



**City of Spokane Park Board
Land Committee Meeting**

3:30 p.m. Wednesday, Oct. 04, 2023
Hybrid in-person and WebEx virtual meeting
Al Vorderbrueggen – Park Operations Director

Committee members

- X Greta Gilman – Chair
- X Hannah Kitz
- X Sally Lodato
- X Kevin Brownlee
- Doug Kelley (absent/excused)

Parks staff

- Al Vorderbrueggen
- Carl Strong
- Berry Ellison
- Nick Hamad
- Mike Light
- Fianna Dickson
- Kris Behr

Other City Staff

Patty Kells

Guests

- Noreen Hiskey
- Jeff Lambert
- Deborah Irving
- Melissa Schade

SUMMARY

- The committee passed the following action items which will be presented to the Park Board for consideration and approval:
 - Shamrock Paving, Inc. Change Order #1 / Susie’s Trail Pedestrian Pathway (\$6,317.14 plus tax) – consent agenda item
 - Bacon Concrete, Inc. Change Order 1 / Wildhorse Park playground renovation project (\$16,137.00 plus applicable taxes) – consent agenda item
- A member of the newly formed Friends of Rockwood Triangle presented a request.
- Patty Kells revisited the Grant Park Access Easement proposal.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. Nov. 01, 2023.

MINUTES

The meeting was called to order at 3:30 p.m. by committee chair Greta Gilman.

Public Comments: None

Action items:

1. [Shamrock Paving, Inc. change order #1 / Susie's Trail Pedestrian Pathway \(\\$6,317.14 plus tax\)](#) – Mike Light

Phase 1 of the Susie Stephen's Trail in the West Hills near Finch Arboretum between So. D St. to W. Woodland Blvd. was dedicated last week. Throughout the process, some alterations to the original contract were identified. The original quote called for the removal, replacement, and landscaping of a curb along Woodland, which was determined unnecessary and approximately \$25,000 was credited back. However, in order to meet ADA requirements, additional pathway fill and an additional ADA ramp were installed, adding about \$29,000 to the contract.

Motion #1 – Greta Gilman moved to recommend Shamrock Paving, Inc. Change Order #1 / Susie's Trail Pedestrian Pathway (\$6,317.14 plus tax)

Kevin Brownlee seconded. The motion passed unanimously (4-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the October 12 Park Board meeting agenda.

2. [Bacon Concrete, Inc. Change Order 1 / Wildhorse Park playground renovation project \(\\$16,137.00 plus applicable taxes\)](#) – Berry Ellison

Wildhorse playground is scheduled for its grand opening next week. The upgrades include concrete sidewalks, landscaping, and a new playground. This change order adds a 10ft wide asphalt trail within the Garland Ave right of way. The asphalt pathway will connect the park to the Children of the Sun Trail and to downtown Hillyard.

Motion #2 – Greta Gilman moved to recommend [Bacon Concrete, Inc. Change Order 1 / Wildhorse Park playground renovation project \(\\$16,137.00 plus applicable taxes\)](#)

Kevin Brownlee seconded. The motion passed unanimously (4-0 vote).

The committee agreed to present this recommendation as a consent agenda item on the October 12 Park Board meeting agenda.

Discussion Items:

1. [Rockwood Triangle maintenance](#) – Melissa Schade
 - a. The Rockwood Garden Club is aging, demanding the need for the formation of the Friends of Rockwood Triangle, comprised of neighbors aged 4-74. Melissa, along with fellow Friends member Deborah Irving, would like to see the "Lower Rockwood Triangle transferred to Parks, which would provide more sustainable, frequent care, adhere to and embrace Spokane Park's vision and cohesion with other triangle parks, and ensure preservation, all supported through volunteer effort from the Friends of the Rockwood Triangle."
 - b. The right of way is owned by the Streets Department who takes care of mowing. Landscaping and maintenance have been under the care of Rockwood Garden Club for 63 years. The vision is to have Parks provide irrigation, mowing and soil care along with fall and spring leaf and limb collection. Their hope is Parks will collaborate and guide the Friends group with maintenance initiatives.
 - c. Al Vorderbrueggen stated unlike many Friends groups who have approached this committee with requests, this group has posed a very compassionate request, with an understanding of

