

Port of Kennewick will provides 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: 215-575-413

Or, join on-line at the following link: <https://meet.goto.com/215575413>

AGENDA

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

April 28, 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 city of residence for the public record)*
- V. **CONSENT AGENDA**
 - A. Approval of Direct Deposit and ePayments April 17, 2026
 - B. Approval of Warrant Register Dated April 28, 2026
 - C. Approval of Regular Commission Meeting Minutes April 14, 2026
- VI. **PRESENTATIONS**
 - A. Maxwell Certified Leadership, Josie Villa & Jan McDonald (**TIM**)
 - B. Towns on Elm, Jenna Coddington and Damian Padilla, The Paragon Group (**DAVID**)
- VII. **ACTION ITEM**
 - A. Head Start Administration Lease; Resolution 2026-08 (**AMBER**)
- VIII. **REPORTS, COMMENTS AND DISCUSSION ITEMS**
 - A. Vista Field (**AMBER**)
 - B. CEO Report (if needed) (**TIM**)
 - C. Commission Meetings (formal and informal meetings with groups or individuals)
 - D. Non-Scheduled Items
LISA/BRIDGETTE/ROCHELLE/NICK/LARRY/AMBER/MICHAEL/DAVID/CAROLYN/TIM/RAUL/SKIP/KEN
- IX. **PUBLIC COMMENT** *(Please state your name and city of residence for the public record)*

X. EXECUTIVE SESSION: Two matters related to Real Estate, pursuant to RCW 42.30.110 (1) (c) to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price, and pursuant to RCW 42.30.110 (1) (i) to discuss with legal counsel legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency.

XI. ADJOURNMENT

PLEASE SILENCE ALL NOISE MAKING DEVICES



PORT OF KENNEWICK REGULAR COMMISSION MEETING

DRAFT

APRIL 14, 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 Vice 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: Kenneth Hohenberg, President (Excused)
Skip Novakovich, Vice President
Raul Contreras, Secretary

MOTION: *Commissioner Contreras moved to excuse Commissioner Hohenberg's absence from the April 14, 2026 Commission Meeting; Commissioner Novakovich seconded. With no further discussion, motion carried unanimously. All in favor 2:0.*

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

PLEDGE OF ALLEGIANCE

Commissioner Novakovich led the Pledge of Allegiance.

Mr. Arntzen stated on behalf of the Port team he presented flowers to the Port's administrative professionals for all their hard work.

PUBLIC COMMENT

No comments were made.

CONSENT AGENDA

- A. *Approval of Direct Deposit and E-Payments Dated April 1, 2026***
Direct Deposit and E-Payments totaling \$255,270.75
- B. *Approval of Warrant Register Dated April 14, 2026***
Expense Fund Voucher Number 107809 through 107856 for a grand total of \$177,164.46
- C. *Approval of Regular Commission Meeting Minutes March 24, 2026***

PORT OF KENNEWICK REGULAR COMMISSION MEETING

APRIL 14, 2026 MINUTES

DRAFT

MOTION: *Commissioner Contreras moved to approve the Consent Agenda; Commissioner Novakovich seconded. With no further discussion, motion carried unanimously. All in favor 2:0.*

PRESENTATIONS

A. *Tri-Cities Children's Museum*

Mr. Arntzen gave a brief overview of the Mid-Columbia Children's Museum (MCCM) and introduced Chelsea Blair and Jordan Tiegs.

Ms. Blair and Mr. Tiegs presented information on MCCM and outlined their future goals and fundraising efforts (*Exhibit A*). MCCM will be going out for a site Request for Proposal and are looking for a partnership with a local municipality.

Commissioner Contreras inquired what the next steps are for funding.

Ms. Blair stated MMCM would like to complete the initial planning for imagery to create a capital campaign. There are several avenues MCCM can explore based on the specific economic factors of the area which include grants, federal and state funding and private funding.

Commissioner Novakovich inquired why MCCM is interested in Vista Field.

Ms. Blair stated the Tri-Cities does not have a central downtown and Vista Field has a lot of potential with the mixed commercial and housing and offers open space.

Commission Novakovich inquired if MCCM is looking for the Port to provide the land.

Ms. Blair stated MCCM is looking for a private public partnership, where the municipality maintains the land and leases the property to MCCM.

Commission and staff continued discussions with Ms. Blair and the MCCM representatives.

B. *New Urbanism Immersion Tour*

Commissioner Contreras, Mr. Arntzen and Ms. Hanchette presented information on their recent trip to Miami, Florida and what they learned on New Urbanism (*Exhibit B*).

C. *Employee Introductions – Administrative*

Mr. Arntzen introduced the Port administrative team, Ms. Scott, Ms. Yates and Ms. Schumacher.

Ms. Scott, Ms. Yates and Ms. Schumacher gave a brief presentation on their administrative duties at the Port.

PORT OF KENNEWICK REGULAR COMMISSION MEETING

APRIL 14, 2026 MINUTES

DRAFT

REPORTS, COMMENTS AND DISCUSSION ITEMS

A. *Vista Field*

1. *Development Agreement*

Mr. Arntzen stated the current Vista Field Development Agreement was signed in December 2017, which outlined the contract between the City of Kennewick and the Port. The Agreement established the regulatory, timing and financial commitments of all parties. The Agreement expires in 2027, and the Port and City have been working on revising the document. The document was presented to the City Council in a workshop and the Planning Commission, who voted unanimously to forward the Development Agreement to the City Council for final approval. The City of Kennewick Council will be reviewing the new Vista Field Development Agreement at the April 21st Meeting.

B. *Kennewick Waterfront*

1. *Clover Island Artwork*

Mr. Boehnke reported that the *Mother of Reinvention II* has been repaired and reinstalled (*Exhibit C*).

C. *Public Disclosure Commission F-1 Forms*

Ms. Scott reported that all three Commissioners have turned in their Public Disclosure Commission F1 report as of April 13, 2026.

D. *CEO Report*

Mr. Arntzen reported that the Port team recently attended a John Maxwell team building and leadership seminar with the local representatives. Mr. Arntzen and the Maxwell team will present their findings to the Commission at a future meeting.

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

Commissioners reported on their respective committee meetings.

F. *Non-Scheduled Items*

Ms. Hanchette reported that Wheat Head on the Water will hold their grand opening on Saturday, April 18th from 12:00 p.m. to 9:00 p.m. at Columbia Gardens.

Commissioner Contreras stated, per the Port of Kennewick current Commission Rules of Policies and Procedures, paragraph 3.14.2 regarding Commissioner Disclosures, due annually on or before April 15th of 2026, he has no conflicts of interest.

PUBLIC COMMENTS

Tom Moak, Kennewick. Mr. Moak stated this is the first time hearing MCCM's presentation and during his travels, a children's museum is an important part of downtown and/or economic development. Mr. Moak encouraged the Port to take look at the children's museum at Vista Field. Mr. Moak sees Vista Field as the downtown area of Tri-Cities, and it will be where people want to congregate, and believes a children's museum would be an excellent addition to Vista Field. Mr. Moak stated MCCM has community partners, a building plan, fundraising plans, and businesses see it as an important part of our community,

PORT OF KENNEWICK REGULAR COMMISSION MEETING

APRIL 14, 2026 MINUTES

DRAFT

which the Arts Center Task Force did not have in place. Vista Field is a long-term project, and Mr. Moak stated the MCCM has a goal, but the Port should not hold them to an unrealistic target to raise \$50,000,000, but he believes that they have the horsepower to do that. Mr. Moak encouraged the Port to do the research and see if it would be a good fit for Vista Field. Mr. Moak congratulated Commissioner Contreras on his trip to Miami and was pleased he got to experience the full DPZ tour with Liz Platter-Zyberk and Andres Duany.

No further comments were made.

Commissioner Novakovich recessed the Regular Commission Meeting at 3:42 p.m.

Commissioner Novakovich stated at this time, the Port Commission will recess to Executive Session as allowed by law, pursuant to RCW 42.30.110 (1)(i)(iii) to discuss: two matters related to the legal and financial risk of a proposed action that the agency has identified when public discussion of the legal risks is likely to result in an adverse legal or financial consequence to the agency.

No decision will be made in executive session, and no action will be taken at the public portion of the meeting afterwards as a result of the executive session. The executive session will last approximately 30 minutes. This will allow time to disconnect and reconnect to the virtual meetings. Commissioner Novakovich asked the public to notify Port staff if they will return after the executive session so staff can advise if the session concludes early.

Commissioner Novakovich convened the meeting into Executive Session at 3:46 p.m. for approximately 30 minutes.

EXECUTIVE SESSION

RCW 42.30.110 (1)(i)(iii)

Ms. Scott exited the Executive Session at 4:16 p.m. and extended 15 minutes to 4:31 p.m.

Commissioner Novakovich adjourned the Executive Session at 4:20 p.m.

Commissioner Novakovich reconvened Regular Commission Meeting at 4:22 p.m.

No decisions or actions were made as a result of the Executive Session.

ADJOURNMENT

With no further business to bring before the Board; the meeting was adjourned at 4:22 p.m.

**PORT OF KENNEWICK
REGULAR COMMISSION MEETING**

APRIL 14, 2026 MINUTES

DRAFT

APPROVED:

**PORT of KENNEWICK
BOARD of COMMISSIONERS**

Kenneth Hohenberg, President

Skip Novakovich, Vice President

Raul Contreras Gonzalez, Secretary



Explore. Discover. Inspire.

Inspiring the future of Tri-Cities, WA through hands-on STEAM learning.



Our Team



Chelsea Blair
Board President
Fundraising Chair



Beth Crocker
Board Vice President
Mechanics Bank



Shannon Wakeman
Board Secretary
Director of Education



Margaret Sisseck
Board Treasurer



Tayler Parmley
Board Member



Steve Gruenberg
Board Member
Simplot



Jordan Tiegs
Board Member
Oregon Potato Company



Sean Markussen
Board Member
Frank & Sons Auto Body



Tyler Whitney
Board Member
Cable Huston LLP



Rob Ellsworth
Site Selection Committee
SVN Retter & Company



S.T.E.A.M. & The Power of Play

“Play is often talked about as if it were a relief from serious learning. But for children, play is serious learning. Play is really the work of childhood.”

- Mr. (Fred) Rogers



Hands -on, immersive play increases focus and participation in young children by 75%.¹



90% of brain development happens before kindergarten.²

Exposing children to a wide variety of open-ended activities increases creativity, problem -solving, language development, and social -emotional intelligence.



1. O. Ekwueme, C., E. Ekon, E., & C. Ezenwefife, D. (2015). The impact of hands-on-approach on student academic performance in basic science and mathematics. Higher Education Studies, 5(6), 47

2. Center on the Developing Child, “Brain Architecture,” Harvard University, July 2, 2019. Available at: <https://developingchild.harvard.edu/science/key-concepts/brain-architecture/>.



Workforce Development

Children's museums serve as **powerful catalysts for workforce development by reflecting the region's diverse and evolving industries** —locally: agriculture, clean energy, advanced manufacturing, and scientific research will be reflected in the museum. Through hands-on exhibits and locally inspired programming, MCCM will help children connect with the tools, technologies, and career pathways that shape our community. By fostering curiosity and early skill development, **children's museums lay the foundation for a homegrown workforce prepared to thrive in the industries critical to the region's future.**

DEVELOPING THE WORKFORCE

"You cannot be what you cannot see."

