

AGENDA

Port of Kennewick
Regular Commission Business Meeting
Port of Kennewick Commission Chambers
350 Clover Island Drive, Suite 200, Kennewick, Washington

Tuesday, April 23, 2019
2:00 p.m.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. APPROVAL OF AGENDA**
- IV. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- V. CONSENT AGENDA**
 - A. Approval of Direct Deposit and ePayments Dated April 17, 2019
 - B. Approval of Warrant Register Dated April 23, 2019
 - C. Approval of Regular Commission Business Meeting Minutes April 9, 2019
- VI. PRESENTATION**
 - A. Potential Real Estate Auction (Information Only), Scott Musser, Musser Brothers Auctioneers (**TIM**)
 - B. Port of Kennewick Website Update (**TANA**)
- VII. REPORTS, COMMENTS AND DISCUSSION ITEMS**
 - A. Columbia Drive Update (**LARRY**)
 - B. Vista Field Update (**LARRY/TIM**)
 - C. Finley Twin Tracks (Pronghorn / JMAC) Property Update; Resolution 2019-08 (**AMBER**)
 - D. Letter of Support to Host 2021 WPPA Spring Meeting (**BRIDGETTE**)
 - E. Commissioner Meetings (formal and informal meetings with groups or individuals)
 - F. Non-Scheduled Items
- VIII. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- IX. ADJOURNMENT**

PLEASE SILENCE CELL PHONES



PORT OF KENNEWICK REGULAR COMMISSION MEETING

DRAFT

APRIL 9, 2019 MINUTES

Commission President Thomas Moak called the Regular Commission Meeting to order at 2:00 p.m. in the Port of Kennewick Commission Chambers located at 350 Clover Island Drive, Suite 200, Kennewick, Washington 99336.

The following were present:

Board Members: Thomas Moak, President
Don Barnes, Vice-President
Skip Novakovich, Secretary

Staff Members: Tim Arntzen, Chief Executive Officer
Tana Bader Inglima, Deputy Chief Executive Officer
Amber Hanchette, Director of Real Estate and Operations
Nick Kooiker, Chief Financial Officer
Larry Peterson, Director of Planning and Development
Kandy Yates, Office Assistant/Marina Manager
Bridgette Scott, Executive Assistant
Lucinda Luke, Port Counsel

PLEDGE OF ALLEGIANCE

Commissioner Thomas Moak led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

MOTION: *Commissioner Novakovich moved to approve the Agenda; Commissioner Barnes seconded. With no further discussion, motion carried unanimously. All in favor 3:0.*

PUBLIC COMMENT

No comments were made.

CONSENT AGENDA

A. *Approval of Direct Deposit and E-Payments Dated April 2, 2019*

Direct Deposit and E-Payments totaling \$78,481.86

B. *Approval of Warrant Register Dated April 9, 2019*

Expense Fund Voucher Numbers 100971 through 100999 for a grand total of \$74,030.14

C. *Approval of Regular Commission Business Meeting Minutes March 26, 2019*

MOTION: *Commissioner Barnes moved for approval of the Consent Agenda as presented; Commissioner Novakovich seconded. With no further discussion, motion carried unanimously. All in favor 3:0.*

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PRESENTATIONS

A. *The REACH Museum*

Mr. Arntzen introduced Rosanna Sharp, Executive Director at The REACH Museum.

Ms. Sharp thanked Mr. Arntzen for the introduction and updated the Commission on recent activities and the Museum's five year strategic plan. The REACH will celebrate its fifth anniversary this July and have had 8,157 general admissions and 6,510 students and attendees of education programs like Screech at the REACH, Little Explorers and STEAM Family Workshops. Upcoming events include: Little Explorers' hummingbirds and flowers, a Western Scablands tour, White Bluffs hike, the national math festival and a Dry Falls tour. The REACH will feature exhibitions on recycling, rockhounding and bat caves.

Ms. Sharp stated the Reach's Vision Statement is "The Reach will be an indispensable educational resource and premier cultural destination that serves as a gateway for understanding the natural and cultural significance of the region, for present and future generations." The REACH provides learning programs, outreach, teacher training and curricula that complements WSL/NGST (Next Generation Science Standards) with a concentration on families with school-aged children. In addition, The REACH is striving to be the epicenter, for tourism specifically for Ice Age Floods, Mid-Columbia River Basin history, and the Hanford Reach National Monument. Ms. Sharp stated the REACH identified the need to have a temporary, rotating gallery space to host nationally-acclaimed traveling exhibitions and identified local and national partnership opportunities.

The five year strategic plan includes financial independence, sustainability, program development, organizational and community engagement and facility use. Ms. Sharp outlined potential funding possibilities for the expansion of the Museum.

Commissioner Moak thanked Ms. Sharp for the update on the REACH.

REPORTS, COMMENTS AND DISCUSSION ITEMS

A. *Port of Pasco Interlocal Agreement-LAX Daily Service; Resolution 2019-07*

Mr. Kooiker stated in 2015 the Commission approved a request from the Port of Pasco committing \$10,000 in support of a grant funding request to obtain non-stop air service from Pasco to Los Angeles. Before the Commission is an Interlocal Agreement (ILA) formalizing the Port's contribution to the Port of Pasco and authorizes staff to disburse payment. Mr. Kooiker stated Resolution 2019-07 authorizes the CEO to sign the ILA.

PUBLIC COMMENT

No comments were made.

MOTION: Commissioner Novakovich moved approval of Resolution 2019-07, authorizing the Port's Chief Executive Officer to sign the Interlocal Agreement with the Port of Pasco, relating to the Port's contribution to a mutual grant request for air service to LAX; Commissioner Barnes seconded.

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Discussion:

Commissioner Moak stated the non-stop daily flight to LAX was a much needed addition to the Tri-Cities Airport and thanked the Port of Pasco for making it come to fruition.

With no further discussion, motion carried unanimously. All in favor 3:0.

B. Columbia Drive Update

1. Phase 2A Substantial Completion

Mr. Peterson reported that Columbia Gardens Phase 2A project was deemed substantially complete on April 1, 2019. Phase 2A included: the loop road, utilities, parking spaces, and the food truck plaza.

Mr. Peterson stated the pre-construction meeting for Columbia Gardens Phase 2B is set for April 18, 2019. Following the meeting, the City will release the project and the Port will issue a Notice to Proceed to Banlin Construction.

2. Food Trucks

Ms. Hanchette is working with Swampy's BBQ and Frost Me Sweet on a move-in date for occupancy at the Food Truck Plaza. Ms. Hanchette anticipates that Swampy's will occupy the space within the next week and she will transition Frost Me Sweet to their space shortly thereafter. Ms. Hanchette stated Food Truck Applications are available for the third space on the Port's website. Two additional two spots will be filled after the completion of Phase 2B.

Ms. Hanchette recently met with Freddy and Carrie Arredondo of Cave B Estate Winery, who are trying to get a visual of the Tasting Room's location. The Arredondo's have hired a tasting room manager and are excited to get started. Gordon Estates are excited to move in and have begun creating a marketing plan.

Ms. Bader Inglima has had significant interest from the media regarding the Food Truck Plaza and will work with our partners on the project to schedule a ribbon cutting once the final elements are in place.

C. Vista Field Update

Mr. Peterson stated the pre-construction meeting for Vista Field Phase 1A is Tuesday, April 16, 2019. Following the meeting, the City will release the project and the Port will issue the Notice to Proceed to Total Site Services (TSS).

Shannon Torrzano thanked the Port for the opportunity and stated TSS is very excited to start the project.

1. Hangar Remodel Discussion

Commissioner Barnes has given more thought to the Vista Field Hangar remodel discussion and he has decided to withdraw his support for proceeding with this project, which was reached by consensus at the March 26, 2019 Commission Meeting. Commissioner Barnes supports the

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Port repurposing the Hangars into an interesting and vibrant feature at Vista Field, which would appeal to the younger generation. Commissioner Barnes agrees with DPZ Partners that this could be done in a lean manner and still be vibrant and cool; and Commissioner Barnes supports partnering with the City of Kennewick on a Rural Capital County Fund (RCCF) Application to be utilized at Columbia Gardens and at Vista Field.

