

From: Tod Marshall, Peaceful Valley Resident  
RE: Dedicating the Peaceful Valley Basketball Court

I live in Peaceful Valley, and we have a paved Hoopfest basketball court beneath the Maple Street Bridge at the center of our neighborhood. For the last several years, no neighbor has used the court more than Jerry Talley—sun, rain, snow, sleet (the givens of Spokane weather) and Jerry will be out at the court, shooting, rebounding, chasing missed shots. What makes this compelling: he's seventy-one years old. Perhaps you saw him last year on the cover of the Spokesman Review's Hoopfest insert. Jerry was the oldest player in last year's tournament, and, sadly, just before last year's tournament, he lost his wife of 50+ years, Roberta (<http://www.spokesmanreview.com/hoopfest/2010/stories/?ID=333844>).

Jerry persevered through the loss of his wife and continued to play out on the court until about six weeks ago. A slight cough led to trouble breathing and, eventually, the emergency room at Deaconess. Doctors discovered an inoperable tumor in his throat. Jerry's home now, receiving hospice care, but he won't shoot baskets again on his beloved court.

Which brings me to my request: the court is in so many ways *Jerry's Court*, and I think that it would be a befitting honor to dedicate the court to him and his energy and enthusiasm. At the suggestion of Leroy Eadie, I queried Matthew Phillipy and our neighborhood council and de facto neighborhood email list (over 70' residents of the neighborhood). The response has been uniformly positive—many neighbors have volunteered to help fund the dedication.

Although I am not certain of what the dedication would exactly entail—and am open to suggestions from the Parks Department—I understand the policy regarding such mementos and the impulse to keep the parks from taking on too morose an atmosphere. If painting one of the backboards seems to difficult in terms of maintenance, then perhaps a plaque or sign mounted on a bridge abutment or the small shelter could provide the dedication. If the parks department approves this request, then I thought I'd work with Jerry's family in order to come up with appropriate text. My initial impulse, though, is to celebrate his spirit and love for the game of basketball. Let me explain briefly: I've played many games with Jerry out on the court (as have other neighbors). In the chill of winter or the heat of summer, Jerry's mantra always seemed to be "One More?" No matter how hot and sweaty and tired we were, Jerry always had it in him for one more game. Teenagers, Twenty-somethings, middle-aged former-athletes: Jerry would outlast all of us.

So: perhaps something like this would make a good dedication:

"One More"

In honor of the enthusiasm and spirit of basketball player Jerry Talley who even in his eighth decade always encouraged each of us to find the strength and perseverance to play "one more game." He will be missed.

If this doesn't seem appropriate, then I can tinker with the concept. I have no real sense of

the cost and size of such a plaque; I'd want it to be large enough to be easily read and placed, perhaps, high enough up on the concrete of the bridge or building to avoid easy defacement. It seems, though, that cost will not be a limiting factor; several neighbors have already pledged commitments.

Thank you for your time.

Sincerely,

Tod Marshall

1629 W. Clarke Avenue

504 455 5462



# FOUNDATION

P.O. Box 3661 Spokane, WA 99202-3661

RECEIVED

MAR 23 2011

PARK OPERATIONS

03 16 2011

SPOKANE PARKS AND RECREATION

808 W SPOKANE FALLS BLVD

SPOKANE WA 99201-3317

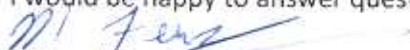
Dear Park Board,

The Hispanic Business & Professional Association (HBPA) will have it's fifth annual Hispanic Heritage Festival on August ~~20<sup>th</sup>~~<sup>13<sup>th</sup></sup>, at Harmon Park in Hillyard. A purpose of HBPA is to provide scholarships to Hispanic students. HBPA has in the last 10 years contributed over \$100,000 in scholarships to deserving Hispanic students.

Last years event was attended by by approximately 2000 Spokane citizens. The main attractions at this family event were music, food, kids fun zone, many craft vendors, and informational booths. A proclamation was read by County commissioner Mark Richard. We were also fortunate to have Mayor Verner address the crowd.

It is our desire for 2011 have a beer garden during the event. We respectfully request that the park board waive the one time per year permit for such a garden. HBPA will have liability insurance in place to cover any contingencies. In addition to our own security we will also have help from deputies provided by Sheriff Knosevich.

I would be happy to answer questions you may have.

  
Michael Fernandez

Co-Chair Hispanic Heritage Festival

**AUDITOR'S CERTIFICATE**

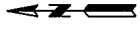
FILED FOR RECORD BY: \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009,  
 AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ AM,  
 AND RECORDED IN VOLUME \_\_\_\_\_ OF SURVEYS  
 ON PAGE(S) \_\_\_\_\_

COUNTY AUDITOR \_\_\_\_\_

AUDITOR'S FILE NO. \_\_\_\_\_

E 1/4 SECTION 35  
 FOUND 1 1/4" STEEL PIN IN IRON  
 PIPE IN MONUMENT CASE  
 REFERENCES FOUND:  
 -S85°W 28.05' (28.01'-SR2)  
 -S85°W 28.05' (28.01'-SR2)  
 -N85°W 28.05' (28.01'-SR2)



SCALE 1"=200'