-Marian Wright Edelman (Founder: Children's Defense Fund)

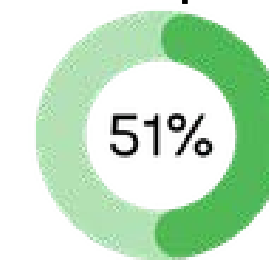


DISCOVERY PLACE KIDS | ROCKINGHAM

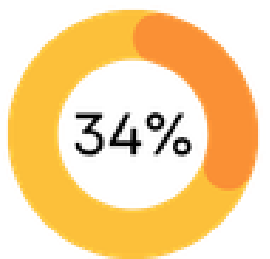
Locally, by 2030, 83% of high demand family -sustaining, wage jobs will require a postsecondary education.¹



51% of those jobs will be STEM or STEM -literacy based occupations.¹



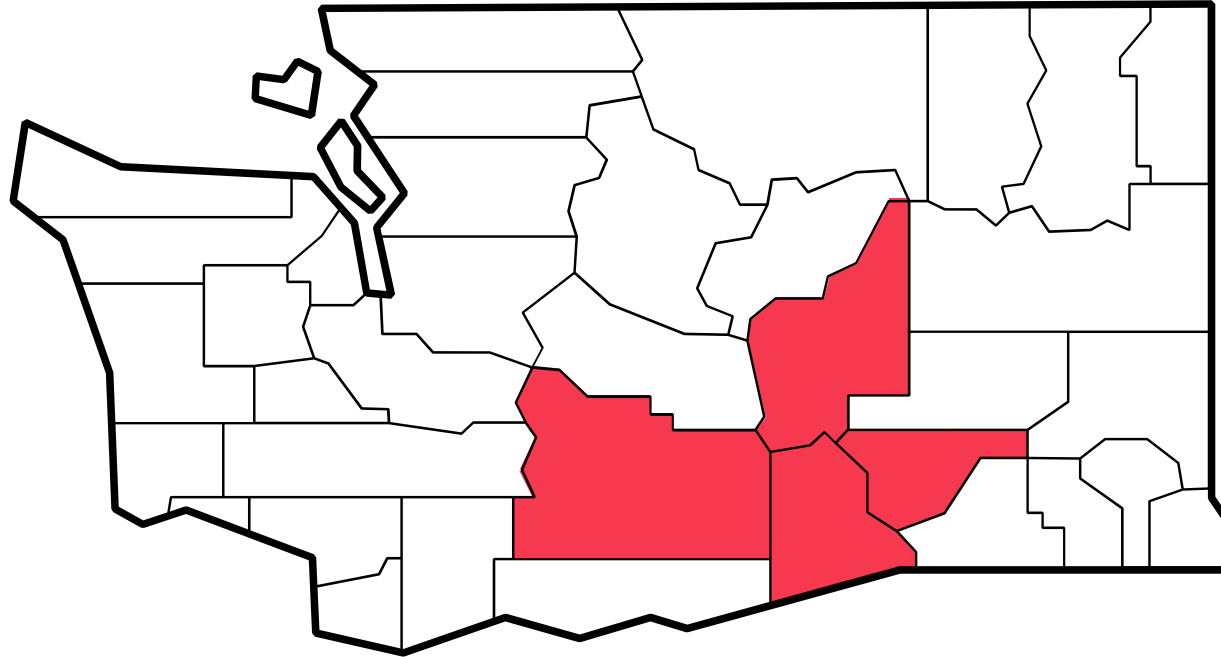
Current projections predict only 34% of these local jobs will be filled by local K -12 students.



1. Washington State STEM



Why The Tri - Cities?



Tri-Cities has limited year-round institutions with a focus on family engagement and **STEM/STEAM learning**. Benton, Franklin, Grant, and Yakima Counties are:

- **Childcare Deserts.** limited access to suitable early childhood education.¹
- **High Childhood Poverty Areas.** $\geq 20\%$ of childhood poverty.¹

73%

73% of children under 6 years old with working parents are **unable** to access quality-rated early learning, leading to **decreased kindergarten readiness**.¹

2

54%

Only 54% of regional children entering kindergarten are **math ready**. (compared to 66% statewide)²

2

58%

58% of regional students demonstrate **science skills and knowledge expected for their grade level**. (determined by 3rd grade testing)²

2



Economic Impact

A Family Destination That Drives Local Spending

Children's museums are proven community assets that attract families, support local businesses, and strengthen regional economies.

National research shows:

- Over 50% of children's museums built in the last decade have been part of downtown revitalization projects.
- Children's museums collectively attract millions of annual visitors, driving activity in surrounding districts.
- Families visiting museums typically spend \$23–\$38 per person locally on dining, shopping, and services beyond admission.
- Museums and cultural institutions also generate significant public value — producing more than \$5 in tax revenue for every \$1 of public funding.



- Relocated from a non-central location in 2023
- Explicitly designed as an anchor for downtown redevelopment, helping energize the area and serve as a community hub
- Draws over 80,000 visitors annually (MSA population 174,000)

1

1. <https://eauclaireddevelopment.com/new-childrens-museum-of-eau-claire-makes-space-for-creativity-and-community/>





Impact on the Tri - Cities Economy

Extending Tourism and Visitor Spending

The Tri-Cities is already a growing regional destination for sports tournaments, events, and family travel.

A children's museum strengthens this ecosystem by:

- Giving visiting families something to do between games or events
- Encouraging visitors to stay longer or add an extra night
- Increasing spending at restaurants, retail, and local attractions
- Creating a year-round indoor destination for families
- Instead of visitors leaving immediately after events, the museum helps convert day trips into weekend stays and additional local spending.



- Annual budget of \$1.2M
- Contributed \$5,530,055.82 annually to the local economy
- Annual visitation over 100,000 (MSA population 105,000)
- Visitors contributed an average of \$39 per visitor
- Overnight visitation contributed average average of \$105/visitor

2



ASSOCIATION OF
CHILDREN'S
MUSEUMS





Activating Undeveloped Land

A Catalyst for Surrounding Businesses

Children's museums are often used as anchor destinations within mixed-use developments and revitalization districts. Because families visit repeatedly, museums create consistent daytime foot traffic that supports nearby businesses such as:

- Family-friendly restaurants and cafés
- Ice cream, dessert, and snack shops
- Coffee shops and bakeries for parents
- Children's retail and toy stores
- Bookstores and educational shops
- Outdoor play areas or splash pads
- Seasonal markets and community events
- Small family entertainment businesses (mini-golf, arcades, climbing gyms)

A children's museum transforms undeveloped land into a family-focused destination district.

1. <https://explorefcm.org/news/explorations-v-childrens-museum-announces-renderings-and-major-galleries-for-new-facility-at-bonnet-springs-park/>



3

- Relocated in 2022 as part of a downtown-adjacent redevelopment project.
- Became the anchor institution for Bonnet Springs Park, a large new public park development.



ASSOCIATION OF
**CHILDREN'S
MUSEUMS**





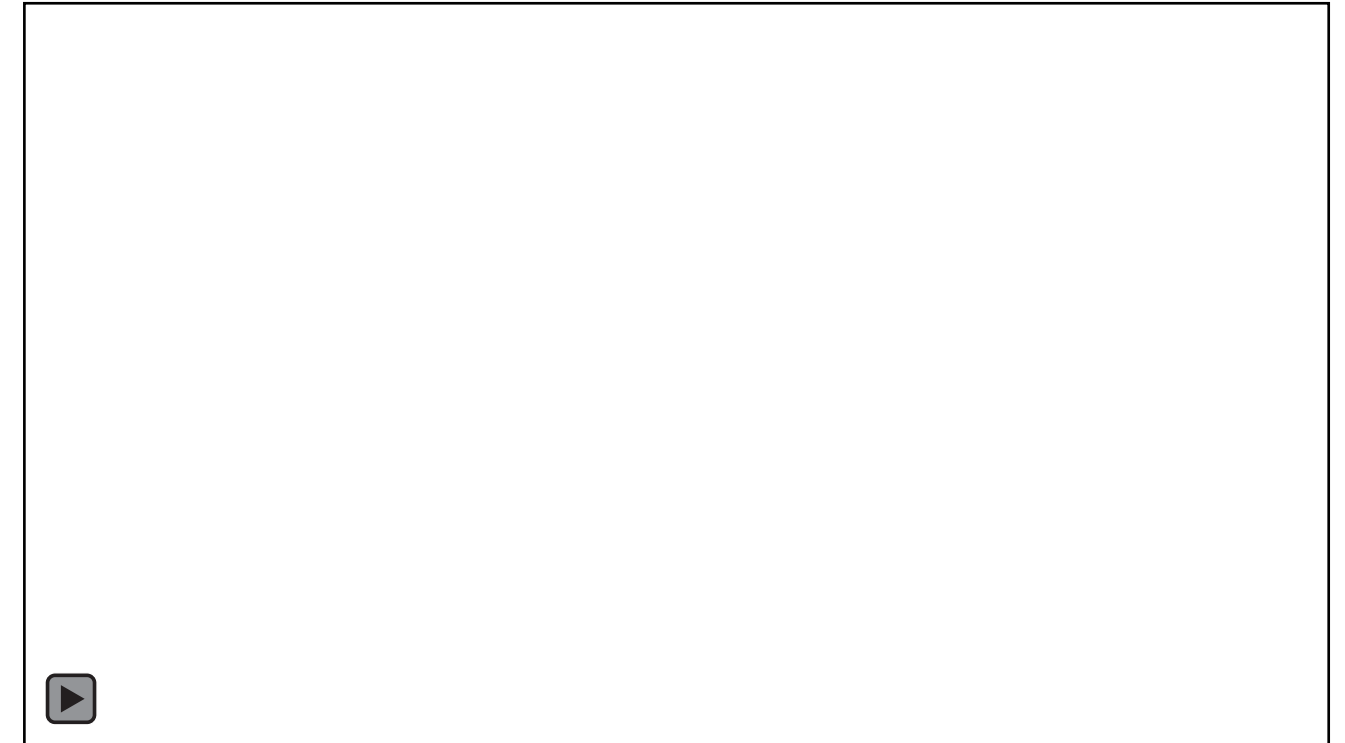
Proven Impact in Other Cities

Children's Museums as Community Anchors

Across the country, children's museums have helped activate new development and attract families to emerging districts.

These institutions demonstrate how children's museums serve as economic anchors that attract families, support local business growth, and strengthen regional identity.

- increase foot-traffic in retail areas, increasing spill-over spending to those businesses
- increase overnight stays for visitors coming into town for other events



- Built in 2024 in partnership with the City of El Paso as the 4 cornerstone of a downtown revitalization project.
- The City of El Paso, TX initiated a "Quality of Life" bond specifically targeted to revive downtown activity, increase tourism, and activate underused land and civic assets.
- A children's museum project was chosen to bring families into the urban core, and increase daytime + weekend foot traffic
- An 80,000 sqft building was built. 70% of the project was privately funded.





FEBRUARY 2023

The idea for a Tri-Cities Children's Museum was born.



MARCH 2023

The MCCM Board of Directors and Taskforce are formed.



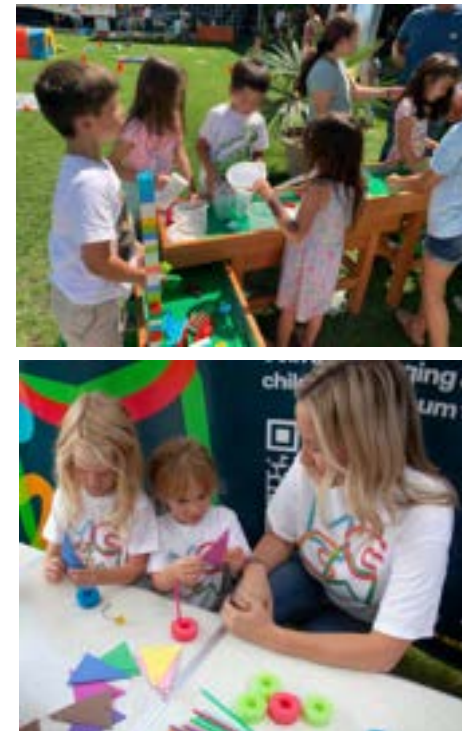
JUNE 2023

MCCM "goes live" gaining more than 1,000 followers in one week.



JULY 2023

MCCM launches our community events, drawing hundreds of families.



JULY 2023

MCCM receives 501(c)(3) approval from the IRS, allowing us to start Phase 1 fundraising.