the challenges and limitations the City and Parks face. Hannah Kitz also shared her appreciation of the thoughtful, articulate presentation. Whereas Greta expressed concern about limited staffing at Park Operations and would not want to neglect any of the current parks in the system as well as how it aligns with the Master Plan. Al explained that if this committee wishes to pursue this opportunity, it would come back as an action item, which would then go before Park Board. He stated Park Operations staff would work out cost estimates if the committee wishes to pursue further.

2. [Grant Park Access Easement / Grant Park \(\\$ Revenue\)](#) – Patty Kells / Nick Hamad

- a. Last month Patty and prospective business owners met with the committee to share an easement proposal. The subject property, which has been vacant for 10 years, is to the east of the Grant Park adjacent to the tennis court. To recap, an ADA accessible easement is being requested to meet fire code and occupancy requirements. There is a small walkway between the two buildings along Perry St. belonging to the property owner with a gate at the Perry side (locked during non-business hours). The walkway will be used as a fire exit. To connect to the walkway, 180 square feet of Park property must be accessible.
- b. This section of the park incites a high amount of illicit activity with its heavy undergrowth and large trees in need of pruning or removal. Discussion ensued regarding in-kind tree work as appropriate compensation for the easement, which is valued at \$726.60.

Unfinished Business Items: None

Standing Report Items: None

Adjournment: The meeting was adjourned at 4:49 p.m.

The next regularly scheduled Land Committee meeting is set for 3:30 p.m. Wed. Nov. 01, 2023.

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 1**

NAME OF CONTRACTOR: SHAMROCK PAVING, INC.

PROJECT TITLE: SUSIE'S TRAIL PEDESTRIAN PATHWAY

CITY CLERK CONTRACT NUMBER: OPR 2023-0547

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<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT:</u>
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Credit to Omit Curb Removal & Replacement.....	\$ (23,889.60)
Credit to Omit landscape repair along curb.....	\$ (1,200.00)
Install new curb along 'D' Street.....	\$ 5,616.00
Supply & Install Additional Pathway Fill.....	\$ 20,765.74
Construct (1) additional ADA Ramp near W. Trinity Pl.....	\$ 8,575.00

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TOTAL AMOUNT: \$6,317.14

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 194,076.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 194,076.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 6,317.14
REVISED CONTRACT SUM	\$ 200,393.14

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	05/01/2024
CURRENT COMPLETION DATE	05/01/2024
REVISED COMPLETION DATE	05/01/2024

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City

Clerk Pre-Approved as to form: James Richman, Assistant City Attorney

Hamad, Nicholas

From: Cody Rettke <codyr@shamrockpaving.us>
Sent: Tuesday, September 26, 2023 6:57 AM
To: Light, Michael
Cc: Hamad, Nicholas
Subject: RE: Susie Stephens Trail - Substantial Completion Letter

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Mike-

Updated. I split the difference on the additional fill and then revised the curb credit \$5/LF to account for the air spading that I had figured that we didn't do. Let me know if that works. Thanks,

Cody Rettke
Cell - 509 385-3303
codyr@shamrockpaving.us

Description	UOM	QTY	Unit Price	Total
Curb Credit R&R Curb	LF	420	\$ 56.88	\$(23,889.60)
Install New Curb	LF	117	\$ 48.00	\$ 5,616.00
Additional Fill	TON	353.64	\$ 58.72	\$ 20,765.74
Additional Ramp	EA	1	\$ 8,575.00	\$ 8,575.00
Landscape Credit	LS	1	\$(4,750.00)	\$(4,750.00)
				\$ 6,317.14

