

# RESOLUTION NO. 1417

## DECLARATION OF PROPERTY AS SURPLUS AND

### AUTHORIZATION OF SALE OF LANDS

1. VOLM COMPANIES, INCORPORATED, a Wisconsin corporation, desires to acquire certain real property from the Port of Pasco. The real property is described on the attached Exhibit A.

Volm Companies, Incorporated proposes to purchase said property for the sum of Four Hundred Eighteen Thousand Two Hundred Fifty and no/100 Dollars (\$418,250.00) subject to the provisions of the attached Agreement to Purchase and Sell Real Estate between Volm Companies, Incorporated and the Port of Pasco.

2. THE PORT COMMISSION HEREBY FINDS THAT the sale is in accordance with Resolutions No. 861 and 862 pertaining to the comprehensive scheme, and that the use of said property is in the best interests of the constituents of the Port of Pasco, and therefore deem it advisable to sell said lands pursuant to the terms of the attached Agreement to Purchase and Sell Real Estate between Volm Companies, Incorporated and the Port of Pasco.

NOW, THEREFORE, BE IT RESOLVED THAT SAID LAND BE DECLARED SURPLUS TO THE NEEDS OF THE PORT OF PASCO, AND

BE IT FURTHER RESOLVED AND DETERMINED THAT the sale is advisable and is hereby approved in accordance with the attached Agreement to Purchase and Sell Real Estate between Volm Companies, Incorporated and the Port of Pasco. Randy Hayden, Executive Director of the Port of Pasco, is hereby authorized and directed to execute all documents associated with the implementation of the resolution upon behalf of the Port of Pasco.

ADOPTED this 6th day of October, 2015.

PORT OF PASCO

By: 

Jim Klindworth, President

By: 

Ronald P. Reimann, Vice-President

By: 

Jean Ryckman, Secretary

**EXHIBIT A – LEGAL DESCRIPTION - PARCEL 12**

**PARCEL 12:**

THAT PORTION OF LOT 5 OF THE BINDING SITE PLAN RECORDED IN VOLUME 1 OF BINDING SITE PLANS AT PAGE 74, LYING IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 30 EAST, W.M., FRANKLIN COUNTY, WASHINGTON:

**DESCRIBED AS FOLLOWS:**

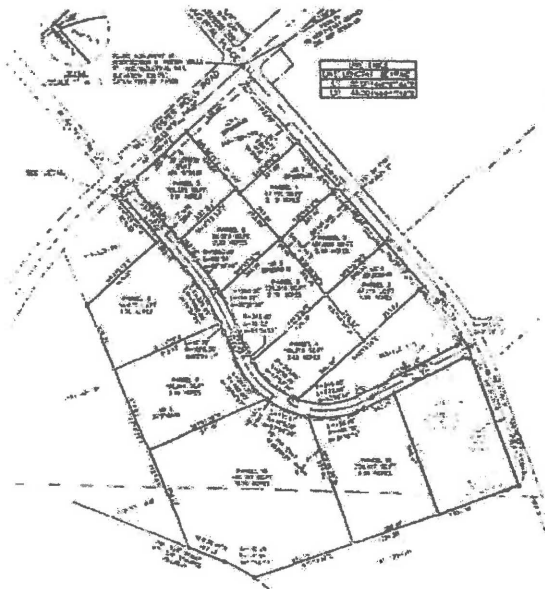
COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT THENCE NORTH 71°13'32" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 844.11 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 18°46'28" WEST 548.07 FEET; THENCE NORTH 63°33'39" EAST 342.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT WHICH BEARS SOUTH 67°35'25" WEST 35.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH THE CENTRAL ANGLE OF 94°01' 46" AN ARC LENGTH OF 57.44 FEET TO THE WESTERLY RIGHT-OF-WAY LINE 500.35 FEET TO THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTH 71°13'32" WEST ALONG SAID SOUTHERLY LINE 380.47 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINS: 5.0 ACRES.

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

**BINDING SITE PLAN NO. 2011-07**



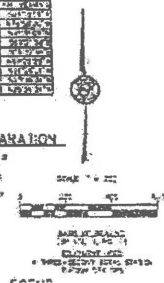
N.E. 1/4 AND THE N. 1/2 OF THE S.E. 1/4  
SEC. 7, T. 9 N., R. 30 E., W.M.,  
CITY OF PASCO,  
FRANKLIN COUNTY, WASHINGTON

**NOTES**  
1. ALL NOTES SHALL BE SUBJECT TO THE CITY OF PASCO ZONING ORDINANCES AND THE CITY OF PASCO DEVELOPMENT CODE.  
2. ALL NOTES SHALL BE SUBJECT TO THE CITY OF PASCO ZONING ORDINANCES AND THE CITY OF PASCO DEVELOPMENT CODE.  
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NO.	DESCRIPTION	DATE
1	APPROVED FOR THE CITY OF PASCO	01/11/11
2	APPROVED FOR THE CITY OF PASCO	01/11/11
3	APPROVED FOR THE CITY OF PASCO	01/11/11
4	APPROVED FOR THE CITY OF PASCO	01/11/11
5	APPROVED FOR THE CITY OF PASCO	01/11/11
6	APPROVED FOR THE CITY OF PASCO	01/11/11
7	APPROVED FOR THE CITY OF PASCO	01/11/11
8	APPROVED FOR THE CITY OF PASCO	01/11/11
9	APPROVED FOR THE CITY OF PASCO	01/11/11
10	APPROVED FOR THE CITY OF PASCO	01/11/11

**BINDING SITE PLAN DECLARATION**

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the above described plan as the same appears in the files of the City of Pasco, Franklin County, Washington, and that the same is a true and correct copy of the original of the above described plan as the same appears in the files of the City of Pasco, Franklin County, Washington.



# AGREEMENT TO PURCHASE AND SELL REAL PROPERTY

THIS AGREEMENT TO PURCHASE AND SELL REAL PROPERTY is made and entered into as of this 6<sup>th</sup> day of October, 2015, by and between the PORT OF PASCO, a Washington municipal corporation (hereinafter referred to as "Seller"), and VOLM COMPANIES, INCORPORATED, a Wisconsin company, (hereinafter referred to as "Buyer").

