

CROSS COURT SHOPPING CENTER

CONSTRUCTION MANUAL

Burlington, Washington

TABLE OF CONTENTS

- I. FORWARD TO TENANT
- II. FORWARD TO ARCHITECT
- III. PROJECT REPRESENTATIVES
- IV. REPRESENTATIVES FOR GOVERNMENT AGENCIES
- V. REPRESENTATIVES FOR UTILITY SERVICE
- VI. BUILDING DATA:
 - EXHIBIT C - "Landlord and Tenant Work"
 - EXHIBIT E - "Tenant Design Criteria"
- VII. TENANT STANDARD DRAWINGS

I. FORWARD TO TENANT

This Construction Manual is primarily intended as a guide to assist you, the Tenant, and your construction staff during the design and construction phases of your tenant space. As such, we encourage you to see that the Manual and Drawings are distributed to your Architect, Engineer and Sign Designer, as appropriate.

Please following the instruction and procedures outlined in the following sections of this Manual, in order to expedite the necessary approvals and subsequent completion of your tenant space.

II. FORWARD TO ARCHITECT

This Construction Manual is intended as a guide to assist you in developing a viable design which meets the Landlord's criteria.

The following pages contained building information, Exhibits "C" and "E" of the Tenant's lease, which describes Landlord and Tenant responsibilities and design criteria.

Please carefully follow the instructions and procedures outlined in this Manual, in order to expedite the necessary approvals and timely completion of the Tenant's store.

Questions may be directed to the Landlord's Tenant Coordinator.

III. PROJECT REPRESENTATIVES

Project Manager WINMAR COMPANY, INC.
700 Fifth Avenue, Suite 2600
Seattle, Washington 98104-5026
FAX: (206) 223-4565
PHONE: (206) 223-4500

Regional Property Management WINMAR COMPANY, INC.
P. O. Box 21545
Seattle, Washington 98111-3545
FAX: (206) 223-4565
PHONE: (206) 223-4500

Regional Leasing WINMAR COMPANY, INC.
P. O. Box 21545
Seattle, Washington 98111-3545
FAX: (206) 223-4565
PHONE: (206) 223-4556

Kyle BrinJones

Local Property Management WINMAR CASCADE, INC.
201 Cascade Mall Drive
Burlington, Washington 98233
FAX: (360) 757-7710
PHONE: (360) 757-2070

Dan Gerbitz

Tenant Coordinator WINMAR COMPANY, INC.
P. O. Box 21545
Seattle, Washington 98111-3545
FAX: (206) 223-4565
PHONE: (206) 223-4567

Richard E. Beason, A.I.A.

Architect MITHUN PARTNERS
414 Olive Way, Suite 500
Seattle, Washington 98101
FAX: (206) 623-7005
PHONE: (206) 623-3344

Ron Van Der Veen

IV. REPRESENTATIVES FOR GOVERNMENT AGENCIES

CITY AND COUNTY AGENCIES:

Building Department

City of Burlington
Building and Planning
901 E. Fairhaven
P. O. Box 288
Burlington, Washington 98233
FAX: (360) 755-9565
PHONE: (360) 755-0077

James Sherwood
Building Official

Fire Marshall

Burlington Fire Chief
(360) 755-0261

Department of Health

Department of Health
Skagit County
Courthouse Administration Building
#301
205 West Kincaid
Mount Vernon, Washington 98270
PHONE: (360) 336-9380

Environmental Health Specialist

V. REPRESENTATIVES FOR UTILITY SERVICES

Electric Puget Sound Power & Light Company
 1667 Andis Road
 Burlington, Washington 98233
 PHONE: (360) 757-6021

Telephone Continental Telephone
 P. O. Box 579
 Mount Vernon, Washington 98273
 PHONE: (360) 428-3156

Gas Company Cascade Natural Gas Company
 P. O. Box 607
 Mount Vernon, Washington 98273

Water Supply Skagit County P.U.D. No. 1
 1415 Freeway Drive
 Mount Vernon, Washington 98273
 PHONE: (360) 424-7104

Sewer Department City of Burlington
 900 E. Fairhaven
 P. O. Box 288
 Burlington, Washington 98233
 PHONE: (360) 755-0531

VI. BUILDING DATA

Address	201 Cascade Mall Drive Burlington, Washington 98233
Local Jurisdiction	Burlington, Washington
Building Codes	1991 UBC (Verify current addition with local building officials)
Energy Code	1992 Washington State Energy Code
Occupancy Classifications	B-2
Building Type	VN Sprinklered
Zoning	C1
Structure Description	4" concrete slab-on-grade 4 x 8 x 3/8" tube steel columns 8" CMU backwalls and neutral piers Glu-lam and steel beams Truss joints at 32" O.C. Plywood roof deck
Design Loads	Roofline loads - 25 psf Floorline loads - 75 psf Wind loads - 80 MPH, exposure "C" Earthquake - Zone 3, RW - 6
Electrical	3-phase, 4-wire, 120/208V
Tax Parcel Number	340406-0-097-0012

**PROVISIONS FOR THE DESIGN AND CONSTRUCTION
OF INITIAL IMPROVEMENTS UPON THE PREMISES**

1. GENERAL PROVISIONS

1.1. Purpose. This Exhibit C sets forth the description of Landlord's Work and Tenant's Work.

1.2. Definitions. Unless otherwise expressly defined in this Exhibit C, all capitalized words shall have the meanings specified in the Lease or the Tenant Package, as the case may be.

1.3. References. Unless otherwise expressly provided in this Exhibit C, references to Articles, Sections and captions are references to Articles, Sections and captions contained in this Exhibit C.

2. TENANT PACKAGE

2.1. Tenant Package. Within three (3) days following Landlord's execution of the Lease and delivery of the Lease to Tenant, Landlord shall deliver to Tenant a Tenant Package which shall govern all of Tenant's Work. Tenant shall, and Tenant shall cause, Tenant's Architect, Tenant's engineer and Tenant's Contractor and subcontractors to, in all respects comply with, and Tenant's Work shall in all respects be subject to, the Tenant Package. The Tenant Package may contain, among other materials, the following: (a) Tenant Design and Construction Criteria, (b) Sign Criteria and Plan Submittal Guidelines, (c) Contractors' Rules and Regulations and (d) Technical Manual. The Tenant Package is incorporated by this reference into this Exhibit C and the Lease.

3. DESCRIPTION OF LANDLORD'S WORK

3.1. Landlord's Work Defined. "Landlord's Work" means the work, if any, which Landlord is expressly obligated to undertake pursuant to this Article 3. Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the Premises for Tenant's occupancy.

3.2. Center. Landlord or its predecessor-in-interest has constructed the Center, and the Building and other improvements upon the Center (exclusive of improvements constructed by or on behalf of each present and prior Occupant of the Center). Tenant has inspected the Center, the Building, the utilities, the types, quantities and qualities of the Utilities, and the other systems and Tenant has found the same to be suitable, sufficient and in

acceptable condition for the purpose of Tenant conducting the Permitted Use upon the Premises. Landlord shall have no obligation to undertake any work or furnish any additional materials upon any part of the Center or provide any additional utilities or other systems for the benefit of the Premises.

3.3. **Tenant Coordinator.** Landlord shall designate such person or persons identified in the Tenant Package as Tenant Coordinator ("Tenant Coordinator") who alone shall have authority on behalf of Landlord to oversee and manage the review and approval of Preliminary Documents, Construction Documents, As-Built Documents, Plan Revisions and other matters specified in this Exhibit C and the Tenant Package. No matter shall be deemed approved by Landlord under this Exhibit C unless approved in writing by the Tenant Coordinator. Landlord may, from time-to-time and upon written notice to Tenant's Representative, name another person or persons as Tenant Coordinator.

4. DESCRIPTION OF TENANT'S WORK

4.1. **Condition of Premises.** Upon the Delivery Date, Tenant shall accept delivery of the Premises in an "As Is" condition and "With All Faults" and Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the Premises for Tenant's occupancy except to the extent otherwise expressly stated in Article 3. Tenant hereby represents each of the following: (a) Tenant or its authorized representative has inspected the Premises and has made all inquiries, tests and studies that it deems necessary in connection with its leasing of the Premises, (b) Tenant is relying solely on Tenant's own inspection, inquiries, tests and studies conducted in connection with, and Tenant's own judgment with respect to, the condition of the Premises and Tenant's leasing thereof and (c) Tenant is leasing the Premises without any representations or warranties, express, implied or statutory by Landlord, or Landlord's agents, brokers, finders, consultants, counsel, employees, officers, directors, shareholders, partners, trustees or beneficiaries.

4.2. **Tenant's Work Defined.** "Tenant's Work" means all work of improvement to be undertaken upon the Premises (excluding Landlord's Work, if any), including, without limitation, all related documents, permits, licenses, fees and costs, all of which shall be at the sole cost and expense of Tenant. Tenant's Work shall be in compliance with applicable Governmental Regulations in effect as of the date Tenant's Work is commenced and shall include, without limitation, the purchase, installation and performance of the following:

4.2.1. Engaging the services of a licensed architect ("Tenant's Architect") to prepare the Preliminary Documents, Construction Documents and the As-Built Documents.

4.2.2. Preparation of originals and copies of the Preliminary Documents, Construction Documents and As-Built Documents.

4.2.3. Obtaining permits and licenses from governmental authorities.

4.2.4. Engaging engineering and construction management.

4.2.5. Costs of purchasing, manufacturing, installing and constructing all new, first-class improvements and fixtures in the Premises, including without limitation, the following: (a) Interior partition and curtain walls, (b) interior paint and wall coverings, (c) coves and ceilings, (d) storefront, (e) store fixtures, cases, wood paneling and cornices, (f) floor coverings, (g) fire/life safety systems and alarm systems, (h) plumbing within the Premises, including grease traps, which are required for all food processing areas (if any) having pot sinks and/or any grease-producing appliances that will discharge into the waste system, (i) ventilation, (j) electrical distribution within the Premises, (k) Tenant's Sign and other permitted signs, (l) telephone and telecommunications equipment, (m) light fixtures, ballasts and bulbs, (n) HVAC serving the Premises (unless Landlord agrees in writing to permit Tenant to retain any existing HVAC, in which case the existing HVAC shall be reconditioned and brought into first-class, working condition) and (o) such other improvements as Landlord shall reasonably require to bring the Premises into first-class condition based upon Landlord's reasonable standards of appearance, materials, specifications and design for the Center as well as that part of the Center in which the Premises are located.