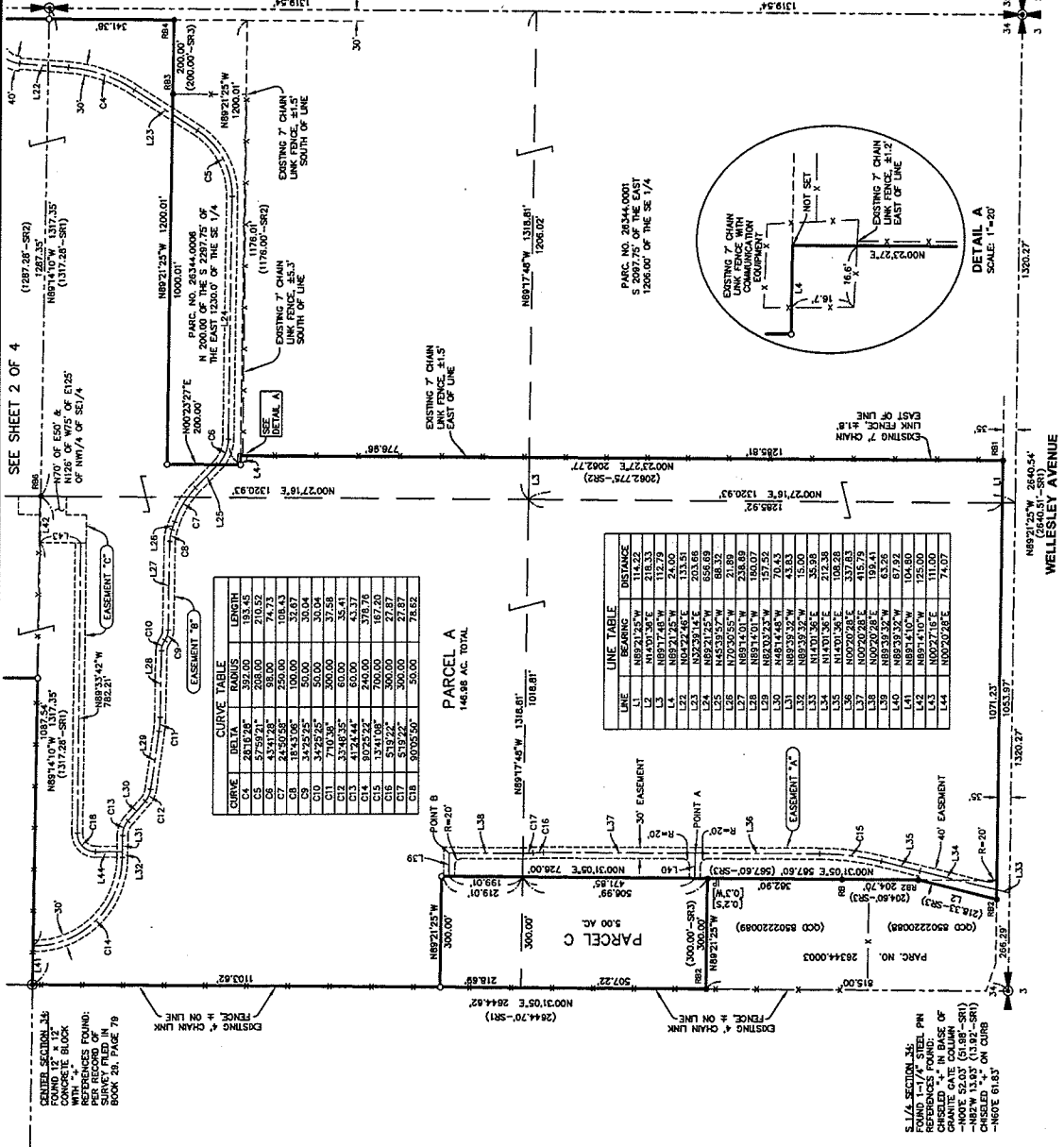
**LEGEND**

- SET 1/2" REBAR & "LANDTEK LS 28390" CAP
- MON ○ FOUND CITY OF SPOKANE STANDARD MONUMENT
- RM ○ FOUND 5/8" REBAR & "LS 18741" CAP
- RS ○ FOUND 1/2" REBAR & "ABC 7317/1315" CAP
- RS3 ○ FOUND 5/8" REBAR & "LS 13775" CAP
- RM4 ○ FOUND 5/8" REBAR, ILEORBLE CAP
- RS5 ○ FOUND 1/2" REBAR, NO CAP
- RM6 ○ FOUND 3/4" REBAR, NO CAP
- RM7 ○ FOUND 1/2" REBAR & CAP "DALE PLS 28270"
- MAS A FOUND MAGNAIL & TAG "1315-28270"
- P ○ FOUND 1/4" IRON PIPE

**SURVEY REFERENCES**

- (SR1) RECORD OF SURVEY FILED IN BOOK 28 OF SURVEYS, PAGE 7A, BETHINK, DECEMBER 1982
- (SR2) RECORD OF SURVEY FILED IN BOOK 108 OF SURVEYS, PAGES 7-3, MADRINE, SEPTEMBER 2003
- (SR3) RECORD OF SURVEY FILED IN BOOK 48 OF SURVEYS, PAGE 64, CLARK, JANUARY 1983
- (SR4) RECORD OF SURVEY FILED IN BOOK 48 OF SURVEYS, PAGE 56, LEMMEBER, APRIL 1991
- (SR5) LIMESTONE ASSOCIATES CITY SHORT PLAT #44-06 FILED IN BOOK 3 OF SURVEYS, PAGES 30-31, MOORE, AUGUST 1984
- (SR6) PLAT OF PARK PLACE BOSTON FILED IN BOOK 34 OF PLATS, PLS 16-17, DALE, JULY 2007

SE CORNER SECTION 35  
 FOUND BRASS PIN IN 2" IRON PIPE  
 IN MONUMENT CASE  
 REFERENCES FOUND:  
 -N46°E 53.36' (53.37'-SR2)  
 -S46°E 53.36' (53.37'-SR2)  
 -S46°E 53.36' (53.37'-SR1)  
 -N41°W 42.91' (42.84'-SR2)

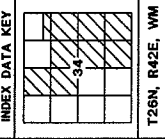


**CURVE TABLE**

CHORD	BEARING	CHORD	BEARING	CHORD	BEARING
C4	87°59'21"	203.00	210.52		
C5	43°31'28"	95.00	74.73		
C6	24°50'58"	250.00	108.43		
C7	88°52'24"	300.00	30.04		
C8	34°29'25"	50.00	30.04		
C9	71°03'38"	300.00	37.56		
C10	35°48'35"	60.00	35.41		
C11	80°25'22"	240.00	378.76		
C12	1°34'10"	700.00	167.20		
C13	51°32'22"	300.00	27.87		
C14	31°32'22"	300.00	27.87		
C15	80°28'56"	280.00	75.92		

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N89°21'55"W	114.22
L2	N14°01'26"E	218.33
L3	N89°17'45"W	115.79
L4	N89°17'45"W	115.79
L5	N89°17'45"W	115.79
L6	N89°17'45"W	115.79
L7	N89°17'45"W	115.79
L8	N89°17'45"W	115.79
L9	N89°17'45"W	115.79
L10	N89°17'45"W	115.79
L11	N89°17'45"W	115.79
L12	N89°17'45"W	115.79
L13	N89°17'45"W	115.79
L14	N89°17'45"W	115.79
L15	N89°17'45"W	115.79
L16	N89°17'45"W	115.79
L17	N89°17'45"W	115.79
L18	N89°17'45"W	115.79
L19	N89°17'45"W	115.79
L20	N89°17'45"W	115.79
L21	N89°17'45"W	115.79
L22	N89°17'45"W	115.79
L23	N89°17'45"W	115.79
L24	N89°17'45"W	115.79
L25	N89°17'45"W	115.79
L26	N89°17'45"W	115.79
L27	N89°17'45"W	115.79
L28	N89°17'45"W	115.79
L29	N89°17'45"W	115.79
L30	N89°17'45"W	115.79
L31	N89°17'45"W	115.79
L32	N89°17'45"W	115.79
L33	N89°17'45"W	115.79
L34	N89°17'45"W	115.79
L35	N89°17'45"W	115.79
L36	N89°17'45"W	115.79
L37	N89°17'45"W	115.79
L38	N89°17'45"W	115.79
L39	N89°17'45"W	115.79
L40	N89°17'45"W	115.79
L41	N89°17'45"W	115.79
L42	N89°17'45"W	115.79
L43	N89°17'45"W	115.79
L44	N89°17'45"W	115.79



**LandTek, LLC**  
 PROFESSIONAL LAND SURVEYORS  
 619 N. WADELA STREET  
 SPOKANE, WASHINGTON 99202  
 PHONE (509)926-2821 FAX (509)926-2736

RECORD OF SURVEY  
 SHEET 1 OF 4  
 PORTIONS OF THE SE 1/4, NE 1/4 AND NW 1/4  
 OF SECTION 35, T26N, R42E, W.M.  
 CITY OF SPOKANE, WASHINGTON  
 SPOKANE COUNTY, WASHINGTON

FILE: 08-1302\MBI STADIUM.dwg 1/27/2009 11:35:47 AM PST  
 JOB NO: 08-1302  
 FB NO: 151

**BASIS OF BEARINGS**  
 THE BEARING OF N89°21'55"W ALONG THE SOUTH LINE  
 OF THE SOUTHWEST QUARTER OF SECTION 35, T26N,  
 R42E, W.M. IS THE BASIS OF BEARINGS FOR THIS  
 SURVEY. SEE BOOK 28 OF SURVEYS, PAGE 7A.

**EQUIPMENT AND PROCEDURES**  
 THIS SURVEY WAS PERFORMED WITH A TOPCON  
 Hiper-Lite GLOBAL POSITIONING SYSTEM USING REAL  
 TIME KINEMATIC SURVEY PROCEDURES.

