

CITY OF KENNEWICK CONTRACT COVERSHEET

ORIGINATED BY: ERIN ERDMAN

DEPT: CITY MANAGER

1. TYPE OF AGREEMENT/CONTRACT:

DEVELOPMENT AGREEMENT

PROJECT CPA- 17-01

2. CONTRACT TERM:

START DATE: 05-05-2026

END DATE: 12-31-2042

Upon Full Execution

Permanent

Subscription

Project Acceptance – Project # Required.

3. PROJECT & CONTRACTOR DETAILS:

CONTRACT NAME: VISTA FIELD DEVELOPMENT AGREEMENT

CONTRACTOR: PORT OF KENNEWICK

Attn: Tim Arntzen, Chief Executive Officer
350 Clover Island Dr., Ste. 200; Kennewick, WA 99336
(509) 586-1186 ta@portofkennewick.org

Signed By: 1. Skip Novakovich, Port Commission Vice-President
2. Bridgette Scott, Executive Assistant

4. EXHIBITS & ATTACHMENTS: *Select all that are attached. Do not route if required attachments/exhibits are missing.*

All Referenced Exhibits

5. AUTHORITY & APPROVAL:

**** The total value of the contract, including amendments, determines signature authority. Refer to the purchasing limits for authority.**

STANDARD TEMPLATE USED WITHOUT MODIFICATION?

NO, Work Order No.: BY EMAIL

COUNCIL APPROVAL REQUIRED?

YES, Meeting Date: 04-21-2026

7. SIGNATURE ROUTING:

WET SIGNATURE DOCUSIGN

ROUTED BY: DEPARTMENT PURCHASING CITY CLERK

LIST ALL CC RECIPIENTS:

Provide name and email address

Jessica Platt, JESSICA.PLATT@CI.KENNEWICK.WA.US
Bridgette Scott, bscott@portofkennewick.org

CITY CLERK AG#:

26-104

8. COMMENTS (OPTIONAL):

The Agreement term shall commence on the Effective Date, extend for ten (10) years (the "Agreement Term") **and supersede the previous development agreement**. The Agreement Term may be extended by ten-year extensions upon application by the Port and approval by City Council per KMC 18.48, until the Agreement is deemed no longer necessary by both parties. **The original agreement had a term ending 12/31/2032.**

The City Clerk will record the agreement with the Benton County Auditor and provide a copy to the Port when returned.



When recorded, return to:

City of Kennewick
City Clerk's Office
PO Box 6108
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION

Document Title: VISTA FIELD DEVELOPMENT AGREEMENT
Grantor(s) (Last name first, first name, middle initials) CITY OF KENNEWICK
Grantee(s) (Last name first, first name, middle initials) PORT OF KENNEWICK
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.) EAST, WILLAMETTE MERIDIAN; Parcel 2: LOT 2, SHORT PLAT NO. 1333, in VOL. 1 OF SHORT PLATS, PAGE 1333; Parcel 3: LOT 3, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336; Parcel 4: LOT 2, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336; Parcel 5: A PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521; Parcel 6: TRACT B OF RECORD SURVEY No. 2339; AND Parcel 7: A PORTION OF PARCEL 7 OF RECORD SURVEY 1-522; RECORDS OF BENTON COUNTY WASHINGTON; ALL LOCATED WITHIN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.
Reference Number(s) of documents assigned or released:
Assessor's Property Tax Parcel/Account Number: (MUST HAVE 15 DIGITS): 1-3299-100-0003-013 1-3299-101-1333-002 1-3299-101-3336-003 1-3299-101-3336-002 1-3299-100-0003-014 1-3299-300-0009-002 1-3299-300-0005-004
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the documents to verify the accuracy or completeness of the indexing information.

AFTER RECORDING RETURN TO:

City of Kennewick

Attn: City Clerk

PO Box 6108

Kennewick WA 99336

CITY OF KENNEWICK AND PORT OF KENNEWICK

VISTA FIELD DEVELOPMENT AGREEMENT

Abbreviated Legal Description:

Parcel 1: REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN;

Parcel 2: LOT 2, SHORT PLAT NO. 1333, in VOL. 1 OF SHORT PLATS, PAGE 1333;

Parcel 3: LOT 3, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;

Parcel 4: LOT 2, SHORT PLAT 3336, in VOLUME 1 OF SHORT PLATS, PAGE 3336;

Parcel 5: A PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521;

Parcel 6: TRACT B OF RECORD SURVEY No. 2339; AND

Parcel 7: A PORTION OF PARCEL 7 OF RECORD SURVEY 1-522;

RECORDS OF BENTON COUNTY WASHINGTON; ALL LOCATED WITHIN THE CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON.

Tax Parcel Identification Numbers:

Benton County Assessor's Tax Parcels:

1-3299-100-0003-013

1-3299-101-1333-002

1-3299-101-3336-003

1-3299-101-3336-002

1-3299-100-0003-014

1-3299-300-0009-002

1-3299-300-0005-004

FULL LEGAL DESCRIPTION ATTACHED AT EXHIBIT A

TABLE OF CONTENTS

	<u>Page</u>
1. DEVELOPMENT AGREEMENT	1
2. VISTA FIELD PROPERTY	1
3. RECITALS AND FINDINGS	1
4. VISTA FIELD MASTER PLAN AND ZONING	2
4.1 Approval of Vista Field Master Plan and Map	2
4.2 Urban Mixed Use Zoning Ordinance	2
5. TRANSPORTATION	2
5.1 Vista Field Roadway Design Criteria Element	2
5.2 Transportation System Impacts and Mitigation	2
6. UTILITIES	3
6.1 Stormwater System Improvements	3
6.2 Sewer System Improvements	3
6.3 Water System Improvements	3
7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK AND FIRE PROTECTION FACILITIES IMPACT FEES	3
8. VESTING	5
8.1 Effect of Development Agreement on Subsequent Development Regulations	5
8.2 Vested Rights	5
8.3 Exception to Vesting/Serious Threat to Public Health	5
9. AGREEMENT TERM AND EFFECTIVE DATE	5
10. MINOR PLAN MODIFICATIONS	6
11. GENERAL PROVISIONS	6
11.1 Default	6
11.2 Extension of Time for Performance	6
11.3 Governing Law, Remedies and Venue	6
11.4 Dispute Resolution	7
11.5 Construction	7
11.6 Complete Agreement and Conflicts	7
11.7 Waiver and Severability	8

11.8	Binding Effect	8
11.9	Cooperation.....	8
11.10	Transfer or Assignment	8
11.11	Effect of Development Agreement on City Rates and Fees	9
11.12	No Public Official Liability.....	9
11.13	Notices.....	9
11.14	Warranty of Authority.....	9

EXHIBITS TO THIS AGREEMENT

- Exhibit A: Vista Field Property Legal Description
- Exhibit B: Vista Field Property Parcel Map
- Exhibit C: Vista Field Master Plan 2017
- Exhibit D: Vista Field Master Plan - Layout
- Exhibit E: Vista Field Roadway Design Criteria Elements
- Exhibit F: Vista Field Redevelopment Project Transportation System Impact Evaluation (Part)
- Exhibit G: Fire Lane Access Intersection Triangle Example

City of Kennewick and Port of Kennewick VISTA FIELD DEVELOPMENT AGREEMENT

1. DEVELOPMENT AGREEMENT. THIS VISTA FIELD DEVELOPMENT AGREEMENT

(“Agreement”) is entered between the City of Kennewick, Washington, a Washington municipal corporation (“City”) and the Port of Kennewick, a Washington municipal corporation (“Port”). The City and Port are each a “Party,” and collectively the “Parties” to this Agreement. The Parties agree as follows.

2. VISTA FIELD PROPERTY. This Agreement applies to the Vista Field Redevelopment Area (the, “Property”). The Property is described in attached Exhibit A. A parcel map of the Property is attached as Exhibit B. All Exhibits to this Agreement are attached hereto and incorporated herein by this reference.

3. RECITALS AND FINDINGS.

3.1 The Port has approved a Master Plan to guide the redevelopment of Vista Field.

3.2 The City and the community has participated in development of Vista Field Master Plan including key elements related to land use planning, development standards, infrastructure and other improvements.

3.3 The Port and the City are authorized by law, including Chapter 36.70B RCW, to enter into a development agreement setting forth the development standards and other provisions to apply to development of the Property, all as set forth in this Agreement.

3.4 The Port enters this Agreement to provide certainty for the development community in the planning and redevelopment of the Property, including the funding and consideration received for meeting the development standards incident to the Vista Field Master Plan which are in excess of those necessary to facilitate Vista Field redevelopment alone.

3.5 The City and Port determine that this Agreement is appropriate to establish planning principles, development standards, and procedures in order to eliminate uncertainty in the redevelopment of Vista Field and to guide the orderly development of the Property, including the funding of improvements identified herein.

3.6 The City and Port each conducted public hearings in advance of approval of this Agreement as required by RCW 36.70B.200. And the City Council by ordinance and Port Commission by resolution each approved the Agreement and the associated Preliminary Plat.

4. VISTA FIELD MASTER PLAN AND ZONING.

4.1 **Approval of Vista Field Master Plan and Map.** The Vista Field Master Plan at Exhibit C and Vista Field Redevelopment Master Plan-Layout at Exhibit D are hereby adopted and approved and shall remain in effect and applicable to the Property during the Agreement Term.

4.2 **Urban Mixed Use Zoning Ordinance.** Kennewick Municipal Code 18.80, 18.12.010A.1, 18.12.010A.2, 18.12.010B.1, 18.12.010B.2, 18.12.030, 18.12.040, 18.12.250, 18.12.270, 18.12.280, 18.24.030, and 18.36.067 are incorporated by this reference and shall remain applicable to the Property during the Agreement Term.

5. TRANSPORTATION.

5.1 **Vista Field Roadway Design Criteria Element.** Exhibit E identifying the street plan and profile for roadways in Vista Field is hereby adopted and approved and shall remain applicable to the Property during the Agreement Term.

5.2 **Transportation System Impacts and Mitigation.** The Vista Field Redevelopment Project Transportation System Impact Evaluation (part) is attached as Exhibit F and incorporated herein by reference. The cost allocation table contained within Exhibit F outlining percentage impacts from Vista Field Development shall be applicable during the term of this agreement. Allocated percentage shall be based on actual construction costs at time of construction. Timing of improvements discussed herein shall be determined by those intersections which are close to exceeding the Level of Service (LOS) thresholds identified in Exhibit F. The following responsibilities and actions are deemed both necessary and appropriate to assure proper function of the transportation network within the Vista Field vicinity.

5.2.1 The City of Kennewick shall perform/collect bi-annual vehicle counts and other data at the locations identified in Exhibit F to determine intersection operation-levels of service to identify timing for transportation system improvements set out in Exhibit F for identified LOS.

5.2.2 The City may review and consider additional intersections within the TIF zone that includes the Vista Field Property as TIF eligible, that are not already identified in Exhibit F if consistent with standard engineering practices. However, TIF collected from development of the Vista Field Property shall be first applied to improvements identified in Exhibit F and then to subsequently identified TIF eligible projects within the Vista Field TIF zone.

5.2.3 The City will be responsible for the design and implementation of all offsite intersection improvements identified in Exhibit F. The City will notify the Port upon determination that an intersection is close to exceeding the LOS standards, and upon initiation of design work provide the Port with the Engineers' Cost Estimate prior to advertising the project for bid. The Parties acknowledge that assuming a given intersection listed in Exhibit F is on the City's TIF eligible project list for that zone, any TIF collected from the Vista Field Development will be

utilized to offset the Port's proportionate share of the project costs as shown in the allocation table of Exhibit F. All TIF collected outside of the Vista Field Property but within that zone may be utilized to offset the City's proportionate share of the project costs. The remaining balance will be split between the Port and the City based upon the allocation table found in Exhibit F. The Port agrees to pay to the City a 3% construction management fee to manage each capital project. The Parties agree the 3% will be calculated against the successful bid for each project. Upon City acceptance of project at substantial completion and written notification by the City to the Port, the Port shall reimburse the City for the Port's percentage (identified in Exhibit F) of the total project costs plus the administrative fee within forty-five (45) days.

5.2.4 The Port shall plan, design and implement all onsite transportation system improvements that are the Port's sole responsibility as shown in Exhibit F ("100%" in column 14), and such other transportation improvement's as may be required for which the City does not have responsibility to participate in funding under this Agreement.

5.2.5 The Port will be responsible for the design and implementation for all four (4) major entrances to Vista Field noted in the Vista Field Master Plan, to wit: (1) the North East entrance at Kellogg Street and Quinault Avenue; (2) the South West entrance at Deschutes Avenue and Young Street; (3) the Southern entrance at Deschutes Avenue; and (4) the Northern entrance at Grandridge Boulevard.

6. UTILITIES

6.1 **Stormwater System Improvements.** The storm water drainage systems shall be designed to locate all infiltration elements outside of roadway sections. Drywells and infiltration systems shall be located behind curb and gutter lines.