4.3. **Architectural Harmony.** The Premises shall conform to the architectural elements and design for the Center, all as more specifically set forth in the Tenant Design and Construction Criteria and in the Tenant Package.

4.4. Documents for Construction

4.4.1. **Preliminary Documents Defined.** "Preliminary Documents" means all plans and documents required (a) to permit Landlord to inform Tenant of any corrections Tenant must make to resolve any conflicts between Tenant's proposed design and the Tenant Package prior to Tenant's preparation of Construction Documents and (b) to provide Landlord with sufficient information and detail of the proposed design of the Premises to permit Landlord to approve or disapprove the design or particular elements of the design. The Preliminary Documents shall include, without limitation, the following:

4.4.1.1. **Renderings.** A color rendering of the proposed storefront incorporating, without limitation, all graphics and Tenant's Sign.

4.4.1.2. **Architectural Documents.** Architectural documents shall consist of (a) a key plan depicting the location of the Premises and designating the store number; (b) a floor plan depicting all interior partitions, doors, store fixtures, plumbing fixtures and other construction drawn on a scale of $\frac{1}{4}''=1'0''$; (c) a storefront elevation depicting neutral pier(s), Tenant's Sign and graphics drawn on a scale of $\frac{1}{2}''=1'0''$ scale; (d) a reflected ceiling plan using dimensions drawn on a scale of $\frac{1}{4}''=1'0''$; (e) a lighting plan, description of fixtures and plan showing the location of electrical and telephone panels drawn on a scale of $\frac{1}{4}''=1'0''$; (f) over all interior sections through the Premises; (g) details and sections through the storefront (both vertical and parallel to the storefront) drawn on a scale of $\frac{1}{2}''=1'0''$; (h) samples of storefront and interior materials and colors mounted on foam core or card stock presentation boards, with all materials clearly labeled and cross-referenced to the floor plan; and (i) details, catalogue cut sheets and finishes for fixtures.

4.4.2. **Construction Documents Defined.** "Construction Documents" means all plans and documents required (a) to obtain all required permits from governmental authorities, (b) to provide Landlord with sufficient information and detail of the proposed construction of improvements upon the Premises to permit Landlord to approve or disapprove the improvements and (c) to construct and install Tenant's Work.

The Construction Documents shall include, without limitation, the following:

4.4.2.1. **Architectural Documents**. Architectural documents shall consist of (a) a key plan depicting the location of the Premises and designating the store number; (b) a floor plan, depicting all interior partitions and dimensions drawn on a scale of $\frac{1}{4}''=1'0''$; (c) a reflected ceiling plan drawn on a scale of $\frac{1}{4}''=1'0''$; (d) overall interior sections through the Premises depicted on drawings in accordance with the Tenant package and drawn on a scale of $\frac{1}{4}''=1'0''$; (e) a storefront elevation, depicting neutral pier(s) and Tenant's Sign drawn on a scale of $\frac{1}{2}''=1'0''$; (f) details and sections through the storefront drawn on a scale of $1\frac{1}{2}''=1'0''$; (g) interior elevations drawn on a scale of $\frac{1}{4}''=1'0''$; (h) details of special conditions, including mezzanines, drawn on a scale of $1\frac{1}{2}''=1'0''$; (i) door schedule with details; (j) details, catalogue cut sheets and finishes for fixtures; and (k) finish and color schedule.

4.4.2.2. **Mechanical Documents**. Mechanical documents shall consist of (a) a reflected ceiling plan, depicting diffusers and return air grilles drawn on a scale of $\frac{1}{4}''=1'0''$; (b) a roof plan showing the location of proposed rooftop equipment drawn on a scale of $\frac{1}{4}''=1'0''$; (c) details of all equipment and methods of installations drawn on a scale of $\frac{1}{2}''=1'0''$; and (d) a partial structural framing plan showing existing conditions at rooftop installations and proposed reinforcement, which shall be accompanied by structural engineers' calculations, drawn on a scale of $\frac{1}{2}''=1'0''$.

4.4.2.3. **Plumbing Documents**. Plumbing documents shall consist of (a) a floor plan depicting all water piping, sanitary facilities, plumbing vent piping, water heater, drinking fountains (if any), water closet, lavatory and floor drain; (b) a plumbing piping diagram; (c) plumbing fixture schedule; (d) water heater detail and cut sheet; and (e) grease trap cut sheets and information for all food preparation areas having pot sinks and/or any grease-producing appliances that will discharge into the waste system.

4.4.2.4. **Fire Protection Documents**. Fire protection documents shall consist of a reflected ceiling plan depicting sprinkler head locations drawn on a scale of $\frac{1}{4}''=1'0''$.

4.4.2.5. **Electrical Documents**. Electrical documents shall consist of (a) an electrical load summary; (b) a floor plan depicting branch circuiting and equipment locations; (c) a reflected ceiling plan depicting the layout of light fixtures; (d) system one-line diagram; (e) panel board schedules; (f) lighting fixture schedule; and (g) a legend.

4.4.2.6. **Structural Documents**. Structural documents shall depict (a) all design elements affecting the structure of the Building; (b) all alterations, additions, modifications and reinforcements to the Building which shall be required to accommodate Tenant's Work; (c) all calculations; and (d) all forms required by governmental agencies and Governmental Regulations, fully and properly completed and executed by Tenant.

4.4.2.7. **Sign Documents**. Sign documents shall consist of the contractor's drawings of Tenant's Sign and all other signs, providing details of sizes, lettering, colors, materials, illumination, construction, fabrication, and method and location of installation. Signs shall be designed and constructed in accordance with the Tenant Package.

4.4.2.8. **Samples**. Samples of materials, including a material sample board, photographs of other of Tenant's stores and such other, similar samples as Landlord shall reasonably require.

4.4.3. **Drawing Requirements**. Each sheet of each drawing constituting the Preliminary Documents and the Construction Documents shall have affixed the embossed stamp of the appropriate design professional. The drawings shall depict all design characteristics and all specific requirements for Tenant's Work and shall include all notes and provisions required by the Lease.

4.4.4. **Engineered Documents.** Tenant shall retain, at its sole cost and expense, independent, licensed engineering consultants approved in advance by Landlord to prepare both the Preliminary Documents and the Construction Documents relating to the structural, mechanical, HVAC, electrical, plumbing, fire/life-safety and sprinkler work constituting Tenant's Work.

4.4.5. **Content.** The content and level of detail of both the Preliminary Documents and the Construction Documents shall be subject to the reasonable approval of Landlord. All drawings which are part of the Preliminary Documents shall consist of four (4) sets of blue line drawings and one (1) set of reproducible sepia drawings and all drawings which are part of the Construction Documents shall consist of six (6) sets of blue line drawings and one (1) set of reproducible sepia drawings.

4.5. **As-Built Documents.**

4.5.1. **As-Built Documents Defined.** "As-Built Documents" means all of the following: (a) Architectural as-built drawings, (b) mechanical as-built drawings, (d) plumbing as-built drawings, (e) fire protection as-built drawings, (f) electrical as-built drawings, (g) structural as-built drawings, (h) as-built drawings for all other Tenant's Work and (i) one (1) computer-aided design diskette ("CAD") for all Construction Documents which were prepared using a CAD program.

4.5.2. **Content.** The content and level of detail of the As-Built Documents shall be subject to the reasonable approval of Landlord.

4.6. **Procedure for Reviewing Preliminary Documents.** The following procedure shall be used for reviewing the Preliminary Documents:

4.6.1. **Submission** Within twenty (20) days following Tenant's receipt of a fully-executed counterpart of the Lease and a copy of the Tenant Package ("Preliminary Document Submission Date"), Tenant shall submit the signed and stamped Preliminary Documents to Tenant Coordinator for review.

4.6.2. **Review by Tenant Coordinator.** Within fifteen (15) days after Tenant Coordinator has received the Preliminary Documents, Tenant Coordinator shall either (a) approve the Preliminary Documents or (b) approve the Preliminary Documents with conditions or (c) disapprove the Preliminary Documents. If Tenant Coordinator approves the Preliminary Documents, Tenant Coordinator shall notify Tenant in writing and/or by endorsing and returning one set of Preliminary Documents to Tenant. If Tenant Coordinator approves the Preliminary Documents with conditions, Tenant Coordinator shall notify Tenant both of the approval and the conditions for such approval and/or by endorsing and returning to Tenant one (1) set of Preliminary Documents containing Tenant Coordinator's conditions for approval. If Tenant Coordinator disapproves the Preliminary Documents, Tenant Coordinator shall notify Tenant giving Tenant a written explanation, in reasonable detail, for Tenant Coordinator's disapproval.

4.6.3. **Disapproval.** If Tenant Coordinator disapproves the Preliminary Documents pursuant to Section 4.6, then Tenant shall make such adjustments, corrections and modifications as shall be required to overcome Tenant Coordinator's objections and resubmit the revised Preliminary Documents to Tenant Coordinator for Landlord's approval. Within fifteen (15) days after Tenant Coordinator's receipt of the revised Preliminary Documents from Tenant, Tenant Coordinator shall (a) approve the Preliminary Documents, (b) approve the Preliminary Documents with conditions or (c) disapprove the Preliminary Documents, in the manner specified at Section 4.6.2. The preceding process shall be continued until (i) the Preliminary Documents are either approved or conditionally approved by Tenant Coordinator, or (ii) this Lease is terminated pursuant to Section 4.7.