Spokane Park Board

Briefing Paper



Committee	Land	Committee meeting date: Oct 4, 2023	
Requester	Berry Ellison	Phone number: 509.625.6276	
Type of agenda item	<input type="radio"/> Consent <input type="radio"/> Discussion <input type="radio"/> Information <input checked="" type="radio"/> Action		
Type of contract/agreement	<input type="radio"/> New <input type="radio"/> Renewal/ext. <input type="radio"/> Lease <input checked="" type="radio"/> Amendment/change order <input type="radio"/> Other		
City Clerks file (OPR or policy #)	2023-0592		
Master Plan Goal, Objective, Strategy (Click HERE for link to the adopted plan)	Goal K, Obj. 1	Master Plan Priority Tier: (pg. 171-175)	First
Item title: (Use exact language noted on the agenda)	Bacon Concrete, Inc. Change Order 1 / Wildhorse Park playground renovation project (16,137.00 plus applicable taxes)		
Begin/end dates	Begins: 09/01/2023	Ends: 12/31/2023	<input type="checkbox"/> 06/01/2525
Background/history: This change order consists of the following added improvements: Item 1: Add earthworks and asphalt path to connect park to pedestrian overpass. Item 2: Upgrade Irrigation Heads Item 3: Omit 1gal and 5 gal plants (credit of \$576.00) No Charge: Added Tree protection and 15cy of Playground wood mulch			
Motion wording: Move to approve Bacon Concrete Change Order 1 for Wildhorse Park Playground Renovation Project in the amount of \$16,137.00 plus applicable taxes.			
Approvals/signatures outside Parks: <input checked="" type="radio"/> Yes <input type="radio"/> No If so, who/what department, agency or company: Bacon Concrete, Inc Name: Greg Bacon Email address: greg@baconconcrete.com Phone: 509 924-3900			
Distribution: Parks – Accounting nhamad@spokanecity.org Parks – Sarah Deatrich Requester: Berry Ellison Grant Management Department/Name: tprince@spokanecity.org			
Fiscal impact: <input checked="" type="radio"/> Expenditure <input type="radio"/> Revenue Amount: \$16,137.00 (plus applicable taxes) Budget code: 1950-54920-94000-56504-4802 (Park Capital Funds)			
Vendor: <input checked="" type="radio"/> Existing vendor <input type="radio"/> New vendor			
Supporting documents: <input checked="" type="checkbox"/> Quotes/solicitation (RFP, RFQ, RFB) <input type="checkbox"/> W-9 (for new contractors/consultants/vendors) <input type="checkbox"/> Contractor is on the City's A&E Roster - City of Spokane <input type="checkbox"/> ACH Forms (for new contractors/consultants/vendors) <input checked="" type="checkbox"/> UBI: 601398658 Business license expiration date: <input type="checkbox"/> Insurance Certificate (min. \$1 million in General Liability)			

**CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT
CHANGE ORDER NO. 1**

NAME OF CONTRACTOR: Bacon Concrete, Inc

PROJECT TITLE: Wildhorse Park Playground Renovation Project

CITY CLERK CONTRACT NUMBER: 2023-0592

<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT:</u>
Item 1: Add earthworks and asphalt path.	\$ 16,160.00
Item 2: Upgrade Irrigation Heads	\$ 553.00
Item 3: Omit 1gal and 5 gal plants	(\$ 576.00)

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TOTAL AMOUNT: \$16,137.00

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 142,000.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$ 0.00
CURRENT CONTRACT AMOUNT	\$ 142,000.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 16,137.00
REVISED CONTRACT SUM	\$ 158,137.00

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	12/31/2023
CURRENT COMPLETION DATE	12/31/2023
REVISED COMPLETION DATE	N/A

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk

Approved as to form: _____ Assistant City Attorney

Preserving The Olmstead Triangle Parks

**Honoring Spokane's Unique
Historical Identity**

&

**Enhancing Our
Community's Green Spaces**



Preserving & Maintaining The Olmstead Triangle Parks

- Current Status :
 - A “Right of Way” owned by the Streets Department
 - Turf mowed by Water Dept.
 - Landscaped and Maintained by the Rockwood Garden Club for 63 years



