

Upon Recording, Return to:
Stanley M. Schwartz
Witherspoon, Kelley, Davenport & Toole, P.S.
422 W. Riverside, Ste. 1100
Spokane, WA 99201

Document Title: Easement and Agreement
Reference Number of Related Document: None
Grantor: City of Spokane, a first class charter city
Grantee: Spokane Facilities District, a municipal corporation
Abbreviated Legal Description: Ptn. of S.E. ¼ of Sec 18, T.25N., R.43E., W.M.
Additional Legal Description is on Page 12.
Assessor's Tax Parcel Number: Not Applicable

**EASEMENT AND AGREEMENT
FOR THE SPOKANE CONVENTION CENTER**

This Easement and Agreement is made on this 8 day of February, 2005 by and between the City of Spokane, a first class charter city, of the State of Washington, as "City," and the Spokane Public Facilities District, a municipal corporation as "District", with approval by the Washington State Department of Transportation, as "WSDOT", hereinafter jointly referred to as "Parties."

WHEREAS, the City and the District previously entered into certain agreements relative to the District's plans to improve and expand the Spokane Convention Center and related facilities, as follows: Interlocal Cooperation Agreement, having an effective date of August 20, 2003; Lease, having an effective date of August 29, 2003; and a Property Transfer Agreement, having an effective date of August 29, 2003. The foregoing agreements are collectively referred to as the "CCX Project Agreements";

WHEREAS, the District has acquired property described on the attached Exhibit "A" for the purpose of expanding and redeveloping the Spokane Convention Center (the "Convention Center Property") that is adjacent to Division Street and Spokane Falls Boulevard in the City (the "Benefited Property");

WHEREAS, the City and WSDOT, through acquisition and operation of law, own and control public right-of-way along the Division Street and Spokane Falls Boulevard radius adjacent to the Benefited Property;

WHEREAS, the District is in the process of constructing the new Convention Center ("CCX") on the Benefited Property and it is necessary to connect non-structural components of the CCX to the Division Street and Spokane Falls Boulevard retaining wall and use and occupy a portion of the Division Street and Spokane Falls Boulevard public right-of-way for purposes consistent with the public use of the Benefited Property;

WHEREAS, the City, pursuant to RCW 47.24.020(15), holds title to State Route 2, also known as Division Street, and the City is required to obtain WSDOT approval for non-transportation uses of such state/city right-of-way;

WHEREAS, through this Easement the City and WSDOT are agreeing to allow the District to use, occupy, maintain and control for its purposes the area which is described on Exhibit "B", subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals which are incorporated herein, and in consideration of ten dollars (\$10.00) and other good and valuable consideration, and the mutual covenants and promises herein stated, the Parties hereto covenant and agree as follows:

1. Grant and Location of Easement.

1.1 Easement Property. The City hereby grants and conveys to the District, its successors and assigns, a nonexclusive easement in, over, under, through and across the area legally described in Exhibit "B" and graphically depicted in Exhibit "C", both of which are attached hereto and incorporated herein by this reference (hereafter, the "Easement Area").

1.2 Existing Right of Third Parties. This Easement is subject to all valid pre-existing interests, if any, noted in the records of Spokane County, Washington.

2. Purpose of Easement. This Easement conveys to the District a perpetual nonexclusive easement in, over, under, through, and across the entire area of the Easement Area for the purposes of: (1) installing and maintaining a non-structural connection of the CCX to the adjacent Division Street and Spokane Falls Boulevard retaining wall; (2) installing and maintaining connecting rods, flashing, expansion joints, asphalt, concrete, security swing gate, storage rooms, an entrance and exit ramp, a truck loading platform, and a screening wall, all as shown with particularity on attached Exhibit "D" which is incorporated herein by this reference ("Permitted Easement Improvements"); and (3) using the Easement Area for purposes consistent with use and occupancy of the CCX. The use of the Easement Area shall not interfere with the public use of Division Street and Spokane Falls Boulevard including, without limitation, the retaining wall for highway and street purposes.

