



## **Spokane Park Board Land Committee**

**3:30 p.m. Wed., Apr. 30, 2025**

**In-person:** Ponderosa Room, Finch Arboretum  
3404 W. Woodland Blvd, Spokane, WA 99224

**WebEx virtual meeting:**

Call-in: 408-418-9388; Access code: 2489 945 9253  
Al Vorderbrueggen – Operations Director

### **Committee Members:**

Greta Gilman – Chair  
Sally Lodato  
Kevin Brownlee  
Doug Kelley

The Land Committee meeting will be held in-person in the **Ponderosa Room, Finch Arboretum 3404 W. Woodland Blvd, Spokane, WA 99224** and virtually via WebEx at 3:30 p.m. Wednesday, Apr. 30, 2025. Committee members, staff, and presenters 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 **2489 945 9253**, when prompted.

Written public comment may be submitted via email or mail. Comments must be received no later than 11:30 a.m. Apr. 30 by email to: [spokaneparks@spokanecity.org](mailto: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. [Historical Research Associates, Inc contract amendment for cultural resources monitoring /Beacon Hill Phase II on a time and materials basis, not to exceed \\$72,172 \(plus applicable taxes\)](#) – Berry Ellison
2. [One-year renewal of Electric City, Inc. on-call electrician contract for all park locations \(not to exceed \\$100,000\)](#) – Al Vorderbrueggen
3. [Catholic Housing Ventures / ground lease agreement \(\\$5,600 revenue annually\)](#) – Nick Hamad

#### **Discussion Items:**

1. Minnehaha Park potential donated improvements – Nick Hamad
2. Air Quality Grant (Diesel Emissions Update to the Board) – Al Vorderbrueggen

**Alternate Use Requests:**

1. 44<sup>th</sup> Ave. / Fish Lake Trail – updated easement offer
2. Catholic Charities / Finch Arboretum
3. Indian Canyon / Rimrock Drive
4. Avista / High Bridge

**Unfinished Business Items:****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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [mLOWmaster@spokanecity.org](mailto:mLOWmaster@spokanecity.org). Persons who are deaf or hard of hearing may contact Risk Management 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



<b>Committee</b>	Land			<b>Committee meeting date:</b> April 30, 2025
<b>Requester</b>	Berry Ellison			<b>Phone number:</b> 509 625-6276
<b>Type of agenda item</b>	<input type="radio"/> Consent	<input type="radio"/> Discussion	<input type="radio"/> Information	<input checked="" type="radio"/> Action
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New	<input type="radio"/> Renewal/ext.	<input type="radio"/> Lease	<input type="radio"/> Amendment/change order <input type="radio"/> Other
<b>City Clerks file</b> (OPR or policy #)				
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)			<b>Master Plan Priority Tier:</b> (pg. 171-175)	
<b>Item title:</b> (Use exact language noted on the agenda)	Historical Research Associates, Inc contract for construction monitoring/Beacon Hill Phase II on a time and materials basis, not to exceed \$72,172.00 (plus applicable taxes) from park funds.			
<b>Begin/end dates</b>	Begins: 05/01/2025		Ends: 05/01/2026	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> The Beacon Hill Phase II trail-heads are located in culturally sensitive areas. As a result, the National Parks Service (NPS) is requiring an Archaeologist be on-site during excavation work at John Shields Park and Camp Sekani Trail-head. This scope of work includes installing boundary fencing around sensitive areas, briefings to the earthworks crew, on-site monitoring for approximately 8 weeks, and preparation & submittal of reports as required by the NPS. This is a Time and Material Contract not to exceed the base price unless amended by the Park Board. In the case of artifacts or other cultural resources being discovered, the contract would require an amendment for additional services to fund the inventory and reporting of the finding(s) to the agencies having jurisdiction.				
<b>Motion wording:</b> Move to Approve Historical Research Associates, Inc contract for construction monitoring at Beacon Hill Phase II on a time and materials basis, not to exceed \$72,172.00 (plus applicable taxes) from park funds.				
<b>Approvals/signatures outside Parks:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Historical Research Associates, Inc. Name: Kelly Derr Email address: kderr@hrassoc.com Phone: 503 247-1319				
<b>Distribution:</b> Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich Lcampos@hrassoc.com Requester: bellison@spokanecity.org Grant Management Department/Name:				
<b>Fiscal impact:</b> <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$72,172.00 (see below) Budget code: 1950-54920-94760-56504-48082 Consultant Contract, No Tax Expected				
<b>Vendor:</b> <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor <b>Supporting documents:</b> <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input checked="" type="checkbox"/> Business license Expiration date: 6/30/25 <input checked="" type="checkbox"/> Insurance Certificate				



HISTORICAL  
RESEARCH  
ASSOCIATES, INC.

## Scope of Work: Beacon Hill Phase II - Sekani And Shields Parks Monitoring

---

Historical Research Associates, Inc. (HRA), is pleased to submit the following scope of work (SOW) and cost proposal to the City of Spokane Parks & Recreation Department (Spokane Parks) for continued cultural resources support for the Make Beacon Hill Public Phase II Project (the project). The project is on public land within the City of Spokane, Washington, and is receiving National Park Service (NPS) Grant Funding administered by the Washington Recreation and Conservation Office (RCO). The Department of Archaeology and Historic Preservation (DAHP), RCO, and NPS are requesting that separate Archaeological Site Monitoring and Avoidance Plans be prepared for Sekani and Shields Park, that archaeological monitoring be conducted during construction at each park, and, following the completion of monitoring, an archaeological monitoring report be prepared for each park. HRA understands that the contract for this portion of the Beacon Hill project will be separate from the previous project. The following details the tasks, assumptions, and schedule based on HRA's current understanding of the project.

### Task 1. Project Management

Project management includes those items necessary for completion of tasks such as project setup and closeout, internal and client planning meetings and communications, review of invoicing, and updates on progress to the client. HRA values open communication with our clients, which is essential to establishing and meeting expectations throughout a project.

