

The Port of Benton Commission Meetings are open to the public.

The regular Commission meeting will be available via Zoom, telephone conference call-in line, and in-person. The link to access this broadcast via Zoom and the call-in number to participate via telephone will be made available on the morning of the meeting on the Port of Benton's website at the link below, along with the meeting agenda and minutes from past meetings. Live broadcast information:

www.portofbenton.com/commission

For those unable to access the internet, please call 509-375-3060 by 8:00 a.m. on July 9, 2025, to receive call-in details.

All participants will be muted upon entry; when prompted, click 'raise hand' in Zoom or dial star + 9 (*9) to raise your hand. The host will unmute you to speak in the order in which your hands are raised. Press star + 6 (*6) when the host calls on you to unmute yourself.

**PORT OF BENTON
REGULAR COMMISSION MEETING
Agenda**

8:30 a.m., July 9, 2025

3250 Port of Benton Blvd., Richland, WA 99354

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. CONSENT AGENDA

1. Approval of Agenda
2. Approval of Minutes of June 18, 2025, Commission Meeting
3. Approval of Vouchers and Certifications, Including Payroll for the Month of June, Totaling \$764,354.52

D. PUBLIC COMMENT

E. ITEMS OF BUSINESS

1. Resolution 25-25, Authorizing the Consent to Assignment for a Ground Lease Over Five Years from Extended Legacy, LLC to D&G Investors, LLC, Maughan Properties, LLC and Kothar, LLC – Richland Innovation Center
2. Resolution 25-26, Approving a Lease Agreement VB-S1 Assets, LLC, Vertical Bridge Cell Tower – Richland Business Park

3. Resolution 25-27, Authorizing Updated Rates and Introduction of Reservation Fees at Crow Butte Park
4. Resolution 25-28, Authorizing a Contract with Maul Foster Alongi for \$325,862.00 for 40 Acres of Shoreline Waterfront Drive Planning and Engineering Services – Technology & Business Center
5. Acceptance of Work, Impervious Construction, LLC, 2939 Richardson Road Roof Replacement Project, \$67,709.70 – Technology & Business Center
6. Contract with Impervious Construction, LLC, 2579 Stevens Drive Roof Coating Project, \$72,921.24 – Richland Business Park
7. Charter Communications Easement – Vintners Village

F. INFORMATION REPORTS

1. Grants Update

G. COMMISSIONER REPORTS/COMMENTS

H. DIRECTOR REPORTS/COMMENTS

1. Finance Director
2. Port Attorney
3. Executive Director

I. FOR THE GOOD OF THE ORDER

J. EXECUTIVE SESSION

K. ADJOURNMENT

The next regular Port of Benton Commission meeting will be held on **Wednesday, August 6, 2025**, at the Port of Benton Commission Meeting Room, 3250 Port of Benton Blvd., Richland, Washington. Visit portofbenton.com for notices and information.

PORT OF BENTON
COMMISSION MEETING MINUTES
June 18, 2025

A. CALL TO ORDER: The regular monthly meeting was called to order at 8:30 a.m. at the Port of Benton Commission Meeting Room, 3250 Port of Benton Blvd., Richland, Washington.

PRESENT: Commissioner Scott D. Keller, Commissioner Lori Stevens (attended virtually), Commissioner Roy D. Keck

PORT STAFF PRESENT: Diahann Howard, Quentin Wright, Summers Miya, Ron Branine, Brandin Lopez, Audrey Burney, Jeff Lubeck, Cassie Hammond

ALSO PRESENT: John O’Leary, Gravis Law; Clif Dyer, Sundance Aviation; Jon Ray, Rest on High; Christy Rasmussen; Michelle Hrycauk Nassif, Washington State University Cougar Tracks

The following attendees attended via remote communications: Sheri Collins; Angela Saraceno-Lyman; Jorge Celestino; Wendy Culverwell, Tri-City Herald; Ashley Garza; Julia Mora; Tristan Nowak; Jeff (no last name given); Joe Pisca

The Commission meeting was noticed as required by RCW 42.30.070.

B. PLEDGE OF ALLEGIANCE: Summers Miya led those present to recite the Pledge of Allegiance.

C. CONSENT AGENDA

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission approving the agenda for the June 18, 2025, Commission meeting, approval of minutes from the May 22, 2025, Commission meeting, and approval of vouchers and certifications, including payroll, for the month of May totaling \$1,594,940.63 and Resolution 25-21, to cancel warrant no. 084740, which was not issued due to printer issues and warrant no. 084158, which has been deemed lost.

D. PUBLIC COMMENT

Jon Ray, Richland Airport tenant, thanked the Commissioners and staff for their support and assistance with the first annual Richland Airport Career Day and Job Fair.

Ray provided an overview of the event.

Clif Dyer, a tenant at Richland Airport, complimented the aviation event at the airport. Dyer mentioned the recent negative press associated with the airport and urged the Port to investigate the matter thoroughly.

E. PUBLIC HEARING

Commission President Scott Keller opened the public hearing at 8:35 a.m.

1. Six-Year Transportation Improvement Program for Years 2026-2031

Engineering & Capital Development Manager, Brandin Lopez explained that per Washington State law, entities must annually update their six-year transportation programs for state/federal funding eligibility. Lopez noted that current projects remain listed until fully closed. The plan being presented covered years 2026-2031.

No public comments were received on this item.

Commission President Scott Keller closed the public hearing at 8:36 a.m.

F. ITEMS OF BUSINESS

1. Resolution 25-22, Approving the Port of Benton's Six-Year Transportation Improvement Program for the Years 2026-2031 Inclusive

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving Resolution 25-22, approving the Port of Benton's Six-Year Transportation Improvement Program for the Years 2026-2031 inclusive.

2. Welcome and Update from Michelle Hrycauk Nassif, Director, WSU Tri-Cities Cougar Tracks

Michelle Hrycauk Nassif provided an overview of the WSU Tri-Cities Cougar Tracks program and the partnership with the Port for workforce education and development.

Nassif overviewed the recent wine service excellence workshop, which the Port sponsored, noting that there were 47 participants from regional wineries. Statewide interest was received. Notable wineries sent their entire teams.

Nassif noted that the next step was a sensory workshop in the fall, possibly at the Clore Center in Prosser.

The Commission affirmed its support for hosting the sensory workshop at the Clore Center and encouraged offline conversations to further partnerships.

3. Resolution 25-23, Authorize Executive Director to Award the Richland Airport Apron Reconfiguration Design Services to Century West Engineering, \$181,761.00 – Richland Airport

Airport Manager Quentin Wright noted that this resolution allows the executive director to award the Richland Airport Apron Reconfiguration Design Services to Century West Engineering for \$181,761.00. Wright stated that the FAA grant covers 95% of the cost, the Port matches the remaining 5%.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving Resolution 25-23, authorizing the executive director to award the Richland Airport Apron Reconfiguration Design Services to Century West Engineering for \$181,761.00, for Richland Airport.

4. Authorize Executive Director to Award the 2579 Stevens Drive Roof Replacement Project to C&C Construction Services, \$50,518.33 – Richland Business Park

Director of Facilities & Operations Ron Branine stated that two bids were received for the 2579 Stevens Drive Roof Replacement Project, with C&C Construction Services coming in with the lowest bid of \$50,518.33. Branine noted that this project was budgeted at \$60,000.

A motion was made by Commissioner Roy Keck, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, authorizing the executive director to award the 2579 Stevens Drive Roof Replacement Project to C&C Construction Services, \$50,518.33.

5. Resolution 25-24, Authorizing a Contract for Engineering and Architectural Services for the Pre-Design Assessment of the 2579 Stevens Drive Railroad Building, \$350,859.26 – Richland Business Park

Engineering & Capital Development Manager Brandin Lopez stated that this resolution authorizes a contract with a local company, CKJT, for \$350,859.26 for a pre-design assessment of the 2579 Stevens Drive railroad building.

Lopez reviewed the funding sources and plans for the building, which include a minimally disruptive modernization plan.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Roy Keck, and unanimously passed by the Commission, approving Resolution 25-24, authorizing a contract for engineering and architectural services for the pre-design assessment of the 2579 Stevens Drive railroad building.

G. INFORMATION REPORTS

1. Grants Update

Executive Director Diahann Howard reviewed the grants report.

Item 5 – Congressional Directed Spending Requests. A new request has been submitted to all congressional offices for 2026. Cantwell CDS has advanced, and the port request is back in the queue.

Item 7 – CERB/EDA – Submitted to CERB on May 15, loan secured: Benton County Rural County Capital Funds, .09 grant request submitted and presentation scheduled for July 24.

Item 8 – NSF Engine – NSF is proceeding with reviews; a notice of the virtual site visit is anticipated the week of July 7. Competing across the nation with 71 other applicants.

Item 10 – Infrastructure Investment and Jobs Act at Richland Airport. Grant awarded and design work is underway.

2. Waterfront Update

Engineering & Capital Development Manager Brandin Lopez stated that the RFQ process has been completed for the waterfront planning and Maul Foster Alongi was selected. The scope includes existing conditions, market/cultural/geotechnical assessments, utility and power analysis, boat dock feasibility with the Corps of Engineers, public and stakeholder engagement, cost analysis and graphic renderings.

Lopez stated that there is an emphasis on cultural and tribal consultation, and the costs for the pre-development work are expected to be around \$300,000.

Lopez stated that there are multiple parties interested in land lease opportunities and community involvement will be prioritized.

Lopez announced that the final proposal will be presented at a future Commission meeting.

3. Crow Butte Park Update

Director of Facilities & Operations Ron Branine reviewed Crow Butte Park's financials, operations, and proposed fee changes.

Since 2012, the park has averaged \$213,000 in annual loss, noting a positive trend since 2020 amid operational reforms.

Branine stated that there is currently \$750,000 in deferred maintenance, including a sewer lagoon liner and pavement repair.

Branine explained that current site fees are lower than comparable Washington State Parks and overviewed that Crow Butte does not charge for boat launch, moorage, reservation changes, docking electricity or reservation fees, as state parks do. Additionally, the current system only captures an estimated 50-60% of day use traffic.

Branine reviewed proposed changes including:

- Raise full hookup and tent site to \$45-\$50 to align with the state market
- Implement \$8-\$10 online/phone reservation fee and an \$8 change/cancellation fee
- Reinstitute entrance gate/kiosk system to ensure full revenue capture
- Deploy ice and water vending machines (ROI in 18 months, \$15,000 per machine)
- Begin charging for boat launches and dock power

The Commission was supportive and direction was given to proceed with fee increases and infrastructure improvements as soon as practical, with a formal proposal at the next meeting, if needed.

Discussion ensued on the park's regional impact and the Port's presence is important for the Port's agricultural engagement in southern Benton County.

H. COMMISSIONER REPORTS/COMMENTS

Commissioner Lori Stevens announced that the annual Scottish Fest festival is coming up this weekend. Prosser Wine Network is also hosting a World Music Festival at Vintners Village and the Clore Center.

Commissioner Lori Stevens proposed pausing the final stages of the strategic planning update until after the November election.

Discussion ensued on whether to suspend the strategic plan update in light of the election.

Executive director Diahann Howard stated that the process is 80% complete.

A discussion on adding a public workshop and involving stakeholders was suggested for an additional \$4,000 - \$5,000, which was supported by the Commission.

A motion was made by Commissioner Lori Stevens, seconded by Commissioner Scott Keller, and opposed by Commissioner Roy Keck to suspend the strategic plan update until January or February 2026. Motion carried.

Commissioner Scott D. Keller complimented the recent USS Triton commemorative event,

noting that retired Commissioner Bob Larson deserves recognition for his role and impact in the history of bringing the Triton to the Port of Benton.

1. Workshop Discussion

Commissioner Keller announced that he would like to call a workshop on the Richland Airport utility connection issue.

Commissioner Keller announced that he would like to move to instruct the executive director to set a public workshop meeting to address approximately 30 years of history relating to:

- Utility infrastructure upgrades to Richland Airport
- Who paid for the infrastructure upgrades? Tenant and/or POB
- What agreements were made between POB and tenants regarding water usage and billing?
- What actions were taken to correct any perceived water meter issues during the meter relocation in or around 2013?
- Schedule the workshop meeting for the week of July 7-11
- Invitees:
 - Herb Brayton
 - Bing Matawato
 - Jim Leedy
 - John Haakenson
 - Ryan Hone
 - Roger Wright

Commissioner Keller read an email that he had from 2017. (Addendum A)

Commissioner Roy D. Keck suggested expanding the workshop to discuss compliance issues, as well as utility billing. Commissioner Keck questioned Commissioner Keller on his utility bills for his hangar.

A motion was made by Commissioner Scott D. Keller, seconded by Commissioner Lori Stevens, and unanimously passed by the Commission, approving an airport workshop to discuss utility connections at Richland Airport.

I. DIRECTOR REPORTS/COMMENTS

1. FINANCE DIRECTOR

Director of Finance Jeff Lubeck provided a financial status report, including an HR policy update, financial review and 2023 SAO audit update.

Lubeck stated that he is working on updates to the HR handbook to ensure it is in alignment with current regulations. Draft comments have been received from the HR consultant and will bring to Commission when ready.

Lubeck provided a financial status report of current cash activity, including cash receipts and disbursements.

A review of accounts receivable was provided.

Lubeck overviewed 2023 draft State Auditors Office recommendations:

- Finalizing revisions to draft financial statements

- Clean audit – no adjustments
- Received draft “management recommendations” last week
- Recommendations included:
 - Strengthen its internal controls over capital asset reporting to evaluate and reassess the accuracy of the useful lives of its assets periodically, as required by GASB
 - Evaluate its method for implementing SBITAs and reporting amounts on its financial statements
 - Dedicate sufficient resources to preparing and reviewing accurate financial statements.
 - The Port should strengthen its review process to ensure lease calculations, expense classifications and the prepared financial statements are accurate and complete
- Fixed Assets
 - Port had 221 fully depreciated assets totaling \$2.8 million that are no longer in use
 - These have now been removed from the asset listing
 - \$0 impact to financial statements since these are fully depreciated
 - Asset list has not been reviewed/scrubbed for many years

Lubeck reviewed additional details on fixed assets, SBITA implementation, and sufficient resources related to GASB requirements and administration, including lease entry, billing, and modifications.

