



**Special Meeting of the Land Committee of the
Spokane Park Board**

January 6, 2016, 3:00 p.m. – 5:00 p.m.
City Hall Council Briefing Center Conference Room – Lower Level
808 W Spokane Falls Boulevard
Spokane, Washington
Tony Madunich – Park Operations Director

Committee Members:

X Van Voorhis, Ken – Chairperson
X Kelley, Ross
X McGregor, Ted
X Selinger, Samuel
X Traver, Susan

Also present:

Park Board:

Chris Wright

Parks Staff:

Leroy Eadie
Garrett Jones
Tony Madunich
Al Vorderbrueggen

Other City Staff:

Pat Dalton

Guest(s):

Carl Guenzel
Tom Quigley
Stanley Schwartz

(Note: Samuel Selinger attended telephonically. Chris Wright arrived about 3:10pm.)

Summary

- The Committee recommended Park Board approve the revised Agreement with St. Aloysius for Heath Park.
- The Conservation Futures update was postponed.
- Southside Sports Complex / KXLY Transaction – Topic background, project scope, expectations and responsibilities, and draft documents were reviewed and discussed.
- A Property Acquisition Questionnaire regarding property adjacent to Drumheller Springs was provided and reviewed by Staff.
- The background of Grounds Maintenance of other City owned Properties, and Park Staff assistance to develop maintenance programs for such properties, were reviewed by Staff.
- The Committee Chairperson reviewed concerns regarding Bridge Maintenance, and requested Committee Member input regarding strategic planning.
- The Park Operations Financial Report was not available. It will be included at the Finance Committee meeting.
- A written Capital Projects update list was provided. Discussion focused on Glover Field.
- A CSO Tank update will be given at the next Committee meeting.

MINUTES

The meeting was called to order at 3:04 p.m. by Chairperson Ken Van Voorhis. Introductions were made. The agenda order was changed as the meeting progressed.

Action Items:

1. **Heath Park Agreement with St. Aloysius** – The background of the agreement and recent revisions to it, as well as conversations with school authorities were reviewed by Staff. Saint Aloysius representatives were encouraged to attend this meeting. Questions, clarifications, options, and concerns were discussed. City Legal Staff provided legal comment as appropriate.

Motion #1: Ross Kelley motioned to recommend approval of the agreement with St. Aloysius Parish for Heath Park.

Ted McGregor seconded. Motion passed. Ken Van Voorhis voted against it.

Information Items:

1. **Conservation Futures Update** – This item was postponed.

2. **Southside Sports Complex / KXLY Transaction** – The Committee Chairperson and Park Staff reviewed the item background. Guest, Stan Schwartz, reviewed the project scope, expectations and responsibilities, and draft documents. Questions, concerns, and timeline were discussed.

Discussion Items:

1. **Property Adjacent to Drumheller Springs** – A Property Acquisition Questionnaire was provided and reviewed by Staff. Clarifications, concerns, questions, and support for acquisition were discussed.

2. **Grounds Maintenance of other City Owned Properties** – Staff reviewed the topic background, and assisting with development of maintenance programs for City properties for which various City Departments are responsible. Questions, concerns, benefits, and history were discussed.

3. **Bridge Maintenance** – The Committee Chairperson reviewed concerns and requested Committee Member input. Comments, concerns, and strategic planning were discussed.

Standing Report Items:

1. **Park Operations Financial Report** – No report was available. It will be included at the Finance Committee meeting.

2. **Capital Projects Update** – A written list was provided. Discussion focused on Glover Field.

3. **CSO Tank Update** – An update will be given at the next Committee meeting. Questions regarding Peaceful Valley and Glover Field were briefly discussed.

Other Items:

1. **Storm Debris** – Due to weather and lack of staffing, clean-up will resume in the spring. Urban Forestry Staff should also be consulted regarding possible work needed by their staff.

2. **Latah Creek Trail** – The Committee Chairperson advised of citizen efforts to develop a trail.

Meeting adjourned at 5:14 p.m. Next scheduled meeting is February 3, 2016, at 3:00 p.m. in the Council Briefing Center Conference Room, Lower Level of City Hall.

AGREEMENT

This Agreement is between the City of Spokane Parks and Recreation Department, whose address is 808 W. Spokane Falls Blvd., Spokane, WA 99201 (Parks) and the Saint Aloysius Parish, whose address is 330 E Boone Ave., Spokane, WA 99202 (Parish).

