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03/18/2025 10:43 AM Pages: 1 of 6 Fees: \$308.50  
Skagit County Auditor

Upon recording, kindly return to:

K&L Gates LLP  
ATTN: Cynthia M. Weed  
925 Fourth Avenue, Suite 2900  
Seattle, WA 98104

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY *Arena Thompson*  
DATE *3.18.25*

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TERMINATION OF LEASE

GRANTOR(S): SKAGIT VALLEY COLLEGE FOUNDATION,  
a Washington non-profit corporation

GRANTEE(S): SKAGIT VALLEY COLLEGE

ABBREVIATED LEGAL DESCRIPTION: PTN NW1/4, NW1/4, SEC. 16, TWP 34N, R 4E, W.M., SKAGIT COUNTY, WA.  
*(Please see full legal description as Exhibit A, attached hereto and incorporated herein.)*

ASSESSOR'S TAX PARCEL NO(S): P25016 / 340416-32-007-0007

RELATED DOCUMENT(S): N/A

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### TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this "Agreement") is made and entered into as of December 10, 2024, by and between SKAGIT VALLEY COLLEGE FOUNDATION, a Washington non-profit corporation ("Lessor"), and SKAGIT VALLEY COLLEGE ("Lessee").

### RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated July 16, 1998 (the "Lease"), pursuant to which Lessor has leased to Lessee certain Property commonly known as Campus View Village, located at 2220 Sigmar Lane, Mount Vernon, Washington 98273, (the "Property"), as legally described on Exhibit A, attached hereto and incorporated herein.

WHEREAS, the Term of the Lease expired on November 1, 2023 (the "Expiration Date").

WHEREAS, Lessor and Lessee acknowledge the termination of the Lease at the time of the Expiration Date, subject to the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the same meaning given to such terms in the Lease.
2. Termination; No Further Rights or Obligations. Lessor and Lessee hereby agree that the Lease terminated as of the Expiration Date and is of no further force or effect. From and after the Expiration Date, except for those obligations expressly surviving the termination of the Lease, including, but not limited to, any indemnity obligation, (a) Lessee has no further rights, liabilities or obligations with respect to the Lease or the Property, and (b) Lessor has no further rights or obligations with respect to the Lease.
3. Warranties. Lessee represents and warrants to Lessor on the date hereof that (i) there has been no event of injury to persons and/or damage to property on the Property during the time Lessee had possession of the Property that has not been disclosed to Lessor in writing pursuant to the notice provisions of the Lease; (ii) Lessor has fully and completely performed each and all of Lessor's obligations, covenants and agreements under the Lease that were to have been performed as of the date hereof; and (iii) Lessee has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease (the "Warranties").

4. Waiver and Release of Rights. Lessee shall, upon the date of this Agreement, be conclusively deemed without the execution of any other document, for itself and its successors and assigns, to waive, release, relinquish and forego any and all known and unknown claims, damages, causes of action, demands or remedies (collectively, "Claims") it may have against Lessor under the Lease that relates to an act, event or omission occurring prior to or after the Expiration Date (except for the obligations related to the Lease set forth herein). Lessor shall, upon the date of this Agreement, be conclusively deemed without the execution of any other document, for itself and its successors and assigns, to waive, release, relinquish and forego any Claims it may have against Lessee under the Lease which relate to an act, event or omission occurring after the Expiration Date.

5. Governing Law. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.


6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. In addition, the parties agree that this Agreement will be considered executed when the signature of a party is delivered by (i) facsimile transmission, (ii) scanned image (e.g., pdf or .tiff file extension name) as an attachment to electronic mail (email), or (iii) electronic signature technology (e.g. DocuSign). Such facsimile, scanned or electronic signature must be treated in all respects as having the same effect as an original "wet ink" signature. Both parties to this Agreement intend to be bound by the signatures on the faxed, electronic or e-mailed document, are aware that the other party will rely on the faxed, electronic or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature. The parties further agree that after execution this Agreement, it may be maintained in electronic form and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Agreement as of the day and year first above written.

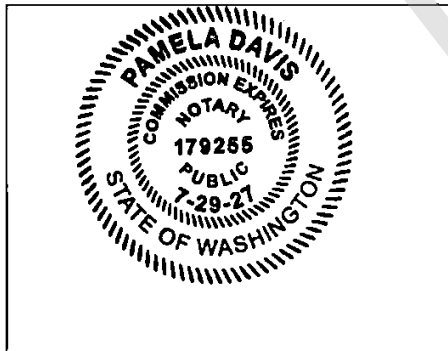
**LESSOR:**

**SKAGIT VALLEY COLLEGE FOUNDATION,**  
a Washington non-profit corporation

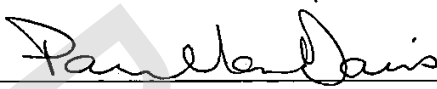
By:   
Name: Kathleen Petrzelka  
Title: Executive Director

STATE OF WASHINGTON  
COUNTY OF Skagit } ss.

This record was acknowledged before me on December 10, 2024 by Kathleen Petrzelka as Executive Director of SKAGIT VALLEY COLLEGE FOUNDATION, a Washington non-profit corporation.



[Seal/ Stamp]

  
Printed Name: Pamela Davis  
Notary Public for the State of Washington,  
My appointment expires 7/29/27

LESSEE:

SKAGIT VALLEY COLLEGE

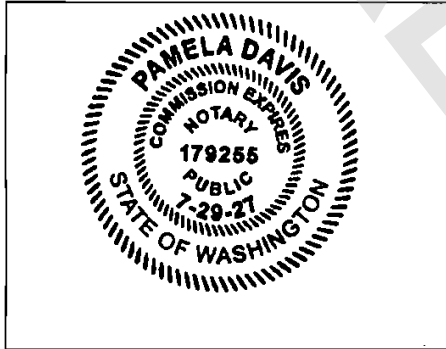
By: C Villa  
Name: CHRISTOPHER VILLA  
Title: PRESIDENT

STATE OF WASHINGTON

COUNTY OF Skagit }

ss.

This record was acknowledged before me on December 10, 2024 by Christopher Villa, as President of SKAGIT VALLEY COLLEGE.



[Seal/ Stamp]

Pamela Davis

Printed Name: Pamela Davis  
Notary Public for the State of Washington,  
My appointment expires 7/29/27.

**EXHIBIT A****FULL LEGAL DESCRIPTION**

The following real property situated in Skagit County, Washington and more particularly described as follows:

THAT PORTION OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 165 FEET, THENCE EAST TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 165 FEET; THENCE WEST TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACT:

THE READ RIGHT-OF-WAY KNOWN AS LAVENTURE ROAD ALONG THE WEST LINE THEREOF.

Situs Address: 2220 Sigmar Lane, Mount Vernon, WA 98238

Skagit County Parcel No./xREFID: P25016 / 340416-2-007-0007

[Exhibit A to Termination of Lease Agreement]