### Task 2. Monitoring and Site Avoidance Plan-Sekani Park

HRA will revise the Archaeological Site Monitoring and Avoidance Plan developed for Shields Park to make it applicable to Sekani Park.

### Deliverables

HRA will submit electronic versions of the draft plan review, one in Word (.docx) and one in Adobe (.pdf) format. Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final documents, inclusive of all appropriate SHPO data (report cover sheet, GIS shapefiles, and resource forms).

**Final Deliverables:** 1 electronic copy in Adobe (.pdf) format  
1 SHPO cover sheet in Adobe (.pdf) format  
GIS shapefiles for SHPO submission

## Task 3. Monitoring and Site Avoidance Plan-Shields Park

A draft of the Archaeological Site Monitoring and Avoidance Plan was developed for Shields Park. This will be revised pending comments from Spokane Parks, RCO, and NPS.

### Deliverables

HRA will submit electronic versions of the draft plan review, one in Word (.docx) and one in Adobe (.pdf) format. Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final documents, inclusive of all appropriate SHPO data (report cover sheet, GIS shapefiles, and resource forms).

## Task 4. Archaeological Monitoring and Reporting-Sekani Park

HRA will implement the Archaeological Site Monitoring and Avoidance Plan created for Sekani Park. The Plan will be used by the archaeological monitor and construction crew(s).

### Monitoring

HRA will provide a single archaeological monitor to conduct monitoring for archaeological objects, sites, and human remains for up to 20 8-hour days on site plus one hour of driving each day for a total of 9 hours per day. The monitoring archaeologist will work under the direct supervision of a qualified archaeologist that meets the Secretary of the Interior's (SOI) standards for archaeology and as defined in 36 CFR part 61. HRA requires a minimum of 5 business days' notice to provide a monitor.

### Pre-Construction Meeting

On the first day of construction, prior to ground disturbance, the monitoring archaeologist will discuss the Archaeological Site Monitoring and Avoidance Plan with the crew and explain their responsibilities and procedures for managing the identification of archaeological material or human remains.

### Monitoring Mobilization

Under this task, HRA will coordinate the monitoring effort with Spokane Parks as well as notify the appropriate Tribes of the schedule and offer them the opportunity to join in the field effort.

Monitoring mobilization also entails pre- and post-monitoring tasks, as well as round trip travel between HRA's office and the project area.

HRA will conduct archaeological monitoring of project-related ground disturbance at Sekani Park. The monitoring areas will be marked on field maps, recorded with GPS technology, and photo-documented using a standardized photographic log. Should archaeological materials be identified during monitoring, a field site form will be completed that describes the setting and character of all archaeological materials. Field site forms will include a description of artifacts as allowed by observation only. To the extent possible, they will be identified as to type, material, function, and cultural and chronological association. All diagnostic materials will be photographed. Site boundary polygons and the locations of all features shall be recorded using GPS technology and on a site sketch map. No artifacts will be collected.

Should human remains be encountered during construction, all work in the immediate vicinity will be stopped until the remains can be assessed by a forensic specialist, as needed (under a separate scope of work [SOW]). Should archaeological objects be identified that appear to be archaeologically significant, construction will also cease until Spokane Parks, SHPO, and appropriate Tribes can be consulted and the situation resolved (under a separate SOW).

## Monitoring Memo

At the conclusion of ground-disturbing activities, HRA will produce a memorandum report detailing the results of monitoring. The report will include a map and description of the areas monitored, appropriate photographs, the dates monitored by HRA, and a summary of the monitoring archaeologist's observations.

## Deliverables

HRA will submit electronic versions of the draft monitoring report for review, one in Word (.docx) and one in Adobe (.pdf) format. Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final documents, inclusive of all appropriate SHPO data (report cover sheet, GIS shapefiles, and resource forms).

**Final Deliverables:** 1 electronic copy in Adobe (.pdf) format  
1 SHPO cover sheet in Adobe (.pdf) format  
GIS shapefiles for SHPO submission

## Task 5. Archaeological Monitoring and Reporting-Shields Park

HRA will implement the Archaeological Site Monitoring and Avoidance Plan created for Shields Park. The Plan will be used by the archaeological monitor and construction crew(s).



## Archaeological Site Flagging

Prior to the start of construction, HRA archaeologists will mark the boundaries of the archaeological resources that are to be avoided during the construction work. All materials for flagging and marking boundaries will be provided by Spokane Parks. HRA anticipates it will take two archaeologists 6 hours to complete the work.

## Monitoring

HRA will provide a single archaeological monitor to conduct monitoring for archaeological objects, sites, and human remains for up to 20 8-hour days on site plus one hour of driving each day for a total of 9 hours per day. The monitoring archaeologist will work under the direct supervision of a qualified archaeologist that meets the Secretary of the Interior's (SOI) standards for archaeology and as defined in 36 CFR part 61. HRA requires a minimum of 5 business days' notice to provide a monitor.

## Pre-Construction Meeting

On the first day of construction, prior to ground disturbance, the monitoring archaeologist will discuss the Archaeological Site Monitoring and Avoidance Plan with the crew and explain their responsibilities and procedures for managing the identification of archaeological material or human remains.

## Monitoring Mobilization

Under this task, HRA will coordinate the monitoring effort with Spokane Parks as well as notify the appropriate Tribes of the schedule and offer them the opportunity to join in the field effort. Monitoring mobilization also entails pre- and post-monitoring tasks, as well as round trip travel between HRA's office and the project area.

HRA will conduct archaeological monitoring of project-related ground disturbance at Shields Park. The monitoring areas will be marked on field maps, recorded with GPS technology, and photo-documented using a standardized photographic log. Should archaeological materials be identified during monitoring, a field site form will be completed that describes the setting and character of all archaeological materials. Field site forms will include a description of artifacts as allowed by observation only. To the extent possible, they will be identified as to type, material, function, and cultural and chronological association. All diagnostic materials will be photographed. Site boundary polygons and the locations of all features shall be recorded using GPS technology and on a site sketch map. No artifacts will be collected.

