



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Chambers,
555 Israel Rd. SW, Tumwater, WA 98501**

**Tuesday, February 17, 2026
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: Black History Month, February 2026
 - [b.](#) Employee Recognition (Fire Department)
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Work Session, January 27, 2026
 - [b.](#) Payment of Vouchers (Finance Department)
 - [c.](#) Interlocal Agreement with Thurston County for Emergency Management (Public Health and Safety Committee)
 - [d.](#) Preliminary Docket for 2026 Comprehensive Plan Text Amendments (General Government Committee)
 - [e.](#) Reappointment of Michael Jackson to the Tree Board (Executive Department)
 - [f.](#) 2026 City Council Meeting Schedule and Summer Recess (Executive Department)
- 7. Council Considerations:**
 - [a.](#) Position Requests (Administrative Services Department)
 - [b.](#) Real Estate Purchase and Sale Agreement for 4315 Tumwater Valley Drive (Parks & Recreation Department)
- 8. Mayor/City Administrator's Report**
- 9. Councilmember Reports**
- 10. Any Other Business**
- 11. Adjourn**

Proclamation

WHEREAS, the City of Tumwater proudly embraces the cultural diversity of our community and honors organizations, families, and individuals of African American descent in appreciation of their invaluable contributions that continue to enrich our City, and unite and sustain us as a community; and

WHEREAS, Tumwater was settled by George Bush, a prominent member of the 1845 settlement party, and his family. A frontiersman and successful farmer, he was the first Black settler to receive a land grant in Washington territory; and

WHEREAS, in 1915, noted Black scholar Dr. Carter G. Woodson, son of former slaves, founded the Association for the Study of African American Life and History and initiated Negro History Week in 1926 to encourage the study of African American history; and

WHEREAS, Black History Month was formally adopted in 1976 to honor and affirm the importance of Black People in American History, advance the cause of civil rights, and to strengthen families, communities, and the nation; and

WHEREAS, observing Black History Month provides opportunities to gain a deeper understanding of African American history and acknowledge the centuries of struggles for equality and freedom; and

WHEREAS, Black History Month serves as both a celebration and a powerful reminder that Black history is American history, Black culture is American culture, and Black stories are essential to our continued journey towards a better society, to understanding ourselves, and growing stronger as a community; and

WHEREAS, this year's Black History Month theme, "A Century of Black History Commemorations" was selected by the Association for the Study of African American Life and History. The theme marks the 100th anniversary of the first Black History Week, established by Dr. Carter G. Woodson in 1926, and honors a century of achievements, resilience, and leadership.

NOW, THEREFORE, I, Leatta Dahlhoff, Mayor of the City of Tumwater, do hereby proclaim the month of

February 2026
Black History Month

and, I call upon the people of the City of Tumwater to celebrate the contributions of African Americans that are central to society, including civic, economic, professional, medical, scientific, military, and artistic excellence;

Signed in the City of Tumwater, Washington, and recognized on this 17th day of February in the year two thousand twenty-six.



Leatta L Dahlhoff

Leatta Dahlhoff
Mayor

MEETING MINUTES

TUMWATER CITY COUNCIL WORK SESSION
January 27, 2026



CONVENE: 6:00 p.m.

PRESENT: Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Joan Cathey, Angela Jefferson, Meghan Sullivan, Eileen Swarhout, Kelly Von Holtz and Brandon Weedon

Staff: City Administrator Paul Simmons, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Community Development Director Brad Medrud, Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Communication Director Jason Wettstein, Water Resources & Sustainability Director Dan Smith, Acting Police Chief Carlos Quiles, Jr., and Deputy City Clerk Tracie Core

Others: Affordable Housing Program Specialist Sharif Hocine, Affordable Housing Program Manager Alex Persse and Senior Program Manager Tom Webster with Thurston County

2026 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM: Assistant City Administrator Adams introduced Program Manager Persse, Program Specialist Hocine and Senior Program Manager Webster from Thurston County who provided information on the Community Development Block Grant Program that provides annual grants to states, cities and counties by providing a suitable living environment and expanding economic opportunities for low-and moderate-income persons. Council members asked clarifying questions throughout the presentation.

SALISH LANDING COUNTY AMENDMENT LETTER: Director Medrud presented on the Salish Landing County Amendment Letter covering background, maps and an approximate timeline. He requested the item be placed on the February 3, 2026, Council meeting on the consideration

calendar. Council members asked questions and requested a modified presentation with more detailed maps and timeline information for the February 3rd meeting.

**MAYOR/CITY
ADMINISTRATOR'S
REPORT:**

Administrator Simmons shared he attended City Action Days last month with Mayor Dahlhoff, Councilmembers Swarthout and Von Holtz, Assistant City Administrator Adams and Community Development Director Medrud hosted by the Association of Washington Cities.

Mayor Dahlhoff gave no report.

ADJOURNMENT:

With there being no further business, Mayor Dahlhoff adjourned the meeting at 7:38 p.m.

Tracie Core, Deputy City Clerk

TO: City Council
 FROM: Doug Sampson, Accounting Technician
 DATE: February 17, 2026
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- January 30, 2026, payment of Eden vouchers 174834 to 174838 in the amount of \$1,076.21; payment of Enterprise vouchers 189109 to 189174 in the amount of \$880,756.09 and electronic payments 906701 to 906724 in the amount of \$292,623.15
- February 06, 2026, payment of Eden vouchers 174839 to 174849 in the amount of \$2,190.55; payment of Enterprise vouchers 189175 to 189224 in the amount of \$283,021.64 and electronic payments 906725 to 906755 in the amount of \$1,098,284.12

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available upon request from the Deputy Finance Director. The most significant payments* were:

Vendor		
Association of Washington Cities	50,669.00	2026 AWC work comp/drug consortium
Association of Washington Cities	23,548.00	2026 AWC City Membership
Employment Security Department	71,726.36	4 th QTR 2025 PFML
Employment Security Department	26,888.25	4 th QTR 2025 WALTC
Olympia Tumwater Foundation	45,000.00	Historical services for QTR 1-3, 2025
Thurs Co Auditor	25,075.90	2025 General Election Services
Thurs Co Auditor	38,305.82	2025 Voter Registration Billing
Thurston County	22,358.72	RHC1406 taxes per ILA (State Q2-2025)
Tumwater School District	215,978.00	June 2025 thru December 2025 impact fees
WA ST Dept of L&I	209,558.18	2025 4 th QTR L&I
Central Square Tech, LLC	211,547.41	RMS maint fee 1/1/26 – 12/31/26
Core & Main LP	69,725.32	200 R900l mtr reg w/ 6' antenna inventory
Clary Longview, LLC	54,221.81	2026 Ford Police Utility 26-378

Vendor		
Lakeside Industries	24,802.00	PE#6 2025 Pavement
LOTT Wastewater Alliance	645,955.84	Jan 2026 LOTT Collections
SHI International CORP	27,078.19	Smarsh renewal 2026
Tyler Technologies, Inc	277,573.99	Application Services 11/1/25 – 10/31/26

* Includes vouchers in excess of \$20,000, excluding routine utility payments.

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- 3) Policy Support:
- Strategic Priorities & Goals 2026-2032: Tumwater Excellence – Be good stewards of public funds by following sustainable financial strategies.

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- 4) Alternatives:
- Ratify the vouchers as proposed.
 - Develop an alternative voucher review and approval process.

-
- 5) Fiscal Notes:
The vouchers are for appropriated expenditures in the respective funds and departments.

-
- 6) Attachments:
- A. Exhibit A – Payment of Vouchers – Review and Approval
 - B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

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 and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 189109 through 189174 in the amount of \$880,756.09

Electronic payment Nos 906701 through 906724 in the amount of \$292,623.15

Wire payments in the amount of \$0

Eden

Voucher/Check Nos 174834 through 174838 in the amount of \$1,076.21

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 01/30/2026

EXHIBIT "B"

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 and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Enterprise ERP

Voucher/Check Nos 189175 through 189224 in the amount of \$283,021.64

Electronic payment Nos 906725 through 906755 in the amount of \$1,098,284.12

Wire payments in the amount of \$0

Eden

Voucher/Check Nos 174839 through 174849 in the amount of \$2,190.55 (checks will be voided, Eden still has the previous mayor signature on the checks)

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 02/06/2026

TO: City Council
 FROM: Brian Hurley, Fire Chief
 DATE: February 17, 2026
 SUBJECT: Interlocal Agreement with Thurston County for Emergency Management

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement with Thurston County for Emergency Management Services.

The agreement was recommended for approval on the consent calendar at the February 10, 2026, Public Health and Safety Committee meeting.

