

Port of Kennewick will provide telephonic, video access, and in-person participation options to the public.

To participate by telephone, please call in at: 1-866-899-4679, Access Code: 807-661-917

Or, join on-line at the following link: <https://meet.goto.com/807661917>

## AGENDA

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

January 27, 2026  
2:00 p.m.

- I. CALL TO ORDER**
- II. ANNOUNCEMENTS AND ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- V. CONSENT AGENDA**
  - A. Approval of Direct Deposit and ePayments January 16, 2026
  - B. Approval of Warrant Register Dated January 27, 2026
  - C. Approval of Regular Commission Meeting Minutes January 13, 2026
  - D. Approval of 2026-2027 Commission Organization Representation
  - E. Approval to Ratify the Rural County Capital Funds Disbursement for the "Vista Field - Azure Drive Parking & Utilities Improvements Project"; Resolution 2026-02
- VI. NEW BUSINESS**
  - A. Vista Field Clean Up Action Plan ([TIM](#))
- VII. ACTION ITEM**
  - A. Oak Street Industrial Park – Purchase and Sale Agreement; Resolution 2026-01 ([AMBER](#))
- VIII. PRESENTATION**
  - A. Comp Scheme ([LARRY](#))
- IX. REPORTS, COMMENTS AND DISCUSSION ITEMS**
  - A. Introduction of new Director of Governmental Relations ([TIM](#))
  - B. CEO Report (if needed) ([TIM](#))
  - C. Commission Meetings (formal and informal meetings with groups or individuals)
  - D. Non-Scheduled Items  
([LISA](#)/[BRIDGETTE](#)/[TANA](#)/[NICK](#)/[LARRY](#)/[AMBER](#)/[MICHAEL](#)/[DAVID](#)/[CAROLYN](#)/[TIM](#)/[KEN](#)/[RAUL](#)/[SKIP](#))
- X. PUBLIC COMMENT** *(Please state your name and address for the public record)*
- XI. ADJOURNMENT**

**PLEASE SILENCE ALL NOISE MAKING DEVICES**



# PORT OF KENNEWICK REGULAR COMMISSION MEETING

DRAFT

JANUARY 13, 2026 MINUTES

Commission Meeting recordings, with agenda items linked to corresponding audio, can be found on the Port's website at: <https://www.portofkennewick.org/commission-meetings-audio/>

Commission President Skip Novakovich called the Regular Commission Meeting to order at 2:00 p.m.

## ANNOUNCEMENTS AND ROLL CALL

**The following were present:**

**Board Members:** Skip Novakovich, President  
Kenneth Hohenberg, Vice President (via telephone)  
Raul Contreras Gonzalez, Secretary

**Staff Members:** Tim Arntzen, Chief Executive Officer  
Nick Kooiker, CFO/Deputy Chief Executive Officer  
Larry Peterson, Director of Planning  
Amber Hanchette, Director of Real Estate  
Michael Boehnke, Director of Operations  
Bridgette Scott, Executive Assistant (via telephone)  
Lisa Schumacher, Special Projects Coordinator  
David Phongsa, Marketing/Capital Projects Coordinator  
Carolyn Lake, Port Counsel (via telephone)

## OATH OF OFFICE

Ms. Yates performed the Oath of Office for Commissioner Raul Contreras Gonzalez (*Exhibit A*).

## PLEDGE OF ALLEGIANCE

Commissioner Contreras Gonzalez led the Pledge of Allegiance.

## PUBLIC COMMENT

No comments were made.

## CONSENT AGENDA

- A. Approval of Direct Deposit and E-Payments Dated December 17, 2025**  
Direct Deposit and E-Payments totaling \$123,235.41
- B. Approval of Direct Deposit and E-Payments Dated December 30, 2025**  
Direct Deposit and E-Payments totaling \$109,617.53
- C. Approval of Warrant Register Dated December 22, 2025**  
Expense Fund Voucher Number 107527 through 107566 for a grand total of \$240,603.35
- D. Approval of Warrant Register Dated December 31, 2025**  
Expense Fund Voucher Number 107567 through 107582 for a grand total of \$47,883.68
- E. Approval of Warrant Register Dated January 13, 2026**  
Expense Fund Voucher Number 107583 through 107626 for a grand total of \$296,209.16

# PORT OF KENNEWICK REGULAR COMMISSION MEETING

JANUARY 13, 2026 MINUTES

**DRAFT**

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## *F. Approval of Regular Commission Meeting Minutes December 9, 2025*

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

### **ACTION ITEM**

#### *A. 2026-2027 Election of Officers*

Mr. Arntzen gave a brief overview of the election of officers for the 2026-2027 term.

Commissioner Novakovich inquired if Commissioner Hohenberg would be willing to serve as President.

Commissioner Hohenberg stated he is willing to serve in whatever capacity.

**MOTION:** *Commissioner Novakovich moved for the approval of the following slate of officers for the Port of Kennewick Board of Commissioners for the 2026-2027 years, effective January 1, 2026; President, Commissioner Hohenberg; Commissioner Novakovich, Vice President; and Secretary Commissioner Raul Contreras Gonzalez; Commissioner Contreras Gonzalez seconded.*

### **PUBLIC COMMENT**

No comments were made.

#### *Discussion*

Commissioner Hohenberg stated Commissioner Novakovich did a great job over serving as President over the last 4 years and stated it added stability to what the Commission was trying to accomplish. Commissioner Hohenberg offered congratulations to Commissioner Contreras Gonzalez and is excited for the next few years.

Commissioner Contreras Gonzalez thanked the Commission and stated he is excited for the future.

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

Commissioner Novakovich stated the Commission Policies and Procedures state officers take their new position at the next Commission Meeting; therefore, he will continue to run the remainder of this meeting.

#### *B. 2026-2027 Commission Organization Representation*

Mr. Arntzen presented the draft 2026-2027 organization representation chart for Commission discussion (*Exhibit B*).

The Commission discussed the organizational chart and determined Commission representation for each local board. The Commission will provide their non-port appointed committees/boards

# PORT OF KENNEWICK

## REGULAR COMMISSION MEETING

JANUARY 13, 2026 MINUTES

**DRAFT**

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to Ms. Scott prior to the next Commission Meeting for approval.

### REPORTS, COMMENTS AND DISCUSSION ITEMS

#### *A. Vista Field*

Ms. Hanchette briefed the Commission on the construction progress at Vista Field for Blueberry Bridal and Kuki Izakayi (*Exhibit C*).

#### *B. Kennewick Waterfront*

Mr. Phongsa reported that the second annual photos with Santa and Mrs. Claus at Columbia Gardens was a success (*Exhibit D*). Mr. Phongsa stated Columbia Gardens Wine and Artisan Village will be going through a rebranding process and will now be known as Columbia Gardens Artisan Village. The Port will be changing out the signage and wayfinding this year to reflect the new name.

#### *C. CEO Report*

Mr. Arntzen reported on the following:

- 6% vacancy rate at the Clover Island Marina;
- Congress for the New Urbanism Conference will be held in Bentonville Arkansas on May 12-16, 2026;
- Mr. Arntzen and Commissioner Contreras Gonzalez will travel to Miami to meet the DPZ team;
- At future Commission Meetings, staff will review important documents such as Delegation of Authority, Commission Policy and Procedures; and Work Plan.

#### *D. Commissioner Meetings (formal and informal meetings with groups or individuals)*

Commissioners reported on their respective committee meetings.

#### *E. Non-Scheduled Items*

Ms. Scott stated once the Commission approves the Commission Organization Representation Chart is approved, please accept the calendar invites.

Ms. Hanchette stated at the last meeting, Commission and staff discussed the potential land sale at 1620 E 7<sup>th</sup> Avenue. The Port owns the property; however, Wes Meares, owner of Western Equipment Sales/Supply and Design, owns the buildings. With the Commission's permission, the Port and Mr. Meares have accepted a proposal for purchase of the land and the buildings. Ms. Hanchette is working on the due diligence and purchase and sale agreement and will present the details at next meeting for Commission consideration.

Mr. Arntzen reported that Port and City of Kennewick staff met for their joint meeting to discuss joint projects and matters.

Commissioner Contreras Gonzalez thanked staff and Commission for welcoming him and accommodating the audience and stated he is excited to serve the Port for the next 6 years.

**PORT OF KENNEWICK  
REGULAR COMMISSION MEETING**

**JANUARY 13, 2026 MINUTES**

**DRAFT**

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**PUBLIC COMMENTS**

No comments were made.

**ADJOURNMENT**

With no further business to bring before the Board; the meeting was adjourned at 3:10 p.m.

**APPROVED:**

**PORT of KENNEWICK  
BOARD of COMMISSIONERS**

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*Kenneth Hohenberg, President*

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*Skip Novakovich, Vice President*

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*Raul Contreras Gonzalez, Secretary*

**OATH OF OFFICE**

**STATE OF WASHINGTON )**

**: ss**

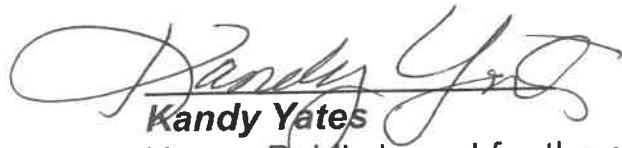
**COUNTY OF BENTON )**

**I, RAUL CONTRERAS GONZALES, do solemnly swear that I will support the Constitution of the United States and the Constitution and laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of PORT OF KENNEWICK COMMISSIONER, DISTRICT 2, for a six-year term according to the law, to the best of my ability.**



**RAUL CONTRERAS GONALZEZ**

**SUBSCRIBED AND SWORN to before me this 13<sup>th</sup> day of January, 2026.**



**Kandy Yates**

Notary Public in and for the state of Washington, residing in city of Pasco.

STATE OF WASHINGTON,  
County of Benton } ss.

## NOTICE OF ELECTION

To Raul Contreras Gonzalez

DEAR SIR/MADAM:

You are hereby notified that you received the highest number of votes cast for the office of Port of Kennewick – Commissioner District 2 for a 6- year term at the General Election held in the above County and State, on the 4th day of November 2025, and will be given a Certificate of Election on taking the oath of office.



IN WITNESS WHEREOF, I have hereunto set my hand and seal this  
25<sup>th</sup> day of November 2025.

Brenda Chilton

Benton County Auditor

STATE OF WASHINGTON,  
County of Benton } ss.

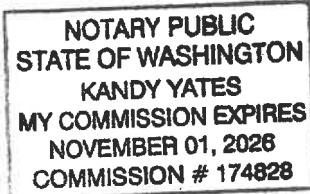
## OATH OF OFFICE

I, Raul Contreras Gonzalez do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Washington, and that I will faithfully and impartially perform and discharge the duties of the office of Port of Kennewick – Commissioner District 2 according to law, to the best of my ability.

A handwritten signature in black ink, appearing to be "Raul Contreras Gonzalez", is written over a horizontal line.

Subscribed and sworn to before me this 13<sup>th</sup> day of January, 2026

Kandy Yates County Auditor.  
or any other person empowered to administer oaths.





**DRAFT**  
**PORT of KENNEWICK**  
**2026-2027 COMMISSION ORGANIZATION REPRESENTATION**

NAME	MEETING SCHEDULE	MEETING TIME	MEETING PLACE	2026-2027 COMMISSIONER REPRESENTING POK	2024-2025 COMMISSIONER REPRESENTING POK	2024-2025 COMMENTS
Benton-Franklin Council of Governments <b>Board of Directors (BOD)</b>	3rd Friday	10:00 AM	BFCOG Conference Room 587 Stevens Drive, Richland		Commissioner <b>Skip Novakovich</b>	Alternate: Commissioner Ken Hohenberg
Confederated Tribes of the Umatilla Indian Reservation (CTUIR)	As Called				Commissioner <b>Skip Novakovich</b>	Alternate: Tim Arntzen
Historic Downtown Kennewick Partnership <b>Board Meeting</b>	1st Wednesday	5:30 PM	HDKP Conference Room 30 N. Benton St		Commissioner <b>Thomas Moak</b>	Alternate: Commissioner Skip Novakovich
Port of Kennewick CEO Performance Evaluation Committee	varies				Commissioner <b>Ken Hohenberg</b>	
Tri-Cities Hispanic Chamber of Commerce (Luncheon)	3rd Tuesday	11:30 AM	Pasco Red Lion/Hapo Center		Commissioner <b>Skip Novakovich</b>	Alternate: Commissioner Ken Hohenberg
Tri-City Regional Chamber <b>Board of Directors Meeting</b>	3rd Wednesday every other month	7:30 AM	Tri-Cities Business & Visitor Center Bechtel Board Room		Tana Bader Inglima	Alternate: Tim Arntzen Commissioner Skip Novakovich Meets Feb, April, June, August, October, December
Visit Tri-Cities (formerly Tri-Cities Visitor & Convention Bureau) <b>(Full Board Meeting)</b>	4th Wednesday	7:30 AM	Tri-Cities Business & Visitor Center Bechtel Board Room	Tana Bader Inglima	Tana Bader Inglima (effective July 2024)	Alternate: Tim Arntzen (effective July 2024)
Tamastslikt Trust Board for the CTUIR	As Called				Commissioner <b>Skip Novakovich</b>	Alternate: Tim Arntzen
TRIDEC <b>Board of Directors Meeting</b> (Full Board)	4th Thursday every other month beginning January	4:00 PM	Tri-Cities Business & Visitor Center Bechtel Board Room & Virtually		Commissioner <b>Ken Hohenberg</b>	Alternate: Commissioner Skip Novakovich
TRIDEC <b>Executive Board Meeting</b>	4th Thursday every other month beginning February	4:00 PM	Tri-Cities Business & Visitor Center Bechtel Board Room	Port of Kennewick	Port of Pasco	Tri-Ports Executive Board Rep (Rotates Annually) 2024 - Port of Benton 2025 - Port of Pasco 2026 - Port of Kennewick Meets Feb, April, June, August, October, December



