

LEASE

This lease is made this 1st day of July, 2023, by and between LENGESOT, LLC. hereinafter referred to as LANDLORD, and WHATCOM COUNTY, hereinafter referred to as TENANT.

1. PREMISES.

LANDLORD hereby leases to the TENANT and TENANT leases from the LANDLORD for the term of this lease and at the rental and upon the conditions set forth below a portion of the premises located upon the real property situated in the City of Bellingham, County of Whatcom, State of Washington, commonly known as 2465 Lakeway Drive, Bellingham, WA 98229. This lease shall be for unrestricted access to the following spaces (collectively, the "Premises") within the Moles Farewell Tributes and Crematory facility located at above referenced address:

- Unrestricted utilization of a medical examination room equipped with a table, lift and adequate ventilation
- Space to accommodate two portable workstations for autopsy technicians to prepare reports
- Space in the garage that has required electrical capacity to accommodate a 3-person cooler
- Location in the garage for a white board to be used for scheduling transports
- Space for a rack to hold the Medical Examiner personal protection equipment.
- Access to the shower
- Landlord will also provide transportation to and from the Green Acre facility to access more cooler storage for an additional cost of \$50.00 per trip.

2. TERM.

- A. The term of this lease shall be for up to eight months commencing August 1, 2023.
- B. The TENANT shall have the option to re-lease the Premises for one additional three -month terms, under the same terms and conditions, including all the terms and conditions as noted in paragraph 3. TENANT will notify LANDLORD of intention to renew on or before February 1, 2024.

3. RENT

A. TENANT shall pay to LANDLORD as base rent of \$250 per autopsy performed in the Premises. The per case rate is inclusive of the Premises as outlined above. An average of 24 autopsies per month are performed in Whatcom County based on annual report statistics. It is also recognized that the number of autopsies per month will fluctuate as there is no way to determine an actual figure therefore, the lease payment will fluctuate based on actual number of autopsies.

B. TENANT will pay for transportation of overflow cases to and from the Landlord's second location known as Green Acres Memorial Park. To accommodate overflow, transportation will be provided by the Landord when mutually determined necessary through coordination with the Medical Examiner's Operations Manager. Transportation to the Green Acres facility will occur when capacity at the leased facility is limited. Transportation will be compensated at \$50.00 per trip between Moles Farewell Tributes and Cerematory facility located on Lakeway Drive and the Green Acres facility located on Northwest Drive in Ferndale, WA.

Longesot, LLC will submit itemized monthly invoices that include the number of cases and the number of trips billed to Whatcom County Facilities Office at 3720 Williamson Way, Bellingham, WA 98226. Whatcom County will pay warrant (check) deposited in the U.S. Mail within 25 days of receiving an accurate invoice. Should occupancy not encompass the full month at the beginning or ending of the lease term, the rental amount shall consist of the number

of cases and trips for the billing period. All rent shall be payable in lawful money of the United States, without any deduction or offset.

4. MAINTENANCE, REPAIRS AND ALTERATIONS.

A. Except for damage caused by TENANT, its agents or invitees, the LANDLORD shall keep in good condition and repair all exterior portions of the premises, the foundation, exterior walls, roof, main water service, main electrical service, heating, ventilation, exterior windows, sewer system, storm drains, landscaping, parking lot, curbs, gutters, common areas, and all related items at no additional cost to TENANT.

B. LANDLORD shall maintain and repair the interior portion of the Premises including but not limited to the following items: outlets, light fixtures, toilets, faucets and end valves, drains, walls, ceilings, floors, and glass. At the termination of the term, TENANT shall deliver up possession of the interior of the Premises in good condition and repair, only ordinary wear and tear excepted.

5. HOLD HARMLESS.

The TENANT agrees that it will at all times hold LANDLORD harmless against all actions, claims, demands, costs, damages, or expenses of any kind on account thereof, including costs of defense, which may be brought or made against the LANDLORD or which the LANDLORD may pay or incur, by reason of the TENANT'S agents', employees' or representatives' negligent, reckless, or intentionally wrongful performance or failure to perform any of its obligations under this Lease.

The LANDLORD agrees that it will, at all times, and hold the TENANT harmless against all actions, claims, demands, costs, damages, or expense of any account thereof, including costs of defense which may be brought or made against the TENANT or which the TENANT may pay or incur, by reason of the LANDLORDS agents', employees' or representatives' negligent, reckless, or intentionally wrongful performance or failure to perform any of its obligations under this Lease.

6. UTILITIES, TAXES AND INSURANCE.

The LANDLORD shall be responsible for paying any and all utilities and taxes. He shall also carry insurance against the risks of fire, other property damage and casualty, as well as commercial and general liability. Copies of the insurance carried by LANDLORD are attached hereto as Attachment B. The LANDLORD agrees to maintain those policies, or their equivalent, in full force and effect during the life of this lease agreement.