IN CONSIDERATION OF the mutual covenants set forth in this Agreement, the parties hereto do hereby agree as follows:

1. Agreement to Sell and to Purchase. Seller agrees to sell, convey and assign to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions herein set forth, all of Seller's right, title and interest in and to the following real property located in Franklin County, Washington, legally described as follows: (hereinafter referred to as the "Property").

That parcel legally described in Exhibit "A" as Parcel 12 of Binding Site Plan No. 2011-07, which is attached hereto and incorporated herein, including without limitation, all appurtenances, hereditaments, reversionary rights, and all other rights, privileges, and entitlements belonging to or running with the property.

2. Purchase Price. The purchase price for the Property is FOUR HUNDRED EIGHTEEN THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$418,250.00) payable in cash at closing.

3. Escrow Agent. Contemporaneously with the execution and delivery of this Agreement, or as soon thereafter as is practicable, the parties shall establish an escrow (hereinafter referred to as the "escrow") with Kuffel, Hultgrenn, Klashke, Shea & Ellerd of Pasco, Washington, as Escrow Agent (hereinafter referred to as "Escrow Agent") on terms and conditions consistent with the provisions of this Agreement.

4. Earnest Money Deposit. Buyer has deposited the sum of Ten Thousand and No/100 Dollars (\$10,000.00) with Escrow Agent (the "Earnest Money"). Except in the case of Seller's default or if the conditions to closing are not fully satisfied, the Earnest Money shall become non-refundable to Buyer and shall be: (a) credited to the Purchase Price at Closing, (b) delivered to Seller if Buyer defaults in payment or performance of its obligations under this Agreement after five (5) days' notice and opportunity to cure, or (c) refunded to Buyer upon termination of this Agreement in the case of Seller's default or if any of the conditions to closing are not met.

5. Close of Escrow. Close of escrow shall be on or before \_\_\_\_\_, 2015, unless extended in writing by the parties, at the office of Escrow Agent, or at such other place as the parties may agree in writing. Unless extended in writing by the parties, Closing shall occur no later than forty-five (45) days after the Purchase and Sales Agreement is executed unless the Closing Date is extended an additional thirty (30) days pursuant to Section 6.C.

6. Conditions to Closing. As conditions to Buyer's obligation to purchase:

A. Seller shall deliver to Buyer at close of escrow good, marketable and insurable title to the Property, free and clear of all liens and encumbrances, as described in paragraph 8A(ii) hereinafter.

B. Buyer shall be entitled, at Buyer's sole cost and expense, to inspect the Property, and Buyer shall be satisfied with the condition thereof and the suitability for Buyer's use. If Buyer is not satisfied with the Property's condition or otherwise finds it unsuitable for Buyer's use, Buyer will notify the Seller within twenty (20) days of the date of this Agreement. In the event that Buyer disturbs the Property in conducting its inspection pursuant to subsection B or Subsection C of this section 6, and the sale fails to close for any reason whatsoever, Buyer shall restore the Property to its condition prior to the execution of this Agreement.

C. Buyer shall be entitled to obtain at Buyer's expense an environmental assessment of the Property within forty-five (45) days of the date of this Agreement, which will show it is free of all Hazardous Materials as hereinafter defined. In the event that a Phase II environmental assessment is necessary in the opinion of the Buyer, the period for the completion of the environmental assessment shall be extended by 30 days to a total of seventy-five (75) days from the execution of this Agreement. If said environmental assessment shows the presence of hazardous materials on the Property, Buyer may cancel this Agreement. Buyer's representatives shall have the right of entry on the Property in order to conduct this environmental assessment. The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40

C.F.R. Pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) or the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

D. In the event any of the foregoing conditions are not satisfied prior to, or at the time of closing, Buyer shall have the right to terminate this Agreement.

7. Title. Within ten (10) days of the execution of this Agreement, Seller shall furnish to Buyer a title commitment for a standard owner's policy of title insurance (the "Title Commitment") prepared by Benton Franklin Title Insurance Company, or other title company selected by Buyer, (the "Title Company"), showing the condition of the title to the Property, together with copies of all exceptions listed in the Title Commitment. Buyer shall have ten (10) days after receiving a copy of the Title Commitment and all exceptions noted in it to review the Title Commitment and to notify Seller of any objections Buyer has to the Title Commitment. Any exceptions to title which Buyer does not object are referred to herein as the "Permitted Exceptions". It shall be a condition to closing, which may be waived only by Buyer, that Seller shall cause any exceptions to which Buyer objects to be removed and any adverse condition of title to be remedied. If Seller fails to do so prior to closing, Buyer may terminate this Agreement by written notice to Seller, and this Agreement shall be null and void.

8. Taxes. Real estate and personal property taxes and assessments shall be prorated as of the close of escrow. Seller agrees to pay all State and local excise transfer taxes, if any, payable in connection with the sale and transfer of the Property to Buyer.

9. Provisions With Respect to Close of Escrow.

A. At the close of escrow, the following documents, instruments and other materials (Seller's closing documents") will be furnished and delivered by Seller to Buyer, at Seller's sole cost and expense (unless otherwise provided). Seller shall pay one-half (1/2) of the escrow fees and charges.

(i) A commitment for a standard owner's title policy, covering the Property issued by Title Company in the face amount of the total purchase price insuring good and marketable title to the Property in Buyer, subject only to the exceptions described in Section 9(ii);

(ii) A Statutory Warranty Deed conveying Seller's right, title and interest in and to the Property to Buyer, subject to taxes and assessments for the current year incurred after closing and thereafter, setbacks and zoning regulations, rules and regulations, utility easements, and the Permitted Exceptions.

(iii) Such other instruments consistent with the terms of this Agreement which may be necessary to the consummation of the sale.