2) Background:

The City maintains an Emergency Management program and has an approved Comprehensive Emergency Management Plan. The City Administrator and Fire Chief lead the program with the support of the City Emergency Management Committee. In order to be prepared to respond to all phases of a disaster, the City must maintain up-to-date plans and have regular training and exercises for staff. As the City has grown, it has been identified that additional support is needed to have an effective Emergency Management program. The City has explored partnership opportunities and this proposal is a partnership with Thurston County Emergency Management for support with planning, training, exercises and support during response to emergency disaster events.

3) Policy Support:

- Strategic Priorities and Goals 2026-2032:
 - 2026 Focus Area Action Item: Explore and implement partnerships to improve efficiency of emergency service delivery.
-

4) Alternatives:

Do not authorize

5) Fiscal Notes:

2026 contract amount \$80,000. Funds allocated in current biennial budget

6) Attachments:

A. Interlocal Agreement Between Thurston County and the City of Tumwater for Emergency Management Services

**INTERLOCAL AGREEMENT BETWEEN
THURSTON COUNTY AND THE CITY OF TUMWATER
FOR
EMERGENCY MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into by and between THURSTON COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the CITY OF TUMWATER, a municipal corporation of the State of Washington (hereinafter referred to as "City"), each a "Party," and together referred to as "Parties."

WHEREAS, County has established a Comprehensive Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington and Chapter 118-30 of the Washington Administrative Code; and

WHEREAS, County and City believe it to be in the best interests of their residents that County and City share and coordinate services in the event of an emergency situation;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Term. The duration of this agreement shall be five (5) years commencing at 12:01 am on January 1, 2026, and terminating at midnight on December 31, 2030. This agreement shall automatically renew for successive five (5) year terms unless either party provides written notice of termination pursuant to section 7 or intent not to renew at least ninety (90) days prior to the expiration of the then current term. The parties agree to review the terms of this agreement on an annual basis.

3. Definitions. As used in this agreement, the following definitions will apply.

- A. "Emergency management" or "comprehensive emergency management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergencies and disasters, and to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress. However, "emergency management" or "comprehensive emergency management" does not mean

preparation for emergency evacuation or relocation of residents in anticipation of nuclear attack.

4. Services. The Parties acknowledge and understand that this Agreement is for services only, and shall not constitute a joint emergency management organization as described in RCW 38.52.070.

The COUNTY shall, and as required by Chapter 38.52 RCW, perform and coordinate the applicable services for emergency management, the Thurston County Comprehensive Emergency Management Plan (CEMP), as adopted and approved by resolution of the Thurston County Board of Commissioners, and Appendix "A" of this document to meet the Emergency Management functions for the CITY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

The CITY shall, and as required by Chapter 38.52 RCW, participate, perform and coordinate the applicable services for emergency management with the County, the adopted and approved Thurston County Comprehensive Emergency Management Plan (CEMP) and Appendix "B" of this document to meet the Emergency Management functions to the COUNTY. The deliverables of this agreement shall provide the scope of deliverables in accordance with Chapter 38.52 RCW.

5. Relationship of the Parties. The employees or agency of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended unless specifically set forth herein. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

6. Compensation. The City agrees to compensate the County for emergency management services in the base amount of Eighty Thousand Dollars (\$80,000.00) per year. The compensation amount shall be reviewed annually. The annual fee may be adjusted based on the lesser of: (1) the percentage change in the CPI-U for the Seattle/Bremerton region, or (2) the County's documented increase in personnel or operating costs associated with providing emergency management services. The County shall provide the City with written notice of any proposed cost adjustment by November 30 of each year, and any approved adjustment shall take effect January 1 of the following calendar year. If the parties are unable to reach agreement on a proposed adjustment by January 31, the existing compensation rate shall continue in effect until an agreement is reached or the Agreement is terminated.

7. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other Party.

8. Notices. All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three (3) days after mailing if mailed by first class, postage pre-paid and addressed to the

party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

If to Thurston County:	If to City of Tumwater:
Thurston County Department of Emergency Management c/o Emergency Management Manager 9521 Tilley Rd SW Olympia, WA 98512	City of Tumwater c/o City Administrator 555 Israel Rd. SW Tumwater, WA 98501

9. Indemnification. The County agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the County's performance of the Agreement, except for injuries and damages caused by the sole negligence of the City.

The City agrees to defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the City's performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

10. General. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

11. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/.080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in Chapter 38.52 RCW,

12. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

13. Interpretation and Venue. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation may be brought in the Superior Court of Thurston County,

Washington or, if brought by or against the County, the superior court of either of the two nearest judicial districts pursuant to RCW 36.01.050.

14. Filing. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

THURSTON COUNTY
BOARD OF COMMISSIONERS

CITY OF TUMWATER

Ben Miller-Todd, Director
Thurston County Emergency Services

Leatta Dahlhoff, Mayor

Date

Date

ATTEST:

Melody Valiant, City Clerk

Date

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

Karen Horowitz, Deputy Prosecuting Attorney

Karen Kirkpatrick, City Attorney

Date

Date

Appendix A

Emergency Management Services – Deliverables to City

Preparedness and Prevention Support

- Maintain the Thurston County Comprehensive Emergency Management Plan (CEMP)
- Provide guidance, training, and tools in adoption of the County CEMP as the agencies base CEMP.
- Support the city in developing their CEMP.
- Provide guidance, training, and tools in development of Continuity of Operations Plan (COOP) and Continuity of Government Plan (COG).
- Provide emergency management overview and training as needed for leaders, elected officials and agency liaisons. Coordinate and support training opportunities for identified agency needs related to emergency management and NIMS.
- Provide outreach at community events.

Mitigation Support

- Facilitate Hazard Mitigation Plan coordination, development, and review.
- Provide guidance, training, and tools in development of a Threat Hazard Identification Risk Assessment (THIRA) and County Emergency Preparedness Review (CEPR); and subsequent regular reviews.

Response Support

- Provide access to and support from our 24-hour Duty Officer.
- Activate and manage the Thurston County Emergency Coordination Center (ECC) as necessary or in support of activations either by plan or City request.
- Support coordination of multi-agency response to emergency incident(s).
- Provide alert, warning, and emergency public information (methods include, Thurston County Alerts, EAS, WEA, social media, and traditional media)
- Coordinate a Joint Information System to support local agency for crisis communications related to an incident(s) or emergency.
- Facilitate and coordinate Multi-Agency Coordination Group for multi-jurisdictional incidents, emergencies or impacts resulting there from.
- Establish and maintain situational awareness.
- Provide logistical support, as required.

Recovery Support

- Facilitate and collect (as needed) disaster damage assessments for individuals and businesses.
- Provide communication and assistance (as needed) for Public Assistance programs in the event of declared disaster.
- Coordinate and support recovery efforts as needed.

Appendix B

Emergency Management Services – Deliverables to County

Preparedness and Prevention Support

- The City will, in accordance with 38.52.070, appoint a director or designee for their Emergency Management organization to serve as the point of contact to Thurston County Emergency Management.
- The City will designate a representative to the Thurston County Emergency Management Council and regularly attend meetings.
- The City will participate in the development and maintenance of plans defined within the agreement.
- The City will identify a primary and alternate point of contact for each planning effort to facilitate in the development of comprehensive emergency management plan, hazard mitigation plan and other plans as applicable.
- The City will manage all pass-through grants received by the City from the County in accordance with grant funding requirements.

Mitigation Support

- Provides and conducts, in conjunction with the County, an assessment identifying the potential hazards and vulnerabilities specific to the city.

Response Support

- The City will participate and coordinate with the County during response activities, providing up to date information as it becomes available to maintain situational awareness of emergencies.
- The City will provide a representative or liaison(s), as required during emergencies, to the Thurston County ECC or Multi-Agency Coordinating Group to coordinate response and recovery activities.
- The City will coordinate and identify any potential volunteers with the County to ensure they are covered by the Washington State Emergency Workers Program.
- The City acknowledges that using volunteer (as groups or individuals) for activities outside the scope of their intended purpose and/or training places them outside the scope of RCW 38.52.180, Chapter 118-04 WAC and the agreement. These volunteers cannot be afforded protection under the Washington State Emergency Workers program; therefore, if the City desires to expand the use of volunteers beyond the scope established by the County and this Agreement may require the City to provide coverage in accordance with L&I Industrial Insurance/Workman's Compensation regulations.
- The City will maintain compliance with the National Incident Management System (NIMS) for all emergency management or response activities.