Commissioner Barnes offered several reason as to why he can no longer support the hangar remodel. First, the budget for the project increased from \$3,000,000 to \$4,500,000; Commissioner Barnes believes there should be more analysis, thought, and consideration. Secondly, Commissioner Barnes believes because of the uncertainty in construction costs, the project could cost more over time. Thirdly, public input during the Charrette emphasized the lean, pay as you go approach; and if the Port increases the budget from \$3,000,000 to \$4,500,000, the Port is moving away from the lean approach. Commissioner Barnes stated there is too much uncertainty in funding the proposed remodel, which hinges on the land sale at Southridge. Furthermore, the Commission discussed auctioning the Southridge property in an effort to fund the remodel; however, Commissioner Barnes stated there are too many unknowns with an auction. Commissioner Barnes believes spending \$4,500,000 on the hangar remodel would be a very unpopular decision with Port of Kennewick constituents and the Tri-Cities communities.

The Port passed the Vista Field Master Plan in 2017, which outlined the budget for the infrastructure, site amenities, and the hangar remodel costs. The estimated cost for all of these items were approximately \$5,000,000 and now that budget has more than doubled. Commissioner Barnes believes this discussion warrants further analysis and consideration and he thinks the Port should be more transparent and invite public comments for increasing the budget. Lastly, Commissioner Barnes is of the opinion that there is an alternate path that will yield nearly the same result, that is, vibrant use of the hangars, with a much lower investment on the part of the Port. It would involve a public/private partnership, by taking advantage of the opportunity zone designation. The hangars could be sold to the private sector through the collaborative design process, whereby the private sector could submit their ideas for the hangars and then the Commission could award based on the most innovative, and vibrant proposal. The Port may receive a modest amount from the sale of the hangars, as opposed to the investment of the renovation. The Port could take the funds from the sale of the hangars, and combine with resources within our budget and work with the City on an RCCF application and use that for the pop-up retail to provide additional vibrancy along the water feature. Commissioner Barnes thinks this alternate path is worth evaluating and stated the Port does not have the budget for a \$4,500,000 remodel project.

Commissioner Moak stated Commissioner Barnes made some good points; however, there is uncertainty in everything and it is important to keep moving forward on the path that we have been on for the last several years. Commissioner Moak stated the \$4,500,000 is a staff estimate and a dollar figure has not been identified for the cost of the remodel. The Commission, staff, and the consultants work together, and the Commission makes the decisions of how to move forward. Commissioner Moak does not think the Commission should change the decision model that we have adopted or the direction we are going. Commissioner Moak is in favor of community input and believes the Port will turn over most of the property to the private sector

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for development; and the hangars will likely be the only property the Port will govern. Commissioner Moak thinks the Port needs to continue on the path that we have been working on for the past five years and disagrees with Commissioner Barnes that the hangar remodel goes against DPZ Partners advice. Respectfully, the Commission does not need to agree on every issue to move forward and believes the Commission should continue moving forward and work the process, work on the numbers and work with our partners to develop the hangars. Commissioner Moak believes the hangars are a critical piece to the south entrance to the development. Commissioner Moak stated the Port needs to move the redevelopment forward, not slow down the process.

Commissioner Novakovich is confused about why we are revisiting this topic when a decision was made at the March 26, 2019 meeting to move forward with the City of Kennewick on an RCCF partnership at Columbia Gardens and Vista Field. Commissioner Novakovich expressed his frustration about not moving forward and hopes this pattern does not continue. Furthermore, Commissioner Novakovich does not want to be a Commissioner that walks away from potentially \$1,500,000 of partnership money. Commissioner Novakovich understands Commissioner Barnes's comments; however we have already agreed on a path forward.

Commissioner Moak stated Commissioner Barnes has a right to voice his concerns and that he no longer supports the remodel; however, Commissioners Moak and Novakovich have a right to continue as a majority to move forward. That being said, Commissioner Moak does not feel that the discussion has slowed down the process.

Commissioner Barnes stated, with all due respect to Commissioner Novakovich's comments, the hangar remodel was under the topic of RCCF Partnership Opportunities and he was unaware that the Commission was being asked to increase the budget on the hangar remodel from \$3,000,000 to \$4,500,000 at the last meeting. Commissioner Barnes is trying to be open and candid about everything and believes if the Port moves forward on the public/private partnership on the hangar redevelopment, the timeframe would be shorter. Commissioner Barnes believes it would take two years to design the buildings and backfill the budget, whereas the public/private partnership could move at a faster pace and the Port would have more money for the pop-up retail to support the vibrancy of the development. Commissioner Barnes respects the comments of Commissioners Moak and Novakovich and stated that he is not trying to slow the redevelopment down, but is offering up another course of action.

Commissioner Moak thanked Commissioner Barnes for his comments; however, he does not think the direction to staff is any different than it was two weeks ago. Commissioner Moak appreciates the discussion and other courses of action, but disagrees with the direction that Commissioner Barnes offered. At this time, staff will continue to work through the process and update the Commission on the project frequently.

Mr. Arntzen stated staff will proceed accordingly and keep the Commission apprised. Mr. Arntzen will continue working with Marie Mosley, City Manager, on an RCCF application; however, Mr. Arntzen emphasized that no decisions will be made until the City Council and the Commission review and approve the recommendations. Mr. Arntzen appreciates

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Commissioner Barnes's comments and concern for fiscal responsibility. When the Port embarked on updating the Comprehensive Scheme, it was determined that the Port was a redevelopment agency, which includes taking distressed properties and investing funds to turn the neighborhood. This is what the Port has been doing at Columbia Gardens and Vista Field. Mr. Arntzen stated in the short term, these projects do not meet the economic test for private sector development; however, it provides an opportunity for the public sector to come in and fund these projects until they become self-sufficient. Mr. Arntzen understands Commissioner Barnes's comments and will be cognizant of the budget and will report back regularly.

PRESENTATIONS (continued)

B. Graffiti-Mural Artwork Presentation

Commissioner Novakovich introduced Julian Chavez, a student artist/muralist, who attends Phoenix High School. Commissioner Novakovich believes Mr. Chavez has an excellent idea for an art project a Port property and stated it is awesome to see young people engaged in the community.

Ms. Bader Inglima stated Mr. Chavez is currently doing an art project for Phoenix High School and is interested in finding a venue where he and others can display their art.

Mr. Chavez stated he is interested in creating a legal graffiti wall, which allows kids the opportunity to freely express themselves by using art. Mr. Chavez stated the costs for a legal graffiti wall would be minimal and regulations could be set up to designate where people could paint. Mr. Chavez presented several examples of a public graffiti walls and thanked the Commission for their time.

Commissioner Novakovich thanked Mr. Chavez for his presentation and stated it is a very interesting concept and would like to see it moved forward.

Commissioner Moak thinks it is something the Port should consider and inquired if the Port has spoken with Barb Carter regarding the concept.

Ms. Bader Inglima stated there is an opportunity to sit down with Ms. Carter and Mr. Chavez and explore some opportunities in the future or at least discuss the concept to see if it works in other areas. Ms. Bader Inglima would like to research how other municipalities manage art walls and what kind of space is needed.

Commissioner Moak thanked Mr. Chavez for bringing the concept to our attention and asked staff to research further.

Mr. Arntzen stated staff will follow up on the graffiti wall and he will visit with Ms. Mosley to see what the City's thoughts are. Mr. Arntzen would like to create a safe place and make sure it is a right fit for the Port and the artist. Mr. Arntzen stated it is heartwarming that the community continues to reach out to the Port for one of a kind opportunities.

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REPORTS, COMMENTS AND DISCUSSION ITEMS (continued)

D. Citizen Complaint

Ms. Luke stated on Monday, March 25, 2019 a complaint was received by Port staff. The complaint will be processed in pursuant to Port policy and Ms. Luke will proceed under the requirements of the policy. Ms. Luke will process the complaint in part, but largely an independent legal counsel will handle the complaint. At this time, Ms. Luke is in the process of identifying and retaining independent legal counsel. As a reminder, Port Policy requires the names of the complainant and respondents be held in confidence at this stage. Ms. Luke stated, per Port Policy, the investigation will be conducted confidentially and that any retaliation by the subject of the complaint or directed towards Port staff or any other person as a result of receipt of the complaint is prohibited. Upon completion of the investigation, any findings or recommendations regarding action or potential sanctions will be made public. Ms. Luke anticipates the process will take some time and we will follow all steps of the Port policy. Ms. Luke reiterated that confidentiality will be maintained and no retaliation will be tolerated.