B. At the close of escrow, Buyer will deliver to Seller, through the escrow, the funds required to be paid at the close of escrow as provided in this Agreement. Buyer will pay one-half (1/2) of the escrow fees and charges, and the cost of recording the Statutory Warranty Deed.

10. Port's Representations. The Port represents and warrants as follows: (a) to the best of Port's knowledge no underground storage tanks are located on the Property, (b) to the best of the Port's knowledge, no part of the Property has ever been used for a landfill, dump, toxic or other waste disposal site, (c) to the best of the Port's knowledge, no hazardous or other toxic substances have been released or discharged on the Property to an extent sufficient to contaminate the surface, subsoils or groundwater, (d) during the Port's ownership, the Port has received no notices that the Property has been operated contrary to or been in violation of any federal, state or local law regulation, including environmental laws, and (e) no claims or demands have been received by the Port, no litigation or other proceeding instituted against the Port, and no judgments, decrees or orders entered against the Port relating to the Property. These representations shall survive the closing of this transaction.

11. Possession. Possession of the Property will be delivered to Buyer at the close of escrow.

12. Commissions and Finders' Fees.

A. Seller shall pay a Finder's Fee of SIXTEEN THOUSAND FIVE HUNDRED FORTY-SEVEN AND 50/100 DOLLARS (\$16,547.50) to Windermere Real Estate Tri-Cities. No other commission or fee will be paid by Seller.

13. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

14. Rescission. Buyer agrees to apply for a building permit for construction of a food packaging, packaging equipment and service facility (consistent with the site plan attached hereto as Exhibit B, provided to and approved by Port prior to closing), within twenty-four (24) months after the Closing Date and thereafter diligently pursue the issuance of the building permit. Construction of the facility shall be substantially completed within twelve (12) months of the issuance of the building permit.

Buyer intends to construct a facility which is materially consistent with the site plan attached hereto as Exhibit B subject to such modifications as Buyer shall deem reasonably necessary or appropriate in connection with obtaining financing or acquiring any permits or approvals from any governmental or quasi-governmental agency, authority or instrumentality that has jurisdiction over the construction, reconstruction, operation, use, occupancy or condition of the Property (the "Site Plan"). Landscaping installation shall comply with Foster Wells Business Park recorded covenants. A minimum of fourteen (14) trees shall be planted and maintained within a minimum ten-foot (10') wide landscape strip along Industrial Way. This requirement may be met in combination with the landscape requirements of the City of Pasco.

In the event that Buyer fails to comply with either of the aforementioned construction and landscape requirements, this transaction may be rescinded at the Seller's election. Seller's right to rescind this transaction shall expire forty-eight (48) months after the Closing Date.

In the event of such rescission, Seller, upon tender of the deed conveying the lands back to the Seller, shall refund the purchase price less the earnest money, commission fees, and all costs of the initial transaction conveying the Property to the Buyer and the costs of obtaining marketable title on the reconveyance to the Seller. No interest shall be paid on the purchase price by Seller, and all costs of the conveyance of the Property back to the Seller, including any attorney fees, taxes and title insurance incurred by the Seller, shall be deducted by Seller from the payment to Buyer. This provision shall survive the closing of the sale to Buyer until the earlier of (a) completion of the aforementioned construction and landscape requirements or (b) the fourth anniversary of the Closing Date. Should there be any encumbrances against the Property at the time of reconveyance to the Seller; Seller shall deduct the cost of paying said encumbrances to obtain marketable title from the purchase price, together with the aforementioned deductions.

In the event of reconveyance to the Seller, any alterations or improvements to the Property shall remain on the Property without compensation to Buyer, unless Seller elects to require Buyer to remove all or part of the alterations or improvements at Buyer's expense. Seller shall make such election to remove within thirty (30) days of the reconveyance, and Buyer shall have ninety (90) days thereafter to remove those alterations or improvements Seller elects to have removed.

Buyer may sell the Property prior to the completion of the improvements required by this section, provided that the purchaser acquiring the Property from the Buyer complies with the requirements of this Agreement in all respects, including (but not limited to) the construction of a food packaging facility as described herein. A memorandum of this provision shall be placed of record at closing.

15. Additional Acts and Documents. Each party hereto agrees to do all such things and take all such action, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purposes of this Agreement, either before, at, or after closing.

16. Authority. Each of the parties hereto represents and warrants to the other that this Agreement has been duly authorized by all necessary action and that this Agreement constitutes and will constitute a binding obligation of each such party. Each party hereto shall provide reasonably satisfactory evidence of such authority at closing.

17. Attorney Fees. In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement, or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith, in addition to any other available remedies.

18. Notices. All notices, requests and other communications hereunder shall be deemed to have been given four (4) days after deposit in the United States mail in a sealed envelope, postage prepaid, registered or certified mail (or if personal delivery, at the time of delivery), and addressed as follows:

Seller: Port of Pasco  
P. O. Box 769  
Pasco, WA 99301-0769

Buyer: Volm Companies, Incorporated  
Attention: John E. Bandsma  
1804 Edison Street  
P. O. Box 400  
Antigo, WI 54409-0400

It is agreed that either party may hereafter change the address to which notice may be sent, upon written notice sent to the other at the address above designated, or subsequently designated in accordance herewith.

19. Complete Agreement. No oral statements or conversations between the parties hereto or their representatives, whether the same shall have been implied or direct, occurring either before or after the execution of this Agreement, shall be construed as having any bearing or effect upon this Agreement or any portion thereof, it being understood that this written Agreement evidences the complete agreement between the parties hereto. Specifically, the parties agree that this Agreement shall supersede all prior contracts, agreements and arrangements between the parties concerning the sale of the Property. This Agreement may not be changed, modified or



rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

20. Captions. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provision hereof, and shall not be deemed relevant in construing this Agreement.

21. Amendment and Waiver. The parties may, by mutual agreement in writing, signed by each party, amend this Agreement in any respect. Each party hereto may:

A. Extend the time for the performance of any of the obligations of the other.

B. Waive any representations by the other contained in this Agreement and performance of any obligations by the other.

C. Waive compliance by the other with any of the covenants contained in this Agreement.

D. Waive the fulfillment of any condition that is precedent to the performance, by the party so waiving, of any of its obligations under this Agreement.