4.6.4. **Conditional Approval.** If Tenant Coordinator shall approve the Preliminary Documents with conditions, then Tenant shall be obligated to incorporate and otherwise comply with each and every condition. If Tenant reasonably objects to any condition(s), Tenant shall notify Tenant Coordinator in writing within three (3) days after Tenant Coordinator delivers such conditional approval to Tenant specifying (a) all of Tenant's reasonable objection(s) to Tenant Coordinator's condition(s) and (b) proposed alternative resolution(s) that Tenant reasonably believes will remove all of Tenant Coordinator's objections. Promptly

following Tenant Coordinator's receipt of Tenant's proposed resolution(s), Tenant Coordinator shall notify Tenant in writing that Landlord has either agreed to Tenant's proposed resolution(s) or reaffirms Tenant Coordinator's conditions. Such determination by Tenant Coordinator shall be conclusive and binding on both Landlord and Tenant.

4.7. Period for Approval. If Tenant Coordinator does not approve the Preliminary Documents within forty-five (45) days following the Effective Date, Landlord may elect to terminate this Lease by providing Tenant written notice of such election within twenty (20) days following the expiration of the said forty-five (45)-day period; however, the said forty-five (45)-day period shall be extended one (1) day for each day Tenant Coordinator fails to respond to Tenant within the time frame required of Tenant Coordinator pursuant to Section 4.6.

4.8. Procedure for Reviewing Construction Documents. The following procedure shall be used for reviewing the Construction Documents:

4.8.1. Submission Within forty-five (45) days following Landlord's approval (with or without conditions) of the Preliminary Documents ("Construction Document Submission Date"), Tenant shall submit the signed and stamped Construction Documents to Tenant Coordinator for review.

4.8.2. Review by Tenant Coordinator. Within fifteen (15) days after Tenant Coordinator has received the Construction Documents, Tenant Coordinator shall either (a) approve the Construction Documents or (b) approve the Construction Documents with conditions or (c) disapprove the Construction Documents. If Tenant Coordinator approves the Construction Documents, Tenant Coordinator shall notify Tenant in writing and/or by endorsing and returning one set of Construction Documents to Tenant. If Tenant Coordinator approves the Construction Documents with conditions, Tenant Coordinator shall notify Tenant both of the approval and the conditions for such approval and/or by endorsing and returning to Tenant one (1) set of Construction Documents containing Tenant Coordinator's conditions for approval. If Tenant Coordinator disapproves the Construction Documents, Tenant Coordinator shall notify Tenant giving Tenant a written explanation, in reasonable detail, for Tenant Coordinator's disapproval.

4.8.3. **Disapproval.** If Tenant Coordinator disapproves the Construction Documents pursuant to Section 4.8, then Tenant shall make such adjustments, corrections and modifications as shall be required to overcome Tenant Coordinator's objections and resubmit the revised Construction Documents to Tenant Coordinator for Landlord's approval. Within fifteen (15) days after Tenant Coordinator's receipt of the revised Construction Documents from Tenant, Tenant Coordinator shall (a) approve the Construction Documents, (b) approve the Construction Documents with conditions or (c) disapprove the Construction Documents, in the manner specified at Section 4.8.2. The preceding process shall be continued until (i) the Construction Documents are either approved or conditionally approved by Tenant Coordinator, or (ii) this Lease is terminated pursuant to Section 4.9.

4.8.4. **Conditional Approval.** If Tenant Coordinator shall approve the Construction Documents with conditions, then Tenant shall be obligated to incorporate and otherwise comply with each and every condition. If Tenant reasonably objects to any condition(s), Tenant shall notify Tenant Coordinator in writing within three (3) days after Tenant Coordinator delivers such conditional approval to Tenant specifying (a) all of Tenant's reasonable objection(s) to Tenant Coordinator's condition(s) and (b) proposed alternative resolution(s) that Tenant reasonably believes will remove all of Tenant Coordinator's objections. Promptly following Tenant Coordinator's receipt of Tenant's proposed resolution(s), Tenant Coordinator shall notify Tenant in writing that Landlord has either agreed to Tenant's proposed resolution(s) or reaffirms Tenant Coordinator's conditions. Such determination by Tenant Coordinator shall be conclusive and binding on both Landlord and Tenant.

4.8.5. **Government Approval.** Upon Landlord's approval of the Construction Documents, Tenant shall promptly submit the same to the appropriate governmental authority for plan checking and the issuance of a building permit. If the governmental authority requires any changes to the Construction Documents prior to the issuance of a building permit, Tenant shall, at its sole cost and expense, promptly make such required change to the Construction Documents and submit the changed Construction Documents to Landlord for Landlord's approval. Landlord shall have ten (10) business days within which to approve, approve with conditions or disapprove such changed plans. Tenant Coordinator's approval

or approval with conditions, as the case may be, shall be conclusive and binding on Landlord and Tenant. If Landlord shall disapprove the changed Construction Documents, Landlord shall provide Tenant with written objections and Tenant shall have ten (10) business days within which to amend the Construction Documents and incorporate Landlord's required changes. Upon Landlord's approval of the changed Construction Documents, Tenant shall promptly submit such plans to the appropriate governmental authority for plan checking and the issuance of a building permit as previously set forth in this Section 4.8.5.

4.8.6. **Plans.** The Construction Documents as finally approved or conditionally approved by Tenant Coordinator pursuant to this Article 4 are sometimes referred to as the "Plans".

4.9. **Period for Approval.** If Tenant Coordinator does not approve the Construction Documents within ninety (90) days following the Effective Date, Landlord may elect to terminate this Lease by providing Tenant written notice of such election within twenty (20) days following the expiration of the said ninety (90)-day period; however, the said ninety (90)-day period shall be extended one (1) day for each day Tenant Coordinator fails to respond to Tenant within the time frame required of Tenant Coordinator pursuant to Section 4.8.

4.10. **On-Site Corrections.** Tenant Coordinator reserves the right to make any on-site corrections to any of the Plans that had previously been approved by Tenant Coordinator.

4.11. **Approval.** Landlord's approval of the Preliminary Documents and/or the Construction Documents and/or the Plans shall not constitute any representation or warranty by Landlord that the same are complete or sufficient for (a) purposes of Tenant's design, (b) purposes of constructing the Premises or any part of the Premises or (c) complying with any Governmental Regulations. Landlord shall not be liable to Tenant if the Preliminary Documents and/or Construction Documents and/or Plans fail to satisfy any of the provisions specified in (a), (b) and/or (c) preceding and Tenant shall not be relieved of any of its obligations under this Exhibit C, the Lease or Governmental Regulations on account of any such approval by Landlord.

4.12. **Plan Review Fee.** Concurrently with submitting the preliminary plans to Landlord, Tenant shall pay to Landlord the Plan Review Fee for Tenant Coordinator's and/or other

consultants' review of the Preliminary Documents. The time frame in which Landlord is obligated to approve or disapprove the Preliminary Plans shall not commence until Tenant has paid the Plan Review Fee.

4.13. Plan Revisions. If Tenant requires any changes, additions, deletions or other modifications to the Plans, Tenant shall submit revised Construction Documents clearly identifying all changes, additions, deletions and other modifications ("Plan Revisions") to Tenant Coordinator for approval on behalf of Landlord. Tenant Coordinator shall promptly review the Plan Revisions and approve, conditionally approve or disapprove the Plan Revisions in the manner provided in Section 4.8. Plan Revisions shall be at the sole cost and expense of Tenant.

5. TENANT'S CONTRACTOR

5.1. Tenant's Contractor. Subject to the Lease and this Exhibit C, all Tenant's Work in the Premises shall be performed by a contractor ("Tenant's Contractor") retained and compensated by Tenant and approved by Landlord.

5.2. Approval of Tenant's Contractor.

5.2.1. Approval of Tenant's Contractor. Tenant shall select a qualified contractor who is bondable, licensed, maintains the required types and levels of insurance as set forth at Section 5.3.4 and who will work in harmony with Landlord, Tenant Coordinator and other contractors and trades that are at the Center during the period of construction of Tenant's Work. Prior to engaging any qualified contractor as the Tenant Contractor, Tenant shall obtain Landlord's written approval of such contractor (which approval shall not be unreasonably withheld or delayed).

5.2.2. Contractor Information Package. Upon the Effective Date, Tenant shall submit to Landlord a package containing the following (collectively, "Contractor Information Package"): (a) AIA Document A305 (titled "Contractor's Qualification Statement"), or such other, similar statement as Landlord may reasonably require, executed on behalf of such contractor and acknowledged, (b) the insurance limits maintained by such contractor and adequate evidence thereof, (c) adequate evidence the contractor is bondable, (d) a copy of the contractor's current license for the jurisdiction in which the Center is located, (e) acceptable, current financial statements, (f)

sufficient commercial references, and (g) such other pertinent and reasonable information as Landlord shall require in order to determine whether to accept or reject the contractor.

5.2.3. **Notification by Landlord.** Within ten (10) days following Landlord's receipt of the Contractor Information Package, Landlord shall notify Tenant in writing that (a) the contractor is acceptable to be Tenant's Contractor or (b) the contractor is acceptable to be the Tenant Contractor provided certain, stated conditions are fully satisfied or (c) the contractor is not acceptable to be Tenant's Contractor. If Landlord rejects the contractor, (i) Landlord shall provide Tenant with a reasonably-detailed written explanation of the basis for such rejection and (ii) Tenant shall promptly submit a Contractor's Information Package to Landlord for another contractor and such process shall be repeated until Landlord has approved a contractor to be Tenant's Contractor. If Landlord conditionally approves a contractor, such conditions shall not be subject to modification or removal; however, Tenant may elect to submit for Landlord's approval the name of another contractor pursuant to the procedures specified in this Article 5.

