



**Spokane Park Board Land Committee
3:30 p.m. Tuesday, Aug. 31, 2022**

In-person: Sister City conference room
1st floor lobby, City Hall, 808 W. Spokane Falls Blvd.
Spokane, WA 99201

WebEx virtual meeting:

Call-in: 408-418-9388; Access code: 2484 605 3944
Al Vorderbrueggen – Operations Director

Committee Members:

Greta Gilman – Chair
Sally Lodato
Hannah Kitz
Kevin Brownlee

The Land Committee meeting will be held in-person in the Sister City conference room, 1st floor lobby, City Hall, 808 W. Spokane Falls Blvd. and virtually via WebEx at 3:30 p.m. Wednesday, August 31, 2022. Committee members, staff, presenters and the public still have the option to participate virtually via WebEx during all meetings.

The public may listen to the meeting by calling 408-418-9388 and entering access code **2484 605 3944**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11 a.m. August 31 by email to: spokaneparks@spokanecity.org or mail to: Spokane Park Board, 5th floor City Hall, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Submitted public comments will be presented to committee members prior to the meeting.

AGENDA

Call to order – Greta Gilman

Public comment – Greta Gilman

Action Items:

1. [Spokane County United Way/ Born Learning Trails memorandum of agreement / multiple parks \(no cost\)](#) – Al Vorderbrueggen / John Dickson
2. [Riverpoint Condo Association underground utility easement agreement / Don Kardong Bridge \(no cost\)](#) – Berry Ellison
3. [Amendment to Southeast Sports Complex access and reciprocal parking easement agreement with Radio Park, LLC. \(no cost\)](#) – Garrett Jones

Discussion items:

1. Project Progress Update – [Liberty Park playground design status](#) – Berry Ellison
2. Project Progress Update – [Citywide dog park selection, design and operations guidelines](#) – Garrett Jones

Standing Report Items:

Adjournment

Agenda Subject to Change

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6237, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mpiccolo@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	August 31, 2022		
Requester	Nick Hamad	Phone number: 509-363-5452	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Spokane County United Way Born Learning Trails Memorandum of Agreement / Multiple Parks (no cost)		
Begin/end dates	Begins: 09/08/2022	Ends: 09/08/2028	<input type="checkbox"/> Open ended
Background/history:			
Spokane Parks and United Way desire to install Born Learning Trails within (5) existing parks in 2022 to provide an additional free public amenity for park users within parks located in historically under-resourced portions of the City.			
A born learning trail is a series of 10 interactive signs which offer fun, active learning activities for young children and their families. Park staff recommends installation in, Audubon Park, Franklin Park, Grant Park, Hays Park, and either Chief Garry or Mission Park.			
United Way and their donors will perform all installation and maintenance of these improvements for the duration of the agreement term.			
Motion wording:			
Motion to approve Born Learning Trails Memorandum of Agreement with Spokane County United Way (no cost).			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Spokane County United Way			
Name: John Dickson		Email address: johnd@unitedwayspokane.org	Phone: 509.324.5023
Distribution:			
Parks – Accounting			
Parks – Pamela Clarke			
Requester: Nick Hamad			
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
N/A		N/A	
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input type="checkbox"/> UBI: Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

**MEMORANDUM OF AGREEMENT
BORN LEARNING TRAILS**

This Memorandum of Agreement (“Agreement”) is entered into this ____ day of _____, 2022 (the “Effective Date”) between the Spokane County United Way, an independent 501(c)(3) organization (“United Way”), and City of Spokane Parks and Recreation (“Parks”), hereinafter collectively referred to as the Parties.

Background and Purpose

A. Parks owns public properties throughout the City of Spokane for the purpose of public outdoor recreational use. As a free public amenity for park users, United Way desires to install Born Learning Trails within existing public parks to provide an additional active learning activity for young children and their families. Parks desires to enhance public utilization along existing park walkways and trails to create additional quality youth engagement opportunities for families near playgrounds, schools and within historically under-resourced sections of the city. The Parties wish to set forth the conditions under which United Way will develop several Born Learning Trails in designated public parks.

B. The Born Learning Trails that the Parties envision is generally depicted in Exhibit A and includes a series of 10 interactive signs and installed adjacent an existing paved park pathway. Each sign is printed with instructions for a unique play activity which is painted on the park pathway adjacent the sign. Activities include identifying various shapes, letters and numbers and games like hopscotch (the “Learning Trail”). It is anticipated the detailed installation layout of each Learning Trail will be modified from Exhibit A in order to fit within the context of each unique park property. All proposed Learning Trail locations shall be mutually acceptable to United Way and Parks prior to commencement of construction activity. Once completed, each Learning Trail will be integrated into the respective park property, will be open to the public during regular park hours and its use will be subject to all park rules.

C. The Parties desire to pursue Born Learning Trails in numerous parks citywide, beginning with installation of Learning Trails in up to five (5) parks in 2022. To be considered for installation of a Learning Trail, a park should contain existing pathways at least 300 feet in length. In addition to an existing pathway, it is preferred that a park also be adjacent to or nearby an elementary school and be within a park equity zone. Exhibit B depicts the five park locations to be considered for a Learning Trail in 2022. Depending on the success of the initial Learning Trail installations, additional sites may be added in the future at the discretion of the City of Spokane Park Board.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

Section 1 Born Learning Trails

1. United Way Responsibilities.
 - a. United Way, their partners and donors will install all Learning Trail components, all at no cost or expense to Parks and/or the City of Spokane. If United Way, through no fault of its own, has not installed a Learning Trail in up to five (5) parks by December 30, 2022, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes, or alternatives to complete the improvements.
 - b. Within (90) days after initial Born Learning Trail installations, or as otherwise mutually agreed, United Way shall provide an informational presentation to the Park Board illustrating the use of the trails.

- c. Upon completion of the Learning Trails, United Way shall dedicate and donate each Learning Trail and all improvements constructed thereon to Parks.
- d. United Way, at no cost of expense to Parks, shall install, maintain, operate, and repair each Learning Trail, including signs and pavement markings to Parks' satisfaction for a period of six (6) years commencing on the Effective Date. Installation, maintenance, operation and repair activities includes but is not limited to: excavation for sign posts, installation of signs, painting of pavement markings, sign panel replacement, sign graffiti removal, sign post straightening, and once annual cleaning and repainting of Learning Trail pavement markings. Sign posts shall be a galvanized steel matching city standard 'Type P Sign Post' and 'Sign Post Installation' as detailed in City standard plans G-10 and G-10 A. United Way shall not be responsible for routine or regular maintenance of park pathways which is not directly associated with the Learning Trail improvements (snow removal, general cleaning to remove grass clippings, etc.)
- e. United Way shall obtain and keep in force throughout the term of this Agreement commercial general liability insurance on an occurrence basis with combined single limit of no less than \$1 million per occurrence and \$2 million General Aggregate, naming the City of Spokane Parks Department, its officers, employees, contractors, agents, and other such persons or entities Parks may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to United Way's performance of its obligations under this Agreement, including non-owned automobile liability. In addition, United Way will indemnify, defend, and hold Parks and the City of Spokane harmless from all claims arising from United Way's use and/or maintenance of the Learning Trail or from any activity, work or thing done, permitted or suffered by United Way in or about the Learning Trail, except to the extent such claim resulted from the act or omission of Parks' and/or City of Spokane employees, agents or contractors in which case the indemnify provision will be valid and enforceable only to the extent such claim arose from the act or omission of United Way's employees, agents, or contractors.
- f. United Way and its donors, in recognition for its contribution to the public, will be permitted include their logos on the Learning Trail signage. The logos shall be permitted for the lifetime of the signage material or a period of six (6) years, whichever is less.
- g. Upon termination or expiration of this agreement and upon Parks' request, United Way shall remove all Learning Trail components, including signage, pavement markings, and accessories; all at no cost or expense to Parks and/or the City of Spokane.

2. Parks' Responsibilities.

- a. Parks shall evaluate parks lands to determine the five (5) parks suitable for 2022 Learning Trails. Exhibit B depicts these five (5) parks.
- b. If additional Learning Trails are desired by the Park Board, Parks shall evaluate additional parks lands to determine preferred park locations for these additional installations.

- c. Parks shall designate a qualified person (landscape architect, maintenance superintendent, etc.) to assist in determining Learning Trail sign locations and inspect and confirm the Learning Trails are constructed in accordance with any applicable park standards. Parks shall not provide labor, materials or equipment for installation of signs.
- d. Parks will maintain all park improvements surrounding the Learning Trails in the same manner and frequency with which it maintains the subject park.

Section 2 Default and Remedies

- 1. Events of Default. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this Section, the Parks may, at its option, declare an "Event of Default" under this Agreement:
 - (a) United Way fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the Park Board or creates a material risk of injury to person or damage to property;
 - (b) United Way fails to comply with any term or fails to perform any of its obligations under this Agreement, and continues for a period often (10) days after written notice from Parks;
 - (c) if any representation or warranty made by United Way in this Agreement shall have been false or misleading as of the day it was made, provided that if such untrue representation or warranty is susceptible of being cured, United Way shall have the right to cure such representation or warranty within ten (10) days of receipt of notice from Parks;
 - (d) any Approval from Parks required to complete the Learning Trail expire or otherwise are not in full force and effect.
- 2. Cure. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but United Way commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure to completion, and completes such cure within thirty (30) days of commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under United Way's control, the period of time in which United Way must cure the violation shall be extended for such additional time reasonably necessary to complete the cure.
- 3. Remedies. Upon the occurrence of any Event of Default, Parks may, in addition to other rights as shall be granted under any other provision of this Agreement, but without waiving such other rights, (a) perform any and all work necessary to complete, secure and/or protect the Learning Trail, and invoice United Way for the same, which shall be payable by United Way within ten (10) days of the invoice, (b) specifically enforce United Way unperformed obligations, and/or (c) exercise all rights and remedies available at law or in equity through a court with personal and subject matter jurisdiction.

Section 3 Miscellaneous Provisions

1. Recitals. All of the recitals set forth above in the Background and Purpose section of this Agreement are incorporated herein by this reference as though fully set forth herein.
2. Attorneys' Fees and Costs; Governing Law and Venue. In the event legal action is instituted to enforce or interpret the terms of this Agreement or any decision of an arbitrator(s), the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees and costs incurred in such action, as determined by the court(s) or by the arbitrator(s). In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals. The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this Paragraph 4, the term "action" shall be deemed to include any arbitration proceeding or any proceeding commenced in any court of general or limited jurisdiction, including any proceeding commenced in the bankruptcy courts of the United States. Venue and jurisdiction for any action shall lie in Spokane County, Washington and this Agreement shall be construed and enforced in accordance with the laws of the State of Washington.
3. Entire Agreement. Except as expressly stated herein, this Agreement is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.
4. Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.
5. Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.
6. Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to the Agreement.
7. Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under this Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
8. Negotiation. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
9. Effectiveness. This Agreement is effective on the Effective Date.
10. Notice. All written notices required to be given pursuant to the terms hereof shall be delivered to the addresses listed below, by one of the following methods: (a) hand delivered whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; (d) electronic transmission (email) provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day and the original also is sent as described in (a), (b), or (c) above, whereby delivery

is deemed to have occurred at the end of the business day on which the electronic transmission is completed.

11. Antikick Back. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this MOU shall have or acquire any interest in the MOU, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this MOU.
12. Debarment and Suspension. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

United Way: _____

Email: _____

With a copy to:

Email: _____

Parks: City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201
Email: gjones@spokanecity.org

With a copy to:
Office of the City Attorney
Attn: James Richman
808 W. Spokane Falls Boulevard
Spokane, WA 99201
Email: jrichman@spokanecity.org

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Spokane County United Way

City of Spokane, Park Board

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date Signed)

(Date Signed)

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

EXHIBIT A
DEPICTION OF BORN LEARNING TRAILS

watch learn stop play

Let your child lead the way.

Try this:

- * Watch what your child likes to do. Is it playing with other children, looking at bugs or heading for the slide?
- * Do the things your child likes to do.
- * Is your child staring or pointing at something? Ask, "What do you see?"

Trail tip: When you follow a child's lead, curiosity and confidence grow.



For more ideas visit bornlearning.org





HOME

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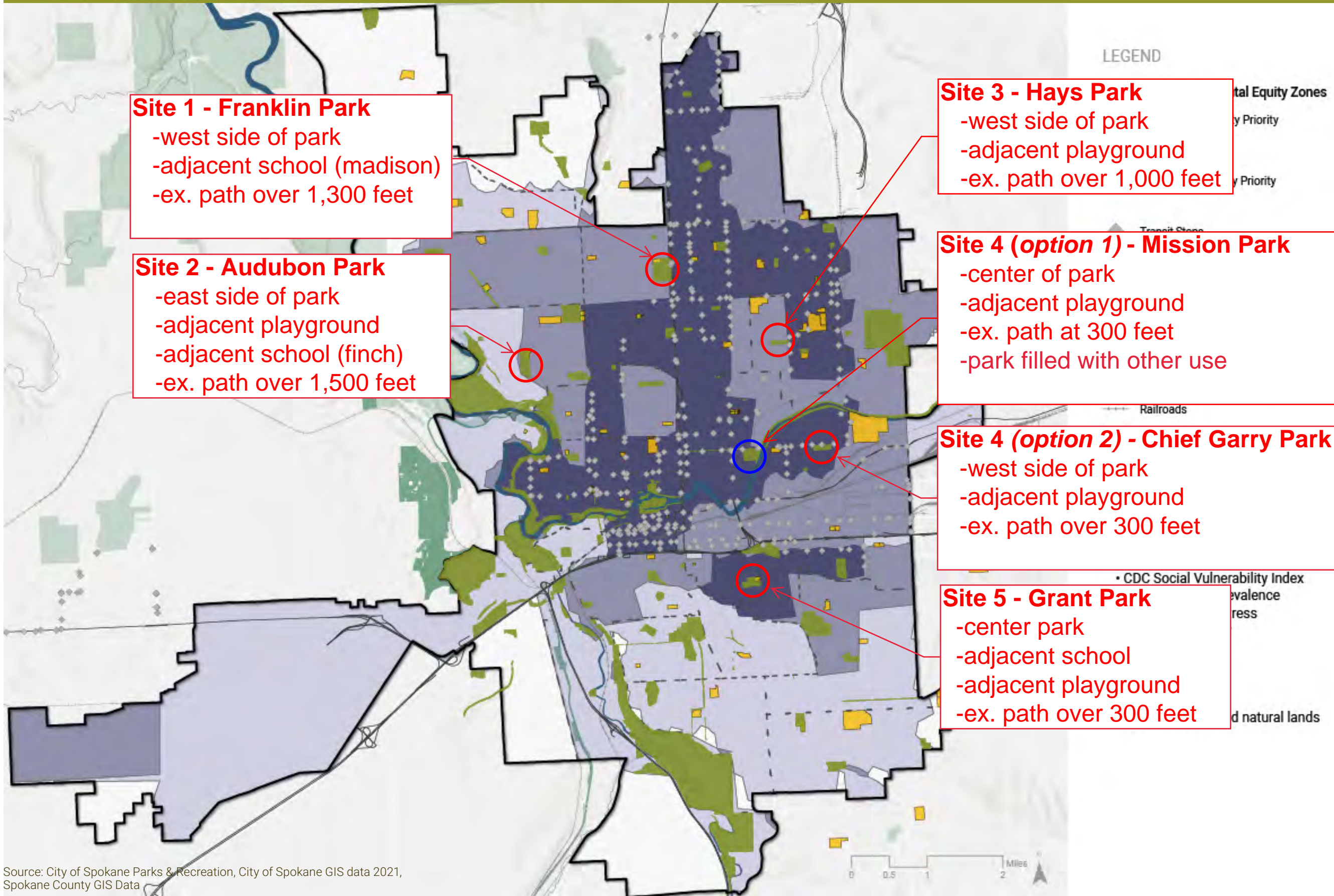
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EXHIBIT B
PARK LOCATIONS FOR 2022 LEARNING TRAILS



