

## **Anne Henning**

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**From:** Scott McArthur <scott@mcarthur-eng.com>  
**Sent:** Friday, November 7, 2025 12:47 PM  
**To:** Anne Henning  
**Cc:** Angela Owens; Angel Garza; Joel Garza; Josh Bagley; Nancy Nick  
**Subject:** REPLAT OF SAND HILL ESTATES VI - Preliminary Plat Submittal Package  
**Attachments:** 2025-11-07 SAND HILL ESTATES VI REPLAT - Land Use Application.pdf; 2025-11-07 SAND HILL ESTATES VI REPLAT - Title Commitment\_Subdivision Guarantee.pdf; 2025-11-07 SAND HILL ESTATES VI REPLAT - Preliminary Plat.pdf; 2025-11-07 SAND HILL ESTATES VI REPLAT - Conceptual Site Plan.pdf; 2025-11-07 SAND HILL ESTATES VI REPLAT - Design Deviation Requests.pdf

### **Anne:**

Please find the following submittal documents for the above referenced project, attached to this email.

- Land Use Application
- Title Commitment
- Preliminary Plat
- Conceptual Site Plan
- Design Deviation Request Letter

### **Angel:**

Can you please sign the Land Use Application, and remit payment the fee once Anne deems this submittal complete?

Thank you!

Sincerely,



**Scott McArthur, PE**  
**Principal Engineer**  
Off: 208.446.3307  
Cel: 208.964.0481  
[www.mcarthur-eng.com](http://www.mcarthur-eng.com)



**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  
November 07 2025

## LAND USE APPLICATION

### SECTION 1: Property Location

Property Address: TBD - Mt. Hood Street Parcel #: 1529030682661

Legal Description (Lot#/Block#/Plat): RePlat of Sand Hill Estates VI

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: \_\_\_\_\_

Date: \_\_\_\_\_

### SECTION 4: Applicant

Name: Scott McArthur  
Mailing Address: 14841 N Highway 41  
City/State/Zip: Rathdrum, Idaho 83858

I (print) Scott McArthur hereby 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

11/7/2025  
Date

### SECTION 5: Summary of Request

Preliminary Plat Request

A thirty-two (32) Lot subdivision being a RePlat of Sand Hill Estates VI

**(PRELIMINARY PLAT)**

### SECTION 5: Application Fees \*OTHER FEES INCURRED 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 _____ \$_____

# SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

**62242500939 Revision 1**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

**Received By  
Othello Bldg & Planning  
November 07 2025**

## GUARANTEES

Palos Verdes, LLC, a Washington limited liability company

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

### LIABILITY EXCLUSIONS AND LIMITATIONS

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

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

**Chicago Title Insurance Company**

By:

A handwritten signature in black ink.

Michael J. Nolan, President

Attest:

A handwritten signature in black ink.

Marjorie Nemzura, Secretary

Countersigned By:

A handwritten signature in black ink.

Dylan Strait  
Authorized Officer or Agent



## CHICAGO TITLE INSURANCE COMPANY

## 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	\$30.80

Effective Date: October 27, 2025 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:

A & Y Leasing 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): 1529030682661

Lot 1, Block 1, Sand Hill Estates # 6 Short Plat, according to the Short Plat thereof recorded under Auditor's File No. 339238, records of Adams County, Washington.

## 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: 2025  
Tax Account No.: [1529030682661](#)  
 Levy Code: 11  
 Assessed Value-Land: \$508,300.00  
 Assessed Value-Improvements: \$0.00

General and Special Taxes:  
 Billed: \$5,542.89  
 Paid: \$5,542.89  
 Unpaid: \$0.00

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](#).

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

Amount: \$5,685,000.00  
Dated: March 12, 2024  
Trustor/Grantor: Palos Verdes, LLC, a Washington limited liability company  
Trustee: UPF Washington Incorporated  
Beneficiary: Washington Trust Bank  
Recording Date: April 24, 2024  
[Recording No.: 336185](#)

10. Assignment of Rents

Between: Palos Verdes LLC, a Washington limited liability company  
And: Washington Trust Bank  
Recorded: April 24, 2024  
[Recording No: 336186](#)

11. Covenant Dedicating Improvements recorded August 4, 2025 under [Auditor's File No. 339237](#).

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

[Recording No: 339238](#)

13. City of Othello Multi-Family Housing Limited Property Tax Exemption Agreement and the terms and conditions thereof recorded October 21, 2025 under [Auditor's File No. 339776](#).

**END OF SCHEDULE B**

**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 2<sup>nd</sup> 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.



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:

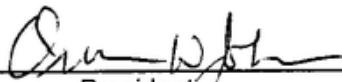
  
Angel Garza, Palos Verdes LLC



EAST COLUMBIA BASIN IRRIGATION DISTRICT

ATTEST:

  
\_\_\_\_\_  
Secretary

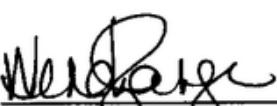
By   
President

STATE OF WASHINGTON  
County of Adams

2<sup>nd</sup> 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 Moses Lake

My Commission Expires: 10/16/2018



\*\*\*\*\*

STATE OF Washington  
County of Adams

I certify that I know or have satisfactory evidence that Monica Muro, P.A. 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 1<sup>st</sup> day of August, 2017.



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

My Commission expires: 10/16/2018

Wendy Lange

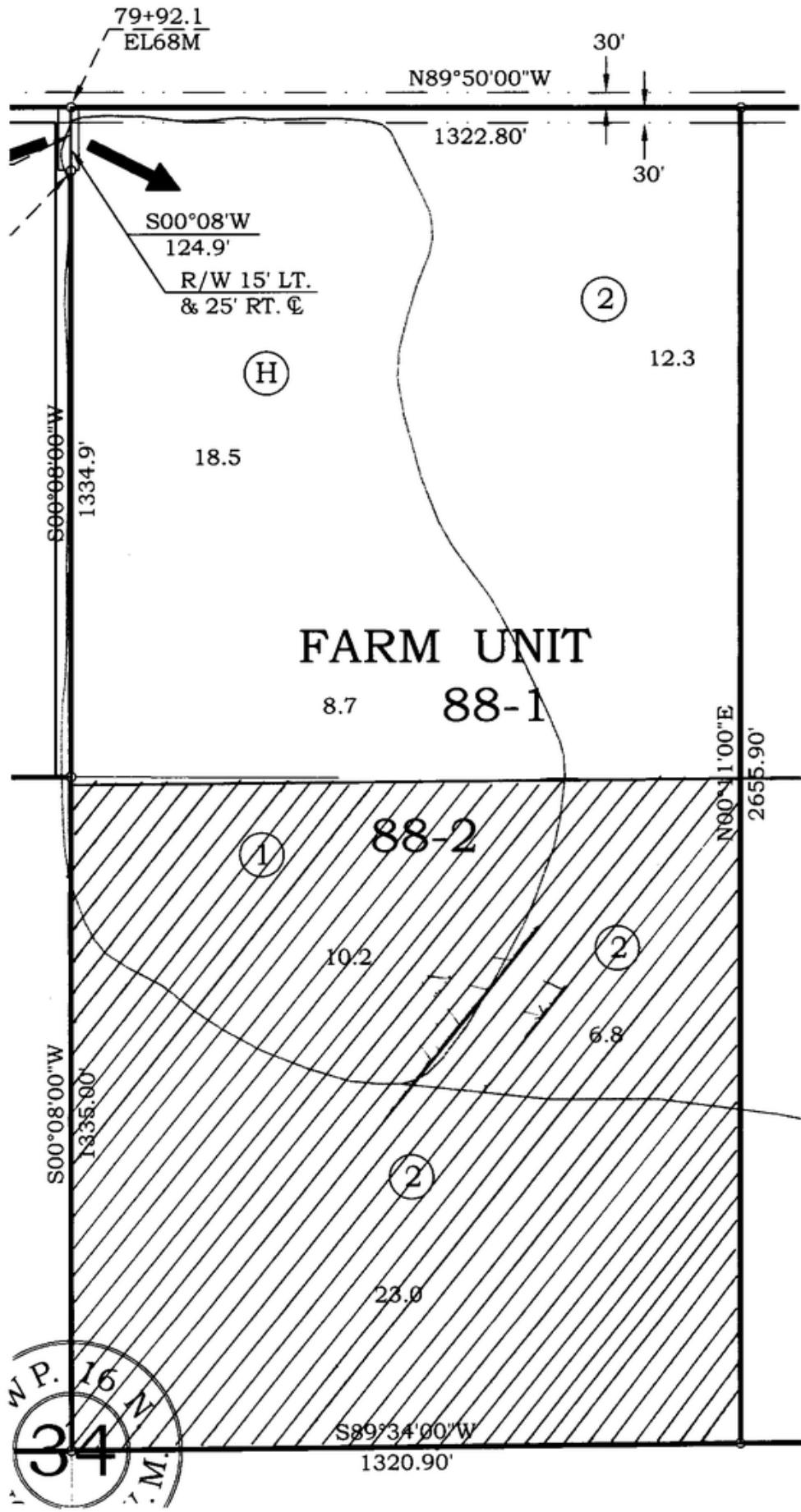


Exhibit A

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





**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 *21<sup>st</sup>* 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*



*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.

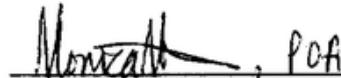
8. Subject to Federal Reclamation Laws and the December 18, 1968 Repayment Contract as the same may be amended, the provisions of this contract shall be binding on the parties hereto and the heirs, devisees, successors and assigns of the District, and all provisions contained herein shall be covenants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



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.