Recovery Support

- In coordination with Thurston County, the City will collect (as needed) disaster damage assessments for individuals and businesses
- Amplify communication and assistance (as needed) for Public Assistance programs in the event of declared disaster.
- Coordinate and support recovery efforts as needed.

TO: City Council
 FROM: Sharon Lumbantobing, Deputy Community Development Director
 DATE: February 17, 2026
 SUBJECT: Preliminary Docket for 2026 Comprehensive Plan Text Amendments

1) Recommended Action:

Adopt the 2026 Preliminary Docket of Comprehensive Plan text amendments.

The 2026 Preliminary Docket of Comprehensive Plan Text Amendments was recommended for adoption on the consent calendar by the General Government Committee at their February 11, 2026, meeting.

2) Background:

Amendments to the City’s Comprehensive Plan may be proposed by the City Council, Planning Commission, property owners, or City staff. Amendments to the City’s Comprehensive Plan, including map and text amendments and any related rezones, are considered only once per calendar year through the City’s annual docket process, pursuant to RCW 36.70A.130 and TMC 18.60.025(A)(2).

City-sponsored proposed amendments were identified through the City’s annual work-planning process and included in the 2026 Long-Range Planning Work Program, which was approved by City Council on January 20, 2026.

As required by TMC 18.60.025(A), proposed Comprehensive Plan amendments are compiled into a Preliminary Docket for review by the Planning Commission. The Planning Commission forwarded a recommendation on the Preliminary Docket to City Council.

The 2026 Preliminary Docket includes three City-sponsored Comprehensive Plan amendments:

- Update the Economic Development Plan
- Update the Parks, Recreation, and Open Space Plan
- Updates to the Thurston County Joint Plan and related development codes

A Planning Commission work session on the Preliminary Docket was held January 27, 2026, to review the proposed docket and forwarded a recommendation of approval to the City Council. The General Government Committee discussed the recommendation at their February 11, 2026, meeting and placed the item on the Council’s consent calendar.

The Planning Commission is scheduled to begin consideration of the Final Docket of Comprehensive Plan amendments in the fall of 2026, consistent with the City’s annual update cycle.

3) Policy Support:

Comprehensive Plan Economic Development Plan Policy 1.B.3. Review the Economic

Development Plan on a regular basis to ensure that it continues to work with other City strategic priorities, plans, and regulations.

Comprehensive Plan Parks Recreation and Open Space Plan Goal 1. Create effective and efficient methods of acquiring, developing, operating and maintaining parks and recreation facilities, services, and programs that equitably distribute costs and benefits to public and private interests.

Comprehensive Plan Joint Plan Goal 1. Ensure that the Joint Plan Land Use Element is implementable and coordinated with all applicable City of Tumwater and Thurston County plans and regulations and the plans of other jurisdictions in the Thurston region.

4) Alternatives:

None.

5) Fiscal Notes:

Internally funded long range planning work program item.

6) Attachments:

A. 2026 Preliminary Docket Table

2026 Preliminary Docket – Comprehensive Plan Map and Text Amendments

2026 City Sponsored Comprehensive Plan Text Amendments

#	Text Amendments	Proposed By	Description	Status/Staff Comments
1	Economic Development Plan	City Staff	<ul style="list-style-type: none"> Periodic update of the Economic Development Plan 	<ul style="list-style-type: none"> Support the Executive Department's update of the 2019 Economic Development Plan This is part of the approved 2026 Long Range Planning Work Program.
2	Parks Recreation and Open Space Plan	City Staff	<ul style="list-style-type: none"> Periodic update of the Parks Recreation and Open Space Plan 	<ul style="list-style-type: none"> Support the Parks, Recreation, and Facilities Department to update the 2008 Parks, Recreation, and Open Space Plan that was last amended in 2016. This is part of the approved 2026 Long Range Planning Work Program.
3	Thurston County Joint Plan Update and Development Code	City Staff	<ul style="list-style-type: none"> Work with Thurston County to update the Joint Plan that guides how land use, services, and growth are managed within Tumwater's Urban Growth Area. 	<ul style="list-style-type: none"> Update Tumwater Thurston County Joint Plan and Development Code Update. This is part of the approved 2026 Long Range Planning Work Program.

Proposed 2026 Comprehensive Plan Amendment Schedule (Note dates subject to change)

2026 Preliminary Docket

- January 27, 2026 – Planning Commission briefing
- February 11, 2026 – General Government Committee briefing
- February 17, 2026 – City Council consent

2026 Final Docket

- September 2026 – Submit Notice of Intent to Commerce
- September 2026 – SEPA Review
- October 27, 2026 – Planning Commission briefing
- November 10, 2026 – Planning Commission work session
- November 24, 2026 – Planning Commission hearing
- December 9, 2026 – General Government Committee briefing
- December 15, 2026 – City Council consideration

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: February 17, 2026
SUBJECT: Reappointment of Michael Jackson to the Tree Board

1) Recommended Action:

Make a motion to confirm Mayor Dahlhoff’s reappointment of Michael Jackson to the Tree Board.

2) Background:

Michael has contributed his time and expertise to the Tree Board and has volunteered to serve an additional term. Upon Council confirmation, Michael’s new 3-year terms will expire March 1, 2029.

3) Policy Support:

Vision | Mission | Values

Partnership | We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

4) Alternatives:

- Confirm the reappointment
 - Do not confirm the reappointment
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

- A. Supplemental documents

ROAD S.W.
TUMWATER, WA 98501

06/754-5853
INFORMATION

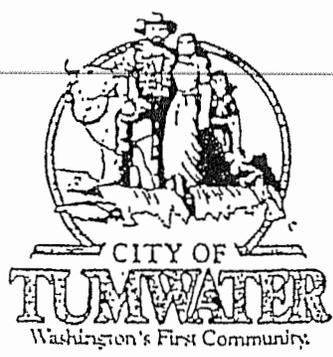
06/754-4126
ACCOUNTS

06/754-4120
CITY COUNCIL
CITY ADMINISTRATOR

06/754-4121
CITY ATTORNEY
HUMAN RESOURCES

06/754-4130
FINANCE DEPARTMENT
BUSINESS LICENSES

06/754-4133
UTILITIES



20
EN
2
PUBLIC WORK
OPERATION
MAINTENANCE
206/754-416
COMMUNITY DEVELOPMENT
PLANNING
PARKS & RECREATION
BUILDING & GROUND
206/754-418
DEVELOPMENT SERVICE
ZONING
INSPECTION
DEVELOPMENT ENGINEERING
206/754-417
FIRE DEPARTMENT
206/754-419
MUNICIPAL COURT
206/754-420
POLICE DEPARTMENT

February 23, 1996

Michael Jackson



Dear Mr. Jackson:

I am pleased to appoint you to the City of Tumwater's Tree Board. Your term will be for 3 years. This board will have the important task of making recommendations to the City Council on a number of tree related topics, including drafting and periodically revising a comprehensive tree plan, revising the tree protection ordinance as necessary, and other tasks as assigned by the City Council regarding the urban forest in Tumwater. For your information, I have attached a list of committee members. Michael Matlock and Tom Mark from the Tumwater Policy and Planning Department will be the primary staff people working with you on this project.

You will be contacted soon by City staff to determine the most convenient meeting times for committee members. Tumwater City Hall is available as a meeting location. While the board may set its own meeting schedule, it is expected that meetings would take place approximately once per month.

Thank you for your willingness to contribute your valuable time and ideas to this board. I look forward to the board's recommendations. If you have any questions, please feel free to call Michael Matlock at 754-4160.

Sincerely,

RALPH C. OSGOOD
Mayor

c: Michael Matlock
Tom Mark

TREE BOARD CANDIDATES

1. Galen Wright Certified Arborist, Certified Forester
2. Michael Jackson Professional Forester
3. Joel Ross Local Developer
4. Frank Chestnut Citizen, active with ZORC
5. Paul Marchant Interested Citizen
6. Josie Young Interested Citizen
7. Cheryl - Lee Alvarez Interested Citizen

TO: City Council
 FROM: Paul Simmons, City Administrator
 DATE: February 17, 2026
 SUBJECT: 2026 City Council Meeting Schedule and Summer Recess

1) Recommended Action:

Approve the 2026 City Council Regular Meeting Schedule and Summer Recess.

2) Background:

Council Rules Section 3.2 states, *“Regular Meetings which fall on a primary or general election day may be moved to the Monday immediately prior, at the discretion of the Mayor.”* Additionally, Council Rules Section 3.3 states, *“The Council will generally not schedule Regular Meetings and committee meetings during a two-week period in August of each year.”*

Determining these two items early in the calendar year creates greater transparency and predictability for the public wishing to attend City Council Regular meetings. It also allows staff to adjust project milestones and deadlines according to available meeting dates and vacation scheduling by elected officials and City staff.

