



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

November 2, 2016, 3:00 p.m. – 5:00 p.m.
City Hall Conference Room 5A – Fifth Floor
808 W Spokane Falls Boulevard
Spokane, Washington

Committee Members:

- X Van Voorhis, Ken – Chairperson
- X Gilman, Greta
- X Kelley, Ross
McGregor, Ted
- X Traver, Susan
Mumm, Candace – Council Liaison

Also present:

Park Board:
Chris Wright

Parks Staff:

Fianna Dickson
Leroy Eadie
Garrett Jones
Carl Strong
Al Vorderbrueggen

Other City Staff:

Marcia Davis
Stephanie Zimmerman

Guest(s):

Paul Knowles

(Note: Greta Gilman, Ken Van Voorhis, and Chris Wright arrived within the first fifteen minutes of the meeting. Marcia Davis arrived at an unspecified time.)

Summary

- The Committee forwarded the Soccer Field Ground Lease Agreement between KXLY and Parks, to be accompanied by an updated legal opinion, to Park Board for approval.
- The Committee forwarded the Purchase and Sale Agreement between the Sisters of the Holy Names and the City of Spokane to Park Board.
- The Committee recommended the Sky Prairie Park Master Plan to Park Board for adoption.
- Park Staff reviewed funding and surface improvement options for the Centennial Trail and northeast parking lot at Mission Park. The project is proposed by Engineering and Capital Projects, with construction currently targeted for summer and fall of 2017.
- Per Staff, Park Operations Financials are looking great. There are two vacant positions. Utilities are up-to-date and on budget.
- No Capital Projects update was given.
- Integrated Capital Management Staff gave a CSO Tank update presentation. Highlights included Pettet Drive, Bosch's Lot, T J Meenach and Northwest Boulevard, the Cochran project and disc golf, and Peaceful Valley.

MINUTES

Susan Traver convened the meeting at 3:04 p.m. Ken Van Voorhis assumed control upon his arrival. Agenda order changes were made as the meeting progressed.

Action Items:

1. **Soccer Field Ground Lease between KXLY and Parks** – Copies of the Access and Reciprocal Parking Easements, Ground Lease, and License and Development Agreement were provided. Park Staff reviewed the item background, and summarized the documents and recent revisions. Questions, concerns, clarifications, and additional changes were discussed. Staff will follow-up regarding an updated written legal opinion. The lease will require City Council action, but the easements will not.

Motion #1: Ken Van Voorhis motioned to forward the Lease Agreement, to be accompanied by an updated legal opinion, to the Park Board for approval. Ross Kelley seconded. Motion passed.

2. **Purchase and Sales Agreement between Sisters of the Holy Names and the City of Spokane** – A copy of the Purchase and Sale Agreement was provided. City Park Staff reviewed the item background. County Park Staff reviewed the Agreement. Clarifications, questions, timeline, and funding were discussed.

Motion #2: Ross Kelley motioned to forward the Purchase and Sale Agreement between the Sisters of the Holy Names and the City of Spokane to the Park Board. Ken Van Voorhis seconded. Motion passed.

3. **Sky Prairie Park Master Plan** – The Plan was provided electronically both at, and prior to, the meeting. Park Staff gave a brief overview of the plan and its purpose. The need for a presentation at the Park Board meeting was discussed.

Motion #3: Ken Van Voorhis motioned to recommend the Sky Prairie Park Master Plan to the Park Board for adoption. Ross Kelley seconded. Motion passed.

Information Items: None

Discussion Items:

1. **Mission Park Centennial Trail and Parking Lot Improvements** – Artistic renditions of some improvement options were provided. Park Staff reviewed funding and surface improvements proposed by Engineering and Capital Programs. Construction is currently targeted for summer and fall of 2017. Questions, clarifications, concerns, timeline, and funding were discussed.

Standing Report Items:

1. **Park Operations Financial Report** – Per Park Staff financials are looking great. There are two vacant positions. Utilities are up-to-date and on budget. Discussion focused on capital projects.

2. **Capital Projects Update** – No report was given.

3. **CSO Tank Update** – Questions, clarifications, and comments were discussed during the presentation given by Integrated Capital Management Staff. Highlights included Pettet Drive, Bosch's Lot, T J Meenach and Northwest Boulevard, the Cochran project and disc golf, and Peaceful Valley.

Meeting adjourned at 4:29p.m. Next scheduled meeting is November 30, 2016, at 3:00 p.m. in City Hall Conference Room 5A, located on the fifth floor of City Hall.

AFTER RECORDING RETURN TO:

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

ACCESS AND RECIPROCAL PARKING EASEMENTS

This Access and Reciprocal Parking Easement ("**Easement and Agreement**") is made and executed this _____ day of _____, 2016 ("**Effective Date**") by and between the City of Spokane, Parks Department ("**Park Board**"), as "**Grantor**" and QueenB Radio, Inc., d/b/a KXLY, a Washington Corporation which term includes successors and assigns ("**KXLY**") as "**Grantee**", hereinafter jointly referred to as "**Parties**".

Recitals

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

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

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

D. The City of Spokane owns land in between and adjacent to both the Park Property and the Adjacent KXLY Property which is the subject of a Purchase and Sale

Agreement (Clerk's File OPR 2015-0920) between the City of Spokane and KXLY ("**City Property**").

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

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

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

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

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

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

(see attached **Exhibit D**)

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

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

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

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

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

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

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

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

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

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

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

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

5. RECIPROCAL PARKING AND ACCESS EASEMENT ON KXLY PROPERTY. In consideration for the Access and Parking Easement, KXLY hereby grants and conveys a perpetual non-exclusive easement to the Park Board, its employees, officers, agents, guests, licensees and invitees who are using or occupying the Park Property (collectively, the "**Permitted Users**") to park motor vehicles on the KXLY Property with related vehicle and pedestrian ingress and egress on the areas legally described on Exhibit E ("**Reciprocal Easement**").

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

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

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

6. INSURANCE.

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

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

7. INDEMNIFICATION.

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

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

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

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

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

GRANTOR:

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

GRANTEE:

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

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

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

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

GRANTOR:

GRANTEE:

CITY OF SPOKANE, PARK BOARD

QUEENB RADIO, A WASHINGTON CORPORATION

By _____
Its: Chair

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 _____

EXHIBIT B
KXLY Property

Adjacent KXLY Property

[exhibit on next page]

{S1380118; 2 }

4/11/2016

MapSpokane



MapSpokane

Search Basic Map Map Data

E 47th Ave

S 46th St

Search

Address Parcel

34041.9005

Southside Sports Complex

E 48th Ave

E 48th Ave

E 49th Ave

E 49th Ave

E 50th Ave

E 50th Ave

S Crestline St

S Lee Cir

S Silvana St

34041.9005

0 150 300ft

E 51st Ln

E 51st Ln

S Crestline St

E 52nd Ln

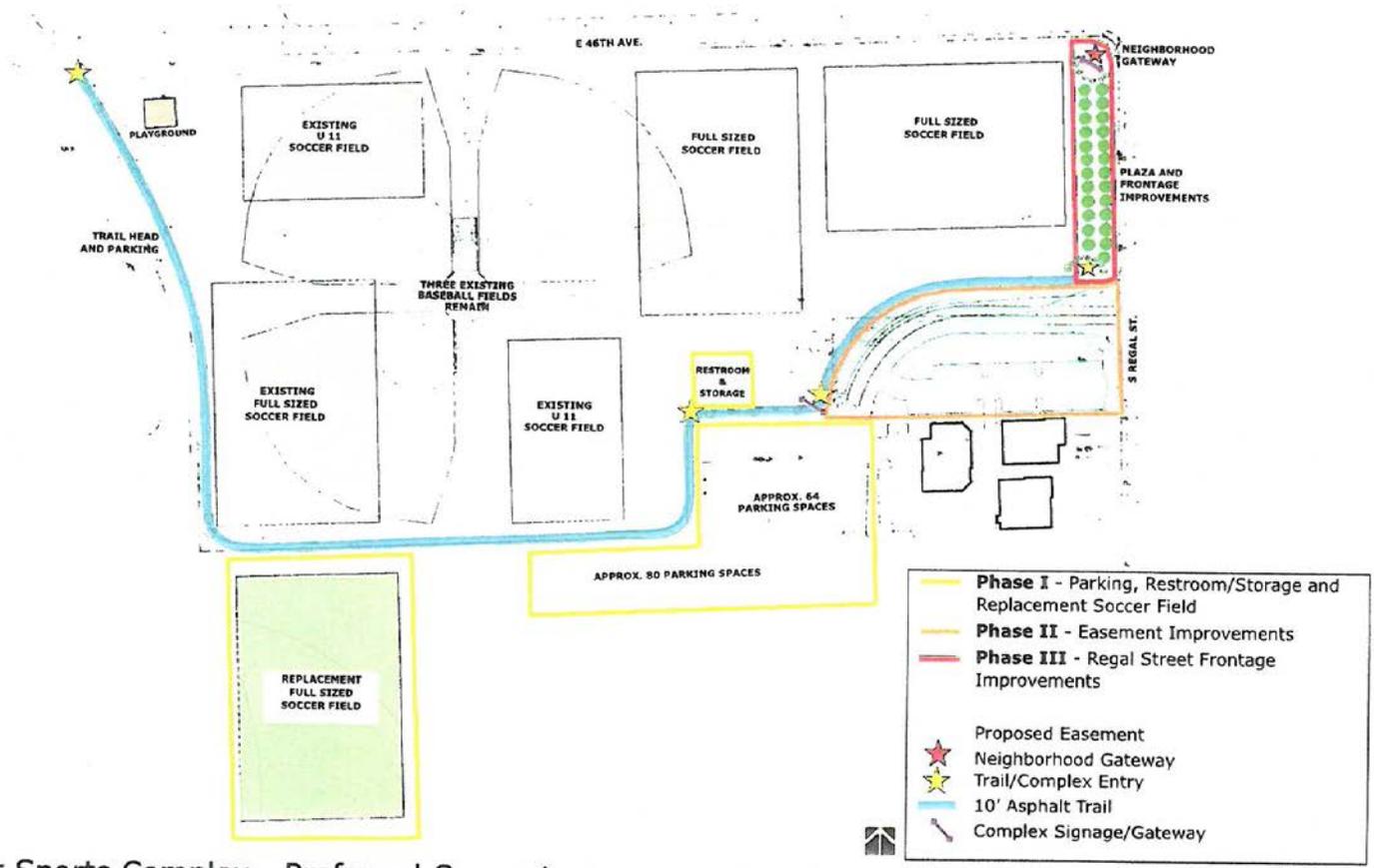
<http://maps.spokanecity.org#>

[Map Use Disclaimer](#)

Exhibit B-3

EXHIBIT D
Easement Area

[exhibit on next page]



Southeast Sports Complex - Preferred Concept
Exhibit B

Michael Terrell Landscape Architecture, PLLC
 1421 N Meadowood Lane, Suite 150
 Liberty Lake, WA 99019
 (509) 922-7449
 March 2, 2016



EXHIBIT E
Reciprocal Easement

GROUND LEASE WITH CITY OF SPOKANE PARK BOARD

This lease agreement ("**Lease**") is made and entered into as of the ____ day of _____, 2016 ("**Execution Date**"), by and between QueenB Radio, Inc., a Washington corporation d/b/a KXLY ("**KXLY**" or "**Lessor**") and the City of Spokane, a municipal corporation of the State of Washington acting through its Park Board ("**Park Board**" or "**Lessee**"), jointly referred to as "**Parties**."

I. BACKGROUND

A. Lessor is the owner of real property located in the City of Spokane, Washington.

B. The Parties have entered into an "Access and Reciprocal Parking Easements" that provides for pedestrian and vehicle access to adjoining property plus the development of surface parking and other improvements.

C. In order to construct various improvements, the Parties have also entered into a "License and Development Agreement," of even date herewith, that provides, among other things, for the construction of: public vehicle and pedestrian access; reconstruction of an existing parking lot restrooms, concession and storage buildings; sidewalks, hardscape, signage and landscaping; plus the installation of a soccer field on the Property. The terms of the License and Development Agreement are incorporated herein.

D. The Parties desire to enter into this agreement to lease the Property.

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

1. **Property.** The real property which is the subject of this Lease is legally described on Exhibit A, which is attached hereto and incorporated herein by this reference (the "**Property**"). The Property is depicted on Exhibit B, attached hereto.

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**"); provided the Lease Extension shall not be available if Lessee is then in default of this Lease according to the terms hereof, and subject to Lessee's right to cure.

2.3 Lease Commencement. The Lease will commence by Lessor delivering to Lessor written notice stating that the improvements, defined in the License and Development

Agreement between the Parties, have been completed and the Property may be used and occupied 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 20.5.

3. Title, Representation and Inspection.

3.1 Title. Within thirty (30) days after the Execution Date, Lessor shall provide to Lessee at Lessee's cost and expense, a commitment for a standard coverage Lessee's policy of title insurance with respect to the Property in the minimum amount of \$200,000.00 (the "**Title Commitment**") issued by a title insurance company (the "**Title Company**"). The Title Commitment shall show the status of title to the Property as of the date of the Title Commitment and shall be accompanied by copies of all documents referred to in the Title Commitment. Lessee shall review the Title Commitment and notify Lessor in writing of Lessee's disapproval of any Schedule B exceptions shown thereon (the "**Disapproved Exceptions**") within thirty (30) days following the date on which the Title Commitment is delivered to Lessee. Lessee's failure to notify Lessor in writing of its disapproval of any exception within such time period shall be deemed approval of such exception; provided, any matters that would prevent Lessee from using the Property for Lessee's intended purpose shall be deemed disapproved, and therefore Disapproved Exceptions, whether or not Lessee provides notice of its disapproval. All exceptions which are either approved or deemed approved shall be referred to herein as "**Permitted Exceptions**".

Lessor shall have thirty (30) days from the date of receipt of any notice of disapproval to cause Disapproved Exceptions to be removed from the Title Commitment or cause the Title Company to commit to insure against loss or damage that may be occasioned by such Disapproved Exceptions. However, Lessor shall have no obligation to cause Disapproved Exceptions to be removed from the Title Commitment or to cause the Title Company to commit to insure against loss or damage that may be occasioned by such Disapproved Exceptions through an endorsement or endorsements acceptable to Lessee. Lessor shall notify Lessee within the thirty (30) day period whether Lessor has caused the Disapproved Exceptions to be removed from the Title Commitment, or caused the Title Company to commit to insure against loss or damage that may be occasioned by the Disapproved Exceptions, and Lessor's failure to notify Lessee in writing of its decision not to cause such Disapproved Exceptions to be removed from the Title Commitment or to cause the Title Company to commit to insure against loss or damage that may be occasioned by the Disapproved Exceptions shall be deemed a commitment by Lessor to cause the Disapproved Exceptions to be removed. In the event Lessor timely notifies lessee that it will not cause the Disapproved Exceptions to be removed from the Title Commitment, or cause the Title Company to commit to insure against loss or damage that may be occasioned by the Disapproved Exceptions, Lessee shall thereafter notify Lessor within ten (10) days whether Lessee shall elect to (i) waive the Disapproved Exceptions, (ii) terminate this Lease, or (iii) enter into good faith negotiations to modify this Lease to remedy the effect of the Disapproved Exceptions.

3.2 Representations. Lessor hereby represents and warrants to Lessee that (i) Lessor has good and marketable fee simple title to the Property (including, without limitation, the improvements and fixtures thereon, if any); (ii) the Property is free and clear from rights of use or occupancy or of restrictions that would have a material adverse effect on Lessee's use or occupancy of the Property; (iii) there are no unrecorded covenants, conditions, restrictions, easements or other

agreements which encumber or may have a material adverse effect on Lessee's use or occupancy of the Property; (iv) Lessor has the appropriate authority to enter into this Lease; (v) except as set forth herein, there are no (a) rights of first refusal, (b) rights of first offering, or (c) options to lease, purchase or finance all or any portion of the Property; (vi) there is no material or adverse fact or condition relating to the Property (including the land and improvements thereon) or any portion thereof that has not been specifically disclosed in writing by Lessor to Lessee; (vii) there are no existing, pending or threatened condemnation actions, violations of any applicable laws, pending or threatened governmental or administrative actions or proceedings, or causes of action, proceedings, suits or judgments with respect to the Property, and Lessor is not aware of any facts or circumstances that might give rise to any such condemnation action, cause of action, violation, action, suit, proceeding or judgment.

3.3 Environmental Site Assessment. Lessor represents that the Property is (i) not contaminated with any Hazardous materials and (ii) not 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.

3.3.1 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.

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

3.3.3 Post Inspection Notice. If Lessee reasonably determines the condition of the Property is unsuitable for the Lessee's intended use due to a material defect or condition, Lessee shall provide written notice of the same to the Lessor prior to the Contingency Deadline. A "material defect or condition" means a subsurface condition revealing the presence of Hazardous Conditions or any other condition that renders the site unsuitable for a youth soccer field, where the remedy is estimated to cost more than ten thousand dollars (\$10,000.00). 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 exercise rights available in Section 20.11 and those available at law or in equity.

3.3.4 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.

4.1 Lessor's Work. Lessor agrees to improve the Property, install all necessary utility lines serving the premises, perform all other reasonable site work, and construct a soccer field in accordance with plans and specifications prepared and approved by Lessee ("**Lessor's Work**") under the License and Development Agreement. "**Improvements**" include the soccer field, related surface and subsurface infrastructure and all permanent structures placed on the Property.

4.2 Lessee's Work. Lessee shall construct all other improvements, facilities, fixtures, and equipment necessary or desirable to use and occupy the Property under this Lease. Lessee shall not construct or install any improvements or structures that interfere with the use of the adjacent broadcast towers including the related underground wires and cables on the Property.

4.3 Title to Improvements. The Improvements to be constructed on the Property shall be the property of Lessee during the Lease Term. Upon the expiration or sooner termination of this Lease, all improvements shall automatically vest in and become the property of Lessor without any obligation to pay Lessee therefore; provided, however, title to the Improvements shall vest in Lessee as a result of Lessee's exercise of the First Right of Refusal (Section 19). At Lessor's request, Lessee agrees to assign to Lessor all warranties assignable by Lessee regarding the construction of Lessee's Work.

5. Rent, Taxes and Utility Charges.

5.1 Ground Rent. Lessee shall on the Commencement Date and each anniversary date thereafter pay rent in the amount of One Dollar (\$1.00) per year.

5.2 Property Tax.

5.2.1 Lessee shall pay directly to the taxing authority, prior to delinquency, all real property taxes, Chapter 84.52 RCW, levied upon the Property.

5.2.2 Lessee may in good faith contest the validity of any tax or assessment to be paid by it, and Lessee shall have the right to institute any proceedings, provided that all costs, expenses and liabilities, including attorneys' fees, shall be paid by Lessee. In the event Lessee desires to contest any tax or assessment hereunder, Lessee shall be required to take all steps necessary to ensure that the authorities imposing the tax shall not be able to exercise any right against the Property or against the Lessor during the period Lessee is contesting the tax assessment based upon the Lessee's failure to pay such tax or assessment.

5.3 Utility Charges. Lessee shall be responsible for all obtaining utilities and services provided to Lessee at 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 If, during the course of construction of Lessor's Work (i.e., the Improvements called for under the License and Development Agreement) and/or Lessee's Work, Hazardous Materials are discovered on or beneath the Property (other than Hazardous Materials introduced to the Property following the Commencement Date), Lessor and Lessee shall determine the estimated cost of remediation in accordance with state and federal environmental laws. Lessor shall pay the cost of remediation, monitoring and disposal; provided Lessee is not responsible for the release of the Hazardous Material. In no case shall Lessee have any responsibility whatsoever under this Lease or otherwise for the cost of remediation, monitoring and/or disposal unless it has been proven that Lessee caused the release of the Hazardous Materials.

6.2.3 Lessor shall indemnify, defend (by counsel acceptable to Lessee), protect, and hold harmless Lessee, and each of Lessee's employees, agents, successors, and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including, without limitation, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property), costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) Lessor's use, analysis, storage, transportation, disposal,

release, threatened release, discharge, or generation of Hazardous Materials, in, on, under, about, or from the Property, or (b) Lessor's failure to comply with any Hazardous Materials Law relating to the Property.

7. Alterations and Improvements; Fixtures and Equipment. Except as otherwise provided in this Lease and the License and Development Agreement, 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 to in writing by the parties. Lessee shall secure any and all governmental permits, approvals or authorizations required in connection with any such work, and shall hold Lessor harmless from any and all liability, costs, damages, expenses (including attorneys' fees) and any and all liens resulting therefrom. All alterations, additions and improvements to the Property or Improvements shall immediately become the property of Lessor upon termination or expiration of this Lease without any obligation to pay therefor; provided, however, as set forth in Section 8.3 below, Lessee's trade fixtures, furnishings, appliances and equipment shall remain the property of Lessee and shall not become 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 improvements to the Property and/or the Improvements ("**Lessee Improvements**"), whose fair market value does not exceed Ten Thousand and 00/100 Dollars (\$10,000.00) in any one instance. All Lessee Improvements whose fair market value exceeds that amount shall require Lessor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

8. Maintenance of Premises.

8.1 Maintenance and Repair by Lessee. Lessee shall maintain the Property, including its Improvements, in good operational condition for Lessee's use of the Property in a manner consistent with other outdoor sports fields owned by Lessee. All repair work shall be done in a good and workmanlike manner. 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.

8.3 Surrender of Property. Upon expiration or earlier termination of this Lease, Lessee shall surrender the Property and all Improvements constructed thereon to Lessor. Upon such termination, Lessee may remove all of Lessee's furniture, fixtures, equipment, trade fixtures, signs, inventory and other personal property. Improvements made to the Property by Lessee (such as the Building, parking lot improvements and landscaping) will remain on the Property. Any of Lessee's personal property or improvements left on the Property by Lessee 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.

9. Liens. Lessee shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. If any lien is filed against the Property as a result of action or inaction of Lessee, Lessee, upon demand, shall release the Property

from the lien by posting a bond in accordance with the terms of RCW 60.04.161, or posting other security in form and amount acceptable to Lessor. Nothing in this covenant shall deny the right of Lessee to dispute any lien it deems improper.

10. 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.

11. Insurance and Indemnity.

11.1 Lessee's Insurance. Lessee, at its sole cost and expense, shall obtain and maintain (or cause to be obtained and maintained, as the case may be) the following insurance for the respective periods indicated below:

11.1.1 From and after the Commencement Date and thereafter during the Term, comprehensive broad form commercial general liability insurance covering claims arising out of Lessee's operations, use and occupancy of the Property. Coverage shall be maintained on an occurrence basis, covering premises and operations, products and completed operations, contractual liability, personal injury liability, bodily injury liability and property damage liability. At the beginning of the Term such insurance shall have a combined single limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and One Million Five Hundred Thousand Dollars (\$1,500,000) in the aggregate. Such insurance shall (a) name Lessor as an additional insured; (b) specifically insure Lessee's indemnity obligations; and (c) be primary to any liability insurance maintained by Lessor.

11.2 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.

11.3 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.

11.4 Indemnification.

11.4.1 Lessee Indemnification of Lessor. Lessee, as of the Commencement Date, shall indemnify, defend and hold harmless Lessor from and against all loss, cost, injury, damages, liability, suits, claims, judgments, costs, attorney's fees, and liens of every kind and nature (collectively "**Claims**") that may occur or be claimed by, to or with respect to any persons, corporations, property on or about the Property resulting from any act, omission or negligence by Lessee, its agents, employees, licensees, sublessees, invitees or by those claiming under Lessee or resulting from Lessee's use or possession of the Property or the condition of the Property.

12. Eminent Domain.

12.1 Total Taking. If all the Property is taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Lessee is required to vacate the Property and all minimum rent, adjustments and other rentals and charges due hereunder shall be paid to that date. The term "**eminent domain**" shall include the taking or damaging of property by, through or under any governmental or quasi-governmental authority, and any purchase or acquisition in lieu thereof. Lessee shall be entitled to receive as damages the full value of its Improvements and Lease interests at the time of taking.

12.2 Partial Taking. If more than twenty percent (20%) of the shall be taken or appropriated, this Lease may, at the option of Lessee, be terminated by written notice given to Lessor not more than thirty (30) days after Lessor and Lessee receive notice of the taking or appropriation, and such termination shall be effective as of the date when Lessee is required to vacate the portion of the Property so taken.

12.3 Damages. In the event of a partial taking which does not result in the termination of this Lease and which does result in a "single award" (defined below), the award shall first be made available to restore the Property and the improvements, fixtures, furnishings, etc. located thereon, and the excess award shall be the property of the Lessor. In the event of a total taking, the just compensation, settlement payment or award shall be the sole property of the Lessor.

13. Lessee's Default.

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

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

13.1.2 Abandonment, Nuisance or Waste. After written notice thereof by Lessor, the use, neglect or waste of the Property for a continuous period of thirty (30) days by

Lessee, its agents, employees, guests, or invitees 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 or adjacent property under which Lessor, its agents, assigns and successors have a material or financial interest therein.

13.1.3 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 13.1.2 above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee.

13.2 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.

13.3 Lessor's Remedies in Default. 13.3.1 Upon the occurrence of an event of default under Section 13.1, Lessor shall have the following rights and remedies, subject to the provisions of Section 11.5:

13.3.1.1 To terminate this Lease and Lessee's right of possession of the Property by giving notice of such election to Lessee, in which event Lessee shall immediately surrender possession thereof to Lessor; or

13.3.1.2 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

13.3.1.3 To exercise the rights described in clause (ii) above and thereafter elect to terminate this Lease and all of Lessee's rights in or to the Property by giving notice of such election to Lessee.

13.3.1.4 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.

13.4 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.

14. Reconstruction. In the event the Improvements on the Property are damaged by fire or other perils, Lessee shall using its reasonable efforts to accomplish the work in question 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. Notwithstanding the foregoing, in the event of a fire or other casualty occurring where there is less than five (5) years remaining in the term of this Lease, Lessee shall have the right to terminate the Lease effective as of the date of fire or other casualty by written notice to Lessor. If Lessee elects to terminate this Lease under the preceding sentence, then Lessee shall remove its personal property and debris from the Property within one hundred twenty (120) days after Lessee's notice.

15. 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.

16. 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.

19. Right of First Refusal. KXLY hereby grants and conveys to the Park Board a first right of refusal to purchase the Property, which shall be exercised by the Park Board in the following manner:

19.1. KXLY shall give written notice to the Park Board that it has received a fully executed bona fide purchase offer from a third party for the Property. The notice by KXLY shall include a copy of the written document that sets forth the terms and conditions of the sale and purchase between KXLY and the third party (the "**Purchase Offer**").

19.2. Following receipt of the notice from KXLY, the Park Board shall have forty-five (45) days to deliver to KXLY a notice of its intent to exercise its first right of refusal for the Property on the same terms and conditions as those set forth in the Purchase Offer.

19.3. If the Park Board delivers said notice of its election to exercise its first right of refusal, KXLY and the Park Board shall proceed to complete and close the transaction according to the terms and conditions of the Purchase Offer, and the Park Board shall be deemed a party thereto.

19.4. If the Park Board expressly rejects its first right of refusal to acquire the Property, or if the Park Board fails to respond to the notice from KXLY within forty-five (45) days as provided herein, then, in either event, the Park Board's first right of refusal shall terminate as to the Purchase Offer and any subsequent sale of the Property; provided, if KXLY does not thereafter complete the sale according to the Purchase Offer, the Park Board's right of first refusal shall remain in effect for the term of this Lease.