OCTOBER 2023

MCCM's inaugural fundraiser draws more than 450 registrants!





Mid Columbia Children's Museum

JUNE 2025

After 1 year of community event, MCCM has served over 10,000 children & families.



AUGUST 2024

The MCCM Taskforce hires 2 consulting firms to help with the feasibility and planning.




Cameron Boodram
MGMP (based in LA) is a national leader in planning for museums with over 35 years of experience in strategic and business planning. Cameron will manage the market feasibility and planning study.

Alissa Rupp
FRAME (based in Seattle) in partnership with the PNW Children's Museum Collaborative will create artistic renderings for MCCM and lead visitor experience planning.

OCTOBER 2024

2nd Annual Monster Mash 5k & Creature Crawl 1k draws 800+ registrants & 22 community partners!



NOVEMBER 2024

MCCM hosts Stakeholder and Visionary meetings, gathering information from more than 50 community organizations.



JUNE 2025

After being selected as a Tri-Cities Legislative Council 2025 priority project MCCM receives \$1,000,000 from the state capital budget.




BREAKING NEWS

MID-COLUMBIA CHILDREN'S MUSEUM RECEIVES \$1 MILLION FROM WA STATE CAPITAL BUDGET

The Mid-Columbia Children's Museum (MCCM) is one step closer to becoming a hub for hands-on STEAM learning and cultural connection thanks to a \$1 million allocation included in Washington State's recently passed capital budget. The funding, championed by Senator Perry Duzer (18th District) and supported by State Representatives April Connors and Stephanie Barnard (8th District), will help advance planning and design for a dedicated children's museum with a strong focus on STEAM education and local workforce development.

www.mccmuseum.org

FEB 2026

MCCM is on the move! With a grant from Batelle and the Pacific Northwest National Laboratory, the "MCCMobile" trailer will serve our community with STEAM activities!





Stakeholder Discussions & Visioning Workshops



EXHIBIT A



65 participants from 45 organizations

- Elected officials
- Industry Leaders
- School districts and educational services
- Local Non -profits serving children and families

What makes us the ' *Tri - Cities*'?

- *Energy*
- *Water*
- *Bridges & Transportation*
- *Agriculture & Food Production*
- *Nature, Landscape, & Geology*
- *Wind!*
- *Innovation & STEM*
- *Culture & People*
- *Tribes & Indigenous Culture*
- *Recreation*











The Process

Phase 1 *complete!*

- ✓ Strategic Planning
- ✓ Founding Task Force
- ✓ Establish Nonprofit
- ✓ Board Members
- ✓ Community Engagement

Phase 2 *complete!*

- ✓ Initial Capital Campaign
- ✓ Feasibility Study
- ✓ Potential Site Assessment
- ✓ Visitor Experience Plan
- ✓ Operating Plan
- ✓ Stakeholder Engagement

Phase 3

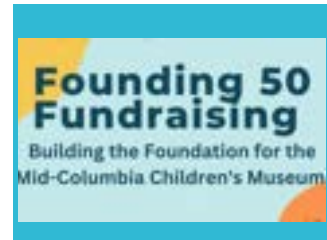
- Public Private Partnership
- Site Selection
- Building Pre-design Concept
- Building Schematic Design
- Exhibit Pre-design Concept
- Exhibit Schematic Design

Phase 4

- Building Capital Campaign
- Building Construction
- Exhibit Construction
- Pre-opening staffing & organizational groundwork
- Final Business Plan/Model

Phase 5

- Museum Opening
- Community Impact
- Evaluation





What's Next? Phase 3

Partially funded by \$1,000,000 state budget allocation!

Public -Private Partnership & Site Selection

→ MCCM is currently assessing local sites in partnership with local municipalities.



Building Pre -design Concept & Schematic Design

→ Architecture & Engineering including: Building & Landscape Architecture, Civil & Structural Engineering, Mechanical, Electrical, Plumbing, Fire Protection, Cost Estimating through Construction Administration.

Exhibit Pre -design Concept & Schematic Design

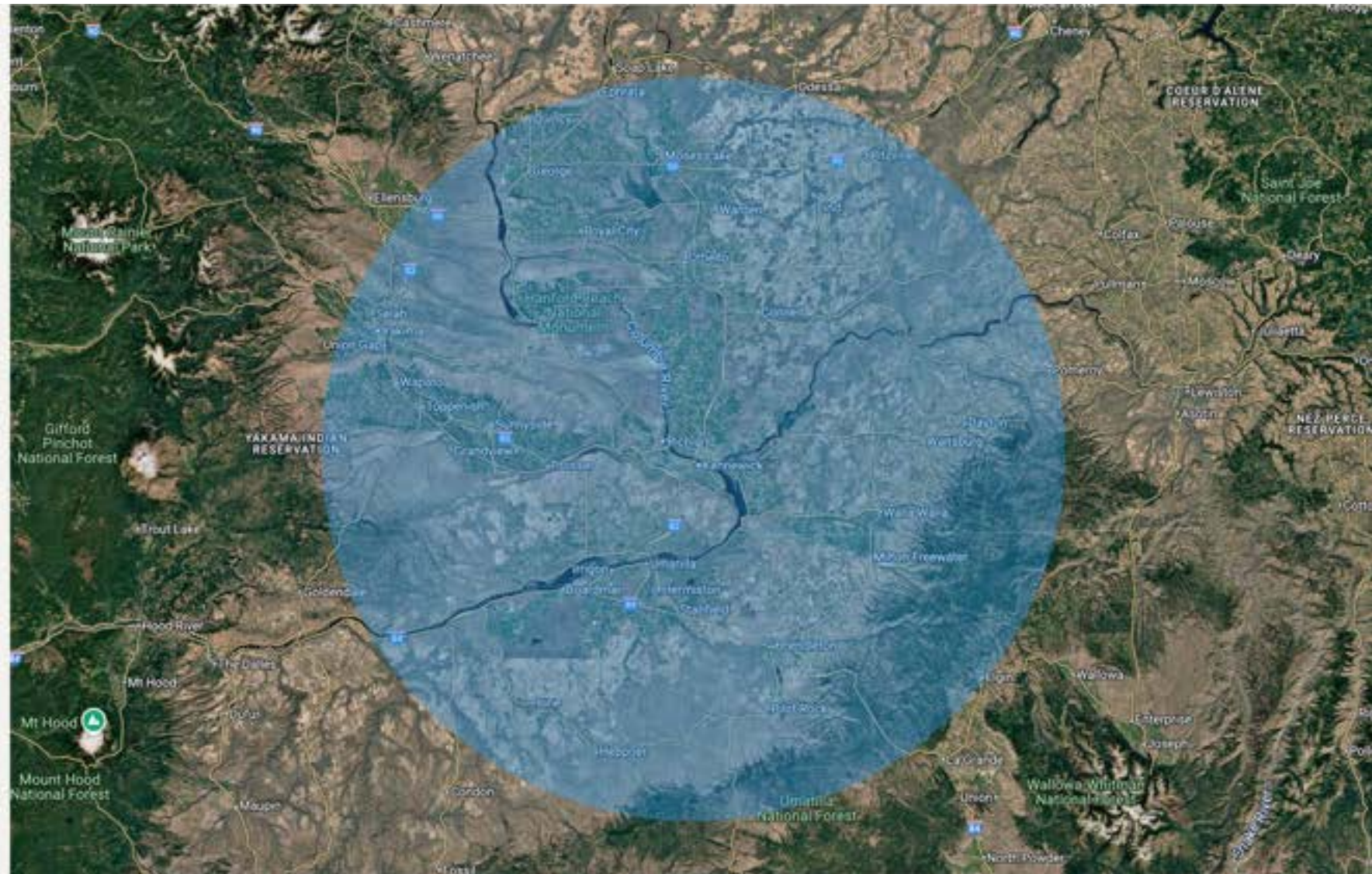
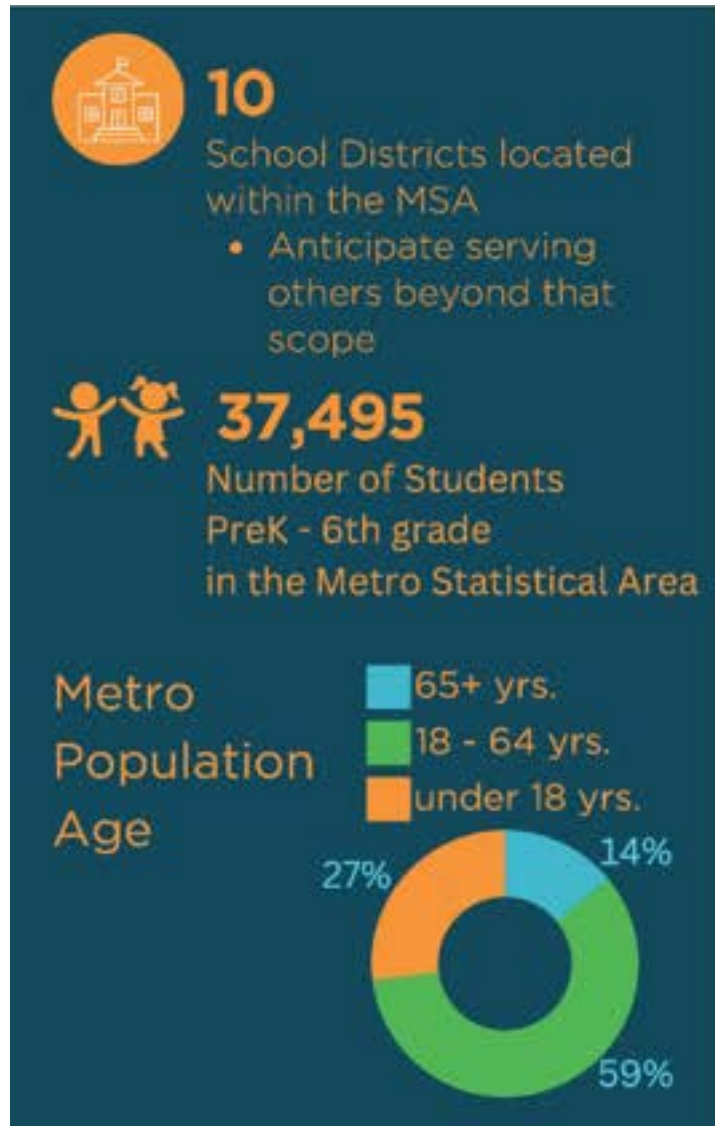
→ Architecture & Engineering including: Graphics and Content Development, Fabricator Engagement, Development and Design of Specialty Exhibits, etc.

The Impact

Concept and Schematic Design are the keystones of any successful capital campaign, offering the vision and details that bring capital project to life. Along with private funds MCCM will pursue private grants, public grants and funding opportunities, a state/federal appropriations.



Audience and Attendance



Local MSA: **314,000**

Costco catchment area: **1 million**

2024 Annual participation in MCCM events: **10,000+ visitors**

Preliminary projected annual attendance: **over 100,000***

*based on assessed comparables: Medford, OR | Mesa, AZ | Huntsville, AL | Bentonville, AR | Columbia, SC | Albuquerque, NM | L

itt le Rock, AR | Wilmington, NC | Lafayette, LA



Site Requirements

Public -Private Partnership
& Site Selection

MCCM is seeking proposals for Public -Private partnership. An ideal partnership allows Port of Kennewick to maintain ownership of the land and lease to MCCM.