**SURVEYOR'S CERTIFICATE**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE  
 BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH  
 THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT  
 THE REQUEST OF \_\_\_\_\_  
 IN FEBRUARY 2008 THROUGH JANUARY 2009.

BRUCE R. LARSEN, PLS  
 CERTIFICATE NO. 28390  
 DATE \_\_\_\_\_

**AUDITOR'S CERTIFICATE**  
FILED FOR RECORD BY:

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008,  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M.,  
AND RECORDED IN VOLUME \_\_\_\_\_ OF SURVEYS  
ON PAGE(S) \_\_\_\_\_

COUNTY AUDITOR \_\_\_\_\_

AUDITOR'S FILE NO. \_\_\_\_\_



**LEGEND**

- SET 1/2" REBAR & "LANDTEK LS 26300" CAP
- MON @ FOUND CITY OF SPOKANE STANDARD MONUMENT
- RBI \* FOUND 5/8" REBAR & "LS 10741" CAP
- R02 \* FOUND 1/2" REBAR & "MBC 2171/1316" CAP
- R03 \* FOUND 5/8" REBAR & "LS 13775" CAP
- R04 \* FOUND 5/8" REBAR, ALLEGIBLE CAP
- R05 \* FOUND 1/2" REBAR, NO CAP
- R06 \* FOUND 3/4" REBAR, NO CAP
- R07 \* FOUND 1/2" REBAR & CAP "DALE PLS 29270"
- MAG \* FOUND MAGNAIL & TAG "13115-39270"
- P \* FOUND 1/4" IRON PIPE

**SURVEY REFERENCES**

- (SR1) RECORD OF SURVEY FILED IN BOOK 1337-10, PAGE 79, BENTHIN, DECEMBER 1932
- (SR2) RECORD OF SURVEY FILED IN BOOK 100 OF SURVEY PLATS, PAGE 100, VALENTINE, SEPTEMBER 2003
- (SR3) RECORD OF SURVEY FILED IN BOOK 33 OF SURVEYS, PAGE 64, CLARK, JANUARY 1985
- (SR4) RECORD OF SURVEY FILED IN BOOK 100 OF SURVEY PLATS, PAGE 58, LEWISBERG, APRIL 1901
- (SR5) PLAT OF THE ASSOCIATED CITY SHORT PLAT, PLAT 34 OF PLATS, POS. 16-17, AUGUST 1984
- (SR6) PLAT OF PARK PLACE ADDITION FILED IN BOOK 34 OF SURVEYS, POS. 16-17, BAL, JULY 2007

CURVE	BEARING	DISTANCE	BEARING
C1	273°24'00"	45.00	21°37'
C2	154°02'00"	150.00	41°33'
C3	85°58'37"	70.00	105.06

**INDEX DATA KEY**

34	T26N, R42E, W1M
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**LandTek, LLC**  
PROFESSIONAL LAND SURVEYORS

619 N. MADEIRA STREET  
SPOKANE, WASHINGTON 99202  
PHONE (509)826-3821 FAX (509)826-2736



FB NO: 151  
JOB NO: 08-1302

**RECORD OF SURVEY**  
SHEET 2 OF 4

PORTIONS OF THE SE 1/4, NE 1/4 AND NW 1/4  
OF SECTION 34, T.26N, R.42E, W.1M,  
CITY OF SPOKANE,  
SPOKANE COUNTY, WASHINGTON

FILE: 08-1302\ALBI STADIUM.dwg 1/27/2009 11:32:47 AM PST

**SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF \_\_\_\_\_ CITY OF SPOKANE IN FEBRUARY 2008 THROUGH JANUARY 2009.

BRUCE R. LARSEN, PLS  
CERTIFICATE NO. 25300  
DATE \_\_\_\_\_



**BASIS OF BEARINGS**

THE BEARING OF N89°21'57"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 34, T26N, R42E, W1M, PER THE RECORD OF SURVEY FILED IN BOOK 25 OF SURVEYS, PAGE 79

**EQUIPMENT AND PROCEDURES**

THIS SURVEY WAS PERFORMED WITH A TOPCON Hiper-LITE GLOBAL POSITIONING SYSTEM USING REAL TIME AIRBORNE SURVEY PROCEDURES.



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SEE SHEET 1 OF 4

SEE SHEET 2 OF 4

SEE SHEET 3 OF 4

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**PROPOSED PARCEL DESCRIPTIONS**

**PARCEL A**

The Southwest Quarter of Section 34, Township 26 North, Range 42 East, W.M.;  
EXCEPT the North 200.00 feet of the South 2297.75 feet of the East 1230.00 feet of said Southeast Quarter;  
AND EXCEPT the East 1205.00 feet of the South 2097.75 feet of the East Half of said Southeast Quarter;  
AND EXCEPT that portion of said Southeast Quarter described as follows:  
Beginning at the South quarter corner of said Section 34; thence S89°21'25"E (N037°11'11"E record), along the northern right of way line of Wellesley Avenue and the TRUE POINT OF BEGINNING; thence continuing N00°31'05"E (N00°31'11"E record), along said west line, 755.00 feet to a point on the north line of the south 815.00 feet of said Southeast Quarter; thence S89°21'25"E, parallel with the south line of said Southeast Quarter, 300.00 feet; thence S21°42'00"E (part of the northern right of way line of Wellesley Avenue; thence S14°01'36"W (S14°01'42"W record), 218.33 feet to a point on said northerly right of way line of Wellesley Avenue; along said northerly right of way line the following two (2) courses: (1) N89°21'25"W 174.00 feet; (2) thence N70°55'04"W 79.11 feet to the True Point of Beginning;  
AND EXCEPT the North 726.00 feet of the South 1541.00 feet of the West 300.00 feet of said Southeast Quarter.

TOGETHER WITH the South 270.00 feet of the Northeast Quarter of the Northeast Quarter of said Section 34;  
AND TOGETHER WITH the Southeast Quarter of the Northeast Quarter of said Section 34;

AND TOGETHER WITH the East 490.87 feet of the Southwest Quarter of Section 34, Township 26 North, Range 42 East, W.M., also known as the portion of said Southeast Quarter, per plat thereof recorded in Book 1 of Plats, Page 51;

AND EXCEPT rights of way for Wellesley Avenue and Assembly Street, situate in the City of Spokane, County of Spokane, State of Washington.

**PARCEL B**

The Southwest Quarter of the Northeast Quarter of Section 34, Township 26 North, Range 42 East, W.M., also known as the portion of said Southeast Quarter, per plat thereof recorded in Book 1 of Plats, Page 51;  
EXCEPT the East 490.87 feet thereof;  
situate in the City of Spokane, County of Spokane, State of Washington.

**PARCEL C**

The North 726.00 feet of the South 1541.00 feet of the West 300.00 feet of the Southeast Quarter of Section 34, Township 26 North, Range 42 East, W.M.;  
situate in the City of Spokane, County of Spokane, State of Washington.

