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Skagit County Auditor

7/17/2017 Page

1 of

\$77.00

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AFTER RECORDING RETURN TO:

Department of Enterprise Services
Real Estate Services
Post Office Box 41468
Olympia, WA 98504-1468

Sublease No. SSL 16-0116
SR 1000820

(Mount Vernon) AAJ/cns

Page 1 of 5

Date: May 17, 2017

SUBLEASE

1. This SUBLEASE, made and entered into by and between State of Washington, Department of Social and Health Services whose interest in subject property is that of Lessee, whose address is Post Office Box 45806, Olympia, Washington 98504-5806 for its successors, and assigns, hereinafter called the Sublessor, and the State of Washington, Department of Early Learning acting through the Department of Enterprise Services, hereinafter called the Sublessee. Sublessor, entered into a lease with MV, LLC whose address is Post Office Box 53308, Bellevue, Washington 98015, as Lessor, dated September 21, 2016, to which lease reference is hereby made as if the same were herein set forth at length, which lease is hereinafter referred to as the Master Lease. The parties covenant and agree as follows:

WHEREAS, the Department of Enterprise Services is granted authority to lease 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:

LEASED PREMISES

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

Tax Parcel Number: 340417-3-001-0208

Common Street Address: 900 E. College Way, Mount Vernon, Washington

Approximately 215 BOMA Rentable square feet of office space located at 900 E. College Way, Mount Vernon, Washington, together with shared use of one hundred ninety (190) on-site code parking spaces, situate on a parcel of land legally described as:

Tract "A" of Short Plat MV-8-77, approved April 28, 1977, recorded April 28, 1977, recorded April 28, 1977 under Auditor's File No. 855522 in Volume 2 of Short Plats, page 53, being a portion of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M., EXCEPTING therefrom:

All that portion of the above described Parcel A lying Northeasterly of a line beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 30+70.54 on the SR 538 survey line of SR 538, Jct. SR5 to LaVenture Road, and 40 feet Southerly therefrom; thence along the arc of a curve to the right having a radius of 35 feet to a point opposite HES 31+05.53 on said survey line and 74.65 feet Southerly therefrom; thence Southerly to a point opposite HES 31+06.28 on said survey line and 150 feet Southerly therefrom; thence Easterly parallel with said survey line 100 feet to a point and the end of this line description, Mount Vernon, Skagit County, Washington.

USE

3. The premises shall be used by the Department of Early Learning 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 March 1, 2018 and ending February 28, 2023.

4.1 It is mutually understood and agreed by and between the Sublessor and the Sublessee that this Sublease may be cancelled and terminated by either party provided that written notice of such cancellation and termination shall have been given at least ninety (90) days prior to the effective date thereof, in which event rent shall be prorated to the date of termination.

RENTAL RATE

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

Three Hundred Forty-nine Dollars and Thirty-eight Cents \$349.38 per month

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

EXPENSES

6. The Sublessor shall furnish as part of the rental consideration, the following: water, sewer, storm water, garbage collection, maintenance as described below, together with all utilities and services as normally required in the operation of an office building and including, but not limited to adequate heat, light, electricity, air-conditioning, elevator service, restroom facilities, and janitor service--janitor service to include window washing, restroom supplies, light bulbs, etc.

6.1. Sublessee shall reimburse Sublessor for their pro-rata share of water, sewer, garbage collection, electricity, janitorial services and restroom supplies.

MASTER LEASE

7. This Sublease is subject and subordinate to the Master Lease. Except as may be inconsistent with the terms hereof, all the terms, covenants and conditions contained in the Master Lease shall be applicable to this Sublease with the same force and effect as if Sublessor were the Lessor under the Master Lease and Sublessee were the Lessee thereunder; and in case of any breach hereof by Sublessee, Sublessor shall have all the rights against Sublessee as would be available to the Lessor against the Lessee under the Master Lease if such breach were by the Lessee thereunder. If the Master Lease terminates prior to the end of the Sublease term, the Sublease shall, if approved by the Master Lessor, continue to the end of the term of the Sublease, provided that if the Master Lease terminates the Sublessee shall attorn to the Master Lessor, who shall otherwise substitute for the Sublessor.