**DRAFT**  
**PORT of KENNEWICK**  
**2026-2027 COMMISSION ORGANIZATION REPRESENTATION**

NAME	MEETING SCHEDULE	MEETING TIME	MEETING PLACE	2026-2027 COMMISSIONER REPRESENTING POK	2024-2025 COMMISSIONER REPRESENTING POK	2024-2025 COMMENTS
Washington Economic Development Association (WEDA)	varies				Commissioner <b>Skip Novakovich</b>	
West Richland Area Chamber of Commerce (Luncheon)	2nd Wednesday	11:30 AM	Events at Sunset, 915 Bypass Hwy Bldg i, Richland		Commissioner <b>Skip Novakovich</b>	Alternate: Tana Bader Inglima
WPPA Board of Trustees	As Called				Commissioner <b>Skip Novakovich</b>	Alternate: Tim Arntzen
WPPA Legislative Committee	As Called				Commissioner <b>Skip Novakovich</b>	Alternate: Tim Arntzen
WPPA Marina Committee	As Called				Commissioner <b>Ken Hohenberg</b>	Alternate: Tim Arntzen

**Non-Port Appointed Committees and/or Boards Commissioners Represent:**

**Commissioner Skip Novakovich**

HAEIFAC Board  
HAEIFAC Private Loan Committee  
Wallowa Band Nez Perce Trail Homelands Board and Executive Board  
Washington State Army Advisory Council

**Commissioner Ken Hohenberg**

HAPO Credit Union Board  
Boys & Girls Club of Benton and Franklin Counties Advisory Committee  
Bergevin Foundation  
Columbia Center Rotary

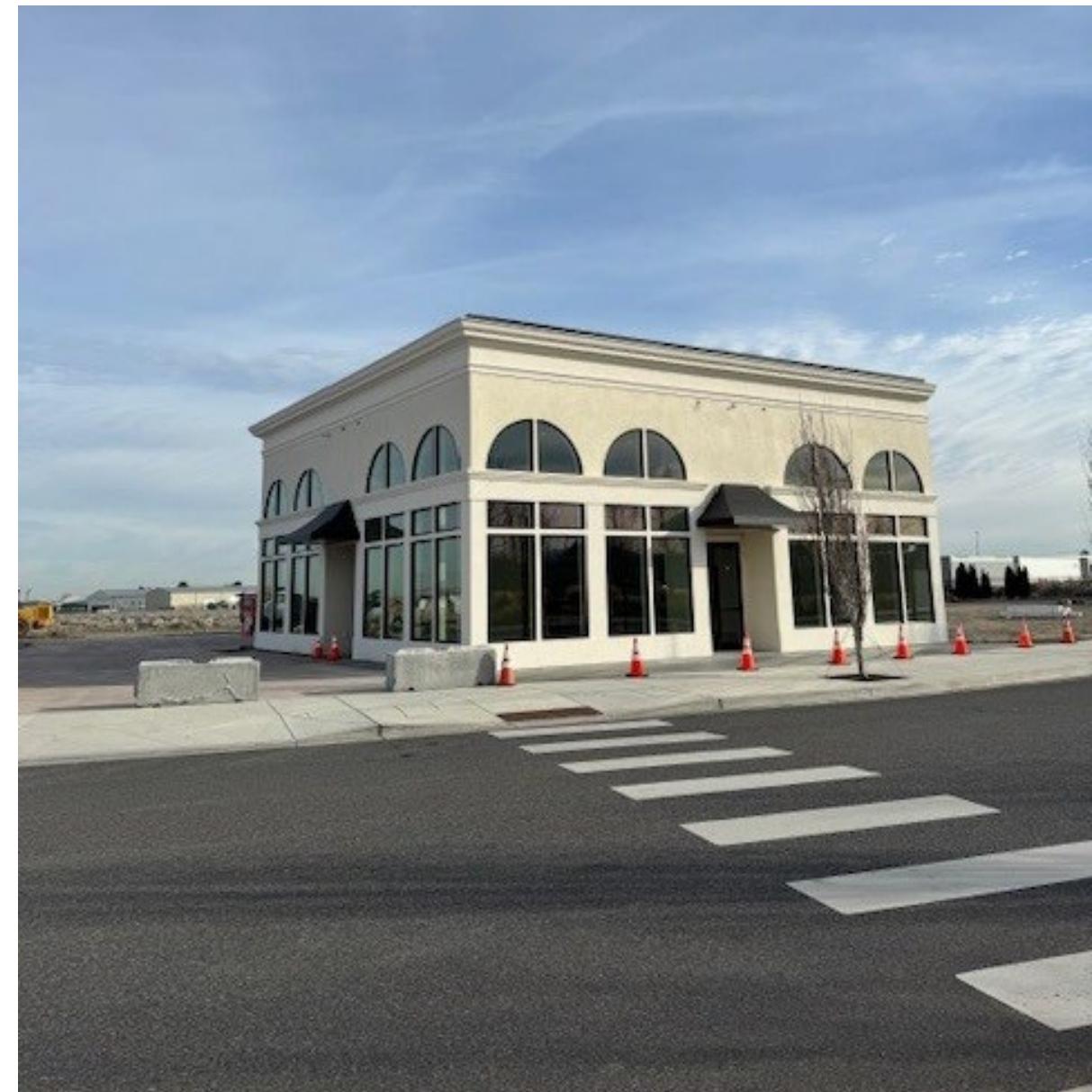
**Commissioner Raul Contreras Gonzalez**

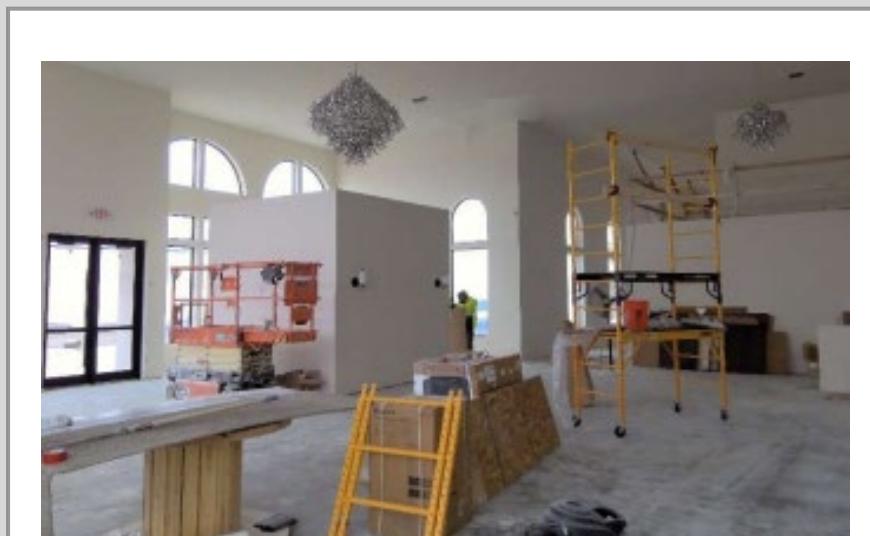
Tri-Cities Hispanic Chamber of Commerce



# Blueberry Bridal

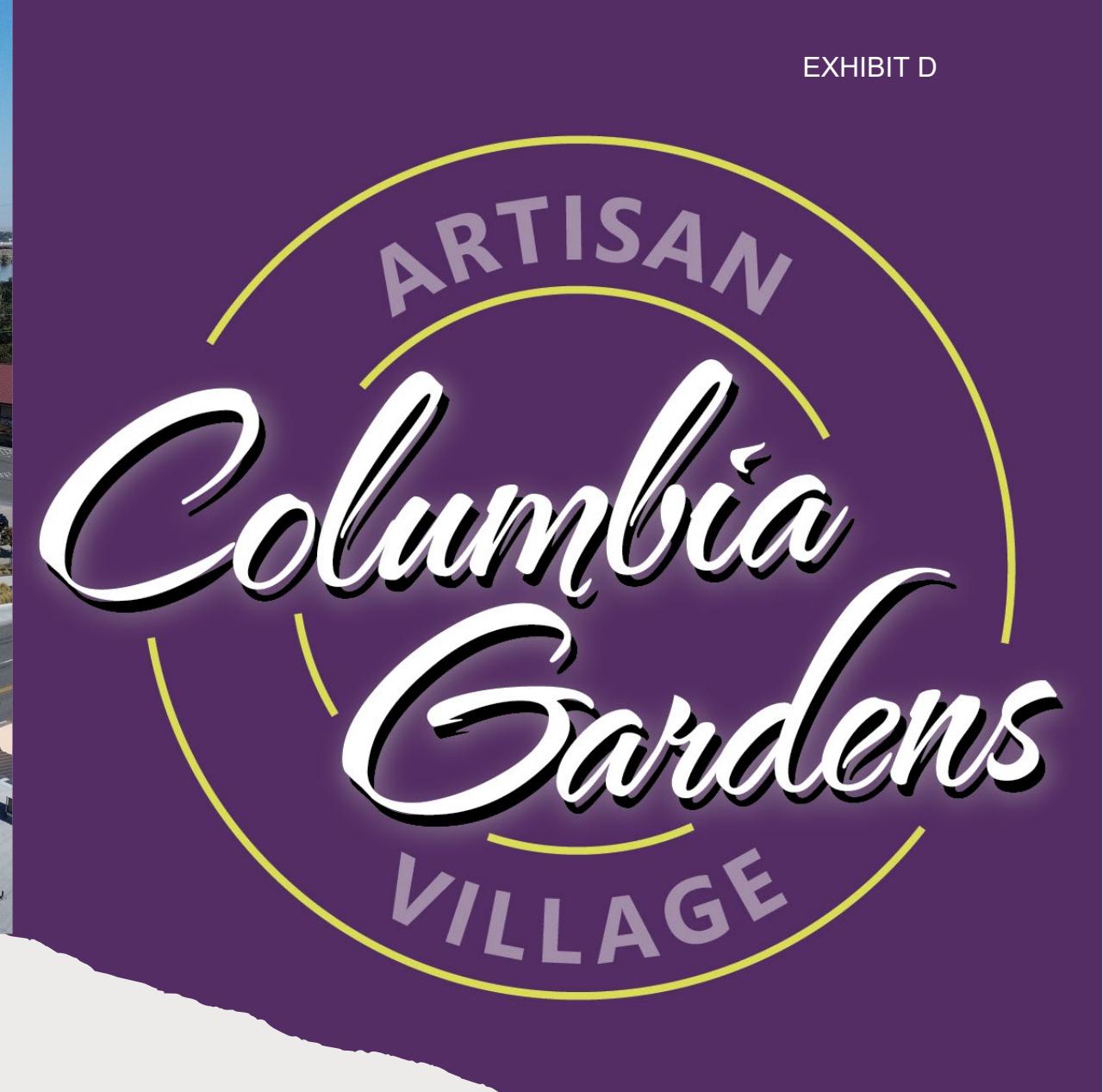
*Coming Soon!*











2025 Winterfest

Columbia Gardens Artisan Village

**PHOTOS**  
*With Santa & Mrs. Claus*

Join us for photos with Santa & Mrs. Claus, by donation, benefiting the Kennewick Police Foundation.  
(12pm-4pm)

**KIDS ACTIVITIES**  
**FOOD TRUCKS**  
**POP-UP VENDORS**  
**& MUCH MORE!**

FREE, OPEN TO THE PUBLIC, ALL AGES

Saturday, December 6, 2025  
325 E Columbia Gardens Way  
Kennewick, WA 99336

**KENNEWICK POLICE FOUNDATION**

**Columbia Gardens VILLAGE**

# 2025 Winterfest

**Benefiting the Kennewick Police Foundation**

2<sup>nd</sup> annual FREE photos with Santa & Mrs. Claus for the community

Food trucks & wineries open for business

Great event for the family



EXHIBIT D



2026

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- Rebranding – new logo
- Food Truck Plaza is at full capacity
- Two new tenants moving into Columbia Gardens!
- New wayfinding signage to include “Beer”
- New events for 2026
- New marketing material for 2026





20  
26

HAPPY NEW YEAR!