Preserving & Maintaining The Olmstead Triangle Parks

- Project Goal :
 - See the Lower Rockwood Triangle “Park” officially transferred to the Spokane Parks Department, to provide more sustainable, frequent care, adhere to and embrace Spokane park’s vision and cohesion with other triangle parks, and ensure preservation, all supported through volunteer effort from the *Friends of The Rockwood Triangle*



Preserving & Maintaining The Olmstead Triangle Parks

- Present Reality:
 - The Rockwood Garden Club is aging and unable to continue caring for the Olmstead Triangle
 - In its place, 20 households in the neighborhood have formed the *"Friends of the Rockwood Triangle"*, aged 4 to 74
 - This group has spoken to the Water Department, Parks Department and has consulted with other stakeholders, and determined that the best, most sustainable future of the triangle is with the Spokane Parks Department
 - Group includes [Associate Professor of Landscape Architecture & Environmental Planning \(LAEP\) at Utah State University](#)



Preserving & Maintaining The Olmstead Triangle Parks

- Future Vision:
 - To maintain the Triangle for the enjoyment of the public, in coordination with the city, the Parks Department will:
 - Continue to provide irrigation, mowing and soil care
 - Leaf/limb pick up in the Fall and early Spring.
 - Provide the *Friends of The Rockwood Triangle* with guidance that aligns with city initiatives and assists with maintenance, beautification while assisting in caring for the park.
 - Collaborate with *Friends of The Rockwood Triangle* to create a sustainable design, to create efficiencies amongst both teams while preserving this entrance to historic Rockwood











Preserving & Maintaining The Olmstead Triangle Parks

- Public Use:
 - The community already considers this a park and uses it as such
 - Provides green space and recreation for all members of the community, particularly for elderly & disabled residents
 - Only accessible park with crosswalks at major arterials within a 10 minutes' walk of the neighborhood
 - Provides tangible aesthetic value to community



Preserving & Maintaining The Olmstead Triangle Parks

- Benefits to the Park Department:
 - Partnership with the *Friends of Rockwood Triangle*, a group formed to assist with maintenance, fundraising (if needed), and improvement of the Triangle
 - Improving park access to nearby retirement/senior and disabled housing - also close to major medical and rehab centers
 - Compliance with the “Parks Master Plan” for providing a park within 10 minutes’ walk for all residents of Spokane



Preserving & Maintaining The Olmstead Triangle Parks

- Benefits to the Park Department, Cont'd:
 - The triangle is the site of a school bus stop which requires proper sight lines, regular maintenance, and offers traffic calming
 - Continuation of 63 years of leadership by the *Rockwood Garden Club* to maintain one of Spokane's signature aesthetic treasures
 - *Friends of Rockwood Triangle* is committed to coordinating the maintenance of the triangle under a revised MOU with Water until official adoption by the city can be determined, i.e. 2025
 - The Triangle already has a sign in the corner indicating a park status within the city. No new signage will be needed.



Preserving & Maintaining The Olmstead Triangle Parks

- Community Survey Responses, September 2023
 - How often do you frequent the park?
 - *Several time per week...*
 - *Daily...*
 - *I jog by several times a week...*
 - *I love seeing it as I drive to work....*



Preserving & Maintaining The Olmstead Triangle Parks

- Community Survey Responses, September 2023
 - How do you use this green space?
 - *It's on my walking path...*
 - *I enjoy sitting on the bench...*
 - *We love appreciating the gardens....our kids play there....*
 - *Meditation & dog training....*
 - *My kids like to visit and ride their bikes...*
 - *Peaceful walking space & I appreciate the sense of calm...*
 - *I walk there and sit and enjoy the day....*
 - *Meeting place for me family....*



Preserving & Maintaining The Olmstead Triangle Parks

- Community Survey Responses, September 2023
 - Tell us what the Triangle means to you
 - *I love having green spaces in my neighborhood...*
 - *It's such a welcoming point to the neighborhood....shade in the summer....*
 - *It makes me happy because it is a pretty and peaceful spot open to any and all...*
 - *It adds to my love for Spokane....Creates an oasis....*
 - *It's a little triangle of garden and beauty in a lovely area...*
 - *It's such a beautiful entrance to a historic, well regarded neighborhood of Spokane....*
 - *It's a pleasant introduction to beautiful homes that are in my neighborhood....*
 - *I think it's so important to have green space like this.....*



Preserving & Maintaining The Olmstead Triangle Parks

I drive by/enjoy the 12th x Rockwood x Sherman Triangle multiple times a day. Aside from feeling very proud that our city has parks/triangles designed by the Olmsteads, I always think of "Home Runs."