Should human remains be encountered during construction, all work in the immediate vicinity will be stopped until the remains can be assessed by a forensic specialist, as needed (under a separate scope of work [SOW]). Should archaeological objects be identified that appear to be archaeologically significant, construction will also cease until Spokane Parks, SHPO, and appropriate Tribes can be consulted and the situation resolved (under a separate SOW).

## Monitoring Memo

At the conclusion of ground-disturbing activities, HRA will produce a memorandum report detailing the results of monitoring. The report will include a map and description of the areas monitored, appropriate photographs, the dates monitored by HRA, and a summary of the monitoring archaeologist's observations.

## Deliverables

HRA will submit electronic versions of the draft monitoring report for review, one in Word (.docx) and one in Adobe (.pdf) format. Upon receipt of one set of combined comments, HRA will provide one (1) electronic (.pdf) copy of the final documents, inclusive of all appropriate SHPO data (report cover sheet, GIS shapefiles, and resource forms).

**Final Deliverables:** 1 electronic copy in Adobe (.pdf) format  
1 SHPO cover sheet in Adobe (.pdf) format  
GIS shapefiles for SHPO submission

## Task 6. Additional Day of Archaeological Monitoring (Contingency)

Each day of archaeological monitoring needed beyond the 20 days scoped under Tasks 4 or 5 will be billed at a daily rate. Under contingency Task 6, HRA will provide 1 day of archaeological monitoring. The daily rate of \$1,765 includes labor and direct costs for one archaeologist to complete 9 hours of monitoring (including travel) and reporting.

## Schedule

HRA requires a minimum of five business days' notice to provide a monitor. Within ten weeks of completing the monitoring work at either park, HRA will complete a draft report and submit the final technical report within four weeks of receiving comments on the draft.

The final report schedule will remain the same.

## Cost and Assumptions

HRA's total cost for tasks outlined in this scope of work (SOW) is \$XXX to be billed on a time and materials basis.

The contingency Task is estimated to be \$1,765

A breakdown of the costs is shown in the following table.



Table 2. Costs.

<b>Task</b>	<b>Labor</b>	<b>Directs</b>	<b>Total</b>
Task 1: Project Management	\$3,279	\$13	\$3,292
Task 2: Monitoring and Site Avoidance Plan-Sekani Park	\$2,514	\$0	\$2,514
Task 3: Monitoring and Site Avoidance Plan-Shields Park	\$1,158	\$0	\$1,158
Task 4: Archaeological Monitoring and Reporting-Sekani Park	\$26,851	\$4,841	\$31,692
Task 5: Archaeological Monitoring and Reporting-Shields Park	\$29,390	\$4,936	\$33,516
<b>Total</b>	<b>\$63,192</b>	<b>\$9,790</b>	<b>\$72,172</b>
Task 6: Additional Day of Archaeological Monitoring (Contingency)	\$1,305	\$460	\$1,765
<b>Total with Contingency Task 6</b>	<b>\$64,497</b>	<b>\$10,250</b>	<b>\$74,747</b>

HRA's cost proposal is made with the following assumptions in mind, deviations from which may require a scope or cost modification:

- The project will be completed in 2025 using current 2025 labor rates. If the project extends into the 2026 calendar year, a cost modification may be required. HRA rates will automatically adjust each calendar year.
- This cost estimate and schedule is valid for up to 30 days. Any delays in accepting the bid and executing a contract could result in changes to the cost estimate and schedule.
- No archaeological permits will be needed for the work
- No artifacts will be identified and/or collected or analyzed.
- HRA requires a minimum of 5 business days' notice to provide a monitor; cancellation of a request for a monitor within one business day of scheduled monitoring will result in incurred mobilization and demobilization labor costs and incurred direct expenses, as well as an additional 8 hours of labor costs at the monitor's rate.
- The monitoring efforts will each require up to 20 daily mobilizations of one archaeologist to/from HRA's Spokane office location not to exceed 20 of total monitoring days. Monitoring days include 8 hours on location and 1 hour of driving.

- The monitoring schedule will be five days per week (Monday through Friday).
- No archaeological materials will be identified during monitoring that require formal agency or Tribal consultation or treatment.
- No human remains, archaeological resources, or potential archaeological resources requiring additional investigations, permits, or treatment will be investigated under this contract. Should such resources be identified during monitoring activities, all work in the immediate vicinity will stop until the potential impact can be resolved. Any additional archaeological investigation that may be needed to resolve the project's potential impact will require a contract modification or new contract.



# Spokane Park Board

## Briefing Paper



<b>Committee</b>	Land Committee	<b>Committee meeting date:</b> April 30, 2025	
<b>Requester</b>	Nick Hamad	<b>Phone number:</b> 509.363.5452	
<b>Type of agenda item</b>	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
<b>Type of contract/agreement</b>	<input checked="" type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input type="radio"/> Amendment/change order <input type="radio"/> Other		
<b>City Clerks file</b> (OPR or policy #)			
<b>Master Plan Goal, Objective, Strategy</b> (Click <a href="#">HERE</a> for link to the adopted plan)	N/A	<b>Master Plan Priority Tier:</b> (pg. 171-175)	N/A
<b>Item title:</b> (Use exact language noted on the agenda)	Catholic Housing Ventures / ground lease agreement Finch Arboretum		
<b>Begin/end dates</b>	Begins: 05/08/2025	Ends: 05/08/2045	<input type="checkbox"/> 06/01/2525
<b>Background/history:</b> Proposed 20 year ground lease with Catholic Housing Ventures / Catholic Charities for an existing encroachment onto park property at Finch Arboretum. Execution of lease is contingent upon park board & city council approval. Revenues to be directed to the future improvement of Finch Arboretum.  Parks has leased land to the property immediately west of the Finch Arboretum for over 10 years, and when the property was purchased by a new owner in fall of 2022, the Park Board authorized a temporary encroachment permit within the area leased to the previous owner. The current owner desires to enter a long-term lease for the area for their continued use of this land.			
<b>Motion wording:</b> Motion to approve ground lease agreement with Catholic Housing Ventures.			
<b>Approvals/signatures outside Parks:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No If so, who/what department, agency or company: Catholic Charities Name: Alex Reynolds    Email address: alex.reynolds@cceasternwa.org    Phone:			
<b>Distribution:</b> Parks – Accounting Parks – Sarah Deatrich Requester: Nick Hamad Grant Management Department/Name: Al Vorderbrueggen			
<b>Fiscal impact:</b> <input type="radio"/> Expenditure <input checked="" type="radio"/> Revenue Amount: \$5,600.00 annually    Budget code: 1950			
<b>Vendor:</b> <input type="radio"/> Existing vendor <input checked="" type="radio"/> New vendor <b>Supporting documents:</b> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB)  <input type="checkbox"/> Contractor is on the MRSC Roster - City of Spokane  <input type="checkbox"/> UBI:    Business license expiration date:         </div> <div> <input type="checkbox"/> W-9 (for new contractors/consultants/vendors)  <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors)  <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)         </div> </div>			

