

**EVERETT SCHOOL DISTRICT NO.
2 RESOLUTION NO. 1311**

Property Surplus

A **RESOLUTION** of the Board of Directors of Everett School District No. 2 declaring certain real property as surplus real property for purposes of leasing of the same to Community Health Center of Snohomish County.

WHEREAS, the Board is authorized under RCW 28A.335.040 to rent, lease, or permit the occasional use of surplus District real property; and

WHEREAS, the District previously adopted Policy No. 6112 regarding the rental, lease, or occasional use of surplus real property; and

WHEREAS, the District owns that certain real property more particularly described on Exhibit A attached hereto and made a part hereof by the reference (the "Surplus Property"); and

WHEREAS, the Board has determined that the Surplus Property is not currently needed for school purposes, but may so be needed in the future; and

WHEREAS, the District published a notice in a newspaper of general circulation in the school district of its intent to lease the Property on June 27, 2024, in anticipation of a Board Resolution declaring that the Premises to be leased on the Property are not needed for school purposes; and

WHEREAS, the Board has further determined that leasing of the Surplus Property is in the current best interest of the District and does not interfere with the District's current educational program and related activities; and

WHEREAS, representative of the District and Community Health Center of Snohomish County have negotiated a form of lease, attached hereto is Exhibit B, for consideration by the board setting forth proposed terms and conditions under which the District would lease the premises to Community Health Center of Snohomish County.

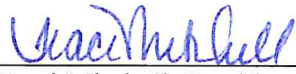
THEREFORE, BE IT RESOLVED that

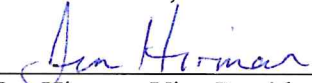
(a) the Board declare, and hereby declares, the Surplus Property to be surplus to the District's current needs, as it is currently not needed by the District for school purposes, such declaration being made for the sole purpose of renting, leasing or permitting the occasional use of the Surplus Property, in whole or in part, pursuant to the above-noted statutory authorization and District Policy;

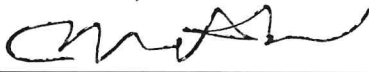
(b) the Board authorize, and hereby authorizes, the Superintendent of the District (or his designee) to: (i) rent, lease, or permit the occasional use of the Surplus Property, and (ii) execute, acknowledge and deliver all necessary documents, and do any and all other things necessary and advisable to be done to accomplish the foregoing rental, lease or occasional use of the Surplus Property, all in accordance with Policy No. 6112 and applicable law.

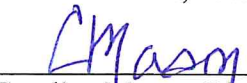
ADOPTED this 21 day of August, 2024, and authenticated by the signatures affixed below.

EVERETT SCHOOL DISTRICT NO. 2
Board of Directors


Traci Mitchell, President


Jen Hirman, Vice President


Charles Adkins, Parliamentarian


Caroline Mason, Director


Roman Rewolinski, Director

ATTESTED BY:


Dr. Ian B. Saltzman
Secretary, Board of Directors

EXHIBIT A

“Surplus Property”