Source: City of Spokane Parks & Recreation, City of Spokane GIS data 2021, Spokane County GIS Data

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	August 31, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Riverpoint Condo Association Underground Utility Easement Agreement / Don Kardong Bridge (no cost)		
Begin/end dates	Begins: 09/08/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:			
Parks and the Riverpoint Condominium Association (COA) desire to enter into an agreement under which the COA grants Parks a perpetual easement across COA property for a new underground power line providing power to the Don Kardong Bridge electric illumination system.			
In exchange for the easement, parks shall implement 'one-time repairs' to a damaged portion of the existing public waterfront trail. Repairs include replacement of asphalt trail & base. The cost of these repairs is estimated to be \$10,000-\$15,000 and shall be conducted as a change order to the Don Kardong Bridge Rehabilitation project.			
The agreement also clarifies maintenance roles and responsibilities of the two parties in and around the existing public trail easements on COA property.			
Motion wording:			
Move to approve Underground Utility Easement Agreement with the Riverpoint Condominium Association (no cost)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Riverpoint Condominium Association			
Name: Kathleen McLean		Email address: kmclean888@hotmail.com	Phone: 509.255.8093
Distribution:			
Parks – Accounting		Al Vorderbrueggen	
Parks – Pamela Clarke		Garrett Jones	
Requester: Nick Hamad		Russell Oakley (ramgoakley@gmail.com)	
Grant Management Department/Name:			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:		Budget code:	
Vendor: <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/>	Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/>	W-9 (for new contractors/consultants/vendors)
<input type="checkbox"/>	Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/>	ACH Forms (for new contractors/consultants/vendors)
<input type="checkbox"/>	UBI: Business license expiration date:	<input type="checkbox"/>	Insurance Certificate (min. \$1 million in General Liability)

City of Spokane
Parks & Recreation Division
808 W. Spokane Falls Blvd.
Spokane, WA 99201
(509) 625-6200

UNDERGROUND UTILITY EASEMENT

This easement is made and executed this __ day of _____, 20____, by _____, as "Grantor", and the CITY OF SPOKANE, a municipal corporation of the State of Washington, as "City" or "Grantee", hereinafter jointly referred to as "Parties".

WHEREAS, Grantor is the owner of that property described in Exhibit "A" attached hereto, situated in the City and County of Spokane, State of Washington; and

WHEREAS, the Grantor desires to grant and convey an easement to the City in order to facilitate the installation, operation, maintenance, repair, and replacement of an underground power line at the locations indicated on said Exhibit "A";

NOW, THEREFORE, in consideration of the benefits derived by the Grantors and the mutual covenants and purposes herein stated, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to the City of Spokane, its successors and assigns, for lighting and security purposes, a perpetual easement in, over, under, through, and across those portions of the property depicted in Exhibit "A", attached hereto and incorporated herein (hereinafter "Utility Easement").

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. No structures or other obstructions shall be erected or placed within the Utility Easement without the prior written approval of the Director of Spokane Parks & Recreation.

2. The power lines and related appurtenances placed within the Utility Easement shall remain City property with the City retaining authority over the same.

3. The City shall have the right at all times to enter the Utility Easement for the purpose of installation, maintenance, repair, removal and replacement of said power lines and related appurtenances as the City deems necessary. The City or its Contractor shall perform work in the Utility Easement with due care and caution and shall return the Utility Easement area to the condition in which it was found, reasonable wear and tear excepted, and keeping in mind the public improvements to be constructed thereon. The City, its contractor(s) or agents shall be responsible to the Grantor for any and all damage to Grantor's property due to the installation, maintenance, and repair of said power lines and appurtenances to the extent such damage is caused by the City, its contractor(s) or agent(s) working in the Utility Easement, and the City will hold Grantor harmless and free from all loss and liability for any claim by a person, or for any injury or property damage resulting from, or by reason of the City's exercise of the rights granted hereunder, unless caused by the sole negligence of Grantor, or the negligence of Grantor's officers, agents, and/or employees.

5. This Utility Easement shall apply to all interests now owned or hereinafter acquired by Grantor in the property described in Exhibit "A" attached hereto.

6. This utility easement and the covenants herein shall be binding upon the Grantor, and the Grantor's successors and assigns, and shall run with the land benefited by the construction of the public utilities and be perpetual in duration.

7. Grantor will not grant or convey any interest that conflicts with the interest of the City, or allow others to obstruct, impair or interfere with the Utility Easement.

8. Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services or to pay for any service connections, or installations near or adjacent to the Utility Easement, or to allow access to the public utilities provided for in this agreement.

9. Public Recreation Easement. Grantor's predecessor-in-interest previously granted the City a Public Recreation Easement, dated August 21, 1992, and filed for record on August 21, 1992, in Vol. 1328, Page 0838, records of Spokane County ("Trail Easement"). The Trail Easement establishes a recreational trail easement through Grantor's property on three alignments, one fifty (50) feet in width on the northern boundary of the property adjacent to the Spokane River ("Waterfront Trail") another twenty-five (25) feet in width through the middle of the property ("Centennial Trail"), and a third fourteen (14) feet in width along the eastern property boundary ("East Access Trail"). See Exhibit "B" to this document for depiction of trail alignments. See Exhibit "A" to the Trail

Easement for easement location. The Public Recreation Easement, including the Waterfront Trail, the Centennial Trail, and the East Access Trail, are incorporated by reference into this document as though written in full and shall remain in full force and effect according to its terms. As part of the consideration for this Utility Easement, the Parties agree as follows:

9.1 Full repair & reconstruction of the Centennial Trail through the Grantor's property is on the City's long-term capital plan, although no date for commencement of full repairs has yet been determined. Whenever the City repairs, reconstructs, or replaces the Centennial Trail it shall also repair, reconstruct, or replace the Waterfront Trail, as the case may be, regardless of whether the trail damage is the result of adjacent vegetation growth. Provided, the City's responsibilities with respect to repair, reconstruction, and/or replacement of the Recreational Trail shall be limited to repair, maintenance, and/or replacement of the paved trail surface, the 4" deep trail paving base, and removal of any roots intruding below the pavement surface. In no case shall the City have any responsibility for repair, maintenance, and/or replacement of landscaping and vegetation (including trees, shrubs, groundcover, etc.) within the Recreational Trail Easement or growing atop the paved surface of the trail. The City shall not be responsible for repair of any damage to the Grantor's property resulting from erosion caused by the Spokane River. Grantor is responsible for repair, maintenance, and/or replacement of all landscaping and vegetation within the Recreational Easement, except that vegetation which encroaches upon the trail surface. Grantor is responsible for obtaining all required approvals and permits for any activity Grantor undertakes within the Recreational Trail Easement. The obligations set forth in this paragraph are limited to the Waterfront Trail and the Centennial Trail and shall not extend to the East Access Trail.

9.2 As no date for full trail repair & reconstruction has been determined, the City shall implement one-time repairs to a portion of the Waterfront Trail currently damaged by root intrusion from adjacent trees. Repairs shall be completed prior to final completion of the Don Kardong Bridge Rehabilitation project. Repairs shall include sectional removal and replacement of asphalt paving as required to establish a smooth and planar asphalt pathway surface consistent with the standard of practice for Centennial Trail pathway re-paving. The specific trail limits to be included in one-time repair is depicted in 'Exhibit C'.

9.3 The Parties acknowledge and agree that RCW 4.24.210 entitles both of the Parties to recreational immunity for unintentional injuries to recreational users of the Trail Easement. Notwithstanding this immunity from liability, the City agrees to indemnify, defend, and hold Grantor harmless from the City's use, management, and maintenance of the Recreational Trail Easement, except to the extent any claim resulted from the act or omission of the Grantor or Grantor's employees, agents or contractors in which case this

indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the City's employees, agents or contractors.

10. Each individual executing this easement on behalf of Grantor represents and warrants that he/she is duly authorized to execute and deliver this Easement on behalf of Grantor in accordance with a duly adopted resolution of Grantor's board of directors or in accordance with Grantor's bylaws, and that this Easement is binding upon Grantor in accordance with its terms.

Dated this _____ day of _____ 2020.

[GRANTOR]

By: _____

Its: _____

CITY OF SPOKANE

By _____
Signature Date

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Legal Description and Depiction of Utility Easement

ELECTRIC UTILITY EASEMENT

UNIT 11
(PARCEL NO. 37173.2926)

SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., IN THE CITY OF SPOKANE, SPOKANE COUNTY, STATE OF WASHINGTON, BEING IN A PORTION OF UNIT 11 OF THE SIXTH AMENDMENT TO CONDOMINIUM PLAN FOR RIVERPOINT VILLAGE, FILED ON MARCH 31ST 1995, AUDITOR'S FILE NUMBER 9505310336, RECORDS OF SPOKANE COUNTY AUDITOR'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY ANGLE POINT OF SAID UNIT 11, BEING MARKED BY A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP OF RECORD, FROM WHICH THE SOUTHEASTERLY CORNER OF UNIT 12 OF SAID CONDOMINIUM PLAT BEARS S41°00'12"W A DISTANCE OF 335.39 FEET, BEING MARKED BY A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP OF RECORD;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID UNIT 11, N24°43'21"W A DISTANCE OF 22.30 FEET TO AN ANGLE POINT INTERSECTION COMMON WITH THE "COMMON ELEMENT PARCEL" OF SAID PLAT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT DESCRIPTION;

THENCE DEPARTING SAID POINT, S48°22'04"W A DISTANCE OF 81.22 FEET TO A POINT;

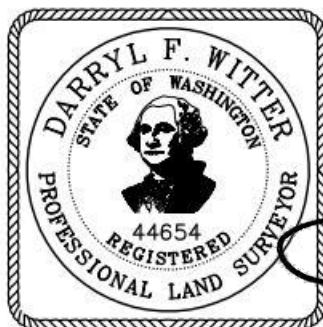
THENCE N63°28'58"W A DISTANCE OF 25.00 FEET TO A POINT;

THENCE N27°58'56"E A DISTANCE OF 15.00 FEET TO A POINT;

THENCE S63°28'58"E A DISTANCE OF 22.66 FEET TO A POINT;

THENCE N25°35'23"E A DISTANCE OF 52.34 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF SAID UNIT 11 AND THE SOUTHERLY BOUNDARY LINE OF SAID "COMMON ELEMENT PARCEL";

THENCE ALONG SAID LINE, S77°10'43"E A DISTANCE OF 34.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE TERMINUS OF THE DESCRIPTION. CONTAINING 1525.75 SQ/FT



A handwritten signature in black ink, appearing to read "D. Witter", written over the right side of the professional seal.

08/23/2022

ELECTRIC UTILITY EASEMENT

COMMON ELEMENT
(PARCEL NO. 37173.3101)

SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., IN THE CITY OF SPOKANE, SPOKANE COUNTY, STATE OF WASHINGTON, BEING IN A PORTION OF THE "COMMON ELEMENT PARCEL" OF THE SIXTH AMENDMENT TO CONDOMINIUM PLAN FOR RIVERPOINT VILLAGE, FILED ON MARCH 31ST 1995, AUDITOR'S FILE NUMBER 9505310336, RECORDS OF SPOKANE COUNTY AUDITOR'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

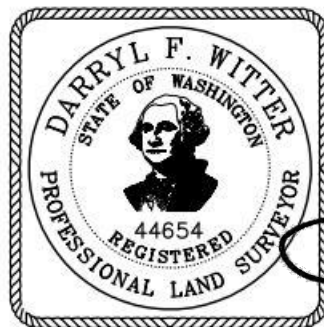
COMMENCING AT THE EASTERLY ANGLE POINT OF SAID UNIT 11, BEING MARKED BY A 1/2 INCH REBAR WITH YELLOW PLASTIC CAP OF RECORD, FROM WHICH THE SOUTHEASTERLY CORNER OF UNIT 12 OF SAID CONDOMINIUM PLAT BEARS S41°00'12"W A DISTANCE OF 335.39 FEET, BEING MARKED BY A 5/8 INCH REBAR WITH YELLOW PLASTIC CAP OF RECORD;

THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID UNIT 11, N24°43'21"W A DISTANCE OF 22.30 FEET TO AN ANGLE POINT INTERSECTION COMMON WITH THE "COMMON ELEMENT PARCEL" OF SAID PLAT, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT DESCRIPTION;

THENCE ALONG THE NORTHERLY LINE OF SAID UNIT 11, BEING COMMON WITH THE SOUTHERLY BOUNDARY LINE OF SAID "COMMON ELEMENT PARCEL", N77°10'43"W A DISTANCE OF 34.00 FEET TO A POINT;

THENCE DEPARTING SAID LINE, N25°35'23"E A DISTANCE OF 35.03 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY BOUNDARY LINE OF SAID "COMMON ELEMENT PARCEL";

THENCE ALONG SAID BOUNDARY LINE, S24°43'21"E A DISTANCE OF 43.09 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE TERMINUS OF THE DESCRIPTION. CONTAINING 580.81 SQ/FT