6.2 **Sewer System Improvements.** The City analyzed the existing City sewer system and determined the system within the vicinity of the Vista Field development is adequate to accommodate buildout of Vista Field as identified in the Master Plan.

6.3 **Water System Improvements.** The City analyzed the existing City water system and determined the system within the vicinity of the Vista Field development requires improvements to accommodate fire flows to support build out of Vista Field as identified in the Master Plan.

6.3.1 The Port agrees to design and install a 12 inch diameter waterline along the main East West road connecting the water systems in Young Street to Kellogg Street.

7. CITY OF KENNEWICK DESIGN STANDARDS AND PARK AND FIRE PROTECTION FACILITIES_ IMPACT FEES.

7.1 **Street and Access Design.** The City acknowledges the Vista Field Street Design Criteria found in Exhibit E, deviates from the City's standard specifications, the City consents to the

design criteria listed in Exhibit E, all other City standard specifications for streets not in conflict with this subsection shall apply. The following additional design standards apply.

7.1.1 The Port agrees to use a WB40 and fire apparatus auto-turn modeling as the Design Vehicles for the design of the streets and intersections within Vista Field except as provided for in Section 7.1.2, below:

7.1.2 The Port agrees to use a WB50 as the Design Vehicle to design the streets and intersections around the primary routes to accommodate the “errant truck.” The primary routes are considered to be the main East West road connecting Young Street to Kellogg Street, and the North South road connecting Deschutes to Grandridge.

7.1.3 All buildings shall be maximum 150 feet from a “fire truck staging location” as measured along streets, pedestrian passages, or other publicly accessible open space to the farthest corner of the building.

7.1.4 Fire truck staging areas shall be minimum 20 feet wide in order to allow sufficient room for emergency workers to move around the fire truck with hoses, and other emergency response equipment.

7.1.5 Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. One or more of the required access routes meeting this condition shall be located not less than 15 feet and not greater than 30 feet from the building, and shall be positioned parallel to one entire side of the building.

7.1.6 Turning radii into side streets shall meet City design standards as measured from the driving lane of one street into the side street (not the actual radius of the street curb).

7.1.7 Intersection of 20-foot fire lane access routes in alley locations shall require dedication of additional 10-foot by 10-foot triangle rights-of-way areas to assure safe and efficient circulation of emergency vehicles. See attached Exhibit G for an example of this requirement.

7.1.8 The non-City alleys function as fire apparatus access roads with 20-foot minimum clearance requirements and signage at the intersection of the non-City alleys and City rights-of-way shall provide clear notice of this fire apparatus access road requirement. “No Parking Fire Lane” signs shall be placed on alternating sides of the alleys spaced at a maximum distance of 75 feet between signs. “No Parking Fire Lane” signs shall be designed in accordance with COK Standard Detail DWG. NO. 7-5.

7.2 **Park Impact Fees.** The Parties acknowledge the City adopted a Park Impact Fee in 2018 and the property is in Service Area #1. The Port and their successors in interest agree to pay the Park Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

7.3 **Fire Protection Facilities Department Impact Fees.** The Parties acknowledge the City adopted a Fire Protection Facilities Impact Fee in 2025 and further acknowledge the Fire Protection Facilities Impact Fee currently only applies to the Southridge area of the city. If the City duly enacts an ordinance enlarging Fire Protection Facilities Impact Fee area to encompass the entire City, or creating another standalone zone that encompasses the Vista Field development area, then the Port and their successors in interest agree to pay the Fire Protection Facilities Impact fee determined by the City at the time a complete application for a development permit is submitted to the City.

8. VESTING.

8.1 **Effect of Development Agreement on Subsequent Development Regulations.** Development regulations adopted subsequent to the Agreement Effective Date, shall not be applicable to Vista Field Property, except as otherwise provided in this Agreement or as may be required by subsequently adopted state or federal statutes.

8.2 **Vested Rights.** All regulations in existence on Agreement Effective Date shall be applicable to the development of the Property, including: those provisions of Chapters 36.70A (Growth Management) and 58.17 RCW (Plats, Subdivisions and Dedications), as supplemented by the design standards contained in Kennewick Municipal Code (KMC), including but not limited to KMC 18.80, and the sections KMC 18.12, 18.24 and 18.36 as referenced in Section 4.2, the Final Vista Field Redevelopment Master Plan, and other provisions of this Agreement attached hereto as Exhibits C, D, E, F and G; all applicable KMC sections, the City Comprehensive Plan, as well as all other City rules, regulations, standards and specifications applicable to Vista Field and in effect on the Agreement Effective Date. Unless otherwise stated herein with respect to Traffic Impact Fees and Park Impact Fees and Fire Protection Facilities Impact Fees, this Agreement vests for the Port, its successors and assigns, and the Property to the regulations in effect on the Agreement Effective Date and as set forth herein for the term of this Agreement, and for the reasonable build-out period for improvements with building permits issued prior to the termination of the Agreement.

8.3 **Exception to Vesting/Serious Threat to Public Health.** In the event the City is faced with an unforeseen serious and immediate threat to public health, safety and welfare directly effecting Vista Field Property, the City may, upon notice to the Port, adopt new or different regulations applicable to the property than those established in this Agreement.

9. **AGREEMENT TERM AND EFFECTIVE DATE.** This Agreement shall take effect and be in force upon the last date of the signature of each Party to this Agreement (the "Effective Date"). The

Agreement term shall commence on the Effective Date, extend for ten (10) years (the "Agreement Term") and supersede the previous development agreement. The Agreement Term may be extended by ten-year extensions upon application by the Port and approval by City Council per KMC 18.48, until the Agreement is deemed no longer necessary by both parties.

10. MINOR PLAN MODIFICATIONS. The Parties acknowledge that refinement and further development of the Vista Field Master Plan and associated improvements may require modification during the Agreement Term. The Parties shall review and consider requests for minor modifications. Minor modifications require the consent of the City and the Port, which consent shall not be unreasonably withheld. For purposes of this Agreement Section 10, a "minor modification" is a modification in the Master Plan or applicable development regulations that do not require SEPA review.

11. GENERAL PROVISIONS.

11.1 Default. In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action.

11.2 Extension of Time for Performance. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be deemed to be in default where delays and performance or failures to perform are due to war, terrorism, insurrection, strikes or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either Party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

11.3 Governing Law, Remedies and Venue. This Agreement shall be governed by the laws of the State of Washington. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure correct, or remedy any default; enforce any covenant or agreement set forth herein; enjoin any threatened or attempted violation of the Agreement; enforce by specific performance the obligations and rights of the parties to this Agreement, or

obtain any remedies consistent with the foregoing and the purpose and intent of this Agreement; provided, however, in no event shall either Party be entitled to recover from the other Party, either directly or indirectly "damages" in any legal or equitable action. Notwithstanding the foregoing, in the event of a dispute arising out of or relating to this Agreement, whether or not suit or other proceedings are commenced and whether in mediation, arbitration, at trial, on appeal or in administrative proceedings, the substantially prevailing Party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees. Venue for any action shall be in the Superior Court for Benton County, Washington.

11.4 **Dispute Resolution.** The Parties shall attempt to resolve disputes through informal good faith negotiations. Either Party may declare an impasse in an informal negotiation, but only after thirty (30) days following commencement of negotiations.

11.4.1 **Mediation.** Either Party may request mediation before neutral mediator acceptable to both Parties. If a mediator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of a mediator. The costs of the mediator shall be borne equally by each Party. Any mediation process shall not delay or preclude commencement of an action in Superior Court for emergency or temporary relief.

11.4.2 **Arbitration.** Disputes not resolved through negotiation or mediation may be resolved by arbitration upon mutual agreement of the Parties. Arbitration shall be before a single arbitrator. The decision of the arbitrator will bind all Parties. If an arbitrator cannot be selected by the Parties, any Party may apply to the Presiding Judge of the Benton County Superior Court for appointment of the arbitrator. The Parties shall share equally the fees and expenses of the arbitrator. The arbitration will be conducted under Chapter 7.06 RCW, and the Superior Court Rules for Mandatory Arbitration (MAR). Any matter not submitted to arbitration may be brought in Superior Court.

11.4.3 This Agreement Section 11.4 shall survive the Agreement Term and shall also apply to resolve any disputes between the Parties arising out of or relating to this Agreement or the transactions contemplated thereby.

11.5 **Construction.** This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

11.6 **Complete Agreement and Conflicts.** This Agreement sets forth the entire agreement of the Parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both Parties. To the extent of any conflict with any City development regulations which may otherwise govern the Property, the terms and conditions of the development regulations in effect on the Effective Date and this Development Agreement shall prevail.

11.7 **Waiver and Severability.** The failure of either Party to insist upon or enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment of any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

11.8 **Binding Effect.** This Agreement shall be recorded against the Property and shall run with the land. Subject only to the express conditions or limitations of this Agreement, the Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Upon assignment of this Agreement or the conveyance of any parcel of the Property to which this Agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

11.9 **Cooperation.** Each Party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

11.10 **Transfer or Assignment.**

11.10.1 The Port may assign or transfer all or any portion of its interests, rights, obligations or responsibilities under this Agreement, including all development approvals and all subsequent actions, to third parties acquiring an interest in the Property or any portion thereof, including, without limitation, purchasers, or long-term ground lessees of individual lots, tracts, parcels or any lots, homes or facilities comprising a portion of the Property.

11.10.2 Any such transfer shall not release Port from its obligations and responsibilities under this Agreement unless the City has consented to such transfer in writing. In the event of a request for consent to a transfer, the City's consent shall not be unreasonably withheld, conditioned or delayed. Provided, in the event City consent is obtained for a transfer, any transfer agreement or document may (i) release Port from obligations under this Agreement, including development approvals and any subsequent actions, that pertain to the portion of the Property being transferred, provided the transferee expressly assumes Port's obligations and responsibilities; (ii) transfer to the transferee all vested rights to improve that portion of the Property being transferred; and, (iii) may address any other matter deemed by Port or the City to be necessary or appropriate in connection with the transfer or assignment. Written notice of any

proposed transfer or assignment for which consent from the City is sought shall be mailed to the City in the manner set forth in this Agreement at least thirty (30) days in advance of the proposed date of transfer. Failure of the City to respond within the thirty (30)-day period after receipt of a request by Port for such consent shall be deemed to be the City's approval of the transfer in question. All benefits and burdens to the Property are intended to and shall run with the land and shall be enforceable upon and for the benefit of subsequent owners and successors in interest to all or any portion of the Property.

11.11 **Effect of Development Agreement on City Rates and Fees.** Nothing in this Agreement shall prevent the City from modifying standard City-wide rates and fees applied equally throughout the City, and also applicable to Vista Field, during the term of this Agreement, unless specifically set forth in this Agreement.

11.12 **No Public Official Liability.** No provision of this Agreement and any authority granted by this Agreement is intended to create or result in any personal liability for any public official or employee or agent of the City or Port, nor shall any provision or provisions of this Agreement be construed to create any such liability.

11.13 **Notices.** Notices under this Agreement shall be in writing and, unless otherwise required by law, may be delivered (1) personally; (2) by U.S. mail, certified or registered; or (3) by a nationally recognized overnight courier service. Mailed notices shall be deemed effective on the third day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown below.

Port: Chief Executive Officer
350 Clover Island Drive, Suite 200
Kennewick WA 99336

City: City Manager
210 W. 6th Avenue
Kennewick WA 99336

Couriered notices shall be deemed delivered when the courier's records indicate that delivery has occurred. Either party may change its address for notices by written notice to the other.


11.14 **Warranty of Authority.**

11.14.1 The Port hereby warrants to the City that the undersigned is authorized to execute this Agreement and to bind the port and the Property.

11.14.2 The City has authority under Chapter 36.70B RCW to enter this as a proper exercise of municipal police power and contract authority. This Agreement is entered into pursuant to such authority. The city warrants that the undersigned Mayor has authority and is authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the below dates.