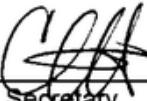
Landowner:

  
Angel Garza, Palos Verdes LLC

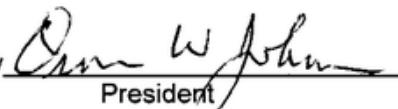


EAST COLUMBIA BASIN IRRIGATION DISTRICT

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 Moses Lake

My Commission Expires: 10/16/2018



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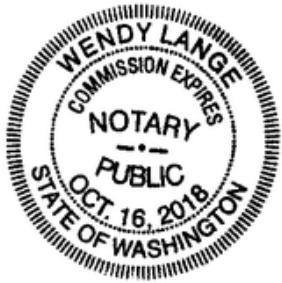
STATE OF Washington  
County of Adams

I certify that I know or have satisfactory evidence that Monica Muro ADA 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 1<sup>st</sup> day of August, 2017.

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

My Commission expires: 10/16/2018



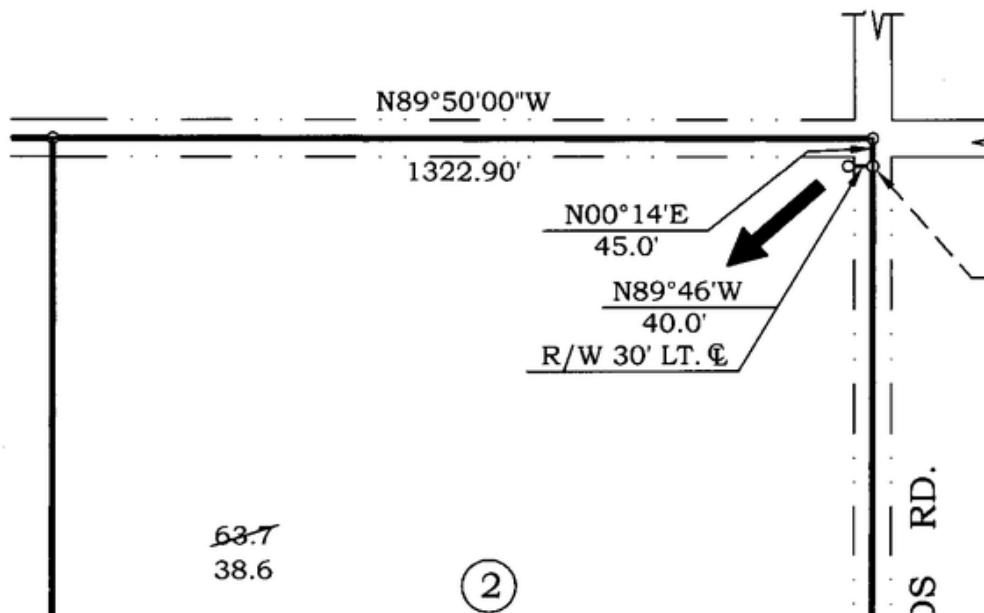
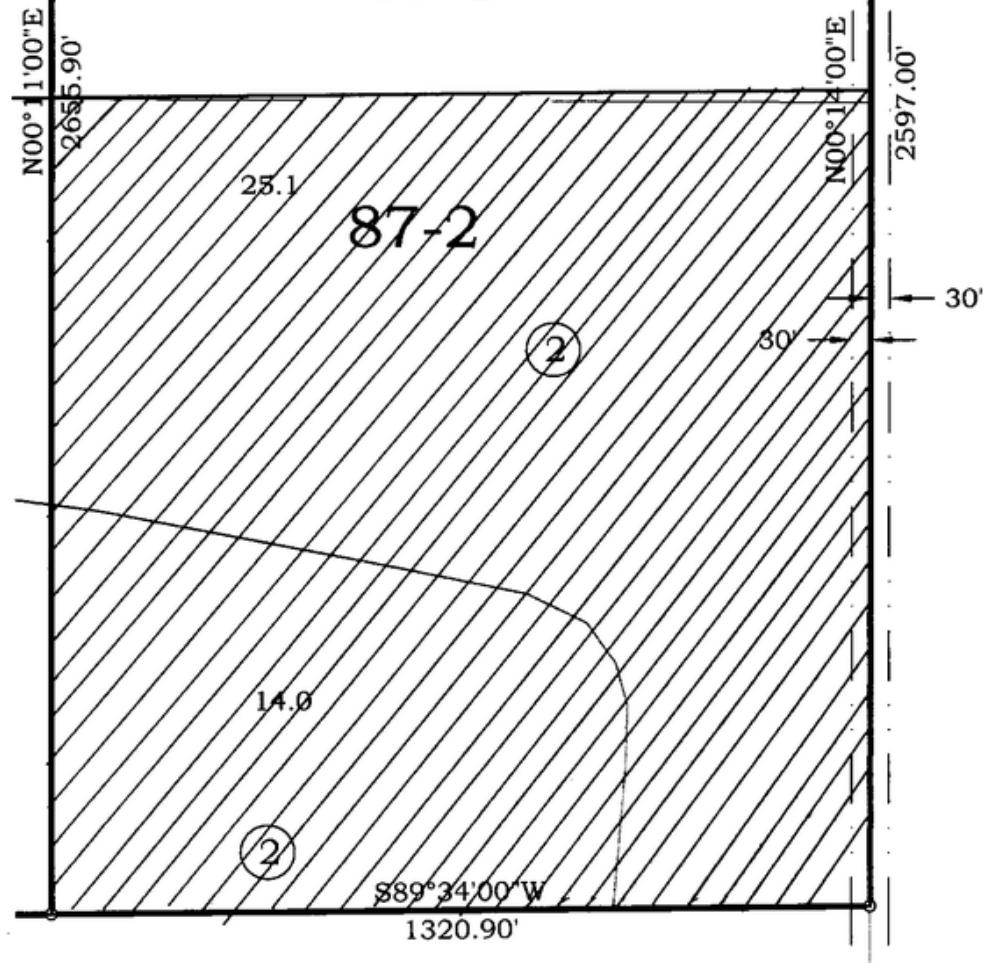


Exhibit A

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



## FARM UNIT 87-1





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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 (NE<sup>1/4</sup>) of  
Section thirty-four (34) Township sixteen north (16<sup>th</sup>) Range twenty-nine (29) E.W.M.

..... It is understood and agreed that this easement covers the right to place three (3) roles and one (1) anchor in land unit eighty-seven (87) and one (1) role 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..... See

hand. S this 12th day of August, 1955  
✓ William J. Kelly  
✓ Elmer C. Kelly

1<sup>st</sup> R. E. EXCISE TAX  
Amt. Pd. Exempt  
Date 10-19-1955  
COUNTY TREASURER  
LILLIAN MILLER  
By Deborah Hoffman

STATE OF North Carolina }  
County of King } 55.

FILED FOR RECORD  
Oct 19 1985  
LINA BUHL, County Auditor  
By Pat Leimberger, Deputy

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

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 this free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th Oct 1864

day of August A. D. 1944.  
Chase (D) Koenig  
NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle.



33360

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95 ~~Page 509~~  
EAST COLUMBIA BASIN IRRIGATION DISTRICT

acquiring the hereinabove described real property, Lind, Washington

for and in consideration of love and affection

in full paid, convey and quickclaim to Allen Shuler and Danna Dene Shuler, husband and wife at the time of

wife, Warren, Washington

all interest in the following described real estate, situated in the county of Adams

State of Washington:

F. U. 179 Irrigation Block 43, Columbia Basin Project, Washington, according to the Farm Unit Plat thereon, record in the office of the Auditor of Adams County, Washington, including pipeline 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.

FILED	REC'D
1953	1953
Susie R. Kates, County Auditor	By
F. U. 179 Irrigation Block 43	

RECEIVED	1953
1953	1953
F. U. 179 Irrigation Block 43	

Dated this 28th

day of

August, A.D. 1953

STATE OF WASHINGTON,  
COUNTY OF ADAMS

ss.

*J. R. Damon* (SEAL)

On this day personally appeared before me J. R. Damon and Martha Damon

the above individual's described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the sum of \$1.00 and paid no premium mentioned.

Given under my hand and official seal this 28th day of August, 1953.

*J. R. Damon*  
Natural Gas Pipeline System  
Ritzville

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

THIS AGREEMENT, made this 22 day of August, 1953 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.

WITNESSETH 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

WHEREAS, in the furtherance of said purposes, the District has contracted, under date of October 9, 1948, 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

WHEREAS, 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.

11(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.

11(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, W.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, 32 and 31 of said Township and the North lines of Sections 36, 35 and 34 of Township 16 North, Range 29 East, W.M.; thence South  $\frac{1}{2}$  mile along the East line of Broadway Avenue extended to the City of Chehalis, together with appurtenances thereto, and the distribution system within the City of Chehalis.

11(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 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.

b. Construct, reconstruct 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 herefore approved and used.

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 herefore 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 shift 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 or 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 of district works as soon as practicable after the construction or any relocation of the State of Washington and with all laws, regulations and orders of public authority affecting such facilities, structures and works.

Vol. **95 W.E.512**

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 herefore approved and used.

d. Construct, reconstruct 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 herefore approved and used.

e. 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.

f. 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 shift 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 or its facilities and works aforesaid.

g. Furnish the District with complete and current "as-constructed" drawings of district works as soon as practicable after the construction or any relocation of the State of Washington and with all laws, regulations and orders of public authority affecting such facilities, structures and works.

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 A. Scott, District Manager, whose address is 210 W. Broadway, Moses Lake, Wash.. The District shall be represented by its Secretary-Manager, Wm. L. McHillis, 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

95 90514

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IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the other party,

the day and year first above written,

LAST COLUMBIA BASIN IRRIGATION DISTRICT  
By O. L. COOKE  
President and Chairman of the Board



Secretary

CASCADE NATURAL GAS CORPORATION

By W. L. McHillis, President

William F. Wall, Secretary  
W. L. McHillis

By W. L. McHillis, President

STATE OF WASHINGTON }  
} ss  
County of Adams }

VOL. 35 PAGE 515

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 32 day of August, 1968, personally appeared before me, Don Deacon and Van L. McMillin, to me known 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 J. McMillin*  
Notary Public in and for the State of  
Washington, residing at Othello.