Required acreage:

- 2.5 - 3.0 acres
- accommodates 35,000sqft single story building plus 1.0 acre outdoor exhibit space
- excludes parking





Moving Forward

Plannin

- g RFP release
- Site Determination
- Pre-Concept Design
- Schematic Design
- Site Planning
- Architectural Design
- Exhibit Design

Fundraisin

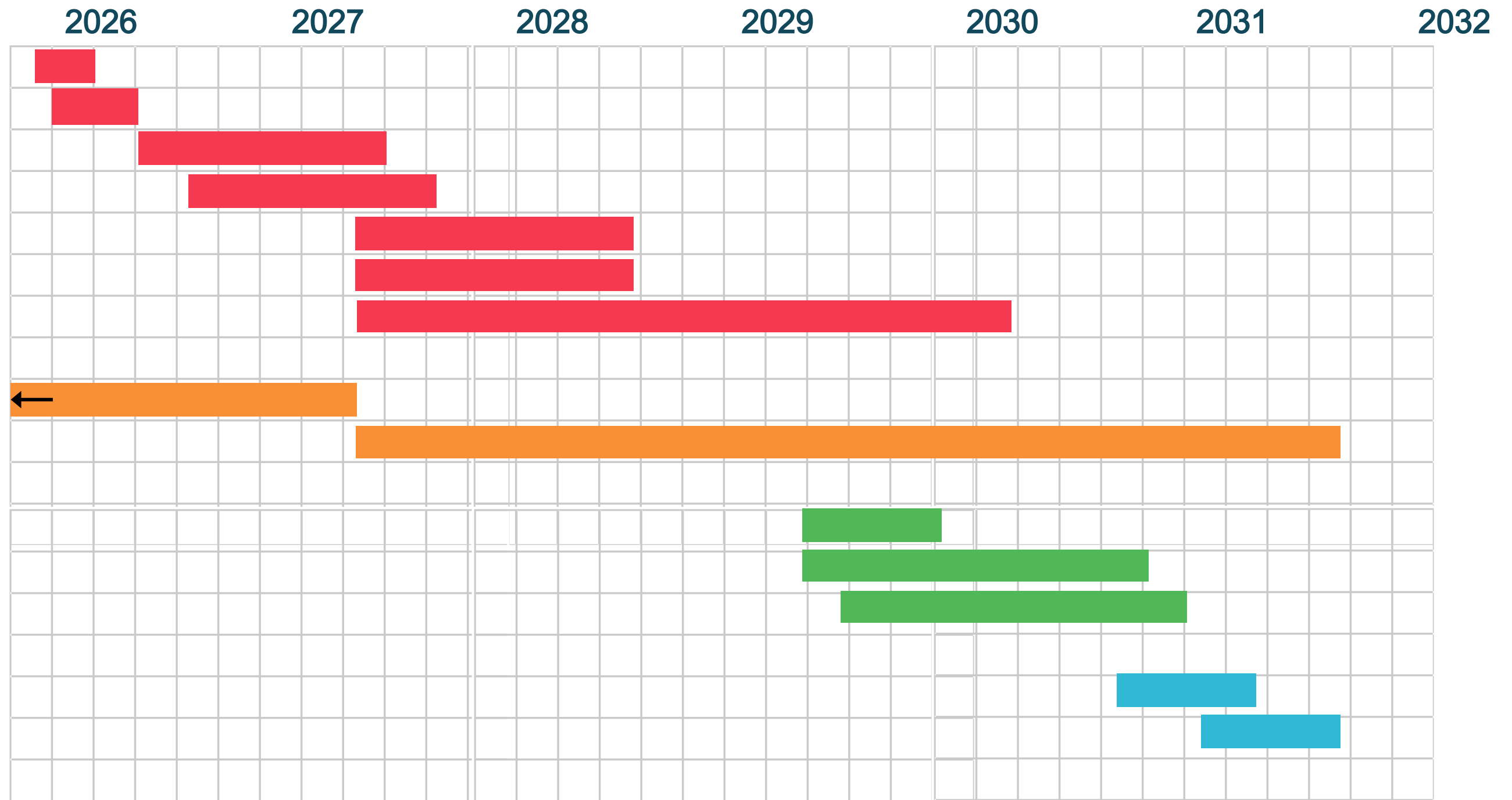
- g • Pre-campaign fundraising
- Capital Campaign

Constructio

- n Break Ground
- Exhibit Fabrication
- Building Construction

Operation

- s Onboarding
- Opening

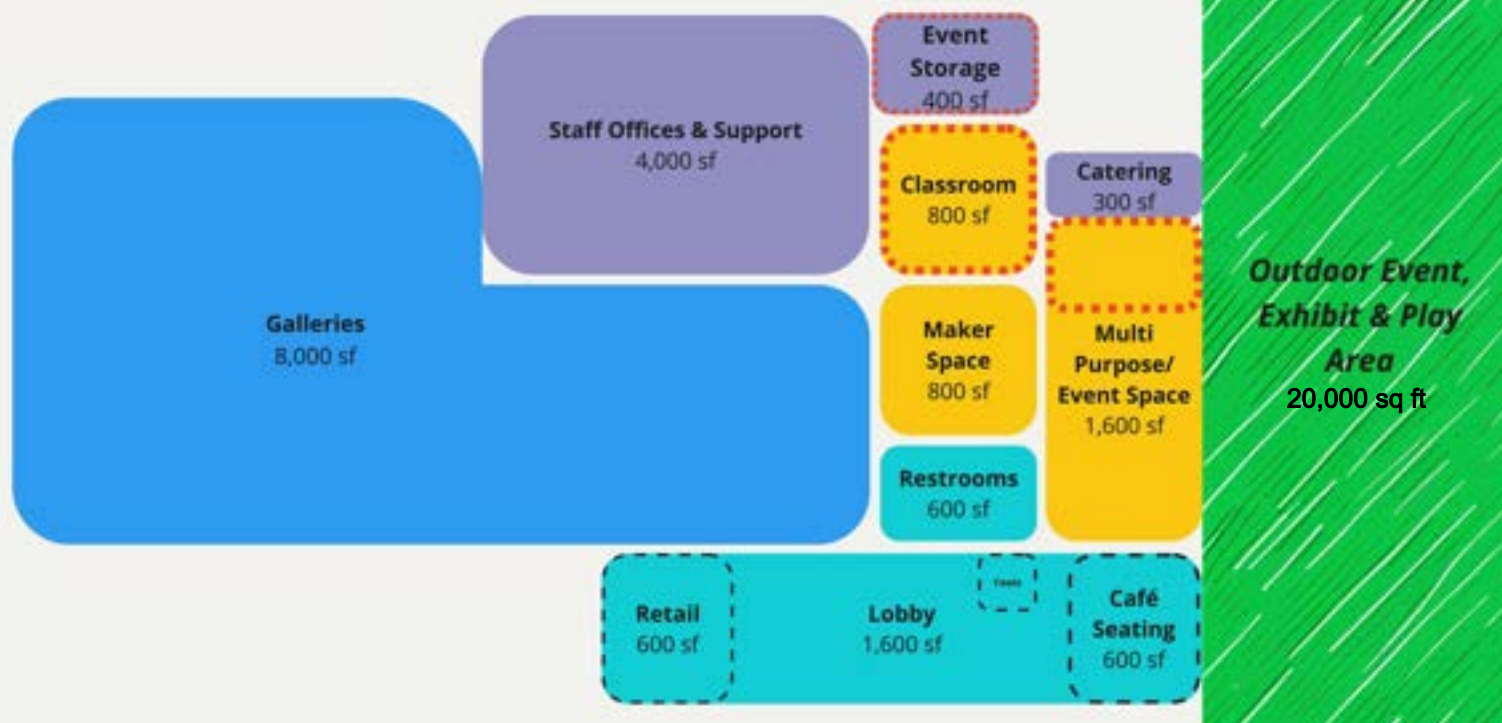


Gantt chart timelines are estimates based on best practices, comparable studies, and industry standards for similar non-profit children's museum projects. Actual timing may vary significantly, with fundraising outcomes being a key factor that can accelerate or delay the overall schedule.



Smaller Scale Facility Option :

- 20,746 gross sq.ft .
- approx . 13,800 exhibit space
- \$34 - 39 million total project cost*



Large Scale Facility Option :

- 29,580 gross sqft
- approx . 19,700 exhibit space
- \$46 - 52 million total project cost*



Community Events 2024



- TC Family Expo
- Tri-City American's Kids Zone
- Prosser Science Expo
- Dia del niños y los libros
- Creative Constructors @ Burbank Library
- REACH Sensory Night
- City of Richland - Dino Dig
- World Wide Day Play
- MCCM Monster Mash 5k & Creature Crawl 1k
- Brain Games
- Introduce a Girl to Engineering Day
- Kid's Engineering Day: Benton City
- Our Autism Journey Walk
- Salmon Summit
- Tri-Town Get Down
- Mid-Columbia Library Take Over - Kennewick
- TC Diversity & Inclusion Council Celebration of Diversity
- Buddy Walk
- Cork's Place: Dia de Los Muertos



Community Events 2025



- Introduce a Girl to Engineering Day
- Kid's Engineering Day
- Tri -City American's Half Time
- Better Together: Our Autism Journey
- Dia De Los Ninos
- Prosser Science Expo
- Salmon Summit
- Fusion Fest
- Richland Library: Kick off to Summer
- Pop -up Playdate: Community Helpers
- Cardboard City @ Tri -City Food Co -op
- Thunder on the Island
- Kennewick National Night Out
- "Grands and Gears" Intergenerational Play
- Pop -up Playdate: Dino Dig
- SOCO Creative Arts
- IronMAN Tri -Cities
- Buddy Walk
- Kid's Zone at Tri -Cities AMS
- Mid -Columbia Library (Pasco) Take -Over
- MCCM Monster Mash 5k & Creature Crawl 1k
- Dia de Los Muertos Cork's Place

Thank you to Our Supporters

EXHIBIT A

Interested in Learning More?
info@mccmuseum.org



Founding 50 Donors:



Sponsors:





