

AFTER RECORDING RETURN TO:

Department of General Administration  
Division of State Services, Real Estate  
P. O. Box 41015  
Olympia, Washington 98504-1015



200407150040

Skagit County Auditor

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Lease No. SRL 04-0077  
SR 211-07-03

(Anacortes) AAJ/ds  
Page 1 of 9  
Date: May 19, 2004

LEASE

1. This LEASE is made and entered into between John O. Linde and Carol Linde, husband and wife, whose address is Post Office Box 542, Friday Harbor, Washington 98250, for their heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the State of Washington, Department of Licensing, acting through the Department of General Administration, hereinafter called the Lessee.

WHEREAS, the Department of General Administration is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Lessor and Lessee deem it to be in the best public interest to enter into this Lease;

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

LEASED PREMISES

2. The Lessor hereby leases to the Lessee the following described premises:

Tax Parcel Number: R54958, R54957, R32899, R54956, R32892

Common Street Address: 1005 Commercial Street – Suites C & D

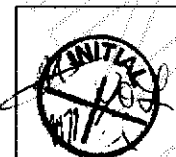
Approximately 1,965 BOMA useable square feet of office space in the building located at 1005 Commercial Street – suites C & D, Anacortes, Washington, together with two (2) designated on-site parking spaces and joint use of eight (8) addition common on-site parking spaces on a site legally described as follows:

PARCEL A:

Lots 7, 8, 9 and 10, Block 18, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington;

PARCEL B:

All that portion of Tract 36, Plate No. 9, Tide and Shore lands of Section 18, Township 35 North, Range 2 East of the Willamette Meridian, according to the plat thereof recorded in the office of the Commissioner of Public Lands at Olympia, Washington described as follows:



Beginning at the southeast corner of Lot 7, Block 18, MAP OF THE CITY OF ANACORTES according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington; thence Southerly along the East line of said Lot 7 extended, to a point distant 100 feet Southerly from the Northeast corner thereof; thence Westerly parallel with the North line of said Lots 7 and 8, and distant 100 feet therefrom, to the Northwesterly boundary of said Tract 36; thence Northeasterly along said Northwesterly boundary to the point of beginning.

**PARCEL C:**

Tract 4 of SHORT PLAT NO. ANA-5-80 approved October 28, 1980, and recorded October 30, 1980, under Auditor's File No. 8010300039, records of Skagit County, Washington; in Volume 4 of Short Plats, page 195, being a portion of Block 18, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of and also being a portion of Tract 36, Plate No. 9, Tide and Shorelands of Section 18, Township 35 North, Range 2 East of the Willamette Meridian, according to the plat thereof on file and of record in the office of the Commissioner of Public Lands at Olympia, Washington, all being a portion of Section 18, Township 35 North, Range 2 East of the Willamette Meridian, Skagit County, Washington.

Situated in Skagit County, Washington.

**USE**

3. The premises shall be used by the Department of Licensing and/or other state agencies for the following purpose(s): office space.

**TERM**

4. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning July 1, 2004 and ending June 30, 2009.

**RENTAL RATE**

5. The Lessee shall pay rent to the Lessor for the premises at the following rate:

Three Thousand Two Hundred Fifty-five Dollars and Fifty-seven Cents \$3,255.57 per month.

Payment shall be made at the end of each month upon submission of properly executed vouchers.

**EXPENSES**

6. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below.

6.1. Lessee shall pay for only natural gas, electricity, and janitor service and restroom supplies.

**MAINTENANCE AND REPAIR**

7. The Lessor shall maintain the premises in good repair and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence of the Lessee's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. Lessor's maintenance and repair obligations under Paragraph 6 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



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coverings; inside and outside walls (including windows and entrance and exit doors); 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

8. The Lessee may assign this Lease or sublet the premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee shall not permit the use of the premises by anyone other than the Lessee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

#### RENEWAL/CANCELLATION

9. The Lease may, at the option of the Lessee, be renegotiated for an additional five (5) years.

It is provided, however, that there is expressly reserved to the Lessee the right and option to terminate this Lease and to relinquish and give up said premises on or after the 36th month of its term by giving written notice to the Lessors at least ninety (90) days prior to the effective date of such termination, in which event rent shall be prorated to the date of termination.

#### PAYMENT

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

#### COMPLIANCE WITH STATE/FEDERAL LAWS

11. Lessor is responsible for complying 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, with respect to the Leased Premises.

#### FIXTURES

12. The Lessee, upon the written authorization of the Department of General Administration, shall have the right during the existence of this Lease with the written permission of the Lessor (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased. 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 Lessee and may be removed therefrom by the Lessee upon the termination of this Lease. Any damage caused by the removal of any of the above items shall be repaired by the Lessee.

#### ALTERATIONS/IMPROVEMENTS

13. In the event the Lessee requires alterations/improvements during the term of this Lease, any renewals and/or modifications thereof, the Lessor shall have the right to provide such services. If required by state law, the Lessor 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 Lessee considers Lessor's proposed



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costs for alterations/ improvements excessive, Lessee shall have the right, but not the obligation, to request and receive at least two independent bids; and the Lessee shall have the right at its option to select one alternative contractor whom the Lessor shall allow to provide such services for the Lessee in compliance with the Lessor's building standards and operation procedures.

#### **PREVAILING WAGE**

14. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Lease 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 Lease will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

#### **DISASTER**

15. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee may terminate this Lease 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 Lessee 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**

16. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein 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 or his or her designee and approved as to form by the Office of the Attorney General. Any amendment or modification of this Lease must be in writing and signed by both parties.