CITY OF KENNEWICK



Jason R. McShane
Mayor

MAY 5, 2026
Date

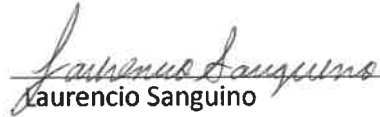
Attest:



Krystal Johnston
City Clerk

5.5.2026
Date

Approved as to form:



Laurencio Sanguino
City Attorney

April 28, 2026
Date

PORT OF KENNEWICK



Skip Novakovich,
Port Commission Vice President




Date

ATTEST:



Bridgette Scott,
Executive Assistant



Date

EXHIBIT A – VISTA FIELD PROPERTY LEGAL DESCRIPTION

PARCEL 1

REAL PROPERTY LOCATED IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE NORTH 00°05'15" EAST, 891.82 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°54'25" WEST, 162.33 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SHORT PLAT NO. 1333 AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1333, RECORDS OF BENTON COUNTY, SAID POINT IS ALSO AN ANGLE POINT IN THE NORTHERLY LINE OF BLOCK 1 OF THE PLAT OF VISTA INDUSTRIAL PARK AS RECORDED IN VOLUME 14 OF PLATS, PAGE 56, RECORDS OF BENTON COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 45°11'01" WEST, 2042.89 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK 1 TO THE NORTHWEST CORNER OF THAT PARCEL SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2320, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48'56" EAST, 200.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY LINE OF OKANOGAN AVENUE; THENCE SOUTH 45°11'04" WEST, 30.00 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF PARCEL "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 1611, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 255.75 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL "A"; THENCE SOUTH 45°11'04" WEST, 670.00 FEET ALONG THE NORTHWESTERLY LINES OF PARCEL "A" AND PARCEL "B" OF SAID SURVEY TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 44°48'56" EAST, 55.75 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL "B" TO THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 494.70 FEET ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2094, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 139.19 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 45°11'04" WEST, 323.30 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 44°48'56" EAST, 139.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE NORTHWESTERLY LINE OF WEST DESCHUTES AVENUE; THENCE SOUTH 45°11'04" WEST, 739.11 FEET ALONG SAID NORTHWESTERLY LINE TO A POINT IN THE EASTERLY LINE OF PARCEL 7 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 522, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 700.00 FEET ALONG SAID EASTERLY LINE TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 4 OF THE PLAT OF WESTHAVEN BLOCK TWO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 75, RECORDS OF BENTON COUNTY; THENCE NORTH 45°11'04" EAST, 700.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PLAT TO THE SOUTHEAST CORNER OF LOT 12 OF SAID PLAT;

Exhibit A

THENCE NORTH 44°48'56" WEST, 508.22 FEET ALONG THE EASTERLY LINE OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 10 OF SAID PLAT, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF GRANDRIDGE BLVD.; THENCE NORTH 45°11'04" EAST, 60.00 FEET ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWEST CORNER OF TRACT "A" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE SOUTH 44°48'56" EAST, 407.01 FEET ALONG THE SOUTHWESTERLY LINE OF SAID TRACT "A" AND TRACT "B" OF SAID SURVEY TO THE MOST SOUTHERLY CORNER OF SAID TRACT "B"; THENCE NORTH 45°11'04" EAST, 797.11 FEET ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "B" TO THE MOST EASTERLY CORNER THEREOF; THENCE SOUTH 44°48'56" EAST, 101.21 FEET; THENCE NORTH 45°11'04" EAST, 700.00 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 3 AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 521, RECORDS OF BENTON COUNTY; THENCE CONTINUING NORTH 45°11'04" EAST, 2042.89 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3 AND THE SOUTHEASTERLY LINES OF SHORT PLAT NO. 1333 AND SHORT PLAT NO. 1644 AS RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGES, 1333 AND 1644, RECORDS OF BENTON COUNTY TO THE MOST WESTERLY CORNER OF LOT 2 OF SAID SHORT PLAT NO. 1333; THENCE SOUTH 44°48'56" EAST, 700.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING.

CONTAINS 69.90 ACRES.

PARCEL 2

LOT 2, SHORT PLAT NO. 1333, RECORDED IN THE OFFICE OF THE COUNTY AUDITOR IN VOL. 1 OF SHORT PLATS, PAGE 1333.

CONTAINS 5.58 ACRES.

PARCEL 3

LOT 3, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON

CONTAINS 2.85 ACRES

PARCEL 4

LOT 2, SHORT PLAT 3336, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 3336, RECORDS OF BENTON COUNTY, WASHINGTON

CONTAINS 3.14 ACRES

PARCEL 5

THAT PORTION OF PARCEL 3 OF RECORD SURVEY NO. 1-521 DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY BOUNDARY OF SAID PARCEL FOR 193.31 FEET; THENCE NORTH 77°09'37" WEST 361.22 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 3; THENCE SOUTH 44°48'56" EAST ALONG SAID SOUTHWESTERLY BOUNDARY 305.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

Exhibit A

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 3; THENCE SOUTH 45°11'04" WEST, 700.00 FEET; THENCE NORTH 44°48'56" WEST, 101.21 FEET TO THE MOST EASTERLY CORNER OF TRACT "B" AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2339, RECORDS OF BENTON COUNTY; THENCE NORTH 44°48'56" WEST, 406.52 FEET ALONG THE NORTHEASTERLY LINE OF SAID TRACT "B" AND TRACT "A" OF SAID SURVEY TO A POINT ON THE SOUTHEASTERLY LINE OF GRANDRIDGE BLVD., SAID POINT ALSO BEING ON THE ARC OF A 1031.00 FEET RADIUS CURVE (RADIUS POINT BEARS NORTH 44°49'51" WEST); THENCE NORTHERLY, 513.53 FEET ALONG THE ARC OF SAID CURVE AND ALONG THE SAID SOUTHEASTERLY LINE OF GRANDRIDGE BLVD. THROUGH A CENTRAL ANGLE OF 28°32'17" TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 3 COLONNADE BUSINESS PARK AS SHOWN ON BINDING SITE PLAN NO. 3386 AS RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3386, RECORDS OF BENTON COUNTY; THENCE SOUTH 77°09'13" EAST (SOUTH 77°09'37" EAST, RECORD), 387.50 FEET ALONG THE SOUTHERLY LINE OF SAID RECORD OF SURVEY AND THE SOUTHWESTERLY LINE OF A PARCEL AS SHOWN ON RECORD OF SURVEY RECORDED IN VOLUME 1 OF SURVEYS, PAGE 3785, RECORDS OF BENTON COUNTY TO A POINT ON THE SOUTHWESTERLY LINE OF PARCEL 3 OF SAID RECORD SURVEY NO. 1-521; THENCE SOUTH 44°48'56" EAST, 305.72 FEET (305.40 FEET RECORD) TO THE POINT OF BEGINNING. CONTAINS 9.12 ACRES.

PARCEL 6

TRACT B OF RECORD SURVEY #2339 DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY CORNER OF A 10 ACRE PARCEL AS DEPICTED ON A SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 838693 AND FILED IN VOLUME ONE OF SURVEYS, AT PAGE 662, RECORDS OF SAID COUNTY. THENCE NORTH 45°11'04" EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF A CITY STREET KNOWN AS GRANDRIDGE BLVD. 60.00 FEET. THENCE SOUTH 44°48'56" EAST 307.01 FEET TO THE TRUE POINT OF BEGINNING. THENCE NORTH 45°11'04" EAST 797.11 FEET. THENCE SOUTH 44°48'56" EAST ALONG THE NORTHEASTERLY LINE OF SAID 10 ACRE PARCEL 100.00 FEET. THENCE SOUTH 45°11'04" WEST 797.11 FEET. THENCE NORTH 44°48'56" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW. CONTAINS 1.83 ACRES.

PARCEL 7

THAT PORTION OF PARCEL 7 OF RECORD SURVEY 1-522, AS ON FILE WITH THE BENTON COUNTY AUDITOR, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENTED INTERSECTION OF THE CITY STREETS KNOWN AS NORTH YOUNG STREET AND WEST DESCHUTES AVENUE, SAID POINT BEING THE SOUTHWEST

Exhibit A

CORNER OF SAID PARCEL 7; THENCE SOUTH 89°16'47" EAST 30.00 FEET; THENCE NORTH 0°28'48" EAST 40.00 FEET TO THE INTERSECTION OF THE EASTERLY AND NORTHERLY RIGHTS-OF-WAY OF SAID STREETS RESPECTIVELY, AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 0°28'48" EAST ALONG SAID EASTERLY RIGHT OF WAY 347.50 FEET; THENCE NORTH 45°11'04" EAST 690.98 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID PARCEL 7; THENCE SOUTH 44°48'56" EAST ALONG SAID EASTERLY BOUNDARY 600.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY OF DESCHUTES AVENUE, SAID POINT IS NORTH 44°48'56" WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 7; THENCE SOUTH 45°11'04" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 250.00 FEET; THENCE NORTH 44°48'56" WEST 100.00 FEET; THENCE SOUTH 45°11'04" WEST 393.74 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY, SAID POINT BEING ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS NORTH 15°29'00" WEST 780.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY 220.59 FEET; THENCE NORTH 89°16'47" WEST ALONG SAID NORTHERLY RIGHT OF WAY 170.82 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 9.87 ACRES.

EXHIBIT B – VISTA FIELD PROPERTY PARCEL MAP

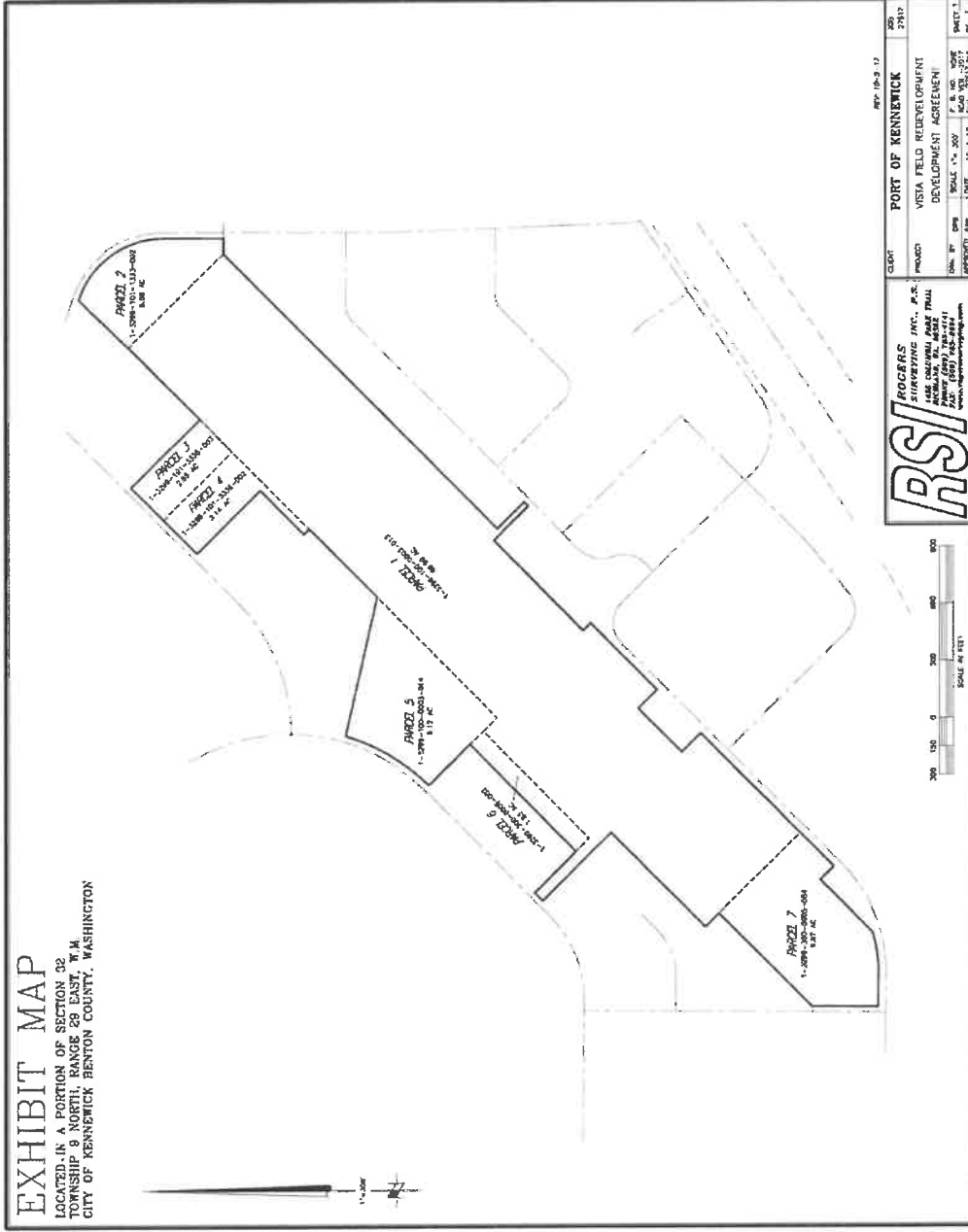
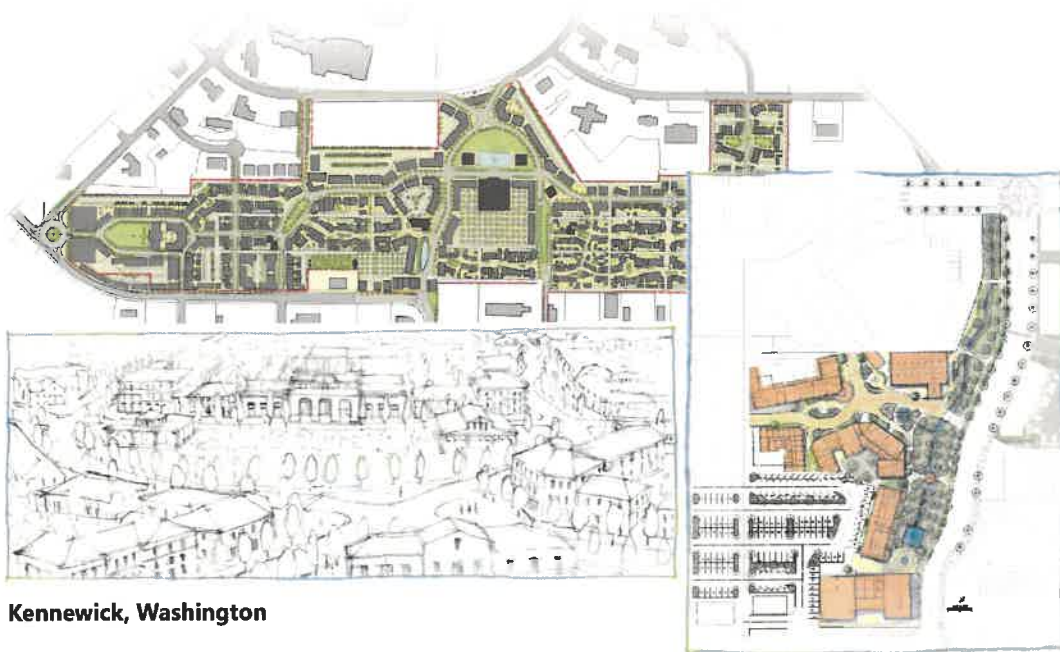


Exhibit B

VISTA FIELD REDEVELOPMENT MASTER PLAN 2017

An opportunity initiated by the Port of Kennewick in collaboration with
the City of Kennewick and guided by the citizens of the Tri-Cities.