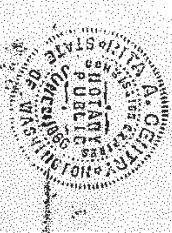


STATE OF WASHINGTON }  
} ss  
County of Adams }

On this 32 day of August, 1963, before me personally appeared Robert J. McMillin, 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.

*Robert J. McMillin*  
Notary Public in and for the State of  
Washington, residing at Othello.





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.



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 Oct 2009.

Tom Aulen, VA

P.J. Taggares Co.



EAST COLUMBIA BASIN IRRIGATION DISTRICT

By: Roger L. Wold

ATTEST:

CGW  
Secretary



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

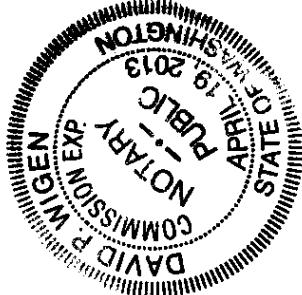
STATE OF WASHINGTON )  
 )ss.  
County of ADAMS )

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 78 Wallowa

My commission expires: 4-19-13





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.

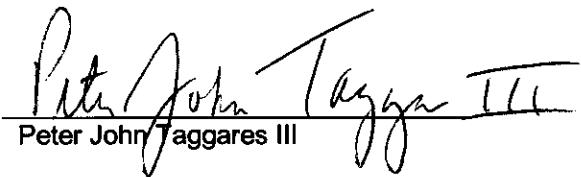
Changes to delivery of irrigation water to all of Farm Unit 55, 56, 74, 88, Block 45, as indicated above, will not provide a basis for a decrease in the areas now considered irrigable and assessable and all said areas otherwise assessable will be assessed without regard to distance, elevation or location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



**Peter John Taggares III**  
Consent to Water Delivery Changes  
Page Two

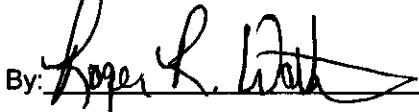
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this

4<sup>th</sup> Day of December 2009.

  
Peter John Taggares III



EAST COLUMBIA BASIN IRRIGATION DISTRICT

By: 

ATTEST:

  
Secretary

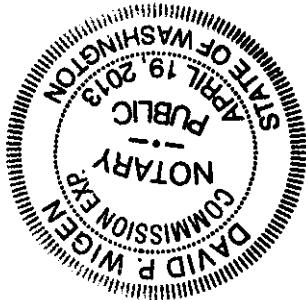


Peter John Taggares III  
Consent to Water Delivery Changes  
Page Three

STATE OF WASHINGTON )  
County of Adams )ss.

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.



*[Handwritten signature over the seal]*  
Notary Public in and for the  
State of Washington  
Residing at: *OTWALLA*

My commission expires:

*4-19-32*



# EQUIPMENT & PROCEDURES

# REPLAT OF SAND HILL ESTATES #6

THIS SURVEY WAS ACCOMPLISHED BY A COMBINATION OF A FIELD TRAVERSE UTILIZING A TOPCON TOTAL STATION WITH A STANDARD DEVIATION OF 1.0 SECONDS FOR A HORIZONTAL ANGLE MEASUREMENT AND A STANDARD DEVIATION OF 2MM+2PPM FOR A DISTANCE MEASUREMENT AND GLOBAL POSITIONING SYSTEM SURVEY PROCEDURES.

LINEAR AND ANGULAR CLOSURE OF THE TRAVERSE MEETS THE STANDARDS OF WAC 332-130-090.

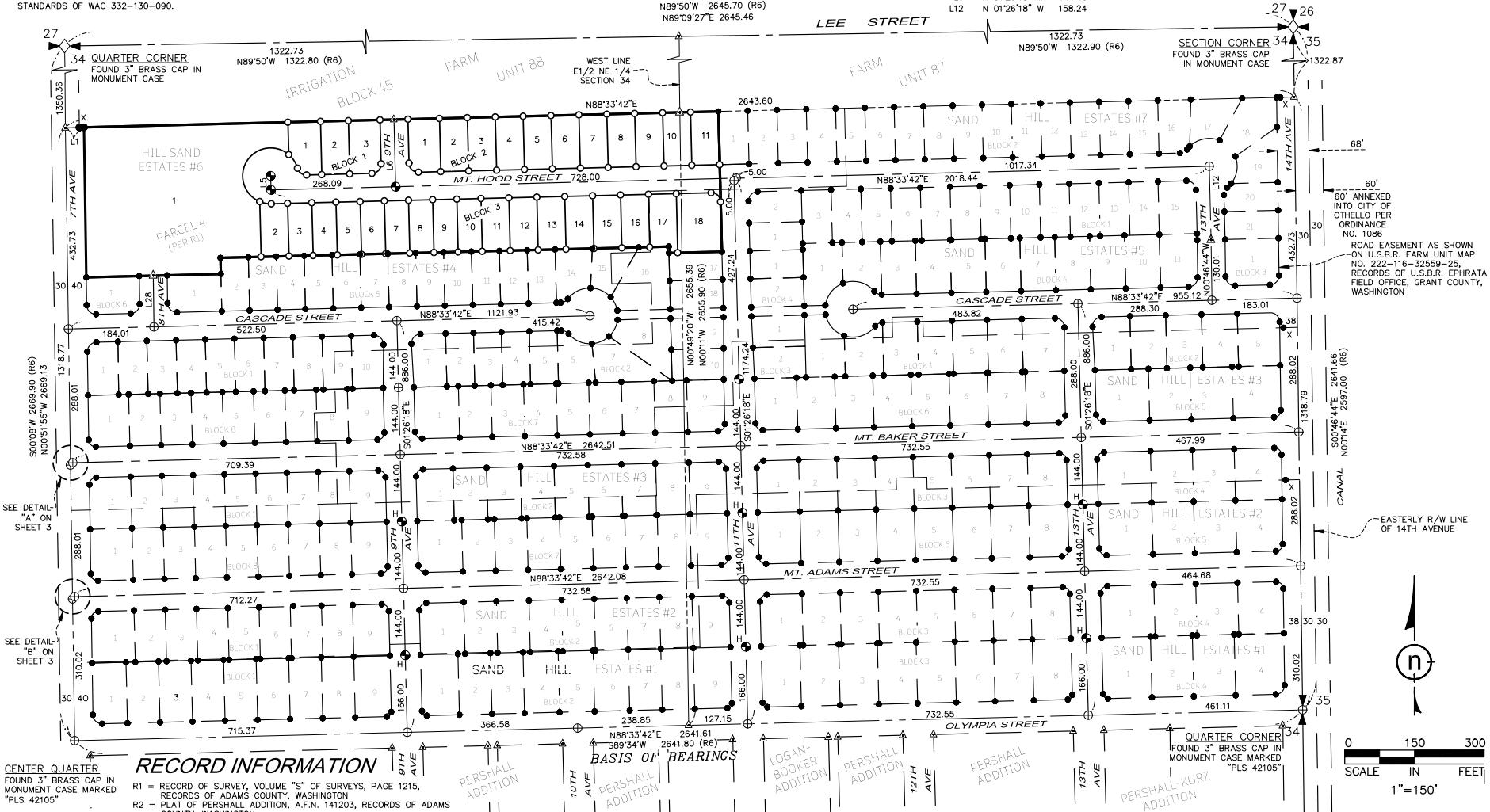
A REPLAT OF SAND HILL ESTATES #6, LOCATED IN A PORTION OF FARM UNITS 87 AND 88, IRRIGATION BLOCK 45, COLUMBIA BASIN PROJECT, LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 16 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF OTHELLO, ADAMS COUNTY, WASHINGTON

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°33'42" E	40.00
L5	S 0126'18" E	30.00
L6	N 0126'18" W	144.46
L12	N 0126'18" W	158.24

THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 16 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, BEARS NORTH 88°3'34" E, AS SHOWN ON THE PLAT OF SAND HILL ESTATES #1 MAJOR PLAT (R8), RECORDED IN VOLUME 3 OF PLATS, PAGE 243, RECORDS OF ADAMS COUNTY, WASHINGTON.

SECTION CORNER 34-35  
FOUND 3" BRASS CAP IN MONUMENT CASE  
1322.87



## RECORD INFORMATION

R1 = RECORD OF SURVEY, VOLUME "S" OF SURVEYS, PAGE 1215, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R2 = PLAT OF PERSHALL ADDITION, A.F.N. 141203, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R3 = PLAT OF PERSHALL-KURZ ADDITION, A.F.N. 94901, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R4 = RECORD OF SURVEY, VOLUME "S" OF SURVEYS, PAGE 365, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R5 = MIGRANT PRE-SCHOOL SHORT PLAT, VOLUME 1, PAGE 344, A.F.N. 295297, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R6 = FINAL FARM UNIT PLAT OF IRRIGATION BLOCK 45, DATED 9/25/1962.  
 R7 = OTHELLO MUNICIPAL CODE 16.29.120  
 R8 = PLAT OF SAND HILL ESTATES #1 MAJOR PLAT, VOLUME 3, PAGE 243, A.F.N. 318253, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R9 = PLAT OF SAND HILL ESTATES #2 MAJOR PLAT, VOLUME 3, PAGE 254-257, A.F.N. 325254, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R10 = PLAT OF SAND HILL ESTATES #3 MAJOR PLAT, VOLUME 3, PAGE 258-261, A.F.N. 330082, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R11 = PLAT OF SAND HILL ESTATES #4 MAJOR PLAT, VOLUME 3, PAGE 276, A.F.N. 333248, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R12 = PLAT OF SAND HILL ESTATES #5 MAJOR PLAT, VOLUME 3, PAGE 281, A.F.N. 335043, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R13 = PLAT OF SAND HILL ESTATES #6 MAJOR PLAT, VOLUME 1, PAGE 303, A.F.N. 333248, RECORDS OF ADAMS COUNTY, WASHINGTON.  
 R14 = PLAT OF SAND HILL ESTATES #7 MAJOR PLAT, VOLUME 3, PAGE 303, A.F.N. 339239, RECORDS OF ADAMS COUNTY, WASHINGTON.