Thank you

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David Phongsa  
Marketing & Capital Projects Coordinator  
Port of Kennewick



## PORT of KENNEWICK

### 2026-2027 COMMISSION ORGANIZATION REPRESENTATION

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Confederated Tribes of the Umatilla Indian Reservation (CTUIR)	As Called			Commissioner Skip Novakovich	Alternate: Tim Arntzen
Historic Downtown Kennewick Partnership Board Meeting	1st Wednesday	5:30 PM	HDKP Conference Room 30 N. Benton St	Commissioner Raul Contreras Gonzalez	Alternate: Commissioner Skip Novakovich
Port of Kennewick CEO Performance Evaluation Committee	varies			Commissioner Ken Hohenberg	N/A
Tamastslikt Trust Board for the CTUIR	As Called			Commissioner Skip Novakovich	Alternate: Tim Arntzen
Tri-Cities Hispanic Chamber of Commerce (Luncheon)	3rd Tuesday	11:30 AM	Pasco Red Lion/Hapo Center	Commissioner Raul Contreras Gonzalez	Alternate: Staff Member
Tri-City Regional Chamber Board of Directors Meeting	3rd Wednesday every other month	7:30 AM	Tri-Cities Business & Visitor Center Bechtel Board Room	Commissioner Raul Contreras Gonzalez	Alternate: Tim Arntzen Meets Feb, April, June, August, October, December
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TRIDEC Executive Board Meeting	4th Thursday every other month beginning February	4:00 PM	Tri-Cities Business & Visitor Center Bechtel Board Room	Commissioner Ken Hohenberg Port of Kennewick	Alternate: Commissioner Skip Novakovich Tri-Ports Executive Board Rep (Rotates Annually) 2026 - Port of Kennewick 2027 - Port of Benton 2028 - Port of Pasco Meets Feb, April, June, August, October, December



## PORT of KENNEWICK

### 2026-2027 COMMISSION ORGANIZATION REPRESENTATION

NAME	MEETING SCHEDULE	MEETING TIME	MEETING PLACE	2026-2027 COMMISSIONER REPRESENTING POK	2026-2027 COMMENTS
Visit Tri-Cities (formerly Tri-Cities Visitor & Convention Bureau) (Full Board Meeting)	4th Wednesday	7:30 AM	Tri-Cities Business & Visitor Center Bechtel Board Room	Tana Bader Inglima	Alternate: Tim Arntzen (effective July 2024)
West Richland Area Chamber of Commerce (Luncheon)	2nd Wednesday	11:30 AM	Events at Sunset, 915 Bypass Hwy Bldg i, Richland	Commissioner Skip Novakovich	Alternate: Commissioner Raul Contreras Gonzalez
WPPA Board of Trustees	As Called			Commissioner Skip Novakovich	Alternate: Tim Arntzen
WPPA Legislative Committee	As Called			Commissioner Skip Novakovich	Alternate: Tim Arntzen
WPPA Marina Committee	As Called			Commissioner Ken Hohenberg	Alternate: Tim Arntzen

#### Non-Port Appointed Committees and/or Boards Commissioners Represent:

##### **Commissioner Skip Novakovich**

HAEIFAC Board, Chair (Appointment by Washington State Department of Commerce)  
 HAEIFAC Private Loan Committee  
 Washington State Army Advisory Council  
 Congressman Newhouse Interview Committee for Congressional Appointments to Military Academies  
 WPPA Communications Committee  
 Tamastslikt Executive Director Evaluation Committee  
 Kennewick Man & Woman of the Year Banquet Committee

##### **Commissioner Ken Hohenberg**

HAPO Credit Union Board  
 Boys & Girls Club of Benton and Franklin Counties Advisory Committee  
 Bergevin Foundation  
 Columbia Center Rotary  
 President of Kennewick Man & Woman of the Year Club

##### **Commissioner Raul Contreras Gonzalez**

Tri-Cities Hispanic Chamber of Commerce  
 Share Fund, Funding Committee  
 Tri-Cities Legislative Council, Board Member



## AGENDA REPORT

**TO:** Port Commission

**FROM:** Nick Kooiker Port of Kennewick, Deputy Chief Executive Officer

**MEETING DATE:** January 27, 2026

**AGENDA ITEM:** **Resolution 2026-02**  
**Action Requested to Adopt Resolution Ratifying the Port's acceptance of the Disbursement Agreement for use of Rural County Capital Funds**

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**I. REFERENCE(S): Proposed Adoption of Resolution 2026-02, Ratifying the Port's acceptance of the Disbursement Agreement for use of Rural County Capital Funds**

**II. RELATED HISTORY:**

- **Port of Kennewick Resolution 2024-24**, adopted October 8, 2024, Authorizing Application to the Benton County Rural County Capital Fund (RCCF) For Construction of the Azure Drive Parking Area to Support Commercial Development at Vista Field
- **Benton County Resolution 2025-199** regarding the Disbursement Agreement with Port of Kennewick for the "Vista Field – Azure Drive Parking & Utilities Improvements Project"

**III. FISCAL IMPACT: \$0**

**IV. DISCUSSION:**

RCW 82.14.370 authorizes certain qualified counties like Benton County to impose a sales and use tax for "public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the ports, and the County itself for the purposes of job creation and tax revenue generation.

Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for disbursement to cities and ports within the County who request County participation with qualified capital development projects.

The Port of Kennewick Commission previously authorized Port staff to submit an application for funds to be used toward development the "Vista Field - Azure Drive Parking & Utilities Improvements Project". The County found the Project qualified to receive funds from the Fund.

The County and the Port have mutually agreed to terms on a Disbursement Agreement/or use of Rural County Capital Fund, a copy of which is attached.

The Commission is requested to ratify the Port's acceptance of the Disbursement Agreement for use of Rural County Capital Funds with the Port of Kennewick which authorizes disbursement of up to \$1,000,000.00 toward development of the "Vista Field - Azure Drive Parking & Utilities Improvements Project." The Agreement has a termination date of December 31, 2027.

**V. ACTION REQUESTED OF COMMISSION:**

**Proposed Motion:**

**Approval of Resolution 2026-02 ratifying the Port's acceptance of the Disbursement Agreement for use of Rural County Capital Funds with Benton County which authorizes disbursement of up to \$1,000,000.00 toward development of the Vista Field - Azure Drive Parking & Utilities Improvements Project.**



# PORT of KENNEWICK

## RESOLUTION NO. 2024-24

### ***A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK AUTHORIZING APPLICATION TO THE BENTON COUNTY RURAL COUNTY CAPITAL FUND (RCCF) FOR CONSTRUCTION OF THE AZURE DRIVE PARKING AREA TO SUPPORT COMMERCIAL DEVELOPMENT AT VISTA FIELD***

**WHEREAS**, the Benton County Rural County Capital Fund (RCCF) Advisory Committee has announced they will receive Grant Applications in October 2024; and

**WHEREAS**, the Port of Kennewick's Work Plan calls for Azure Drive Parking Improvements necessary to attract commercial use and business development to Vista Field; and

**WHEREAS**, the RCCF grant program has accumulated funds sufficient to allow the Port to apply for \$1,000,000 for Azure Drive parking as identified in the Port's projected work plan; and

**WHEREAS**, submission of a grant application requires Commission approval;

**NOW, THEREFORE; BE IT RESOLVED** that the Port of Kennewick Board of Commissioners hereby authorizes Port staff to make application to the Benton County Rural County Capital Fund (RCCF) for not more than \$1,000,000 for consideration of Azure Drive Parking Lot improvements which support commercial development at Vista Field.

**ADOPTED** by the Board of Commissioners of the Port of Kennewick this 8th day of October 2024.

### **PORT OF KENNEWICK BOARD OF COMMISSIONERS**

By:

DocuSigned by:

*Skip Novakovich*

0E53A30E1C8E442...

Skip Novakovich, *President*

By:

DocuSigned by:

*Kenneth Hohenberg*

89F77EAC8921416...

Kenneth Hohenberg, *Vice President*

By:

DocuSigned by:

*Thomas Moak*

A35176A2D2CD413...

Thomas Moak, *Secretary*

# RESOLUTION 2025-199

## BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

### IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND, A DISBURSEMENT AGREEMENT WITH THE PORT OF KENNEWICK FOR THE "VISTA FIELD – AZURE DRIVE PARKING & UTILITIES IMPROVEMENTS PROJECT"

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties like Benton County to impose a "sales and use tax for public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the cities, ports, and the County itself for the purposes of job creation and tax revenue generation; and,

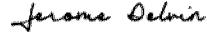
WHEREAS, Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for disbursement to cities and ports within the County who request County participation with qualified capital development projects; and,

WHEREAS, the Port of Kennewick submitted an application for disbursement of funds to be used toward development of a project in Kennewick known as the "Vista Field – Azure Drive Parking & Utilities Improvements Project" which the County has determined to be qualified; and,

WHEREAS, the County and the Port have mutually agreed to terms on a *Disbursement Agreement for use of Rural County Capital Funds*; **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of County Commissioners that the Chairman or Chairman Pro-Tem is hereby authorized to sign the *Disbursement Agreement for use of Rural County Capital Funds* with the Port of Kennewick for the disbursement of up to **\$1,000,000.00** toward development of the "Vista Field – Azure Drive Parking & Utilities Improvements Project." The Agreement will have a termination date of **December 31, 2027**.

Dated this 18th day of March, 2025.

DocuSigned by:  
  
7ED076032B3E486...

Chairman of the Board

DocuSigned by:  
  
DECBF57E34874E4...

Chairman, Pro-Tem

DocuSigned by:  
  
135987D784E74CF...

Commissioner

Attest.....  
34825A975E034CE.....  
Clerk of the Board

Constituting the Board of Commissioners  
of Benton County, Washington.

## **DISBURSEMENT AGREEMENT FOR USE OF RURAL COUNTY CAPITAL FUNDS**

This Agreement between Benton County (hereinafter "County") and the Port of Kennewick (hereinafter "Port") shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and,

WHEREAS, the County and the Port are authorized, including under Chapter 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and,

WHEREAS, the Port wishes to continue its transformation and enhancement of the Vista Field redevelopment site by extending utilities and creating a formal parking area with related amenities to support further commercial development along Azure Drive and expand use of the now renovated Vista Field event pavilions (a previous Fund-supported project); and,

WHEREAS, to accomplish this objective, the Port shall complete earthwork, grading, compacting, and finishing work necessary to install domestic water, sewer, stormwater, electrical, and lighting infrastructure for the creation of 120 new parking spaces (including 20 Level-2 electrical vehicle charging stations), and the associated needed streetlights, bollards, refuse enclosure, and pedestrian corridors with landscaping as necessary for Americans with Disabilities Act compliance; and,

WHEREAS, the costs of the above described improvements and the associated costs of design, bidding, contracting for construction, legal services, and all taxes, fees, insurance, and permits is referred to as the "Vista Field – Azure Drive Parking & Utilities Improvement Project" and hereafter will be referenced as the "Project"; and,

WHEREAS, the Port's expressed intent of the completed Project is to facilitate the sale and future development of Vista Field Lots 19, 20, 21, 26, 32, 33, and 38, as well as the ongoing development of Lots 15 (restaurant), 18, (bridal boutique), 25 (5-story mixed-use building), and 42 (vision clinic), and expanded public use of the recently-completed pavilions renovations; and,

WHEREAS, the Port has requested \$1,000,000.00 for the Project, and the requested funding amount is currently available within the Port's Fund allocation; and,

WHEREAS, the Port's request leverages \$990,867.00 derived from its own funds and a grant from the Hanford Area Economic Investment Fund; and,

WHEREAS, the County's evaluation of the Project confirms funding eligibility.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the Port mutually agree as follows:

1. Based on the Port's request for reimbursement from the Fund, the County agrees to reimburse the Port for up to \$1,000,000.00 of qualified direct costs incurred by the Port for the Project between the date of the execution of this Agreement and December 31, 2027; contingent upon: (i) such funds being less than the amount of the Fund allocated to the Port, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.
2. The Port represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.
3. The Port agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the Port for which it seeks reimbursement will comply with RCW 82.14.370.
4. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the Port in connection with the Project.
5. The Port shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the Port during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

Benton County Commissioners Office  
ATTN: Sustainable Development Manager  
7122 West Okanogan Place – Suite E333  
Kennewick, Washington 99336

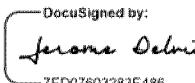
6. All approved reimbursement payments will be made via check mailed directly to the Port at:  

Port of Kennewick  
350 Clover Island Drive – Suite 200  
Kennewick, Washington 99336
7. The Port shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the Port in a reasonably timely fashion.
8. The Port shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the Port is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.
9. The Port agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.
10. If Rural County Capital Funds are applied by the Port toward non-eligible expenditures, the County may cease all disbursements and the Port shall repay to the County all monies inappropriately expended.

11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the Port with the Benton County Auditor.
12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.
13. The Port agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.
14. The Port shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.
15. The County's obligation to disburse funds under this Agreement only extends to direct Project costs incurred prior to December 31, 2027 and correlating invoices that are received by the County prior to March 30, 2028. After March 30, 2028, while the County's rights under this Agreement shall continue, the County may use the funds previously allocated under this Agreement for any purpose allowable under state law.
16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the Port and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

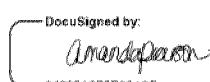
**BENTON COUNTY**

DocuSigned by:  
  
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Jerome Delvin, Commission Chairman

Date: 3/18/2025

ATTEST:

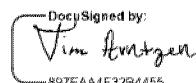
DocuSigned by:  
  
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Clerk to the Board

**APPROVED AS TO FORM:**

  
Chief Deputy Prosecuting Attorney

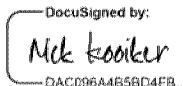
**PORT OF KENNEWICK**

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Tim Arntzen, Chief Executive Officer

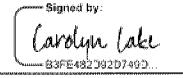
Date: 1/22/2025

ATTEST:

DocuSigned by:  
  
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Chief Financial Officer & Auditor

**APPROVED AS TO FORM:**

Signed by:  
  
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Port Counsel

## **PORT OF KENNEWICK**

### **RESOLUTION No. 2026-02**

#### ***A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK TO RATIFY THE PORT'S ACCEPTANCE OF THE DISBURSEMENT AGREEMENT WITH BENTON COUNTY FOR USE OF RURAL COUNTY CAPITAL FUNDS***

**WHEREAS**, RCW 82.14.370 authorizes certain qualified counties like Benton County to impose a sales and use tax for "public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the ports, and the County itself for the purposes of job creation and tax revenue generation; and

**WHEREAS**, Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for disbursement to cities and ports within the County who request County participation with qualified capital development projects; and

**WHEREAS**, the Port of Kennewick Commission previously authorized Port Staff to submit an application for funds to be used toward development the "Vista Field - Azure Drive Parking & Utilities Improvements Project"; and

**WHEREAS**, the County found the Project qualified to receive funds from the Fund; and

**WHEREAS**, the County and the Port have mutually agreed to terms on a Disbursement Agreement/or use of Rural County Capital Funds; and

**WHEREAS**, the Commission is requested to ratify the Port's acceptance of the Disbursement Agreement for use of Rural County Capital Funds with the Port of Kennewick which authorizes disbursement of up to \$1,000,000.00 toward development of the "Vista Field - Azure Drive Parking & Utilities Improvements Project," with termination date of December 31, 2027.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that Board of Commissioners of the Port of Kennewick hereby ratifies the Port's acceptance of the Disbursement Agreement for use of Rural County Capital Funds with the Benton County which authorizes disbursement of up to \$1,000,000.00 toward development of the "Vista Field - Azure Drive Parking & Utilities Improvements Project."