**PROPOSED EASEMENT DESCRIPTIONS**

**EASEMENT "B"**

A strip of land of varying width, lying on each side of the following described centerline, located in the East Half of Section 34, Township 26 North, Range 42 East, W.M.:

COMMENCING at a brass pin in a 2" iron pipe marking the East quarter corner of said Section 34; thence N89°14'10"W 30.00 feet along the South line of the Northeast Quarter of said Section 34 to the westerly right of way line of Assembly Street; thence N00°22'22"E 143.87 feet along said westerly right of way line to the Point of Beginning of said centerline;  
thence through the following two (2) courses, with said strip of land lying 20.00 feet each side of said centerline:  
1) N89°37'38"W 50.96 feet to the beginning of a 70.00 foot radius curve to the left; 2) thence along said curve through a central angle of 89°59'37", an arc distance of 105.00 feet;

thence through the following described courses, with said strip of land lying 15.00 feet each side of said centerline: S04°22'46"E 133.51 feet to the beginning of a 392.00 foot radius curve to the right; thence along said curve through a central angle of 193.45 degrees, an arc distance of 193.45 feet; thence along said curve through a central angle of 53°23'38" 14"W 203.66 feet to the beginning of a 200.00 foot radius curve to the right; thence along said curve through a central angle of 57°59'21", an arc distance of 210.52 feet; thence N89°21'25"W 656.69 feet, parallel with and 2131.40 feet north of the south line of the Southeast Quarter of said Section 34, to the beginning of a 95.00 foot radius curve to the right; thence along said curve through a central angle of 171°58'37", an arc distance of 74.73 feet; thence N45°39'57"W 88.32 feet to the beginning of a 250.00 foot radius curve to the left; thence along said curve through a central angle of 24°30'58", an arc distance of 108.43 feet; thence N70°50'55"E 21.89 feet to the beginning of a 100.00 foot radius curve to the left; thence along said curve through a central angle of 183°30'58" 14"W 177.87 feet; thence N89°14'10"W 238.89 feet to the beginning of a 50.00 foot radius curve to the right; thence along said curve through a central angle of 34°25'25", an arc distance of 30.04 feet to the beginning of a 50.00 foot radius reverse curve to the left; thence along said curve through a central angle of 107°45'25" an arc distance of 30.04 feet; thence along said curve through a central angle of 41°24'44", an arc distance of 43.37 feet; thence N89°39'32"W 58.83 feet to the beginning of a 240.00 foot radius curve to the right; thence along said curve through a central angle of 90°25'22", an arc distance of 378.76 feet to a point on the north line of the Southeast Quarter of said Section 34; thence N04°00'00"E 12.00 feet to the center of a concrete monument marking the Center of said Section 34 and the Point of Terminus of this centerline description;

TOGETHER WITH land encompassed by the side lines of said strip of land 60.00 feet wide, measured from the centerline, following the (2) courses: 1) concave northwestward at the juncture of the north side line of said strip with the westerly right of way line of Assembly Street, 2) concave southwestward at the juncture of the south side line of said strip with the westerly right of way line of Assembly Street;  
situate in the City of Spokane, Spokane County, Washington.

TOGETHER WITH land encompassed by the side lines of said strip of land 60.00 feet wide, measured from the centerline, following the (2) courses: 1) concave northwestward at the juncture of the north side line of said strip with the westerly right of way line of Assembly Street, 2) concave southwestward at the juncture of the south side line of said strip with the westerly right of way line of Assembly Street;  
situate in the City of Spokane, Spokane County, Washington.

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD BY: \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009,  
AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M.,  
AND RECORDED IN VOLUME \_\_\_\_\_ OF SURVEYS  
ON PAGE(S) \_\_\_\_\_  
COUNTY AUDITOR \_\_\_\_\_  
AUDITOR'S FILE NO. \_\_\_\_\_

**EASEMENT "C"**

A strip of land 30.00 feet in width, lying 15.00 feet on each side of the following described centerline, located in the Northeast Quarter of Section 34, Township 26 North, Range 42 East, W.M.:

COMMENCING at a 3/4" rebar marking the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 34; thence N89°14'10"W 23.00 feet along the north line of said Northwest quarter of the Southeast quarter of said Section 34, 11.00 feet to the POINT OF BEGINNING of said centerline;

thence N89°33'42"W 782.21 feet to the beginning of a 50.00 foot radius curve to the left; thence along said curve through a central angle of 90°05'50", an arc distance of 78.62 feet; thence S00°20'26"W 74.07 feet to the Point of Terminus of said centerline.

TOGETHER WITH the North 70.00 feet of the East 50.00 feet AND the North 126.00 feet of the West 75.00 feet of the East 125.00 feet of Northwest quarter of the Southeast quarter of said Section 34;  
situate in the City of Spokane, Spokane County, Washington.

**EASEMENT "D"**

The East 50 feet of the South 60 feet of the Southwest quarter of the Northeast quarter of Section 34, Township 26 North, Range 42 East, W.M.;  
ALSO described as a portion of Block C of FIRST ADDITION TO FAIRMOUNT MEMORIAL PARK as per plat thereof recorded in Volume 1 of Plats, Page 51;  
EXCEPTING THEREFROM any individual lots or crops which have been conveyed or contracted to be conveyed; situate in the City of Spokane, County of Spokane, State of Washington.



**SURVEYOR'S CERTIFICATE**  
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF \_\_\_\_\_ CITY OF SPOKANE, IN FEBRUARY 2008 THROUGH JANUARY 2009.  
BRUCE R. LARSEN, PLS. DATE \_\_\_\_\_  
CERTIFICATE NO. 24390

**BASIS OF BEARINGS**  
THE BEARING OF N89°21'25"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, T26N, R42E, W.M., FOR THE RECORD OF SURVEY FILED IN BOOK 26 OF SURVEYS, PAGE 79.  
**EQUIPMENT AND PROCEDURES**  
THIS SURVEY WAS PERFORMED WITH A TOPCON HIPP-11E GLOBAL POSITIONING SYSTEM USING REAL TIME KINEMATIC SURVEY PROCEDURES.

**RECORD OF SURVEY**  
SHEET 4 OF 4  
PORTIONS OF THE SE 1/4, NE1/4 AND NW 1/4 OF SECTION 34, T26N, R42E, W.M. SPOKANE COUNTY, WASHINGTON  
FILE: 08-1302\ALB1 STADIUM.dwg 1/21/2009 11:32:47 AM PST  
FB NO: 151  
JOB NO: 08-1302  
T26N, R42E, W.M.

**LandTek, LLC**  
PROFESSIONAL LAND SURVEYORS  
619 N. MADEIRA STREET  
SPOKANE, WASHINGTON 99202  
PHONE (509)826-2821 FAX (509)826-2736  
**INDEX DATA KEY**  
34  
T26N, R42E, W.M.

EASEMENT EXCHANGE AGREEMENT

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This Agreement is entered into as of \_\_\_\_\_, 2011 (the "Effective Date"), by and between FAIRMOUNT MEMORIAL ASSOCIATION, a Washington nonprofit corporation ("Fairmount"), and the CITY OF SPOKANE, a Washington municipal corporation ("City").

WHEREAS, Fairmount and the City are desirous of entering into an agreement whereby Fairmount will grant certain recreational trail easements to the City, and whereby the City will grant certain access easements to Fairmount.

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, Fairmount and City agree as follows:

1. Grant of Trail Easement. Subject to the terms of this Agreement, Fairmount agrees to grant and convey to City a trail and access easement in substantial form and content as set forth in Exhibit "A" hereto ("Recreational Trail Easement").
2. Grant of Access Easement. Subject to the terms of this Agreement, City agrees to grant and convey to Fairmount an access easement in substantial form and content as set forth in Exhibit "B" hereto ("Access Easement").
3. Consideration. The Parties hereby agree that the reciprocal transfers of easements, as identified in Sections 1 and 2 above, provide sufficient consideration for the mutual undertakings and easement grants contemplated in this Agreement. The parties acknowledge that it would be difficult, if not impossible, to ascribe a value to the reciprocal easement rights contemplated in this Agreement. Each party, therefore, waives any right to receive, or to require the other party to obtain, an appraisal of the easement rights contemplated in this Agreement.
4. Conditions to Closing.