## SECTION INDEX

▲ = CALCULATED POINT (NOTHING FOUND OR SET)  
 ○ = SET 5/8"X30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 42105"  
 ● = SET 2" BRASS CAP ON A 5/8"X30" REBAR IN MONUMENT CASE MARKED "H2 PLS 42105"  
 ⊕ = FOUND 2" 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

## LEGEND

▲ = FOUND 2" ALUMINUM CAP MARKED "H2 PLS 42105"  
 ◇ = WITNESS CORNER SET H2 PLS 42105  
 ● = PROPOSED LOT LINES  
 - - - = EASEMENT LINE  
 - - - = CENTER LINE  
 - - - = ADJACENT LINE  
 - - - = SECTION LINE  
 - - - = QUARTER SECTION LINE  
 - - - = SIXTEENTH SECTION LINE



Digitally signed by  
 Joshua A. Bagley  
 Date: 2025.11.06  
 20:09:05 -08'00'

MINERAL DR, STE 900 • COEUR D'ALENE, ID 83815  
 PHONE: (208) 772-6600 • FAX: (208) 772-6619  
 WWW.J2SURVEY.COM

## REPLAT OF SAND HILL ESTATES #6



A REPLAT OF SAND HILL ESTATES #6, LOCATED IN A PORTION OF FARM UNITS 87 AND 88, IRRIGATION BLOCK 45, COLUMBIA BASIN PROJECT, LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34,

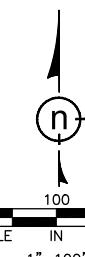
TOWNSHIP 16 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN,  
CITY OF OTHELLO, ADAMS COUNTY, WASHINGTON

## LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 88°33'42" E	40.00	L8	N 00°51'55" W	5.00
L2	S 01°26'18" E	301.71	L9	N 88°33'42" E	5.00
L3	N 01°23'43" E	13.71	L10	N 00°51'55" W	5.00
L4	S 01°26'18" E	34.71	L11	N 88°33'42" E	5.00
L5	S 01°26'18" E	30.00	L12	N 01°26'18" W	158.24
L6	N 01°26'18" W	144.46	L13	S 01°26'18" W	144.00
L7	N 00°51'55" W	110.00			

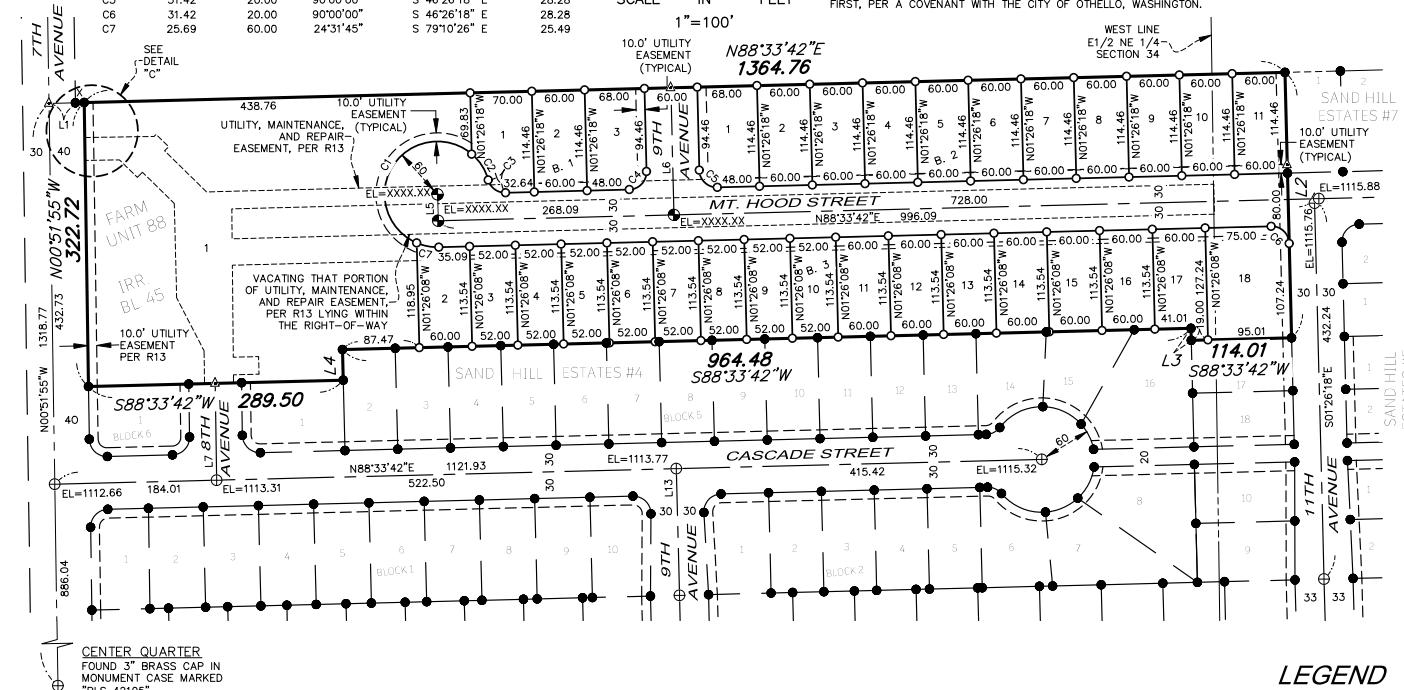
## CURVE TABLE

CURVE	ARC DISTANCE	RADUIS	CENTRAL	CHORD	CHORD
			ANGLE	BEARING	DISTANCE
C1	206.72	60.00	197°24'10"	N 31°47'32" E	118.62
C2	35.18	60.00	33°35'26"	S 32°42'40" E	34.67
C3	26.36	20.00	75°31'21"	S 53°40'38" E	24.49
C4	31.42	20.00	90°00'00"	N 43°33'42" E	28.28
C5	31.42	20.00	90°00'00"	S 46°26'18" E	28.28
C6	31.42	20.00	90°00'00"	S 46°26'18" E	28.28
C7	25.69	60.00	24°31'45"	S 79°10'26" E	25.49



## SURVEYOR'S NOTES

1. PROPOSED LOT 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. THE CONSTRUCTION OF MUNICIPAL UTILITIES TO THE EAST BOUNDARY OF THIS PLAT HAVE BEEN DEFERRED UNTIL THE COMPLETION OF THE 6TH APARTMENT BUILDING, OR SEPTEMBER 30, 2029, WHICHEVER COMES FIRST, PER A COVENANT WITH THE CITY OF OTHELLO, WASHINGTON.
7. THE CONSTRUCTION OF STREET AND UTILITY IMPROVEMENTS TO 11TH AVENUE HAVE BEEN DEFERRED UNTIL THE COMPLETION OF THE 6TH APARTMENT BUILDING, OR SEPTEMBER 30, 2029, WHICHEVER COMES FIRST, PER A COVENANT WITH THE CITY OF OTHELLO, WASHINGTON.



CENTER QUARTER  
FOUND 3" BRASS CAP IN  
MONUMENT CASE MARKED  
"PLS 42105"

DETAIL "A"

SCALE = 1:20

DETAIL "B"

SCALE = 1:20

DETAIL "C"

SCALE = 1:20

## LOT AREA TABLE

LOT	BLOCK	AREA (SQ. FT.)	AREA (AC.)
1	1	7,341	0.169
2	1	6,868	0.158
3	1	7,697	0.177
LOT	BLOCK	AREA (SQ. FT.)	AREA (AC.)
1	2	7,698	0.177
2	2	6,868	0.158
3	2	6,868	0.158
4	2	6,868	0.158
5	2	6,868	0.158
6	2	6,868	0.158
7	2	6,868	0.158
8	2	6,868	0.158
9	2	6,868	0.158
10	2	6,868	0.158
11	2	6,868	0.158
LOT	BLOCK	AREA (SQ. FT.)	AREA (AC.)
1	3	119,122	2.735
2	3	6,856	0.157
3	3	5,904	0.136
4	3	5,904	0.136
5	3	5,904	0.136
6	3	5,904	0.136
7	3	5,904	0.136
8	3	5,904	0.136
9	3	5,904	0.136
10	3	5,904	0.136
11	3	6,812	0.156
12	3	6,812	0.156
13	3	6,812	0.156
14	3	6,812	0.156
15	3	6,812	0.156
16	3	6,812	0.156
17	3	7,073	0.162
18	3	12,003	0.276

## LEGEND

- ▲ = CALCULATED POINT (NOTHING FOUND OR SET)
- = SET 5/8"X30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 42105"
- = SET 2" BRASS CAP ON A 5/8"X30" REBAR IN MONUMENT CASE MARKED "H2 PLS 42105"
- ⊕ = FOUND 2" 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"
- = FOUND 2" ALUMINUM CAP MARKED "H2 PLS 42105" REBAR WITH PLASTIC CAP MARKED "H2 PLS 42105"
- = PROPOSED LOT LINES
- - - = EASEMENT LINE
- - - = EASEMENT LINE
- = CENTER LINE
- = ADJOINER LINE
- = RIGHT-OF-WAY LINE
- = SECTION LINE
- = QUARTER SECTION LINE
- = SIXTEENTH SECTION LINE