3. **Term.** This Easement shall be effective as of the last date written below and last so long as the District requires the Easement Area for the purposes specified in Section 2 (Purpose) or as otherwise provided in Section 22 (Termination). Whenever the District determines that the easement is no longer required for the intended purposes, the District shall promptly notify the City and WSDOT in writing. The Easement shall automatically terminate upon receipt of such notice without the need for further action by the City or WSDOT. Upon request, the District shall execute any instrument that may be necessary to demonstrate the relinquishment and disposition of the property interest and any improvements.

4. **CCX Construction.**

4.1 The District will construct, maintain and repair the Permitted Easement Improvements at its sole cost and expense in accordance with Exhibit "D" and the approved CCX plans on file with the City of Spokane Building Department ("Approved Plans"). The City, WSDOT and District expressly acknowledge that the Approved Plans include WSDOT's prior written approval of such plans as it affects the Easement Area and the state highway. Aside from the Permitted Easement Improvements, the District shall not make any other improvements or alterations to the Easement Area without the prior written approval of the City and WSDOT. The District shall be responsible for all elements of the design of all Permitted Easement Improvements (including, without limitation, compliance with law, functionality of design, and the structural integrity of the Permitted Easement Improvements), and the City and WSDOT's approval of the District's plans shall in no event relieve the District of the responsibility for such design. The District shall make all such Permitted Improvements in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices, and boards having jurisdiction. All work performed and all Permitted Easement Improvements must be done and completed in a workmanlike manner and with material (when not specifically described in the specifications approved by the City or WSDOT) of the quality and appearance customary in the trade for first-class construction of a regional convention center and of a State managed-access transportation facility.

4.2 The construction of the Permitted Easement Improvements will be diligently prosecuted by the District in connection with the development of the CCX. In the exercise of such rights, the District shall not take or cause to be taken any action that would constitute a material change to the Approved Plans for the Easement Area without the approval of the City and WSDOT. Except as set forth herein, the District shall not place any structure or obstruction within the Easement Area which would prevent the use of the Easement Area by the City or WSDOT, its employees, assigns, agents, licensees or other grantees, without the prior written approval of the City and WSDOT, which shall not be unreasonably withheld.

5. **Approval of Plans.** The District expressly acknowledges and agrees that WSDOT's rights under this Easement to approve the plans as the CCX affects the Easement Area (i) do not create or impose upon WSDOT any standard or duty of care toward the District, all of which are hereby disclaimed, (ii) may not be relied upon by the District in determining whether the District

has satisfied any and all applicable laws, regulations, and codes with respect to the construction of the Permitted Easement Improvements, and (iii) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by the District as a defense, legal or equitable, to District's obligation to fulfill such standards and requirements regardless of any acceptance of work by the WSDOT.

6. **As-Built Drawings.** The District agrees that at such time as the construction of the Permitted Easement Improvements are completed, the District shall submit "as-built" drawings to the City and WSDOT and that the Parties shall expeditiously work together to amend this Easement, if necessary, to substitute such as-built drawings for Exhibit D hereto.

7. **Operation and Maintenance of Easement Area.**

7.1 In the event the District's use of the Easement Area and/or enjoyment of the privileges conveyed to the District hereunder causes damage to the City's improvements (including those owned and/or controlled by WSDOT) in the Easement Area or the adjacent right-of-way and its related appurtenances, the District shall restore the Easement Area and the City's and WSDOT's surrounding property, including without limitation adjacent right-of-way and appurtenances thereto, to the condition it was found prior to the damage at the District's sole cost and expense.

7.2 The District shall have the right to enter the Easement Area for the purpose of installation, maintenance, repair, removal and replacement of the Permitted Easement Improvements. The District shall be responsible to maintain and repair the improvements that are owned or constructed by the District in the Easement Area to ensure their proper use and function. Upon the initial installation of the Permitted Easement Improvements, and upon each and every occasion that the same are installed, repaired, maintained, removed, and/or replaced, the District shall restore the Easement Area and the City's and WSDOT's surrounding property, and any such improvements disturbed, to a condition as they were in prior to any such installation or work, to the extent any damage or disturbance of the Easement Area and the City's and/or WSDOT's surrounding property was caused by the District's installation, repair, maintenance, removal and/or replacement of the Permitted Easement Improvements.