E. Commissioner Meetings (formal and informal meetings with groups or individuals)

Commissioners reported on their respective committee meetings.

F. Non-Scheduled Items

1. Mr. Kooiker thanked Commissioner Moak for his comments regarding the 2017 financial audit. Clifton Larson Allen will begin the 2018 financial audit this June and the State Auditor will audit 2017-2018 in September.

PUBLIC COMMENTS

Scott Musser, 3035 Rickenbacker Drive, Pasco. Mr. Musser appreciates the comments regarding the Vista Field Hangars and Commissioner Barnes's allegiance to the stewardship of the taxpayer's dollars. Mr. Musser asked if staff could provide more information regarding the \$1,500,000 in funds available from the City of Kennewick.

Commissioner Moak asked Mr. Arntzen to contact Mr. Musser directly.

Marie Mosley, 210 West 6th Avenue, Kennewick. Ms. Mosley, City of Kennewick City Manager, thanked the Commission for their partnership at Columbia Gardens and Vista Field. Ms. Mosley stated Mr. Chavez also presented the idea of the graffiti wall to the City of Kennewick City Council, and the Council directed the Arts Commission to work on that concept. City staff is looking forward to working with Mr. Chavez, Ms. Carter, the Arts Commission, and Port staff to find a path forward. Ms. Mosley thanked the Commission for the commitment and confidence in the Port and City staff to continue working together and bringing forward recommendations for potential projects. It is important for the Port and City to continue working together on Columbia Gardens, as well as Vista Field. Ms. Mosley believes there are some great opportunities for partnership and heard very clearly from the Commission that there are items they would like to consider moving forward on. Ms. Mosley and Mr. Arntzen are committed to that and will continue to hear what the Commission and Council are saying and come back with recommendations that will work for both entities. Lastly, City staff recently met with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) and held an afternoon meeting, where TRIDEC and several other community

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representatives joined us to discuss the shoreline reconveyance. During that conversations, the CTUIR suggested that if the City wants a good partnership with the CTUIR, they should emulate what the Port has done. The CTUIR continued to reinforce the partnership that they have with the Port. Ms. Mosley believes the City was able to instill some confidence in their partnership with the CTUIR because of the relationship between the City and the Port.

Boyce Burdick, 414 Snyder Street, Richland. Mr. Burdick agrees with Commissioner Barnes comments regarding the remodeling of the hangars. Mr. Burdick is unaware if the Port has been approached by prospective tenants, but mulled if it would be worthwhile to see if there are tenants who are willing to make a personal investment in the property, thereby reducing the cost to the Port.

No further comments.

COMMISSION COMMENTS

No comments were made.

ADJOURNMENT

With no further business to bring before the Board; the meeting was adjourned 3:13 p.m.

APPROVED:

**PORT of KENNEWICK
BOARD of COMMISSIONERS**

Thomas Moak, President

Don Barnes, Vice President

Skip Novakovich, Secretary



AGENDA REPORT

TO: Port Commission

FROM: Amber Hanchette, Director of Operations & Real Estate

MEETING DATE: April 23, 2019

AGENDA ITEM: Repurchase Option Deadline – Pronghorn, LLC (JMAC)

I. REFERENCE(S):

Resolution 2017-11

Purchase and Sale Agreement dated June 13, 2017

Meeting Minutes June 13, 2017

Statutory Warranty Deed Recorded September 13, 2017

Photos taken of property dated March 21, 2019

II. DISCUSSION:

- Through resolution 2017-11, port commission authorized the sale of 34.66 acres of vacant land to Pronghorn LLC (JMAC) on June 13, 2017.
- Purchase Price - \$154,000.00
- Statutory Warranty Deed recorded September 13, 2017.
- PSA section 10.1 – Obligation to Commence Cement Batch Plant Business.
 - *Construction of facilities required for the cement batch plant shall commence no later than eighteen (18) months from the date the deed is recorded transferring the Seller's title to this land to Purchase. Deadline March 13, 2019.*
- PSA section 10.2 – Failure to Construct and Right to Repurchase.
 - *....Seller shall have the right to repurchase the Property at the same agreed upon price (\$154,000.00) with all closing costs and real estate taxes paid by Purchaser, payable in cash at closing. Seller must give Purchaser written notice of its intent to repurchase the property within sixty months (60) months of the date deed is recorded transferring the Seller's title to this land.... Deadline: September 13, 2022.*
- April 19, 2019 staff spoke with Mike Johnson (JMAC representative). Mr. Johnson indicated that JMAC is still pursuing development of the property. They have been working through the planning phase with representatives at Benton County (Prosser) and discussing approved options for the property as recent as January 2019. JMAC requests an extension to construct on the property of 24 months.

III. ACTION REQUESTED OF COMMISSION:

Acquire, relinquish or extend by 24 months the repurchase option for 34.66 acres at the Twin Tracks Industrial Park sold to Pronghorn LLC (JMAC) via purchase and sale agreement dated June 13, 2017 and Statutory Warranty Deed recorded September 13, 2017.

PORT OF KENNEWICK

RESOLUTION No. 2017-11

***A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF
KENNEWICK AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH
PRONGHORN LLC***

WHEREAS, Pronghorn LLC (Purchaser), has offered to purchase approximately 34.66 acres of the area graphically depicted on "*Exhibit A*" at the Twin Tracks Industrial Park, in Richland, Washington from the Port of Kennewick (Seller) for \$4,443 per acre or approximately \$154,000; and

WHEREAS, Port staff and the Port attorney have reviewed the proposed Purchase and Sale Agreement and find it is in proper form and is in the Port's best interest; and

WHEREAS, the Port Commission finds that said property is surplus to the Port's needs and the proposed sale is consistent with all previous Port policies, including its Comprehensive Scheme of Development.

NOW, THEREFORE; BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick hereby authorizes the Port's Chief Executive Officer to execute a Purchase and Sale Agreement with Pronghorn LLC and hereby authorizes the Port's Chief Executive Officer to execute all documents and agreements on behalf of the Port to complete the transaction as specified above.

BE IT FURTHER RESOLVED that the Port Commission declares that said property is surplus to the Port's needs and the proposed sale as referenced above is consistent with all previous Port policies, including its Comprehensive Scheme of Development.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 13th day of June, 2017.

**PORT of KENNEWICK
BOARD of COMMISSIONERS**

By:


SKIP NOVAKOVICH, President

By:


THOMAS MOAK, Vice President

By:


DON BARNES, Secretary

REAL ESTATE PURCHASE AND SALE AGREEMENT

1. **PARTIES.** THIS AGREEMENT is made and effective on the 13th day of June ~~May~~, 2017,
by and between the

**Port of Kennewick
A Washington Municipal Corporation
350 Clover Island Drive, Suite 200
Kennewick, Washington 99336**

hereinafter "Seller", and

**Pronghorn, LLC
1505 N. Miller Street, Suite 260
Wenatchee, WA 98801**

hereinafter "Purchaser".

2. **PROPERTY.** The Seller agrees to sell, and the Purchaser agrees to purchase, upon the terms and conditions herein specified, that certain real property legally described as set forth in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter "Property." See also Site Plan and Assessor pages attached hereto and incorporated herein by references as Exhibit "B".

**Tax Parcel Nos.: 1-2380-101-1656-003 (15.41 acres)
1-2380-400-0002-000 (10.00 acres)
1-2380-400-0001-000 (8.63 acres)
1-2380-101-1656-001 (0.62 acres)**

3. **PURCHASE PRICE.** The total purchase price is as follows:

The Agreed Price per Square Foot is:	\$0.102 per square foot
The Estimated Square Footage is:	1,509,789.60 square feet / +/- 34.66 acres
The Estimated Total Purchase Price is:	\$ 154,000.00

The Purchase Price, inclusive of any applicable earnest money deposits, shall be paid all in cash at Closing.

