

City of Tenino

149 Hodgen Street South
Tenino, WA 98589

City Council Meeting
Tuesday, September 10, 2024 at 6:30 PM

Agenda

WORK SESSION

1. 6:30 pm Review of 9/10/2024 Council Agenda
2. Council Priorities
 - Ag Park Lots
 - Hidden Meadow Property Donation
 - New City Planner
3. Discussion of 9/24/2024 Council Draft Agenda

CALL TO ORDER

4. Flag Salute

AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 9/10/24.
Recommended Action: Motion to approve the agenda as presented.

APPROVAL OF MINUTES

- [6.](#) Meeting Minutes for 8/27/2024
Recommended Action: Motion to approve 8/27/2024 meeting minutes as presented.

CONSENT CALENDAR

7. Consent Calendar August 28, 2024 through September 10, 2024 consisting of
 - Payroll Checks 32653/32654 & EFT's in the amount of \$69,718.76
 - Claims checks #32655 through #32696 in the amount of \$211,949.88
 - for a grand total of \$281,688.64
 - Claims Check #32630 in the amount of \$104,807.33 voided due to a duplicate payment.
 - Excusal of Council Member Gotovac.

Liquor Cannabis License: None

Recommended Action: Move to approve the consent calendar as presented.

EXECUTIVE SESSION

PRESENTATIONS

PUBLIC COMMENTS

PUBLIC HEARING

PROCLAMATIONS

- [8.](#) Proclamation for National Voter Registration Month

Recommended Action: Motion to approve Proclamation for National Voter Registration Month

OLD BUSINESS

NEW BUSINESS

- [9.](#) Amendment No.2 Environmental Review on Ag Park

Recommended Action: Motion to approve Amendment No. 2.

- [10.](#) Broker Agreement with Kidder Mathews for Ag Park Lots

Recommended Action: Motion to approve Lease Listing Agreement with Kidder Mathews for Tenino Ag Park lots

RESOLUTIONS

ORDINANCES

REPORTS

11. Outside Agency

- 1) Chamber of Commerce
- 2) Economic Development Council (EDC)
- 3) South Thurston Economic Development Initiative (STEDI)
- 4) ARCH Commission
- 5) Experience Olympia & Beyond (VCB)
- 6) Timberland Regional Library

12. Committees/Commissions

- 1) Civil Service Commission
- 2) Façade Improvement Grant Review Committee

- 3) Finance Committee
- 4) Planning Commission
- 5) Public Safety Committee
- 6) Public Works Committee

13. Staff

- 1) Chief of Police
- 2) Director of Public Works
- 3) Code Enforcement/Building Inspector
- 4) PARC Specialist
- 5) Clerk/Treasurer
- 6) Mayor

14. Liaisons

- 1) Bucoda/Tenino Healthy Action Team (BTHAT)
- 2) Solid Waste Advisory Board
- 3) TCOMM/911
- 4) Tenino School Board
- 5) Thurston Regional Planning Council (TRPC)
- 6) Transportation Policy Board
- 7) Thurston County Commissioner's Office
- 8) Legislature

PUBLIC COMMENTS 2

ANNOUNCEMENTS

ADJOURNMENT

File Attachments for Item:

6. Meeting Minutes for 8/27/2024

Recommended Action: Motion to approve 8/27/2024 meeting minutes as presented.

City Council Meeting Tuesday, August 27, 2024

Minutes

WORK SESSION

Mayor Watterson convened the work session at 6:33 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Elaine Klamn
Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Jeff Eisel

1. 6:30 pm Review of 8/27/2024 Council Agenda

Mayor Watterson asked Council to review tonight's agenda and correct if needed.

2. Council Priorities

New City Attorney

Tenino School Dist. Survey

Hidden Meadow Property

New City Attorney: Brent Dillie introduced himself and gave a little background history.

Tenino School Dist. Survey: Teresa Stevens with lunch program gave a little background update on the survey the school is requesting the families to complete. She also updated on what programs would be available.

Hidden Meadow Property: Mayor Watterson explained to Council what the Hidden Meadow Homeowner's Assoc is proposing with the land they would like the city to take over. Discussion only.