Lubeck stated that new internal processes and documentation has been developed, including the implementation of a year-end closing calendar, year-end assignments, year-end closing checklists.

2. PORT ATTORNEY

Contract Port attorney John O’Leary stated that he had an item related to legal course of action and real estate to discuss during executive session.

3. EXECUTIVE DIRECTOR

Executive Director Diahann Howard reviewed recent and future speaking opportunities, including I-90 Manufacturing Conference, WSU Wine Science Center anniversary, CARB Board, Elevate Networking group.

Howard stated that the Tri-Cities Research District recently held its quarterly meeting. Howard noted that she met with the City of Prosser and Prosser representatives to review the Spring Barrel wrap-up, noting that the conversation has spurred the necessity to create an owners’ association or covenants.

Howard stated that she is now representing the Washington Public Ports Association as chair of the Legislative Committee.

Howard requested the August Commission meeting change from August 13 to August 6 to allow for her to attend a workshop with the state Governor’s office.

Howard updated on the rail car charge documents currently with Class I attorneys, noting that the Port remains committed to bringing this forward to the Commission at an upcoming meeting.

Howard overviewed several real estate leads and activities, including lease and land prospects and the closing of the Sigma land.

Howard noted that she had two items related to real estate to discuss in executive session.

J. FOR THE GOOD OF THE ORDER

There were no comments regarding the Good of the Order schedule of events.

K. EXECUTIVE SESSION: The regular meeting was recessed at 10:02 a.m. with an announcement that an Executive Session would commence at 10:02 a.m. for 10 minutes to discuss two real estate items. It was noted that the regular meeting would be reconvened at 10:12 a.m.

The regular meeting was reconvened at 10:11 a.m.

L. ADJOURNMENT: No action required. The meeting was adjourned at 10:12 a.m. with an announcement that the next regular Port of Benton Commission meeting would be held at 8:30 a.m. on Wednesday, July 9, 2025, at the Port of Benton Commission meeting room, 3250 Port of Benton Boulevard, Richland, Washington.

Roy D. Keck, Commission Secretary

I Commissioner **Keller** Move to instruct the Executive Director to set a public workshop meeting to address approximate 30 years of history relating to:

- Utility infrastructure upgrades to Richland Airport
- Who paid for the infrastructure upgrades Tennant and/or POB
- What agreements were made between POB and tenants, regarding water usage and billing.
- What actions were taken to correct any perceived water meter issues during the meter relocation in or around 2013
- Schedule the workshop meeting for the week of July 7-11
- Invitees:
 - o Herb Brayton
 - o Bing Matawato
 - o Jim Leedy
 - o John Hawkenson
 - o Ryan Hone
 - o Roger Wright

Port of Benton, Benton County, Washington
Voucher Certification and Approval
for the Month of June 2025

General Expenses

| | | | | | |
|------------------------------|-------|---|-------|----|------------|
| Accounts Payable Warrants #: | 84786 | - | 84892 | \$ | 546,875.44 |
| Electronic Payments: | | | | \$ | - |
| Total General Expenses | | | | \$ | 546,875.44 |

Payroll

| | | | | | |
|------------------------------------|--|--|--|----|------------|
| Direct Deposit: | | | | \$ | |
| ACH | | | | \$ | 131,772.70 |
| Electronic Payments: | | | | \$ | |
| IRS Payroll Tax Deposit | | | | \$ | 45,510.26 |
| Other Payroll Related Payments | | | | \$ | 40,196.12 |
| Total Payroll | | | | \$ | 217,479.08 |
| Total General Expenses and Payroll | | | | \$ | 764,354.52 |

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Port of Benton and that I am authorized to authenticate and certify to said claim.

Attest: _____

Director of Finance/Port Auditor

We, the undersigned Commissioners of the Port of Benton, Benton County, Washington, do hereby certify the following vouchers/warrants have been certified and approved for payment, this the _____ day of _____, 2025.

President

Vice President

Secretary

| Bank | Date | Payee | Document no. | Amount | Cleared | ACH |
|------|-----------|---|--------------|-----------|------------|-----|
| | 6/6/2025 | VEN00038--BANNER BANK - Credit Card | 84786 | 9,227.30 | In transit | |
| | 6/6/2025 | VEN00075--CASCADE NATURAL GAS CORP | 84787 | 3,433.27 | In transit | |
| | 6/6/2025 | VEN00234--CITY OF RICHLAND LANDFILL | 84788 | 407.79 | In transit | |
| | 6/6/2025 | VEN00107--COOK'S ACE HARDWARE | 84789 | 240.04 | In transit | |
| | 6/6/2025 | VEN00113--CROWN PAPER & JANITORIAL INC. | 84790 | 201.37 | In transit | |
| | 6/6/2025 | VEN00547--HB PAINTERS, INC. | 84791 | 13,015.74 | In transit | |
| | 6/6/2025 | VEN00767--HEATHENERGY LLC | 84792 | 352.16 | In transit | |
| | 6/6/2025 | VEN00492--INLAND ASPHALT COMPANY | 84793 | 10,200.00 | In transit | |
| | 6/6/2025 | VEN00231--KENNEWICK INDUSTRIAL & ELECTRI | 84794 | 129.31 | In transit | |
| | 6/6/2025 | VEN00291--KENNEWICK RANCH AND HOME | 84795 | 43.50 | In transit | |
| | 6/6/2025 | VEN00490--MARY POTTER | 84796 | 1,317.49 | In transit | |
| | 6/6/2025 | VEN00299--PHASE 2 ELECTRIC, INC. | 84797 | 336.97 | In transit | |
| | 6/6/2025 | VEN00718--PND ENGINEERS INC | 84798 | 575.00 | In transit | |
| | 6/6/2025 | VEN00305--POCKETINET COMMUNICATIONS, INC | 84799 | 240.00 | In transit | |
| | 6/6/2025 | VEN00341--SUPERIOR GLASS | 84800 | 1,608.76 | In transit | |
| | 6/6/2025 | VEN00385--THE HOME DEPOT CRC/GECF | 84801 | 1,815.23 | In transit | |
| | 6/6/2025 | VEN00532--VIC'S AUTO PARTS & SUPPLY | 84802 | 17.04 | In transit | |
| | 6/6/2025 | VEN00426--WASHINGTON STATE DEPT OF TRAN | 84803 | 50,229.84 | In transit | |
| | 6/6/2025 | VEN00449--ZIPLY FIBER | 84804 | 561.45 | In transit | |
| | 6/6/2025 | VEN00449--ZIPLY FIBER | 84805 | 101.93 | In transit | |
| | 6/6/2025 | 10041--Burney, Audrey | 84806 | 349.83 | In transit | |
| | 6/6/2025 | 10007--Keck, Roy | 84807 | 1,255.00 | In transit | |
| | 6/6/2025 | 10016--Collins, Sheri | 84808 | 211.40 | In transit | |
| | 6/6/2025 | 10020--Miya, Summers | 84809 | 1,098.37 | In transit | |
| | 6/24/2025 | VEN00637--360 AUTOMOTIVE & REPAIR | 84810 | 148.94 | In transit | |
| | 6/24/2025 | VEN00006--ABADAN, INC | 84811 | 271.39 | In transit | |
| | 6/24/2025 | VEN00768--AKS ENGINEERING & FORESTRY LLC | 84812 | 5,597.50 | In transit | |
| | 6/24/2025 | VEN00025--AMERICAN ROCK PRODUCTS, INC | 84813 | 2,542.09 | In transit | |
| | 6/24/2025 | VEN00035--ASSOCIATION OF WASHINGTON BUS | 84814 | 750.00 | In transit | |
| | 6/24/2025 | VEN00040--BATTERIES PLUS BULBS | 84815 | 634.47 | In transit | |
| | 6/24/2025 | VEN00044--BENTON PUD | 84816 | 3,527.30 | In transit | |
| | 6/24/2025 | VEN00053--BENTON RURAL ELEC ASSOCIATION | 84817 | 956.66 | In transit | |
| | 6/24/2025 | VEN00059--BENTON-FRANKLIN HEALTH DEPT | 84818 | 30.00 | In transit | |
| | 6/24/2025 | VEN00007--BLUEROOM | 84819 | 512.12 | In transit | |
| | 6/24/2025 | VEN00083--CENTURYLINK | 84820 | 131.43 | In transit | |
| | 6/24/2025 | VEN00321--CI INFORMATION MANAGEMENT | 84821 | 49.26 | In transit | |
| | 6/24/2025 | VEN00290--CI-PW, LLC (Paradise Bottled Water) | 84822 | 91.21 | In transit | |
| | 6/24/2025 | VEN00052--CITY OF BENTON CITY | 84823 | 187.55 | In transit | |
| | 6/24/2025 | VEN00071--CITY OF PROSSER | 84824 | 7,218.28 | In transit | |
| | 6/24/2025 | VEN00089--CITY OF RICHLAND | 84825 | 27,413.74 | In transit | |
| | 6/24/2025 | VEN00700--CLIFTON LARSON ALLEN LLP | 84826 | 7,473.25 | In transit | |
| | 6/24/2025 | VEN00077--COLUMBIA BASIN IT | 84827 | 3,232.72 | In transit | |
| | 6/24/2025 | VEN00102--COLUMBIA BASIN PAPER & SUPPLY | 84828 | 178.60 | In transit | |
| | 6/24/2025 | VEN00105--CONNELL OIL, INC | 84829 | 5,357.03 | In transit | |
| | 6/24/2025 | VEN00706--CONSTRUCTION AHEAD INC | 84830 | 2,434.64 | In transit | |
| | 6/24/2025 | VEN00107--COOK'S ACE HARDWARE | 84831 | 8.69 | In transit | |
| | 6/24/2025 | VEN00639--CWW LLC (COLUMBIA RAIL) | 84832 | 48,500.00 | In transit | |
| | 6/24/2025 | VEN00136--DIGITAL IMAGE TRI-CITIES, INC. | 84833 | 38,246.70 | In transit | |
| | 6/24/2025 | VEN00143--DSD BUSINESS SYSTEMS | 84834 | 105.98 | In transit | |
| | 6/24/2025 | VEN00772--EE TRAFFIC MANAGEMENT LLC | 84835 | 1,569.00 | In transit | |
| | 6/24/2025 | VEN00149--EFC EQUIPMENT FEED PET SUPPLY | 84836 | 521.75 | In transit | |
| | 6/24/2025 | VEN00157--ENDURIS WASHINGTON | 84837 | 403.00 | In transit | |
| | 6/24/2025 | VEN00616--FIBER MARKETING INTERNATIONAL, | 84838 | 656.13 | In transit | |

| | | | | |
|-----------|--|-------|------------|------------|
| 6/24/2025 | VEN00599--FILEVINE, INC | 84839 | 3,865.20 | In transit |
| 6/24/2025 | VEN00009--GEO WAY ACE HARDWARE | 84840 | 44.34 | In transit |
| 6/24/2025 | VEN00533--GEOPHYSICAL SURVEY, LLC | 84841 | 8,500.00 | In transit |
| 6/24/2025 | VEN00540--GLACIER SUPPLY GROUP, LLC | 84842 | 4,907.71 | In transit |
| 6/24/2025 | VEN00546--GRANDVIEW LUMBER, INC. | 84843 | 30.76 | In transit |
| 6/24/2025 | VEN00601--GRAVIS LAW PLLC | 84844 | 15,672.50 | In transit |
| 6/24/2025 | VEN00187--GREAT PROSSER BALLOON RALLY | 84845 | 2,500.00 | In transit |
| 6/24/2025 | VEN00725--GTS INTERIOR SUPPLY | 84846 | 406.41 | In transit |
| 6/24/2025 | VEN00547--HB PAINTERS, INC. | 84847 | 3,546.90 | In transit |
| 6/24/2025 | VEN00200--HDR ENGINEERING, INC | 84848 | 521.28 | In transit |
| 6/24/2025 | VEN00588--IC CONSULTING CORPORATION | 84849 | 12,870.00 | In transit |
| 6/24/2025 | VEN00492--INLAND ASPHALT COMPANY | 84850 | 3,804.50 | In transit |
| 6/24/2025 | VEN00229--KELLEY'S TELE-COMMUNICATION, IN | 84851 | 149.00 | In transit |
| 6/24/2025 | VEN00291--KENNEWICK RANCH AND HOME | 84852 | 948.19 | In transit |
| 6/24/2025 | VEN00672--KPFF, INC. | 84853 | 6,273.00 | In transit |
| 6/24/2025 | VEN00644--LEAF | 84854 | 248.93 | In transit |
| 6/24/2025 | VEN00237--LES SCHWAB TIRE CENTER QUEENSI | 84855 | 1,352.55 | In transit |
| 6/24/2025 | VEN00236--LES SCHWAB TIRE CENTER STEVENS | 84856 | 83.58 | In transit |
| 6/24/2025 | VEN00380--MCCLATCHY COMPANY | 84857 | 856.58 | In transit |
| 6/24/2025 | VEN00769--MUSTANG SIGNS LLC | 84858 | 1,333.75 | In transit |
| 6/24/2025 | VEN00297--PERSONAL TOUCH CLEANING, INC. | 84859 | 23,349.73 | In transit |
| 6/24/2025 | VEN00301--PITNEY BOWES, INC | 84860 | 195.66 | In transit |
| 6/24/2025 | VEN00306--PROMINENCE PUBLIC RELATIONS | 84861 | 2,870.00 | In transit |
| 6/24/2025 | VEN00310--PROSSER CHAMBER OF COMMERCE | 84862 | 1,500.00 | In transit |
| 6/24/2025 | VEN00315--PURCHASE POWER | 84863 | 147.84 | In transit |
| 6/24/2025 | VEN00326--RGW ENTERPRISES P.C. INC | 84864 | 15,750.00 | In transit |
| 6/24/2025 | VEN00330--ROSS JAMES PHOTOGRAPHY | 84865 | 775.00 | In transit |
| 6/24/2025 | VEN00334--SANITARY DISPOSAL, INC. | 84866 | 1,849.26 | In transit |
| 6/24/2025 | VEN00636--SENSKE LAWN & TREE CARE LLC | 84867 | 3,913.20 | In transit |
| 6/24/2025 | VEN00352--SMARSH, INC. | 84868 | 28.09 | In transit |
| 6/24/2025 | VEN00773--SOSEBRIE CHARCUTERIE | 84869 | 706.00 | In transit |
| 6/24/2025 | VEN00766--SPRINGFIELD EARTHWORKS LLC | 84870 | 1,543.54 | In transit |
| 6/24/2025 | VEN00771--STACY AND WITBECK INC | 84871 | 132,454.16 | In transit |
| 6/24/2025 | VEN00365--STRATTON SURVEYING & MAPPING | 84872 | 5,542.50 | In transit |
| 6/24/2025 | VEN00762--TK ELEVATOR CORPORATION | 84873 | 869.60 | In transit |
| 6/24/2025 | VEN00560--TRI-CITIES HISPANIC CHAMBER OF I | 84874 | 30.00 | In transit |
| 6/24/2025 | VEN00298--TRI-CITY COMPUTER CONSULTING L | 84875 | 1,902.25 | In transit |
| 6/24/2025 | VEN00376--TRI-CITY REGIONAL CHAMBER | 84876 | 500.00 | In transit |
| 6/24/2025 | VEN00398--TRI-CITY SIGN & BARRICADE | 84877 | 139.63 | In transit |
| 6/24/2025 | VEN00399--TRIDEC, INC. | 84878 | 2,500.00 | In transit |
| 6/24/2025 | VEN00402--UNDERGROUND CREATIVE, LLC | 84879 | 2,050.00 | In transit |
| 6/24/2025 | VEN00411--VALLEY PIPE CO. | 84880 | 211.86 | In transit |
| 6/24/2025 | VEN00727--VALLEY WIDE COOPERATIVE INC | 84881 | 655.61 | In transit |
| 6/24/2025 | VEN00414--VERIZON | 84882 | 1,792.36 | In transit |
| 6/24/2025 | VEN00746--VERIZON CONNECT FLEET USA LLC | 84883 | 610.69 | In transit |
| 6/24/2025 | VEN00395--VISIT TRI-CITIES WASHINGTON | 84884 | 5,000.00 | In transit |
| 6/24/2025 | VEN00695--WILLIAMSON FIRE EXTINGUISHERS | 84885 | 12,778.33 | In transit |
| 6/24/2025 | VEN00449--ZIPLY FIBER | 84886 | 121.91 | In transit |
| 6/24/2025 | VEN00449--ZIPLY FIBER | 84887 | 251.97 | In transit |
| 6/24/2025 | VEN00449--ZIPLY FIBER | 84888 | 419.63 | In transit |
| 6/24/2025 | VEN00449--ZIPLY FIBER | 84889 | 331.95 | In transit |
| 6/24/2025 | VEN00449--ZIPLY FIBER | 84890 | 137.27 | In transit |
| 6/24/2025 | 10032--Bell, Bryan | 84891 | 1,899.00 | In transit |
| 6/24/2025 | 10031--Lubeck, Jeffrey | 84892 | 415.00 | In transit |