Legal Description – Cascade High School Gym

801 E CASINO RD, EVERETT, WA 98203-6534:

SEC 07 TWP 28 RGE 05BAAP 850FT S OF NE COR SW1/4 TH S01*42 24W
TO N LN MUK RD TH S57*51 24W 252.11FT TH N88*14 40W 186.85FT TH
S32*11 40E 104.35FT TO N LN SD MUK RD THSWLY ALG SD RD 170FT TH
NWLY PERP TO SDRD 200FT TH SWLY PLT SD RD 150FT TH SELYPERP
TO SD RD 200FT TH SWLY ALG SD RD 425FT TH N32*11 40W 250FT TH
S57*48 20W 190.32FT TH S01*21 48W TAP 415.05FT NOF S LN SEC 7 TH
N88*14 40W 464.13FT TH N01*21 48E 459.93FT TH S88*14 40E TAP
164.78FT E OF E LN ST HWY TH N33*35 15E 246.63FT TH ANG L 90* 140FT
TO E LN ST HWY TH NELY ALG E LN SD HWY 100FT TH ANG R 90* 140FT
TH L 90* 124.18FT TH S88*14 40E TAP 300FT E OF & PLT E LN HWY 99 TH
N33*35 15E 850FT M/L TH S56*2445E TAP 576.49FT W OF E LN SW1/4
THS88*16 36E 576.49FT TO POB LESS S/HY & ALSO LESS PTN DEEDED
TO CITY OF EV FOR RD & UTILITIES PER VOL 1668/1657 AF NO
8005020264 TGW FDT-BAAP OPPOSITE HES 202+50 & 170FT NLY THRFR
TH ALG A LN THPROD WH WILL PASS THRU PT OPPOSITE HES 206 &
120FT NLY THRFR TO E LN HRNAFTER DESC AS PARC "A" & TPB TH
N73*52 00W ALG NELY R/W LN SR 526 FOR 226FT THN33*13 00E 120FT
TH S56*47 00E 48FT TH N74*07 00E 119FT TO INT E LN SD PARC "A" TH S
ALG SD E LN TO TPB SD PAR "A" DAF BEG SW COR SEC TH S88*14 40E
ALG S LN SD SEC 515.5FT TH N01*21 48E 328.84FT TO TPB TH CONT
N01*21 48E 546.14FT TH E 257.75FT TH S 488.78FT TH W 122.3FT TH
S57.36FT TH W 135.65FT TO TPB

