

Skamania County Hospital District
PO Box 338
Stevenson, WA 98648

Skamania County, WA 2020-000503
Total: \$116.50
AGLS 02/27/2020 12:20 PM
Pgs=14
Request of: SKAMANIA COUNTY HOSPITAL DISTRICT

00002852202000005030140142

LEASE AGREEMENT

This agreement is entered into this 18 day of December, 2019, by and between **Skamania County Fire Protection District #5**, a political subdivision of the State of Washington, having its principal office at the town of Skamania, in Skamania County, Washington, herein referred to as "Lessor," and **Skamania County Public Hospital District dba Skamania County Emergency Medical Services** (a municipal agency) herein referred to as "Lessee."

Lessor herein leases to Lessee the following described property, and commonly known as: Station 5-1, address of 33241 State Route 14, town of Skamania, county of Skamania, state of Washington. More specifically, a space within the facility referred to as "the garage bay, accommodating one (1) ambulance or Squad, and the dayroom/office space, bathroom, and common/kitchen area, located in the upstairs section of the facility".

Recitals

1. Lessor desires to lease the Premises to Lessee solely for the purposes of establishing an emergency medical services station staging area in the area known as Skamania, WA in Skamania County.
2. Lessee shall not use the Premises or any part thereof, for the purposes of carrying on any business, profession, or trade of any kind, or for any other purposes other than as specified herein, without the prior written consent of the Lessor.
3. The Lessor is willing to lease the Premises for the purposes stated in Item 1. above, to protect and keep the premises occupied and to promote the health and welfare of Skamania County.
4. The Lessee has committed to fulfilling the terms and conditions of this Agreement.
5. For the foregoing reasons, the parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities with respect to the Premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
Subject and Purpose

1. Lessor leases the Premises to Lessee for Lessee's sole use, for the purpose of establishing an emergency medical services station, the breach of which shall result in a reversion to SKAMANIA COUNTY FIRE PROTECTION DISTRICT #5 of all rights, title and interest in and to the Premises. Lessee shall not use the Premises or any part thereof, for the purposes of carrying on any business, profession, or trade of any kind, or for any other purposes other than as specified herein, without the prior written consent of the Lessor.
2. Lessee acknowledges he/she has conducted a walk through of the Premises with a representative of SKAMANIA COUNTY FIRE PROTECTION DISTRICT #5 and finds they are, at the time of the signing of this Agreement, in good order and repair, and in a safe, clean and tenantable condition, and accepts the Premises as is, in its current condition as of the date of this agreement. Lessee accepts full occupancy of the Premises beginning on the 1st day of the month following final execution of the lease, in the year, 2020
3. If the Lessee's use of the Premises is at any time prohibited by law or governmental regulation, this lease shall immediately terminate.
4. In connection with its use of the Premises, Lessee shall at all times:
 - a. Conform to all applicable laws and regulations of any public authority affecting the Premises and their use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use. Lessee shall not otherwise be required to make expenditures to comply with any laws and regulations, nor shall Lessee be required to make any structural changes to effect such compliance unless such changes are required because of lessee's specific use.
 - b. Refrain from any activity that would make it impossible to insure the Premises against casualty or which would increase the insurance rate, unless Lessee pays the additional cost of the insurance.
 - c. Lessee acknowledges and accepts the Site and the Premises of this Agreement are a volunteer fire station for SKAMANIA COUNTY FIRE PROTECTION DISTRICT #5; SKAMANIA COUNTY FIRE PROTECTION DISTRICT #5 will actively use the station for such purposes.

- d. The Lessee will refrain from any use which would be reasonably offensive to adjacent tenants or users of neighboring parcels or facilities, or which would tend to create a nuisance, damage the reputation of the Lessor.
- e. Lessee acknowledges the drains of the Premises drain directly into a septic tank and shared drain field and shall refrain from actions in or use of the Premises which would cause effluents to access these drains. Such effluents shall include, but are not limited to hazardous materials governed by state and federal law, but also detergents, acids, and cleaning solvents.
- f. Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof, etc., of the Premises without the prior written consent of Lessor.
- g. Lessee agrees no painting shall be done on or about the Premises without the prior written consent of the Lessor.
- h. Comply with any reasonable rules respecting the use of the Premises promulgated by Lessor from time to time and communicated to Lessee in writing.
- i. Not keep any pets on Premises.
- j. Restrict use of the parking space (not keep more than 3 vehicles at the site), yard and lawn to those activities normally performed in connection with the purposes for which the Premises are being leased.