5.3. **Tenant's Contractor Obligations.** Tenant's Contractor shall construct Tenant's Work, at the sole cost and expense of Tenant, in a good and workmanlike manner and complete Tenant's Work in accordance with the Plans, the Lease and the Tenant Package, and in compliance with all Governmental Regulations. The following shall be incorporated as "Special Conditions" by Tenant into the contract with Tenant's Contractor:

5.3.1. **Pre-Construction Meeting.** Prior to commencing Tenant's Work, Tenant's Contractor shall convene a pre-construction meeting at the Center, or in reasonable proximity to the Center at a location acceptable to the Tenant Coordinator, with Tenant Coordinator and any other representatives of Landlord as Landlord may require. Tenant shall give Tenant Coordinator at least fourteen (14) days' prior written notice of the time and location for such meeting.

5.3.2. **Tenant Contacts.** Prior to commencing Tenant's Work, Tenant's Contractor shall provide Tenant Coordinator and Manager with a list of the names, addresses, phone numbers and contacts for Tenant's Contractor and each of the

subcontractors, a construction schedule in bar graph form indicating commencement and completion dates of each phase of Tenant's Work, a copy of the building permit, a copy of the electrical permit and a copy of a health permit if required by Governmental Regulations, and a copy of the construction contract.

5.3.3. **Affidavit.** Prior to commencing Tenant's Work, Tenant's Contractor shall provide Tenant Coordinator with an executed instrument in form reasonably acceptable to Landlord ("Tenant's Affidavit of Inspection and Acceptance") which states that Tenant has inspected the Premises, is familiar with all existing conditions of, or otherwise affecting, the Premises and has field verified the dimensions, and further notifying Landlord of any discrepancies.

5.3.4. **Insurance.** Prior to commencing Tenant's Work, Tenant's Contractor shall provide Tenant Coordinator with duplicate originals of insurance policies, certificates of insurance or other reasonable evidence, in Landlord's reasonable judgment, of the existence of the following insurance in the minimum amounts specified for each (which insurance shall be retained during the entire course of constructing Tenant's Work):

5.3.4.1. Comprehensive General Liability
(including Premises-Operations; independent
Contractor's Protective; Products and Completed
Operations; Broad Form Property Damage:

Combined Single Limits for Bodily
Injury and Property
Damage: \$1,000,000.00 Each Occurrence

Products and Completed Operations
to be maintained.

Property Damage Liability Insurance
shall provide X, C, or U coverage.

5.3.4.2. Contractual Liability:

Combined Single Limits for Bodily
Injury and Property
Damage: \$1,000,000.00 Each Occurrence

5.3.4.3. Personal Injury, with Employment
Exclusion deleted:
\$1,000,000.00 Annual Aggregate

5.3.4.4. Comprehensive Automobile Liability:

Combined Single Limits for Bodily
Injury and Property
Damage: \$1,000,000.00 Each Occurrence

5.3.4.5. Worker's Compensation:

State Statutory Requirements
Applicable Federal Statutory Requirements
Employer's Liability . \$1,000,000.00

5.3.4.6. Umbrella Excess Liability: \$5,000,000.00

5.3.5. **On-Site Plans.** Prior to commencing Tenant's Work, Tenant's Contractor shall provide Tenant Coordinator one (1) set of Plans and one (1) set of approved sign shop drawings, which shall remain at the Premises at all times during the course of construction of Tenant's Work.

5.3.6. **Bonds.** Prior to commencing Tenant's Work, Tenant's Contractor shall provide Tenant Coordinator with performance, labor and/or material bonds, if the same was/were required by Landlord as a condition to approving Tenant's Contractor.

5.3.7. **Construction Deposit.** Prior to commencing Tenant's Work, Tenant's Contractor shall furnish Landlord a deposit in the amount of \$5,000.00 ("Construction Deposit") to insure that, in connection with Tenant's Work and the presence at the Center of Tenant's Contractor, the subcontractor and their respective employees, agents, suppliers and contractors, the Center is maintained in a clean, neat and safe condition and there is no damage to the Center or the premises of any Occupant and Tenant Contractor and all subcontractors comply with the provisions of this Exhibit C. Landlord shall have no obligation to keep the Construction Deposit separate from its general funds nor shall Tenant's Contractor be entitled to interest on the Construction Deposit. Landlord shall have the right to use, apply or retain the Construction Deposit for the payment or reimbursement of (a) any fine which Landlord is permitted to assess against Tenant's Contractor and (b) any sums expended

by Landlord to correct any of the preceding conditions on behalf of the Tenant's Contractor; provided that, except in the case of any damage to any part of the Center (which Landlord shall repair at Tenant's expense) Landlord has first notified Tenant's Contractor of the need to make such correction and Tenant's Contractor has failed within three (3) days following receipt of such notification to fully and finally make such correction. If the Construction Deposit or any portion of the Construction Deposit is used, applied or retained as permitted by this Section prior to the date Landlord is obligated to refund the Construction Deposit (or any balance thereof) to Tenant's Contractor, Tenant's Contractor shall immediately deposit with the Manager of the Center such additional sums required to restore the Construction Deposit to the amount specified above. If Tenant's Contractor fully complies with the provisions of this Section, Landlord shall refund the Construction Deposit to Tenant's Contractor within thirty (30) days after the completion and satisfaction of all of the following: (a) Tenant's Work has been completed, (b) all rubbish and debris from Tenant's Work has been removed from the Center, (c) all vehicles and equipment belonging to, or leased by, Tenant's Contractor and its subcontractors and their respective employees, contractors, materials suppliers and agents have been removed from the Center and (d) Tenant has delivered the Close-Out Package to Landlord.

5.3.8. **Compliance.** Tenant's Contractor shall comply with all Governmental Regulations in the construction of Tenant's Work.

5.3.9. **Rules.** Tenant's Contractor shall comply with the rules and regulations established for construction undertaken upon the Center and in the Enclosed Mall, including, without limitation, the tenant criteria established by Landlord. Without limiting the foregoing, Tenant's Contractor and all subcontractors shall park all vehicles in areas at or reasonably near the Center as directed by the Manager of the Center. All materials for Tenant's Work shall be stored only within the Premises and in such other areas as Manager of the Center, in its sole discretion, shall inform Tenant.

5.3.10. **Receipt of Tenant Package.** Tenant shall deliver a copy of the Tenant Package to Tenant's Contractor, who shall acknowledge in writing the receipt of the same, and Tenant's Contractor and all subcontractors shall comply with the Tenant Package.

6. CONSTRUCTION

6.1. **Commencement of Tenant's Work.** Promptly following (a) the Delivery Date, (b) Landlord's approval of the Plans, (c) Tenant's receipt of all permits and licenses required by Governmental Authorities and (d) the complete satisfaction of all requirements under the Lease and this Exhibit C which Tenant and Tenant's Contractor are obligated to perform prior to commencing construction of Tenant's Work, Tenant shall cause Tenant's Work to be commenced and thereafter diligently pursued to completion by Tenant's Contractor and the Premises initially opened for business on or before the Required Opening Date.

6.2. **Close-Out Package.** Tenant shall perform and provide Landlord with each of the following within the time frame specified therefor all at Tenant's sole cost and expense (collectively, "Close-Out Package").

6.2.1. **Notice of Completion.** Tenant shall obtain, record and post on the Premises a Notice of Completion, if required or permitted by law, within three (3) days following substantial completion of Tenant's Work and forward to Landlord a conformed copy of the recorded Notice of Completion within three (3) days thereafter.

6.2.2. **Certificate of Occupancy.** Tenant shall obtain a Certificate of Occupancy (or other appropriate documentation permitting the Premises to be occupied) within thirty (30) days following substantial completion of Tenant's Work.

6.2.3. **Permits.** Tenant shall obtain and provide Landlord with a copy of all building permits with sign-offs executed by appropriate governmental agencies within three (3) days following substantial completion of Tenant's Work.

6.2.4. **Lien Waivers.** Tenant shall obtain executed, unconditional lien waivers for all work performed, and materials furnished, by Tenant's Contractor, all subcontractors and all materials and service suppliers, as well as an affidavit from Tenant's Contractor that no liens

exist as a result of Tenant's Work, and shall provide Landlord with originals of each within thirty (30) days after substantial completion of Tenant's Work.

6.2.5. **Certification.** Tenant shall obtain an architect's certification that the Premises were constructed in accordance with the Plans and deliver the same to Landlord upon substantial completion of Tenant's Work.

6.2.6. **HVAC.** Tenant shall submit to Landlord a letter from a state-registered structural engineer certifying that the HVAC is adequately supported within three (3) days following substantial completion of Tenant's Work.

6.2.7. **As-Built Documents.** Tenant shall submit the As-Built Documents to Landlord within thirty (30) days following substantial completion of Tenant's Work.

CROSS COURT SHOPPING CENTER

EXHIBIT E

DESIGN CRITERIA

These design criteria are established as a guide to assist the Tenant and its Architect in the design and construction of its space. A Landlord Standard Construction Manual shall become part of the Lease requirements and the construction documents.

I. STOREFRONT WORK

- A. Glazing 10'-0" high continuous between CMU neutral strips and underside of the building fascia has been provided.
- B. Any modifications of design shall be subject to Landlord's approval. Storefront must match existing system at Cross Court Shopping Center.
- C. Double doors may be installed by Tenant within the existing mullion system and match existing.
- D. No storefront or any part thereof shall project over the lease line into the covered sidewalk. Projected awnings are not acceptable.
- E. No security gates inside the storefront glazing shall be permitted.

II. TENANT INTERIORS

- A. Carpeting or quality flooring materials, such as glazed or unglazed pavers, wood parquet or other approved durable materials shall be used in Tenant's public areas. Vinyl asbestos tile (VAT) shall not be used in Tenant's public areas.
- B. All partitions within the Leased Premises shall be constructed with metal studs.
- C. All areas will be handicap accessible (see A.D.A. Requirements). Tenant construction must meet state and federal handicap requirements. Minimum of one restroom and one dressing room, etc., as applicable.

III. CEILING

Ceiling must be either concealed spline acoustical tile, acoustical recessed T-bar with 24"x 48" acoustical tile with finished revealed edges (Armstrong Second Look II or equal), painted drywall, or painted plaster construction. Acoustical T-bar ceilings with standard 24"x 48" modules will not be permitted, except in storage and non-public areas.