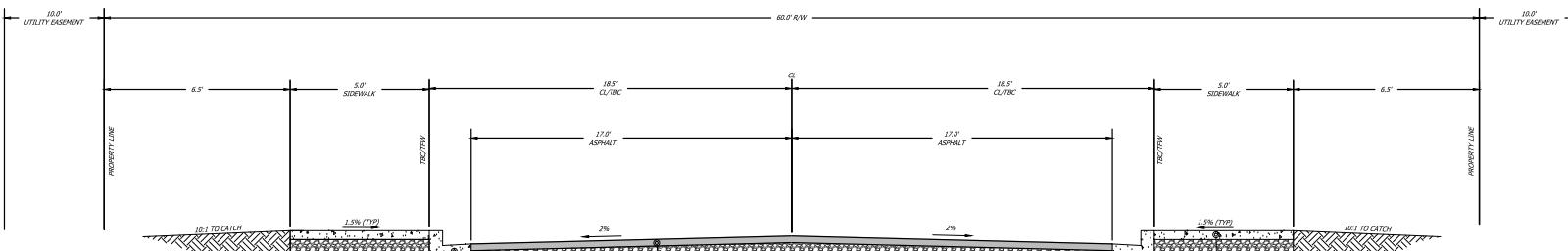


Digitally signed by  
Joshua A. Bagley  
Date: 2025.11.06  
JOSHUA A. BAGLEY 20:09:36-08'00"  
PLS 42105



7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815  
PHONE: (208) 772-6600 • FAX: (208) 772-6619  
WWW.J2SURVEY.COM





TYPICAL NEIGHBORHOOD STREET SECTION  
MT. HOOD STREET  
NTS

THE CONTRACTOR SHALL PAVE 3" HMA CLASS J2" (PSGP-30) PER STANDARD DETAIL A-4, COMPACTED TO 92% OF THE THEORETICAL RICE DENSITY OVER 6" C.S.B.C.C.S.T.C. COMPACTED TO 95% OF THE MODIFIED PROCTOR, OVER SUITABLE SUBGRADE. IT IS REQUIRED TO DO A 2" CRUSHED BASE MATERIAL OVER THE SUBGRADE. THE CITY ENGINEER OR HIS REPRESENTATIVE SHALL APPROVE THE SUBGRADE PRIOR TO THE PLACEMENT OF CRUSHED BASE MATERIAL, AND THE COMPACTION OF THE CRUSHED BASE MATERIAL PRIOR TO PLACEMENT OF HMA.

TYPICAL NEIGHBORHOOD STREET SECTION  
SUBGRADE  
SODA/GRANITE  
1" COMPACTED CRUSHED  
MATERIAL PER DETAIL A-6

MARSHALL  
ENGINEERING  
MARSHALLENGINEERING.COM (509) 446-3027  
PO BOX 2488, POST F.A.S., O 3877



REPLAT OF SAND HILL ESTATES VI  
CONCEPTUAL SITE PLAN  
CITY OF OTHELLO, WASHINGTON  
12/07/2023

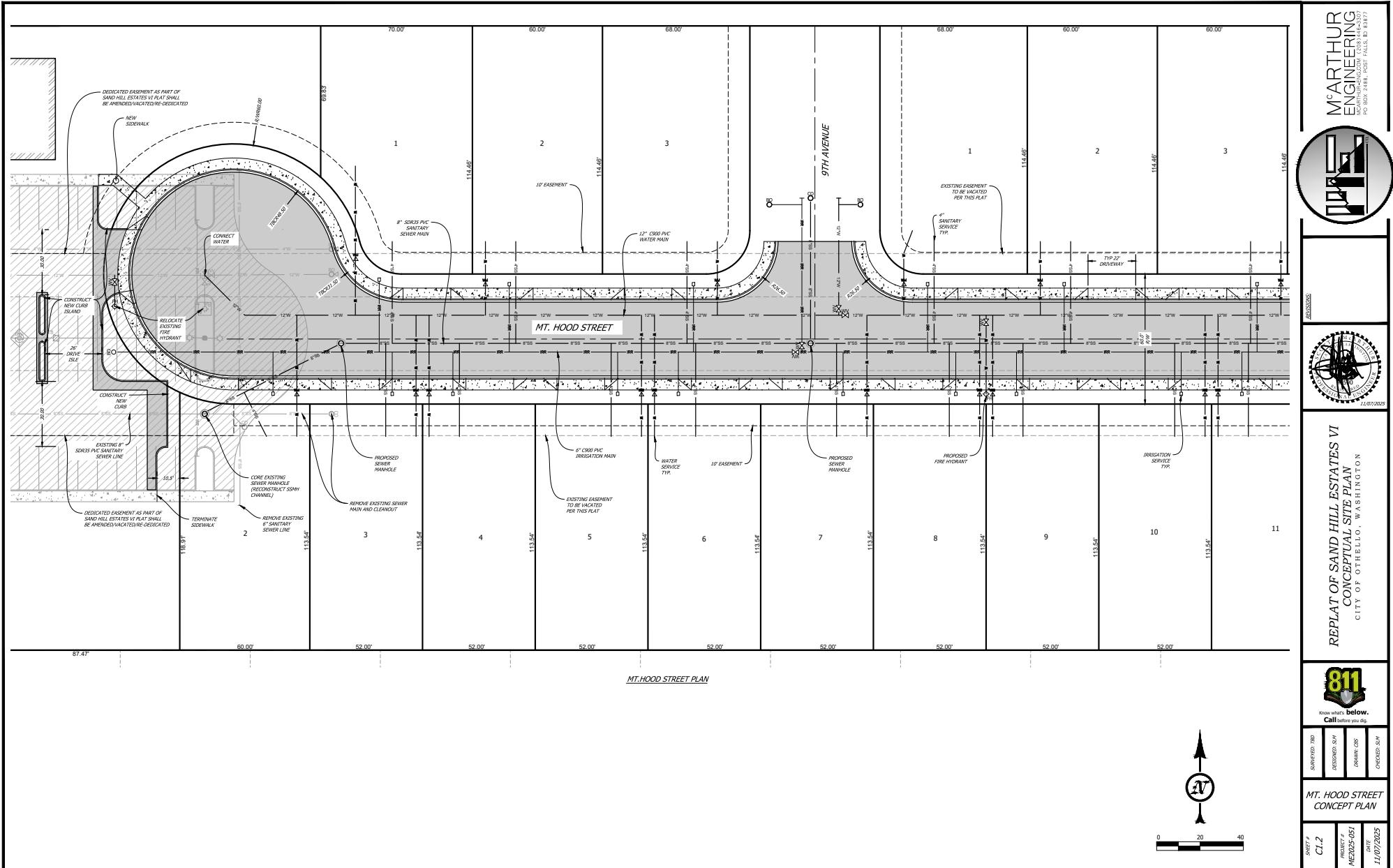


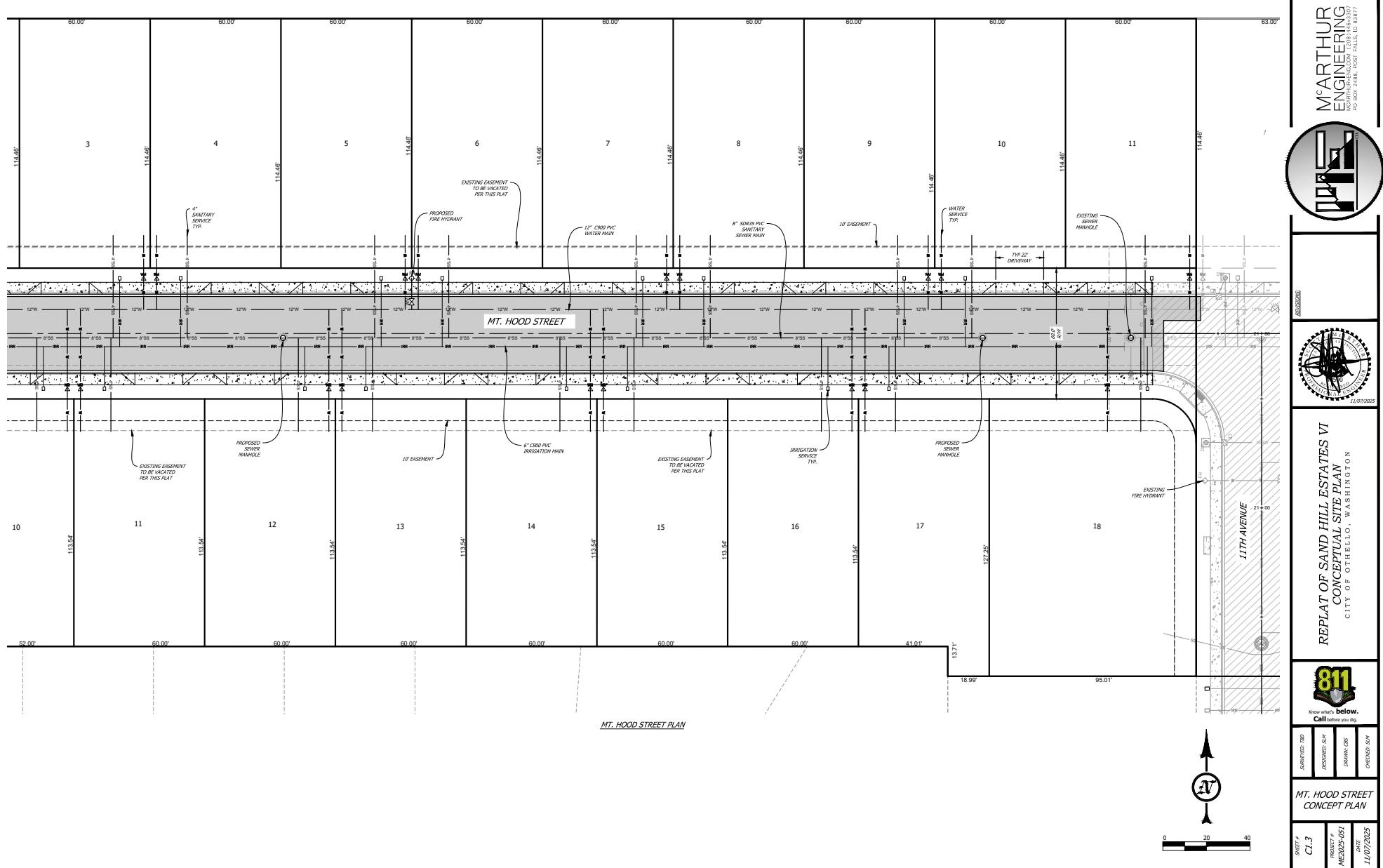
Know what's below.  
Call before you dig.