4. **EARNEST MONEY.** Receipt is hereby acknowledged of Seven Thousand Seven Hundred and No/100 Dollars (\$7,700.00) delivered as earnest money. Earnest money shall be applied to the Purchase Price at Closing. Earnest money and this Agreement shall be promptly delivered by Seller to the Closing Agent hereinafter designated for the benefit of the parties. Earnest money shall be non-refundable at the end of the feasibility period provided at Paragraph 6.1.2 below unless otherwise specifically provided herein.

5. **TITLE INSURANCE.** The Seller shall provide Purchaser with a standard form owner's policy of title insurance in the amount of the purchase price. The title policy to be issued shall contain no exceptions other than those provided in said standard form plus encumbrances or

defects approved by Purchaser as provided below. As soon as reasonably possible after escrow is opened Purchaser shall be furnished with a preliminary commitment therefore issued by **Benton Franklin Title Company**. Said preliminary commitment shall include legible copies of all documents forming the basis for any special exception set forth.

6. CONTINGENCIES.

6.1 Purchaser's Contingencies. Purchaser's obligation to purchase the Property shall be contingent upon the following:

6.1.1 Condition of Title. Title is to be free of all encumbrances or defects except those approved by Purchaser. The Purchaser shall be considered to have accepted the condition of title unless the Purchaser provides notice of specific written objections within ten (10) business days after Purchaser's receipt of a preliminary commitment as provided for above. If the Seller is not able to provide title in accordance with the Purchaser's written objections prior to closing, this Agreement shall terminate and earnest money shall be refunded.

6.1.2 Feasibility Determination/Environmental Due Diligence. For a period of sixty (60) days from the date of this Agreement, Purchaser may engage consultants or engineers of the Purchaser's choosing to conduct surveys, site studies and tests of the Property as the Purchaser deems necessary. The Purchaser or its agents shall have the right to enter the Property at reasonable times to make such tests, inspections, studies and other investigations as the Purchaser may require, at the Purchaser's expense and risk. During its investigation of the Property, Purchaser shall also have the right to determine if the Property is suitable for Purchaser's contemplated use, that it is properly zoned and that development is feasible. See Section 7 below. Purchaser and its agents shall have full access to the Property for the purpose of conducting Purchaser's inspections and evaluation. Purchaser's feasibility study shall include environmental due diligence. The Purchaser shall indemnify and hold the Seller harmless from any loss, damage or claim arising out of the Purchaser's access to the Property for purposes of making tests, inspections, studies and other investigations. This contingency shall be deemed waived or satisfied unless Purchaser provides written notice to the contrary within said sixty (60) days, in which case this Agreement shall terminate, and earnest money shall be refunded. If this transaction fails to close due to a default by Purchaser, Purchaser shall immediately deliver to Seller copies of any studies or inspections, appraisals or surveys and any and all information which either the Purchaser or Purchaser's consultants have obtained in connection with the feasibility study.

Seller hereby grants Purchaser and its/his agents to go upon the property for purposes of inspection and Purchaser hereby agrees to defend, indemnify and hold Seller harmless from any injury to person or property while performing such inspections.

6.1.3 Survey. Please see copy of two surveys attached hereto and incorporated herein by reference as **Exhibit "C"**.

6.1.4 Environmental Site Assessment. If an environmental assessment is performed, Seller will provide copies of the assessment to Purchaser within five (5) business days of receipt of the assessment. If no environmental assessment is performed by Seller, Purchaser, at its sole expense, may incur cost and services to have said assessment performed on the

property. A copy of the report obtained by the Purchaser shall be provided to Seller within (5) days of receipt.

7. CONDITION OF PROPERTY/"AS IS" SALE. Except as otherwise expressly set forth in this Agreement, Seller makes no representations or warranties and shall not in any way be liable for any representations or warranties, including, without limitation, representations and warranties concerning (a) the physical condition of the Property (including, without limitation, the environmental condition, condition of the soils and groundwater conditions); (b) the Property's suitability for Purchaser's intended use; (c) any applicable building, zoning or fire laws or regulations or compliance therewith or any required permits of any governmental entities or agencies or compliance therewith; (d) the availability or existence of any water, sewer or other utilities (public or private). Purchaser acknowledges that Purchaser is relying on its own examination and inspection of the physical condition of the Property and all matters relating thereto. Seller shall have no obligation to make any repairs to the Property, and Purchaser shall accept the property in its "as is" condition at closing. Purchaser shall assume, as of closing, the responsibility for and risk of all defects and conditions of the Property, including any defects and conditions that cannot be observed by casual inspection. The Parties specifically agree that at closing the Purchaser assumes all environmental liability relating to the Property including without limitation the Washington Model Toxics Control Act ("MTCA"), the Toxic Substances Control Act, the Comprehensive Environmental Response, compensation and Liability Act ("CERCLA"), and the Resource Conservation and Recovery Act ("RCRA"), including without limitation, personal injury to or death of persons whosoever including employees, agents or contractors of the Seller, the Purchaser, or any third party, and damage to property of the Seller, the Purchaser, or any third party.

Purchaser understands that a portion of the Property is subject to two leases and that Purchaser will, at closing, assume these two leases. Attached hereto and incorporated herein by reference as **Exhibit "D"** are true and correct copies of the two leases that will be assumed by Purchaser at closing. Additionally, the above-ground pumps and sprinklers located on the leased portions of the Property are personal property of the tenants and are not included in the purchase of the Property.

8. RISK OF LOSS. Risk of loss or damage to the Property or any part thereof prior to closing shall be assumed by the Seller. If such loss or damage occurs prior to closing this Agreement shall terminate and the earnest money shall be returned to the Purchaser.

9. CLOSING.

9.1 Closing Agent. This transaction shall be closed by Benton Franklin Title Company ("Closing Agent").

9.2 Closing Costs. Closing costs shall be allocated as follows:

Seller	Purchaser
Excise Tax	Recording Fees
Title Insurance Premium	One-Half Closing Fee Costs
One-Half Closing Fee Costs	

Other incidental closing costs shall be paid and/or allocated in accordance with local practice.

9.3 Items to be Prorated. Taxes and assessments for the current year, water and other utilities constituting liens shall be prorated as of date of closing .

9.4 Closing Date - Possession. This transaction shall be closed when all contingencies have been satisfied and waived but in any event no later than **ninety (90) days** from effective date of this Agreement. "Closing" shall be the date on which all documents are recorded and funds are available for disbursement.

9.5 Conveyance. At Closing Seller shall deliver to Purchaser a Statutory Warranty Deed, free of any encumbrance, except leases noted in Paragraph 7 above and the deed restriction set forth below, or defect except those set forth in the preliminary commitment as set forth above.

9.6 Deed Restriction. The Property shall be used for no agricultural purpose without prior written approval from the Seller, such approval shall be given in the Seller's sole discretion.

9.7 Assignment. Neither this Agreement nor the rights hereunder shall be assigned without the prior written consent of Seller, which consent shall not be unreasonably withheld.

10. REPURCHASE OPTION.

10.1 Obligation to Commence Cement Batch Plant Business. The parties agree that the Purchaser's use of the Property shall be to construct and operate a cement batch plant. The cement batch plant shall be built in accordance with the following conditions:

10.1.1 Construction of facilities required for the cement batch plant shall commence no later than eighteen (18) months from the date the deed is recorded transferring the Seller's title to this land to Purchaser;

10.1.2 Commencement of construction will be evidenced by issuance of all required building/construction/business permits and approvals together with actual commencement of on-site construction;

10.1.3 Seller shall have the right to approve all aspects of the site design, which approval shall not be unreasonably withheld or delayed.

10.2 Failure to Construct and Right to Repurchase. Subject to force majeure, the parties agree that in the event construction of the cement batch plant facilities, or some other mutually agreed upon utilization of the Property, has not begun (evidenced as set forth in 10.1.2 above) Seller shall have the right to repurchase the Property at the same agreed upon price (\$154,000.00), with all closing costs and real estate taxes paid by Purchaser, payable in cash at closing. Seller must give Purchaser written notice of its intent to repurchase the property within sixty (60) months of the date deed is recorded transferring the Seller's title to this land. In the event this repurchase provision is invoked, payment for improvements made to the site by the Purchaser which benefit the future development of the Property shall be made by Seller. Value of improvements which benefit the Property shall be established, unless otherwise agreed by the parties, from the average of two appraisals (one obtained by Seller and one obtained by Purchaser) performed to determine the residual value of site improvements made by the

Purchaser.