IV. LIGHTING

If fluorescent lighting is used, the shielding is required to be either 6" metal parabolic, paracube or parawedge type. Acrylic lenses, metal or plastic louvers may be used on fluorescent fixtures only when they are out of public sight line.

V. AIR CONDITIONING AND VENTILATION

A. Material and Methods of Construction and Workmanship

1. All material shall be new and free from defects.
2. Installations and materials, including ductwork and fire dampers, shall be no less than required by the Factory Insurance Association (FIA) and Factory Mutual, whichever requirement is more stringent.
3. All ductwork shall be galvanized steel.
4. Insulation on supply ductwork shall be no less than 1" thick, 1 PCF duct wrap.
5. All ductwork within the leased premises shall be complete with diffusers, dampers, extractors, turning vanes, hangers and specialties.
6. Thermostats may be electric or pneumatic. Pneumatic thermostats shall be of the non-bleed type to conserve air. Electrical thermostats may be used for auxiliary equipment only.
7. Pneumatic tubing shall be hard-drawn copper, with wrought copper solder fittings. Flare or compression fittings may be used for connection to instruments and control devices. Plastic tubing meeting code requirements may be installed in concealed spaces.

B. Rooftop Equipment Penetrations

1. A load of 15 PSF, centered on the mid-span beam at column line C, up to 5' either side, is acceptable for mechanical equipment. Exception: the GL 6'-3/4" x 27" may not carry such a unit at the intersection of column lines C, 7 and 8. Also, each 22" TJI/55C may carry a 240 pound load, in addition to dead and live loads, providing the joist is not loaded with the additional 15 PSF, as noted above.
2. No other roof penetrations, except the curb and restroom vent, will be acceptable. Electrical conduits, etc., must be accommodated within the curb.
3. All required roofing work shall be performed by a Landlord-approved roofing contractor, in accordance with Landlord standards. All roof penetrations must be as approved by Landlord and within Tenant's leased premises.

C. Tenant's Special Requirements

All odor and moisture-producing areas must be exhausted by special exhaust systems to atmosphere. This includes toilets, kitchens, beauty parlors and all other odor-producing rooms. Special exhaust systems shall be designed to prevent odors and/or moisture from entering any air conditioning systems and from traveling beyond the Tenant's leased premises. Exhaust air quantities shall be no less than required by code.

Special cooling and heating systems, such as required for refrigeration display cases and walk-in coolers, and for

alteration room steam pressing and blocking equipment, shall be provided complete by Tenant. Special make-up air systems shall be provided complete by Tenant.

Location of HVAC equipment serving special exhaust and make-up air systems and special heating and cooling systems shall be designated and/or approved by Landlord. Routing of ductwork serving special exhaust and make-up air systems and routing of piping servicing special heating and cooling systems shall be designated and/or approved by Landlord.

The following information shall be submitted in tabular form when above-normal air quantities, exhaust or other special HVAC criteria are present.

Gross Square Feet Air Conditioning Area:

Total CFM Supply:

CFM Supply/Square Foot Air Conditioned Area:

Internal sensible load in bulb, exclusive of roof and wall transmission:

Lights: _____

People: _____

Miscellaneous: _____

Total: _____

Total internal sensible load per square foot air conditioned area, exclusive of roof and wall transmissions:

Total internal latent load/square foot air conditioned area:

Total CFM exhaust from entire space:

Total CFM exhaust/square foot air conditioned area:

VI. LANDLORD AND TENANT WORK DESIGN CRITERIA FOR PLUMBING AND GAS FITTINGS

- A. All plumbing shall be constructed in conformance with all applicable codes and ordinances.

- B. During the term of the Lease, Tenant shall maintain all plumbing facilities in conformance with all ordinances.
- C. If supplementary plumbing facilities are installed, service piping for such facilities shall be concealed in accessible service chases. Water closets, urinals, lavatories, janitor sinks and drinking fountains shall be of good standard manufacture.
- D. Individual hair interceptors shall be installed on all sinks, basins and special sanitary units which may, in any way, receive human or animal hair. After installation, these hair interceptors shall be properly policed, so as to keep the sanitary system free from any adverse conditions. This may be installed by Landlord at Tenant expense.
- E. An adequately-sized grease interceptor shall be installed as approved by Landlord on all pet sinks, scullery sinks, pre-wash sinks, dishwashers and on any other kitchen unit. Grease interceptors shall bear the seal of the Plumbing Drainage Institute (PDI).

VII. SIGN CRITERIA

The following criteria have been assigned for general informational purposes. These criteria have been established for the material benefit of all Tenants of Cross Court Shopping Center. Conformance will be strictly enforced and any installed non-conforming or unapproved signs must be brought into conformance at the expense of the Tenant.

A. General Requirements

- 1. Tenant shall submit to Landlord detailed drawings indicating the locations, size, layout, design and color of the proposed signs, including all lettering and/or graphics.
- 2. All Tenant storefront entrance and store identification designs shall be subject to the approval of the Landlord. Imaginative designs which depart from traditional methods will be encouraged.
- 3. Tenant shall be responsible for fulfillment of all requirements of these criteria and the construction manual, and shall submit samples of sign materials, if required by the Landlord.
- 4. Tenant or its sign contractor shall obtain all permits required for its sign and the installation thereof.
- 5. Tenant's sign contractor shall provide written clarification that the sign installation conforms to all requirements and specifications of the City of Burlington and that it has been inspected and approved by the controlling agency.

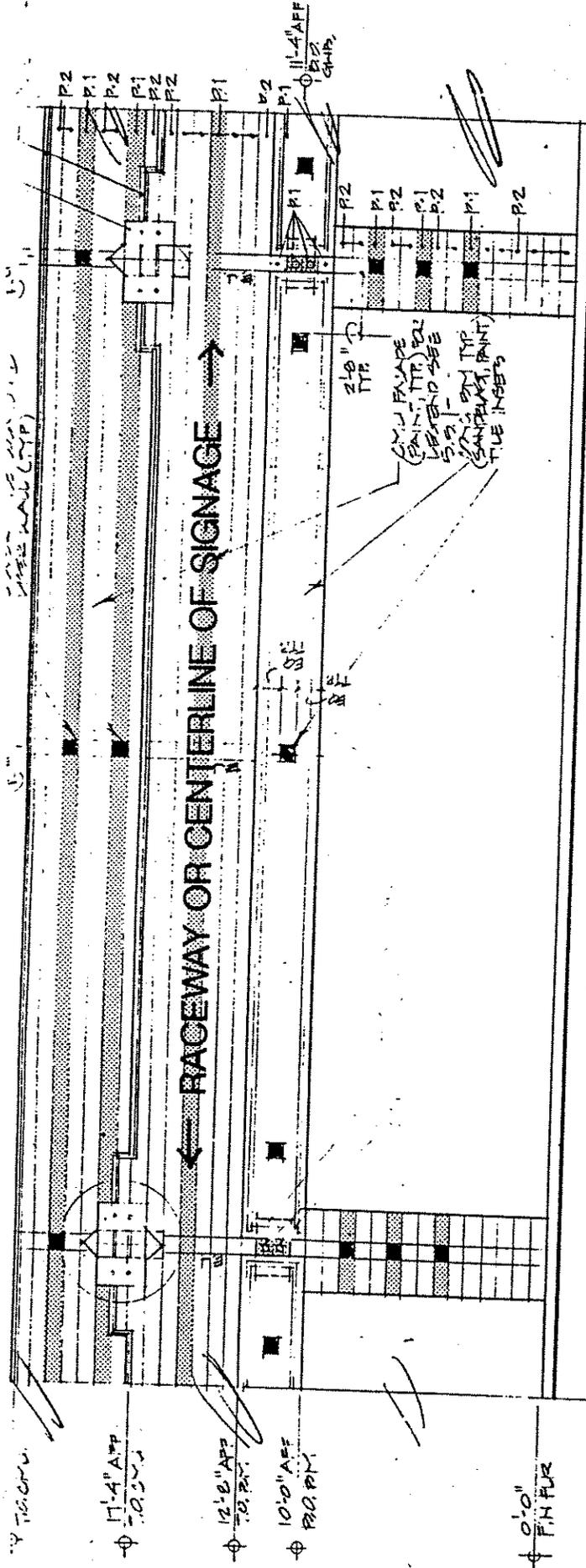
B. Location and Type of Signs

- 1. Tenant will be permitted to install one illuminated sign on the area above the storefront. The maximum projection of the sign from the face of the facade shall be six inches (6"). Outside "corner" shops are permitted one sign on each of two storefront faces. Signage on awnings will be subject to Landlord discretion and approval.