| | | | | |
|---------------------------|---|------------|-------------------|------------------|
| 6/6/2025 | VEN00425--WASHINGTON STATE SUPPORT REGI | 060625DSHS | In transit | 100.00 |
| 6/20/2025 | VEN00425--WASHINGTON STATE SUPPORT REGI | 062025DSHS | In transit | 100.00 |
| 6/6/2025 | VEN00215--INTERNAL REVENUE SERVICE | 60625FT BW | In transit | 20,813.37 |
| 6/6/2025 | VEN00215--INTERNAL REVENUE SERVICE | 60625FT CO | In transit | 2,780.60 |
| 6/20/2025 | VEN00215--INTERNAL REVENUE SERVICE | 62025FT BW | In transit | 21,916.29 |
| 6/6/2025 | VEN00122--DEPT OF RETIREMENT SYSTEMS | DCP6062025 | In transit | 4,622.95 |
| 6/20/2025 | VEN00122--DEPT OF RETIREMENT SYSTEMS | DCP6202025 | In transit | 4,764.88 |
| 6/6/2025 | VEN00268--NATIONWIDE RETIREMENT SOLUTIO | NW6062025 | In transit | 1,789.49 |
| 6/20/2025 | VEN00268--NATIONWIDE RETIREMENT SOLUTIO | NW6202025 | In transit | 1,794.10 |
| 6/6/2025 | VEN00122--DEPT OF RETIREMENT SYSTEMS | PERS060625 | In transit | 13,412.25 |
| 6/20/2025 | VEN00122--DEPT OF RETIREMENT SYSTEMS | PERS062025 | In transit | 13,612.45 |
| Total for BCT MAIN | | | 546,875.44 | 85,706.38 |

RESOLUTION 25-25

A RESOLUTION OF THE PORT OF BENTON AUTHORIZING THE CONSENT TO ASSIGNMENT FOR A GROUND LEASE OVER FIVE YEARS FROM EXTENDED LEGACY, LLC TO D&G INVESTORS, LLC, MAUGHAN PROPERTIES, LLC AND KOTHAR, LLC

WHEREAS, the Port of Benton commission entered into a written Ground Lease Agreement dated January 20, 2006 with Smart Park Properties, L.L.C, for the real property described in Exhibit A. Which Ground Lease Agreement was amended and modified by the following:

1. Lease Modification No. 1 dated July 21, 2006, and recorded under Benton County Auditor's file no. 2006-024123 on July 26, 2006;
2. Assignment of Leasehold Interest by Lessee to Garlick Investments, LLC dated August 11, 2006;
3. Lease Modification No. 2 dated January 11, 2007;
4. Amendment to Ground Lease dated November 1, 2007;
5. Assignment and Assumption of Lessee's Interest in Port of Benton Ground Lease from Garlick Investments, LLC to Extended Legacy, LLC dated May 13, 2010, and recorded under Benton County Auditor's file no. 2010-015345 on June 2, 2010; and
6. Fourth Addendum/Amendment to Ground Lease Agreement dated August 21, 2014.

The original Ground Lease Agreement and all Modifications, consents and amendments constitute and are hereby referred to as "Ground Lease."

WHEREAS, Extended Legacy, LLC, a Washington Limited Liability Company ("Assignor") now wishes to assign its interest in the Ground Lease to D&G Investors, LLC, a Colorado Limited Liability Company, Maughan Properties, LLC, a Washington Limited Liability Company, and Kothar, LLC, a Utah Limited Liability Company. ("Assignees").

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners hereby approve Resolution 25-25 authorizing the Port's Executive Director to execute a Consent to Assignment agreement on behalf of the Port of Benton, which agreement shall constitute the Port's written authorization for Assignor to assign the Ground Lease to Assignee.

DATED AND SIGNED at Richland, Washington this 9th day of July 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

Exhibit A

Legal Description

A parcel of land situated in the North Half of the Northwest Quarter of Section 26, Township 10 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the Northwest corner of said Section 26, said point bears North 01°13'47" East, 2642.48 feet from the West Quarter Corner of said section;

Thence South 89°10'25" East, 939.66 feet to a point on the East line of an existing 60 feet wide access easement as recorded under Auditor's File No. 2006-024122 and the true point of beginning;

Thence North 88°47'33" East, 598.50 feet;

Thence South 01°03'07" East, 390.16 feet;

Thence South 89°26'09" West, 598.52 feet;

Thence North 01°03'07" West along said East line 383.61 feet to the said true point of beginning.

EXHIBIT B

THE PURPOSE OF THIS EXHIBIT IS
INTENDED TO ACCOMPANY A
DESCRIPTION FOR A LEASE BOUNDARY

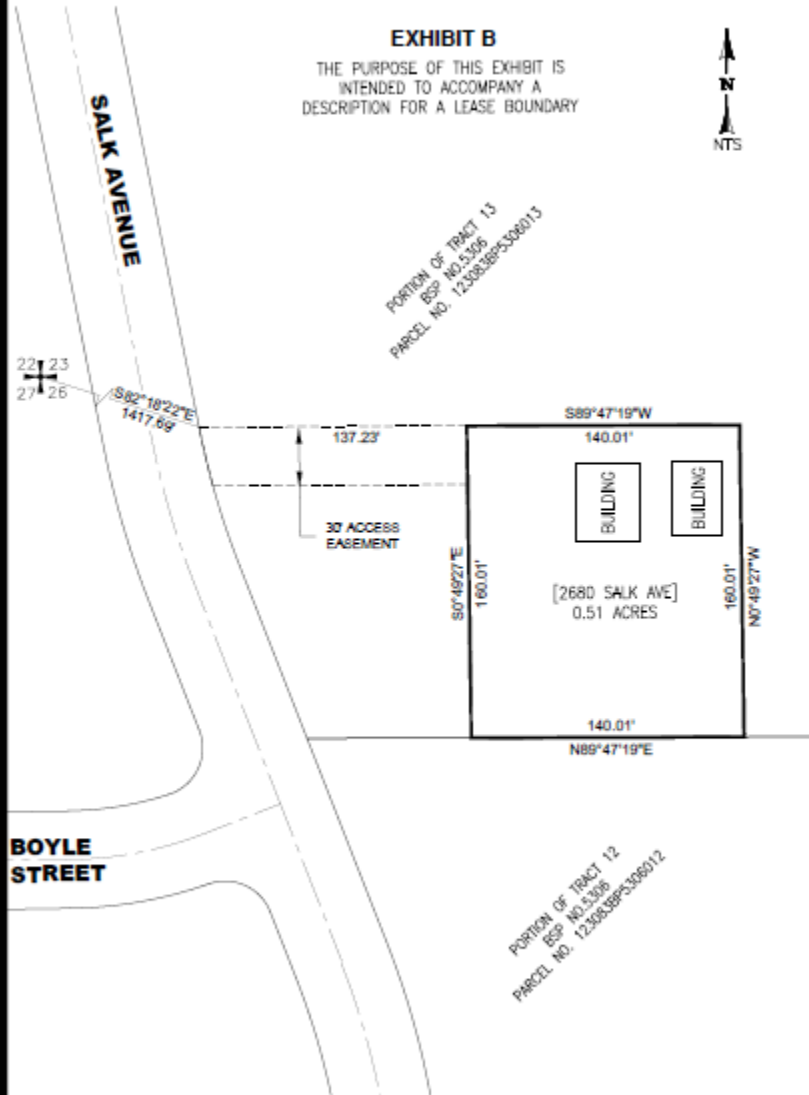


Exhibit C

Legal Description of Easement:

An easement 40.00 feet in width lying in a portion of the Northwest Quarter of Section 26, Township 10 North, Range 28 East, W.M., Benton County, Washington, more particularly described as follows:

Commencing at the Northwest corner of said Section 26, said point bears North 01°13'47" East, 2642.48 feet from the West Quarter Corner of said Section;

Thence South 89°10'25" East, 939.66 feet to a point on the East line of an existing 60.00 foot wide access easement as recorded under Auditor's File No. 2006-024122;

Thence North 88°47'33" East, 310.61 feet to the East line of an access and utility easement recorded under Auditor's File Number 1999-028764 and the true point of beginning;

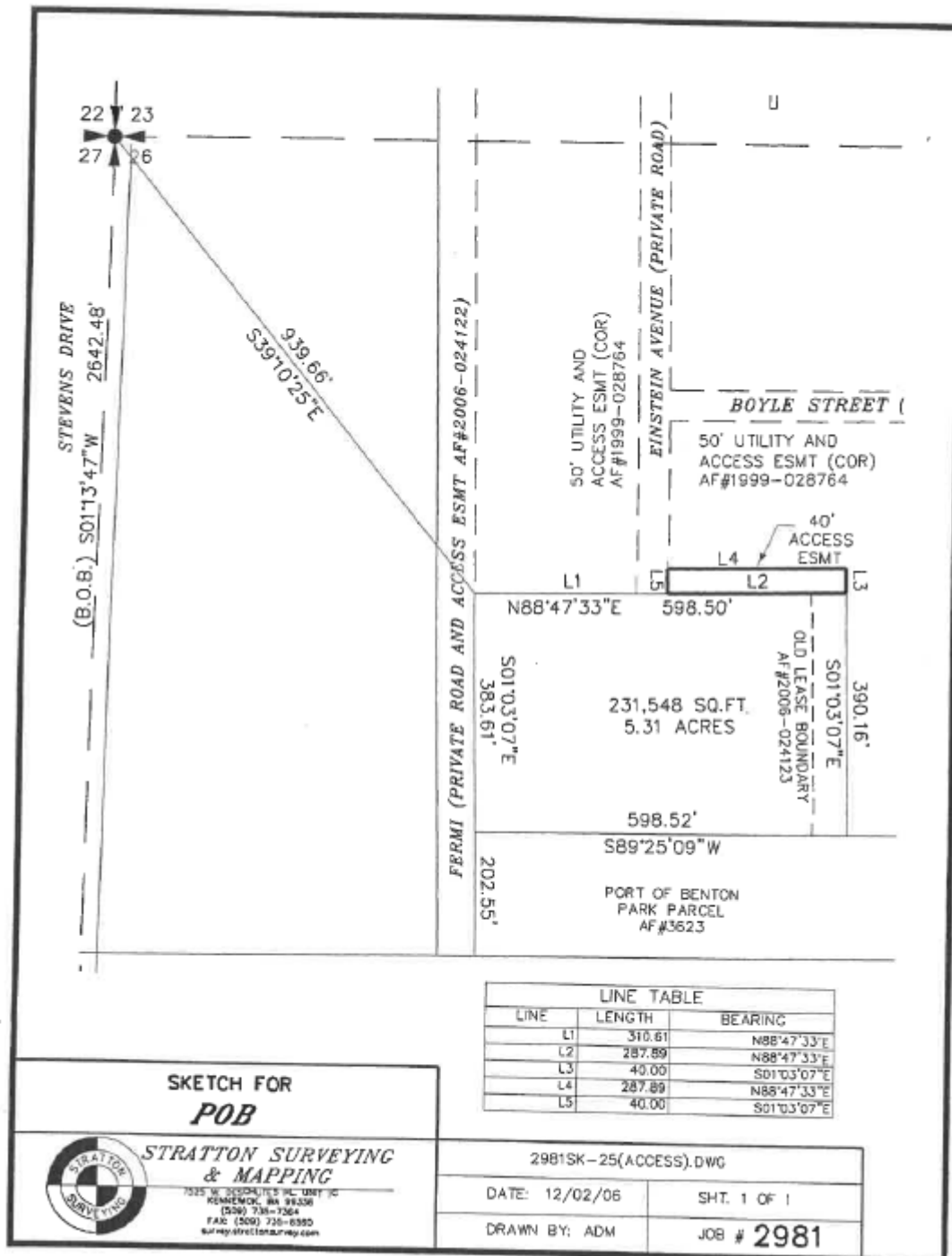
Thence continuing North 88°47'33" East, 287.89 feet;

Thence North 01°03'07" West, 40.00 feet;

Thence South 88°47'33" West, 287.89 feet to the said East line of said access and utility easement;

Thence South 01°03'07" East along the East line of said access and utility easement 40.00 feet to the said true point of beginning.

