Hill Estates VII, we were conceptually approved to subdivide more than 240 single family Lots (a minimum of 60 Lots per Phase).

While I understand that you are simultaneously looking at the City infrastructure downstream of the intersection of 4th and Olympia, South of our connection, we contend that our wastewater flows that proposed through Sand Hill Estates VII, are less than that of those we originally contemplated in this area of the development.

We also looked at the following 6-plex water usage as well, hoping this helps with your assessment:

Address	Date of Reading	Reading (100 CF)	CF	Gal/CF	Gal/Month	Avg Gal/Month	Gal/Day
415 Larkspur Plex) (6	Nov-23	8	800	7.48052	5,984	5,610	
	Dec-23	6	600		4,488		
	Jan-24	6	600		4,488		
	Feb-24	10	1,000		7,481		

I can set aside some time on Tuesday morning between 9a and 11a to discuss this further if that works for you, please let me know!

Sincerely,



Scott McArthur, PE
Principal Engineer
Off: 208.446.3307
Cel: 208.964.0481
www.mcarthur-eng.com

Bonnie Valdez

From: Scott McArthur <scott@mcArthur-eng.com>
Sent: Wednesday, May 15, 2024 10:59 AM
To: Bonnie Valdez
Cc: Angel Garza; Joel Garza
Subject: Sand Hill Estates - Water Usage Readings

Bonny:

Thank you for taking the time to discuss this with me today, below is a random list of home addresses in the Sand Hill Estates development that we are hoping to find the domestic (non-irrigated) water usage readings (November – February would be ideal) for:

- Mt Adams Street:
 - 700
 - 845
 - 1020
 - 1320
- Mt Baker Street
 - 725
 - 910
 - 1025
 - 1230
 - 1325
- Cascade Street
 - 847
 - 1012 - *no mtr; substitute 1017 included*
 - 1137 - *mtr installed 5/13/24; no history yet*
 - 1332 - *split between builder + 1st owner - 2 separate pages*

Also, can you please provide us with the domestic (non-irrigated) water usage readings for the senior living center located at 445 North Larkspur Lane?

Thank you again for your help!



Scott McArthur, PE
Principal Engineer
Off: 208.446.3307
Cel: 208.964.0481
www.mcarthur-eng.com

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:08:54 Date: 05/15/2024

Page: 1

415 LARKSPUR LN N -465 *			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	244	236	8	(ccf)				621.27	79,435.43
12/28/2023	Bill	Billing	250	244	6					619.45	80,054.88
01/30/2024	Bill	Billing	256	250	6					625.04	80,679.92
02/28/2024	Bill	Billing	266	256	10					628.68	81,308.60
Billing Periods 4			Billed Amt: 2,494.44		Avg 623.61						

* This is a 6-unit complex on one 1 1/2" water meter.
Billed in 100-cubic-ft units. (ccf)

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:15:35 Date: 05/15/2024

Page: 1

700 MT ADAMS ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	660	638	22					147.32	4,417.11
12/28/2023	Bill	Billing	664	660	4					128.84	4,545.95
01/30/2024	Bill	Billing	667	664	3					128.97	4,674.92
02/28/2024	Bill	Billing	671	667	4					149.88	4,824.80
Billing Periods 4			Billed Amt: 555.01		Avg 138.75						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:16:22 Date: 05/15/2024

Page: 1

845 MT ADAMS ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	916	872	44					173.04	4,798.34
12/28/2023	Bill	Billing	945	916	29					154.89	4,953.23
01/30/2024	Bill	Billing	947	945	2					128.06	5,081.29
02/28/2024	Bill	Billing	949	947	2					128.06	5,209.35
Billing Periods 4			Billed Amt: 584.05		Avg 146.01						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:17:08 Date: 05/15/2024

Page: 1

1020 MT ADAMS ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	642	635	7					131.57	4,642.20
12/28/2023	Bill	Billing	646	642	4					128.84	4,771.04
01/30/2024	Bill	Billing	650	646	4					129.88	4,900.92
02/28/2024	Bill	Billing	654	650	4					129.88	5,030.80
Billing Periods 4			Billed Amt: 520.17		Avg 130.04						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:17:39 Date: 05/15/2024

Page: 1

1320 MT ADAMS ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	662	609	53					183.93	4,401.59
12/28/2023	Bill	Billing	672	662	10					134.60	4,536.19
01/30/2024	Bill	Billing	681	672	9					134.58	4,670.77
02/28/2024	Bill	Billing	690	681	9					134.58	4,805.35
Billing Periods 4			Billed Amt: 587.69	Avg	146.92						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:18:32 Date: 05/15/2024