WHEREAS, for 35 years Parks has leased from the Catholic Diocese of Spokane land commonly referred to as "Heath Park," located in the East 600 block of Augusta Avenue near the Saint Aloysius Grade School (the Premises, identified as Exhibit A), and

WHEREAS, this lease ends on 12/31/2015, and

WHEREAS, the parties hereto desire to continue some public use of the Premises but do not wish to continue with the existing lessor-lessee relationship, and

WHEREAS, this Agreement will identify the rights and obligations of the parties concerning the Premises –

NOW, THEREFORE, the Parish and Parks agree as follows:

1. Parks will inspect, maintain and repair the playground equipment and fall-surfacing depicted in Exhibit B only. Replacement of playground equipment, once it has reached the end of its useful life, is dependent upon available funding. Parks is not obligated to replace the playground equipment under this agreement.
2. The Parish will inspect the Premises and pick up garbage and litter daily and will repair and maintain all fencing.
3. The Parish will have non-exclusive use and supervision of the playground equipment from 7:00 am opening of the Premises until 6:00 pm, Monday through Friday. The Parish will inform Parks of any safety issues it observes or should have observed concerning the playground equipment.
4. The Parish will indemnify and hold harmless the City of Spokane against any claims that arise from use of the playground equipment during the hours when the Parish has the use and supervision of the playground equipment. In the hours the Parish does not have use and supervision of the equipment (Section 3), the City of Spokane will indemnify and hold harmless the Parish against any claims that arise from use of the

equipment. Each party will be responsible for its own negligence and neither party shall be responsible for the negligent acts or failures to act of the other party.

5. This Agreement will require the advance approval of both parties if the playground equipment depicted in Exhibit B is to be moved or altered by either party.
6. The Parish will manage and care for the remainder of the property identified in Exhibit A.
7. The term of this Agreement is three (3) years, commencing on January 1, 2016.
8. The Parish shall maintain at its sole expense and for the term the City enters the premises; General Liability Insurance coverage for the "Heath Park" premises, in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00). The Parish shall provide the City with a current Certificate of Insurance naming the City of Spokane as Additional Insured.
9. This Agreement may be modified with mutual agreement of the parties, and executed with the same written formality as this Agreement.
10. CONTRACT DOCUMENTS. The contract documents are this Agreement and any supporting documents outlining the Heath Park premises and the City Parks and Recreation Department's use. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These contract documents are on file in the City of Spokane Parks and Recreation Department, and are incorporated into this Agreement by reference, as if they were set forth at length.
11. TERMINATION. Either party may terminate this Agreement by thirty (30) days written notice to the other party. In the event of such termination, the parties shall agree and finalize all work, discussions and understandings previously authorized and performed prior to the termination date.
12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The parties agree to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the parties.
13. ASSIGNMENTS. The parties may not assign, delegate, transfer or sublet any part of the work under this Agreement, or assign any monies due, without the written approval of the parties, except as may be required by law.
14. ANTI KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire

any interest in the Agreement, 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 the Agreement.

15. INTEGRATION. This Agreement, including any and all exhibits and schedules referred to herein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
16. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
17. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that apply to the subject matter of this Agreement, and thus are incorporated herein by reference.
18. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in a court of competent jurisdiction in Spokane County, Washington.
19. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

CITY OF SPOKANE PARK BOARD

RESOLUTION

A Resolution supporting a potential letter of intent between Parks and Recreation and KXLY for certain improvements to the Southside Sports Complex

WHEREAS, the Park Board is empowered by the City Charter to lay out, establish, purchase, procure, accept, and have the care, management control and improvement of, all parks and grounds used for park purposes, all boulevards, connecting parks and structures thereon, and all parkways, and

WHEREAS the Park Board is empowered by the City Charter to exercise supervision over all shade trees, shrubs and plants of all kinds on or in the streets and public places of the city, and over all resting places, water stations, playgrounds and parade grounds, and

WHEREAS the Park Board is empowered by the City Charter to make rules and regulations for the use of parks and provide for the enforcement of such rules and regulations, and

WHEREAS the Park Board is empowered by the City Charter to improve and adorn parks and park property and do all things necessary or proper to render the parks or other property of value to the public, and

WHEREAS the Park Board is empowered by the City Charter to grant concessions, leases and privileges under such restrictions and for such compensation as it shall prescribe, and

WHEREAS the Park Board is empowered by the City Charter to adopt an annual budget for Parks and Recreation, and

WHEREAS, the Parks Board owns and operates the Southside Sports Complex at 2700 E. 46th Avenue, Spokane WA, and

WHEREAS, KXLY owns 15 acres at 5222 S. Regal which they plan to develop into a retail area over the next couple years that currently has zoning and development agreement approvals in place, and

WHEREAS, KXLY owns an additional 14 acres immediately west of the 15 acre parcel that contains two broadcast towers that may be available for expansion of the Southside Sports Complex, and

WHEREAS, KXLY desires to access the 15 acre parcel from a four way intersection planned for Regal Street & Palouse Highway, and

WHEREAS, in order to access the 15 acre parcel from the four way intersection, an access road is needed that will cross a portion of the Southside Sports Complex, and

WHEREAS, the Park Board is interested in exploring the concept of allowing use or sale of Park Property for full market value in exchange for improvements to the Southside Sports Complex, while preserving full recreational value of the complex, and

WHEREAS, the Park Board cannot sell Park property without the approval of citizens in a general election, and

WHEREAS, the Land Committee has reviewed the site plan and draft Letter of Intent at their regular December 2013 and January 2014 meetings,

NOW THEREFORE, IT IS HEREBY RESOLVED that the Park Board generally agrees to the attached conceptual Site Plan & Letter of Intent describing the desire of Parks and KXLY to work together in the coming months on an agreement to allow access across Park property in exchange for equal value improvements to the Southside Sports Complex, subject to any provisions in the City Charter restricting the sale or exchange of park property without a public vote.

