



City of Spokane Park Board Land Committee Meeting

3:30 p.m. Wednesday, August 4, 2021

WebEx virtual meeting

Al Vorderbrueggen – Park Operations Director

Committee members

X Greta Gilman – Chair

X Hannah Kitz

X Sally Lodato

X Kevin Brownlee

Other Park Board Members

Jennifer Ogden

Parks staff

Garrett Jones

Al Vorderbrueggen

Carl Strong

Nick Hamad

Fianna Dickson

Jennifer Papich

Pamela Clarke

Other city staff

Paul Knowles

James Richman

SUMMARY

- The committee approved to recommend the Park Board accept the following:
 - Beacon Hill Easements – Regular agenda item

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wednesday, September 1, 2021, via WebEx.

MINUTES

The meeting was called to order at 3:31 p.m. by committee chair Greta Gilman.

Public Comments: None

Action items

1. **Beacon Hill easements** – Nick Hamad presented a proposal to authorize easements as part of the purchase of the Rayner parcels for the Make Beacon Hill Public grant-funded project. The first easement requested by the owner is a pathway easement across public park property to provide pedestrian, bicycle, and golf cart access to connect a future development to park land. The second easement would be a sewer line easement.
 - a. Paul wanted to highlight that this easement would be 30 feet wide, pending assessment by city waste water and that it would be the responsibility of the property owner to determine between city waste water and themselves whether this would be permitted, and that the grantee would be responsible for all related costs.
 - b. Hannah Kitz inquired as to consequences of city waste water not approving the sewer line. Paul Knowles replied that the easement would still exist, but it would be grantee's responsibility to determine whether it would be possible to use the easement for their intended purpose.
 - c. Sally Lodato summarized the circumstances surrounding the two easements and inquired as to what the property owner would gain out of this sewer line easement. Paul Knowles clarified that it is the preferred route for city waste water and that the property owner would require a greater capacity for water usage for future development.
 - d. Jennifer Ogden highlighted that the land being acquired was identified as being of high importance as park land, and that the easement would add to the ease of public access to Minnehaha and Esmeralda.

Greta Gilman moved to approve.

Sally Lodato seconded and the motion passed unanimously (4-0 vote).

The committee agreed to present the recommendation to the Park Board as a regular action item.

Discussion Items

1. **Budget Priorities** – Al Vorderbrueggen shared a presentation on prioritization of developing the 2022 operation budget, highlighting that Operations would be taking over some maintenance responsibilities for Recreation to increase efficiency and level of service, reallocating staff assignments and preparing for the retirement of 3-4 key employees retiring in 2022. They would be preparing to receive maintenance responsibilities for right-of-ways and greenspaces if this is endorsed down the line, and creating a Trails category for the budget and assigning staff to their maintenance. They will be returning to full restroom service and mowing season in 2022.
 - a. Jennifer Ogden wanted to emphasize that the revenue side would stay with Recreation, and that the expenses would be moved over to Operations.
2. **Master Plan Update** – Nick Hamand presented the parks & natural lands master plan update, showing energy put towards gathering feedback from citizens on park land usage and increasing engagement. The top priority expressed by respondents so far was that parks should feel welcoming and safe, and accessible to all ages. Interest was shown in seeing daily maintenance improved and renovating existing parks. More data would be available in the coming weeks.
3. **Chief Garry Park Pilot Project** – Al Vorderbrueggen spoke on natural turf management at Chief Garry Park by reducing synthetic applications in favor of natural alternatives, as a pilot program for

trying similar processes in other Spokane city parks. A stakeholder meeting is planned for the coming months to bring other departments that take care of city land to weigh in on the process. The program has encountered challenges but has been largely successful so far.

- a. Greta Gilman asked for clarification on what the ultimate goals of natural turf management were, to which Al Vorderbrueggen explained that the reduction in synthetic applications along with reduced water consumption were the primary goals.
- b. Jennifer Ogden remarked that natural turf management has resulted in less time, resources and water being used in the long term in other locations despite an increase in needed maintenance initially.

Adjournment: The meeting was adjourned at 5:01 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wednesday, September 1, 2021, via WebEx.