3. Discussion of 9/10/2024 Council Draft Agenda

Mayor Watterson asked council for their input on the next council meeting and advised if they had any additional information to talk about, to please contact him or C/T Scharber.

CALL TO ORDER

Mayor Watterson convened the regular council meeting at 7:30 pm with

PRESENT

Councilmember Linda Gotovac
Councilmember Elaine Klamn

Councilmember John O'Callahan
Councilmember Jason Lawton
Councilmember Jeff Eisel

4. Flag Salute

AGENDA APPROVAL

5. Agenda for the Regular Meeting of the 8/27/24.

Recommended Action: Motion to approve the agenda as presented.

Motion by Councilmember Gotovac to add under New Business item #13 Council Actions. Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

APPROVAL OF MINUTES

6. Meeting Minutes for 8/13/2024

Recommended Action: Motion to approve 8/13/2024 meeting minutes as presented.

Motion made by Councilmember Gotovac, Seconded by Councilmember O'Callahan.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

CONSENT CALENDAR

7. Consent Calendar August 14, 2024 through August 27, 2024 consisting of

Payroll Checks 32615/32616 & EFT's in the amount of \$54,593.39

Claims checks #32617 through #32652 in the amount of \$284,186.33

for a grand total of \$339,186.33

Liquor Cannabis License: None

Recommended Action: Move to approve the consent calendar as presented.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

EXECUTIVE SESSION

None

PRESENTATIONS

8. Wolf Haven International Capital Campaign

Recommended Action: None, Presentation and discussion Only.

Jeff Willard presented slides for the Mayor and Council as well as the public on what happens at Wolf Haven. He also discussed the campaign they are working on to raise funds for a tree house look out for the public and invite all to donate if possible.

PUBLIC COMMENTS

None

PUBLIC HEARING

None

PROCLAMATIONS

9. Gold Star City Proclamation

Recommended Action: Motion to approve Proclamation for Gold Star City.

The VFW performed a small showing of the flags prior to the reading and acceptance of the proclamation.

Mayor Watterson read into record the Gold Star City Proclamation and presented to the to the VFW.

Motion made by Councilmember O'Callahan, Seconded by Councilmember Gotovac.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

OLD BUSINESS

None

NEW BUSINESS

12 A. Council Actions: Councilmember Gotovac suggested that all council members that attend any outside meeting that unless they are an appointed liaison for the committee they are not to state they are attending for the City of Tenino.

10. Thurston County ILA for EV Charging Grant

Recommended Action: Motion to approve Thurston County ILA for EV Charging Grant

Motion made by Councilmember O'Callahan, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

11. City Attorney Agreement

Recommended Action: Motion to approve Agreement with Attorney Brent Dillie.

Motion made by Councilmember Gotovac, Seconded by Councilmember Lawton.

Voting Yea: Councilmember Gotovac, Councilmember Klamn, Councilmember O'Callahan, Councilmember Lawton, Councilmember Eisel.

Motion passes 5/0.

12. Verizon Lease Amendment

Recommended Action: Motion to approve Lease amendment with Verizon.

Please bring back to the second meeting in September. Wish to have the costs of lease to increase in 2 years not 5.

RESOLUTIONS

None

ORDINANCES

None

REPORTS

13. Outside Agency

1) Chamber of Commerce

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) Timberland Regional Library

1) Chamber of Commerce: No report by George Sharp. Councilmember Gotovac reported at the last meeting they had a report by the Fire Department that stated they will begin Business fire inspections annually.

2) Economic Development Council (EDC)

3) South Thurston Economic Development Initiative (STEDI)

4) ARCH Commission

5) Experience Olympia & Beyond (VCB)

6) Timberland Regional Library: Mayor Watterson reported that PW Director Cannon and himself met with Linda regarding some things they felt we should be doing and vice versa with a positive outcome.

14. Committees/Commissions

1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee

4) Planning Commission

5) Public Safety Committee

6) Public Works Committee

1) Civil Service Commission

2) Façade Improvement Grant Review Committee

3) Finance Committee: Mayor Watterson reported they will be meeting in a couple of weeks to begin reviewing for the budget.