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

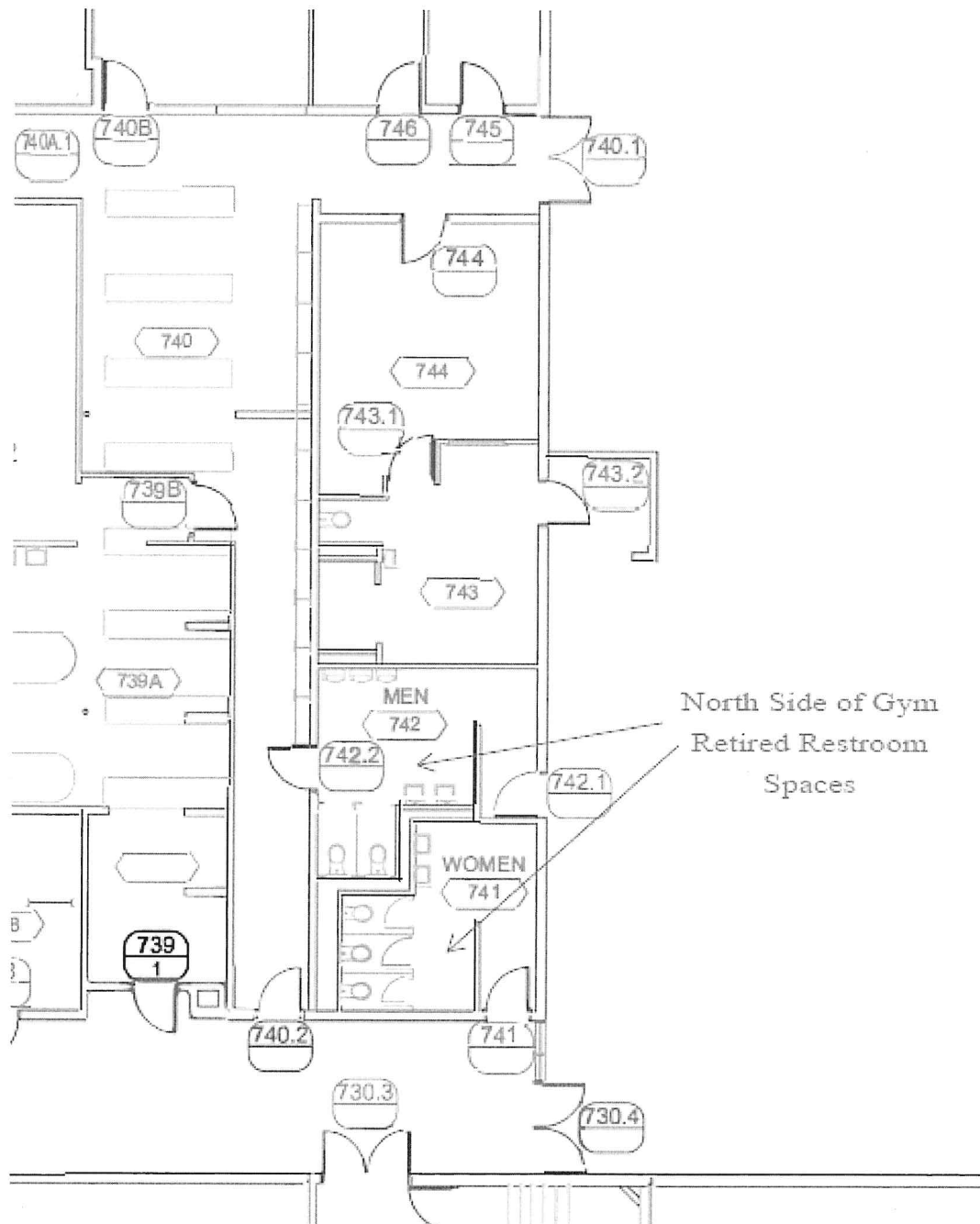


Exhibit B

LEASE AGREEMENT

Lease No. _____

District School: Cascade High School

THIS LEASE AGREEMENT (this "Lease") is entered into between EVERETT SCHOOL DISTRICT NO. 2, a municipal corporation ("Landlord") and Tenant, COMMUNITY HEALTH CENTER OF SNOHOMISH COUNTY, a Washington non-profit corporation ("Tenant" and together with Landlord, each a "party" and collectively, the "parties") and is dated as of the latest date of execution hereof. This Lease is being entered into in connection with that certain Operating Agreement for School-Based Health Centers dated _____, 2024 (the "Operating Agreement"), between Landlord and Tenant. Any capitalized terms used in this Lease, but otherwise undefined herein will have the meanings given them in the Operating Agreement.

FOR AND IN CONSIDERATION of the rents herein reserved and in further consideration of the mutual terms and conditions hereof, the parties hereby agree as follows:

1. Basic Lease Information.

- 1.1 **Tenant:** Community Health Center of Snohomish County
- 1.2 **Tenant Notice Address:** 8609 Evergreen Way Everett, WA 98208
- 1.3 **Landlord:** Everett School District No. 2
- 1.4 **Landlord Notice Address:** 3900 Broadway Everett, WA 98201
- 1.5 **Premises:** Cascade High School
Gym Boys and Girls Vestibules (and any additional, assigned grounds)
801 East Casino Road, Everett, WA 98203
- 1.6 **Term and Renewal:** The initial term of this Lease will commence on _____, 2024 (the "Commencement Date") and terminate on the date which is the 10-year anniversary of the Commencement Date (the "Initial Term") unless earlier terminated in accordance with the terms and conditions of this Lease. Contingent upon the continued effectiveness of the Operating Agreement, as it may have been amended, Tenant will have five consecutive options to renew the term of this Lease for a period of two years (each, a "Renewal Term" and together with the Initial Term, the "Term"). Tenant may exercise its option for a Renewal Term by sending written notice to Landlord on or before the date which is 90 days prior to the termination date of the then-current Initial Term or Renewal Term, as applicable ("Notice to Renew").
- 1.7 **Premises Access:** During the school year, Monday through Friday 7:00 a.m. to 6:00 p.m., and during non-student days when the building is open and staffed at the Landlord's sole discretion. Student appointments will not extend beyond 4:00 p.m. Tenant will not install any new lock or bolt on any door located within, or connected to, the Premises without Landlord's prior written consent.

Tenant may send a written request to the principal of Cascade High School (the "Principal") to seek access to the Premises during legal holidays, and when Cascade High School (the "School") is otherwise not open or staffed per the annually-published school district calendar. Such requests will be assessed on a case-by-case basis, and Tenant must receive approval

before it may access the Premises during such periods. In cases of emergency school closures due to inclement weather, natural disaster, fire, or other casualty, Tenant will not have access to the Premises.

