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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 16-0115A  
SR 1002810

(Stevenson) AAJ/cns  
Page 1 of 6  
Date: June 14, 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, acting through the Department of Enterprise Services, hereinafter called the Sublessor, and the Southwest Washington Agency on Aging and Disabilities whose address is 201 NE 73<sup>rd</sup> Street, Suite 201, Vancouver, Washington 98665, hereinafter called the Sublessee. Sublessor, entered into a lease with Vine Street Investors, LLC whose address is Post Office Box 430, Arlington, Washington 98223-0430, as Lessor, dated October 20, 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: 02-07-01-1-1-4000-00

Common Street Address: 266 Second Avenue, Stevenson, Washington.

Approximately 253 square feet of office space in the building located at 266 Second Avenue, in the City of Stevenson, Washington; together with exclusive use of code parking stalls, all situate on property legally described as: Lots 22, 23, and 24, Block 7, "Town of Stevenson," situated in the Northeast quarter of Section 1, Skamania County, Washington.

**USE**

3. The premises shall be used by the Southwest Washington Agency on Aging and Disabilities and/or other state agencies for the following purpose(s): office space and service delivery to clients.



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**TERM**

4. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning July 1, 2017 and ending June 30, 2022.

4.1 It is provided, however, that there is expressly reserved to the Sublessee the right and option to terminate this Sublease by giving written notice to the Sublessor 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.

**RENTAL RATE**

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

Four Hundred Ten Dollars and Twenty-eight Cents

\$410.28 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. and such other items as set forth in Exhibit "J" attached to Master Lease and referred hereto by reference only.

**MASTER LEASE**

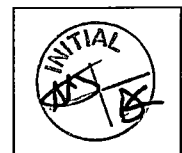
7. This Sublease is subject and subordinate to the Master Lease. Except as may be inconsistent with the terms hereof, all the terms, covenants and conditions contained in the Master Lease shall be applicable to this Sublease with the same force and effect as if Sublessor were the Lessor under the Master 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.



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**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.

**INSURANCE**

12. Sublessee shall, at all times during the term of the Sublease, at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Sublease at the Sublessor's discretion.

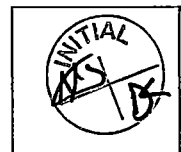
All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Department of Social and Health Services Risk Manager, or the Risk Manager for the State of Washington, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Sublessee shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall have products-completed aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contracts, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation on insureds (cross liability) condition.

All policies required under this Sublease shall include and maintain the following provisions and the Sublessor shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

a. Sublessee is subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Sublessor shall be given ten (10) days advance notice of cancellation.



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b. Sublessee subject to 48.15 RCW (Surplus lines): The Sublessor shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the Sublessor shall be given 10 days advance notice of cancellation.

c. The Sublessor, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies.

d. All insurance provided in compliance with this sublease shall be primary as to any other insurance or self-insurance programs afforded to or maintained by Sublessor.

e. By requiring insurance herein, Sublessor does not represent that coverage and limits will be adequate to protect Sublessee, and such coverage and limits shall not limit Sublessee's liability under the indemnities and reimbursements granted to Sublessor in this Sublease.

#### INDEMNITY

13. Sublessee shall neither do nor permit anything to be done which would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the Lessor under the Master Lease, and Sublessee shall indemnify and hold Sublessor harmless from and against all claims of any kind whatsoever by reason of any breach or default on the part of Sublessee by reason of which the Master Lease may be terminated or forfeited.

#### MONTH TO MONTH TENANCY

14. 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

15. 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.

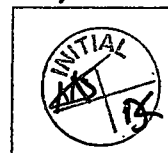
SUBLESSOR: State of Washington  
Department of Social and Health Services  
 Acting through the Department of Enterprise Services  
 Real Estate Services  
 1500 Jefferson Street S.E., 2<sup>nd</sup> Floor  
 Post Office Box 41468  
 Olympia, Washington 98504-1468

SUBLESSEE: Southwest Washington Agency on Aging and Disabilities  
201 NE 73<sup>rd</sup> Street., Suite 201  
Vancouver, Washington 98665

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#### 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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**INTEGRATED DOCUMENT**

17. 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.

**Southwest Washington Agency on Aging  
and Disabilities**

By: David W. Kelly  
Printed Name: DAVID W KELLY  
Title: EXECUTIVE DIRECTOR  
Date: 7 Sept. 2017

**STATE OF WASHINGTON**Department of Social and Health Services

Acting through the Department  
of Enterprise Services

Seth Wallace  
Seth Wallace, Assistant Director  
Real Estate Services

Date: 10/2/17

**RECOMMENDED FOR APPROVAL:**

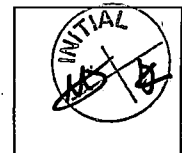
Andrew Jenkins  
Andrew Jenkins, DSHS Embedded Team Manager  
Real Estate Services

Date: 9/14/2017

**APPROVED AS TO FORM:**

By: Brian Feller  
Assistant Attorney General

Date: 9/25/17



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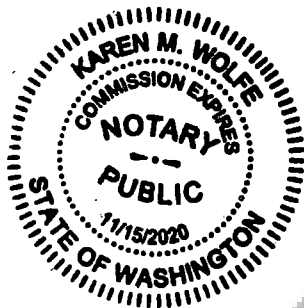
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STATE OF Washington )  
 ) ss.  
 County of Clark )

On this 7<sup>th</sup> day of September, 2017 before me personally appeared DAVID W. KELLY 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 EXECUTIVE DIRECTOR of Southwest Washington Agency on Aging & Disabilities 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.

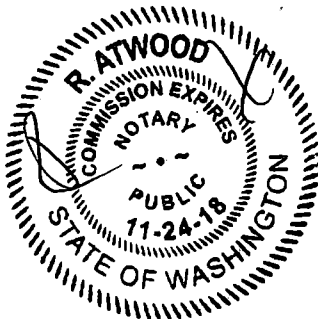


Karen M. Wolfe  
 Notary Public in and for the State of Washington,  
 Residing at Vancouver, Washington  
 My commission expires NOV. 15, 2020

STATE OF WASHINGTON )  
 ) ss.  
 County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 2nd day of October, 2017, 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