SECTION TWO

Terms and Conditions

1. The term of this lease agreement shall be for five (5) years beginning January 1, 2020; and payments shall be made annually, paid not later than the 1st of July following final execution of the lease, in the year, 2020 unless sooner terminated or extended in accordance with the terms of this agreement.
2. No rent will be charged, however the Lessee agrees to pay \$2,100.00 (two thousand one hundred dollars) annually to cover all utilities.
3. Lessee acknowledges and accepts the Premises shall be occupied by no more than 3 (three)

resident EMS personnel, without the prior written consent of the Lessor.

SECTION THREE

Inspection

Lessee is leasing the Premises "as is" and Lessor makes no representation or warranties. Without limiting the generality of the foregoing, Lessee acknowledges that it has made its own independent investigation respecting the Premises and will be relying entirely thereon and on the advice of any consultant he may retain. Lessee may not rely upon any representation of any party, whether or not such party purports to act on behalf of Lessor, unless the representation is expressly set forth herein or in a subsequent document executed by Lessor. All representations, warranties, understandings and agreements between Lessee and Lessor are merged herein.

SECTION FOUR

Utilities

Lessee shall arrange to pay the actual cost of all utility services except: water/sewer, electricity, gas, internet, local telephone service (including but not limited to long distance telephone and garbage) to the Premises directly to the provider of such services. Lessee warrants to hold Lessor harmless for the costs of all such utility services. All applications and connections for such utility services shall be made in the name of Lessee only, and Lessee shall be solely liable for such utility charges as they become due.

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SECTION FIVE

Maintenance and Repairs

1. Lessee shall, at all times during the term of the Lease and at its own cost and expense, provide all maintenance and repair, maintaining, in good order and sanitary condition, the Premises, and any and all improvements, additions and alterations thereto, located on the Premises; provided however, that Lessor shall be responsible for repairing and replacing the roof, foundation, plumbing, unless the use, conduct or activities of Lessee caused the problem which necessitated the repair or replacement work. Lessee shall use all reasonable precaution to prevent waste, damage or injury to the Premises. If Lessee fails to repair any substandard condition after written notice by Lessor, Lessor may make any such maintenance and repairs and assess the cost of repair to Lessee.
2. Upon expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in

good order and condition, subject to depreciation, ordinary wear and tear, and damage by natural disaster or other casualty. All repairs for which Lessee is responsible shall be completed by the date of surrender. Lessee shall remove all of its other personal property by the date of surrender.

3. Lessee understands and acknowledges the Premises exterior access routes are all servicing adjacent facilities and tenants, and shall commit to keeping such routes open and free for travel and clean of any trash and debris. Lessee shall cooperate with Lessor regarding the construction and/or occupancy of any future structures in the vicinity of the Premises, and Lessor agrees to minimize impairment of Lessee's activities during construction.

SECTION SIX

Insurance/Casualty to Premises

1. Lessor shall maintain a fire insurance policy on all portions of the facility, inclusive of those being leased to Skamania County Public Hospital District. Limits of coverage shall be no less than \$300,000 per occurrence/\$1,000,000 general aggregate, and shall name: "Skamania County Public Hospital District, its elected and appointed officials, employees, agents and volunteers as additional insured."
2. Lessee shall maintain a policy of liability insurance for the duration of the lease, with limits of liability no less than \$300,000 per occurrence/\$1,000,000 general aggregate, and which names: "Skamania County Fire Protection District # 5, its elected and appointed officials, employees, agents and volunteers as additional insured."