Kennewick, Washington

Prepared in partnership with
Duany Plater-Zyberk & Company
(Architects and Town Planners)

October 6, 2017

ARTIST'S RENDERINGS OF PROPOSED VISTA FIELD REDEVELOPMENT

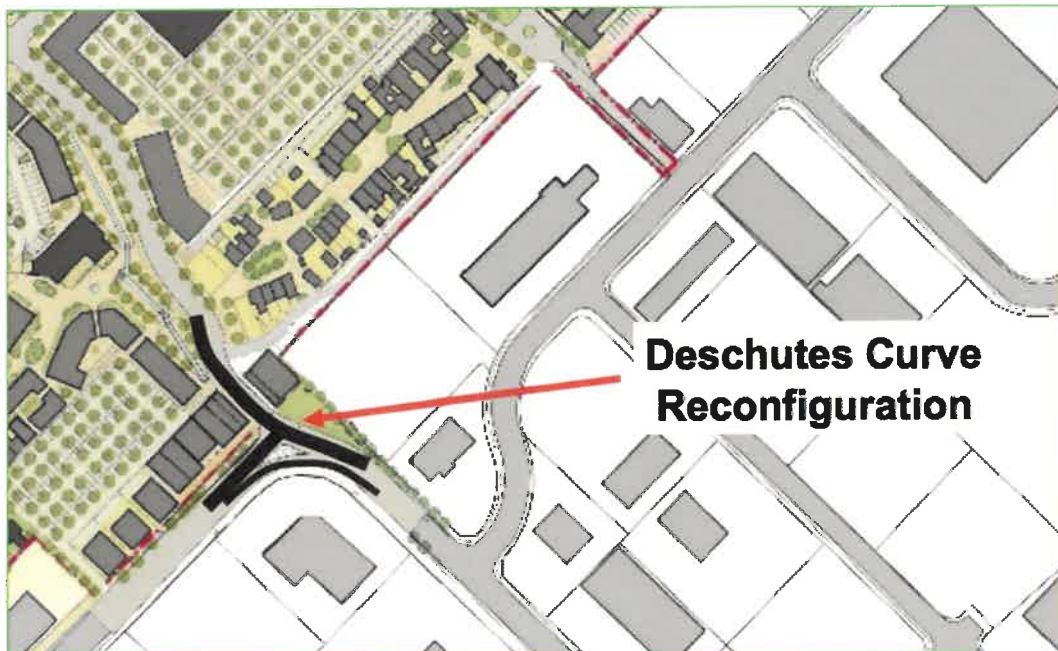


Vista Field Full-Site Redevelopment Plan

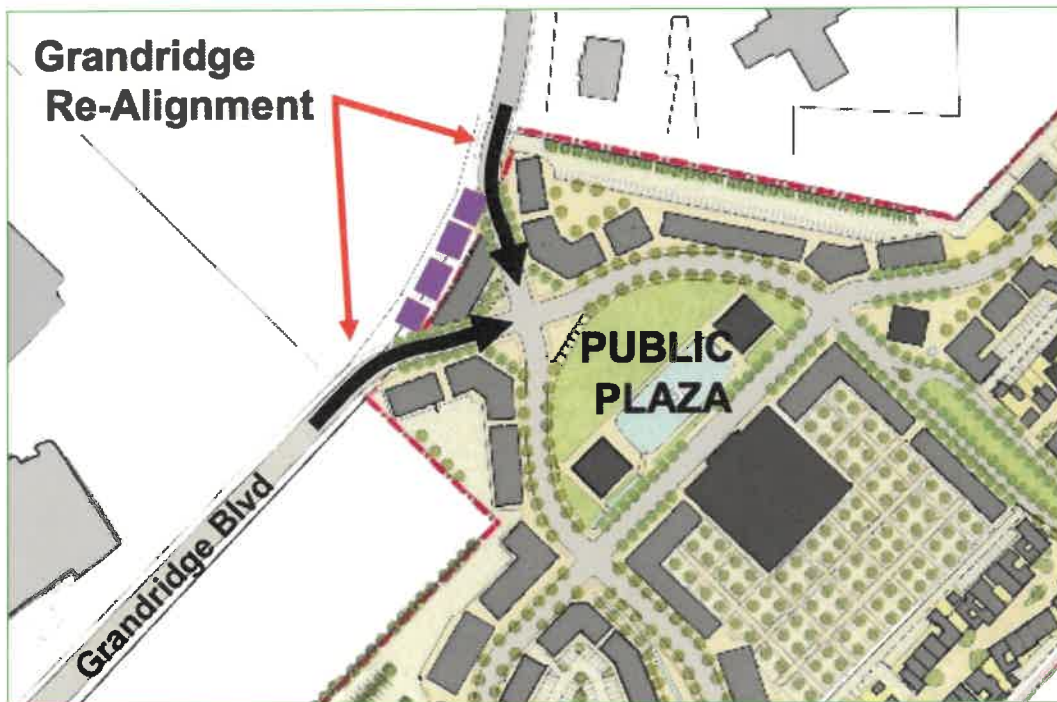
Notable connections to the abutting City streets include converting the 90-degree curve on Deschutes Avenue into a T intersection, installation of a large radius roundabout at the intersection of Deschutes Avenue and Young Street, establishing a four-way signalized intersection at Kellogg Street and Quinault Avenue, and connection to and reconfiguration of Grandridge Boulevard. Each proposed revision differs from the other, however, each has a specific purpose beyond simply allowing vehicle, bicycle, pedestrian and transit vehicle movement.

The remaining connections to the existing street network along Okanagan Avenue, Deschutes Avenue, Rio Grande Avenue, and the former Vista Field Airport office drive aisle from Grandridge Boulevard are still essential to the overall project, however the design of each connection is a typical street intersection.

The proposed Deschutes Avenue T intersection design is both a cost-conscious design solution and a way to incorporate a sense of arrival into Vista Field. The new leg extending into Vista Field from the current curve will route vehicles and pedestrians between two existing aircraft hangar buildings, immediately giving a sense that something is different. This design serves to slow traffic transitioning from the standard 35-miles-per-hour street into Vista Field, and conversely provides a transition from the intentionally slower moving Vista Field street network back onto the traditional street system.



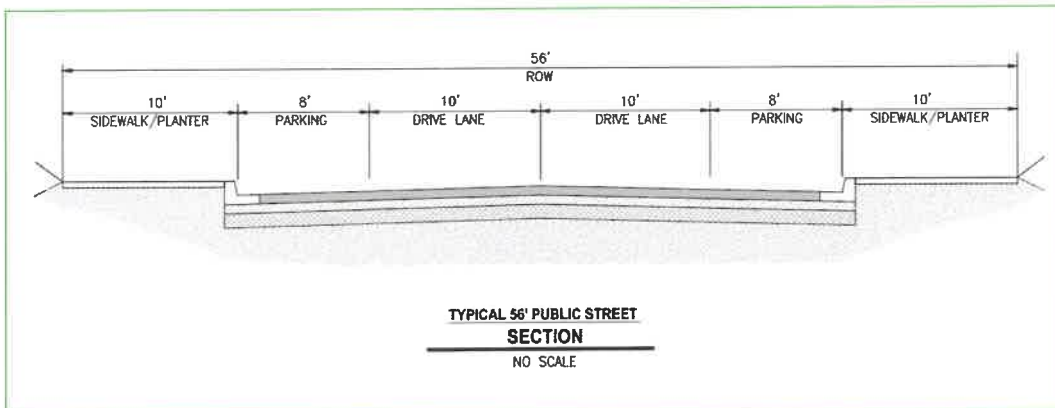
The connection to Grandridge Boulevard might appear simpler in nature than the three other site entrances, however this revision has the most intricate connection. Presently Grandridge Boulevard separates Vista Field from the City's Public Facilities District campus (Three Rivers Convention Center & Toyota Center) with a 30 mile per hour roadway. The new connection into Vista Field is more than just a driveway from Grandridge into the site. Grandridge Boulevard will be realigned and "pulled" into Vista Field, which is beneficial from a traffic movement standpoint and creates a linkage between the Public Facilities District and the urban district at Vista Field.



STREET DESIGN STANDARDS

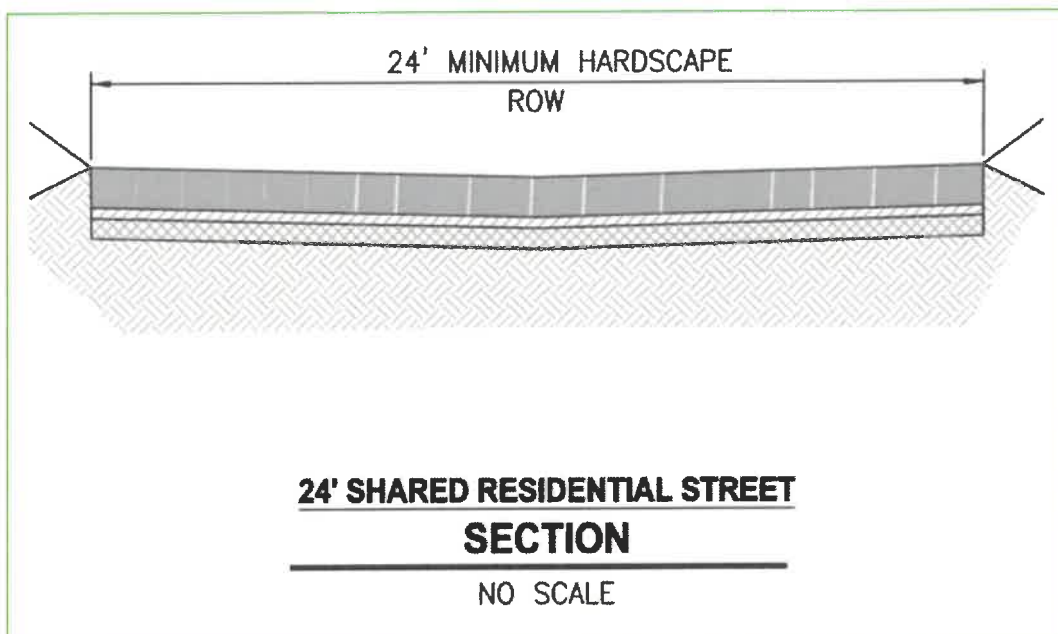
A and B streets consist of one, 10-foot travel lane in each direction; 8-foot parallel parking spaces adjacent each lane; and sidewalks ranging from 8-feet to 10-feet in width with street trees spaced at no more than 50-foot intervals. Basic intersection design elements such as 10-foot turning radii effectively slow traffic throughout the entire site.

Street lighting along the A and B streets is designed to provide adequate lighting for the roadway width and speed limits, yet differentiate Vista Field from other areas in the City. These light standards need not be elaborate (a quality which makes blending with abutting buildings less challenging). However, the scale must differ from the standard 35-foot cobra head pole typically used to light streets. Vista Field streetlights should be at heights between 16- to 20-feet and of such a design to further distinguish Vista Field as a special place.

