

SNOHOMISH HEALTH DISTRICT
RESOLUTION OF THE BOARD OF HEALTH

11 - 75

RESOLUTION NUMBER: 11 - 75

RESOLUTION SUBJECT: A RESOLUTION AUTHORIZING THE SIGNING OF
THE LEASE FOR THE SOUTH COUNTY OFFICE

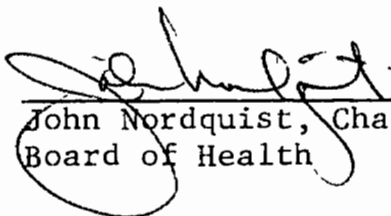
WHEREAS Snohomish Health District is leasing space located at 19701 Scriber Lake Road, Lynnwood, Washington from the Merwil Company for operation of a public health clinic in the South Snohomish County area, and

WHEREAS the present lease is due to expire May 15, 1975, and

WHEREAS it is the desire of Snohomish Health District to continue operation of the South County Clinic at the same location,

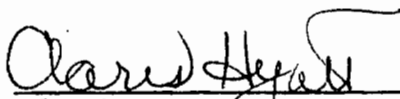
NOW THEREFORE the BOARD OF HEALTH of Snohomish Health District does approve renewal of the lease (copy attached) from May 15, 1975 through December 31, 1978 under the terms and conditions as described in the lease.

Adopted this 13th day of May 1975.



John Nordquist, Chairman
Board of Health

ATTEST:



Claris Hyatt, M.D.
Health Officer

May 13, 1975



THIS INDENTURE OF LEASE, made and entered into this 15th day of May, 1975, by and between The Merwil Company, 11556 - 6th Avenue Northwest, Seattle, Washington 98177 hereinafter called the lessor, and Snohomish Health District, County Court House, Everett, Washington 98201 hereinafter called the lessee,

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of the lessee to be paid, kept and faithfully performed, the lessor does hereby lease, demise and let unto the said lessee those certain premises, as is, situated in the City of Lynnwood, County of Snohomish and State of Washington, known and described as follows:

The premises described as Suites "H" & "I", situated upon improvements on the North 100 feet of Tract 4, Scriber Lake Homes, except the East 158.21 feet thereof, as per plat recorded in Volume 10; page 57 of Plats, records of Snohomish County, TOGETHER with the right to use the parking lot with other tenants. (19701 - Scriber Lake Road Lynnwood, Washington.)

To Have and to Hold the said described premises unto the said lessee for a period of time commencing with the 15th day of May, 1975, and ending at midnight of the 31st day of December, 1978, at and for a rental of \$ (see below) for the whole of the said term payable in lawful money of the United States at lessor's address as indicated above, City of Seattle, State of Washington, at the following times and in the following \$375.00 per month plus \$8.00 sewer and garbage charge, totaling \$383.00 per month from May 15th, 1975 and ending December 15th 1975. Lessee will pay one-half months rent from December 15th to December 31, 1975 or \$192.50.

Commencing January 1, 1976 and ending December 31, 1978, Lessee will pay a monthly rental of \$410.00 plus \$20.00 sewer and garbage fee or a total rent of \$430.00 per month.

Lease Deposit - (See Item 21.)

In consideration of the leasing of said premises and of the mutual agreements hereafter contained, each party hereto does hereby expressly covenant and agree to and with the other, as follows:

LESSEE'S ACCEPTANCE OF LEASE (1) The lessee accepts said letting and agrees to pay to the order of the lessor the rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

USE OF PREMISES (2a) The lessee shall use said demised premises during the term of this lease for the conduct of the following business: Public Health Center

and for no other purpose whatsoever without lessor's written consent.

(2b) The lessee will not make any unlawful, improper or offensive use of said premises; he will not suffer any strip or waste thereof; he will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance; he will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as lessee may be licensed by law to sell and as may be herein expressly permitted.

(2c) The lessee will not allow the leased premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; he shall not install any power machinery on said premises except under the supervision and with written consent of the lessor; he shall not store gasoline or other highly combustible materials on said premises at any time; he will not use said premises in such a way or for such a purpose that the fire insurance rate on the building in which said premises are located is thereby increased or that would prevent the lessor from taking advantage of any rulings of the Insurance Rating Bureau of the state, in which said leased premises are situated or its successors, which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.

(2d) Lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said leased premises.

UTILITIES (3) The lessee shall pay for all heat, light, ~~water~~, power and other services or utilities used in the above demised premises during the term of this lease. Sewer and garbage are to be paid monthly by the lessee in addition to the monthly rent and will be added to the rent check.

REPAIRS AND IMPROVEMENTS (4a) The lessor shall not be required to make any repairs, alterations, additions or improvements to or upon said premises during the term of this lease, except only those hereinafter specifically provided for; the lessee hereby agrees to maintain and keep said leased premises, including heating system, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease at lessee's own cost and expense, and to replace all glass which may be broken or cracked during the term hereof in the windows and doors of said premises with glass of as good or better quality as that now in use; lessee further agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the lessor first being obtained.