SHEET #	CL.1
DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	11/07/2025

TYPICAL STREET  
SECTIONS

NUMBER	ME2023-0651
DATE	





City of Othello  
500 East Main Street  
Othello, Washington 99344

Received By  
**Othello Bldg & Planning**  
**November 07 2025**



Attn: Robin Adolphsen ~ *City Engineer*

**RE: REPLAT OF SAND HILL ESTATES VI  
Design Deviation Requests**

Dear Robin:

The following shall serve as our Client's formal request to deviate from the City of Othello, Washington (City) Codes (Othello Municipal Code – OMC), and City adopted design standards and requirements, for the above project:

**• OMC 16.29.050 – Dead End Street – Number of Cul de Sac Street:**

As shown on the face of the submitted Preliminary Plat and Conceptual Site Plan, the proposed Mt. Hood Street improvements terminate at a cul de sac turnaround, intentionally separating the proposed single-family residential Lots from the multi-family Lot (existing structures and parking lot improvements). The proposed extension of Mt. Hood Street shall serve thirty-one (31) single family residential Lots, which would exceed the allowable number of residences on a dead-end street per the OMC; however, the proposed development would provide an ingress/egress access easement, and an approach, to the multi-family Lot, connecting the proposed cul de sac turnaround to the multi-family parking lot improvements, for ingress/egress access to the 8<sup>th</sup> Avenue right-of-way. In addition, the proposed development shall dedicate right-of-way for the future extension of 9<sup>th</sup> Avenue, to connect to the City of Othello owned property that is adjacent to the North boundary of this development. Once this right-of-way is improved, the number of residences on the dead-end street would be reduced to eight (8), bringing it into compliance with OMC requirements.

**• OMC 16.29.100 – Neighborhood Street - Right of Way Width:**

As shown on the face of the submitted Preliminary Plat and Conceptual Site Plan, the proposed Mt. Hood Street right-of-way width is sixty (60) foot wide, while the OMC right-of-way width for a Neighborhood Street classification requires a sixty-six (66) foot right-of-way. This design deviation request is based on the City of Othello's adopted Neighborhood Street section, providing for a thirty-seven (37) foot wide street section, measured from top back of curb to top back of curb (forty-seven (47) feet) from top back of sidewalk to top back of sidewalk), with a remainder of 6.5-feet of dedicated City right-of-way behind each sidewalk, to be maintained by the adjacent homeowner (per OMC). This request has been previously accepted for other constructed phases of the Sand Hill Estates development.

Thank you for your time and consideration of the above requests. Please feel free to contact me at 208.446.3307 or [scott@mcarthur-eng.com](mailto:scott@mcarthur-eng.com) if you have any questions.



## **Anne Henning**

---

**From:** Anne Henning  
**Sent:** Friday, November 7, 2025 2:29 PM  
**To:** 'Scott McArthur'  
**Cc:** Angela Owens; Angel Garza; Joel Garza; Josh Bagley; Nancy Nick  
**Subject:** RE: REPLAT OF SAND HILL ESTATES VI - Preliminary Plat Submittal Package

Received, I will get started on this.

A quick note that the title report shows the ownership as A&Y Leasing LLC, not Palos Verdes. I saw that change on the Map Sifter recently also.

When Angel signs the application, he needs to sign it representing A&Y, not Palos Verdes (so updating the ownership info on the application.)

The plat dedication language will also need to be updated before recording, which I know is a long way away at this point, but just something to keep in mind.

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

---

**From:** Scott McArthur <scott@mcarthur-eng.com>  
**Sent:** Friday, November 7, 2025 12:47 PM  
**To:** Anne Henning <ahenning@othellowa.gov>  
**Cc:** Angela Owens <angela@mcarthur-eng.com>; Angel Garza <angel@palosverdesllc.com>; Joel Garza <joel.garza@palosverdesllc.com>; Josh Bagley <jbagley@h2survey.com>; Nancy Nick <nancy@hightrailconsulting.com>  
**Subject:** REPLAT OF SAND HILL ESTATES VI - Preliminary Plat Submittal Package

**Anne:**

Please find the following submittal documents for the above referenced project, attached to this email.

- Land Use Application
- Title Commitment
- Preliminary Plat
- Conceptual Site Plan
- Design Deviation Request Letter

**Angel:**

Can you please sign the Land Use Application, and remit payment the fee once Anne deems this submittal complete?

Thank you!

Sincerely,



**Scott McArthur, PE**  
**Principal Engineer**  
**Off: 208.446.3307**  
**Cel: 208.964.0481**  
[www.mcarthur-eng.com](http://www.mcarthur-eng.com)



**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  
November 12 2025

## LAND USE APPLICATION

### SECTION 1: Property Location

Property Address: TBD - Mt. Hood Street Parcel #: 1529030682661

Legal Description (Lot#/Block#/Plat): RePlat of Sand Hill Estates VI

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: Palos Verdes LLC // A & Y Leasing 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: \_\_\_\_\_  
Date: \_\_\_\_\_

### Section 3: Authorized Representative (to whom all official correspondence will be sent)

Name: Scott McArthur  
Company: McArthur Engineering Company, LLC.  
Mailing Address: 14841 N Highway 41  
City/State/Zip: Rathdrum, Idaho 83858  
Phone Number: 208.446.3307  
Fax Number: N/A  
Email: scott@mcarthur-eng.com

### SECTION 4: Applicant

Name: Scott McArthur // McArthur Engineering Co.  
Mailing Address: 14841 N Highway 41  
City/State/Zip: Rathdrum, Idaho 83858

I (print) Scott McArthur hereby 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.

Phone Number: 208.446.3307

Fax Number: N/A

Email: scott@mcarthur-eng.com

11/11/2025  
Date

### SECTION 5: Summary of Request

Preliminary Plat Request

A thirty-two (32) Lot subdivision being a RePlat of Sand Hill Estates VI

**(PRELIMINARY PLAT)**

### SECTION 5: Application Fees \*OTHER FEES INCURRED 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 _____ \$_____

## Anne Henning

---

**From:** Scott McArthur <[scott@mcarthur-eng.com](mailto:scott@mcarthur-eng.com)>  
**Sent:** Wednesday, November 12, 2025 6:41 AM  
**To:** Anne Henning  
**Cc:** Angela Owens; Angel Garza; Joel Garza; Josh Bagley; Nancy Nick  
**Subject:** RE: REPLAT OF SAND HILL ESTATES VI - Preliminary Plat Submittal Package  
**Attachments:** 2025-11-11 REPLAT of Sand Hill Estates VI - Land Use Application - Updated and Signed.pdf

Anne:

Please find the updated Land Use Application attached to this email reflecting the dual ownership plans we previously discussed for this property (in the works) for A&Y Leasing, and Palos Verdes Homes.

We are currently preparing legal descriptions and exhibits that Mr. Garza's attorney will use to convey ownership of each LLCs interest in this property.

Thank you!



**Scott McArthur, PE**  
**Principal Engineer**  
Off: 208.446.3307  
Cel: 208.964.0481  
[www.mcarthur-eng.com](http://www.mcarthur-eng.com)

---

**From:** Scott McArthur <[scott@mcarthur-eng.com](mailto:scott@mcarthur-eng.com)>  
**Sent:** Monday, November 10, 2025 7:07 PM  
**To:** Anne Henning <[ahenning@othellowa.gov](mailto:ahenning@othellowa.gov)>  
**Cc:** Angela Owens <[angela@mcarthur-eng.com](mailto:angela@mcarthur-eng.com)>; Angel Garza <[angel@palosverdesllc.com](mailto:angel@palosverdesllc.com)>; Joel Garza <[joel.garza@palosverdesllc.com](mailto:joel.garza@palosverdesllc.com)>; Josh Bagley <[jbagley@h2survey.com](mailto:jbagley@h2survey.com)>; Nancy Nick <[nancy@hightrailconsulting.com](mailto:nancy@hightrailconsulting.com)>  
**Subject:** Re: REPLAT OF SAND HILL ESTATES VI - Preliminary Plat Submittal Package

Anne:

Please find the SEPA document attached to this email for routing.

Thank you!