Closing for the repurchase of the Property shall occur in accordance with the terms of paragraph 9 above, except that Purchaser shall bear all closing costs unless otherwise agreed between the parties, and closing shall occur no later than fifteen (15) days after delivery of the Seller's written notice. Upon closing, Purchaser shall immediately vacate and redeliver possession of the Property to the Seller. At closing, the Purchaser will execute a statutory warranty deed re-conveying the Property to Seller and this Agreement shall be void and of no further force or effect.

10.3 No Assignment or Encumbrances. Purchaser shall not assign, encumber or transfer any right or interest in the Property during the first eighteen (18) months after deeds are recorded transferring the Seller's title to this land without the Seller's written approval, which approval shall not be unreasonably withheld.

10.4 Hold Harmless. Further and in consideration of the terms hereof, in the event the Seller repurchases the Property, Purchaser shall release and hold Seller harmless and shall indemnify and defend Seller from any and all claims, demands, liens, or encumbrances arising out of or connected with this Agreement and the Property.

11. Notices. All notices required by this Agreement shall be considered properly delivered when (1) personally delivered, (2) when transmitted by email showing date and time of transmittal, or (3) delivered by regular overnight courier, or 4) delivered or mailed by U.S. registered or certified mail, return receipt requested, and if mailed, shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Purchaser: Pronghorn, LLC
1505 N. Miller Street, Suite 260
Wenatchee, WA 98801
(509)423-7494
(701)580-4667 Cell
Fax (509)423-7497
Email: deang@imacresources.com

Seller: Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, Washington 99336

Attn: Tim Amtzen, Chief Executive Officer
Phone No.: (509)586-1186
Email: Amber@portofkennewick.org

With copy to: Carney Badley Spellman, P.S.
701 Fifth Avenue, Suite 3600
Seattle WA 98104

Attn: Lucinda J. Luke, Port Counsel
Phone No.: (206)607-4111
Email: luke@carneylaw.com

12. MISCELLANEOUS.

12.1 Confidentiality. Both parties agree that this transaction shall remain completely confidential and shall not be disclosed to any other third party without the express written consent of the Purchaser and/or Seller, except as may be required by law. Purchaser acknowledges that Seller is subject to Washington State's Public Records Act.

12.2 Default Remedies. If either party defaults under this Agreement, the non-defaulting party may seek specific performance of this Agreement, damages or any other remedy available at law or equity.

12.3 Dispute Resolution/Attorney's Fees. In the event of any claim or dispute arising under this Agreement, the parties agree to submit the same to binding arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of, and upon seven (7) days' notice from, any party. The arbitrator so appointed shall be a retired superior court judge or an attorney having at least ten years' experience in matters similar to the subject of the claim or dispute. The court may establish the ground rules by which the initial arbitrator fees are to be paid. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The arbitrator shall determine an award of reasonable attorney's fees and costs and expenses to the substantially prevailing party. If any suit or other proceeding is instituted by either party that is alleged not to come within the foregoing agreement for arbitration, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and all costs and expenses incurred.

12.4 Time of Essence. Time is of the essence of this Agreement.

12.5 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific [Daylight] Time.

12.6 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue for any dispute arising out of or related to this Agreement shall be exclusively in Benton County, Washington.

12.7 Authority to Execute Agreement. Each of the undersigned represents and warrants that, if not signing on his own behalf, he has the authority to bind the entity for which he/she is executing this Agreement.

12.8 Entire Agreement. There are no verbal or other agreements which modify or affect this Agreement, and Purchaser and Seller acknowledge that this Agreement constitutes the full and complete understanding between Purchaser and Seller.

12.9 Amendments. This Real Estate Purchase and Sale Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.

12.10 Broker Compensation. Both Purchaser and Seller warrant to the other that it has not incurred a brokerage commission for which the other party would be responsible. Except as specifically disclosed herein, neither party has had any contact or dealings regarding said property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplating this Agreement. If any broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages, including attorney's fees and costs, arising out of that claim.

12.11 Obligations to Survive Closing. The obligations contained herein shall survive closing.

12.12 Termination. Unless otherwise agreed between the parties, this Agreement shall terminate unless signed by Purchaser and returned to Seller before 5:00 p.m. the third business day following the Port of Kennewick's next scheduled Commission meeting.

13.0 Exhibits. The following exhibits are attached hereto and made a part of this Agreement by reference:

- Exhibit A - Legal Description
- Exhibit B - Site Plan & Assessor pages
- Exhibit C - Surveys
- Exhibit D - Susilla & Erickson Leases

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

SELLER:

Dated: 6/27/17

Approved: [Signature]

Nick Kooiker, Port Auditor

Date: 6/22/17

Port of Kennewick

A Washington Municipal Corporation

By Authority of its Board of Commissioners

By: [Signature]

Tim Arntzen, Chief Executive Officer

Approved as to form: [Signature]

Lucinda J. Luke, Port Counsel

Date: 6/26/17

PURCHASER:

Dated: 5/22/17

Pronghorn, LLC

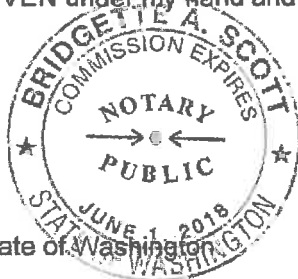
By: [Signature]

ACKNOWLEDGEMENTS

State of Washington)
)ss
County of Benton)

On this day personally appeared before me Tim Arntzen to me known to be the **Chief Executive Officer** of the **Port of Kennewick**, the municipal 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 he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 27 day of June, ²⁰¹⁷~~2018~~ _{ELS}



Bridgette A. Scott
Notary Public in and for the State of Washington
Residing at: Richland
My Commission Expires: 06-01-2018

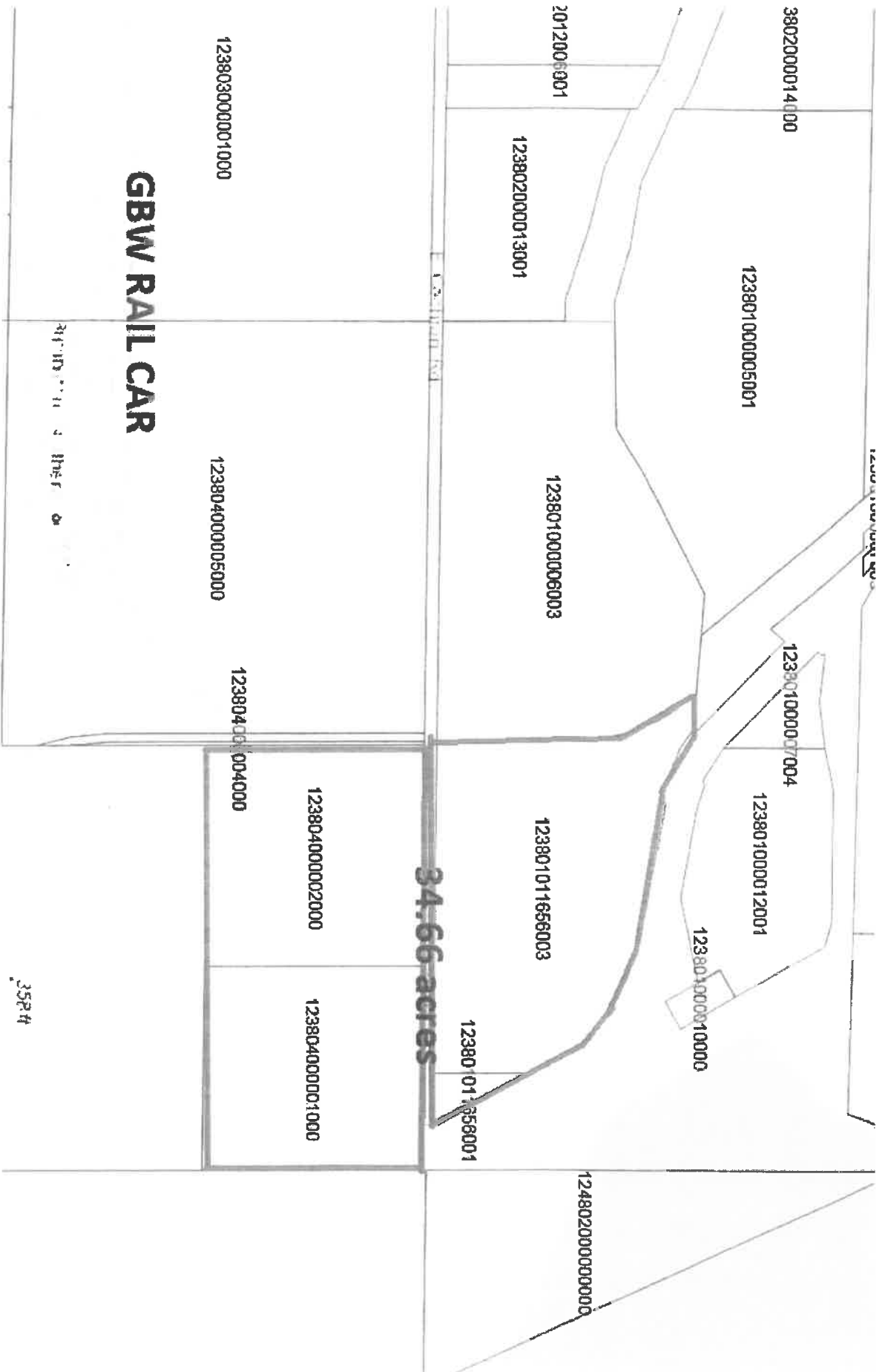
State of Washington)
)ss
County of Benton)