Exhibit D



CONSENT TO ASSIGNMENT OF GROUND LEASE

WHEREAS, the PORT OF BENTON ("Lessor") entered into a written Ground Lease Agreement dated January 20, 2006 with Smart Park Properties, L.L.C, for the real property described in Exhibit A. Which Ground Lease Agreement was amended and modified by the following:

1. Lease Modification No. 1 dated July 21, 2006, and recorded under Benton County Auditor's file no. 2006-024123 on July 26, 2006;
2. Assignment of Leasehold Interest by Lessee to Garlick Investments, LLC dated August 11, 2006;
3. Lease Modification No. 2 dated January 11, 2007;
4. Amendment to Ground Lease dated November 1, 2007;
5. Assignment and Assumption of Lessee's Interest in Port of Benton Ground Lease from Garlick Investments, LLC to Extended Legacy, LLC dated May 13, 2010, and recorded under Benton County Auditor's file no. 2010-015345 on June 2, 2010; and
6. Fourth Addendum/Amendment to Ground Lease Agreement dated August 21, 2014.

The original Ground Lease Agreement and all Modifications, consents and amendments constitute and are hereby referred to as "Ground Lease." All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Ground Lease.

WHEREAS, Extended Legacy, LLC, a Washington Limited Liability Company ("Assignor") now wishes to assign its interest in the Ground Lease to D&G Investors, LLC, a Colorado Limited Liability Company, Maughan Properties, LLC, a Washington Limited Liability Company, and Kothar, LLC, a Utah Limited Liability Company ("Assignees").

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Lessor hereby consents to the assignment of the Ground Lease to the Assignees.
2. This consent is limited to the assignment described herein. Lessor reserves all rights under the Ground Lease and at law or equity.
3. Assignees, jointly and severally, agree to assume the Ground Lease as the Lessee thereunder and to perform all of the responsibilities and obligations of the Lessee under the terms of the Ground Lease.

4. Lessor's consent to the assignment of the Ground Lease shall not release the Assignor from any of its obligations under the Ground Lease.
5. This Consent shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

DATED this _____ day of _____.

By Authority of the Board of Commissioners
Of the PORT OF BENTON

Lessor – Port of Benton

By: _____
Diahann Howard, PPM® PPX, Executive Director

ASSIGNOR – Extended Legacy, L.L.C.

By: _____
Todd Garlick, Manager

ASSIGNEE – D&G INVESTMENTS

By: _____
_____, Manager

ASSIGNEE – MAUGHN PROPERTIES, LLC

By: _____
_____, Manager

ASSIGNEE – KOTHAR PROPERTIES, LLC

By: _____
_____, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

DATED: July ___, 2025.

Printed Name
NOTARY PUBLIC 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 **Todd Garlick** is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager** of the **Extended Legacy, LLC**, a Limited Liability Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July ___, 2025.

Printed Name

NOTARY PUBLIC for the State of Washington,
Residing at _____
My appointment expires: _____

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 he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager** of the **D&G INVESTMENT, LLC**, a Limited Liability Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July ____, 2025.

Printed Name
NOTARY PUBLIC for the State of Washington,
Residing at _____
My appointment expires: _____

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 he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager** of the **MAUGHN PROPERTIES, LLC**, a Limited Liability Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July ____, 2025.

Printed Name

NOTARY PUBLIC for the State of Washington,
Residing at _____
My appointment expires: _____

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 he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager** of the **KOTHAR PROPERTIES, LLC**, a Limited Liability Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July ____, 2025.

Printed Name
NOTARY PUBLIC for the State of Washington,
Residing at _____
My appointment expires: _____

EXHIBIT A
To ASSIGNMENT OF LEASE

Legal Description

A parcel of land situated in the North Half of the Northwest Quarter of Section 26, Township 10 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the Northwest corner of said Section 26, said point bears North 01°13'47" East, 2642.48 feet from the West Quarter Corner of said section;
Thence South 89°10'25" East, 939.66 feet to a point on the East line of an existing 60 feet wide access easement as recorded under Auditor's File No. 2006-024122 and the true point of beginning;

Thence North 88°47'33" East, 598.50 feet;
Thence South 01°03'07" East, 390.16 feet;
Thence South 89°26'09" West, 598.52 feet;

Thence North 01°03'07" West along said East line 383.61 feet to the said true point of beginning.

EXHIBIT B
To ASSIGNMENT OF LEASE

Insert Document

EXHIBIT B

THE PURPOSE OF THIS EXHIBIT IS
INTENDED TO ACCOMPANY A
DESCRIPTION FOR A LEASE BOUNDARY

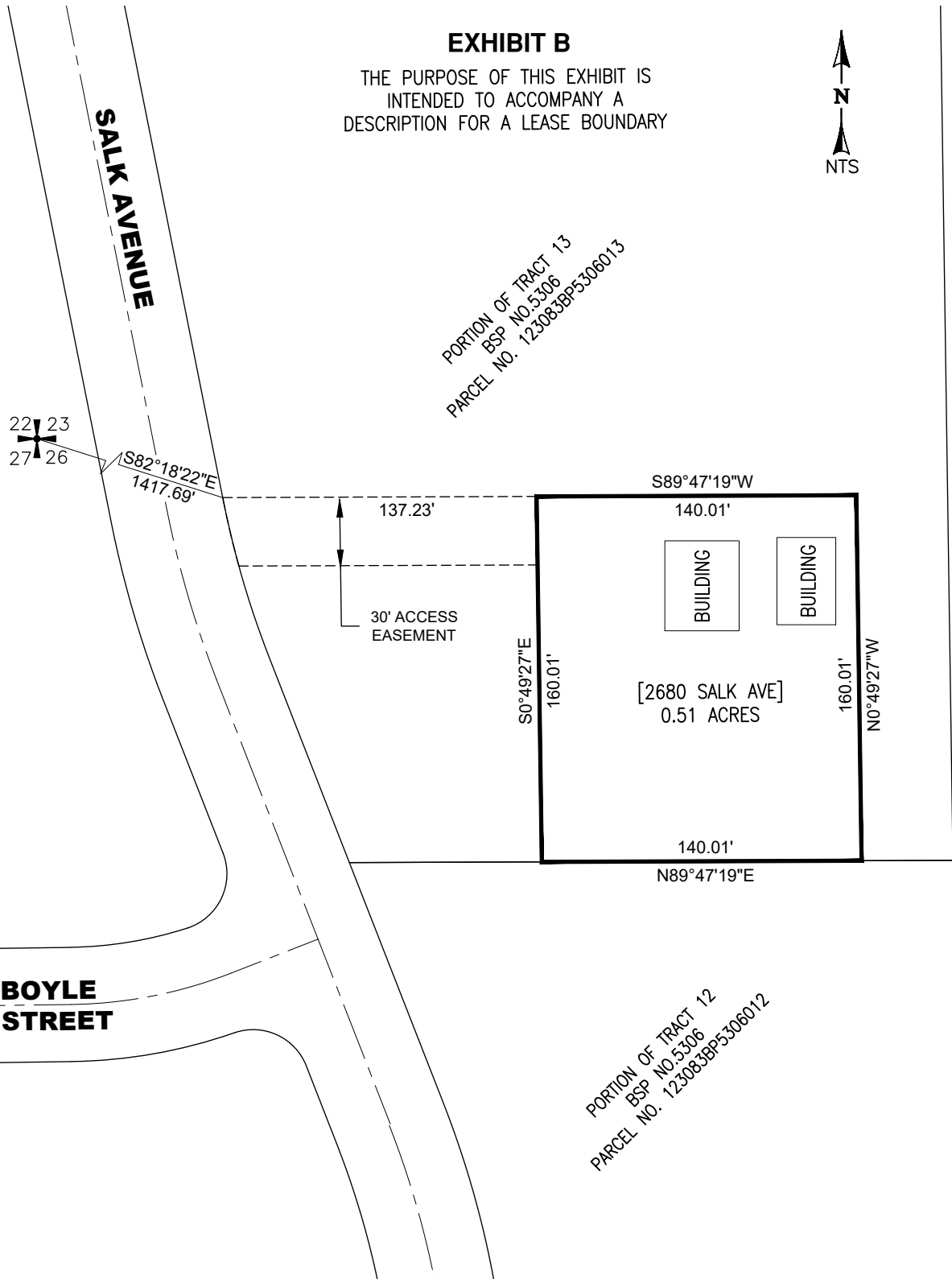


Exhibit C
To ASSIGNMENT OF LEASE

Legal Description of Easement:

An easement 40.00 feet in width lying in a portion of the Northwest Quarter of Section 26, Township 10 North, Range 28 East, W.M., Benton County, Washington, more particularly described as follows:

Commencing at the Northwest corner of said Section 26, said point bears North 01°13'47" East, 2642.48 feet from the West Quarter Corner of said Section;

Thence South 89°10'25" East, 939.66 feet to a point on the East line of an existing 60.00 foot wide access easement as recorded under Auditor's File No. 2006-024122;

Thence North 88°47'33" East, 310.61 feet to the East line of an access and utility easement recorded under Auditor's File Number 1999-028764 and the true point of beginning;

Thence continuing North 88°47'33" East, 287.89 feet;

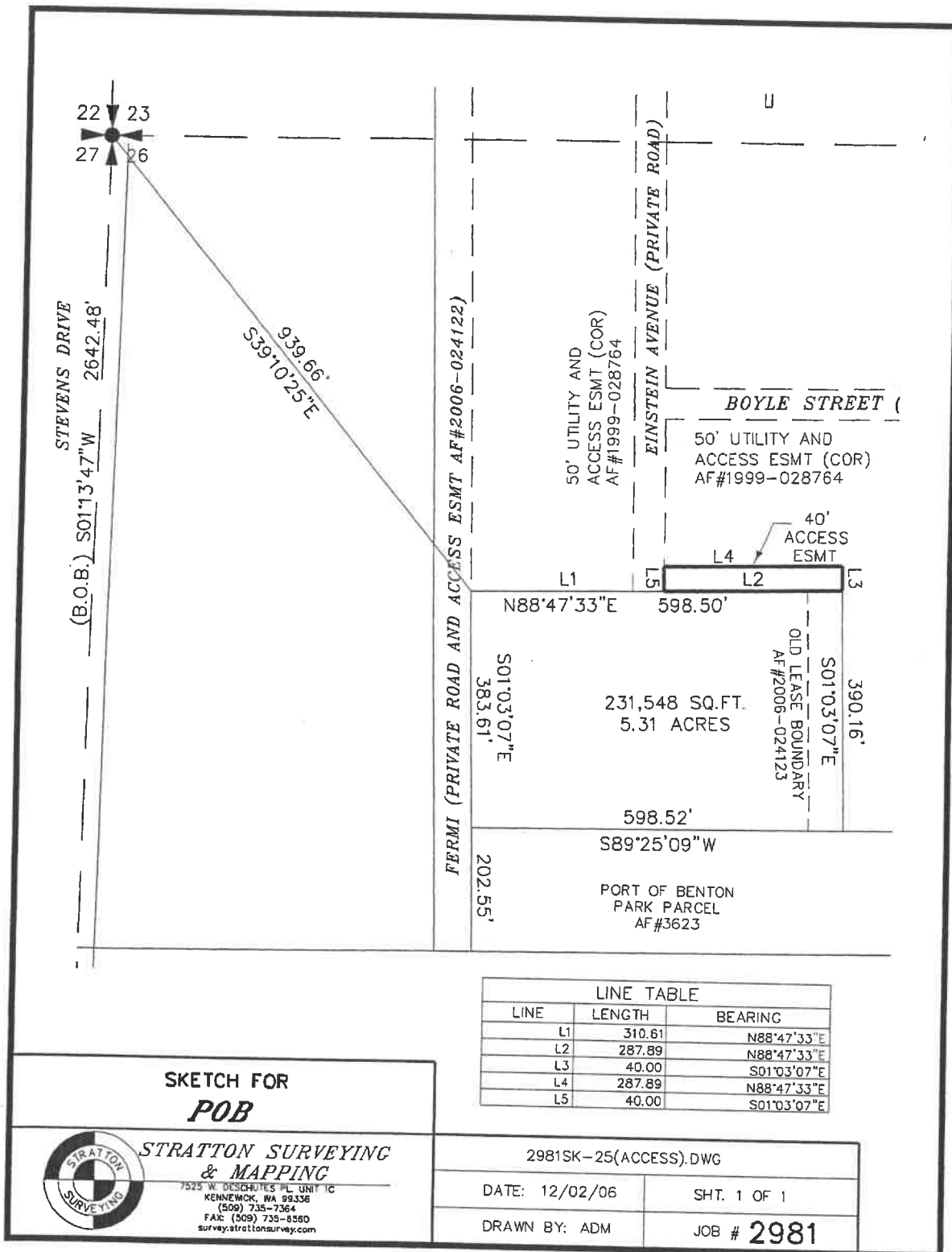
Thence North 01°03'07" West, 40.00 feet;

Thence South 88°47'33" West, 287.89 feet to the said East line of said access and utility easement;

Thence South 01°03'07" East along the East line of said access and utility easement 40.00 feet to the said true point of beginning.