19.5 The foregoing right of first refusal shall not apply to any sale, transfer or assignment by Lessor to a person or entity related to or affiliated with Lessor, or to a sale by Lessor following acquisition of Lessor's interest in the Property.

20. Miscellaneous.

20.1 No Partnership, Joint Venture. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture as between Lessor and Lessee, or between Lessor and any other party; nor shall Lessee be deemed the Lessor's agent. Lessor shall not be liable for the debts or obligations of Lessee or for any other party.

20.2 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 respecting the assignment, transfer, encumbering, or subletting of all or any part of the Property or Lessee's interest in this Lease.

20.3 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.

20.4 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.

20.5 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: QueenB Radio, Inc.
500 West Boone Avenue
Spokane, WA 99201-2491

With a copy to: Stanley M. Schwartz
Witherspoon, Kelley, Davenport & Toole, P.S.
422 W. Riverside Ave., Suite 1100
Spokane, WA 99201

20.6 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.

20.7 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.

20.8 Choice of Law. This Lease shall be governed by the laws of the state of Washington.

20.9 Broker's Commission. Lessor and Lessee represent and warrant to one another that they have incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and that they have not dealt with and have no knowledge of any other real estate broker, agent or salesperson involved in any way with this Lease. Lessor and Lessee agree to indemnify, defend and hold each other harmless from all such liabilities or claims (including, without limitation, attorneys' fees) arising out of any contractual or other obligation alleged to exist between the indemnifying party and any other real estate broker, agent or salesperson. Lessor specifically agrees to indemnify, defend and hold Lessee harmless from and against any claim for a commission or finder's fee made by Carl Guenzel arising from or relating to this Lease.

20.10 Execution by Lessee and Lessor. No contractual or other rights shall exist or be created between Lessor and Lessee until all parties hereto have executed this Lease and fully executed copies have been delivered to Lessor and Lessee.

20.11 Meet and Confer, Mediation and Other Remedies. If either party has a claim or dispute under this agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the dispute. If the Parties are unable to resolve the dispute within five (5) business days of the notice, the Parties shall engage a mediator to assist in resolving the dispute. The mediator's fees and costs shall be equally shared by the Parties. Thereafter, the Parties may exercise available legal remedies.

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

LESSOR:

QUEENB RADIO, INC., a Washington corporation

By _____
Its _____

LESSEE:

CITY OF SPOKANE, a municipal corporation of the State of Washington

By _____
Mayor David Condon

Attest:

By: _____
Terry Pfister, City Clerk

Approved as to Form:

By: _____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2016, 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 _____ of _____, the corporation 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 _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared DAVID CONDON, known to me to be the Mayor of the **CITY OF SPOKANE**, and Terry Pfister, 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 PREMISES

EXHIBIT B

DEPICTION OF PROPERTY

LICENSE AND DEVELOPMENT AGREEMENT

This License and Development Agreement (“**Agreement**”) is made as of this ____ day of _____, 2016 (the “**Effective Date**”), by and between QueenB Radio, Inc., d/b/a KXLY, a Washington corporation (“**KXLY**”), and the City of Spokane, a First Class Charter City acting through the City of Spokane Park Board (“**Park Board**”), hereinafter jointly referred to as “**Parties**” and individually as a “**Party**”.

RECITALS

A. The Parties have entered into an Access and Reciprocal Parking Easement, of even date herewith (“**Easement and Agreement**”), that provides, among other things, for (i) the dedication of an easement and construction of improvements on real property owned by the Park Board as described in the attached Exhibit A (the “**Park Property**”), and (ii) a reciprocal parking and access easement benefitting the Park Property on property owned by KXLY.

B. KXLY owns certain real property in Spokane, Washington, consisting of approximately 14 acres, as described on the attached Exhibit B (“**KXLY Property**”). The KXLY Property contains two existing broadcast towers, a generator building, improvements and open space. The Parties have entered into a Ground Lease with City of Spokane Park Board, of even date herewith (the “**Ground Lease**”), pursuant to which KXLY agrees to lease a portion of the KXLY Property to the Park Board, for purposes of construction, operation, maintenance, repair and replacement of a sports/soccer field.

C. 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 (“**Adjacent KXLY Property**”). See Exhibit C.

D. The Park Property is presently developed as a youth sporting complex which includes soccer fields, baseball diamonds, surface parking, restrooms and a concessions and storage area/building. In order to construct the improvements contemplated by the Easement and Agreement, it is necessary to reconfigure a sports field on the Park Property, relocate existing improvements and buildings, plus construct a new sports/soccer field on the KXLY Property.

E. Through this Agreement, the Parties desire to cooperate with each other in developing and constructing the identified improvements upon the following terms, covenants and conditions. Exhibit D, attached hereto, contains a depiction of the Improvements (defined herein).

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. The following capitalized terms have the meaning set forth below:

1.1 **"Governmental Approvals"** means the receipt of valid Permits, permission or other approvals and entitlements necessary for the construction, use and operation of the Improvements that are issued by a Governmental Authority.

1.2 **"Governmental Authority"** means any federal, Washington State, Spokane County or City of Spokane governmental entity that exercises executive, legislative, administrative, regulatory, judicial, or public authority with respect to the Park Property, and/or the KXLY Property.

1.3 **"Improvements"** mean the following:

1.3.1 construction of public vehicle and pedestrian access from the Regal Street and Palouse Highway intersection on a street with associated pedestrian/multimodal improvements into the Park Property ("**Joint Access**");

1.3.2 reconstruction of the parking lot located on Exhibit A;

1.3.3 reconstruction of restrooms, concession and storage buildings with associated underground utilities located on Exhibit A;

1.3.4 construction of sidewalk, hardscapes, signage with landscaping adjacent to the west side of Regal Street from 46th Avenue to the Regal Street and Palouse Highway intersection; and

1.3.5 installation of a soccer field on KXLY Property.

1.4 **"Improvement Work"** means the construction and installation of the Improvements according to the Improvement Plans, requirements of any Governmental Authority and other agreed documents.

1.5 **"Permits"** means all written approvals, licenses, permits, authorizations, consents, grants, franchises, orders, exemptions, deviations, variances, notices or registrations with or by any Governmental Authority under any law, ordinance, regulation or standard that authorizes development and use of the Improvements.

2. Responsibility of KXLY. KXLY through its agents and contractor, shall, at its sole cost and expense, design, engineer, construct, warrant and otherwise develop the Improvements pursuant to all appropriate Governmental Approvals and Permits; KXLY shall be responsible for obtaining all necessary Governmental Approvals including without limitation any design deviations. If KXLY, through no fault of its own, has not achieved Substantial Completion (as defined below) of the Improvements within _____ of the Parties' mutual execution of this Agreement, the Parties shall in good faith with due diligence reach a mutual agreement regarding reasonable time extensions, changes or alternatives to complete the Improvements. As used herein, the term "Substantial Completion" shall mean the stage in the progress of the

Improvements when the Improvements are sufficiently complete in accordance with approved plans such that they may be utilized for their intended use. In addition, KXLY shall design a multi-purpose trail as generally depicted on Exhibit D. This multi-purpose trail shall not be constructed by KXLY, nor considered part of the Improvements.

2.1 Design Standards. The Improvements identified in section 1.3.1 shall be similar in design and construction for those improvements installed by the Park Board on other City sports fields within the past ten (10) years. The Joint Access shall be designed 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 Adjacent KXLY Property.

2.2 Submission of Preliminary Improvements Plans. KXLY shall submit to the Parks Department preliminary plans which contain (i) a site plan depicting the proposed Improvements, to include but not be limited to, the location of buildings, structures, pedestrian and vehicle ingress and egress to the Park Property, (ii) renderings showing the elevation and general appearance of the Improvements, and (iii) such other matters that will reasonably lead to the development of the Improvement Plans set forth in Section 2.4 below, hereinafter "**Preliminary Improvements Plans.**"

The Parties shall meet and confer in good faith in order to reach agreement on the Preliminary Improvements Plans. The Park Board shall approve or disapprove of the Preliminary Improvements Plans within thirty (30) days from KXLY's delivery of the Preliminary Improvements Plans; provided, the Park Board shall not unreasonably withhold, condition, or delay approval of the Preliminary Improvements Plan. In the event the Parks Department disapproves the Preliminary Improvements Plans, KXLY shall revise the Preliminary Improvements Plans as KXLY deems necessary, and thereafter resubmit the same to the Parks Department for review and approval, which approval of the Preliminary Improvements Plans shall not be unreasonably withheld, conditioned or delayed. If the Parties are unable to resolve any disagreement over the Preliminary Improvements Plans within a reasonable period of time not to exceed thirty (30) days following KXLY's delivery of the revised Preliminary Improvements Plans, then either Party may invoke the provisions of Section 7 of this Agreement.

2.3 Park Board Approval of Final Improvement Plans. Within one hundred (180) days after approval of the Preliminary Improvements Plans, or as otherwise mutually agreed, KXLY shall prepare or cause to be prepared the following documents, in substantial conformance with the approved Preliminary Improvements Plans for review and approval by the Parks Department:

2.3.1 documents, including but not limited to working drawings, elevations, plans and specifications which will be the basis for construction

documents, along with identifying the persons and entities that will develop, design, and construct the Improvements (the "**Improvement Development Plan**"); and

2.3.2 a schedule for the completion of the Improvements according to the Improvement Development Plan ("**Improvement Schedule**").

The identified terms set forth in 2.2.1 and 2.3.2 above are collectively referred to as the "**Improvement Plans.**"

The Parties shall meet and confer in good faith in order to reach agreement on the Improvement Plans. The Park Board's approval of the Improvement Plans shall not be unreasonably withheld, conditioned or delayed. If the Parties are unable to resolve any disagreement over the Improvement Plans within a reasonable period of time not to exceed thirty (30) days following KXLY's delivery of the Improvement Plans, then either Party may invoke the provisions of Section 7 of this Agreement.

2.4 Governmental Approval of Improvements. KXLY shall, at no cost or expense to the City of Spokane and/or Park Board, obtain all Governmental Approvals and Permits that are required for the Improvements to be done on the Park Property and KXLY Property. The Park Board (or the City of Spokane) shall cooperate, review and sign all applications for Permits and approvals necessary for construction and promptly provide to KXLY any information in the Park Board's possession that is required to make application for or to obtain any such approvals and Permits

2.5 Construction of Improvements. KXLY shall cause the Improvements to be commenced and completed in accordance with the terms of this Agreement through a licensed, bonded and insured general contractor (the "**General Contractor**"), at no cost or expense to the City of Spokane and/or Park Board. KXLY shall pay the General Contractor's costs and fees to construct the Improvements. KXLY shall indemnify, defend, and hold the City of Spokane and Park Board harmless from any claim(s) that construction of the Improvements was subject to Washington public works and prevailing wage requirements.

2.6 Construction Management. KXLY shall be responsible for, through its General Contractor or otherwise, performing the construction of the Improvements with reasonable care, prudence, attention to quality, timing, and cost control to ensure compliance with the terms of this Agreement.

2.7 Construction Inspection. KXLY and the Park Board shall each designate a qualified person to inspect and confirm the Improvements are constructed in accordance with the Governmental Approvals and Permits, and all applicable laws. The Parties and designees shall have the right to make reasonable inspection of the construction progress at

all times, provided that such inspection is coordinated with the General Contractor's representative at the construction site and does not unnecessarily interfere with the progress of the Improvements.

2.8 Bonds, Liens and Warranty. The General Contractor shall provide payment and performance bonds guaranteeing: (a) the payment of all laborers, suppliers and material men and (b) the performance of the Improvements, respectively. KXLY shall indemnify, hold harmless, and defend the Park Board from and against any lien and pay the lien plus reasonable attorney fees without cost or expense assessed against the City or Park Board. The General Contractor shall warranty the Improvements to be free from defects, subsidence and failure for a period of two (2) years after final acceptance by the Parties. The Park Board shall be a beneficiary of this warranty.

2.9 Compliance. The Improvements shall be completed in compliance with the Plan and all applicable Governmental Approvals and Permits, all applicable laws and the terms of this Agreement. No changes shall be made to the Plan or any Governmental Approvals or Permits without the Parks Department prior written approval.

2.10 Availability of Collected Stormwater. KXLY intends to collect and store stormwater on the KXLY Property in a pond or similar feature. KXLY agrees to permit the Park Board to use the collected stormwater for irrigation at its cost and expense. KXLY will install "Purple Pipe" from the developed stormwater pond to an area adjacent to the sports field developed on the KXLY Property.

3. License and Real Property Interests.

3.1 License. The Park Board hereby grants KXLY, General Contractor and their respective consultants a non-exclusive license to enter and remain on areas of the Park Property as reasonably necessary ("**Licensed Area**") to inspect, stake or mark, demolish, construct, improve and otherwise install and complete the Improvements in accordance with the terms of this Agreement. KXLY shall, and shall cause its agents, consultants, and General Contractor to, exercise best efforts to avoid creating unreasonable noise, dust or other inconvenience to patrons, guests and invitees of the Park Property. The Improvements construction shall be performed with due care, returning the remainder of the Licensed Area to the condition in which it was found, reasonable wear and tear excepted. Without limiting the foregoing:

(a) Representatives of KXLY, General Contractor and the Parks Department shall meet periodically, as requested, in order to establish the particular details and scheduling of the Improvements that may (i) cause significant noise, dust, fumes or odors (such as, by way of example and not limitation, demolition, excavation, paving, and painting), (ii) involve the movement of construction vehicles or heavy equipment in areas regularly used by patrons, guests, invitees or

employees using the Park Property, (iii) alter regular pedestrian or vehicular access to the Park Property or (iv) otherwise materially disrupt the normal operation and use of the Park Property, to the extent commercially practicable, so as to eliminate or minimize interference with the normal operation of the Park Property.

(b) KXLY, its agents, consultants, and General Contractor shall, and they shall cause all subcontractors to, take all appropriate safety measures to protect patrons, guests, invitees, and employees of the Park Board from injury or damage.

(c) The Parties, their agents, consultants, and contractors shall cooperate and coordinate construction activities in a manner that does not interfere with or delay the Improvements.

4. Term. This Agreement shall commence on the Effective Date and shall terminate upon (a) completion of the Improvements and the execution of a Lease Agreement where KXLY leases the developed sports field in section 1.3.5 to the Park Board upon the following terms: (1) the rent is one dollar (\$1.00) per year; (2) the initial term is 20 years with the Park Board given one right to renew for an additional 20-years upon the same terms; (3) the use, occupancy, maintenance and liability shall be at the sole expense of the Park Board; and (4) subject to additional terms, conditions and covenants that are usual and customary in similar agreements. The Lease shall contain a First Right of Refusal that may be exercised at the end of the renewal term.

5. Indemnity.

5.1 Indemnification Obligation. KXLY shall defend, indemnify and hold the Park Board, and its officers, directors, employees, agents, contractors, lessees, guests, invitees, successors and assigns of each of the foregoing (collectively, the “**Park Board Indemnitees**”) harmless against and from any and all claims, costs, damages or expenses arising from the conduct, management, or performance of the Improvements, including, without limitation, any and all claims arising from: (a) any breach or default on the part of KXLY or the General Contractor 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 KXLY, the General Contractor, or any of their agents, servants, employees, contractors, subcontractors, or licensees. Such indemnity 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 of the Park Board Indemnitees by reason of any such claim. KXLY, on notice from the Park Board, 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.

5.2 Limitation on Indemnification. 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 KXLY agrees to indemnify the Park Board Indemnitees against liability for damages arising out of bodily injury to persons or damage to property (“**Damages**”) in connection with the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any improvement to the Park Board Property (“**Indemnities**”) will be limited by the provisions of this Section 5.2. 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 5.2 will automatically and without further act by either Party be deemed amended to remove any of the limitations contained in this Section 5.2 that are no longer required by then-applicable law. KXLY and the Park Board 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 KXLY from its obligations under Section 5.1 and this Section 5.2.

6. KXLY's Liability Insurance.

(a) KXLY shall, or cause its General Contractor to purchase and maintain such insurance set forth below that may arise out of or result from KXLY's or the General Contractor's acts or omissions under this Agreement to include its agents, contractors or anyone acting on behalf of KXLY.

(b) The comprehensive general liability insurance shall include premises operations (including explosion, collapse, and underground coverage), elevator, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

(c) The comprehensive general and automobile liability insurance shall be written for not less than limits of liability as follows:

(A) Comprehensive general liability insurance with a limit not less than \$1,500,000.00 each occurrence covering liability arising from bodily injury, property damage, independent contractors, products-completed operations, and liability assumed under an insured contract.

(B) Comprehensive automobile liability insurance with a limit of not less than \$1,500,000.00 each occurrence covering liability arising from bodily injury and property damage.

(C) Professional liability insurance with a limit of not less than \$1,500,000.00 including errors and omissions or equivalent coverage for claims arising out of KXLY's, its contractors' (including the General Contractor) and their subcontractors' negligent or willful errors or omissions during the performance of the construction services contemplated by this Agreement. Such insurance shall also include coverage for reasonable attorneys' fees and investigation costs.

(d) The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or be nonrenewable until at least thirty (30) days' prior written notice has been given to the Park Board. Certificates of insurance from KXLY and the General Contractor showing such coverages to be in force and naming the Park Board as an additional insured shall be filed with the Park Board prior to commencement of the Improvements.

7. Dispute Resolution.

7.1 If either party has a disagreement, dispute, claim, or seeks relief ("**Dispute**") against the other party under this Agreement, notice of the same shall be sent to the other party. The notice shall provide a brief description of the Dispute. Within forty-eight (48) hours of delivering the notice, the Parties shall meet and confer to resolve the Dispute. If the Dispute is not resolved within five (5) days from the notice, the matter may be resolved according to section 7.2.

7.2 Following conclusion of the process in section 7.1, the Project Neutral (defined below) shall impartially consider the Dispute and render a written decision that is final and binding. The Project Neutral shall be jointly selected within ten (10) days of delivery of the Dispute and be a design professional (such as an architect) who has knowledge of similar property and projects in Spokane County.

The Project Neutral's decision shall be based upon the facts and legal authority relating to the Dispute. The Project Neutral may conduct an independent investigation into any presented matter and may request the Parties submit additional information. The Project Neutral shall conduct a hearing and then issue a written decision within thirty (30) days of the delivery of the Dispute. The Parties shall share the fees and costs of the Project Neutral.

8. Events of Default; Remedies.

8.1 Events of Default -- KXLY. Upon the occurrence of any one or more of the following events which shall continue and not be cured in accordance with the notice and opportunity to cure provisions set forth in this Section, the Park Board may, at its option, declare an "Event of Default" under this Agreement:

(a) KXLY fails to comply with any term or fails to perform any of its obligations under this Agreement and such failure has a material adverse effect on the Park Board or creates a material risk of injury to person or damage to property;

(b) KXLY fails to comply with any term or fails to perform any of its obligations under this Agreement, where such failure is not within the terms of Section 8.1(a) above, and continues for a period of ten (10) days after written notice from the Park Board;

(c) if any representation or warranty made by KXLY in this Agreement shall have been false or misleading as of the day it was made, provided that if such untrue representation or warranty is susceptible of being cured, KXLY shall have the right to cure such representation or warranty within ten (10) days of receipt of notice from the Park Board;

(d) any Governmental Approvals or Permits required to perform the Improvement expire or otherwise are not in full force and effect.

8.2 Events of Default -- the Park Board. If the Park Board fails to comply with any term or fails to perform any of its obligations under this Agreement for a period of thirty (30) days after written notice from KXLY, KXLY may, at its option, declare an Event of Default under this Agreement.

8.3 Cure. If a default subject to a cure period hereunder is not reasonably susceptible of cure within the applicable cure period provided above, but the defaulting Party commences to cure such default within the applicable cure period and thereafter diligently prosecutes the cure to completion, and completes such cure within thirty (30) days of commencing the cure, such default shall not become an Event of Default; provided, if the nature of the default is such that it cannot be fully cured within 30 days due to circumstances not under the defaulting Party's control, the period of time in which defaulting Party must cure the violation shall be extended for such additional time reasonably necessary to complete the cure.

8.4 Remedies. Upon the occurrence of any Event of Default, the non-defaulting Party may, in addition to other rights as shall be granted under any other provision of this Agreement, but without waiving such other rights, (a) perform any and all work necessary to complete, secure and/or protect the Improvements, (b) bond or discharge any lien upon such Party's property not bonded or discharged by the defaulting Party as required hereunder, (c) specifically enforce the defaulting Party's unperformed obligations, and (d) seek arbitration as set forth in Section 7 herein or exercise all rights and remedies available at law or in equity through a court with personal and subject matter jurisdiction.

9. Forced Delay. Performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, general lack of transportation, general governmental restrictions, regulations, orders or priority, unusually severe weather, breach of this Agreement by the other Party, or acts or failures to act of Governmental Authority after diligent best efforts to cause the Governmental Authority to act. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within fifteen (15) days of the commencement of the cause. In the event the time for performance of a Party's obligation is extended under this Section 9, the Parties shall reasonably and in good faith cooperate to minimize the duration of the extension and shall revise the Skywalk Plan to reflect the resulting extension.

10. Notice. All notices required or permitted to be given hereunder shall be in writing, may be given by personal delivery, United States mail (certified, return receipt requested) or overnight delivery by a service retaining evidence of delivery, and shall be deemed delivered when received at the address set forth below.

If to the Park Board: Attn: Leroy Eadie, Director of Parks and Recreation
5th Floor City Hall
808 W Spokane Falls Blvd
Spokane, WA 99201

With copies to: City of Spokane
Office of the City Attorney
City Hall, Fifth Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201

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

With a copy to: Stanley M. Schwartz
Witherspoon Kelley
422 West Riverside Avenue, Suite 1100
Spokane, WA 99201

11. Binding Effect. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns.

12. Entire Agreement. This Agreement shall supersede any prior representation or agreement, written or oral. This Agreement shall not be subject to modification or amendment except in a writing executed by both Parties.

13. Attorney Fees. In any action to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action.

14. Governing Law. This Agreement shall be interpreted and governed by and under the laws of Washington.

15. Authority. If either Party is a corporation or partnership or other entity, each person executing this Agreement on behalf of such Party hereby represents and warrants that such Party is a duly formed and existing entity and has full right and authority to execute and deliver this Agreement and that each person signing on behalf of such Party is authorized to do so.

16. Counterparts. This Agreement may be executed in multiple counterparts, and each counterpart, when fully executed and delivered, shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, KXLY and the Park Board do hereby execute this Agreement as of the Effective Date.

CITY OF SPOKANE, PARK BOARD:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved:

Leroy Eadie, Director of Parks and Recreation

Approved as to Form:

_____,Assistant City Attorney

KXLY:

QUEENB RADIO, a Washington Corporation

By: _____
Its: _____

EXHIBIT A
Park Property

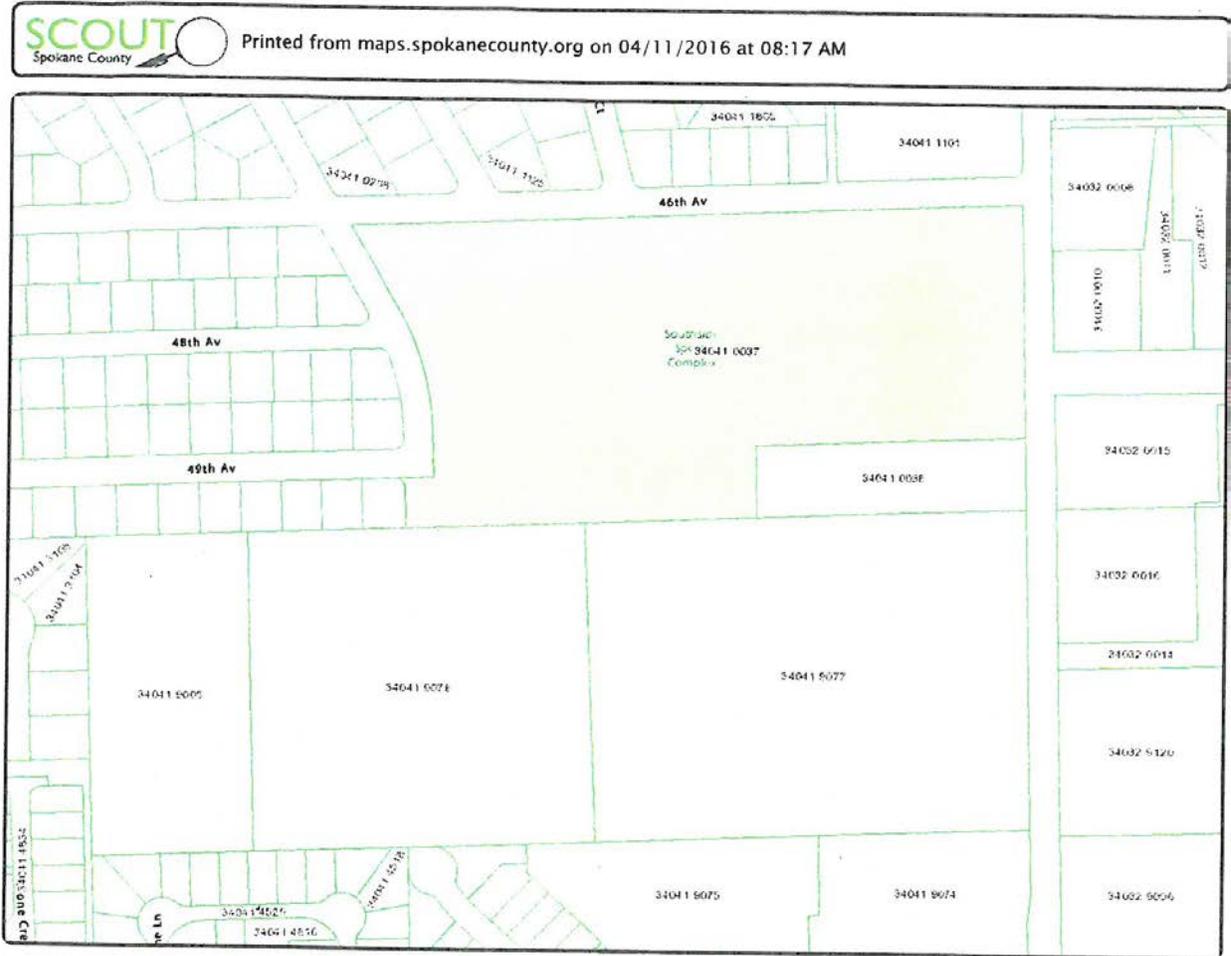


EXHIBIT B
KXLY Property

[The exhibit follows this page.]

4/11/2016



MapSpokane

MapSpokane

Search Basemap Measure



<http://maps.spokanecity.org/#>



EXHIBIT C
Adjacent KXLY Property

[The exhibit follows this page.]