## GROUND LEASE WITH CITY OF SPOKANE PARK BOARD

This lease agreement ("**Lease**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Execution Date**"), by and between the Catholic Housing Ventures, a Washington 501(c)(3) non-profit corporation ("**CHV**" or "**Lessee**") and the City of Spokane, a municipal corporation of the State of Washington acting through its Park Board ("**Park Board**" or "**Lessor**"), jointly referred to as "**Parties**."

**Commented [MK1]:** Nick, I have used Catholic Housing Ventures and CHV throughout this document. But please confirm whether its Catholic Charities of Eastern Washington, the Catalyst Project, LLC or CHV.

### I. BACKGROUND

A. CHV owns and operates a temporary housing facility within the City of Spokane, known as the "**Catalyst Project**", located at 4301 West Sunset Highway in the City of Spokane, and legally described as set forth on Exhibit "\_\_\_\_".

B. The Catalyst Project has a parking lot which encroaches (the "Encroachment") on property owned by the City of Spokane and managed by the Park Board as a Spokane City Park, known as the "**Finch Arboretum**". The Encroachment is legally described in Section 1, below.

C. The Parties previously entered into a Temporary Encroachment Permit ("Permit") allowing for the continued location and retention of a fence on the Encroachment. The permit was issued on October \_\_\_\_, which provides, among other things, for the allowance of CHV to use the land owned by the Park Board for its parking lot and to place a fence on the land.

D. CHV sent the City a Letter of Intent on October 26, 2023, to affirm its intention to recognize the permitted Encroachment, and enter into a long-term agreement in support of CHV's future use of the portion of their parking lot located on the Finch Arboretum property.

E. The Parties desire to enter into this agreement to formalize lease terms for the Encroachment by the City to CHV.

NOW, THEREFORE, for and in consideration of the following terms, conditions and covenants, Lessor does hereby lease to the Lessee as follows:

1. **Leased Property.** The Encroachment lease area is legally described on Exhibit A, which is attached hereto and incorporated herein by this reference and visually depicted on Exhibit B, which is derived from the City of Spokane GIS System as of the date of this lease, and which is attached hereto.

A. **Improvements.** Pursuant to the Letter of Intent, CHV shall maintain the Encroachment. CHV agrees to enter into a Memorandum of Understanding (MOU) with the City and Park Board, satisfactory to all parties, to establish daily security patrols around the Catalyst Project, including areas of the Finch Arboretum immediately adjacent to the Encroachment as well as evaluate opportunities with the Park Board to jointly fund and construct park access improvements adjacent to the Catalyst Project which have been identified in the Finch Arboretum Master Plan ("**Improvements**").

**Commented [TF2]:** I'm not sure what this is. Would need more background.

**Commented [MK3R2]:** Nick, can you provide us with the Finch Arboretum Master Plan? This language was in the Letter of Intent as something that they were offering, so I wanted to memorialize it here.

## 2. Term.

2.1 Lease Term. The initial term of this Lease is twenty (20) years (the "**Initial Term**") commencing on the date of the Lease Notice (defined below). Thereafter, Lessee is granted the right to extend this Lease as set forth in Section 2.2. The date this Lease commences shall be known as the "**Commencement Date**."

2.2 Lease Option. Unless, at least six (6) months prior to the expiration of the Initial Term, Lessee notifies Lessor of its intention to terminate this Lease, this Lease shall be automatically extended for an additional twenty (20) year period upon the same terms ("**Lease Extension**") unless agreed otherwise by the Parties.

2.3 Lease Commencement. The Lease will commence by CHV delivering to Lessee written notice stating the date that CHV intends to commence development and construction of the Improvements and thereafter use and occupy the Property for its intended purpose (the "**Lease Notice**"). The Lease Notice shall be delivered to the Mayor with a copy to the Director of the Parks Department according to section 15.4.

**Commented [TF4]:** Is this accurate? If not then I would delete and state continued occupancy

**Commented [MK5R4]:** Nick, this would refer back to our question about the Finch Arboretum Master Plan.

## 3. Title, Representation and Inspection.

3.1 Environmental Site Assessment. Pursuant to the October \_\_, 2022, Temporary Encroachment Permit, the City and Park Board make no representation regarding the condition of the Property and/or whether the Property is contaminated with any Hazardous Materials in violation of any Environmental Law(s), as defined herein. Within one hundred eighty (180) days of the Execution Date (the "**Contingency Deadline**"), Lessee may obtain at Lessee's sole cost and expense, an environmental site assessment of the Property, prepared by a licensed environmental engineer.

3.1.1 Other Inspections. Following the Execution Date and until the Contingency Deadline, Lessee shall be entitled to conduct an examination of the Property, including other tests and inspections which Lessee shall deem necessary or desirable for the purposes of determining whether, in Lessee's discretion, the Property is suitable for Lessee's purposes. Lessee agrees to indemnify and hold Lessor harmless for any loss, cost or expense resulting from damage to the Property, or injury to persons resulting from the work conducted pursuant to this section 3.3.1, except and only to the extent such damage is caused by the negligence or intentional acts of the Lessor.

