

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

The special 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 August 28, 2026, 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 your hands are raised. Press star + 6 (*6) when the host calls on you to unmute yourself.

**PORT OF BENTON
SPECIAL COMMISSION MEETING
Agenda**

**8:30 a.m., August 28, 2026
3250 Port of Benton Blvd., Richland, WA 99354**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ITEMS OF BUSINESS

1. Resolution 26-55, A Resolution of the Port of Benton Approving a Revised Lease Agreement with Bunge USA Grain, LLC and Superseding Resolution 26-44, Richland Business Park
2. HSI Workplace Compliance Solutions, Inc. Lease Agreement, Richland Business Park
3. September 2026 Commission Meeting Date Change

D. Convene Executive Session

- Discussion with legal counsel pursuant to RCW 42.30.110(g)(i) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee, litigation or potential litigation, and legal risks

The executive session is expected to take 45 minutes.

E. RECONVENE SPECIAL COMMISSION MEETING

- Possible Action: Adjustment to Interim Executive Director Compensation

F. ADJOURNMENT

The next Port of Benton Commission meeting will be held on Wednesday, September 9, 2026, at 8:30 a.m. at the Clore Center at 2140 Wine Country Road, Prosser, Washington. Visit portofbenton.com for notices and information.

RESOLUTION 26-55

A RESOLUTION OF THE PORT OF BENTON APPROVING A REVISED LEASE AGREEMENT WITH BUNGE USA GRAIN, LLC AND SUPERSEDING RESOLUTION 26-44

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

WHEREAS, the Port has identified in its long-term strategic plan the desire to develop industries served by rail; and

WHEREAS, the Port leased approximately twenty-five (25) acres to Central Washington Corn Processors, Inc. ("CWCP") for the construction, operation, and maintenance of a rail loop track for delivery of animal feeds via manifest and unit trains delivered across the Port of Benton industrial Southern Connection track ("Prior Lease"), which Prior Lease terminates on December 31, 2028; and

WHEREAS, CWCP is in the process of selling its assets and leasehold interests associated with the Premises (the "Sale") to Bunge USA Grain, LLC, a Delaware Limited Liability company ("Bunge"); and

WHEREAS, the Port Commission is concurrently considering approval of a conditional release of the Prior Lease with CWCP (the "Release"), which provides that termination of the Prior Lease shall occur only upon satisfaction of specific conditions precedent, including:

1. Approval of a new lease agreement with Bunge; and
2. Closing of the Sale;

WHEREAS, the Port and Bunge have negotiated a Lease Agreement (the "Lease Agreement") providing for the lease of approximately 30.82 acres of Port-owned land for continued operation of a rail loop track, service road, and related industrial uses (the "Premises");

WHEREAS, the Lease Agreement provides for an initial term of ten (10) years, with up to three (3) optional renewal terms of five (5) years each, for a potential total lease term of twenty-five (25) years, subject to the terms and conditions of the Lease Agreement; and

WHEREAS, the Lease Agreement establishes a structured rent schedule beginning at \$11,599.55 per month plus applicable leasehold excise tax, with scheduled increases over the initial term and a two percent (2%) annual escalation thereafter, as set forth in the Lease Agreement and its exhibits; and

WHEREAS, the Lease Agreement includes additional consideration in the form of a Right of First Refusal ("ROFR"), for which Lessee shall pay one percent (1%) of monthly rent, representing consideration for the grant of such right and the associated limitations on the Port's future disposition of property, including the provisions applicable to Lease Area 4; and

WHEREAS, Section 2.5 of the Lease Agreement further provides that, if Lease Area 4 is included in a proposed transfer of a larger portion of the property subject to the Right of First Refusal, Bunge may elect to purchase only Lease area 4 rather than the entire property proposed for transfer, at a purchase price determined on a pro rata acreage basis, and the Port would be required to cooperate in completing a boundary line adjustment or similar lawful procedure to separate Lease Area 4 and combine it with

Bunge's adjoining property, subject to the Port's right to not consummate the proposed transfer of any portion of the ROFR Property if Bunge makes this election to only purchase Lease Area 4, and further subject to the other the terms and conditions of the Lease Agreement; and

