

Dept. of General Administration
Division of Property Development
Room 200 General Administration Bldg.
P.O. Box 41015
Olympia, WA 98504-1015

SKAGIT COUNTY AUDITOR

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

'95 JAN 19 19:45

JAN 18 1995

Lease No. SR&L 9154

(Sedro Woolley)RAB

Date: September 19, 1994

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RECORDED 6 FILE
REQUEST OF

Amount Paid \$
By: Skagit County Treasurer
Deputy

9501190013

PROPERTY MANAGEMENT LEASE

1. This LEASE, made and entered into between Department of General Administration, acting in accordance with RCW 43.82.010, whose address is 200 General Administration Building, Post Office Box 41015, Olympia, Washington 98504-1015 for its administrators, successors, and assigns, hereinafter called the Lessor, and the Washington Military Department, hereinafter called the Lessee:

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

2. It is understood and agreed by the parties that the Lessee plans to construct a maintenance facility for heavy equipment owned and operated by the National Guard on the following described leased property:

That portion of the Washington State Department of General Administration Campus Site as shown on that survey filed in Volume 10 of Surveys at Pages 148 and 149 in the northeast quarter of the northeast quarter of Section 18, Township 35 North, Range 5 East, W.M., situated in Skagit County, Washington, described as follows (and as shown in Exhibit A, attached hereto and incorporated herein by this reference):

Commencing at the southeast corner of the northeast quarter of the northeast quarter of said Section 18; thence S 88°18'58"W along the south line thereof, a distance of 296.00 feet to the south line of said Campus Site; thence continuing S 88°18'58"W along the south line of said Campus Site, a distance of 300.68 feet to the point of beginning of this description; thence continuing S 88°18'58"W along the south line of said Campus Site, a distance of 145.00 feet; thence North, a distance of 559.40 feet; thence N 30°12'04"E, a distance of 80.53 feet; thence North, a distance of 90.40 feet; thence N 31°57'37"W, a distance of 123.76 feet; thence North, a distance of 220.38 feet; thence S 72°25'14"E, a distance of 495.12 feet; thence S 25°26'28"W, a distance of 155.97 feet; thence S 60°38'32"W, a distance of 91.79 feet; thence S 24°13'40"W, a distance of 109.66 feet; thence South, a distance of 210.00 feet; thence S 35°23'03"E, a distance of 248.51 feet; thence S 52°49'58"W, a distance of 318.70 feet to the point of beginning of this description.

TOGETHER WITH an easement for ingress, egress and utilities over, under, and through a strip of land 60 feet lying west of the above described parcel, east of the east line of the Fruitdale Road, and lying adjacent to, contiguous with, and north of, the south line of the northeast quarter of the northeast quarter of Section 18, Township 35 North, Range 5 East, W.M.

The property is commonly described as the Northern State Multi-Service Center.

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TERM

3. TO HAVE AND TO HOLD the Property with appurtenances for the term July 1, 1994 to June 30, 2044.

RENTAL RATE

4. The Lessee shall pay rent to the Lessor for the Property at the following rate: \$1.00 per year, plus Leasehold Excise tax, if applicable.

Payment shall be made at the beginning of each year upon submission of properly executed vouchers.

EXPENSES

5. During the term of this Lease, Lessee shall pay any and all costs associated with the leased property and the maintenance facility constructed thereon, including but not limited to all real estate taxes, if applicable, all property assessments, water, sewer, storm water, garbage collection, and all maintenance and repair, together with all utilities, elevator service, and janitor service -- to include rest room supplies, light bulbs, etc.

CONDITION OF PREMISES

6. The Lessee shall, at its own expense, at all times keep the property and all improvements thereon in safe, sanitary, neat and presentable condition and in a good state of repair committing no waste of any kind. Window glass and sidewalks shall be kept clean and interior and exterior surfaces regularly cleaned and/or painted by the Lessee. In the event the Lessee fails to so maintain the property and improvements thereon, the Lessor may make repairs and perform maintenance necessary for compliance with such standards, the cost incurred thereby to be paid by the Lessee.

For the purposes of so maintaining the Property, the Lessor reserves the right at reasonable times to enter and inspect the Property.

ASSIGNMENT/SUBLEASE

7. The Lessee shall not assign, nor sublet the Property without first obtaining Lessor's written consent.

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RENEWAL

8. The Lease may, with the consent of Lessor, be re-negotiated for an additional 50 years.

ACCEPTANCE OF PROPERTY

9. The Lessee has examined the leased property, the adjoining property, and the property of which this is a part of and accepts them in their present condition "as is". There are no warranties expressed or implied as to conditions apparent or unknown except as otherwise stated in this lease.