Visionary

\$10,000+

Dreamer

							
---	---	--	---	--	--	--	--

\$5,000+

Creator

\$2,000+



New Urbanism Immersion Tour

April 2026



EXHIBIT B

Miami Beach - Española Way



EXHIBIT B

DPZ Office





EXHIBIT B

DPZ Office



EXHIBIT B

Miami - Design District

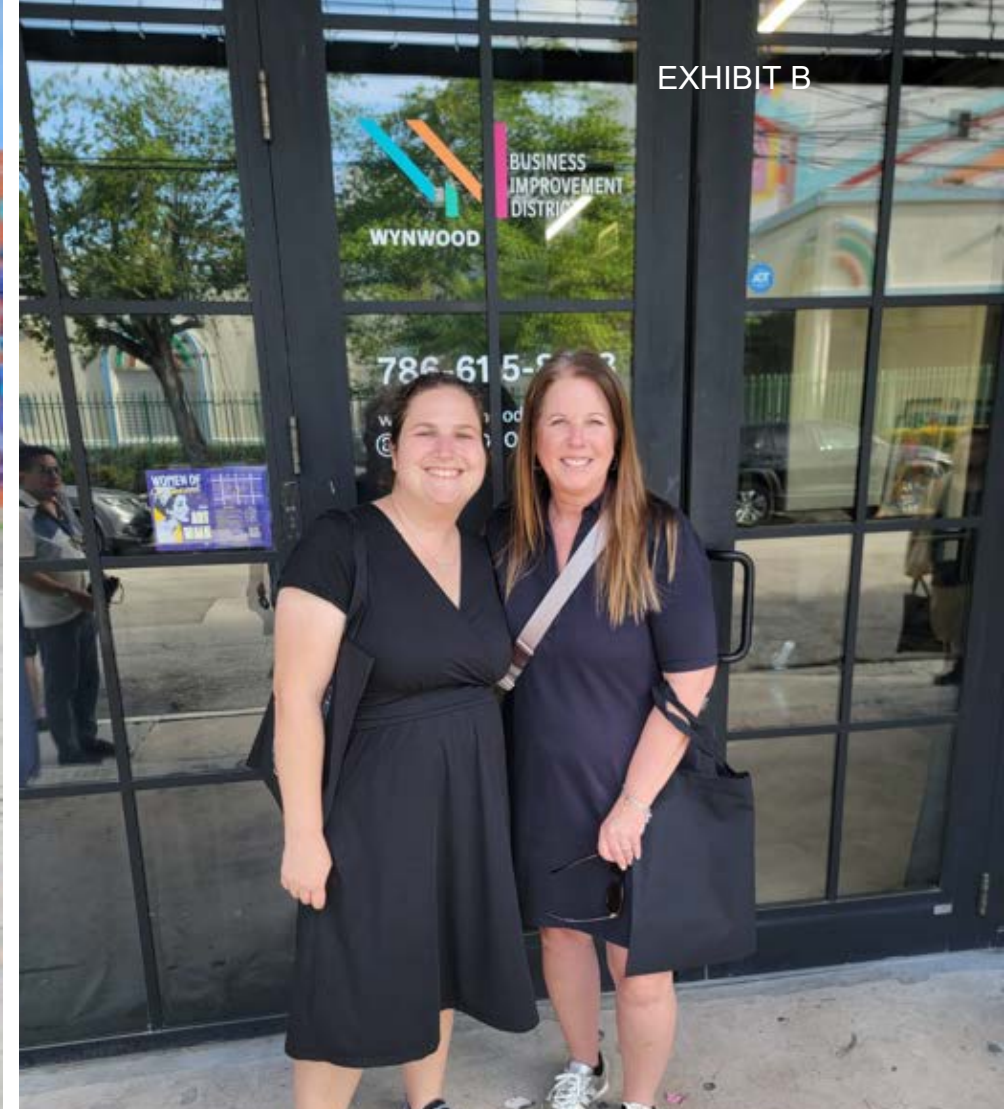


EXHIBIT B

Miami - Wynwood Arts District



Miami - Upper Buena Vista



EXHIBIT B

Miami - Coral Gables



EXHIBIT B

Miami - Coral Gables



Miami - Coral Gables



EXHIBIT B

Miami - Downtown Doral





Miami - Waterfront & Little River Tour



EXHIBIT B

Boca Raton - Charlston Place



Boca Raton - Charlston Place



Palm Beach - Phipps Plaza Neighborhood



Palm Beach - Worth Avenue



EXHIBIT B

Palm Beach - Worth Avenue

Thank You



Mother of Reinvention II Repair & Reinstallation

April 14, 2026

Michael Boehnke
Director of Operations



Damaged Artwork



Repair



Reinstalled on March 31



Reinstalled on March 31



Reinstalled on March 31



AGENDA REPORT

TO: Port Commission

FROM: Amber Hanchette, Director of Real Estate

MEETING DATE: April 28, 2026

AGENDA ITEM: VFDF-A Lease Proposal - Benton Franklin Head Start

I. REFERENCE(S): Proposed Lease and Resolution 2026-08

II. DISCUSSION:

Benton Franklin Head Start (Head Start) is a non-profit 501(c)(3) established in 1965 to support income-eligible families in Kennewick, Pasco, Richland and Benton City with school preparedness.

Head Start representatives contacted port staff about the possibility of moving their administrative offices with approximately 30 staff members to the port's Vista Field Development Facility A at 415 N. Roosevelt in Kennewick.

Head Start would occupy approximately 9,576 square feet of roughly 25,000 square feet of vacant space in Building A.



The VFDF-A building was previously occupied by Bruker Elemental who moved out of the Tri-Cities in 2023 due to corporate restructuring and offshore manufacturing.

Lease Terms:

- **Five (5) year lease with one (1) five-year option.**
- **Lease start date – June 1, 2026**
- **Modified Gross – separately metered utilities paid by Tenant directly to utility provider.**
- **Use of Space – Administrative offices and training area.**
- **Leased Area – Approximately 9,500 square feet in north side of building.**
- **Common area parking and courtyards.**
- **Beginning monthly rent (without LET) - \$6,224.40**
- **Annual base rent escalation – 3%**
- **Corporate Surety Bond**
- **Space Modifications – Construction of a small office for their finance director, returning a couple of separation walls.**

Highlighted Adjustments to Standard Lease:

- **Article 3 – added language**
Notwithstanding any provision to the contrary, Tenant’s obligations under this Lease are expressly contingent upon the continued availability of federal Head Start/Early Head Start funding. In the event federal Head Start/Early Head Start is reduced, suspended, or terminated, or is otherwise insufficient to support Tenant’s operations at the Premises, Tenant may terminate this Lease upon providing one hundred eighty (180) days’ written notice to Landlord. Within ten (10) days of submitting its written intent for such termination, Tenant shall pay the amount of the lease Bond to Landlord, and shall further be liable for Rent and other charges accrued through the effective date of such termination, and Landlord thereafter waives any claim to future rents, damages, or penalties.
- **Article 19 – Assignment and Subletting - added language**
Notwithstanding the foregoing, the Parties agree that Tenant may sublease all or a portion of the Premises to Early Head Start upon sixty (60) days written notice to Landlord.

III. ACTION REQUESTED OF COMMISSION:

Motion: I move approval of Resolution 2026-08 approving a 5-year commercial lease with one 5-year option for Benton Franklin Head Start; 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. 2026-08

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING
A LEASE AGREEMENT WITH BENTON FRANKLIN HEAD START***

WHEREAS, the Port of Kennewick (Port) is authorized to enter into certain leases upon such terms as the Port Commission deems proper; and

WHEREAS, a five year lease with one (1) five year option to extend for 9,576 square feet of office and training space has been negotiated by Port staff with Benton Franklin Head Start, a Washington State 501(c)(3) non-profit; and

WHEREAS, the Port Commission has called a regularly scheduled public meeting with notice of such meeting given as provided by law and such public meeting was held at such time and on said date; and

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

WHEREAS, after consideration of the attached lease agreement, the Port Commission has determined that the lease is proper.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Port of Kennewick approves a five year lease with one (1) five year option to extend with Benton Franklin Head Start as presented and 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 all action by port officers and employees in furtherance hereof is ratified and approved; and further that the port Chief Executive Officer is authorized to take all action necessary in furtherance hereof.

ADOPTED by the Board of Commissioners of the Port of Kennewick this 28th day of April, 2026.

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

By: _____

Kenneth Hohenberg, President

By: _____

Skip Novakovich, Vice President

By: _____

Raul Contreras Gonzalez, Secretary

**COMMERCIAL PROPERTY
LEASE AGREEMENT**

**BETWEEN
PORT OF KENNEWICK,
LANDLORD**

AND

**Benton Franklin Head Start,
TENANT**

415 N. Roosevelt, Building A (Suite 1 & 2), Kennewick

Vista Field Development Facility A

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**PORT OF KENNEWICK LEASE AGREEMENT
(Commercial Property)**

THIS COMMERCIAL LEASE (this “Lease Agreement”), is entered into this 1st day of June, 2026 (the “Effective Date”), by and between the PORT OF KENNEWICK, a Washington municipal corporation (as “Landlord”) and Benton Franklin Head Start, a Washington State 501(c)(3) Non-Profit (as “Tenant”), who may be collectively referred to herein as the “Parties.”

RECITALS

- A. Landlord is the sole owner of the Premises described below, and desires to lease the Premises to a suitable Tenant for a business purpose; and
- B. Tenant desires to lease the Premises described below for the purpose of general office work related to the operation of its regional preschool program. Premises will not be used as a preschool location; and
- C. The Parties desire to enter a lease agreement defining their rights, duties and liabilities relating to the Premises; and

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the Parties agree as follows:

AGREEMENT

BASIC LEASE PROVISIONS

The following Basic Lease Provisions are hereby incorporated herewith as part of this Lease Agreement:

- 1. Effective Date: June 1, 2026.
- 2. Landlord: Port of Kennewick, a Washington municipal Corporation
- 3. Tenant: Benton Franklin Head Start, a Washington State 501(c)(3)
- 4. Premises: The Premises shall mean the real property located at 415 N. Roosevelt, Building A, Suite 1 & 2, Kennewick, as described on **Exhibit “A”** attached

hereto and incorporated herein by reference, and any improvements located thereon.

5. Permitted Use: Check all that apply:
 Light manufacturing;
 Wholesale receiving/shipping;
 Administrative & training offices
Other: (Describe) _____
6. Term: Commencing on the Lease Commencement Date and terminating on the Expiration Date.
7. Lease Commencement Date: The date which is the earlier of (a) June 1, 2026, and (b) the date Tenant begins using the Premises for any reason.
8. Expiration Date: May 31, 2031.
9. Annual Price Per Square Foot: \$7.75 psf
Annual rent escalation of 3% beginning June 1, 2027.
10. Total Square Feet Leased: 9,576 square feet (9,504 sf office, 72 sf common area hallway)
11. Base Monthly Rent (without LET):
YEAR 1: \$ 6,224.40
YEAR 2: \$ 6,370.04
YEAR 3: \$ 6,561.14
YEAR 4: \$ 6,757.97
YEAR 5: \$ 6,960.71
12. Leasehold Tax (LET): Current Washington State Leasehold Tax shall be added to Base Rent. Current effective rate is 12.84% (2025).
13. Total Monthly Rent (includes LET): YEAR 1: \$ 7,023.61
YEAR 2: \$ 7,187.95
YEAR 3: \$ 7,403.59

YEAR 4: \$ 7,625.69
YEAR 5: \$ 7,854.46

14. Monthly Utilities: See Article 7.
15. Rent Due Date: The Lease Commencement Date and the first day of each month thereafter.
16. Financial Security: Check all that apply:
_____ \$ _____ deposit;
 Corporate surety bond;
_____ Personal Guaranty (**Exhibit B**);
_____ Other financial security: _____

17. Landlord's Address for Notices and Rent Payments:
Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336
- Tenant's Address for Notices:
Benton Franklin Head Start
415 N. Roosevelt St. Suite 1
Kenewick, WA 99336
(509) 735-1062
Magen Russell
magenv@bfhs.net
18. Exhibits: **Exhibit A:** Legal Description of Premises

ARTICLE 1 PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises, which Premises are more particularly described in the Basic Lease provisions above.

ARTICLE 2 USE OF PREMISES

Tenant shall occupy and use the Premises for such uses as described in the Basic Lease provisions above. Tenant may not use the Premises for any other business purpose except as may be authorized in writing by Landlord at Landlord's sole discretion. No smoking shall be allowed within any portion of the Premises and within twenty-five (25) feet of all entryways.

Landlord shall give Tenant and its authorized representatives, the nonexclusive and reasonable right to use the Common Areas in Tenant's ordinary course of business, provided however, that such use is consistent with the purposes of the Common Areas. The term "Common Areas" means areas and facilities outside the Premises that are provided for the general use and convenience of Tenant and of other Tenants and their respective authorized representatives, guests, and invitees. Common Areas include, without limitation, landscaped areas, public lobbies and hallways, sidewalks, loading areas, parking areas, service corridors and restrooms. Tenant shall not store any items or objects in Common Areas except as authorized in writing by Landlord.

Tenant shall not create, maintain nor permit on the Premises any nuisance and shall, at Tenant's expense, at all time keep the Premises in an orderly, clean, sanitary and safe condition.

ARTICLE 3 TERM

The Term hereof shall commence on the Lease Commencement Date defined in the Basic Lease Provisions and shall terminate on the Expiration Date defined in the Basic Lease Provisions, unless earlier terminated.

Tenant shall have the option to renew this Lease Agreement for one (1) five (5) year extension term with a 3% annual base rent escalation, but only if Tenant gives Landlord written notice thereof not less than sixty (60) days prior to the Expiration Date. If Tenant timely exercises this option, then the Lease Agreement shall continue in effect on the same terms and conditions, except that rent shall be adjusted in the manner provided in Article 4 below and there shall be no further renewal options. Tenant's right to the renewal term shall be contingent upon Tenant not being in default hereunder at the time of notice of intent is given or at any time thereafter prior to the beginning of the renewal term.