Dated this ____ day of April, 2014.

Park Board President

January ___, 2014

QueenB Radio, Inc., a Washington corporation
500 West Boone Avenue
Spokane, WA 99201-2491

City of Spokane, Park Department
Attn: Leroy Eadie, Parks Director
808 West Spokane Falls Boulevard
Spokane, WA 99201

Re: Lease/Acquisition/Exchange Real Property

The purpose of this joint letter ("**Letter of Intent**") is to set forth the preliminary interest and general understanding of both QueenB Radio, Inc., ("**KXLY**") and City of Spokane Park Board ("**Parks**"), with respect to the exchange, lease and/or sale and development of the Properties (as herein defined). KXLY and the City are jointly referred to as "**Parties**".

This Letter of Intent is not intended to create binding legal obligations on KXLY or Parks, or on the part of any other person or entity, until such time as definitive agreements (the "**Exchange Agreements**") providing for all of the terms, covenants, conditions and understandings of the exchange, lease, and/or sale and development of the Properties are executed and binding.

The following sets forth the general understanding and intent of the Parties regarding the Properties.

1. The Properties.

A. KXLY owns certain real property located in the City of Spokane, Spokane County, Washington, consisting of approximately 14 acres, as more particularly described on the attached Exhibit A ("**KXLY Property**"). The KXLY Property contains two existing broadcast towers, a small unmanned radio transmitter building, and a generator building, plus improvements. The KXLY Property is zoned RSF.

B. The City Park Department owns certain real property in the City of Spokane, Spokane County, Washington, consisting of approximately [] acres, as more particularly described on the attached Exhibit B ("**Park Property**"). The Park Property is located to the north of the KXLY Property and is developed as a youth sporting complex, which

includes soccer fields, baseball diamonds, surface parking, and a storage area. The Park Property is presently zoned RSF.

C. The City of Spokane owns certain real property in the City of Spokane, Spokane County, Washington, consisting of approximately [] acres, as more particularly described on the attached Exhibit C ("**City Property**"). The City Property is located to the south of the City Park Property and to the north of the KXLY Property. The City Property is zoned RSF and presently contains no improvements except for satellite dishes and related facilities.

D. The KXLY Property, the Park Property, and the City Property are collectively referred to as the "**Properties**".

2. Background.

A. Adjacent and to the east of the KXLY Property is an additional fifteen (15) acres of property, owned by KXLY, which is located south of the intersection of Regal Street and the Palouse Highway ("**Additional KXLY Property**"). The Additional KXLY Property is presently zoned CC2-DC, subject to a Development Agreement with the City of Spokane.

Adjacent to the present three-way intersection of Regal Street and East Palouse Highway, is property owned Dave Black Properties, a Washington limited partnership, that is zoned CC2-DC, subject to a Development Agreement ("**Black Property**"). The Black Property is further subject to a Purchase and Sale Agreement and a building permit issued by the City of Spokane for the development of a Target store. To properly mitigate the transportation impacts from the development of the Target store, Black is required to install a signalized intersection at Regal Street and Palouse Highway (the "**Signalized Intersection**"). See Exhibit D. The Signalized Intersection will improve traffic movements for north and south bound traffic on Regal Street and east bound traffic on Palouse Highway. No street construction is planned for traffic moving to the west of Regal Street on an extended Palouse Highway or other street.

3. Purpose. The Parties believe that the development of the Black Property, along with the adoption of the Integrated Site Plan under the above Development Agreements, provides an opportunity to enhance the use and enjoyment of the KXLY Property, the Park Property and the City Property through the exchange, lease, and/or sale of Properties, construction of improvements on the Properties, and other matters related to the Properties.

4. Exchange Agreement. The Parties desire to enter into an Exchange Agreement that provides the following.

A. Phase I.

1. The Park Board will dedicate a part of the Park Property that connects to and creates the fourth leg of the Regal Street and East Palouse Highway intersection that is

generally depicted on Exhibit D ("Joint Access"). The Joint Access shall provide ingress and egress to South Regal Street and the East Palouse Highway for the Park Property, the KXLY Property, and the Additional KXLY Property in accordance with all land entitlements relating to the Properties, as presently existing or hereafter conferred.