3.1.2 Inspection Notice. Lessee shall give Lessor five (5) days advance written notice of its intent to inspect the Property.

3.1.3 Post Inspection Notice. If Lessee reasonably determines the condition of the Property is unsuitable for the Lessee's intended use, Lessee shall provide written notice of the same to the Lessor prior to the Contingency Deadline. Upon receipt of written notice, the Parties shall meet and confer in order to review and address Lessee's notice. If the Parties are unable to resolve Lessee's concerns to Lessee's satisfaction, Lessee may terminate this Lease.

3.1.4 Definitions. For purposes of this Section 3.3, the term "Hazardous Materials" shall include, but not be limited to, substances defined as "Hazardous Substances,"

“Hazardous Materials,” “Hazardous Waste,” “Toxic Substances,” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively “Environmental Law.”

#### **4. Improvements and Permitted Use.**

4.1 Lessee's Work. Lessee agrees to develop and construct the Improvements on the Property, install all necessary utilities, above and below ground improvements, and landscaping to include performing all other reasonable site work, and constructing pedestrian access in accordance with plans and specifications prepared and approved by Lessee and Lessor as set forth in the Letter of Intent.

4.1.1 Plans and Specifications. Prior to construction of the Improvements, Lessee shall submit to Lessor initial plans and specifications for the Improvements (or portion thereof). Lessee shall have fourteen (14) days following receipt of the plans and specifications (or any modification thereof) to provide Lessor with Lessor's comments, which shall be reasonably considered by Lessee pursuant to Section 3.2 of the Letter of Intent.

4.2 Lessor's Work. Lessor is not required to modify the Property or construct site improvements.

4.3 Title to Improvements. The Improvements constructed on the Property shall be the property of Lessee during the term of this Lease. Upon the expiration or sooner termination of this Lease, the Parties shall agree that, Lessee shall (i) transfer title to the Improvements to Lessor at no cost or expense to Lessor; (ii) demolish the Improvements and leave the site in a finished "at grade" condition at no cost or expense to Lessor; or (iii) enter into a mutually acceptable agreement with Lessor to provide for the continued use of the Property.

**Commented [TF6]:** Subject to leasehold excise tax issue

4.4 Surrender of Property and Improvements. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Property and all Improvements (as set forth in Section 4.3). Upon such termination, Lessee may remove all of Lessee's furniture, fixtures, equipment, trade fixtures, signs, inventory and other personal property. Any of Lessee's personal property left on the Property ninety (90) days after termination of this Lease shall conclusively be considered abandoned and Lessor will be entitled to use or dispose of it free of any interest of Lessee.

4.5 Permitted Use. The Property may be used and occupied by Lessee for all activities reasonably related to the Improvements, to include exercising all authority available under RCW Chapter 36.100, and the policies and procedures of CHV.

#### **5. Rent and Utility Charges.**

5.1 Ground Rent. Lessee shall on the Commencement Date and each anniversary date thereafter pay rent in the amount of five-thousand, six hundred dollars (\$5,600.00) per year. The



Lessor shall retain the option to increase the rent based on an increase of land value and that value shall be assessed every five years, with the first review occurring in 2030.

5.2 Utility Charges. Lessee shall be responsible for all obtaining utilities and services provided to the Property and agrees to pay, prior to delinquency, all charges for electricity, gas, water, sewage, and/or all other public and private services or charges used by or through Lessee at the Property, excluding any charges or services provided to or incurred by Lessor or its affiliates.

6. Use.

6.1 Compliance with Laws. Lessee shall comply with all local, state or federal laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to the Lessee's use and occupancy of the Property.

6.2 Hazardous Materials. "Hazardous Material" shall mean any matter (whether gaseous, liquid or solid) which is now or hereafter designated as a hazardous or toxic waste or substance under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601, et seq., all as now or hereafter amended, or which may now or hereafter be regulated under any other federal, state, or local law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment, including, without limitation, (i) any asbestos and/or asbestos containing materials (collectively "ACMs") regardless of whether such ACMs are in a friable or non-friable state, or (ii) any matter designated as a hazardous substance pursuant to Section 311 of the Federal Water Pollution Control Act (33 USC 1317), or (iii) any matter defined as a hazardous waste pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, (42 USC 6901 et seq.) pertaining to health or the environment. "Hazardous Material" shall not include ordinary cleaning and maintenance products which are used with due care and in accordance with applicable law and the instructions of the manufacturer of such products in the reasonable and prudent conduct of the business conducted on the Property.

6.2.1 Lessee shall not store, use, sell, release, generate or dispose of any Hazardous Materials in, on or about the Property without the prior written consent of Lessor.

6.2.2 The Lessee shall be responsible for environmental remediation costs within the area covered by this Agreement.

7. Alterations and Improvements; Fixtures and Equipment. Except as otherwise provided in this Lease, any alterations, additions or improvements to the Property or the Improvements thereon shall be made at Lessee's sole cost and expense unless otherwise mutually agreed in writing between the Parties. Lessee shall secure all governmental permits, approvals or authorizations required in connection with any such work. All alterations, additions and Improvements shall immediately become the property of Lessee. Lessee's trade fixtures, furnishings, appliances and equipment shall remain the property of Lessee and shall not be considered a part of the Property.

7.1 Permission of Lessor. Lessee shall have the right, but not the obligation, at its sole cost and discretion and without obtaining the prior consent from Lessor, to make any additions, alterations, and/or changes to the Improvements ("Lessee Improvements"), provided, the

Improvements and all work is consistent with the matters set forth in this Lease and the Letter of Intent or other mutually agreed terms and conditions.

**8. Maintenance of Premises.**

8.1 Maintenance and Repair by Lessee. Lessee shall maintain the Property, including the Improvements, in good operational condition for Lessee's use of the Property in a manner consistent with Lessee's other facilities and improvements. All repair work shall be done in a good and workmanlike manner according to applicable codes, standards and regulations. Lessee shall not commit waste with respect to the Improvements or the Property.