Any and all property of the Lessee, personal or real property shall be on the premises at the sole risk of Lessee, and Lessee shall bear all costs associated with any damage to such property damage, and shall provide at their own expense any and all insurance for such property.

3. Lessor shall have no liability or responsibility whatsoever with respect to the conduct and operation of the Lessee's use of the Premises. Lessor shall not be liable for any accident or injury to any person or property in or about the Premises that is caused by the use or occupancy of said Premises or by virtue of equipment or property of Lessee on said Premises. Lessee agrees to defend and hold Lessor harmless against any and all such claims.

Lessee shall indemnify and save Lessor harmless from and against any and all losses, costs (including attorney fees), damages, expenses, liabilities (including statutory liability), and claims for damages as a result of injury of death of any person or damage to any property that arise from or in any manner grow out of any act or neglect on or about the leased Premises by Lessee, Lessee's agents, invitees, contractors or subcontracts or any other

persons or property present on or about the Premises arising from Lessee's occupation of the Premises.

All insurance provided by Lessee as required by this section shall insure performance by Lessee of the indemnity provisions hereof.

4. In the event fire or other casualty causes damage to the Premises, Lessor shall restore any damaged portion of the Premises as soon as practicable to a level substantially equal to its condition immediately before the casualty. Rent shall be abated during the period of restoration and to the extent the buildings and Premises are not reasonably usable by Lessee, except that there will be no rent abatement if the Lessee shall provide and keep in force other insurance in amounts that may from time to time be reasonably required against other such insurable hazards as are commonly insured.
5. In the event fire, or other casualty, that was caused by Lessee's negligence or failure to comply with the terms of this Lease. Insurance proceeds pertaining to the buildings and improvements shall be applied to the costs of such restoration and repair. If the damage to the Premises exceeds 50% of its replacement cost, Lessor may elect to terminate this lease and retain the proceeds of any such loss.
6. Lessor and Lessee each waive rights it may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, their respective property, the Premises or its contents or to other portions of the Premises arising from any liability loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Lease. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either Lessor or Lessee against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charge assessed by its respective insurer.

SECTION SEVEN

Unlawful or Dangerous Activity

Lessee shall neither use nor occupy the Premises, nor any part thereof, for any unlawful, disreputable or ultra-hazardous purpose, nor shall Lessee operate or conduct its business in a manner constituting a nuisance of any kind. Upon Lessee's discovery of any unlawful, disreputable or ultra hazardous use, Lessee shall immediately take action to halt such

activities. Lessee will not do or permit anything to be done on the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire or other insurance on the building, or on the property kept therein, or endanger, obstruct or interfere with the rights of other tenants, or conflict with the fire laws or regulations or with any insurance policy upon the building or any part thereof, or with any statutes, rules, or regulations enacted or established by any governmental authority.

SECTION EIGHT

Indemnity

Lessee shall indemnify Lessor against all expenses, liabilities and claims of every kind, including reasonable attorney fees, made by or on behalf of any person or entity arising out of either: (1) a failure by Lessee to perform any of the terms or conditions of this Lease; (2) any injury or damage to persons or property happening on or about the Premises; (3) a failure of Lessee to comply with any law of any governmental authority; or (4) any lien or security interest filed against the Premises or any improvements thereon as a result of Lessee's activities.

SECTION NINE

Default or Breach

Each of the following events shall constitute a default or breach of this Lease by Lessee:

1. If Lessee shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 90 days after the institution or appointment.
3. If Lessee shall fail to pay rent or any other sum due hereunder when the same shall become due and shall not make the payment within 3 days after notice in writing by Lessor to Lessee. However, no such notice shall be required by Lessor if a similar notice was given within the previous six (6) months.
4. If Lessee shall fail to perform or comply with any of the conditions of this Lease and if the nonperformance shall continue for a period of 30 days after notice thereof by Lessor

to Lessee or, if the performance cannot be reasonably had within the 30 day period, Lessee shall not in good faith have commenced performance within the 30 day period and shall not diligently proceed to completion of performance. However, no such notice shall be required if a similar notice was given within the previous six (6) months.

