

**SALE AND INTERIM USE AGREEMENT
BETWEEN
THE CITY OF PORT TOWNSEND
AND
JEFFERSON TRANSIT AUTHORITY**

RECITALS:

A. The parties currently cooperate, along with the Jefferson County Chamber of Commerce ("Chamber"), to operate the Jefferson County Visitor Information Center ("VIC") at 440 12th Street in Port Townsend.

B. As part of this joint operation, the City of Port Townsend ("City") owns a commercial modular building, placed on land owned by Jefferson Transit Authority ("JTA").

C. JTA wishes to buy, and the City wishes to sell, the building and its fixtures, furniture, and appurtenances.

D. Notwithstanding this change of ownership, JTA agrees to continue to permit the Chamber to operate the VIC out of the building at its present location under the terms stated in this agreement.

AGREEMENT:

In consideration for the terms and conditions contained in this Sale and Interim Use Agreement ("Agreement"), the parties agree as follows:

1. Sale of modular building.

A. the City shall sell the modular building and all furniture, fixtures, and appurtenances that are owned by the City to JTA for the price of One Hundred Twenty-One Thousand Dollars (\$121,000.00), plus sales tax, for a total amount of One Hundred Thirty-One Thousand, Eight Hundred Ninety Dollars (\$131,890.00). The sale shall be reflected in a Bill of Sale in substantially the same form as at Exhibit A. The building shall be sold "as-is" with the City making no guarantee or warranties.

B. Payment shall be made by [] check made payable to the City of Port Townsend, and delivered to the City at 250 Madison St., Suite 1, Port Townsend, Washington [] Electronic Funds Transfer in accordance with instructions provided by the City. Payment must be made within 45 days of the last signature on this Agreement.

2. Interim Use.

A. JTA agrees that the VIC shall continue to be operated out of the building at its present location until March 1, 2015. Continued occupancy by the VIC of the building after that date shall be by mutual agreement of JTA and Chamber, subject to the requirements of the grant from the Washington State Department of Transportation for purchase of the property and conversion of the building and property into a passenger amenity facility. If the VIC moves before March 1, 2015, this provision shall expire.

B. the City agrees to negotiate an amendment to the Chamber's contract to reflect the substitution of JTA for the City as the owner of the building and the terms of this agreement.

ENTERED INTO ON THE DATES INDICATED BELOW:

CITY OF PORT TOWNSEND

JEFFERSON TRANSIT AUTHORITY

David G. Timmons, City Manager

Tammi Rubert, General Manager

Dated _____

Dated _____

Approved as to Form:

Approved as to Form:

Steve Gross, City Attorney

Craig Miller, Attorney

City of Port Townsend

250 Madison Street, Suite 2, Port Townsend, WA 98368
(360) 379-5047 FAX (360) 385-4290



BILL OF SALE

The City of Port Townsend (Seller) hereby transfers and sells to the Jefferson Transit Authority (Buyer) the following commercial modular building and all fixtures and furniture contained therein, and appurtenances thereto.

Manufacturer: Blazer Industries, Serial Number: 08 16901-01 & 02
Size: 28 x 48 (two 14 x 48 units); Year Manufactured: 2008

Current Location: 440 12th Street, Port Townsend, WA 98368

Sale Price: \$121,000.00
Sales Tax: \$ 10,890.00

Total: \$131,890.00

Seller: City of Port Townsend
250 Madison Street
Port Townsend WA 98368

Purchaser: Jefferson Transit Authority
1615 W. Sims Way
Port Townsend, WA 98368.

Subject to the following conditions:

1. The buyer recognizes and acknowledges that the above-described equipment is being sold by the City in an "as is" and "where is" condition, without warranty as to its fitness or safety.
2. Buyer hereby waives and releases any and all rights and causes of action for damages or injury against the City, its employees, officials, officers and agents for any and all loss, damage or injury or claim or legal action thereof on account of any injury or death to Buyer, its agents, employees, volunteers or the property arising out of or in connection with the use and/or ownership of the structure purchased herein, which right or cause of action arises after the date of execution of this agreement. Buyer further agrees to hold harmless, defend and indemnify the City, its employees, officials, officers and agents from any and all claims of liability for injury or damage suffered by third parties or entities arising out of my use or ownership of the equipment being purchased herein, which claims arise after the effective date of this agreement.
3. City hereby waives and releases any and all rights and causes of action for damages or injury against the Buyer, its employees, officials, officers and agents for any and all loss, damage or injury or claim or legal action thereof on account of any injury or death to Buyer, its agents, employees, volunteers or the property arising out of or in connection with the use and/or ownership of the structure purchased herein, which right

or cause of action arises prior to the date of execution of this agreement. Buyer further agrees to hold harmless, defend and indemnify the City, its employees, officials, officers and agents from any and all claims of liability for injury or damage suffered by third parties or entities arising out of my use or ownership of the equipment being purchased herein, which claims arise prior to the effective date of this agreement.

4. This bill of sale shall be effective _____.

Seller:
City of Port Townsend

Buyer:
Jefferson Transit Authority

By: _____
David G. Timmons, City Manager

By: _____
Tammi Rubert, General Manager

Dated _____

Dated _____