Such extension or waiver shall in no way otherwise affect either party's right to enforcement of the provisions contained in this Agreement nor shall any extension or waiver be held to be an extension of time or a waiver of any prior or subsequent breach of any obligation under this Agreement.

22. Time of the Essence. Time is of the essence of each and every term, provision, covenant and obligation of the parties under this Agreement.

23. Governing Law. This Agreement shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the State of Washington.

24. Default.

A. By Seller: If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled, in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligations under this Agreement.

B. By Buyer: If there is an event of default under this Agreement by Buyer (including a breach of any representation, warranty or covenant), Seller will be entitled (i) in addition to all other remedies available at law or in equity, to seek specific performance of Buyer's obligations under this Agreement or (ii) to terminate this Agreement by written notice to Buyer and Escrow Agent.


25. Condition of Property. Buyer has had ample opportunity (or will have the opportunity prior to closing) to inspect the Property, and offers to purchase the Property in its present condition, on the terms noted. Seller makes no warranties whatsoever, express or implied, regarding the condition of the Property, or its suitability for buyer's contemplated uses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VOLM COMPANIES, INCORPORATED

By:   
John E. Bandsma,  
Chief Operating & Financial Officer

PORT OF PASCO

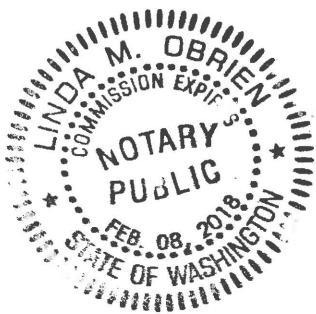
By:   
Randy Hayden, Executive Director

STATE OF WASHINGTON)

County of Franklin ) ss.  
)

On this 18<sup>th</sup> day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RANDY HAYDEN to me known to be the Executive Director of PORT OF PASCO, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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



Linda M. O'Brien  
Printed Name: Linda M. O'Brien  
Notary Public in and for the  
State of Washington, residing  
at Kennelich  
My commission expires: 2/8/2018

STATE OF WISCONSIN )

County of Langlade ) ss.  
 )

On this 1<sup>st</sup> day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Wisconsin, duly commissioned and sworn, personally appeared John E. Bandsma to me known to be the Chief Operating & Financial Officer of VOLM COMPANIES, INCORPORATED, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Rhonda J. Becerra  
Printed Name: Rhonda Becerra  
Notary Public in and for the  
State of Wisconsin, residing  
at Antigo, WI  
My commission expires: 12/8/18

**EXHIBIT A – LEGAL DESCRIPTION - PARCEL 12**

**PARCEL 12:**  
 THAT PORTION OF LOT 5 OF THE BINDING SITE PLAN RECORDED IN VOLUME 1 OF  
 BINDING SITE PLANS AT PAGE 74, LYING IN THE NORTHEAST QUARTER OF SECTION 7,  
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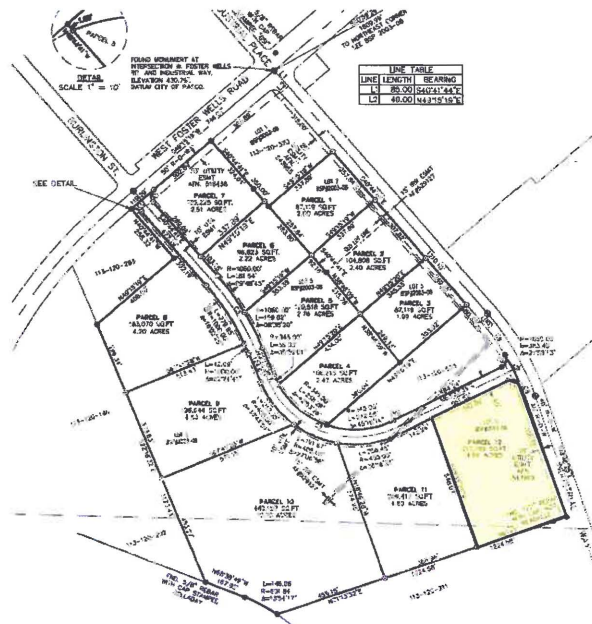
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**BINDING SITE PLAN NO. 2011-07**



N.E. 1/4 AND THE N. 1/2 OF THE S.E. 1/4  
 SEC. 7, T. 9 N., R. 30 E., W.M.,  
 CITY OF PASCO,  
 FRANKLIN COUNTY, WASHINGTON

**NOTES**

1. ADDRESSES SHALL BE ASSIGNED AT THE TIME PERMITS ARE ISSUED.
2. AT THE TIME EACH LOT IS DEVELOPED THE CORRESPONDING STREET AND UTILITIES IMPROVEMENTS SHALL BE INSTALLED TO CITY STANDARDS.
3. THE INDIVIDUAL OR COMPANY MAKING IMPROVEMENTS ON A LOT OR LOTS OF THIS BINDING SITE PLAN IS RESPONSIBLE FOR PROVIDING AND INSTALLING ALL TRUCKING CONDUIT, PRIMARY VAULTS, SECONDARY JUNCTION BOXES, AND BACKFILLING FOR THE PLD'S PRIMARY AND SECONDARY DISTRIBUTION SYSTEM IN ACCORDANCE WITH THE PLD'S SPECIFICATION. SAID INDIVIDUAL OR COMPANY WILL MAKE FULL ADVANCE OF LINE EXTENSION FEES AND WILL PROVIDE ALL NECESSARY UTILITY EASEMENTS PRIOR TO PLD CONSTRUCTION AND/OR CONNECTION OF 240V ELECTRICAL SERVICE TO AND WITHIN THIS BINDING SITE PLAN.
4. BURLINGTON STREET SHALL BE CONSTRUCTED IN TWO PHASES. PHASE 1 SHALL CONSIST OF FRONTAGES FOR PARCELS 6-9 AND PHASE 2 SHALL CONSIST OF FRONTAGES FOR PARCELS 10-12. PHASES DO NOT HAVE TO BE CONSTRUCTED IN ORDER. ALL RIGHT-OF-WAY IMPROVEMENTS FOR A PARTICULAR PHASE MUST BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH THE ISSUANCE OF A BUILDING PERMIT FOR ANY LOT WITHIN THAT PHASE. IF ONLY ONE PHASE IS COMPLETED AT A TIME, A TEMPORARY TURNAROUND MUST BE PROVIDED ON BURLINGTON STREET.
5. ALL RIGHT-OF-WAY IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PASCO STANDARDS AND SPECIFICATIONS.
6. IF ANY OF THE PARCELS CREATED BY THIS BINDING SITE PLAN ARE TO BE USED FOR FOOD PROCESSING, THE DEVELOPER WILL NEED TO CONTACT THE CITY OF PASCO PUBLIC WORKS DIRECTOR (509-545-3444) TO DISCUSS UTILIZATION OF THE PROCESS WATER REUSE SYSTEM.