4) Planning Commission: Adam reported they have been working on Master Plan update and looking at different angles to be able to upgrade properties within the city.

5) Public Safety Committee

6) Public Works Committee

15. Staff

1) Chief of Police

2) Director of Public Works

3) Code Enforcement/Building Inspector

4) PARC Specialist

5) Clerk/Treasurer

6) Mayor

1) Chief of Police: Sgt Lee reported they have been having a pretty quiet time right now. Councilmember O'Callahan stated the traffic has been traveling fast into the City on 507 E and suggested they start monitoring the area. Discussion ensued on parking a "dummy" car in the area.

2) Director of Public Works: PWD Cannon reported this will be the last weekend for the pool. They will begin to winterize it next week. This will also be the last weekend that the camping will be open. They will put up barricades and lock the bathrooms. They are to start the work on Park Ave tomorrow. They will have no sludge haul out at the WWTP this year, maybe next year as the costs shot from \$300k to approx. \$700k to clean the fine screens. Councilmember Eisel questioned the possibility of the City receiving monies from the state for tonnage tax. Troy has been looking into this and will continue to do so.

3) Code Enforcement/Building Inspector

4) PARC Specialist: C/T Scharber reported for Jessica that the artists will start on the murals Monday.

5) Clerk/Treasurer: she met with HUD re: Ag Park Grant. She has been working on 4 record requests and following up on them. She has submitted a request for reimbursement from the AWC Loss Prevention Grant. We are getting reimbursed \$63k from SLLGP. Dave and her will be meeting with Planner Dan Penrose tomorrow regarding some issues.

6) Mayor: The Ag Park is on the down hill so we should not have anymore big costs left. They had a Department Head meeting this morning. He attended the S County Mayor's meeting regarding Flock Cameras. He also met with the Bucoda Fire Dept.

16. Liaisons

1) Bucoda/Tenino Healthy Action Team (BTHAT)

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board

5) Thurston Regional Planning Council (TRPC)

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

1) Bucoda/Tenino Healthy Action Team (BTHAT): Councilmember Eisel reported they will be hosting an event at the Middle School called Screen Ages to help families live a better life away from all the electronics.

2) Solid Waste Advisory Board

3) TCOMM/911

4) Tenino School Board: Councilmember Eisel reported they are getting ready for the new school year.

5) Thurston Regional Planning Council (TRPC): Councilmember O'Callahan reported they did not hold a meeting, however, he went in to sign vouchers. He also stated with the members in attendance they voted on a land swap which passed.

6) Transportation Policy Board

7) Thurston County Commissioner's Office

8) Legislature

PUBLIC COMMENTS 2

None

ANNOUNCEMENTS

None

ADJOURNMENT

Mayor Watterson adjourned the Council meeting at 7:55 pm.

File Attachments for Item:

8. Proclamation for National Voter Registration Month

Recommended Action: Motion to approve Proclamation for National Voter Registration Month

BY THE CITY OF TENINO

- A PROCLAMATION -

National Voter Registration Day

WHEREAS, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

WHEREAS, the City of Tenino is committed to strengthening democracy by encouraging voter registration and increasing participation in all elections; and

WHEREAS, civic-minded people and organizations have collaborated to establish September 17, 2024 as NATIONAL VOTER REGISTRATION DAY; and

WHEREAS, the goal for the 2024 National Voter Registration Day is to create awareness of elections and motivate eligible citizens to vote in coming months; and

WHEREAS, the strength of our democracy depends on the willingness of our citizens to participate by choosing the people who will lead us and by voicing their opinions on important matters that will come before the voters on Election Day.

NOW, THEREFORE, BE IT RESOLVED, that the Tenino City Council hereby recognizes September 17, 2024 as NATIONAL VOTER REGISTRATION DAY in Tenino and encourages all eligible city residents to register to vote.

SIGNED IN THE CITY OF TENINO, WASHINGTON, THIS 10th DAY OF SEPTEMBER 2024.

