

WHATCOM TRANSPORTATION AUTHORITY PROPERTY USE AGREEMENT

This agreement is made by and between the WHATCOM TRANSPORTATION AUTHORITY (WTA) and HABITAT NORTHWEST APARTMENTS, INC. (Owner) for purposes of erecting a bus shelter and supporting amenities for use by patrons of the WTA public transportation system, do hereby agree as follows:

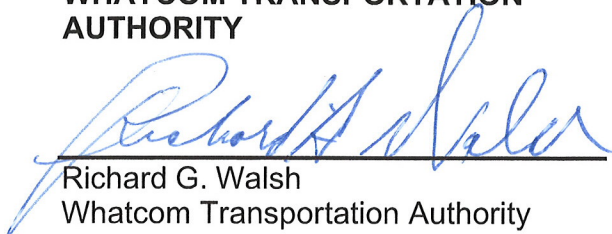
1. **Premises.** The Owner grants WTA the right to use a portion of the Owner's premises located at 3528 Northwest Avenue, Bellingham, Washington, for the placement of a bus shelter. WTA agrees that no parking spaces within the Owner's premises shall be used by WTA customers for any purposes. WTA agrees to provide and install signage for the premises that will notify WTA customers when and where they may or may not park. Type and location of signs shall be approved by the Owner.
2. **Terms.** The Term of the Agreement shall be from July 1, 2005, to June 30, 2010. At any time either party may terminate this Agreement by giving sixty (60) days written notice to the other party of its intent to terminate.
3. **Consideration.** In consideration for use of the Premises, WTA shall pay the Owner the sum of \$0 per month for use of the Owner's premises.
4. **Access.** WTA may authorize the use of driveways, walkways, and improved surfaces designated by the Owner surrounding the premises for vehicular and pedestrian access to the Premises, but such use shall not include buses and trucks with a gross weight exceeding 10,000 pounds.
5. **Maintenance.** WTA shall only be responsible for maintenance of pavement markings, signs and other improvements which it installs. WTA shall, at its sole cost and expense, maintain the area set aside for the bus shelter and amenities in a safe and clean condition. WTA shall repair any damages to the area being used for the bus shelter (other than normal wear and tear).
6. **Towing of Vehicles.** WTA may order vehicles to be towed away at the vehicles owner's expense and risk after 5:00 AM and before 11:00 PM weekdays, except for holidays. The Owner may order vehicles to be towed away at vehicles owner's expense and risk after 7:00 PM and before 7:00 AM. Notices will be placed on improperly parked vehicles prior to towing, unless the circumstances require immediate towing.
7. **Liability.** WTA agrees to provide general liability insurance (bodily injury, property damage) on the Premises covering both WTA and the Owner in an amount of at least two hundred fifty thousand Dollars (\$250,000) for injuries to any one person or occurrence. WTA shall protect and hold harmless the Owner from and against any damage, loss or liability from injuries to persons or property arising from the installation and/or use of the bus shelter purposes herein

specified, including reasonable attorney's fees and costs. The Owner assumes the risk of liability for and shall indemnify, defend, protect and save harmless the WTA, its officers, agents and employees from and against any and all claims, suits, judgments, liabilities, losses, court costs and expenses including damages for death of any person or persons whatsoever and to any property whatsoever arising out of any damage caused by fault or negligence of the Owner.


8. **Governmental Charges.** WTA shall not be responsible for any taxes, assessments, or governmental charges of any kind which may be levied against the Premises except those required for the installation of a bus shelter.
9. **Termination.** WTA will discontinue its use of the Premises on termination of this Agreement, will remove all signs and structures placed on the premises by WTA, and will repair any damage to the premises caused by their removal, and will restore the Premises to as good a condition as existed prior to the execution of this Agreement.
10. **Accommodation.** The parties agree to make reasonable accommodations with and to work together to resolve problems that may arise from time to time. Upon seven (7) days advance notice to WTA and to users, or an amount of time acceptable to the WTA in lieu of the seven days, the Owner may secure the use of the Premises on a limited number of dates to allow for construction on surrounding property or special events.
11. **Entire Agreement.** This document contains the entire agreement between the parties and supersedes all other statements or understanding between the parties.

THIS AGREEMENT is dated this 30th day of June, 2005.

**WHATCOM TRANSPORTATION
AUTHORITY**


Richard G. Walsh
Whatcom Transportation Authority

**HABITAT NORTHWEST
APARTMENTS, INC.**

By 
RONALD GUIEZ
PRESIDENT