

0809-0500

PRIVATE PROPERTY BUS SHELTER AGREEMENT

Received
NOV 25 2008
18th
Instructional Planning

THIS USE AGREEMENT, made and entered into in triplicate, this November, 2008, by and between PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION, a municipal corporation hereinafter called "Pierce Transit" and BETHEL SCHOOL DISTRICT NO. 403, a municipal corporation hereinafter called "Property Owner",

WITNESSETH:

The Property Owner, for and in consideration of the obligations of Pierce Transit herein contained, hereby allows Pierce Transit to occupy and use, per the attached site plan, approximately 150 square feet of land within a portion of a tract of land located at 22215 38th Avenue East, Spanaway, WA for the purpose of installing, maintaining, repairing, replacing and using a passenger shelter (the "Shelter"). The land covered by this permit is hereinafter called "the Premises."

The term of this Agreement shall be for a period of not less than twenty-four (24) months and thereafter shall continue until terminated by either party by providing written notice to the other party (the "Termination Notice"). Pierce Transit shall remove said shelter within sixty (60) days of receiving from or providing to Property Owner such Termination Notice and will restore the Premises to as good a condition or better than existed before the installation of the Shelter, all at the sole expense of Pierce Transit.

By accepting this Agreement, Pierce Transit agrees to install a Shelter in a manner that will not impair the use and occupancy of the remainder of Property Owner's property and shall maintain the Shelter and adjacent area required for the use of the bus passengers in a reasonably neat, clean, and safe condition. During the term of this Agreement, Pierce Transit shall have peaceful and quiet use of the Premises. All improvements installed by Pierce Transit on the Premises shall remain the personal property of the Pierce Transit and shall not become or be considered to be fixtures attaching to the real property.

Pierce Transit will procure and maintain, for the duration of the Agreement, insurance and/or self-insurance in an amount not less than Two Million Dollars (\$2,000,000) in the aggregate against claims for injuries to persons or damage to property that may arise from or in connection with the use of the Premises. Further, Pierce Transit, to the extent permitted by law agrees to hold harmless and indemnify the Property Owner against any and all claims, suits, damages, costs, or reasonable legal expense for bodily injury or property damage that arises out of the use of the Shelter from activity or operations performed by Pierce Transit on or related to the Premises, except only such injury or damage as shall have been caused by the sole negligence of the property owner.

All utilities serving the Shelter, including but not limited to electricity and garbage collection, shall be installed and paid for by the Pierce Transit. If this Agreement shall be terminated, Pierce Transit shall be responsible and shall pay for the removal of all such utilities.

Contacts for each party to this agreement shall be as follows:

Pierce Transit: Monica Adams, Capital Development and Construction Projects

P.O. Box 99070, Lakewood, WA 98496-0070

(phone #) (email address) 253 581 8130 madams@pierce-transit.org

Property Owner:

Name: Bethel School District No. 403

Mailing Address: 516 176th Street East, Spanaway, WA 98387

Phone # 253-683-6041 (James Hansen, Director of Construction and Planning)

DATED THIS 24th day of November, 2008.

PIERCE TRANSIT:

PROPERTY OWNER:

Bethel School District No. 403

Lynne Griffith
Lynne Griffith
CEO

Thomas G. Seigel
By: Thomas G. Seigel
Its: Superintendent

Wayne Fanshier
Wayne Fanshier
VP Finance, Audit, & Administration

Property Address:

22215 38th Avenue East

Spanaway, WA 98387

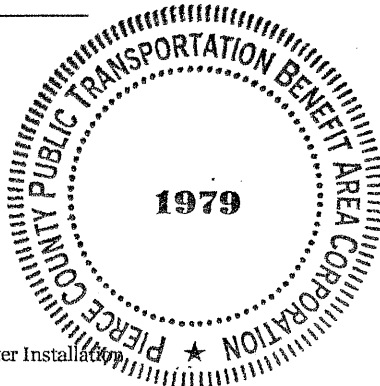
ATTEST:

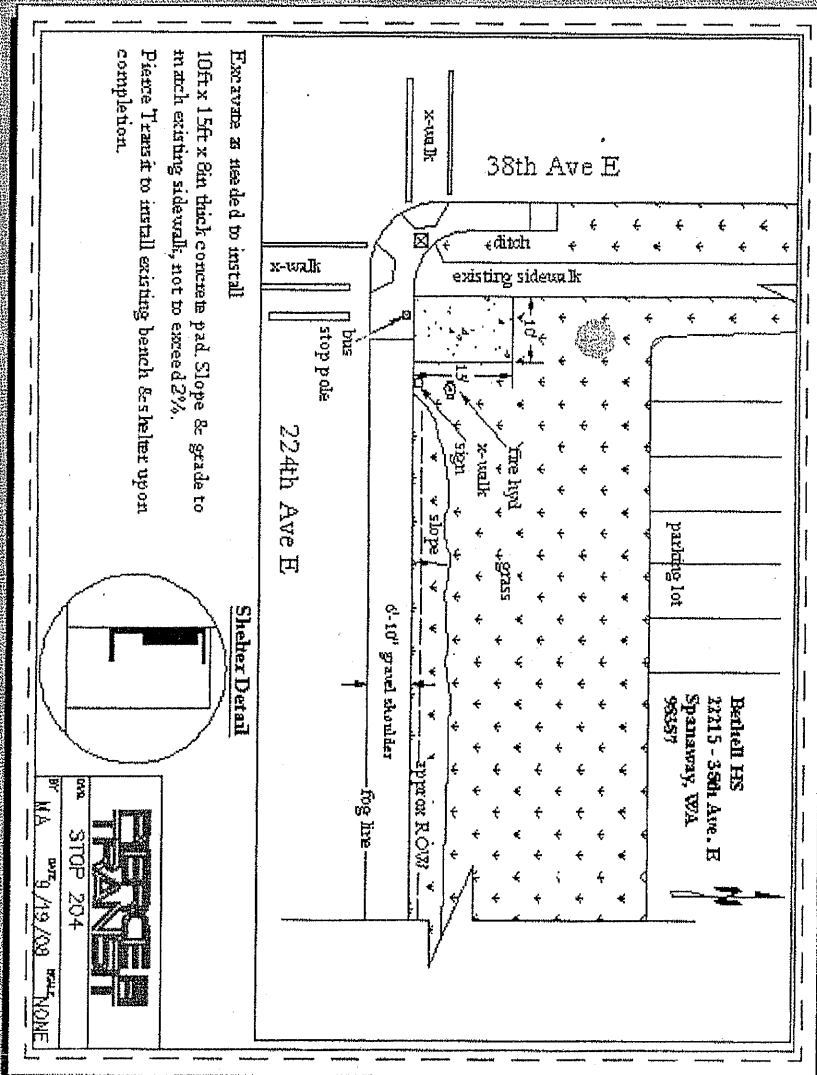
Treva Percival
Treva Percival, CMC
Clerk of the Board

Bus Stop # 204

Distribution: Executive Department
Copy to Bus Stop File

R:\Const\Bus Stop Files\Agreement Masters\Shelter Installation





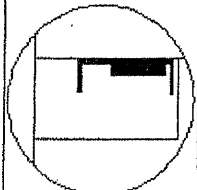
Badell HS
 2215-38th Ave. E
 Spanaway, WA
 98387

Excavate as needed to install

10ft x 15ft x 8in thick concrete pad. Slope & grade to match existing sidewalk, not to exceed 2%.

Please Transit to install existing bench & finisher upon completion.

Shelby Detail



PREPARED
 FOR STOP 204
 BY M.A. DATE 9/19/09

SCALE NONE