2. As consideration for dedication of the Joint Access, KXLY shall improve the Joint Access as reasonably necessary to provide ingress and egress to the Properties, and KXLY will relocate onto the KXLY Property any displaced soccer field(s) and related parking, all to the Park Board's satisfaction ("Phase I KXLY Property Improvements"). KXLY will convey fee ownership of such replacement soccer fields to Parks, subject to such easements as are reasonably necessary to accommodate KXLY's operation and maintenance of its AM radio broadcast towers.

3. It is anticipated that, through separate agreement, the City of Spokane (the "City") and KXLY will negotiate the terms under which the City will sell and KXLY will purchase the City Property, the purchase price to be paid by KXLY in cash at closing.

B. Phase II.

1. KXLY shall transfer and convey to Parks the KXLY Property for the purpose of developing youth sports soccer fields and associated improvements, as set forth on attached Exhibit E ("Phase II KXLY Property Improvements"). Through the Exchange Agreement, the Parties shall determine the timing and responsibility for construction of the Phase II KXLY Property Improvements.

2. Parks shall lease to KXLY, with the intent to convey in fee simple, the remaining Park Property to be used and developed as a mixed-use project, generally consisting of office, commercial, and residential housing. Prior to the lease, sale, or transfer, the Park Property shall be zoned to permit the use set forth in this Letter of Intent and subsequent agreement. The Parties acknowledge that the Park Property may not be sold or exchanged without a vote of the City electors. The Park Board agrees to exercise due diligence and seek authorization from the City electors to sell/exchange the City Park Property as set forth in subsequent agreement of the Parties. Responsibility for the cost of the election will be addressed in the Exchange Agreement.

3. Consideration. In connection with the dedication of Park Property for Joint Access purposes, and in connection with the exchange of Park Property and KXLY Property, the Parties intend that no cash be exchanged and that equivalent value be delivered and conveyed by KXLY to Parks in the form of new soccer fields, related amenities and parking. The Parties will select independent real property appraisers to determine the fair market value (i) the KXLY Property, as improved with the Phase I and Phase II KXLY Property Improvements, (ii) any parking rights KXLY proposes to grant to Parks on the Additional KXLY Property; and (iii) the Park Property (assuming anticipated zoning).

4. City Property. Purchased by KXLY for fair market value during Phase I.

5. Due Diligence.

A. Following the approval of the concepts set forth in this Letter of Intent, the Land Committee of the Park Board will consider the terms and content of this Letter of Intent and make a recommendation to the Park Board at its next regular meeting. Separately, through the office of the Mayor and City administration, KXLY will exercise best efforts to obtain a Letter of Intent for the purchase and sale of the City Property, including if necessary, a recommendation to the City Council, to approve said letter of intent.

B. Subject to the decision of the Park Board, the Parties shall meet, confer, and exercise best efforts to reach agreement on the following:

(1) the documents, their form and content, including but not limited to: the Lease and Purchase Agreement for the Park Property, Transfer Agreement for the KXLY Property, Development Agreement (for construction of City Street, displaced City parking and relocated soccer field(s)) and a Joint Parking Agreement, and other documents as determined necessary by the Parties and their attorneys ("**Exchange Agreements**");

(2) the form, content and person to perform the real property evaluation establishing the value of (i) the KXLY Property, as improved with the Phase I and Phase II KXLY Property Improvements, (ii) any parking rights KXLY proposes to grant to Parks on the Additional KXLY Property; and (iii) the Park Property (assuming anticipated zoning);

(3) other studies which are determined to be necessary; and

(4) the public process and obligations for development, to include but not be limited to, lease, transfer, sale, design, and construction.

The Exchange Agreements must contain such terms, conditions, representations and warranties between the Parties as are: (a) customary in a real property transaction of this nature; (b) in compliance with Washington Law, City of Spokane Charter and other federal, state, and local laws; (c) and acceptable to the Parties.

6. Inspection of the Property; Preliminary Study Period. The Exchange Agreements shall provide for a six (6) month due diligence period during which the Parties may conduct such evaluations and investigations of the Park Property and KXLY Property as each of the Parties deems necessary. Either of the Parties will have the absolute right to cancel the Exchange Agreements if, during this due diligence period, it is discovered that a particular property is not suitable for its intended purpose or that ownership of the property would subject the party to unreasonable risk of financial liability.

November __, 2013

Page 5

7. Reliance, Estoppel and Indemnity. The Parties understand that all costs, expenses and fees ("**Expenses**") related to this Letter of Intent shall be paid by the party incurring such Expenses without recourse against the other party. No claim for Expenses or liability of any kind related to this Letter of Intent shall be based upon reliance, estoppel, or equity. In the event the Parties do not reach agreement on the Exchange Agreements, this Letter of Intent shall terminate without any liability to the Parties.