The proposed 2026 schedule includes the following:

- Cancelling the March 10th Work Session after the Council retreat that will be held the weekend before.
 - Cancelling the April 7th Council meeting and April 8th General Government Committee meeting due to spring break for several staff.
 - Cancelling the June 23rd Work Session and June 26th Budget & Finance Committee due to the AWC Conference week when the Mayor and several Councilmembers will be in attendance. The Budget & Finance Committee meeting will be rescheduled to the week before.
 - Schedule a joint City Council - Planning Commission Urban Forestry Amendment Ordinance study tour on July 28th in place of the regular Work Session.
 - Establishing the summer recess for the first two weeks in August from August 1st – 15th
 - Moving the November 4th regular Council meeting to Monday November 3rd due to the election
 - Cancelling the November 11th General Government Committee as it falls on a holiday.
 - Cancelling November 27th and December 25th Budget & Finance Committee as they fall on holidays.
 - Cancelling the December 22nd Work Session to take a recess in the last half of December from December 16-31st due to the holidays.
-

3) Policy Support:

VISION | MISSION | VALUES

Our Mission:

We work in partnership with our community to provide essential service, protect our environment, grow our economy, and to support a connected, inclusive social fabric where everyone belongs.

4) Alternatives:

- Modify the schedule as authorized by Council Rules.

5) Fiscal Notes:

There is no fiscal impact determining the meeting schedule and summer / winter recess.

6) Attachments:

None.

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: February 17, 2026
SUBJECT: Position Requests

1) Recommended Action:

Authorize the Mayor to approve the creation of a Payroll Technician position and add an Executive Assistant position (Police), increasing the number of FTE's at the City of Tumwater from 275 to 277 as of March 1, 2026.

2) Background:

Payroll administration is one of the City's most critical operational functions. The City currently relies on a single Payroll Officer to process payroll for all employees, maintain compliance with federal and state regulations, administer complex benefit and retirement deductions, and implement negotiated labor agreement provisions. This structure presents significant operational risk in the event of extended leave, unexpected absence, turnover, or increased workload demands. Over the past several years, payroll complexity has increased substantially due to growth in staffing, expanded reporting and compliance requirements, implementation of new payroll and timekeeping systems, and specialized payroll provisions for police and fire bargaining units, including premium pay, specialty assignments, and overtime calculations. The absence of a trained backup creates vulnerability for the City's ability to process timely and accurate payroll. Establishing a Payroll Technician position will ensure continuity, accuracy, and compliance in payroll operations.

The Police Department has experienced continued growth in operational demands, administrative complexity, and regulatory compliance requirements. Executive administrative support responsibilities have expanded significantly and are currently dispersed among command staff. Currently, the department does not have a position dedicated exclusively to executive administrative support for its leadership. This gap has created inefficiencies, delayed administrative processes, and increased workload pressures on command staff and existing employees whose primary duties are operational, supervisory, or technical in nature. A dedicated Executive Assistant will allow command staff to focus on strategic leadership, operational readiness, and community safety priorities by providing necessary support.

3) Policy Support:

2026-2032 Strategic Priorities & Goals

Tumwater Excellence – Refine and sustain a great organization.

Health and Safety – Provide and sustain quality public safety services.

4) Alternatives:

Do not approve position requests

5) Fiscal Notes:

Payroll Technician – Grade 26, \$6,259-\$8,387/month
Executive Assistant (Police) – Grade 27, \$6,571-\$8,807/month

6) Attachments:

- A. 2026 Classification and Pay Schedule
- B. 2026 Non-Represented Employee Grade and Step Table

2026 Classification and Pay Schedule 2.5 COLA				
Minimum Wage: \$17.13 Hourly		Attachment A		
Number	Active Job Classes	Grade	Minimum	Maximum
101	City Administrator	44	15062	20184
102	City Attorney	42	13661	18308
103	Administrative Services Director	41	13011	17436
104	Human Resources Analyst	29	7245	9709
105	Assistant City Administrator	39	11802	15815
106	Human Resources Program Manager	35	9709	13011
107	Department Assistant III	24	5676	7608
108	Department Assistant II	22	5149	6900
109	Department Assistant I	21	4904	6571
110	Senior Human Resources Analyst	30	7608	10195
111	Assistant City Attorney	35	9709	13011
112	Administrative Assistant	25	5960	7988
113	Executive Assistant	27	6571	8807
114	Management Analyst	29	7245	9709
115	Finance Director	41	13011	17436
116	Deputy Finance Director	37	10704	14345
117	City Clerk	31	7988	10704
118	Accountant	29	7245	9709
119	Payroll Officer	28	6900	9247
120	Accounting/Utility Billing Supervisor	31	7988	10704
121	Accounting Assistant I	22	5149	6900
122	Deputy City Clerk	27	6571	8807
124	Accounting Technician	24	5676	7608
126	Human Resources Specialist	27	6571	8807
132	Volunteer Coordinator	25	5960	7988
133	Police Administrative Manager	36	10195	13661
140	Police Services Specialist I	25	5960	7988
141	Police Services Specialist II	28	6900	9247
142	Communications Director	41	13011	17436
143	Economic Development Coordinator	29	7245	9709
144	Senior Accountant	31	7988	10704
146	Records Clerk	22	5149	6900
148	Paralegal	27	6571	8807
149	Community Engagement Specialist	25	5960	7988
152	Accounting Assistant II	23	5406	7245
153	Assistant Planner	27	6571	8807
200	Senior Engineer	35	9709	13011
202	City Engineer	37	10704	14345
207	Deputy Water Resources & Sustainability Director	37	10704	14345
208	Water Resources Program Manager	35	9709	13011
209	Engineer III	34	9247	12391
210	Transportation & Engineering Director	41	13011	17436
211	Engineer II	32	8387	11239
212	Engineer I	30	7608	10195
213	Senior Water Resources Specialist	29	7245	9709
214	Water Resources Specialist	28	6900	9247

215	Engineering Tech IV	27	6571	8807
216	Senior Inspector	29	7245	9709
217	Engineering Tech III	26	6259	8387
218	Water Resources & Sustainability Director	41	13011	17436
219	Engineering Technician II	25	5960	7988
220	Urban Forrester	28	6900	9247
221	GIS Program Manager	31	7988	10704
222	Finance Manager	35	9709	13011
223	Deputy Transportation & Engineering Director	37	10704	14345
224	Sustainability Manager	35	9709	13011
225	Utilities Operations Manager	36	10195	13661
226	Transportation Operations Manager	36	10195	13661
227	Community Development Director	41	13011	17436
228	Deputy Community Development Director	37	10704	14345
229	Permit Manager	36	10195	13661
230	Assistant Utility Operations Manager	33	8807	11802
231	Associate Planner	29	7245	9709
234	Senior Planner	34	9247	12391
235	Planning Manager	36	10195	13661
237	Permit/Planning Technician	24	5676	7608
240	Parks and Recreation Director	41	13011	17436
241	Recreation Supervisor	31	7988	10704
242	Recreation Coordinator	25	5960	7988
243	Recreation and Marketing Specialist	25	5960	7988
244	Recreation Manager	36	10195	13661
250	Golf Operations Manager	35	9709	13011
252	Golf Course Superintendent	35	9709	13011
253	Golf Maintenance Worker I	22	5149	6900
254	Golf Maintenance Worker II	23	5406	7245
256	Golf Operations Coordinator	25	5960	7988
257	Sustainability Coordinator	29	7245	9709
258	Arts Specialist	25	5960	7988
259	GIS Analyst	28	6900	9247
316	Parks Manager	35	9709	13011
317	Facilities Manager	35	9709	13011
318	Building Maintenance Worker I	22	5149	6900
319	Parks Maintenance Worker II	23	5406	7245
320	Parks Maintenance Supervisor	29	7245	9709
321	Equipment Repair Technician	25	5960	7988
322	Building Maintenance Supervisor	29	7245	9709
323	Parks Maintenance Lead	26	6259	8387
324	Parks Maintenance Worker I	22	5149	6900
326	Building Maintenance Worker II	25	5960	7988
342	Traffic Signal and Streetlight Tech II	Per Contract		
344	Electrician II	Per Contract		
345	Fleet Technician I	Per Contract		
349	Field Crew Lead	Per Contract		
351	Maintenance Tech I	Per Contract		
352	Maintenance Tech II	Per Contract		