8.2 Repairs by Lessor. Lessor shall not be responsible for maintaining, repairing or restoring any part of the Property or Improvements, unless Lessor is the cause of damage to the Property or Improvements.

9. Assignment and Subletting. The Lessee may not assign this Lease in whole or in part by operation of law or otherwise, and sublet all or any part of the Property, without prior written consent of the Lessor in each instance. Notwithstanding the above, Lessee is authorized to enter into use (or license) agreements with persons or entities desiring to use the Catalyst Project, including its Property for the intended purposes described herein and as may be determined from time to time by the CHV.

**10. Insurance and Indemnity.**

10.1 Lessee's Insurance. During the Initial Term of this Lease and any extensions hereof, Lessee, at its sole cost and expense, shall obtain and maintain the insurance policies described in Exhibit C hereto and shall name Lessor as an additional insured on such policies.

10.2 General Requirements. All insurance (and renewals thereof) required by this Section shall be issued by responsible insurance carriers authorized to do business in the State of Washington with an A. M. Best Rating of A-/VII or better. Each policy shall expressly provide that it shall not be cancelled or changed without at least thirty (30) days' prior written notice to all parties insured or named therein. The insurance described in Section 11.1.1 shall include Lessor as an additional insured. All of the insurance required by this Section shall be primary and noncontributing with any insurance which may be carried by the other party, shall afford coverage for all claims based on any act, omission, event or condition which occurs or arises during the policy period, and may be obtained by endorsement on blanket policy(ies) of insurance carried and maintained by Lessee. Beginning five (5) years after the Commencement Date, and every five (5) years thereafter, the amount (limit) of insurance coverage shall be adjusted by the Parties to equal the insurance coverage Lessee carries on similar properties and use.

10.3 Mutual Waiver of Subrogation. Notwithstanding any other provision of this Lease, Lessor and Lessee each hereby waives, releases and discharges the other, its agents and employees from all claims whatsoever arising out of loss, claim, expense, damage or destruction covered or required to be covered by insurance or covered by other casualty insurance it may carry (a "**Loss**"), notwithstanding that such Loss may have been caused by the other, its agents or employees. Lessor and Lessee each hereby agrees to look to its insurance coverage only upon such Loss. Lessor's

policy or policies of insurance shall contain a waiver of subrogation clause as to Lessee. Lessee's policy or policies of insurance shall contain a waiver of subrogation clause as to Lessor.

#### 10.4 Indemnification.

10.4.1 Lessee shall defend, indemnify and hold Lessee, and its officers, directors, employees, agents and contractors including successors and assigns of each of the foregoing (collectively, the "Indemnitees") harmless against and from any and all claims, costs, damages or expenses arising from or caused by the acts and omissions associated with the construction, management and operation of the Catalyst Project, including, without limitation, any and all claims arising from: (a) any breach or default on the part of Lessee of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of Lessee, or its officers, directors, employees, agents and contractors including successors and assigns.

10.4.2 Lessor shall defend, indemnify and hold Lessee, and its Indemnitees harmless against and from any and all claims, costs, damages or expenses arising from or caused by acts or omissions of Lessee, including, without limitation, any and all claims arising from: (a) any breach or default on the part Lessor, its officers, agents, employees and contractors including successors and assigns in performance of any covenant or agreement on its part to be performed pursuant to the terms of this Agreement; and (b) any act of negligence or willful misconduct of Lessor, or its officers, directors, employees, agents and contractors.

10.4.3 The indemnity in Section 10.4.1 and 10.4.2 shall include any and all costs, attorney fees, expenses, and liabilities incurred in or about any such claim, action, or proceeding brought thereon, and if any action or proceeding be brought against any Indemnitees by reason of any such claim. Each of the parties hereto shall defend against such action or proceeding, unless such action or proceeding is defended by counsel for any carrier of public liability insurance provided herein. Nothing in this Section shall require: (i) Lessee to indemnify or defend Lessor from or against Lessor's own negligent acts or omissions and (ii) Lessor to indemnify or defend Lessee from or against Lessee's own negligent acts or omissions.

10.4.4 If and to the extent this Agreement is a contract or agreement subject to Revised Code of Washington ("RCW") Section 4.24.115 as in effect on the date of this Agreement, all provisions of this Agreement pursuant to which a party hereto agrees to indemnify Indemnitees against liability for damages arising out of bodily injury to persons or damage to property in connection with the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any improvement hereunder will be limited by the provisions of this section. None of such Indemnities will apply to Damages caused by or resulting from the sole negligence of the indemnitee, its agents or employees. To the extent that any such Damages are caused or result from the concurrent negligence of (a) the indemnitee or its agents or employees and (b) the indemnitor or its agents or employees, the Indemnities will apply only to the extent of the indemnitor's negligence. If RCW 4.24.115 is hereafter amended to eliminate or modify the limitations on indemnities set forth therein, this section will automatically and without further act by either Party be

deemed amended to remove any of the limitations contained in this section that are no longer required by then-applicable law. The Parties have specifically negotiated the waiver of and hereby specifically waive any provisions of any industrial insurance act, including Title 51 of the RCW, or any other employee benefit act which might otherwise operate to release or immunize either party from its obligations hereunder.

## **11. Lessee's Default.**

11.1 Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee.

11.1.1 Failure to Pay Rent. The failure by Lessee to pay Rent when due, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.

11.1.2 Abandonment, Nuisance or Waste. After written notice thereof by Lessor, the use, neglect or waste of the Property (including Improvements) for a continuous period of thirty (30) days by Lessee, its agents, employees, guests, or licensees in a manner which creates a nuisance (as such term is defined by state and local law) that unreasonably interferes with the use and enjoyment of the Property, adjacent property or Improvements under which Lessor can demonstrate a material or financial interest therein.

11.1.3 Failure to Perform. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Lessee, other than described in Section 11.1.2 above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.