Landlord shall have the right to inspect the Premises at all reasonable times and enter the same for the purposes of cleaning, repairing, or improving the Premises or surrounding building(s) as mutually agreed with Tenant.

- 1.8 **Permitted Use:** The Premises will only be used by Tenant for the purpose of operating a School-Based Health Center per the Operating Agreement, a copy of which is attached as Exhibit A and is hereby incorporated as part of this Lease.
- 1.9 **Rent:** In consideration of the program alignment services to be provided by Tenant to Landlord, Landlord agrees to provide the Premises to Tenant at an annual rate of \$1/year.
- 1.10 **Security Deposit:** None.
- 1.11 **Business Purpose:** Tenant's operation of a School-Based Health Center at the School.
- 1.12 **Termination:** This Lease will terminate at the earlier of: (i) the end of the last day of the Term; (ii) on the 90th day following written notice of termination from either Landlord to Tenant or Tenant to Landlord; (iii) at least 30 days following written notice of termination from either Landlord or Tenant to Landlord by reason of the withdrawal, reduction, or other limitation of its funding which would impact the leasing of the Premises or the provision of the Services, in accordance with the terms of the Operating Agreement; or (iv) by Landlord upon written notice to Tenant, effective upon delivery, if Landlord determines that such termination is necessary to avoid disruption to Landlord or for the health and safety of the School's students, officials, agents, employees, or volunteers.

2. Custodial and Utilities Services.

- 2.1 During the term of this Lease, Landlord will provide to the Premises the following utilities and services:
 - (a) electricity, water, gas, and sewer services;
 - (b) telephone connection and internet connection service at the premises (physical telephone station equipment or computer hardware are the responsibility of the Tenant);
 - (c) heat to such extent and to such levels as, in Landlord's judgment, is reasonably required for the comfortable use and occupancy of the Premises while premises are also occupied by Landlord's educational programs;
 - (d) at Tenant's request, and subject to the availability of space at the School, Landlord will house at the School on behalf of Tenant certain of Tenant's network equipment used in Tenant's operation of the School-Based Health Center. Tenant shall not have access to the Landlord's network equipment room ("Network Room"), and will house Tenant's network equipment within the Premises, unless the Landlord concludes that

the only way to get internet to the Premises, and allow Tenant to use its network equipment, is to house it elsewhere within the School. For the avoidance of doubt, the Landlord will ensure that Tenant has scheduled and supervised access to the internet infrastructure at the School in such a way that it can use its network equipment.

- (e) the Landlord will provide and maintain general custodial services, including the removal of non-hazardous trash, in accordance with the School's normal cadence of such maintenance.

2.2 Tenant will, at its own cost, clean the Premises before and after its use by Tenant's clients in accordance with applicable federal, state, and municipal rules and regulations of healthcare facilities, including without limitation the sterilization of furniture and equipment installed and used by Tenant, and for the disposal of hazardous or biological waste generated on or about the Premises during the Term.

2.3 Tenant will arrange for and pay the cost and expense of all telehealth and computer stations, equipment, and additionally required use charges.

3. Alterations and Improvements.

3.1 Tenant acknowledges and agrees that Landlord shall have no obligation whatsoever to make any alterations, additions, renovations, or improvements to the Premises or to determine if any alterations are necessary in order for Tenant to conduct its business as set forth in Section 1.8 above. In the event that any federal, state, or city department or agency determines that certain alterations, additions, renovations, or improvements are required to permit Tenant to use the Premises for the purpose(s) set forth in Section 1.8 above, Landlord shall have no obligation to make such changes. If Tenant is unable, in its sole judgment, to make such changes, then this Lease shall be terminated and both parties relieved of all right and obligations hereunder.