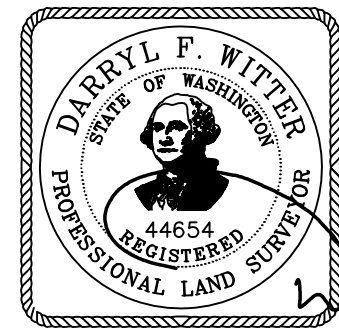
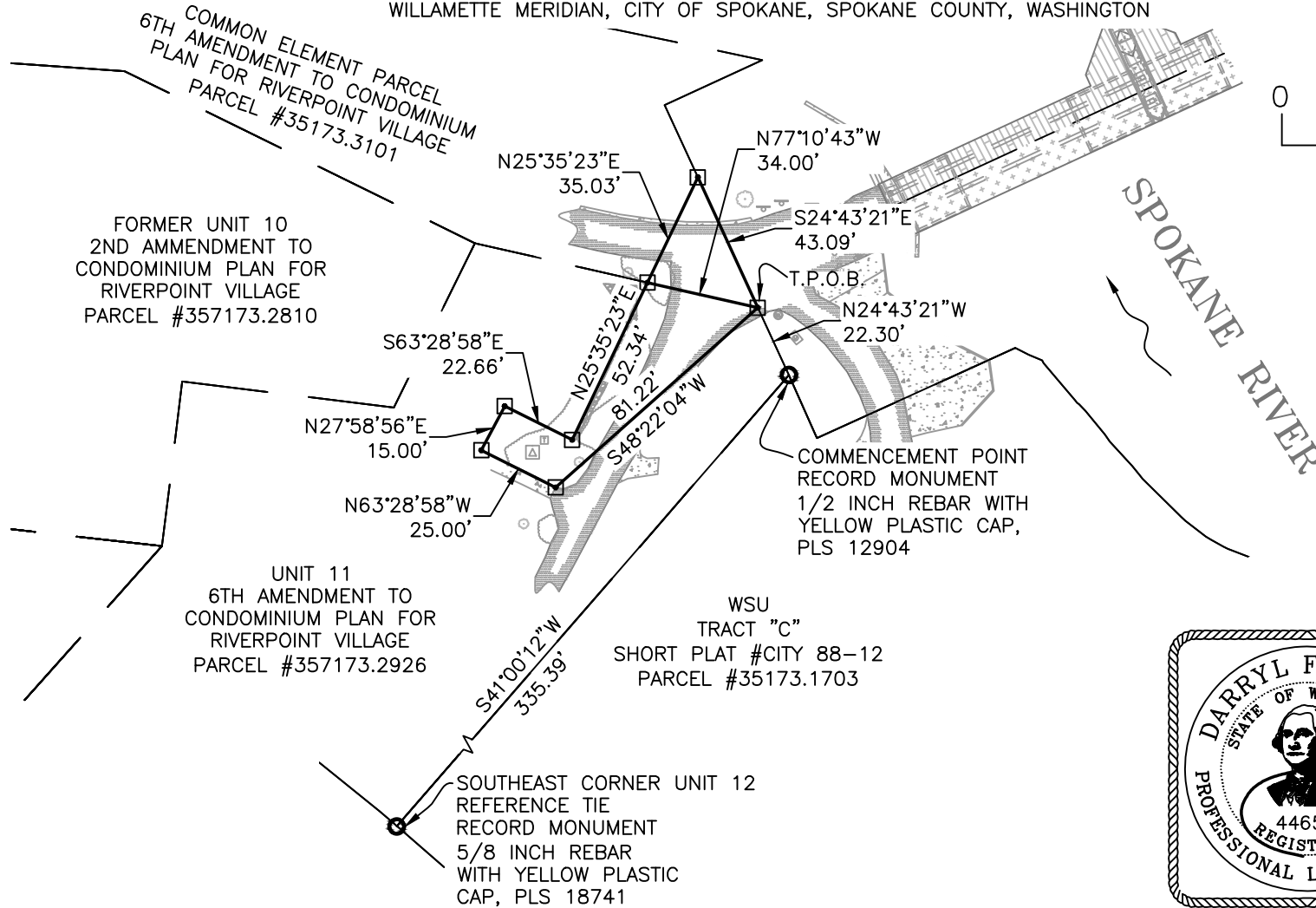
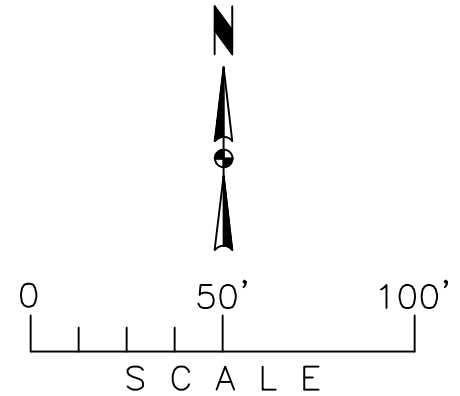
A handwritten signature in black ink, appearing to read "D. Witter", written over the right side of the professional seal.

08/23/2022

EXHIBIT 'A'

ELECTRIC UTILITY EASEMENT

SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON



Darryl F. Witter
08/23/2022

DON KARDONG BRIDGE
SPOKANE, WASHINGTON

EXHIBIT 'A'

 509.622.2888 • tdhengineering.com	DRAWN BY:	KJM	EXHIBIT 1/1
	DESIGNED BY:	DFW	
	QUALITY CHECK:	DNW	
	DATE:	8/23/22	
	JOB NO.	S19-194	
CAD NO. S19-194 EASEMENTS-REV1			

Exhibit B

Depiction of Trail Alignments

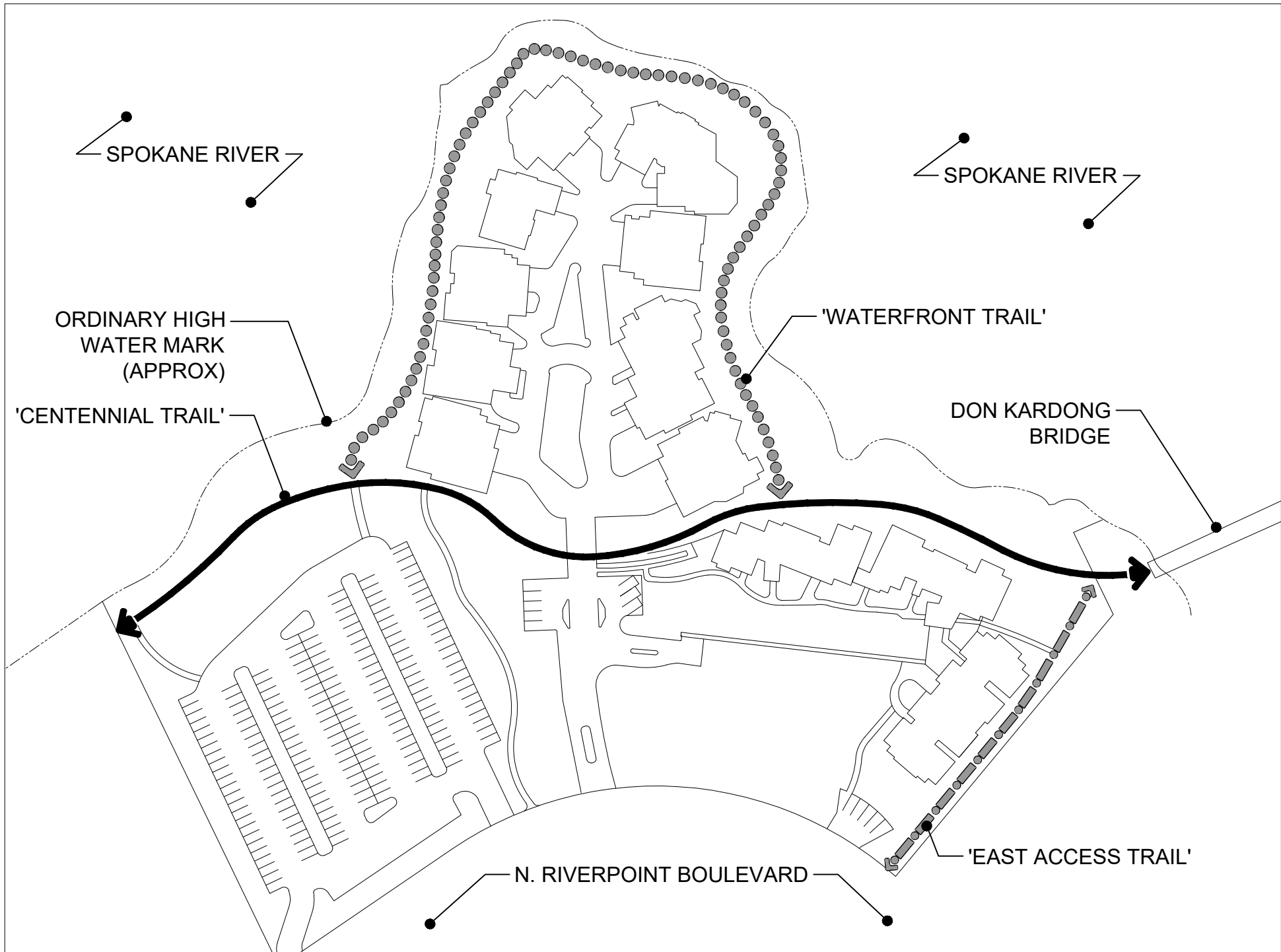
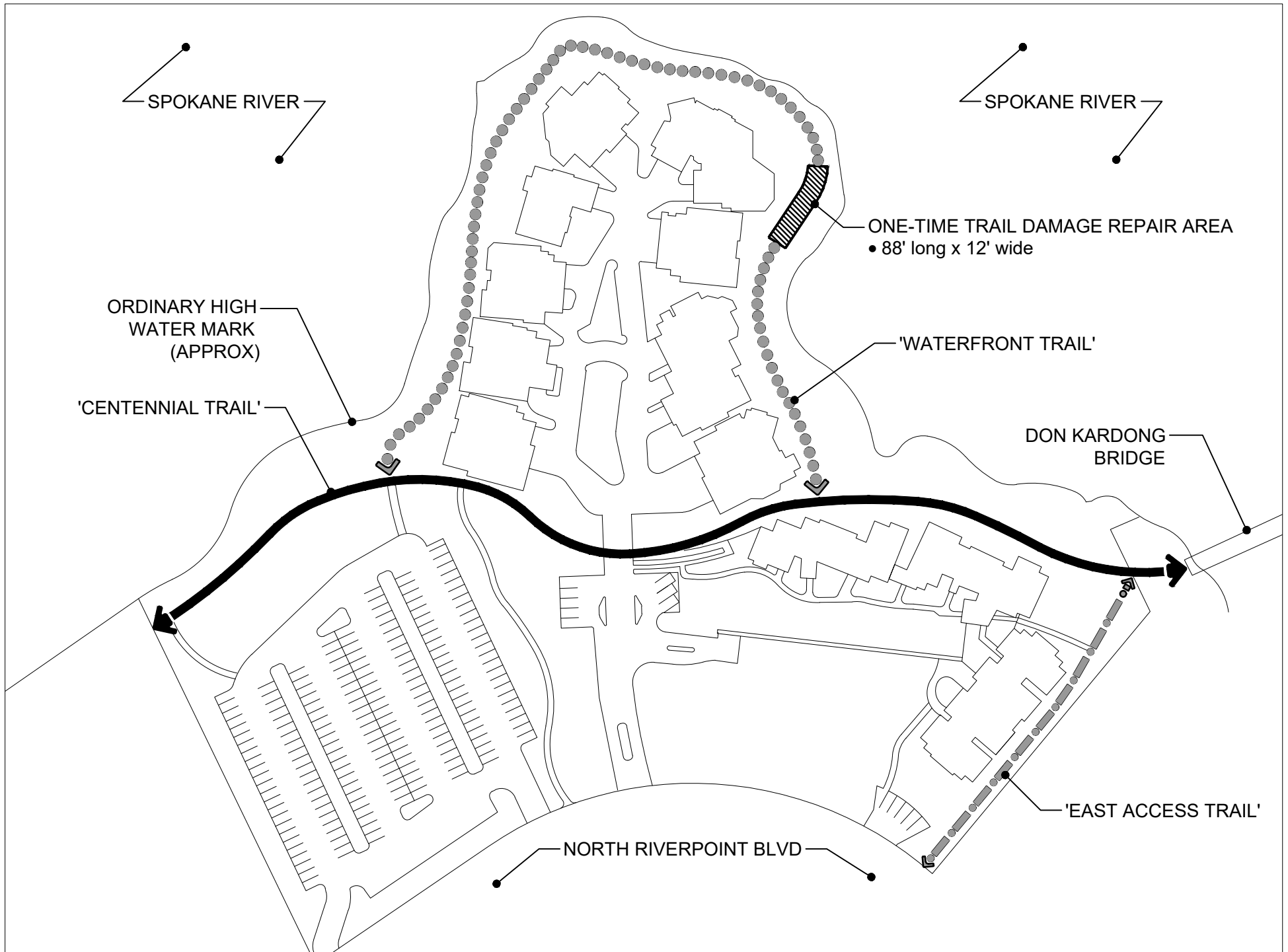


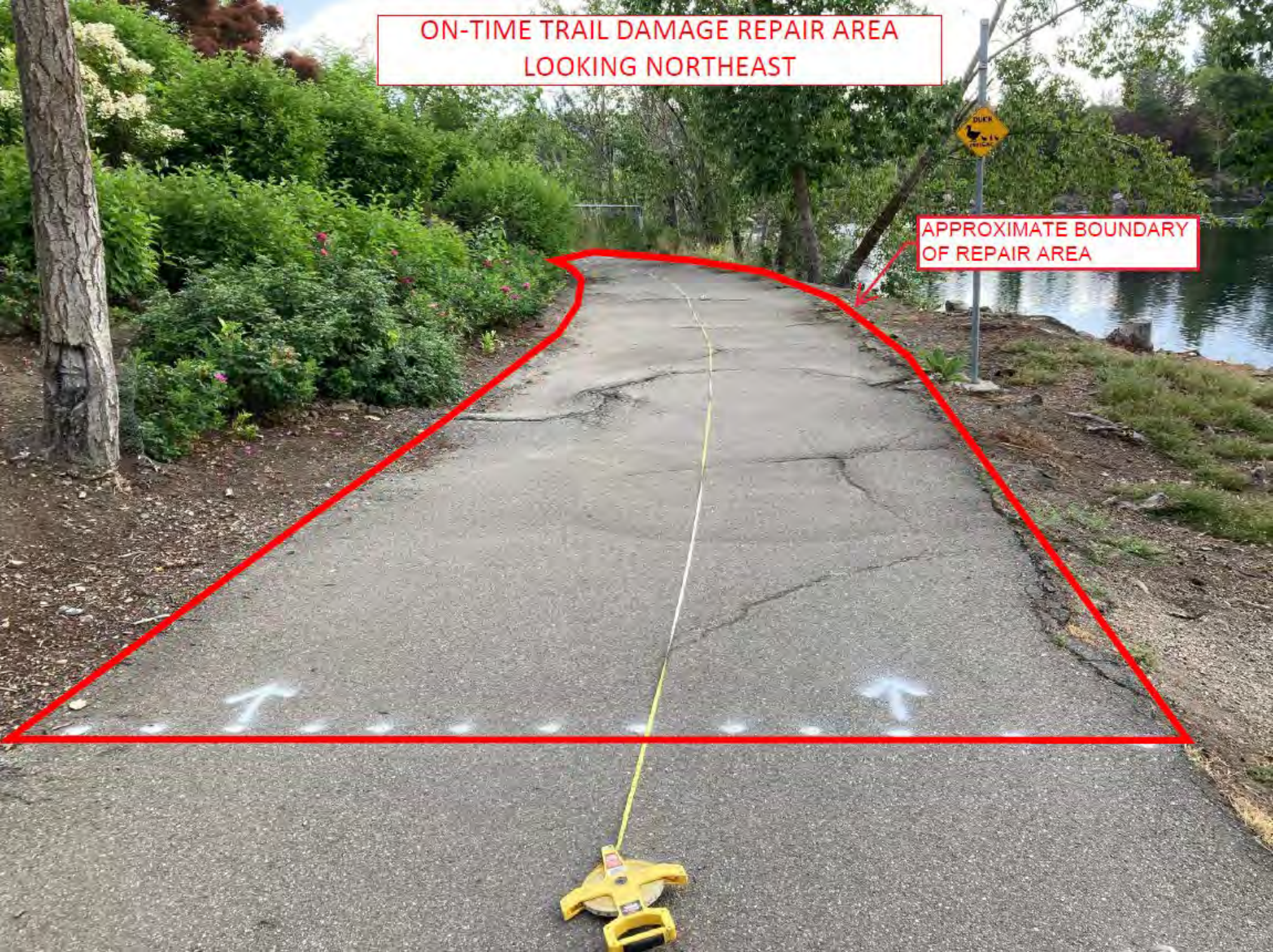
Exhibit C

One-Time Waterfront Trail Damage Repair



ON-TIME TRAIL DAMAGE REPAIR AREA
LOOKING NORTHEAST

APPROXIMATE BOUNDARY
OF REPAIR AREA



**ON-TIME TRAIL DAMAGE REPAIR AREA
LOOKING SOUTHWEST**

**APPROXIMATE BOUNDARY
OF REPAIR AREA**



**CORRESPONDENCE FROM RIVERPOINT
CONDOMINIUM ASSOCIATION**

From: [Kathleen McLean](#)
To: [Hamad, Nicholas](#)
Subject: Re: Revised 9.1 paragraph approved by Riverpoint Village Board
Date: Thursday, August 25, 2022 2:05:44 PM
Attachments: [image001.png](#)
[image003.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Nick,

The easement that you attached to your 8/24 email has been approved by all the Board of Riverpoint Village. Thank you for making all the changes.