#### **ENERGY**

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

#### **REIMBURSEMENT FOR DAMAGE TO PREMISES**

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



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**HAZARDOUS SUBSTANCES**

19. Lessor 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 leased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation.

Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' 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 Lessee.

**ADDITIONAL LEASE PROVISIONS**

20. It is agreed that the Lessor shall, at Lessor's sole cost and expense, on or before July 1, 2004, complete in a good and workmanlike manner, in accordance with state Leased Space Requirements attached hereto and incorporated herein by reference as Exhibit "A" the following items:

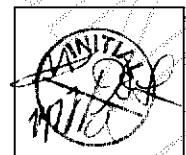
- a) Repaint entire facility, color to match existing. Schedule to be coordinated with Lessee.
- b) Evidence of moisture at acoustical ceiling in break room. Inspect for source of leak and repair as necessary. Remove and replace any water-logged insulation if necessary to prevent mold occurrence.
- c) Replace all stained or damaged ceiling tiles throughout facility. Replacement tiles to match surrounding materials.
- d) Professionally clean all carpet and VC tile areas. Replace worn, damaged carpet where necessary (staff area behind service counter).
- e) Clean and balance entire HVAC system – to include diffusers and ductwork. Consult with DOL staff for information as to possible areas of concern.

**CANCELLATION/SUPERSESSION**

21. This Lease cancels, supersedes, or replaces SR&L 8308 dated March 31, 1999, and all modifications thereto effective July 1, 2004.

**WITHHOLDING OF RENT PAYMENTS**

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



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**DATE COMPLIANCE**

23. All building systems controls which are time or date sensitive shall operate correctly with dates in the 20<sup>th</sup> or 21<sup>st</sup> century, so that 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, during or after the year 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.
- c) In all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or a suitable interface rule.

**CONDEMNATION**

24. If all the premises or such portions of the Building as may be required for the reasonable use of the premises, are taken by eminent domain, this Lease shall automatically terminate as of the date Lessee is required to vacate the premises and all rentals shall be paid to that date. In case of a taking of a part of the premises, or a portion of the Building not required for the reasonable use of the premises, at Lessee's determination, then the Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the floor area of the premises is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority. Lessor reserves all rights to damages and awards in connection therewith, except Lessee shall have the right to claim from the condemning authority the value of its leasehold interest and any relocation benefits.

**HOLDING OVER**

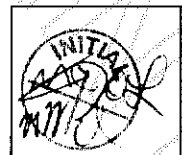
25. If Lessee remains in possession of the premises after the expiration or termination of the Lease term, or any extension thereof, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy, Lessee shall pay all rent provided in this Lease or such other rent as the parties mutually agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to extend.

**SUBORDINATION**

26. So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

**CAPTIONS**

27. 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.



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## NOTICES

28. 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: John O. Linde and Carol Linde  
Post Office Box 542  
Friday Harbor, Washington 98250

LESSEE: Department of General Administration  
Division of State Services, Real Estate  
210 11<sup>th</sup> Avenue SW., Room 230  
Post Office Box 41015  
Olympia, Washington 98504-1015

SRL 04-0077

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

John O. Linde and Carol Linde, husband and wife,

By: John O. LindeTitle: OWNERDate: 6/18/04By: Carol LindeTitle: OWNERDate: 6-18-04

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

APPROVED AS TO FORM:

By: Margaret Smith

Assistant Attorney General

Date: 6/30/04

Andrew A. Jenkins  
Real Estate Agent

Date: 6/21/04

STATE OF WASHINGTON

Department of Licensing

Acting through the Department  
of General Administration

Mark L. Lahaie, Real Estate Services Manager  
Division of State Services

Date: 7/12/04

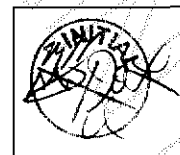
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 15 2004

Amount Paid \$  
Skagit Co. Treasurer  
By [Signature] Deputy



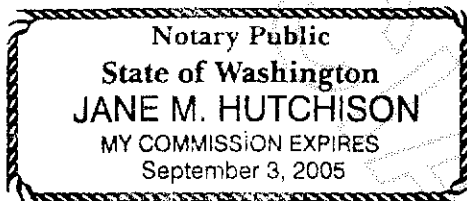
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STATE OF WA )  
 ) ss.  
County of SAN JUAN )

I, the undersigned, a Notary Public, do hereby certify that on this 18<sup>th</sup> day of June, 2004, personally appeared before me JOHN CAROL LINDE to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that they signed and sealed the same as free and voluntary act and deed, for the purposes and uses therein mentioned.

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



Jane M Hutchison  
Notary Public in and for the State of Washington,  
Residing at Friday Harbor  
My commission expires 9-3-2005

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that \_\_\_\_\_ signed and sealed the same as free and voluntary act and deed, for the purposes and uses therein mentioned.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_



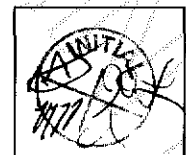
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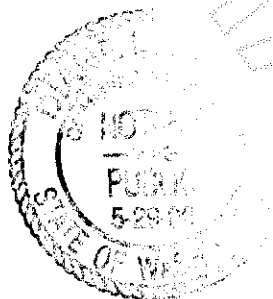




STATE OF WASHINGTON       )  
  ) ss.  
County of Thurston        )

I, the undersigned, a Notary Public, do hereby certify that on this 12th day of July, 2004, personally appeared before me MARK L. LAHAIE, Real Estate Services Manager, Division of State Services, 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 1011 1st Ave N  
My commission expires 5/29/10



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