Spokane Park Board

Briefing Paper



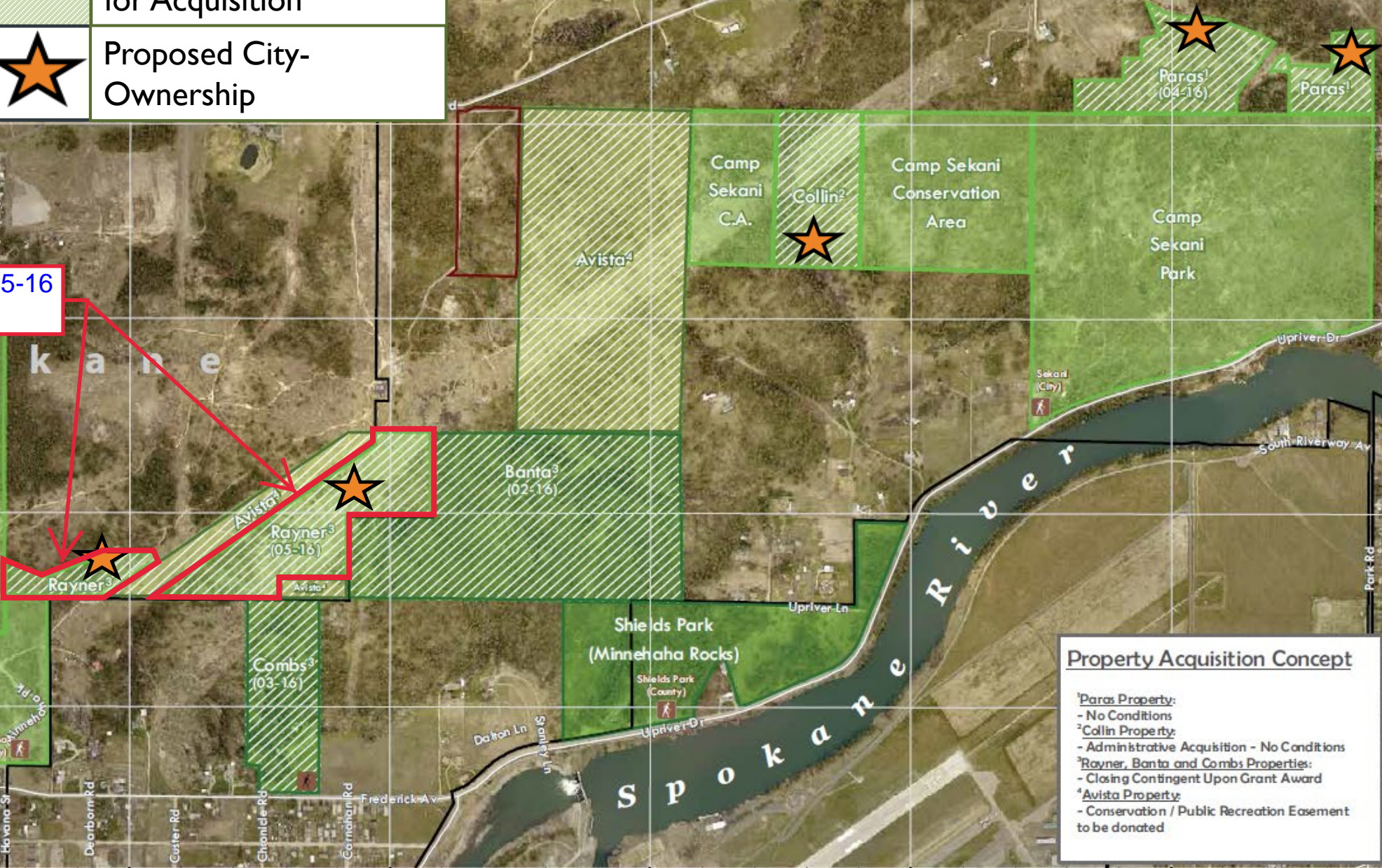
Committee				
Committee meeting date				
Requester	Phone number:			
Type of agenda item	Consent	Discussion	Information	Action
Type of contract/agreement	New	Renewal/extension	Amendment/change order	Other
City Clerks file (OPR or policy #)				
Item title: (Use exact language noted on the agenda)				
Begin/end dates	Begins:	Ends:	Open ended	
Background/history:				
Motion wording:				
Approvals/signatures outside Parks: Yes No If so, who/what department, agency or company: Name: Email address: Phone:				
Distribution: Parks – Accounting Parks – Pamela Clarke Requester: Grant Management Department/Name:				
Fiscal impact: Expenditure Revenue Amount: Budget code:				
Vendor: Existing vendor New vendor Supporting documents: Quotes/solicitation (RFP, RFQ, RFB) W-9 (for new contractors/consultants/vendors) Contractor is on the City's A&E Roster - City of Spokane ACH Forms (for new contractors/consultants/vendors) UBI: Business license expiration date: Insurance Certificate (min. \$1 million in General Liability)				