7.3 If the District shall fail to adequately maintain the Easement Area as provided herein, then the City or WSDOT may give the District written notice of such failure. The District shall be given the opportunity to correct the failure within fifteen (15) calendar days, or such longer period, as may be reasonably determined by the City or WSDOT, if the District is diligently working to cure the failure. If the failure is not corrected within the applicable timeframe, the City or WSDOT, at its sole option, may proceed forthwith to have the repairs made and pay the cost thereof, and receive reimbursement therefore from the District within thirty (30) days after a written request for the same. In such instance, the City or WSDOT shall provide the District with written notification of its intention to make such repairs or the

occurrence of such repairs, at the earliest practicable time given the nature and extent of the emergency.

7.4 If, in an emergency, it shall become necessary for the City or WSDOT to promptly make any repairs that otherwise would have been the responsibility of the District as defined or set forth herein, then the City or WSDOT, at its sole option, may proceed forthwith to have the repairs made and pay the cost thereof, and receive reimbursement therefore from the District within thirty (30) days after a written request for the same. In such instance, the City or WSDOT shall provide the District with written notification of its intention to make such repairs or the occurrence of such repairs, at the earliest practicable time given the nature and extent of the emergency.

8. Encumbrances. The District, and its successors or assigns, shall take no action that results in the imposition of any attachment, judgment, lien, charge or encumbrance whatsoever on the Easement Area. In the event any third party asserts or attempts to assert an encumbrance over the Easement Area, the District will take whatever action necessary to promptly remove the encumbrance, without cost or liability to the City or WSDOT.

9. Indemnity.

9.1 Indemnity From District to City. The District's obligations to indemnify, defend, and hold harmless the City, its officers, agents, employees and representatives, from and against any and all legal proceedings, claims, demands, damages, fines, losses, costs, liabilities, interests, expenses, and attorneys' fees relating, directly or indirectly, to the construction of the Project (as defined in the CCX Project Agreements) and/or the District's acquisition (whether by lease or transfer) and/or operation of the Existing Center Property/Existing Center Facilities/Spokane Center, as set forth in the CCX Project Agreements, shall apply equally to the District's exercise of the rights and privileges granted under this Easement.

9.2 Indemnity From District to WSDOT. The District, its successors or assigns, will protect, save, indemnify and hold harmless WSDOT, its agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the District, its agents, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities related to this Easement. The District further agrees to defend WSDOT and its agents or employees in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this Easement. This obligation shall not include such claims, cost, damages, or expenses which may be caused by the negligence of either WSDOT or its agents or employees; provided that if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents or employees and (b) the District, its agents, employees, contractors, licensees or invitees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District or the District's agents, employees, contractors, licensees or invitees.

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10. Insurance. For the duration of this Easement, the District shall maintain the insurance policies described in the CCX Project Agreements, and particularly in Attachment 8 of the Interlocal Cooperation Agreement, dated August 20, 2003, by and between the District and the City, and shall name the City and WSDOT as additional insureds on such policies with respect to the rights and privileges granted to the District under this Easement. If the District fails to perform any of its obligations under this Section 10, then the City and/or WSDOT may perform the same and the cost thereof shall be payable by the District upon the demand of the City or WSDOT. The District shall provide a Certificate of Insurance to WSDOT within ten (10) days of execution of this Easement.

11. Assignment. The District may only transfer and assign its interests in this Easement to any other public agency or public entity as permitted by law, provided that the successor or assignee has assumed all the obligations, duties and liabilities of the District under this Easement and Agreement then in effect, and has provided the City and WSDOT with reasonable assurance of its legal and financial authority to honor and perform the same.

