

SNOHOMISH HEALTH DISTRICT  
RESOLUTION OF THE BOARD OF HEALTH

77 - 24

RESOLUTION NUMBER: 77 - 24

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


WHEREAS Snohomish Health District is leasing space located at 301 Main Street, Sultan, Washington from the Seattle-First National Bank for operation of a public health clinic in the East Snohomish County area, and

WHEREAS the present lease is due to expire October 19, 1977, and


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

NOW THEREFORE the BOARD OF HEALTH OF Snohomish Health District does approve renewal of the lease (copy attached) from October 20, 1977 through October 19, 1979 under the terms and conditions as described in the lease.

Adopted this 11th day of October 1977.

  
\_\_\_\_\_  
Evelyn Lysons Strout, Chairman  
Board of Health

ATTEST:

  
\_\_\_\_\_  
Claris Hyatt, M.D.  
Health Officer

October 11, 1977

CH: eh



# LEASE

THIS LEASE, dated this 30th day of September, 1977 between SEATTLE-FIRST NATIONAL BANK Trustee under Agreement with Mabel G. Atwood

Snohomish Health District, Lessor, and Lessee

WITNESSETH:

1. The Lessor does hereby lease to the Lessee, and Lessee does hereby lease from Lessor, those certain premises situated in Snohomish County, State of Washington, described as follows:

Portion of Lot 1, Block 6, Map of Sultan City, and commonly known as 301 Main Street, Sultan, Wa.

hereinafter called "premises."

BUSINESS PURPOSE

Medical Clinic

2. The premises are to be used for the purpose of conducting therein

and for no other business or purpose, without the written consent of Lessor.

TERM

3. The term of this lease shall be for two (2) years and no months, and shall commence on the 20th day of October, 1977, and end on the 19th day of October, 1979, inclusive.

RENT

4. Lessee covenants and agrees to pay the Lessor as rental for the said premises a minimum monthly rental of One Hundred and fifteen and no/100 (\$115.00) Dollars

in lawful money of the United States in advance on the 20th day of each calendar month of the lease term, to Seattle-First National Bank, Trust Cage, P.O. Box 3586, Seattle, Washington 98124, or at such other place as the Lessor may hereafter designate. In the event percentage rent is payable hereunder by the Lessee, it shall be paid in the manner and at the time as set forth in the rider attached hereto and by reference made a part of this lease. The rent quoted is exclusive of any sales, franchise, business or occupation or other taxes based on rents, and should any such taxes apply, or be enacted during the life of this lease for which the Lessor shall be primarily liable, the rent shall be increased by such amount.

DEPOSIT

5. As security to Lessor for the performance by Lessee of all of Lessee's obligations hereunder, Lessee has this day deposited with Lessor the sum of \$90.00 (carry over from previous lease) receipt of which Lessor acknowledges, but which deposit does not limit Lessor's rights nor Lessee's obligations hereunder. Lessor may at its option apply any or all of said funds toward remedying any default or defaults of Lessee hereunder; and if at the expiration of this lease all of the covenants, agreements, terms and conditions of this lease to be complied with by Lessee have been complied with, whether with or without the use of said deposit, or any part thereof, then the remainder of said deposit, if any, shall be returned to Lessee, without interest.

REPAIRS

6. The premises have been inspected and are accepted by Lessee in their present condition, and Lessee will at all times keep the premises neat, clean and in a sanitary condition, and will replace any glass of all windows and doors as may become cracked or broken, and except for reasonable wear and tear and damage by fire or other unavoidable casualty, will at all times preserve said premises in as good repair as they now are or may hereafter be put to. All repairs shall be at Lessee's sole expense and cost, provided that this responsibility shall apply to outside walls, roof and foundation only if the damage is caused by the negligence of Lessee, his agents, or employees; and Lessee agrees that at the expiration or sooner termination of this lease, Lessee will quit and surrender the said premises without notice, and in a neat and clean condition, and will deliver up all keys belonging to said premises to the Lessor or Lessor's agents.

UTILITIES

7. The Lessee hereby covenants and agrees to pay all charges for heat, light, sewer, water, Metro charges and for all other public utilities which shall be used in or charged against the leased premises during the full term of this lease. In the event the leased premises are a part of a building or larger premises to which such charges are charged as a whole, with the consent of the Lessor, then Lessee agrees to pay, upon demand, a proper and fair share of said charges. Lessor shall not be liable for failure of any such service for any reason whatsoever.