3.2 Tenant will not make any alterations, additions, renovations, or improvements in or to the Premises without first obtaining the written consent of Landlord. Tenant will comply with all applicable local, state, and federal regulations including but not limited to, compliance with building codes, public work requirements, Everett Public Schools Design and Construction standards, and obtaining appropriate permits and inspections when making any alterations, additions, renovations, or improvements to the Premises. All alterations, additions, renovations, and improvements which are made will be at the sole cost and expense of Tenant and will become a part of the real property and belong to Landlord and will remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, or be removed from the Premise by Tenant at discretion of Landlord; *provided, however*, that any fixtures, personal property, or other equipment installed by Tenant for its operation of the School-Based Health Center may be removed and taken by Tenant upon termination of this Lease.

3.3 Landlord reserves the right to make any alterations, additions, or improvements to the Premises which, in Landlord's sole discretion, are necessary or appropriate for the Premises, provided that Landlord will avoid to the extent reasonably possible interfering with Tenant's use of the Premises.

- 3.4 Landlord reserves the right to review and approve Tenant's plans, specifications, and contractors to assure that work is completed in alignment with all of Landlord's building requirements. Within 60 days after its receipt from its contractor(s) "as-built documentation" Tenant will provide Landlord with a set of reproducible and digital copies of record drawings and other data showing the construction project.
- 3.5 Within a reasonable timeframe following the termination of this Lease, in a manner and a time mutually determined by Tenant and Landlord, Tenant will, at its sole cost: (A) remove all physical equipment; (B) remove fixtures that either it may remove or Landlord has allowed it to remove under Section 3.1 above; and (C) clean the Premises.

4. Use of Common Areas and Other Space in the School.

4.1 In addition to the Premises, Other Spaces (defined below) in the School's building(s) may be used occasionally by Tenant rent free at the sole discretion of the Principal or the Principal's designee. Other Spaces Landlord provides to Tenant and Tenant uses is used "AS IS" and use of Other Spaces by Tenant constitutes acceptance of their "AS IS" condition. "Other Spaces" means spaces that are used occasionally by Tenant, but are not included in the Premises and are not common areas in the School's building ("Common Areas"). At Landlord's sole discretion, parking may be provided to assigned SBHC staff.

4.2 Tenant agrees that any damage caused by Tenant or an agent, employee, contractor, servant, invitee, licensee, or concessionaire of Tenant to any personal or real property in the Common Areas or Other Spaces will be promptly repaired or replaced by Tenant at the Tenant's sole expense. Except as provided above, Tenant is not responsible for any maintenance or repair to the Common Areas or to Other Spaces.

4.3 Tenant agrees that Section 11 (Accidents and Indemnification) shall also apply to all Claims arising in whole or in part out of any occurrence in, upon, at, or from the Common Areas or Other Spaces when a Claim is advanced or prosecuted by any agent, employee, contractor, servant, invitee, licensee or concessionaire of Tenant.

4.4 Tenant further agrees that all insurance required to be purchased under Section 13 (Insurance) will apply and provide general liability protection to Landlord for all Claims discussed in Section 4.3 above.

5. Maintenance and Repairs.

5.1 Tenant has inspected the premises and accepted the Premises "AS IS" in its present condition. During the Term, Tenant, at the Tenant's sole cost and in accordance with Section 2.2 above, shall keep the Premises in a neat, clean, and sanitary condition and shall make necessary repairs and maintenance other than outlined below.

5.2 Landlord may inspect Premises from time to time (at least once per year) in accordance with Section 1.7 to ensure the Premises is kept in a neat, clean, and sanitary condition and Tenant has made all necessary repairs which are Tenant's responsibility. Any repairs requiring attention which are not covered by Section 2.1 above or Section 5.3, and not otherwise tied to the main building systems of the School, are the responsibility of Tenant.

5.3 It is Landlord's responsibility to do the following in the School, including without limitation in the Common Areas, Other Spaces, and the Premises, all based on Landlords standards and priorities for scheduling repairs:

- (a) Repair a roof leak in a building or portable;
- (b) Repair or replace light fixtures in a building or portable;
- (c) Take down, repair or replace falling ceiling tiles (at Landlord's discretion) in a building or portable caused by a roof leak (Tenant may also take down such tiles after obtaining permission from Landlord);
- (d) Repair interior walls when the damage was caused solely by a roof leak in a building or portable;
- (e) Repair or fix water temperature problems tied to building systems; and
- (f) Maintain and repair the heating and ventilation system in a building or portable including without limitation required filter changes per documented HVAC maintenance service schedule.