Page: 1

725 MT BAKER ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	393	388	5				117.33	2,769.19
12/28/2023	Bill	Billing	399	393	6				125.60	2,894.79
01/30/2024	Bill	Billing	405	399	6				134.07	3,028.86
02/28/2024	Bill	Billing	409	405	4				124.52	3,153.38
Billing Periods 4			Billed Amt: 501.52	Avg	125.38					

UTILITY ACCOUNT HISTORY

11/01/2023 To: 03/01/2024

910 MT BAKER ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	38	36	2					127.02	2,156.36
12/28/2023	Bill	Billing	43	38	5					129.75	2,286.11
01/30/2024	Bill	Billing	50	43	7					132.61	2,418.72
02/28/2024	Bill	Billing	52	50	2					128.06	2,546.78
Billing Periods 4			Billed Amt: 517.44	Avg	129.36						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:19:44 Date: 05/15/2024

Page: 1

1025 MT BAKER ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	181	174	7					151.57	2,387.74
12/28/2023	Bill	Billing	188	181	7					131.57	2,519.31
01/30/2024	Bill	Billing	196	188	8					153.52	2,672.83
02/28/2024	Bill	Billing	201	196	5					130.79	2,803.62
Billing Periods 4			Billed Amt: 567.45		Avg 141.86						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:20:56 Date: 05/15/2024

Page: 1

1230 MT BAKER ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	172	164	8					153.30	2,493.07
12/28/2023	Bill	Billing	179	172	7					152.39	2,645.46
01/30/2024	Bill	Billing	186	179	7					154.46	2,799.92
02/28/2024	Bill	Billing	192	186	6					153.55	2,953.47
Billing Periods 4			Billed Amt: 613.70	Avg	153.43						

UTILITY ACCOUNT HISTORY

11/01/2023 To: 03/01/2024

1325 MT BAKER ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	53	45	8					132.48	1,049.07
12/28/2023	Bill	Billing	60	53	7					131.57	1,180.64
01/30/2024	Bill	Billing	68	60	8					133.52	1,314.16
02/28/2024	Bill	Billing	75	68	7					132.61	1,446.77
Billing Periods 4			Billed Amt: 530.18	Avg	132.55						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:25:14 Date: 05/15/2024

Page: 1

847 CASCADE ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	239	233	6					130.66	1,380.89
12/28/2023	Bill	Billing	245	239	6					130.66	1,511.55
01/30/2024	Bill	Billing	250	245	5					130.79	1,642.34
02/28/2024	Bill	Billing	255	250	5					130.79	1,773.13
Billing Periods 4			Billed Amt: 522.90	Avg	130.73						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 13:56:11 Date: 05/15/2024

Page: 1

1017 CASCADE ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	66	53	13					137.78	958.75
12/28/2023	Bill	Billing	77	66	11					143.02	1,101.77
01/30/2024	Bill	Billing	87	77	10					151.10	1,252.87
02/28/2024	Bill	Billing	97	87	10					143.37	1,396.24
Billing Periods 4			Billed Amt: 575.27	Avg	143.82						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 14:00:17 Date: 05/15/2024

Page: 1

1332 CASCADE ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
11/29/2023	Bill	Billing	2	1	1					40.52	81.04
12/28/2023	Bill	Billing	3	2	1					40.52	121.56
01/30/2024	Bill	Billing	11	3	8					46.89	168.45
02/28/2024	Bill	Billing	11	11						39.61	208.06
Billing Periods 4			Billed Amt: 167.54	Avg	41.89						

UTILITY ACCOUNT HISTORY

City Of Othello

11/01/2023 To: 03/01/2024

Time: 14:00:42 Date: 05/15/2024

Page: 1

1332 CASCADE ST E			Current	Previous	Water Usage	Sewer Usage	Current	Previous	Electric Usage	Chg/Pymt	Balance
02/28/2024	Bill	Billing	18	11	7					132.61	132.61
Billing Periods 1		Billed Amt:	132.61	Avg	132.61						