7. ASSIGNMENT AND SUBLETTING.

TENANT shall not voluntarily or by operation of law assign any part of TENANT'S interest in the Lease for County Medical Examiner purposes or in the Premises without LANDLORD'S prior written consent, which shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of this Lease.

8. TENANT'S DEFAULT AND REMEDIES.

A. The occurrence of any one or more of the following events shall constitute a default and breach of the Lease by TENANT.

- i) The failure by TENANT to make any payment of rent or any other payment required to be made by TENANT hereunder, as and when due.
- ii) The failure by TENANT to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by TENANT, other than described in subparagraph (i) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from LANDLORD to TENANT; provided, however, that if the nature of TENANT'S default is such that more than thirty (30) days are reasonably required for its cure, then TENANT shall not be deemed to be in default if TENANT commences such cure within said thirty day (30) period and thereafter diligently prosecutes such cure to completion.

B. In the event of any such default or breach by TENANT, LANDLORD may at anytime thereafter, with or without notice or demand and without limiting LANDLORD in the exercise of any other right or remedy which LANDLORD may have by reason of such default or breach, terminate this Lease and all rights of TENANT hereunder by giving TENANT written notice of such termination. If LANDLORD so terminates this Lease, then LANDLORD may recover from TENANT the sum of:

- i) The monetary value at the time of payment of any unpaid rent which had been earned at the time of termination;
- ii) The monetary value at the time of payment of the amount by which the unpaid rent which would have been earned after termination exceeds the amount of such rental loss that the TENANT proves could have been reasonably avoided;
- iii) Any other amount necessary to compensate LANDLORD for all the detriment proximately caused by TENANT'S failure to perform TENANT'S obligations hereunder or which, in the ordinary course of things, would be likely to result therefrom, including leasing commissions and TENANT improvement expenses incurred in reletting the Premises;
- iv) As used in subparagraphs (b)(i) and (b)(ii) above, the "monetary value at the time of payment" is computed by allowing interest at the rate of eight percent (8%) per annum. The value of the amount that could have been reasonably avoided shall include interest calculated at the same rate.

C. If TENANT vacates, abandons, or surrenders the Premises without LANDLORD'S consent, or if LANDLORD re-enters the Premises as provided below or takes possession of the Premises pursuant to legal proceedings, then, if LANDLORD does not elect to terminate this Lease, LANDLORD may, from time to time either recover all rent and other amounts payable hereunder as they become due or relet the Premises or any part thereof on behalf of TENANT for such term, on such terms as LANDLORD deems reasonable. In any event, LANDLORD has a duty to take such actions as are reasonable to avoid damages, and any such damages as could have been reasonably avoided shall be deducted from any amounts owed to the LANDLORD by TENANT.

D. Upon an Event of Default and giving notice of termination to TENANT, LANDLORD shall also have the right to re-enter the Premises and remove all persons and property therefrom. LANDLORD may cause property so removed from the Premises to be stored in a public warehouse or elsewhere at the expense and for the account of TENANT.

E. None of the following remedial actions, singly or in combination, shall be construed as an election by LANDLORD to terminate this Lease unless LANDLORD has in fact given TENANT written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease: any act by LANDLORD to maintain or preserve the Premises; any efforts by LANDLORD to relet the Premises; or the appointment of a receiver, upon the initiative of LANDLORD, to protect LANDLORD'S interest under this Lease.

9. DEFAULT BY LANDLORD.

In the event LANDLORD defaults under any term(s) or condition(s) of this Lease to perform its obligations within a reasonable time frame, but in no event longer than thirty (30) days following receipt of written notice from TENANT of such default, then in such event TENANT is hereby given the right to rectify such default on behalf of the LANDLORD and deduct the actual cost of such work required from the subsequent monthly rental payment until TENANT is fully reimbursed.

In the event TENANT, in its sole discretion, elects not to complete said improvements, or to otherwise rectify the situation caused by LANDLORD'S default, TENANT may following thirty (30) days prior written notice of its intention to do so, terminate this Lease, and all rights and liabilities of the parties herein will thereby cease.

10. CONDEMNATION.

A. For purposes of this Paragraph:

i) "Condemnation" means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemner and (b) a voluntary sale or transfer by LANDLORD to any condemner, either under threat of condemnation or while legal proceedings for condemnation are pending.

ii) "Date of taking" means the date the condemner has the right to possession of the property being condemned.

iii) "Award" means all compensation, sums or anything of value awarded, paid, or received on a total or partial condemnation.

iv) "Condemner" means any public or quasi-public authority, or private corporation, or individual, having the power of condemnation.

B. If during the term the building is totally taken by condemnation, this Lease shall terminate on the date of taking.

C. If during the term any portion of the building or the attached parking facility, if any, is taken by condemnation this Lease shall remain in effect, except that TENANT may elect to terminate the Lease if such taking renders the Premises reasonably unsuitable for the TENANT'S continued use and occupation and if said condemnation cannot be remedied by LANDLORD within ninety (90) days of the taking. If TENANT elects to terminate the Lease pursuant to this provision, TENANT must do so by written notice given to the LANDLORD no later than sixty (60) days after the taking. If TENANT does not terminate the Lease within such period, the Lease shall continue in full force and effect, subject to abatement of rent as provided below.

