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SKAMANIA COUNTY WASH
BY *Skamania County*

JAN 25 1 39 PM '02

Polansky
AUDITOR

J. MICHAEL GARVISON

By *Garvison*
Audited *OK*
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By *Garvison*

**SKAMANIA COUNTY LEASE AGREEMENT
WITH SOUTHWEST WASHINGTON HEALTH DISTRICT**

This lease agreement, made and entered into this 2nd day of January, 2002 by and between SKAMANIA COUNTY, through its duly elected Board of Commissioners, hereinafter referred to as the "LESSOR", and SOUTHWEST WASHINGTON HEALTH DISTRICT hereinafter referred to as the "LESSEE" under RCW 39.34.010, 39.34.080.

WITNESSETH

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

PREMISES

The LESSOR, in consideration of the covenants and agreements hereinafter set forth, hereby leases and demises unto said LESSEE approximately 2033 square feet of floor and ground space within the certain building known as the Health Center located at 683 Rock Creek Drive.

This building is located on a portion of land located within a Tract of land located in the Northeast quarter of the Northwest quarter of Section 1, Township 2 North, Range 7 EWM., described as follows:

2-7-1-2-600
Beginning at the intersection of the center of the channel of Rock Creek with the centerline of the public road designated as Rock Creek Drive, said road formerly being designated as Second Avenue Extension and as State Road No. 8; thence South 63 degrees 24' West along the centerline of said road 300 feet; thence North 26 degrees 36' West 200 feet; thence North 63 degrees 24' East to the center of the channel of Rock Creek; thence in a Southeasterly direction following the center of the channel of Rock Creek to the point of beginning; EXCEPT right of way for the public road designated as Rock Creek Drive.

USE OF PREMISES

Said leased premises are to be used to house employees of Southwest Washington Health District to provide assistance to Skamania County Residents.

LICENSES AND PERMITS

The Lessee hereby agrees that they have the authority to provide the services and to secure any licenses or permits necessary to operate this business in Skamania County and the State of Washington for the purpose for which the county premises are to be used, and shall pay any cost for such permits or licenses.

CONSIDERATION

The LESSEE shall pay unto the LESSOR for the said 2033 square feet at the rate of at the rate of \$.62 per square foot per month, which equals the sum of One thousand two hundred sixty and no/100's dollars (\$1,260) per month. The rent shall include: water, electric and gas and janitorial service for floors and windows. It shall not include telephone charges or any other utilities not set out herein. The monthly user fee will be subject to an annual review for consideration of utility and maintenance costs.

TERM

The term of the lease shall be from the 1st day of January, 2002 through the 31st day of December, 2002. This lease shall automatically extend from year to year, unless either party notifies the other party in writing at least 30 days before the end of the lease of its desire to renegotiate the terms of the lease.

CONDITION OF PREMISES

The LESSEE shall exercise due care in the use of the premises. It is further agreed that at the close of each daily operation by the LESSEE, that said LESSEE will conduct and is responsible for the general cleanup of the leased premises, the removal and proper off-site disposal of spent hypodermic needles and other medical waste and the securing of said facility at the time of his departure. The LESSEE herein agrees to keep said premises in a clean and sanitary condition to the satisfaction of the LESSOR.

The LESSOR hereby reserves, and the LESSEE hereby grants to the LESSOR or LESSOR's agents, the right to enter the leased premises at all times for the purpose of inspecting the premises and making necessary repairs. Any repairs to the building shall be made by Skamania County.

SUB-LEASING

This lease, or any portion hereof, cannot be assigned or sub-let by LESSEE without the written consent of the LESSOR.

INDEMNIFICATION: The LESSEE agrees to save the LESSOR harmless from any liability resulting to the LESSOR as a result of any activities conducted on the leased premises by said LESSEE including all damages of every kind and nature whatsoever that may be claimed or accrued by reason of an accident in or about the leased premises or from the Lessee's use or occupation of the leased premises and areas adjacent thereto, or caused by the acts or neglect of the lessee or any agent of the Lessee. The LESSEE will further indemnify and hold Skamania County harmless under the State Industrial Insurance Act from claims of any employee.

It is agreed that neither the LESSOR nor the LESSOR's agents shall be liable for the death of or injury to any person in or about the premises, or for loss of or damage to any property of the LESSEE arising out of the acts or negligence of the lessee or any of its agents. Further more, the LESSOR shall not be liable to the LESSEE or to any person for claims arising from any defect in the construction or present condition of the premises, whether known or unknown, or for damages by storms, rain or leakage.

GOVERNING LAW

The parties agree that this lease shall be governed by the laws of the State of Washington and that venue for any action pursuant to this lease, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the lease, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for reasonable attorney's.

DEFAULT

If default shall be made in any of the covenants herein contained, the LESSOR may terminate the contract by written notice. The LESSEE shall remove all equipment, supplies and persons from said premises.

TERMINATION

Notwithstanding the term of this lease, either party without cause may terminate this lease by giving the other party sixty (60) days written notice of said termination. Upon receipt of said notice by the LESSEE, the LESSEE shall restore the leased premises to their condition existing at the inception of the lease and vacate said leasehold. The termination of said lease shall not be cause for any claims of either consequential or actual damages.

SOUTHWEST WASHINGTON
HEALTH DISTRICT

K. Mayhew
Signature
Executive Dir.
Title

ATTEST:

James L. Johnson
Clerk of the Board

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

L. A. [Signature]
Chairman
[Signature]
Commissioner
Albert E. [Signature]
Commissioner

APPROVED AS TO FORM ONLY:

BA
Prosecuting Attorney



HEALTH DISTRICT LEASE