SAND HILL ESTATES - PRELIMINARY WASTEWATER ASSESSMENT

#	Address	Date of Reading	Reading (100 CF)	CF/Month	Gal/CF	Gal/Month	Avg Gal/Month	Avg Gal/Day	
1	700 Mt. Adams	Dec-23	4	400	7.48052	2,992	2,743	90	
		Jan-24	3	300		2,244			
		Feb-24	4	400		2,992			
2	845 Mt. Adams	Jan-24	2	200		1,496	1,496	49	
		Feb-24	2	200		1,496			
3	1020 Mt. Adams	Nov-23	7	700		5,236	3,553	117	
		Dec-23	4	400		2,992			
		Jan-24	4	400		2,992			
		Feb-24	4	400		2,992			
4	1320 Mt. Adams	Jan-24	9	900		6,732	6,732	221	
		Feb-24	9	900		6,732			
5	725 Mt. Baker	Nov-23	5	500		3,740	3,927	129	
		Dec-23	6	600		4,488			
		Jan-24	6	600		4,488			
		Feb-24	4	400		2,992			
6	910 Mt. Baker	Nov-23	2	200		1,496	2,992	98	
		Dec-23	5	500		3,740			
		Jan-24	7	700		5,236			
		Feb-24	2	200		1,496			
7	1025 Mt. Baker	Nov-23	7	700		5,236	5,049	166	
		Dec-23	7	700		5,236			
		Jan-24	8	800		5,984			
		Feb-24	5	500		3,740			
8	1230 Mt. Baker	Nov-23	8	800		5,984	5,236	172	
		Dec-23	7	700		5,236			
		Jan-24	7	700		5,236			
		Feb-24	6	600		4,488			
9	1325 Mt. Baker	Nov-23	8	800		5,984	5,610	185	
		Dec-23	7	700		5,236			
		Jan-24	8	800		5,984			
		Feb-24	7	700		5,236			
10	847 Cascade	Nov-23	6	600		4,488	4,114	135	
		Dec-23	6	600		4,488			
		Jan-24	5	500		3,740			
		Feb-24	5	500		3,740			
11	1017 Cascade	Nov-23	13	1,300		9,725	8,229	271	
		Dec-23	11	1,100		8,229			
		Jan-24	10	1,000		7,481			
		Feb-24	10	1,000		7,481			
12	1332 Cascade	Jan-24	8	800		5,984	5,610	185	
		Feb-24	7	700		5,236			
Average Water Usage per Home in Study Area (gallons):								152	
Existing Number of Homes (Sand Hill II to Sand Hill V):								187	
Estimated Daily Wastewater Volume (Sand Hill II to Sand Hill V):								28,344	
Average Water Usage per Apartment Bedroom (gallons):								40	
Number of 1-BD Apartmnets (Sand Hill VI):								6	
Number of 2-BD Apartmnets (Sand Hill VI):								30	
Number of 3-BD Apartmnets (Sand Hill VI):								12	
Approved Number of Apartments (Sand Hill VI):								48	
Estimated Commercial Office Water Usage (Sand Hill VI):								152	
Estimated Daily Wastewater Volume (Sand Hill VI):								2,072	
Proposed Number of Homes (Sand Hill VII):								36	
Estimated Daily Wastewater Volume (Sand Hill VII):								5,457	
Total PROJECTED Estimated Daily Wastewater Volume (Sand Hill II to Sand Hill VII) (gallons):								35,873	
Total ORIGINAL Number of Conceptual Lots (Sand Hill II to Sand Hill VII):								240	
Total ORIGINAL Estimated Daily Wastewater Volume (Sand Hill II to Sand Hill VII) (gallons):								36,377	

Anne Henning

From: Scott McArthur <scott@mcArthur-eng.com>
Sent: Friday, July 19, 2024 4:52 PM
To: Anne Henning
Cc: Robin Adolphsen
Subject: RE: Sand Hill 7

Anne/Robin:

Thank you for sending this over. Sorry for my delayed response. I read through it while driving back to the office, but I have a few questions about this condition...

- Would the City be willing to allow this Sand Hill Estates VII Plat to record, and then restrict the “number of Equivalent Residences” (ERs) that can connect to the existing system (to be predetermined prior to the Plat), and then release ERs as capacity becomes available?
- Would the City be willing to prepare a Development Agreement to reimburse Palos Verdes for the costs to extend this sewer, that are not directly allocated to the available density that remains in the Sand Hill Estates development (SHE VI and SHE VII). Generally, we see this occur through waived cap fees, City contributions, and late comers agreements... or a combination of such.

As we have discussed, we would like to have each landowner pay their fair share, and while I am only making an assumption, I do not believe that the Sand Hill Estates development, as a whole, has the largest impact to this portion of the City system.

My thoughts only, but I just wanted to share.

Please let me know if you would like to discuss this further next week.

Have a great weekend!