353	Maintenance Tech III	Per Contract		
362	Network Administrator	31	7988	10704
363	Information Technology Director	41	13011	17436
368	Applications Analyst	27	6571	8807
369	Systems Administrator II (BWC)	30	7608	10195
370	Senior Information Technology Specialist	30	7608	10195
371	ERP Implementation Manager	35	9709	13011
372	Business Applications Analyst (ERP)	28	6900	9247
373	Golf Operations Supervisor	26	6259	8387
374	Fleet Technician II	Per Contract		
401	Building and Fire Safety Official	36	10195	13661
403	Building and Fire Safety Plans Examiner	28	6900	9247
405	Building/Fire Safety Inspector	27	6571	8807
408	Environmental Field Technician	27	6571	8807
409	Police Chief	42	13661	18308
410	Deputy Police Chief	40	12391	16606
413	Police Lieutenant	Per Contract		
414	Police Sergeant	Per Contract		
415	Police Officer	Per Contract		
416	Police Evidence Technician	26	6259	8387
417	Police Strategic Advisor	31	7988	10704
418	Police Records Supervisor	29	7068	9472
431	Fire Chief	42	13661	18308
433	Deputy Fire Chief	40	12391	16606
435	Battalion Chief	Per Contract		
437	Paramedic Lieutenant	Per Contract		
438	Fire Training Lieutenant	Per Contract		
439	Fire Lieutenant	Per Contract		
440	Fire Prevention Officer I	Per Contract		
441	Paramedic Firefighter	Per Contract		
442	Firefighter	Per Contract		
444	Medical Services Officer and BC	Per Contract		
445	Fire Prevention Officer II	Per Contract		

Total FTE Count is 275 for the 2025-2026 Biennium

2026 Non-Represented Grades and Steps

Attachment B

2.5 % COLA, \$17.13 Minimum Wage

GRADES	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
18	4236	4447	4670	4904	5149	5406	5676
19	4447	4670	4904	5149	5406	5676	5960
20	4670	4904	5149	5406	5676	5960	6259
21	4904	5149	5406	5676	5960	6259	6571
22	5149	5406	5676	5960	6259	6571	6900
23	5406	5676	5960	6259	6571	6900	7245
24	5676	5960	6259	6571	6900	7245	7608
25	5960	6259	6571	6900	7245	7608	7988
26	6259	6571	6900	7245	7608	7988	8387
27	6571	6900	7245	7608	7988	8387	8807
28	6900	7245	7608	7988	8387	8807	9247
29	7245	7608	7988	8387	8807	9247	9709
30	7608	7988	8387	8807	9247	9709	10195
31	7988	8387	8807	9247	9709	10195	10704
32	8387	8807	9247	9709	10195	10704	11239
33	8807	9247	9709	10195	10704	11239	11802
34	9247	9709	10195	10704	11239	11802	12391
35	9709	10195	10704	11239	11802	12391	13011
36	10195	10704	11239	11802	12391	13011	13661
37	10704	11239	11802	12391	13011	13661	14345
38	11239	11802	12391	13011	13661	14345	15062
39	11802	12391	13011	13661	14345	15062	15815
40	12391	13011	13661	14345	15062	15815	16606
41	13011	13661	14345	15062	15815	16606	17436
42	13661	14345	15062	15815	16606	17436	18308
43	14345	15062	15815	16606	17436	18308	19223
44	15062	15815	16606	17436	18308	19223	20184
45	15815	16606	17436	18308	19223	20184	21194

TO: City Council
 FROM: Chuck Denney, Parks and Recreation Director
 DATE: February 17, 2026
 SUBJECT: Real Estate Purchase and Sale Agreement for 4315 Tumwater Valley Drive

1) Recommended Action:

Authorize the purchase of the building and property at 4315 Tumwater Valley Drive.

2) Background:

The Parks and Recreation Department offices are currently located in a leased building near the Olympia Regional Airport. The office space supports administration, marketing, recreation, volunteer and arts staff.

Acquisition of property at 4315 Tumwater Valley Drive will provide the City with permanent, publicly owned office space for the department. The building was originally built in 1988 by the Olympia Brewery (Pabst) as a corporate meeting space and hotel. Over the last decade, it has been used as a private daycare and school. The building is approximately 6,000 sq/ft in size and includes property totaling 1.8 acres. This will accommodate existing Parks and Recreation staff and provide office space for future staffing additions. The building design also provides space for community meetings/classes and events programmed by the department. The location is near the City's golf course, brewery properties and the future Deschutes Valley Trail.

The building is in very good condition, and the acquisition financing includes funds to upgrade office spaces, landscaping, internet connections and public access.

3) Policy Support:

Mission, Vision & Values

- Learning - We learn from experience, embrace innovation, and seek new ways to enhance City services and strengthen our community.
 - Excellence - With excellence, integrity, and efficiency, we deliver timely and responsive City services —empowering staff, stewarding public resources, and fostering civic trust.
-

4) Alternatives:

- Do not approve the purchase.
 - Some other course of action
-

5) Fiscal Notes:

\$1,850,500 using Park Impact Fees, MPD funding and General Fund.

6) Attachments:

A. Real Estate Purchase and Sale Agreement for 4315 Tumwater Valley Drive

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Form: PS_1A Purchase & Sale Agreement Rev. 9/2024 Page 1 of 17

COMMERCIAL & INVESTMENT REAL ESTATE PURCHASE & SALE AGREEMENT

SB 02/02/26

SPECIFIC TERMS

Reference Date: ~~January 27, 2026~~ FEBRUARY 3, 2024
2/3/2024

Offer Expiration Date: ~~1/27/2026~~ 5:00pm (the third day after Reference Date, if not completed)

1. PROPERTY: The Property is legally described on Exhibit A. Address: 4315 Tumwater Valley Dr. City of Tumwater, Thurston County, Washington. Tax Parcel No(s): 33870000100
Included Personal Property: None; If on and used in connection with the Property, per Section 26 (None, if not completed).

2. BUYER(S): City of Tumwater
a(n)

3. SELLER(S): Sieng Bonham
a(n)

4. PURCHASE PRICE: \$ 1,550,000.00 One Million Five Hundred Fifty Thousand Dollars
Payable as: Cash; Financing (attach CBA Form PS_FIN); Other:

5. EARNEST MONEY: \$ 20,000.00 Dollars; Held by: Buyer/Brokerage Firm; Closing Agent
Form of Earnest Money: Wire/Electronic Transfer; Check; Note (attach CBA Form PS_EMN); Other: 02/02/26 SB

Earnest Money Due Date: 3 days after Mutual Acceptance; days after the Feasibility Contingency Date; or

6. FEASIBILITY CONTINGENCY DATE: 2/19/2026 (30 days after Mutual Acceptance if not completed.)

7. CLOSING DATE: 02/24/26 or sooner; 20 days after CITY COUNCIL APPROVAL 02/02/26 SB

8. CLOSING AGENT: Thurston County Title

9. TITLE INSURANCE COMPANY: Thurston County Title

10. DEED: Statutory Warranty Deed; or Bargain and Sale Deed.

11. POSSESSION: on closing; Other: (on closing if not completed).

12. SELLER CITIZENSHIP (FIRPTA): Seller is; is not a foreign person for purposes of U.S. income taxation.

13. BUYER'S DEFAULT: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies.

14. SELLER'S DEFAULT: (check only one) Recover Earnest Money or Specific Enforcement; Buyer's Election of Remedies.

15. UNPAID UTILITIES: Buyer and Seller Do Not Waive (attach CBA Form UA); Waive

16. AGENCY DISCLOSURE: Buyer represented by: Buyer Broker; Buyer/Listing Broker (limited dual agent); Unrepresented
SB 02/03/26 Seller represented by: Listing Broker; Buyer/Listing Broker (limited dual agent); Unrepresented

17. BUYER BROKERAGE FIRM COMPENSATION: See Section 47.

18. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement:

- Earnest Money Promissory Note, CBA Form EMN
- Blank Promissory Note, LPB Form No. 28A
- Blank Short Form Deed of Trust, LPB Form No. 20
- Blank Deed of Trust Rider, CBA Form DTR
- Utility Charges Addendum, CBA Form UA
- FIRPTA Certification, CBA Form 22E
- Assignment and Assumption, CBA Form PS-AS
- Addendum/Amendment, CBA Form PSA

INITIALS: Buyer SD Date 1/31/26 Seller SB Date 02/02/26
Buyer _____ Date _____ Seller _____ Date _____

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Form: PS_1A
Purchase & Sale Agreement
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**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