CURVE LENGTH	RADIUS	START	END	CH BEARING
C1	24.89	35.00	25.2101	49.50 N74°51'19\"/>
C2	43.10	35.00	72°11'17\"/>	
C3	130.10	100.00	105°29'00\"/>	
C4	618.18	375.00	84°58'45\"/>	
C5	27.44	35.00	347°46\"/>	
C6	27.44	35.00	149°46\"/>	
C7	130.03	950.00	5°12'32\"/>	
C8	60.20	350.00	73°37\"/>	
C9	172.18	360.00	77°2'24\"/>	

**BINDING SITE PLAN DECLARATION**

ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THE BINDING SITE PLAN AS IT HAS BEEN FILED WITH THE CLERK OF THE COUNTY OF FRANKLIN, WASHINGTON. APPROVAL, REGULATIONS, RESERVATIONS AND RESTRICTIONS THAT MAY BE IMPROVED UPON SAID LAND AND THE DEVELOPMENT THEREOF THIS BINDING SITE PLAN SHALL BE BINDING AND FULLY ENFORCEABLE AGAINST ANY INTEREST IN THE LAND DESCRIBED HEREIN.

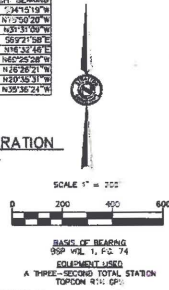
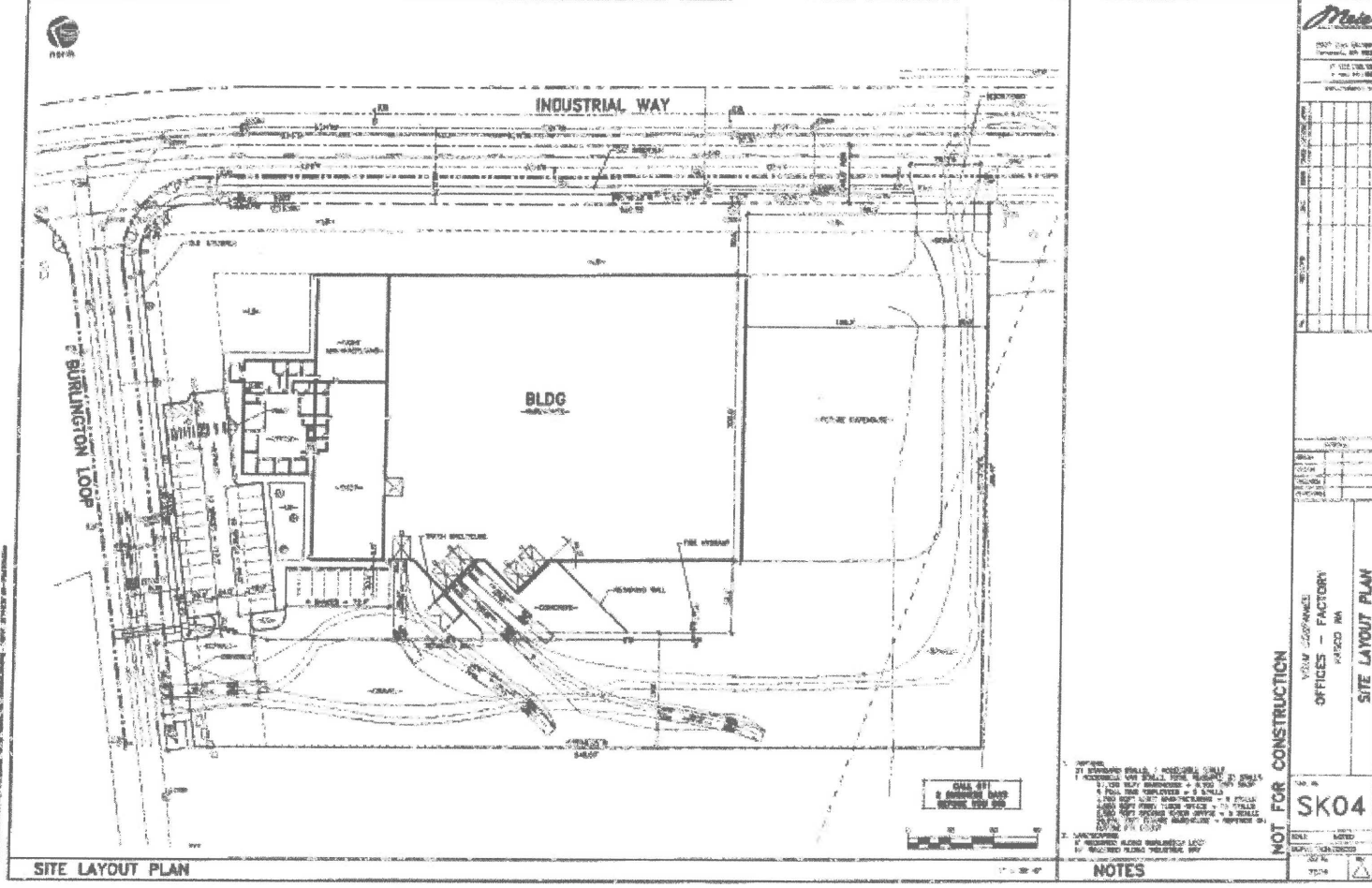