Exhibit D
To ASSIGNMENT OF LEASE
Easement Exhibit

Insert Document



22 23
27 26

STEVENS DRIVE
(B.O.B.) S01°13'47"W 2642.48'

939.66'
S39°10'25"E

FERGI (PRIVATE ROAD AND ACCESS ESMT AF#2006-024122)

50' UTILITY AND
ACCESS ESMT (COR)
AF#1999-028764

EINSTEIN AVENUE (PRIVATE ROAD)

BOYLE STREET (

50' UTILITY AND
ACCESS ESMT (COR)
AF#1999-028764

40'
ACCESS
ESMT

N88°47'33"E 598.50'

231,548 SQ. FT.
5.31 ACRES

598.52'
S89°25'09"W

PORT OF BENTON
PARK PARCEL
AF#3623

OLD LEASE BOUNDARY
AF#2006-024123

S01°03'07"E
390.16'

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 310.61 | N88°47'33"E |
| L2 | 287.89 | N88°47'33"E |
| L3 | 40.00 | S01°03'07"E |
| L4 | 287.89 | N88°47'33"E |
| L5 | 40.00 | S01°03'07"E |

SKETCH FOR
POB



**STRATTON SURVEYING
& MAPPING**

7525 W. DISCHUTES PL. UNIT 1C
KENNEWICK, WA 98336
(509) 735-7364
FAX: (509) 735-8560
survey@strattonsurvey.com

2981SK-25(ACCESS).DWG

DATE: 12/02/06

SHT. 1 OF 1

DRAWN BY: ADM

JOB # **2981**

RESOLUTION 25-26

A RESOLUTION OF THE PORT OF BENTON APPROVING A LEASE AGREEMENT VB-S1 ASSETS, LLC (Vertical Bridge Cell Tower)

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

WHEREAS, VB-S1 ASSETS, LLC, a Delaware limited liability company (d/b/a Vertical Bridge) desires to enter into a new ground lease with the Port for a ten-year term, plus three optional renewal terms of five years each, for 4,000 square feet of land at 1101 Horn Rapids Road, Richland, Washington, situated in the Port of Benton's Horn Rapids Business Park. A draft lease agreement has been prepared and preliminarily agreed to by the parties, which is currently being reviewed by VB-S1 Assets, LLC's legal counsel regarding the survey of the land area.

WHEREAS, Port staff and the Port attorney have reviewed the proposed draft lease agreement and find it is in proper form and in the Port's best interest; and

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

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Commissioners of the Port of Benton approve the ten-year lease, with three renewal options for five-year each, with VB-S1 Assets, LLC as presented and authorize the Port's Executive Director to execute all documents and agreements on behalf of the Port to complete the transaction as specified above.

ADOPTED by the Port of Benton Commission on this 9th day of July, 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

EXHIBIT A
Resolution 25-26
1101 HORN RAPIDS DR

VERTICAL BRIDGE HAD A SURVEY DONE, THEIR LEGAL IS REVIEWING, THEY WILL BE SHARING THIS INFORMATION WITH US TO ADD TO THE LEASE.

CURRENT LEASE DESCRIPTION:

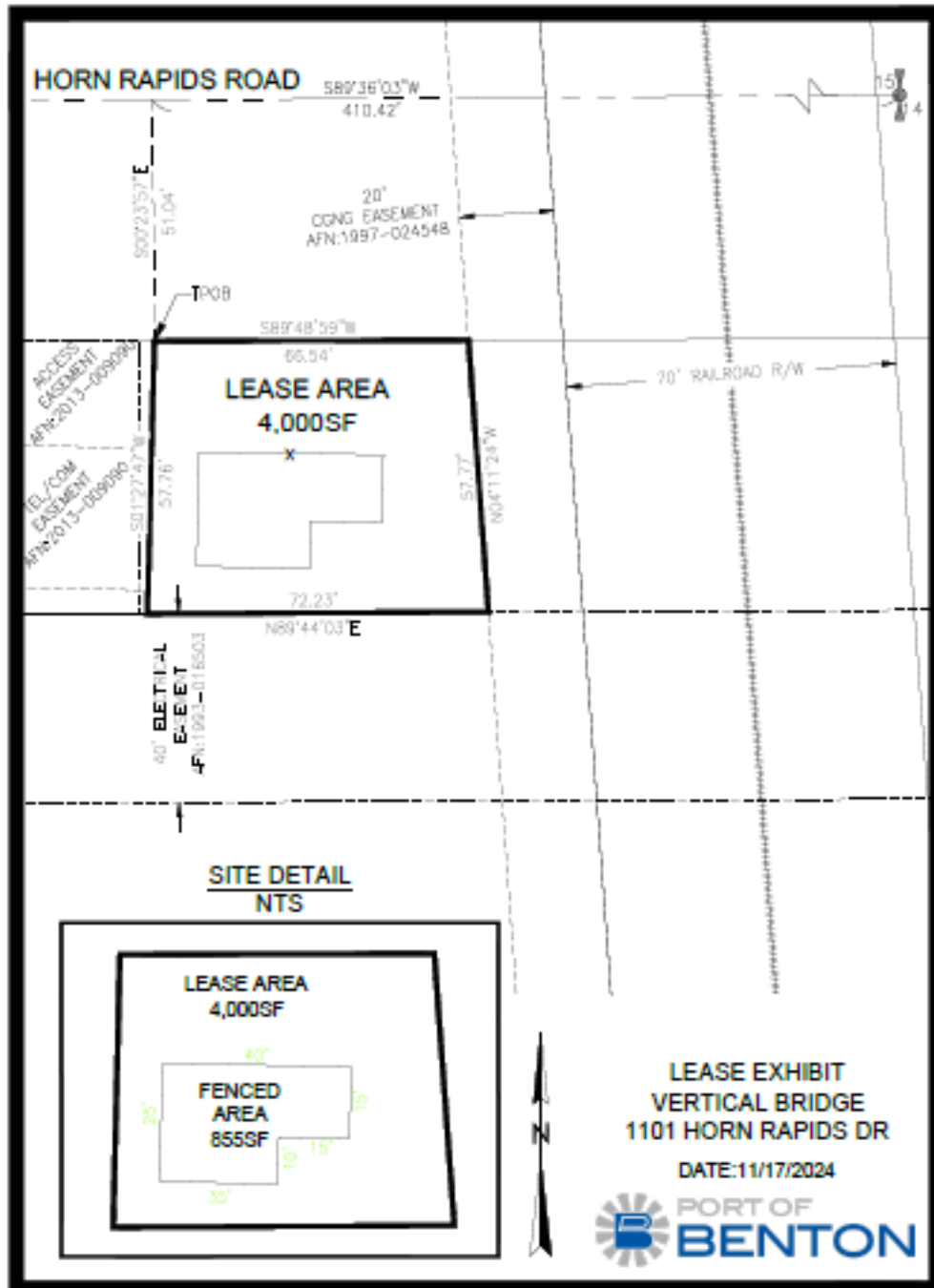
THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER SAID POINT BEARS NORTH 01°48'48" WEST 2639.47 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 89°36'03" WEST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 401.17 FEET; THENCE SOUTH 00°23'57" EAST 51.04 FEET TO THE SOUTH RIGHT-OF-WAY BOUNDARY OF HORN RAPIDS ROAD AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°27'47" WEST 57.76 FEET; THENCE NORTH 89°44'03" EAST 72.23 FEET; THENCE NORTH 04°11'24" WEST 57.77 FEET TO THE SAID RIGHT-OF-WAY BOUNDARY OF HORN RAPIDS ROAD; THENCE SOUTH 89°48'59" WEST ALONG THE RIGHT-OF-WAY THEREOF 66.54 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINS 4,000 SF, MORE OR LESS

EXHIBIT B
Resolution 25-26
1101 Horn Rapids Road

EXHIBIT WILL CHANGE ONCE WE GET THE NEW SURVEY



TOWER AND GROUND LEASE AGREEMENT

BETWEEN

PORT OF BENTON

AND

VB-S1 Assets, LLC

DRAFT

FOR

1101 Horn Rapids Road
RICHLAND, WA 99354

TOWER AND GROUND LEASE AGREEMENT

THIS TOWER AND GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of the _____ day of _____ 2025, by and between the PORT OF BENTON, a municipal corporation of the State of Washington, by and through its Board of Commissioners ("Port") and VB-S1 Assets, LLC, a Delaware Limited Liability Company ("Vertical Bridge") ("Lessee").

AGREEMENTS:

1. **LEASE.** Port hereby leases to Lessee upon the terms, covenants and conditions contained herein, the real property more particularly described as **Attachment 1 (Tower and Infrastructure Lease Premises Only – Legal Description)** within the Port of Benton's Horn Rapids Business Park hereafter (the "Property"), to this Lease.

The Property consists of 4000 square feet (+/-) of real property as depicted on **Attachment 2 (Lease premises Site Plan) 1101 Horn Rapids Road** situated in the Port of Benton's Horn Rapids Business Park.

The Lessee has inspected the Property and agrees to take the Property in its present condition "as is". The Lessee is relying upon its own inspection of the Property to determine whether to enter into this Lease, and the Lessee is not relying upon any representations made by the Port, its employees or agents, except as specifically set forth in this Lease.

2. **TERM.**

2.1 Initial Term. The initial term of this lease shall be for Ten (10) years and eight days, commencing July 24, 2025 ("Commencement Date"), and ending at midnight on July 31, 2035.

2.2 Option Terms. Lessee is granted the option to extend the Initial Term of this Lease for Three (3) additional periods of five (5) years each ("Option Terms") provided Lessee is not then in default hereunder, except the final renewal term of each of the Lessee's options to extend must be exercised by Lessee giving written notice thereof to Port within two (two) years of the expiration of then current term.

2.3. The option to extend this Lease shall be deemed to have been exercised unless the Lessee shall give the Port written notice of its intent not to exercise an option at seven hundred thirty (730) days prior to the termination of the initial term or any renewal term except the final renewal term.

2.4 In the event the Lessee elects not to exercise the Lease extensions as provided in this Section, then this lease shall terminate and the Lessee shall have no further rights to under the terms of the Lease.

2.5. Upon twelve (12) months' advanced written notice the Port may terminate this Lease after fifteen (15) years from the commencement Date for redevelopment purposes.

3. **RENT.** Lessee agrees to pay the Port, as Base Rent for the Leased Premises, the monthly rental amount, payable in advance on or before the 1st day of each and every month during the Initial Term and subsequent rental amounts will be increased by 2% annually (August 1) and through every option period starting on August 1.

| | | |
|----------------|-----------------------|-------------------|
| Signing Bonus: | 8/01/2025 | \$5,000.00 |
| Initial Term: | 7/24/2025 – 7/31/2024 | \$341.93 |
| Monthly Rent | 8/1/2025 | \$1,325 per month |

3.1 In addition to the base rent provided for herein, the Lessee shall pay the Leasehold Excise Tax, if required by the Revised Code of Washington Chapter 82.29A, as the statute may be hereafter amended. If the Lessee claims an exemption from the Leasehold Excise Tax, the Lessee shall provide documentation of its exemption from the State of Washington Department of Revenue. If applicable, any Leasehold Excise Tax shall be paid with each monthly installment of rent. The current leasehold tax rate is 12.84%.

3.2 Rent payments shall be made payable to the Port of Benton and shall be paid on or before the first day of each month at the Port offices at 3250 Port of Benton Boulevard, Richland, WA 99354, or at such other address the Port shall direct in writing.

3.4 **LATE FEES / CHARGES.** The rent charged to the Lessee is based upon the Use of the Property described in Section 7 of this Lease Agreement. In the event the Lessee wishes to expand its permitted use of the Property beyond the currently permitted uses, the Lessee shall submit a written request to the Port to expand the use. As a condition for approval of the additional use, the Port may increase the rent provided for herein to reflect the additional use of the Property.

3.5 Rent not paid within thirty (30) days of the date upon which the Lessee received notice that a payment is past due shall accrue interest on the unpaid rent at the rate of one and a half percent (1.5%) of the late payment for each month or portion of month by which the payment is delayed. In the event of any Non-Sufficient Funds notice for rent payment (NSF Fee), the Port shall invoice Lessee \$35.00 for each such notice.

4. **CONDITION OF PROPERTY.** The Lessee shall take the Property in its present condition, without warranties or representations by the Port except as set forth in this Lease.
5. **SECURITY.** In accordance with RCW 53.08.085 the Lessee shall provide the Port with a bond or other security satisfactory to the Port in an amount equal to one-sixth the total rent, but in no case shall such security be less than an amount equal to one year's rent or more than an amount equal to three years' rent. The initial security at lease commencement shall be in the amount of \$32,742.51. A deposit of funds with the Port, lease security bond or an assignment of a savings account in the amount specified above which cannot be released without the approval of the Port will be acceptable as a deposit of rent security. If the rental amount is adjusted as called for under the terms of this Lease, the

Lessee shall provide such additional security based on the new rental amount in accordance with RCW 53.08.085.

- 6. TAXES AND ASSESSMENTS.** Lessee shall pay all taxes assessed against the buildings and improvements owned by the Lessee and the other property of Lessee located upon the Property, promptly as the same become due. Lessee shall pay all assessments hereafter levied against the Property, or a portion thereof, during the term of this Lease, including assessments coming due to any special purpose governmental district; provided, however, if the assessment is payable in installments, whether or not interest shall accrue on the unpaid installments, the Lessee may pay the assessments in installments as they become due, provided that the Lessee's obligation to pay the assessments levied during the term of the Lease, even though paid in installments, shall survive the termination or expiration of this Lease.