**DRAFT
WORK IN
PROGRESS**



**Proposed Park Easement Exhibit
Southgate - KXLY**

5222 S REGAL ST, Spokane - WA | BWA | 13-175 | Schematic Design |

RELOCATED RESTROOM FACILITIES BY DEVELOPER
- FINAL LOCATION TO BE MUTUALLY AGREED UPON.
NEW FACILITIES TO BE CONSTRUCTED IN 'LIKE-KIND'
TO EXISTING RESTROOM FACILITIES.

PARK IMPROVEMENTS & AMENITIES BY
OTHERS. DIRECT PEDESTRIAN
CONNECTION FROM RELOCATED PARK
PARKING FROM LOCATIONS SHOWN.

PROPOSED CONFIGURATION OF
MULTI-MODAL TRAIL EXTENSION FROM
TERMINATION OF DEVELOPER
CONSTRUCTED PORTION BY OTHERS.
CONNECTS TO PROPOSED RELOCATED
AND/OR NEW PARK IMPROVEMENTS.

PROPOSED RELOCATED STALLS w/
DIRECT ACCESS TO PARK &
IMPROVEMENTS: ±138 STALLS

PROPOSED
RELOCATED
STALLS w/
DIRECT ACCESS
TO PARK &
IMPROVEMENTS:
±12 STALLS

RELOCATE EXISTING
RESTROOM
FACILITIES

CITY PROPERTY
CURRENTLY UNDER
CONTRACT.

MULTI-MODAL TRAIL EXTENSION
FROM CONTROLLED INTERSECTION
BY DEVELOPER. TRAIL SECTION
PER SGN CONNECTIVITY PLAN.

PROPOSED
EASEMENT

RECONSTRUCTED PARKING
ON PARK PROPERTY BY
DEVELOPER: ±45 STALLS

± 99 EXISTING
PARKING STALLS TO
BE RELOCATED /
RECONSTRUCTED AT
1:1 RATIO.

TERMINATION OF
DEVELOPER
CONSTRUCTED
MULTI-MODAL
TRAIL EXTENSION.

AFTER RECORDING RETURN TO:

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

ACCESS EASEMENT AND AGREEMENT

This ACCESS EASEMENT AND AGREEMENT is made and executed this _____ day of _____, 2016 by the City of Spokane, Parks Department ("**City**"), as "**Grantor**" by and between 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 City 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. The Park Property is presently zoned RSF.

B. 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 ("**KXLY Property**"). See Exhibit B.

C. The City of Spokane owns land in between and adjacent to both the Park Property and the 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**").

D. To mitigate the transportation impacts from the development of real property a signalized intersection was 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.

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

F. The Parties believe that the development of the west access to the Signalized Intersection, provides an opportunity to enhance the use and enjoyment of the Park Property, the KXLY Property and the City Property ("**Benefitted Properties**") through the conveyance of an easement with construction and maintenance of improvements that will provide pedestrian and vehicular access ("**Joint Access**") to the Benefitted Properties. See Exhibit C.

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. 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 Burdened Property (defined below) 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 pedestrian and vehicle access to the Benefitted Properties 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. It is intended that the Easement Area provide public access to the Benefitted Properties from Regal Street and Palouse Highway through the Signalized Intersection.

3. CONSIDERATION. The consideration for this easement is set forth herein.

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

A. Duration. This 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 to the Parties, their heirs, successors and assigns.

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: (a) unreasonably interfere with the use permitted through this Easement or (b) the covenants set forth in this Section 4.

C. Design and Schedule. KXLY, through its agents and contractor, shall, at its cost and expense, design, engineer, survey, construct, warrant and otherwise develop the Joint Access as a local access commercial street with a design deviation to reduce the width of the right of way, address aspects of the site, provide traffic calming features, achieve superior design function and terminate at the KXLY Property. Prior to improving the Joint Access as generally described above, the following shall be reviewed and approved by the Parties:

- (1) a site plan with preliminary schematic drawings depicting the Joint Access; and
- (2) a schedule to construct the Joint Access.

The items identified in Sections 4 C(1) and (2) above are collectively referred to as the **"Initial Joint Access Plans"**.

D. Permits. Following agreement on the Initial Joint Access Plans, KXLY will obtain all Governmental Approvals and Permits that are required for the commencement and completion of the Joint Access. "Governmental Approvals" means the receipt of valid permits, permission or other approvals and entitlements necessary for the construction, use and operation of the Joint Access that are issued by the City. "Permits" means all written approvals, licenses, permits, authorizations, consents, grants, orders or deviations from the City under any law, ordinance, regulation or standard that authorizes development and use of the Joint Access.

E. Construction. KXLY or its contractor, shall upon ten (10) days advance written notice to Grantor have the right to enter and remain in the Easement Area to include a reasonable area of the Burdened Property for the purpose of constructing the Joint Access and utilities in the Easement Area. The Joint Access shall be constructed in accordance with the plans and specifications approved by the City. The Grantee shall, after construction is complete repair any damage caused by such work within Easement Area or other affected area at its sole cost and expense. Grantee shall maintain adequate insurance and bonds to protect against such claims, losses and damage.

