

WHATCOM COUNTY CONTRACT
ATTORNEY REVIEW
[submit via electronic transmittal]

Whatcom County Contract No.

<i>Originating Department:</i>	<i>Public Works / Equipment Services Division</i>
<i>Contact Person:</i>	<i>Eric L. Schlehuber, Equipment Services</i>
<i>Contractor's Name:</i>	<i>Whatcom County Search and Rescue Council</i>
<i>First Review:</i> <i>XX Approved As Is; Prepare Hardcopy for Signoff CDQ</i> <input type="checkbox"/> <i>Needs Revision; Attorney Comments for suggested changes:</i>	
<i>Second Review:</i> <input type="checkbox"/> <i>Implemented Attorney Corrections as Indicated</i> <input type="checkbox"/> <i>Approved; Prepare Hardcopy for Signoff</i> <input type="checkbox"/> <i>Additional Corrections Needed; Attorney Comments for suggested changes:</i>	
<i>Please indicate any Special Dates or clauses that require calendaring:</i>	

Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.

PROPERTY LEASE AGREEMENT
BETWEEN WHATCOM COUNTY AND
WHATCOM COUNTY SEARCH AND RESCUE COUNCIL

Whatcom County Contract No.

THIS **LEASE AGREEMENT** is entered into by and between **WHATCOM COUNTY**, a municipal corporation, hereafter referred to as "Lessor," and **WHATCOM COUNTY SEARCH AND RESCUE COUNCIL**, hereafter referred to as "Lessee."

WHEREAS, the Lessee is in need of a facility in a central location to house their operations in furtherance of their public services; and,

WHEREAS, the Lessor is the owner of approximately 160 acres in the NE ¼ of Section 34, Township 39 N., Range 2 East of W.M., more commonly known as the "County Farm," located at the southeast corner of the intersection of Smith Road and Northwest Road in Whatcom County; and

WHEREAS, the Lessor desires to lease 0.63 acres of real property, also known as 1041 W. Smith Road, Bellingham, WA 98226, to the Lessee to further facilitate the Lessee's public service contribution.

NOW, THEREFORE, the parties agree as follows:

A. DESCRIPTION OF THE PREMISES

Lessor hereby leases to Lessee the following-described real property situate in Whatcom County, Washington: The NW ¼ of the NE ¼ of Section 34, Township 39 N., Range 2 East, W.M., described as follows: Commencing at the north quarter corner of said Section 34; thence easterly along the north section line for a distance of 513.68 feet; thence south, at right angles to said section line, 30 feet to the southerly right of way line of county road no. 103 (W. Smith Road) and the true point of beginning of this parcel; thence continuing south 87 feet; thence easterly parallel to said section line for a distance of 45 feet; thence south at right angles for a distance of 10 feet; thence easterly parallel to said section line for a distance of 243 feet; thence north at right angles for a distance of 97 feet to the southerly right of way of said county road no. 103; thence westerly 288 feet along said southerly right of way line to the true point of beginning. .

B. RENT

Lessee shall pay to the Lessor for the use and occupancy of the above-described property the sum of ONE DOLLAR (\$1.00) per year, payable March 1, 2019, and each successive year thereafter for the term of this agreement. The Lessee and Lessor agree that the rental amount specified in this paragraph shall be renegotiated on or before March 1, 2024, and each five-year period thereafter during the term of this agreement.

C. IMPROVEMENTS

Any improvements on the above-described property shall be completed/constructed at Lessee's sole expense and with the written consent of the Lessor, but Lessee shall, before making any improvements or alterations, submit the plans and designs therefor to Lessor for approval. Upon the expiration of this lease agreement, all improvements shall become the property of the Lessor. If at any time during the life of this lease, the Lessee fails to use the property for the purposes expressed herein, without first obtaining permission in writing from the Lessor to do so, the lease shall be forfeited.

D. TERM

The term of this lease shall be thirty-five (35) years unless sooner terminated and/or modified as provided herein. Provided, however, that any improvements made or installed pursuant to Paragraph "C" of this lease shall become the property of the Lessor upon the expiration of this lease.

E. USE

The intent of this lease is to provide Lessee with a site and building to house and store supplies and equipment, and to provide Lessee with office space necessary for its operations. Lessee shall not use,

nor permit the property or any part thereof to be used, for any purpose or purposes other than those for which the property is hereby leased.

F. ACCEPTANCE OF PROPERTY

Lessee acknowledges that it is in all respects familiar with the property and the improvements thereon and that no representations have been made by Lessor as to said property or improvements except for those representations made in writing contained in this lease agreement. Lessee hereby accepts said property and improvements as they are now situated.