5. If Lessee shall abandon the demised Premises. However, Lessor's acceptance of Lessee's abandonment shall not relieve Lessee of its obligation to pay rent for the remainder of the term.

SECTION TEN

Effect of Default/Remedies

In the event of any default hereunder, Lessor shall have an immediate right to pursue the following remedies in addition to remedies provided by law:

1. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied and may charge Lessee for any such expenditures, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
2. Lessor OR Lessee shall have the right to cancel and terminate this Lease, as well as all of the right, title and interest of Lessee hereunder, without demand or legal process, by giving to Lessee OR Lessor written notice of the cancellation and termination. Thereupon, this Lease and the right, title and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
3. Upon termination of the Lease under the foregoing paragraph, Lessor may by written notice to Lessee demand that Lessee assemble all Lessee's personal property on the Premises at a place designated by Lessor that is reasonably convenient to Lessor and Lessee, and Lessee agrees that it will assemble such property. In the alternative, Lessor may re-enter the Premises and remove the property and personnel of Lessee. Lessor may then store Lessee's property in a public warehouse or other place selected by Lessor, at the expense of the Lessee; provided, however, that Lessor may, after a reasonable attempt

to notify Lessee, dispose of Lessee's stored property by sale or otherwise after a period of forty-five (45) days from the date of termination, and credit the proceeds of sale against any amounts owed by Lessee. Upon termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease over the reasonable rental value of the Premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

4. After re-entry, Lessor may relet the Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as Lessor may choose.
5. Lessor may declare all sums due and to become due for the full term of this Lease immediately due and payable, plus interest thereon at the highest legal rate until paid in full.
6. Lessor may retain all prior payments by Lessee, including, without limitation, rent and Lessee's security deposit.
7. Lessor may sue for specific performance.

SECTION ELEVEN **Lessor's Access to Premises**

Lessee shall permit Lessor or its agents to enter the Premises at all reasonable hours to examine, inspect or protect the Premises, prevent damage or injury to the Premises, or make such repairs to the Premises as are necessary and reasonable.

SECTION TWELVE **Lessee's Improvements**

1. Subject to Lessor's prior written consent, Lessee may make improvements or alterations to the Premises, at its discretion and at its expense. Lessee is responsible for all permits, approvals, laws and regulations related to any and all such improvements. Lessee will provide Lessor with "as built" drawings for any and all improvements and modifications to the Premises. All such improvements and modifications made by the Lessee shall in no way jeopardize the integrity of the Premises, its systems and services, and its historic character and integrity. Lessee acknowledges the Premises as it is designed, in its architectural design and aesthetics, represents and supports Skamania County's job creating and business development vision and mission. Any improvements or modifications shall not derogate this design and intent. At the Lessor's option only, upon

termination of this lease, Lessee shall remove all such improvements and modifications, and restore the Premises to its original condition, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such restoration.

Lessor and Lessee acknowledge and confirm that Lessee may install and place in the Premises furniture that shall remain the property of Lessee. Lessee shall have the right during the terms of this Lease, and upon termination hereof, to remove said furniture; provided, however, that Lessee shall be solely responsible for and shall bear the cost and expense for such removal, and shall restore the premises to its original condition following such removal, and reimburse Lessor for any and all costs and damages incurred by Lessor on account of such removal.

All office furniture, kitchen equipment/appliances and common area furniture that is not currently furnished, will be provided by the Lessor.

SECTION THIRTEEN

Compliance with All Laws

Lessee agrees to comply with all applicable federal, state and municipal laws, ordinances, and regulations. Any fees for any inspection of the Premises during or for the lease term by any federal, state or municipal officer shall be paid by Lessee.

SECTION FOURTEEN

Quiet Enjoyment

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Lessor or those claiming through Lessor, so long as Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

SECTION FIFTEEN

Liability of Lessor

Lessee shall be in exclusive control and possession of the Premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised Premises nor for any injury or damage to any property of Lessee.