EXHIBIT B - SITE PLAN



NOTES

1. EXISTING BLDG - HORIZONTAL ONLY
2. EXISTING BLDG - VERTICAL ONLY
3. EXISTING BLDG - ROOF ONLY
4. EXISTING BLDG - FOUNDATION ONLY
5. EXISTING BLDG - INTERIORS ONLY
6. EXISTING BLDG - EXTERIORS ONLY
7. EXISTING BLDG - UTILITIES ONLY
8. EXISTING BLDG - LANDSCAPE ONLY
9. EXISTING BLDG - PAVING ONLY
10. EXISTING BLDG - FENCE ONLY
11. EXISTING BLDG - SIGNAGE ONLY
12. EXISTING BLDG - LIGHTING ONLY
13. EXISTING BLDG - SECURITY ONLY
14. EXISTING BLDG - ACCESS ONLY
15. EXISTING BLDG - EGRESS ONLY
16. EXISTING BLDG - VENTILATION ONLY
17. EXISTING BLDG - HEATING ONLY
18. EXISTING BLDG - COOLING ONLY
19. EXISTING BLDG - POWER ONLY
20. EXISTING BLDG - TELEPHONE ONLY
21. EXISTING BLDG - DATA ONLY
22. EXISTING BLDG - CABLE ONLY
23. EXISTING BLDG - SATELLITE ONLY
24. EXISTING BLDG - RADIO ONLY
25. EXISTING BLDG - TV ONLY
26. EXISTING BLDG - ANTENNA ONLY
27. EXISTING BLDG - WIRELESS ONLY
28. EXISTING BLDG - NETWORK ONLY
29. EXISTING BLDG - INTERNET ONLY
30. EXISTING BLDG - VOIP ONLY
31. EXISTING BLDG - VIDEO ONLY
32. EXISTING BLDG - AUDIO ONLY
33. EXISTING BLDG - STORAGE ONLY
34. EXISTING BLDG - BACKUP ONLY
35. EXISTING BLDG - RECOVERY ONLY
36. EXISTING BLDG - DISASTER ONLY
37. EXISTING BLDG - BUSINESS ONLY
38. EXISTING BLDG - CONTINUITY ONLY
39. EXISTING BLDG - RESILIENCE ONLY
40. EXISTING BLDG - SECURITY ONLY
41. EXISTING BLDG - COMPLIANCE ONLY
42. EXISTING BLDG - AUDIT ONLY
43. EXISTING BLDG - REPORT ONLY
44. EXISTING BLDG - PLAN ONLY
45. EXISTING BLDG - SPEC ONLY
46. EXISTING BLDG - CONTRACT ONLY
47. EXISTING BLDG - PERMIT ONLY
48. EXISTING BLDG - INSURE ONLY
49. EXISTING BLDG - MAINT ONLY
50. EXISTING BLDG - OPER ONLY
51. EXISTING BLDG - SHUT ONLY
52. EXISTING BLDG - DEMO ONLY
53. EXISTING BLDG - RECON ONLY
54. EXISTING BLDG - RENOV ONLY
55. EXISTING BLDG - RESTOR ONLY
56. EXISTING BLDG - REPAIR ONLY
57. EXISTING BLDG - REPLACE ONLY
58. EXISTING BLDG - REMOVE ONLY
59. EXISTING BLDG - RETAIN ONLY
60. EXISTING BLDG - REUSE ONLY
61. EXISTING BLDG - RECYCLE ONLY
62. EXISTING BLDG - REDUCE ONLY
63. EXISTING BLDG - REPAIR ONLY
64. EXISTING BLDG - REPLACE ONLY
65. EXISTING BLDG - REMOVE ONLY
66. EXISTING BLDG - RETAIN ONLY
67. EXISTING BLDG - REUSE ONLY
68. EXISTING BLDG - RECYCLE ONLY
69. EXISTING BLDG - REDUCE ONLY
70. EXISTING BLDG - REPAIR ONLY