On this day personally appeared before me Jon M. Hs to me known to be the Jon McCrary of Pronghorn, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 22 day of May, 2017.



Lori Smith
Notary Public in and for the State of Washington
Residing at: Chelan County
My Commission Expires: 1-1-19



PORT OF KENNEWICK REGULAR COMMISSION MEETING

JUNE 13, 2017 MINUTES

REPORTS, COMMENTS AND DISCUSSION ITEMS

A. Twin Tracks (Pronghorn LLC) Land Sale; Resolution 2017-11

Ms. Hanchette stated the Port has received an offer to purchase heavy industrial vacant land in the Port-owned Twin Tracks Industrial Park. The property is approximately 34.66 acres with access to the SR397/Piert Road truck route. The offer by Pronghorn LLC, parent company of JMAC Resources, is for a purchase price of \$4,443 per acre or approximately \$154,000.00, which is in excess of the \$153,000.00 appraised value. The property has been in the Port's portfolio for several decades and has been marketed by the Port for a number of years. JMAC Resources is located in Wenatchee and Dean Gill, JMAC Resources Business Manager is here today to answer any questions the Commission may have. JMAC Resources intends to construct a concrete batch plant facility with office, scales, stockpile and gravel along with parking for approximately fifty vehicles. JMAC Resources will add up to 30 new jobs to the community comprised of administrative support staff, plant operations and truck drivers. This will be a new Tri-Cities business.

Mr. Barnes inquired how the Port property was marketed and asked what the asking price of the property was, prior to the appraisal.

Ms. Hanchette stated the Port marketed the property on the Port website and when TRIDEC was searching for industrial development land for a special project, Ms. Hanchette referred to Twin Tracks. Furthermore, when Ms. Hanchette received calls regarding industrial development land she has suggested the property. Ms. Hanchette stated the Port had not established an asking price, so when an offer came in above the appraised value, that became the baseline for the asking price.

PUBLIC COMMENT

Dean Gill of JMAC Resources stated the location of the property and proximity to Interstate 84 works well for their company.

Motion: Commissioner Moak moved for approval of Resolution 2017-11 authorizing the Port's Chief Executive Officer to execute all necessary documentation associated with the land sale to Pronghorn LLC and to take all other action necessary to close this transaction; Commissioner Barnes seconded. With no further discussion, motion carried unanimously. All in favor 3:0.

B. Letter Supporting TRIDEC and AREVA's efforts to Bring NuScale to the Tri-Cities; Resolution 2017-12

Mr. Arntzen reported TRIDEC and AREVA recently requested a letter of support from the Port of Kennewick and other area agencies to recruit NuScale, a company that designs and markets small modular reactors to the area. Mr. Arntzen presented Resolution 2017-12 and inquired if the Commission had any further questions.

Mr. Novakovich stated the Port has no obligation of resources other than the letter of support and believes this is a valuable project for our community.

When recorded return to:

Pronghorn, LLC
1505 N. Miller Street, Suite 280
Wenatchee, WA 98801

129803 - \$10.00 - AAC - 09/13/2017 - Benton County

BENTON FRANKLIN TITLE CO.

STATUTORY WARRANTY DEED

BF4884

The Grantor, **Port of Kennewick, a Municipal Corporation**

for and in consideration of **Ten Dollars and other valuable consideration**

In hand pays, conveys, and warrants to **Pronghorn, LLC, a North Dakota limited liability company**

the following described real estate, situated in the County of Benton, State of Washington:

SEE ATTACHED EXHIBIT "A"

AND Lot 2
Abbreviated Legal: **LOT 1, SHORT PLAT NO. 1656, PTN SE4 NE4 23-8-30, PTN NE4 NE4 SE4 23-8-30 and PTN NE4 SE4 23-8-30**

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreement of record, if any.

ALSO SUBJECT TO the Restriction that the subject property shall be used for no agricultural purpose without prior written approval from the Grantor, such approval shall be given in the Grantor's sole discretion.

Tax Parcel Number(s): **1-2380-101-1656-003, 1-2380-400-0002-000, 1-2380-400-0001-000, 1-2380-101-1656-001**

Dated: **September 12, 2017**

PORT OF KENNEWICK, a Washington Municipal Corporation


Tim Arntzen, Chief Executive Officer

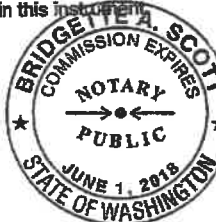
STATE OF **Washington**

} ss.

COUNTY OF **Benton**

I certify that I know or have satisfactory evidence that **Tim Arntzen** (is/are) the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the **Chief Executive Officer of Port of Kennewick** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: **9/12/2017**





Notary Printed Name: **Bridgette A. Scott**
Notary Public in and for the State of Washington
Residing at: **Richland**
My appointment expires: **06-01-2018**

EXHIBIT "A"

PARCEL A

LOT 1, SHORT PLAT NO. 1656, ACCORDING TO THE SURVEY THEREOF RECORDED JANUARY 20, 1989, UNDER AUDITOR'S FILE NO. 89-884, RECORDS OF BENTON COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO BENTON COUNTY FOR ROAD UNDER AUDITOR'S FILE NO. 2012-011002, AND AMENDED BY AUDITOR'S FILE NO. 2012-023369.

PARCEL B

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

LOT 2, SHORT PLAT NO. 1656, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1656, RECORDS OF BENTON COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF DEEDED TO BENTON COUNTY FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 2012-023369, AN AMENDMENT OF 2012-011002;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 LYING NORTHERLY OF THE NORTH LINE OF SAID LOT 2, SHORT PLAT 1656 AND LYING SOUTHWESTERLY OF THAT PORTION DEEDED TO BENTON COUNTY FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 2012-023369, AN AMENDMENT OF 2012-011002;

AND TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 LYING SOUTHERLY OF THE NORTH LINE OF THE ARMY CORPS OF ENGINEERS DRAINAGE EASEMENT, AS DESCRIBED UNDER AUDITOR'S FILE NOS. 289420 AND 288445, LYING EASTERLY OF THE EAST LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY AS DESCRIBED UNDER AUDITOR'S FILE NO. 721082, AND LYING SOUTHWESTERLY OF THE SOUTHWEST LINE OF THAT PORTION DEEDED TO BENTON COUNTY FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 2012-023369, AN AMENDMENT OF 2012-011002;

EXCEPT RIGHT OF WAY FOR COCHRAN ROAD BEING THE SOUTH 20.00 FEET THEREOF.