Who would we contact from Garco with our request to remove the two benches? Would you send me the contact information. Kathy

From: Hamad, Nicholas <nhamad@spokanecity.org>
Sent: Wednesday, August 24, 2022 8:33 AM
To: Kathleen McLean <kmclean888@hotmail.com>
Subject: RE: Revised 9.1 paragraph approved by Riverpoint Village Board

Good Morning Kathleen,

Attached is the agreement updated with the revised language in section 9.1 as approved by your board and the revised easement area exhibit / legal descriptions. The lawn area west of the planting bed / rock wall is no longer included in the easement area as requested.

Please review and let me know if this is acceptable to the COA. If so, we will request the park board vote to approve the agreement on September 8, 2022.

Thank you again!

-nick



Nick Hamad, PLA | Park Planning and Development Manager | City of Spokane Parks & Recreation
Desk: 509.363.5452 | Cell: 509.724.3639 | SpokaneParks.org
Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure.- Chapter 42.56 RCW

Spokane Park Board

Briefing Paper



Committee	Land Committee		
Committee meeting date	August 31, 2022		
Requester	Nick Hamad	Phone number: 509.363.5452	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information <input checked="" type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other
City Clerks file (OPR or policy #)	OPR 2016-0420		
Item title: (Use exact language noted on the agenda)	Amendment to Southeast Sports Complex Access and Reciprocal Parking Easement Agreement with Radio Park, LLC. (no cost)		
Begin/end dates	Begins: 09/08/2022	Ends:	<input checked="" type="checkbox"/> Open ended
Background/history:			
<p>In 2017, City of Spokane Parks entered a public private partnership with KXLY to develop improvements at the Southeast Sports Complex. As a part of this partnership, the entities entered an 'Access and Reciprocal Parking Easement Agreement' for the purpose of maintaining and improvement public pedestrian and vehicular access to both the KXLY property and the Southeast Sports Complex of Regal Street & the Palouse Highway.</p> <p>In subdividing and developing their private property, KXLY has need to amend this agreement to adjust the boundaries of the Existing 'Easement Description C' area to align with current development plans. The proposed easement adjustment re-aligns the easement boundary with proposed parcel lines, ensures the 41 parking stalls provided in the initial easement area are still provided, and increases the overall easement area from ~33,800 square feet to ~38,200 square feet.</p>			
Motion wording:			
Move to approve Amendment to Southeast Sports Complex Access and Reciprocal Parking Easement Agreement with Radio Park, LLC. (no cost)			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No			
If so, who/what department, agency or company: Radio Park, LLC			
Name: Carl Guenzel		Email address: carlg@khco.com	Phone: 509.755.7543
Distribution:			
Parks – Accounting		Al Vorderbrueggen	
Parks – Pamela Clarke		Garrett Jones	
Requester: Nick Hamad		Carl Guenzel (carlg@khco.com)	
Grant Management Department/Name:			
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue			
Amount:		Budget code:	
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)		<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)	
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane		<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)	
<input type="checkbox"/> UBI: Business license expiration date:		<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)	

**AMENDMENT TO
ACCESS AND RECIPROCAL PARKING EASEMENTS**

This Amendment is made by and between the City of Spokane Parks Department ("**Grantor**") and Radio Park, LLC, a Washington limited liability company ("**KXLY**"), jointly referred to as "**Parties**."

RECITALS

1. On August 1, 2017, the Parties recorded the signed Access and Reciprocal Parking Easements ("**Easement and Agreement**") under Spokane County Auditor File No. 6626296 "providing for conveyance of easements with construction and maintenance of improvements that will provide pedestrian, vehicular access ("**Joint Access**") and vehicle parking for the benefitted properties" (which meant the Park Property, the adjacent KXLY Property, and the City Property as defined in Easement and Agreement).

2. Pursuant to the Parties' interests, it is reasonable and necessary to revise the Easement and Agreement as set forth on the "KXLY Southgate Binding Site Plan" dated June 12, 2019, which has been delivered to the Parties.

3. The existing easement (Exhibit C to the Original Easement) contained approximately 33,818.26 square feet for 41 parking stalls with the proposed easement containing 38,592 square feet for 41 parking stalls.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

1. Original Agreement. The Agreement entitled "Access and Reciprocal Parking Easement" existing between the City of Spokane Parks Department and Radio Park, LLC, a Washington limited liability company, is hereby incorporated by reference as if fully set forth herein ("**Easement and Agreement**"). This subsequent agreement is considered to be an Amendment of the Easement and Agreement.

2. Modification. The Easement and Agreement is modified by replacing EXHIBIT C (page 20 of 29 Auditor's File No. 6626296) with "Easement Description "C"," attached hereto as Attachment 1.

3. Limitation. Nothing contained herein shall be construed as revoking or otherwise altering any of the provisions found in the Original Agreement except as expressed herein. [] reserves the right to terminate or modify this Agreement in a manner consistent with the terms and provisions of the Original Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment this ____ day of _____, 2022.

GRANTOR:

CITY OF SPOKANE, PARK BOARD

By _____
Its: Chair

GRANTEE:

RADIO PARK, LLC, A WASHINGTON
LIMITED LIABILITY COMPANY

By _____
Its: _____

ATTACHMENT 1

Easement Description "C"

A parcel of land in Government Lot 9 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Government Lot 9, thence along the North line of said Government Lot 9, South 87°38'23" West a distance of 701.23 feet to the **POINT OF BEGINNING**;

Thence leaving said line South 02°21'37" East a distance of 48.87 feet;

Thence South 82°32'38" West a distance of 338.05 feet;

Thence in a Southwesterly direction with a tangent curve turning to the left with a radius of 28.00 feet, a chord bearing of South 40°02'57" West, a chord distance of 37.83 feet, a central angle of 84°59'22" and an arc length of 41.53 feet;

Thence South 02°26'44" East a distance of 172.21 feet;

Thence South 87°33'16" West a distance of 52.00 feet;

thence North 02°26'44" West a distance of 279.12 feet to said North line of Government Lot 9;

Thence along said North Line, North 87°38'23" East a distance of 414.39 feet to the **POINT OF BEGINNING** for this description.

Containing 38,208.86 S.F. (0.877 Acres) of land more or less.

BASIS OF BEARING is North 01°12'51" West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Northeast corner of said Government Lot 9.



EXHIBIT FOR DESCRIPTION "C"
S.4, T.24N., R.43E., W.M., CITY OF SPOKANE,
SPOKANE COUNTY, WA

GOV'T LOT 8



SCALE: 1" = 100'

APN. 34041.0037

EAST LINE OF THE
NORTHEAST QUARTER
OF SECTION 04.

REGAL STREET

APN. 34041.0038

NORTH LINE OF
GOV'T LOT 9

POINT OF
BEGINNING

N87°38'23"E 414.39'

S2°21'37"E 48.87'

NE CORNER OF GOV'T
LOT 9

S82°32'38"W 338.05'

R=28.00', L=41.53'
Δ=84°59'22"

GOV'T LOT 9

7/21/22

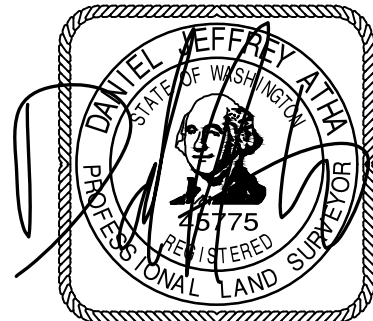
APN. 34041.9077

APN. 34041.9078

N2°26'44"W 279.12'

S2°26'44"E 172.21'

S87°33'16"W 52.00'



10 N. Post Street Suite 500
Spokane, Washington 99201
509 328 2994 Fax 509 328 2999

project	Southgate - KXLY	by	DJA	sheet no.	
location	City of Spokane, WA	date	07/20/22		1 of 1
client		checked	JEA	job no.	
		date	07/20/22		161129

08/03/17
GSP

ORIGINAL AGREEMENT

AGENDA SHEET FOR PARK BOARD MEETING OF: JUNE 8, 2017



Submitting Division
Parks & Recreation

Contact Person
Garrett Jones

Phone No.
363-5462

Department: Finance Operations Recreation/Golf Riverfront Park

Committee: Finance Golf Land Recreation Riverfront UFTC

Type of contract: New Renewal Amendment Extension Other

Beginning date: _____ Expiration date: _____ Open ended

OPR16-0420

CLERKS' FILE	_____
RENEWAL	_____
CROSS REF	_____
ENG	_____
BID	_____
REQUISITION	_____

AGENDA WORDING:

Revised KXLY Access and Reciprocal Parking Easement at Southeast Complex

BACKGROUND:

(Attach additional sheet if necessary)

RECEIVED
AUG 02 2017
CITY CLERK'S OFFICE

RECOMMENDATION:

To approve.

ATTACHMENTS: Include in packets. See back of Agenda Sheet for specific supporting document requirements.

SIGNATURES:

Requester - Garrett Jones

Dept. Manager - Garrett Jones

Director of Parks & Rec - Leroy Eadie

Parks Accounting - Megan Gureshi
Mark Sverung

Legal Dept. - Pat Dalton

DISTRIBUTION:

- Parks: Accounting _____
- Parks: Pamela Clarke _____
- Budget Manager: Tim Dunivant _____
- Requester: Garrett Jones _____

PARK BOARD ACTION:

APPROVED BY SPOKANE PARK BOARD

President

JUNE 8, 2017

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expenditure:	
_____	_____
_____	_____
_____	_____
_____	_____
Revenue:	
_____	_____
_____	_____
_____	_____
_____	_____

Existing vendor
 New vendor – If so, please include vendor packet

Supporting documents:

- | | |
|---|--|
| <input type="checkbox"/> Quotes/Solicitation (RFP, RFQ, RFB) | <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) ACH Forms |
| <input type="checkbox"/> Contractor is on the City's A&E Roster City of Spokane | <input type="checkbox"/> (for new contractors/consultants/vendors) Insurance |
| <input type="checkbox"/> Spokane Business registration expiration date: _____ | <input type="checkbox"/> Certificate (minimum \$1 million in General Liability) |

OPR 2016-0420

08/01/2017 12:06:02 PM

6626296

Recording Fee \$102.00 Page 1 of 29
Easement FIRST, AMERICAN TITLE INSURANCE COMPANY
Spokane County Washington



"We certify this to be a true and exact copy of the original."

A. McCunahan

Authorized Signature
First American Title Insurance Co

AFTER RECORDING MAIL TO:

Name Stanley Schwartz / Witherspoon Kelley
Address 422 W. Riverside Ave, Suite 1100
City/State Spokane, WA 99201

Document Title(s):

- 1. Access and Reciprocal Parking Easements

2843309-BC
2509133-BC

Reference Number(s) of Documents Assigned or released:

Grantor(s):

- 1. City of Spokane, Parks Department
- 2.
- [] Additional information on page of document

Grantee(s):

- 1. QueenB Radio, Inc., d/b/a KXLY, a Washington Corporation
- 2.
- [] Additional information on page of document

Abbreviated Legal Description:

PTN GL 8, 9 and 10 (NE 1/4), SEC 4 TWP 24N RGE 43E, SPOKANE COUNTY

Tax Parcel Number(s):

34041.0038, 34041.0037, 34041.9077

- [] Complete legal description is on page of document

R. E. Excise Tax Exempt

Date 7/31 2017

Spokane County Treas.

By *KS*

AFTER RECORDING RETURN TO:

Stanley M. Schwartz
Witherspoon Kelley
422 W. Riverside Ave, Suite 1100
Spokane WA 99201

ACCESS AND RECIPROCAL PARKING EASEMENTS

This Access and Reciprocal Parking Easement ("**Easement and Agreement**") is made and executed this 24th day of July, 2017 ("**Effective Date**") by and between the City of Spokane, Parks Department ("**Park Board**"), as "**Grantor**" and QueenB Radio, Inc., d/b/a KXLY, a Washington Corporation which term includes successors and assigns ("**KXLY**") as "**Grantee**", hereinafter jointly referred to as "**Parties**".

Recitals

A. The Park Board owns certain real property located in the City of Spokane, Spokane County, Washington, consisting of approximately 16.5 acres, as more particularly described on the attached Exhibit A ("**Park Property**"). The Park Property is developed as a youth sporting complex, which includes soccer fields, baseball diamonds, surface parking, and a storage area.

B. The Parties acknowledge and understand as follows: (1) The Park Property is commonly referred to as the Southeast Sports Complex and was previously improved with a grant (the "**Grant**") awarded by the State of Washington Interagency Committee for Outdoor Recreation (the "**Agency**"); (2) the exchange of easements under this Easement and Agreement is considered a "conversion" under guidelines administered the Agency (the "**Conversion**"); (3) Grantee is in the process of asking the Agency to approve the Conversion; and (4) obtaining Agency approval will require joint and mutual cooperation of the Parties, and will require appraisals prepared according to guidelines approved by the Agency demonstrating that the property interests received by the Park Board hereunder have a fair market value at least equivalent to that of the property interests being converted (the "**Appraisals**").

C. South and west of the Park Property, KXLY owns real property consisting of approximately 14 acres, as more particularly described on the attached **Exhibit B** ("**KXLY Property**"). The KXLY Property contains two existing broadcast towers, a generator building, improvements and open space.

D. Directly south of the Park Property, KXLY owns approximately fifteen (15) acres of property which is presently zoned CC2-DC, subject to a Development Agreement with the City of Spokane ("**Adjacent KXLY Property**"). See **Exhibit B-1**.

E. The City of Spokane owns land in between and adjacent to both the Park Property and the Adjacent KXLY Property which is the subject of a Purchase and Sale Agreement (Clerk's File OPR 2015-0920) between the City of Spokane and KXLY ("**City Property**").

F. A signalized intersection was recently installed at Regal Street and Palouse Highway (the "**Signalized Intersection**"). The Signalized Intersection improves traffic movements for north and south bound traffic on Regal Street and east bound traffic on Palouse Highway.

G. At present, pedestrians and vehicles access the Park Property through a driveway and parking lot located south of the Signalized Intersection.

H. The Parties believe that the development of the west leg of the Signalized Intersection will enhance the use and enjoyment of the Park Property, the Adjacent KXLY Property and the City Property ("**Benefitted Properties**") and wish to enter into an agreement providing for conveyance of easements with construction and maintenance of improvements that will provide pedestrian, vehicular access ("**Joint Access**"), and vehicle parking for the Benefitted Properties. See **Exhibit C**.