4.1 City's contingencies. City's obligation to grant the Access Easement is expressly contingent upon the following:

4.1.1 Recreational Trail Easement. The Recreational Trail Easement must be executed and delivered to the Escrow Agent (defined in Section 5 below) for recording.

4.1.2 Representations and warranties. All of Fairmount's representations and warranties contained in or made pursuant to this Agreement being true and correct when made and as of the Closing Date;

The foregoing conditions contained in Section 4.1 are collectively referred to in this Agreement as "City's Contingencies."

**4.2 Satisfaction/waiver of City's Contingencies.** City's Contingencies are solely for the benefit of City. The parties shall diligently attempt to timely satisfy all of the City's Contingencies. If any of City's Contingencies are not timely satisfied, City will have the right at its sole election either to waive any of them in writing and proceed with the exchange of easements or to terminate this Agreement. If City elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

**4.3 Fairmount's contingencies.** Fairmount's obligation to grant the Recreational Trail Easement is expressly contingent upon the following:

**4.3.1 Access Easement.** The Access Easement must be executed and delivered to the Escrow Agent for recording.

**4.3.2 Representations and warranties.** All of City's representations and warranties contained in or made pursuant to this Agreement being true and correct when made and as of the Closing Date.

The foregoing conditions contained in Section 4.3 are collectively referred to in this Agreement as "Fairmount's Contingencies."

**4.4 Satisfaction/waiver of Fairmount's Contingencies.** Fairmount's Contingencies are solely for the benefit of Fairmount. The parties shall diligently attempt to timely satisfy all of Fairmount's Contingencies. If any of Fairmount's Contingencies are not timely satisfied, Fairmount will have the right at its sole election either to waive any of them in writing and proceed with the exchange of easements or to terminate this Agreement. If Fairmount elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

**5. Closing Date.** This transaction will be closed in escrow by First American Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of the First American Title Company no later than five (5) days after the Effective Date of this Agreement. The date on which the Recreational Trail Easement and the Access Easement are recorded is referred to in this Agreement as the "Closing Date." If closing does not occur by the above-mentioned date, or any later date mutually agreed to in writing by Fairmount and City, Escrow Agent will immediately terminate the escrow and return all documents to the party that deposited them.

6. Closing.

6.1 Fairmount's Escrow Deposits. On or before the Closing Date, Fairmount shall deposit into escrow the following:

6.1.1 the duly executed and acknowledged Recreational Trail Easement;

6.1.2 cash in an amount sufficient to pay Fairmount's share of closing costs;

6.1.3 any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered; and

6.1.4 a certificate reaffirming as of the Closing Date that all of Fairmount's representations and warranties under the Agreement are true and correct.

6.2 City's Escrow Deposits. On or before the Closing Date, City shall deposit into escrow the following:

6.2.1 the duly executed and acknowledged Access Easement;

6.2.2 cash in an amount sufficient to pay the City's share of closing costs;

6.2.3 any other documents or instruments City is obligated to provide pursuant to this Agreement (if any) in order to close this transaction; and

6.2.4 a certificate reaffirming as of the Closing Date that all of City's representations and warranties under this Agreement are true and accurate.

6.3 Additional Instruments and Documentation. Fairmount and City shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the mutual conveyance of easement interests in accordance with this Agreement.

6.4 Closing Costs.

6.4.1 Fairmount's Costs. Fairmount shall pay the cost of recording the Access Easement and one-half of Escrow Agent's escrow fee.

6.4.2 City's Costs. City shall pay the cost of recording the Recreational Trail Easement and one-half of Escrow Agent's escrow fee.

7. Covenant to Maintain. Prior to the Closing Date, the parties shall maintain, repair, manage and operate the property subject to the easement interests herein described in a businesslike manner in accordance with the respective parties' prior practices and neither party shall dissipate any portion of the said properties. Neither party shall enter into any lease, contract of sale or other agreement that is inconsistent with this Agreement without the other party's prior written consent.

**8. Representations and Warranties.**

**8.1 Fairmount's Representations and Warranties.** Fairmount represents and warrants to City as follows:

**8.1.1** Fairmount has full power and authority to grant the Recreational Trail Easement to City.

**8.1.2** Fairmount is a corporation duly organized and validly existing under the laws of the state of Washington. This Agreement and all documents executed by Fairmount that are to be delivered to City at closing are, or at the time of closing will be, (i) duly authorized, executed and delivered by Fairmount, (ii) legal, valid and binding obligations of Fairmount, (iii) sufficient to create the easement rights described therein, and (iv) in compliance with all provisions of all agreements and judicial orders to which Fairmount is a party or to which Fairmount or all or any portion of the property encumbered by the Recreational Trail Easement is subject.

**8.1.3** To the best of Fairmount's knowledge, no building or other improvement encroaches on the property encumbered by the Recreational Trail Easement.

**8.1.4** There are no leases affecting any part of the property encumbered by the Recreational Trail Easement and there are no written or oral promises, understandings or agreements between Fairmount and any tenant that have not been disclosed by Fairmount as part of the materials provided by Fairmount.

**8.1.5** All of the representations, warranties and covenants of Fairmount contained in this Agreement are true and correct as of the Effective Date and as of the Closing Date and will survive the closing of the transactions contemplated by this Agreement.

Except as specifically provided in this Agreement, Fairmount makes no warranty or representation, express or implied, with respect to the condition of the property encumbered by the Recreational Trail Easement or its suitability for any particular purpose.

**8.2 City's Representations and Warranties.** City represents and warrants to Fairmount as follows:

**8.2.1** City has full power and authority to grant the Access Easement to Fairmount.

**8.2.2** City is a Washington municipal validly existing under the laws of the state of Washington. This Agreement and all documents executed by City that are to be delivered to Fairmount at closing are, or at the time of closing will be, (i) duly authorized, executed and delivered by City, (ii) legal, valid and binding obligations of City, (iii) sufficient to create the easement rights described therein, and (iv) in compliance with all provisions of

all agreements and judicial orders to which City is a party or to which City or all or any portion of the property encumbered by the Access Easement is subject.

8.2.3 To the best of City's knowledge, no building or other improvement encroaches on the property encumbered by the Access Easement.

8.2.4 There are no leases affecting any part of the property encumbered by the Access Easement.

8.2.5 All of the representations, warranties and covenants of City contained in this Agreement are true and correct as of the Effective Date and as of the Closing Date and will survive the closing of the transactions contemplated by this Agreement.

Except as specifically provided in this Agreement, City makes no warranty or representation, expressed or implied, with respect to the condition of the property encumbered by the Access Easement or its suitability for any particular purpose.

9. Eminent Domain. This Agreement is being entered into by Fairmount and the Recreational Trail Easement will be conveyed by Fairmount to City pursuant hereto under threat of eminent domain (condemnation). If at any time after the Effective Date, Fairmount receives any notice of any condemnation proceedings, or other proceedings, or other proceedings in the nature of eminent domain, it will promptly send a copy of such notice to City. If all or any part of the property encumbered by the Recreational Trail Easement is taken by condemnation or eminent domain, City may, upon written notice to Fairmount, elect to terminate this Agreement, and in such event all monies theretofore paid on account must be returned to City, and neither party will have any further liability or obligation under this Agreement. If all or any portion of the property encumbered by the Recreational Trail Easement has been or is hereafter condemned or taken by eminent domain and this Agreement is not canceled, Fairmount's right, title and interest in and to any awards in condemnation or eminent domain, or damages of any kind, to which Fairmount may have become entitled or may thereafter be entitled by reason of any exercise of the power of condemnation or eminent domain with respect to such property or any portion thereof shall accrue to City.

10. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by Mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Fairmount:                      Mr. Duane Broyles  
    Fairmount Memorial Association  
    P.O. Box 9797  
    Spokane, WA 99209-9797

City: Leroy Eadie, Director  
Parks & Recreation  
City of Spokane  
808 W Spokane Falls Blvd  
Spokane, WA 99201

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

11. Brokers and Finders. Neither party has had any contact or dealings regarding any of the property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or a finder's fee as procuring cause of the easement grants contemplated in this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim.

12. Amendments. This Agreement may be amended or modified only by a written instrument executed by Fairmount and City.

13. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the grants of the Recreational Trail Easement and the Access Easement. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

15. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the acquisition and transfer of the Fairmount Property and City Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth.

16. Attorney Fees. Each party shall pay its own legal fees relating to negotiation and drafting of this Agreement and the documents to be executed at closing. If either party fails

to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not substantially prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy court proceeding.

17. Time of the Essence. Time is of the essence of this Agreement.

18. Waiver. Neither Fairmount's nor City's waiver of the breach of any covenant under this Agreement will be construed as a waiver of a subsequent breach of the same covenant.

19. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

20. Governmental Approval. Fairmount acknowledges and agrees that this Agreement does not bind the City of Spokane until it is signed by the Mayor or City Administrator following approval by the Spokane City Council in open public meeting.

21. Exhibits. The following exhibits are attached to and made a part of this Agreement by this reference.

Exhibit A	Form of Recreational Trail Easement
Exhibit B	Form of Access Easement



## Exhibit "A"

### Form of Recreational Trail Easement

After Recording Return To:  
City of Spokane  
Engineering Services  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

### RECREATIONAL TRAIL EASEMENT

The Grantor is FAIRMOUNT MEMORIAL ASSOCIATION, a Washington non-profit corporation, whose address is 5200 W. Wellesley Ave., Spokane, Washington 99205, herein "Fairmount" or "Grantor". The Grantee is the CITY OF SPOKANE, a municipal corporation, whose address is 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein "City".

**WHEREAS**, the City has asked Grantor for an easement over, under, through, and across certain property owned by grantor for park and recreational trail purposes, and all uses incidental thereto. An abbreviated legal description of Grantor's property is as follows:

Parcel# 26341.0007 legally described as:

34-26-42 SW1/4 OF NE1/4

A full legal description of Grantor's property is contained in the attached Exhibit A.

**NOW THEREFORE**, in consideration of the matters set forth in that certain Easement Exchange Agreement between the parties dated \_\_\_\_\_, 2009, and the obligations of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Easement.** Grantor hereby grants, conveys, warrants and delivers to Grantee a perpetual non-exclusive Easement upon, over, through and across, the following described real property ("Easement Area"), which is located on Grantor's property:

A strip of land 10 feet wide, lying 5.00 feet each side of the following described Centerlines "A" and "B", located in the Southwest quarter of the Northeast quarter and in the Southeast quarter of the Northwest quarter of Section 34, Township 26 North, Range 42 East, W.M:

Commencing at a 12-inch by 12-inch concrete monument at the Center of said Section 34; thence N00°32'07"E 1178.34 feet along the West line of the Southwest Quarter of the Northeast Quarter said Section 34 to the Point of Beginning of said Centerlines "A" and "B";

Thence through the following courses of said Centerline "A":

S86°09'03"E 31.68 feet; thence S76°09'43"E 47.50 feet; thence S84°52'37"E 74.39 feet; thence N74°22'26"E 28.61 feet; thence S87°50'25"E 23.12 feet; thence S83°56'35"E 31.43 feet; thence N81°31'55"E 32.28 feet; thence S77°51'50"E 21.54 feet; thence S89°08'13"E 185.49 feet to the beginning of a 45.00 foot radius curve to the left; thence along said curve through a central angle of 27°12'40", an arc distance of 21.37 feet; thence N63°39'07"E 81.48 feet; thence N77°32'52"E 35.87 feet; thence N60°11'27"E 21.98 feet; thence N74°42'03"E 40.30 feet; thence N77°27'06"E 155.36 feet to the beginning of a 150.00 radius curve to the left; thence along said curve through a central angle of 15°40'20", an arc distance of 41.03 feet; thence N61°46'46"E 86.54 feet to the North line of said Southwest Quarter of the Northeast Quarter and the terminus of the said Centerline "A";

AND through the following courses of said Centerline "B":

From said Point of Beginning, thence N86°09'03"W 9.74 feet; thence S68°34'24"W 39.53 feet; thence S30°08'55"W 63.72 feet; thence S16°10'07"W 31.53 feet; thence S00°04'03"W 18.58 feet; thence S31°27'49"W 18.36 feet; thence S56°24'44"W 28.78 feet; thence N69°08'25"W 88.01 feet; thence N46°15'37"W 100.25 feet; thence N51°02'15"W 112.97 feet to the beginning of a 140.83 foot radius curve to the left; thence along said curve through a central angle of 31°59'30", an arc distance of 78.64 feet; thence N83°01'45"W 85.33 feet; thence S81°20'57"W 33.15 feet; thence N84°07'37"W 55.49 feet; thence S80°10'03"W 164.81 feet; thence S41°25'26"W 157.43 feet; thence S39°14'52"W 193.73 feet; thence S46°10'33"W 285.01 feet; thence S53°11'04"W 152.15 feet, more or less, to the west line of the Southeast quarter of the Northwest quarter of said Section 34 and the terminus of said Centerline "B";

Situate in the City of Spokane, Spokane County, Washington (collectively the foregoing shall be referred to as "Easement Area No. 1"),

Together with the East 20 feet of the Southwest Quarter of the Northeast Quarter of Section 34, Township 26 North, Range 42 East, W.M., being a portion of First Addition To Fairmount Memorial Park, per plat thereof recorded in Book 1 of Plats, Page 51;

Situate in the City of Spokane, County of Spokane, State of Washington (hereinafter "Easement Area No. 2").

**2. Purposes.** The Easement is granted for the purpose of allowing Grantee to construct, maintain, improve, repair and/or replace a public recreational bicycling and hiking trail ("Recreational Trail"), and for no other purpose. This Easement does not relieve Grantee from its obligation to secure such permits and bonds as are required by the City or any other agency prior to any work being performed in the Easement Area.

3. **Grantee Covenants.** Grantee, its assigns and successors in interest shall at all times exercise its rights herein in accordance with the following covenants and with all applicable statutes, orders, rules and regulations of the City of Spokane and any public authority having jurisdiction:

(a) **Construction/Maintenance.** Grantee, at its sole cost and expense, shall construct and maintain the Recreational Trail in accordance with applicable standards and minimum standards of applicable governmental entities. In addition, Grantee shall be solely responsible for the installation, care and maintenance of the landscape, plant materials and improvements in the Easement Area.

(b) **Hold Harmless.** Grantee shall indemnify, defend, and hold the Grantor, its officers, agents, and employees harmless and free from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, the construction, maintenance, operation, repair, or use of the Recreational Trail pursuant to this Easement including the enjoyment of all privileges under this Easement, unless caused directly or indirectly by Grantor's negligence or intentional misconduct.