	Properties Proposed for Acquisition
	Proposed City-Ownership

Paras Property Approved by Park Board 16-0612

Beacon Hill Property 05-16 ("Raynor Property")



Property Acquisition Concept

¹Paras Property:
- No Conditions

²Collin Property:
- Administrative Acquisition - No Conditions

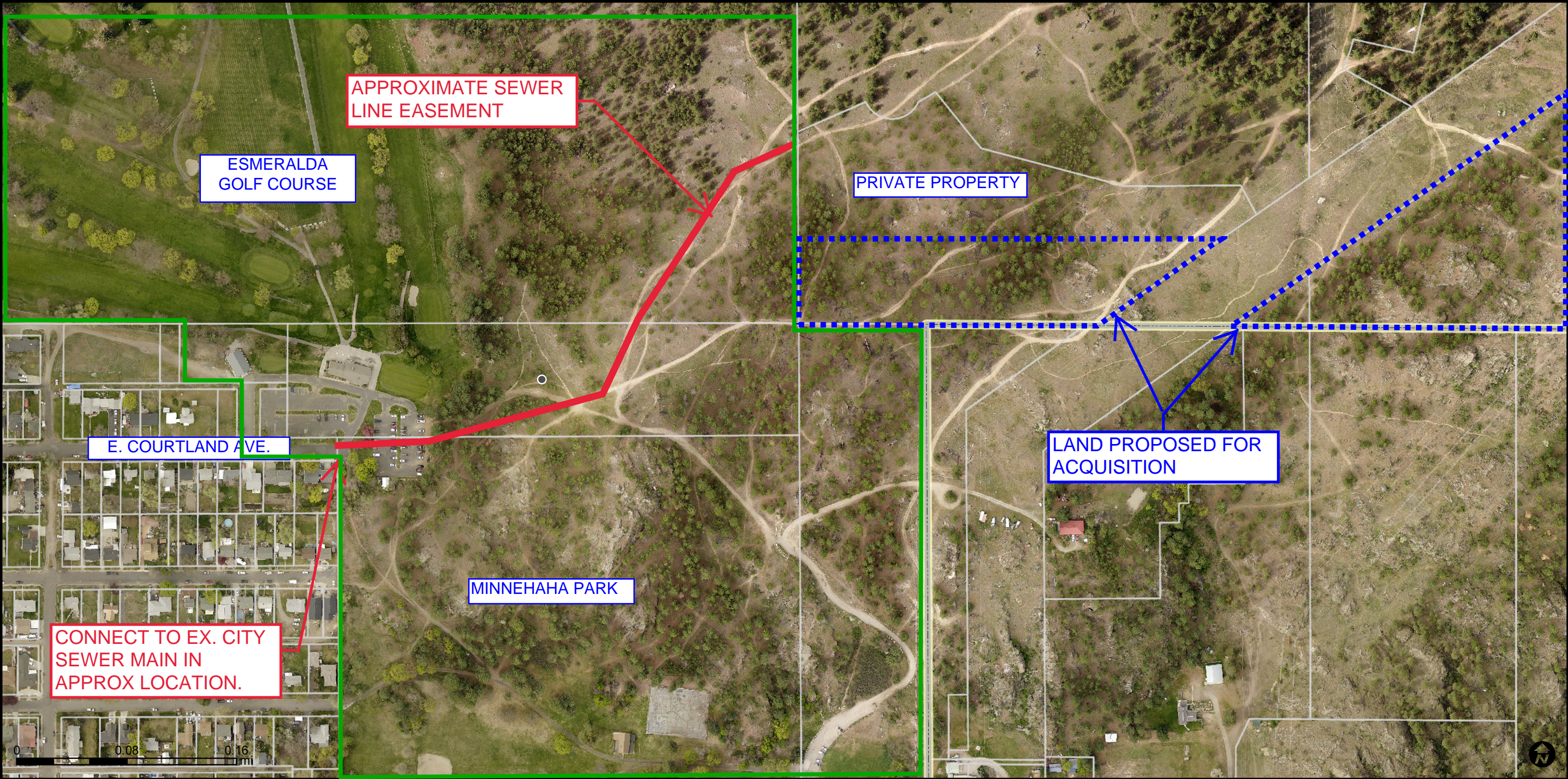
³Rayner, Banta and Combs Properties:
- Closing Contingent Upon Grant Award