12. Notices. Any notice required or authorized under this Easement shall be in writing and shall be delivered personally or by certified mail at the following addresses or at such addresses as a party shall have designated to the other parties in accordance with this Section. Alternatively, any such notice may be sent by telecopier that transmits a facsimile of the notice. Notice sent by telecopier shall be deemed to be received by a party when dispatched to said party at the telephone number provided by such party and a transmittal sheet verifying the dispatch is received by the sending party.

If to the District: Spokane Public Facilities District
ATTN: Executive Director
720 W Mallon
Spokane, WA 99201
Fax: (509) 324-7050

If to the City: Office of the Mayor
ATTN: Mayor
W. 808 Spokane Falls Blvd.
Spokane, WA 99201
Fax: (509) 625-6789

Copy to: Office of the City Attorney
W. 808 Spokane Falls Blvd.
Spokane, WA 99201
Fax: (509) 625-6277

If to WSDOT: Washington State Department of Transportation

ATTN: Regional Administrator
2714 N. Mayfair St.
Spokane, WA 99207
Fax: (509) 324-6008

13. **Reservation of Rights.** The City specifically reserves unto itself the right to use and improve the Easement Area and its adjacent property and grant other easements or permits to use the Easement Area for all purposes not inconsistent with the grant of easement hereunder.

14. **WSDOT and City Right of Entry.** The District grants a right of entry to WSDOT and City through the Benefited Property described on Exhibit A for the purpose of construction, maintenance, repair and reconstruction of the retaining wall located within the Easement Area. Prior to entering the Benefited Property, the City or WSDOT shall provide notice to the District at least, fourteen (14) days prior to such entry. The notice shall state the purpose for the entry, the anticipated work, the date the work will commence, and the estimated time of completion. The City or WSDOT shall, with the exception of improvements installed for the use and benefit of Division Street, restore the Easement Area and the Permitted Easement Improvements to the condition in which they were found except for such modifications as may be required pursuant to the City or WSDOT work. For purposes of inspecting the condition of the Division Street retaining wall, the City or WSDOT shall provide the District with three (3) days prior written notice. When an emergency exists affecting the safety and operation of the highway facility, the City or WSDOT may immediately enter the Easement Area following notice to the District for inspection or emergency repairs.

15. **Disposition of Permitted Easement Improvements.** In the event the term of the Easement expires pursuant to Section 3 or the Easement is terminated pursuant to Section 22, the Permitted Easement Improvements within the Easement Area shall be removed by the District, at the District's sole expense. In the event the District fails to remove the improvements upon termination or expiration, the City or WSDOT may remove and dispose of the improvements as it deems appropriate and at the District's expense. The District shall reimburse the City or WSDOT for all expenses incurred in such removal and disposal within thirty (30) days of the date of the invoice for such costs.

16. **Successors and Assigns.** This Easement shall be binding upon and inure to the benefit of the Parties, their successors and assigns, and shall be a covenant running with the land for the duration provided herein.

17. **Recordation.** The District shall record this Easement or a notice thereof, in Spokane County, at its expense. The District shall provide the City and WSDOT a copy of the recorded instrument upon receipt.

18. **Complete Understanding.** This Easement contains the complete agreement of the Parties and may not be modified except by writing jointly executed by the Parties.

19. **Partial Invalidity.** If any portion or provision of this Easement is held invalid by a court of competent jurisdiction, the validity and enforceability of the remainder of this Easement shall not be affected thereby.

20. **Attorneys' Fees.** If any action is brought by any party against any other party for the enforcement of this Easement or any document or instrument delivered pursuant hereto, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action or any appeal thereof.

21. **Miscellaneous.** The laws of the state of Washington shall govern the interpretation, validity, performance and enforcement of this Easement. Venue shall be Spokane County.

22. **Termination of Easement.**

22.1 In the event the Easement Area shall be required by the City or WSDOT for a public transportation use, this Easement shall terminate upon 365 days written notice to the District. Prior to providing the District with written notice of the intent to terminate the Easement, the City and/or WSDOT shall: (1) make a professional engineering judgment that the Easement Area is necessary to promote public transportation purposes, and (2) consult with the District and discuss measures to reduce any impacts on the CCX, including the Permitted Easement Improvements. The City and/or WSDOT shall, upon request by the District, provide public records (not otherwise exempt or privileged) to the District that relate to the determination that the Easement Area is required for the public transportation purposes.

