

SECOND AMENDMENT TO LEASE AGREEMENT

Grantor (Lessee):	Thurston Economic Development Council for Business & Innovation, a subdivision of Thurston County Economic Development Council, a Washington nonprofit corporation
Beneficiary (Lender):	City of Tenino, a Washington municipal corporation
Legal Description (abbreviated)	LOT B BLA-06-114384TC
Assessors Tax Parcel ID#:	1262-51-30103

**SECOND AMENDMENT
TO
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the “Amendment”) is made and entered into this ____ day of _____, 2023, by and between the CITY OF TENINO, a Washington municipal corporation (“Lessor”) and THURSTON ECONOMIC DEVELOPMENT COUNCIL CENTER FOR BUSINESS & INNOVATION, a subdivision of Thurston County Economic Development Council, a Washington non-profit corporation (“Lessee”). Lessor and Lessee may each be referred to herein as a “Party”, or collectively as the “Parties”.

RECITALS

WHEREAS, the Parties entered into that certain Lease Agreement dated December 11, 2018, as amended by that certain First Amendment to Lease Agreement dated December 28, 2020, (collectively, the “Lease”), for the property located at 16402 Old Hwy. 99 SE, Tenino, WA 98589, as further described in the Lease (the “Property”); and

WHEREAS, the Parties desire to amend the Lease and reduce the size of the Property leased by Lessee from Lessor, in order to (1) allow DRAGONWHEEL INVESTMENT GROUP, LLC, a Washington limited liability company (“Developer”), to develop portions of the Property and collectively work towards creation of a dynamic and sustainable economy that supports the values of the people who live and work in Thurston County and (2) to fully remove the portion of the Property containing the City’s Wastewater Treatment Plant from the leased area.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED that the Lease between the Parties shall be amended as follows:

AMENDMENT

1. **Development Lots.** Lessee hereby surrenders, and Lessor hereby accepts such surrender, of that portion of the Property identified as Lot 1 (the “Wastewater Treatment Plant Lot”) and Lots 2 and 3 (collectively, the “Development Lots”), on the plat map (the “Plat Map”) attached hereto in Exhibit A, and hereby incorporated by reference. The Parties acknowledge and agree that the Property shall otherwise remain unchanged.

2. **Rights and Duties.** The Parties acknowledge and agree that their respective rights and duties to one another stemming from the Lease, which relate to the Development Lots, shall be null, void and of no further force or effect.

3. **Effect of Amendment; Ratification.** The Parties hereby acknowledge and agree that, except as provided in this Amendment, the Lease has not been modified, amended, canceled, terminated, or otherwise rendered of no force or effect. The Lease as hereby amended is ratified and confirmed, and every provision, covenant, and condition contained in the Lease, as amended

herein, shall continue in full force and effect, affected by this Amendment only to the extent of the amendments and modifications set forth above.

4. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall have the same force and effect as though all of the signers had signed a single signature page.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first written above.

FOR THE CITY:

FOR THE ECONOMIC DEVELOPMENT
COUNCIL:

Wayne Fournier, Mayor
City of Tenino

Michael F. Cade, Executive Director
Thurston Economic Development Council

ATTEST:

Jen Scharber
Clerk/Treasurer

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____ 2023, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Wayne Fournier, to me known as, or providing satisfactory evidence that he is the Mayor of the City of Tenino, a Washington municipal corporation, and that he executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said party for the purposes therein mentioned and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at

My commission expires _____
Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____ 2023, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Michael F. Cade, to me known as, or providing satisfactory evidence that he is the Executive Director of the Thurston Economic Development Council, a Washington non-profit corporation, and that he executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said party for the purposes therein mentioned and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of
Washington, residing at

My commission expires _____
Print Name: _____

Commented [HB1]: If the final plat has been completed then that should be swapped out for this.