I. Simultaneous with the Parties' execution of this Easement and Agreement, the Parties have also entered into a (i) Ground Lease with City of Spokane Park Board ("**Ground Lease**"), and (ii) a License and Development Agreement ("**License and Development Agreement**"), of even date herewith. The Ground Lease provides for a lease of certain property by KXLY to the Park Board, and the License and Development Agreement provides for construction of the Joint Access as well as other improvements including, without limitation, a soccer field on the property covered by the ground lease.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein and of the benefits derived by Grantor, the Parties covenant and agree as follows:

1. **ACCESS AND PARKING EASEMENT**. Grantor does hereby grant, convey and deliver to Grantee, its successors and assigns a non-exclusive easement in, under, through and over the following described property:

(see attached Exhibit D)

hereinafter referred to as "**Easement Area**" upon the terms, covenants and conditions herein. This easement shall apply to all interests now owned or hereafter acquired in the Easement Area. Grantor further agrees that Grantee shall have a right of entry upon reasonable areas of the Park Property that is adjacent to the Easement Area to install, inspect, repair or maintain the Easement Area and perform any other related functions or duties provided following such entry the adjacent area is returned to the condition it was found, reasonable wear and tear excepted.

2. PURPOSE. This easement is conveyed to the Grantee for purpose of locating, constructing, maintaining and repairing a public pedestrian and vehicle access to the Benefitted Properties, plus outdoor surface vehicle parking and related landscaping with stormwater control together with the right to install, use and maintain underground sewer and water lines, electrical service lines and other public utilities to serve adjacent property in a manner that does not unreasonably interfere with the purpose of the easement ("**Access and Parking Easement**"). The improvements on the Easement Area will provide public access to the Benefitted Properties from Regal Street and Palouse Highway through the Signalized Intersection.

3. CONSIDERATION. The consideration for the easements is set forth in this Easement and Agreement and the License and Development Agreement between the Parties.

4. COVENANTS. Grantor and Grantee agree to the following.

A. Duration. The Access and Parking Easement and rights granted herein, shall run with the land to which the Easement Area is appurtenant (the "**Burdened Property**") and shall be perpetual in duration, and shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. This Easement and Agreement may be terminated by: (1) KXLY if it does not acquire the City Property or (2) the Park Board if KXLY does not commence development of the Joint Access as well as the Improvements described in the License and Development Agreement within four (4) years from the Effective Date and thereafter complete said improvements with reasonable diligence.

B. Interference. Grantor, without the consent of Grantee, may not grant other interests, rights or easements that allow the use of the Easement Area or areas adjacent thereto that unreasonably interfere with the use permitted through this Easement or the covenants set forth in this Section 4.

C. Development of Joint Access. KXLY, through its agents and contractor, shall, at its cost and expense, design, construct, warrant and otherwise develop the Joint Access as a local access commercial street. The Joint Access shall be open and available for use by the public in the same manner as other public streets in the City of Spokane, subject to the terms of this Easement and Agreement.

D. Maintenance. KXLY at its cost and expense will maintain and repair the street and related improvements on the Joint Access to a condition, at least, in reasonable conformance with the condition of curb, sidewalk and pavement adjacent to the Signalized Intersection. Maintenance and repair includes cleaning, removing litter, sweeping, snowplowing, repairing surface and structural damage and cracks which result from reasonable wear and tear.

In an emergency, Grantee shall have the right, but not the obligation, to enter the Easement Area and the Burdened Property for the purpose of installation, maintenance, repair, removal and replacement of the improvements or utilities in the Easement Area.

E. Conforming Easement to "As Built" Construction. Following construction of the Joint Access, KXLY shall provide a current survey that depicts (1) the Joint Access and (2) the boundary between the Park Property and the City Property consistent with the installed improvements.

F. Displacement of Park Department Surface Parking. Prior to construction of the Joint Access, KXLY and the Parks Department shall meet and confer to identify the number of and relocation of vehicle parking spaces on the Easement Area that will be displaced as a result of installing the Joint Access. It is intended that KXLY shall replace each displaced parking stall (estimated to be eight foot wide parking stalls) with at least one similar space prior to the full improvement and occupancy of the Adjacent KXLY Property pursuant to the then-existing City land use entitlements.

G. Development of Joint Use Parking. Following completion of the Joint Access, KXLY shall within a reasonable period develop vehicle parking in conformance with City of Spokane development standards on the Easement Area and KXLY Property, hereinafter the "**Joint Use Parking**" as depicted on Exhibit C. The parking shall be non-exclusive and be available on a "first come, first-serve basis" to persons who are using or otherwise occupying the Park Property, KXLY Property and Adjacent KXLY Property for its intended purpose. The number of available parking spaces for joint use is estimated to be 149.

5. RECIPROCAL PARKING AND ACCESS EASEMENT ON KXLY PROPERTY. In consideration for the Access and Parking Easement, KXLY hereby grants and conveys a perpetual non-exclusive easement to the Park Board, its employees, officers, agents, guests,

licensees and invitees who are using or occupying the Park Property (collectively, the "Permitted Users") to park motor vehicles on the KXLY Property with related vehicle and pedestrian ingress and egress on the areas depicted and legally described on Exhibit E, which areas include a driveway no less than 20 feet in width running between the southwest corner of easement area "B and the eastern edge of easement area "C", as depicted in said Exhibit E ("Reciprocal Easement"). In the event the Appraisals indicate that the fair market value of the easement interests received by KXLY hereunder exceed the fair market value of the Easement interests received by the Park Board, KXLY agrees to adjust the boundaries to increase the size of the easements conveyed to the Park Board hereunder such that the fair market value of the easements received by the Park Board are at least equal to the fair market value of the easement interests received by KXLY, determined according to Agency appraisal guidelines.

A. Duration. The Reciprocal Easement and rights granted herein shall run with the land to which the Reciprocal Easement is appurtenant, shall be perpetual in duration and binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The Reciprocal Easement shall automatically terminate if and when the Access and Parking Easement is terminated.

B. Use and Occupancy. The Joint Use Parking shall be free and open to the public during regular park hours for the Park Property, and may be used and occupied by persons and vehicles for reasonable periods consistent with the permitted use on the adjacent KXLY developed property and the use of the Park Property as open space and/or public sports fields for outdoor recreation. In the event KXLY, its successors and assigns finds that any person is using the Joint Use Parking in a manner which violates any term of this Easement and Agreement or any reasonable rule related to the Joint Use Parking, causes harm or creates a nuisance, KXLY may require the vehicle or person(s) to be removed therefrom. Prior to the removal of a vehicle KXLY may give notice by 1) contacting the person and/or 2) posting a notice on the vehicle to be removed. Twenty-four (24) hours after notice KXLY is authorized to remove the vehicle and take such other action as is reasonably necessary including storage or impoundment. KXLY shall defend, indemnify, and hold the Park Board harmless against any claims resulting from KXLY's removal of vehicles from the Easement Area.

C. Maintenance. KXLY shall be responsible to improve, maintain, repair, resurface, stripe, sweep, and remove snow and litter from the Joint Use Parking, at no cost to the Park Board. Appropriate signage for such available parking shall be placed on both the Park Property, City Property and KXLY Property in mutually agreed locations.

D. Assignment of Rights. KXLY understands that the Park Board will record an assignment of rights in the records of Spokane County that: (1) describes the Reciprocal Easement; (2) commits the Park Board to enforcing the terms of this

Easement and Agreement; (3) gives the Agency certain rights, which are co-held with the Park Board, for access to the Reciprocal Easement; (4) indemnifies the Agency with respect to the acts or omissions of KXLY and the Park Board on the Easement Area; and (5) requires the Park Board to consult with the Agency for any amendment of the Easement and Agreement, or conversion of the easement to another use.

6. INSURANCE.

A. KXLY shall, at its sole expense, obtain and keep in force throughout the term of this Easement and Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1.5 million per occurrence and \$2 million General Aggregate, naming the City of Spokane and Park Board, its officers, employees, contractors, agents, and other such persons or entities as the Park Board may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to KXLY's use and occupancy of the Easement Area, including non-owned automobile liability.

B. The Park Board shall, at its sole expense, obtain and keep in force throughout the term of this Easement and Agreement commercial general liability insurance on an occurrence basis with a combined single limit of no less than \$1.5 million per occurrence and \$2 million General Aggregate, naming KXLY, its officers, employees, contractors, agents, and other such persons or entities as KXLY may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to the Park Board's use and occupancy of the Reciprocal Easement, including non-owned automobile liability.

The above policies, including liability limits, shall be periodically adjusted upon mutual agreement to reflect generally accepted terms and limits for similar property in the City.

7. INDEMNIFICATION.

A. KXLY shall indemnify, defend, and hold the City of Spokane and Park Board harmless from all claims arising from the KXLY's use, occupancy, management, and maintenance of the Easement Area or from any activity, work or thing done, permitted or suffered by KXLY in or about the Easement Area, except to the extent such claim resulted from the act or omission of the City of Spokane or Park Board's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of KXLY's employees, agents, or contractors.

B. The Park Board shall indemnify, defend, and hold KXLY harmless from all claims arising from the Park Board's use, occupancy, management, and maintenance of the Reciprocal Easement or from any activity, work or thing done, permitted or suffered by the Park Board in or about the Reciprocal Easement, except to the extent such claim resulted from the act or omission of KXLY's employees, agents or contractors in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of the Park Board's employees, agents, or contractors.

8. MEDIATION. If either party has a claim or dispute under this agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the dispute.

If the Parties are unable to resolve the dispute within five (5) business days of the notice, the Parties shall engage a mediator to assist in resolving the dispute. The mediator's fees and costs shall be equally shared by the Parties. Thereafter, the Parties may exercise available legal remedies.

9. CORPORATE AUTHORITY. Grantor represents and warrants that he/she is duly authorized to execute and deliver this Easement on behalf of the City of Spokane, Parks Department in accordance with a duly adopted resolution of the Park Board in accordance with its Charter and bylaws, and that this Easement is binding upon the City of Spokane and said entity in accordance with its terms.

10. NOTICES. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, certified mail, return receipt requested, postage prepaid and addressed to the addresses listed below:

GRANTOR:

City of Spokane, Park Board
Attn: Parks and Recreation Director
808 West Spokane Falls Boulevard
Spokane, WA 99201

GRANTEE:

QueenB Radio, Inc.
Attn: Tim Anderson
500 W. Boone Avenue
Spokane, WA 99201

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

11. ENTIRE AGREEMENT/ ASSIGNMENT. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Easement Area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Agreement, or waiver of any of its terms, shall be effective unless in writing duly executed by the parties. This Easement may not be assigned without the written consent of Grantor, which consent will not be unreasonably withheld.

This Easement is effective the day and year set forth above.

GRANTOR:

GRANTEE:

CITY OF SPOKANE, PARK BOARD

QUEENB RADIO, A WASHINGTON CORPORATION

By 
Its: Chair President

By _____
Its: _____

Approved as to form:


Assistant City Attorney

The foregoing addresses may be changed by written notice to the other party as provided herein. Mailed notice properly given shall be deemed received three (3) days after deposit in the mail.

11. ENTIRE AGREEMENT/ ASSIGNMENT. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Easement Area. It is agreed that there are no verbal understandings or agreements which change the terms, covenants and conditions herein set forth. No modifications of this Agreement, or waiver of any of its terms, shall be effective unless in writing duly executed by the parties. This Easement may not be assigned without the written consent of Grantor, which consent will not be unreasonably withheld.

This Easement is effective the day and year set forth above.

GRANTOR:

CITY OF SPOKANE, PARK BOARD

By _____
Its: Chair

GRANTEE:

QUEENB RADIO, A WASHINGTON CORPORATION

By Richard M. Bevan
Its: President

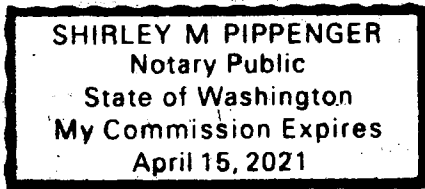
STATE OF WASHINGTON)

) ss.

County of Spokane)

On this 31st day of July, 2017, before me personally appeared Chris Knight, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Shirley M Pippenger
Printed Name: Shirley M Pippenger
Notary Public in and for the State of WA,
residing at Spokane
My Appointment expires 04/15/2021

STATE OF WASHINGTON)

) ss.

County of _____)

On this _____ day of _____, 2017, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of QueenB Radio, Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2017, before me personally appeared _____, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the City of Spokane, Park Board, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for the purposes thereof.

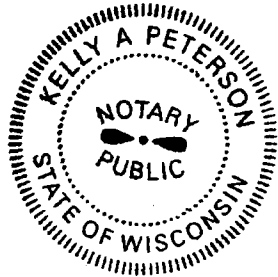
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of WA,
residing at _____
My Appointment expires _____

WISCONSIN
STATE OF WASHINGTON)
) ss.
County of Dane)

On this 24th day of July, 2017, before me personally appeared Elizabeth M. Burns, to me known to be the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of QueenB Radio, Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kelly A. Peterson
Printed Name: Kelly A. Peterson WI
Notary Public in and for the State of WA,
residing at Dane County
My Appointment expires June 8, 2020

THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT A (a "SCOUT Map of the Park Property)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

EXHIBIT B
KXLY Property

KXLY Property

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT B (a depiction of the KXLY Property)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

Legal Description for KXLY Property

THE EAST HALF OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 10, SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, WASHINGTON.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 9 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 9, THENCE N87°40'18"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 367.44 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE FROM SAID POINT OF BEGINNING S02°27'16"E A DISTANCE OF 665.47 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION, SAID POINT BEARING N87°41'12"E A DISTANCE OF 377.70 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER.

EXHIBIT B-1
Adjacent KXLY Property

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT B-1 (Adjacent KXLY Property)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

EXHIBIT B-1
Legal Description of Property

THE NORTHEAST QUARTER OF GOVERNMENT LOT 9, SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, WASHINGTON; EXCEPT COUNTY ROAD.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SAID GOVERNMENT LOT 9 LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 9, THENCE N87°40'18"E ALONG THE NORTH LINE THEREOF A DISTANCE OF 367.44 FEET TO THE POINT OF BEGINNING OF SAID LINE; THENCE FROM SAID POINT OF BEGINNING S02°27'16"E A DISTANCE OF 665.47 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION, SAID POINT BEARING N87°41'12"E A DISTANCE OF 377.70 FEET FROM THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER.

Spokane County Tax Parcel No. 34041.9077

EXHIBIT C

Joint Access and Parking Depiction

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT C (Joint Access and Parking Depiction)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

EXHIBIT D
Easement Area

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT D (Easement Area)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

Easement Description "A"

A parcel of land in Government Lot 8 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Government Lot 8, thence along the East line of said Government Lot 8 North $01^{\circ}12'51''$ West a distance of 150.03 feet to a point on a line being 150.00 feet North of the South line of said Government Lot 8; thence along said line South $87^{\circ}38'23''$ West a distance of 30.01 feet to the West right of way line of Regal Street and being the **POINT OF BEGINNING**;

Thence continuing **South $87^{\circ}38'23''$ West** a distance of 384.44 feet;

Thence leaving said line in a Northeasterly direction with a non-tangent curve turning to the right with a radius of 192.00 feet, having a chord bearing of **North $47^{\circ}44'13''$ East** a chord distance of **252.99 feet**, a central angle of $82^{\circ}25'18''$ and an arc length of 276.20 feet;

Thence **North $88^{\circ}56'52''$ East** a distance of **193.57 feet** to said West right of way of Regal Street;

Thence along said West right of way **South $01^{\circ}12'51''$ East** a distance of **157.90 feet** to the **POINT OF BEGINNING** for this description.

Containing **54721.56 S.F. (1.256 Acres)** of land more or less.

BASIS OF BEARING is North $01^{\circ}12'51''$ West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Southeast corner of said Government Lot 8.