5.4 Landlord will make repairs in the Common Areas and in the Other Spaces based on Landlord's standards and priority for scheduling such repairs, in Landlord's sole discretion. Landlord is not responsible for any loss caused to Tenant by Landlord's failure to make these repairs.

5.5 In the event Tenant fails to maintain the Premises in good order, condition, and repair, Landlord shall give Tenant written notice specifying the acts which are reasonably required to so maintain the Premises. In the event Tenant fails to commence such work within 10 days of such notice, then Landlord shall have the right, at its option and in addition to all other remedies, to do such acts and expend such funds to maintain the Premises and to invoice Tenant for its actual costs incurred. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

5.6 Subject to Section 3.5 above, upon vacating the Premises, Tenant hereby agrees to leave the Premises in as good order, condition, and repair as same was entered upon, subject to normal wear and tear. Tenant also agrees to a joint inspection of the Premises by Landlord and Tenant upon vacating the Premises. Tenant shall return all keys, key cards, and other access devices to Landlord upon vacating the Premises. Upon vacating the Premises, Tenant, unless otherwise agreed to by Landlord, agrees to remove all phone and data wiring installed by Tenant during its tenancy.

6. Damage or Destruction. In the event the Premises or the School building in which the Premises is housed are partially or wholly destroyed or damaged by fire, earthquake, or other casualty, it shall be optional with Landlord to repair or rebuild the same, and in the meantime monthly rental and utility costs shall be abated in the same proportion as the untenable portion of the Premises bears to the tenantable portion thereof. Unless Landlord within 60 days after the happening of any such damage or casualty shall notify Tenant of its election to restore said Premises or building, this Lease will thereupon terminate.

7. Special Provisions. The scope of the Services provided on the Premises will be established in accordance with the Operating Agreement. The operation of the School-Based Health Center on the Premises will be in accordance with the terms and conditions of the Operating Agreement.

8. Signage. Tenant agrees that it will not inscribe, post, place, or in any manner display any sign, notice, picture, or poster without first obtaining Landlord's written consent thereto. Any consent so obtained from Landlord will be with the understanding and agreement that Tenant will remove same at the termination of

tenancy herein created and repair any damage or injury to the Premises or the School's building(s) caused thereby, and must comply with applicable governmental requirements.

9. Duty of Cooperation. Tenant will not interfere with the operation of the regular school program's run at the School and will cooperate with the Principal's reasonable guidelines and requests to assure same.

10. Dispute Resolution Process. In the event that Tenant is dissatisfied due to issues pertaining to space use or access, repairs, maintenance, or custodial staffing, Tenant will submit a written request to Landlord for a meeting with Landlord's facilities maintenance leadership team and Tenant and Landlord shall work together in good faith to try and find an amicable resolution to those issues.

11. Accidents and Indemnification.

11.1 Tenant shall indemnify and hold harmless Landlord and its superintendent, board members, officers, agents, employees, trustees, advisors, and consultants (collectively, "Landlord's Agents") from and against, and shall defend with counsel acceptable to Landlord, any and all suits, actions, damages, claims, demands, personal injuries, loss of life, losses, liens, liabilities, penalties, fines, lawsuits, actions, other processing and expenses (collectively, "Claims") arising in whole or in part out of any occurrence in, upon, at or from the Premises, to the extent arising in whole or in part out of any act, omission, or negligence of Tenant, its agents, employees, contractors, servants, invitees, licensees, or concessionaires arising in whole or in part out of any breach of default by Tenant under this Lease or advanced or prosecuted by any agent, employee, contractor, servant, invitee, licensee, or concessionaire of Tenant, provided that Tenant shall not be liable to Landlord if and to the extent such Claims arise out of the gross negligence or willful misconduct of Landlord in failing to repair or maintain those portions of the School's building(s) which Landlord is required to maintain as required under the express terms of this Lease.