DISPOSITION OF IMPROVEMENTS

10. Structures, installations or improvements of any kind now existing or hereafter placed on the leased property by the Lessee shall be removed by the Lessee within 120 days upon the expiration of the term of this lease or sooner termination thereof. Subject to agreement by the Lessor, the Lessee may leave any and all structures, installations or improvements, in which event title for any improvements so left shall vest in the Lessor and the Lessee shall transfer said title in prompt and timely manner.

NO GUARANTEES

11. It is understood that no guarantees, expressed or implied, representations, promises or statements have been made by the Lessor unless endorsed in writing. And it is further understood that this Lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Director of the Department of General Administration of the State of Washington and approved as to form by the Office of the Attorney General.

HAZARDOUS SUBSTANCES

12. Lessee shall not keep on or about the Property, for use, disposal, treatment, generation, storage or sale any substances which are hazardous, toxic, harmful or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, (collectively referred to herein as "hazardous substances"), except lubricants, solvents, cleaning supplies, battery electrolyte, and fuels routinely used in a vehicle maintenance motor pool operation. Lessee warrants that oil water separators and other storage areas used in the storage and disposal of any and all lubricants, solvents, cleaning supplies, and fuels will be installed in accordance with all federal, state, and local law, regulations, statute, or ordinance. Lessee shall be fully liable to the Department of General Administration, and shall indemnify, defend and save harmless the Lessor and its officials and employees, with respect to any and all damages, costs, fees (including attorneys'

fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, or sale of any hazardous substances or that of Lessee's employees, agents, or invitees. Breach of this provision shall entitle Lessor to terminate this Lease.

REIMBURSEMENT FOR DAMAGE TO PROPERTY

13. The Lessee hereby agrees to reimburse the Lessor for damages caused by its employees, contractors, licensees, invitees, clients and agents. This paragraph shall not be construed as making Lessee responsible for the repair of normal wear and tear.

HOLD HARMLESS

14. Lessee, its successors or assigns, will protect, save and hold harmless the Lessor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Lessee, its assigns, agents, contractors, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Lease. The Lessee further agrees to defend the Lessor, its agents, or employees, in any litigation, including payment of any costs or attorneys' fees, for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Lease. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Lessor or its authorized agents or employees; Provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the Lessor, its agents or employees, and (b) the Lessee, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Lessee or Lessee's agents or employees.

USE OF PROPERTY

15. No use other than a maintenance facility for the National Guard and associated activities shall be permitted without the prior written approval of the Lessor. Furthermore, in using this Property, it is expressly agreed that Lessee shall comply with all applicable federal, state, and local laws, ordinances, regulations, and environmental requirements. Lessee hereby agrees to hold Lessor harmless from claims or suits resulting from Lessee's failure to comply with such requirements.

CAPTIONS

16. The captions and paragraph headings herein are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

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NOTICES

17. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: Department of General Administration
Division of Property Development
Post Office Box 41015
Olympia, Washington 98504-1015

ATTENTION: Property Management Section

LESSEE: Military Department
Capital Programs and Facility Planning
Camp Murray - Building 36
Tacoma, Washington 98430-5052

ATTENTION: Emory Lehman

ALTERATIONS

18. No alterations may be made to the property without first coordinating with the Lessor. The Lessee shall, if required by state law, pay prevailing rate of wage to all workers, laborers or mechanics employed to perform such work as well as comply with the rules and regulations of the Department of Labor and Industries.

Lessee agrees in performing the above work to comply with all applicable local, state, and federal regulations including but not limited to, obtaining appropriate permits and inspections.

ADDITIONAL LEASE PROVISIONS

19. It is understood and agreed that the Lessee accepts the Property in its present condition and accepts all risk of injury to persons or damage to property resulting from, or arising out of, the condition of the Property. All facilities constructed on the Property will comply with the American's with Disabilities Act (ADA). Lessee agrees to hold Lessor harmless from any liability or claims due to noncompliance with the ADA. Compliance and any construction will be the sole responsibility of the Lessee.

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IN WITNESS WHEREOF, the parties hereto have subscribed their names.