EXHIBIT E
Reciprocal Easement

[exhibit on next page]

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

EXHIBIT E (Reciprocal Easement)

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

Easement Description "B"

A parcel of land in Government Lot 8 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Government Lot 8, thence along the South line of said Government Lot 8, South 87°38'23" West a distance of 370.21 feet to the **POINT OF BEGINNING**;

Thence continuing **South 87°38'23" West** a distance of **229.91** feet to a point on a line being 600.00 feet West of the East Line of said Government Lot 8;

Thence along said line **North 01°12'51" West** a distance of **150.03** feet to a point on a line being 150.00 feet North of the South line of said Government Lot 8;

Thence along said line **North 87°38'23" East** a distance of **235.05** feet;

Thence leaving said line in a Southerly direction with a non-tangent curve turning to the left with a radius of 129.49 feet, having a chord bearing of **South 03°38'41" West** and a chord distance of **13.66 feet**, having a central angle of 06°02'48" and an arc length of 13.67 feet;

Thence **South 01°08'50" West** a distance of **126.26** feet;

Thence **South 02°19'23" East** a distance of **5.04** feet;

Thence in a Southerly direction with a tangent curve turning to the left with a radius of 14.50 feet, having a chord bearing of **South 13°09'32" East** and a chord distance of **5.45 feet**, having a central angle of 21°40'17" and an arc length of 5.48 to the **POINT OF BEGINNING** for this description.

Containing **34710.42 S.F. (0.797 Acres)** of land more or less.

BASIS OF BEARING is North 01°12'51" West a distance of 2662.89 feet between the East Quarter Corner of Section 32 and the Southeast corner of said Government Lot 8.

**THIS ATTACHMENT TO THE ACCESS AND RECIPROCAL PARKING EASEMENTS IS
IN LIEU OF RECORDING CERTAIN DOCUMENTS IDENTIFIED BELOW**

The following documents are attached to the original executed Access and Reciprocal Parking Easements:

**EXHIBIT E -Page 4 (Exhibit for Description "C" S, 4, T.24N, R.43E, W.M., City of Spokane,
prepared by Coffman Engineers for Southgate - KXLY)**

Note, the Spokane County Auditor under return no. 27578 stated the following "all maps have some illegible print and/or text, some have lines through text, blueprint drawings are not clear and are unscannable. Some maps have font that is smaller than 8 PT and illegible.

The above "Return for Correction" dated July 20, 2017 was prepared by Shawn Oster, Auditor's recording department, Senior Recorder.

Easement Description "C"

A parcel of land in Government Lot 9 in the Northeast Quarter of Section 04, Township 24 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, Washington, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Government Lot 9, thence along the North line of said Government Lot 9, **South 87°38'23" West** a distance of **538.52** feet to the **POINT OF BEGINNING**;

Thence leaving said line **South 02°21'37" East** a distance of **44.97** feet;

Thence **South 85°28'59" West** a distance of **44.83** feet;

Thence along a non-tangent curve to the left with a radius of **187.14** feet, chord bearing of **South 63°53'32" West**, chord distance of **121.68** feet, central angle of **37°56'45"** and an arc length of **123.94** feet;

Thence **South 87°40'37" West** a distance of **258.06** feet;

Thence **North 02°26'44" West** a distance of **95.49** feet to said North line of Government Lot 9;

Thence along said North Line **North 87°38'23" East** a distance of **414.39** feet to the **POINT OF BEGINNING** for this description.

Containing **33,818.26** S.F. (**0.776** Acres) of land more or less.

BASIS OF BEARING is North **01°12'51" West** a distance of **2662.89** feet between the East Quarter Corner of Section 32 and the Northeast corner of said Government Lot 9.

MEMORANDUM

November 8, 2016

To: City of Spokane Park Board

From: Pat Dalton, Assistant City Attorney

Re: KXLY/Southside Athletics Complex

Dear Park Board Members,

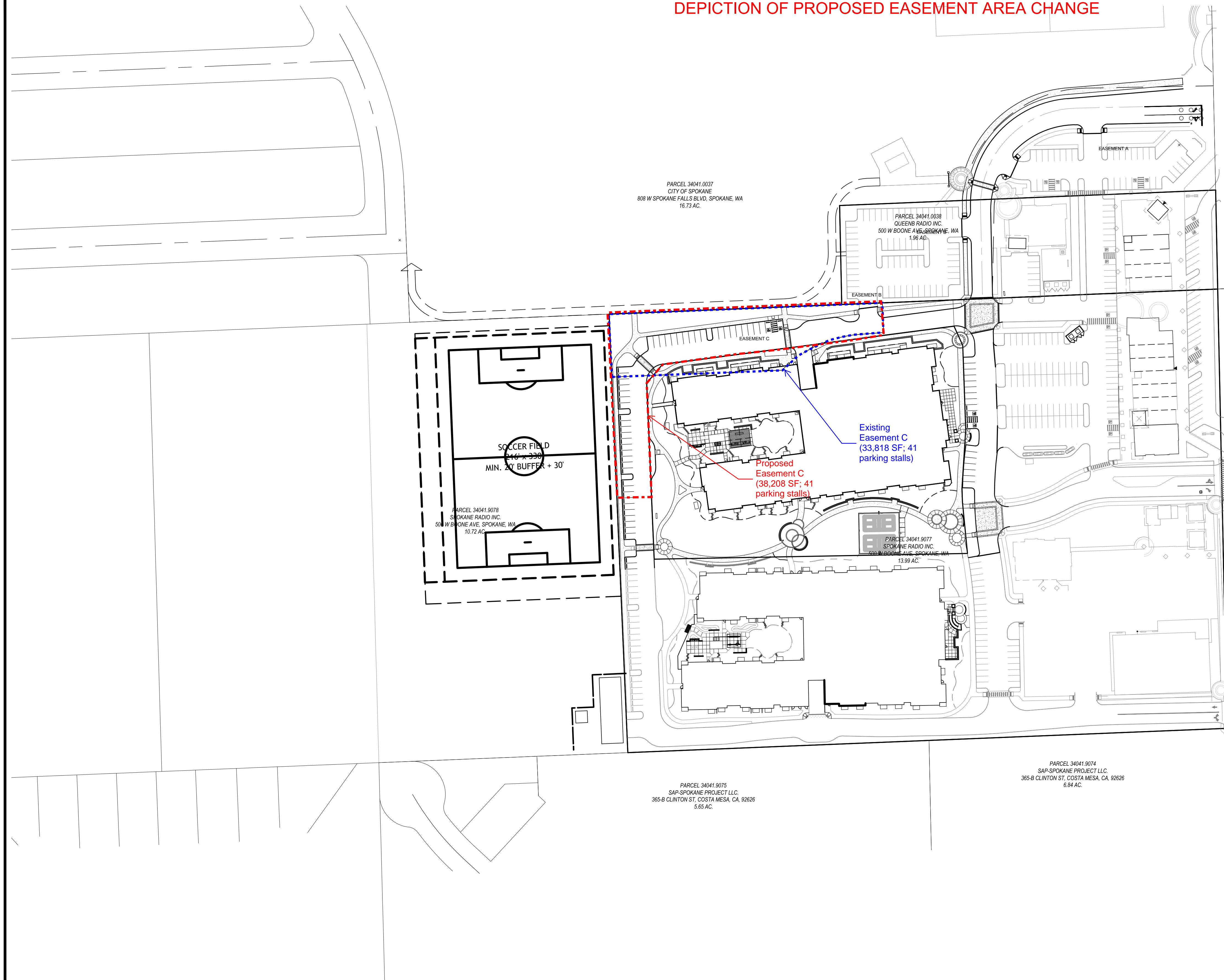
This Office has examined the legal requirements and limitations of Park Board authority as those limitations and requirements apply to the Regal Property transaction. We have examined various documents necessary for the construction of public vehicle and pedestrian access, reconstruction of existing parking lots, restrooms, concession and storage buildings, sidewalks, hardscape, signage and landscaping, and the installation of a soccer field on the KXLY/Southside Athletics Complex site. We have also examined the License and Development Agreement, the Ground Lease, and Access and Parking Easements. We have previously opined that the Park Board has the legal authority to grant a "perpetual easement" across park property in favor of KXLY and further has the legal authority to enter into a long-term agreement to lease real property from KXLY.

It is our opinion that Park Board has the legal authority to approve the Ground Lease With City of Spokane Park Board, which is on the Board's Agenda for the Board's November meeting. Assuming the Park Board approves the Ground Lease, it will go to the Mayor for his signature.

KXLY SOUTHGATE BINDING SITE PLAN

S.4, T.24N., R.43E., W.M., CITY OF SPOKANE, SPOKANE COUNTY, WA

DEPICTION OF PROPOSED EASEMENT AREA CHANGE



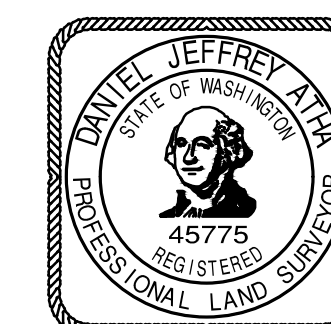
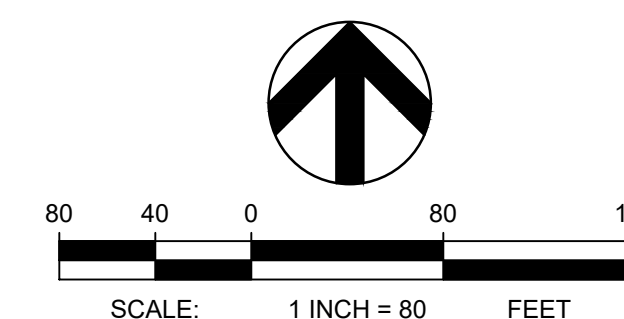
KEY NOTES

6. **EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
 RECORDED: JUNE 27, 1963
 RECORDING INFORMATION: 946940B
 IN FAVOR OF: THE WASHINGTON WATER POWER COMPANY, A WASHINGTON CORPORATION
 FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
 AFFECTS: DOESN'T AFFECT PROPERTY
7. **EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
 RECORDED: DECEMBER 11, 1984
 RECORDING INFORMATION: 8412110197
 IN FAVOR OF: THE WASHINGTON WATER POWER COMPANY, A WASHINGTON CORPORATION
 FOR: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM
 AFFECTS: DOESN'T AFFECT PROPERTY
8. **EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
 RECORDED: 9106110206
 IN FAVOR OF: CITY OF SPOKANE
 FOR: UTILITY PURPOSES
 AFFECTS: 20' WIDE PORTION ALONG NORTH BOUNDARY OF PARCEL 34041.9078 AND 34041.9005 (DOESN'T AFFECT PROPERTY)
9. **SEWER EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**
 BETWEEN: SPOKANE TELEVISION AND RADIO, INC.
 AND: RUDEEN DEVELOPMENT
 RECORDING INFORMATION: 9310040070
 AFFECTS: 20' WIDE PORTION ALONG SOUTH BOUNDARY OF PARCEL "B", PARCEL 34041.9078, AND 34041.9005
10. **THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "TITLE NOTICE"**
 RECORDED: DECEMBER 12, 2000
 RECORDING INFORMATION: 4541260
 AFFECTS: PARCEL "B" (BLANKET IN NATURE, RIGHT OF SPOKANE COUNTY FOR INSPECTION AND COPYING)
11. **EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
 RECORDING INFORMATION: 4543086; DECEMBER 19, 2000
 IN FAVOR OF: CITY OF SPOKANE ET. AL.
 FOR: THE FREE AND UNOBSTRUCTED USE AND PASSAGE OF ALL TYPES OF AIRCRAFT THROUGH THE AIRSPACE OVER OR IN THE VICINITY OF THE PROPERTY HEREIN DESCRIBED
 AFFECTS: WEST PORTION OF PARCEL "B", ALL OF PARCEL 34041.9078
12. **ACKNOWLEDGEMENT OF NO PUBLIC RIGHT-OF-WAY ACCESS TO PARCEL**
 GRANTOR: KXLY RADIO AND TELEVISION
 GRANTEE: KXLY RADIO AND TELEVISION
 RECORDED: JULY 29, 2005
 RECORDING NO.: 5252340
 AFFECTS: PARCEL "B", LETTER OF ACKNOWLEDGEMENT FOR FUTURE EASEMENT ACCESS
13. **TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED LOT LINE ADJUSTMENT (BOUNDARY REVISIONS)**
 RECORDED: JANUARY 03, 2007
 RECORDING INFORMATION: 5480261
 AFFECTS: CREATES PARCELS AS SEEN TODAY
14. **DEVELOPMENT AGREEMENT KXLY AND THE TERMS AND CONDITIONS THEREOF:**
 BETWEEN: CITY OF SPOKANE
 AND: SPOKANE RADIO, INC., AS KXLY
 RECORDING INFORMATION: 5865674; JANUARY 07, 2010
 AFFECTS: PARCEL "B"
15. **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**
 BETWEEN: CITY OF SPOKANE, A WASHINGTON MUNICIPAL CORPORATION
 AND: SPOKANE RADIO, INC., A SUBSIDIARY OF SPOKANE TELEVISION INC., A WASHINGTON CORPORATION AND QUEENB RADIO, INC.
 RECORDING INFORMATION: 6626294
 AFFECTS: ALL OF PARCEL "A" (BLANKET IN NATURE)
16. **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**
 BETWEEN: CITY OF SPOKANE, A WASHINGTON MUNICIPAL CORPORATION
 AND: SPOKANE RADIO, INC., A SUBSIDIARY OF SPOKANE TELEVISION INC., A WASHINGTON CORPORATION AND QUEENB RADIO, INC.
 RECORDING INFORMATION: 6626294
 AFFECTS: ALL OF PARCEL "B" (BLANKET IN NATURE)
17. **A GROUND LEASE WITH CITY OF SPOKANE PARK BOARD AND THE TERMS AND CONDITIONS THEREOF:**
 LESSOR: QUEENB RADIO, INC., A WASHINGTON CORPORATION D/B/A KXLY
 LESSEE: CITY OF SPOKANE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON ACTING THROUGH ITS PARK BOARD.
 TERM: 20 YEARS WITH AN ADDITIONAL 20 YEAR EXTENSION
 DATED: JULY 24, 2017
 RECORDED: AUGUST 01, 2017
 RECORDING INFORMATION: 6626295
 AFFECTS: NORTHEAST CORNER OF PARCEL 34041.9078
18. **EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN:**
 RECORDING INFORMATION: 6626296, AUGUST 01, 2017
 IN FAVOR OF: QUEENB RADIO, INC., D/B/A KXLY, A WASHINGTON CORPORATION
 FOR: ACCESS AND RECIPROCAL PARKING EASEMENTS
 AFFECTS: WEST PORTION OF PARCEL "B", NORTHWEST PORTION OF PARCEL "A", AND SOUTHEAST PORTION OF PARCEL 34041.0037
19. **ACCESS AND RECIPROCAL PARKING EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**
 BETWEEN: CITY OF SPOKANE, PARKS DEPARTMENT
 AND: QUEENB RADIO, INC., D/B/A KXLY, A WASHINGTON CORPORATION.
 RECORDING INFORMATION: 6626296
 AFFECTS: ALL OF PARCEL "A" AND PARCEL "B"

LEGEND

	BOUNDARY
	CENTERLINE
	EASEMENT

UTILITY STATEMENT
 LOCATION OF EXISTING UNDERGROUND UTILITIES HAVE BEEN TAKEN FROM DRAWINGS AND FIELD LOCATES SUPPLIED BY THE APPROPRIATE UTILITY COMPANIES. UTILITY LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE ONLY. PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EACH UTILITY.