⁴Avista Property:
- Conservation / Public Recreation Easement to be donated



SECTION 9: PATHWAY EASEMENT

Purchaser shall work with Seller after closing to negotiate and execute a non-exclusive easement within one year of closing to allow for the Seller (or Assigns) to construct and maintain a pathway through a portion of APN's 35031.0001, 35034.0101 and 35034.0003 to provide pedestrian, bicycle and golf cart access between Seller's future development and Esmerelda Golf Course. The Parties agree that the Pathway Easement should include provisions for emergency access. This section shall survive closing. The route of this future easement shall not be located on the Subject Property.

Proposed Sewer Line Easement



Legend

-  City of Spokane Boundary
-  Parcel

City of Spokane GIS



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

After Recording Return To:

Stamper Rubens, P.S.
720 W Boone, Suite 200
Spokane WA 99201
Attn: Edward H. Turner

Document Title: Easement
Grantor: City of Spokane
Grantee: NATIONWIDE CAPITAL INVESTMENT, LLC
Legal Description: A Portion of the SE ¼ of S 3, T 25 N, R 43 E.W.M. more particularly described below

Assessor's Tax Parcel #s: 35034.0003, 35034.0101

SEWER LINE AND MAINTENANCE ROAD EASEMENT

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **CITY OF SPOKANE**, a political subdivision of the State of Washington ("Grantor"), hereby grants, conveys and warrants to **NATIONWIDE CAPITAL INVESTMENT, LLC**, a Washington Limited Liability Company ("Grantee"), a perpetual non-exclusive easement ("Easement") for the installation and maintenance of an underground sanitary sewer line, and a sewer maintenance road, to be constructed by Grantee over, under, along and across property owned by Grantor legally described in **EXHIBIT "A"** and generally depicted in **EXHIBIT "B"** attached hereto and incorporated herein by reference ("Grantor's Property"). The Easement is created for the benefit of real property owned by the Grantee, legally described on **EXHIBIT "C"** attached hereto and incorporated herein by reference ("Grantee's Property").

1. **PURPOSE AND SCOPE.** This Easement is created for installation, inspection, operation, maintenance, repair, and reconstruction, as reasonable and appropriate for an underground sanitary sewer line and appurtenant facilities ("Sewer Line") for the benefit of the Grantee's Property, as well as other properties that may be served in the future by a sewer utility service provider who may connect the Sewer Line to its overall sewage collection and treatment system. Appurtenant to the Sewer Line and provided for within this Easement is the Grantee's construction, maintenance, and repair of a 12'-wide, all-weather maintenance road ("Maintenance Road") (as required for sewer maintenance access) within the Easement.

Grantor, it's agents, and contractors shall have the right to use and enjoy the Maintenance Road for uses that are consistent with the purposes for which the Easement has been granted, including maintenance and operation of Grantor's Property.

2. **CONSTRUCTION & MAINTENANCE OF EASEMENT IMPROVEMENTS.** Unless otherwise described herein, Grantee, its agents and contractors shall be solely responsible for all expenses and actions associated with permitting, construction, and maintenance of the Sewer Line and Maintenance Road within the Easement (collectively hereinafter “Easement Improvements”). In granting this Easement, the Grantor does not guarantee that the City of Spokane’s Wastewater Management Department (“City Wastewater”) will approve the Grantee’s placement of the Sewer Line within said Easement. Securing approval from City Wastewater shall be the sole responsibility and at the expense of the Grantee. All work associated with construction of the Easement Improvements shall be performed in compliance with all permits, applicable safety regulations, and codes. Grantee shall coordinate construction of the Easement Improvements that could impact the trail system on Grantor’s Property with Grantor prior to beginning work. Grantor may request and require Grantee to provide signage, caution tape and / or other communication tools to enforce temporary closures of trails to facilitate construction of the Easement Improvements as allowed herein. Grantor, at its sole discretion, may also require the Grantee to install reasonable access control structures (i.e. fencing, gates and / or bollards) where the Maintenance Road intersects with traveled roadways (public and private) to protect Grantor’s property from unauthorized motorized use or other illegal activities. After completion of the Easement Improvements and after performance of any maintenance or repair functions after initial completion of the Easement Improvements, all disturbed surface areas not occupied by surface portions of the Easement Improvements shall be recontoured, restored as nearly as practicable to their original condition and planted in a native grass mix coordinated and approved by the Grantor (except to the extent applicable review and approval governmental agencies having jurisdiction require an alternative surface (such as a road bed) (collectively “Restoration Work”). To the extent any trees are removed as part of the Grantee’s construction of the Easement Improvements, Grantee shall utilize reasonably best management practices (“BMPs”) to prevent disease, insect infestation, or damage to other trees and vegetation on the Grantor’s Property.