11.2 Landlord shall indemnify and hold harmless Tenant and its board members, officers, agents, employees, trustees, advisors, and consultants (collectively, "Tenant's Agents") from and against, and shall defend, any and all Claims arising in whole or in part out of any occurrence in, upon, at or from the Premises, to the extent arising in whole or in part out of any act, omission, or negligence of Landlord, its agents, employees, contractors, servants, invitees, licensees, or concessionaires arising in whole or in part out of any breach of default by Landlord under this Lease or advanced or prosecuted by any agent, employee, contractor, servant, invitee, licensee, or concessionaire of Landlord, provided that Landlord shall not be liable to Tenant if and to the extent such Claims arise out of the gross negligence or willful misconduct of Tenant in failing to repair or maintain those portions of the Premises which Tenant is required to maintain as required under the express terms of this Lease.

11.3 In the event Tenant hires any agents or contractors ("Contractors") to perform work on the Premises, Tenant will include a provision in all contracts between Tenant and Contractor that, to the fullest extent permitted by law, Contractor will defend, indemnify, and save Landlord harmless from and against any and all claims, actions, lawsuits, damages, liability, and expense arising from loss, damage, or injury to persons or property occurring in, on, or about the Premises, arising out of performed at the Premises, or occasioned wholly or in part by any act or omission of Contractor, Contractor's agents, sub-contractors, customers, or employees. Notwithstanding anything to the contrary herein, Contractor will not be required to indemnify Landlord for Landlord's sole negligence or intentional misconduct.

12. Waiver of Immunity. Solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Furthermore, the indemnification obligations under this Lease shall not be limited in

any way by any limitation of the amount or type of damages, compensation or benefits payable to or for any third party under worker compensation acts, disability benefit acts or other employee benefit acts. The parties acknowledge that the foregoing provisions have been specifically and mutually negotiated between the parties.

13. Insurance.

13.1 Tenant, at its own expense, shall provide and keep in force with companies reasonably acceptable to Landlord, the following:

(a) Commercial general liability insurance for the benefit of Landlord and Tenant jointly against liability for bodily injury and property damage for a combined single limit of not less than \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate for this location, including coverage for contractual liability and personal injury, and \$100,000 for Tenant's legal liability;

(b) If Tenant provides or allows its contractors or sublessees to provide professional medical or mental health services, medical professional liability (errors and omissions) coverage shall be required with a minimum limit of \$1,000,000 per wrongful act and \$2,000,000 annual aggregate;

(c) Statutory Workers' Compensation, including Employer's Contingent Liability (Stop Gap) in Tenant's commercial general liability coverage with a limit of at least \$1,000,000 per bodily injury/accident; \$1,000,000 bodily injury/disease-policy aggregate, and \$1,000,000 bodily injury/disease-employee;

(d) Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000, including all owned, non-owned and hired vehicles and covering claims for damages because of bodily injury or death of any person or property damage arising out of ownership, maintenance or use of any motor vehicle; and

(e) Products/Completed Operations Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

13.2 The foregoing insurance shall be placed with an insurance company or companies licensed to do business in the State of Washington and shall have an A.M. Best's rating of A or better. Tenant shall furnish Landlord with a copy or certificate of such policies before the commencement date of this Lease and whenever required shall satisfy Landlord that such policies are in full force and effect. Such policies shall list Landlord as an additional insured and shall be primary and non-contributing with any insurance carried by Landlord. Such policies shall not be cancelable or materially altered without 30 days' prior written notice to Landlord. In addition, the policies shall provide for 10 days' written notice to Landlord in the event of cancellation for non-payment of premium. In the event that Tenant fails to deliver the policies or certificates to Landlord as required above, Landlord may, after 15 days' notice to Tenant, take out such coverage and policies as Landlord may deem necessary or prudent in its sole discretion and for its sole benefit, and charge their costs to Tenant as additional rent, to be paid by Tenant on the fifth day of the month following the date on which Landlord takes out such coverage and policies and sends notice to Tenant demanding such payment.