COFFMAN ENGINEERS				10 N. Post Street Suite 500 Spokane, Washington 99201 Tel 509 328 2994 Fax 509 328 2999
KXLY SOUTHGATE				
BINDING SITE PLAN				
BOUNDARY AND EXISTING EASEMENTS				
DRAWING TITLE	PROJECT NO.	SCALE:	DATE:	REVISION NO.
	161129	1" = 80'	JUNE, 12, 2019	
DESIGNED BY:	N/A	CHECKED BY:	N/A	DRAWING NO.
DRAWN BY:	TJW/KMR	REVIEWED BY:	JE/DJA	2 OF 2

Spokane Park Board

Briefing Paper



Committee	Land		
Committee meeting date	Aug. 31, 2022		
Requester	Berry Ellison	Phone number: 625-6276	
Type of agenda item	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input checked="" type="radio"/> Information <input type="radio"/> Action
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/extension	<input type="radio"/> Amendment/change order <input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)			
Item title: (Use exact language noted on the agenda)	Liberty Park playground design status		
Begin/end dates	Begins: 02/14/2022	Ends: 06/30/2023	<input type="checkbox"/> Open ended
Background/history:	<p>Liberty Park Playground improvements are in excess of 4,000sf and include play equipment for ages 2-12 years, lighting and electrical, earthworks, landscape and irrigation, concrete flat work, and restroom improvements. The design offered concept drawings for city staff review prior to progressing to bid documents.</p> <p>The construction budget is targeted at \$575,000.</p> <p>Your thoughts and criticisms are welcome.</p>		
Motion wording:			
Approvals/signatures outside Parks:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
If so, who/what department, agency or company:			
Name: Michael Terrell	Email address: mterrell@mt-la.com	Phone: 509 922-7449	
Distribution:			
Parks – Accounting	nhamad@spokanecity.org		
Parks – Pamela Clarke			
Requester: Berry Ellison	bellison@spokanecity.org		
Grant Management Department/Name:	gjones@spokanecity.org		
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue			
Amount:	Budget code:		
\$0			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents:			
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)		
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)		
<input checked="" type="checkbox"/> UBI: 603-368-643 Business license expiration date: 1/31/23	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)		

CALLOUTS

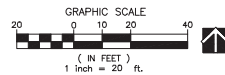
- 1 CONCRETE CONTAINMENT CURB, SEE SHEET LD-1, DETAIL C.
- 2 6" CONCRETE MONOCURB, SEE SHEET LD-1, DETAIL H.
- 3 BENCH ON CONCRETE PAD, SEE SHEET LD-2, DETAILS B AND C.
- 4 TRASH RECEPTACLE ON CONCRETE PAD, SEE SHEET LD-2, DETAIL D.
- 5 BERM, 3:1 SLOPE.

LEGEND

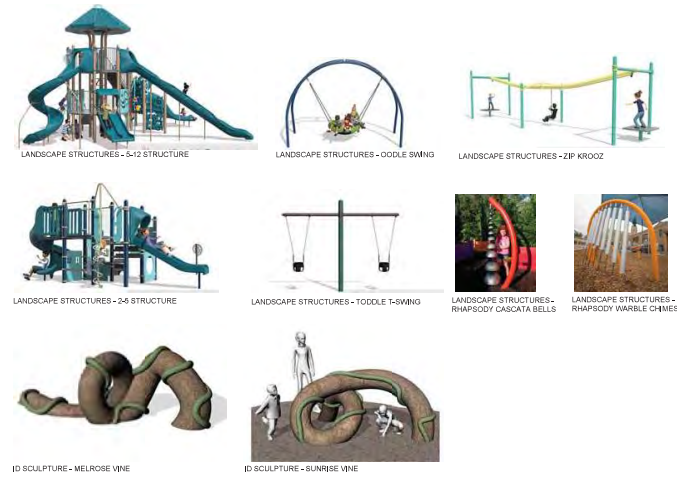
- CONCRETE WALK.
- POURED IN PLACE SURFACING - FLEXGROUND ENDURAFLEX.
- ENGINEERED WOOD FIBER, 12" DEPTH MINIMUM.
- PLANTER AREA WITH 2" MINERAL MULCH, SEE LANDSCAPE PLAN FOR TYPE AND DEPTH.



(A) CONSTRUCTION PLAN



PROPOSED EQUIPMENT



CONSTRUCTION NOTES

1. CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
2. CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE UTILITY WORK, SLEEVE AND IRRIGATION INSTALLATION TO AVOID CONFLICTS BETWEEN UTILITIES, IRRIGATION EQUIPMENT AND THE PLACEMENT OF TREES, SHRUBS AND LANDSCAPE EDGING/MOWBOARDS.
4. THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTIONS AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.
6. CONTRACTOR TO COORDINATE THESE PLANS WITH CIVIL, ELECTRICAL AND ARCHITECTURAL PLANS. IMMEDIATELY NOTIFY OWNER'S REPRESENTATIVE IF CONFLICTS BETWEEN PLANS ARE IDENTIFIED OR IF ADDITIONAL INFORMATION OR CLARIFICATION IS REQUIRED FOR COORDINATION.
7. PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL CURBS AND WALKS DAMAGED DURING CONSTRUCTION.
8. LAYOUT AND EXTENT OF EXCAVATION TO BE STAKED AND REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT AND/OR OWNER.
9. LIABLE FOR ENCROACHMENT: THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND UNDERSTANDING THE LIMITS OR WORK. CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION OF ENCROACHMENT ONTO ADJACENT PROPERTY, RIGHTS-OF-WAY, EASEMENTS, SET-BACKS, OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.

LAYOUT NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD A DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
2. ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINES OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
3. LAYOUT IS BASED ON THE POINT(S) OF BEGINNING (P.O.B.) AND BASELINE(S) OR GRID SYSTEM AS SHOWN.
4. ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.
5. LAYOUT AND FINAL GRADES TO BE APPROVED BY OWNER'S REPRESENTATIVE. SEE SPECIFICATIONS FOR FINISH GRADE REQUIREMENTS FOR FIELDS.

MATERIAL NOTES

1. ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
2. CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4"x4" SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
3. ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO DETAILS AND SPECIFICATIONS FOR PRECISE LOCATION AND GATE OPERATION.
4. ASPHALT SHALL NOT BE INSTALLED UNTIL ALL EDGES AND SITE FURNISHING PADS ARE INSTALLED.
5. DO NOT PLACE ANY ATHLETIC FIELD MATERIAL UNTIL SUBMITTALS ARE FULLY APPROVED. MATERIAL SUBMITTALS WILL BE COMPARED TO DELIVERED MATERIAL.



REVISION	DATE
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DATE	22-007
BY	8/22/22
DESIGN	SLH
CHECKED	MDT



MICHAEL TERRELL - LANDSCAPE ARCHITECTURE, PLLC
 1421 N. MEADOWWOOD LANE, SUITE 150
 LIBERTY LAKE, WA 99019
 PHONE (509) 922-7449



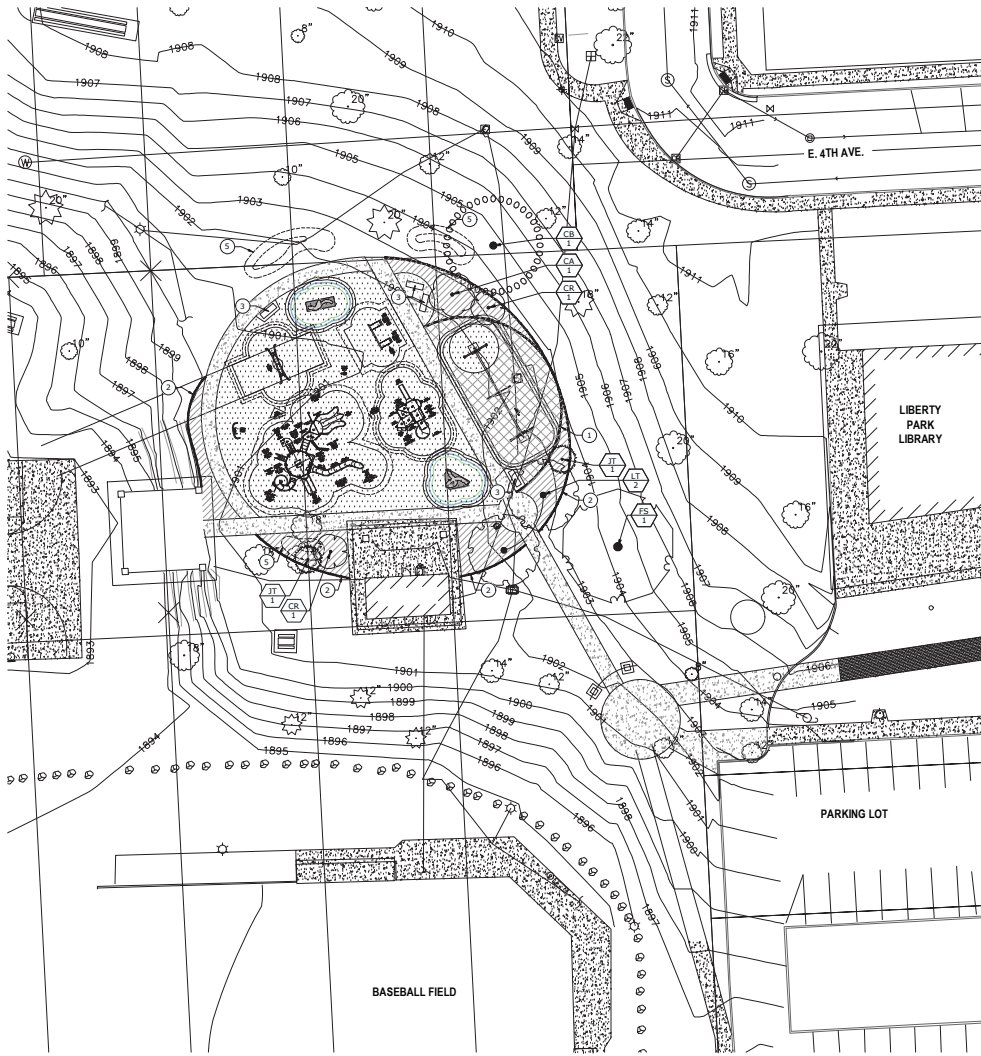
PRELIMINARY - NOT FOR CONSTRUCTION

CALLOUTS

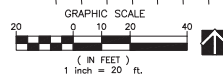
- 1 CONCRETE CONTAINMENT CURB, SEE SHEET LD-1, DETAIL C.
- 2 6" CONCRETE MOWCURE, SEE SHEET LD-1, DETAIL H.
- 3 BENCH ON CONCRETE PAD, SEE SHEET LD-2, DETAILS B AND C.
- 4 TRASH RECEPTACLE ON CONCRETE PAD, SEE SHEET LD-2, DETAIL D.
- 5 BERM, 3:1 SLOPE.

LEGEND

- NEW CONCRETE WALK.
- POURED IN PLACE SURFACING - FLEXGROUND ENDURAFLEX.
- ENGINEERED WOOD FIBER.
- PLANTER AREA WITH 2" MINERAL MULCH, SEE LANDSCAPE PLAN.



A LANDSCAPE PLAN



PLANT LEGEND

TREES	BOTANICAL / COMMON NAME	CONT.	QTY
CA	Corylus avellana 'Contorta' / Contorted Filbert	2" Cal.	1
CB	Cedrus atlantica 'Glauca' / Blue Atlas Cedar	7-8" Tall	1
CR	Cornus coccinea 'Royal Purple' / Royal Purple Smoke Tree	2" Cal.	2
FS	Fagus sylvatica / European Beech	2" Cal.	1
JT	Juniperus chinensis 'Tortuosa' / Hollywood Juniper	15 gal.	2
LT	Liriodendron tulipifera 'JFS-Qz' 'TM' / Emerald City Tulip Poplar	2" Cal.	2

SHRUBS	BOTANICAL / COMMON NAME	SIZE
AR	Allium x 'ALLNIGHT' / Millennium Ornamental Onion	8" Pot
CO2	Cyrtomena japonica 'Glossosa Nova' / Dwarf Japanese Cedar	1 gal
HS	Helictotrichon sempervirens / Blue Oats / Blue Oat Grass	1 gal
HW	Hydrangas quercifolia 'New Wave' / New Wave Galled Hydrangea	2 gal
MN2	Miscanthus sinensis 'Little Miss' / Little Miss Lullala Grass	1 gal
PP	Picea sibirica 'Nana' / Dwarf Siberian Spruce	2 gal
TT	Thuja occidentalis 'Golden Tuffet' / Golden Tuffet Arborvitae	1 gal

PLANT QUANTITY NOTE: CONTRACTOR SHALL VERIFY QUANTITIES IN PLANT LEGEND WITH PLANT SYMBOLS ON PLANS.

PLANT CALLOUTS

- XX - PLANT ABBREVIATION
- # # - NUMBER OF PLANTS
- EX - EXISTING

PLANTING NOTES

- CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION. TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
- CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
- THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTIONS AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNER'S REPRESENTATIVES OF DISCREPANCIES. VERIFY THAT SUB GRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR ACCEPTS SUB GRADES UPON COMMENCEMENT OF WORK AND IS RESPONSIBLE FOR ANY CORRECTIONS REQUIRED AFTER WORK BEGINS.
- REMOVE ALL CONSTRUCTION DEBRIS, CONCRETE, MORTAR, ROCKS, ETC FROM LANDSCAPE AREAS PRIOR TO SUB GRADE PREPARATION AND INSTALLATION OF PLANTING SOIL.
- TREES AND SHRUBS TO MEET REQUIREMENTS OF AMERICAN STANDARD FOR NURSERY STOCK FOR SIZE AND MATERIAL CONDITION.
- PLANT COUNTS IN LEGEND ARE FOR REFERENCE ONLY. PLANT SYMBOLS DICTATE THE REQUIRED PLANTS.
 - a. PLANTING SOIL SCHEDULE (SEE SPECIFICATIONS):
 - 1. HYDROSEEDED LAWN AREAS: 4" OF APPROVED PLANTING SOIL TYPE 'B'.
 - 2. SODDEED LAWN AREAS: 4" OF APPROVED PLANTING SOIL TYPE 'B'.
 - 3. PLANTING AREAS: 6" OF APPROVED PLANTING SOIL TYPE 'B'.
- MINERAL MULCH SCHEDULE (SEE SPECIFICATIONS):
 - a. PLANTING AREAS: 2" OF MINERAL MULCH TYPE 'A'. 5/8" BASALT CHIP
- ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM. SEE IRRIGATION PLANS AND SPECIFICATIONS.
- TREE LOCATIONS MAY VARY DEPENDING ON WALK, DRIVEWAY, AND UTILITY LOCATIONS. STAKE FOR APPROVAL PRIOR TO PLANTING.
- LAYOUT OF MOWCURES AND EDGING TO BE MARKED FOR APPROVAL PRIOR TO INSTALLATION.
- DO NOT COMPACT BOTTOMS OF SWALES, PROTECT SWALES FROM CONSTRUCTION TRAFFIC AND DEBRIS. SEE CIVIL PLANS FOR SOILS IN SWALES.
- ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED. MULTI-TRUNKED TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE SPECIFIED.
- TREES OF THE SAME SPECIES SHALL BE MATCHED FROM SAME LOT AND GROWER.
- FINISH GRADE TO BE:
 - a. PLANTING AREAS: 2 1/2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS BEFORE INSTALLATION OF MINERAL/ORGANIC MULCH.
 - b. TURF AREAS, SEEDS: 2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS.
 - c. TURF AREAS, SODDED: 2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS.



