

UNRECORDED  
FILED

Dept. of General Administration  
Division of Property Development  
Room 280 General Administration Bldg.  
P.O. Box 41015  
Olympia, WA. 98504-1015

KATHY HILL  
SKAGIT COUNTY AUDITOR

99 MAY 21 AM 11:34

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REQUEST OF (Mount Vernon) BAA/aj  
Page 1 of 7  
December 18, 1998

Sublease No. SR&L 8081  
SR 82-02-98

SUBLEASE

1. This SUBLEASE is made and entered into between Carpenters-Employers Apprenticeship and Training Trust Fund of Western Washington, a Washington State Trust Fund, whose address is Post Office Box 1929, 201 Denny Building, 2200 - 6<sup>th</sup> Avenue, Seattle, Washington 98121 for its heirs, executors, administrators, successors, and assigns, hereinafter called the Sublessor, and the State of Washington, Skagit Valley College, acting through the Department of General Administration, hereinafter called the Sublessee.

WHEREAS, the Department of General Administration is granted authority to sublease property under RCW 43.82.010:

WHEREAS, the Sublessor and Sublessee deem it to be in the best public interest to enter into this sublease:

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

2. The Sublessor hereby leases to the Sublessee the following described premises:

Tax Parcel Number: P29584/340432-3-013-0106

Common Street Address: 1709 Hickox Road, Mount Vernon, Washington 98273

Approximately 15,296 square feet of space comprised of 12,096 square feet of shop space and 3,200 square feet of rentable office space, together with five (5) undesignated on-site parking stalls, including parking designated for persons with disabilities, commonly known as 1709 Hickox Road, Mount Vernon, Washington 98273, Skagit County, situate as follows: Section 32, Township 34 North, Range 4 East, W.M.; RT 3-013-0106, West 646 feet of south 1/2 of Southwest 1/4 of Southwest DT DK3 1/4, except North 353.57 feet and except Old Highway 99 and county roads;

to be used for the following purposes:

Shop space and office space for Skagit Valley College and/or other state agencies.

2A. IT IS SPECIFICALLY AND MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE SUBLESSOR AND SUBLESSEE that this agreement is not subject to the January 1, 1998 Lease between Sublessor herein and Barnett Implement Company, Inc., and that Sublessee, Skagit Valley College, is not subject to the Barnett Implement Company, Inc. Lease. All terms covenants



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and conditions AND AGREEMENTS between the Sublessor and Sublessee are fully and completely set forth in this agreement.

**TERM**

3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning November 1, 1998 and ending December 31, 2002.

**RENTAL RATE**

4. The Sublessee shall pay rent to the Sublessor for the premises at the following rate:

Five Thousand Four Hundred Forty-four Dollars and Forty-two Cents

\$5,444.42 per month.

Payment shall be made at the end of each month upon submission of properly executed vouchers. Payment may also be made quarterly at the end of each quarter, in the amount of \$16,333.26, upon submission of properly executed vouchers.

**EXPENSES**

5. During the term of this Sublease, Sublessor shall pay all real estate taxes, all property assessments, insurance, water, sewer, storm water, garbage collection, and maintenance and repair as described below, together with all utilities, elevator service, and janitor service -- to include window washing, restroom supplies, light bulbs, etc., as set forth in Exhibit "J" which is attached hereto and incorporated by reference.

**MAINTENANCE AND REPAIR**

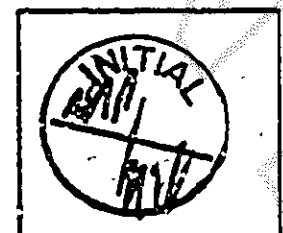
6. The Sublessor shall maintain the premises in good repair and tenantable condition during the continuance of this sublease, except in case of damage arising from the negligence of the Sublessee's clients, agents or employees. For the purposes of so maintaining the premises, the Sublessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Sublessor's maintenance obligations under Paragraph 5 shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators; inside and outside walls (including windows); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

**ASSIGNMENT/SUBLEASE**

7. The Sublessee shall not assign this sublease nor sublet the premises except to a desirable tenant, and shall not permit the use of the premises by anyone other than the Sublessee, such assignee or Sublessee, and the employees, agents, and servants of the Sublessee, assignee, or Sublessee.