F. Maintenance. KXLY at its cost and expense will maintain and repair the improvements in the Easement Area 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 damage and cracks which result from reasonable wear and tear; provided KXLY shall not be required nor responsible to restore or repair the structural or subsurface area(s) of the Joint Access nor place asphalt or similar product over an area greater than twenty five lineal feet. The "subsurface area" means that area below the asphalt or similar product that consists of the surface of the Joint Access. When it is determined through reasonable engineering judgment, that greater than seventy-five percent (75%) of the vehicular portion of the Joint Access should be resurfaced, the Parties shall meet and confer to discuss allocation of the costs, benefits and schedule for such resurfacing.

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.

G. Conforming Easement to "As Built" Construction. Following construction of the Joint Access, KXLY shall provide a current survey that depicts (a) the Joint Access and (b) the boundary between the Park Property and the City Property with the Parties thereafter conforming the Easement Area consistent with the installed improvements.

H. Displacement of Park Department Surface Parking. Prior to construction of the Joint Access, KXLY and the Park Department, through its Director, shall meet and confer to identify the number of and relocation of vehicle parking on the Park Property that is displaced as a result of installing the Joint Access. It is intended that KXLY shall, on both KXLY and Park Property, replace each displaced parking stall (estimated to be an eight foot wide parking stall) with at least one similar space ("**Relocated Parking**") prior to the full improvement of the KXLY Property pursuant to the then-existing City land use entitlements. Thereafter, for persons using the Park Property for a sanctioned event or by permission of the Park Department the parking made available on KXLY Property shall be non-exclusive to the Park Department and shall be available on a "first come, first-served basis" with the parking equally available to vehicles who are using or otherwise occupying the KXLY Property for its intended purpose. KXLY shall be responsible to improve, maintain, repair, resurface, stripe, sweep, and remove snow and litter from the Relocated Parking, at no cost to the Park Department. Appropriate signage for such available parking shall be placed on both the Park and KXLY Property in mutually agreed locations.

I. Replacement of Athletic Field. In addition to the above consideration, prior to construction of the Joint Access, the Parties shall meet and confer to discuss the relocation or replacement of all or any portion of an athletic field that is reasonably affected by the Joint Access. In the event less than fifty percent (50%) of an existing and delineated athletic field is affected, KXLY shall be under no responsibility to replace such field.

5. MEDIATION AND ARBITRATION. 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.

Mediation. 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.

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.

6. 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.

7. 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
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attn: Park Director

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.

8. 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

By _____
Its: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, 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 _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this _____ day of _____, 2016, 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 _____

Property Acquisition Questionnaire

3121 N Ash, Parcel 25014.4607, .34 acres

1. Does acquisition have support of neighborhood organizations and citizens?

Comments: Unknown level of support. General public is likely not aware of availability of property or that it might be sold. Upper Columbia United Tribes has indicated preliminary interest in seeing the property remain public land.

2. Does acquisition serve unmet needs?

Comments: There have not been any unmet needs identified at this location

3. Does acquisition rely on Park funding, have an outside funding source, or is it being donated? (How much Park funding would be required:___0___)

Comments: Parcel is currently owned by City of Spokane Community Development who would transfer ownership to Parks.

4. Does acquisition incur new maintenance responsibilities or other on-going costs or require development or improvements? (Estimated cost:___minimal___)

Comments: Upper Columbia United Tribes provides most maintenance for Drumheller Conservation Land and would include this parcel.

5. Does acquisition appeal to narrow population base or potentially all citizens of Spokane?

Comments: Potentially all citizens to varying degrees.

6. Is acquisition accessible to public?

Comments: Limited access. There is a driveway off Ash Street but access is hazardous because of limited visibility with curve in road. Property can be accessed by foot from adjacent park property.

7. Does acquisition enhance or benefit existing park land? Yes

Comments: Property is immediately adjacent to existing park property.

8. Does property have any special or unique features or cultural significance that should be preserved and make it more desirable? Yes

Comments: This area has cultural significance due to historical use by Native Americans.

9. Does acquisition have any liabilities (i.e. hazmat, unwanted structures, or immediate improvements needed) or use restrictions? (identify liabilities: _____ none known _____)

Comments:

10. Does the acquisition have potential to generate new revenues for Park Fund? (anticipated revenue: _____ none _____)

Comments:

11. Is the property within the City limits? Yes

Comments:

12. Does the property function as a buffer or habitat corridor to enhance and preserve environmentally sensitive areas such as wetlands, groundwater recharge areas, or flora and fauna?

Comments: Property does buffer adjacent residential properties from busy arterial street.