Dave Watterson, Mayor

Linda K. Gotovac, Council Member

Elaine Klamn, Council Member

John O’Callahan, Council Member

Jason Lawton, Council Member

Jeff Eisel, Council Member

File Attachments for Item:

9. Amendment No.2 Enviromental Review on Ag Park

Recommended Action: Motion to approve Amendment No. 2.

**AMENDMENT NO. 2
TO
AUTHORIZATION FOR ENGINEERING SERVICES NO. 2023-002
AG PARK BUILDING IMPROVEMENTS**

This Amendment No. 2 modifies Authorization 2023-002 between Gibbs & Olson, Inc., Longview, Washington (Engineer) and the City of Tenino, Washington (Client) executed on November 1, 2023, for a project known as the Ag Park North Building Improvements Project. The following modifications are made to the Agreement. All other terms and conditions of the Agreement remain unchanged.

The Thurston EDC (EDC) has received federal funding to complete landscaping work at the new Tenino Ag & Innovation Park. As a condition of this funding, the Client must complete an environmental review to proceed with landscaping at the site.

To facilitate this schedule, the Client has requested the Engineer subcontract with Ecological Land Services, Inc. (Subconsultant) to perform the required environmental review.

SCOPE OF WORK

The Engineer's scope of work under this Authorization is modified to include Environmental Services as follows:

Task 1: Coordinate with the Client as HUD's Responsible Entity, the EDC, and HUD representatives.

- Attend two to five online meetings with the project team listed above.
- Participate in emails and calls to coordinate with team members.

Task 2: Prepare Environmental Review documents and submit materials into HUD's Environmental Review Online System (HEROS) website.

- The Client or EDC will provide existing grant information, plans, and environmental information to Engineer.
- Apply for access to the HEROS system and either upload required materials into the system or the Client will upload them until Subconsultant access to HEROS is approved by HUD.
- Fill out HUD's NEPA Categorical Exclusion Form.
- The team will review the HUD ER materials for accuracy.

Assumptions:

- The City will request Subconsultant to fill out all elements of the form and write any text necessary for letters that are necessary, such as cultural resources notifications, etc. The text must be placed on Client letterhead.
- HUD's level of NEPA compliance will be a Categorical Exclusion and not an Environmental Assessment.
- HUD will require no more than one set of edits to the materials submitted to them.

SCHEDULE:

The environmental review will be completed by September 30, 2024.

BUDGET

The Engineer’s budget for the additional Scope of Work presented above is \$12,500 and the total Agreement Amount is increased to \$223,500 as shown below.

Original Agreement Amount	\$ 10,000.00
Amendment No. 1.....	\$201,000.00
<u>Amendment No. 2.....</u>	<u>\$ 12,500.00</u>
Total Agreement Amount	\$223,500.00

GIBBS & OLSON, INC.

CITY OF TENINO, WASHINGTON

By: *Richard A. Gushman*
Richard A. Gushman, President

By: _____
David Watterson, Mayor

Date: August 29, 2024

Date: _____

File Attachments for Item:

10. Broker Agreement with Kidder Mathews for Ag Park Lots

Recommended Action: Motion to approve Lease Listing Agreement with Kidder Mathews for Tenino Ag Park lots



Kidder Mathews
1201 Pacific Ave, Ste. 1400
Tacoma, WA 98402
Phone: 253-722-1400
Fax: 253-722-1409

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EXCLUSIVE LEASE LISTING AGREEMENT

This Exclusive Lease Listing Agreement ("Agreement") is made between City of Tenino ("Landlord") and Kidder Mathews ("Firm"). Subject to the terms and conditions set forth in this Agreement, Landlord hereby grants to Firm the exclusive and irrevocable right to lease, and to receive deposits in connection therewith, Landlord's commercial real estate legally described as set forth on attached Exhibit A and commonly described as 16406 and 16408 Old Highway 99 SE , _____ , City of Tenino , Thurston County, Washington ("Property").