22.2 In the event the highway/street project only requires a portion of the Easement Area, the Parties contemplate a new easement will be executed for the unneeded portion of the Easement Area to benefit the District's operation of the CCX.

22.3 The District hereby waives any right to recover from the City or WSDOT for any damage of any kind whatsoever that may be suffered by the District as a result of the City or WSDOT's future need of the Easement Area for a public transportation use. The intent of this Section 22 is that in the event the City or WSDOT elects to widen and/or improve the public right-of-way, and/or conduct maintenance thereon, neither the City nor WSDOT shall incur any additional cost or expense for return of the Easement Area.

22.4 In the event of termination under this Section 22, the District shall execute an instrument that may be necessary to demonstrate the relinquishment and disposition of the property interest and any improvements identified herein.

23. Effective Date. This Easement shall be effective on the last date written below.

GRANTEE, this 8th day of February, 2005
SPOKANE PUBLIC FACILITIES DISTRICT

By: [Signature]
Rick LaFleur, Board Chair

By: [Signature]
Sandy McCauley, Board Vice Chair

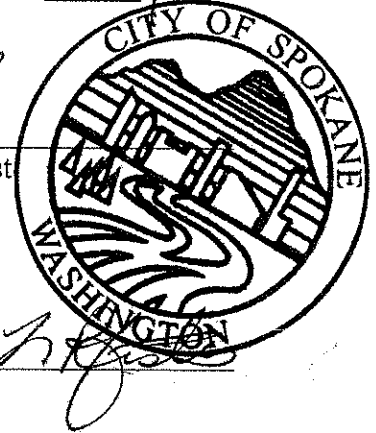
By: [Signature]
Larry Soehren, Board Member

By: [Signature]
Mick McDowell, Board Member

By: [Signature]
Nathaniel Greehe, Board Member

GRANTOR, this 7th day of February, 2005.

CITY OF SPOKANE
By: [Signature]
Mayor, James E. West



ATTEST
By: [Signature]
City Clerk

APPROVED AS TO FORM
By: [Signature]
City Attorney

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, this 4th day of Feb., 2005.

APPROVED BY: [Signature]
Jerry Lenzi, Regional Administrator

APPROVED AS TO FORM
By: [Signature] 2-10-05
Bryce E. Brown
Senior Counsel, Office of the Attorney General

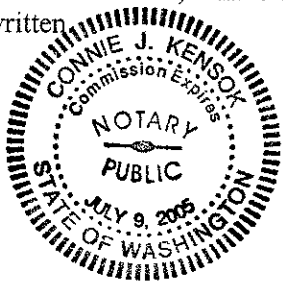
STATE OF WASHINGTON:

:ss.

County of Spokane:

On this 17 day of February, 2005, before me personally appeared Jack Lynch ^{Jack Lynch} Terri P. Sistrup, to me known to be the Deputy Mayor / City Clerk of City of Spokane a municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated they were authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Connie Kersok
Printed Name: Connie Kersok
Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires 7/9/05

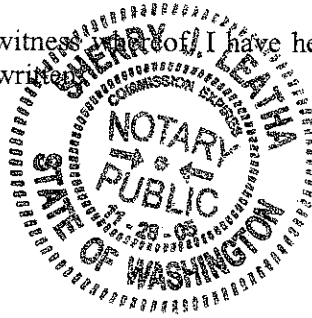
STATE OF WASHINGTON :

:ss.