6.1 Lessee may contest the legal validity or amount of any taxes, assessments or charges which Lessee is responsible for under this Lease, and may institute such proceedings as Lessee considers necessary. If Lessee contests any such tax, assessment or charge, Lessee may withhold or defer payment or pay under protest but shall protect Port and the Property from any lien. Port appoints Lessee as Port's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments or charges.

- 7. USE.** The Lessee shall use the Property as a wireless communication facility, and for uses incidental thereto, and for no other purposes without the prior written consent of the Port. The term "permitted uses" includes the right to install, construct, reconstruct and maintain on the Property and communication facilities, including radio and storage structures and other improvements relating thereto. The tenant shall comply with all applicable laws, codes and regulations or ordinances, relating to the construction, installation, maintenance or operation of any improvements, facilities or improvements. All equipment, facilities and improvements installed or constructed by the Tenant shall be deemed to be the personal property of the tenant.

7.1 **RESTRICTION ON USE.** Lessee shall conform to and comply with all applicable laws and regulations of any public authority affecting the Property, the Area or the Cellular Tower Facility and shall assume any costs of such compliance, including fines or penalties.

7.1.1 This Lease does not grant to Lessee any zoning or land use approvals for the uses mentioned herein. Lessee shall obtain any and all land use and zoning approvals as are necessary for its operations, including but not limited to permits for buildings, structures, towers and antennas.

7.1.2 Lessee shall not allow debris or refuse to accumulate on the Property.

7.1.3 Lessee shall not place any advertising or other signs on the Cellular Tower or Antenna Facility without the express written permission of the Port, which permission shall not be unreasonably withheld, conditioned, or delayed for signs required by any regulatory agency.

7.1.4 The color of any poles or towers that are a part of the cellular Tower or Antenna Facility shall be subject to approval by the Port.

7.1.5 Notwithstanding anything contained herein to the contrary, in the event that (i) any

governmental approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (ii) Lessee determines that such governmental approvals may not be obtained in a timely manner; (iii) Lessee determines that any soil boring tests are unsatisfactory; (iv) Lessee determines that the Property is no longer technically compatible for its use, or (v) Lessee, in its sole discretion, determines that the use of the Property is obsolete, or unnecessary, Lessee shall have the right to terminate this Agreement. So long, as Lessee removes any equipment installed and restores the premises to its original condition at Lessee's sole expense.

8. MAINTENANCE OF PROPERTY. Throughout the term of this Lease, Lessee, at its sole cost and expense, shall maintain the Property and all improvements then existing thereon in good condition and repair, subject to reasonable wear and tear, and in accordance with all applicable covenants, laws, rules, ordinances, and regulations of governmental agencies. The Port has no responsibility for maintenance or for security for the improvements placed upon the area by Lessee. Lessee shall have the right to install private utilities, at Lessee's expense, and to improve the present utilities on the premises (including, but not limited to, the installation of the emergency power generators). Lessee shall provide for the installation of separate meters for utilities used upon the premises.

9. CONDITIONS OF CONSTRUCTION. Before any construction, reconstruction or alteration of the improvements on the Property, except for interior improvements or non-structural modifications commenced and before any building materials have been delivered to the Property in connection with such construction, reconstruction or alteration by Lessee or under Lessee's authority, Lessee shall comply with all the following conditions:

9.1 Lessee shall deliver to Port, for its approval, one set of preliminary construction plans and specifications prepared as required by the City of Richland for an application for a building permit, including, but not limited to, preliminary grading utility connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, parkways, street lighting, designs and locations for outdoor signs, storage areas, and landscaping, all sufficient to enable Port to make an informed judgment about the design and quality of construction.

All improvements shall be constructed within the exterior property lines of the Property provided that required work beyond the Property on utilities, access, and conditional use requirements will not violate this provision. Lessee shall permit Port to use the plans without payment for purposes relevant to and consistent with this Lease.

9.2 The Port shall examine the plans and specifications for the purpose of determining reasonable compliance with the terms and conditions of this Lease, and compatibility with the overall design and use of the Horn Rapids Business Park. Approval will not be unreasonably withheld. Approval or disapproval shall be communicated to the Lessee within thirty (30) days from the receipt of the Lessee's plans, and disapproval shall be accompanied by specification in reasonable detail of the grounds for disapproval.

9.3 Lessee shall prepare final working plans and specifications substantially conforming to preliminary plans previously approved by the Port, submit them to the appropriate governmental agencies for approval, and deliver to Port one final complete set as approved by

the governmental agencies.

9.4 Lessee shall notify Port of its intention to commence the initial construction at least fourteen days before commencement of any such work or delivery of any materials. The notice shall specify the approximate location and nature of the intended improvements. During the course of construction, Port shall have the right to post and maintain on the Property any notices of non-responsibility provided for under the applicable law, and to inspect the Property at all reasonable times.

9.5 Except as specifically provided in this Lease, Port makes no covenant or warranties respecting the condition of the soil or subsoil or any other condition of the Property.

9.6 Once work begins, Lessee shall, with reasonable diligence, complete all construction of improvements. Failure, regardless of cause, to commence construction within twelve (12) months from the commencement date of the Lease shall, at Port's election exercised by thirty days written notice, terminate this Lease. All work shall be performed in a workmanlike manner, substantially comply with the plans and specifications required by this Lease, and comply with all applicable governmental permits, laws, ordinances, and regulations.

9.7 Lessee shall pay the cost and expense of all Lessee's improvements constructed on the Property. Lessee shall not permit any mechanic's, or construction liens to attach to the Property. Lessee shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any work of improvement performed by or for the Lessee to be enforced against the Property, however it may arise. Lessee may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Port's Property interests are not jeopardized. Lessee shall defend and indemnify Port against all liability and loss of any type arising out of the construction of improvements on the Property by Lessee. For the purposes of this indemnification, the Lessee waives the immunity created by the Washington Workman's Compensation laws. This Lessee shall reimburse Port for all sums paid by the Port on claims covered by this indemnity, together with the Port's reasonable attorneys' fees and costs plus interest on those sums at the legal rate.

9.8 On completion of the construction of any improvements, additions or alterations covered by this Section 9, Lessee shall give Port notice of all structural or material changes in plans or specifications made during the course of the work and shall at that time supply Port with drawings accurately reflecting all such changes. Changes which are non-structural, or which do not substantially alter the plans and specifications as previously approved by the Port do not constitute a material change.

9.9 Lessee shall install, operate, and maintain the cellular tower facility in accordance with all applicable laws and regulations so as not to cause interference with any other radio, communication device, AWOS, computer or television transmitting or receiving equipment located on the Property with rights of use prior in time to those of Lessee under this Lease.

10. OWNERSHIP OF IMPROVEMENTS. All improvements constructed on the Property by Lessee as permitted by this Lease shall be owned by Lessee until termination of this Lease. Upon termination of this Lease, the Lessee shall remove all of its improvements, buildings, antenna structures, including footings, fixtures, equipment and all personal property, within

ninety (90) days. The Lessee shall restore the property to its original condition, reasonable wear and tear excepted. The Lessee's equipment, fixtures, and personal property shall remain the personal property of the Lessee during the term of this Lease, regardless of whether they are considered to be fixtures or attachments under applicable law. The Lessee shall be entitled to remove all such items from the Property. The Lessee shall continue to pay rent for the Property at the then current rate until the Lessee's property has been removed and the Property has been restored as required by this Lease.

11. ASSIGNMENT AND SUBLETTING. Lessee shall neither assign nor transfer its interest in this Lease, in whole or in part, to any person or entity, without Port's prior written consent. Provided, however, the Lessee may assign this Lease, without the Port's approval, to an entity which acquires all or substantially all (defined as more than 75% by value) of Lessee's assets in the market in which the Property is located, as defined by the Federal Communications Commission by reason of a merger, acquisition, or other business reorganization. The acquiring entity must demonstrate its ability to perform all of the terms and conditions of the Lease. Any such assignment shall not release the Lessee from its obligations under this Lease.

12. LEASEHOLD MORTGAGES. Lessee shall have the right, during the term of this Lease, to mortgage the Lessee's interest in this Lease, without the prior consent of the Port, and to assign the Lessee's interest in this Lease as collateral security for such leasehold mortgage. All rights acquired by the holder of the leasehold mortgage shall be subject to each and every term, covenant and condition of this Lease, and to all rights and interests of the Port. None of the terms, covenants or conditions of the Lease shall be waived by the Port by reason of the right given to the Lessee to assign its interest in this Lease for security purposes.

12.1 The Leasehold Mortgage shall contain provisions providing that no purchaser or transferee of the Lease at any foreclosure sale or other transfer authorized by law or by reason of a default under the mortgage where no foreclosure sale is required, shall, further assign or transfer any right, title, or interest in or to this Lease or the leasehold estate covered by the Leasehold Mortgage, unless the Port has approved the assignee or transferee in writing.

12.2 In the event the Lessee assigns this Lease for security purposes as provided in this Section 12, after receipt of a written notice from the Lessee giving the name and address of the leasehold mortgagee, the Port agrees that whenever the Port sends a notice to the Lessee under the terms of this Lease, the Port will contemporaneously send a copy of the notice to the leasehold mortgagee.

12.3 The Port further agrees that it will not accept a voluntary cancellation or surrender of the Lease by the Lessee without prior written consent of the leasehold mortgagee and the Port will not enter into any amendments of the lease which modifies any provision of the lease without prior written approval of the leasehold mortgagee. No merger shall result from the acquisition by or the evolution upon, any one entity of the fee and leasehold estates in the property.

12.4 In the event of a notice of default from the Port to the Lessee, the leasehold mortgagee may cure any default within the time provided for in the lease after the leasehold mortgagee's receipt of the notice of default. The Port agrees to accept a tender of cure of default from the

leasehold mortgagee as if the cure were tendered by the Lessee. Provided however, that if it takes the leasehold mortgagee more than thirty (30) days to cure a default (other than the payment of any money due under the lease), because the leasehold mortgagee is not in possession of the property, the lease shall not be in default if the leasehold mortgagee promptly undertakes to obtain possession of the property and diligently pursues its right to possession. No tender of cure of a default by the leasehold mortgagee shall require the leasehold mortgagee to cure any future defaults by the Lessee or require the leasehold mortgagee to perform any other term or condition of this Lease.

12.5 In the event of a default by the Lessee which has not been cured by the Lessee or by the leasehold mortgagee and which would permit the Port to forfeit or otherwise terminate this Lease, or in the event the leasehold mortgagee forecloses upon its leasehold mortgage and becomes the holder of the Lessee's interest in this Lease, the Port agrees to accept the leasehold mortgagee as the Lessee under this Lease, provided the leasehold mortgagee performs all of the obligations and covenants of the Lessee contained in this Lease which are capable of being performed by the leasehold mortgagee. If the leasehold mortgagee becomes the Lessee under this Lease, the Port agrees to use the rent bond or the security deposit to pay any sums due under this Lease and to cure any monetary defaults, to the extent that the rent bond or security deposit is available for such purposes. The leasehold mortgagee shall be responsible for the payment of any sums which are not paid by the rent bond or the security deposit.

12.6 In the event of a default which is personal to the Lessee (such as a bankruptcy) and which cannot be cured by the leasehold mortgagee, and the Lessee's interest under this Lease has been terminated or canceled, then, at the written request of the leasehold mortgagee, the Port agrees to enter into a new lease with the leasehold mortgagee, under the same terms and conditions as this Lease and for any unexpired term of the lease, including any options periods. The Port's execution and delivery of the lease shall be without any representation or warranty of any kind, including any representations or warranties regarding title to the Property, the improvements or the priority of such new lease.

12.6.1 The Port shall be obligated to enter into a new lease with the leasehold mortgagee only if the leasehold mortgagee has remedied and cured all monetary defaults of the Lessee under this Lease, and has remedied and cured, or has commenced and is diligently completing the cure of all non-monetary defaults susceptible to cure by any party other than the original Lessee. The leasehold mortgagee shall pay all costs and expenses of the Port, including, but not limited to, attorney fees, real property transfer taxes, escrow fees, and recording fees incurred in connection with the preparation and execution of a new lease and any related conveyances.

12.6.2 If more than one leasehold mortgagee requests a new lease, or in the event of a dispute between the Lessee and a leasehold mortgagee, the Port shall have no duty to determine the relative priority of the leasehold mortgages, and the Port shall have no obligation to enter into a new lease with any leasehold mortgagees unless the dispute is resolved to the Port's satisfaction within 30 days of the termination of this Lease and provided the terms and conditions of this Lease are kept current.

12.6.3 Upon the execution of the new lease by the leasehold mortgagee and the Port, the Port will convey to the leasehold mortgagee by quit claim deed, title to any improvements constructed on the Property by the Lessee, in which the leasehold mortgagee has a recorded mortgage or other security interest. The conveyance of the improvements shall be in "as is" condition without any warranty or representation by the Port concerning the condition of the improvements. The Port will not warrant the title to the improvements, and the leasehold mortgagee shall accept the title to the improvements subject to any existing encumbrances.

12.6.4 Upon the execution of a new lease and the conveyance of title to improvements, if any, it shall be the responsibility of the leasehold mortgagee to cancel and discharge this Lease and remove any persons occupying the Property. The leasehold mortgagee shall indemnify the Port and hold it harmless from any obligations, claims, actions, damages, costs, or expense, including attorney fees, which may arise from such action, or from the Port's compliance with any of the provisions of this Section 12.6.

13. PUBLIC LIABILITY INSURANCE; INDEMNITY. Throughout the term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept in force commercial general liability insurance against claims and liability for bodily injury (including death) or property damage arising from the use, occupancy, or condition of the Property and improvements, including the Port as an additional insured, as their interest may appear, on such liability insurance policy, with limits of coverage in the amount of \$2,000,000.00 per occurrence. Port agrees the Lessee may self-insure against any loss or damage which is covered by a commercial general liability insurance policy as long as the Lessee is able to demonstrate to the satisfaction of the Port that the Lessee has the financial ability to cover a potential loss under a self-insured policy.

13.1 **PROOF OF COMPLIANCE.** The Lessee shall include the Port as an additional insured as its interest may appear on the commercial general liability insurance policy, required to be maintained by the terms of this Lease. Port may require Lessee to deliver to Port, a certificate of all insurance policies required by this Lease.