Notwithstanding any provision to the contrary, Tenant's obligations under this Lease are expressly contingent upon the continued availability of federal Head Start/Early Head Start funding. In the event federal Head Start/Early Head Start is reduced, suspended, or terminated, or is otherwise insufficient to support Tenant's operations at the Premises, Tenant may terminate this Lease upon

providing one hundred eighty (180) days' written notice to Landlord. Within ten (10) days of submitting its written intent for such termination, Tenant shall pay the amount of the lease Bond to Landlord, and shall further be liable for Rent and other charges accrued through the effective date of such termination, and Landlord thereafter waives any claim to future rents, damages, or penalties.

ARTICLE 4 RENT

- 4.1 Amount of Payments. On or before the first day of each month of this Lease, Tenant shall pay to Landlord the Total Monthly Rent and all other assessment, charges, and fees as provided in this Article 4 and as otherwise set forth in this Lease, at the Landlord's address set forth in the Basic Lease Provisions.
- 4.2 Late Fee. If any sums payable by Tenant to Landlord under this Lease Agreement are not received by the fifteenth (15th) day of the month in which they are due, Tenant shall pay Landlord an additional amount for the cost of collecting and handling such late payment as a late fee in an amount equal to the greater of (i) Fifty Dollars (\$50.00), or (ii) five percent (5%) of the overdue amount.
- 4.3 Interest. In addition to any applicable late fees, 12% APR interest (1% per month), shall be applied to the total unpaid balances calculated from the original due date to the date of payment.
- 4.4 Non-Sufficient Funds (NSF). If a Tenant check is returned by the bank for any reason, Tenant shall pay a NSF fee of Fifty Dollars (\$50) for administrative costs related to collecting and handling such returned check. The Tenant shall also pay any associated bank fees charged to the Port related to the returned check. Landlord may require, at Landlord's sole discretion that Tenant's future payments be made by cash, cashier's check or money order.

Landlord and Tenant hereby agree that these charges represent a fair and reasonable estimate of what the Landlord might incur by reason of Tenant's late or NSF payment. These fees are due and payable with the current rent payment. Landlord's acceptance of any late charge, interest or NSF fee shall not be deemed an extension of the date rent is due or prevent Landlord from exercising any other rights or remedies under this Lease.

The Landlord reserves the right to revise its policy regarding late payment, interest and NSF check charges without notice to Tenant.

ARTICLE 5 FINANCIAL SECURITY

In compliance with the requirements of the state law, Tenant agrees that it will secure the performance of the rental portion of this Lease Agreement by providing ~~a Personal Guaranty in the form as set forth in Exhibit "B"~~ and one or more of the following: (1) a deposit in the amount set forth in the Basic Lease Provisions, or (2) procuring and maintaining, during the term of this

Lease, a corporate surety bond (“Bond”), or (3) by providing other financial security satisfactory to Landlord.

The Bond shall be in a form and issued by a surety company acceptable to Landlord and shall comply with the requirements of Washington law. Tenant shall obtain such Bond and forward evidence thereof to Landlord within fourteen (14) days of execution of this Lease, but in no event later than the Lease Commencement Date. Failure to comply with this requirement shall be grounds for immediate termination of this Lease Agreement without notice by Landlord. Such Bond shall be kept in effect during the term of this Lease; failure to comply with this requirement shall render Tenant in default. The Bond shall be increased to reflect any increases in Rent.

Upon any default by Tenant of its obligations under this Lease, Landlord may collect on the Bond to offset the Tenant’s liability to Landlord. Collection on the Bond shall not relieve Tenant of liability, shall not limit any of Landlord’s other remedies, and shall not reinstate or cure the default or prevent termination of the Lease Agreement because of the default.

ARTICLE 6 TAXES & ASSESSMENTS

- 6.1 Property Taxes. Landlord will pay property tax on Premise’s real property and any building or structure that is permanently attached to the real property, unless such building or structure is added after the Effective Date of this Lease Agreement at the request of Tenant.
- 6.2 Personal Property Taxes. Tenant shall pay when due all license fees, public charges, taxes and assessments on the Tenant-owned trade fixtures, furniture, other fixtures, equipment, inventory and all other personal property of or being used by Tenant in the Premises, whether or not owned by Tenant.
- 6.3 Additional Taxes/Assessments; Leasehold Excise Tax (LET). Tenant shall also pay: (a) all special taxes and assessments (including irrigation assessments) or license fees now or hereafter levied, assessed or imposed by law or ordinance, by reason of Tenant’s use of the Premises; (b) all business and occupation tax and any tax, assessment, levy or charge assessed on the Rent paid under this Lease; (c) the statutory leasehold excise tax imposed in connection with the Rent due hereunder or otherwise due as a consequence of this Lease; and (d) any excise, transaction, sales, privilege, or other tax (other than net income and/or estate taxes) now or in the future imposed by the city, county, state or any other government or governmental agency upon Landlord and attributable to or measured by the Rent or other charges or prorations payable by Tenant pursuant to this Lease.

ARTICLE 7 UTILITIES

Tenant shall be solely responsible to Landlord for the payment of all assessments, charges and/or fees pertaining to the Premises, including but not limited to, water assessments, charges for public utilities, license and permit fees which may, during the Lease Term, be assessed, levied, charged, confirmed or imposed i) on the Premises or any part thereof, ii) on improvements now or hereafter

comprising a part thereof, and iii) on the use or occupancy of the Premises. Tenant shall pay all such assessments, charges and/or fees to Landlord when due.

Landlord shall pay all assessments, charges and/or fees for shared sewer, garbage, common area utilities and maintenance. Landlord shall pay water assessments if water is not separately metered to the Premises. Tenant shall be solely responsible for payment of all separately metered electrical and water assessments charged to the Premises. Tenant shall pay all such charges directly to utility provider when due. Tenant shall be solely responsible for all separately metered electrical and water assessments which may, during the Lease Term, be assessed, levied, charged, confirmed or imposed i) on the Premises or any part thereof, ii) on improvements now or hereafter comprising a part thereof, and iii) on the use or occupancy of the Premises. Tenant shall pay all such assessments, charges and/or fees when due.

Electricity Meters Assigned to Tenant: 231971, 23192

Water Meters Assigned to Tenant: 211295640

Interruptions: There shall be no abatement of rent and Landlord shall not be liable for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Landlord's reasonable control or in cooperation with governmental request or directions.

ARTICLE 8 INSURANCE

- 8.1 Insurance. Tenant, at its own expense, shall provide and keep in force all insurance deemed appropriate for the purposes that the Premises are to be used and with companies reasonably acceptable to Landlord, including but not limited to the following:
- (c) Commercial General Liability Insurance. Commercial General Liability (CGL) insurance for the benefit of Landlord and Tenant jointly against liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) for any one occurrence for this location, including coverage for contractual liability and personal injury, with a \$2,000,000 aggregate limit;. Landlord reserves the right to require higher liability limits and/or to change insurance requirements at any time during the term of the lease with thirty (30) days' notice to Tenant.
 - (d) Statutory Workers' Compensation. Statutory Workers' Compensation, including at least \$250,000 Employer's Contingent Liability (Stop Gap) coverage in Tenant's commercial general liability insurance.
 - (e) Automobile Liability Insurance. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000, including all owned, non-owned and hired vehicles and covering claims for damages because of bodily injury or death of any person

or property damage arising out of ownership, maintenance or use of any motor vehicle.

- (f) Property Insurance. Property insurance covering all leasehold improvements to the Premises, furniture, fixtures, equipment, inventory and other personal property located on the Premises (and, at Landlord's election, on all buildings and other improvements now or hereafter existing at the Premises) in an amount of not less than one hundred percent (100%) insurable replacement value minimum co-insurance of 80%, "Special Form—Causes of Loss", with Flood Insurance if Landlord reasonably deems such insurance to be necessary or desirable, and replacement cost coverage to protect against loss of owned or rented equipment and tools brought onto or used at the Property by Tenant.

8.2 Requirements. The foregoing insurance requirements shall be placed with an insurance company or companies admitted to do business in the State of Washington and shall have an A.M. Best's rating of A-/ or better. Tenant shall furnish Landlord with a copy of the certificate of such policies before the Commencement Date of this Lease Agreement and, upon request by Landlord, shall provide proof satisfactory to Landlord that all such policies are in full force and effect. Tenant's liability insurance policies shall list Landlord as an additional insured and Tenant's property insurance policies shall reflect Landlord as a loss-payee as its interests may appear, and all of Tenant's insurance policies shall be primary and non-contributing with any insurance carried by Landlord. Such policies shall not be cancelable or materially altered without forty-five (45) days' prior written notice to Landlord. In addition, the policies shall provide for ten (10) days' written notice to Landlord in the event of cancellation for non-payment of premium. Tenant's failure to deliver the policies or certificates to Landlord as required above shall constitute an event of default pursuant to Article 24 hereof.

8.3 Mutual Waiver of Subrogation. Each party hereby waives, and each party shall cause their respective property insurance policy or policies to include a waiver of such carrier's entire right of recovery (i.e., subrogation) against the other party, and the officers, directors, agents, representatives, employees, successors and assigns of the other party, for all claims which are covered or would be covered by the property insurance required to be carried hereunder or which is actually carried by the waiving party.

8.4 Destruction or Condemnation.

8.4.1 Damage and Repair. If the Premises are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and this Lease Agreement shall not terminate. The Premises shall not be deemed untenable if less than twenty-five percent (25%) of the Premises are damaged. Landlord shall have no obligation to restore the Premises if insurance proceeds are not available to pay the entire cost of such restoration. If insurance proceeds

are available to Landlord but are not sufficient to pay the entire cost of restoring the Premises, then Landlord may elect to terminate this Lease Agreement and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises are entirely destroyed, or partially damaged and rendered untenantable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease Agreement as provided herein, or (b) restore the Premises to their previous condition. If, within 60 days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises untenantable, Landlord fails to notify Tenant of its election to restore the Premises, or if Landlord is unable to restore the Premises within six (6) months of the date of the casualty event, then Tenant may elect to terminate the Lease.

If Landlord restores the Premises under this Article 8.4.1, Landlord shall proceed with reasonable diligence to complete the work, and the base monthly rent shall be abated in the same proportion as the untenantable portion of the Premises bears to the whole Premises, provided that there shall be a rent abatement only if the damage or destruction of the Premises did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's officers, contractors, licensees, subtenants, agents, servants, employees, guests, invitees or visitors. Provided, Landlord complies with its obligations under this Article, no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises. Landlord will not carry insurance of any kind for the protection of Tenant or any improvements paid for by Tenant or on Tenant's furniture or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord shall not be obligated to repair any damage thereto or replace the same unless the damage is caused by Landlord's negligence or willful misconduct.

- 8.4.2 Condemnation. If the Premises are made untenantable by eminent domain, or conveyed under a threat of condemnation, this Lease Agreement shall automatically terminate as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises and all Rents and other payments shall be paid to that date. In case of taking of a part of the Premises that does not render the Premises untenantable, then this Lease shall continue in full force and effect and the base monthly rental shall be equitably reduced based on the proportion by which the floor area of any structures is reduced, such reduction in Rent to be effective as of the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises and Tenant shall make no claim for

the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses or damages resulting from interruption in its business, provided that in no event shall Tenant's claim reduce Landlord's award.