WHEREAS, permitted uses of the Premises include the installation, operation, maintenance, repair, and replacement of a rail loop track and the receiving, shipping, storing, and transloading of permitted products, including agricultural and related commodities, subject to the restrictions set forth in the Lease Agreement; and

WHEREAS, the Lease Agreement includes provisions addressing track construction and maintenance standards, insurance requirements, indemnification, environmental compliance, hazardous materials management, inspections, reporting, and remedies, consistent with Port requirements and applicable law; and

WHEREAS, the Lease Agreement incorporates a Rail Operations Plan as an exhibit, which establishes the framework for the safe, efficient, and lawful operation of the rail loop track, including protocols for scheduling, coordination, safety, maintenance standards, and access by the Port and eligible third-party track users, while recognizing Bunge's priority operational needs; and

WHEREAS, the Rail Operations Plan further provides for fair and competitive access by BNSF Railway Company and Union Pacific Railroad Company to serve the rail loop track, subject to compliance with applicable agreements, safety requirements, and operating protocols; and

WHEREAS, the Port Commission finds that approval of the revised Lease Agreement, including the revised Exhibit A and Lease Area 4, will promote continued productive use of Port property, preserve and enhance rail-served industrial capacity, generate lease revenue, and further the Port's public purposes; and

WHEREAS, the Port Commission desires that this Resolution supersede and replace Resolution 26-44 so that the Commission's authorization clearly reflects the revised Lease Agreement and Premises description to be executed by the Port; and

WHEREAS, Port staff and Port legal counsel have reviewed, or will review, the revised Lease Agreement and related exhibits and find them to be in proper form and in the best interests of the Port;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of the Port of Benton hereby resolve as follows:

Section 1. Supersession of Resolution 26-44. Resolution 26-44 is hereby superseded and replaced in its entirety by this Resolution. This Resolution shall constitute the Port Commission's approval of the revised Lease Agreement with Bunge USA Grain, LLC, including the revised Premises description and Exhibit A.

Section 2. Approval of Revised Lease Agreement. The Port Commission hereby approves The Lease Agreement between the Port of Benton, as Lessor, and Bunge USA Grain, LLC, as Lessee, for the Premises, substantially in the form presented to the Commission, including all exhibits and attachments thereto.

Section 3. Approval of Revised Premises and Exhibit A. The Port Commission hereby approves the revised premises description and revised Exhibit A, including the addition of Lease Area 4, resulting in a total of leased area of approximately 30.82 acres, or such final acreage as is confirmed by the final legal description and survey exhibit.

Section 4. Approval of Right of First Refusal. The Port Commission hereby approves the Right of First Refusal set forth in Section 2.5 of the Lease Agreement, including Bunge's right, if Lease Area 4 is included in a proposed transfer of a larger portion of the property subject to the Right of First Refusal, to elect to purchase only Lease Area 4 in accordance with the pricing methodology, boundary adjustment requirements, and other terms and conditions stated in the Lease Agreement. Any future conveyance of Lease Area 4 remains subject to compliance with applicable law and any additional Port Commission authorization required at the time of conveyance.

Section 5. Approval of Rail Operations Plan. The Port Commission hereby approves the Rail Operations Plan attached to the Lease Agreement and authorizes its implementation consistent with its terms.

Section 6. Coordinated Transaction and Conditions. The Port Commission acknowledges and confirms that:

- Approval of this Lease Agreement is a required condition precedent to the effectiveness of the Release of the Prior Lease with CWCP; and
- Termination of the Prior Lease shall not occur unless and until both:
 1. This Lease Agreement is approved; and
 2. The Sale has closed in accordance with its terms.

Nothing in this Resolution shall be interpreted as authorizing or effecting termination of the Prior Lease except in accordance with the separately approved Release.

Section 7. Authorization to Execute Documents. The Port Commission authorizes and directs the Executive Director or Interim Executive Director of the Port of Benton, to execute the Lease Agreement and Rail Operations Plan on behalf of the Port, and make such non-material technical amendments, revisions, or corrections as may be necessary or appropriate and approved by Port Counsel, provided that such amendments do not materially alter the substantive terms and conditions approved by this Resolution.