One of my friends, who grew up near the Triangle, once told me that the neighborhood boys used to play baseball there, and that "Home" was located in the Northeast corner...because it was right across from the house on 12th and Sherman, where Tom Foley grew up.

I think of what a "Home Run" it was for Spokane that our Congressman served with distinction as the Speaker of the US House of Representatives.

Thanks for raising the awareness of our wonderful Triangles.

Ed Clark



Preserving & Maintaining The Olmstead Triangle Parks

- The Goal :
 - See the Lower Rockwood Triangle “Park” officially transferred to the Spokane Parks Department, to provide more sustainable, frequent care, adhere to and embrace Spokane park’s vision and cohesion with other triangle parks, and ensure preservation - an effort supported through volunteerism from the *Friends of The Rockwood Triangle*



Preserving & Maintaining The Olmstead Triangle Parks



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QUESTIONS?

THANK YOU!



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

ACCESS EASEMENT

This Access Easement (“Easement”) is made and executed this _____ day of _____, 2022, by THE CITY OF SPOKANE, a municipal corporation of the State of Washington (“City” or “Grantor”), and DARREN L. CHU, a Washington limited liability company; dealing in his sole property (“Grantee”), hereinafter jointly referred to as “Grantee”.

WHEREAS, the City owns certain real property located in the City and County of Spokane, Washington generally described Spokane County Parcel Number 35204.2604 which is more fully described in Exhibit “A” attached hereto (“Park Property”); and having an abbreviated legal description as follows:

20-25-43: COOK & BYER LOTS 2-3 B1; TOG W S 1/2 VAC 10TH LYG N OF AND ADJ TO LT 2; ALSO TOG W/ PTNS OF VAC RDS WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C20856.

WHEREAS, Grantee owns certain real property known as Spokane County Parcel Number 35204.2628, which is more fully described on Exhibit “B” attached hereto (“Benefitted Property”); and

WHEREAS, Grantee has requested an easement for purposes of a required secondary egress and landscaping from the building to their northern portion of their parcel, over a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”); and

WHEREAS, Grantee has requested an easement to facilitate the installation, operation and maintenance for a private walkway access to the northern portion of their parcel, using a portion of the Park Property as described in Exhibit “C” attached hereto (“Access Easement”).

NOW, THEREFORE, in consideration of (TBD), the mutual benefits, covenants and purposes herein stated, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

1. **Easement.** Grantor hereby grants and delivers to Grantee a perpetual easement on, over, under, through, across, and upon those portions of the Park Property described in Exhibit "C" for purpose of providing access ingress, egress and landscaping (the "Access Easement"), and over, through, and across those portions of the Park Property described in Exhibit "A" for purposes of a required secondary egress and landscaping from the building to their northern portion of their parcel (the "Access Easement"), and for no other purposes. Collectively, the Access Easement may be referred to hereinafter as the "Easement".

2. **Purpose.**

A. **Access Easement.** The Access Easement is granted for the purpose of allowing Grantee(s), at all times, to enter the Access Easement for the purpose of a required secondary egress and landscaping from the building to their northern portion of their parcel a required secondary egress from the building to their northern portion of their parcel to the Benefitted Property together with associated landscaping, all at no cost whatsoever to Grantor.

B. **Director Permission Required.** Grantee(s) shall not install or replace any such improvements in the Easement until plans for the same have been reviewed and approved in writing by the Director of Parks and Recreation. Except as expressly provided herein, Grantees shall not use the Easement for any other purpose(s) without the express written permission of the Director of Parks and Recreation.