- 1. **DEFINITIONS.** As used in this Agreement, (a) "CBA" shall mean the Commercial Brokers Association; (b) "lease" shall mean a lease, sublease, or sale, or entering into a contract to lease, sublease, or sell the Property; (c) "tenant" shall mean the lessee or tenant leasing or entering into a contract to lease the Property; and (d) "sell" shall mean a transfer of ownership of the Property for valuable consideration or enter into a contract to sell the Property.
- 2. **DURATION OF AGREEMENT.** This Agreement shall commence on September 1, 20 24 and shall expire at 11:59 p.m. on August 31, 20 24 ("Term").
- 3. **RENT AND OTHER LEASE TERMS.** Landlord agrees to list the Property at a rental of \$ 2,981.00 (two thousand, nine hundred and eighty one dollars) per month for Lot 4 and \$1,470.00 (one thousand, four hundred and seventy dollars) for Lot 3. and shall consider offers that include the following terms:

Term of Lease: 30-50 Years
Other Lease Terms and Conditions: Additional Extensions as Necessary

- 4. **AGENCY.** Landlord authorizes Firm to appoint Amy Harding of Kidder Mathews as Landlord's Listing Broker. This Agreement creates an agency relationship between Landlord and any of Firm's managing brokers, including Firm's Designated Broker, who supervise Listing Broker ("Supervising Broker") during the Term. No other brokers affiliated with Firm are agents of Landlord.

Landlord acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."

5. LIMITED DUAL AGENCY.

- a. Listing Broker as Limited Dual Agent. If initialed below, Landlord consents to Listing Broker and Supervising Broker acting as limited dual agents in the leasing of the Property to a tenant that Listing Broker also represents. Landlord acknowledges that, as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Landlord to the detriment of tenant and further limits Listing Broker's representation of Landlord.

Landlord's Initials	Date	Landlord's Initials	Date
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- b. Firm Limited Dual Agency. If the Property is rented to a tenant represented by one of Firm's brokers other than Listing Broker ("Tenant's Broker"), Seller consents to any Supervising Broker, who also supervises Tenant's Broker, acting as a limited dual agent.

If any of Firm's brokers act as a limited dual agent, Firm shall be entitled to the compensation payable under this Agreement plus any compensation Firm may have negotiated with the tenant.

- 6. **LANDLORD'S REPRESENTATIONS AND WARRANTIES; PROPERTY OWNERSHIP AND INFORMATION.** Landlord represents and warrants that Landlord has the right to lease the Property and all portions thereof on the terms set forth in this Agreement, and that the Property is free and clear of any encumbrances which would interfere therewith. Landlord also represents and warrants that the information provided by Landlord in connection with listing the Property under this Agreement ("Property Information") is true and correct. Landlord understands that Firm and other members of CBA will make (and cause to be made) representations to prospective tenants based solely on the Property Information and agrees to



Kidder Mathews
 1201 Pacific Ave, Ste. 1400
 Tacoma, WA 98402
 Phone: 253-722-1400
 Fax: 253-722-1409

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EXCLUSIVE LEASE LISTING AGREEMENT

indemnify and hold Firm and other members of CBA harmless in the event the foregoing representations and warranties are incorrect, and in the event Landlord fails to promptly make such representation or warranty correct during the Term of this Agreement.

7. **COMPENSATION.** Landlord acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. Firm shall be entitled to compensation if: (a) Landlord leases the Property or procures a tenant for the Property during the Term; (b) Landlord leases the Property within six months after the expiration or sooner termination of this Agreement to a person or entity that: (i) submitted an offer to lease the Property during the term of this Agreement, or (ii) that appears on any registration list provided by Firm pursuant to this Agreement, or (iii) an "Affiliate" (as such term is defined below) of such a person or entity that submitted an offer or that appears on the registration list; (c) the Property is made untenable by Landlord's voluntary or negligent act or voluntary or negligent failure to act; or (d) Landlord terminates this Agreement except as permitted herein, or otherwise takes any action in violation of this Agreement that prevents Firm from leasing the Property. "Affiliate" means, with respect to any person or entity that submitted an offer for lease during the Term of this Agreement or that appears on the registration list, a person or entity which owns or controls more than a 10% ownership or voting interest in such offering entity.

Firm shall submit any registration list to Landlord within fifteen (15) days after the expiration or sooner termination of this Agreement and shall only include on the registration list persons or entities to whose attention the Property was brought through the signs, advertising or other action of Firm, or who received information secured directly or indirectly from or through Firm during the Term of this Agreement.