SECTION SIXTEEN

Consents, Waivers


Whenever either party's consent or approval is required under this Agreement, the party shall promptly exercise its judgment in a reasonable manner. Failure of a party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION SEVENTEEN

Notice

1. All notices to be given with respect to this Lease shall be in writing.
2. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. All correspondence should be sent to:

Lessor:

Skamania County Fire District. # 5
Board of Commissioners
PO BOX 
Stevenson, WA 98651

Lessee:

Skamania County Public Hospital District 1
Board of Commissioners
PO Box 338
Stevenson, WA 98648

SECTION EIGHTEEN

Assignment, Mortgage or Sublease

1. Neither Lessee nor its successors or assigns shall assign, mortgage, pledge or encumber this Lease for any reason nor shall this Lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance.
2. Lessee shall not have the right to sublet this Agreement or grant any concession or license to use the Premises, in whole or in part, or permit the Premises to be used or occupied by others outside Lessee's immediate family without the prior written consent by the Lessor. Any such consent to such by Lessor shall not be deemed to be consent to any other subsequent assignment, subletting, concession, or license. Any such sublet, assignment, concession or license without the prior written consent of Lessor shall be void and shall, at the Lessor's option, immediately terminate this Agreement. Lessee

acknowledges and accepts the Premises shall be occupied by no more than 2 (two) persons, without the prior written consent of the Lessor.

SECTION NINETEEN
Total Agreement; Applicable to Successors

This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

SECTION TWENTY
Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION TWENTY-ONE
Venue/Attorney Fees

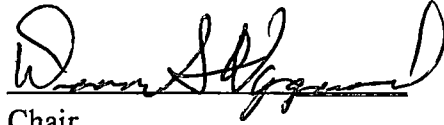
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Lease, or for the collection of any sums due hereunder, the parties agree that the venue of such action or litigation shall be in the proper court of the State of Washington in and for the County of Skamania. The parties agree that the prevailing party in any action or litigation shall recover costs and reasonable attorney fees.

SECTION TWENTY-TWO
Termination

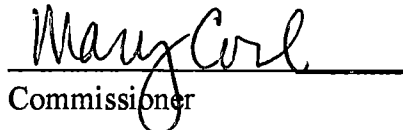
Lessor and or the Lessee may terminate this Agreement, without cause, upon sixty (60) days written notice to the Lessee.

IN WITNESS WHEREOF, the parties here to have executed this Lease as of the day and year first above written.

LESSOR: SKAMANIA COUNTY FIRE PROTECTION DISTRICT #5


Chair

12-19-2019
Date


Commissioner

12/19/2019
Date

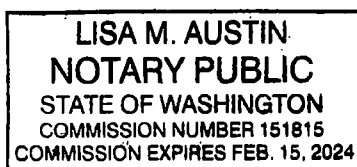
Commissioner

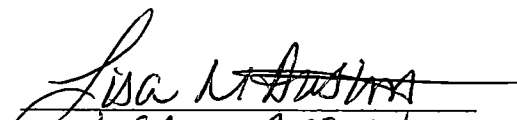
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that MARY DEAN CORL + NYGAARD is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 19 day of DEC, 2019.




Print LISA M AUSTIN
NOTARY PUBLIC in and for
The State of WA
My commission expires 2/15/2024

LESSEE:

SKAMANIA COUNTY PUBLIC HOSPITAL DISTRICT # 1

Det. P. [Signature]
Chair

[Signature]
Commissioner

Commissioner

27 JAN 2020
Date

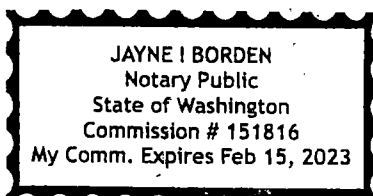
1/27/2020
Date

Date

STATE OF Washington)
) ss.
COUNTY OF Skamania)

I certify that I know or have satisfactory evidence that Dale Grams & Forest Hoke is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 27th day of January, 2019 ²⁰



Jayne I. Borden
Print Jayne I. Borden
NOTARY PUBLIC in and for
The State of WA
My commission expires 02/15/2023