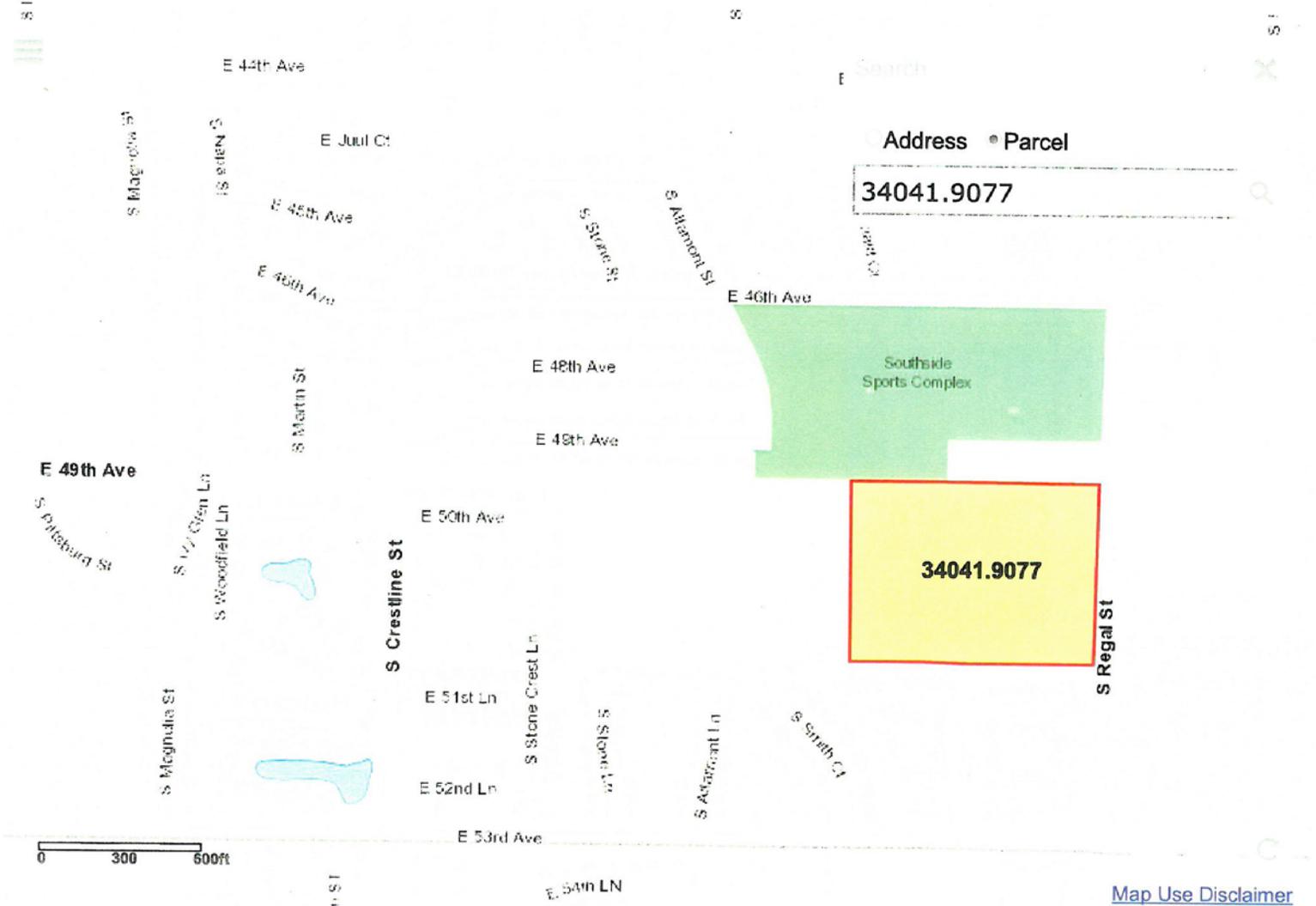
4/11/2016



MapSpokane

MapSpokane

Search Basemap Measure

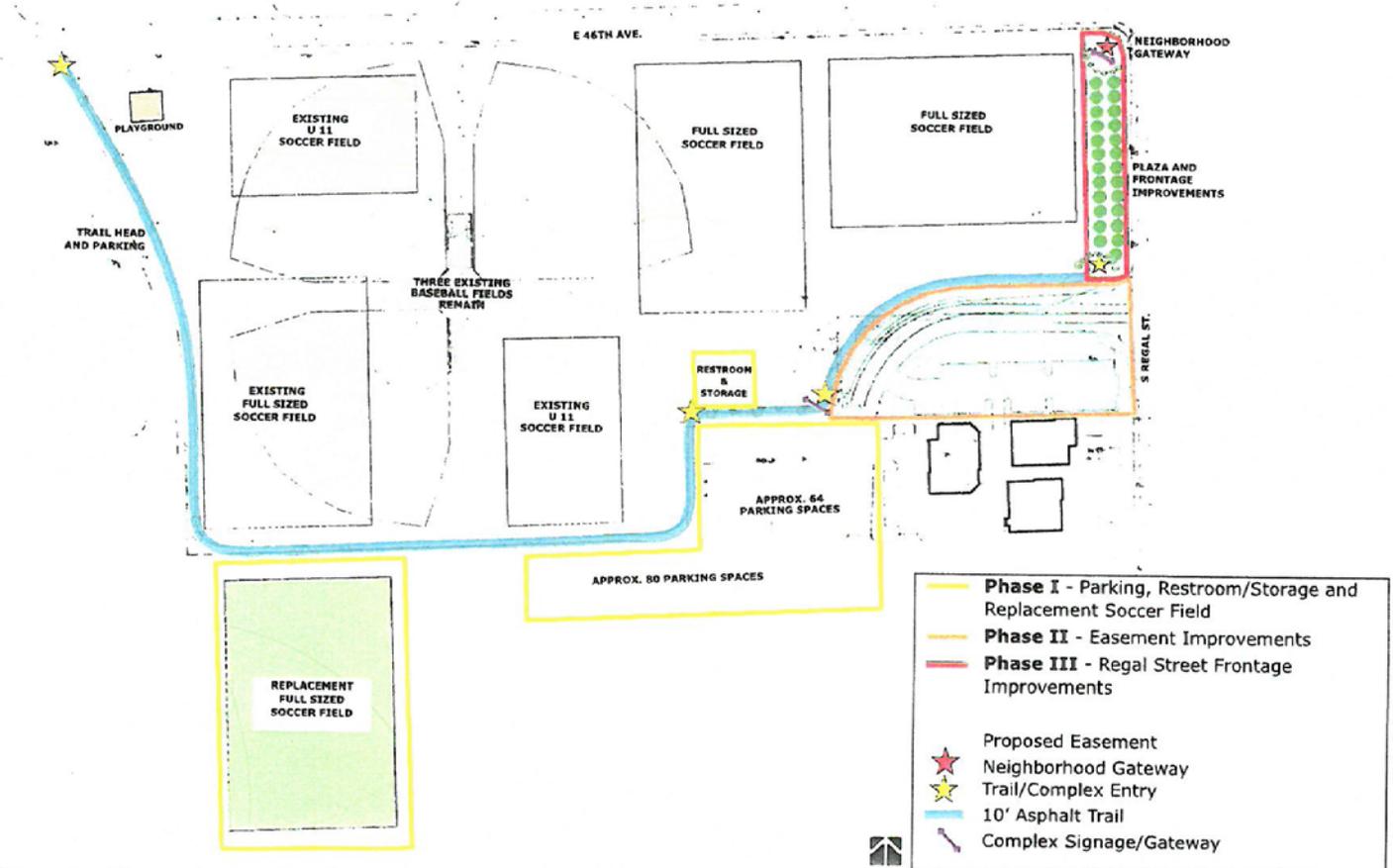


http://maps.spokanecity.org/#

Map Use Disclaimer

EXHIBIT D
Depiction of Improvements

[The exhibit follows this page.]



Southeast Sports Complex - Preferred Concept
 Exhibit B

Michael Terrell Landscape Architecture, PLLC
 1421 N Meadowwood Lane, Suite 150
 Liberty Lake, WA 99019
 (509) 922-7449
 March 2, 2016



PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 by and between the SISTERS OF THE HOLY NAMES, a Washington nonprofit corporation having offices for the transaction of business at 17590 Gleason Drive, Lake Oswego, OR, 97034 ("Seller") and the CITY OF SPOKANE, a Washington municipal corporation, acting through the City of Spokane Park Board, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, WA, 99201 ("Purchaser"), and jointly referred to, along with the Seller, as the "Parties."

W I T N E S S E T H:

WHEREAS, the Seller is the owner of certain real property, consisting of 31.17 acres more or less ("Subject Property"), which is located in Spokane County, Washington. The Subject Property includes Spokane County Tax Parcel No. 25116.0054, and is more particularly described and depicted in "Exhibit A" attached hereto and incorporated herein by reference; and

WHEREAS, the Subject Property was the number one ranked property on the Spokane County Conservation Futures 2010 Prioritized Acquisition List identified for acquisition; and

WHEREAS, the Purchaser is desirous of acquiring the Subject Property for natural open space and passive recreation purposes utilizing funds from the Spokane County Conservation Futures Fund, designated as County Fund No. 117; and

WHEREAS, the Subject Property will be acquired as part of the Conservation Futures Program; and, therefore, the Parties agree that usage of the Subject Property shall be consistent with RCW Chapter 84.34; and

WHEREAS, as part of the Conservation Futures Program and specific to this agreement only, all Purchaser's costs as described herein will be paid for directly by Spokane County utilizing County Fund No. 117; and

WHEREAS, when the Subject Property is acquired, the Purchaser shall be solely responsible to the State of Washington to properly care for and maintain the Subject Property consistent with Washington state statutes; and

WHEREAS, the Purchaser is desirous of acquiring the Subject Property for parks and recreation purposes and the Seller is desirous of selling the Subject Property to the Purchaser, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Parties do hereby mutually agree as follows:

SECTION 1: SALE OF PROPERTY

The Seller agrees to sell, convey, and transfer to the Purchaser, and the Purchaser agrees to purchase, acquire, and take from the Seller, the Subject Property pursuant to the terms and conditions set forth herein. Seller and Purchaser agree that the legal description attached as "Exhibit A" for the Subject Property is subject to revision upon Purchaser's receipt of a preliminary commitment for title insurance. Purchaser and Seller authorize Escrow Agent (defined below) to insert, add or correct the legal description for the Subject Property subject to approval by Seller and Purchaser.

SECTION 2: CONSIDERATION

The total purchase price for the Subject Property shall be **Two Million Six Hundred Fifty Thousand and no/100ths Dollars (\$2,650,000.00)** in cash payable as a lump sum at closing.

SECTION 3: CONTINGENCIES

This sale is contingent upon the following:

- a. The adoption of a resolution by the Board of County Commissioners of Spokane County authorizing the expenditure of funds from County Fund No. 117 for the Purchaser's acquisition of the Subject Property. Said funding shall be sufficient to include: (1) the purchase price, (2) the cost of the Level 1 Environmental Site Assessment and any additional studies or work recommended by said Level 1 together with the cost of any other inspections of Subject Property reasonably pursued by the Purchaser, (3) the cost of a boundary line survey, (4) the cost of a standard title insurance policy, and (5) Purchaser's share of all closing costs. Purchaser's obligation to close is expressly contingent upon Purchaser's receipt of such funding from Spokane County.
- b. The Purchaser's receipt of a Level 1 Environmental Assessment and report on the Subject Property that, in the sole judgment of the Purchaser, evidences that the Subject Property is free from hazardous materials/contaminants as defined under State and Federal environmental laws. The Purchaser shall have the right, within ten (10) business days upon receipt of the final draft of the environmental report to elect to terminate this Agreement and receive a refund of any earnest money paid by Purchaser, or to otherwise object to the condition of the Subject Property in which case the Seller and Purchaser shall attempt in good faith efforts to resolve Purchaser's concerns. If the Purchaser does not terminate this Agreement or otherwise object in writing, this contingency will be deemed satisfied and waived. Completion of the Level 1 Environmental Assessment shall be at the Purchaser's expense.
- c. The Purchaser's satisfaction with the results of a boundary line survey of the Subject Property by a licensed land surveyor to be conducted at the Purchaser's expense.

- d. The Purchaser's satisfaction with the content of a title report and standard (or extended policy at Purchaser's option) title insurance policy to be paid for by the Purchaser.
- e. The Seller's cure before closing of any and all violations of law, ordinances or orders of federal, state, county, and municipal agencies, affecting the Subject Property at the date of this Agreement.
- f. The recording of the Restrictive Covenants concerning the Subject Property as provided for in Section 10 below and attached hereto as Exhibit B
- g. The Seller's signature on the Just Compensation Acknowledgement Form attached hereto as Exhibit C.
- h. The Purchaser's receipt of a letter from the Department of Ecology stating that "No Further Action" is needed for environmental remediation as it relates to a portion of the Subject Property (See Section 5, herein).
- i. The Purchaser's satisfaction that the Subject Property is suitable for Purchaser's intended use, consistent with the Restrictive Covenants, and that acquisition of the Subject Property will not subject Purchaser to unreasonable risk of financial responsibility or liability.
- j. The Seller's recording of an easement as described in Section 5 herein for pedestrian ingress and egress for the benefit of the Subject Property.

SECTION 4: INSPECTION

The Purchaser is encouraged to inspect the Subject Property at its expense prior to title transfer to satisfy itself with the condition of the Subject Property. Except as provided herein, the Purchaser is acquiring the Subject Property "as is," without warranty of any kind by the Seller.

SECTION 5: CONDITION OF THE PROPERTY

The Seller covenants to the best of its knowledge that the Subject Property complies with local, county, state, or federal ordinances and statutes. The Seller covenants to convey the Subject Property free and clear from any violations or complaints filed or existing in any of the departments of any city, county, state, or federal governments. Seller has disclosed to Purchaser that a portion of the Subject Property is in the process of being environmentally remediated and that a "No Further Action" letter from the Department of Ecology is expected to be received for that portion of the Subject Property. Receipt of such letter is a contingency to this sale as provided in Section 3-h above.

To the best of the Seller's knowledge, there are no pending special assessments or condemnation actions with respect to the Subject Property, or any part thereof, and the Seller has no knowledge of any special assessments or condemnation action being contemplated.

The Subject Property is currently the benefitted parcel under a general "Access and Utilities Easement" across the adjacent property currently owned by Catholic Housing Services of Eastern Washington ("CHS"). The existing Easement requires that a specific access easement be recorded upon sale of the Subject Property providing pedestrian ingress and egress for the benefit of the Subject Property. Seller is responsible for entering into such an easement with CHS and will do so in consultation with Purchaser.

Seller shall use its best efforts to obtain an easement across the property owned by CHS providing adequate vehicular access for the benefit of the Subject Property. For the purposes of this section, "adequate" means access of a width, slope and surface similar to the existing natural surface access road on the Subject Property suitable for use by the Purchaser's maintenance vehicles for access to the Subject Property.

The Seller will cooperate with the Purchaser and execute all documents necessary to satisfy all contingencies, release all liens, assessments, or other encumbrances that may exist against the Subject Property

The Seller has good marketable title in fee simple to the Subject Property.

Purchaser acknowledges and agrees that to the maximum extent permitted by law, and except as otherwise expressly set forth in this Agreement, the sale of the Subject Property to Purchaser as provided herein is made on an "AS IS" and "WHERE IS" condition and basis and "WITH ALL FAULTS." The parties acknowledge that the purchase price reflects such condition and basis for this transaction. Purchaser is relying on its own investigation of the Subject Property with respect to this transaction. In conjunction therewith, Purchaser hereby waives receipt of the statutory "Form 17" Seller Disclosure Statement, except for the "Environmental" Section of such form.

SECTION 6: PROPERTY LINES

The Seller covenants that any and all buildings, driveways, and other improvements on the Subject Property are within its boundary lines, and that no improvements on adjoining properties extend across the boundary lines of the Subject Property.

SECTION 7: CLOSING

The closing is to be scheduled as soon as possible following completion of the contingencies outlined in Section 3 above. This transaction will be closed in escrow by First American Title Insurance Company of Spokane acting as escrow agent, hereinafter referred to as "Escrow Agent." The Seller and Purchaser will split (50/50) the fees and costs of the Escrow Agent with the exception of title insurance, which shall be paid for by the Purchaser.

The closing will be held at the offices of the Escrow Agent on or before that date which shall be ten (10) business days after receiving written notification from the Purchaser that all contingencies in Section 3 have been completed or waived, but in any event no later than **December 30th, 2016** (the "Closing Date"). If closing does not occur on or before the Closing

Date, or any later date mutually agreed to in writing by the Seller and Purchaser, the Escrow Agent will immediately terminate the escrow and return all documents and undistributed funds to the party that deposited them.

Each party will execute, sufficiently in advance of the Closing Date, the documents necessary to carry out this transfer including but not limited to a warranty deed, real estate excise tax affidavits, etc. The cost of recording of any closing documents shall be split (50/50) by the Seller and Purchaser. Any excise taxes shall be paid by the Seller.

Each party shall deposit any other instruments and documents that are reasonably required by the Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Subject Property in accordance with this Agreement.

SECTION 8: TITLE AND POSSESSION

At closing, title will be conveyed by warranty deed. The deed shall be in proper form, shall state the usual full covenants and warranty, and shall be duly executed and acknowledged by the Seller, so as to convey to the Purchaser the fee simple of the Subject Property, free of all encumbrances except as stated in this Agreement. In case the Seller cannot give a good and sufficient deed, then the obligations of both Parties under this Agreement shall cease.

The Purchaser shall, upon the receipt of a good and sufficient deed, be entitled to possession of the Subject Property. If the Seller fails to give possession to the Subject Property at closing, the Seller becomes tenant by sufferance of the Purchaser and by this Agreement waives all notice to quit, as provided by the laws of Washington.

The Seller agrees to transfer, and the Purchaser agrees to accept, ownership of the Subject Property free of all claims and rights of others, except for recorded covenants, easements, licenses, liens of any kind, water rights, and the reservations and restrictions set forth herein.

SECTION 9: TERMINATION

Either party may terminate this Agreement based on the other party's failure to comply with the conditions of this Agreement. Notice shall be provided in writing to the other party of its non-compliance. The other shall have thirty (30) days to cure the deficiency. Failure to correct the deficiency within that time period shall result in a default of the other party's rights under this Agreement.

SECTION 10: INDEMNITY AND HOLD HARMLESS

Purchaser agrees to indemnify and hold Seller harmless of, from and against any and all liabilities, suits, claims, losses, causes of action, liens, fines, penalties, costs and expenses, including, without limitation, court costs, reasonable attorneys' fees and costs, and damages ("Claims") (1) for any environmental conditions discovered, and any cleanup or remediation required, after closing, unless such environmental conditions were caused by Seller, and (2) for any Claims arising after closing and asserted by any person or entity arising out of Purchaser's

and the public's use of the Subject Property, including, but not limited to, injury to or death of any person or damage to any property, or liability resulting from use or ownership of a property containing hazardous substances. This hold harmless clause shall apply even if Seller would otherwise be strictly liable under applicable law, but not to the extent such claims are caused by the sole or concurrent negligence of Seller.

SECTION 11: CONSERVATION FUTURES

In order to assure the continued open space use of the Subject Property in perpetuity, and as consideration for the payment of the purchase price with funds from the Spokane County Conservation Futures Fund, Spokane County ("County") shall acquire rights in future development of the Subject Property to the full extent allowed and permitted by RCW 84.34.200 et seq. The Purchaser retains the right to continue any existing open space use of the Subject Property, and to develop any other open space use. The Purchaser and the County shall cause to be recorded restrictive covenants running with the Subject Property, which shall bind the Purchaser, its heirs, successors, assigns, and any subsequent owners or lessees of the Subject Property in perpetuity. Such covenants (the "Restrictive Covenants") shall provide that the Subject Property be used in perpetuity for passive recreation by the public, and shall:

- a. Forbid any new construction, building, improvement, or use of the Property other than an open space use and improvements associated with the public's use of such open space permitted by Chapter 84.34 RCW; and
- b. Require County permission for any construction, building, or improvement as defined in the Restrictive Covenants on the Subject Property, which permission shall not be unreasonably withheld.
- c. Be recorded by the Parties at Closing.

The Restrictive Covenants are more particularly described in "Exhibit B" attached hereto and incorporated herein by reference.

The Parties further agree that the County is an intended beneficiary of this Agreement; and, as such, is fully entitled to enforce the provisions of this Agreement.

SECTION 12: COMPLIANCE WITH LAWS

The Parties hereto specifically agree to observe all federal, state and local laws, ordinances and regulations to the extent that they may have any bearing upon the services required to be performed by either party under the terms of this Agreement.

In particular, the use of the Subject Property shall be consistent with RCW 84.34.200 and such restrictions as may be agreed upon by the Parties.

SECTION 13: ASSIGNMENT

This Agreement shall not be assignable by the Purchaser without the Seller`s written consent. The Assignee shall be subject to all terms and conditions of this Agreement.

SECTION 14: TIME

Time is of the essence of this Agreement.

SECTION 15: PARTIES LIABLE

This Agreement is binding upon the Parties and all their heirs, successors and assigns.

SECTION 16: WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement, or at law, shall be taken and construed as cumulative – that is, in addition to every other remedy provided herein by law.

Failure of the Purchaser or the Seller, respectively, to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the Seller or Purchaser to hereafter enforce each and every such provision.

SECTION 17: NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on either of the Parties personally or by certified mail, return receipt requested, sent to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

Seller: By delivery:
 Sisters of the Holy Names
 Attn: Vicki Cummings, CFO
 17590 Gleason Dr.
 Lake Oswego, OR 97034

 By mail:
 Sisters of the Holy Names
 Attn: Vicki Cummings, CFO
 P.O. Box 398
 Marylhurst, OR 97036

And to:

Paine Hamblen LLP
Attn: Kathryn R. McKinley
717 W. Sprague Ave., Ste. 1200
Spokane, WA 99201

Purchaser: City of Spokane Parks and Recreation Department
C/O Leroy Eadie, Director
808 West Spokane Falls Blvd, 5th Floor
Spokane, WA 99201

Financing: Spokane County
C/O Doug Chase, Parks, Recreation and Golf Director
404 N Havana St.
Spokane, WA 99202

SECTION 18: HEADINGS

The article headings contained in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope of the article to which they appertain.

SECTION 19: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Both Parties have read and understand all of the Agreement and that no representations, promises or agreements not expressed in the agreement have been made to induce either to execute the same.

SECTION 20: INTERPRETATION

This Agreement has been made and shall be construed as having been made and delivered within the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement.

SECTION 21: VENUE

Any litigation regarding this Agreement or arising out of the performance thereof shall be commenced and maintained only in competent courts of jurisdiction within Spokane County, Washington.

SECTION 22: SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or

applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day and year first set forth above.

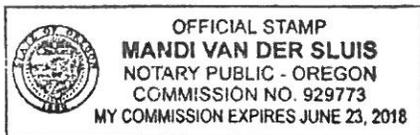
SELLER: Sisters of the Holy Names

By: Vicki Cummings
Name: Vicki Cummings
Title: Chief Financial Officer

STATE OF OREGON)
County of Clackamas) ss.
)

I certify that I know or have satisfactory evidence that Vicki Cummings is the person who appeared before me and acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Chief Financial Officer of Sisters of the Holy Names, a Washington nonprofit corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

DATED this 28th day of October, 2016.



Mandi Van Der Sluis
NOTARY PUBLIC IN FOR AND THE STATE OF
Oregon residing at US Bank.
My commission expires June 23, 2018.

APPROVED AS TO FORM:

PURCHASER: CITY OF SPOKANE

City Attorney

Mayor / City Administrator

ATTEST:

City Clerk

EXHIBIT A

Legal Description

A portion of Government Lots 2 and 5, in Section 12; and a portion of Government Lot 9, in Section 11, Township 25 North, Range 42 East, Willamette Meridian, being more particularly described as follows:

BEGINNING at the East Quarter Corner of said Section 11; thence South 15°55'24" East 125.31 feet to the southeasterly right of way line of Fort George Wright Drive as described in that certain Quit Claim Deed recorded January 24, 1992 as Auditor's File No. 9201240296, said point also being the **TRUE POINT OF BEGINNING** of this description; thence along said southeasterly right of way line of Fort George Wright Drive the following four (4) courses and distances:

North 45°09'27" West 100.00 feet,

Southwesterly along a non-tangent curve to the right, from a point with a radial bearing of South 45E09'27" East, with a radius of 545.00 feet, through a central angle of 11°44'52", an arc length of 111.75 feet to a point with a radial bearing of South 33E24'35" East,

Southwesterly along a non-tangent curve to the right, from a point with a radial bearing of South 58°06'02" East, with a radius of 190.78 feet, through a central angle of 52°46'00", an arc length of 175.70 feet to a point with a radial bearing of South 05E20'02" East, and

South 84°39'58" West 84.40 feet;

thence leaving said southeasterly right of way line of Fort George Wright Drive South 68°47'14" East 572.05 feet; thence North 86°35'20" East 180.92 feet; thence South 41°33'37" East 291.63 feet; thence South 34°02'07" East 243.73 feet; thence South 27°35'10" East 218.77 feet; thence South 30°48'30" West 445.22 feet; thence South 08°11'46" West 355.72 feet; thence South 55°00'49" West 488.16 feet; thence North 46°03'08" West 90.83 feet; thence North 31°12'30" West 93.96 feet; thence North 33°00'03" West 44.78 feet; thence northwesterly along a non-tangent curve to the left, from a point with a radial bearing of North 55°03'04" East, having a radius of 1,033.88 feet, through a central angle of 14°36'10", an arc length of 263.50 feet to a point with a radial bearing of North 40°26'54" East; thence North 48°16'59" West 278.06 feet; thence North 53°16'02" West 145.37 feet; thence North 59°54'04" West 87.84 feet to the east line of that certain parcel of land described as Parcel "A" in that certain Statutory Warranty Deed recorded May 30, 1978 as Auditor's File No. 7805300503; thence along said east line South 15°50'51" West 209 feet to the ordinary high water Page 1 of 2 line of the Spokane River; thence southeasterly, northeasterly, and northwesterly along said ordinary high water line to a point at the intersection of said ordinary high water line and the said southeasterly right of way line of Fort George Wright Drive as described in that certain Quit Claim Deed recorded January 24, 1992 as Auditor's File No. 9201240296; thence along said southeasterly right of way line of Fort George Wright Drive southwesterly along a non-tangent curve to the right, from a point with a radial bearing of South 64°26'37" East, with a radius of 645.00 feet, through a central angle of

19°17'10", an arc length of 217.11 feet to the said true point of beginning of this description, containing 31.25 acres of land, more or less.

EXCEPTING THEREFROM an area now used for a Geiger Field Instrument Landing System Outer Marker Site located in Section 12, Township 25 North, Range 42 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

BEGINNING at a point lying South 45°00' East, a distance of 993.19 feet from the Northwest corner of the Southwest quarter of said Section 12, thence by the following courses and distances:

South 44°30' East, 80.00 feet;

North 45°30' East, 65.00 feet;

North 44°30' West, 80.00 feet;

Thence South 45°30' West, 65.00 feet to the point of beginning.

Spokane County Tax Parcel Nos. 25116.0054

Containing 31.17 acres, more or less.