County of Spokane :

On this 8 day of February, 2005, before me personally appeared, Rick LaFleur, Sandy McCauley, Larry Soehren, Mick McDowell and Nathaniel Greene to me known to be the Board of Directors, respectively, of the Spokane Public Facilities District, a municipal corporation of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

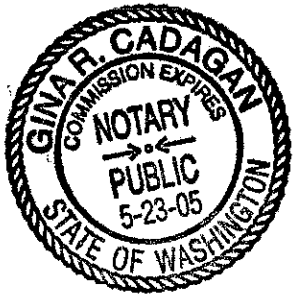


Sherry Leathe
Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires:

STATE OF WASHINGTON :
:ss.
County of Spokane :

On this 14th day of February, 2005, before me personally appeared Jerry Lenzi, to me known to be the Regional Administrator of Washington Department of Transportation, an agency of the State of Washington, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the agency, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Gina R. Cadagan
Printed Name: Gina R. Cadagan
Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires 5-23-05

Exhibit A
PFD Acquisition from DT Legal Description

That portion of the S.E. ¼ of Section 18, T.25N., R.43E., W.M., City of Spokane, Spokane County, Washington, described as follows:

Commencing at a point 157.95 feet (Rec. 158.00 feet) North of the North right of way line of Spokane Falls Boulevard and 712.00 feet East of the East right of way line of Washington Street; thence N.87°05'15"E., along a line parallel with the North line of Spokane Falls Boulevard, 32.51 feet (Rec. 32.50 feet) to the Point of Beginning; thence N.10°19'39"W., 6.92 feet; thence N.87°17'48"E., 176.39 feet; thence N.02°50'49"W., along a line parallel with the East right of way line of Washington street, 18.79 feet; thence N.87°05'15"E., along a line parallel with the North right of way line of Spokane Falls Boulevard, 196.73 feet; thence N.42°25'09"E., 14.43 feet to the beginning of a curve to the right the radius of which bears S.47°34'51"E., a distance of 47.00 feet; thence along said curve to the right, through a central angle of 11°49'50", an arc distance of 9.70 feet to the beginning of a curve to the left the radius of which bears N.35°45'01"W., a distance of 40.00 feet; thence along said curve to the left, through a central angle of 56°57'11", an arc distance of 39.76 feet; thence N.02°42'12"W., 131.07 feet to the beginning of a curve to the left the radius of which bears S.87°17'48"W., a distance of 30.00 feet; thence along said curve to the left, through a central angle of 53°58'02", an arc distance of 28.26 feet to a point 388.00 feet North of the North right of way line of Spokane Falls Boulevard; thence N.87°05'15"E., 465.77 feet to the West Right of Way line of Division St. as per deed to the State of Washington, Recorded under Recording No. 9103220193; thence S.03°05'15"E., along said West right of way line, 96.58 feet to the beginning of a curve to the right the radius of which bears S.86°54'45"W., a distance of 219.46 feet; thence along said curve to the right, through a central angle of 21°23'39", a distance of 81.95 feet; thence S.00°04'05"E., 19.74 feet to the beginning of a curve to the right the radius of which bears N.66°56'51"W., a distance of 226.46 feet; thence along said curve to the right, through a central angle of 01°38'48" an arc distance of 6.51 feet to the beginning of a curve to the right the radius of which bears N.68°18'03"W., a distance of 285.00 feet; thence along said curve to the right, through a central angle of 06°31'15", an arc distance of 32.44 feet to a point 158.00 North of the North right of way line of Spokane Falls Boulevard; thence S.87°05'15"W., parallel with said North line, 706.39 feet to the East line of vacated McClellan Street; thence S.02°50'49"E., along said East line, 19.95 feet (Rec. 20.00 feet); thence S.87°05'15"W., parallel with the North line of Spokane Falls Boulevard, 45.00 feet to the West line of vacated McClellan Street; thence S.49°18'24"W., 35.91 feet to a point 116 feet North of the North right of way line of Spokane Falls Boulevard and 792.00 feet East of the East right of way line of Washington Street; thence S.87°05'15"W., 44.99 feet; thence N.06°15'44"W., 42.02 feet to the point of Beginning.