G. MAINTENANCE

Maintenance of the leased property and all improvements thereon shall be the responsibility of the Lessee. The Lessee agrees to maintain in good repair all improvements and related facilities, grounds and roads at all times and at its sole expense in accordance with all sanitary, health, building and other regulatory codes and ordinances relating thereto. Lessee further covenants not to commit waste nor permit anyone else to commit waste during its possession of the premises.

H. LESSOR'S RIGHT-OF-ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the property at all reasonable times for the purpose of inspecting the same or exhibiting the property to prospective tenants.

I. UTILITIES

The Lessor has installed, sewer and water services from three feet outside of the structure or structures to the main supply and/or discharge. The Lessee shall pay all costs and charges for utilities furnished including electricity, water, sewer and/or gas during the term of this lease.

J. SUBLEASE AND ASSIGNMENT

Lessee shall not assign, transfer, pledge, or sublease this lease, the property or any part thereof, or any interest therein, and shall not permit the property, or improvements, facilities or any part thereof, to be used by anyone other than the Lessee or its agents or employees unless the written consent of the Lessor is first obtained.

K. LIENS

Lessee shall keep the above-described property 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 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.

L. LOSS OR DAMAGE

All risk of loss or damage to the property, facilities or improvements is assumed by the Lessee and Lessor shall not be held responsible for damage accruing thereto unless such damage shall have been caused solely by the negligent acts or omissions of Lessor.

M. INDEMNIFICATION AND HOLD-HARMLESS

Lessee agrees and covenants to indemnify, defend and save harmless Lessor and those persons who were, now are, or shall be, duly elected or appointed officials or members or employees thereof, hereinafter referred to as "Lessor" against and from any loss, damage, cost, charge, expense, liability, claim, demand, or judgement of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omission or default on the part of Lessee, its subcontractors or employees, except if such injury or damages shall have been caused by or resulted from the sole negligence of Lessor. In case any suit or cause of action shall be brought against Lessor on account of any act, action, neglect, omission, or default on the part of the Lessee, its agents, subcontractors or employees, the Lessee hereby agrees and covenants to appear and assume the defense thereof and to pay any and all costs, charges, attorneys' fees and other expense, and any and all judgements that may be incurred or obtained against Lessor.

In the event the Lessor is required to institute legal action and/or participate in legal action to enforce this Indemnification and Hold Harmless Clause, the Lessee agrees to pay the County's legal fees, costs, disbursements incurred in establishing the right to indemnification.

N. EXTENT OF AGREEMENT

This lease contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this lease.

O. NON-WAIVER OF BREACH

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 a relinquishment of any such, but the same shall be and will remain in full force and effect.

P. INSURANCE

Lessee shall, at all times during the term of this lease, and at the Lessee's sole expense, keep all of Lessee's equipment, supplies, materials and fixtures insured against loss or damage by fire in such amount as Lessee deems appropriate. The Lessee shall transmit annually to the Lessor their current Certificate of Insurance which includes the following language: "This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory."

Q. LAWS AND REGULATIONS

Lessee agrees to conform to and abide by all lawful rules, codes, laws and regulations in connection with its use of the property and construction of improvements thereon and the operation of Lessee's business and not to permit said premises to be used in violation of any lawful rule, code, law, regulation or other authority.

R. VENUE STIPULATION

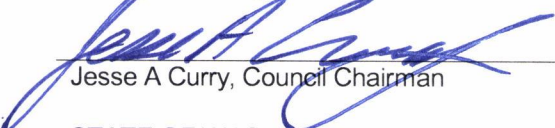
This agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

IN WITNESS WHEREOF, Whatcom County and Whatcom County Search and Rescue Council have executed this Amendment on the date and year below written.

DATED this _____ day of May, 2019.

LESSEE:


Whatcom County Search & Rescue Council



Jesse A Curry, Council Chairman

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 17th day of May, 2019, before me appeared Jesse A Curry, to me known to be the Council Chairman, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



NOTARY PUBLIC in and for the State of Washington, residing at
Dellingham My commission expires 9-12-19

WHATCOM COUNTY:

Recommended for Approval:

Jon Hutchings 5/22/19
Public Works Director Date

Approved as to form:

Christopher Quinn 5/22/19
Senior Deputy Prosecuting Attorney Date

Approved:

Accepted by Whatcom County:

Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of May, 2019, before me appeared Jack Louws, to me known to be County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

LESSEE INFORMATION

Whatcom County Search & Rescue Council

Jesse A Curry, Council Chairman

Address:
1041 W. Smith Rd.
Bellingham, WA 98225

Mailing Address:
1041 W. Smith Rd.
Bellingham, WA 98225

Contact Name: Jesse A Curry
Contact Phone: 360-815-1384
Contact Fax: _____
Contact Email: Jesscurry76@gmail.com