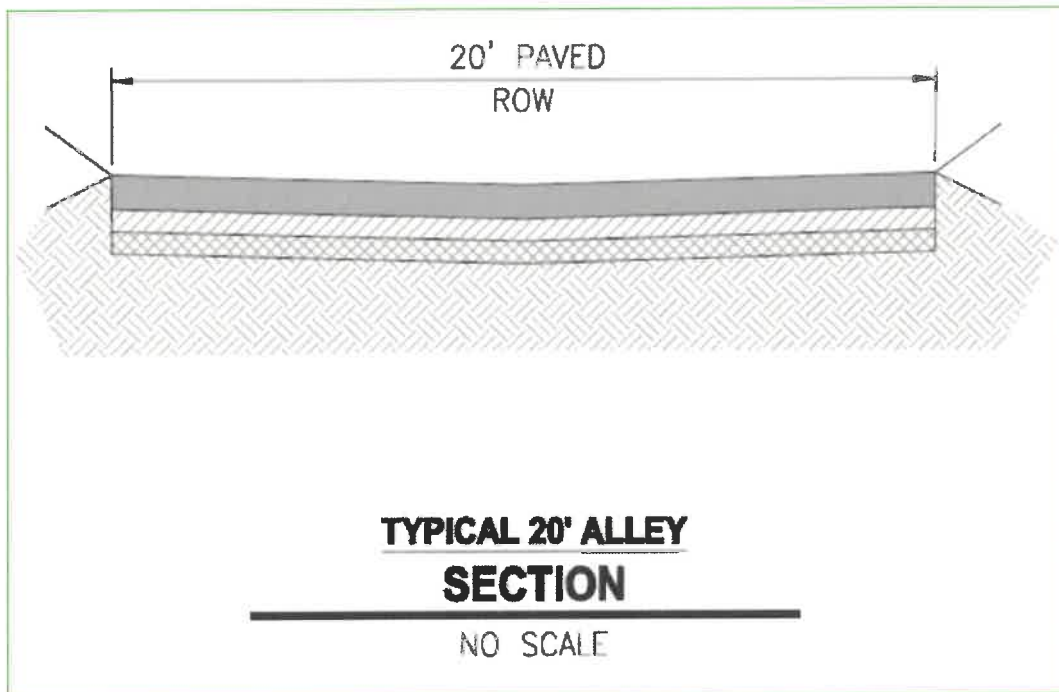


Shared residential streets are designed as informal meandering routes equally shared by all modes of transportation (vehicle, bicycle and pedestrian). The meandering design is best suited to the pedestrian, which forces vehicles to move very slowly through this atypical street. Although seemingly random in design, a minimum travel clearance of 20-feet is maintained to allow passage of emergency service vehicles.

The name, shared residential streets, was adopted for the Vista Field project and used predominately in residential areas in the master plan. However, a few enclaves of intermixed commercial and higher density residential uses are also served by this type of street. The surface treatment will include standard asphalt, concrete, pavers and stone, and lighting will be 6- to 10-feet in height. Additional lighting will be provided by the front lights on all structures abutting this type of street. Due to the varied nature of these shared residential streets they will be developed and maintained as private streets.



Alleyways are included within each block in the Vista Field Redevelopment Master Plan layout and serve a crucial, yet underappreciated role as both utility corridors and off-street parking lot access points. The alleys are essential to the overall layout; for without the alleys the prohibition of driveway access from the A streets would be impractical. The general design of the alley is a 20-foot-wide inverted asphalt section capturing all storm drainage thereby foregoing the need for curb and gutter improvements. Due to their unique nature, alleyways will be developed and maintained as private streets.



IMPLEMENTATION STRATEGIES

PHASING

Economic analysis of this project indicated full build-out of the site would occur over a 20-year period. Phasing of the project is necessary from both a capital availability and market demand perspective. And phasing is just as important from a vibrancy standpoint. Developing compact phases allows concentrating activities to a central area upon which the urban feel can be established. Opening up a large segment of the site could result in individual developments occurring sporadically throughout Vista Field without yielding an initial, interconnected urban feel.

The 103-acre site is envisioned as eight phases, with Phase 1 identified as being the core of the site. Rather than work towards the best piece over time, it was determined that building an urban place in a presently vacant area required selecting and investing in the segment that provides the best opportunity for vibrancy from the onset. The simple principle being that each and every subsequent development adds vibrancy to the neighborhood and builds momentum for the next development.



Vista Field Redevelopment Proposed Phasing

Exhibit C

LAND USE & BUILDING SIZE BY TYPE & PHASE

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	TOTAL	
Residential Single Attached (small lots)	45	60	55	105	40	50	85	55	495	Units 1
Residential Condo	50	20	10	15	25	50	50	30	250	Units 2
Residential Apartments (low-rise)	75	40	50	0	0	85	50	50	350	Units 2
Single Family Building	90,000	120,000	110,000	210,000	80,000	100,000	170,000	110,000	990,000	SF 1
Residential Condo Units	50,000	20,000	10,000	15,000	25,000	50,000	50,000	30,000	250,000	SF 2
Residential Apartment (low-rise)	75,000	40,000	50,000	0	0	85,000	50,000	50,000	350,000	SF 2
Dwelling Units	170	120	115	120	65	185	185	135	1,095	Units
TOTAL Multi-Family Building (SF)	125,000	60,000	60,000	15,000	25,000	135,000	100,000	80,000	600,000	SF
Commercial – Retail	35,000	15,000	10,000	0	5,000	40,000	10,000	40,000	155,000	SF
Commercial – Restaurant	20,000	15,000	10,000	0	0	15,000	5,000	10,000	75,000	SF 3
Commercial – Grocery	5,000	0	0	0	0	35,000	0	20,000	60,000	SF
Commercial – Office	100,000	75,000	20,000	5,000	5,000	65,000	30,000	20,000	320,000	SF
Performing Arts Center	45,000	0	0	0	0	0	0	0	45,000	SF 4
Neighborhood Civic	10,000	5,000	5,000	5,000	0	5,000	5,000	5,000	40,000	SF
Educational	25,000	0	0	0	0	20,000	0	0	45,000	SF
TOTAL Commercial/Institutional Building (SF)	240,000	110,000	45,000	10,000	10,000	180,000	50,000	95,000	740,000	SF
TOTAL Building (SF)	455,000	290,000	215,000	235,000	115,000	415,000	320,000	285,000	2,330,000	SF
Park/Open Space by Phase (SF)	100,000	30,000	41,000	3,000	1,000	24,000	22,000	52,000	273,000	SF

SUMMARY

Total Residential Units	1,095 Dwelling Units of which	495 are Single Family Dwelling Units
Total Multi-Family Buildings	600,000 sq.ft.	600 Multi-Family Dwelling Units
Total Commercial/Institutional (SF)	740,000 sq.ft.	
Total Mixed Use Buildings	1,340,000 sq.ft.	
Total Park	273,000 sq.ft. or	6.3 Acres (does not include other open space plazas, community gardens, etc.)

Notes:

- 1 Average 2,000 sq. ft.
- 2 Average 1,000 sq. ft.
- 3 Average 3,000 sq. ft.
- 4 30,000 sq. ft. footprint plus mezzanine

EXHIBIT D – VISTA FIELD MASTER PLAN - LAYOUT



VISTA FIELD
KENNEWICK, WASHINGTON
NOVEMBER 2014
REVISION: 10/14/14
UPDATED MARCH 2016

BASE MAP
1408

Exhibit D

EXHIBIT E

Vista Field Roadway Design Criteria Elements

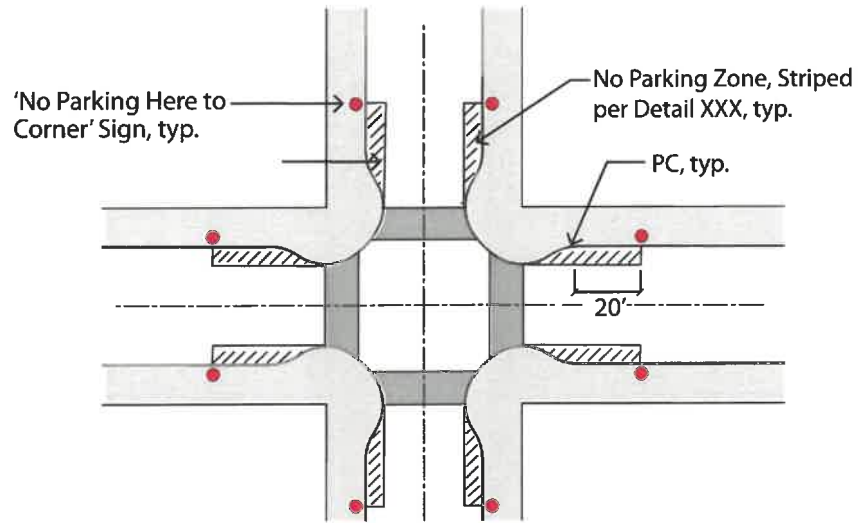
Street Types	
Commercial Street	36' curb to curb, (2) 10' lanes, (2) 8' parking lanes, Sharrows
Private Shared Residential Street/Woonerf	20' minimum
Private Alley	20' minimum.
Variants – i.e. one-way and median	2' minimum width, 12' lanes/8' parking/8' Grasscrete, bike lanes to be Sharrows
Lane Widths	10' minimum, 11' minimum adjacent to a curb
Parking Lane width	8' typical, 7' minimum
Bike Lanes	Sharrows and limited signage as appropriate
Bike Racks & Other Street Furniture	As needed between tree wells
Sidewalks	Typically 10' minimum width scored concrete patterns
Right-of-Way	Back of Sidewalk
Street Trees	Columnar trees 4.5' from face of curb with 4' square tree wells space accordingly (approximately 30' on center) to avoid impacting street light throw
Crosswalk Treatments	Signing, striping marks, Medians, Raised X-walk or Intersection, Curb Extensions, and Beacons all acceptable
Street Lighting	Decorative Lighting similar to Phase #1 lighting installed on Crosswind & Vista Field boulevards in 2019-2021.
Type	LED
Wattage	84 watts at key intersections and pedestrian crossings, 27 watts all other locations
Color Temperature	3,000K
Mounting Heights	16.5' total pole height
Spacing	120' (60' staggered across the street)
Baskets and/or Banners	Poles are designed to accommodate but not planned to install
Curb Returns	15' typical, 5' minimum
Driveway Types Allowed	Special design details encompassing the 10' sidewalk coupled with City of Kennewick Std. Detail 2-9 (sheet 8 of 10) "Curb Tight Sidewalk Dropback Driveway"
Intersection & Commercial D/W Spacing	155' typical, 105' minimum. Propose using 75' spacing (center to center for areas with private alley/shared residential street/private alley
Intersections	NACTO raised intersections at key intersections including curb extensions, concrete paving, and bollards. Curb Extensions to be used on busiest intersections when possible after AutoTurn is run. Provide for future signal at Grandridge Intersection and South Deschutes entry by providing junction boxes and conduit.
Intersection Visibility & Restrictions	Intersection of (2) City rights of way – Parking restricted with 20' of bulb-out point of curvature (identified in Exhibit E-1) to ensure adequate visibility and enhance KFD apparatus circulation. Intersection of (1) City right of way and alley or shared residential street (Woonerf) – Parking restricted based upon 115' vision triangle to ensure adequate visibility and enhance KFD apparatus circulation. (identified in Exhibit E-2)
Speed Limits	20 MPH. Set sight distance and spacing accordingly.

EXHIBIT E

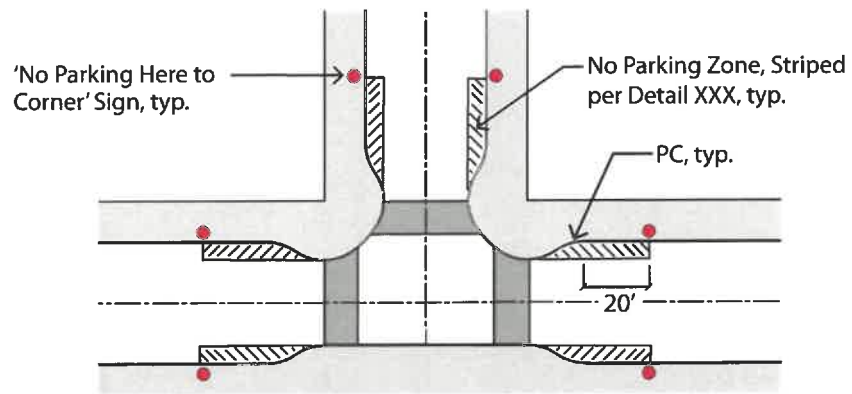
Vista Field Roadway Design Criteria Elements

Parking	Parallel. If diagonal then consider use of back-in, Plan for pay parking and signage but try to avoid excess signage.
Minimum Horizontal Curve Radii	Probable is 175' - Should be based on design vehicle using 10' lanes. Smaller radii when proven to work using AutoTurn with WB 40 design vehicle.
Types of traffic control	AWSC, TWSC, Yield, No signage
Special Signage District	Street signage deviation for typical City standard allowed, provided compliance with NACTO/MUTCD standards
Traffic Calming Features Allowed	NACTO raised intersections, Traffic Circles, Chicanes, Curb Extensions, Neckdowns, Special Paving/Marking treatments
Turnarounds	Cul-de-sac and other designs as approved by PW & Fire Marshall