(4b) The lessor agrees to maintain in good order and repair during the term of this lease the exterior walls, roof, gutters, downspouts and foundations of the building in which the demised premises are situated and the sidewalks thereabouts, except that the lessee shall be responsible for the windows and doors of the leased premises. It is understood and agreed that the lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which said demised premises are a part, or to add thereto and for that purpose at any time may erect scaffolding and all

other necessary structures about and upon the demised premises and lessor and lessor's representatives, contractors and workmen for that purpose may enter in or about the said demised premises with such materials as lessor may deem necessary therefor, and lessee waives any claim to damages, including loss of business resulting therefrom.

**LESSOR'S
RIGHT OF
ENTRY**

(5) It shall be lawful for the lessor, his agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

**RIGHT OF
ASSIGNMENT**

(6) The lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the lessor being first obtained in writing; this lease is personal to said lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or in any other manner, except as above mentioned.

LIENS

(7) The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

**ICE, SNOW,
DEBRIS**

(8) If the premises herein leased are located at street level, then at all times lessee shall keep the sidewalks in front of the demised premises free and clear of ice, snow, rubbish, debris and obstruction; and if the lessee occupies the entire building, he will not permit rubbish, debris, ice or snow to accumulate on the roof of said building so as to stop up or obstruct gutters or downspouts or cause damage to said roof, and will save harmless and protect the lessor against any injury whether to lessor or to lessor's property or to any other person or property caused by his failure in that regard.

**OVERLOADING
OF FLOORS**

(9) The lessee will not overload the floors of said premises in such a way as to cause any undue or serious stress or strain upon the building in which said demised premises are located, or any part thereof, and the lessor shall have the right, at any time, to call upon any competent engineer or architect whom the lessor may choose, to decide whether or not the floors of said premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on said building, or any part thereof, and the decision of said engineer or architect shall be final and binding upon the lessee; and in the event that the engineer or architect so called upon shall decide that in his opinion the stress or strain is such as to endanger or injure said building, or any part thereof, then and in that event the lessee agrees immediately to relieve said stress or strain either by reinforcing the building or by lightening the load which causes such stress or strain in a manner satisfactory to the lessor.

**ADVERTISING
SIGNS**

(10) The lessee will not use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of said leased premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section.

**LIABILITY
INSURANCE**

(11) The lessee further agrees at all times during the term hereof, at his own expense, to maintain, keep in effect, furnish and deliver to the lessor liability insurance policies in form and with an insurer satisfactory to the lessor, insuring both the lessor and the lessee against all liability for damages to person or property in or about said leased premises; the amount of said liability insurance shall not be less than \$ 200,000.00 for injury to one person, \$ 500,000.00 for injuries arising out of any one accident and not less than \$ 100,000.00 for property damage. Lessee agrees to and shall indemnify and hold lessor harmless against any and all claims and demands arising from the negligence of the lessee, his officers, agents, invitees and/or employees, as well as those arising from lessee's failure to comply with any covenant of this lease on his part to be performed, and shall at his own expense defend the lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.

FIXTURES

(12) All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by the lessor or lessee, shall be and become a part of the building as soon as installed and the property of the lessor unless otherwise herein provided.

**LIGHT
AND AIR**

(13) This lease does not grant any rights of access to light and air over the property.

**DAMAGE BY
CASUALTY,
FIRE AND
DUTY TO
REPAIR**

(14) In the event of the destruction of the building in which said leased premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of said fire or casualty, provided, however, that in the event of damage to said building by fire or other casualty to the extent of 50 per cent or more of the sound value of said building, the lessor may or may not elect to repair said building; written notice of lessor's said election shall be given lessee within fifteen days after the occurrence of said damage; if said notice is not so given, lessor conclusively shall be deemed to have elected not to repair; in the event lessor elects not to repair said building, then and in that event this lease shall terminate with the date of said damage; but if the building in which said leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and lessor elects to repair, as aforesaid, then the lessor shall repair said building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the lessee, all or any part of said building in order to make the necessary repairs, and the lessee hereby agrees to vacate upon request, all or any part of said building which the lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference

ATTORNEY FEES AND COURT COSTS

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the lessee agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the lessee agrees to pay such further sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal. The lessee also agrees to pay and discharge all lessor's costs and expenses, including lessor's reasonable attorney's fees, that shall arise from enforcing any provisions or covenants of this lease even though no suit or action is instituted.

WAIVER

Any waiver by the lessor of any breach of any covenant herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

NOTICES

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U. S. Registered Mails with postage fully prepaid, and if intended for the lessor herein then if addressed to said lessor at No. _____ Lessor's Address _____ Street, _____ and if intended for the lessee, then if addressed to the lessee at No. _____ Lessee's Address _____ Street, _____. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight hours after the deposit thereof in said U. S. Registered Mails.

HEIRS AND ASSIGNS

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this lease is assignable by the terms hereof, to the assigns of such parties.

In construing this lease, it is understood that the lessor or the lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporate signature being by authority of its Board of Directors

SNOHOMISH HEALTH DISTRICT

A MUNICIPAL CORPORATION

by John Nordquist
Chairman, Board of Health

The Merwill Company

[Signature]

Attest: Clariss Hyatt
Clariss Hyatt, M.D. Health Officer

LEASE
BUSINESS PROPERTY
(FORM No. 812)

TO

PREMISES

Date _____, 19____

Expires _____, 19____

695 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.