Situate in the City of Spokane, Spokane County, State of Washington

Map of Subject Property (See Next Page)

EXHIBIT A (CONTINUED)

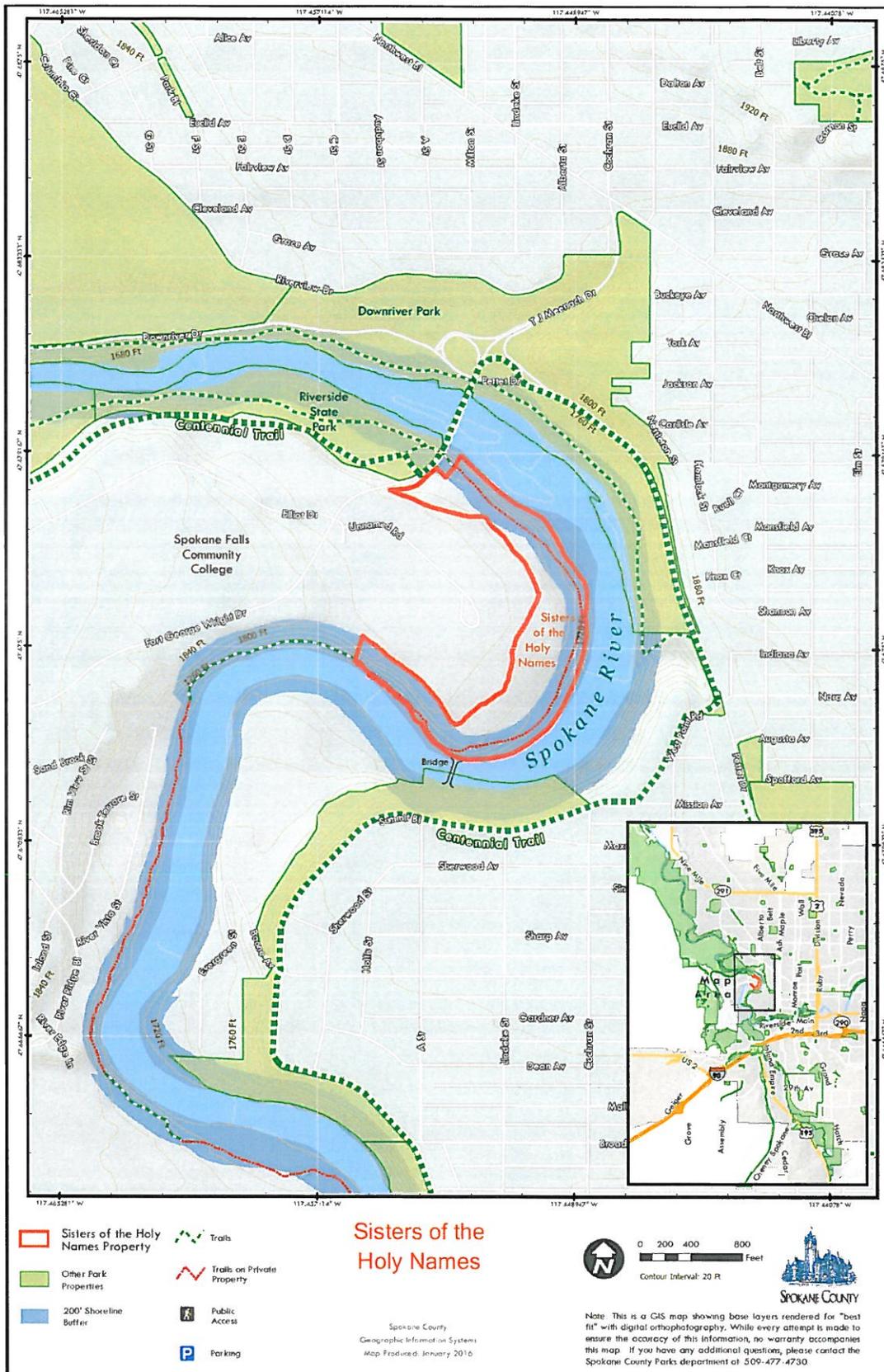


EXHIBIT B

After Recording, Return to:

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
APPLICABLE TO CERTAIN REAL PROPERTY ACQUIRED THROUGH
CONSERVATION FUTURES

THIS DECLARATION made and entered into this ____ day of _____, 2016 by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "COUNTY", and the CITY OF SPOKANE, a Washington municipal corporation, acting through the City of Spokane Park Board, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane Washington 99201, hereinafter referred to as the "CITY", jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 84.34.200, the legislature found that: (1) the haphazard growth and spread of urban development is encroaching upon, or eliminating open areas and spaces of varied size and character, including many other having significant recreational, social, scenic, or esthetic values; (2) such areas and spaces, if preserved and maintained in their present open space state, would constitute important assets to existing and impending urban and metropolitan development and, at the same time, would continue to contribute to the welfare and well-being of the citizens of the state as a whole; and (3) as such, the acquisition of interests or rights in real property for the preservation of open spaces and areas constitutes a public purpose for which public funds may properly be expended or advanced; and

WHEREAS, pursuant to the provisions of RCW 84.34.230, the citizens of Spokane County advised the Board of County Commissioners of Spokane to levy an amount of money to be used solely for the purpose of acquiring rights and interests in real property pursuant to the terms of RCW 84.34.210 and 84.34.220; and

Sisters of the Holy Names ("Three Islands") Deed Restriction

WHEREAS, pursuant to the provisions of the RCW 84.34.240, the Board of County Commissioners of Spokane County passed Resolution No. 93-1560, establishing a Conservation Futures Fund, designated as County Fund No. 117 ("Conservation Futures Fund"); and

WHEREAS, the City of Spokane entered into a Purchase and Sale Agreement ("Agreement") with the Sisters of the Holy Names for 31.17 acres MOL of real property ("Subject Property) known locally as the Three Islands Spokane River Property; and

WHEREAS, the Subject Property is legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference; and

WHEREAS, on _____, pursuant to Spokane County Resolution No. _____, the Board of County Commissioners authorized the expenditure of funds towards the purchase of the Subject Property utilizing funds from the Conservation Futures Fund; and

WHEREAS, the Agreement provides that the County and the City shall cause to be recorded restrictive covenants running with the Subject Property, which shall bind the City, its heirs, successors, assigns, and any subsequent owners or lessees of the Subject Property in perpetuity. Said covenants shall:

1. Forbid any new construction, building, improvement, or use of the Subject Property other than an open space use and improvements associated with the public's use of such open space as permitted by Chapter 84.34 RCW; and
2. Require County permission for any new construction, building, or improvement on the Subject Property as defined in Section 2 (b.) herein which permission shall not be unreasonably withheld; and
3. Cause to be recorded by the Parties at closing..

Such covenants shall preserve the Subject Property in perpetuity; and

WHEREAS, as of _____, the City of Spokane is now the owner of the Subject Property.

NOW, THEREFORE, the Parties hereby publish and declare that:

1. Declaration. The Subject Property shall be subject to the following covenants, conditions, restrictions, limitations and obligations, all of which are for the purpose of protecting the value and desirability of the Subject Property as open space land as contemplated in Chapter 84.34 RCW, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the above-described property in the Subject Property, and their heirs, successors, assigns, grantees, executors, administrators, and devisees. More particularly:

- a. The Subject Property shall be used in perpetuity for passive recreation by the public, and in such manner as to protect the natural habitat of the Subject Property.

Sisters of the Holy Names ("Three Islands") Deed Restriction

b. Any construction, building, improvement, or use of the Subject Property other than improvements associated with the public's use of such open space use permitted by Chapter 84.34 RCW is prohibited.

c. County permission shall be required for any new construction, building, or improvement on the Subject Property, which permission shall not be unreasonably withheld. County permission will not be required for routine maintenance or improvements related to the management of the Subject Property. In the event of an emergency that the City reasonably believes involves or affects public safety, the City may commence such maintenance and improvement activities as are necessary to preserve public safety after first making reasonable attempts to notify the Spokane County Parks, Recreation & Golf Director.

d. In order to facilitate the public's safe enjoyment of the Subject Property, the site shall be maintained in good condition and repair by the City consistent with the Conservation Futures Best Management Practices of the Spokane County Park Plan or any future version thereof.

2. Definitions. As used herein:

a. "**Building**" shall mean any building, plant, facility, enclosed storage area, structure or other improvement affixed to the Property,

b. "**Improvements**" shall mean and include buildings, outbuildings, driveways, parking areas, sidewalks, swimming pools, tennis courts, walls, hedges, lawns, landscaping, flag poles, parking areas, drives, paved trails, lighting, and any other structure of any type or kind, and all additions to any of the foregoing. "Improvements" shall not mean and include fencing, primitive natural surface trails, signage, habitat restoration and other minor improvements commonly implemented on Conservation Futures property to adequately care for and maintain the property.

c. "**Open space land**" shall mean (i) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly, or (ii) any land area, the preservation of which in its present use would (A) conserve and enhance natural or scenic resources, or (B) protect streams or water supply, or (C) promote conservation of soils, wetlands, beaches or tidal marshes, or (D) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space, or (E) enhance recreation opportunities, or (F) preserve historic sites, or (G) preserve visual quality along highway, road, and street corridors or scenic vistas.

3. Specific Enforcement of Restrictions. The County, its heirs, successors, and assigns, provided that such is a governmental entity, shall have the right to enforce this Declaration and each and every covenant, condition, provision, restriction and term contained in this Declaration; and there shall arise from the breach of any such covenant, condition, provision, restriction or term contained in this Declaration, a cause of action for damages or for enforcement in a equity as a remedy for such breach. The City, their heirs, successors, and assigns, agree that monetary

damages may not provide adequate compensation for the breach of the covenants, conditions, provisions, restrictions and terms contained in this Declaration and that this Declaration may be specifically enforced by the County, its heirs, successors, and assigns, provided that such is a governmental entity.

4. Attorney's Fees. In any legal or equitable proceeding for enforcement of, or to restrain a violation of, this Declaration or any of the covenants, conditions, provisions, restrictions and terms contained in this Declaration, the losing party or parties shall pay the reasonable attorney's fees expenses and all other costs and expenses of in connection with such prosecution or defense of such enforcement action (including, but not limited to, the costs of obtaining and/or continuing an abstract of title to the Lot or Parcel in question, the costs of any contemplated or actual legal proceedings, and the costs of preparation and presentation of any evidence in such proceeding), of the prevailing party or parties, in such amount as may be fixed by the Court (or by agreement of such parties) in such proceedings. Provided, however, such losing party or parties shall not be obligated for any such attorney's fees and costs incurred by such prevailing party or parties for the period after such losing party or parties offers to settle such matter for an amount equal to or greater than that finally approved by a court of competent jurisdiction and/or, except in the case of repeated or continuing violations, takes or forbears from the requested action, as appropriate.

5. Inspection. The County, through its authorized agents and employees, may from time to time, at any reasonable hour or hours, enter and inspect the Subject Property to ascertain compliance with this Declaration.

6. Failure to Enforce Not a Waiver of Rights. The County's failure to enforce any condition, covenant, provision, restriction, reservation or term of this Declaration in any one instance shall not be deemed to be a waiver of the right to do so thereafter nor shall it be deemed to waive the right to enforce any other condition, covenant, easement, provision, restriction, reservation or term of this Declaration.

7. Rights of Third Parties. This Declaration is deemed to be also for the benefit of the general public.

8. Covenants Binding and Running with the Land. Each of the conditions, covenants, easements, indentures, provisions, restrictions, reservations and terms contained in this Declaration shall be binding upon and insure to the benefit of the County, its heirs, successors, and assigns, provided that such is a governmental entity, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

9. Duration. The provisions of this Declaration shall continue in perpetuity.

10. Waiver, Modification or Amendment. No waiver, modification or amendment of any term or condition of this Declaration shall be effective unless in writing, and no waiver or indulgence by either Party or any deviation by the other Party from full performance of this

Agreement shall be a waiver of the right to subsequent or other full, strict, and timely performance.

11. Severability. In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

12. Merger Clause. This Agreement expresses the full and final purpose and agreement of the Parties and will not be qualified, modified or supplemented by course of dealing, usage of trade, or course of performance. There are no verbal agreements which qualify, modify or supplement this Agreement.

13. Governing Law; Venue. This Declaration shall be construed in accordance with the laws of the State of Washington. Any actions to enforce the provisions of this Declaration shall be brought in Spokane County, Washington.

14. Headings. The captions of the Articles, Sections and Subsections of this Declaration are for convenience only and shall not be considered nor referenced in resolving questions of interpretation and construction of this Declaration.

15. Notices. All notices called for or provided for in this Agreement shall be in writing and must be served on any of the parties personally or by certified mail, return receipt requested, sent to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

-
- COUNTY: Spokane County
- C/O Board of County Commissioners
- 1116 W. Broadway Ave.
- Spokane, Washington 99260
-
- CITY: City of Spokane
- C/O Director, Parks & Recreation Department
- 808 W Spokane Falls Boulevard, 5th Floor
- Spokane, WA 99201

IN WITNESS WHEREOF, the Parties have duly executed this Declaration as of the date and year first above written.

SPOKANE COUNTY:

Sisters of the Holy Names (“Three Islands”) Deed Restriction

STATE OF WASHINGTON)

) ss.

COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me; and said person acknowledged that he signed this instrument as the duly authorized representative of the City of Spokane, Washington, and acknowledged it to be the free and voluntary act of the City of Spokane, Washington for the uses and purposes mentioned in this instrument.

DATED this ____ day of _____, 2016.

Notary name printed or typed:
Notary Public in and for the State of
Residing at
My appointment expires:

Exhibit "A"
(Subject Property)

Legal Description

A portion of Government Lots 2 and 5, in Section 12; and a portion of Government Lot 9, in Section 11, Township 25 North, Range 42 East, Willamette Meridian, being more particularly described as follows:

BEGINNING at the East Quarter Corner of said Section 11; thence South 15°55'24" East 125.31 feet to the southeasterly right of way line of Fort George Wright Drive as described in that certain Quit Claim Deed recorded January 24, 1992 as Auditor's File No. 9201240296, said point also being the **TRUE POINT OF BEGINNING** of this description; thence along said southeasterly right of way line of Fort George Wright Drive the following four (4) courses and distances:

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Southwesterly along a non-tangent curve to the right, from a point with a radial bearing of South 45E09'27" East, with a radius of 545.00 feet, through a central angle of 11°44'52", an arc length of 111.75 feet to a point with a radial bearing of South 33E24'35" East,

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South 84°39'58" West 84.40 feet;

thence leaving said southeasterly right of way line of Fort George Wright Drive South 68°47'14" East 572.05 feet; thence North 86°35'20" East 180.92 feet; thence South 41°33'37" East 291.63 feet; thence South 34°02'07" East 243.73 feet; thence South 27°35'10" East 218.77 feet; thence South 30°48'30" West 445.22 feet; thence South 08°11'46" West 355.72 feet; thence South 55°00'49" West 488.16 feet; thence North 46°03'08" West 90.83 feet; thence North 31°12'30" West 93.96 feet; thence North 33°00'03" West 44.78 feet; thence northwesterly along a non-tangent curve to the left, from a point with a radial bearing of North 55°03'04" East, having a radius of 1,033.88 feet, through a central angle of 14°36'10", an arc length of 263.50 feet to a point with a radial bearing of North 40°26'54" East; thence North 48°16'59" West 278.06 feet; thence North 53°16'02" West 145.37 feet; thence North 59°54'04" West 87.84 feet to the east line of that certain parcel of land described as Parcel "A" in that certain Statutory Warranty Deed recorded May 30, 1978 as Auditor's File No. 7805300503; thence along said east line South 15°50'51" West 209 feet to the ordinary high water Page 1 of 2 line of the Spokane River; thence southeasterly, northeasterly, and northwesterly along said ordinary high water line to a point at the intersection of said ordinary high water line and the said southeasterly right of way line of Fort George Wright Drive as described in that certain Quit Claim Deed recorded January 24, 1992 as Auditor's File No. 9201240296; thence along said southeasterly right of way line of Fort George Wright Drive southwesterly along a non-tangent curve to the right, from a point with a radial bearing of South 64°26'37" East, with a radius of 645.00 feet, through a central angle of

Sisters of the Holy Names ("Three Islands") Deed Restriction

19°17'10", an arc length of 217.11 feet to the said true point of beginning of this description, containing 31.25 acres of land, more or less.

EXCEPTING THEREFROM an area now used for a Geiger Field Instrument Landing System Outer Marker Site located in Section 12, Township 25 North, Range 42 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

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South 44°30' East, 80.00 feet;

North 45°30' East, 65.00 feet;

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Thence South 45°30' West, 65.00 feet to the point of beginning.

Spokane County Tax Parcel Nos. 25116.0054

Containing 31.17 acres, more or less.

Situate in the City of Spokane, Spokane County, State of Washington

Sky Prairie Park

Master Plan



September 2015



Prepared for the City of Spokane and the Five
Mile Neighborhood Association, September 2015

Prepared by EWU Urban and Regional Planning students:
Martee Snyder, Isaac Swanson, Emily Neder, and Amie DeWolf.
Under the supervision of Professor Gregg Dohrn.

The preparation of a Master Plan for Sky Prairie Park was made possible through the support of the following people and organizations:

Sky Prairie Park Stakeholders group:

Candance Mumm,
Spokane City Council

Kathy Miotke,
Five Mile Neighborhood Council President

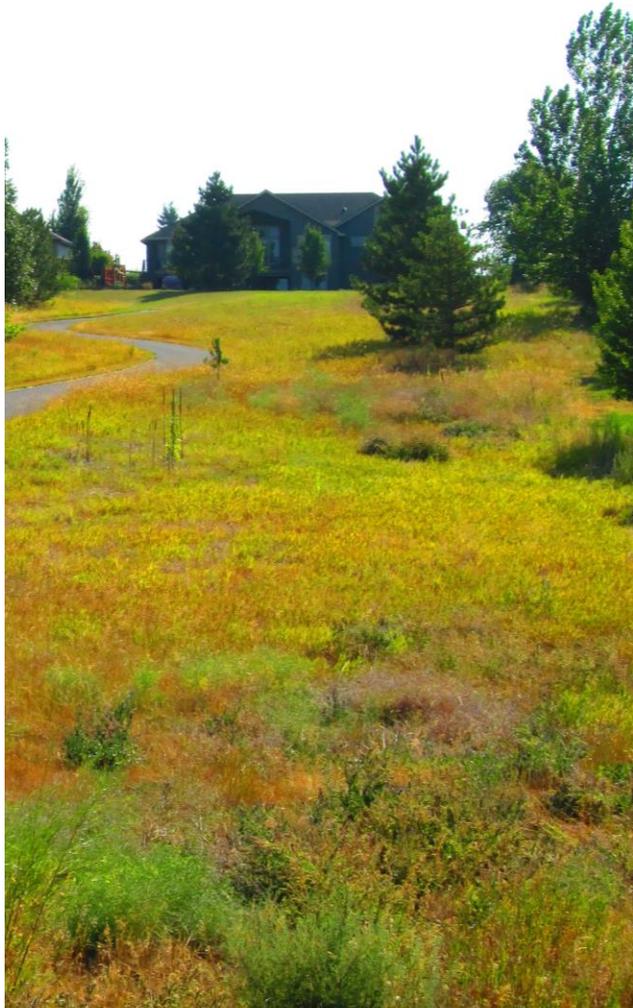
Garrett Jones,
City of Spokane Assistant Director of Park
Operations

Five Mile Neighborhood Parks Committee:

Sarah Dexter
Alice Galeotti
Denny Horlacher
Dennis Patchin
Jody Treffry

Five Mile Prairie Neighborhood Participants

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“One touch of nature makes the whole world kin.”

- William Shakespeare

See more quotes like this on <https://www.quotefancy.com/article/famous-quotes/#ethash-mcPizhi6-dauf>

I.) Introduction:

A park brings life and character into a neighborhood. It provides a safe and healthy way for children and adults alike to play, exercise, and enjoy the outdoors. A park can reach its full potential when it has been thoughtfully planned. Without this planning, it may lose the prospect of building attributes that keeps the park contemporary and more importantly, loved and used.

In conjunction with the Five Mile Neighborhood Association, and the City of Spokane Parks and Recreation, students from Eastern Washington University Urban and Regional Planning Department, under the supervision of Professor Gregg Dohrn (henceforth referred to as Planning Team), have prepared a Master Plan for Sky Prairie Park. This Plan is intended to guide the future use and development of Sky Prairie Park.

This Master Plan is an interpretation of multiple neighborhood meetings and insights given to the Team from neighborhood leaders, City of Spokane employees, and private citizens alike. It addresses current conditions and opportunities that the Team then assembled into a neighborhood approved plan.

In this document the reader will find:

- ✓ An overview of the master planning process.
- ✓ Demographic information about the park service area to support future planning efforts.
- ✓ Relevant City and County goals and policies from their respective approved Parks plans.
- ✓ Goals and policies assembled by the Team, which reflect the Neighborhood's wishes for the future use and development of Sky Prairie Park.
- ✓ An assessment of existing conditions in the park and a list of future opportunities.
- ✓ Three master plan alternatives.
- ✓ The preferred alternative selected by the neighborhood will serve as the foundation of the Master Plan for Sky Prairie Park
- ✓ Strategies to implement the chosen alternative.
- ✓ Maps that will assist the current and future development of Sky Prairie Park by highlighting key areas of opportunity in and around the park.



II.) Overview of the Planning Process

“The nation behaves well
if it treats its natural
resources as assets
which it must turn over
to the next generation
increased, and not
impaired, in value”

-Theodore Roosevelt

The Planning Team met several times with the Five Mile Neighborhood Association President, the Five Mile Parks Committee and representatives from the City of Spokane and Spokane County. The information gathered at these meetings was then formulated into a series of maps that were then presented to the participating groups. Once the appropriate feedback was given, the Planning Team then moved to further polish the Master Plan by building a document that would serve as a guide for the future use and development of Sky Prairie Park. Maps were refined to supplement this document, demographic information was gathered and analyzed, and then a preparatory final presentation was given to ensure the Planning Team maintained the vision of the Five Mile community.



III.) Census Data and Planning Area

Demographic and Census Data:

Sky Prairie Park is located within the City of Spokane and lies within a quarter mile of the boundary with unincorporated Spokane County. Five Mile Neighborhood, as recognized by the City of Spokane, lies within city limits in the southeastern portion of the prairie plateau. This city-resident population of this area is roughly 4,000-5,000 people (2010 U.S. Census). The Neighborhood Association recognizes the entire plateau of city and county residents as being a part of Five Mile Prairie. This includes roughly 9,000-10,000 people (2010 U.S. Census). Approximately half of the prairie population lies within city limits with half lying within Spokane County. Census data was collected from the U.S. Census Bureau TIGER/Line Products, which included data from selected attributes from the 2010 census. Population counts were analyzed in census block format. Census blocks are the smallest geographic unit boundaries used by the U.S. Census Bureau for tabulation of 100-percent data. These statistical areas are bounded by visible features such as roads and railroad tracks, and by nonvisible boundaries such as property lines and city or county limits. Census block population data was summarized within the City of Spokane Five Mile Neighborhood boundary to a rough estimate. Census blocks were also summarized within the Five Mile Prairie Plateau boundary. The two Five Mile boundaries do not precisely align with the block boundaries, therefore only an estimated population can be given for those geographic regions. *Please reference Appendix C for map of 2010 Census Population*

IV.) City of Spokane Goals and Policies:

The selected goals and policies from the City of Spokane Comprehensive Plan chapter 12 Parks, Recreation and Open Space listed below, specifically pertain to the development, maintenance, and preservation of Sky Prairie Park. *(For a list of all of the City of Spokane's Parks, Recreation and Open Space Goals and Policies please reference Appendix V).*

Goal 1: Assure the preservation and conservation of unique, fragile, and scenic natural resources, and especially non-renewable resources.

POLICIES

PRS 1.1 Open Space System

Provide an open space system within the urban growth boundary that connects with regional open space and maintains habitat for wildlife corridors.

PRS 1.4 Property Owners and Developers

Work cooperatively with property owners and developers to preserve open space areas within or between developments, especially those that provide visual or physical linkages to the open space network.

PRS 1.5 Green Space Buffers

Preserve and/or establish areas of green space buffer to provide separation between conflicting land uses.

PRS 1.6 Funding to Acquire Critical Lands

Maintain a contingency fund (Park Cumulative Reserve Fund) dedicated to the acquisition of critical area lands, which would be lost if not immediately purchased.

Goal 2: Provide a park system that is an integral and vital part of the open space system and that takes advantage of the opportunities for passive and active recreation that a comprehensive open space system provides.

POLICIES

PRS 2.1 Amenities within Each Neighborhood

Provide open space and park amenities within each neighborhood that are appropriate to the natural and human environment of the neighborhood, as determined by the neighborhood and the Spokane Park Board

PRS 2.2 Proximity to Open Space

Provide open space in each city neighborhood.



City of Spokane Goals and Policies Continued:

City of Spokane Comprehensive Plan Goals and Policies:

PRS 2.4 Park Funding

Consider all potential funding sources to maintain the adopted level of service for parks.

PRS 2.6 Cultural and Historic Parks

Preserve and showcase the cultural and historic character of the parks and the park system.

Goal 3: Work with other agencies to provide a convenient and pleasant open space-related network for pedestrian and bicyclist circulation throughout the City of Spokane.

POLICIES

PRS 3.1 Trails and Linkages

Provide trails and linkages to parks that make minimal use of streets, especially arterial streets, in order to maximize the recreation experience and safety of all users.

PRS 3.2 Trail Corridor Development

Include landscaping, re-vegetation, and reforestation in trail corridor development where appropriate and desirable to provide a pleasant trail experience, and visual separation from private adjacent uses.

Goal 4: Recognize and upgrade Spokane's existing park resources by continuing the park preventative maintenance program.

POLICIES

PRS 4.1 Maintenance Management Program

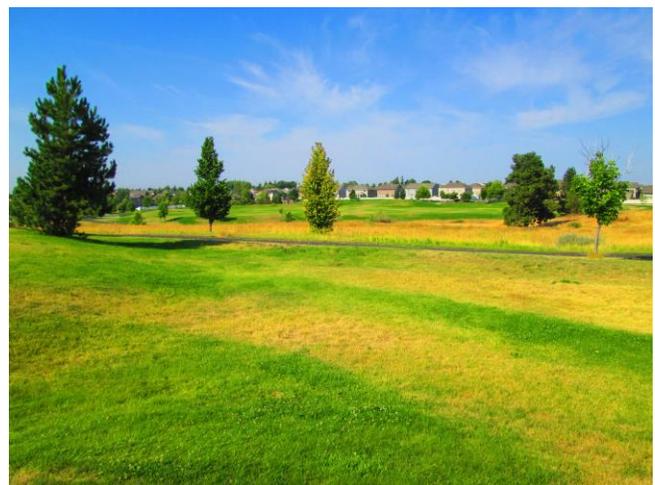
Implement a maintenance management program that will project maintenance, facility, and replacement costs.

PRS 4.2 Park Traffic Patterns

Improve park traffic patterns for motorists, bicyclists, equestrians, and pedestrians.

PRS 4.3 Park Sign Plan

Implement and maintain a park sign plan throughout the City of Spokane that standardizes all park signs, including entrance, direction, and rules signs.



City of Spokane Goals and Policies Continued:

City of Spokane Comprehensive Plan Goals and Policies:

Goal 5: Assure an indoor and outdoor recreation program, which provides well-rounded recreational opportunities for citizens of all ages.

POLICIES

PRS 5.1 Recreation Opportunities

Provide and improve recreational opportunities that are easily accessible to all citizens of Spokane.

PRS 5.2 Private Partnerships

Create public-private partnerships and develop incentives for a community-oriented sports and special interest program, which is responsive to expressed demands and fosters participant support of all ages and abilities.

PRS 5.3 Special Programs

Support special population participants in Spokane Parks and Recreation Department programs.

PRS 5.4 Community Information System

Promote parks and recreation programs, services, and facilities through an effective community information system, including the media, mail, telephone, and on the internet.

PRS 5.6 Outdoor Recreational Facilities

Provide facilities and programs that allow the public the opportunity to participate in a broad range of outdoor recreational activities.

Goal 7: Provide a parks and recreation system that is enjoyable, efficient, financially responsible, and a source of civic pride.

POLICIES

PRS 7.1 Quality of Service

Provide high quality of service to the community in all parks and recreation programs, services, and facilities.

PRS 7.2 Modern Management Practices

Employ state-of-the-art techniques in the park and recreation profession by providing staff training, laborsaving equipment, automatic systems, durable materials, effective facility design, and responsive leisure services.