PARCEL C

THE EAST 641.90 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY, WASHINGTON; EXCEPT COCHRAN ROAD RIGHT OF WAY. AND EXCEPT THAT PORTION THEREOF DEEDED TO BENTON COUNTY FOR ROAD PURPOSES UNDER AUDITOR'S FILE NO. 2012-023369, AN AMENDMENT OF 2012-011002.

PARCEL D

THE NORTH 678.65 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M., BENTON COUNTY, WASHINGTON; EXCEPT THE EAST 641.98 FEET; ALSO EXCEPT THE WEST 13.05 FEET; ALSO EXCEPT COCHRAN ROAD RIGHT OF WAY.



March 21, 2019 – No evidence of construction or stockpiling on the Twin Tracks property sold to Pronghorn LLC(JMAC)

March 21, 2019 – No evidence of construction or stockpiling on the Twin Tracks property sold to Pronghorn LLC(JMAC)



PORT OF KENNEWICK

RESOLUTION No. 2019-08

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK AUTHORIZING
THE PURCHASE OF VACANT LAND FROM
PRONGHORN LLC***

WHEREAS, Pronghorn LLC (Purchaser), purchased 34.66 acres of vacant land from the Port of Kennewick on June 13, 2017 in Kennewick, Washington and graphically depicted on “*Exhibit A*”; and

WHEREAS, a restriction to the Statutory Warranty Deed recorded September 13, 2017 allows the Port of Kennewick the option to repurchase the property should the Purchaser not develop the property within eighteen months of closing; and

WHEREAS, the Port Commission desires to execute said repurchase option according to the terms outlined in the Statutory Warranty Deed;

NOW, THEREFORE; BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick hereby authorize the Port’s Chief Executive Officer to enter into negotiations with representatives for Pronghorn LLC on behalf of the Port.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 23rd day of April, 2019.

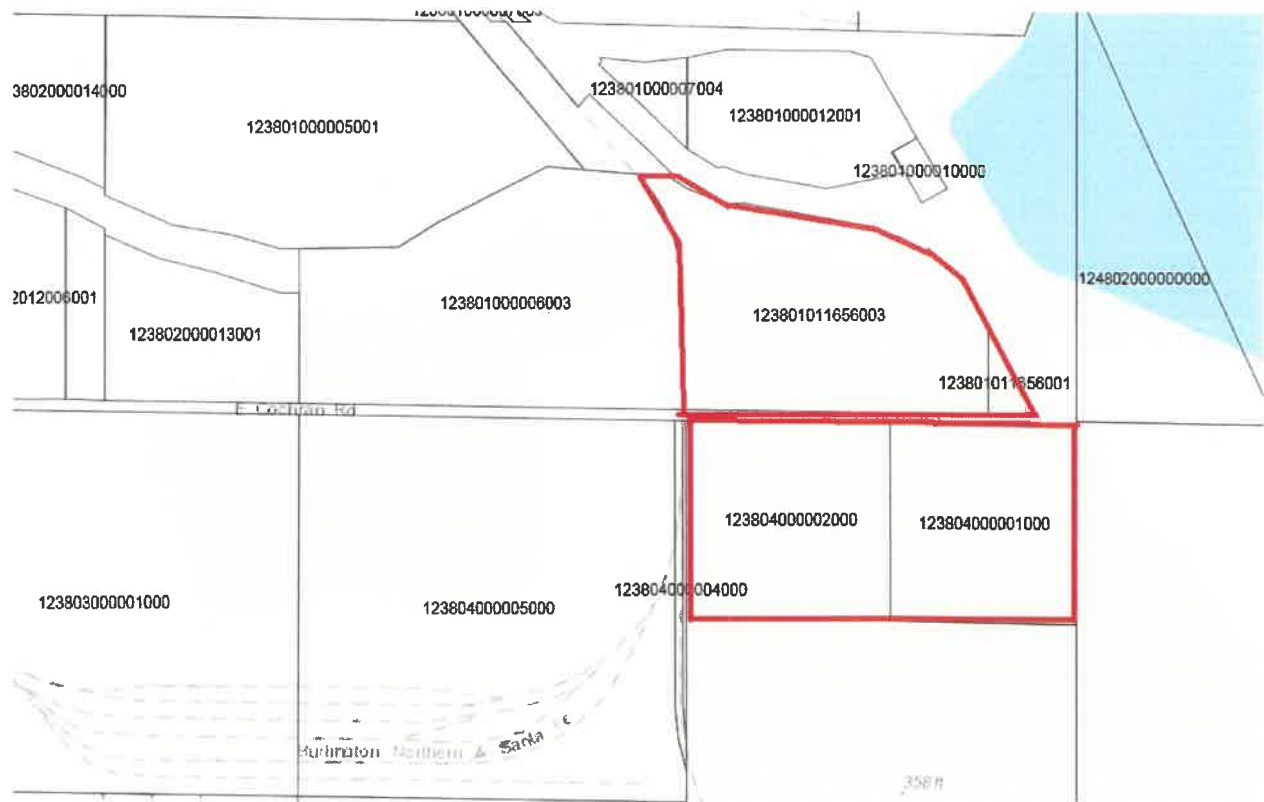
***PORT of KENNEWICK
BOARD of COMMISSIONERS***

By: _____
THOMAS MOAK, President

By: _____
DON BARNES, Vice President

By: _____
SKIP NOVAKOVICH, Secretary

Resolution 2019-xx
Exhibit A



PORT OF KENNEWICK

RESOLUTION No. 2019-08

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK AUTHORIZING
THE RELEASE OF BUYBACK CLAUSE ON A 2017 LAND SALE TO
PRONGHORN LLC***

WHEREAS, Pronghorn LLC (Purchaser), purchased 34.66 acres of vacant land from the Port of Kennewick on June 13, 2017 in Kennewick, Washington and graphically depicted on “*Exhibit A*”; and

WHEREAS, a restriction to the Statutory Warranty Deed recorded September 13, 2017 allows the Port of Kennewick the option to repurchase the property should the Purchaser not develop the property within eighteen months of closing; and

WHEREAS, the Port Commission finds that said property is outside the scope of the Port’s current Comprehensive Scheme of Development and releases such repurchase option from said property.

NOW, THEREFORE; BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick hereby authorize the Port’s Chief Executive Officer to execute all documents and agreements on behalf of the Port to complete the release of the repurchase option as specified above.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 23rd day of April, 2019.

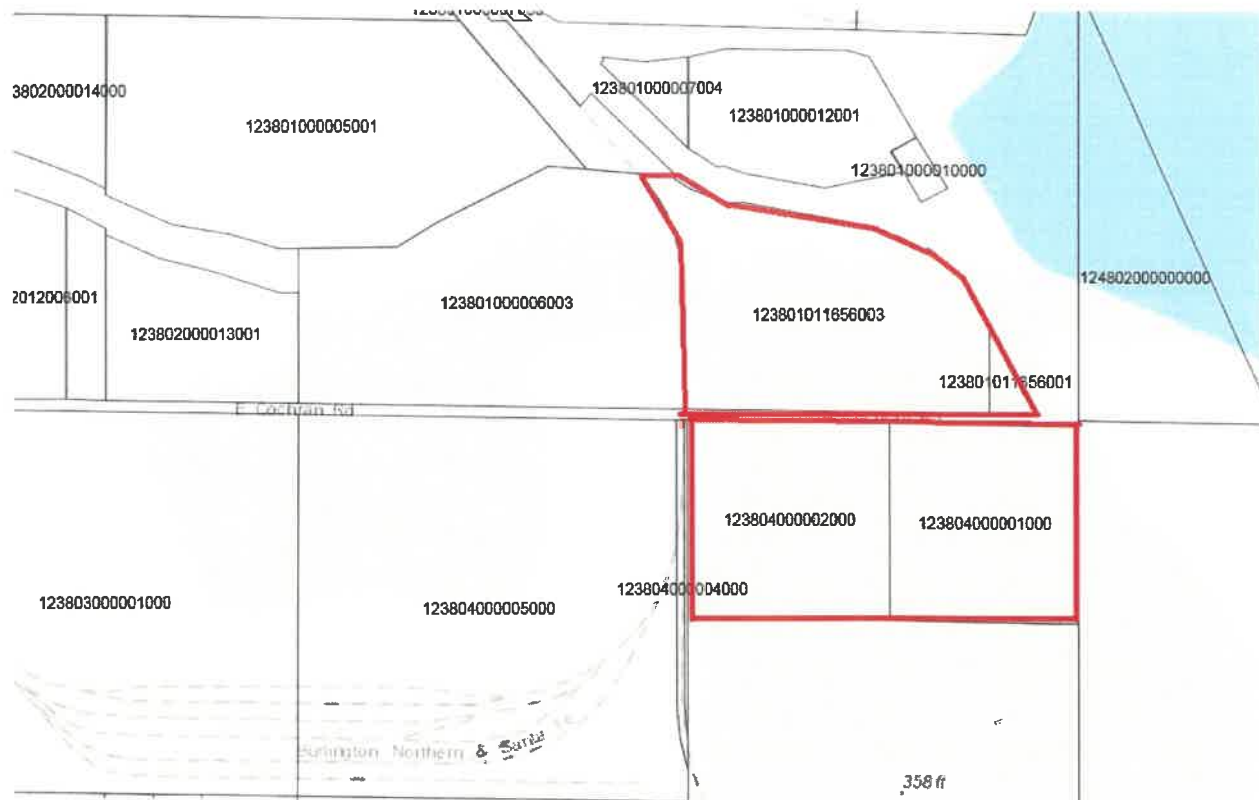
***PORT of KENNEWICK
BOARD of COMMISSIONERS***