Section 8. Authorization for Implementation. The Port Commission further authorizes Port staff to take all actions necessary and appropriate to implement the Lease Agreement and Rail Operations Plan, including but not limited to coordinating termination of the Prior Lease, administering inspections and reporting requirements, and carrying out ongoing lease administration.

Section 9. Legal Counsel Review. The Port Commission confirms that the Lease Agreement and Rail Operations Plan have been reviewed and approved as to form by Port Counsel, and that execution of said agreements is consistent with the Port's legal authority under Title 53 of the Revised Code of Washington and other applicable laws.

Section 10. Ratification. The Port Commission hereby ratifies and confirms all actions previously taken by Port staff and Port Counsel in negotiating the terms and conditions of the Lease Agreement and Rail Operations Plan, and in preparing said agreements for Commission consideration and approval.

Section 11. Effective Date. This Resolution shall take effect immediately upon its adoption by the Port Commission.

ADOPTED by the Port of Benton Commission at a regular meeting on the 28th day of August 2026.

Bill O'Neil, President

Scott D. Keller, Vice President

Lori Stevens, Secretary

HORN RAPIDS RAIL LOOP LEASE AMENDMENT EXHIBIT A

CITY OF RICHLAND PARCEL NO. 121081000001023

CENTRAL WASHINGTON CORN PROCESSORS
PARCEL NO. 122083000002001

ACCESS & UTILITY EASEMENT
AFN:2026-014852

ACCESS & UTILITY EASEMENT
AFN:2026-014853

CENTRAL WASHINGTON
CORN PROCESSORS
PARCEL NO. 122083000003001

LEASE AREA 4

Area 4 Line Table		
Line #	Length	Direction
L15	860.14'	N89°33'00"E
L16	213.25'	S00°27'31"E
L17	834.54'	S89°33'00"W
L18	223.69'	N18°01'38"W
L19	41.96'	N89°33'00"E

LEASE AREA 1

LEASE AREA TOTALS
LEASE AREA 1: 19.75 ACRES
LEASE AREA 2: 5.25 ACRES
LEASE AREA 3: 1.57 ACRES
LEASE AREA 4: 4.25 ACRES

TOTAL LEASE AREA: 30.82 ACRES

PORT OF BENTON
PARCEL NO. 128081000002023

LOGAN ROAD

LEASE AREA 3

NTS
DATE:08/24/26

Area 1 Line Table		
Line #	Length	Direction
L1	1072.10'	S00°27'31"E
L2	27.54'	N89°30'25"W
L3	50.00'	N89°30'25"W
L4	299.45'	S00°57'51"W
L5	1485.59'	S00°00'27"W
L6	50.00'	N89°59'33"W
L7	1790.00'	N00°00'27"E
L8	50.00'	S89°59'33"E

Area 1 Curve Table			
Line #	Length	Radius	Delta
C1	1224.42'	779.49'	90°00'00"
C2	1224.42'	779.49'	90°00'00"
C3	1224.42'	779.49'	90°00'00"
C4	1232.27'	784.49'	90°00'00"

Area 2 Line Table		
Line #	Length	Direction
L1	1070.10'	S00°27'31"E
L2	27.54'	N89°30'25"W
L9	237.74'	S89°59'38"E
L10	225.85'	N52°22'12"E
L11	49.70'	S00°27'31"E

Area 2 Curve Table			
Line #	Length	Radius	Delta
C5	1311.23'	834.49'	90°01'45"
C6	469.34'	714.49'	37°38'14"

Area 3 Line Table		
Line #	Length	Direction
L11	49.70'	N00°27'31"W
L12	219.42'	N52°22'13"E
L13	393.16'	S89°32'55"E
L14	266.45'	N00°27'31"W

Area 3 Curve Table			
Line #	Length	Radius	Delta
C7	177.57'	814.39'	12°29'34"
C8	965.08'	750.00'	73°43'36"