13. Is there potential threat of non-compatible development and loss of public use? Yes

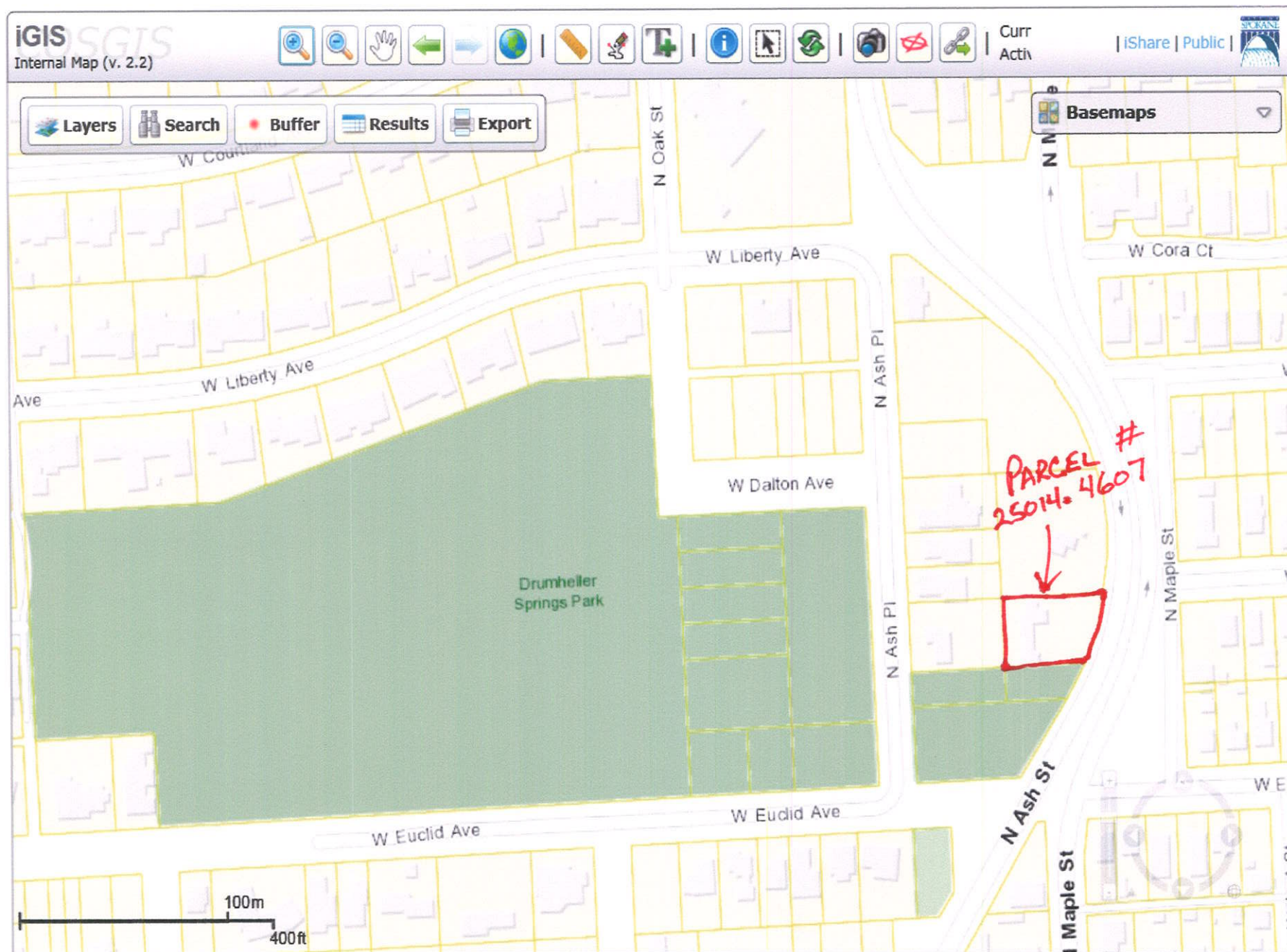
Comments: City was planning on disposing of property and putting it up for sale.

14. Would acquiring property reduce tax revenues? (assessed value is: \$35,000)

Comments: Acquiring property would not reduce tax revenue as it is currently owned by City.

Other comments, special circumstances, or considerations:

This property was identified as surplus by the City with intent to put it up for sale. That sale has been put on hold pending consideration of acquiring the property as park land. There was a single family residence on the property which has been removed. Some utilities and a driveway remain.