**RESOLUTION NO. 2026-02**  
Page 2

**BE IT FURTHER RESOLVED** that the Port of Kennewick Board of Commissioners hereby ratify and approve all action by port officers and employees in furtherance hereof; and authorize the Port Chief Executive Officer to take all action necessary in furtherance hereof.

**ADOPTED** by the Board of Commissioners of Port of Kennewick on the 27th day of January, 2026.

*PORT of KENNEWICK  
BOARD of COMMISSIONERS*

By: \_\_\_\_\_

KENNETH HOHENBERG  
President

By: \_\_\_\_\_

SKIP NOVAKOVICH  
Vice President

By: \_\_\_\_\_

RAUL CONTRERAS GONZALEZ  
Secretary





# CLEANUP ACTION PLAN

**Vista Field Properties—Lot 31  
6737 West Azure Drive  
Kennewick, Washington**

**January 12, 2026**

**Prepared for**

**The Port of Kennewick  
350 Clover Island Drive, Suite 200  
Kennewick, Washington**

**Cleanup Action Plan  
Vista Field Properties–Lot 31  
6737 West Azure Drive  
Kennewick, Washington**

This document was prepared by, or under the direct supervision of, the technical professionals noted below.

Document prepared by:  \_\_\_\_\_

Dan Gray, LG

Project Geologist

Document reviewed by:  \_\_\_\_\_

John McCorkle, CEP

Principal

Date: January 12, 2026  
Project No.: 2411001.010.016  
File path: P:\2411\001\010\R\Cleanup Action Plan\Landau\_Vista Field Cleanup Action Plan\_Final 011226.docx  
Project Coordinator: tac

**Cleanup Action Plan  
Vista Field Properties–Lot 31**

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## FIGURES

Figure	Title
1	Vicinity Map
2	Location of Lot 31
3	Lot 31 Proposed Excavation Extent

## LIST OF ABBREVIATIONS AND ACRONYMS

µg/kg .....	micrograms per kilogram
AFFF.....	aqueous film-forming foam
ARAR .....	applicable or relevant and appropriate requirements
bgs.....	below ground surface
BMEC.....	Blue Mountain Environmental Consulting Company, Inc.
CAP.....	Cleanup Action Plan
CUL.....	cleanup level
Ecology .....	Washington State Department of Ecology
EPA.....	Environmental Protection Agency
ERTS .....	Environmental Report Tracking System
ESA .....	environmental site assessment
ft.....	feet, foot
Landau.....	Landau Associates, Inc.
Lot 31 .....	6737 West Azure Drive
MRL.....	method reporting limit
MTCA.....	Model Toxics Control Act
NFA.....	no further action
PFAS .....	per- and polyfluoroalkyl substances
PFAS Investigation Report.....	Landau's PFAS Investigation Report
PFDA.....	perfluorodecanoic acid
PFOA.....	perfluorooctanoic acid
POC.....	point of compliance
Port .....	Port of Kennewick
Properties.....	6600 West Deschutes Avenue in Kennewick, Washington
RL.....	reporting limit
SAP/QAPP.....	sampling and analysis plan and quality assurance project plan
WAC .....	Washington Administrative Code

## 1.0 INTRODUCTION AND SITE BACKGROUND

This Cleanup Action Plan (CAP)<sup>1</sup> has been prepared by Landau Associates, Inc. (Landau) on behalf of the Port of Kennewick (Port) and describes Landau's proposed cleanup action for the Lot 31 property, located at 6737 West Azure Drive in Kennewick, Washington (Benton County Tax Parcel Number 132991BP5674031). Lot 31 is one of the Vista Field properties, which are located at 6600 West Deschutes Avenue in Kennewick, Washington (Properties) and are shown on Figure 1. This CAP has been prepared to meet the applicable requirements for a CAP in accordance with the Model Toxics Control Act (MTCA) Washington Administrative Code (WAC) 173-340-380.

Since June 2025, several soil investigations have been completed at the Vista Field Properties, including at Lot 31. Landau has confirmed the presence of per- and polyfluoroalkyl substances (PFAS) in shallow soil on the property line of Lot 31 in excess of Washington State regulatory limits (Site). This CAP describes Landau's proposed remedial measures to address the identified PFAS contamination and includes the following required elements:

- Section 1 includes the location, description, and background of the Vista Field Properties.
- Section 2 summarizes previous environmental investigations completed at the Vista Field Properties, including Lot 31.
- Section 3 discusses the applicable cleanup standards and point of compliance for Lot 31.
- Section 4 describes the selected remedy. It discusses Landau's analysis of alternatives, presents the approach to completing the design of specific elements of the selected remedy and confirmation monitoring, and provides an approximate timeframe and schedule for the implementation of the remedy and site restoration to meet applicable standards.
- Section 5 presents Landau's conclusions.

Implementation of the CAP will not require implementation of either institutional controls or onsite containment elements because levels of PFAS contamination remaining on site will be below cleanup standards and therefore, neither of these approaches are discussed in this CAP. Additional details regarding past investigation activities at Lot 31 are detailed in Landau's PFAS Investigation Report (PFAS Investigation Report; Landau 2025a), which has been submitted to the Washington State Department of Ecology (Ecology) on October 17, 2025.

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<sup>1</sup> This Cleanup Action Plan has been prepared for the exclusive use of the Port of Kennewick and applicable regulatory agencies for specific application to the Properties. No other party is entitled to rely on the information, conclusions, and recommendations included in this document without the express written consent of Landau. Further, the reuse of information, conclusions, and recommendations provided herein for extensions of the project or for any other project, without review and authorization by Landau, shall be at the user's sole risk. Landau warrants that within the limitations of scope, schedule, and budget, our services have been provided in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as this project. Landau makes no other warranty, either express or implied.

## 1.1 Lot 31 Location and Description

Lot 31 is one of the Vista Field Properties located at 6737 West Azure Drive in Kennewick, Washington (Figure 2). Lot 31 is currently partially developed with concrete footings and stem walls for a planned structure. Construction at Lot 31 has been on hold since June 2025. The area surrounding Lot 31 is developed with roadways, sidewalks, and a parking lot, and several properties in the immediate vicinity of Lot 31 are awaiting construction.

## 1.2 Vista Field Properties Background

The Vista Field Properties are currently being redeveloped by the Port on a lot-by-lot basis into an urban town center with commercial, residential, and public spaces. Based on Landau's review of an environmental audit report (ESI 1991) and a Phase I environmental site assessment (ESA) report (BMEC 2014), Landau understands that Vista Field was developed as an airfield between 1942 and 1944. From early 1942 until April 1947, the U.S. Navy leased the airfield to train naval aviators during the war effort. The Kennewick Irrigation District, the City of Kennewick, and later the Port operated Vista Field as a municipal airfield for small, fixed-wing aircraft until 2013. A 2014 ESA reviewed by Landau did not identify the presence of any releases at Vista Field that would warrant additional characterization; however, a Phase I ESA specific to Lot 31 prepared by Blue Mountain Environmental Consulting Company, Inc. (BMEC) dated May 23, 2025 (BMEC 2025a) identified PFAS as a potential environmental concern. Landau believes that this BMEC Phase I ESA identified PFAS as a potential environmental concern due to an erroneous identification of continued military operations at the airfield from 1944 through 2013 (BMEC 2025a).

The Port is currently redeveloping the lots within Vista Field as a multi-use community with residential, commercial, and public areas in partnership with private landowners who have purchased or are purchasing properties from the Port. A portion of the infrastructure, including roads and utilities in public rights-of-way, were constructed prior to 2025. To date, several lots have been sold, and commercial buildings are under construction on those lots. During earthwork activities at Lot 31, BMEC conducted a Limited Phase II ESA at Lot 31 for the Lot 31 lender in June 2025.

The BMEC Lot 31 Phase II ESA included the sampling and analysis of three soil samples (BMEC 2025b) collected approximately 4 feet (ft) below ground surface (bgs) on Lot 31. The approximate sampling locations are shown on Figure 2. These soil samples were analyzed for PFAS, and the draft results indicated potential detections for select PFAS compounds. Many of the analytical results were reported in the draft document provided to Ecology as actual values; however, a review of the laboratory report indicates that those values should have been flagged as estimates because they were below the laboratory method reporting limits (MRLs) and should not have been compared with MTCA cleanup standards.

Landau was unable to confirm that samples collected during the BMEC Lot 31 Phase II ESA were obtained in accordance with either a sampling and analysis plan or a quality assurance project plan (SAP/QAPP). The purpose of the SAP/QAPP is to specify the sampling methodology, quality assurance,

and quality control procedures necessary to demonstrate the lack of contamination of the samples from sampling equipment or other sources, which is a frequent concern encountered during PFAS sampling.

Based on the detection of PFAS in the BMEC Lot 31 Limited Phase II ESA, and uncertainty that the BMEC sampling results were valid, the Port decided to conduct an independent review of Lot 31 and contracted with Landau to initiate the additional investigation presented in this CAP. Previous investigations completed at Vista Field and Lot 31 are described in Landau's PFAS Investigation Report (Landau 2025a) and in Section 2.0 of this CAP.

## 1.3 Regulatory Status

Landau first contacted Ecology on July 22, 2025 and has been in communication with Ecology on a regular basis since that time. On September 23, 2025 Landau submitted an incident report to Ecology's Environmental Report Tracking System (ERTS) documenting the identified concentration of PFAS in shallow soil at Lot 31 above MTCA Method B cleanup levels (CULs) in accordance with MTCA (WAC 173-340-300).

Landau's PFAS Investigation Report (Landau 2025a) was submitted to Ecology on October 17, 2025 and detailed the results of investigation activities. It is summarized in Section 2.0 of this CAP. Based on Landau's conversations with Ecology following that submittal it was agreed that additional sampling data would be useful in supporting the Conceptual Site Model described in the PFAS Investigation Report and to determine if the Phase II ESA data was valid. Landau completed this additional sampling on December 9, 2025 and provided the initial draft results (as described in Section 2.1 of this report) to Ecology on December 17, 2025.

This CAP is intended to provide Ecology with additional information regarding the reasonable basis to believe that the release of a hazardous substance had taken place on Lot 31 (WAC 173-340-310 (1)(d) and (2)(c)), and to describe the planned cleanup action to remedy the release (WAC 173-340-310 (5)(b)). Ecology's initial investigation of Lot 31 may be informed by this CAP, Landau's earlier investigation of Lot 31 and the Vista Field properties, and the resulting anticipated Cleanup Action Report, in order to provide a No Further Action determination (NFA). WAC 173-340-310 (3).

## 2.0 PREVIOUS INVESTIGATIONS

Environmental investigations were completed at and in the immediate vicinity of Lot 31 by BMEC in June 2025. A subsequent additional property-wide investigation was completed by Landau in August 2025. Following its initial review of these activities, Ecology indicated that supplemental sampling at and adjacent to Lot 31 could be useful in supporting the conclusions of the PFAS Investigation Report. The Port directed Landau to perform supplemental sampling at Lot 31 in December 2025 and these activities are summarized below.

### 2.1 Historic Document Review and August 2025 Vista Field Properties Sampling

BMEC's investigation identified the presence of PFAS compounds in shallow soil at Lot 31; however, as described in Section 1.2 of this CAP, the BMEC data were considered by Landau and Ecology to require additional characterization to determine the validity of these results.

Landau conducted a review of available public records and historical information, including documents obtained through public records requests to the City of Kennewick fire department, as well as the results of interviews with legacy operators conducted by Port personnel. The results of this review indicated that there is no evidence to indicate that a substantial release of PFAS through aqueous film-forming foam (AFFF) or other significant PFAS-containing material has occurred at the Properties. Details regarding this review were presented in the PFAS Investigation Report.

Two additional rounds of soil sampling were conducted by Landau in August 2025, and the results of 47 discrete soil samples were used to define the nature and extent of PFAS contamination at the site and to develop a conceptual site model. This conceptual site model then was used to determine CULs for the Properties (detailed in Section 3.0 of this CAP). Details regarding these activities and the results of this assessment were presented in the PFAS Investigation Report, which included evidence supporting the conclusion that there was no indication that PFAS had migrated to groundwater at the Properties.

Analytical data collected during Landau's August 2025 investigations indicate that a single soil sample (SB-01-[1.5-20]), located at the perimeter of Lot 31, had concentrations of a single PFAS compound, perfluorodecanoic acid (PFDA) at 0.268 micrograms per kilogram ( $\mu\text{g}/\text{kg}$ ). This one sample was the only PFAS result in excess of laboratory MRLs and Ecology MTCA Method B screening levels (0.16  $\mu\text{g}/\text{kg}$  for PFDA) for direct contact. The results of this investigation also indicated that the soil contamination appeared to be limited in extent to an area less than lateral 20 ft from the soil sample and less than 4 ft deep. This area is shown on Figure 3.

Additional PFAS compounds have been detected in shallow soils at various points on the Properties, though at levels below the site-specific CULs, suggesting that background concentrations of PFAS in shallow soils are present in an area-wide fashion, potentially from bulk atmospheric deposition.

