

Skywalk # 921

Easement C18290

Parkade, Inc.

Manager  
Parking

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Pinner  
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EASEMENT

THIS INDENTURE Made this 18<sup>th</sup> day of November, 1965, between the City of Spokane, a municipal corporation, hereinafter referred to as the Grantor, and Parkade, Inc., a corporation, hereinafter referred to as the Grantee;

WHEREAS, the Grantor owns and controls as a municipal corporation and a first class city of the State of Washington the right-of-way over all streets, alleys, sidewalks, thoroughfares and public ways of passage embraced within the corporate limits of said City of Spokane, and

WHEREAS, the Grantee is constructing in said City in an area on Main Avenue between Stevens Street and Howard Street a parking garage, and

WHEREAS, said Grantee has filed heretofore with the City Engineer of the Grantor certain plans and specifications covering amongst other things said parking garage and skywalks or overhead walkways whereby over and above the sidewalks and streets of the area surrounding said parking garage pedestrian traffic may move to office buildings, department stores and other types of buildings, and

WHEREAS, for various reasons the ramp garage building to be built or constructed by the grantee will have overhanging eaves extending over the Grantor's public right-of-way, as well as certain ramps and approaches, and

WHEREAS, the Grantee will establish various street plantings as a part of public beautification, together with suitable lighting in the area surrounding such garage building and on the skyways, walkways, ramps and stairways above noted, and

WHEREAS, such public plantings, skywalks, walkways, ramps, stairways and other matters herein described shall be to the public advantage and benefit and to the mutual advantage of the parties hereto, and

WHEREAS, in consideration of the substantial mutual advantages to the parties hereto, which mutual advantages are by both parties acknowledged, it has been agreed that the Grantor shall grant to the Grantee an easement as hereinafter provided upon conditions hereinafter provided.

NOW, THEREFORE, this indenture WITNESSETH:

That in consideration of said mutual advantages the Grantor hereby grants to the Grantee, its successors and assignees, full, free

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right and authority to erect such skywalks, overhead walkways, ramps, approaches and pedestrian ways as are set forth in the plans and specifications above noted, together with the extended eaves on said ramp garage building, as per the plans and specifications, together with such street plantings and suitable lighting as set forth in the plans and specifications above noted.

The Grantee hereby covenants with the Grantor that it, its successors, designates and assignees, shall abide by, during the term of this easement, the following conditions:

1. That the easement by this instrument granted shall include the right to build, construct and maintain the elevated walkways, skywalks, ramps, stairways and extended eaves above noted, but the walkways, skywalks and elevated pedestrian ways above noted shall be dedicated to the public use and shall be maintained through their life for such use.

2. The lighting of the walkways, elevated pedestrian ways, stairways, skywalks and ramps as in the plans and specifications on file above noted, shall be lighted and illuminated in a manner subject to the approval of the Traffic Engineer of the Grantor municipal corporation, and shall be so designed, built and maintained as not to create traffic or pedestrian hazard.

3. That the elevated pedestrian ways, stairways, skywalks and ramps above noted shall at no time during the life of this easement carry upon their exteriors commercial advertising, but nothing in this paragraph contained shall prohibit the Grantee or those operating by, under or through it, from making suitable and proper direction designations.

4. That the relocation of public facilities in the nature of traffic signals, street lights, and public utilities necessitated by the construction of all the various parts of the parking garage and appurtenances exemplified by the plans and specifications on file shall be accomplished to the satisfaction and direction of the Traffic Engineer and the Director of Public Works and Utilities of the City of Spokane without cost to the Grantor.

5. That the planting of trees and/or shrubs as indicated on the plans and specifications shall be installed and maintained in a manner so as not to interfere with traffic signals, signs, street lights, public utilities or the safe movement of pedestrians or vehicles.

6. That the Grantee and/or its successors, designates and assignees, or those who shall in any way follow it in interest, shall

maintain sufficient and adequate public liability insurance for the financial protection of the public, and shall at all times maintain the Grantor as a co-insured in its liability insurance coverage and shall maintain such insurance coverage so as to be constantly in force, and in any event shall hold the Grantor free and clear of liability and kept harmless by reason of the building, maintenance and/or operation of said ramp garage and/or the appurtenant facilities and public ways above noted.

7. The easement and permissions by this instrument granted shall be in full force and effect so long as the facilities for which they are granted are operated for the use and purpose for which they have been installed and constructed, but when hereafter such facilities for which this easement is granted shall cease to be used, operated and maintained as aforesaid, then the easement granted shall cease and all the rights of Grantee, its successors, designates and/or assignees shall cease as though this easement had not been granted, nor the ordinance of the Grantor, No. C18290, authorizing it had not been enacted.

IN WITNESS WHEREOF, the Grantor has this 18<sup>th</sup> day of November, 1965, caused this instrument to be executed by its appropriate officers.

CITY OF SPOKANE

By *Paul R. Jensen*  
Its Mayor

Attest:

*a. Brown*  
Its City Clerk

Approved as to Form

*Marion Bellender*  
Corporation Counsel

Approved

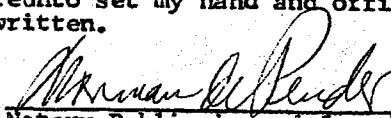
*J. Mulvren*  
City Manager

STATE OF WASHINGTON;

County of Spokane : ss.

On this 18 day of November, 1965, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NEAL R. FOSSEEN and A. A. BROWN, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal 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.

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