NOT FOR CONSTRUCTION

VIEW LOGS/ANALYSIS  
OFFICES - FACTORY  
PARSONS

SK04

SITE LAYOUT PLAN



NO.	DATE	DESCRIPTION
1	10/15/10	ISSUED FOR PERMIT
2	11/15/10	ISSUED FOR CONSTRUCTION
3	12/15/10	ISSUED FOR AS-BUILT
4	01/15/11	ISSUED FOR RECORD
5	02/15/11	ISSUED FOR ARCHIVE
6	03/15/11	ISSUED FOR DESTRUCTION
7	04/15/11	ISSUED FOR RECONSTRUCTION
8	05/15/11	ISSUED FOR RENOVATION
9	06/15/11	ISSUED FOR RESTORATION
10	07/15/11	ISSUED FOR REPAIR
11	08/15/11	ISSUED FOR REPLACEMENT
12	09/15/11	ISSUED FOR REMOVAL
13	10/15/11	ISSUED FOR RETENTION
14	11/15/11	ISSUED FOR REUSE
15	12/15/11	ISSUED FOR RECYCLING
16	01/15/12	ISSUED FOR REDUCTION
17	02/15/12	ISSUED FOR REPAIR
18	03/15/12	ISSUED FOR REPLACEMENT
19	04/15/12	ISSUED FOR REMOVAL
20	05/15/12	ISSUED FOR RETENTION
21	06/15/12	ISSUED FOR REUSE
22	07/15/12	ISSUED FOR RECYCLING
23	08/15/12	ISSUED FOR REDUCTION
24	09/15/12	ISSUED FOR REPAIR
25	10/15/12	ISSUED FOR REPLACEMENT
26	11/15/12	ISSUED FOR REMOVAL
27	12/15/12	ISSUED FOR RETENTION
28	01/15/13	ISSUED FOR REUSE
29	02/15/13	ISSUED FOR RECYCLING
30	03/15/13	ISSUED FOR REDUCTION
31	04/15/13	ISSUED FOR REPAIR
32	05/15/13	ISSUED FOR REPLACEMENT
33	06/15/13	ISSUED FOR REMOVAL
34	07/15/13	ISSUED FOR RETENTION
35	08/15/13	ISSUED FOR REUSE
36	09/15/13	ISSUED FOR RECYCLING
37	10/15/13	ISSUED FOR REDUCTION
38	11/15/13	ISSUED FOR REPAIR
39	12/15/13	ISSUED FOR REPLACEMENT
40	01/15/14	ISSUED FOR REMOVAL
41	02/15/14	ISSUED FOR RETENTION
42	03/15/14	ISSUED FOR REUSE
43	04/15/14	ISSUED FOR RECYCLING
44	05/15/14	ISSUED FOR REDUCTION
45	06/15/14	ISSUED FOR REPAIR
46	07/15/14	ISSUED FOR REPLACEMENT
47	08/15/14	ISSUED FOR REMOVAL
48	09/15/14	ISSUED FOR RETENTION
49	10/15/14	ISSUED FOR REUSE
50	11/15/14	ISSUED FOR RECYCLING
51	12/15/14	ISSUED FOR REDUCTION
52	01/15/15	ISSUED FOR REPAIR
53	02/15/15	ISSUED FOR REPLACEMENT
54	03/15/15	ISSUED FOR REMOVAL
55	04/15/15	ISSUED FOR RETENTION
56	05/15/15	ISSUED FOR REUSE
57	06/15/15	ISSUED FOR RECYCLING
58	07/15/15	ISSUED FOR REDUCTION
59	08/15/15	ISSUED FOR REPAIR
60	09/15/15	ISSUED FOR REPLACEMENT
61	10/15/15	ISSUED FOR REMOVAL
62	11/15/15	ISSUED FOR RETENTION
63	12/15/15	ISSUED FOR REUSE
64	01/15/16	ISSUED FOR RECYCLING
65	02/15/16	ISSUED FOR REDUCTION
66	03/15/16	ISSUED FOR REPAIR
67	04/15/16	ISSUED FOR REPLACEMENT
68	05/15/16	ISSUED FOR REMOVAL
69	06/15/16	ISSUED FOR RETENTION
70	07/15/16	ISSUED FOR REUSE
71	08/15/16	ISSUED FOR RECYCLING
72	09/15/16	ISSUED FOR REDUCTION
73	10/15/16	ISSUED FOR REPAIR
74	11/15/16	ISSUED FOR REPLACEMENT
75	12/15/16	ISSUED FOR REMOVAL
76	01/15/17	ISSUED FOR RETENTION
77	02/15/17	ISSUED FOR REUSE
78	03/15/17	ISSUED FOR RECYCLING
79	04/15/17	ISSUED FOR REDUCTION
80	05/15/17	ISSUED FOR REPAIR
81	06/15/17	ISSUED FOR REPLACEMENT
82	07/15/17	ISSUED FOR REMOVAL
83	08/15/17	ISSUED FOR RETENTION
84	09/15/17	ISSUED FOR REUSE
85	10/15/17	ISSUED FOR RECYCLING
86	11/15/17	ISSUED FOR REDUCTION
87	12/15/17	ISSUED FOR REPAIR
88	01/15/18	ISSUED FOR REPLACEMENT
89	02/15/18	ISSUED FOR REMOVAL
90	03/15/18	ISSUED FOR RETENTION
91	04/15/18	ISSUED FOR REUSE
92	05/15/18	ISSUED FOR RECYCLING
93	06/15/18	ISSUED FOR REDUCTION
94	07/15/18	ISSUED FOR REPAIR
95	08/15/18	ISSUED FOR REPLACEMENT
96	09/15/18	ISSUED FOR REMOVAL
97	10/15/18	ISSUED FOR RETENTION
98	11/15/18	ISSUED FOR REUSE
99	12/15/18	ISSUED FOR RECYCLING
100	01/15/19	ISSUED FOR REDUCTION