## 2.2 December 2025 Lot 31 Supplemental Sampling

Following initial review of the PFAS Investigation Report, Ecology indicated that two additional elements should be assessed as part of future work. These elements were:

- Determine the validity of the June 2025 BMEC Lot 31 sampling event. While it appeared that the initial soil samples collected in June 2025 by BMEC were not collected in accordance with best practices and the data was invalid, soils in the vicinity of one of the samples (sample location #3) were reported to contain a quantifiable PFAS detection (perfluorooctanic acid [PFOA] at 0.13 nanograms per gram) at a level exceeding an applicable cleanup level. Ecology suggested that this area should be re-sampled to either confirm the detected concentration or empirically show it to have been a false positive.
- Conduct additional shallow soil sampling on Lot 31. Soil samples collected in August 2025 were from at least 1 ft bgs. A set of shallower samples (from 0 to 1 ft bgs) would be useful to determine conditions in the upper foot of soil at the Properties.

In response to Ecology's suggestions, on December 9, 2025 Landau returned to Lot 31 to assess soils at the location of the June 2025 BMEC sample (sample location #3). Landau observed a soil boring being advanced using direct-push drilling technology immediately adjacent to that sample location. Samples were collected from the surface (from 0 to 1 ft bgs) as well as from the same depth as sample #3 (from 4 to 4.5 ft bgs); additionally, another deeper sample was collected from 8 to 8.5 ft bgs.

Landau also collected shallow soil samples (from 0 to 1 ft bgs) using hand tools to assess conditions in the upper foot of soil at the Properties. Soils collected from each discrete location were individually homogenized per the procedures described in Landau's SAP (Landau 2025b) and as recommended by Ecology. Landau collected a total of 10 soil samples from the area around soil boring SB-01 (5 at an approximate radius of 10 ft from SB-01 and 5 at an approximate 20-ft radius from SB-01). Samples collected from the 20-ft radius were placed on hold pending results of the first sample set from the 10-ft radius. All soil samples were submitted to Enthalpy Analytical of El Dorado Hills, California to be analyzed for PFAS by U.S. Environmental Protection Agency (EPA) Method 1633.

A review of the laboratory analytical results of this testing confirmed that no PFAS compounds were detected above laboratory reporting limits (RLs) in any of the submitted samples, and it appears that the BMEC samples were not valid.

## 3.0 CLEANUP STANDARDS

Landau evaluated Lot 31 CULs and developed a conceptual site model, which is presented in Section 4.0 of the PFAS Investigation Report (Landau 2025a). This section of Landau’s PFAS Investigation Report also included an evaluation of applicable, relevant, and appropriate requirements (ARARs) as defined by WAC 173-340-710. A summary of this analysis is presented below.

Based on the data available and the proposed use of Lot 31, direct contact with contaminated soil represents the greatest potential risk associated with the contamination at the Properties, and the use of MTCA Method B direct contact soil CULs is appropriate, as is the use of the ecological receptor CULs. For the Properties, the CUL for each PFAS compound is the lowest of:

- The direct contact cancer Method B CUL
- The direct contact non-cancer Method B CUL
- The CUL based on total protection for uplands ecological receptors.

In cases where the Method B CUL is below the MRL, the MRL will be used as the CUL in accordance with WAC 173-340-707.

### 3.1 Points of Compliance

The points of compliance (POCs) are the locations where CULs must be met. The POCs presented in this report will consist of the standard POCs for all media, as established under MTCA.

The standard POC for soil is determined by the exposure pathway upon which the soil CUL is based (direct contact or protection of groundwater), as follows [WAC 173-340-740(6)]:

- The POC is the point or points where the soil CULs shall be attained.
- For soil CULs based on the protection of groundwater, the POC shall be established in the soils throughout the site.
- For soil CULs based on human exposure via direct contact or other exposure pathways where contact with the soil is required to complete the pathway, the POC shall be established in the soils throughout the site from the ground surface to 15 ft bgs. This represents a reasonable estimate of the depth soil could be excavated to and distributed at the soil surface as a result of site development activities.

The POC is throughout the Properties, from the ground surface to 15 ft bgs.

## 4.0 SELECTED CLEANUP ACTION

Following collection of analytical data described in Section 2.0 of this CAP, Landau recommended and the Port selected direct excavation as the preferred remedy for the shallow soil contamination identified at Lot 31. Landau advised the Port of the alternatives such as capping contamination in place and implementing in-place remediation techniques. Landau informed the Port that there are currently very limited reliable remediation technologies to remediate PFAS contamination in place, and the area of contamination requiring remediation appears to be accessible.

The Port's selected cleanup action will result in a complete removal of PFAS contamination at levels in excess of the applicable cleanup levels from the affected area at Lot 31 and is considered to be permanent. Following implementation of the selected cleanup action, Landau will submit a report on the Port's behalf summarizing the results of the removal action with a request that Ecology incorporate it into their Initial Investigation, and Landau will request that Ecology issue a NFA determination for the Site.

### 4.1 Description of Selected Cleanup Action

The remedial excavation for Lot 31 will be completed using a track-mounted excavator or backhoe and will be observed by Landau. The initial excavation will be completed to a depth of 3 ft bgs in the location of soil boring SB-01 and tapered to 2 ft bgs at the sidewalls, anticipated to be generally a radius of 10 ft from boring SB-01, or approximately 27 cubic yards of contaminated soil. Concrete footings are currently in place on Lot 31 approximately 4 ft northwest of boring SB-01. In this direction, the excavation will extend to the footings and confirmation soil samples will be collected at the base of the footings.

Following completion of the excavation, Landau will collect confirmation soil samples as described above and in Section 4.3. If PFAS compounds are identified above CULs in the confirmation soil samples, the excavation will be widened and/or deepened in the desired direction. If the CULs are exceeded at the area of the concrete footing walls, the concrete footings may be demolished in order to extend the excavation and replaced at a later time.

All excavated soil will be stockpiled on and covered with PFAS-free plastic sheeting pending receipt of analytical results from confirmation samples. Once analytical results are received, validated, and confirmed to be below laboratory RLs and/or CULs, the stockpiled soil will be loaded into trucks and will be transported to Chemical Waste Management of Arlington, Oregon for disposal under an approved waste profile. The excavation area will then be backfilled using imported material and compacted so that construction at Lot 31 can resume. Landau will not oversee the backfill or compaction of the excavation and will not confirm if fill material is appropriately compacted to Lot 31's project specifications.

Excavation operators and equipment will use decontamination and PFAS-free personal protective equipment consistent with the procedures outlined in Landau's SAP (Landau 2025b).

## 4.2 Areas Subject to Cleanup

The approximate location of the proposed excavation is shown on Figure 2 and will include the upper 2 to 3 ft of soil from an approximate 10-ft radius of soil boring SB-01. The excavation may be widened or deepened depending on confirmation sampling results for samples collected at intervals described in Section 4.3 of this CAP.

## 4.3 Confirmation Monitoring Approach

To demonstrate that the cleanup requirements have been met, Landau will collect confirmation samples from the margins of the remedial excavation, in a frequency consistent with Section 6.8.3 of Ecology's 2016 Guidance for Remediation of Petroleum Contaminated Sites (Ecology 2016) and in accordance with Landau's SAP/QAPP. At a minimum, one sidewall confirmation soil sample will be collected for every 20 horizontal feet of sidewall and three base confirmation soil samples will be collected, consistent with or in excess of Ecology's guidance.

Samples will be collected and submitted for laboratory analysis for PFAS by EPA Method 1633 from depth interval(s) at or below where contamination was identified during previous sampling. Landau will request that laboratory reporting limits be below applicable CULs. All laboratory analytical data will undergo EPA Level IIB-equivalent validation and verification.

## 4.4 Cleanup and Restoration Time Frame and Schedule

It is anticipated that excavation of the area shown on Figure 3 will occur as an independent remedial action (WAC 173-340-510) during the first quarter of 2026.

Site restoration will be completed upon receipt and validation of confirmation sampling results showing that all PFAS contamination in excess of applicable cleanup levels has been removed from the site and that the site can be considered fully restored and protective of human health and the environment in accordance with MTCA. No institutional or engineering controls are anticipated to be part of the cleanup action.

## 5.0 CONCLUSIONS

Currently no model remedies are in place for cleanups of PFAS contamination; however, the selected cleanup action described in this report is consistent with model remedies for petroleum-contaminated or lead-and-arsenic-contaminated sites for removal of all media contaminated at levels in excess of applicable cleanup standards and disposal of this media at a licensed facility. Such actions are generally considered to be permanent to the maximum extent practicable.

Following completion of the cleanup action described in this CAP, on behalf of the Port Landau will submit a report summarizing the remedial action for Ecology review through its Initial Investigation process. It is likely that because the proposed remedial action will leave no PFAS contamination in place that exceed cleanup standards, no engineering or institutional controls, further monitoring, site inspections, reviews, or investigations will be necessary. Therefore, it is Landau's expectation that the results of this cleanup action will present sufficient information for Ecology to issue an NFA determination the release proximate to Lot 31 at the Vista Field Properties through its Initial Investigation process.

## 6.0 REFERENCES

BMEC. 2014. Phase I Environmental Site Assessment Report, Vista Field Airport Kennewick, 6951 W. Grandridge Blvd., Kennewick, WA 99336. Blue Mountain Environmental Consulting Company, Inc. April 30.

BMEC. 2025. Phase I Environmental Site Assessment Report, 6737 W Azure Dr Kennewick, 6737 W Azure Dr, Kennewick, WA 99336. Blue Mountain Environmental Consulting Company, Inc. May 23.

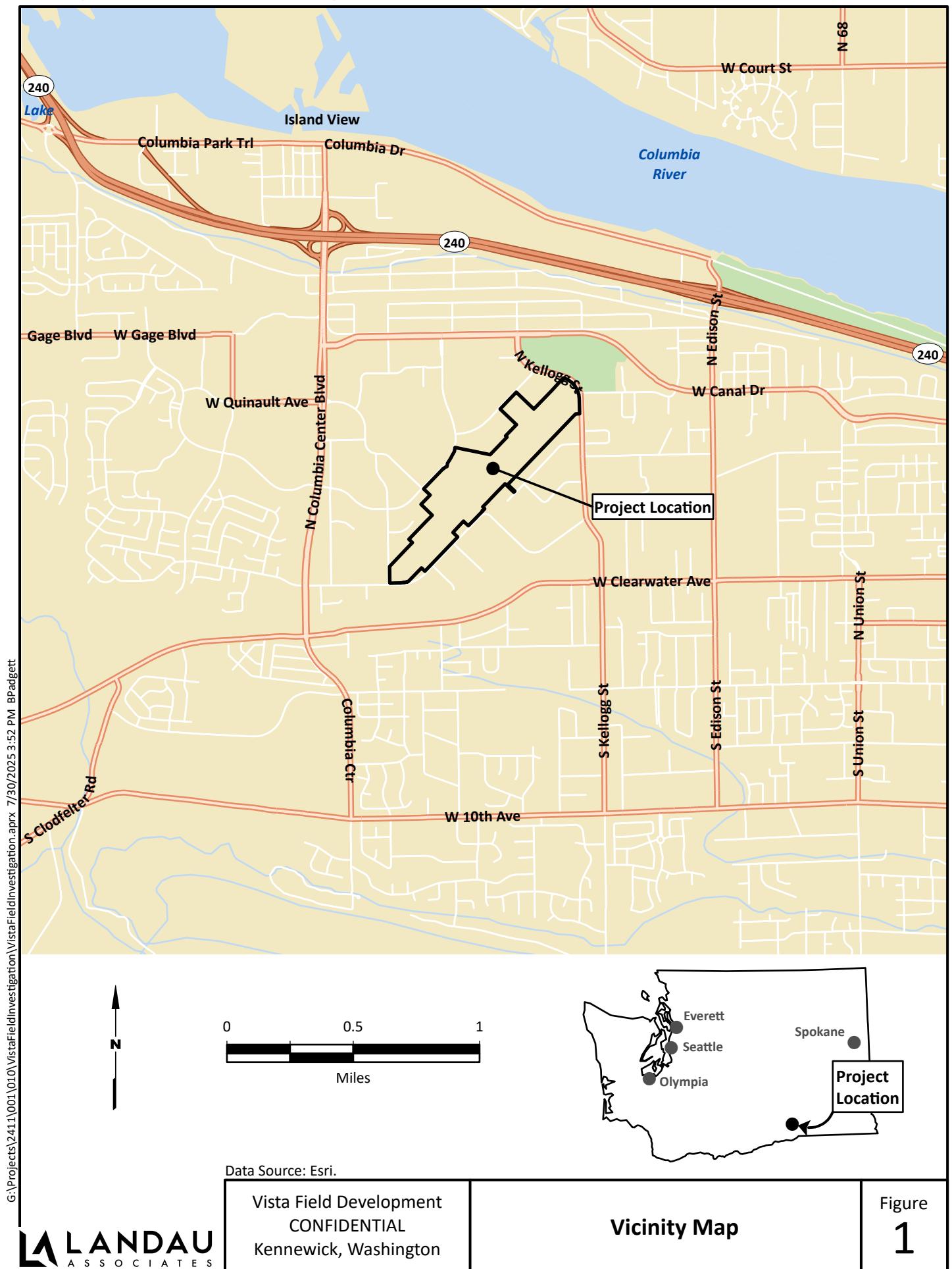
BMEC. 2025b. Draft Report: Limited Phase II Site Investigation at Commercial Property, 6737 W. Azure Dr., Kennewick, Washington 99336. Blue Mountain Environmental Consulting Company, Inc. June 11.

Ecology. 2016. Guidance for Remediation of Petroleum Contaminated Sites. Toxics Cleanup Program, Publication No. 10-09-057. Washington State Department of Ecology. Revised June.

ESI. 1991. Environmental Audit Report, Vista Field Airport, Kennewick, Washington. Engineering-Science, Inc. May 16.

Landau. 2025a. PFAS Investigation Report, Vista Field Lots, 6600 West Deschutes Avenue, Kennewick, Washington. Prepared for Port of Kennewick. Landau Associates, Inc. October 17.