**RENEWAL/CANCELLATION**

8. The sublease may, at the option of the Sublessee, be renegotiated for an additional five (5) years.



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### FIXTURES

9. The Sublessee, upon the written authorization of the Department of General Administration, shall have the right during the existence of this sublease with the written permission of the Sublessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby subleased. Such alterations, fixtures, additions, structures and signs shall be authorized only by the Department of General Administration. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the premises shall be and remain the property of the Sublessee and may be removed therefrom by the Sublessee upon the termination of this sublease. Any damage caused by the removal of any of the above items shall be repaired by the Sublessee.

### PAYMENT

10. Any and all payments provided for herein when made to the Sublessor by the Sublessee shall release the Sublessee from any obligation therefor to any other party or assignee.

### DISCRIMINATION

11. Sublessor assures and certifies that he/she will comply with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101 - 12213) and the Washington State law against discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder.

### DISASTER

12. In the event the subleased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Sublessor(s) neglects and/or refuses to restore said premises to their former condition, then the Sublessee may terminate this sublease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Sublessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

### NO GUARANTEES

13. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Sublessee unless endorsed herein in writing. And it is further understood that this sublease 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 or his or her designee and approved as to form by the Office of the Attorney General.

### ENERGY

14. The Sublessor, or authorized representative, in accordance with RCW 43.19.685, has conducted a walk-through survey of the subleased premises with a representative of the Director of the Department of General Administration. Sublessor will undertake technical assistance studies and/or subsequent acquisition and installation of energy conservation measures identified as cost effective by the survey.



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**REIMBURSEMENT FOR DAMAGE TO PREMISES**

15. The Sublessee hereby agrees to reimburse the Sublessor for damages caused by the negligence of its employees, clients and agents, but in no event shall this paragraph be construed as diminishing the Sublessor's duty to make repairs as set forth in preceding paragraphs of this sublease, or as making Sublessee responsible for the repair of normal wear and tear.

**HAZARDOUS SUBSTANCES**

16. Sublessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby subleased which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

Sublessor shall indemnify and hold harmless the Sublessee with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Sublessee.

**ALTERATIONS/IMPROVEMENTS**

17. In the event the Sublessee requires alterations/improvements during the term of this sublease, any renewals and/or modifications thereof, the Sublessor shall have the right to provide such services. If required by state law, the Sublessor shall 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 & Industries. If the Sublessee considers Sublessor's proposed costs for alterations/ improvements excessive, Sublessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Sublessee shall have the right at its option to select one alternative contractor whom the Sublessor shall allow to provide such services for the Sublessee in compliance with the Sublessor's building standards and operation procedures.

**ADDITIONAL SUBLEASE PROVISIONS**

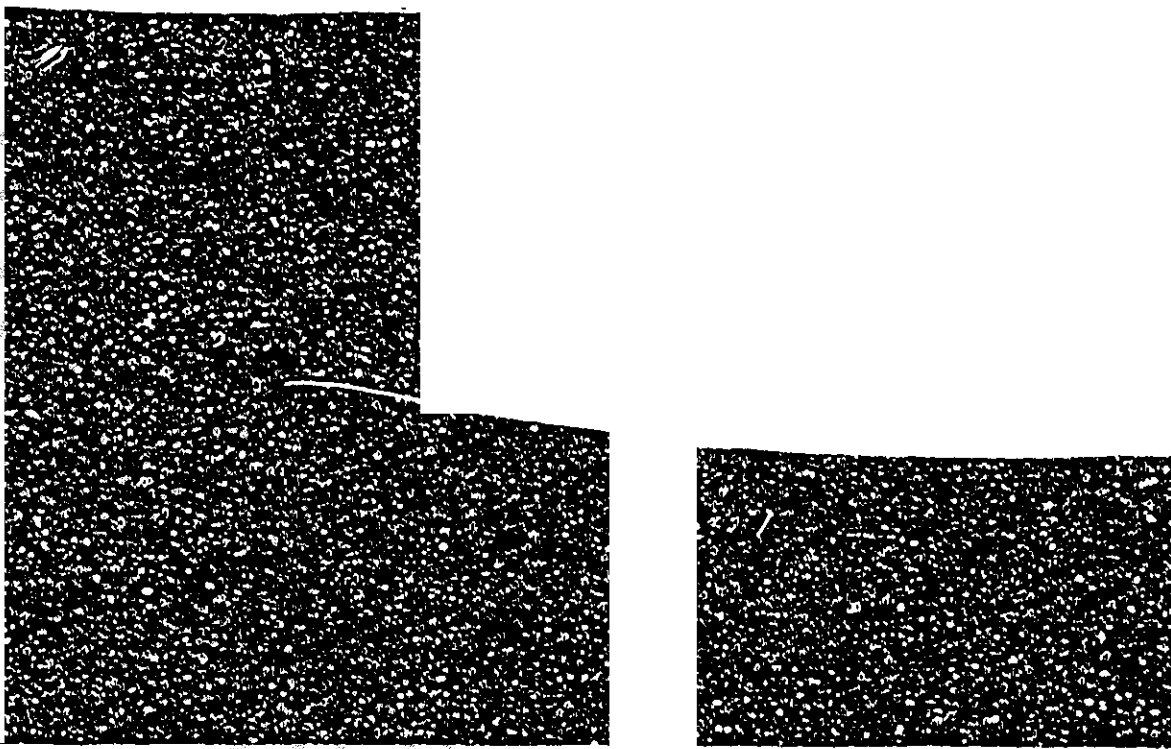
18. It is agreed that the Sublessor shall, at Sublessor's sole cost and expense, on or before December 31, 1998, complete in a good and workmanlike manner the following items:

- a) Repair or replace broken or soiled ceiling tile;
- b) Replace any fogged thermal windows which have defective seals;
- c) Reaffix any loose base trim;
- d) Deep clean carpet throughout premises;
- e) Repaint or touch-up any walls as necessary.

**PREVAILING WAGE**

19. Sublessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this





contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this sublease as though fully set forth herein.

**CANCELLATION/SUPERSESION**

20. This sublease cancels and supersedes SR&L 4918 dated August 17, 1981, and all modifications thereto effective November 1, 1998.

**WITHHOLDING OF RENT PAYMENTS**

21. If the Sublessor fails to maintain, repair and/or improve the premises as set forth herein, the Sublessee may, if authorized by the Department of General Administration, withhold ten percent (10%) of rent payments until such time as Sublessor completes deficient maintenance, repair and/or improvements. Upon receipt of documentation of Sublessor's noncompliance with maintenance, repair and/or improvement provisions and a written request to withhold rent payments from the Sublessee, the Department of General Administration shall provide Sublessor with a list of deficient maintenance, repair and/or improvement items and notify Sublessor that Sublessee has been authorized to withhold rent payment until deficient maintenance, repair and/or improvements have been completed. Sublessee shall place all withheld rent payments in an interest bearing account. Withheld rent payments plus accrued interest will be remitted to Sublessor after the Department of General Administration verifies that Sublessor has satisfactorily completed all maintenance, repair and/or improvements and authorizes Sublessee to remit the withheld rent. Nothing in this provision shall limit other remedies which may be available to Sublessee under this sublease.

**YEAR 2000 COMPLIANCE**

22. All building systems controls which are time or date sensitive shall be "Year 2000 compliant".

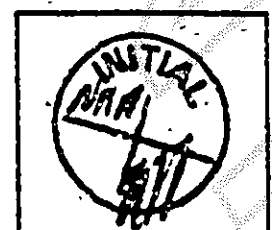
"Year 2000 Compliant" means the functions, calculations, and other computing processes of the systems controls perform in a consistent manner regardless of the date in time on which the systems controls are actually performed and regardless of the Date Data input to the systems controls, whether before, on, during or after January 1, 2000, and whether or not the Date Data is affected by leap years.

"Date Data" means any data, formula, algorithm, process, input or output which includes, calculates, or represents a date, a reference to a date, or a representation of a date; including, but not limited to the following:

- a) No value for current date will cause any interruption in operation. Current date means today's date as known to the equipment or product.
- b) Date-based functionality will behave consistently for dates prior to, during, and after year 2000. General date integrity will include, but is not limited to:

- 1999/09/09
- 1999/12/31
- 2000/01/01 Saturday and not Monday as in 1900/01/01
- 2000/01/02 Sunday and not Tuesday as in 1900/01/02
- 2000/02/29 Tuesday
- 2000/03/01 Wednesday
- 2000/12/31
- 2001/01/01

Year 2000 is recognized as a leap year.



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Dates will roll over correctly from/to:

1998/12/31 to 1999/01/01

1999/12/31 to 2000/01/01

2000/02/28 to 2000/02/29

2000/02/29 to 2000/03/01

- c) In all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or inference rule.