PRS 7.3 Standards and Policies

Maintain open communication and collaborative planning processes that help define service levels based on good management practices while providing quality service to the public.

PRS 7.4 Volunteers

Encourage and recruit volunteers to serve on advisory boards for program and facility design, leadership in program offering, and community service labor.

V.) Spokane County Goals and Policies:

The selected goals and policies from Spokane County Parks, Recreation, and Open Space Plan, listed below, specifically pertain to the development, maintenance, and preservation of Sky Prairie Park. *(For a list of all of Spokane County's Goals and Policies please reference Appendix H).*

Spokane County Comprehensive Plan Goals and Policies:

Goal PO.1 Provide a variety of parks, open space, recreation facilities, and recreation programs to benefit the broadest range of age, social, economic and special group interests and abilities.

POLICIES

PO.1.2 Park and recreation facilities should be developed, renovated and maintained to serve the widest possible cross-section of resident needs and interests, including accessibility for disabled persons.

PO.1.5 Respond to the diversity of public needs by offering a range of recreational experiences from passive to active, to unstructured activity to organized recreation programs.

Goal PO.2 Acquire and develop parks, recreational facilities, and open space areas to serve the needs of the public given available resources.

POLICIES

PO.2.1 Coordinate and cooperate with both public and private sector interests to further park and recreation opportunities.

PO.2.2 Coordinate park planning and land acquisition efforts across jurisdictional boundaries and consider existing and planned infrastructure, population served, environmental constraints, and available resources.

PO.2.10 A county-wide level of service of 0.23 softball fields per 1,000 residents, .043 aquatic facilities per 1,000 residents, and 0.32 campsites per 1,000 residents should be monitored and maintained.

Goal PO.3 Strive toward a level of service for developed community parks of 1.4 acres per 1,000 population for the Urban Growth Areas (UGA) and 8.3 acres per 1,000 population for regional parks.

POLICIES

PO.3.2 Allow neighborhoods and communities within the unincorporated County the ability to increase park and recreation opportunities through the formation of self-taxing park service areas. Neighborhoods may include this option within their individual neighborhood plans.

PO.3.3 Work with the Spokane County Board of County Commissioners (BoCC) and other departments to study, develop, and implement mitigation fees or other alternative funding mechanisms to help fund future parks, open space areas, trails, other recreation facilities, and the maintenance thereof.

PO.3.4 Whenever possible, work cooperatively with other jurisdictions and agencies to identify, acquire, and develop community parkland that provides a range of benefits (e.g. Parks could work with Utilities to identify property could be acquired and developed to provide recreation and water quality benefits.).

Spokane County Goals and Policies Continued:

Spokane County Comprehensive Plan Goals and Policies:

Goal PO.7 Utilize the Spokane County Regional Trails Plan that envisions a county-wide system of multipurpose non-motorized trails to secure, preserve, and develop a network of trails throughout Spokane County that connect communities and provide easily accessed recreational opportunities.

POLICIES

PO.7.2 Provide for linkages of communities, community facilities, workplaces, neighborhoods, schools, recreation areas, open space and cultural/historical areas.



VI.) Recommended Goals, Policies, and Objectives for Sky Prairie Park

In order to preserve and enhance Sky Prairie Park we recommend that the following goals and policies be adopted to guide the implementation of this master plan.

Goal 1. Maintain open spaces that preserves and enhances the significant natural features of the park.

POLICIES

P.1.1 Preserve an open prairie feel that is native to this area.

P.1.2 Enhance and maintain natural drainage systems. This is achieved by preserving and maintaining all natural drainage functions, which flow down the slope to the seasonal main stream.

P.1.3 Maintain and enhance natural plant life throughout the park by using native species when possible. Use plants that are cold hearty and that thrive in environments with high water tables.

Goal 2. Increase accessibility throughout the Park.

POLICIES

P.2.1 Create new entrance access points, additional pathways for walkability, and providing locational signage for way finding. *(See Appendix IV and V for additional information.)*

P.2.2 Promote and support connections to residential developments (existing and new) within Five Mile Prairie Neighborhood.

Goal 3. Ensure there is adequate parkland to meet the future needs of Five Mile Prairie and surrounding area.

POLICIES

P.3.1 Identify and acquire vacant lands surrounding Sky Prairie Park.

P.3.2 Look at properties north of Sky Prairie Park for expansion and connectivity purposes.

P.3.3 Take note of City owned parcels south of Sky Prairie Park for potential park expansion or as a connecting route from Sky Prairie Park to Austin Ravine Conservation Area.

P.3.4 Enhance existing park amenities to match the needs and desires of the Five Mile Prairie Neighborhood.

P.3.5 Add new park features that enhance the utility and functionality of the park as well as increasing walkability, safety, and line of sight throughout the park.

P.3.6 Make enhancements to the park that not only benefit the Five Mile Prairie Neighborhood, but emphasize its unique characteristics and identity.

Goals, Policies, and Objectives Continued:

Objectives:

✓ **Objective 1:**

Coordinate with the City of Spokane, City of Spokane Parks Department, Spokane County, local schools, and other neighborhood groups in implementing this master plan.

✓ **Objective 2:**

Go over the City of Spokane and Spokane County Parks plans and to see if any goals and policies have not been met for Sky Prairie Park.

✓ **Objective 3:**

Investigate innovative and available methods for funding purposes to finance maintenance, operate programs in the park, construct new park features, replace old equipment, reduce costs, retain financial flexibility, and maintain an atmosphere that reflects and benefits the Five Mile community and surrounding areas.



VII.) Existing Conditions

Sky Prairie Park is located at 8501 N Nettleton Court, Spokane WA 99208 and consists of 25 acres of natural and semi-developed landscape. The park currently features two playground equipment areas; the bigger children generally populate the northern play area, which includes swings and a larger play structure, and the southern one, characterized by a smaller structure, is generally populated by toddlers and younger. The park also includes picnic tables located at the southern entrance, tennis courts on the northern entrance, paved trails throughout, and fields graded for softball and soccer at the southern entrance. Recently the picnic benches at the northern entrance were removed due to vandalism. The park also features two restroom facilities, bike racks, two outdoor grills, bench seating, a skate ramp and artistic gates at the entrances. These gates create a sense of character once one enters the park. A one-mile trail loop meanders through the park providing users with a place to exercise at all levels regardless of their skill level. Boulder markers locate each tenth of a mile on this loop. A southern running intermittent stream runs through the natural interior section of Sky Prairie Park. Sky Prairie Park was designed by the Idaho landscape architect Jon Mueller and established in 1998.



A spacious restroom facility coupled with the opportunity to re-install covered picnic tables.

VIII.) Areas of Opportunity:

Natural landscaping is a beautiful way to introduce the area's natural heritage, while providing a seamless move from neighborhood to park.

A combination of way finding signage outside of the park, directional signage inside the park, and interpretive/educational signage in the park will help to facilitate the movement of people to, through and, around the park.

The introduction of a trailhead at the southern portion of Sky Prairie Park will serve as a linkage opportunity to Austin Ravine, thus lengthening the trails system within the Neighborhood.

Increasing the accessibility to Sky Prairie Park will allow more people to enter the park, while at the same time cut parking congestion. There are a few areas of potential future access points.

There is an opportunity to introduce a wide range of recreational opportunities throughout the park to encourage a variety of uses throughout every season.

Providing additional covered picnic areas would also be a benefit for families visiting the park. Shelters provide relief from the elements while allowing for additional event recreation.

The 1-acre parcel 26243.0055, which lies to the north west of Sky Prairie Park, is vacant land that is currently for sale. There is the potential to purchase this property to expand the park.

The 0.39-acre parcel, 26252.0010, is a land locked parcel that is located south of city owned property. This triangular property has the potential to be purchased as an access route to create a trailhead from Sky Prairie Park to Austin Ravine Conservation Area. A deal with surrounding property owners could be made to approve a trail access easement along the back edge of their properties to complete the trail connection.

A 0.25-acre parcel, 26243.2123, is located on the north edge of Sky Prairie Park. It is currently vacant and owned by the Park View Spokane Home Owners Association. This parcel is prime to expand the park and make a better connection from the trails within the park to Walker Ct. and to Strong Road via a sidewalk connection between the two streets.

Reference Access Routes Map in appendix I.d for addition information.

IX. Overview of Recommendations

The planning team has prepared three alternative master plan scenarios that highlight options for the use and development of Sky Prairie Park.



a.) Alternative 1, Relatively Low Cost:

Alternative 1 highlights relatively low cost and relatively easy to implement improvements to the park. No significant changes are proposed and significant new resources would not be required to implement this plan.



b.) Alternative 2, Relatively Moderate Cost:

Alternative 2 highlights a series of improvements and changes in use that would require some significant resources to implement. Key changes would include modifications to the pathways, the addition of portable equipment for the sports fields, replacing the skateboard park with basketball courts, adding a gazebo for quiet reflection, a new grass volleyball court, additional picnic areas, and additional security and lighting.



c.) Alternative 3: Relatively High Cost:

Alternative 3 highlights relatively significant changes and improvements to the park that would definitely require a commitment of resources to implement. This would include construction of an amphitheater, improvements to the soccer and softball field, a new sand volleyball court, an improved skate park, new fitness equipment, a new splash pad, new drinking fountains, additional art works, and a practice disc golf course. In addition, this alternative highlights opportunities to expand the park to include a trail connection to the Austin Ravine Conservation Area.

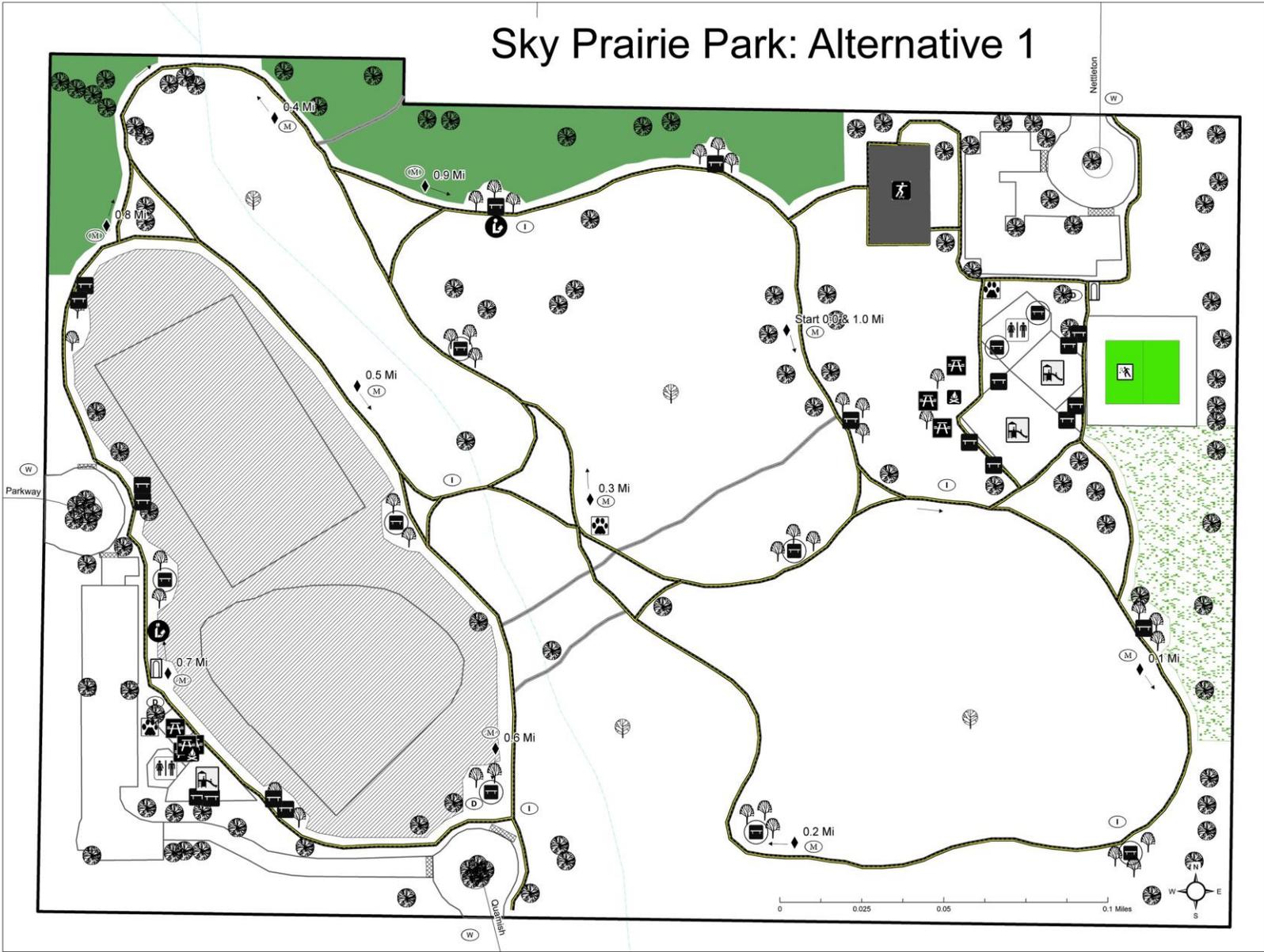


All of these alternatives contain recommendations that can be mixed and matched. However, some selections may prohibit the inclusion of another based on space, time, funds, or community support.

a.) Alternative 1, Relatively Low Cost

- The addition of wayfinding, directional, and interpretive/educational signage is suggested in this alternative. Currently the Park lacks wayfinding signage along major roads near the Park, making it difficult for those not from the immediate area to find Sky Prairie Park. Introducing signs that help to simplify access to the Park will increase usage. Directional signage within the Park will give users the opportunity to use the Park to its full potential by directing foot and bike traffic along the appropriate paths. Interpretive and educational signage will increase the knowledge of those who use Sky Prairie Park. Properly identifying native plants and species, along with notifying the user exactly why this portion of grass is left un-mowed.
- Along the pathways, there is an opportunity to incorporate doggie bags for our pets. These stations could be attached to either directional, or interpretive signage in order to keep the walking paths less cluttered.
- The large grassy area near the south parking lot, can be used for a variety of activities. It can be an un-programmed soccer field, where people or teams can enjoy the use of the field by bringing their own cones/goals. This area can also be used as an amphitheater, where people bring their lawn chairs and a blanket and enjoy a movie or a band right there on the grass. This location also has the potential to be a temporary farmers market. Farmers and community members can bring set up booths right in the flat grass area and share their produce with neighbors.
- The addition of a mini-free library is another option that could be incorporated within Alternative One. It can be placed in a variety of locations in the Park. There are a few opportune places where it may be fully utilized, as suggested the Alternative One map.
- The preservation of scenic vistas and views is a priority in alternative 1. Safeguarding these areas will allow for future generations to fully enjoy the views that Sky Prairie Park offers.

Sky Prairie Park: Alternative 1



Alternative 1 highlights the relatively low cost and relatively easy methods of updating the park that do not greatly impact the overall natural appearance of Sky Prairie Park.

- PROS:**
- Improved Signage
 - Additional Trees
 - Free Library
 - Doesn't require significant new resources

Current Conditions

- Playground
- Picnic Tables
- Benches
- BBQs
- Restrooms
- Tennis Court
- Skatepark
- Trees
- Park Mile Markers
- Mile Marker Direction
- Natural Areas
- Gateway Art
- Park Trail
- Unpaved Paths
- City Streets
- Intermittent Water Flow

Proposed Changes

- 1. Unprogrammed Area
- 2. Arboretum
- 3. Memorial Grove
- 4. Additional Trees
- 5. Additional Benches
- 6. Doggie Bags
- 7. Free Library
- 8. Bike Racks
- 9. Interpretive Signage
- 10. Directional Signage
- 11. Wayfinding Signage
- 12. Mile Marker Directional Signage

This is the first in a series of three maps that highlights options for the use and development of Sky Prairie Park. These proposed changes can be used interchangeably with each other to produce a fourth preferred alternative providing that chosen features do not overlap upon one another.

Created By Isaac Swanson and Martee Snyder
Eastern Washington University
Urban and Regional Planning Department

b.) Alternative 2, Relatively Moderate Cost

- In this proposal additional paved paths would be constructed and some would be removed or altered to increase walkability through the park. This would also create alternate walking routes for variability as well as ease of access throughout the park.
- Bridges or earth berms with culverts would be used to carry the paved paths over the seasonal stream/ wetland natural area. These bridges have an opportunity to harbor art to commemorate local history.
- The northwest field area would be transformed into a semi-programmed soccer field. It would have movable goals and field markers so the field could be used for alternative uses such as football, rugby, and lacrosse.
- The southwest field would be a semi-programmed area that could be used for various activities. A backstop could be included for baseball/softball games and practices. A stage or platform wired for electrical use could be built for concerts and other performances. The open field could also be used for festivals, farmers markets, or other neighborhood events.
- One or two basketball courts would be added to the park. These would replace the current skate park. A potential partnership with Hoop Fest could bring additional funding for construction and maintenance of the proposed basketball courts.
- In the north central area of the park, a gazebo (reflective area) could be constructed on the small hill. This covered lookout would be a vantage point overlooking the park. This gazebo could be paired with the free-mini library from Alternative One as a covered shelter for reading, relaxation, and contemplation.
- A volleyball area would be built south of the current tennis courts in this proposed alternative. It would be constructed with a net and poles on a grass court. It could be alternately used to play badminton or another similar game. The simple grass construction would allow for relatively less expensive construction and maintenance than a sand volleyball pit.
- Additional picnic tables and shelter picnic areas would be added to expand the areas that already exist in the park. These additions would allow for more family or neighborhood events such as birthdays, potlucks, or neighborhood barbecues. This would also expand seating and table areas for Prairie Day or other future programmed events in Sky Prairie Park.
- Strategically placed lighting is suggested in this alternative. This lighting would be placed around key features for enhanced visibility during low light periods for safety and security measures. It would also be placed along the most direct routes from one side of the park to the other. Not only would the light be for illumination at dusk, but it would also be used to highlight key park features such as the proposed basketball court or gazebo.

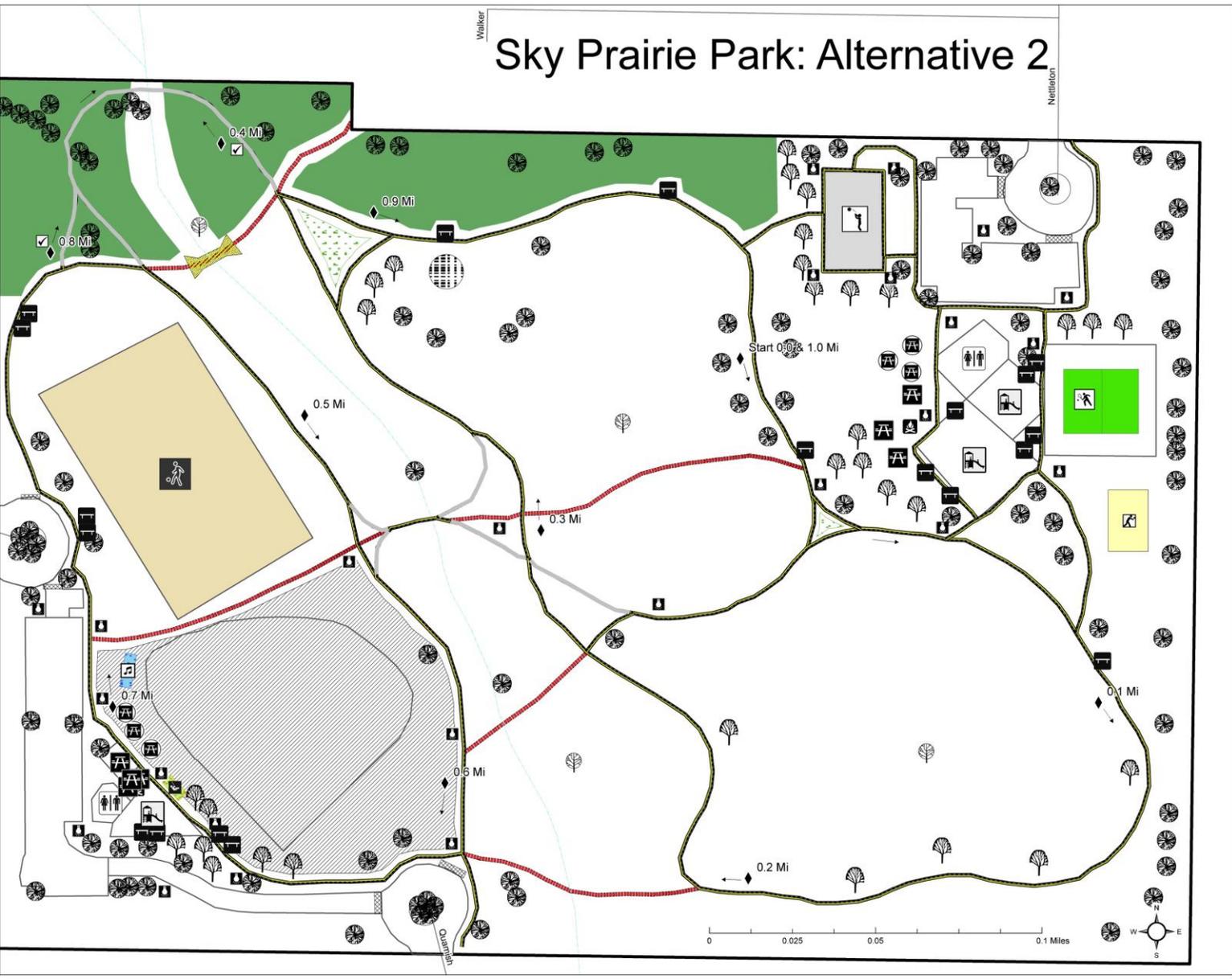
Alternative 2 Continued:

- This alternative also suggests strategically placed trees to provide shade to park benches and uncovered picnic areas without taking away from the open prairie feel and the scenic vistas that defines Sky Prairie Park. These trees would be kept pruned higher off the ground to provide line of sight through the park for safety and aesthetic purposes, per CPTED standards (Crime Prevention Through Environmental Design).
- The current triangular areas between the paths could be converted into micro plazas or small formal garden areas. The plaza could contain bricks with donor or sponsor names as well a central feature. Both areas could include planters with various plants, trees, and sculptures. Tile or stone mosaics are also an alternative option for the triangles as are fountains.
- Alternative 2 proposes the option to remove a portion of trail in the upper northwest corner of the park and turn the area into an arboretum. This arboretum would contain various trees that would thrive in a soil with a high water table as well as being very cold hardy. Planting indigenous trees would be the foremost option. The arboretum would be pruned for easy visibility through the park per CPTED standards.



A gazebo offers covered shelter for reading, relaxation, and contemplation.

Sky Prairie Park: Alternative 2



Alternative 2 highlights the relatively moderately priced revisions of updating the park that slightly impacts the overall natural appearance of Sky Prairie Park.

Current Conditions

- Playground
- Picnic Tables
- Benches
- BBQs
- Restrooms
- Trees
- Tennis Court
- Park Mile Marker
- Mile Marker Direction
- Park Trail
- Natural Areas
- Gateway Art
- Park Features
- City Streets
- Intermittent Water Flow

- PROS:**
- New Recreational Activities
 - New Park Lighting
 - New Park Trail
 - Gazebo (Reflective Area)

Proposed Changes

1. Semi-Programmed Area
 - Softball/Baseball
 - Concerts, Farmer's Markets, Events
2. Semi-Programmed Soccer Field
 - Portable Goal Posts
 - Field Markers
 - Flag Football, Lacrosse Etc
3. Arboretum
4. Volleyball (Grass)
5. Basketball Court
6. Swingset
7. Stage (Amphitheater)
8. Art/Garden
9. Gazebo (Reflective Area)
10. Log Bridge
11. New Park Trail
12. Existing Trail Removed
13. Additional Trees
14. Expanded Picnic Areas
15. Park Lighting
16. Relocate Mile Markers

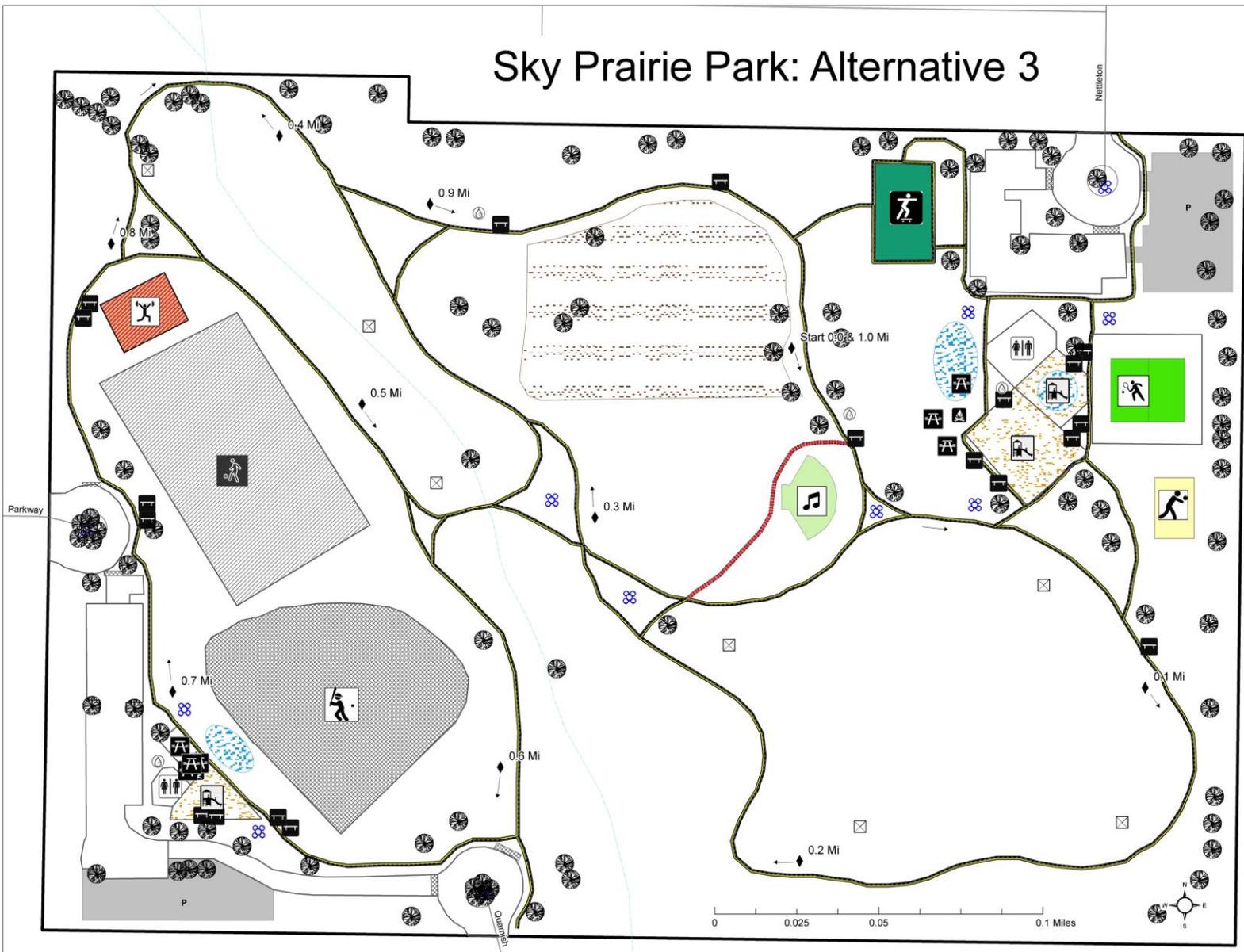
This is the second in a series of three maps that highlights options for the use and development of Sky Prairie Park. These proposed changes can be used interchangeably with each other to produce a fourth preferred alternative providing that chosen features do not overlap upon one another.