- Back-Up Addendum, CBA Form BU-A
- Vacant Land Addendum, CBA Form VLA
- Financing Addendum, CBA Form PS_FIN
- Tenant Estoppel Certificate, CBA Form PS_TEC
- Defeasance Addendum, CBA Form PS_D
- Lead-Based Paint Disclosure, CBA Form LP-LS
- Other legal description
- Other _____

INITIALS: Buyer ND Date 1/31/24 Seller SB Date 02/02/26
 Buyer _____ Date _____ Seller _____ Date _____



COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

19. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement:

Buyer(s):

Contact: City of Tumwater
Address: 555 ISRAEL RD SW
Business Phone: 360 754 4140
Cell Phone: 360 239 6314
Fax: _____
Email: CDEWNEY@CI-TUMWATER.WA.US

Seller(s):

Contact: Sieng Bonham
Address: _____
Business Phone: _____
Cell Phone: _____
Fax: _____
Email: _____

Buyer Brokerage Firm

Name: Coldwell Banker Evergreen
Assumed Name: _____
Buyer Broker: Debbie Draper
Firm Address: 3333 Capitol Blvd S Olympia WA 98501
Firm Phone: (360) 352-7651
Broker Phone: (360) 791-3869
Firm Email: _____
Broker Email: Debbie.Draper@cbolympia.com
Fax: (360) 754-8054
CBA Office No.: 190 3368

Listing Firm

Name: _____ EXP Realty
Assumed Name: _____
Listing Broker: Julie Salazar
Firm Address: _____
Firm Phone: _____
Broker Phone: 206 915-8911
Firm Email: _____
Broker Email: JulieS@johnshouse.com
Fax: _____
CBA Office No.: _____

Copy of Notices to Buyer to:

Name: _____
Company: _____
Address: _____
Business Phone: _____
Fax: _____
Cell Phone: _____
Email: _____

Copy of Notices to Seller to:

Name: _____
Company: _____
Address: _____
Business Phone: _____
Fax: _____
Cell Phone: _____
Email: _____

INITIALS: Buyer JD Date 1/31/26 Seller SB Date 02/02/26

Buyer _____ Date _____ Seller _____ Date _____



**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

GENERAL TERMS

20. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell the commercial real estate identified in Section 1 as the Property and all improvements thereon. Unless expressly provided otherwise in this Agreement or its Addenda, the Property shall include (i) all of Seller's rights, title and interest in the Property, (ii) all easements and rights appurtenant to the Property, (iii) all buildings, fixtures, and improvements on the Property, ~~(iv) all unexpired leases and subleases,~~ and (v) all included personal property.

SB 02/02/26 [Signature]

21. **Acceptance; Counteroffers.** If this offer is not timely accepted, it shall lapse and the Earnest Money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the ____ day (if not filled in, the second day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the Earnest Money shall be refunded to Buyer. No acceptance, offer or counteroffer from Buyer is effective until a signed copy is received by Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from Seller is effective until a signed copy is received by Buyer, the Buyer Broker or the licensed office of the Buyer Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to that party and shall be effective when received by that party.

22. **Earnest Money.** Buyer Broker and Buyer Brokerage Firm are authorized to transfer Earnest Money to Closing Agent as necessary. Buyer Brokerage Firm shall deposit any check to be held by Buyer Brokerage Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. If the Earnest Money is to be held by Buyer Brokerage Firm and is over \$10,000, it shall be deposited to: the Buyer Brokerage Firm's pooled trust account (with interest paid to the State Treasurer); or a separate interest bearing trust account in Buyer Brokerage Firm's name, provided that Buyer completes an IRS Form W-9 (if not completed, separate interest bearing trust account). The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the Earnest Money is entitled to interest. Unless otherwise provided in this Agreement, the Earnest Money shall be applicable to the Purchase Price.

23. Title Insurance.

a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Buyer Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance from the Title Insurance Company. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer. If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.

INITIALS: Buyer JD Date 1/31/20 Seller SB Date 02/02/26
Buyer _____ Date _____ Seller _____ Date _____



**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (a) _____ days (20 days if not completed) after receipt of the preliminary commitment for title insurance; or (b) the Feasibility Contingency Date. This Agreement shall terminate and Buyer shall receive a refund of the Earnest Money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections Seller shall give notice, in writing, of its intent to remove all objectionable provisions before Closing. If Seller fails to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the Earnest Money, less any costs advanced or committed for Buyer, unless Buyer notifies Seller within three (3) days that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within three (3) days of receipt of the supplemental report by Buyer and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The Closing Date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided, however, that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall reasonably cooperate with Buyer and the title company to clear objectionable title matters and shall provide an affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

c. **Title Policy.** At Closing, Buyer shall receive an ALTA Form 2006 Owner's Policy of Title Insurance with standard or extended coverage (as specified by Buyer) dated as of the Closing Date in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions ("Title Policy"); provided that Buyer acknowledges that obtaining extended coverage may be conditioned on the Title Company's receipt of a satisfactory survey paid for by Buyer. If Buyer elects extended coverage, then Seller shall execute and deliver to the Title Company on or before Closing the such affidavits and other documents as the Title Company reasonably and customarily requires to issue extended coverage.

24. **Feasibility Contingency.** Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction, in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's Intended purpose. This Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice that the Feasibility Contingency is satisfied to Seller before 5:00pm on the Feasibility Contingency Date. If such notice is timely given, the feasibility contingency shall be deemed to be satisfied and Buyer

INITIALS: Buyer JD Date 1/31/24 Seller SB Date 02/02/26
Buyer _____ Date _____ Seller _____ Date _____



COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

shall be deemed to have accepted and waived any objection regarding any aspects of the Property as they exist on the Feasibility Contingency Date.

BUYER WILL NOT ACCEPT ANY LEASES OR VENDOR CONTRACTS. SELLER IS SOLELY RESPONSIBLE FOR TERMINATING ALL LEASES AND VENDOR CONTRACTS AND MAKING PAYMENTS OR PENALTIES RESULTING FROM SUCH TERMINATION.

a. **Books, Records, Leases, Agreements.** Within _____ days (3 days if not filled in) Seller shall deliver to Buyer or post in an online database maintained by Seller or Listing Broker, to which Buyer has been given unlimited access, true, correct and complete copies of all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including the following: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records, accounting records and audit reports for the last three years and year to date; any existing environmental reports; any existing surveys; any existing inspection reports; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine by the Feasibility Contingency Date: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Any information provided or to be provided by Seller with respect to the Property is solely for Buyer's convenience and Seller has not made any independent investigation or verification of such information (other than that the documents are true, correct, and complete, as stated above) and makes no representations as to the accuracy or completeness of such information, except to the extent expressly provided otherwise in this Agreement. Seller shall transfer the Vendor Contracts as provided in Section 26.

b. **Access.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to inspection. Buyer shall

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be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents, which obligation shall survive closing. Buyer may continue to enter the Property in accordance with the terms and conditions set forth in this Section 24 after removal or satisfaction of the Feasibility Contingency only for the purpose of leasing or to satisfy conditions of financing.

- c. (check if applicable) **Access Insurance.** Notwithstanding anything in this Section 24 to the contrary, prior to entering the Property and while conducting any inspections pursuant to subsection (b) above, Buyer shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than \$2,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or inspections of the Property that lists Seller and Tenant as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and any applicable agents or representatives evidencing such required insurance.
- d. Buyer waives, to the fullest extent permissible by law, the right to receive a seller disclosure statement (e.g. "Form 17") if required by RCW 64.06 and its right to rescind this Agreement pursuant thereto. However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.

25. Conveyance. Title shall be conveyed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the deed shall include a contract vendee's assignment sufficient to convey after-acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 26(b) and all intangible property transferred pursuant to Section 26(b).

26. Personal Property.

- a. If this sale includes the personal property located on and used in connection with the Property, Seller will itemize such personal property in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance. The value assigned to any personal property shall be \$0.00 (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Buyer Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.
- b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 25 above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and

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approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

27. Seller's Underlying Financing. Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the Feasibility Contingency Date if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS_D or any different process identified in Seller's defeasance notice to Buyer.