#### CAPTIONS

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

#### NOTICES

24. Wherever in this sublease 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.

SUBLESSOR: Carpenters-Employers Apprenticeship and Training Trust Fund of Western Washington  
Post Office Box 1929  
Seattle, Washington 98121

SUBLESEE: Department of General Administration SR&L 8081  
Division of Property Development  
General Administration Bldg.  
Post Office Box 41015  
Olympia, Washington, 98504-1015

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

Carpenters-Employers Apprenticeship and Training Trust Fund of Western Washington

By: [Signature]

Title: ADMINISTRATOR

Date: January 12, 1999

(Sublessor: If corporation, partnership,  
or other officer with legal authority  
other than a natural person, give title)

FEDERAL TAX I.D. NUMBER 91-0886622

[Signature]

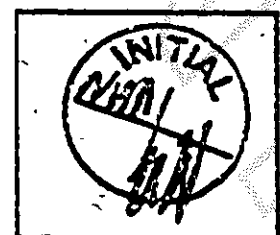
Burton A. Appelo  
Real Estate Project Coordinator

Date: 1-22-99

STATE OF WASHINGTON

Skagit Valley College

Acting through the Department  
of General Administration



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APPROVED AS TO FORM:

By: Margaret Arnold  
Assistant Attorney General

Mark L. Lahaie  
Mark L. Lahaie  
Real Estate Services Group Manager  
Division of Property Development

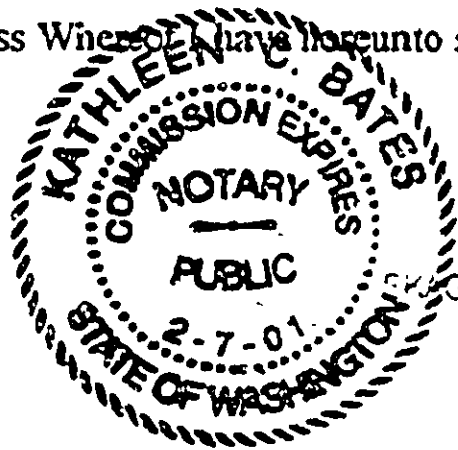
Date: 5-4-99

Date: 5-7-99

STATE OF Washington  
County of King ) ss.

On this 12 day of January, 1999 before me personally appeared NORMAN A. ANDERSON and said person(s) acknowledged that HE signed this instrument, and on oath stated that HE was authorized to execute the instrument and acknowledged it as the ADMINISTRATOR of CARPENTERS - EMPLOYERS APPRENTICESHIP AND TRAINING TRUST FUND OF WEST WASH. 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.



Kathleen C. Bates  
Notary Public in and for the State of Washington,  
Residing at Seattle  
My commission expires 2/7/01

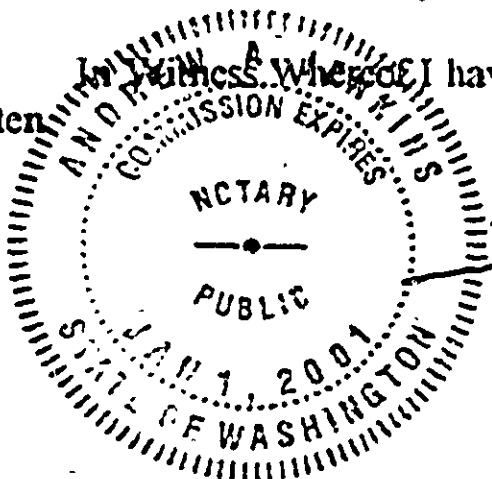
MAY 19 1999

STATE OF WASHINGTON )  
County of Thurston ) ss.

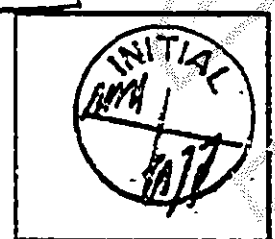
Amount Paid \$ 0  
By: fp Skagit County Treasurer Deputy

I, the undersigned, a Notary Public, do hereby certify that on this 19 day of MAY, 1999, personally appeared before me MARK L. LAHAIE, Real Estate Services Group Manager, Division of Property Development, 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 document.

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



Mark L. Lahaie  
Notary Public in and for the State of Washington,  
Residing at Olympia  
My commission expires January 1, 2001



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