Scott McArthur, PE
Principal Engineer
Off: 208.446.3307
Cel: 208.964.0481
www.mcarthur-eng.com

From: Anne Henning <ahenning@othellowa.gov>
Sent: Friday, July 19, 2024 11:53 AM
To: Scott McArthur <scott@mcArthur-eng.com>
Cc: Robin Adolphsen <radolphsen@othellowa.gov>
Subject: Sand Hill 7

Scott,

Here is the condition I am working on for the MDNS for Sand Hill 7:

- 1. The proposed development will exceed the sewer capacity that can be accommodated in the existing 8” sewer main. A 12” sewer main in Olympia Street from 4th Avenue to Broadway Avenue is required to be completed by the developer and accepted by the City before the plat is recorded.**

Anne Henning, AICP

Community Development Director

City of Othello

(509) 331-2710 direct line | (509) 488-5686 City Hall main phone

www.OthelloWa.gov



Anne Henning

From: Scott McArthur <scott@mcArthur-eng.com>
Sent: Monday, August 5, 2024 3:48 PM
To: Robin Adolphsen; Anne Henning
Cc: Christian Nead; Angela Owens; Angel Garza; Joel Garza
Subject: Sand Hill Estates VII - Infrastructure Plan Submittal
Attachments: ME2024-024 - SAND HILL ESTATES VII - SEWER CAPACITY ALLOCATION LETTER 8-5-2024.pdf; ME2024-024 - SAND HILL ESTATES VII - INFRASTRUCTURE PLANS 8-5-2024.pdf

Anne/Robin:

Please find the following attached to this email:

- Sand Hill Estates VII – Infrastructure Plan Submittal
 - For your review
- Sand Hill Estates VII – Sewer Capacity Allocation Letter
 - For your consideration

Thank you for your time and consideration of this submittal.

Angel/Joel Garza can submit the review application/fee and requested number of hard copies with your blessing.

Sincerely,



Scott McArthur, PE
Principal Engineer
Off: 208.446.3307
Cel: 208.964.0481
www.mcarthur-eng.com

August 5, 2024

City of Othello
500 East Main Street
Othello, WA 99344



Attn: Robin Adolphsen, PE ~City Engineer

RE: SAND HILL ESTATES VII
SANITARY SEWER CAPACITY ALLOCATION

Ms. Adolphsen:

On behalf of Palos Verdes, LLC, we hereby formally request that the City of Othello allocate a portion of their current available sanitary sewer capacity to the Sand Hill Estates VII development, which consists of thirty-six (36) single-family residential homes.

We understand that this request may temporarily impact the City's ability to provide sanitary sewer to the City of Othello approved Sand Hill Estates VI development, which consists of forty-eight (48) multi-family residential units, until such time as the City can improve their sewer infrastructure to support further development in this area.

Thank you for your time and consideration of this request. Please feel free to contact me at 208.446.3307 or scott@mcArthur-eng.com if you have any questions.

Sincerely,



Anne Henning

From: Scott McArthur <scott@mcArthur-eng.com>
Sent: Thursday, August 29, 2024 11:13 AM
To: Anne Henning; Robin Adolphsen
Cc: Angel Garza (angel@palosverdesllc.com)
Subject: RE: Sand Hill VII Notice of Incomplete

Good morning Anne/Robin:

Angel Garza (CC'd) and I are continuing our discussion regarding the City's concerns that were presented to us in the letter that accompanied this email chain.

We are in the process of scheduling surveying services (topographic survey, boundary/right of way verification, and sewer easement) that will be needed for the design of the Olympia Street sewer main extension from 4th Avenue to Broadway Avenue. We expect our survey team will be onsite within one (1) week to begin this process.

Based on this schedule, we are tentatively planning to submit the formal design to you sometime near the end of September, 2024.

Can you please verify the size of sewer main that you are requesting for this new run?

Can you please also share a copy of the Varela and Associates conceptual design for this extension? I believe that work was completed in 2018?

We are requesting that the City accept the information in this email as forward progress, and that the City proceed with their formal review of the Sand Hill Estates VII infrastructure plans that have been previously submitted.

It is our intent at this time to construct the Olympia Street sewer improvements simultaneously with the Sand Hill Estates VII improvements, and or prior to the developer's request for a certificate of occupancy, for any residential home, in the Sand Hill Estates VII development.

Thank you for your time and consideration of this email.

Please let me know if you have any questions or comments.

Sincerely,



Scott McArthur, PE
Principal Engineer
Off: 208.446.3307
Cel: 208.964.0481
www.mcarthur-eng.com

From: Anne Henning <ahenning@othellowa.gov>
Sent: Friday, August 16, 2024 5:03 PM
To: Scott McArthur <scott@mcArthur-eng.com>
Cc: Angel Garza (angel@palosverdesllc.com) <angel@palosverdesllc.com>
Subject: Sand Hill VII Notice of Incomplete

Hard copy of the attached letter will be in the mail to Scott as the authorized representative.

I will be serving on the advisory committee for RCO Local Parks grants next week but will be back in the office on Friday. I will check email when I can.

Anne Henning, AICP

Community Development Director

City of Othello

(509) 331-2710 direct line | (509) 488-5686 City Hall main phone

www.OthelloWa.gov