D. If any portion of the building or the attached parking facilities, if any, is taken by condemnation and this Lease is not terminated, on the date of taking there shall be a prorate reduction in the rental rate as to that portion taken.

E. The award shall belong to and be paid over to the LANDLORD. TENANT waives any interest therein based upon the value of its leasehold interest hereunder, excepting any claim TENANT may have against the condemner only for TENANT'S moving expenses.

F. Nothing in this agreement shall give the TENANT, as a governmental body, any special right to condemn and/or request rights of condemnation beyond those normally given through normal action of law.

11. NOTICES.

Any notice to be given by either party shall be in writing and shall be either personally delivered or mailed by certified mail, postage prepaid, to the LANDLORD at the office where rent is payable as provided above and to the TENANT at the Premises.

12. SUBORDINATION.

A. This Lease, at LANDLORD'S option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Notwithstanding such subordination, TENANT'S right to quiet possession of the Premises shall not be disturbed if TENANT is not in default and so long as TENANT shall pay the rent and observe and perform all of the provisions of this Lease, unless this is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to TENANT, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior to or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

B. TENANT agrees to execute any documents required to effectuate such subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be, within thirty (30) days after written demand for LANDLORD.

13. FORCE MAJEURE.

Time periods for LANDLORD'S or TENANT'S performance under any provisions of this Lease shall be extended for periods of time during which the non-performing party's performance is prevented due to circumstances beyond the party's control, including without limitation, strikes, embargoes, governmental regulations, acts of nature or war, and related strife.

14. GENERAL PROVISIONS.

A. This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any dispute will be Superior Court of Whatcom County, Washington.

B. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

C. This Lease contains all agreements of the parties with respect to any matter mentioned herein. This Lease may be modified in writing only, signed by the parties.

D. No waiver by LANDLORD of any provision hereof shall be deemed a waiver of any other provision, nor shall any subsequent breach by TENANT of the same or any other provision authorize or approve any subsequent

breach by TENANT. The acceptance of rent hereunder by LANDLORD shall not be a waiver of any preceding breach by TENANT of any provision hereof, other than the failure of TENANT to pay the particular rent so accepted, regardless of LANDLORD'S knowledge of such preceding breach at the time of acceptance of such rent.

E. If TENANT remains in possession of the Premises or any part thereof, after the expiration of the term hereof with the consent of LANDLORD, such occupancy shall be a tenancy from month to month at a rental in the amount of the last month's rental during the term plus all other charges payable hereunder, upon all the terms hereof.

F. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

G. Each provision of this Lease performable by TENANT shall be deemed both a covenant and a condition.

H. Subject to the provision of this Lease restricting assignment or subletting by TENANT, this Lease shall bind both the LANDLORD and TENANT, their personal representatives, heirs, successors and assigns.

I. LANDLORD and LANDLORD'S agents shall not enter the examination room during examinations when the Medical Examiner and Autopsy Technicians are working to protect the integrity of the decedent or case.

J. The voluntary or other surrender of this Lease by TENANT, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of LANDLORD, operate as an assignment to LANDLORD of any or all of such subtenancies.

K. The term "LANDLORD" as used herein means the owner of the building. In the event of a sale of such building LANDLORD shall automatically be relieved of all obligations of LANDLORD hereunder, except for acts or omissions of LANDLORD theretofore occurring. In the event of a sale of such building, the Purchaser of said building shall assume all of the LANDLORD's obligations under this lease agreement.

L. Possession under terms of this lease shall be conditional on approval by necessary licensing authorities as to use of Premises as stated and if denied shall release both TENANT and LANDLORD from this Lease.

15. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, except a claim for injunctive relief, shall be settled by arbitration through Whatcom County Superior Court's procedures. The procedure for selection of the single arbitrator and the rules under which the arbitrator shall conduct the arbitration and make the award shall be determined in accordance with the Washington State Superior Court Mandatory Arbitration Rules and Whatcom County Superior Court Local Mandatory Arbitration Rules as they now exist or may hereafter be amended. Judgment upon the award may be entered in such court and thereafter in any court having competent jurisdiction in the matter. The arbitrator shall have full power under law and equity to conform final resolution of any dispute without regard to any monetary limits that may then otherwise be in force under the rules of arbitration then in existence in Whatcom County, Washington.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed this ____ day of _____ 2023.

LANDLORD

By: John Moles for
Lengoset, LLC

WHATCOM COUNTY

APPROVED AS TO FORM:

Christopher Quinn, Civil Deputy Prosecuting Attorney

Satpal Singh Sidhu, Whatcom County Executive