It is contemplated that upon completion and City acceptance of the Easement Improvements, said improvements will become property of City Wastewater and ongoing repair, maintenance, and / or future restoration, will be performed by the corresponding said entity, unless stated otherwise.

3. **DAMAGE.** Grantee agrees to repair any damage or to compensate Grantor for any damage to Grantor’s property, including the Easement and the Grantor’s Property adjacent to it that may be caused by the Grantee’s exercise of the rights granted herein.

4. **LOCATION AND AMENDMENT OF EASEMENT.** The Parties acknowledge that the exact locations and alignment of the Easement, including the locations of the Easement Improvements to be constructed within the Easement are, as of the Effective Date of this Easement, unknown. It is also understood that the Sewer Line and Maintenance Road, and will be located in the same location or run along the same alignment. In certain cases, the Maintenance Road may need to be separated from the Sewer Line to be able to meet design standards for the Maintenance Road as required by City Wastewater. The Parties agree that the exact locations of all of the Easement Improvements will be determined by Grantee and submitted to Grantor for review based on considerations of efficient and appropriate development, design and configuration of improvements to be made on Grantee’s Property that will adjoin Grantor’s Property and benefit from the Easement; existing termination

points for water and other utilities and services that may be provided for the benefit of Grantee's Property; and topography, subsurface conditions and similar matters as may be determined by Grantee; all of which shall be submitted to the Grantor for review and approval of final Easement location(s) prior to amending Exhibits "A" and "B" herein. Grantor shall not unreasonably withhold approval of the final Easement location(s). The Parties agree that the final Easement location(s) shall minimize impact on the Grantor's Property, including existing trail system, to the extent reasonably possible.

Upon final determination of Easement location(s), Grantee shall cause at its sole expense, such final Easement locations to be surveyed by a qualified and licensed surveyor, with the centerline of the final Easement alignment(s) to be the centerline of the installation with the width of the Easement as necessary and/or required by the governmental entity with jurisdiction over the Easement Improvements (or portions thereof). To the extent no such width requirements are imposed, the Easement for the Sewer Line and Maintenance Road shall be a minimum thirty feet wide unless otherwise approved by City Wastewater.

At that point, legal descriptions for the final Easement location(s) will be prepared at the expense of Grantee by such surveyor. The revised descriptions shall be incorporated into an amendment to this Easement and, upon preparation of said amendment, the same shall be executed by the Parties and then recorded at the sole expense of Grantee. Upon recording, the amendment to this Easement shall fix and constitute the final description of the Easement. Any portions of the area depicted on the diagram attached hereto as Exhibit "B" lying outside of the final Easement location(s) shall be considered released from the effect of this Easement; and any Easements or rights or obligations created hereunder, and title to such portion of Grantor's Property lying outside the final Easement location shall be considered immediately quit claimed and conveyed back to the owner of Grantor's Property.

Provided, to the extent maintenance or repair of any of the Easement Improvements reasonably requires excavation, alteration, or other surface disruption of portions of Grantor's Property, Grantee, Grantee's successors in ownership of Grantee's Property and/or a governmental entity with jurisdiction such as a sanitary sewer system operator, may alter such adjacent portions of Grantor's Property. Any such work shall be performed as expeditiously as is reasonably possible, and provisions and requirements related to original construction, including Restoration Work and BMPs will apply.

5. **TERM.** Unless otherwise provided for herein, the rights granted herein shall be perpetual, shall run with the land and shall be binding upon and benefit the Parties and their respective successors and heirs. See "Assignment" below regarding assigns.

6. **GRANTOR'S WARRANTY.** Grantor warrants and represents that Grantor has the right to grant this easement and the rights described here.