Google earth



City of Spokane Park Operations: Special Projects 2016				
Project Description	Funding Source	Project Status	Estimated Cost	Updated
CHHS FUNDED				
Rochester Heights Park Improvements	Community, Housing & Human Services	Forming scope	\$ 20,000.00	1/6/2016
Peaceful Valley Lighting Upgrades	Community, Housing & Human Services	Forming scope	\$ 12,000.00	1/6/2016
Hays Park Improvements	Community, Housing & Human Services	Forming scope	\$ 15,000.00	1/6/2016
Coeur D' Alene Park Improvements	Community, Housing & Human Services	Forming scope	\$ 25,000.00	1/6/2016
Mission Park Volleyball/Sports court Project	Community, Housing & Human Services	Forming estimate	\$ 35,000.00	10/5/2015
Peaceful Valley River walk Enhancements	Community, Housing & Human Services	Ready to bid	\$ 53,500.00	11/4/2015
Harmon Park Pedestrian Lighting Project	Community, Housing & Human Services	Under construction	\$ 65,000.00	1/6/2016
Polly Judd Park North Entrance Improvements and Community Garden Proposal	Community, Housing & Human Services	Identifying other funding options	\$ 14,000.00	10/5/2015
Shadle Park Amphitheatre Demolition and Reconstruction	Community, Housing & Human Services	Ready for demo	\$ 25,000.00	1/6/2016
Overlook Park Improvements	Community, Housing & Human Services/Parks	Receiving quotes for signage	\$ 5,000.00	9/30/2015
PARKS CAPITAL				
Asphalt Repairs	2016 Parks Capital	Forming scope	\$ 75,000.00	1/6/2016
Park System Restroom Infrastructure	2016 Parks Capital	Forming scope	\$ 30,000.00	1/6/2016
Coeur D' Alene Park Entrances/Pathways Install	2016 Parks Capital	Forming scope	\$ 75,000.00	1/6/2016

City of Spokane Park Operations: Special Projects 2016				
Project Description	Funding Source	Project Status	Estimated Cost	Updated
Edwidge Woldson Park Restroom Design	2016 Parks Capital		\$ 15,000.00	1/6/2016
Corbin Park Tennis Court Install	2016 Parks Capital		\$ 60,000.00	1/6/2016
Historic Rock Repairs	2016 Parks Capital		\$ 40,000.00	1/6/2016
Building Security Upgrades	2016 Parks Capital	Implement recommendations from study	\$ 40,000.00	1/6/2016
Park System Lighting Upgrades	2016 Parks Capital		\$ 200,000.00	1/6/2016
Playground Replacements	2016 Parks Capital	Under Designs	\$ 90,000.00	1/6/2016
Park Irrigation	2016 Parks Capital	Comstock and Franklin Parks	\$ 30,000.00	1/6/2016
Roof Replacements	2016 Parks Capital		\$ 30,000.00	1/6/2016
Sidewalk Replacements	2016 Parks Capital		\$ 20,000.00	1/6/2016
Shade/Safety Structures (Merkel and Franklin)	2016 Parks Capital	Updated footing engineering completed	\$ 50,000.00	1/6/2016
Youth Baseball Field Improvements	2016 Parks Capital		\$ 25,000.00	1/6/2016
Lower Manito Park Playground	(2015 Parks Capital Carryover)	Equipment purchased and forming bid documents	\$ 50,000.00	1/6/2016
Coeur D' Alene Park Entrances/Pathways Design	(2015 Parks Capital Carryover)	Under contract	\$ 10,000.00	1/6/2016
Corbin Park Tennis Courts Design	(2015 Parks Capital Carryover)	Under contract	\$ 7,500.00	1/6/2016
Peaceful Valley Sports/Futsal Court	(2015 Parks Capital Carryover)	Final plans complete	\$ 34,000.00	1/6/2016

City of Spokane Park Operations: Special Projects 2016				
Project Description	Funding Source	Project Status	Estimated Cost	Updated
Recycling Equipment Install	(2015 Parks Capital Carryover)	Under construction	\$ 20,000.00	1/6/2016
Merkel Lighting Upgrade	(2015 Parks Capital Carryover)	Purchasing lighting equipment	\$ 25,000.00	1/6/2016
Sports Field/Aquatics Lighting Upgrades	(2015 Parks Capital Carryover)	Purchasing lighting equipment	\$ 178,000.00	1/6/2016
OTHER FUNDING				
Dutch Jakes Park Plan	Neighborhood/Parks		\$ 10,000.00	1/6/2016
Mirror Pond Project	RCO		\$ 180,000.00	1/6/2016
SE Complex Park Plan	Strategic Investments	working on phase 2 plan	\$ 16,000.00	1/6/2016
Glover Field Park Plan	Strategic Investments	Compiling comments from neighborhood workshops	\$ 15,000.00	1/6/2016
Irrigation Study	Strategic Investments	Study underway	\$ 22,500.00	1/6/2016
Mission Park Universal Baseball Field	RCO	Scheduling stakeholder meeting	\$ 470,000.00	11/5/2015
PROJECT ADMIN.				
Right-of-way and Boulevard maintenance	Utilities	Resource Management Plan underway		1/6/2016
CSO Projects	Utilities	Bosch Lot, Liberty		1/6/2016
Kendall Yards Centennial Trail Project		Hamblen Overlook sign is being fabricated		11/4/2015