Landau. 2025b. Sampling and Analysis Plan and Quality Assurance Project Plan, Port of Kennewick—Vista Field, Kennewick, Washington. Prepared for Port of Kennewick. Landau Associates, Inc. August 7.



**Legend**

■ Vicinity of Lot 31 as Shown on Figure 3

■ Tax Parcel

**Note**

1. Black and white reproduction of this color original may reduce its effectiveness and lead to incorrect interpretation.

Data Source: Benton County; Blue Mountain Environmental Consulting.  
Base Map Source: Google Aerial Imagery, 2025.

0

330

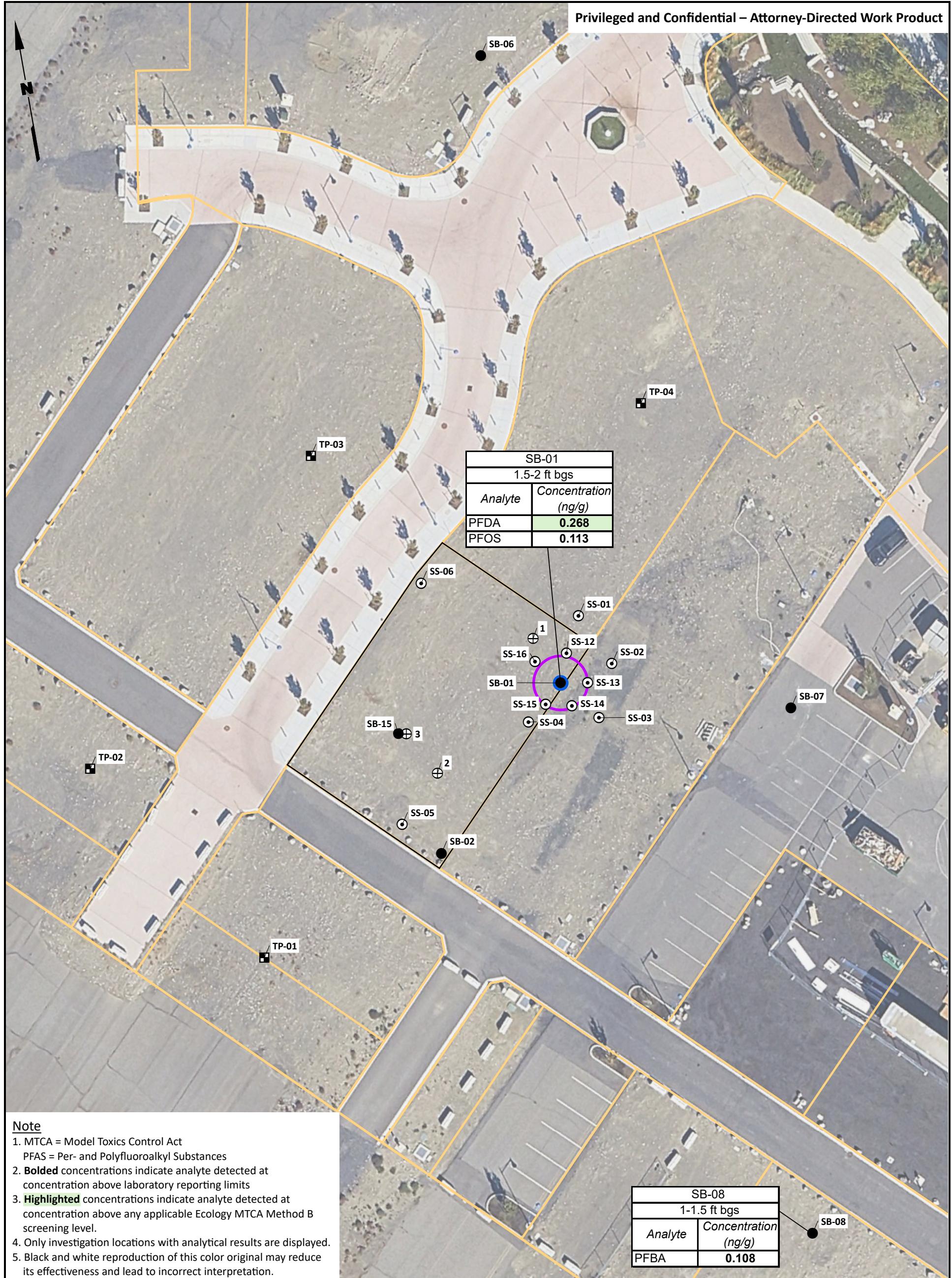
660

Scale in Feet

Vista Field Development  
CONFIDENTIAL  
Kennewick, Washington

**Location of Lot 31****Figure 2**

Privileged and Confidential – Attorney-Directed Work Product

Legend

SB-01	● Soil Boring Location (Landau 2025)	Lot 31
TP-01	■ Test Pit Location (Landau 2025)	○ PFAS Compounds Detected Above Any Applicable
SS-01	○ Shallow Soil Sample Location (Landau 2025)	Ecology MTCA Method B Screening Level
1 +	⊕ Soil Sampling Location (Blue Mountain 2025)	

Data Source: Benton County; Blue Mountain Environmental Consulting.  
Base Map Source: Google Aerial Imagery, 2025.

0 35 70  
Scale in Feet

Vista Field Development  
CONFIDENTIAL  
Kennewick, Washington

Lot 31 Proposed Excavation Extent

Figure 3



# AGENDA REPORT



**TO:** Port of Kennewick Commission  
**FROM:** Amber Hanchette, Director Real Estate  
**MEETING DATE:** January 27, 2026  
**AGENDA ITEM:** Oak Street - 1620 E. 7<sup>th</sup> Ave Kennewick – Land Sale

## REFERENCE:

Purchase and Sale Agreement  
Resolution 2026-01

## BACKGROUND:



In 1976, Don Rizzuto leased ground from the Port of Kennewick in the Oak Street Industrial Park and constructed buildings on the property at 1620 E. 7<sup>th</sup> Ave, Kennewick (PTN#:1-0580-301-3002-003). Mr. Rizzuto sold the buildings to the Meares' family, owners of Western Equipment Sales, who took over the ground lease in 2016, becoming port tenants.

The Meares' family inquired into purchasing the land from the Port in 2021. At the time the port commission directed staff to obtain an appraisal and clear numerous entitlement issues. The appraisal concluded with a value of \$200,000 for the 1.13+/- acres zoned heavy industrial.



### **COMPREHENSIVE SCHEME – SURPLUS PROPERTY**

The Port's 2025-2026 Amended Comprehensive Scheme (Resolution 2025-06) identifies Oak Street Industrial Park as an area to “*hold industrial buildings for the foreseeable future and divest vacant and agriculture properties to support its redevelopment priorities.*”

The port does not own any buildings on the parcel at 1620 E. 7<sup>th</sup> Ave, Kennewick.

### **PROPOSAL:**

The Port and Meares' family have received separate offers to purchase land and buildings by Alberto Marroquin, local business owner of Tires4Less and Ari Insulation.

### **LAND SALE TERM HIGHLIGHTS:**

- Land only
- Fee simple purchase
- Purchase price - \$200,000
- 4% commission per port's Land Sale policy (Resolution 2022-44)
- 1.13 acres, more or less
- Statutory Warranty Deed with restrictive covenants
- Mutual Access Easement Agreement
- Simultaneous closing with buildings (Meares)
- Post closing – port to fence property line northwest edge. ,

**ACTION REQUESTED OF COMMISSION:**

***Motion:***

*I move approval of Resolution 2026-01 approving a purchase and sale agreement with Tires4Less, LLC for the purchase of 1.13 acres in the port's Oak Street Industrial Park; and that all action by port officers and employees in furtherance hereof is ratified and approved; and further, the Port Chief Executive Officer is authorized to take all action necessary in furtherance hereof.*

## **PORT OF KENNEWICK**

### **RESOLUTION No. 2026-01**

#### ***A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF KENNEWICK AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH TIRES4LESS LLC***

**WHEREAS**, Tires 4 Less LLC (Purchaser), has offered to purchase approximately 1.13 acres (land only, no port improvements on the property) of the area graphically depicted on "Exhibit A" as 1620 E. 7<sup>th</sup> Ave at the Port of Kennewick's Oak Street Industrial Park in Kennewick, Washington from the Port of Kennewick (Seller) for \$200,000.00; and

**WHEREAS**, Port staff and the Port attorney have reviewed the proposed Purchase and Sale Agreement and find it is in proper form with potential minor modifications 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 Harbor Improvements.

**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 Tires 4 Less 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 Harbor Improvements.

**ADOPTED** by the Board of Commissioners of the Port of Kennewick on the 27th day of January, 2026.

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

By: \_\_\_\_\_

KENNETH HOHENBERG  
President

By: \_\_\_\_\_

SKIP NOVAKOVICH  
Vice President

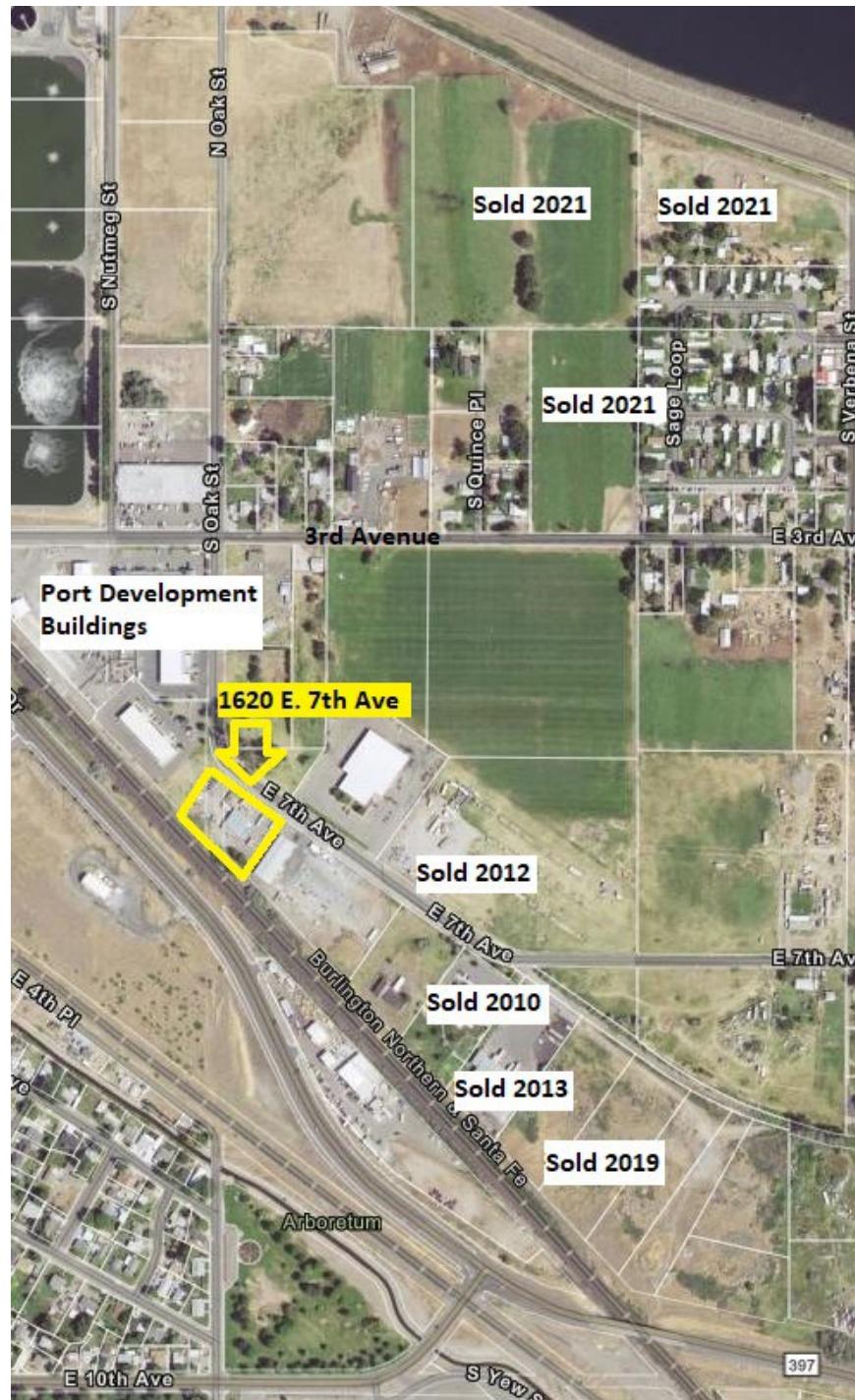
By: \_\_\_\_\_

RAUL CONTRERAS GONZALEZ  
Secretary

**RESOLUTION No. 2026-01**

EXHIBIT A

1620 E. 7<sup>th</sup> Ave, Kennewick WA 99336





## LETTER OF INTENT TO PURCHASE COMMERCIAL REAL ESTATE

Tires4Less LLC  
701 N Oregon Ave #A  
Pasco, WA 99301  
509-492-8363  
amcontract12@gmail.com  
**12/15/2025**

Port of Kennewick  
350 N Clover Island Dr #200  
Kennewick, WA 99336  
**Subject: Letter of Intent to Purchase Property at 1620 E. 7th Ave, Kennewick, WA 99337**

Dear Port of Kennewick,

This Letter of Intent (the "LOI") expresses the strong interest of Tires 4 Less (the "Buyer") in purchasing the commercial real estate located at **1620 E. 7th Ave, Kennewick, WA 99337** (the "Property") from Port of Kennewick (the "Seller").