**Scott McArthur, PE**  
**Principal Engineer**  
Off: 208.446.3307  
Cel: 208.964.0481  
[www.mcarthur-eng.com](http://www.mcarthur-eng.com)

---

**From:** Scott McArthur  
**Sent:** Friday, November 7, 2025 2:56 PM  
**To:** Anne Henning <[ahenning@othellowa.gov](mailto:ahenning@othellowa.gov)>



# City of Othello

Building & Planning Department

500 E Main St

Othello, WA 99344

Phone 509-488-3302 / Fax 509-488-0102

**INVOICE: 11/25/2025**

A&Y LEASING LLC  
C/O GARZA, ANGEL & YOLANDA  
P O BOX 484  
OTHELLO, WA 99344

PERMIT #: LUA2025-0009

PERMIT TYPE: RESIDENTIAL - SUBDIVISION - MAJOR

ADDRESS: 1200 N 8TH AVE, OTHELLO

PARCEL: 1529030682661

Project Description: 32-lot replat of 1-lot apartment plat

DATE	DESCRIPTION	FEE AMOUNT	PAID	BALANCE DUE
11/14/2025	Subdivision - Major	\$2,100.00	\$0.00	\$2,100.00
11/14/2025	SEPA Checklist	\$200.00	\$0.00	\$200.00
11/14/2025	Land Use Sign / Each	\$50.00	\$0.00	\$50.00
TOTAL DUE:		<b>\$2,350.00</b>	<b>\$0.00</b>	<b>\$2,350.00</b>

**Balance Due: \$2,350.00**

MAKE CHECKS PAYABLE TO THE CITY OF OTHELLO

Mail Checks To:  
City of Othello  
500 E. Main St.  
Othello, WA 99344

Receipt: 184885 11/25/2025  
Acct #: 13586  
City Of Othello  
500 E. Main Street  
Othello, WA 99344  
509-488-5686

Garza, Angel & Yolanda A&Y Leasing LLC  
P{OB 484  
Othello, WA 99344

Treasurer's Receipts  
Memo: LUA2025-0009 1200 N 8th Ave

Planning & Zoning Fees	200.00
Planning & Zoning Fees	2,100.00
Deposit - Park Display/Land	50.00
Use Sign	

Non Taxed Amt:	2,350.00
----------------	----------

Total:	2,350.00
--------	----------

Chk: 17996	2,350.00
------------	----------

Ttl Tendered:	2,350.00
---------------	----------

Change:	0.00
---------	------

Issued By: Yvonne Hernande  
11/25/2025 14:38:47



**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

NOV 25 2025

OTHELLO BUILDING & PLANNING

## LAND USE APPLICATION

### SECTION 1: Property Location

Property Address: TBD - Mt. Hood Street Parcel #: 1529030682661

Legal Description (Lot#/Block#/Plat): RePlat of Sand Hill Estates VI

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)

### Section 3: Authorized Representative (to whom all official correspondence will be sent)

Name: Palos Verdes LLC // A & Y Leasing 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: Angelina C. Dargan

Date: 11/25/25

Name: Scott McArthur

Company: McArthur Engineering Company, LLC.

Mailing Address: 14841 N Highway 41

City/State/Zip: Rathdrum, Idaho 83858

Phone Number: 208.446.3307

Fax Number: N/A

Email: scott@mcarthur-eng.com

### SECTION 4: Applicant

Name: Scott McArthur // McArthur Engineering Co.

Phone Number: 208.446.3307

Mailing Address: 14841 N Highway 41

Fax Number: N/A

City/State/Zip: Rathdrum, Idaho 83858

Email: scott@mcarthur-eng.com

I (print) Scott McArthur hereby 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.

11/25/2025  
Date

### SECTION 5: Summary of Request

Preliminary Plat Request

A thirty-two (32) Lot subdivision being a RePlat of Sand Hill Estates VI

**(PRELIMINARY PLAT)**

### SECTION 5: Application Fees \*OTHER FEES INCURRED 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 _____ \$_____

- **Michael Velazquez**  
1107 North 8th Avenue  
Othello, Washington 99344

Received By  
Othello Bldg & Planning  
December 02 2025

- **Julissa Barajas**  
1112 North 8th Avenue  
Othello, Washington 99344

- **Victor Garza Valdez**  
807 East Cascade Street

- **Darbi Pink**  
817 East Cascade Street

- **Mark McDonald**  
827 East Cascade Street

- **Corinne Anderson**  
837 East Cascade Street

- **Anna Contreras-Silva**  
847 East Cascade Street

- **Jeanette Zuniga-Gomez**  
857 East Cascade Street

- **Sakiel Garza**  
867 East Cascade Street

- **Fabian Zuniga-Lopez**  
917 East Cascade Street

- **Vieri Soriano**  
927 East Cascade Street

- **Palos Verdes, LLC**  
937 East Cascade Street

- **Esteban Garza**  
947 East Cascade Street

- **Nathalia Hermosillo**  
1007 East Cascade Street

- **Abel Avila**  
1017 East Cascade Street

- **Jose Tejada**  
1027 East Cascade Street

- **Yovani Angel**  
1022 East Cascade Street

- **Jonathan Abarca-Nava**  
1012 East Cascade Street

- **Brian Stephenson**  
1002 East Cascade Street

- **Rodolfo Calderon**  
942 East Cascade Street

- **Omar Fraga**  
932 East Cascade Street

- **Eric Zuniga**  
922 East Cascade Street

- **Thalia Lima Ramirez**  
912 East Cascade Street

- **Daniela Martinez**  
902 East Cascade Street

- **Bradley Horst**  
852 East Cascade Street

- **Othello Rental Homes, LLC**  
842 East Cascade Street

- **Luis Mata-Martinez**  
832 East Cascade Street

- **Hannah Dozier**  
822 East Cascade Street

- **Darren Miller**  
812 East Cascade Street

- **Saul Perez**  
802 East Cascade Street
- **Efrain Pruneda** — 725 East Mount Baker Street
- **Yuri Garcia** — 735 East Mount Baker Street
- **Kuldip Singh** — 805 East Mount Baker Street
- **Stacey Diaz** — 815 East Mount Baker Street
- **Luis Montejano** — 825 East Mount Baker Street
- **Trevor Salisbury** — 835 East Mount Baker Street
- **Yanita Cantu** — 845 East Mount Baker Street
- **Rosalva Mendoza** — 905 East Mount Baker Street
- **Luis Rodriguez** — 915 East Mount Baker Street
- **Fernando Mendoza** — 925 East Mount Baker Street
- **Roger Martinez** — 935 East Mount Baker Street
- **Gumek Calcatt** — 1005 East Mount Baker Street
- **Rutilio Ramirez** — 1015 East Mount Baker Street
- **Gabriela Villegas** — 1025 East Mount Baker Street
- **Juan Ramirez** — 1035 East Mount Baker Street
- **Annabelle Martinez** — 1045 East Mount Baker Street
- **Jose Gonzalez** — 1105 East Mount Baker Street
- **Columbia Basin Health Association** — 1047 North 11th Avenue
- **Columbia Basin Health Association** — 1032 North 11th Avenue
- **Columbia Basin Health Association** — 1037 North 11th Avenue
- **Columbia Basin Health Association** — 1042 North 11th Avenue

- **Columbia Basin Health Association** — 1107 North 11th Avenue
- **Columbia Basin Health Association** — 1132 North 11th Avenue
- **Columbia Basin Health Association** — 1147 North 11th Avenue
- **Columbia Basin Health Association** — 1142 North 11th Avenue
- **Blake Barthelmes** — 1232 North 11th Avenue
- **Inoel, Ziranda**  
1101 East Mount Hood Street
- **Roberto Suarez**  
1111 East Mount Hood Street
- **Francisca Garcia**  
1121 East Mount Hood Street

## Anne Henning

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**From:** Scott McArthur <scott@mcarthur-eng.com>  
**Sent:** Tuesday, December 2, 2025 6:06 AM  
**To:** Anne Henning  
**Cc:** Angel Garza (angel@palosverdesllc.com); Joel Garza  
**Subject:** RE: Replat of Sand Hill 6 - Notice of Incomplete Application  
**Attachments:** 2025-12-01 RePLAT OF SAND HILL ESTATES VI - Names and Addresses.pdf; 2025-12-01 RePLAT OF SAND HILL ESTATES VI - Updated Site Plan.pdf; 2025-12-01 RePLAT OF SAND HILL ESTATES VI - SEPA Environmental Checklist.pdf

Anne:

Please find our quick response (in red) to the November 24, 2025 NOI for the above project, in the body of the email below:

1. Property owner signature on the application.  
**The applicant has signed the application.**
2. Application fee of \$2350 (\$500 + \$50/lot +\$200 SEPA + \$50/notice board signs).  
**The application fee has been paid.**
3. Names/addresses of owners of record and street addresses within 350' (not including ROW) of the exterior of the subdivision/contiguous land owned by the subdivider.  
**The requested names/addresses are attached to this email.**
4. Clarification of these items from the Environmental Checklist:  
P.4, #3.d Water: Answer says "See plan for storm system improvements." Can you help me find these on the submitted plans?  
**We have revised our statement on the SEPA, and removed the proposed stormwater improvements from the site plan, until such time as the project is preliminarily accepted, and the final road profiles are properly analyzed. All stormwater improvements shall be consistent with the previous phases of the Sand Hill Estates development, where stormwater catch basins shall collect stormwater runoff from the adjacent impervious surfaces/pervious surfaces, where the contaminants will settle in the catch basin, and the stormwater will outlet to adjacent stormwater drywells through small sections of stormwater conveyance piping in accordance with City of Othello requirements.**

P.7, #8.b(1): Did not answer the question of how will the proposal affect or be affected by the working farm to the north.

**This answer is addressed on the new SEPA checklist.**

P.10, #14.f: How many total trips per day?

**Generally speaking, a single family residential home may produce approximately 10-trips per day, bringing the estimated number of trips per day for the 31 Single Family Residential Homes to an estimated 310 trips per day that will be added.**

5. The submitted site plan does not show topography or stormwater management as required (OMC16.17.030(b)(7)(P)(iii)).  
**The topography has been added to the updated Site Plan attached. Stormwater management shall be consistent with previous phases of this development, as stated above.**

Thank you for your time and consideration of this submittal.