Landlord shall pay compensation consisting of the sum of the amounts set forth in Sections 7(a) and 7(b), as follows:

a. Firm Compensation:

Firm's Compensation shall be:

- i. 6% (six percent) of gross rent for Years 1-10, 50% (fifty percent) payable at time of lease execution at 50% (fifty percent) payable at time of lease commencement.

or

- ii. If the tenant is not represented by a tenant brokerage firm, Firm's compensation shall be same as above (equal to the amount in Section 7(a)(i) if not filled in).

b. Tenant Brokerage Firm Compensation:

Landlord shall pay compensation to a cooperating broker representing the tenant ("Tenant Brokerage Firm") ("Tenant Brokerage Firm Compensation") as follows:

- i. _____

or

- ii. If the Listing Broker represents both Landlord and the tenant as a limited dual agent, 6% (six percent) of gross rent for Years 1-10, 50% (fifty percent) payable at time of lease execution at 50% (fifty percent) payable at time of lease commencement. (equal to the amount in Section 7(b)(i) if not filled in).

Tenant Brokerage Firm Compensation shall be paid as set forth above unless modified by the tenant and Tenant Brokerage Firm in a mutually accepted lease. Tenant Brokerage Firm is an intended third-party



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beneficiary of this Agreement.

- c. **Time of Payment:** Compensation shall be paid one-half (50%) upon execution and delivery of the lease between Landlord and Tenant and one-half (50%) upon lease commencement, unless otherwise agreed in writing. Any compensation due under this Agreement that is not timely paid shall accrue interest at 8 (eight) % per annum.

Landlord consents to Firm receiving compensation from more than one party and to sharing compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.

Landlord acknowledges that offering compensation to Tenant Brokerage Firm is not required.

8. **MULTIPLE LISTING SERVICE; DISCLAIMER OF LIABILITY.** Firm shall cause this listing to be published by the Commercial Brokers Association ("CBA") for distribution to all CBA members through CBA's listing distribution systems. Firm shall use commercially reasonable efforts to cooperate with all other members of CBA in working toward the lease of the Property. Landlord understands and agrees that all Property information contained in this Agreement or otherwise given to CBA becomes the property of CBA, is not confidential, and will be given to third parties, including prospective tenants and other cooperating members of CBA who do not represent the Landlord and, in some instances, may represent the tenant or other interested parties. It is understood that CBA is not a party to this Agreement, that its sole function is to furnish the descriptive information set forth in the listing to its members, without duty of investigation or verification and without assuming any responsibility for such information, or dissemination thereof.
9. **ATTORNEY'S FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees and any costs and expenses incurred as a result of such enforcement. In the event of trial, venue shall be in the county in which the Property is located, and the amount of the attorney's fee shall be as fixed by the court.
10. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which, when combined, shall constitute one single, binding agreement.
11. **ADDITIONAL TERMS.** In addition to the Property Information provided as part of this Agreement and Exhibit A (legal description), the following amendments or addenda (which are also attached hereto) are part of this Agreement: _____



Kidder Mathews
1201 Pacific Ave, Ste. 1400
Tacoma, WA 98402
Phone: 253-722-1400
Fax: 253-722-1409

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EXCLUSIVE LEASE LISTING AGREEMENT

LANDLORD

Landlord/Authorized Signature

Name: _____
Title: _____
Date: _____

Landlord/Authorized Signature

Name: _____
Title: _____
Date: _____

FIRM

Kidder Mathews, Firm (Company)
(Office)

By: _____
(Authorized Representative)

Name: _____

Date: _____



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EXCLUSIVE LEASE LISTING AGREEMENT

EXHIBIT A
(Legal Description)

Section 25 Township 16 Range 2W Quarter SW NE Plat PLAT OF TENINO AGRICULTURE AND INNOVATION
PARK LT 3 and Section 25 Township 16 Range 2W Quarter SW NE Plat PLAT OF TENINO AGRICULTURE
AND INNOVATION PARK LT 4