LIMITATION

8. Notwithstanding anything herein contained, the only services or rights to which Sublessee is entitled hereunder are those to which Sublessor is entitled under the Master Lease and that for all such services and rights Sublessee will look to the Lessor under the Master Lease.

REPRESENTATION

9. Sublessee represents that it has read and is familiar with the terms of the Master Lease which is attached as (Exhibit "A") and incorporated herein.

ENTIRE AGREEMENT

10. All prior understandings and agreements between the parties are merged within this Sublease, which alone fully and completely sets forth the understanding of the parties; and this Sublease may not be changed or terminated orally or in any manner other than by written agreement. Any amendment or modification of this Sublease must be in writing and signed by both parties.

HOLD HARMLESS

11. To the extent authorized by law, the Sublessee, its successors or assigns, will protect, save and hold harmless the Sublessor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any acts or activities authorized by this Sublease. The Sublessee further agrees to defend the Sublessor, its agents, or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Sublease. This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Sublessor 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 Sublessor, its agents or employees, and (b) the Sublessee, its agents or employees and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sublessee or Sublessee's agents or employees.

CANCELLATION/SUPERSESION

12. This sublease cancels, supersedes or replaces ~~DEC 06-0108, dated December 30, 2008,~~ and all amendments, modifications, and renewals thereto, effective March 1, 2018.

MONTH TO MONTH TENANCY

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

NOTICES

14. 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: State of Washington
Department of Social and Health Services
Post Office Box 45806
Olympia, Washington 98504-5806

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

JUL 17 2017

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

SUBLESSEE: State of Washington
Department of Early Learning
Acting through the Department of Enterprise Services
Real Estate Services
Post Office Box 41468
Olympia, Washington 98504-1468

SSL 16-0116

CAPTIONS

15. 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.

INTEGRATED DOCUMENT

16. This Lease and the exhibits hereto constitute the entire agreement between the parties with respect to the lease of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties subscribe their names.

STATE OF WASHINGTON

Department of Social and Health Services

By: Jeffrey M. Willis

Printed Name: JEFF WILLIS

Title: ASHS LEASES FACILITIES CHIEF

Date: 06/05/2017

STATE OF WASHINGTON

Department of Early Learning

Acting through the Department
of Enterprise Services

Seth Wallace

Seth Wallace, Assistant Director
Real Estate Services

Date: 6/16/17

RECOMMENDED FOR APPROVAL:

Andrew Jenkins

Andrew Jenkins, DSHS Embedded Team Manager
Real Estate Services

Date: 6/6/2017

APPROVED AS TO FORM:

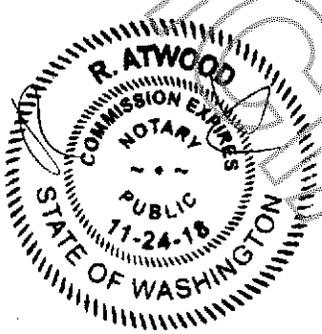
By: Brian Fuller
Assistant Attorney General

Date: 6/16/17

STATE OF WA)
County of Thurston) ss.

On this 5th day of June, 20 17 before me personally appeared Jeffrey M. Willis 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 DHS Leased Facilities Chief of DHS 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.

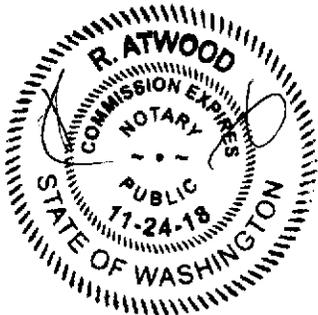


R. Atwood
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 11/24/18

STATE OF WASHINGTON)
County of Thurston) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 21st day of June, 20 17, personally appeared before me SETH WALLACE, Assistant Director, Real Estate Services, Department of Enterprise Services, 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.



R. Atwood
Notary Public in and for the State of Washington,
Residing at Thurston County
My commission expires 11/24/18