



Return Address:

Kathy Kemp  
Human Resources Clerk  
Bethel Public Schools  
516 176th St E  
Spanaway, WA 98387

## **INTERLOCAL AGREEMENT**

### **Mutual Use of Parking Areas**

This Interlocal agreement is dated 3/30/2006 and between Bethel School District #403 and Graham Emmanuel Baptist Church.

This agreement allows Frontier Junior High School and Graham Emmanuel Baptist Church to utilize each other's parking areas.

cont

## REVOCABLE LICENSE AGREEMENT

This Agreement is entered into this 14<sup>th</sup> day of March, 2006, between Graham Emmanuel Baptist Church, a Washington non-profit corporation (the "Church") and Bethel School District No. 403, a political subdivision of the State of Washington (the "District").

### I. RECITALS

1. The District is the owner of certain real property commonly known as Frontier Junior High School (the "District Property") and the Church is the owner of certain real property commonly known as Emmanuel Baptist Church (the "Church Property").

2. By this Agreement, the Church and the District wish to document the terms of permissive use of each other's property under the terms and conditions set forth herein..

**NOW, THEREFORE**, in exchange of the mutual covenants and considerations contained herein, the parties agree as follows:

### II. AGREEMENT

1. **District Grant of Revocable License.** The District hereby grants to the Church a revocable license (the "Church License") for the limited purposes of (a) utilizing existing parking areas on the District Property for Church overflow parking on Sundays between 7:30 a.m. and 12:30 p.m.; (b) traveling over and across the existing District Property parking area to access 108th Avenue East on Sundays between 7:30 a.m. and 12:30 p.m., and (c) using existing parking areas on the District Property for overflow parking on days other than Sundays upon two days advance notice to and approval by the District.

2. **Church's Use Obligations.** In addition to other obligations set forth in this Agreement, when using the District Property the Church shall (a) unlock gates accessing the parking areas on the District Property and relock such gates at the conclusion of use by the Church, and (b) provide litter/refuse cleanup on those portions of District Property used by the Church after each such use.

3. **Church Grant of Revocable License.** The Church hereby grants to the District a revocable license (the "District License") to use parking areas on the Church Property for District overflow parking upon two days advance notice to and approval by the Church.

4. **Indemnification.** The Church hereby agrees to indemnify, defend and hold the District harmless from and against any claims arising out of the Church's use of the

District Property, including claims brought by the Church's guests, licensees and invitees. Similarly, the District hereby agrees to indemnify, defend and hold the Church harmless from and against any claims arising out of the District's use of the Church Property, including claims brought by the District's guests, licensees and invitees. The indemnity obligations set forth in this Section shall survive termination of this Agreement.

5. **Termination.** Either party to this Agreement may terminate this Agreement and any rights granted hereunder by providing written notice of termination to the other party not less than 72 hours prior to the termination.

6. **Waiver of Prescriptive or Adverse Claims.** By executing this Agreement, the Church and the District agree that each is waiving any existing or future claims of prescriptive rights or adverse possession over the portions of the Church Property and the District Property covered by the Church License and the District License.

7. **Enforcement.** Should either party hereto be required to commence legal proceedings to enforce the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to recover its costs and fees, including a reasonable attorneys' fee. Exclusive venue and jurisdiction for any such proceeding shall be in the Superior Court of Pierce County, Washington.

8. **Entire Agreement.** This Agreement embodies the entire understanding of the parties hereto, and may only be modified by written document signed by the District and the Church.

BETHEL SCHOOL DISTRICT  
NO. 403

By: [Signature]  
Its: [Signature] Date: 3/15/06

GRAHAM EMMANUEL BAPTIST CHURCH

By: Rev Jim Tiefenthaler  
Its: J.T. Date: 2-26-06

**CONTACT INFORMATION FOR SCHEDULING:**

District: 253 683 8389  
Church: 253 847 3577