13.2 **INDEMNIFICATION.** Subject to the terms of this Section 13, the Lessee shall indemnify and hold the Port harmless against any claim of liability or loss, from personal injury or property damage resulting from or arising out of the use and occupancy or the Property by the Lessee, its servants, agents, or employees except for those claims or damages which arise from or through the negligent or willful acts or omissions of the Port, its employees or agents, but only to the extent the damages arise from or through the Port, its employees or agents.

13.3 **LIMITATION OF LIABILITY.** Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. DEFAULT.

14.1 EVENTS OF DEFAULT. Each of the following events shall be a default by Lessee and a breach of this lease.

14.1.1 The failure or refusal to pay when due any installment of rent or other sum required by this Lease to be paid by Lessee, or the failure to perform as required or conditioned by any other covenant or condition of this Lease.

14.1.2 The appointment of a receiver to take possession of the Property or improvements, or of Lessee's interest in the leasehold estate or of Lessee's operations on the Property for any reason, unless such appointment is dismissed, vacated or otherwise permanently stayed or terminated within sixty days after the appointment.

14.1.3 An Assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liability; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within sixty days after the assignment, filing, or other initial event.

14.2 NOTICE. As a precondition to pursuing any remedy for an alleged default by Lessee, Port shall give written notice of default to Lessee, in the manner herein specified for the giving of notices. Each notice of default shall specify the alleged event of default and the intended remedy.

14.3 LESSEE'S RIGHT TO CURE. If the alleged default is nonpayment of rent, taxes, or other sums to be paid by Lessee as provided in this Lease, Lessee shall have thirty (30) days after receipt of written notice to cure the default. For the cure of any other default, Lessee shall have thirty (30) days after receipt of written notice to cure the default, provided, however, that if it takes more than thirty (30) days to cure a default, the Lessee shall not be in default if it promptly undertakes a cure and diligently pursues it.

14.4 TIME OF THE ESSENCE. Time is of the essence of this Lease, and for each and every covenant or condition which must be performed hereunder.

15. PORT'S REMEDIES. If any default by Lessee continues uncured after receipt of written notice of default and the period to cure as required by this Lease, for the period applicable to the default, subject to the provisions of Section 12, the Port has the following remedies in addition to all other rights and remedies provided by law or equity to which Port may resort cumulatively or in the alternative:

15.1 Without terminating this Lease, Port shall be entitled to recover from Lessee any

amounts due hereunder, or any damages arising out of the violation or failure of Lessee to perform any covenant, condition or provision of this Lease.

15.2 Port may elect to terminate this Lease and any and all interest and claim of Lessee by virtue of such lease, whether such interest or claim is existing or prospective, and to terminate all interest of Lessee in the Property and any improvements or fixtures thereon (except trade fixtures). In the event this Lease is terminated, all obligations and indebtedness of Lessee to Port arising out of this Lease prior to the date of termination shall survive such termination. In the event of termination by Port, Port shall be entitled to recover immediately as damages the total of the following amounts:

15.2.1 The reasonable costs of re-entry and re-letting, including, but not limited to, any expenses of cleaning, repairing, altering, remodeling, refurbishing, removing, Lessee's property or any other expenses incurred in recovering possession of the Property or re-letting the Property, including, but not limited to, reasonable attorney's fees, court costs, broker's commissions and advertising expense.

15.2.2 The loss of rental on the Property accruing until the date when a new lessee has been or with the exercise of reasonable diligence could have been, obtained.

15.3 Port may re-enter the Property and take possession thereof and remove any persons and property by legal action or by self-help and without liability for damages, and Lessee shall indemnify and hold the Port harmless from any claim or demand arising out of such re-entry and removal of persons and property. Such re-entry by the Port shall not terminate the Lease or release the Lessee from any obligations under the Lease. In the event Port re-enters the Property for the purpose of re-letting, Port may re-let all or some portion of the Property, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of a period of rent-free occupancy or other rental concession, and Port may not be required to re-let to any Lessee which Port may reasonably consider objectionable.

15.4 In the event Port re-lets the Property as agent for Lessee, Port shall be entitled to recover immediately as damages the total of the following amounts.

15.4.1 An amount equal to the total rental coming due for the remainder of the term of this Lease, computed based upon the periodic rent provided for herein and without discount or reduction for the purpose of adjusting such amount to present value of anticipated future payments, less any payments thereafter applied against such total rent by virtue of the new lease.

15.4.2 The reasonable costs of re-entry and re-letting, including but not limited to, any expense of cleaning, repairing, altering, remodeling, refurbishing, removing Lessee's property, or any other expenses incurred in recovering possession of the Property or re-letting the Property, including, but not limited to, attorneys' fees, court costs, broker's commissions and advertising expense.

15.5 All payments received by Port from re-letting shall be applied upon indebtedness and damages owing to Port from Lessee, if any, and the balance shall be remitted to Lessee.

- 16. WAIVER.** No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Lessee other than default on the payment of that particular rental payment, regardless of Port's knowledge of the preceding breach at the time of accepting rent. Acceptance of rent or other payment after termination shall not constitute a reinstatement, extension or renewal of this Lease, or revocation of any notice or other act by Port.
- 17. ATTORNEYS' FEES.** If either party brings any action or proceeding to enforce, protect or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party. Arbitration is an action or proceeding for the purpose of this provision. The "prevailing party" means the party determined by the court or the arbitrator to most nearly have prevailed.
- 18. ACCESS BY PORT.** Port, or Port's representatives and agents, shall have access to the Property at reasonable times and upon reasonable notice, for the purpose of inspecting the Property; provided that Port shall exercise all reasonable efforts not to unreasonably disturb the use and occupancy of the Property by Lessee.
- 19. RECORDING OF LEASE.** Neither party to this Lease shall record the Lease. In lieu of recording the entire Lease either party may record a memorandum of lease setting forth the legal description of the property, the parties and the term of the Lease, together with any additional information which the party deems to be relevant, and as long as the information in the memorandum is accurate the other party agrees to sign the memorandum of lease. Upon termination or expiration of this Lease, the Lessee authorizes the Port to record a document stating the Lease has been terminated in order to clear title to the Property.
- 20. HOLDING OVER.** Should Lessee hold possession of the Leased Premises or any portion thereof after the date upon which the Leased Premises are to be surrendered, Lessee will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to Lease term and, during any such month-to-month tenancy, Lessee shall pay monthly rent in the amount which is one-twelfth (1/12th) of one-hundred twenty-five percent (125%) of the adjusted Base Rent that was payable by Lessee during the immediately preceding Lease year. Lessee will continue occupancy from month-to-month until terminated by Port or Lessee by giving of thirty (30) days written notice to the other. Nothing in this Section is to be construed as a consent by the Port to the occupancy or possession of the Leased Premises by Lessee after the expiration of the Lease Term.
- 21. SECURITY FOR LESSEE'S OBLIGATIONS.** In addition to the security provided for in Section 5, in order to secure the prompt, full and complete performance of all of Lessee's obligations under this Lease, including but not limited to, Lessee's obligations to protect and indemnify Port from any liability subject to the lien, if any, of the holder of the first mortgage against the property, Lessee hereby grants to Port a security interest in and assigns to Port all of Lessee's right, title and interest in and to all rents and profits from the Property and

improvements thereon as collateral to secure all of Lessee's obligations under this Lease. In the event Lessee defaults in any of its obligations hereunder, Port shall have the right at any time after the period for cure provided in paragraph 15.3, without notice or demand, to collect all rents and profits directly and apply all sums so collected to satisfy Lessee's obligations hereunder, including payment to Port of any sums due from Lessee. The security interest granted in this Section 23 shall be subordinate to any security interest or leasehold mortgage granted to a leasehold mortgagee for security purposes. Such remedy shall be in addition to all other remedies under this Lease.

22. HAZARDOUS MATERIALS. Lessee shall not take or store upon the Property any hazardous or toxic materials, as defined by the law of the State of Washington or by federal law, except in strict compliance with all applicable rules, regulations, ordinances and statutes.

22.1. Lessee shall not permit any contamination of the Property. The Lessee shall immediately remove any contaminants or pollutants and shall promptly restore the Property, subject to any condition existing prior to the commencement of this Lease, which shall be the responsibility of the Port. Lessee shall comply with the Port's Hazardous Materials Communications Policy.

22.2 Lessee shall defend Port and hold it harmless from any cost, expense, claim or litigation arising from hazardous or toxic materials on the Property or resulting from the contamination of the Property, but only to the extent caused by the acts or omissions of the Lessee, its sub-lessees, employees, agents, invitees, or licensees, during the term of this Lease. The Lessee is not liable for hazardous materials or contamination present on the Property prior to the Lessee's occupancy, or contamination or hazardous materials which migrated from adjacent property, or which occurred after the termination of this Lease, if not the result of the Lessee's actions or omissions subsequent to the termination.

22.3 In the event of the termination of this Lease for any reason, the obligation of the Lessee to restore the Property and the obligation to indemnify the Port set forth above, shall survive the termination.

23. GENERAL CONDITIONS.

23.1 NOTICES. Any notice given shall be deemed received three (3) days subsequent to deposit or such notice(s), properly addressed in the United States Mail, postage prepaid, sent by registered or certified mail or a nationally recognized courier service, return receipt requested, or in any other manner authorized by law:

Port: Port of Benton
3250 Port of Benton Boulevard
Richland, Washington 99354
(509) 375-3060

Lessee: VB-S1 Assets, LLC
c/o Vertical Bridge REIT, LLC

750 Park of Commerce Dr., Suite 200
Boca Raton, Florida 33487
Attention General Counsel
Ref: US-WA-5010

23.2 NONMERGER. If both Port's and Lessee's estates in the Property or the improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except by the express election of the owner and the consent of the mortgagee or mortgagees under all mortgages existing upon the Property.

23.3 CAPTIONS AND TABLE OF CONTENTS. The Table of Contents of this Lease and the captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part or parts of this Lease.

23.4 EXHIBITS AND ADDENDA. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them. References to "this Lease" include matters incorporated by reference.

23.5 SUCCESSORS. Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties. The Port agrees that if the Property is sold, assigned, or conveyed, except for any conveyance to the United States, the Port will place a provision in any conveyance making the conveyance subject to the terms and conditions of this Lease. The Port represents, that if this Lease is recorded, any subsequent conveyance of the Property by the Port will be subject to the terms of this Lease, with the exception of any conveyance to the United States.

23.6 BROKERS. Each party warrants and represents that it has not dealt with any real estate brokers or agents in connection with this Lease. Each party will indemnify and hold the other harmless from any cost, expense or liability (including costs of suit and reasonable attorney fees) for any compensation, commission, or fees claimed by any broker or agent in connection with this Lease.

23.7 NO UNREASONABLE WITHHOLDING OR DELAY OF CONSENT. Whenever this Lease requires the consent of either party to an action by the other, the party whose consent is requested shall not unreasonably withhold or delay its consent.

23.8 WARRANTY OF AUTHORITY. The persons executing and delivering this Lease on behalf of Port and Lessee each represent and warrant that each of them is duly authorized to do so and that the execution of this Lease is the lawful and voluntary act of the person on whose behalf they purport to act.

23.9 QUIET POSSESSION. The Port agrees that upon compliance with the terms and conditions of this Lease, the Lessee shall at all times have the right to the quiet use and enjoyment of the Property for the term of the Lease and any extensions.

23.10 LEASE CERTIFICATION. Upon the request of the Lessee the Port agrees to provide a written certification of the status of the Lease, to the best knowledge of the Port at the time of the certification, setting forth the following: I) whether the Lease is in full force and effect; ii) whether there have been any amendments or modifications to the Lease; iii) whether the Lessee is current in the payment of the rent and other charges under the terms of the Lease; iv) whether the Port is aware of any default or breach on the part of the Lessee.

23.11 NON-DISTURBANCE AND ATTORNMENT. This Lease shall be superior to any mortgage, deed of trust or other lien which may be placed on the Property after the effective date of this Lease. If a mortgage is placed upon the Property, the Port shall deliver to the Lessee a Non-disturbance and Attornment Agreement, in recordable form, which shall covenant that this Lease is superior to such mortgage or deed of trust, and provided the Lessee is not in default under the Lease, neither the Lease nor the Lessee's rights under the Lease shall be terminated by any sale, foreclosure, transfer, assignment or hypothecation of the Property.

12.13 PARTIAL INVALIDITY. If any provision of this Lease is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

23.13 This Lease and the performance thereof shall be governed, interpreted and construed according to the laws of the State of Washington and the venue for any action, including arbitration or mediation shall be in Benton County, Washington.

IN WITNESS WHEREOF, then parties have caused these presents to be executed by their duly authorized officers that day and year first above written.

PORT OF BENTON

VB-S1 Assets, LLC

By:

Diahann Howard, PPM ®
Executive Director

By:

Allison Cannella
General Counsel

Date:

Date:

NOTARY ACKNOWLEDGEMENT – LESSOR

STATE OF WASHINGTON)
)ss
COUNTY OF BENTON)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Diahann Howard, PPM ®** to me known to be the individual and **Executive Director** of the **Port of Benton** who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he were authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2025.

Notary Public in and for the State of Washington,
Residing at _____
Commission expires: _____

NOTARY ACKNOWLEDGEMENT – LESSEE

STATE OF _____)
)ss
COUNTY OF _____)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Allison Cannella** to me known to be the **General Counsel** of **VB-S1 Assets, LLC** who executed the foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2025.