By: _____
THOMAS MOAK, President

By: _____
DON BARNES, Vice President

By: _____
SKIP NOVAKOVICH, Secretary

Resolution 2019-xx
Exhibit A



PORT OF KENNEWICK

RESOLUTION No. 2019-08

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK AUTHORIZING
A 24 MONTH EXTENSION OF OBLIGATION TO CONSTRUCTION FOR A
2017 LAND SALE TO PRONGHORN LLC***

WHEREAS, Pronghorn LLC (Purchaser), purchased 34.66 acres of vacant land from the Port of Kennewick on June 13, 2017 in Kennewick, Washington and graphically depicted on “*Exhibit A*”; and

WHEREAS, a restriction to the Statutory Warranty Deed recorded September 13, 2017 allows the Port of Kennewick the option to repurchase the property should the Purchaser not develop the property within eighteen months of closing; and

WHEREAS, the Port Commission agrees to a 24 month extension of obligation to construct per PSA section 10.1 of the original agreement.

NOW, THEREFORE; BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick hereby authorize the Port’s Chief Executive Officer to execute all documents and agreements on behalf of the Port to complete the extension as specified above.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 23rd day of April, 2019.

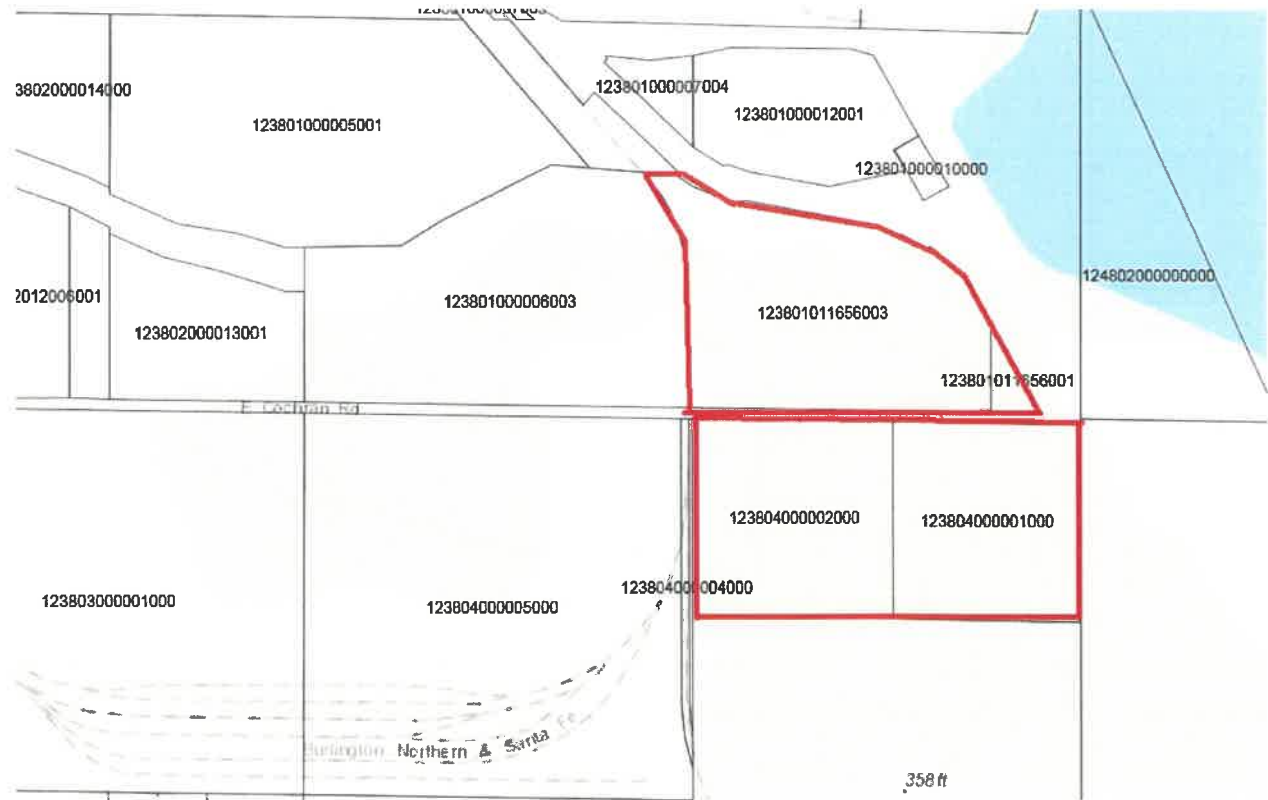
***PORT of KENNEWICK
BOARD of COMMISSIONERS***

By: _____
THOMAS MOAK, President

By: _____
DON BARNES, Vice President

By: _____
SKIP NOVAKOVICH, Secretary

Resolution 2019-xx
Exhibit A





PORT of KENNEWICK

COMMISSIONERS | DON BARNES | THOMAS MOAK | SKIP NOVAKOVICH

April 23, 2019

Mr. Eric Johnson
Washington Public Ports Association
P.O. Box 1518
Olympia, WA 98507

RE: 2021 Spring Conference

Dear Mr. Johnson,

Please accept this letter of invitation to the Washington Public Ports Association to consider the Tri-Cities as a host site for the 2021 Spring Conference.

We are confident that the Tri-Cities will provide a memorable experience for each conference attendee. The Tri-Cities features beautiful weather, riverside parks and trails, award-winning wineries, celebrated artworks, iconic landmarks, and numerous other attractions throughout the community. In addition, a variety of cultural, historical, and recreational experiences are available to enhance the conference agenda.

Indeed, a number of exciting Port of Kennewick-led projects will surely interest WPPA delegates. From the vibrancy of a new urbanism development at *Vista Field*, to the viticultural and culinary treats offered at the *Columbia Gardens Wine & Artisan Village*—we know your delegates will find ideas and inspiration applicable to their own communities. Vista Field is immediately adjacent to the Convention Center which is proposed as host site for WPPA's meeting. At Vista Field, a trio of jurisdictional partners are working to transform that 103-acre former airfield into a walkable, bikeable, transit-oriented regional town center. Construction of Phase One began in spring 2019 with addition of a linear park with water features that connects to the host hotel and convention center on Grandridge Boulevard. At the Columbia Gardens Wine & Artisan Village, award-winning wineries and gourmet food trucks will tempt your delegates with tasty treats as they explore Kennewick's historic riverfront. From a quiet pathway overlooking a scenic pond, to whimsical artworks and sun-dappled patios offering resplendent views of Columbia River sunsets, we have created destination gathering places for our region and are excited to share the Port of Kennewick's accomplishments and partnership projects with WPPA delegates.

We recognize the importance of the Washington Public Ports Association, and as Commissioners of the Port of Kennewick we urge you to choose Kennewick for the 2021 Spring Conference.

Sincerely,

Thomas Moak
President

Don Barnes
Vice President

Skip Novakovich
Secretary