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 Eastern Washington University
 Urban and Regional Planning Department

c.) Alternative 3, Relatively High Cost

- In this proposal, an amphitheater would be constructed for the purpose of community interaction and outdoor events. An additional paved path will be constructed to adhere to the connection needs of the amphitheater.
- Formal programming is suggested for the soccer field and the baseball field.
- A sand volleyball is recommended south of the existing tennis courts.
- Once the current play equipment has reached its life expectancy, new playground equipment should be updated incorporating ADA standards. When installing new equipment, a climbing rock is suggested. (*See Appendix VI*).
- In the northeast section of the central field, there is an option to construct a dog park. This area is required to have a 6-foot high fence as well as a preventative dig underneath.
- Improving and updating the skate park is advised, featuring half pipes, grinding bars and rails, which would be suitable for multiple skaters.
- We recommend an expansion of the parking lot in order to accommodate a higher volume of future users.
- An outdoor fitness court would also be included in the northwestern section of the park and provide the community with opportunity of healthy activity and exercise. An alternative to one section of workout equipment is a circuit court. Equipment would be placed at intervals along a short continuous loop.
- Alternative 3 proposes the construction of a splash pad water feature in the park at a designated location. This would provide the community with means of water recreation during warm summer months.
- Multi-use drinking fountains should also be integrated throughout the park, which will allow adults, children, and dogs to access water from the same post. It would also house a water-bottle filling station. This feature would utilize and consolidate piping for efficiency and cost-effectiveness.
- Art pieces should be placed throughout the park at certain vantage points and/or placed within an existing triangle. These pieces should be constructed by local artists featuring local history and cultural heritage.
- In the central portion of the park there is the option to include a practice disc golf course. It would consist of several disc golf baskets, pads and designated fairways.

Sky Prairie Park: Alternative 3



Alternative 3 highlights the relatively higher cost of updating the park that moderately impacts the overall natural appearance of Sky Prairie Park.

PROS:

- Splashpad location options
- Programmed sport fields
- Amphitheater
- Dog Park

Current Conditions

- Playground
- Picnic Tables
- Trees
- Restrooms
- Benches
- BBOs
- Park Mile Markers
- Mile Marker Direction
- Tennis Court
- Gateway Art
- Park Trail
- City Streets
- Intermittent Water Flow

Proposed Changes

1. Splashpad (Optional Locations)
2. Programmed Softball/Baseball Field
3. Programmed Soccer Field
4. Updated/New Playground Equipment
5. Amphitheater
6. Sand Volleyball Court
7. Improved Skatepark
8. Extended Parking Lot
9. Dog Park
10. Outdoor Fitness Court -Single Site or Circuit
11. New Trail to Amphitheater
12. Multi-Use Drinking Foundation
13. Art
14. Frisbee Golf Practise Course

This is the third in a series of three maps that highlights options for the use and development of Sky Prairie Park. These proposed changes can be used interchangeably with each other to produce a fourth preferred alternative providing that chosen features do not overlap upon one another.

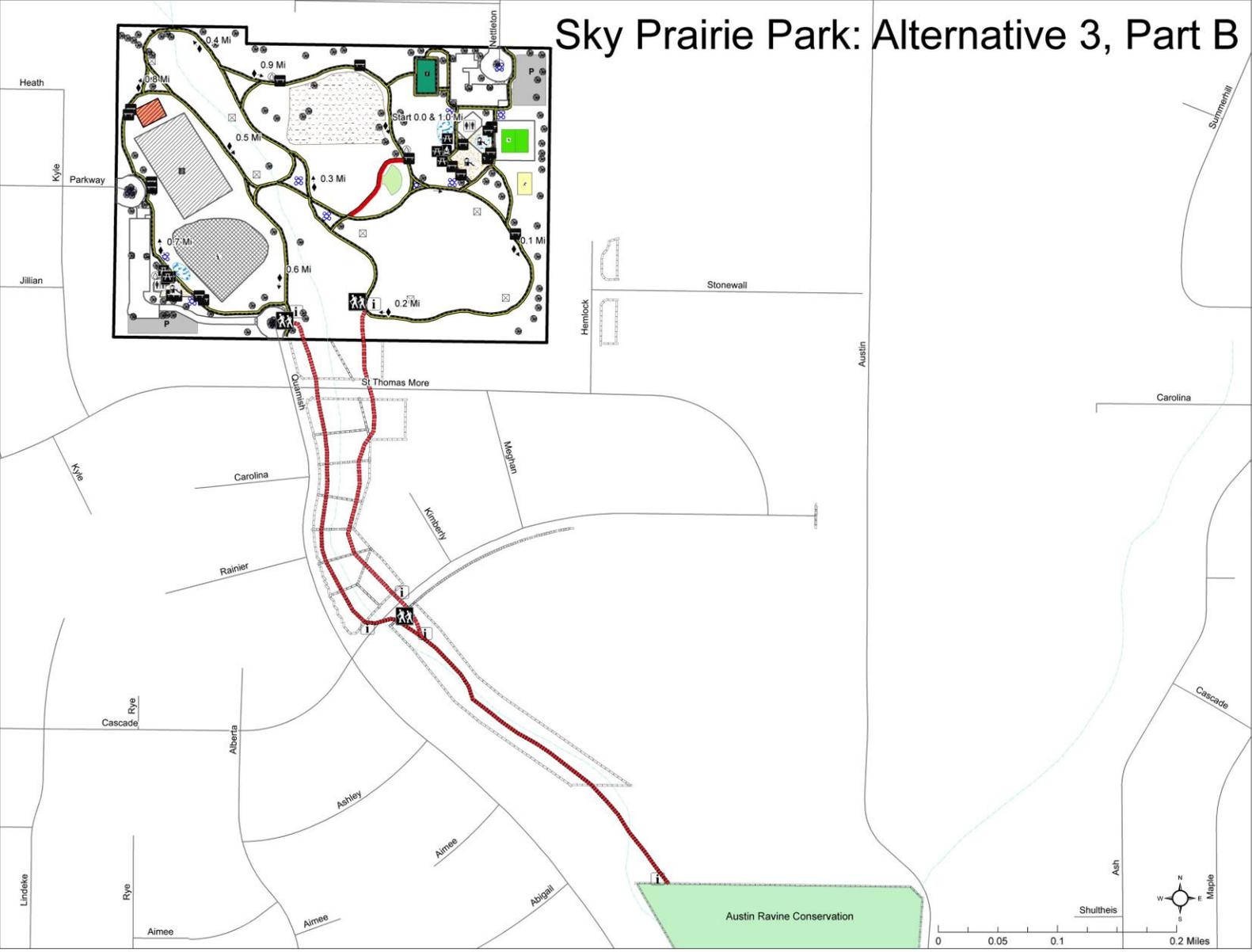
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Eastern Washington University
Urban and Regional Planning Department

d.) Alternative 3 Extension

- This alternative proposes changes that will feature paved trails connecting Sky Prairie Park-Austin Ravine Conservation Area.
- Under this alternative there will be additional signage constructed at the Sky Prairie Austin Ravine trailhead featuring directional and wayfinding information.
- The trailhead will be clearly marked starting at the northern Sky Prairie Park direction.
- The expansion will ultimately feature a loop connecting Sky Prairie Park to the Austin Ravine Conservation Area Trailhead.



Sky Prairie Park: Alternative 3, Part B



Alternative 3, part B highlights the relatively higher cost of updating the park that connects Sky Prairie Park with the Austin Conservation Area.

- PROS:**
- Improved Connectivity to nearby conservation area

Current Conditions

- Playground
- Picnic Tables
- Trees
- Restrooms
- Benches
- BBQs
- Park Mile Markers
- Mile Marker Direction
- Tennis Court
- Park Features
- Gateway Art
- City Streets
- Intermittent Water Flow
- Publically Owned Parcels

Proposed Change of Future Phase:

- 1. Sky Prairie-Austin Ravine Trail
- 2. Sky Prairie Austin Ravine Signage
- 3. Sky Prairie-Austin Ravine Trailhead

This is map number three in a three map series of alternative options for park improvements. All of these proposed changes can be used interchangeably with each other to produce a fourth preferred alternative providing that chosen features do not overlap upon one another.

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Urban and Regional Planning Department

X.) Neighborhood Selected Alternative

The following has been selected by the Five Mile Neighborhood Association with the assistance from a group of Eastern Washington University Urban and Regional Planning students under the supervision of Professor Gregg Dohrn. Several recommendations require additional research and design considerations. Keep in mind current and future operations and maintenance costs to make the most out of current and future features.

1.) Alternative Pathways

Several revisions to the current pathway have been proposed to provide a more direct route throughout the park. These paths will be strategically rerouted so that community members will enjoy a more comfortable stroll through Sky Prairie Park. The rerouting of certain pathways may require additional engineering support to make sure they are compatible with the topography and storm water management. In addition to reworking the pathways, a decorative footbridge may be incorporated in order further distinguish Sky Prairie Park as a destination park.

2.) Amphitheater

The southwest corner of the park is a prime location to place an amphitheater. The stage could be built into the side of the hill for flat, easy access to the parking lot. The stage would be angled toward the middle of the park to help mitigate sound travel. This would aim the sound at the middle of the park into the hillside. Formal seating is an option, as well as providing open space for folding chairs and blankets.

3.) Basketball Court/Painted Schoolyard Games

Two locations seem plausible for the location of a basketball court if desired. The current skate park could be converted to a basketball court, and it could be fenced to control access if necessary, as well as implementation of time-sensitive lighting. The second location is at the south entrance of the park, near mile marker 0.6. This location may be better suited based on the amount of potential noise complaints the north entrance option may create.

An alternative to converting the skate park to a basketball court is the skate ramp could be removed and the repainting of the concrete for games such as four square and hopscotch.

4.) Benches

The inclusion of more benches throughout the park is recommended. In addition to standard bench designs there is an opportunity to bring art into the park by inviting local artists to design new benches. In addition there is the opportunity to have benches dedicated to a family member or friend, a beautiful way to add to your park in the remembrance of another.

5.) Bridge

The option of placing a few bridges across the central draining area through Sky Prairie Park would better connect the east and west sides. The bridges would be placed in locations where people currently cross the ravine area to promote safer access throughout the park. Design styles that tied into the park theme could be voted on at a later date.

6.) Circuit Court

As seen in other parks throughout the Inland Northwest, circuit courts provide an easy and stimulating way for patrons to add a higher level of activity to their walk. The circuit court may include, but is not limited to, pull-up bars, weight station, and step blocks. The circuit court may be placed strategically around the existing pathways to act as a means of increasing an existing walking/running routine, or it may be isolated and clustered in a group to provide for ease of transitioning from one piece of equipment to another.

7.) Community Bulletin Board

It is recommended that 1-2 new bulletin boards be provided to give Five Mile Prairie residents and greater Spokane community appropriate information related to the park or the residential area. There could be a board placed just inside the northern park entrance, on the large bathroom facility.

X.) Neighborhood Selected Alternative

8.) Directional Arrows on Mile Markers

The addition of arrows on the existing mile markers will assist anyone seeking to do the current mile loop.

9.) Directional Park Map

A directional park map should be placed inside the park entrances to give the user a sense of where they are and where they may want to go. They will include an overview map of the park and perhaps a bit of background about the surrounding area. This map could also include a telephone number or email address to report emergencies, damage, or undesirable activities.

10.) Doggy Bags

Should strategically be placed throughout the park to keep the area cleaner for all. Specifically, they should be located at the north and south entrances (near trash cans), and in the centermost part of the park. Leashed pets are more than welcome in the park, however if the park is not maintained appropriately the atmosphere could dramatically change for all park users.

11.) Facility Updates

In addition to installing new facilities in the park, there may be opportunities to make improvements to existing facilities that would reduce operating costs, such as installing a metal roof on the large restroom facility, or upgrading the irrigation system.

12.) Gates

Gates are located at all entrances of the park and all contain some local art. These gates should be closed at night in order to deter malicious activities. The closure of the gates needs to be coordinated with the City of Spokane's Park and Recreation Department. Alternatively, there may be an opportunity for a designated neighbor to close and open the gates.

13.) Gazebo

A new gazebo will offer a quiet place in the shade for quiet contemplation and enjoying the scenery. It is intended to be placed at the center of the northern end of the park, near mile marker 0.9, which will provide a territorial view of the park.

14.) Grass Volleyball Court

Just south of the tennis courts is an area of opportunity for a grass volleyball court. Poles, rigging, and a net is all that would be needed in order to bring yet another activity into the park. Players could potentially bring their own lines, or lines could also be provided.

15.) Landscape Maintenance

Landscaping has been installed in the park, but has not been adequately maintained. Maintaining this landscaping will make the park feel more inviting. There is the possibility for an annual or semiannual community cleanup program, where those who wish to contribute their time and energy can donate to the park in this manner.

16.) Memorial Grove

This feature will give the users of the park a place to experience a tree grove. There is the potential to make it into a memorial tree grove where those who wish to dedicate a specific tree can do so. The grove will be located in the northwest corner of the park, if the existing pathway is allowed to be altered. If this pathway is to stay, the memorial grove can be moved to extend over the northern edge of the park, between mile markers 0.9 and the skate park. Careful consideration will need to be given to the location of the trees, so that scenic views are not obstructed.

17.) Mini Free Library

The addition miniature library is a way to further connect the surrounding community with Sky Prairie Park. Three alternative locations have been

X.) Neighborhood Selected Alternative

proposed: one at the northern entrance, one at the southern entrance, and one by mile marker 0.9 (possibly in connection with the gazebo).

18.) Pickle Ball Lines

Pickle ball lines are a relatively easy and cost effective way to bring another activity into the park. They can be painted right onto the existing tennis courts.

19.) Programmed Soccer Field

The area currently maintained as a sports field would be converted into a formal soccer field complete with movable metal goals and painted lines. The field would be programmed to allow for soccer games and camps to be held in the park.

20.) Splash Pad

Two alternative locations for the splash pad have been identified. One is near the restroom facility in the northern entrance and the other is near the

children's play area in the south entrance. If only one splash pad is to be installed, it may be appropriate to locate it at the northern site, so that the other area can remain primarily focused on small children. If two can be installed, then the one at the northern site can be designed for older children, and the one at the southern site for smaller children.

21.) Unprogrammed Areas

The field at the southern entrance of the park is to stay mostly unprogrammed and not dedicated for a single use. Except for the semi-formal programming of a soccer field. The lawn will be maintained in order to host an array of activities. Anything from pee-wee tee-ball leagues to an

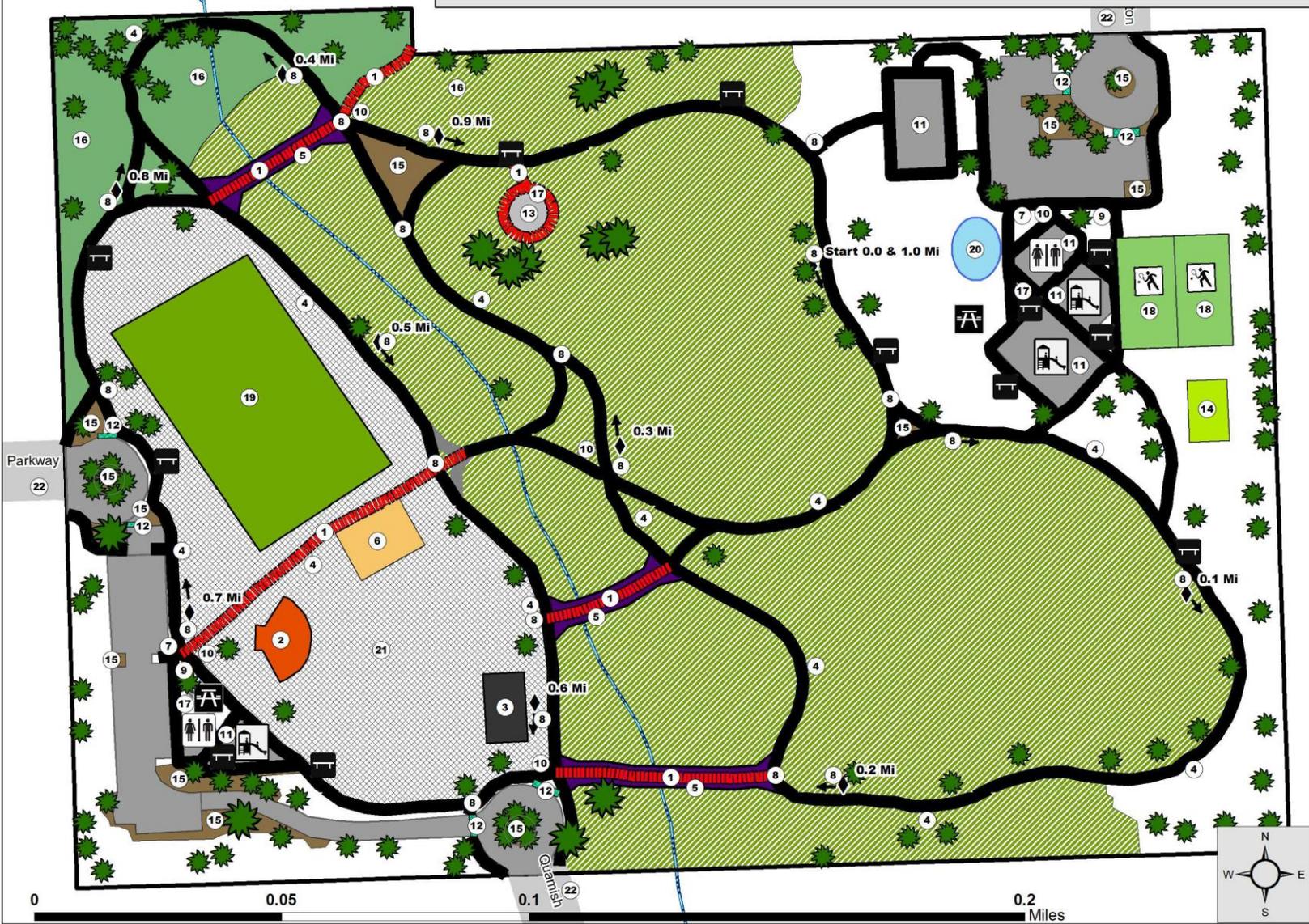
22.) Wayfinding Signage

To be placed outside of the park to better usher potential visitors to Sky Prairie Park.



Sky Prairie Park: Recommended Alternative

This map is of the final alternative for Sky Prairie Park which is based on the preference of the Five Mile Neighborhood. This proposed map shows the specified changes and preserves the overall natural appearance of the park.



Proposed Changes

- 1 Alternate Pathways
- 2 Amphitheater
- 3 Basketball Court
- 4 Benches: Additional
- 5 Bridge: Optional
- 6 Circuit Training Court
- 7 Community Bulletin Board
- 8 Directional Park Arrows
- 9 Directional Park Map
- 10 Doggy Bag Stations
- 11 Facility Updates
- 12 Gates
- 13 Gazebo
- 14 Grass Volleyball Court
- 15 Landscape Maintenance
- 16 Memorial Grove
- 17 Mini Free Library
- 18 Pickleball Lines
- 19 Programmed Soccer Field
- 20 Splashpad
- 21 Unprogrammed Area
- 22 Wayfinding Signage

Graphical Icons

- Trees
- Park Mile Markers
- Park Trail
- New Paved Trail
- Existing Trail Removed
- Bridge
- Picnic Area
- Current Benches
- Intermittent Stream
- Memorial Grove Area
- Natural Areas
- Unprogrammed Area

This final map highlights the recommended options for the use and development of Sky Prairie Park based off of neighborhood meetings and surveys.

Urban and Regional Planning Department
Eastern Washington University

Map created by Isaac Swanson
Layer Data by Martee Snyder

Data Source: City of Spokane, Spokane County, USGS National Map Viewer, Google Earth, and WA Department of Ecology.
Map revised on: 11/06/2015 @ 3:35 P.M.

XI. Implementation Strategy

As the preferred alternative is finalized, a implementation strategy should be created. The following is a preliminary list:

- 1.) Finalize the master plan.
- 2.) Present to the City of Spokane Parks department for presentation to City Parks Board.
- 3.) Post master plan online.
- 4.) Present to Spokane County Parks Recreation and Golf for presentation to Board of County Commissioners.
- 5.) Establish a gifting guide specific to Sky Prairie Park.
- 6.) Establish facilities standards for the park.
- 7.) Establish and maintain an internet presence for Sky Prairie Park to promote sharing of information regarding events, activities, volunteer opportunities, ideas for future improvements, etc.
 - a.) Once every five years check back in with the community to reexamine priorities and see how the park is functioning.
 - b.) Maintain and expand the park's Facebook.
 - c.) Update Five Mile Neighborhood page in the city's parks website to include the approved master plan.
- 8.) Work with Spokane Parks Department to create signage to dictate how to report information, situations, or problems around the park (my location is, my location is X etc.)
- 9.) Organize a spring or fall clean up party to remove debris around Austin Ravine and the park.
- 10.) Research and prepare a more detailed plan for completing the Austin Ravine Trail.
 - a.) Continue to investigate opportunities to acquire property or easements to fill in the gaps in the Austin Ravine trail loop.
- 11.) In consultation with Spokane City Parks Department staff, prepare a prioritized list of improvements with cost estimates.
 - a.) Current maintenance cost estimates.
 - b.) Future maintenance and installation costs in accordance with the master plan.
- 12.) Establish a Friends of Sky Prairie Park in order to create fundraising opportunities.
- 13.) Establish a county impact fee for the five mile area.
 - a.) In consultation with the Spokane City Planning Department make sure that the city's hearing examiner includes a park impact fee as a condition of subdivision approval in the Five Mile Neighborhood.
- 14.) Continue to participate in discussions to establish a regulated system of signage to public places such as parks and install signs to direct the public to Sky Prairie Park.

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I.) Maps

I.) Maps

a.) Bicycle Routes

The Bicycle Map was created from the Five Mile Prairie Bicycle and Pedestrian Plan. Only a small portion of lower 5 Mile Rd currently has bike lanes on the sides. The Five Mile Prairie Plan calls for additional bicycle lanes to be constructed on main roads for safety purposes as well as potential alternate bike routes with sharrows on less busy streets. This bike plan is mainly for safety purposes, since bicyclists must follow the same rules of the road that automobiles do.

b.) Pedestrian Routes

The Pedestrian Map was created from the Five Mile Prairie Bicycle and Pedestrian Plan as well as drawing existing sidewalks from Google Earth. Future and current crosswalks were added from existing conditions and future plans. Future sidewalks were hand drawn in linking existing sidewalks along routes shown in the Five Mile Bicycle and Pedestrian Plan.

c.) Potential Connections

This map depicts potential future expansion points to and from Sky Prairie Park by highlighting three possible connection routes. The southern portion of the map displays a future trail connection from the neighborhood to Austin Ravine Conservation Area. The northern connection points access the park from Strong Road in two separate areas. The overall purpose of using this map in the document is to point to future potential points of access into Sky Prairie Park in addition to the current entrances.

d.) Access Routes

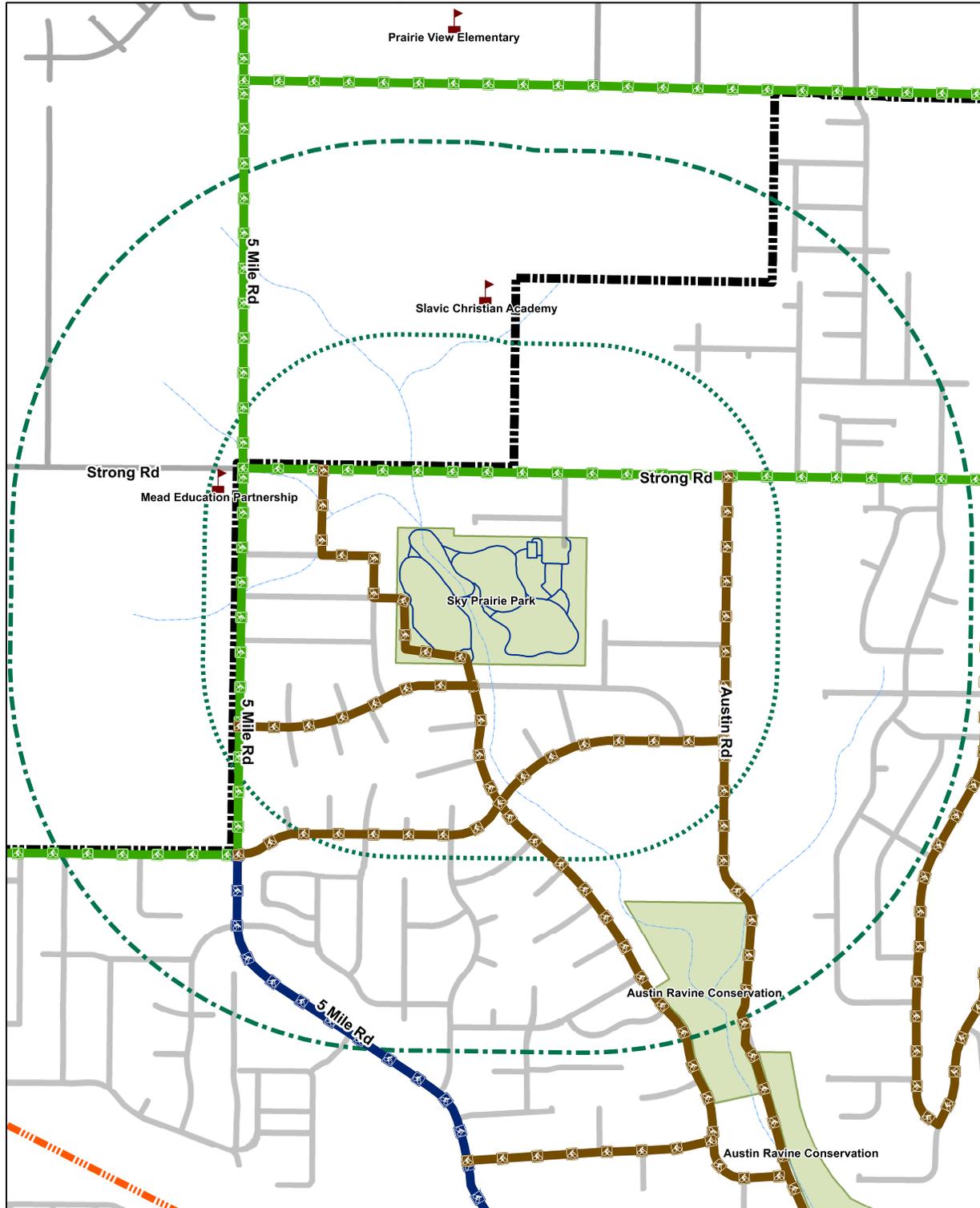
The addition of this map into the document was formatted from scratch and data connected throughout this project. The overall map illustrates all paths up to and down from the Five Mile Prairie Area, this data would be extremely useful in emergency cases when immediate access is required. This map also includes trails around the Five Mile Prairie schools showing the safety concerns surrounding travelling children, eventually this map could be used to adjust traffic safety concerns and points of safety around the Prairie.

e.) Census Data

The purpose of including census population data into this document is to inform the readers of the demographic details surrounding the Five Mile Prairie Area. This map essentially illustrates how many people have access to Sky Prairie Park and how property lines affect city and county boundary lines. The importance of city and county boundary lines can determine the amount of funding that goes into Sky Prairie Park and also into other things such as road conditions. Census population data is an important resource to have within a document for points of reference and for future resources.

a.)