- 1. Purchase Price:** The proposed purchase price for the Property is Two Hundred Thousand Dollars (\$200,000.00).
- 2. Proposed Use and Community Benefit:** The Buyer intends to revitalize the location and establish a new tire wholesale business or, a new insulation services venue. Our vision is designed to be a positive addition to the local community, by not only improving the location and updating the buildings and landscaping within, but also bringing employment to the community:
  - **New business:** Our new location will be focused on providing new tire wholesaling to all existing tire locations within the surrounding area. Or, expand our insulation business to its own location. (Ari Insulation LLC)
  - **Job Creation:** For either business selected our company plans to hire a staff of six to eight (6-8) local employees into the new business with wages to meet state standards or better (\$18 - \$30 dollars per hour), the positions in mind will be in management, warehousing and logistics.
  - **Property Improvement:** The Buyer commits to improving the location to meet or exceed current City of Kennewick standards, enhancing the overall appeal and functionality of the area. All buildings and landscaping within the



location are in desperate need of an update, which will be IMMEDIATELY improved as soon as we take ownership.

3. **Financing:** The Buyer intends to finance the purchase via third-party commercial loan, and the offer is contingent upon securing the necessary financing within a specified due diligence period. Proof of funds or a pre-approval letter can be provided upon request.
4. **Earnest Money Deposit:** A good faith earnest money deposit of 5% (\$10,000.00) of purchase price will be provided and held in an escrow account by a reputable title or escrow company upon the execution of a formal Purchase and Sale Agreement.
5. **Closing Date:** As soon as possible once the Port of Kennewick has had an opportunity to meet within their next Port Staff Meeting to review our petition of intent to purchase and an approval has been confirmed.
6. **Binding Nature:** This Letter of Intent is an expression of mutual understanding and intent to move forward in good faith negotiation, but it is **non-binding** on either party, except for any confidentiality or exclusivity clauses that may be included in the final formal agreement. A binding Purchase and Sale Agreement, which will supersede this LOI, must be prepared and mutually signed by both parties to finalize the transaction.
7. **Buyer background:** We are a family-owned business with a successful 20-year history in the consumer and commercial tire industry and was recently given the opportunity to become a wholesaler for which this location is perfect for it. We also own Ari Insulation LLC with a successful track record. We believe the location is perfect for either business and would really appreciate the opportunity to serve.

We look forward to the opportunity to contribute to the economic development of Kennewick, WA through this purchase and truly appreciate your consideration in our company. We are prepared to proceed with the formal Purchase and Sale Agreement as soon as you have made your decision, which we truly hope is in our favor. God Bless!

Sincerely,

*Alberto Marroquin*

Alberto Marroquin, Tires 4 Less  
President



December 16, 2025

Alberto Marroquin Vejar  
1620 E 7<sup>th</sup> Ave Kennewick WA 99336

**RE: Conditional Approval**

Congratulations! After reviewing your income, credit and assets. We have determined that you meet our requirements to conditionally approve you for a loan subject to the conditions below. While you're moving forward with the purchase of your new home, you may present a copy of this letter as proof to sellers and real estate agents that you're a qualified buyer subject to the conditions stated in this letter.

**The conditional approval is based on the following loan terms:**

<b>Loan Purpose:</b>	Purchase	<b>Est. Purchase Price:</b> \$429,000
<b>Occupancy:</b>	Owner-Occ	<b>Loan Amount:</b> \$429,000
<b>Loan Type:</b>	Cross Collateral Acq/Bridge	
<b>Property Type:</b>	Commercial	
<b>Max Combined Loan-to-Value:</b>	70%	

To continue with the process of obtaining loan approval, you will need to satisfy the following conditions:

1. Subject to property meeting guidelines for condition of property
2. Within 60 calendar days from the date of this letter, deliver a fully executed purchase contract for your proposed subject property and your authorization to order an appraisal.
3. The subject property will need to meet CrossCountry Mortgage's normal and customary requirements for determining value, condition and title.
4. Your creditworthiness and financial position must not change materially and must meet CrossCountry Mortgage's full lending qualifications.
5. Satisfy all of CCM pre-closing and pre-funding loan conditions that are required to close and fund the loan.

Your inquiry is not considered an application for credit until such time as you have chosen a property and locked your loan, the interest rate and loan terms detailed above may change. This is not an offer or commitment to extend credit.

Once your offer is accepted, please give me a call so we can lock in your loan program and begin the process of approving your loan. Please do not hesitate to contact us if you have any questions during this process.

If you have any questions regarding the pre-approval. Please let me know.

*Jalen DeVine*

**Jalen DeVine**

**Senior Loan Officer**

**NMLS# 2338495**

**509-554-4558**

[Jalen.devine@ccm.com](mailto:Jalen.devine@ccm.com)

**8412 West Gage Blvd. Suite B,  
Kennewick, WA 99336**

**Privacy Policies**

NOTICE: The information contained in this communication is confidential and/or legally privileged. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this information is strictly prohibited. If you have received this electronic mail transmission in error, please destroy the original communication, delete it from your system without copying or forwarding it, and notify us by telephone at 440-845-3700.

**COMMERCIAL REAL ESTATE  
PURCHASE AND SALE AGREEMENT**

(Land Only)

THIS COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into this \_\_\_\_\_ day of January, 2026 (the "Effective Date"), by and between the Port of Kennewick, a Washington municipal corporation (as "Seller") and Tires 4 Less, LLC, a Washington limited liability company (as "Purchaser"), who are hereinafter singularly referred to as a "Party" or collectively as the "Parties."

WHEREAS, Seller is the owner of real property located in Benton County, Washington which is further described on the attached **Exhibit A** (the "Property"); and

WHEREAS, the current tenant on the Property is Western Equipment Sales, LLC, a Washington limited liability company (the "Tenant"); and

WHEREAS, the Tenant previously constructed various improvements and buildings (the "Improvements") on the Property and retains ownership of those fixtures; and

WHEREAS, the Purchaser and Tenant have negotiated a separate sale of the Improvements, and Purchaser would like to purchase from Seller the title to the Property as well.

NOW, THEREFORE, in consideration of the foregoing, the Parties desire to enter into this Agreement pursuant to the following terms and conditions:

1. **PROPERTY.** The Seller agrees to sell, and the Purchaser agrees to purchase, upon the terms and conditions herein specified, that certain real property located at 1620 East 7<sup>th</sup> Avenue, Kennewick, WA 99337, as legally described on **Exhibit "A"** attached hereto.  
**Tax Parcel No.: 105803013002003**
2. **PURCHASE PRICE and EARNEST MONEY.**
  - 2.1 **Purchase Price.** The Purchase Price, inclusive of any applicable earnest money deposits, shall be paid in cash (U.S. Dollars) at Closing shall be TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00), plus or minus adjustments and credits as provided herein.
  - 2.2 **Earnest Money.** Receipt is hereby acknowledged of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) delivered as earnest money. Earnest money shall be applied to the Purchase Price at Closing. Earnest money and a fully executed version of this Agreement shall be promptly delivered by Seller to the Closing Agent (as defined in Section 7.1 below) hereinafter designated for the benefit of the Parties. Earnest money shall be non-refundable at the end of the feasibility period, as provided in Section 4.1.2 below, unless otherwise specifically provided herein.

3. **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 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.
4. **CONTINGENCIES.**
  - 4.1 **Purchaser's Contingencies.** Purchaser's obligation to purchase the Property shall be contingent upon the following:
    - 4.1.1 **Condition of Title.** Title is to be free of all other 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 (as that term is hereinafter defined), this Agreement shall terminate and the Earnest Money shall be refunded to Purchaser.
    - 4.1.2 **Feasibility Determination and Environmental Due Diligence.** For a period of sixty (60) days from the Effective 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. Purchaser and its agents shall have full access to the Property for the purpose of conducting Purchaser's inspections and evaluation. Access to the Improvements must be separately negotiated with Tenant, and the failure to do so shall not otherwise work to terminate this Agreement. Purchaser's feasibility study shall include environmental due diligence. The Purchaser shall defend, 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 of the Effective Date, 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.

**4.1.3 Survey.** A survey has been conducted on the Property and a copy has been provided to the Purchaser. This contingency shall be deemed waived or satisfied unless Purchaser provides written notice to the contrary within ten (10) business days from the Effective Date of this Agreement.

**4.1.4 Environmental Site Assessment.** If an environmental assessment has been performed by Seller, then Seller will provide copies of the assessment to Purchaser within five (5) business days of receipt of the assessment. If no environmental assessment has been performed by Seller, Purchaser, at its sole expense, may incur cost to have such assessment performed on the Property. A copy of the report obtained by the Purchaser shall be provided to Seller within (5) days of receipt.

**4.2 Seller's Contingencies.** Seller's obligation to sell the Property shall be contingent upon the following:

4.2.1 Purchaser's fulfillment of Purchaser's obligations under this Agreement to the satisfaction of Seller, in Seller's sole and complete discretion.

4.2.2 The recording of a statutory warranty deed containing covenants substantially in the form attached hereto as **Exhibit B**. In entering into this transaction, it is a material inducement to Seller to be able to place these covenants and restrictions upon the Property in perpetuity.

4.2.3 Before Seller is willing to transfer the Property, and in order to assure Seller that the Improvements have legally transferred to Purchaser, the transaction between Purchaser and Western Equipment Sales, LLC must first close.

4.2.4 The recording of the Joint Access Easement Agreement in the form attached hereto as **Exhibit C**.

4.2.5 If any of the contingencies listed in this Section 4.2 have not been fulfilled to the satisfaction of Seller, in Seller's complete and sole discretion, Seller may terminate this Agreement and the earnest money shall be refunded to Purchaser and neither Party shall have any further obligations hereunder. Notwithstanding, nothing herein is intended to alter or limit the remedies for breach discussed in Section 10.2.

**5. 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 and damages relating to the Property including without limitation per- and polyfluoroalkyl substances ("PFAS"); those substances related under 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"), which liability and damages shall include 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.

**6. 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.

**7. CLOSING.**

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

**7.2 Closing Costs.** Closing costs shall be allocated as follows:

<b>Seller</b>	<b>Purchaser</b>
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.

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

**7.4 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.

**7.5 Conveyance.** At Closing Seller shall deliver to Purchaser a Statutory Warranty Deed and free of any other encumbrance or defect except those set forth in the preliminary commitment as set forth above.

**7.6 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.

**7.7 Additional Instruments and Documentation.** Seller and Purchaser shall each deposit any other instruments and documents that are reasonably required by the

Closing Agent or required to close and consummate the purchase and sale of the Property in accordance with this Agreement.

7.8 **Foreign Investment in Real Property Tax Act.** To the extent applicable, the Parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder.

8. **No Assignment or Encumbrances.** Purchaser shall not assign, encumber or transfer any right or interest in the Property during the first twenty-four (24) months after the deed is recorded transferring title to Purchaser, without the Seller's written approval, which approval shall not be unreasonably withheld.

9. **Notices.** All notices required by this Agreement shall be considered properly delivered when (1) personally delivered, (2) transmitted by email showing date and time of transmittal, (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:** **Tires 4 Less, LLC**  
**A Washington Limited Liability Company**  
**c/o Alberto Marroquin**  
**4221 Riverhaven Street**  
**Pasco, WA 99301**  
Phone No.: (509) 492-8363  
Email: amcontract12@gmail.com  
Tere0301@yahoo.com

**Seller:** **Port of Kennewick**  
**350 Clover Island Drive, Suite 200**  
**Kennewick, Washington 99336**  
Attn: Tim Arntzen, Chief Executive Officer  
Phone No.: (509)586-1186  
Email: amber@portofkennewick.org

**With copy to:** **Witherspoon Brajcich McPhee**  
**601 W. Main Ave, Suite 1400**  
**Spokane, WA 99201**  
Attn: Taudd Hume, Port Counsel  
Phone No.: (509) 455-9077  
Email: thume@workwith.com

**10. MISCELLANEOUS.**

10.1 **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.

**10.2 Default and Remedies.** If either Party defaults under this Agreement, the non-defaulting Party may seek (i) specific performance of this Agreement, or (ii) the termination of this Agreement and retention of the deposited Earnest Money, if any.

**10.3 Dispute Resolution and 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.

**10.4 Time is of the Essence.** Time is of the essence of this Agreement.

**10.5 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.

**10.6 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.

**10.7 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.

**10.8 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.

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

**10.10 Broker Compensation.** Except for Sean Marroquin with Home Smart Elite Brokers, who is acting as Purchaser's broker, 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.

Commissions will only be paid to licensed real estate brokers. In order to be paid, the broker must submit a signed bona fide offer plus a signed appointment from the potential purchaser authorizing the broker to negotiate for the potential purchaser in order to claim the commission. The broker authorization must include the name of the proposed purchaser and the date of their first contact with said purchaser. Unless this provision is strictly complied with, the Seller will not pay any claimed commission.

After final approval of the sale by the Port Commission and after receipt of all funds due at closing, Seller will pay to the licensed real estate broker negotiating any such sale a commission of four (4) percent of the sale price on the sale of the property.