28. Closing of Sale. Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing Date all instruments and monies required to complete the purchase in accordance with this Agreement. Upon receipt of such instruments and monies, Closing Agent shall cause the deed to be recorded and shall pay to Seller, in immediately available funds, the Purchase Price less any costs or other amounts to be paid by Seller at Closing. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller, even if they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer before the Feasibility Contingency Date that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three (3)-day closing process described in CBA Form PS_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

29. Closing Costs and Prorations. Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing Date in the form required by Section 24(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Any real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; expenses already incurred by Seller that relate to services to be provided to the Property after the Closing Date; interest; utilities; and other operating expenses shall be pro-rated as of Closing. Seller will be charged and credited for the amounts of all of the pro-rated items relating to the period up to and including 11:59 pm Pacific Time on the day preceding the Closing Date, and Buyer will be charged

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and credited for all of the pro-rated items relating to the period on and after the Closing Date. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

30. Post-Closing Adjustments, Collections, and Payments. After Closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at Closing based upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing. Any adjustment shall be made, if any, within 180 days of the Closing Date, and if a party fails to request an adjustment by notice delivered to the other party within the applicable period set forth above (such notice to specify in reasonable detail the items within the Closing Statement that such party desires to adjust and the reasons for such adjustment), then the allocations and prorations at Closing shall be binding and conclusive against such party.

31. Operations Prior to Closing. Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Contingency Date, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases for periods of 12 months or less in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without obtaining Buyer's consent, which shall not be withheld unreasonably. *SELLER SHALL TERMINATE ALL LEASES, SERVICE CONTRACTS OR OTHER AGREEMENTS*

32. Possession. Buyer shall accept possession subject to all tenancies disclosed to Buyer before the Feasibility Contingency Date. *ALL TENANCIES SHALL BE TERMINATED PRIOR TO CLOSING.* SB 02/02/26

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33. Seller's Representations. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the Feasibility Contingency, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement, and no further consent, waiver, approval or authorization is required from any person or entity to execute and perform under this Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property, are true, accurate and complete to the best of Seller's knowledge, and no other contracts or agreements exist that will be binding on Buyer after Closing; (c) Seller has not received any written notices that the Property or any business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after Closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at Closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 29 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after Closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer before the Feasibility Contingency Date; (i) There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property; (j) Seller has not granted any options nor obligated itself in any matter whatsoever to sell the Property or any portion thereof to any party other than Buyer; and (k) Neither Seller nor any of its respective partners, members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; and (l) the individual signing this Agreement on behalf of Seller represents and warrants to Buyer that he or she has the authority to act on behalf of and bind Seller. As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the representations were deemed made as of the date of such discovery, then the party discovering the

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information shall promptly notify the other party in writing and Buyer, as its sole remedy, may elect to terminate this Agreement by giving Seller notice of such termination within five (5) days after Buyer first received actual notice (with the Closing Date extended to accommodate such five (5) day period), and in such event, the Earnest Money Deposit shall be returned to Buyer. Buyer shall give notice of termination within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly discovered information such that a representation provided for above was false.

34. As-Is. Except for the express representations and warranties in this Agreement, (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, suitability for Buyer's intended use, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (c) Buyer takes the Property "AS IS" and with all faults; and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.

35. Buyer's Representations. Buyer represents that Buyer is authorized to enter into the Agreement; to buy the Property; to perform its obligations under the Agreement; and that neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer; or (b) constitute a breach of any agreement to which Buyer is a party or by which Buyer is bound. The individual signing this Agreement on behalf of Buyer represents that he or she has the authority to act on behalf of and bind Buyer.

36. Claims. Any claim or cause of action with respect to a breach of the representations and warranties set forth herein shall survive for a period of nine (9) months from the Closing Date, at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach of any representation or warranty in the aggregate in excess of the amount equal to \$250,000, except in the event of Seller's fraud or intentional misrepresentation with respect to any representation or warranty regarding the environmental condition of the Property, in which case Buyer's damages shall be unlimited.

37. Condemnation and Casualty. Seller bears all risk of loss until Closing, and thereafter Buyer bears all risk of loss. Buyer may terminate this Agreement and obtain a refund of the Earnest Money if improvements on the Property are materially damaged or if condemnation proceedings are commenced against all or a portion of the Property before Closing, to be exercised by notice to Seller within ten (10) days after Seller's notice to Buyer of the occurrence of the damage or condemnation proceedings. Damage will be considered material if the cost of repair exceeds the lesser of

CONTINGENT ON COUNCIL APPROVAL

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\$100,000 or five percent (5%) of the Purchase Price. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall not be obligated to repair any damage, and shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.

38. **FIRPTA Tax Withholding at Closing.** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

39. **Notices.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 19. A notice to Seller shall be deemed delivered only when received by Seller and Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Buyer Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 19. A notice to Buyer shall be deemed delivered only when received by Buyer and Buyer Broker, or the licensed office of Buyer Broker. Buyer Broker and Listing Broker otherwise have no responsibility to advise parties of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 19.

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~~Facsimile transmission of any notice or document shall constitute delivery.~~ E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page two of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

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40. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular

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business day. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached.

41. **Assignment.** Buyer's rights and obligations under this Agreement are not assignable without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, Buyer may assign this Agreement without the consent of Seller, but with notice to Seller, to any entity under common control and ownership of Buyer, provided no such assignment shall relieve Buyer of its obligations hereunder. If the words "and/or assigns" or similar words are used to identify Buyer in Section 2, then this Agreement may be assigned with notice to Seller but without need for Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of Seller financing.

42. **Default and Attorneys' Fees.**

a. **Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the applicable provision as identified in Section 13 shall apply:

- i. **Forfeiture of Earnest Money.** Seller may terminate this Agreement and keep that portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at its option, (a) terminate this Agreement and keep that portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then the applicable provision as identified in Section 14 shall apply:

- i. **Recover Earnest Money or Specific Enforcement.** As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all Earnest Money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the Closing Date or from the date Seller has provided notice to Buyer that Seller will not proceed with closing, whichever is earlier.
- ii. **Buyer's Election of Remedies.** Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.

c. Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. The venue of any

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suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the State of Washington without regard to its principles of conflicts of laws.

43. Miscellaneous Provisions.

- a. **Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement, and no modification of this Agreement shall be effective unless agreed in writing and signed by the parties.
- b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.
- c. **Electronic Delivery and Signatures.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents. The parties acknowledge that a signature in electronic form has the same legal effect as a handwritten signature.
- d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding this provision, no party shall be obligated to extend closing as part of its agreement to facilitate completion of a like-kind exchanged. In addition, notwithstanding Section 41 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

44. Information Transfer. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans, studies, reports, inspections, appraisals, surveys, drawings, permits, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

45. Confidentiality. Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party. IN COMPLIANCE WITH STATE LAW SB 02/02/26

46. Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Brokerage Firm's Branch Manager (if any) and any of Buyer Brokerage's Firm's Managing Brokers who supervise Buyer Broker represent the same party that Buyer Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and any of Listing Firm's Managing Brokers who supervise Listing Broker represent the same party

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that the Listing Broker represents. All parties acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington."

47. Buyer Broker's Compensation Disclosure.

a. Compensation from Seller. The compensation offered and paid to Buyer Brokerage Firm by Seller for providing buyer brokerage services to Buyer related to the Property is:

1.5%

Offered: ~~2.5~~ % of purchase price; Paid: _____% of purchase price

Offered: \$ _____; Paid: \$ _____

Offered: Other: _____; Paid: Other: _____

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b. Compensation from Listing Firm. The compensation offered and paid to Buyer Brokerage Firm by the Listing Firm for providing buyer brokerage services to Buyer related to the Property is:

Offered: 2.5 % of purchase price; Paid: _____% of purchase price

Offered: \$ _____; Paid: \$ _____

Offered: Other: _____; Paid: Other: _____

JS

02/02/26

48. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions herein.

The Listing Firm's compensation shall be paid as specified in the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay to Listing Firm compensation of 5 % of the sales price or \$ _____. The compensation to Buyer Brokerage Firm shall be paid as set forth in this Agreement. Seller and Buyer consent to Listing Firm and Buyer Brokerage Firm receiving compensation from more than one party and to the sharing of compensation between firms. Seller and Buyer hereby assign to Listing Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing Firm or Buyer Brokerage Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 45 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.

Listing Broker and Buyer Broker Disclosure. EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE BUYER BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

INITIALS: Buyer AD Date 1/31/26 Seller SB Date 02/02/26
Buyer _____ Date _____ Seller _____ Date _____

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Purchase & Sale Agreement
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COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound:

Buyer City of Tumwater
Printed name and type of entity

Buyer _____
Printed name and type of entity

Buyer *Leanne L Dahlhoff Mayor*
Signature and title

Buyer _____
Signature and title

Date signed 1/31/24

Date signed _____

Seller Sieng Bonham
Printed name and type of entity

Seller _____
Printed name and type of entity

Authenticated
Seller *Sieng Bonham*
Signature and title

Seller _____
Signature and title

Date signed 02/02/26

Date signed _____

INITIALS: Buyer *LD* Date 1/31/24 Seller *SB* Date 02/02/26
Buyer _____ Date _____ Seller _____ Date _____

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**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE AGREEMENT
(CONTINUED)**

EXHIBIT A *
[Legal Description]

* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS: Buyer JD Date 1/21/26 Seller SB Date 02/02/26
Buyer _____ Date _____ Seller _____ Date _____

EXHIBIT A:
LEGAL DESCRIPTION

LOT 1 OF BELLATORRE BINDING SITE PLAN NO. 12-0034 TW, AS RECORDED FEBRUARY 9, 2012
UNDER AUDITOR'S FILE NO. 4250623.