7. **INDEMNIFICATION.** Grantee and the then owner(s) of Grantee's Property and any homeowner's association that may now or hereafter be created for the benefit of the then owners of

Grantee's Property, as applicable (the "Owners"), shall protect, defend, indemnify, and hold harmless Grantor, its officers, officials, employees, and agents while such indemnitor(s) is/are acting within the scope of its/their retained or assumed rights or duties under this Easement from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property) arising therefrom and/or from Grantee's use and maintenance of Sewer Line pursuant to this Easement or from any activity, work or thing done, permitted or suffered by Grantee in or about Grantor's Property. Provided, the Owners will not be required to indemnify, defend, or save harmless Grantor if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole or concurrent negligence or other fault of Grantee, its officers, officials, employees, designees or agents, including while any of them are engaged in the performance of any rights or duties under this Easement. Where any such claim, suit, or action arises out of the concurrent negligence or other fault of both some or all of the Owners and Grantor, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence or other fault.

For this purpose, Grantee, by mutual negotiation, hereby waives with respect to Grantor only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Chapter 51.12 RCW.

These indemnification and waiver provisions shall survive the termination of this Easement.

8. **SUCCESSORS AND ASSIGNS.** The rights and obligations of the Parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns. Grantee may assign, in whole or in part, this Easement without permission of the Grantor.

9. **MODIFICATION.** No modification or amendment to this Easement shall be valid until the same is reduced to writing and executed with the same formalities as this present Easement.

10. **VENUE STIPULATION.** This Easement has and shall be constructed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Easement of any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

11. **WAIVER.** No officer, employee, agent or otherwise of Grantee or Grantor has the power, right or authority to waive any of the conditions or provisions to this Easement. No waiver of any breach of this Easement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Easement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this Easement or to require at any time full and complete performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Easement or any part hereof, or the right of either party to hereafter enforce each and every such provision.

12. **NOTICES.** All notices required or permitted under this Easement shall be in writing and served upon the Parties in person, by certified or registered mail (return receipt requested) directed to the mailing addresses set forth below or the mailing addresses designated by a party (or successor in ownership of all or any portion of Grantee's Property) pursuant to written notice, or by electronic mail to the email address set forth below or the email address designated by a party pursuant to written notice. Any notice so mailed shall be effective three (3) days after mailing. All changes of address shall be effective upon written notice in the fashion provided by this section. The Parties hereby designate the following individuals to receive notice at the time of execution of this Easement:

For Grantee:

Nationwide Capital Investment, LLC
C/O Ryan Buth
12128 N Division St. PMB 178,
Spokane, WA, 99218

For Grantor:

City of Spokane Parks & Recreation Department
C/O Director
808 W. Spokane Falls Blvd. Floor #5
Spokane, WA 99201

13. **ENTIRE AGREEMENT/ALL WRITINGS CONTAINED HEREIN.** This Easement, including the exhibits, contains all of the promises, agreements, terms, conditions, inducements and understandings between the parties relative to the Easement Areas. There are no other written or oral promises, agreements, conditions, inducements, understandings, warranties or representations, expressed or implied, between them other than as set forth herein. Grantor and Grantee each confirm having read and understood this entire Easement, and each now guarantees that no representation, promise, or agreement not expressed in this Easement has been made to induce that Party to execute this Easement.

14. **SEVERABILITY.** If any portion of this Easement should become invalid or unenforceable, the remainder of the Easement shall remain in full force and effect.

15. **ALL WRITINGS CONTAINED HEREIN.** This Easement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Easement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS, WHEREOF, the Parties hereto have caused this instrument to be executed on this ____ day of _____, 2021.

GRANTOR:

APPROVED AS TO FORM:

CITY OF SPOKANE

City Attorney

City Administrator

ATTEST:

City Clerk

STATE OF WASHINGTON)

) SS.

County of Spokane)

On this _____ day of _____, 2021, before me personally appeared _____, and _____ to me known to be the City Administrator, and the City Attorney, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated this _____ day of _____, 2021.

Notary Public in and for the State
of Washington, residing at _____
My Commission Expires: _____

GRANTEE: NATIONWIDE CAPITAL INVESTMENT, LLC

APPROVED AS TO FORM:

Ryan Buth, Member

EXHIBIT “A”

Sewer Line and Maintenance Road Easement Legal Description

To be inserted by amendment executed by the Parties.

EXHIBIT “B”

Sewer Line and Maintenance Road Easement Legal Depiction

To be inserted by amendment executed by the Parties.

EXHIBIT “C”

Grantee’s Property

To be inserted by amendment executed by the Parties.