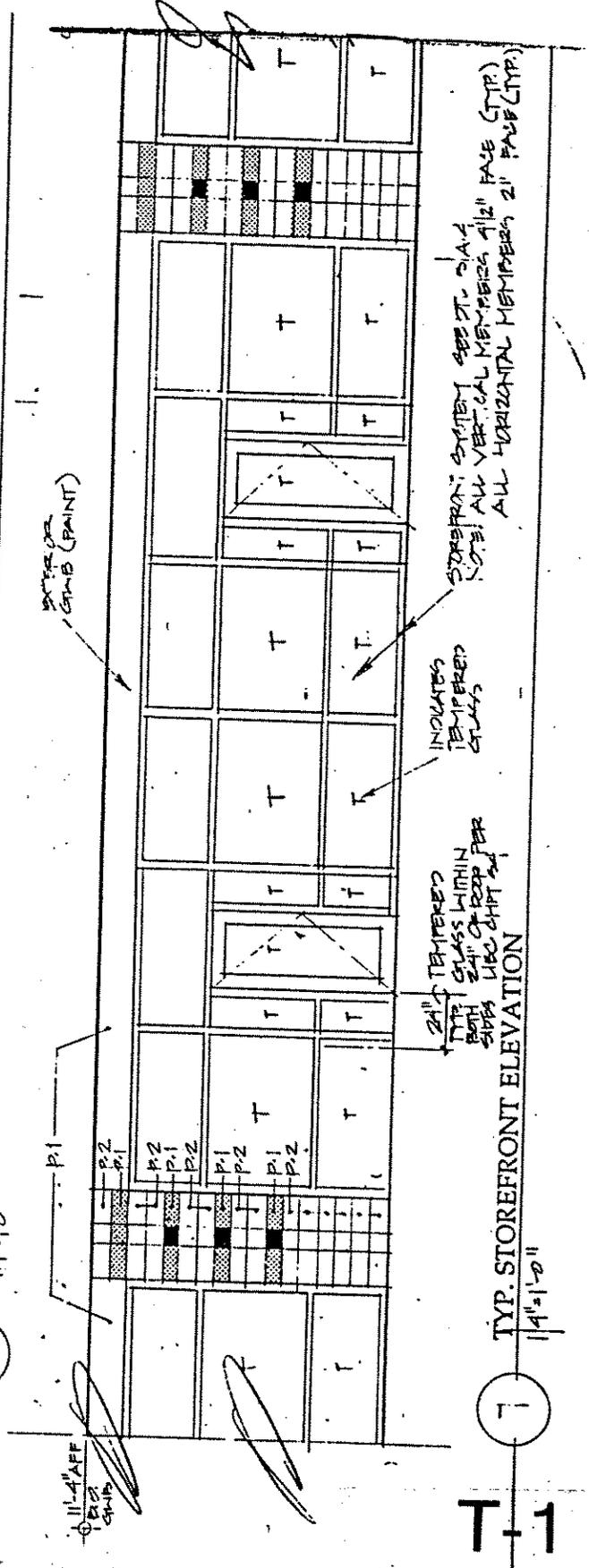
2. The sign area shall not exceed eight percent (8%) of the area of the storefront and shall be located at least thirty-six inches (36") from each lease line. Sign area will be measured by circumscribing a rectangle around the main body of the sign. Length of signs shall be limited to two-thirds (2/3) of lease frontage or eighteen feet (18'-0") maximum subject to Landlord discretion.
3. The maximum height for letters in the body of the sign is twenty-four inches (24"). The maximum height for initial capitals is thirty inches (30").
4. Signs must be mounted on the signband with all wall penetrations at the designated "knock out" CMU coarse. This coarse is designed to accommodate a raceway for the mounting of individual illuminated channel letters.
5. Plexiglass cabinets, box signs, moving signs, flashing lights, moving lights, exposed incandescent lights are prohibited. Painted lettering will not be permitted, except at service entrances, upon approval of the Landlord.
6. Multi-level signs shall be acceptable when integrated into storefront, and the center design and all other sign criteria are met.
7. Wording on signs shall not include the product sold, i.e., shoes, dresses, etc., except where identification of Tenant is impossible without same. Landlord shall be the sole judge in its discretion as to conformity, in accordance herewith. Signage must be part of Tenant's trade name or insignia.
8. These criteria may be modified as approved by Landlord for purposes of incorporating signage into the center design.
9. No signage will be permitted in the storefront glazing area or within the interior twenty feet (20') from the storefront. Interior signage must be oriented to the interior of the store.

C. Additional Signage

1. Tenants will be permitted to place upon each entrance of its leased premises not more than one hundred forty-four square inches (144) of gold leaf or decal application lettering not to exceed two inches (2") in height, indicating hours of business, emergency telephone numbers, etc.
2. Blades signage may be permitted per Landlord's blade sign supplement criteria. Maximum size shall be 2'-0" high by 3'-0" wide with a 2" maximum thickness. Blade signs will be suspended from the covered walkway soffit as per Landlord's standard detail.

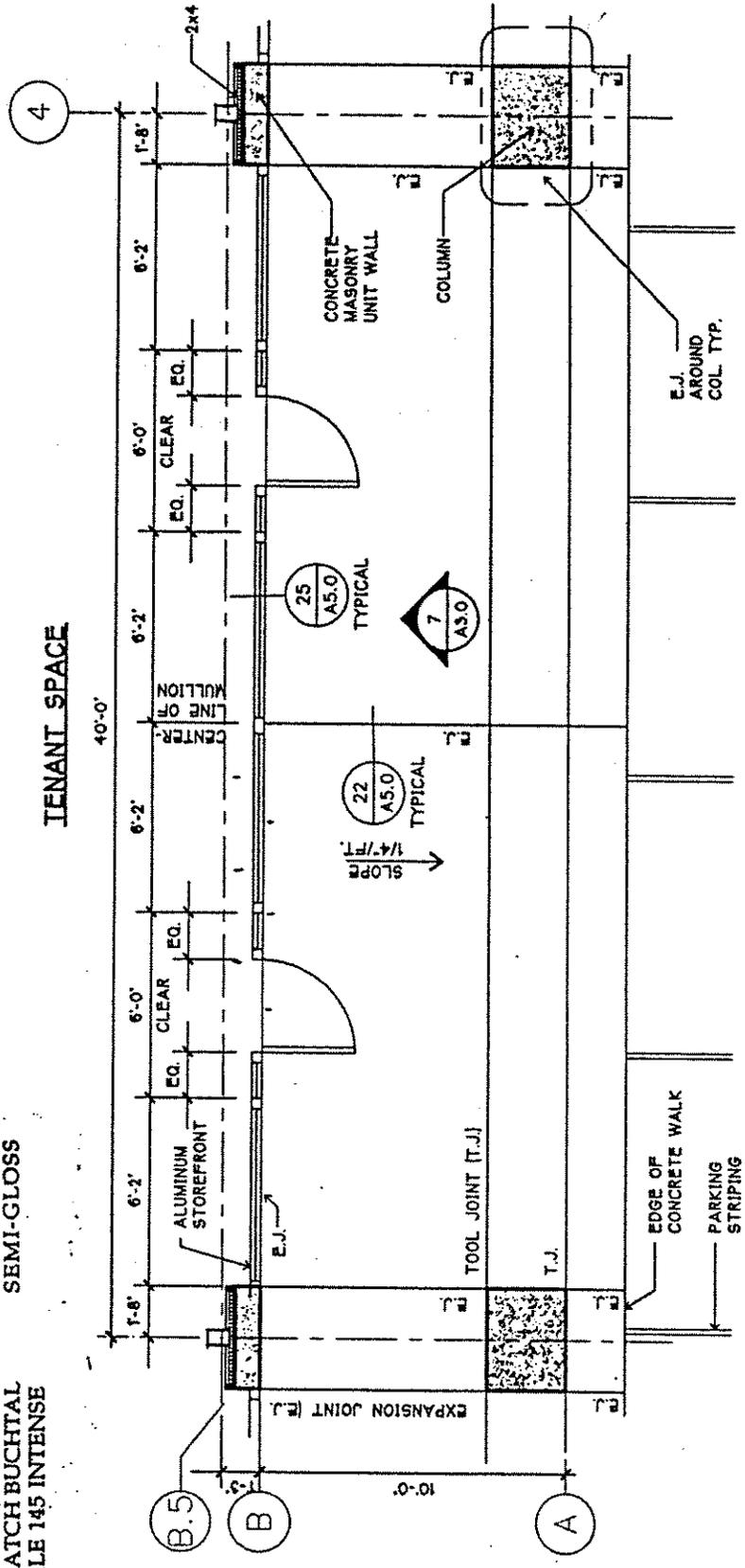


6 TYP. ENLARGED ELEVATION
1/4"=1'-0"



7 TYP. STOREFRONT ELEVATION
1/4"=1'-0"

- P-1 FULLER O'BRIEN H-22 ORLEANS SATIN OR FLAT
- P-1.5 SAME SEMI-GLOSS
- P-2 FULLER O'BRIEN H-88 IRON GREY SATIN OR FLAT
- P-2.5 SAME SEMI-GLOSS
- P-3 AMERITONE 2H20P RICE SATIN OR FLAT
- P-3.5 SAME SEMI-GLOSS
- P-4 PAINT TO MATCH BUCHTAL CHROMA TILE 145 INTENSE CARMINE SEMI-GLOSS