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LIBERTY LAKE, WA 99019
PHONE (509) 922-7449

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

PRELIMINARY - NOT FOR CONSTRUCTION



Michael Terrell
Landscape Architecture, PLLC
1421 N. MEADOWWOOD LANE
SUITE 150
LIBERTY LAKE, WA
99019-2449



LIBERTY PARK PLAYGROUND
SPOKANE, WA
CITY OF SPOKANE
LANDSCAPE PLAN

REVISION	DATE
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PROJECT	22-007
DATE	8/22/22
DESIGNER	SLH
CHECKER	MDT

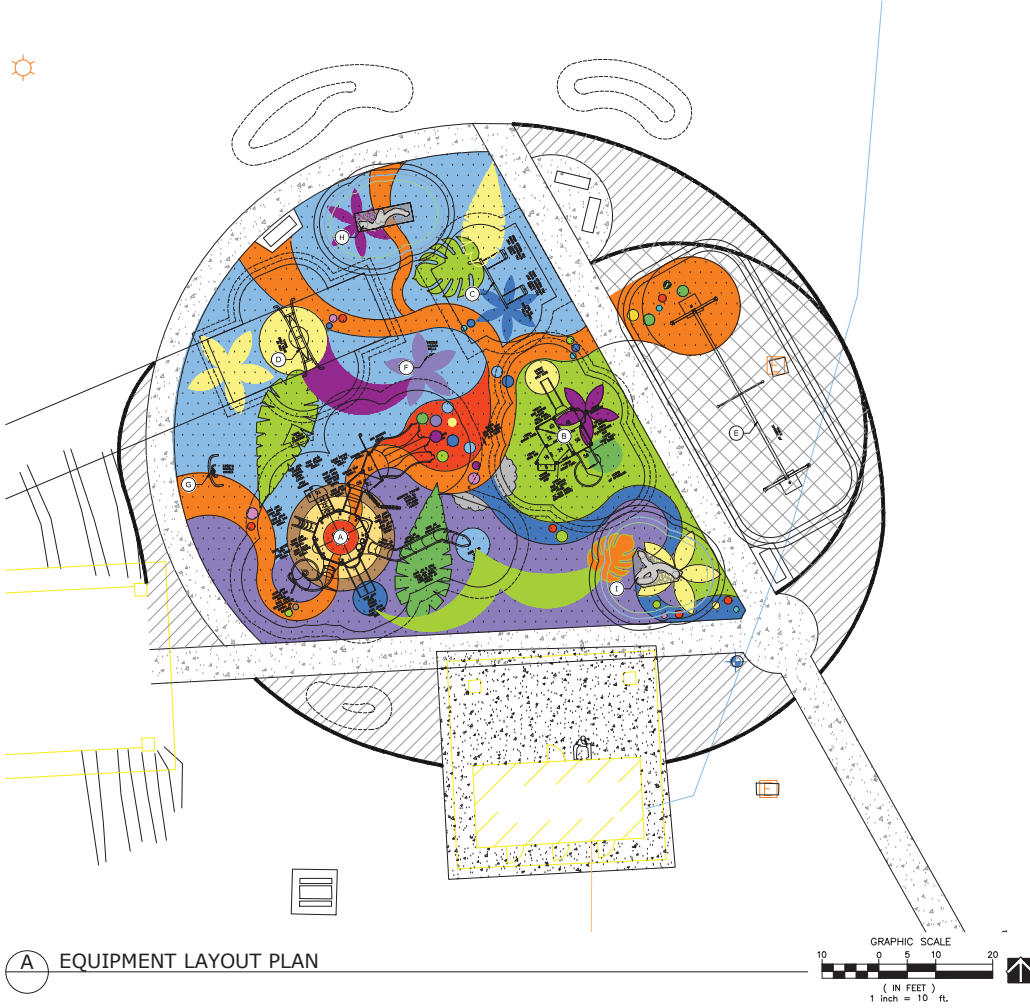
DRAWING 4 OF 4
L-4

EQUIPMENT CALLOUTS

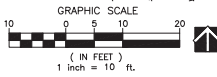
- (A) LANDSCAPE STRUCTURES: 5-13 PLAY EQUIPMENT.
- (B) LANDSCAPE STRUCTURES: 2-5 PLAY EQUIPMENT.
- (C) LANDSCAPE STRUCTURES: TODDLER T-SPINGS.
- (D) LANDSCAPE STRUCTURES: OODLE SWING.
- (E) LANDSCAPE STRUCTURES: ZIP KROOZ.
- (F) LANDSCAPE STRUCTURES: RHAPSODY CASCADA BELLS.
- (G) LANDSCAPE STRUCTURES: RHAPSODY WARBLE CHIMES.
- (H) ID SCULPTURE: MELROSE VINE.
- (I) ID SCULPTURE: SUNRISE VINE.

LEGEND

- CONCRETE MARK.
- POURED IN PLACE SURFACING- FLEXGROUND ENOURFLEX.
- ENGINEERED WOOD FIBER: 12" DEPTH MINIMUM.
- PLANTER AREA WITH 2" MINERAL MULCH; SEE LANDSCAPE PLAN FOR TYPE AND DEPTH.



(A) EQUIPMENT LAYOUT PLAN



CONSTRUCTION NOTES

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LAYOUT NOTES

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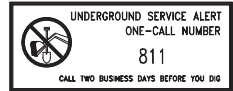
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PIP AREA: 5,886 SQFT = \$217,782 (@\$37/SQFT)
 EWF AREA: 1,330 SQFT = approx \$1,500



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LIBERTY PARK PLAYGROUND
 SPOKANE, WA
 CITY OF SPOKANE

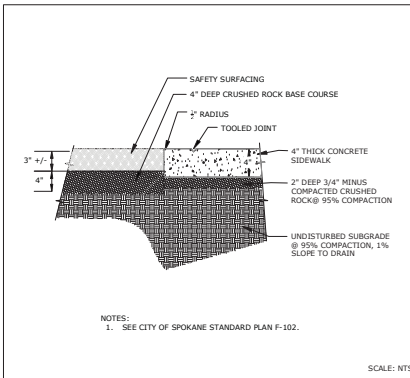
EQUIPMENT LAYOUT PLAN

REVISION	DATE
Δ	
Δ	
Δ	
Δ	

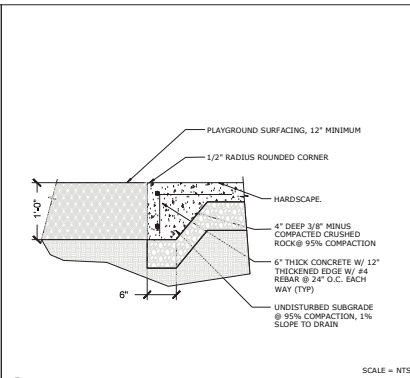
NO.	DATE	DESIGNED BY	CHECKED BY
22-007	8/22/22	SLH	MDT

DRAWING 5 OF 8

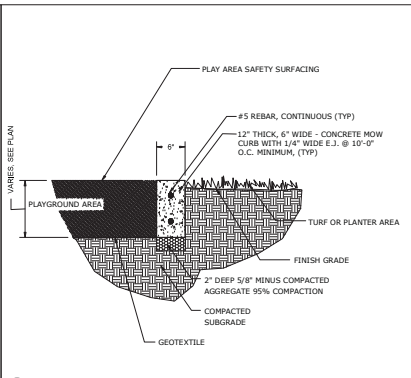
L-5



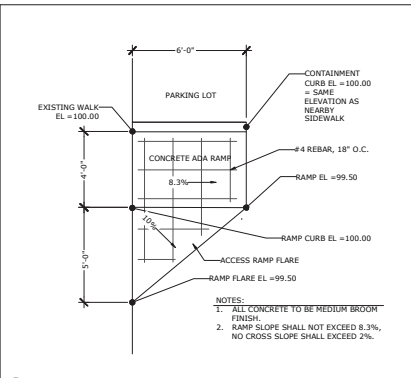
A) PLAY AREA CURB AND WALK - PIP SCALE: NTS



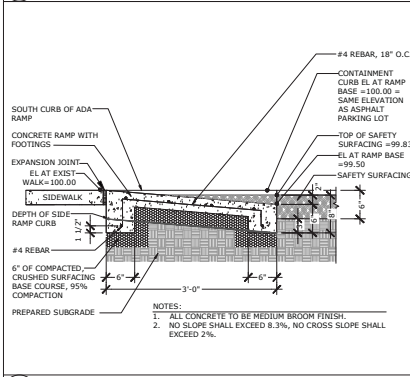
B) THICKENED CONCRETE EDGE - EWF SCALE: NTS



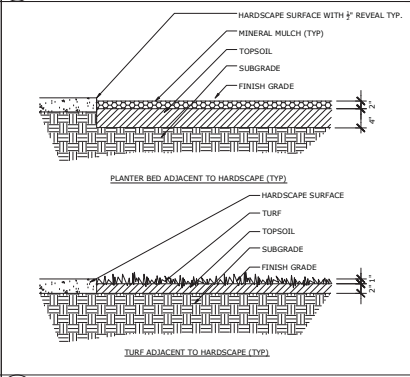
C) CONTAINMENT CURB SCALE: NTS



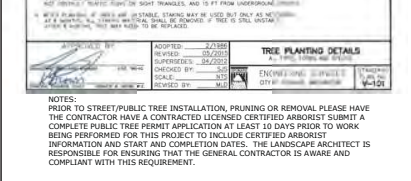
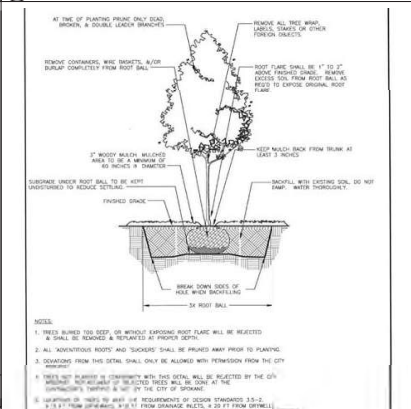
D) PLAYGROUND ADA RAMP PLAN SCALE: NTS



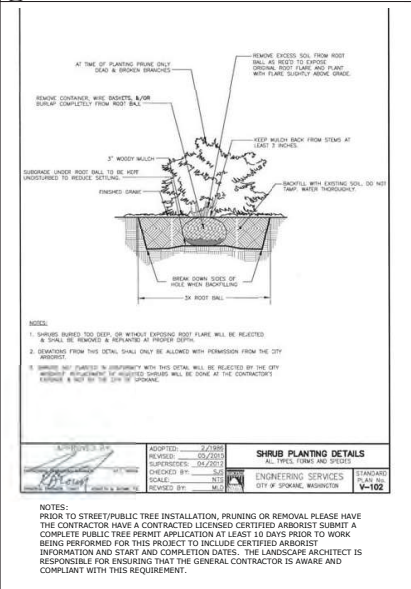
E) PLAYGROUND ADA RAMP SCALE: NTS



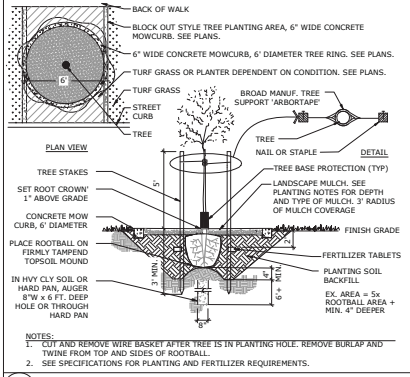
F) HARDSCAPE TRANSITIONS SCALE: NTS



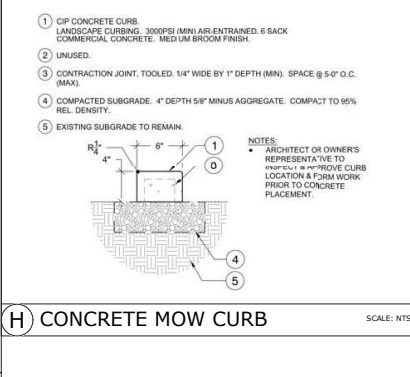
I) CITY OF SPOKANE TREE PLANTING DETAIL SCALE: NTS



J) CITY OF SPOKANE SHRUB PLANTING DETAIL SCALE: NTS



G) TREE PLANTING IN TURF GRASS SCALE: NTS



H) CONCRETE MOW CURB SCALE: NTS



Michael Terrell
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LIBERTY LAKE, WA 99019
(509) 922-7449

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LIBERTY PARK PLAYGROUND
SPOKANE, WA
CITY OF SPOKANE

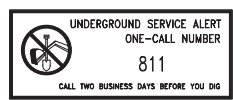
DETAILS

REVISION	DATE
1	
2	
3	
4	

PROJECT	22-007
DATE	8/22/22
DESIGNER	SLH
CHECKER	MDT

DRAWING 6 OF 4
LD-1

MICHAEL TERRELL - LANDSCAPE ARCHITECTURE, PLLC
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PHONE (509) 922-7449



PRELIMINARY - NOT FOR CONSTRUCTION

Spokane Park Board

Briefing Paper



Committee	Land Committee				
Committee meeting date	August 31, 2022				
Requester	Nick Hamad	Phone number: 509.363.5452			
Type of agenda item	<input type="radio"/> Consent	<input checked="" type="radio"/> Discussion	<input type="radio"/> Information	<input type="radio"/> Action	
Type of contract/agreement	<input type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease	<input type="radio"/> Amendment/change order	<input checked="" type="radio"/> Other
City Clerks file (OPR or policy #)	OPR 2022-0269				
Item title: (Use exact language noted on the agenda)	Project update for Citywide dog park selection, design and operations guidelines / Citywide (no cost)				
Begin/end dates	Begins: 09/08/2022	Ends:	<input checked="" type="checkbox"/> Open ended		
Background/history:					
<p>The 2022 park & natural lands master plan determined the addition of 'dog parks' was a 'second tier community desire' and recommended the city complete an 'Citywide dog park survey and type, size and location design guidelines study'. Spokane Parks also has an MOU with Spokane Public Schools (SPS) whereby the city will complete the citywide study will select the 'official south hill dog park' to be constructed by SPS.</p> <p>In April 2022, Spokane Parks contracted a consultant (AHBL, inc) to complete this study and has been working collaboratively with SPS, the consultant and a Dog Park Advisory Committee since that time. After making substantial progress in this study, staff would like to update the land committee of the park board on project schedule, initial findings, and remaining work.</p>					
Motion wording:					
Discuss progress of Citywide dog park selection, design & operations guidelines project with Park Board.					
Approvals/signatures outside Parks: <input type="radio"/> Yes <input checked="" type="radio"/> No					
If so, who/what department, agency or company:					
Name:	Email address:	Phone:			
Distribution:					
Parks – Accounting	Greg Forsyth				
Parks – Pamela Clarke	Garrett Jones				
Requester: Nick Hamad					
Grant Management Department/Name:					
Fiscal impact: <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue					
Amount:		Budget code:			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor					
Supporting documents:					
<input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)	<input type="checkbox"/> W-9 (for new contractors/consultants/vendors)				
<input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane	<input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)				
<input type="checkbox"/> UBI:	Business license expiration date:	<input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			