3. **Non-Exclusive.** The Easement granted herein shall be non-exclusive.

4. **Maintenance.**

A. Grantees shall be responsible for maintenance, repair, and/or replacement of all improvements constructed by Grantees within the Easement. Without limiting the foregoing, Grantees shall, at its sole cost and expense, maintain and keep the Access Easement area and associated improvements and appurtenances in good working condition. Grantees shall maintain an all-weather surface condition. The City shall not be responsible for any routine maintenance, repair or replacement of any portion of the improvements within the Easements.

B. Upon each and every occasion that the Grantees install, repair, maintain, remove, and/or replace improvements of any kind within the Easement, Grantee(s) shall restore Park Property and Grantor's surrounding property to the

condition such property was in prior to any such installation or work, to the extent any damage or disturbance to Park Property was caused by the Grantees' installation, repair, maintenance, removal and/or replacement of its improvements within the Easement area.

C. Prior to the commencement of construction or maintenance activities within the Easement, Grantee(s) shall provide a minimum 14-day notice to Grantor of planned work. Grantee(s) shall call 509.625.6200 and request to be directed to appropriate City staff for coordination of construction or maintenance activity.

D. Grantee(s) shall construct and maintain all improvements within the Easement to the standards required by all authorities having jurisdiction. Access improvements shall include a hard surfaced walkway/access, landscaping and vegetation (including any tree or shrub roots), irrigation, general area lighting improvements, and any other appurtenance as required by authorities having jurisdiction within the Access Easement area.

E. Grantees are responsible for obtaining all required approvals and permits for any activity Grantees undertake within the Easement.

F. Neither Grantee(s), nor their successors or assigns shall be permitted to erect or place any gates, fencing, access controls, accessory structures, building encroachments, or other improvement(s) within the Easement or on Park Property which may limit public access to the Park Property or reduce the area of Park Property available to the public.

5. Successors. The agreements contained herein and the rights granted hereby shall run with the title to the easement areas and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

6. Miscellaneous Provisions.

A. Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services or to pay for any service connections, or installations near or adjacent to the Easements.

B. Each individual executing these easement on behalf of Grantee(s) represents and warrants that they are duly authorized to execute and deliver this Easement on behalf of Grantee(s) in accordance with a duly adopted resolution of Grantees' board of directors or in accordance with Grantees' bylaws (if applicable), and that this Easement is binding upon Grantee(s) and its successor's and assigns, in accordance with its terms.

C.(??) The Grantees shall secure a tree permit from the City of Spokane Urban Forestry Department for all tree work associated with Access Improvements & Utility Improvements and perform all tree work in accordance with City requirements. Grantees shall purchase and install on Park Property a minimum of 1 new tree for each tree removed to construct improvements. Replacement tree type and size shall be selected mutually between Grantees and City Urban Forestry staff.

7. Indemnification. Grantee(s) shall defend, indemnify, hold and save the Grantor harmless from any activity, work or thing done, permitted or suffered by Grantee(s) in or about the Access Easement, except to the extent such claim resulted from the act or omission of Grantor in which case this indemnity provision shall be valid and enforceable only to the extent such claim arose from the act or omission of Grantee(s), its agents or contractors.

8. Insurance. At all times during the term of this Easement, Grantee(s) shall maintain in force at its own expense, General Liability Insurance on an occurrence basis with a combined single limit, of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this lease. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Lessee's occupancy of the premises under this lease; and

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Lessee or its insurer(s) to the City.

As evidence of the insurance coverages required by this Easement, the Grantee(s) shall furnish acceptable insurance certificates to the City at the time the Grantees returns the signed Easement. The certificate shall specify all of the parties who are additional insured, will include applicable policy endorsements, will include the 30 day cancellation clause, and will include the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. Grantees shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

/
/
/
/

Dated this _____ day of _____, 2023.

Washington, residing at Spokane.