14. Compliance with Laws. Tenant will comply fully at its sole expense with all federal and state statutes and municipal ordinances now or hereafter in force in respect to the Premises and Tenant's activities therein. Tenant warrants and represents to Landlord that Tenant will use the Premises only for lawful purposes.

15. Successors. All the covenants, agreements, terms and conditions contained in this Lease will apply to and be binding upon Landlord and Tenant and their respective successors and assigns. Any assignment or subletting of

the Premises or any interest in this Lease will not relieve Tenant of primary responsibility for the performance of the terms and payment of the sums to be performed or paid by Tenant hereunder.

16. Assignment and Subletting.

16.1 Tenant will not transfer, dispose, assign, mortgage, or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Tenant, or sublet the Premises, or any part thereof (each of the foregoing shall be a "Transfer") without the prior written consent of Landlord in each instance, which may be withheld in Landlord's sole discretion.

16.2 Any Transfer without Landlord's consent shall, at Landlord's sole discretion, be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Lease or exercise of Landlord's other remedies hereunder. Consent to any Transfer shall not operate as a waiver of the necessity for consent to any subsequent Transfer, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

17. Notices. All notices, statements, demands, requests, consents, approvals, authorization, offers, agreements, appointments, or designations under this Lease by either party to the other will be in writing and will be sufficiently given and served upon the other party if personally delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Landlord: Everett School District No. 2
3900 Broadway
Everett, Washington 98201
Attn: Dr. Ian Saltzman, Superintendent

Tenant: Community Health Center of Snohomish County
8609 Evergreen Way
Everett, Washington 98208
Attn: Tyler Ciena, Facilities Manager

18. Entire Agreement; Waivers. This Lease forms the entire agreement between Landlord and Tenant and no provision hereof will be altered, waived, amended, or extended, except in a writing signed by both parties. Tenant affirms that, except as expressly set forth herein, neither Landlord nor any of its agents has made, nor has Tenant relied upon, any representation, warranty, or promise with respect to the Premises or any part thereof. Landlord will not be considered to have waived any of the rights, covenants, or conditions of this Lease unless evidenced by its written waiver and the waiver of one default or right shall not constitute the waiver of any other. The acceptance of Rent shall not be construed to be a waiver of any breach or condition of this Lease.

19. Governing Law. The internal laws of the State of Washington shall govern the validity, performance, and enforcement of this Lease, without regard to its conflict of law rules. Tenant and Landlord consent to personal jurisdiction and venue in the state and judicial district in which the Premises are located. The courts of the state where the Premises are located will have exclusive jurisdiction and Tenant and Landlord hereby agree to such exclusive jurisdiction. Any adjudication will take place in superior court of Snohomish County.

20. Partial Invalidity. If any clause or provision of this Lease is found to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby and there shall be

added as part of this Lease a replacement clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and still be legal, valid, and enforceable.

21. Relationship of the Parties. Landlord and Tenant agree that the relationship between them is that of landlord and tenant and that Landlord is leasing space to Tenant. It is not the intention of the parties, nor shall anything herein be constructed to constitute Landlord as a partner or joint venturer with Tenant.

22. Headings. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be constructed as a part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

23. Waiver of Jury Trial. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

24. Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

25. Time of Essence. Time is of the essence of the performance of each of the parties' obligations under this Lease.

[signature page follows]

Everett School District No. 2
Community Health Center of Snohomish County

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year as of the latest date of execution hereof

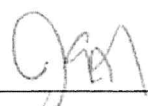
LANDLORD:

EVERETT SCHOOL DISTRICT NO. 2

By: 
Name: DR. Ian B. Saltzman
Its: Superintendent
Date: 8/27/2024

TENANT:

COMMUNITY HEALTH CENTER OF SNOHOMISH
COUNTY,
a Washington nonprofit corporation

By: 
Name: Joe Vessey
Its: CEO
Date: 8/15/24

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

Dated this _____ day of _____, 2024.



(Signature of Notary)

(Please Print Name of Notary Legibly)

Notary Public in and for the State of Washington
My commission expires _____