Sincerely,



**Scott McArthur, PE**  
**Principal Engineer**  
**Off: 208.446.3307**  
**Cel: 208.964.0481**  
**[www.mcarthur-eng.com](http://www.mcarthur-eng.com)**

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**From:** Anne Henning <[ahenning@othellowa.gov](mailto:ahenning@othellowa.gov)>  
**Sent:** Tuesday, November 25, 2025 11:00 AM  
**To:** Scott McArthur <[scott@mcarthur-eng.com](mailto:scott@mcarthur-eng.com)>  
**Cc:** Angel Garza ([angel@palosverdesllc.com](mailto:angel@palosverdesllc.com)) <[angel@palosverdesllc.com](mailto:angel@palosverdesllc.com)>; Joel Garza <[joel.garza@palosverdesllc.com](mailto:joel.garza@palosverdesllc.com)>  
**Subject:** Replat of Sand Hill 6 - Notice of Incomplete Application

Please see attached Notice for the items still needed.

Scott—Do you want me to mail a paper copy?

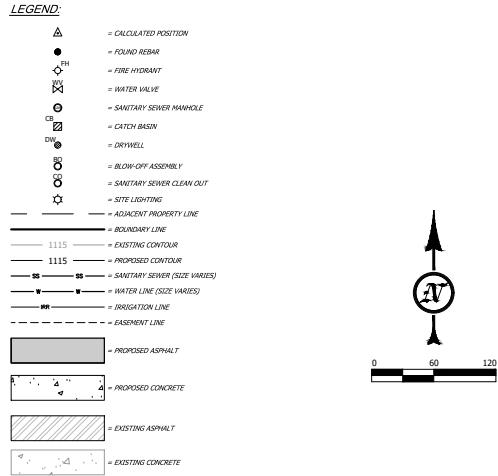
Thanks,

**Anne Henning, AICP**  
*Community Development Director*  
City of Othello  
(509) 331-2710 direct line | (509) 488-5686 City Hall main phone  
[www.OthelloWa.gov](http://www.OthelloWa.gov)



*CONCEPTUAL SITE PLAN*  
*REPLAT OF SAND HILL ESTATES VI*  
*C. 34, TWN. 16 NORTH, RNG. 29 EAST, W.M. ADAMS COUNTY*  
*CITY OF OTHELLO, WASHINGTON*

Received By  
Hello Bldg & Planning  
December 02 2025



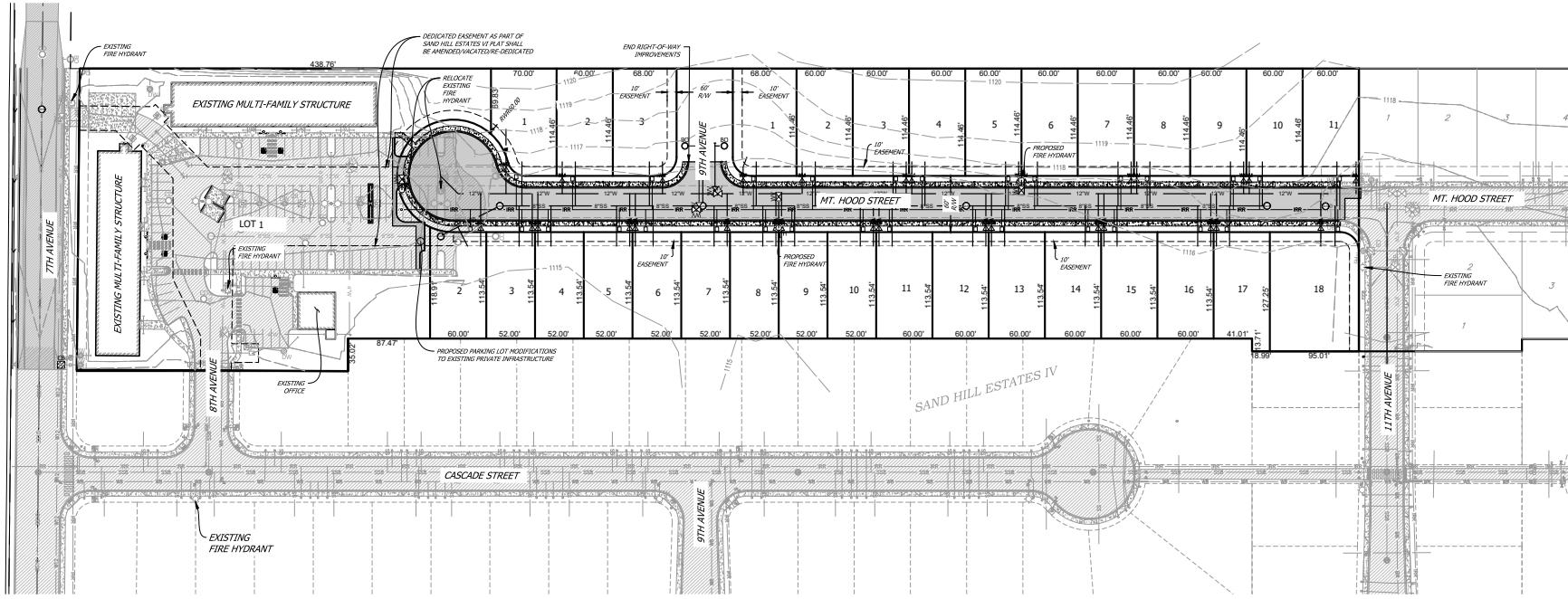
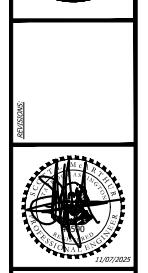
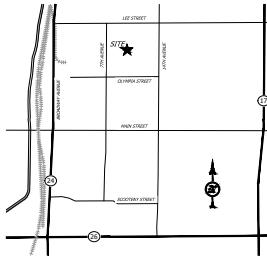
### PARKING MATRIX:

REQUIRED: 99 SPACES  
MULTI-FAMILY: 2/UNITx48 UNITS = 96  
OFFICE: 3 SPACES (INCLUDES ADA PARKING & LOADING)  
PROPOSED: 99 SPACES

CONTACT INFORMATION:

<b>PROJECT ENGINEER:</b>	MARTHUR ENGINEERING SCOTT MARTHUR, PE PO BOX 2488 POST FALLS, IDAHO 83877 TEL: 208.664.0481
<b>PROJECT DEVELOPER:</b>	PALOS VERDES LLC ANGEL CARZA PO BOX 484 OTHELLO, WASHINGTON 99344 TEL: 509.889.0355

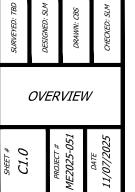
VICINITY MAP  
N.Y.S.

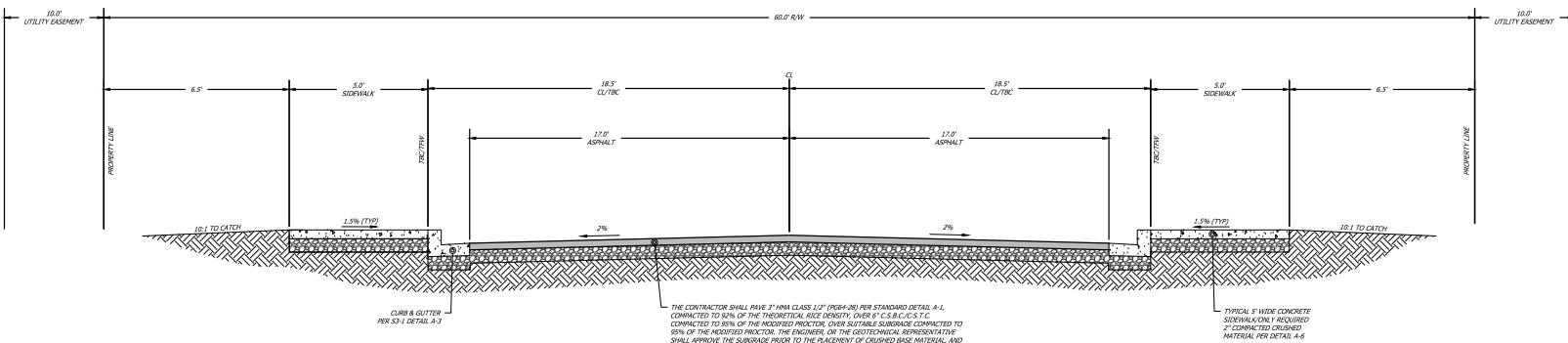


See page 100 for details. **below**

**Call** before you dig.

1000





TYPICAL NEIGHBORHOOD STREET SECTION  
MT. HOOD STREET  
NTS

REPLAT OF SAND HILL ESTATES VI  
CONCEPTUAL SITE PLAN  
CITY OF O'THELLO, WASHINGTON

MARSHALL  
ENGINEERING  
MARSHALLENGINEERING.COM (509) 446-3027  
PO BOX 2488, POST F.A.S., O 3877



11/07/2023

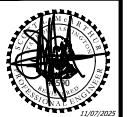


Know what's below.  
Call before you dig.

TYPICAL STREET SECTION	
Sheet #	CL.1
Designed by	
Drawn by	
Checked by	
Date	11/07/2025

ME2023-0651

DATE



REPLAT OF SAND HILL ESTATES VI  
CONCEPTUAL SITE PLAN  
CITY OF OTHELLO, WASHINGTON



Know what's below.  
Call before you dig.

SHEET #	CL 2	SUPERFICIAL TEST	DESIGNED BY	DRAWN BY	CHECKED BY

MT. HOOD STREET CONCEPT PLAN

CL 2  
REPLAT #  
ME2023-0651  
DATE  
11/07/2023