(c) **Hazardous Waste.** By accepting this easement, Grantee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold Grantor harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Grantor, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined hereinbelow) resulting from Grantee's exercise of its rights and privileges granted hereunder including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

(d) **Easement Perimeter Fence.** Grantee, at its expense, will install a chain-link fence along the western edge of Easement Area No. 2 consistent with the appearance of Grantor's perimeter fences and Grantee shall thereafter maintain such fence.

(e) **Signs.** At the endpoints of Easement Area No. 1 and at least every 100 feet along the chain-link fence described in Section 3(d) of this easement, Grantee shall place and maintain signs, in a form acceptable to Grantor and Grantee, acknowledging the easement rights granted by Grantor. At least every 100, alternating on the northerly and southerly boundaries of Easement Area No. 1, Grantee shall place and maintain "no

trespassing” or similar signs, in a form acceptable to Grantor and Grantee, designed to notify users of the recreational trail that their use rights are confined to the boundaries of Easement Area No. 1.

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

5. **Termination.** The rights granted in this Easement shall remain in full force and effect until the earlier of (i) such time as both the City Council and the Spokane Parks Board find that the Easement is no longer needed for park purposes and authorize execution of a release of the Easement or (ii) the City no longer holds out Easement Area No. 1 or Easement Area No. 2 as being open to the public for recreational purposes for a period of at least 180 consecutive days; provided, the easement areas shall not be considered closed to the public for purposes of this section while the trail is being constructed, maintained, improved, repaired and/or replaced.

6. **Government Approval.** Grantor acknowledges that this Easement does not bind the City until it is executed by the Mayor.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

FAIRMOUNT MEMORIAL ASSOCIATION

By:     *Duane Boyles*    

Its:     PRESIDENT    

CITY OF SPOKANE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

Notary for Fairmount:  
STATE OF WASHINGTON    )  
  ) ss.  
County of Spokane        )

I certify that I know or have satisfactory evidence that DUANE BROYLES signed this document, on oath stated that he/she was authorized to execute it and acknowledged it as the PRESIDENT of Fairmount Memorial Association, a Washington non-profit corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: 4-7-2011

Sharon Evans  
(Signature of Notary Public)

My appointment expires 8-10-2014



(Place Stamp or Seal above)



**EXHIBIT A**  
**to**  
**Recreational Trail Easement**

The Southwest Quarter of the Northeast Quarter of Section 34, Township 26 North, Range 42 East, W.M.; also known as FIRST ADDITION TO FAIRMOUNT MEMORIAL PARK, per plat thereof recorded in Book 1 of Plats, Page 51; and

The East 490.87 feet of the Southwest Quarter of the Northeast Quarter of Section 34, Township 26 North, Range 42 East, W.M., being a portion of First Addition To Fairmount Memorial Park, per plat thereof recorded in Book 1 of Plats, Page 51;

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

## EXHIBIT "B"

### Form of Access Easement

After Recording Return To:  
City of Spokane  
Engineering Services  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

### ACCESS EASEMENT

The Grantor is the CITY OF SPOKANE, a Municipal corporation, whose address is 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein "City" or "Grantor". The Grantee is FAIRMOUNT MEMORIAL ASSOCIATION, a Washington nonprofit corporation, whose address is 5200 W. Wellesley, Spokane, Washington 99205, herein "Fairmount" or "Grantee".

WHEREAS, City owns certain real property, with abbreviated legal descriptions as follows:

Parcel #26344.0007 legally described as:

34-26-42 E1/2 OF SE1/4 EXC E 1206FT OF S 2097.75FT & EXC W1/2 OF SE1/4 EXC W 300FT OF S 815FT & EXC PTN DAF: BEG AT PT ON N LN WELLESLEY AVE E 249FT OF W LN OF SD SE1/4, TH E 51FT, TH N 212.4FT, TH SWLY 218.3FT M/L TO POB & EXC N 200FT OF S 2297.75FT OF E 230FT OF SE1/4 EXC CO RDS.

Parcel #26344.0006 legally described as:

34-26-42 N 200FT OF S 2297.75FT OF E 1230FT OF SE1/4 EXC CO RD.

Parcel #26341.0002 legally described as:

34-26-42 SE1/4 OF NE1/4

A full legal description of City's property is contained in the attached Exhibit A.

WHEREAS, Fairmount owns certain property legally described as follows (the "Benefited Property"):

The Southwest Quarter of the Northeast Quarter of Section 34, Township 26 North, Range 42 East, W.M.; also known as FIRST ADDITION TO FAIRMOUNT MEMORIAL PARK, per plat thereof recorded in Book 1 of Plats, Page 51;

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

**WHEREAS**, Fairmount has asked the City for an easement over, under, through, and across certain property owned by City for access to the Benefited Property, and all uses incidental thereto.

**NOW THEREFORE**, in consideration of the matters set forth in that certain Easement Exchange Agreement between the parties dated \_\_\_\_\_, 2009, and the obligations of the parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Easement.** Grantor hereby grants, conveys, warrants and delivers to Grantee a perpetual non-exclusive Easement upon, over, through and across, the following described real property ("Easement Area"), which is located on the City's property:

A strip of land of varying width, lying on each side of the following described centerline, located in the East Half of Section 34, Township 26 North, Range 42 East, W.M.

COMMENCING at a brass pin in a 2" iron pipe marking the East quarter corner of said Section 34; thence N89°14'10"W 30.00 feet along the South line of the Northeast Quarter of said Section 34 to the westerly right of way line of Assembly Street; thence N00°22'22"E 143.87 feet along said westerly right of way line of Assembly Street to the POINT OF BEGINNING of said centerline;

Thence through the following two (2) courses, with said strip of land lying 20.00 feet each side of said centerline: 1) N89°37'38"W 50.96 feet to the beginning of a 70.00 foot radius curve to the left; 2) thence along said curve through a central angle of 85°59'37", an arc distance of 105.06 feet;

Thence through the following described courses, with said strip of land lying 15.00 feet each side of said centerline: S04°22'46"E 133.51 feet to the beginning of a 392.00 foot radius curve to the right, thence along said curve through a central angle of 28°16'28", an arc distance of 193.45 feet; thence S32°39'14"W 203.66 feet to the beginning of a 208.00 foot radius curve to the right; thence along said curve through a central angle of 57°59'21", an arc distance of 210.52 feet; thence N89°21'25"W 656.69 feet, parallel with and 2131.40 feet north of the south line of the Southeast quarter of said Section 34, to the beginning of a 98.00 foot radius curve to the right; thence along said curve through a central angle of 43°41'28", an arc distance of 74.73 feet; thence N45°39'57"W 88.32 feet to the beginning of a 250.00 foot radius curve to the left; thence along said curve through a central angle of 24°50'58", an arc distance of 108.43 feet; thence N70°30'55"E 21.89 feet to the beginning of a 100.00 foot radius curve to the left; thence along said curve through a central angle of 18°43'06", an arc distance of 32.67 feet; thence N89°14'01"W 238.89 feet to the beginning of a 50.00 foot radius curve to the right; thence along said curve through a central angle of 34°25'25", an arc distance of 30.04 feet to the beginning of a 50.00 foot radius reverse curve to the left; thence along said curve through a central angle of 34°25'25", an arc distance of 30.04 feet; thence N89°14'01"E 180.07 feet to the beginning of a 300.00 foot radius curve to the right; thence along said curve through a central angle of 7°10'38", an arc

distance of 37.58 feet; thence N82°03'23"W 157.52 feet to the beginning of a 60.00 foot radius curve to the right; thence along said curve through a central angle of 33°48'35", an arc distance of 35.41 feet; thence N48°14'48"W 70.43 feet to the beginning of a 60.00 foot radius curve to the left; thence along said curve through a central angle of 41°24'44", an arc distance of 43.37 feet; thence N89°39'32"W 58.83 feet to the beginning of a 240.00 foot radius curve to the right; thence along said curve through a central angle of 90°25'22", an arc distance of 378.76 feet to a point on the South line of said Northwest quarter of said Section 34, lying 104.80 feet easterly of a 12 inch by 12 inch concrete monument marking the Center of said Section 34 and the Point of Terminus of this centerline description;