- 10.11 Obligations to Survive Closing.** The obligations contained herein shall survive closing.
- 10.12 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 3<sup>rd</sup> business day following the Port of Kennewick's next scheduled Commission meeting.
- 10.13 Force Majeure.** Except as otherwise specifically provided in this Agreement, in the event either Party is delayed or prevented from performing any of its respective obligations under this Agreement by reason of acts of God, governmental order or requirement, epidemic, pandemic, fire, floods, strikes, cyber-attack, or due to any other cause beyond the reasonable control of such Party, then the time period for performance such obligations shall be extended for the period of such delay.
- 10.14 Exhibits.** The following exhibits are attached hereto and made a part of this Agreement by reference:

**Exhibit A:** Legal Description of the Property

**Exhibit B:** Form of Statutory Warranty Deed

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

**SELLER: Port of Kennewick**  
A Washington Municipal Corporation  
By Authority of its Board of Commissioners

By: \_\_\_\_\_  
Tim Arntzen, Chief Executive Officer

Approved:

Nick Kooiker, Port Auditor/CFO

Approved as to form:

Taudd Hume, Port Counsel

**PURCHASER: Tires 4 Less, LLC**  
A Washington limited liability company

By: \_\_\_\_\_  
Alberto Marroquin  
Its: Governor

## 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 \_\_\_\_ day of January, 2026.

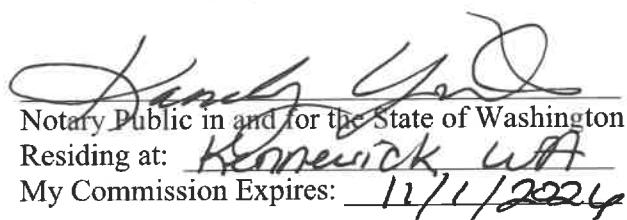
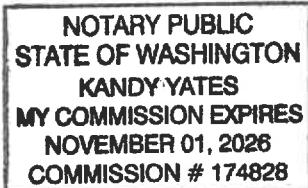
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Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

State of Washington )  
                         )ss  
County of Benton    )

On this day personally appeared before me Alberto Marroquin to me known to be the Governor of Tires 4 Less, LLC who executed the foregoing instrument, and acknowledged said instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Tires 4 Less, LLC for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument.

GIVEN under my hand and official seal this 22 day of January, 2026.



Notary Public in and for the State of Washington  
Residing at: Kennewick, WA  
My Commission Expires: 11/1/2024

**EXHIBIT A**  
*(Legal Description of the Property)*

**Tax Parcel No.: 105803013002003**

REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 AND SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

LOT 1, SHORT PLAT 3002, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2007-014679, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING 20.00 FEET EASTERLY OF THE WEST LINE OF SECTION 5; TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M.; THENCE SOUTH  $0^{\circ}58'17''$  EAST, 227.82 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH  $44^{\circ}00'59''$  WEST, 29.17 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD TO A POINT ON THE WEST LINE OF SAID SECTION 5; THENCE SOUTH  $0^{\circ}58'17''$  EAST, 29.30 FEET ALONG SAID WEST LINE AND ALONG SAID RIGHT OF WAY LINE; THENCE NORTH  $44^{\circ}00'59''$  WEST, 158.74 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH  $45^{\circ}59'01''$  EAST, 175.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.13 ACRES, MORE OR LESS.

[Also known as; 1620 E. 7<sup>th</sup> Ave, Kennewick. Reference: Record Survey 5513, dated 6/14/2021.]

**EXHIBIT B**  
*(Form of Statutory Warranty Deed)*

Return Address:  
Taidd A. Hume  
Witherspoon Brjcich McPhee, PLLC  
601 W. Main Avenue, Suite 1400  
Spokane, WA 99201

## STATUTORY WARRANTY DEED

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Reference No.:	Not Applicable
Grantor:	Port of Kennewick, a Washington municipal corporation
Grantee:	Tires 4 Less, LLC, a Washington limited liability company
Legal Description (abbrev.):	REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 AND SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON
Assessor's Tax Parcel ID#:	105803013002003

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THE GRANTOR, Port of Kennewick, a Washington municipal corporation, for and in consideration of the sum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) and other good and valuable consideration, in hand paid, hereby conveys and warrants to Tires 4 Less, LLC, a Washington limited liability company, the following described real estate, situate in the County of Benton, State of Washington:

REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 AND SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

LOT 1, SHORT PLAT 3002, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2007-014679, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING 20.00 FEET EASTERLY OF THE WEST LINE OF SECTION 5; TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M.; THENCE SOUTH 0°58'17" EAST, 227.82 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 44°00'59" WEST, 29.17 FEET ALONG THE

NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD TO A POINT ON THE WEST LINE OF SAID SECTION 5; THENCE SOUTH 0°58'17" EAST, 29.30 FEET ALONG SAID WEST LINE AND ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 44°00'59" WEST, 158.74 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 45°59'01" EAST, 175.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.13 ACRES, MORE OR LESS.

AND SUBJECT TO the following conditions, restrictions and reservations:

- (i) All covenants, conditions, restrictions, encumbrances and easements of record.
- (ii) The restrictive covenant that all owners, tenants, and occupants covenant and agree that the Property shall not be used for any activity related to the commercial production or sale of cannabis. This restriction includes, but is not limited to, cultivation (the commercial growing, harvesting, or processing of cannabis plants), manufacturing (the production, processing, or packaging of cannabis products (e.g., edibles, concentrates, oils)), distribution/sale (the operation of any retail or wholesale business involved in the sale, dispensing, or distribution of cannabis or cannabis products, including medical cannabis dispensaries), or storage (the commercial storage of cannabis products intended for sale or distribution). This Covenant shall run with the land and shall be binding upon the Grantor, its heirs, successors, and assigns.
- (iii) The restrictive covenant that all property owners, tenants, and occupants shall maintain the property and all structures thereon in a neat, orderly, and sanitary condition. The outdoor storage of vehicle tires is expressly prohibited. This prohibition applies to all tires, whether new, used, or damaged, and whether loose or mounted on a rim, except tires that are properly mounted on a vehicle that is currently registered and in operable condition are permitted. All other tires must be stored completely within a fully enclosed structure, such as a building, garage, shed, or basement, and must not be visible from any adjacent property, public right of way, or common area. Any violation of this covenant shall constitute a breach of this covenant.
- (iv) If any person or entity violates or attempts to violate the covenants listed in (ii) or (iii) above, it shall be lawful for any land owner within the affected area, which shall include, but not be limited to, owners of real property within the Oak Street

Industrial Park, to bring a proceeding at law or in equity against the person or entity violating or attempting to violate any such covenant. Proceedings may seek to restrain the violation, or recover damages, or both.

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be executed this day of \_\_\_\_\_, 2026.

**GRANTOR:**  
PORT OF KENNEWICK,  
a Washington municipal corporation

By: Tim Arntzen  
Its: Chief Executive Officer

STATE OF WASHINGTON )

County of Benton )  
 ) ss.

I certify that I know or have satisfactory evidence that Tim Arntzen is person who appeared before me and said person acknowledged that they signed this instrument and acknowledged they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Chief Executive Officer of the Port of Kennewick, a Washington municipal corporation, to be its free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: , 2026.

NOTARY PUBLIC for Washington State  
My appointment expires \_\_\_\_\_

**EXHIBIT C**

*(Mutual Access Easement Agreement)*

Filed for Record at Request of and  
copy returned to:  
Taidd A. Hume  
Witherspoon Brajeich McPhee, PLLC  
601 West Main Avenue, Suite 1400  
Spokane, WA 99201-0677

**Document Title:** Mutual Access Easement Agreement

**Reference Number of Related Document:** N/A

**Grantor/Grantee:** Port of Kennewick, a Washington municipal corporation

**Grantee/Grantor:** Tires 4 Less, LLC, a Washington limited liability company

**Legal Description:** REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 AND SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON

REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 AND SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON

**Assessor's Tax Parcel Number:** 106804000002002, 105803013002003

## **MUTUAL ACCESS EASEMENT AGREEMENT**

**THIS MUUTAL ACCESS EASEMENT AGREEMENT** (this "Agreement") is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Port of Kennewick, a Washington municipal corporation (as "the Port") and Tires 4 Less, LLC, a Washington limited liability company (as "Tires 4 Less"), who are collectively referred to herein as the "Parties."

WHEREAS, the Port is the owner of Benton County Parcel No. 106804000002002 (the "Port Property"), which is further described as follows:

REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 AND SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 0°58'17" EAST, 511.56 FEET ALONG THE EAST LINE OF SAID SECTION 6; THENCE SOUTH 89°02'48" WEST, 30.00 FEET TO THE WEST LINE OF OAK STREET AND TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°01'43" WEST, 167.87 FEET; THENCE NORTH 44°00'44" WEST, 102.55 FEET; THENCE SOUTH 45°59'17" WEST, 156.41 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE

BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE SOUTH 1°28'42" EAST, 37.16 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 44°00'59" EAST, 400.69 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 45°59'01" EAST, 175.50 FEET TO THE NORTHWEST CORNER OF LOT 1, SHORT PLAT NO. 3002 ACCORDING TO THE SURVEY RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3002, RECORDS OF BENTON COUNTY, WASHINGTON, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF EAST 7TH AVENUE; THENCE NORTH 55°57'23" WEST, 24.31 FEET ALONG SAID RIGHT OF WAY LINE TO THE SAID EAST LINE OF SECTION 6; THENCE NORTH 0°58'17" WEST, 11.84 FEET ALONG SAID EAST LINE AND ALONG SAID RIGHT OF WAY LINE TO THE BEGINNING OF A NON-TANGENT 195.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 52°55'34" EAST); THENCE NORTHWESTERLY, 68.81 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 20°13'02" TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OAK STREET; THENCE NORTH 0°58'17" WEST, 154.68 FEET ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.  
SUBJECT TO RIGHT OF WAY CONVEYED TO CITY OF KENNEWICK UNDER AUDITOR'S FILE NUMBER 86-4110, RECORDS OF BENTON COUNTY, WASHINGTON.  
CONTAINS 2.11 ACRES, MORE OR LESS.

WHEREAS, Tires 4 Less is the owner of Benton County Parcel No. 105803013002003 (the "Tires 4 Less Property"), which is further described as follows:

REAL PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6 AND SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

LOT 1, SHORT PLAT 3002, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2007-014679, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING 20.00 FEET EASTERLY OF THE WEST LINE OF SECTION 5; TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M.; THENCE SOUTH 0°58'17" EAST, 227.82 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 44°00'59" WEST, 29.17 FEET ALONG THE NORtherly RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD TO A POINT ON THE WEST LINE OF SAID SECTION 5; THENCE SOUTH 0°58'17" EAST, 29.30 FEET ALONG SAID WEST LINE AND ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 44°00'59" WEST, 158.74 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 45°59'01" EAST, 175.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.13 ACRES, MORE OR LESS.

WHEREAS, the Parties each desire to have the rights of ingress and egress over, across, upon and through the property of the other for the purposes described herein; and

WHEREAS, the Parties each desire to provide the easement right herein described.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. All of the recitals above are incorporated by reference as though fully set forth in this Agreement.

2. Grant of Easement; Consideration. The Parties, their future heirs, successors and assigns, hereby grant the following easement:
  - 2.1 Access Easement. The Parties hereby grant and convey to each other a non-exclusive perpetual easement for ingress and egress via a private road over, across, upon and through the area further described and depicted on **Exhibit A** attached hereto (the "Easement Area"). The Parties may each use the Easement Area for the purposes described herein, and each reserves unto themselves, their successors, agents, licensees and assigns the right to use the portion of the Easement Area located on each of their respective properties for all purposes as are otherwise permitted by federal, state, and local statutes, laws, ordinances, codes, regulations and rule so long as such use does not interfere with the rights of the other party granted hereunder.
  - 2.2 Consideration. The Parties each acknowledge the mutual covenants and promises contained herein to be adequate consideration.
3. Covenant to Run with Land. The easement, benefits, and obligations contained herein: (i) will be deemed to be covenants that run with the Tires 4 Less Property and the Port Property; (ii) will bind every person having any fee, leasehold or other interest in any portion of the Tires 4 Less Property and the Port Property at any time or from time-to-time to the extent that such portion is affected or bound by the covenant, restriction or provisions to be performed on such portion; and (iii) will inure to the benefit of and will be binding upon the Parties, and their respective successors and assigns and to the benefit of mortgagees, lessees, and sublessees under mortgages, leases, and subleases covering the Tires 4 Less Property and the Port Property, or any portion thereof and beneficiaries and trustees under deeds of trust covering the Tires 4 Less Property and the Port Property, or any portion thereof.
4. Maintenance. The Parties hereby agree to maintain and repair their own respective properties, as such are a portion of the Easement Area.
5. Perpetual Duration – No Merger. No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in any portion of the property or properties upon which the easements described herein are located.
6. Amendment of Easement. The Parties hereto may not alter or amend this Agreement except as by a written instrument signed by all of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the first date written above.

**GRANTOR/GRANTEE: Port of Kennewick**  
A Washington Municipal Corporation  
By Authority of its Board of Commissioners

By: \_\_\_\_\_  
Tim Arntzen, Chief Executive Officer

**GRANTOR/GRANTEE: Tires 4 Less, LLC**  
A Washington limited liability company

By: \_\_\_\_\_  
Alberto Marroquin  
Its: Governor

## 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 \_\_\_\_ day of January, 2026.

---

Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

State of Washington )  
                         )ss  
County of Benton    )

On this day personally appeared before me Alberto Marroquin to me known to be the Governor of Tires 4 Less, LLC who executed the foregoing instrument, and acknowledged said instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Tires 4 Less, LLC for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument.

GIVEN under my hand and official seal this \_\_\_\_ day of January, 2026.

---

Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

*(Description of Easement Area)*

A STRIP OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5 & THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY MOST CORNER OF LOT 1, SHORT PLAT 3002, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2007-014679, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH  $55^{\circ}57'23''$  WEST 220.96 FEET ALONG THE NORTHEAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH  $55^{\circ}57'23''$  WEST 17.16 FEET ALONG THE NORTHEAST LINE OF SAID LOT 1 TO THE NORTHERLY MOST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH  $55^{\circ}57'23''$  WEST 6.84 FEET ALONG THE EAST LINE OF THAT 'SOUTHERLY PARCEL' AS DESCRIBED IN QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 2004-018487, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH  $34^{\circ}02'37''$  WEST 32.33 FEET; THENCE SOUTH  $45^{\circ}59'01''$  WEST 7.84 FEET; THENCE SOUTH  $55^{\circ}57'23''$  EAST 25.62 FEET PARALLEL TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH  $34^{\circ}02'37''$  EAST 40.00 FEET TO THE POINT OF BEGINNING.