FUTURE

ENTRANCE

RED ROBIN

SHOPS

TOWER

LOADING

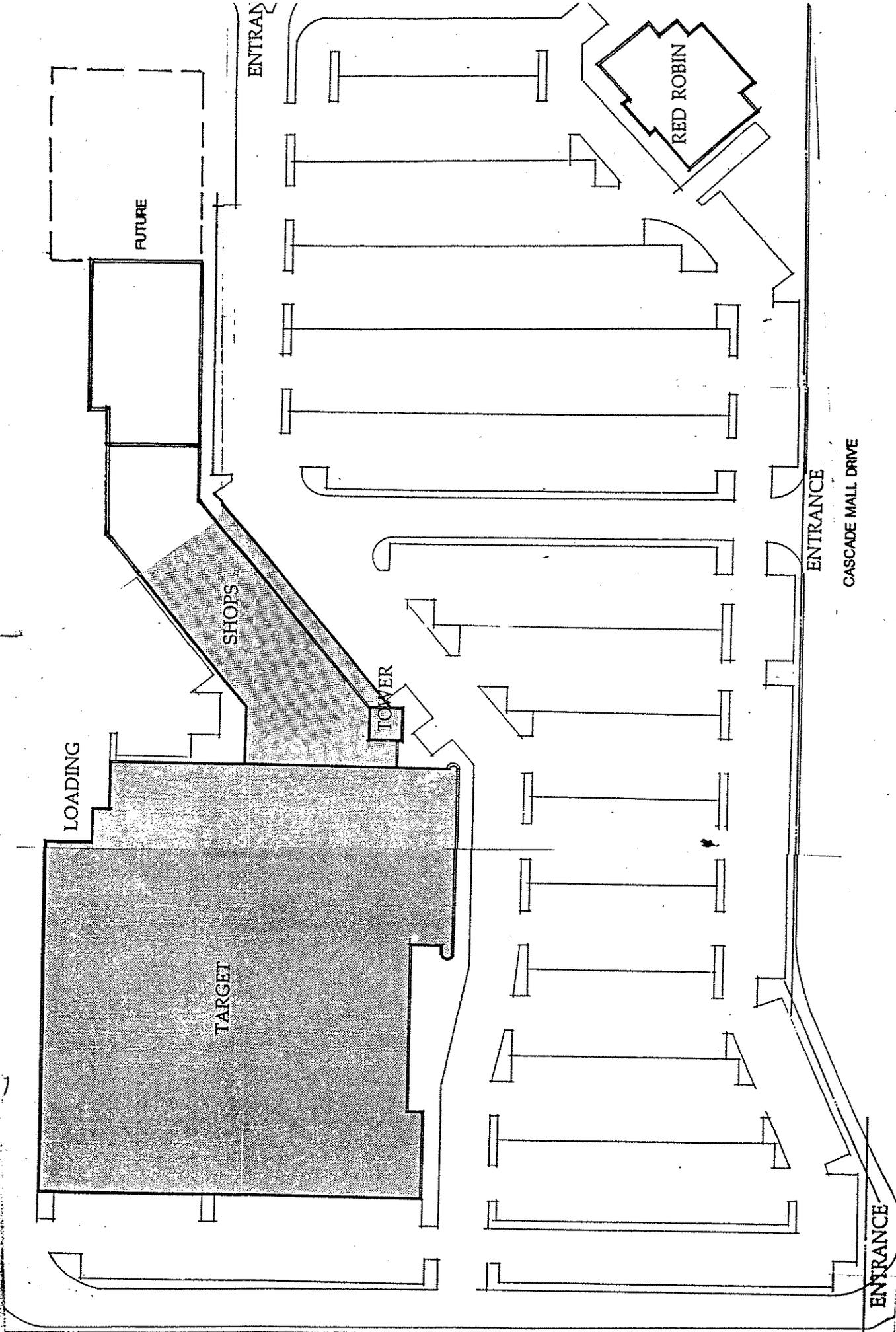
TARGET

ENTRANCE

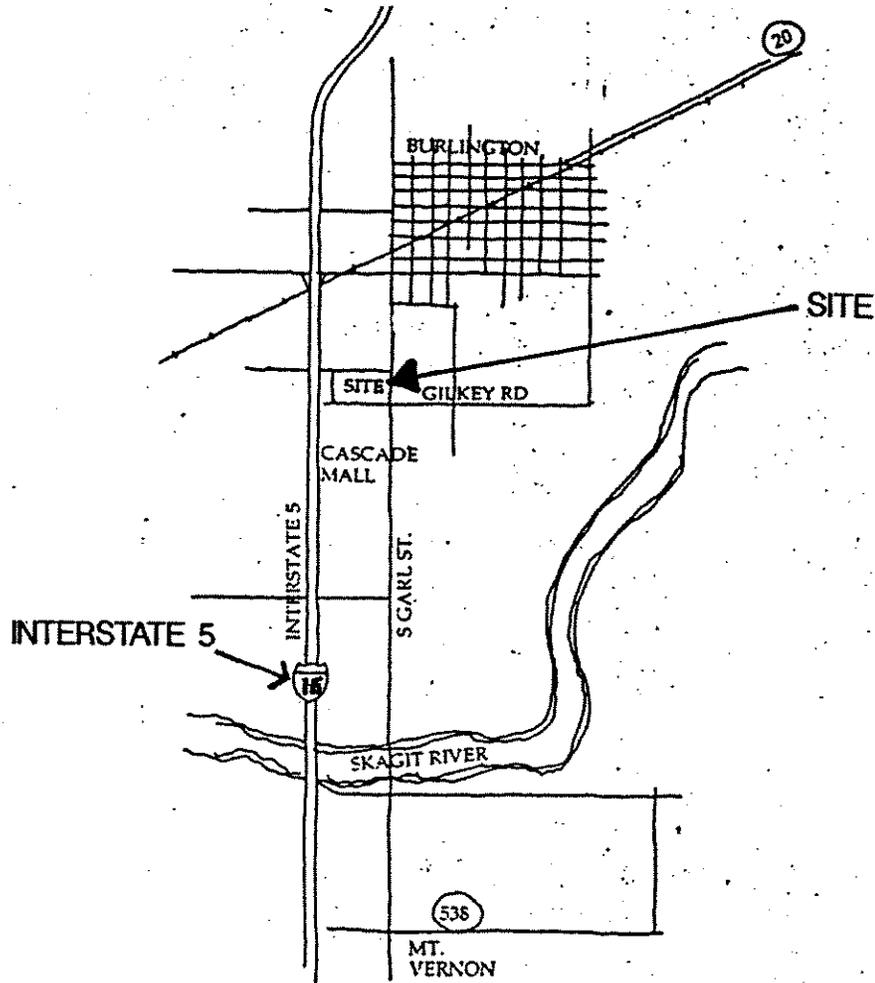
CASCADE MALL DRIVE

ENTRANCE

T-5

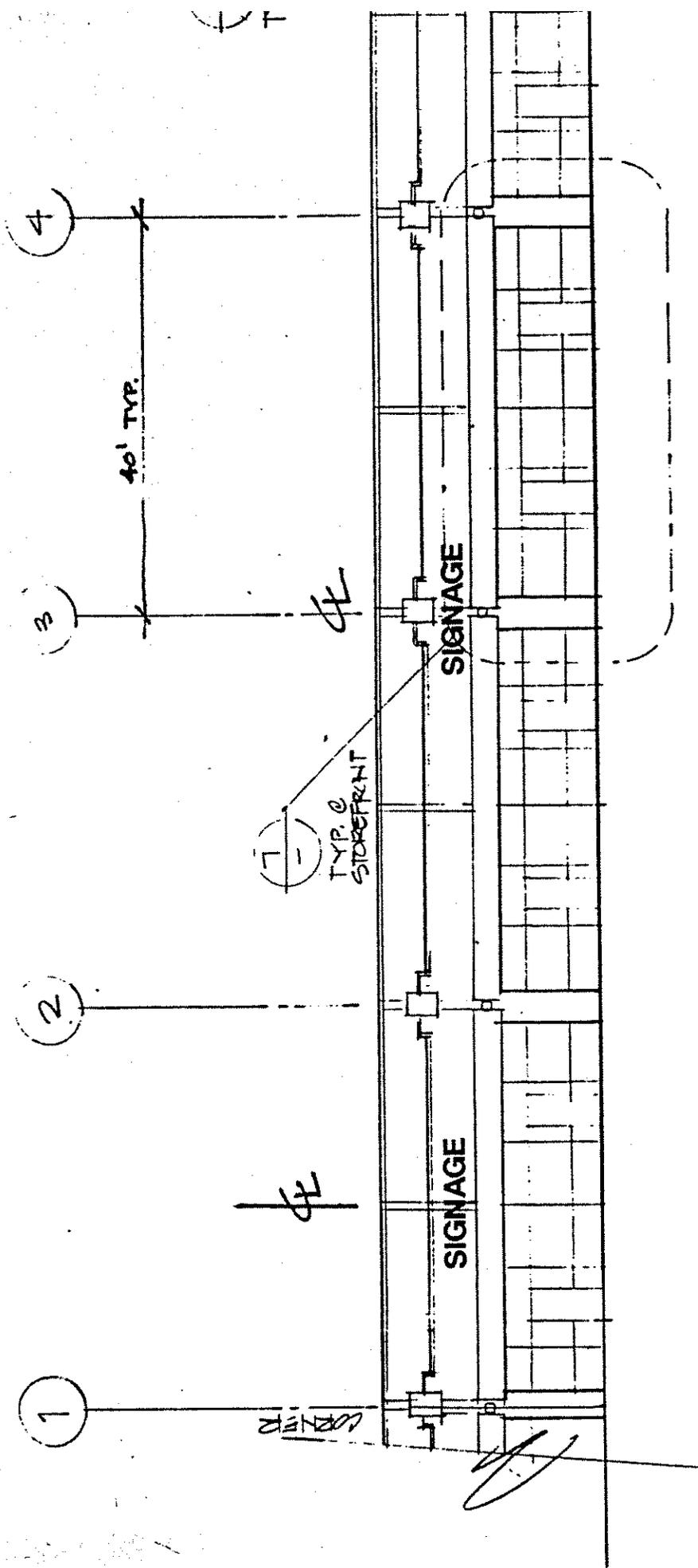


VICINITY MAP



CROSS COURT

BURLINGTON, WA



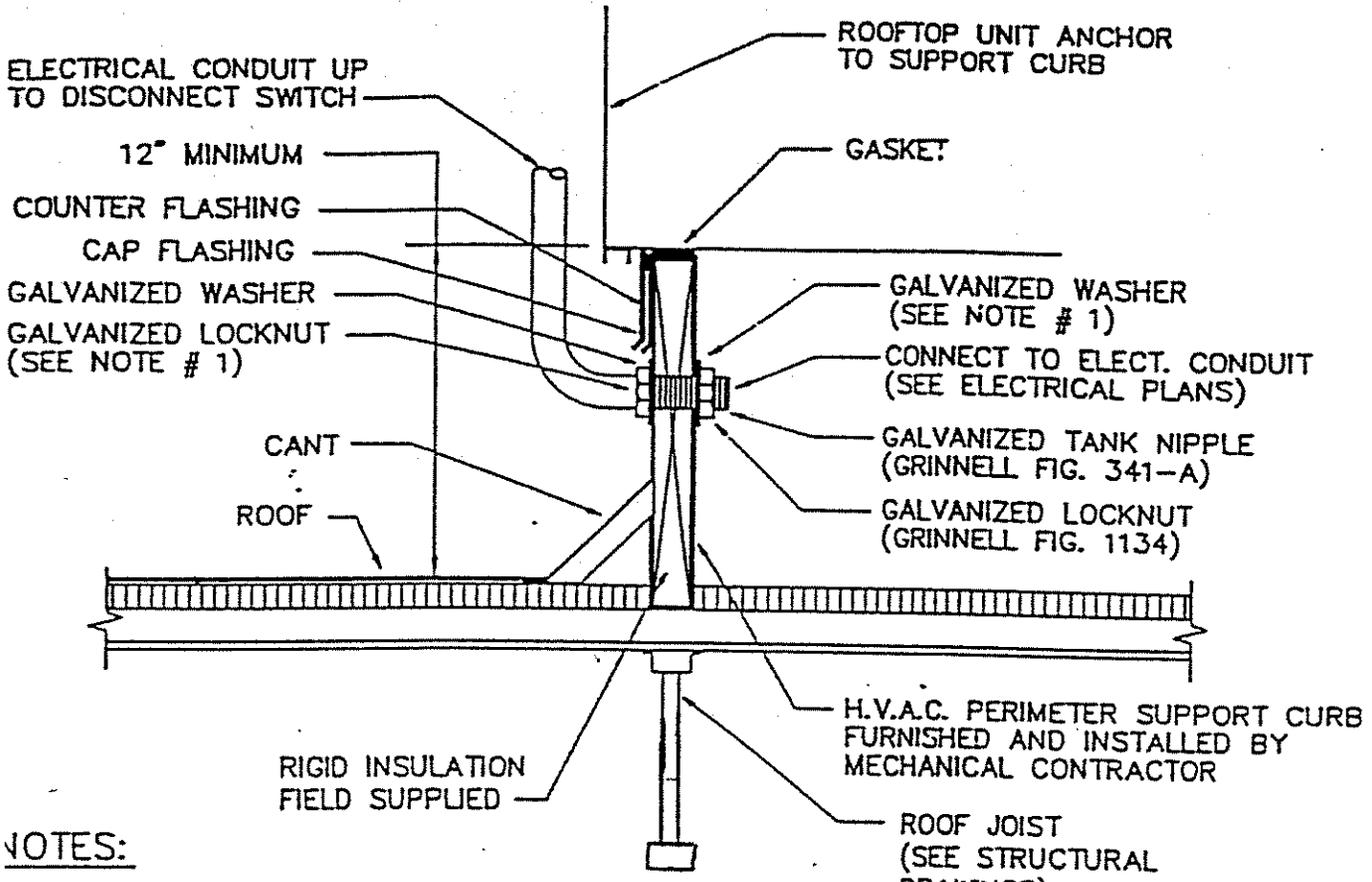
SIGNAGE WILL BE LOCATED AT A CENTERLINE LOCATION BETWEEN
 OR AT A COLUMN LINE OR AS DIRECTED BY LANDLORD.
 SIGNAGE WILL NOT ALWAYS BE CENTERED ON THE DEMISED PREMISES.

LEGAL DESCRIPTION

That portion of the Northeast quarter of Section 6, Township 34 North, Range 4 East, W.M., being more particularly described as follows:

Commencing at the East quarter corner of said Section 6; thence North $0^{\circ}17'42''$ East along the East line of said subdivision, 657.12 feet, to a point that is 10.00 feet South as measured at right angles to the North line of the South half of the Southeast quarter of said Northeast quarter of Section 6; thence North $88^{\circ}59'14''$ West, parallel with said North line, 69.75 feet to the intersection of the West line of that certain tract of land conveyed to the CITY OF BURLINGTON under Auditor's File No. 8604020016 (hereafter known as the "City Tract"), being Burlington Boulevard (formerly known as Garl Street), said intersection being the TRUE POINT OF BEGINNING; thence continuing North $88^{\circ}59'14''$ West, 540.05 feet; thence South $1^{\circ}00'46''$ West, 29.00 feet; thence South $1^{\circ}24'07''$ East, 23.02 feet; thence South $1^{\circ}00'46''$ West, 125.00 feet; thence North $88^{\circ}59'14''$ West, 10.83 feet; thence South $1^{\circ}00'46''$ West, 167.17 feet; thence South $88^{\circ}59'14''$ East, 6.33 feet; thence South $1^{\circ}0'46''$ West, 44.22 feet; thence