ARTICLE 9 ACCEPTANCE AND CARE OF PREMISES

Tenant has inspected the Premises and accepts the Premises "AS IS" in its present condition and acknowledges that Landlord is not responsible to provide, and has made no representations or warranties that it will provide, any improvements to the Premises whatsoever, except as set forth in Article 10, Alterations and Improvements, below. Tenant shall, at its sole cost, keep the Premises in as good working order, cleanliness, repair, and condition, as that which existed at the Lease Commencement Date. In the event that Tenant fails to comply with the obligations set forth in this Article 9, Landlord may, but shall not be obligated to, perform any such obligation on behalf of, and for the account of Tenant, and Tenant shall reimburse Landlord for all costs and expenses paid or incurred on behalf of Tenant in connection with performing the obligations set forth herein. Tenant expressly waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

ARTICLE 10 ALTERATIONS AND IMPROVEMENTS

- 10.1 Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. After such consent has been given, unless otherwise agreed upon in writing, any fixture permanently affixed to and intended to be a component of the Building, structure, or improvement on land, whether by alteration, improvement or addition made by Tenant upon the Premises, although at Tenant's own cost and expense, shall, at the option of Landlord, remain upon the Premises at the expiration of this lease and become the property of Landlord in fee simple, without other action or process of law. Notwithstanding the above, Tenant may remove any unaffixed items, equipment, trade fixtures, or any item owned separately from the real property that it attaches to the Premises upon expiration of lease, so long as Tenant repairs any damage caused to the Premises by such removal. All alterations, additions or improvements must be made in a good, first-class, workmanlike manner and in a manner that does not disturb the Landlord or other tenants (i.e., any loud work must be performed during non-business hours, unless prior written consent is given by Landlord and or other tenants) and Tenant must maintain appropriate liability and builder's risk insurance throughout the construction. Tenant does hereby agree to defend, indemnify and hold Landlord harmless from and against all claims for damages or death of persons or damage or destruction of property arising out of the performance of any such alterations, additions or improvements made by or on behalf of Tenant. Under no circumstances shall Landlord be required to pay, during the Term of this Lease and any extensions

or renewals thereof, any ad valorem or property tax on such alterations, additions, improvements or repairs. Landlord agrees to assign to Tenant any rights it may have against the contractor of the Premises with respect to any work performed.

ARTICLE 11 ACCIDENTS AND INDEMNIFICATION

Tenant shall indemnify Landlord and hold it harmless from and against, and shall defend with counsel acceptable to Landlord, any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or concessionaires; provided that Tenant shall not be liable to Landlord to the extent such damages, liability, claims or expenses are caused by or result from the negligence or intentional misconduct of Landlord. Tenant understands and agrees that the duty to defend arises immediately upon the presentment of a claim or controversy from a third party, and is not otherwise dependent upon the adjudication of such claim by a court or other tribunal with jurisdiction.

Tenant hereby expressly waives claims against Landlord, and Landlord shall not be responsible or liable at any time, for any loss or damage to Tenant's personal property or to Tenant's business, including any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining property, unless and only to the extent due to Landlord's gross negligence or intentional misconduct, and in no event shall Landlord be liable for Tenant's consequential damages. Tenant shall use and enjoy the Premises and improvements at its own risk, and hereby releases Landlord, to the full extent permitted by law and except as expressly provided above, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage.

Solely for the purpose of effectuating the indemnification obligations under this Lease Agreement, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Furthermore, the indemnification obligations under this Lease Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts. Tenant shall cause Contractors and their subcontractors and material suppliers to execute similar waivers of industrial insurance immunity. The Parties, by their execution hereof, acknowledge that the foregoing provisions of this Article 11 have been specifically and mutually negotiated between the Parties.

ARTICLE 12 COMPLIANCE WITH LAWS

Tenant shall comply fully at its sole expense with all federal and state laws and local or city ordinances (including all applicable zoning ordinances) now or hereafter in force with respect to

the Premises and Tenant's activities therein. Tenant warrants and represents to Landlord that Tenant shall use the Premises only for lawful purposes.

ARTICLE 13 MAINTENANCE

Tenant shall keep the premises in a neat, clean, and sanitary condition at all times. Tenant shall keep all improvements to the Premises in good condition.

- 13.1 Janitorial. Tenant will provide janitorial service inside the Premises, restrooms and window washing on inside of windows. Landlord will provide janitorial service for common area restrooms, entry, hallways and exterior window washing. If applicable, Tenant agrees to keep any shared kitchen in neat and tidy condition with all personal items washed and stored, sinks cleaned after use, floors and tables free of garbage and debris.
- 13.2 Landscaping and Common Area Sweeping. Landlord, at its cost, will provide landscaping care and common area repairs, maintenance, and sweeping outside the building.
- 13.3 Other Maintenance and Repairs. Landlord will maintain exterior of building (except for overhead and/or sliding doors, if any), roof, foundation, and electrical (except for lightbulbs and light fixture ballasts), heating and plumbing, in a good state of repair. Tenant shall pay the reasonable cost of repairs of all damage caused by Tenant, its agents, servants, employees, or invitees within ten (10) days of receipt of an invoice stating the repairs performed and the cost thereof. Tenant shall be responsible for all minor plumbing repairs and maintenance including but not limited to plumbing line blockages and minor leaks. Tenant shall be responsible to replace all light bulbs and light fixture ballasts located in Tenant's leased space. Tenant shall be responsible for the maintenance and repair of all overhead and/or sliding doors located in Tenant's Premises. Landlord shall be responsible for maintenance of lighting in Tenant's shared Premises. Landlord shall be responsible for testing and maintaining interior fire sprinkler systems, smoke detectors, fire extinguishers and alarm systems.
- 13.4 HVAC. HVAC and all mechanical systems shall be in satisfactory operating condition and will be maintained by Landlord during the term of the Lease Agreement.

ARTICLE 14 LANDLORD'S ACCESS

Landlord shall have the right to inspect the Premises at all reasonable times and enter the same for purposes of cleaning, repairing, inspecting, altering, exhibiting, or improving the Premises, but nothing contained in this Lease shall be construed so as to impose any obligation on Landlord to make any repairs, alterations or improvements not otherwise expressly set forth elsewhere herein.

The Landlord reserves the right to grant easements and other land uses on the Premises to others when the easement or other land uses will not unduly interfere with the use of the Premises by Tenant.

**ARTICLE 15
SIGNS AND ADVERTISING**

Tenant shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster or any advertising matter whatsoever anywhere in or about the Premises, without first obtaining Landlord's written consent thereto. Landlord shall have the right to remove any sign or signs in order to paint the building occupied by Tenant or Premises or in order make any other repairs or alterations and will thereafter reinstall the sign(s). Nothing in this Section shall be construed to require or obligate Landlord, at any time or in any manner, to make any repairs or alterations to a greater degree than otherwise required of Landlord in Article 10 or Article 13.

**ARTICLE 16
WASTE AND UNLAWFUL USE**

Tenant shall not commit or suffer any waste upon the Premises, or make or suffer any nuisance, undue or unseemly noise, or otherwise, and will not do or permit to be done in or about the Premises anything which is illegal, unlawful, or dangerous, or which will increase Landlord's insurance rates upon the Premises.

**ARTICLE 17
SUCCESSORS**

All the covenants, agreements, terms and conditions contained in this Lease Agreement shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, marital communities and assigns. Any assignment or subletting of the Premises or any interest in this Lease Agreement shall not relieve Tenant of primary responsibility for the performance of the terms and payment of the sums to be paid by Tenant hereunder.

**ARTICLE 18
HAZARDOUS MATERIALS**

Tenant shall not dispose of or otherwise allow the release of any hazardous waste or materials in, on, or under the Premises, or any adjacent property. Tenant represents and warrants to Landlord that Tenant's intended use of the Premises does not involve the use, production, or disposal of any hazardous waste or materials. As used herein, "**hazardous waste or materials**" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state, or local statute, regulation, rule or ordinance now or hereafter in effect. In the event Tenant brings or uses hazardous waste or materials on the Premises in violation of this Article 18, Tenant shall, at its sole cost, properly dispose of all such hazardous waste or materials. Tenant shall be responsible for complying with all federal, state and local laws and regulations in regard to the handling of and disposing of hazardous waste or materials, and agrees to indemnify, defend, and hold Landlord harmless from and against all losses, costs, and expenses (including but not limited to site cleanup, investigation, and remediation costs and attorneys fees and costs related thereto) arising from a breach by Tenant of its obligations under this Article 18.

ARTICLE 19
ASSIGNMENT AND SUBLETTING

Tenant shall not transfer, dispose, assign, mortgage, or hypothecate this Lease Agreement, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof (any of which, a “**Transfer**”) without the prior written consent of Landlord in each instance, which may be given, withheld, or conditioned in Landlord’s sole discretion. Notwithstanding the foregoing, the Parties agree that Tenant may sublease all or a portion of the Premises to Early Head Start upon sixty (60) days written notice to Landlord.

In no event shall Tenant be released or relieved of any liability hereunder due to any Transfer whether or not consented to by Landlord.

Landlord shall have the right to transfer, dispose, assign, mortgage, or hypothecate this Lease Agreement, in whole or in part without the prior written consent of the Tenant. See also Landlord rights to terminate this Lease Agreement as set forth in Article 23 below.

ARTICLE 20
SURRENDER OF POSSESSION

- 20.1 Surrender. At the expiration of the tenancy created hereunder, whether by lapse of time or otherwise, Tenant shall surrender the Premises in substantially the as good condition or better as they were at the Lease Commencement Date, and shall remove all of its personal property, furniture, non-permanent fixtures installed by or for Tenant, Tenant’s equipment, and all cabling and wiring installed by or for Tenant. Tenant’s obligations shall include the repair of any damage occasioned by the installation, maintenance or removal of Tenant’s personal property, furniture, non-permanent fixtures installed by or for Tenant, and Tenant’s equipment.
- 20.2 Removal of Property. In the event of any entry in, or taking possession of, the Premises or upon the termination of this Lease Agreement, Landlord shall have the right, but not the obligation, to remove from the Premises all personal property remaining on the Premises, and may store the same in any place selected by Landlord, including but not limited to a public warehouse, at the expense and risk of the Tenant thereof, with the right to sell such stored property, as per applicable statutory requirements. The proceeds of such sale shall be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Tenant to Landlord under any of the terms hereof, with the balance, if any, to be paid to Tenant.
- 20.3 Holding Over. If Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease Agreement, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant’s occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease Agreement and Tenant shall pay an amount due on the first of each month of the holdover period, without reduction for partial months during

the holdover, equal to 150% of the greater of: (1) the monthly Total Monthly Rent (including Leasehold Tax), and any other charge due, for the monthly period immediately preceding the holdover; or (2) the fair market value for gross monthly rental for the Premises as reasonably determined by Landlord. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease Agreement shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from Tenant's holdover. Nothing herein shall be construed as Landlord's consent to such holding over. During the holdover Tenant shall remain responsible for payment of all utilities, taxes, and other assessments, charges and/or fees due under this Lease Agreement.

ARTICLE 21 NOTICES

All notices, requests and demands to be made hereunder shall be in writing at the address set forth in the Basic Lease Provisions, as applicable, by any of the following means: (a) personal service (including service by recognized overnight delivery/courier service, such as UPS or FEDEX); or (b) registered or certified first class mail, return receipt requested. Such addresses may be changed by written notice to the other party given in the same manner provided above. Any notice, request, or demand sent pursuant to clause (a) of this Article 21 shall be deemed received upon such personal delivery or service (or the date of refusal, if personal service or delivery is refused), and if sent pursuant to clause (b), shall be deemed received three (3) days following deposit in the mails.

ARTICLE 22 LIENS AND ENCUMBRANCES

Tenant shall keep the Premises free and clear of any liens and encumbrances arising out of the use and occupancy of the Premises by Tenant. Should Tenant fail to discharge any lien of the nature described in this Article 22 Landlord may, at Landlord's election, pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title and the cost thereof shall be immediately due from Tenant as rent under this Lease Agreement.

ARTICLE 23 LANDLORD'S TERMINATION RIGHT

Notwithstanding anything to the contrary elsewhere in the Lease Agreement, in the event that Landlord elects to use the Land and/or Premises for industrial development or other public or port-related purposes, Landlord shall have the right to terminate this Lease Agreement by providing one hundred eighty (180) days' written notice. If Landlord elects to terminate the Lease Agreement early as provided herein, the early termination date chosen by Landlord shall operate as if that date is the Expiration Date set forth in the Basic Lease Provisions. The Parties recognize that the

foregoing early termination right is important to Landlord and that any delay caused by the failure of Tenant to vacate the Premises pursuant to this Article 23 when required can cause irreparable harm to the Landlord and future tenants. Therefore, Landlord and Tenant agree that time is of the essence of this Article 23 and that if any dispute arises between Landlord and Tenant with respect to the provisions of this Article 23, any other provisions of this Lease Agreement notwithstanding, Tenant will vacate the Premises on or before the early termination date selected by Landlord, and Tenant shall be deemed to have waived any rights in law or equity to possession of the Premises.