EXHIBIT E



**20' No Parking Setback
from PC per COK**

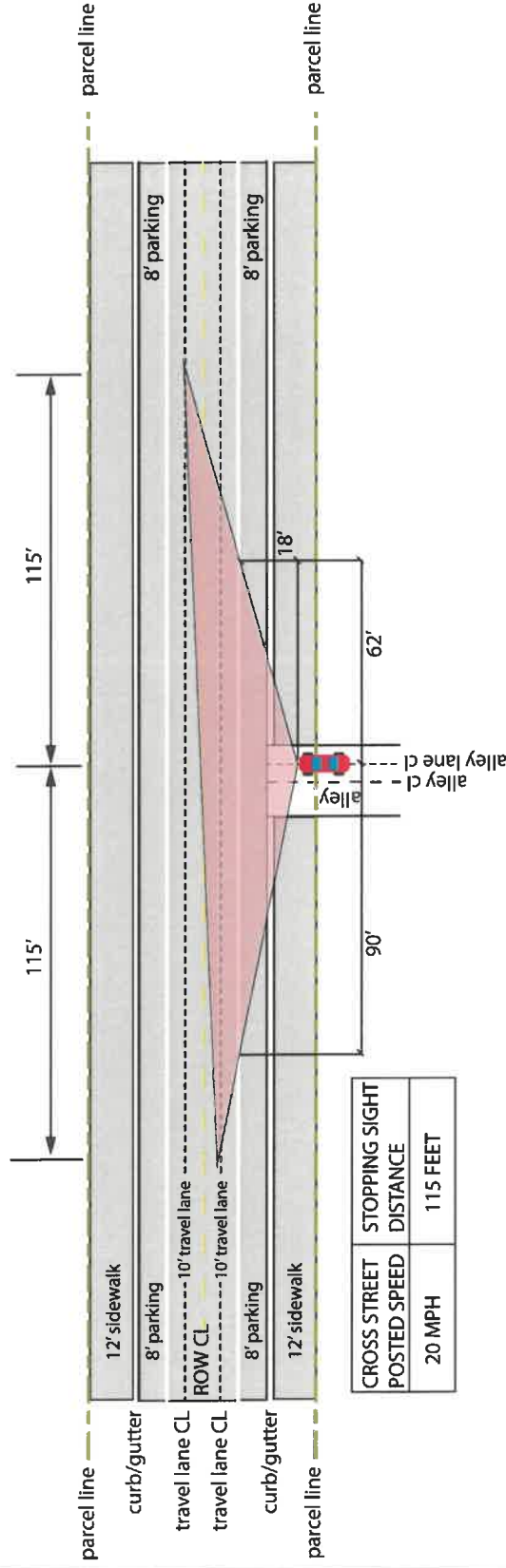


**VISTA FIELD
CURB BULB WITH NO PARKING SETBACK
ENGINEERING DEPARTMENT**

DATE 10/25
DWN DCS
REV X/XX
CHK LWP
SCALE NTS

DWG. NO.
**FIG
1**

EXHIBIT E



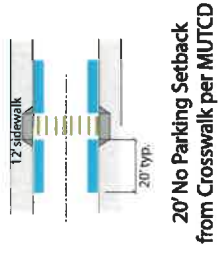
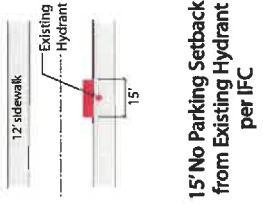
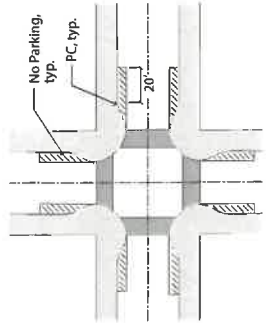
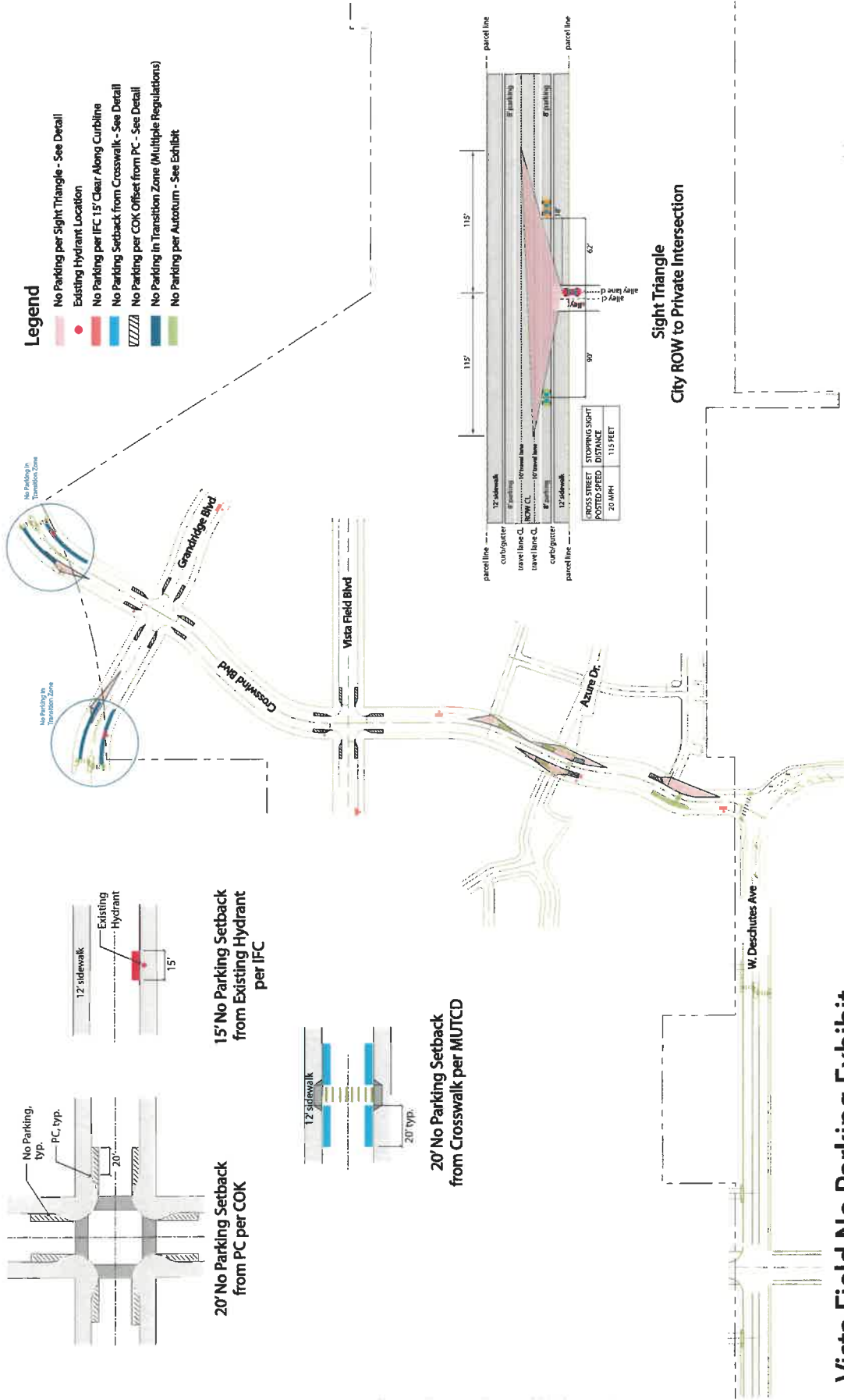
DATE: 10/25
 DWN: DCS
 REV: X/XX
 CHK: LWP
 SCALE: NTS

DWG. NO. **FIG 2**

VISTA FIELD CLEAR SIGHT TRIANGLE ENGINEERING DEPARTMENT

Legend

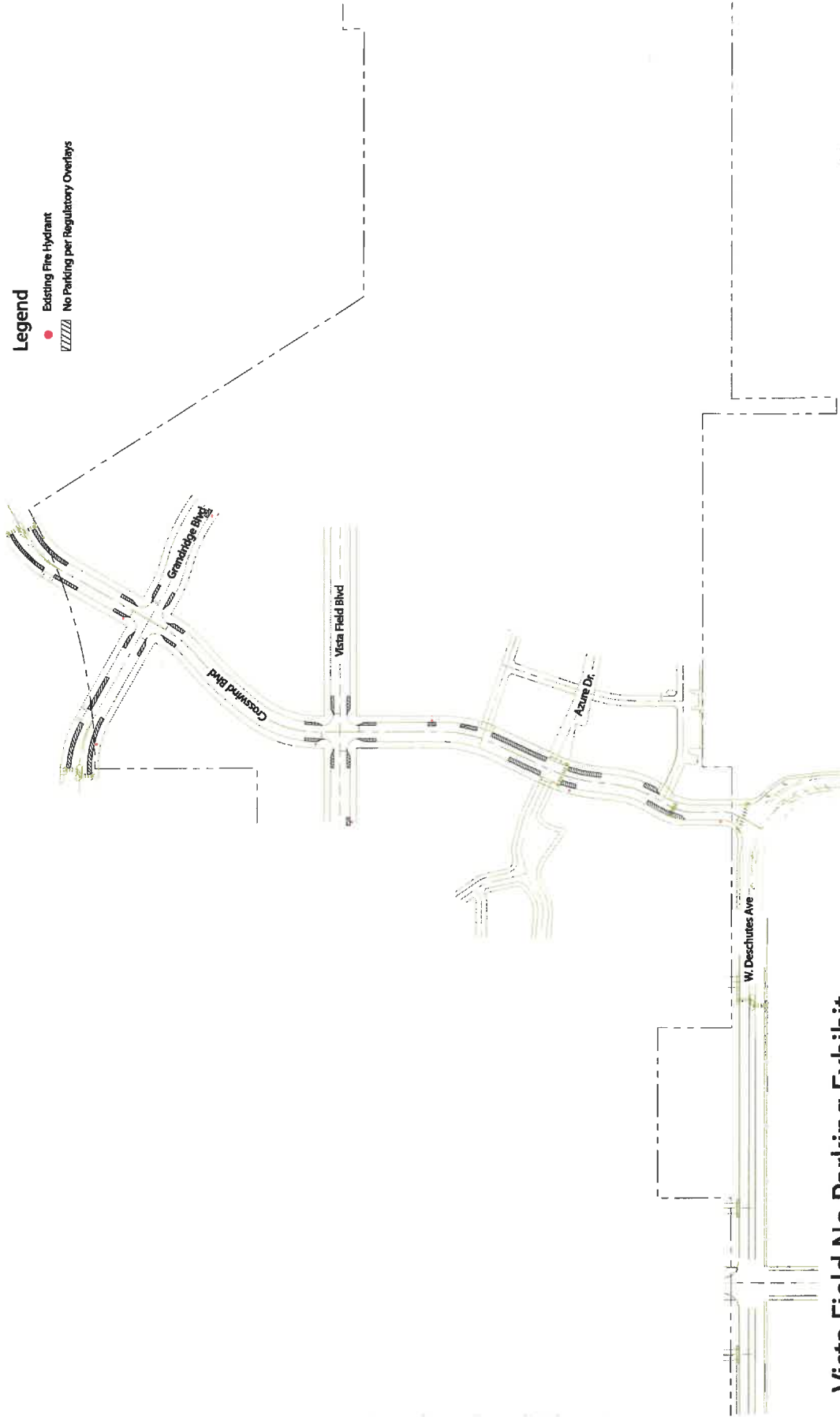
- No Parking per Sight Triangle - See Detail
- Existing Hydrant Location
- No Parking per IFC 15' Clear Along Curbline
- No Parking Setback from Crosswalk - See Detail
- No Parking per COK Offset from PC - See Detail
- No Parking in Transition Zone (Multiple Regulations)
- No Parking per Autotum - See Exhibit