EXHIBIT B - ELEVATIONS

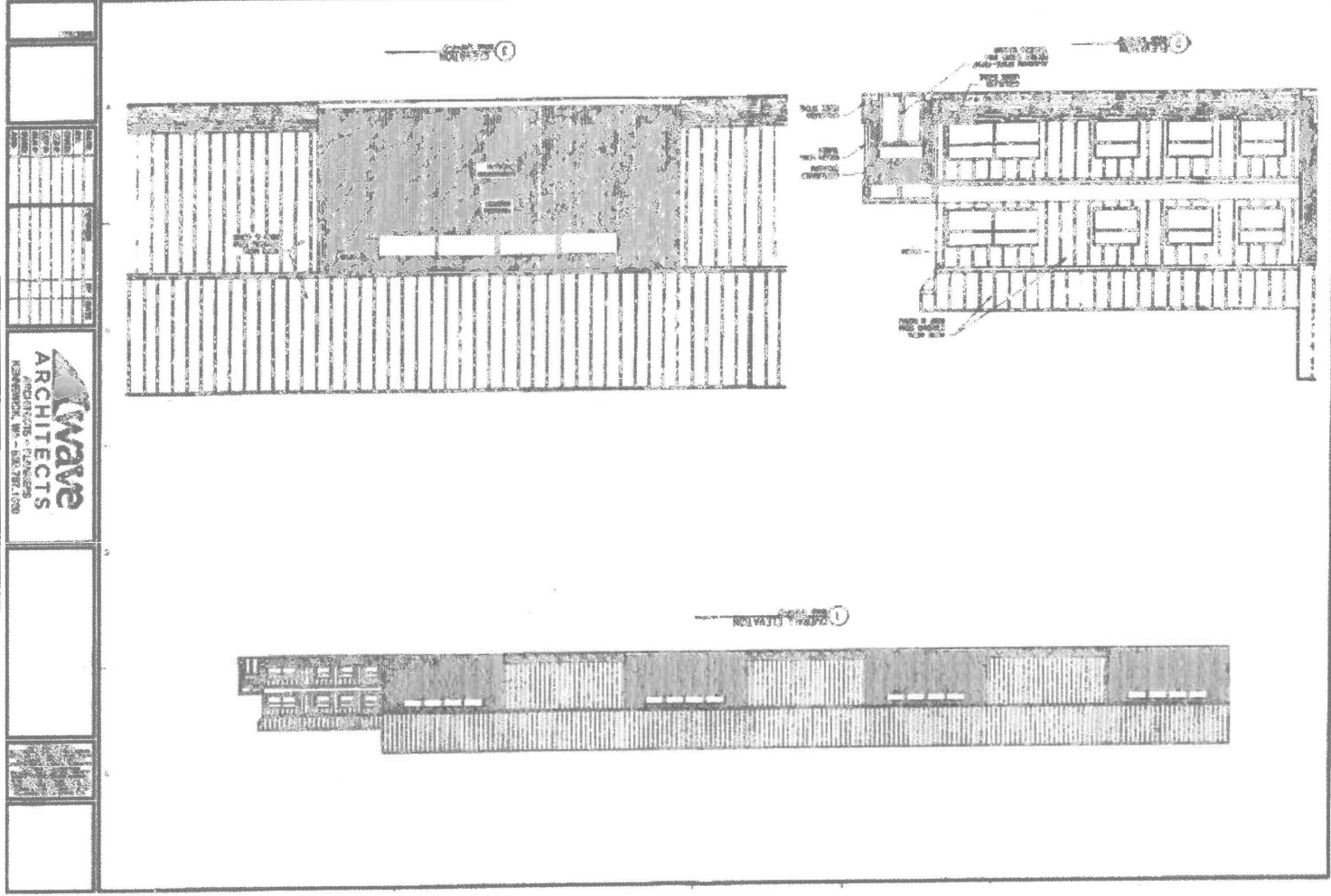


EXHIBIT B – RENDERING

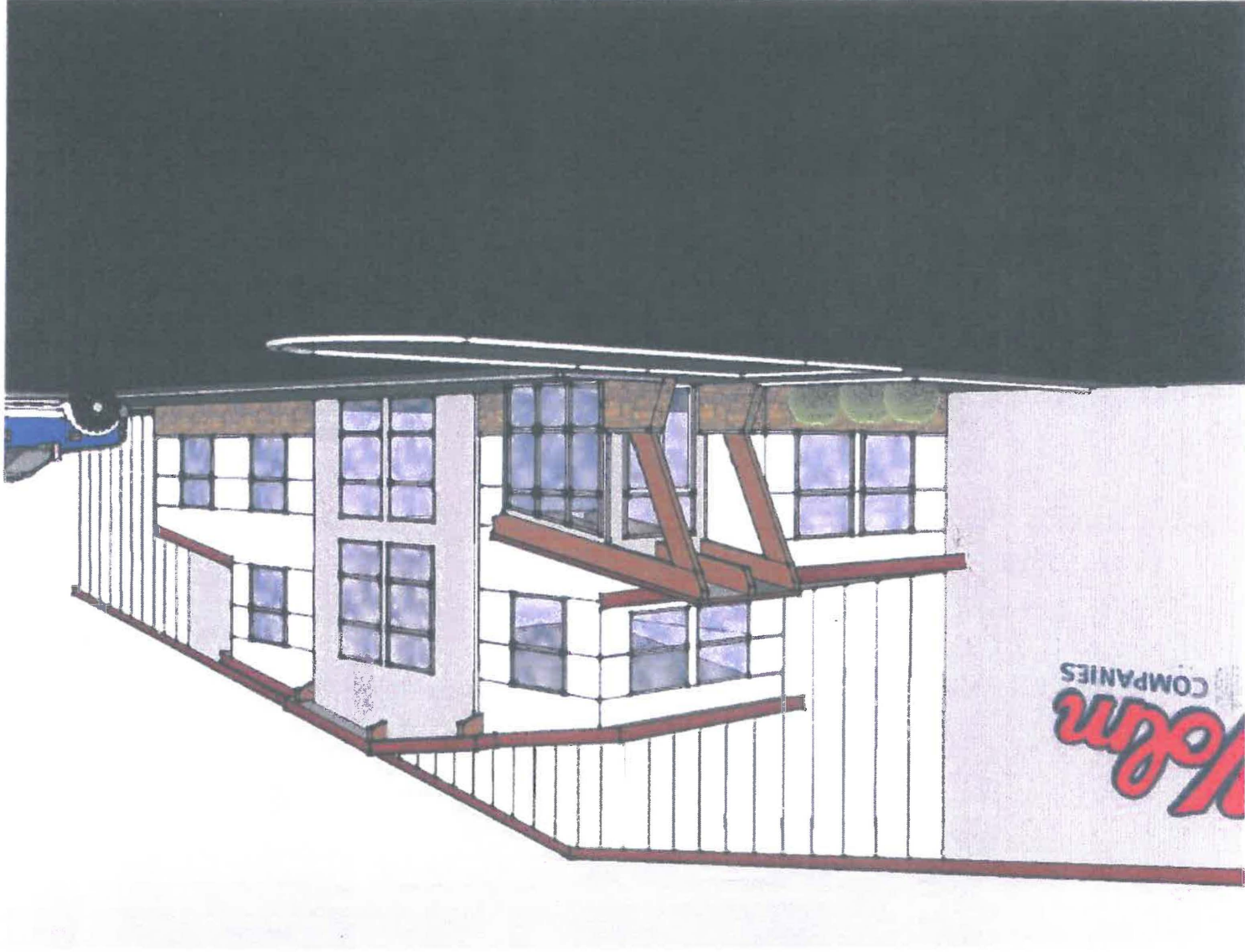




EXHIBIT B – LANDSCAPE PLAN

(to be inserted when received)