ACCIDENTS

8. All personal property on said leased premises shall be at the risk of Lessee. Lessor or Lessor's agents shall not be liable for any damage, either to person or property, sustained by Lessee or others, caused by any defects now in said premises or hereafter occurring therein, or due to the building in which the leased premises are situate, or any part or appurtenance thereof, becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of employees, co-tenants or other occupants of said building, or any other persons, including Lessor or Lessor's agent, or due to the happening of any accident from whatsoever cause in and about said building. Lessee agrees to defend and hold Lessor and Lessor's agent harmless from any and all claims for damages suffered or alleged to be suffered in or about the leased premises by any person, firm or corporation.

CARE OF PREMISES

9. The Lessor shall not be called upon to make any improvement or repair of any kind upon said premises, and said premises shall at all times be kept and used in accordance with the laws of the State of Washington and ordinances of the City wherein subject premises are situated, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officer of the said city, at the sole cost and expense of said Lessee; and Lessee will permit no waste, damage or injury to the premises, and at Lessee's own cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes so that they will not freeze or become clogged, and will repair all leaks, and will also repair all damages caused by leaks or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on said premises. Lessee shall be liable for the removal of ice and snow from the sidewalks in front of and about the said premises.

## **USE**

10. The Lessee shall conduct and carry on in said premises, continuously during each and every business day of the term hereof, the business for which said premises are leased, and shall not use the premises for illegal purposes. The Lessee agrees that no stock of goods will be carried, or anything done in or about the premises which will increase the present rate of insurance, provided, however, if the Lessee shall engage in such business with the consent of the Lessor, which business shall increase insurance rates, Lessee shall pay such increase. Lessee agrees that it has determined to Lessee's satisfaction that the premises can be used for the purpose for which they are leased and waives any right to terminate this lease in event the premises cannot be used for such purposes or for any reason may not be used for such purposes during the term of the lease.

## **LIENS AND INSOLVENCY**

11. Lessee shall keep the leased premises and the property in which the leased premises are situated, free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

## **ASSIGNMENT**

12. Lessee shall not without the written consent of the Lessor or Lessor's agents, let or sublet the whole or any part thereof, nor assign this lease or any part thereof without the written consent of the Lessor, or Lessor's agents. This lease shall not be assignable by operation of law. If consent is once given by the Lessor to the assignment of this lease, or any interest therein, Lessor shall not be barred thereafter from refusing to consent to any further assignment. If the Lessee is a corporation, any change in control thereof by vote of shares shall be considered an assignment, and subject to the provisions of this paragraph.

## **ACCESS**

13. Lessee will allow Lessor or Lessor's agents free access at all reasonable times to said premises for the purpose of inspection or of making repairs, additions or alterations to the premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of the Lessor to make any repairs, all of such repairs to be made by the Lessee as aforesaid. The Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said premises for 30 days prior to the expiration of this lease.

## **POSSESSION**

14. In the event of the inability of Lessor to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this lease, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession. If the Lessor shall deliver possession of the premises to the Lessee prior to the commencement date of this lease, Lessee agrees to accept same at such time and both Lessor and Lessee agree to be bound by all of the provisions and obligations hereunder during such prior period, including additional rent therefor.

## **FIRE AND OTHER CASUALTY**

15. In the event the premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with the Lessor to rebuild or repair the same; and after the happening of any such contingency, the Lessee shall give Lessor or Lessor's agents immediate written notice thereof. Lessor shall have not more than 90 days after date of such notification to notify the Lessee in writing of Lessor's intentions to rebuild or repair said premises, or the part so damaged as aforesaid, and if Lessor elects to rebuild or repair said premises, Lessor shall prosecute the work of such rebuilding or repairing without unnecessary delay, and during such period the rent of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If the Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon the Lessor or Lessor's agents.

In the event the building in which the premises hereby leased are located shall be destroyed or damaged by fire, earthquake or other casualty (even though the premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to rebuild or repair, then it shall be optional with Lessor to terminate this lease by written notice served on Lessee within 90 days after such destruction or damage.

## **NOTICES**

16. Any notice required to be served in accordance with the terms of this lease, shall be sent by registered mail, the notice from the Lessee to be sent to the Lessor or Lessor's agents, and the notice from the Lessor to be sent to Lessee at the leased premises.