11.2 Lessee's Right to Cure. If Lessee fails to cure the default within the above number of calendar days after written notice thereof is given by Lessor, provided that, if the nature of the default is such that it cannot reasonably be cured within said calendar day period, and/or if Lessee commences an action to cure such default during such calendar day period, and thereafter diligently continues to prosecute such cure, Lessee's time to cure such default shall be reasonably extended for such additional period as may be necessary for that purpose. If Lessee fails to cure such failure of performance, then Lessor may elect to terminate this Lease and take possession of the Property.

## **11.3 Lessor's Remedies in Default.**

11.3.1 Upon the occurrence of an event of default under Section 11.1, Lessor shall have the following rights and remedies, subject to the provisions of Section 11.2:

11.3.1.1 To terminate this Lease and Lessee's right of possession of the Property by giving notice of such election to Lessee, in which event the Parties shall exercise their rights under Section 4.3, Lessee shall immediately surrender possession thereof to Lessor; or to enter upon the Property and Improvements and perform acts or work as necessary to restore the Property and Improvements to the condition which is required under the terms of this Lease. Thereafter, Lessor may

make a demand upon Lessee to pay all reasonable costs and expenses incurred by Lessor to affect a cure allowed under this Section, plus interest at the maximum rate allowed by law. Lessee shall pay the amount demanded by Lessor or may otherwise commence upon written notice the dispute resolution process set forth in Section 15.8 herein.

11.3.1.2 To terminate Lessee's right of possession of the Property without terminating this Lease by giving notice of such election to Lessee, in which event (A) Lessee shall immediately surrender possession thereof to Lessor, failing which Lessor may exercise the right of reentry, and (B) Lessor shall have the right to occupy the Property for and on account of Lessee and to collect any unpaid Rent and other charges which have or may thereafter become due and payable; or

11.3.1.3 If Lessor reenters the Property such reentry or any action, in unlawful detainer or otherwise, to obtain possession of the Property shall be deemed to be an election by Lessor to terminate this Lease, and Lessee's liability to pay Rent or other charges thereafter accruing.

11.4 **Remedies Cumulative - Waiver.** It is understood and agreed that the Lessor's remedies hereunder are cumulative and the Lessor's exercise of any right or remedy due to a default or breach by Lessee shall not be deemed a waiver of, or to alter, affect or prejudice any right or remedy which Lessor may have under this Lease or by law.

11.5 **Termination for Cause.** Notwithstanding anything set forth in this Lease, Lessee may, upon thirty (30) days advance written notice to Lessor terminate this agreement in whole or in part based upon the following conditions: (a) Lessee is unable to obtain adequate financing in order to construct the Improvements as reasonably determined by CHV through its Board of Directors; (b) all or any portion of the Property is deemed to be unsuitable for purposes of constructing, maintaining and operating the Improvements; or (c) CHV, pursuant to an exercise of reasonable discretion and diligence, determines that the Property is not of adequate size or has physical limitations which render the development, use and enjoyment to include, but not be limited to, operational expectations, unfeasible or impractical according to the reasonable discretion of the Board of Directors. Prior to making any decision under this Section 11.5 by CHV Board of Directors, there shall be written notice delivered to the City to include stating any proposed action by CHV pursuant to this section.

**Commented [TF7]:** This might be deleted related to the above comment I made.

12. **Reconstruction.** In the event the Improvements on the Property are damaged by fire or other perils, Lessee shall, using reasonable efforts as soon as is reasonably possible repair, restore and rebuild the same (or other structures more suitable to Lessee's then-intended use of the Property), and this Lease shall remain in full force and effect.

13. **Holding Over.** Unless otherwise agreed to by Lessor in writing, any holding over by Lessee after the expiration of the lease term hereof, with or without Lessor's consent, shall be construed to be a tenancy from month-to-month. Such holdover tenancy shall be subject to all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy.

14. **Quiet Enjoyment.** Lessee, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease, and upon the payment of all sums due hereunder, shall have and quietly enjoy the Property for the lease term set forth herein.

15. **Waiver of claims under RCW 7.28 et seq.** The Lessee hereby waives any claims under RCW 7.28 et seq. against Lessor, to the extent that any was available to be asserted.

16. **Miscellaneous.**

15.1 **Successors or Assigns.** All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon the Lessor, Lessee and their respective heirs, administrators, executors, successors and assigns, and upon any person or persons coming into ownership or possession of any interest in the Property by operation of law or otherwise, subject at all times, however, to all provisions and restrictions elsewhere contained in this Lease. This Lease may not be assigned by either party without the prior written consent of the non-assigning party, which may be withheld pursuant to such party's sole discretion.

16.2 **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

16.3 **Recording.** Lessee may record this Lease or a Notice thereof without the prior written consent of the Lessor. If Lessee records a memorandum or "short form" of this Lease, it shall be in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, the Property, the lease term and any other provisions reasonably required, shall incorporate this Lease by reference and shall specify that any inconsistency between the memorandum of lease and this Lease shall be resolved in favor of this Lease.

16.4 **Notices.** Any notices required in accordance with any of the provisions herein shall be delivered or mailed by registered or certified mail, postage prepaid and return receipt requested, to the addresses set forth below or at such other place as either party may in writing from time to time specify. Any such notice shall be deemed effective on the date of delivery or two (2) business days after mailing. If there is more than one Lessee or Lessor, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

Notices to Lessee:                      Director, Parks Department  
   City of Spokane  
   808 W. Spokane Falls Blvd.  
   Spokane, WA 99201

With a copy to:                              Office of the City Attorney  
   City of Spokane  
   808 W. Spokane Falls Blvd.

Spokane, WA 99201

Notices to Lessee:

With a copy to:

16.5 Amendments. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

16.6 Force Majeure. This Lease and the obligations of either party hereunder, other than obligations to pay Rent or other sums of money, shall be excused if such party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the obligated party; provided, however, such excused performance shall only be for that period of time that the cause of such inability or delay shall exist. This Lease and the obligations of either party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the obligated party.

16.7 Choice of Law and Venue. This Lease shall be governed by the laws of the state of Washington. Venue shall be in Spokane County, Washington.

16.8 Mediation and Arbitration. If either party has a claim or dispute under this Agreement, written notice shall be sent to the other party ("**Notice of Dispute**"). The notice shall provide a brief description of the dispute.