**Vista Field No Parking Exhibit
Regulatory Restrictions**

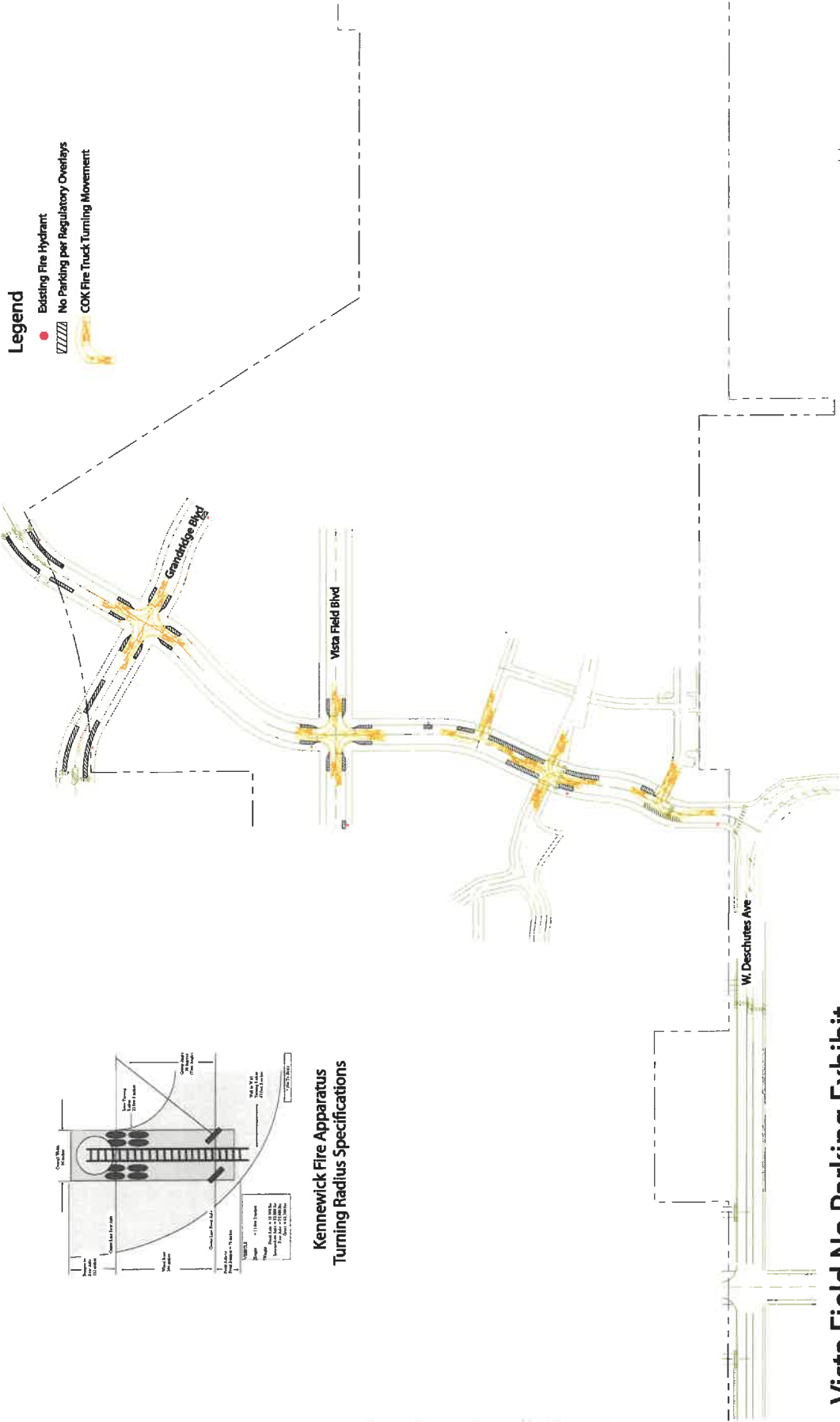
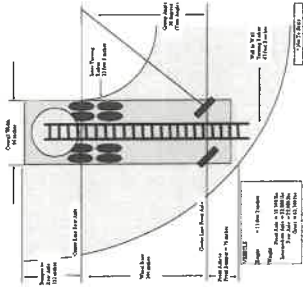
Legend

- Existing Fire Hydrant
- ▨ No Parking per Regulatory Overlays



Vista Field No Parking Exhibit
No Parking Areas

- Legend**
- Existing Fire Hydrant
 - ▨ No Parking per Regulatory Overlays
 - 🚒 COOK Fire Truck Turning Movement



**Vista Field No Parking Exhibit
Fire Truck Turning Movements**

Exhibit F

VISTA FIELD REDEVELOPMENT PROJECT - TRANSPORTATION MITIGATION (February 5, 2026) Cost Allocation Percentages & ROM Cost Estimates (ALL PARTIES UNDERSTAND - Percentages are the AGREED Factor; Cost Estimates are "PLANNING LEVEL" ONLY)

Phase 1	2035 Volumes		% Difference		2035 Operations		Build	Mitigation	2035 Operations	Estimated Total Mitigation Cost (\$)	Port of Kennewick (%)	AGREED MITIGATION FACTORS	Currently (2016) TIF Eligible																	
	No Build	Build	No Build	Build	No Build	Build																								
IMPROVEMENTS COMPLETED 2024 (POK shared Paid)																														
<p>Phase 1</p> <p>18 Columbia Street Roundoff & Grandridge Bypass</p>																														
18	1885		14.8%		A	B	A	Restrict north-south movements to right-hr/right-out only but allow east-west left and right turns by placing onto along Grandridge Blvd. - Striping/Coars - Add a second eastbound left turn lane - Add a southbound right turn lane - Signal modification	A 9 B 8 C 11 D 11 E 11 F 11 G 11 H 11 I 11 J 11 K 11 L 11 M 11 N 11 O 11 P 11 Q 11 R 11 S 11 T 11 U 11 V 11 W 11 X 11 Y 11 Z 11 AA 11 AB 11 AC 11 AD 11 AE 11 AF 11 AG 11 AH 11 AI 11 AJ 11 AK 11 AL 11 AM 11 AN 11 AO 11 AP 11 AQ 11 AR 11 AS 11 AT 11 AU 11 AV 11 AW 11 AX 11 AY 11 AZ 11 BA 11 BB 11 BC 11 BD 11 BE 11 BF 11 BG 11 BH 11 BI 11 BJ 11 BK 11 BL 11 BM 11 BN 11 BO 11 BP 11 BQ 11 BR 11 BS 11 BT 11 BU 11 BV 11 BW 11 BX 11 BY 11 BZ 11 CA 11 CB 11 CC 11 CD 11 CE 11 CF 11 CG 11 CH 11 CI 11 CJ 11 CK 11 CL 11 CM 11 CN 11 CO 11 CP 11 CQ 11 CR 11 CS 11 CT 11 CU 11 CV 11 CW 11 CX 11 CY 11 CZ 11 DA 11 DB 11 DC 11 DD 11 DE 11 DF 11 DG 11 DH 11 DI 11 DJ 11 DK 11 DL 11 DM 11 DN 11 DO 11 DP 11 DQ 11 DR 11 DS 11 DT 11 DU 11 DV 11 DW 11 DX 11 DY 11 DZ 11 EA 11 EB 11 EC 11 ED 11 EE 11 EF 11 EG 11 EH 11 EI 11 EJ 11 EK 11 EL 11 EM 11 EN 11 EO 11 EP 11 EQ 11 ER 11 ES 11 ET 11 EU 11 EV 11 EW 11 EX 11 EY 11 EZ 11 FA 11 FB 11 FC 11 FD 11 FE 11 FF 11 FG 11 FH 11 FI 11 FJ 11 FK 11 FL 11 FM 11 FN 11 FO 11 FP 11 FQ 11 FR 11 FS 11 FT 11 FU 11 FV 11 FW 11 FX 11 FY 11 FZ 11 GA 11 GB 11 GC 11 GD 11 GE 11 GF 11 GH 11 GI 11 GJ 11 GK 11 GL 11 GM 11 GN 11 GO 11 GP 11 GQ 11 GR 11 GS 11 GT 11 GU 11 GV 11 GW 11 GX 11 GY 11 GZ 11 HA 11 HB 11 HC 11 HD 11 HE 11 HF 11 HG 11 HH 11 HI 11 HJ 11 HK 11 HL 11 HM 11 HN 11 HO 11 HP 11 HQ 11 HR 11 HS 11 HT 11 HU 11 HV 11 HW 11 HX 11 HY 11 HZ 11 IA 11 IB 11 IC 11 ID 11 IE 11 IF 11 IG 11 IH 11 II 11 IJ 11 IK 11 IL 11 IM 11 IN 11 IO 11 IP 11 IQ 11 IR 11 IS 11 IT 11 IU 11 IV 11 IW 11 IX 11 IY 11 IZ 11 JA 11 JB 11 JC 11 JD 11 JE 11 JF 11 JG 11 JH 11 JI 11 JJ 11 JK 11 JL 11 JM 11 JN 11 JO 11 JP 11 JQ 11 JR 11 JS 11 JT 11 JU 11 JV 11 JW 11 JX 11 JY 11 JZ 11 KA 11 KB 11 KC 11 KD 11 KE 11 KF 11 KG 11 KH 11 KI 11 KJ 11 KL 11 KM 11 KN 11 KO 11 KP 11 KQ 11 KR 11 KS 11 KT 11 KU 11 KV 11 KW 11 KX 11 KY 11 KZ 11 LA 11 LB 11 LC 11 LD 11 LE 11 LF 11 LG 11 LH 11 LI 11 LJ 11 LK 11 LL 11 LM 11 LN 11 LO 11 LP 11 LQ 11 LR 11 LS 11 LT 11 LU 11 LV 11 LW 11 LX 11 LY 11 LZ 11 MA 11 MB 11 MC 11 MD 11 ME 11 MF 11 MG 11 MH 11 MI 11 MJ 11 MK 11 ML 11 MM 11 MN 11 MO 11 MP 11 MQ 11 MR 11 MS 11 MT 11 MU 11 MV 11 MW 11 MX 11 MY 11 MZ 11 NA 11 NB 11 NC 11 ND 11 NE 11 NF 11 NG 11 NH 11 NI 11 NJ 11 NK 11 NL 11 NM 11 NO 11 NP 11 NQ 11 NR 11 NS 11 NT 11 NU 11 NV 11 NW 11 NX 11 NY 11 NZ 11 OA 11 OB 11 OC 11 OD 11 OE 11 OF 11 OG 11 OH 11 OI 11 OJ 11 OK 11 OL 11 OM 11 ON 11 OO 11 OP 11 OQ 11 OR 11 OS 11 OT 11 OU 11 OV 11 OW 11 OX 11 OY 11 OZ 11 PA 11 PB 11 PC 11 PD 11 PE 11 PF 11 PG 11 PH 11 PI 11 PJ 11 PK 11 PL 11 PM 11 PN 11 PO 11 PP 11 PQ 11 PR 11 PS 11 PT 11 PU 11 PV 11 PW 11 PX 11 PY 11 PZ 11 QA 11 QB 11 QC 11 QD 11 QE 11 QF 11 QG 11 QH 11 QI 11 QJ 11 QK 11 QL 11 QM 11 QN 11 QO 11 QP 11 QQ 11 QR 11 QS 11 QT 11 QU 11 QV 11 QW 11 QX 11 QY 11 QZ 11 RA 11 RB 11 RC 11 RD 11 RE 11 RF 11 RG 11 RH 11 RI 11 RJ 11 RK 11 RL 11 RM 11 RN 11 RO 11 RP 11 RQ 11 RR 11 RS 11 RT 11 RU 11 RV 11 RW 11 RX 11 RY 11 RZ 11 SA 11 SB 11 SC 11 SD 11 SE 11 SF 11 SG 11 SH 11 SI 11 SJ 11 SK 11 SL 11 SM 11 SN 11 SO 11 SP 11 SQ 11 SR 11 SS 11 ST 11 SU 11 SV 11 SW 11 SX 11 SY 11 SZ 11 TA 11 TB 11 TC 11 TD 11 TE 11 TF 11 TG 11 TH 11 TI 11 TJ 11 TK 11 TL 11 TM 11 TN 11 TO 11 TP 11 TQ 11 TR 11 TS 11 TU 11 TV 11 TW 11 TX 11 TY 11 TZ 11 UA 11 UB 11 UC 11 UD 11 UE 11 UF 11 UG 11 UH 11 UI 11 UJ 11 UK 11 UL 11 UM 11 UN 11 UO 11 UP 11 UQ 11 UR 11 US 11 UT 11 UU 11 UV 11 UW 11 UX 11 UY 11 UZ 11 VA 11 VB 11 VC 11 VD 11 VE 11 VF 11 VG 11 VH 11 VI 11 VJ 11 VK 11 VL 11 VM 11 VN 11 VO 11 VP 11 VQ 11 VR 11 VS 11 VT 11 VU 11 VV 11 VW 11 VX 11 VY 11 VZ 11 WA 11 WB 11 WC 11 WD 11 WE 11 WF 11 WG 11 WH 11 WI 11 WJ 11 WK 11 WL 11 WM 11 WN 11 WO 11 WP 11 WQ 11 WR 11 WS 11 WT 11 WU 11 WV 11 WW 11 WX 11 WY 11 WZ 11 XA 11 XB 11 XC 11 XD 11 XE 11 XF 11 XG 11 XH 11 XI 11 XJ 11 XK 11 XL 11 XM 11 XN 11 XO 11 XP 11 XQ 11 XR 11 XS 11 XT 11 XU 11 XV 11 XW 11 XX 11 XY 11 XZ 11 YA 11 YB 11 YC 11 YD 11 YE 11 YF 11 YG 11 YH 11 YI 11 YJ 11 YK 11 YL 11 YM 11 YN 11 YO 11 YP 11 YQ 11 YR 11 YS 11 YT 11 YU 11 YV 11 YW 11 YX 11 YZ 11 ZA 11 ZB 11 ZC 11 ZD 11 ZE 11 ZF 11 ZG 11 ZH 11 ZI 11 ZJ 11 ZK 11 ZL 11 ZM 11 ZN 11 ZO 11 ZP 11 ZQ 11 ZR 11 ZS 11 ZT 11 ZU 11 ZV 11 ZW 11 ZX 11 ZY 11 ZZ 11	1143 787 920 1731	1328 834 981 1872	14.8% 5.6% 6.2% 7.5%	A B C D E	A B C D E	A B C D E	A B C D E	A B C D E	A B C D E	A B C D E	A B C D E	A B C D E	A B C D E	A B C D E							
	1143	1328	14.8%	A	A	A	A																	A	A	A	A	A	A	A
	787	834	5.6%	B	B	B	B																	B	B	B	B	B	B	B
	920	981	6.2%	C	C	C	C																	C	C	C	C	C	C	C
1731	1872	7.5%	E	E	E	E	E	E	E	E	E	E	E																	
<p>Phase 2</p> <p>19 Eastbound & Southbound</p>																														
19	1143		13.1%		A	B	A	New intersection with all-way stop control and eastbound right turn bypass lane.	A 9 B 8 C 11 D 11 E 11 F 11 G 11 H 11 I 11 J 11 K 11 L 11 M 11 N 11 O 11 P 11 Q 11 R 11 S 11 T 11 U 11 V 11 W 11 X 11 Y 11 Z 11 AA 11 AB 11 AC 11 AD 11 AE 11 AF 11 AG 11 AH 11 AI 11 AJ 11 AK 11 AL 11 AM 11 AN 11 AO 11 AP 11 AQ 11 AR 11 AS 11 AT 11 AU 11 AV 11 AW 11 AX 11 AY 11 AZ 11 BA 11 BB 11 BC 11 BD 11 BE 11 BF 11 BG 11 BH 11 BI 11 BJ 11 BK 11 BL 11 BM 11 BN 11 BO 11 BP 11 BQ 11 BR 11 BS 11 BT 11 BU 11 BV 11 BW 11 BX 11 BY 11 BZ 11 CA 11 CB 11 CC 11 CD 11 CE 11 CF 11 CG 11 CH 11 CI 11 CJ 11 CK 11 CL 11 CM 11 CN 11 CO 11 CP 11 CQ 11 CR 11 CS 11 CT 11 CU 11 CV 11 CW 11 CX 11 CY 11 CZ 11 DA 11 DB 11 DC 11 DD 11 DE 11 DF 11 DG 11 DH 11 DI 11 DJ 11 DK 11 DL 11 DM 11 DN 11 DO 11 DP 11 DQ 11 DR 11 DS 11 DT 11 DU 11 DV 11 DW 11 DX 11 DY 11 DZ 11 EA 11 EB 11 EC 11 ED 11 EE 11 EF 11 EG 11 EH 11 EI 11 EJ 11 EK 11 EL 11 EM 11 EN 11 EO 11 EP 11 EQ 11 ER 11 ES 11 ET 11 EU 11 EV 11 EW 11 EX 11 EY 11 EZ 11 FA 11 FB 11 FC 11 FD 11 FE 11 FF 11 FG 11 FH 11 FI 11 FJ 11 FK 11 FL 11 FM 11 FN 11 FO 11 FP 11 FQ 11 FR 11 FS 11 FT 11 FU 11 FV 11 FW 11 FX 11 FY 11 FZ 11 GA 11 GB 11 GC 11 GD 11 GE 11 GF 11 GH 11 GI 11 GJ 11 GK 11 GL 11 GM 11 GN 11 GO 11 GP 11 GQ 11 GR 11 GS 11 GT 11 GU 11 GV 11 GW 11 GX 11 GY 11 GZ 11 HA 11 HB 11 HC 11 HD 11 HE 11 HF 11 HG 11 HH 11 HI 11 HJ 11 HK 11 HL 11 HM 11 HN 11 HO 11 HP 11 HQ 11 HR 11 HS 11 HT 11 HU 11 HV 11 HW 11 HX 11 HY 11 HZ 11 IA 11 IB 11 IC 11 ID 11 IE 11 IF 11 IG 11 IH 11 II 11 IJ 11 IK 11 IL 11 IM 11 IN 11 IO 11 IP 11 IQ 11 IR 11 IS 11 IT 11 IU 11 IV 11 IW 11 IX 11 IY 11 IZ 11 JA 11 JB 11 JC 11 JD 11 JE 11 JF 11 JG 11 JH 11 JI 11 JJ 11 JK 11 JL 11 JM 11 JN 11 JO 11 JP 11 JQ 11 JR 11 JS 11 JT 11 JU 11 JV 11 JW 11 JX 11 JY 11 JZ 11 KA 11 KB 11 KC 11 KD 11 KE 11 KF 11 KG 11 KH 11 KI 11 KJ 11 KL 11 KM 11 KN 11 KO 11 KP 11 KQ 11 KR 11 KS 11 KT 11 KU 11 KV 11 KW 11 KX 11 KY 11 KZ 11 LA 11 LB 11 LC 11 LD 11 LE 11 LF 11 LG 11 LH 11 LI 11 LJ 11 LK 11 LL 11 LM 11 LN 11 LO 11 LP 11 LQ 11 LR 11 LS 11 LT 11 LU 11 LV 11 LW 11 LX 11 LY 11 LZ 11 MA 11 MB 11 MC 11 MD 11 ME 11 MF 11 MG 11 MH 11 MI 11 MJ 11 MK 11 ML 11 MM 11 MN 11 MO 11 MP 11 MQ 11 MR 11 MS 11 MT 11 MU 11 MV 11 MW 11 MX 11 MY 11 MZ 11 NA 11 NB 11 NC 11 ND 11 NE 11 NF 11 NG 11 NH 11 NI 11 NJ 11 NK 11 NL 11 NM 11 NO 11 NP 11 NQ 11 NR 11 NS 11 NT 11 NU 11 NV 11 NW 11 NX 11 NY 11 NZ 11 OA 11 OB 11 OC 11 OD 11 OE 11 OF 11 OG 11 OH 11 OI 11 OJ 11 OK 11 OL 11 OM 11 ON 11 OO 11 OP 11 OQ 11 OR 11 OS 11 OT 11 OU 11 OV 11 OW 11 OX 11 OY 11 OZ 11 PA 11 PB 11 PC 11 PD 11 PE 11 PF 11 PG 11 PH 11 PI 11 PJ 11 PK 11 PL 11 PM 11 PN 11 PO 11 PP 11 PQ 11 PR 11 PS 11 PT 11 PU 11 PV 11 PW 11 PX 11 PY 11 PZ 11 QA 11 QB 11 QC 11 QD 11 QE 11 QF 11 QG 11 QH 11 QI 11 QJ 11 QK 11 QL 11 QM 11 QN 11 QO 11 QP 11 QQ 11 QR 11 QS 11 QT 11 QU 11 QV 11 QW 11 QX 11 QY 11 QZ 11 RA 11 RB 11 RC 11 RD 11 RE 11 RF 11 RG 11 RH 11 RI 11 RJ 11 RK 11 RL 11 RM 11 RN 11 RO 11 RP 11 RQ 11 RR 11 RS 11 RT 11 RU 11 RV 11 RW 11 RX 11 RY 11 RZ 11 SA 11 SB 11 SC 11 SD 11 SE 11 SF 11 SG 11 SH 11 SI 11 SJ 11 SK 11 SL 11 SM 11 SN 11 SO 11 SP 11 SQ 11 SR 11 SS 11 ST 11 SU 11 SV 11 SW 11 SX 11 SY 11 SZ 11 TA 11 TB 11 TC 11 TD 11 TE 11 TF 11 TG 11 TH 11 TI 11 TJ 11 TK 11 TL 11 TM 11 TN 11 TO 11 TP 11 TQ 11 TR 11 TS 11 TU 11 TV 11 TW 11 TX 11 TY 11 TZ 11 UA 11 UB 11 UC 11 UD 11 UE 11 UF 11 UG 11 UH 11 UI 11 UJ 11 UK 11 UL 11 UM 11 UN 11 UO 11 UP 11 UQ 11 UR 11 US 11 UT 11 UU 11 UV 11 UW 11 UX 11 UY 11 UZ 11 VA 11 VB 11 VC 11 VD 11 VE 11 VF 11 VG 11 VH 11 VI 11 VJ 11 VK 11 VL 11 VM 11 VN 11 VO 11 VP 11 VQ 11 VR 11 VS 11 VT 11 VU 11 VW 11 VX 11 VY 11 VZ 11 WA 11 WB 11 WC 11 WD 11 WE 11 WF 11 WG 11 WH 11 WI 11 WJ 11 WK 11 WL 11 WM 11 WN 11 WO 11 WP 11 WQ 11 WR 11																					