Bicycle Routes

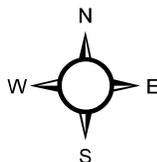


Bicycle Routes Around Sky Prairie Park

Eastern Washington University
Urban and Regional Planning Department
Created By Isaac Swanson

Data Sources: City of Spokane, Five Mile Prairie Neighborhood Bicycle and Pedestrian Improvement Plan, USGS National Map Viewer, and Spokane County.

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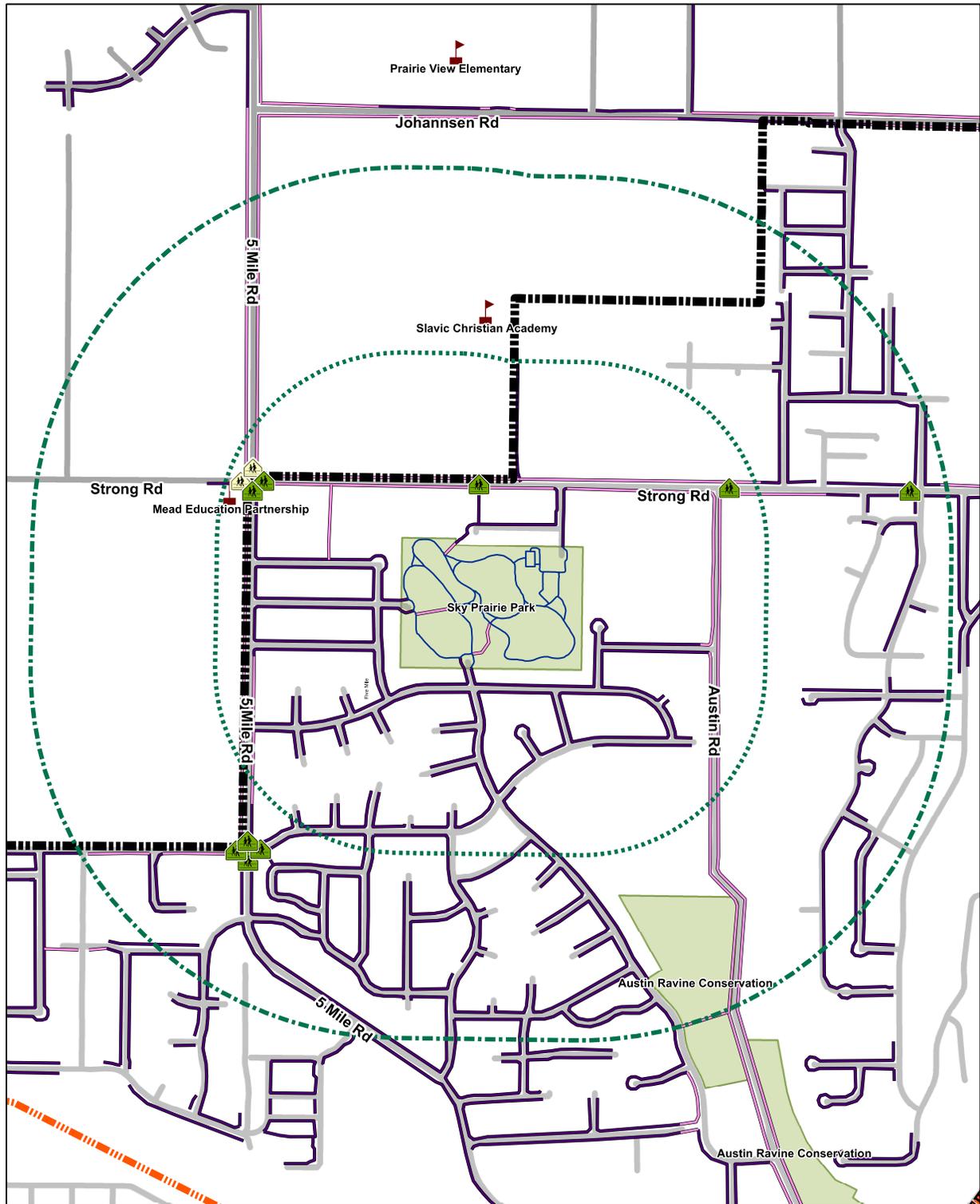
Miles

Legend

- City Streets
- County Roads
- Intermittent Stream
- Park Trail
- 1/4 Mi. Buffer
- 1/2 Mi. Buffer
- Bike Trails
- Proposed Bike Trails
- Shared Roadway
- Schools
- 5 Mile Boundary
- Municipal Boundary

b.)

Pedestrian Routes

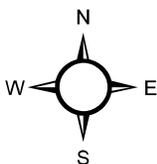


Pedestrian Routes to Sky Prairie Park

Eastern Washington University
 Urban and Regional Planning Department
 Created By Martee Snyder and Isaac Swanson

Data Sources: City of Spokane, Five Mile Prairie Neighborhood Bicycle and Pedestrian Improvement Plan, USGS National Map Viewer, and Spokane County,

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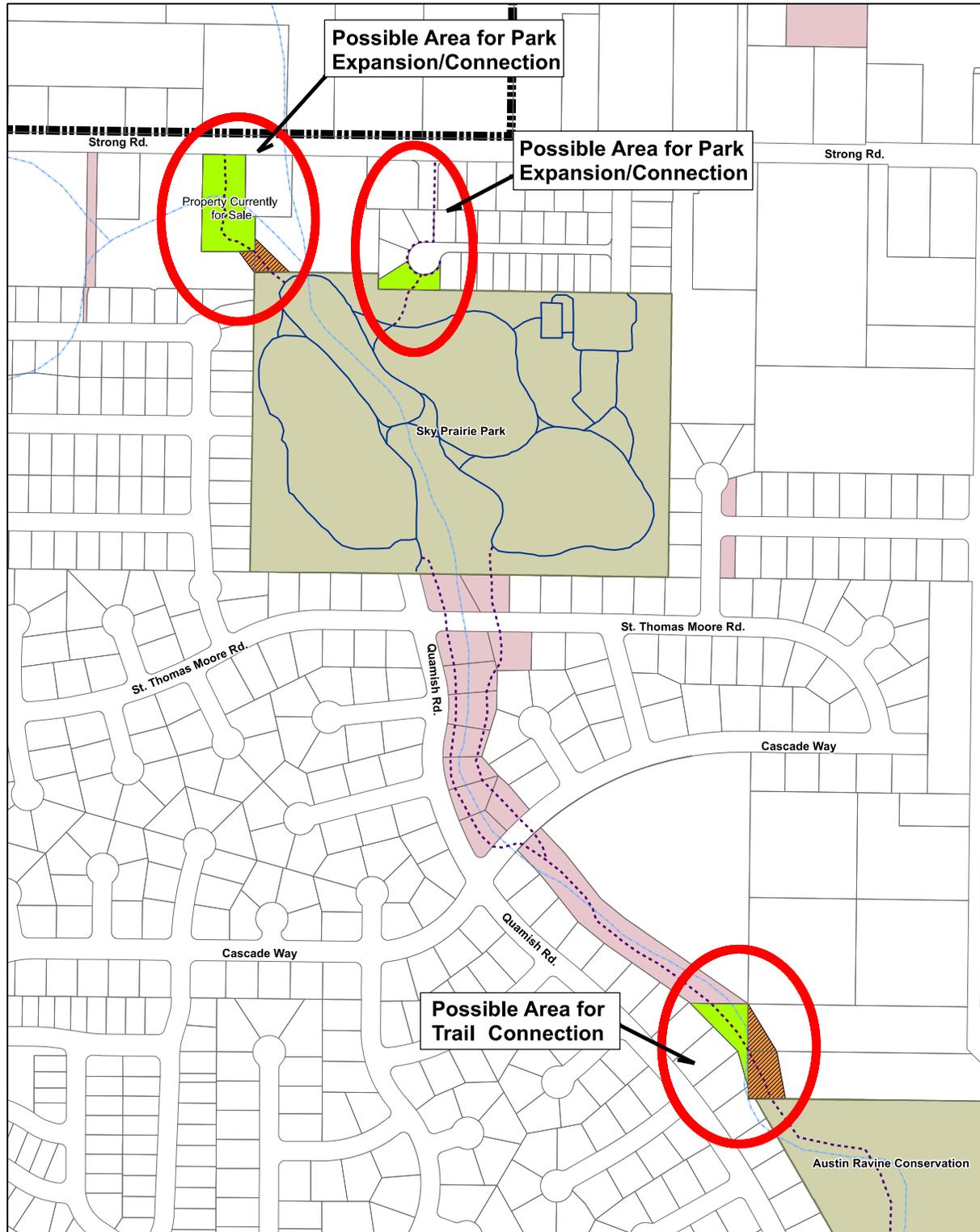
Miles

Legend

- | | |
|--------------------|---------------------|
| City Streets | City Parks |
| County Roads | Crosswalks |
| Proposed Sidewalks | Proposed Crosswalks |
| Sidewalks | Schools |
| 1/4 Mi. Buffer | 5 Mile Boundary |
| 1/2 Mi. Buffer | Municipal Boundary |

c.)

Potential Connections



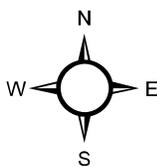
0 0.25 0.5 0.75 Miles

Potential Connections to Sky Prairie Park

Eastern Washington University
 Urban and Regional Planning Department
 Created By Isaac Swanson & Martee Snyder

Data Sources: City of Spokane, Spokane County, and Washington State Department of Ecology.

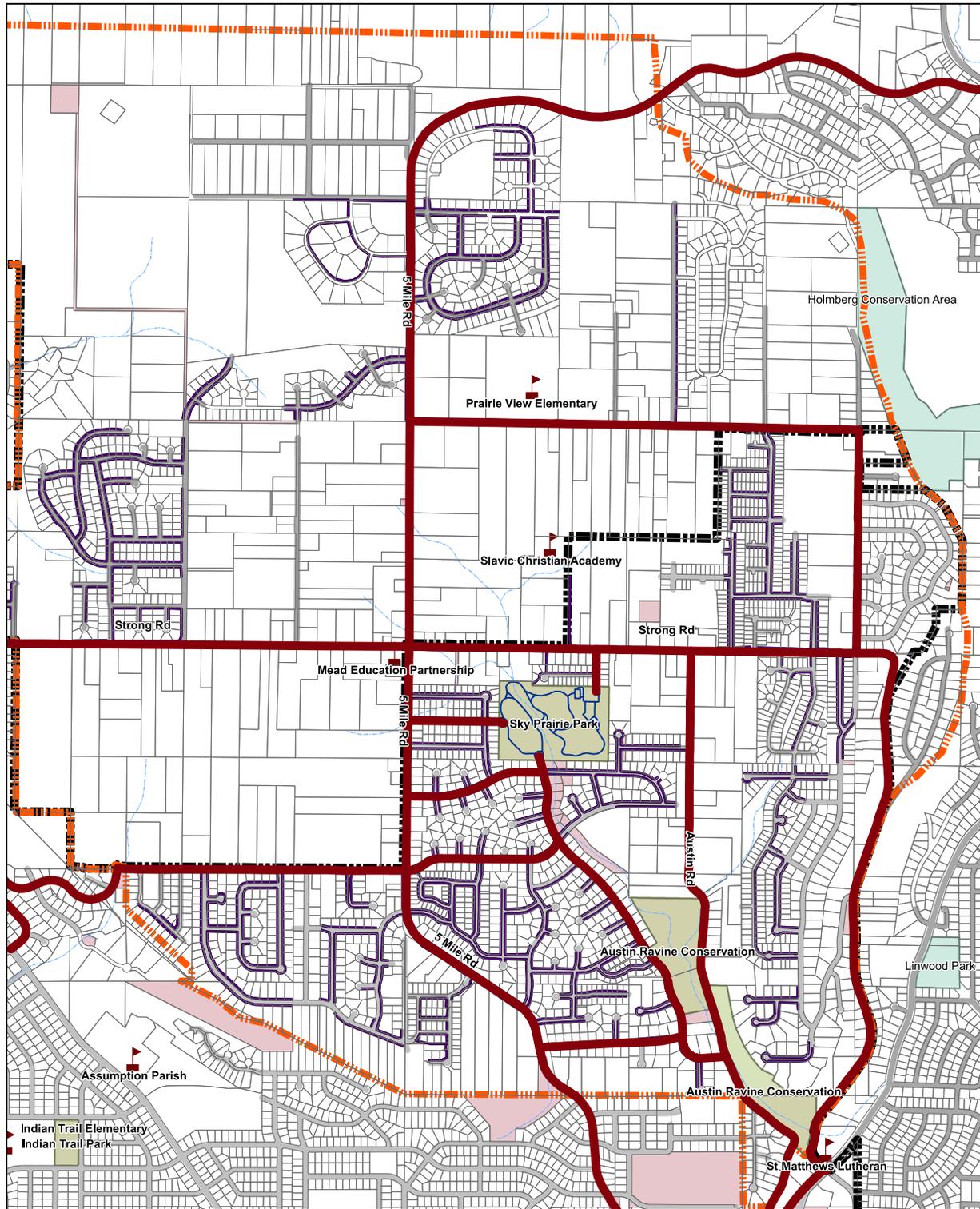
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Legend

County Parcels	City Parks
Interment Stream	City Owned
Park Trail	Municipal Boundary
Proposed Trail	Vacant Parcels
Roads	Trail Easement

d.) 5 Mile Prairie Access Routes

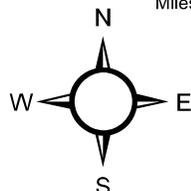


Access Routes to Sky Prairie Park

Eastern Washington University
Urban and Regional Planning Department
Created By Martee Snyder and Isaac Swanson

Data Sources: City of Spokane, Five Mile Prairie Neighborhood Bicycle and Pedestrian Improvement Plan, USGS National Map Viewer, and Spokane County.

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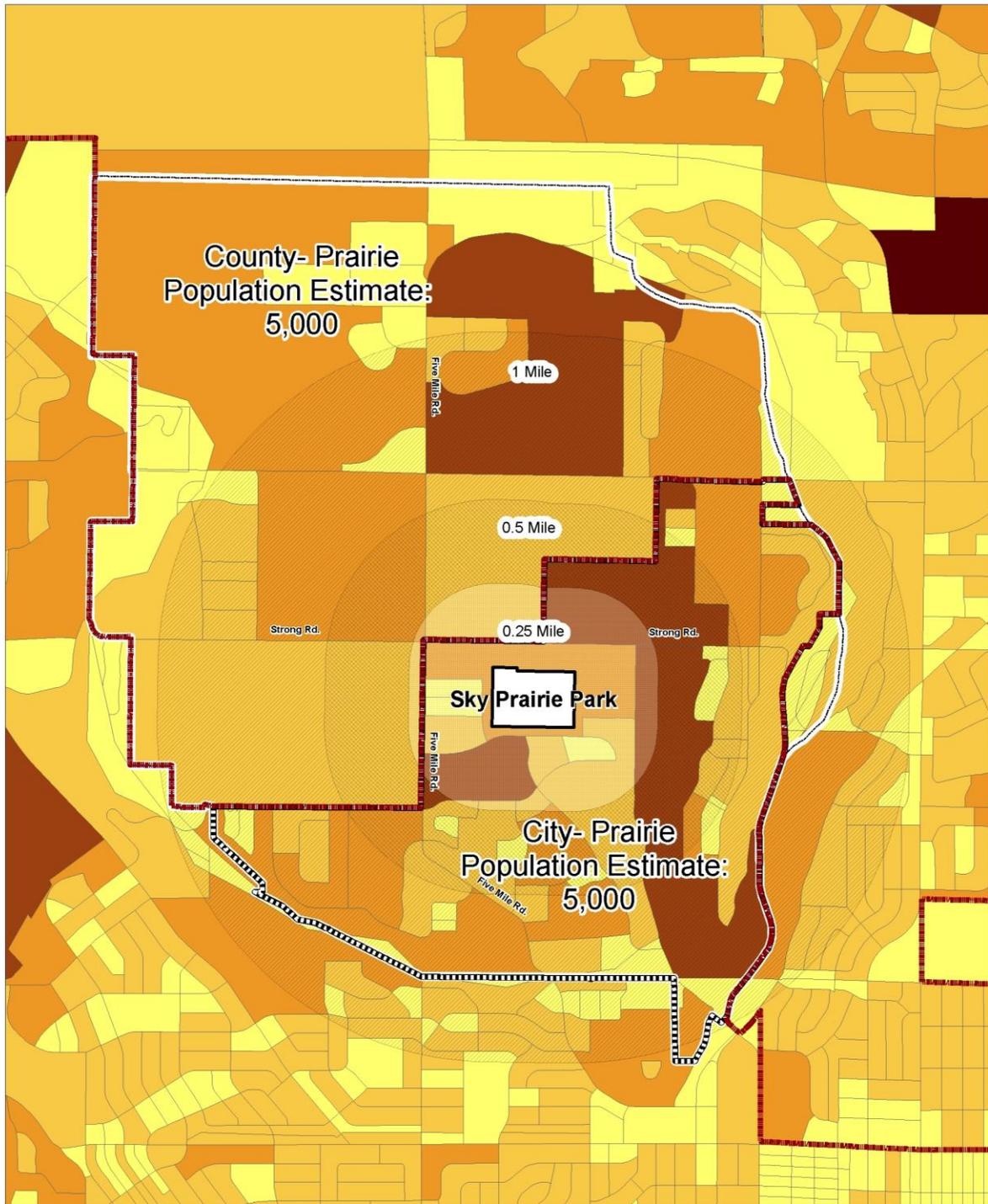


Legend

- City Streets
- County Roads
- Interment Stream
- Main Routes
- Park Trail
- Sidewalks
- City of Spokane Owned
- City Parks
- County Parks
- Schools
- 5 Mile Boundary
- Municipal Boundary

e.)

2010 Census Population

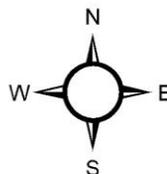


2010 Census Population of Sky Prairie Park

Eastern Washington University
 Urban and Regional Planning Department
 Created by Martee Snyder and Isaac Swanson

Data Sources: U.S. Census Bureau, City of Spokane

Date: 08/24/15 - 2:32 P.M.



Legend

- Sky Prairie Park
 - Municipal Boundary
 - 5 Mile Neighborhood Boundary
 - 5 Mile Prairie Boundary
 - 0.25 Mile Buffer
 - 0.5 Mile Buffer
 - 1 Mile Buffer
- | 2010 Population | |
|-----------------|------------|
| | 0 - 31 |
| | 32 - 112 |
| | 113 - 280 |
| | 281 - 764 |
| | 765 - 2321 |

Appendix II: Sky Prairie Meeting Notes

Sky Prairie Meeting 6-28-2015

On June 28th, 2015 Professor Gregg Dohrn and Students from Eastern Washington University met with Councilwoman Candance Mumm, Five Mile Neighborhood Association President Kathy Miotke, City of Spokane Parks Planner Garrett Jones, and Five Mile Prairie resident Sara Dexter and found the following:

Discussion Summary:

1. The history of the area was discussed in length, it was obvious that it was very important to understand the history in order to plan for the area.
 - a. The area was used for farming because of its designation as a prime agriculture soil.
 - b. Sky Prairie Park is part of the Five Mile Watershed.
 - c. The land that now houses Sky Prairie Park was gifted to the City by a developer for the purpose of maintaining open space/ building a park.
 - d. A vocal group of citizens helped to pass a bond to build a park.
 - e. It is a Community Level Park.
2. The planning area differs from the actual neighborhood boundaries.
 - a. The planning area extends to approximately 2.5 miles around the Park.
 - b. This includes everything following the cliffs to County Holms Blvd. (these people come to the meetings)
 - c. It Does NOT include the area around the Five Mile shopping center or the Holmberg area.
3. The following were taken into consideration when creating the design for the park:
 - a. Maintaining/protecting the natural area.
 - b. CPTED-Crime Prevention Through Environmental Design tactics were used.
 - c. A large community-gathering place was built (North end by the tennis courts) to encourage reunions, community events, etc.
4. Design concepts to keep in mind while creating the Master Plan:
 - a. The skate park not necessary, it was built when skate boarding was very popular, but did not get the necessary attention to keep expanding it.
 - b. Include more native history via interpretive signage.
 - c. Incorporate more art. Art-bronze sculptures at main entrances were mentioned. "Great Art, Great Park."
 - d. Improve on the walking path by installing a few maps and the entrances so one could navigate the paths more easily.
 - e. Some sort of water (splash pad) should be included into the final design. Especially when the smaller children play.
 - f. Low impact design was desired in order to keep the natural areas safe.

Appendix II: Sky Prairie Meeting Notes Continued:

5. Linkages with the surrounding natural areas/parks seemed to be desired. A few nearby areas include:
 - a. Gully-Austin Ravine. This property was purchased with Conservation Future funds. Five-Mile neighborhood has a ped/bike plan that includes a future connection to this natural area.

6. Access:
 - a. Current entrances are in the North, South, and East.
 - b. There are a few more opportunities for access points via Walker St. and Heath St.
 - c. The development of crosswalks and safer ways to travel to/from school-to/from the park were discussed. Currently Strong Rd which runs along the North side of the Park has no sidewalks. Plenty of children cross this busy road via schools/houses on the North side of Strong Rd.)
 - d. Is there a way to apply for the “Safe Pathways to School” grant?

7. Operations:
 - a. Vandalism seemed to be an issue.
 - b. The Parks Dept. maintains the Park.
 - c. Neighbors snow plow the trails in the winter.
 - d. Neighbors have asked that the Parks Dept. close the gates every night--can a neighbor volunteer to do this instead?
 - e. Look into new play equipment--think outside the box (there is more than just monkey bars and slides) think about a wide range of age groups.

8. What was expressly communicated as a ‘want’:
 - a. A guide map of the Park (mile markers.)
 - b. Community education (interpretive signage.)
 - c. More programming of the amenities.
 - d. Mini-free library in the park.
 - e. Landscaping Palette.
 - f. More art.

9. Upcoming CIPs:
 - a. A connection between Five Mile and Indian Trail neighborhoods (which is expected to increase the amount of uses of the Park by 7000.)
 - b. A new round about in the intersection of Strong and (?)
 - c. Possibly a new School (Mead School District, located in the County.)
 - d. North Five Mile Rd. improvements. (2017)

Appendix III: Five Mile Neighborhood Survey:

Five Mile Neighborhood Survey:

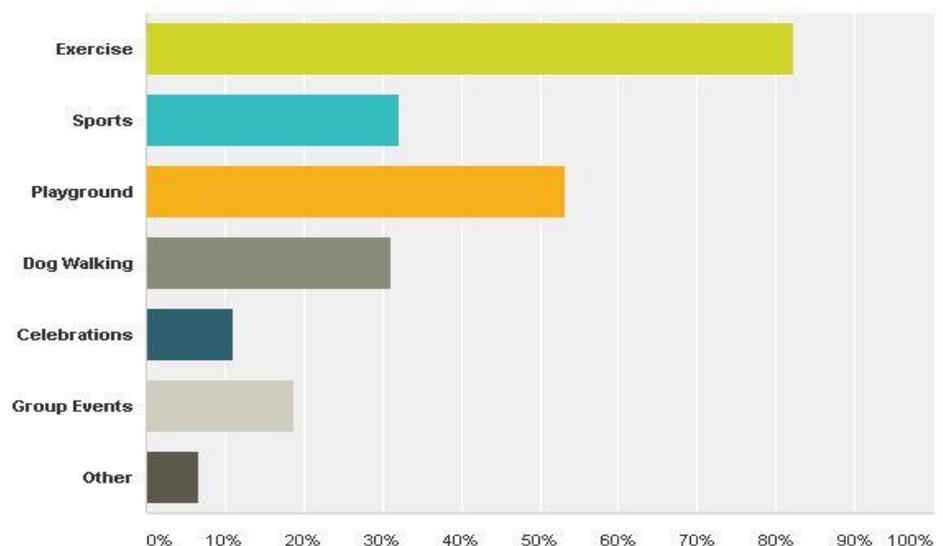
A survey was completed by residents of Five Mile Prairie on December 12, 2014. It was managed by SurveyMonkey® at surveymonkey.com. A link to the survey was sent out to nearly 400 residents via email from the Five Mile Prairie Neighborhood Association. Two schools were also involved in the survey process which included Prairie View Elementary and Five Mile Prairie Schoolhouse. It was conducted from November 13, 2014 to December 12, 2014 from the homes of the selected respondents. A total of 100 community members responded to 8 questions. Some main highlights of the survey on Sky Prairie Park is that it is most utilized for its exercise opportunities and playground equipment. The most sought after feature that is missing from the park is a water feature, followed by a sports facility and landscaping. The following are the eight questions included in the survey with their percentage of responses.

Question 1: How often in the last year have you or someone in your household used Sky Prairie Park near the center of Five Mile Prairie?

1. Did not use- 10.1%
2. Once- 3.0%
3. 2-5 times- 12.1%
4. 5-10 times- 14.1%
5. More than 10 times- 60.6%

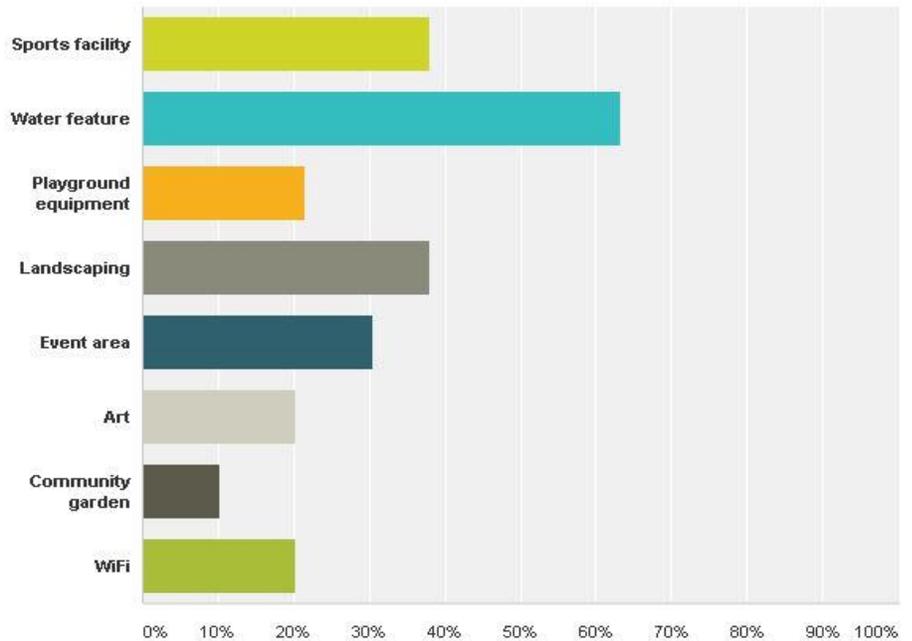
Question 2: What did you use the park for? (check all that apply)

1. Exercise- 82.2%
2. Sports- 32.2%
3. Playground- 53.3%
4. Dog Walking- 31.1%
5. Celebrations- 11.1%
6. Group Events- 18.9%
7. Other- 6.7%



Question 3: What features would you like to see added to the park? (check all that apply)

1. Sports facility-37.97%
2. Water feature- 63.29%
3. Playground equipment- 21.52%
4. Landscaping- 37.97%
5. Event area- 30.38%
6. Art- 20.25%
7. Community garden- 10.13%
8. Wifi- 20.25%



Question 4: Are there features in the park that you feel are underutilized or not needed?