16.8.1 Meet and Confer. Within five (5) days of the delivery of the Notice of Dispute, the parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable period of time, not exceeding thirty (30) days, either party may give notice of mediation.

16.8.2 Mediation. The mediator shall be chosen through mutual agreement of the Parties. If a mediator is not engaged within ten (10) days of the notice of mediation the matter may proceed to arbitration. The mediator's fees and costs shall be equally shared by the parties.

16.8.3 Arbitration. If the Parties cannot resolve their dispute through mediation, the exclusive remedy is binding arbitration in accordance with the JAMS Arbitration Rules or by an Alternate Dispute Resolution Process that can be mutually agreed upon. The arbitrator's fees and costs shall be equally shared. The arbitrator's decision shall be final, binding on the Parties and enforceable pursuant to RCW Chapter 7.04A.

The pendency of mediation or arbitration shall not suspend or terminate any payment or performance obligation under this Agreement. This section shall survive termination of this Agreement.



16.9 Legal Expenses. If either party is required to bring or maintain any action (not including mediation) to enforce any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall be entitled to all the costs incurred by the prevailing party, including reasonable attorneys' fees awarded by a court with jurisdiction.

16.10 Approval. This Lease is subject to approval by Resolution and/or Ordinance, adopted by the Spokane City Council.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above set forth.

**LESSOR:**

**CATHOLIC HOUSING VENTURES**, a Washington non-profit organization

By \_\_\_\_\_  
Its: Chief Housing Officer

**LESSEE:**

**CITY OF SPOKANE, PARK BOARD**

By \_\_\_\_\_  
Its: President

Approved as to Form:

By: \_\_\_\_\_  
Assistant City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the Chief Housing Officer of Catholic Housing Ventures the non-profit organization that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said banking corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_ known to me to be the Chair of the CITY OF SPOKANE, PARK BOARD, known to me to be the City Clerk of the City of Spokane, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that they was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

A parcel of land, within Tract E of Abernethy Tract, as recorded in Vol. D of Plats, page 6, in the City and County of Spokane, State of Washington, lying parallel with and adjacent to the East line of vacated 12<sup>th</sup> Street, South of P.S. H. NO. 2, in the Northwest Quarter of Section 26, Township 25 North, Range 42 East W.M., described as follows:

Beginning at the N.E. corner of Lot 6, block 6, Garden Springs Addition as per plat recorded in Vol. "A", of Plats, page 114; thence E. along the N. line of said lot extended to a point on the E. line of vacated 12<sup>th</sup> St. thence N. along the E. line of vacated 12<sup>th</sup> St. 3 feet to a point, which is the True Point of Beginning; thence E. along a line parallel to the N. line of Lot 6, a distance of 43 ft. to a point; thence S. along a line parallel with and 43 feet E. of the E. line of vacated 12<sup>th</sup> St. a distance of 121 feet to a point on the E. line of vacated 12<sup>th</sup> St, said point being 280 feet S. of the TPOB; thence N. along the E. line of vacated 12<sup>th</sup> St. a distance of 280 feet to the TPOB.

DRAFT

**EXHIBIT B**  
**DEPICTION OF PROPERTY**

DRAFT

**EXHIBIT C**  
**MINIMUM INSURANCE REQUIREMENTS**

**Commented [MK8]:** Nick, I will send an email to Scott Jordan and cc you to see what insurance requirements will be needed.

DRAFT

Dear Spokane Park Board Members,

Thank you again for your thoughtful consideration of our ongoing discussions regarding an easement across the Fish Lake Trail to access my property. I greatly appreciate the opportunity to present this formal proposal, which I believe balances the interests of the Park Board, trail users, and our development plans.

We are committed to creating a partnership with the City that prioritizes safety, fair compensation, and stewardship of public lands, while responsibly allowing access to our property.

---

## **Proposal Summary**

We are seeking an easement to support residential development on our property. Our proposal addresses the Board's concerns and includes clear commitments for compensation, safety enhancements, maintenance, and land dedication.

---

### **1. Addressing Unauthorized Access**

- We will resolve the current unauthorized access issue by obtaining formal agreement from our neighbor to participate in this easement.

---

### **2. Safety Improvements for Trail Users**

- We will contribute tangible safety improvements for trail users, such as upgraded signage and crossing safety features.
- We welcome collaboration with Park staff to determine the most effective safety measures.

---

### **3. Compensation & Unit Count Options**

To address the Board's interest in fair market valuation, we propose the following structure:

- **Access for up to 6 units:**
  - Compensation of **\$5,000 per lot** at the time of build.

- **We will dedicate a parcel of land equal to the square footage of the easement area** back to the Park system — ensuring the Park retains the same land area.
  - Includes full maintenance commitment and land dedication (detailed below).
  - **If the Board desires higher compensation (six figures):**
    - We propose access for **up to 20 units** to support this increased valuation.
    - Maintain the **\$5,000 per lot at time of build** structure.
    - **Additionally, we will dedicate 2 times the square footage of the easement area** back to the Park system — ensuring the Park retains the area.
- 

#### 4. Ongoing Maintenance Commitment

- We will assume **full responsibility** for the construction, maintenance, and future replacement of the access improvements across Park land, at no cost to the City.
  - We will ensure **Parks & Recreation retains access** to the easement area for their own maintenance and operations as needed.
- 

#### 6. Public Access & Safety Commitment

- I lost my leg in a mountain bike accident nearly 2 years ago due to poor signage. As someone with firsthand experience of the importance of pedestrian and cyclist safety, I am personally dedicated to making this crossing as safe as possible.
  - We are committed to enhancing trail safety and responsibly managing any shared use concerns.
- 

#### 7. Minimizing Environmental Impact and Visual Disturbance

- The road construction will be designed to be **low-profile and discreet**, incorporating **natural rock screening and landscaping buffers** to visually shield the access route from trail users.
- Our goal is to maintain the park's natural beauty and ensure that trail users experience **little to no noticeable visual impact** from the new access road.