Exhibit F

Phase 2	2035 Volumes			% Difference	2035 Operations			Mitigation		Estimated Total Mitigation Cost (\$)	Port of Kennebec (%)	AGREED MITIGATION FACTORS Port of Kennebec (\$)	Currently (2016) TIF Eligible
	No Build	Build	Build		No Build	Build	Build	Mitigation	2035 Operations				
1 Columbia Center Boulevard & Oxbow Avenue	Eastbound	993	980	5.1%	E	74	E	-No mitigation proposed because the overall intersection and each individual approach are forecast to meet City LOS thresholds.					
	Westbound	1693	1872	9.6%	D	46	E			\$1,794,000	0%	\$0	Yes
	Southbound	1313	2101	6.9%	D	42	E						
2 Calicut Center Boulevard & Deschanel Avenue	Eastbound	1536	1656	8.2%	C	38	D	-Add a second WB left-turn lane					
	Westbound	1853	1853	0.0%	E	47	D	-Add a WB right-turn lane		\$1,696,000	25%	\$424,000	Yes
	Southbound	1048	1732	4.0%	C	23	C						
34 Ferry Street & Deschanel Avenue	Eastbound	388	443	15.0%	A	8	A	-Install a roundabout					
	Westbound	376	386	2.6%	na	8	A			\$650,000	100%	\$650,000	No
	Southbound	237	310	23.5%	C	17	A						
18 Railway Street & Oxbow Avenue	Eastbound	167	167	0.0%	na	28	B	-Install a signal					
	Westbound	674	643	-4.8%	na	10	A			\$390,000	75%	\$292,500	No
	Southbound	643	602	-6.5%	A	10	A						
19 Railway Street & Merchants Avenue	Eastbound	41	41	0.0%	D	75	F	-Install a signal					
	Westbound	105	199	47.2%	D	26	F			\$390,000	75%	\$292,500	No
	Southbound	560	707	20.8%	A	9	A						
20 Railway Street & Deschanel Avenue	Eastbound	810	529	-34.6%	F	32	F	-Install a signal					
	Westbound	590	771	26.2%	B	10	B			\$1,125,000	75%	\$843,750	No
	Southbound	705	841	16.2%	na	na	na						
21 Railway Street & Oxbow Avenue	Eastbound	1048	1066	1.7%	B	18	C	-Add a second southbound left-turn lane					
	Westbound	1233	1318	6.4%	C	32	D	-Signal modification		\$848,000	20%	\$169,600	Yes
	Southbound	1049	1304	20.8%	D	46	F						
24 Eastern Street & Merchants Avenue	Eastbound	100	223	11.7%	D	26	F	-Add a refuge area for left-turns from Edition St.					
	Westbound	725	772	6.1%	B	11	B			\$26,000	55%	\$14,300	No
	Southbound	383	1020	4.6%	na	na	na						
Subtotal Costs - Tier 2 (TIF Eligible) \$4,190,000													
Subtotal Costs - Tier 2 (Non-TIF Eligible) \$1,581,000													
Subtotal Costs - Tier 2 (Total) \$5,915,000													
TOTAL PROJECT COSTS (TIF Eligible)										\$6,111,000			
TOTAL PROJECT COSTS (Non-TIF Eligible)										\$3,361,000			
TOTAL PROJECT COSTS										\$9,472,000			

\$1,056,350
\$2,873,050
\$3,929,400
PORT
Total Mitigation Cost Estimate

NOTES

- #1) Movements highlighted in yellow with text in red and bold exceed City LOS thresholds;
- #2) Mitigation cost share calculations used critical approach volume difference (cells highlighted in bold and blue) as the basis for all intersection except roundabouts, which used the overall intersection volume difference. Instances of increased Port share due to impacts identified only in the "Build" scenario and/or when LOS failure in "No-Build" scenario involved simple, less expensive solution;
- #3) Port Request intersection identified with pink hatch be reclassified as TIF Eligible AND City agreed to consider this request during upcoming TIF update.
- #4) Tier 1 and Tier 2 project listed by intersection mitigation priority

COST ASSUMPTIONS (All costs estimates in 2016 dollars)

- Right-of-Way acquisition costs are included and assumed at \$20/5F
- Design costs are included and assumed to be 15% of construction costs
- Construction costs & construction management (including survey) assumed to be 15% of construction cost
- One Lane Roundabout Construction Cost - \$700,000
- New Signal Construction Cost - \$600,000
- Adding New Approach Lanes Cost - \$500,000
- Signal Modification Cost Per Lane - \$110,000