North $50^{\circ}37'51''$ East, 165.79 feet; thence South $0^{\circ}17'42''$ West, 93.34 feet; thence South $89^{\circ}42'21''$ East, 51.97 feet; thence South $0^{\circ}17'42''$ West, 225.57 feet to the intersection of the South line of Tract 2 of the Boundary Line Adjustment recorded in Book 10 of Surveys at Pages 51 and 52, under Auditor's File No. 9007100003, records of Skagit County, Washington; thence South $88^{\circ}50'37''$ East, along said South line, 147.96 feet; thence North $0^{\circ}17'42''$ East, 25.50 feet; thence North $24^{\circ}05'48''$ West, 27.67 feet; thence North $0^{\circ}17'42''$ East, 168.00 feet; thence South $89^{\circ}42'21''$ East, 145.00 feet; thence South $76^{\circ}11'58''$ East, 25.81 feet; thence South $89^{\circ}42'21''$ East, 81.95 feet to the Westerly margin of said "City Tract"; thence North $0^{\circ}17'42''$ East, along said Westerly margin, 364.19 feet, to the beginning of a curve to the left; thence along the arc of said curve to the left, having a radius of 20.00 feet through a central angle of $89^{\circ}16'56''$ an arc distance of 31.17 feet to the TRUE POINT OF BEGINNING.

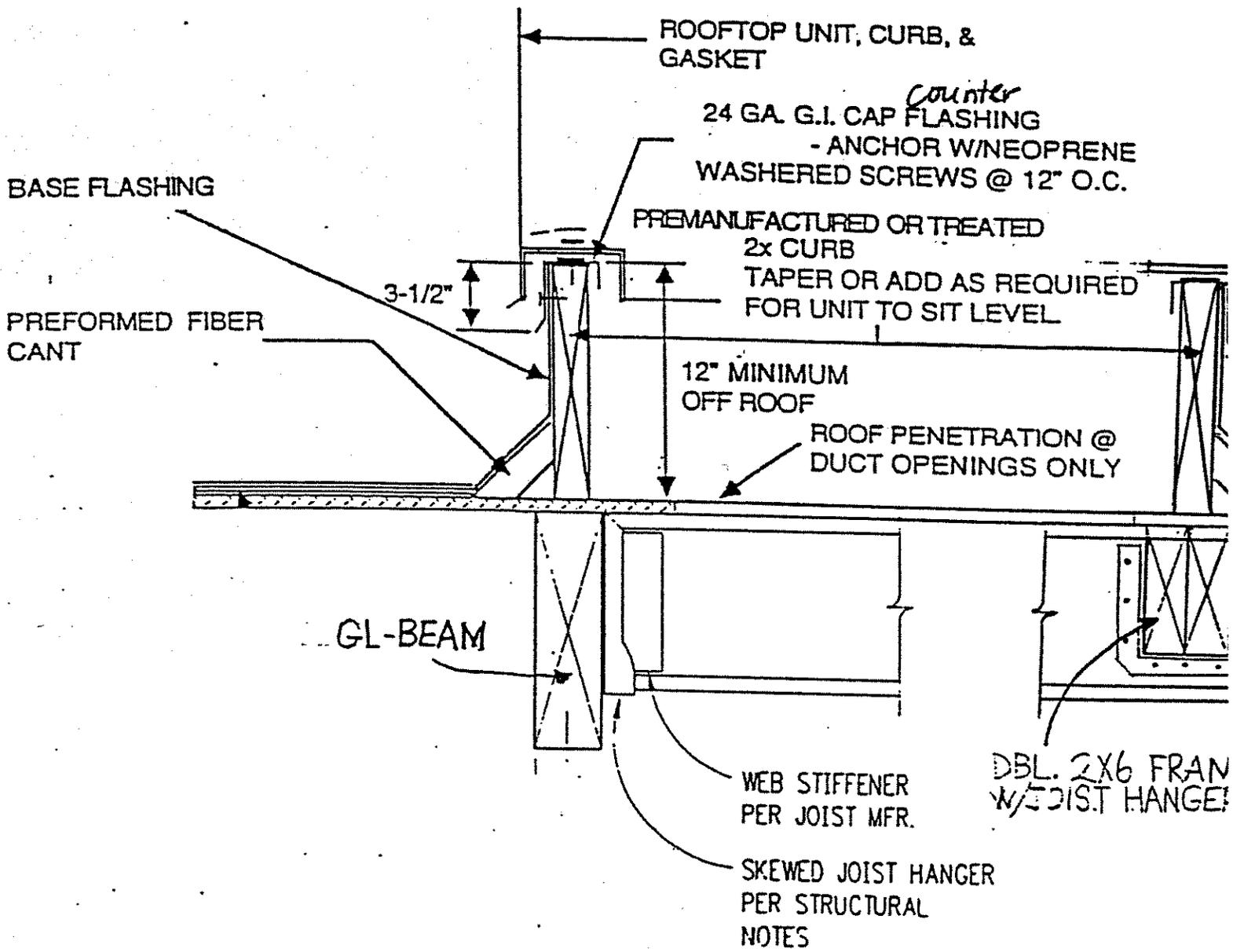
TAX PARCEL NO. 340406-0-097-0012



NOTES:

- 1. NEOPRENE GASKET SET IN MASTIC APPLIED OVER COUNTER FLASHING. CAULK WATERTIGHT ALL AROUND.
- 2. FOR ADDITIONAL REQUIREMENTS SEE ARCHITECTURAL DETAILS.

B CURB PENETRATION DETAIL
 NO SCALE



TENANT ROOFTOP UNIT CURB

1 1/2" = 1'-0"

WEATHER-PROOF DISCONNECT SWITCH. LOCATE INSIDE EXHAUST FAN BONNET.

ALUMINUM HOUSING WITH REMOVABLE MOTOR DOME.

SECURE FAN WITH SHEET METAL SCREWS 12" ON CENTER ON EACH SIDE.

BIRDSCREEN

BASE FLASHING

BACKDRAFT DAMPER

12"

JOIST

DBL. 2X6 FRAMING W/JOIST HANGERS

EXHAUST FAN DETAIL