Appointment expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, DARREN L CHU signed this instrument,
(Print name)
on oath state that (she/he/they) is/are authorized to execute the instrument as the
PROPERTY OWNER
(Position/Title)
and acknowledge it to be (her/his/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires: _____

STATE OF WASHINGTON :
: ss.
County of Spokane :

I hereby certify that I know or have satisfactory evidence that, on this _____ day of _____, 20____, _____ signed this instrument,
on oath state that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act of such party for uses and purposes mentioned in the instrument.

Exhibit A

Legal Description and Depiction of City Property

A portion of Section 20, Township 25 North, Range 43, E.W.M. in Spokane County, Washington described in as follows:

20-25-43: COOK & BYER LOTS 2-3 B1; TOG W S 1/2 VAC 10TH LYG N OF AND ADJ TO LT 2; ALSO TOG W/ PTNS OF VAC RDS WHICH ATTACH BY OPERATION OF LAW PER ORDINANCE C20856.



Exhibit B

Legal Description and Depiction of Grantees's Property

A portion of Section 20, Township 25 North, Range 43, E.W.M. in Spokane County, Washington described in as follows:

20-25-43 THE NORTH 50 FEET OF LOTS 23-24 BLOCK 1; TOGETHER WITH THE SOUTH 10 FEET OF LOT 1 BLOCK 1 OF COOK AND BYERS ADDITION.

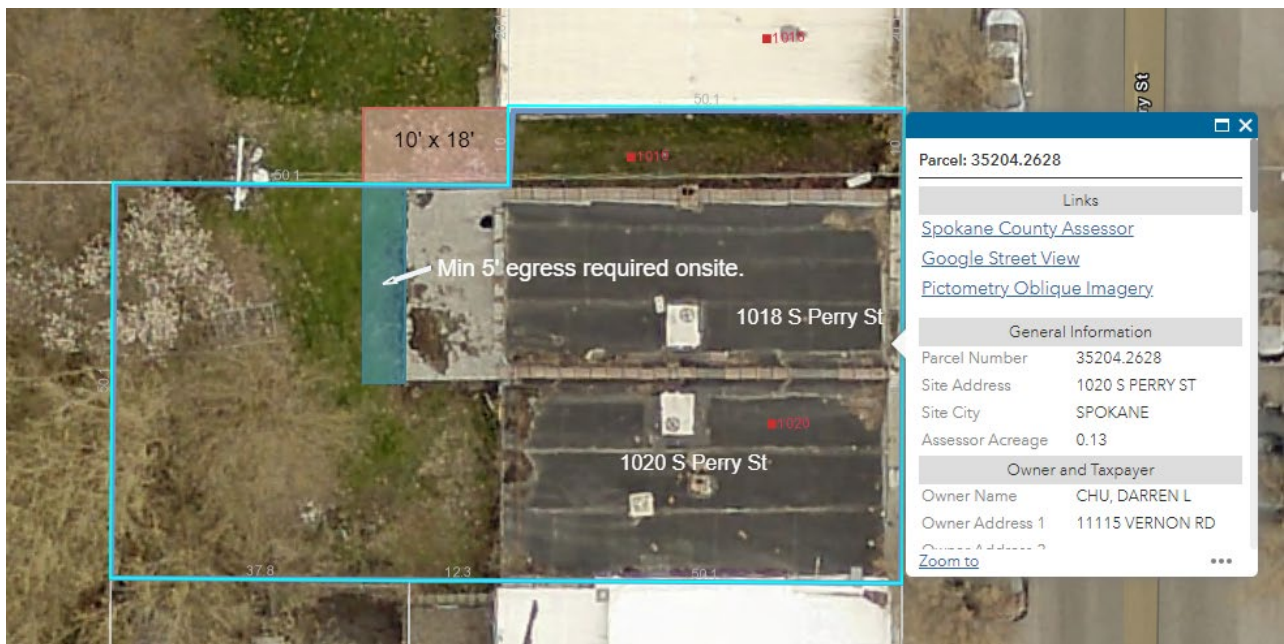


Exhibit C

Legal Description and Depiction of Access Easement