## **GOVERNMENTAL FEES**

17. All fees due the city, county or state on account of any inspection made on said leased premises by any officer thereof, shall be paid by Lessee.

## **SIGNS**

18. All signs or symbols placed in the windows or doors of the premises, or upon any exterior part of the building, by the Lessee shall be subject to the approval of the Lessor or Lessor's agents. In the event Lessee shall place signs or symbols on the exterior of said building, or in the windows or doors where they are visible from the street, that are not satisfactory to the Lessor or Lessor's agents, the Lessor or Lessor's agents may immediately demand the removal of such signs or symbols, and the refusal of the Lessee to comply with such demand within a period of 24 hours will constitute a breach of this lease, and entitle the Lessor to immediately recover possession of said premises in the manner provided by law. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee then Lessor may have same so removed at Lessee's expense.

## **ALTERATIONS**

19. Lessee shall not make any alterations, additions or improvements in said premises, without the consent of Lessor in writing first had and obtained, and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of Lessee, and shall become the property of the Lessor, and shall remain in and be surrendered with the premises as a part thereof at the termination of this lease, without disturbance, molestation or injury. If the Lessee shall perform work with the consent of the Lessor, as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the City wherein the subject premises are situated, or any other authorized public authority. The Lessee further agrees to save the Lessor free and harmless from damage, loss or expense arising out of said work.

## **DEFAULT AND RE-ENTRY**

20. Time is of the essence and if any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may cancel this lease upon giving the notice required by law, and re-enter said premises, but notwithstanding such re-entry by the Lessor, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and reletting of the premises at a lesser rental than herein agreed to. The Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Lessor.

## **COSTS AND ATTORNEY'S FEES**

21. If by reason of default on the part of the Lessee it becomes necessary for the Lessor to employ an attorney or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this lease and Lessor shall prevail in such action, then and in any of such events Lessee shall pay Lessor a reasonable attorney's fee and all costs and expenses expended or incurred by the Lessor in connection with such default or action.

## **NON-WAIVER OF BREACH**

22. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

**REMOVAL OF PROPERTY**

23. In the event of any entry in, or taking possession of, the leased premises as aforesaid, the Lessor shall have the right, but not the obligation, to remove from the leased premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof, the balance if any to be paid to Lessee.

**HEIRS AND SUCCESSORS**

24. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

**HOLD-OVER**

25. If the Lessee shall, with the written consent of Lessor, hold over after the expiration of the term of this lease, such tenancy shall be for an indefinite period of time on a month to month tenancy, which tenancy may be terminated as provided by the Laws of the State of Washington. During such tenancy Lessee agrees to pay to the Lessor the same rate of rental as set forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants, and conditions as herein specified so far as is applicable.

**CONDEMNATION**

26. It is understood and agreed that, if the whole or any part of the demised premises or the land whereupon said premises stand shall be taken by exercise of the right to condemnation or eminent domain, or by agreement between Lessor and those authorized to exercise such right (all of which shall hereafter be considered condemnation), then, upon the passing of title of the premises or any part thereof to the condemnor, this lease, at the option of the Lessor, shall become null and void, and the term herein granted shall cease and determine, anything to the contrary hereof notwithstanding.

**RIDERS**

27. The riders, if any, attached hereto, are made a part of this lease by reference.

IN WITNESS WHEREOF the parties hereto have executed this lease the day and year first above written.

LESSOR:

LESSEE: SNOHOMISH HEALTH DISTRICT

SEATTLE-FIRST NATIONAL BANK, Trustee under Agreement with Mabel G. Atwood

By: *Evelyn Lyons Stout*  
Chairman, Board of Health

By: *Robert S. Thorne*  
Vice-President

ATTEST  
*Clara Hyatt*  
Address Health Officer

By: *J. E. Slegel*  
Trust Real Estate Officer

October 11, 1977  
Address  
Phone

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be a Vice-President and

\_\_\_\_\_ to me known to be \_\_\_\_\_ of Seattle-First National Bank, the corporation that executed the within and foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said corporation in its fiduciary capacity as aforesaid, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington residing at Seattle.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be \_\_\_\_\_ and \_\_\_\_\_ to me known to be \_\_\_\_\_ of

\_\_\_\_\_ the corporation that executed the within and foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

**INDIVIDUAL**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, before me the undersigned, a Notary Public in and for the State of \_\_\_\_\_ duly commissioned and qualified, personally appeared \_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_