1. Yes- 19.1%
2. No- 80.9%

Question 5: Do you have any safety/security concerns within the park?

1. Yes- 23.4%
2. No- 76.6%

Question 6: Do you live on Five Mile Prairie?

1. Yes- 98.0%
2. No- 2.0%

Question 7: What is your gender?

1. Male- 34.0%
2. Female- 66.0%

Question 8: What is your age group?

1. Under 18- 0.0%
2. 18-30- 1.8%
3. 31-40- 17.2%
4. 41-50- 43.4%
5. 51-60- 18.2%
6. 61-70- 11.1%
7. Over 70- 9.1%

Appendix IV: Spokane County Parks Recreation, and Open Space Plan Goals and Policies

Approved by the Spokane County Board of Commissioners, 2014

The Goals and Policies of Spokane County's Parks, Recreation and Open Space Plan were developed through public input to reflect which direction County Parks should move in for future development and acquisition of community parks, open space, trails, and other recreational facilities.

VISION AND OVERALL GOAL

The vision for Parks, Recreation, and Open Space is as follows:

To preserve and create viable natural habitat and trail corridors integrated with and whenever possible, connected to, a well-distributed system of well-maintained community and regional parks designed to enhance the quality of life by providing recreational opportunity, preserving open spaces and protecting important elements of Spokane's great natural heritage for future generations.

This vision was developed through the citizen participation process and provides guidance to the goals and objectives that are outlined in this section. The vision has a single overall goal for the Parks and Recreation Program, which is:

To enhance the quality of life for the residents of Spokane County by providing the highest quality and quantity of parks, open space, trails, and recreational facilities.

This vision is accomplished through the preservation, acquisition, enhancement, and maintenance of a well-sited network of parks, open spaces, trails, and recreational facilities to be available to Spokane County residents.

GOALS & POLICIES

PO.1 Provide a variety of parks, open space, recreation facilities, and recreation programs to benefit the broadest range of age, social, economic and special group interests and abilities.

PO.1.1 Development of new parks and recreation facilities shall be consistent with the Spokane County Comprehensive Plan and the Spokane County Park Plan.

PO.1.2 Park and recreation facilities should be developed, renovated and maintained to serve the widest possible cross-section of resident needs and interests, including accessibility for disabled persons.

PO.1.3 Locate parks to provide for a variety of outdoor activities and to preserve and protect important habitat areas, corridors and linkages, natural amenities (e.g., wetlands and shorelines), unique landscape features (e.g., cliffs and bluffs) or other outstanding natural features.

PO.1.6 Involve the public and other agencies with expertise in the decision-making process regarding parks, recreation facilities and programs.

PO.1.7 Target waterfront areas (lakes, streams and rivers) to provide public access within the carrying-capacity limits of water resources and adjacent natural systems.

PO.1.8 Design future aquatic facilities for maximum programming opportunities to serve the greatest number of residents.

PO.2 Acquire and develop parks, recreational facilities, and open space areas to serve the needs of the public given available resources.

PO.2.1 Coordinate and cooperate with both public and private sector interests to further park and recreation opportunities.

PO.2.2 Coordinate park planning and land acquisition efforts across jurisdictional boundaries and consider existing and planned infrastructure, population served, environmental constraints, and available resources.

PO.2.3 Work with nonprofit and for-profit recreation providers to enhance the quality and quantity of available recreation facilities at the lowest possible expense to the taxpayer.

PO.2.4 Acquire waterfront property that will provide public access to the County's numerous water bodies. Such acquisitions should provide for non-motorized or motorized water craft access.

PO.2.5 Acquire and develop regional parks outside of the UGA that support numerous recreational activities and natural resource protection benefits. Such parks shall be sited and designed to attract regional visitors.

PO.2.6 Acquire and develop parkland for community parks within the Urban Growth Area, sited where LOS analysis has identified service gaps.

PO.2.7 Acquire and preserve open space areas proximate to the UGA that preserve viewsheds, provide easy access to the core of Spokane County's residents, and provide numerous natural resource conservation benefits.

PO.2.8 Include youth in the planning and development of community parks. Surveys will be sent to schools that are within three miles of the park being developed requesting input on the elements to be included in the park design.

PO.2.9 Develop new and improve existing campground facilities to meet the community's need for affordable, close-by outdoor recreational opportunities.

PO.2.10 A county-wide level of service of 0.23 softball fields per 1,000 residents, .043 aquatic facilities per 1,000 residents, and 0.32 campsites per 1,000 residents should be monitored and maintained.

PO.3 Strive toward a level of service for developed community parks of 1.4 acres per 1,000 population for the Urban Growth Areas (UGA) and 8.3 acres per 1,000 population for regional parks.

PO.3.1 Utilize the Level of Service (LOS) Analysis to identify current and future residential areas within the UGA that may be underserved by community parks and strive to acquire and develop new community park land in those areas. When possible, collaborate with other jurisdictions to locate and develop new community parks that will move UGAs towards the LOS goals.

PO.3.2 Allow neighborhoods and communities within the unincorporated County the ability to increase park and recreation opportunities through the formation of self-taxing park service areas. Neighborhoods may include this option within their individual neighborhood plans.

PO.3.3 Work with the Spokane County Board of County Commissioners (BoCC) and other departments to study, develop, and implement mitigation fees or other alternative funding mechanisms to help fund future parks, open space areas, trails, other recreation facilities, and the maintenance thereof.

PO.3.4 Whenever possible, work cooperatively with other jurisdictions and agencies to identify, acquire, and develop community parkland that provides a range of benefits (e.g. Parks could work with Utilities to identify property could be acquired and developed to provide recreation and water quality benefits.).

PO.3.5 Future community parks should be greater than 10 acres in size to adequately serve current and projected population and provide a diverse range of recreational opportunities unless opportunities arise (i.e. through donation, etc.) to obtain smaller sites at little to no cost to County Parks or current land use patterns prevent a larger property from being acquired in an area of need.

PO.3.6 Monitor the availability of state, federal, and other sources to fund the acquisition and development of community and regional parks. Work with other departments, jurisdictions, non-profit organizations, and private individuals to secure local match.

PO.3.7 Where current level of service within an Urban Growth Area is zero or deficient, staff should analyze that UGA to determine if current population is either deficient to warrant a new community park and/or is being served sufficiently by adjacent jurisdiction(s).

PO.4 Provide a parks system that is well maintained, effectively managed, and efficient to serve both current and future needs.

PO.4.1 When budgets are limited, maintenance of existing park and recreation facilities should take precedence over acquisition and development of new facilities.

PO.4.2 Budgets for facility maintenance should be prepared and considered as plans are made for acquisition.

PO.4.3 Design standards for parks should ensure safety, security, cleanliness, accessibility, and ease of maintenance.

PO.4.4 Sustainable design principles should be considered in the design of County parks and recreation facilities to promote resource conservation and reduce long-term costs of managing such facilities.

PO.4.5 Parks should be designed and located to provide ease of access for pedestrians, persons with disabilities, bicycles, autos and public transit.

PO.4.6 When determined appropriate, retain the natural features of proposed parks and recreation areas and whenever feasible, designs should incorporate the use of native vegetation to reduce overall maintenance costs.

PO.4.7 Parks shall not be sold or reverted to other non-public, non-recreational uses as a cost-saving measure.

PO.5 Preserve open space corridors that ensure long-term viability for wildlife & passive recreation in Spokane County.

PO 5.1 Continue to work with citizens, agencies, jurisdictions, and non-profit groups to identify priorities for open space preservation within Spokane County.

PO.5.2 Utilize the Conservation Futures Tax (CFT) to purchase, preserve, and protect critical habitat and open space corridors throughout the County.

PO.5.3 Continue to acquire and preserve land around Tower Mountain/Krell Ridge to connect Dishman Hills Natural Area with Dishman Hills Conservation Area and provide access to the public through a system of developed trailheads designed to serve multiple communities.

PO.5.4 Continue to acquire and preserve land along the Lower Little Spokane River to expand the Little Spokane River Natural Area and the current water trail system therein.

PO.5.5 Acquire and preserve land around Mica Peak to expand existing Liberty Lake Regional Park and preserve existing trails utilized by the public that currently traverse private property.

PO.5.6 Work with other jurisdictions to meet shared goals for preserving open space lands and corridors throughout Spokane County.

PO.5.7 Whenever possible, identify and apply for grant opportunities using CFT as match to facilitate acquisition of properties on the Conservation Futures Prioritized Acquisition List.

PO.5.8 Develop additional and continue current revenue sources for the funding of open space preservation. Funding sources may include, but are not limited to, bond issues, additional levies, Conservation Futures Tax, land dedication, and the use of impact fees.

PO.5.9 Utilize the Spokane County Critical Areas Ordinance, the Spokane County Comprehensive Plan (and Zoning Code), the Spokane Regional Trails Plan, and other agency plans or data sets to help prioritize areas for open space acquisition/preservation.

PO.5.10 Consider additional means for funding and preserving open space within Spokane County such as the transfer of development rights (TDR), donations (land and monetary), development impact (mitigation) fees, Department of Natural Resources (DNR) Trust Land Transfer Program, formation of a park district, acquisition by other jurisdiction/organization.

PO.5.11 The Conservation Futures Program should be flexible enough to take advantage of unforeseen opportunities as they become available. Such unforeseen opportunities may be of local, regional, or of state significance and/or provide a once-in-a-lifetime opportunity to preserve and provide connectivity, high quality wildlife habitat and passive recreational opportunities.

PO.5.12 Encourage the preservation and enhancement of open space by nonprofit organizations and private individuals.

PO.5.13 Encourage the retention of all publicly owned open space areas.

PO.5.14 Encourage the inclusion of functional open space within planned unit developments for residential, commercial and industrial development.

PO.5.15 Level of service for open space should be maintained at 115 acres per 1,000 residents and increased when feasible.

PO.5.16 Work with other agencies to acquire, preserve, enhance, and connect geologic sites identified on the Ice Age Floods National Recreational Trail.

PO.6 Manage open space area lands to balance wildlife and recreational needs.

PO.6.1 Ensure that recreational uses are consistent with the protection and preservation of environmentally sensitive open spaces and wildlife corridors.

PO.6.2 Manage all open space areas to maintain a balance of recreational uses that maintain a positive user experience for all public users.

PO.6.3 Close, rehabilitate, or relocate trails that are determined to be unsustainable, promote erosion, and/or bisect critical sections of wildlife habitat within open space areas.

PO.6.4 Provide when feasible trail heads that allow safe parking for visitors that helps promote legal, passive recreational uses within open space areas.

PO.6.5 Review development (subdivision) proposals to evaluate potential impacts on Levels of Service and to identify opportunities for multiple use of proposed open space set aside through development regulations.

PO.6.6 Utilize the Conservation Futures Best Management Practices (*See: Appendix D*) to help guide future stewardship of open space areas.

PO.7 Utilize the Spokane County Regional Trails Plan that envisions a county-wide system of multipurpose non-motorized trails to secure, preserve, and develop a network of trails throughout Spokane County that connect communities and provide easily accessed recreational opportunities.

PO.7.1 Provide trails for pedestrians (including, where feasible, access for persons with disabilities), bicyclists, equestrians, cross-country skiers and other non-motorized vehicle users.

PO.7.2 Provide for linkages of communities, community facilities, workplaces, neighborhoods, schools, recreation areas, open space and cultural/historical areas.

PO.7.3 Separate recreational trails from motorized vehicle traffic where feasible. Where separated trails are not feasible, then priority should be given to pedestrian safety.

PO.7.4 Inventory, analyze, and preserve when possible existing rights-of-way (including abandoned rail and utility easements) for possible use as multipurpose non-motorized trails.

Appendix V: City of Spokane Parks and Recreation, and Open Space Plan, Goals and Policies:

Approved by the Spokane City Council June, 2015

PRS 1 PRESERVATION AND CONSERVATION

Goal: Assure the preservation and conservation of unique, fragile, and scenic natural resources, and especially non-renewable resources.

PRS 1.1 Open Space System

Provide an open space system within the urban growth boundary that connects with regional open space and maintains habitat for wildlife corridors.

Discussion: The city should work with other open space planners and providers to create a regional open space and green belt system. This may include coordination with local utilities for joint use of utility corridors for passive recreational uses.

PRS 1.2 River Corridors

Protect river and stream corridors as crucial natural resources that need to be preserved for the health and enjoyment of the community.

PRS 1.3 Funding for Open Space and Shoreline Land Acquisition

Purchase open space and shoreline land when they become available using funding sources available.

Discussion: The city shall attempt to access funding from local (annual park budget, city general fund, gifts, Conservation Futures funds, local improvement districts, bonds, dedications, and impact fees), state (IAC grants), and federal sources (Community Development Funds). A more equitable distribution of conservation futures funding between the city and the county should be pursued. The Parks and recreation department should develop an evaluative process to identify parcels of land for potential purchase.

PRS 1.4 Property Owners and Developers

Work cooperatively with property owners and developers to preserve open space areas within or between developments, especially those that provide visual or physical linkages to the open space network.

Discussion: This should be a consideration during the approval process for subdivisions, planned contracts, and shoreline permits. The city should explore the use of regionally consistent incentives to protect open space. Incentives may include bonus densities, transfer of development rights, and tax abatement or deferment.

PRS 1.5 Green Space Buffers

Preserve and/or establish areas of green space buffer to provide separation between conflicting land uses.

PRS 1.6 Funding to Acquire Critical Lands

Maintain a contingency fund (Park Cumulative Reserve Fund) dedicated to the acquisition of critical area lands, which would be lost if not immediately purchased.

PRS 2 PARK AND OPEN SPACE SYSTEM

Goal: Provide a park system that is an integral and vital part of the open space system and that takes advantage of the opportunities for passive and active recreation that a comprehensive open space system provides.

PRS 2.1 Amenities within Each Neighborhood

Provide open space and park amenities within each neighborhood that are appropriate to the natural and human environment of the neighborhood, as determined by the neighborhood and the Spokane Park Board.

Discussion: Amenities such as center plazas, playground equipment, restrooms, shelters, backstops, trails, trees, and plant materials.

PRS 2.2 Proximity to Open Space

Provide open space in each city neighborhood.

Discussion: To maintain the viability and health of the city, residents should have equitable proximity to open space.

PRS 2.3 Urban Open Space Amenities

Continue to develop urban open space amenities that enhance the local economy.

Discussion: Urban open space amenities include trails, interpretive areas, plant materials, public squares, view points and interpretive signage, and provide benefits to both residents and visitors.

PRS 2.4 Park Funding

Consider all potential funding sources to maintain the adopted level of service for parks.

Discussion: Potential funding sources include: impact fees, Park budget, General Fund, gifts, dedications, LIDs, bonds, Community Development funds, Conservation Futures funds, and grants.

PRS 2.5 Capital Improvement Program

Prepare and update annually a six-year capital improvement program for implementation of the Parks, Recreation, and Open Spaces Plan.

PRS 2.6 Cultural and Historic Parks

Preserve and showcase the cultural and historic character of the parks and the park system.

Discussion: Many of Spokane’s parks have great cultural and historic character that should be identified, preserved, and showcased during park development.

PRS 3 BICYCLE AND PEDESTRIAN CIRCULATION

Goal: Work with other agencies to provide a convenient and pleasant open space-related network for pedestrian and bicyclist circulation throughout the City of Spokane.

Policies

PRS 3.1 Trails and Linkages

Provide trails and linkages to parks that make minimal use of streets, especially arterial streets, in order to maximize the recreation experience and safety of all users.

PRS 3.2 Trail Corridor Development

Include landscaping, revegetation, and reforestation in trail corridor development where appropriate and desirable to provide a pleasant trail experience, and visual separation from private adjacent uses.

PRS 3.3 People Movement through Riverfront Park

Develop a pedestrian-friendly, attractive mode of moving people through Riverfront Park using the Howard Street Corridor from North Central High School to Lewis and Clark High School.

Discussion: The Spokane Park Board, the Downtown Spokane Partnership, and various partners along the route have begun informal discussions of a yet-to-be defined “people mover.” The people mover should have stops to service new and existing facilities and activities.

PRS 4 PARK PREVENTATIVE MAINTENANCE PROGRAM

Goal: Recognize and upgrade Spokane’s existing park resources by continuing the park preventative maintenance program.

PRS 4.1 Maintenance Management Program

Implement a maintenance management program that will project maintenance, facility, and replacement costs.

Discussion: The current Park Operations budget is part of the Park Fund budget within the City of Spokane’s two-year budget. The maintenance management program should include six-year projections of maintenance and capital needs in addition to facility and equipment replacement costs. Typical elements include playground equipment, community buildings, pavilions, shelters, restrooms, park furniture, irrigation systems, turf/tree/shrub areas, wading pools, spray pools, swimming pools, and sports facilities.

PRS 4.2 Park Traffic Patterns

Improve park traffic patterns for motorists, bicyclists, equestrians, and pedestrians.

PRS 4.3 Park Sign Plan

Implement and maintain a park sign plan throughout the City of Spokane that standardizes all park signs, including entrance, direction, and rules signs.

Discussion: This policy does not affect historic signs.

PRS 5 RECREATION PROGRAM

Goal: Assure an indoor and outdoor recreation program, which provides well-rounded recreational opportunities for citizens of all ages.

PRS 5.1 Recreation Opportunities

Provide and improve recreational opportunities that are easily accessible to all citizens of Spokane.

Discussion: Continue to support community-oriented special interest programs that are responsive to expressed demands, and that foster community support, and improve the health of the community.

PRS 5.2 Private Partnerships

Create public-private partnerships and develop incentives for a community-oriented sports and special interest program, which is responsive to expressed demands and fosters participant support of all ages and abilities.

Discussion: A potential partnership could include a sixteen-court indoor sports complex that is developed through public-private partnerships with Hoopfest and the Greater Spokane Sports Association.

PRS 5.3 Special Programs

Support special population participants in Spokane Parks and Recreation Department programs.

PRS 5.4 Community Information System

Promote parks and recreation programs, services, and facilities through an effective community information system, including the media, mail, telephone, and on the internet.

PRS 5.5 Indoor Recreational Facilities and Programs

Provide facilities and programs that afford the public the opportunity to participate in a broad range of indoor recreational activities, such as fine arts, historical appreciation, performing arts, arts and crafts, fitness, swimming, and indoor athletics.

Discussion: This includes one or more additional indoor swimming pools, which are conveniently located and provide swimming for all age groups and abilities.

PRS 5.6 Outdoor Recreational Facilities

Provide facilities and programs that allow the public the opportunity to participate in a broad range of outdoor recreational activities.

Discussion: Having an abundance of outdoor recreation opportunities enhances the quality of life for existing residents as well as a draw for those who are considering moving to Spokane.

PRS 5.7 City Golf Courses

Continue to provide for and maintain the public golf courses in Spokane.

PRS 5.8 Recreation for Youth

Provide a diversity of recreation opportunities, in a safe, healthy manner that meet the interests of the community's youth.

Discussion: Support recreation and leisure alternatives for young people by involving youth in parks and open space planning and decision-making.

PRS 6 AGENCY COORDINATION AND COOPERATION

Goal: Encourage and pursue a climate of cooperation between government agencies, non-profit organizations, and private business in providing open space, parks facilities, and recreational services that are beneficial for the public.

PRS 6.1 Duplication of Recreational Opportunities

Facilitate cooperation and communication among government agencies, non-profit organizations, school districts, and private businesses to avoid duplication in providing recreational opportunities within the community.

PRS 6.2 Cooperative Planning and Use of Recreational Facilities

Conduct cooperative planning and use of recreational facilities with public and private groups in the community.

PRS 6.3 Joint Park and Open Space Planning

Ensure that parks, open space, and greenbelts are planned and funded in coordination with Spokane County prior to allowing urban development within the city's UGA, yet outside city limits.

PRS 7 PARKS SERVICE QUALITY

Goal: Provide a parks and recreation system that is enjoyable, efficient, financially responsible, and a source of civic pride.

PRS 7.1 Quality of Service

Provide high quality of service to the community in all parks and recreation programs, services, and facilities.

PRS 7.2 Modern Management Practices

Employ state-of-the-art techniques in the park and recreation profession by providing staff training, laborsaving equipment, automatic systems, durable materials, effective facility design, and responsive leisure services.

PRS 7.3 Standards and Policies

Maintain open communication and collaborative planning processes that help define service levels based on good management practices while providing quality service to the public.

Discussion: Open communication with all citizens is important to the Spokane Park Board. Open monthly committee and board meetings are held for this purpose. Service levels are defined through this process that may also include neighborhood, community, and special interest group meetings.

PRS 7.4 Volunteers

Encourage and recruit volunteers to serve on advisory boards for program and facility design, leadership in program offering, and community service labor.

PRS 7.5 Evaluations

Conduct continuous monitoring of the Spokane Parks and Recreation Department services, facilities, and programs through staff, participant, and public evaluations.

PRS 7.6 Strategic Plan

Develop a strategic plan to ensure elements of the Parks, Recreation, and Open Spaces Plan are implemented.

Discussion: The Strategic Plan should include the top priority projects and dedicated funding sources of the Spokane Park Board in a six-year action plan format.

PRS 7.7 Public Participation

Ensure that decisions regarding the city's park and open space system encourage the full participation of Spokane's citizenry.

Discussion: The citizens of Spokane are passionate about their park system. When changes or additions are proposed for the park system, citizens should be given every opportunity to comment and participate. This policy is intended to apply to all councils, boards, commissions, and committees.

Appendix VI:

Incorporating a climbing boulder once current play equipment is in need of renewal raises questions about the liability of such a play structure. The following will address these concerns:



RCW 4.24.210

Liability of owners or others in possession of land and water areas for injuries to recreation users — Known dangerous artificial latent conditions — Other limitations.

(1) Except as otherwise provided in subsection (3) or (4) of this section, any public or private landowners, hydroelectric project owners, or others in lawful possession and control of any lands whether designated resource, rural, or urban, or water areas or channels and lands adjacent to such areas or channels, who allow members of the public to use them for the purposes of outdoor recreation, which term includes, but is not limited to, the cutting, gathering, and removing of firewood by private persons for their personal use without purchasing the firewood from the landowner, hunting, fishing, camping, picnicking, swimming, hiking, bicycling, skateboarding or other non-motorized wheel-based activities, aviation activities including, but not limited to, the operation of airplanes, ultra-light airplanes, hang gliders, parachutes, and paragliders, rock climbing, the riding of horses or other animals, clam digging, pleasure driving of off-road vehicles, snowmobiles, and other vehicles, boating, kayaking, canoeing, rafting, nature study, winter or water sports, viewing or enjoying historical, archaeological, scenic, or scientific sites, without charging a fee of any kind therefor, shall not be liable for unintentional injuries to such users.

(2) Except as otherwise provided in subsection (3) or (4) of this section, any public or private landowner or others in lawful possession and control of any lands whether rural or urban, or water areas or channels and lands adjacent to such areas or channels, who offer or allow such land to be used for purposes of a fish or wildlife cooperative project, or allow access to such land for cleanup of litter or other solid waste, shall not be liable for unintentional injuries to any volunteer group or to any other users.

(3) Any public or private landowner, or others in lawful possession and control of the land, may charge an administrative fee of up to twenty-five dollars for the cutting, gathering, and removing of firewood from the land.

(4)(a) Nothing in this section shall prevent the liability of a landowner or others in lawful possession and control for injuries sustained to users by reason of a known dangerous artificial latent condition for which warning signs have not been conspicuously posted.

(i) A fixed anchor used in rock climbing and put in place by someone other than a landowner is not a known dangerous artificial latent condition and a landowner under subsection (1) of this section shall not be liable for unintentional injuries resulting from the condition or use of such an anchor.

(ii) Releasing water or flows and making waterways or channels available for kayaking, canoeing, or rafting purposes pursuant to and in substantial compliance with a hydroelectric license issued by the federal energy regulatory commission, and making adjacent lands available for purposes of allowing viewing of such activities, does not create a known dangerous artificial latent condition and hydroelectric project owners under subsection (1) of this section shall not be liable for unintentional injuries to the recreational users and observers resulting from such releases and activities.

(b) Nothing in RCW 4.24.200 and this section limits or expands in any way the doctrine of attractive nuisance.

(c) Usage by members of the public, volunteer groups, or other users is permissive and does not support any claim of adverse possession.

(5) For purposes of this section, the following are not fees:

(a) A license or permit issued for statewide use under authority of chapter 79A.05 RCW or Title 77 RCW;

(b) A pass or permit issued under RCW 79A.80.020, 79A.80.030, or 79A.80.040; and

(c) A daily charge not to exceed twenty dollars per person, per day, for access to a publicly owned ORV sports park, as defined in RCW 46.09.310, or other public facility accessed by a highway, street, or non-highway road for the purposes of off-road vehicle use.



Appendix VII: Data Sources

The following data sources were used when compiling this master plan:



U.S. Census Bureau

USGS National Map Viewer

Washington State Department of Ecology

City of Spokane

Spokane County

Google Earth

Martee Snyder (Maps)

Isaac Swanson (Maps, Photos)

<http://apps.leg.wa.gov> (climbing bolder RCW)



Sky Prairie Park

Master Plan

September 2015



21" SD
30" W
49+00
6" W



MISSION PARK





S.17T.25 R43E.W.M.
S.16T.25 R43E.W.M.



S.17T.25 R43E.W.M.

S.16T.25 R43E.W.M.



S.17T.25 R43E.W.M.

S.16T.25 R43E.W.M.

48+03

49+00

50+00

51+00

52+00

52+31

PARK

10' GATE

BUS

80

20'

20'

30'DW

VS. 1.8

6" W

City of Spokane - Parks & Recreation
 Park Operations
 Monthly Financial Report
 October, 2016

	Annual Budget	2014 YTD Actual	2015 YTD Actual	2016 YTD Actual	2016 YTD		2016	
					Budget Based on 2. Yr. Actuals	Fav. ↑ Unfav. ↓	2016 Variance Act. to Budg.	Monthly Actual
Revenue:								
Operating	217,230	249,230	158,550	179,721	161,178	↑	18,543	15,319 83%
Grants Receivable	180,000	-	-	-	n/a		n/a	- 0%
Total Revenue	397,230	249,230	158,550	179,721	161,178	↑	18,543	15,319 45%
Expenditures:								
Salaries and Wages	2,407,674	1,850,528	1,780,713	1,875,540	1,998,172	↑	(122,633)	197,604 78%
Personnel Benefits	928,107	622,162	644,550	663,650	770,717	↑	(107,067)	69,135 72%
Supplies	190,280	140,736	129,596	155,778	158,404	↑	(2,626)	24,790 82%
Services and Charges	1,029,580	752,571	878,472	858,519	857,177	↓	1,342	272,421 83%
Intergovernment Services	-	242	-	-	-	↑	-	- 0%
Total Expenditures	4,555,641	3,366,239	3,433,331	3,553,486	3,784,470	↑	(230,984)	563,950 78%
Net Revenue (Expenditure)	(4,158,411)	(3,117,008)	(3,274,780)	(3,373,765)	(3,623,292)	↑	249,527	(548,631)
Net Transfers In (Out)	(116,000)	(152,000)	(133,000)	(116,000)	(116,000)		-	- 100%
Capital Outlay	1,224,991	309,380	451,508	168,590	775,546		(606,956)	21,917 14%
Total Funding	(5,499,402)	(3,578,389)	(3,859,288)	(3,658,355)	(4,514,838)	↑	856,483	(570,548)

Month/Year Ratio: 83.33%