In the event of the insolvency or bankruptcy of the Tenant, Landlord may, at Landlord's option, immediately take full possession of the premises to the exclusion of all persons. Exercising such option shall not alleviate Tenant's obligations under this Lease Agreement and Landlord shall have the right to seek all remedies set forth in this Lease Agreement.

ARTICLE 24 DEFAULT AND REMEDIES

24.1 Default. The occurrence of any one or more of the following events shall constitute a material breach and default of this Lease Agreement (each, an “**Event of Default**”):

- (a) If Tenant, or any successor or assignee of Tenant while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
- (b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 30 days after the institution or appointment.
- (c) If Tenant shall fail to pay Landlord any Rent or Leasehold Tax when the same shall become due and shall not make the payment within 20 days after notice by Landlord to Tenant.
- (d) If Tenant shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of 30 days after notice of nonperformance given by Landlord to Tenant or, if the performance cannot be reasonably had within the 30-day period, Tenant shall not in good faith have commenced performance within the 30-day period and shall not diligently proceed to completion of performance.
- (e) If Tenant shall vacate or abandon the Premises except as permitted under this Lease.

24.2 Remedies.

- (a) Re-entry and Termination. Upon and during the continuance of an Event of Default, Landlord, in addition to any other remedies available to Landlord at law or in equity, at Landlord's option, may without further notice or demand of any kind to Tenant or any other person:
1. Declare the Lease Term ended and reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim to the Premises; or
 2. Without declaring this Lease Agreement ended, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid Rent, Leasehold Tax, and other charges, which have become payable, or which may thereafter become payable; or
 3. Even though Landlord may have reentered the Premises, thereafter elect to terminate this Lease Agreement and all of the rights of Tenant in or to the Premises.
- (b) Express Termination Required. If Landlord re-enters the Premises under the provisions of this Article, Landlord shall not be deemed to have terminated this Lease Agreement, or the liability of Tenant to pay any Rent, Leasehold Tax, or other assessments, charges and/or fees thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions of this Lease Agreement, by any such re-entry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that Landlord had elected to terminate this Lease Agreement. Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of Washington State and surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notices and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease Agreement.
- (c) Damages. If Landlord elects to terminate this Lease Agreement pursuant to the provisions of this Article, Landlord may recover from Tenant as damages, the following:
1. The worth at the time of award of any unpaid Rent, Leasehold Tax, and other assessments, charges and/or fees which had been earned at the time of such termination; plus
 2. The worth at the time of award of the amount by which the unpaid Rent, Leasehold Tax, and other charges which would have been earned after termination until the time of award exceeds the amount of such loss Tenant proves could have been reasonably avoided; plus

3. The worth at the time of award of the amount by which the unpaid Rent, Leasehold Tax, and other assessments, charges and/or fees due for the balance of the Lease Term after the time of award exceeds the amount of such loss that Tenant proves could be reasonably avoided; plus
4. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease Agreement or which in the ordinary course of things would be likely to result therefrom, including, but not limited to any costs or expenses incurred by Landlord in (i) retaking possession of the Premises, including reasonable attorneys' fees, (ii) maintaining or preserving the Premises after the occurrence of an Event of Default, (iii) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (iv) leasing commissions, and (v) any other costs necessary or appropriate to relet the Premises; plus
5. At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by the laws of Washington State.

(d) Definitions. As used in Paragraphs 24.20) and 24.20) above, the "worth at the time of award" is computed by allowing interest at the rate of twelve percent (12%) per annum compounded monthly. As used in Paragraph 24.20) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank situated nearest to the location of the Property at the time of award plus one (1) percentage point.

(e) No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained in this Lease Agreement shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition of this Lease Agreement. The subsequent acceptance of Rent, Leasehold Tax, and other charges due hereunder shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease Agreement, other than the failure of Tenant to pay the particular amount so accepted regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such amount. No covenant, term, or condition of this Lease Agreement shall be deemed to have been waived by Landlord unless such waiver shall be in writing and signed by Landlord.

24.3 Interest. Any sum accruing to Landlord under the terms and provisions of this Lease Agreement which shall not be paid when due shall bear interest at the interest rate provided herein from the date the same becomes due and payable by the terms

and provisions of this Lease Agreement until paid, unless otherwise specifically provided in this Lease Agreement. The interest rate which shall apply shall be the lesser of (i) twelve percent (12%) per annum (1% per month), or (ii) the highest rate allowed by applicable law.

ARTICLE 25 ATTORNEYS' FEES AND COSTS

If the Tenant requests an amendment to this Lease Agreement or other revision to the Landlord's standardized terms or forms, Tenant agrees that it shall pay the Landlord for all costs and legal fees incurred by the Landlord as the result of request.

If either party hereto shall file any action or bring any proceeding against the other party arising out of this Lease Agreement or for the declaration of any rights hereunder, the prevailing party therein shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as determined by the court. If either party ("**secondary party**") without its fault is made a party to litigation instituted by or against the other party (the "**primary party**"), the primary party shall pay to the secondary party all costs and expenses, including reasonable attorneys' fees, incurred by the secondary party in connection therewith.

ARTICLE 26 MISCELLANEOUS

Miscellaneous Provisions. The following miscellaneous provisions shall apply to this Lease Agreement:

- (a) Time is of the essence hereof.
- (b) If any portion of this Lease Agreement shall be deemed void, illegal or unenforceable, the balance of this Lease Agreement shall not be affected thereby.
- (c) This Lease Agreement shall be interpreted according to the laws of the State of Washington. The Parties agree that the Superior Court of the State of Washington for Benton County shall have sole jurisdiction over any question, claim, loss or injury arising hereunder.
- (d) Tenant acknowledges that, except as expressly set forth in this Lease Agreement, that neither Landlord nor any other person has made any representation or warranty with respect to the Premises.
- (e) This Lease Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of both Parties hereto, except as otherwise provided for herein;
- (f) Landlord does not by this Lease Agreement, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

- (g) The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Lease Agreement.
- (h) Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including labor disputes, civil commotion, war, governmental regulations or controls, epidemics, pandemics, fire or other casualty, inability to obtain any material or service, or acts of God.
- (i) This Lease Agreement and the Exhibits, Riders, and/or Addenda, if any, attached hereto, constitute the entire agreement between the Parties. This Lease Agreement covers in full each and every agreement of every kind or nature whatsoever between the Parties hereto concerning this Lease Agreement and all preliminary negotiations, inducements, representations, and agreements of whatsoever kind or nature are merged herein, and there are not oral agreements or implied covenants. Both Parties represent they have had the opportunity to seek legal counsel prior to signing this Lease Agreement. All Exhibits, Riders, or Addenda mentioned in this Lease Agreement are incorporated herein by reference. No subsequent amendment to this Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Parties. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any section.
- (j) Tenant and Landlord hereby represent and warrant that they have not employed any broker with regard to this Lease Agreement and that they have no knowledge of any broker being instrumental in bringing about this Lease Agreement transaction. Each party shall indemnify the other against any expense as a result of any claim for brokerage or other commissions made by any broker, finder, or agent, whether(j) or not meritorious, employed by them or claiming by, through or under them. Tenant acknowledges that Landlord shall not be liable for any representations of Landlord's leasing agent or other agents of Landlord regarding this Lease Agreement transaction except for the representations and covenants of Landlord expressly set forth in this Lease Agreement.

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

LANDLORD:
PORT OF KENNEWICK, a Washington
Municipal corporation, by authority of its Commissioners

By: _____
Tim Arntzen, Chief Executive Officer

Approved:

Nick Kooiker, Chief Financial Officer

Approved as to Form:

Taud Hume, Port Counsel

TENANT:

Benton Franklin Head Start,
a Washington State 501(c)(3)

By: _____
Magen Russell

Its: Executive Director _____

STATE OF WASHINGTON

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 202__.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at _____

My appointment expires _____

STATE OF WASHINGTON

ss.

COUNTY OF BENTON

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

Dated this _____ day of _____, 202__.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at _____

My appointment expires _____

EXHIBIT "A"

LEGAL DESCRIPTION

PTN: 1-3299-400-0004-002

**THAT PORTION OF THE SOUTH HALF OF SECTION 32 DESCRIBED AS FOLLOWS
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32. THENCE SOUTH 89° 08'
33' EAST 356.15 FEET TO THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 8 NORTH,
RANGE 29. BENTON COUNTY**

COMMONLY KNOWN AS 415 N. Roosevelt, Suite 1 & 2, Kennewick

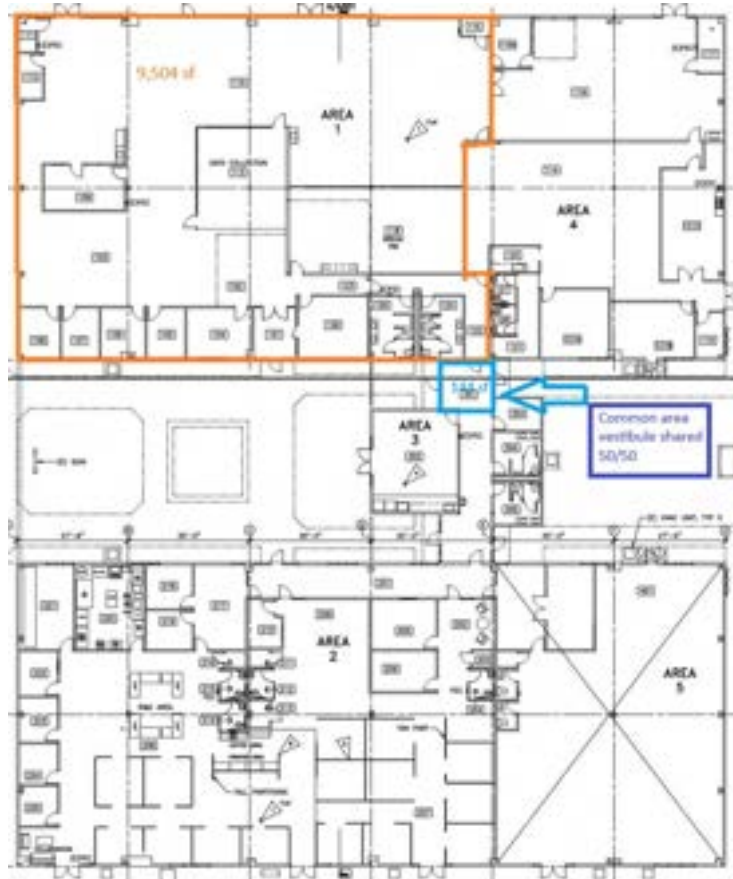


EXHIBIT C

STANDARD SIGN CRITERIA

These sign specifications have been established for the purpose of assuring outstanding building and for the mutual benefit of all Tenants. Conformance will be strictly enforced and into conformance at the full expense of Tenant.

The Port of Kennewick Director of Planning and Development is to administer and interpret the sign specifications, but is not empowered to authorize any departure from such specifications.

All permits for signs and their installation shall be obtained by the Tenant or his representative. Tenant shall be responsible for all costs and expenses of signage, including but not limited to the construction and design thereof and of Landlord's approval, and the fulfillment of all requirements and specifications.

All signage shall be designed to harmonize with the color scheme and existing signage of the overall building project. Professional sign drawings to be approved by the Port prior to installation.

No sign cabinets (transformers) or exposed conduit permitted on exterior face of sign or building. No 'can' or 'box' signs will be permitted.

All signs installed on Building shall be subject to the approval of the Port of Kennewick, City of Kennewick, and other agencies with jurisdiction over such matters.