LESSEE:

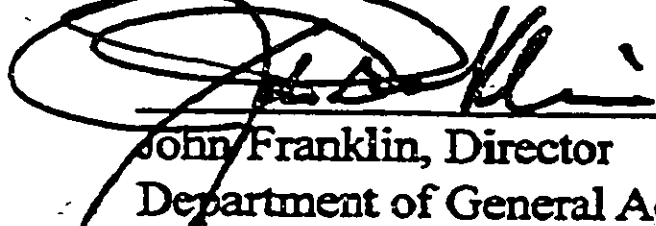
Military Department


Gregory P. Barlow, Major General
The Adjutant General

Date: 13 OCT 94

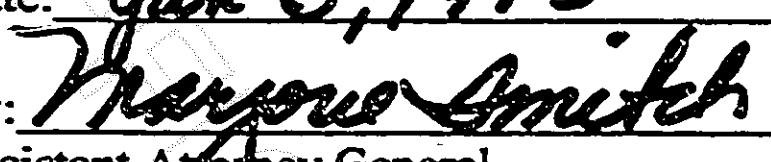
LESSOR:

Department of General Administration
acting in accordance with Management
Statute RCW 43.82.010


John Franklin, Director
Department of General Administration

Date: 25 OCT 94

APPROVED AS TO FORM:

Date: Jan 3, 1995
By: 
Assistant Attorney General

PROPERTY MANAGER


Facilities Planning Manager
Division of Property Management

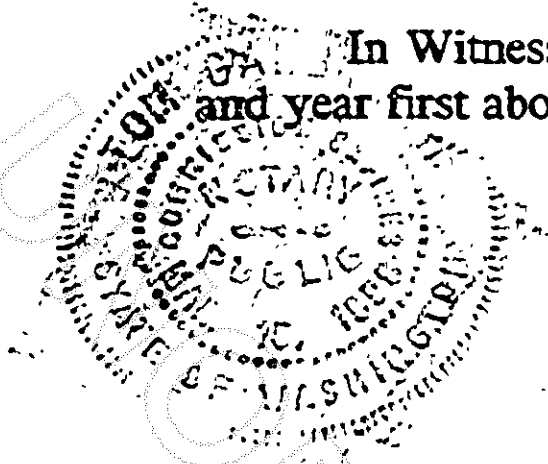
Date: 11/1/94

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STATE OF WASHINGTON)
County of PIERCE) SS.

I, the undersigned, a Notary Public, on this 13TH day of OCTOBER, 19 94, do hereby certify that I know or have satisfactory evidence that Major General Gregory P. Barlow is the person(s) who appeared before me, and said person(s) acknowledged he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Adjutant General of the Washington Military Department, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

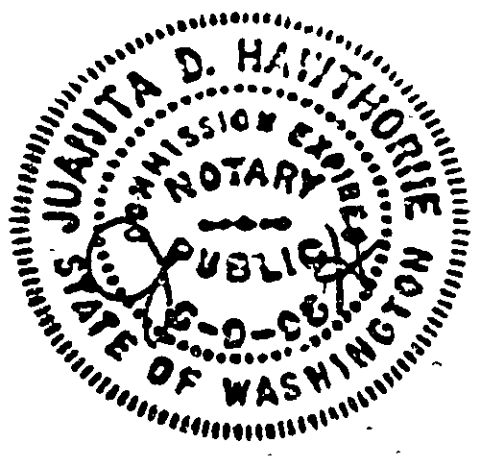


[Signature]
Notary Public in and for the State of Washington,
Residing at TAUNTA
My commission expires 3-15-98

STATE OF WASHINGTON)
County of Thurston) SS.

I, the undersigned, a Notary Public, do hereby certify that on this 25 day of Oct., 19 94, personally appeared before me John Franklin, Director, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said Lease.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Juanita D. Hawthorne
Notary Public in and for the State of Washington,
Residing at Olympia
My commission expires 6-9-95

Please Initial

A portion of the Washington State Department of General Administration Campus Site in the northeast quarter of the northeast quarter of Section 18 of Township 35 North, Range 5 East, W.M.

November 18, 1994

SCALE: 1 inch = 150 feet

SKAGIT SURVEYORS INC.
806 Melick Street
Sedro-Wooley, WA 98284
Phone: (206) 855-2121
Fax: (206) 855-1658

FRUITDALE ROAD

**SOUTHEAST CORNER OF THE
NORTHEAST QUARTER OF THE
NORTHEAST QUARTER**

**CARPUS BOUNDARY
(TYPICAL)**

S02°08'34"E 2642.25'

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