TOGETHER WITH land encompassed by the side lines of said strip forming tangent 20.00 foot radius returns at the following two (2) locations: 1) concave northwesterly at the juncture of the north side line of said strip with the westerly right of way line of Assembly Street, 2) concave southwesterly at the juncture of the south side line of said strip with the westerly right of way line of Assembly Street;

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

A strip of land 30.00 feet in width, lying 15.00 feet on each side of the following described centerline, located in the Northwest quarter of the Southeast quarter of Section 34, Township 26 North, Range 42 East, W.M.:

COMMENCING at a 3/4" rebar marking the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 34; thence N89°14'10"W 125.00 feet along the north line of said Northwest quarter of the Southeast quarter; thence S00°27'16"W 111.00 feet to the POINT OF BEGINNING of said centerline;

thence N89°33'42"W 782.21 feet to the beginning of a 50.00 foot radius curve to the left; thence along said curve through a central angle of 90°05'50", an arc distance of 78.62 feet; thence S00°20'28"W 74.07 feet to the Point of Terminus of said centerline;

TOGETHER WITH the North 70.00 feet of the East 50.00 feet AND the North 126.00 feet of the West 75.00 feet of the East 125.00 feet of Northwest quarter of the Southeast quarter of said Section 34;

situate in the City of Spokane, Spokane County, Washington.

2. **Purposes.** The Easement is granted for the purpose of providing Grantee an alternate exit from the Benefited Property during high volume events at Fairmount's cemetery operated on the Benefited Property.

3. **Grantee Covenants.** Grantee, its assigns and successors in interest shall at all times exercise its rights herein in accordance with the following covenants and with all applicable statutes, orders, rules and regulations of the City of Spokane and any public authority having jurisdiction:

(a) Construction/Maintenance. Grantee shall construct a road from its point of access to the City's property to a parking lot maintained by the City, as described on the attached Exhibit B. Grantee shall repair and maintain this road, and keep such road clear of snow, ice and debris, in a manner sufficient for use by Grantee and its invitees.

(b) Hold Harmless. Grantee shall indemnify, defend, and hold the Grantor, its officers, agents, and employees harmless and free from all loss and liability for any claim by any person, or for any injury or property damage resulting directly or indirectly from, or by reason of, the exercise of the rights granted to Grantee under this Easement, unless caused directly or indirectly by Grantor's negligence or intentional conduct.

(c) Insurance. At all times, Grantee shall maintain in force, at its own expense, each insurance noted below.

(1) Commercial general liability insurance with a combined single liability limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this Lease. It shall provide that the City, its officers, employees, contractors, agents, and such other persons or entities as the City may designate are additional insureds with respect use of the Easement Area by Grantee and Grantee's employees, contractors, agents, and invitees.

(2) Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

(3) 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 Grantee or its insurer(s) to the City.

(4) Grantee shall require any contractor performing any work on the Easement Area to carry and maintain, at no expense to the City: (i) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (ii) comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (iii) Worker's Compensation or similar insurance in form and amounts required by law. Such insurance shall provide that the City, its officers, employees, contractors, agents, and such other persons or entities as the City may designate are additional insureds.

(5) All the insurance required under this Easement shall be written as primary policies, not contributing with and not supplemental to the coverage that the City may carry.

(6) Grantee shall furnish its insurance carrier(s) with a copy of this Easement to insure proper coverage. As evidence of the insurance coverages required by this Easement, Grantee shall furnish acceptable insurance certificates to the City on or before \_\_\_\_\_, 2009. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Grantee fails to perform any of its obligations under this Section 3(c), the City may perform the same and the cost thereof shall be payable upon the City's demand. The City makes no representations that the types or amounts of coverage required to be carried by Grantee pursuant to this Section are adequate to protect Grantee. If Grantee believes that any of such insurance coverage is inadequate, Grantee will obtain, at Grantee's sole cost and expense, such additional insurance coverage as Grantee deems appropriate.

(d) **Hazardous Waste.** By accepting this easement, Grantee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold Grantor harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Grantor, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined hereinbelow) resulting from Grantee's exercise of its rights and privileges granted hereunder including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

4. **Grantor Covenants.** Grantor shall maintain, repair and replace the parking area described in Section 3(a) above and all roads and landscaping located or to be located in the Easement Area and shall keep such parking area and roads clear of snow, ice and debris. Grantor shall provide Grantee with keys and combinations for any locks maintained on the Gate at Grantee's point of access to the City's property.

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

6. **Government Approval.** Grantee acknowledges that this Easement does not bind the City until it is executed by the Mayor.



I certify that I know or have satisfactory evidence that \_\_\_\_\_  
and TERRI L. PFISTER are the persons who appeared before me and said persons acknowledged  
that they signed this document, and on oath stated that they were authorized to sign and  
acknowledged it as the \_\_\_\_\_, and the City Clerk,  
respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of  
such party for the uses and purposes therein mentioned.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

(Place Stamp or Seal above)

**EXHIBIT A**  
**to**  
**Access Easement**

Parcel #26344.0007 legally described as:

The Southeast Quarter of Section 34, Township 26 North, Range 42 East, W.M.;

EXCEPT The North 200.00 feet of the South 2297.75 feet of the East 1230.00 feet of said Southeast Quarter;

AND EXCEPT the East 1206.00 feet of the South 2097.75 feet of the East Half of said Southeast Quarter;

AND EXCEPT that portion of said Southeast Quarter described as follows:

Beginning at the South quarter corner of said Section 34; thence N00°31'11"E, along the west line of said Southeast Quarter, 60.00 feet to a point on the northerly right of way of Wellesley Avenue and the TRUE POINT OF BEGINNING; thence continuing N00°31'11"E, along said west line, 755.00 feet to a point on the north line of the south 815.00 feet of said Southeast Quarter; thence S89°21'25"E, parallel with the south line of said Southeast Quarter, 300.00 feet; thence S00°31'11"W 567.60 feet to a point which lies 212.40 feet north of the northerly right of way line of Wellesley Avenue; thence S14°01'42"W 218.33 feet to a point on said northerly right of way line of Wellesley Avenue; thence along said northerly right of way line the following two (2) courses: (1) N89°21'25"W 174.00 feet; (2) thence N70°56'04"W 79.11 feet to the true Point of Beginning;

AND EXCEPT rights of way for Wellesley Avenue and Assembly Street;

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

Parcel #26344.0006 legally described as:

The North 200.00 feet of the South 2297.75 feet of the East 1230.00 feet of the Southeast Quarter of Section 34, Township 26 North, Range 42 East, W.M.;

EXCEPT the East 30 feet for Assembly Street;

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

Parcel #26341.0002 legally described as:

The Southeast Quarter of the Northeast Quarter of Section 34, Township 26 North, Range 42 East, W.M.;

EXCEPT the East 30 feet thereof for Assembly Street;

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

**EXHIBIT B  
to  
Access Easement**

See attached record of survey