

AFTER RECORDING RETURN TO:

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

Sublease No. SSL 16-0115B
SR 1003042

(Stevenson) CFS/cns
Page 1 of 5
Date: July 19, 2018

SUBLEASE

1. This SUBLEASE, made and entered into by and between State of Washington, Department of Children, Youth, and Families whose interest in subject property is that of Lessee, whose address is Post Office Box 40975, Olympia, Washington 98504-0975 for its successors, and assigns, hereinafter called the Sublessor, and the State of Washington, Department of Social and Health Services, acting through the Department of Enterprise Services, hereinafter called the Sublessee. Sublessor, entered into a lease with Vine Street Investors, LLC, a Washington limited liability company 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: 02-07-01-1-1-4190-00 and 02-07-01-1-1-4000-00.

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

Approximately 2,995 square feet of office space in the building located on Parcels No. 02-07-01-1-1-4190-99 and No. 02-07-01-1-1-4000-00 commonly known as 266 Second Avenue, in the City of Stevenson, Washington; together with exclusive use of thirty (30) designated parking stalls, twenty-four (24) of which are covered, including parking designated for persons with disabilities per code, 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 Department of Social and Health Services and/or other state agencies for the following purpose(s): office space. Office use includes associated office activities, such as trainings, conferences, retreats, open public meetings, health and wellness activities, and office related parties and social events.

Sublease No. SSL 16-0115B

July 19, 2018

Page 2 of 5

TERM

4. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning July 1, 2018 and ending June 30, 2022.

RENTAL RATE

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

Four Thousand One Hundred Eighty Dollars and Fifty-two Cents

\$4,180.52 per month

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

EXPENSES

6. Sublessee shall reimburse Sublessor for its prorata share of all expenses paid by the Sublessor under paragraph 5.1 of the Master Lease.

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

Sublease No. SSL 16-0115B

July 19, 2018

Page 3 of 5

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.

MONTH TO MONTH TENANCY

12. 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

13. 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 Children, Youth, and Families
Post Office Box 40975
Olympia, Washington 98504-0975

SUBLESSEE: State of Washington
Department of Enterprise Services
Real Estate Services
Post Office Box 41468
Olympia, Washington 98504-1468

SSL 16-0115

CAPTIONS

14. 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

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

Rest of Page Left Intentionally Blank

Sublease No. SSL 16-0115B

July 19, 2018

Page 4 of 5

IN WITNESS WHEREOF, the parties subscribe their names.

STATE OF WASHINGTON

Department of Children, Youth, and Families

By: Jeffrey M. Willis

Printed Name: Jeffrey M. Willis

Title: DCYF Facilities & Operations Chief

Date: 10/10/2018

STATE OF WASHINGTON

Department of Social and Health Services

Acting through the Department of Enterprise Services

[Signature]

Seth Wallace, Assistant Director
Real Estate Services

Date: 11/30/18

RECOMMENDED FOR APPROVAL:

Crystal Skinner

Crystal Skinner, DSHS Dedicated Leasing Agent
Real Estate Services

Date: 12/4/18

APPROVED AS TO FORM:

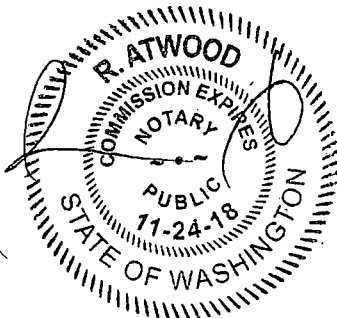
By: Brian Falls
Assistant Attorney General

Date: 10/22/18

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 10th day of October, 2018, personally appeared before me Jeffrey M. Willis, Department of Children, Youth, and Families, 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.



[Signature]

Notary Public in and for the State of Washington,
Residing at Thurston Co
My commission expires 11-24-18

Sublease No. SSL 16-0115B

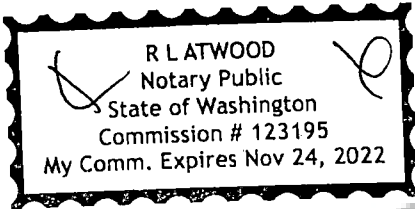
July 19, 2018

Page 5 of 5

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 30th day of November, 2018, 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.



Rexel
Notary Public in and for the State of Washington,
Residing at Thurston Co
My commission expires 11-24-22

UNOFFICIAL COPY