Notary Public in and for the State of Tennessee,
Residing at _____
Commission expires: _____

Attachment 1
Tower and Infrastructure Lease Premises Only
"Proposed Lease Area"
Legal Description

**VB-S1 ASSETS, LLC
LEASE DESCRIPTION
1101 HORN RAPIDS ROAD**

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER SAID POINT BEARS NORTH 01°48'48" WEST 2639.47 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 89°36'03" WEST ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER 401.17 FEET; THENCE SOUTH 00°23'57" EAST 51.04 FEET TO THE SOUTH RIGHT-OF-WAY BOUNDARY OF HORN RAPIDS ROAD AND THE TRUE POINT OF BEGINNING;

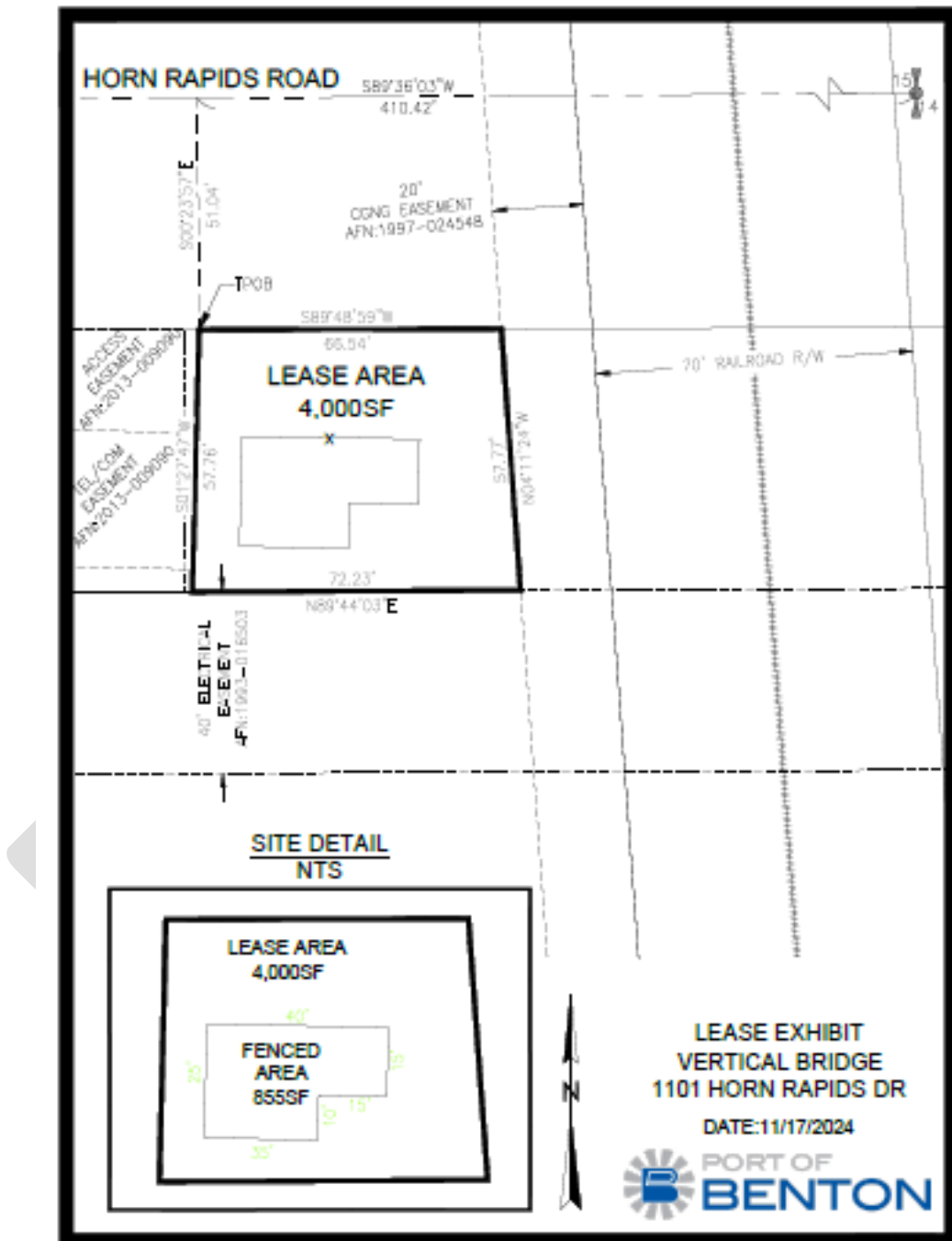
THENCE SOUTH 01°27'47" WEST 57.76 FEET; THENCE NORTH 89°44'03" EAST 72.23 FEET; THENCE NORTH 04°11'24" WEST 57.77 FEET TO THE SAID RIGHT-OF-WAY BOUNDARY OF HORN RAPIDS ROAD; THENCE SOUTH 89°48'59" WEST ALONG THE RIGHT-OF-WAY THEREOF 66.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 4,000 SF, MORE OR LESS

VERTICAL BRIDGE HAD A SURVEY DONE, THEIR LEGAL IS REVIEWING, THEY WILL BE SHARING THIS INFORMATION WITH US TO ADD TO THE LEASE.

Attachment 2 Lease Premises Site Plan

VERTICAL BRIDGE HAD A SURVEY DONE, THEIR LEGAL IS REVIEWING, THEY WILL BE SHARING THIS INFORMATION WITH US TO ADD IT TO THE LEASE.



RESOLUTION 25-27

A RESOLUTION OF THE PORT OF BENTON AUTHORIZING UPDATED RATES AND INTRODUCTION OF RESERVATION FEES AT CROW BUTTE PARK

WHEREAS, Crow Butte Park has been a cornerstone of recreational activity and natural beauty within our community, serving both residents and visitors with its diverse amenities and picturesque landscapes;

WHEREAS, a review of current operational costs, park maintenance requirements, and usage patterns has indicated a need to update rates and introduce reservation fees to ensure the sustainability and continued enhancement of park services;

WHEREAS, it is essential to align our pricing strategy with regional benchmarks and industry standards to maintain the park's competitive edge and ensure that it remains an attractive destination for outdoor recreation;

NOW, THEREFORE, BE IT RESOLVED, Port of Benton Commission hereby approves the following updates to the fee structure at Crow Butte Park, effective July 9, 2025:

1. Regular Camping Fees
 - a. Increased from \$40 to \$45 per night
2. Veteran Camping Fees
 - a. Increased from \$30 to \$35 per night
3. Eliminate the Tent Fee (Camping Rates Only)
4. Introduce Non-Refundable Reservation Fee
 - a. Phone-In, \$10
 - b. Online, \$8
5. Introduce Cancellation Fee
 - a. Phone-In, \$10
 - b. Online, \$8
6. Introduce Change Fee
 - a. Phone-In, \$10
 - b. Online, \$8
7. Introduce entrance gate/kiosk system to ensure full revenue is captured
8. Deploy ice and water vending machines

BE IT FURTHER RESOLVED, that all fees will be reviewed annually to ensure they reflect the needs of the community and the operational costs of the park.

BE IT FINALLY RESOLVED, the Port of Benton Commission hereby approves Resolution 25-27 authorizing the Port's executive director to take the necessary steps to increase camping fees and introduce additional fees and updates at Crow Butte Park and that this resolution shall be communicated effectively to the community to ensure transparency and to reinforce our commitment to providing quality recreational experiences at Crow Butte Park.

This resolution reflects the Port's commitment to preserving the quality and accessibility of Crow Butte Park for future generations while ensuring that we responsibly manage the park's resources.

THIS RESOLUTION OF THE PORT OF BENTON ADOPTED by the Commission at its regular meeting held this 9th day of July, 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

RESOLUTION 25-28

A RESOLUTION OF THE PORT OF BENTON AUTHORIZING A CONTRACT WITH MAUL FOSTER ALONGI FOR SHORELINE WATERFRONT DRIVE PLANNING AND ENGINEERING SERVICES

WHEREAS, the Port of Benton approved the 2025 Annual Operating Budget, Capital Budget, and Comprehensive Plan during a regular meeting under Resolution 24-37; and

WHEREAS, as part of the Comprehensive Plan, waterfront planning and infrastructure was identified as key opportunities to support the development of the Technology and Business Campus; and

WHEREAS, following the adoption of the Comprehensive Plan, the Port issued a Request for Qualifications (RFQ) for Shoreline Waterfront Drive Planning and Engineering Services, receiving eight proposals; and

WHEREAS, after reviewing qualifications, the Port interviewed the top three candidates and selected Maul Foster Alongi based on their overall qualifications and relevant experience.

WHEREAS, Maul Foster Alongi submitted a proposal for planning and engineering services that include cultural, civil, market study, concept drawings, community open house, and boat dock feasibility, for a total cost of \$325,862.00; and

WHEREAS, the estimated 2025 expenditures for this contract align with available funding and cover all known project elements; and

WHEREAS, given the potential for unforeseen risks related to shoreline work and culturally sensitive areas, the Port requests approval of an additional \$20,000 in change order contingency funding to address scope-related gaps and ensure the project remains on schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT OF BENTON AS FOLLOWS:

1. The Port of Benton hereby approves the \$325,862.00 contract with Maul Foster Alongi for shore power design and bidding services.
2. Up to an additional \$20,000 in change order funding is approved to address unforeseen permitting issues and maintain the project schedule.
3. The contract with Maul Foster Alongi shall be executed by the Port's Executive Director.

THIS RESOLUTION OF THE PORT OF BENTON ADOPTED by the Commission at its regular meeting held this 9th day of July, 2025.

Scott D. Keller, President

Lori Stevens, Vice President

Roy D. Keck, Secretary

| | Project | Description | Grants Pursued/Received | Comments |
|---|--|---|--|--|
| 1 | Better Utilizing Investment to Leverage Development (BUILD formerly RAISE) | White Bluffs Southern Connection Rail | Federal - \$8 million POB - \$2 million | RAISE January 2025 awarded \$9.5 million, still pending federal holds. |
| 2 | State Capital Request | Phase 1 intermodal rail yard | \$6 - \$10 million | Request to support federal grant applications and initial phase 1 of intermodal rail yard; \$240,000 awarded, contracting has begun – Revised Scope to be submitted June 2025. |
| 3 | Congressional Directed Spending Requests | Port of Benton White Bluffs Rail Project Modernization and Intermodal Facility. | \$5 million | New request submitted to all congressional offices for 2026. Cantwell CDS \$4,826,000 has advanced. |
| 4 | Port Electrification | Intermodal Facilities | \$2.7 million, 10% match \$300,000 – POB | \$2.7 million awarded, contracting underway. |

| | Project | Description | Grants Pursued/Received | Comments |
|-----------------|-------------------------------------|---|--|--|
| 5 | CERB/EDA-updated | 2579 Stevens Drive offices and update remodel (RBP) | \$2.4 million – CERB loan secured \$1.5 million – POB \$1.7 million – BC | Submitted to CERB, May 15, 2025, presentation, loan secured. Benton County Rural County Capital Funds .09 grant request submitted. Presentation scheduled July 24, 2025. EDA application on hold for future phase. |
| 6 | NSF Engine | Support acceleration of the nuclear supply chain, local companies, workforce and entrepreneurship | \$160 million NSF Engine Grant over 10 years Year 1-2 - \$15 million POB in-kind support – leveraging existing facilities 3100 and 3110 to possibly be the start of the Nuclear Innovation Center. | Vertical was asked to act as PI for submission and partnered with the state of Washington, CTA, WSU, PNPL, INL, and INEC. Project submitted April 15, NSF proceeding with reviews, notice of virtual site visit anticipated week of July 7. |
| Airports | | | | |
| | Project | Description | Grants Pursued/Received | Comments |
| 7 | FAA Airport Funds - Prosser Airport | Runway and Apron Crack and Fog Seal and Airport Lighting | FAA NPE - \$200,000 FAA DI - \$1,300,000 Awarded FAA Grant amount 2023 - \$245,000 (Design Work) | Slated for 2026. Invoiced WSDOT for 5% reimbursement of design work. |

| | Project | Description | Grants Pursued/Received | Comments |
|-----------|--|---|--------------------------------|--------------------------------------|
| 8 | Infrastructure Investment and Jobs Act - Grant Funds (Now Bipartisan Infrastructure Law BIL funds) - Richland Airport | Main Apron Reconfiguration - Design/Environmental 2025/26 | BIL Funds - \$833,000 | Grant Awarded. Design work underway. |
| 9 | FAA Airport Funds – Richland Airport | Wildlife fencing around the airport. Complete fencing around the entire airport | FAA NPE - \$205,000 | Approved |
| 10 | FAA Airport Funds – Prosser Airport | Construct Heliport/Helipad with service road – design | FAA NPE - \$155,000 | Approved |

For the Good of the Order – July 2025

| Date | What | Where | When | Who |
|------------|---|---|--|---|
| July 9 | Port of Benton Commission Meeting | Port | 8:30 a.m. | All |
| July 15 | Richland Chamber of Commerce Monthly Membership Meeting | 1515 George Washington Way | 11:30 a.m. | Scott |
| July 17 | Prosser Chamber Board Meeting | 1230 Bennett Ave., Prosser | 7:30 a.m. | Lori |
| July 21-23 | WPPA Commissioners Seminar | Semiahmoo Resort, Blaine, WA | | Scott, Roy |
| July 22 | Tri-City Regional Chamber of Commerce Monthly Luncheon – Workforce Summit | Three Rivers Convention Center | Noon – 1:30 p.m. Summit – 8:30 a.m. | |
| July 24 | TRIDEC Board of Directors | 7130 W. Grandridge Blvd., Kennewick | 4 p.m. | Roy |
| July 25 | Commissioner Stevens 1:1 | | 9 a.m. | Lori |
| August 1 | Commissioner Keck 1:1 | Port | 9 a.m. | Roy |
| August 4 | Benton City Monthly Luncheon | Palm Tavern, 603 9 th St., Benton City | Noon | Lori, Staff |
| August 5 | Prosser Chamber Monthly Luncheon | Richland Airport | Noon | Lori, Staff |
| August 6 | Port of Benton Commission Meeting | Port | 8:30 a.m. | All |
| August 6 | Prosser EDA Board Meeting | 236 Port Ave., Prosser | 5:30 p.m. | Lori |
| August 6 | Hanford Reach 25 th Anniversary Celebration | REACH Museum | 4 p.m. | Commissioners, Diahann (invite to follow) |

| | | | | |
|----------|---|------|------------|-----|
| August 7 | Port of Benton Tenant Appreciation BBQ | Port | 11:30 a.m. | All |
|----------|---|------|------------|-----|