

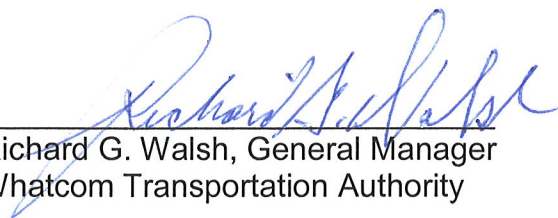
WHATCOM TRANSPORTATION AUTHORITY PARK AND RIDE LOT AGREEMENT

This agreement is made by and between the Whatcom Transportation Authority (WTA) and Far North Ventures LLC (Owner) for purposes of establishing a Park and Ride parking lot for use by persons who participate in the WTA public transportation system, do hereby agree as follows:

1. **Premises.** The Owner grants WTA the right to use the portion of the Owner's premises shown on the map attached as Exhibit "A" (the Premises) for a Park and Ride parking lot. The Owner agrees to allow WTA the use of the premises for a Park and Ride lot for WTA customers between the hours of 6:00 AM to 7:00 PM. Monday through Saturday for the term of this agreement. WTA agrees that no other parking spaces within the above shown parking lot 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. **Bus Stop.** WTA will install a WTA supplied bus stop in a mutually agreed upon location on the Owner's property. This bus stop will be the property of the WTA and WTA will have the responsibility for maintenance, upkeep and have the authority to enforce appropriate behavior at it's location as specified in State Law RCW 9.91.025.
3. **Terms.** The Term of the Agreement shall be from August 1, 2005, and shall automatically renew on the 1st day of August of each year thereafter. This Agreement may be terminated at any time during the term of this Agreement by either party. This Agreement shall terminate thirty (30) days after written notice of termination is given by one party to the other.
4. **Parking Stalls.** The WTA shall have the use of ten (10) parking stalls.
5. **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. Clear vehicle access is essential to the safe operation of the WTA bus routes. WTA and Far North Ventures LLC will to the best of their ability, take steps to ensure that WTA has a clear path of travel and the ability to load and off-load passengers safely.
6. **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 as a Park and Ride lot in a safe and clean condition. WTA shall repair any damages to the area being used (other than normal wear and tear) due to operation of the Park and Ride lot.
7. **Towing of Vehicles.** WTA may order vehicles to be towed away at the vehicles owner's expense and risk after 6:00 AM and before 7:00 PM, except for Sundays and holidays. The Owner may order vehicles to be towed away at vehicles owner's expense and risk before 6:00 AM and after 7:00 PM. Notices will be placed on improperly parked vehicles prior to towing, unless the circumstances require immediate towing.

- 8. 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 one million dollars (\$1,000,000.00) 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 premises for Park and Ride 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.
- 9. 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 to install improvements and facilitate Park and Ride usage on the Premises.
- 10. 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.
- 11. 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. The Owner agrees to provide special consideration for vehicles displaying a handicapped decal.
- 12. Notices Provision.** All notices or demands shall be given by each party to the other under this Agreement and all sums to be paid by each party shall be deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested and addressed as follows:
- | | |
|---|--|
| Whatcom Transportation Authority
4111 Bakerview Spur
Bellingham, WA 98226
Attn: Rebecca Spinks | Far North Ventures LLC
3400 Birch Bay Lynden Road
Custer, WA 98240 |
| With a copy to: | With a copy to: |
| Neil Koshlay – Manager of Procurement &
Materials for the WTA | Belcher Swanson Law firm
Chester T. Lackey
900 Dupont Street
Bellingham, WA 98225 |
- 13. 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 27th day of January, 2006.



Richard G. Walsh, General Manager
Whatcom Transportation Authority



Adam Ware
Far North Ventures LLC

Exhibit A