IN THURSTON COUNTY, WASHINGTON.

SB 02/02/26
AD



CERTIFICATION UNDER THE FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA")

Section 1445 of the U.S. Internal Revenue Code, The Foreign Investment in Real Property Tax Act ("FIRPTA") provides that a buyer of a U.S. real property interest must withhold tax if the Seller is a foreign person, unless an exception in the Act applies. The following information is intended to help the Buyer and Closing Agent determine if tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If the Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property: [] at 4315 Tumwater Valley Drive SE Tumwater, Washington; or [] (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I [] AM [X] AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER. My U.S. taxpayer identification number (e.g. social security number) is:

ADDRESS. My home address is:

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service and that any false statement I have made here could be punished by fine, imprisonment, or both.

SELLER Sieng Bonham DATE 02/03/2026 SELLER DATE

BUYER CERTIFICATION (Fill this in only if the Seller is a non-resident alien).

NOTE: If the Seller is a non-resident alien, and has not obtained a release from the Internal Revenue Service, then the closing agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that one of the statements below are correct:

- Amount Realized is \$300,000 or Less, and Family Residence. I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to the Seller, does not exceed \$300,000; AND I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If applicable, there is no withholding and corresponding tax payment to the IRS.
Amount Realized is More than \$300,000 but does not exceed \$1,000,000, and Family Residence. I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to the Seller, exceeds \$300,000 but does not exceed \$1,000,000; AND I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If applicable, closing agent must withhold 10% of the amount realized from sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service and that any false statement I have made here could be punished by fine, imprisonment, or both.

BUYER Leatta & Obekhoff DATE BUYER DATE

BUYER BROKERAGE SERVICES AGREEMENT

This Buyer Brokerage Services Agreement ("Agreement") is made by and between Coldwell Banker Evergreen Olympic Realty, Inc. ("Firm" or "Buyer Firm") and City of Tumwater ("Buyer"). Buyer selects, and Firm appoints Debbie Draper ("Buyer Broker") to represent Buyer in the purchase of property.

- 1. **DEFINITIONS.** (a) The term "purchase" includes an offer to purchase, a contract to purchase, an exchange or contract to exchange, an option to purchase, or a closing of a purchase and sale agreement; and (b) "property" includes real property, real property owned through a cooperative form of ownership, or a manufactured home on leased land.
- 2. **TERM.** This Agreement will expire _____ days (60 days if not filled in) from mutual acceptance of this Agreement ("Term"). If this Agreement expires while Buyer is a party to a purchase and sale agreement for property, the Term shall automatically extend until the sale is closed or the purchase and sale agreement is terminated.
- 3. **AREA.** The services provided under this Agreement are limited to the following areas in the state of Washington: 4315 Tumwater Valley Dr. Tumwater, WA ("Area") (if blank, all Areas).

- 4. **AGENCY.**
 - a. **Pamphlet.** Buyer acknowledges receipt of the pamphlet entitled *Real Estate Brokerage in Washington*, which describes legal rights in dealing with a real estate firm or broker.
 - b. **Buyer Broker.** This Agreement establishes an agency relationship with the Buyer Broker and any of Firm's brokers who supervise Buyer Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Buyer. However, if needed, Buyer authorizes the Firm to appoint, in the Firm's discretion and upon notice to the Buyer, other brokers of the Firm to carry out the performance of this Agreement.
 - c. **Agency Relationship.** Buyer Brokerage Firm's representation of Buyer for the purchase of property in the Area shall be (non-exclusive, if not checked):
 - Exclusive.** Buyer may not enter into an agency relationship with another real estate firm during the Term for the purchase of property in the Area ("Exclusive Agency"); or
 - Non-Exclusive.** Buyer may enter into a non-exclusive agency relationship with other real estate firms during the Term ("Non-Exclusive Agency").

- 5. **LIMITED DUAL AGENCY.**
 - a. **Buyer Broker as Limited Dual Agent.** If initialed below, Buyer consents to Buyer Broker and Supervising Broker acting as limited dual agents in the purchase of property that is listed by Buyer Broker. This means that Buyer Broker and Supervising Broker are also representing the seller. Buyer acknowledges that as a limited dual agent, state law at RCW 18.86.060 prohibits the Buyer Broker from advocating terms favorable to Buyer to the detriment of the seller and further limits Buyer Broker's representation of the Buyer.

_____ Buyer's Initials	_____ Date	_____ Buyer's Initials	_____ Date
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- b. **Firm Limited Dual Agency.** Buyer consents to Firm's Supervising Broker acting as a limited dual agent when one of the Firm's brokers other than the Buyer Broker represents the seller of the property.

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Buyer Brokerage Services Agreement

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BUYER BROKERAGE SERVICES AGREEMENT

6. **COMPENSATION.** If Buyer purchases a property during the Term of this Agreement, Buyer agrees to compensate Firm 2.50 % of the sales price or \$ _____ (fill in one, leave other blank) (“Buyer Firm Compensation”). The Buyer Firm Compensation shall be due only upon the closing of a purchase, and Firm represents Buyer in such purchase as indicated on the purchase and sale agreement. Who pays the Buyer Firm Compensation is as follows:

- a. **Seller Payment.** Firm will first seek payment of Buyer Firm Compensation from the seller, as it is common, though not required, for sellers to offer compensation to a buyer’s broker. If the seller does not offer to compensate the Firm in an amount equal to Buyer Firm Compensation, Buyer authorizes Buyer Broker to negotiate with the seller for the full payment of Buyer Firm Compensation. Buyer Firm Compensation offered by the seller shall be disclosed by the Buyer Broker before Buyer signs an offer of purchase.
- b. **Buyer Payment.**
 - i. No payment shall be due from Buyer if the seller pays the full amount in paragraph 6 above. Buyer agrees to pay the balance, if any, of Buyer Firm Compensation after deducting the amount paid by the seller. Buyer Broker shall bring listings to the attention of Buyer regardless of the amount of a seller’s offer of compensation.
 - ii. Veterans Administration financing (“VA financing”) regulations may require the Buyer Firm Compensation be paid by the seller. If that is the case, any purchase and sale agreement by Buyer involving VA financing will be conditioned on seller paying the Buyer Firm Compensation.
- c. **Buyer acknowledgement.** Buyer acknowledges that: (1) there are no standard compensation rates set in the real estate brokerage industry; (2) Firm sets its own compensation rates; (3) compensation rates are not set by law; and (4) the offer of compensation by a seller to a Buyer Brokerage Firm is not required by any law or industry rule.
- d. **Other (not applicable, if blank).** Buyer to pay broker 1% of the commission and seller will pay 1.5%

7. **ADDITIONAL CONSENT.** Buyer authorizes Firm to receive compensation from more than one party, provided that any terms offered to Firm are disclosed as required by RCW 18.86.030, and any amounts paid to Firm reduce Buyer’s obligation to Firm.

8. **REFERRAL FEE DISCLOSURE.** Buyer Brokerage Firm is; is not (is not, if not filled in) obligated to pay a portion of the Compensation to a real estate firm (“Referring Firm”) that referred Buyer to Buyer Brokerage Firm. Buyer consents to Buyer Brokerage Firm sharing a portion of the Compensation as follows:

- a. Referring Firm: _____;
- b. Referral Fee: _____ % of the Buyer Brokerage Firm Compensation; or \$ _____.

9. **EXPERT ADVICE AND INSPECTIONS.** Brokers have a duty under Washington law to refer buyers to experts on matters of the transaction outside of Broker’s expertise. Therefore, Firm and Buyer Broker recommend Buyer seek the advice of experts, such as lawyers, accountants, property inspectors, title and escrow officers, mortgage lenders and others. Moreover, as Washington law has a standard for the conduct of reasonably diligent inspections, Firm and Buyer Broker recommend Buyer conduct such inspections of the property. These inspections often include more than just a general home inspection. Buyer should make any offer to purchase property contingent upon Buyer’s subjective satisfaction with Buyer’s inspections. Firm and Buyer Broker make no warranties or representations regarding the condition of a property, its intended use for Buyer’s purposes, or