TOGETHER WITH the following:

That portion of the S.E. ¼ of Section 18, T.25N., R.43E., W.M., City of Spokane, Spokane County, Washington, described as follows:

Commencing at a point 280.00 feet North of the North right of way line of Spokane Falls Boulevard and 712.00 feet East of East right of way line of Washington street; thence N.87°05'15"E., parallel with the North line of Spokane Falls Boulevard, 30.00 feet; thence N.02°50'49"W., parallel with the East right of way line Washington Street, 21.00 feet to the Point of Beginning; thence continue N.02°50'49"W., along the Westerly line of record of survey filed in book 67, pages 1 & 2, recorded under Auditor's file No. 9509200204, Spokane County, Washington, 12.00 feet; thence N.35°58'22"E., along said Westerly line, 67.76 feet; thence N.42°07'28"E., along said Westerly line, 40.45 feet; thence N.56°26'07"E., along said Westerly line, 9.12 feet; thence S.35°58'22"W., 125.87 feet to the Point of Beginning.

Exhibit B
Division Street Easement

A portion of the S.E. ¼ of Section 18, T.25N., R.43E., W.M., City of Spokane, Spokane County, Washington, described as follows:

Beginning at a point opposite Highway Engineers Station (herein after referred to as HES) 105+90.99 on the SR2 line survey of SR2, Spokane River Bridge Vicinity, and 48.00 feet Westerly therefrom (Basis of Bearings S.03°05'15"E. on said SR2 Survey line); thence S.03°05'15"E., parallel with said SR2 survey line, 28.84 feet; thence S.03°50'21"W., 87.07 feet to the beginning of a curve to the left the radius of which bears S.08°32'08"E., a distance of 195.00 feet; thence along said curve to the left, through a central angle of 01°55'04", an arc distance of 6.53 feet to a point 65.00 feet Westerly of said SR2 survey line (HES 104+74.99); thence S.03°05'15"E., 75.34 feet to a point 388.00 North of the North right of way line of Spokane Falls Boulevard; thence N.87°05'15"E., along said North line, 6.25 feet; thence S.03°05'15"E., 96.58 feet to the beginning of a curve to the right the radius of which bears S.86°54'45"W., a distance of 219.46 feet; thence along said curve to the right, through a central angle of 21°23'39", an arc distance of 81.95 feet; thence S.00°04'05"E., 19.74 feet to the beginning of a curve to the right the radius of which bears N.66°57'04"W., a distance of 226.46 feet; thence along said curve to the right, through a central angle 01°38'48", an arc distance of 6.51 feet to the beginning of a curve to the right the radius of which bears N.65°18'03"W., a distance of 285.00 feet; thence along said curve to the right, through a central angle of 56°39'49", an arc distance of 281.86 feet to a point 15.00 feet opposite HES 12+53.31 on the SFD line survey of SR2; thence S.81°21'46"W., 153.52 feet; thence S.79°46'46"W., 105.21 feet; thence S.02°50'49"E., 5.61 feet to the North right of way line of Spokane Falls Boulevard; thence S.87°05'15"W., along said North line, 241.98 feet to the East line of vacated McClellan Street; thence S.02°50'49"E., 2.00 feet; thence N.87°05'15"E., along a line parallel with said North line, 243.98 feet; thence N.02°50'49"W., 1.31 feet; thence N.79°46'46"E., 103.94 feet; thence N.81°21'46"E., 153.43 feet to a point 8.50 feet opposite HES 12+53.31 on the SFD line survey of SR2 and the beginning of a curve to the left the radius of which bears N.08°38'14"W., a distance of 291.50 feet; thence along said curve to the left, through a central angle of 56°04'44", an arc distance of 285.31 feet; thence N.00°04'05"W., 30.81 feet to the beginning of a curve to the left the radius of which bears N.71°47'08"W., a distance of 221.46 feet; thence along said curve to the left, through a central angle of 21°18'07", an arc distance of 82.34 feet; thence N.03°05'15"W., 96.58 feet; thence N.02°54'35"W., 75.97 feet; thence N.03°50'21"E., 87.07 feet; thence N.03°05'15"W., 29.11 feet; thence S.82°33'30"W., 2.01 feet to the Point of Beginning.

Containing 5,308 sq. ft.

Exhibit C
Map of Easement Area

Exhibit D
Permitted Improvements

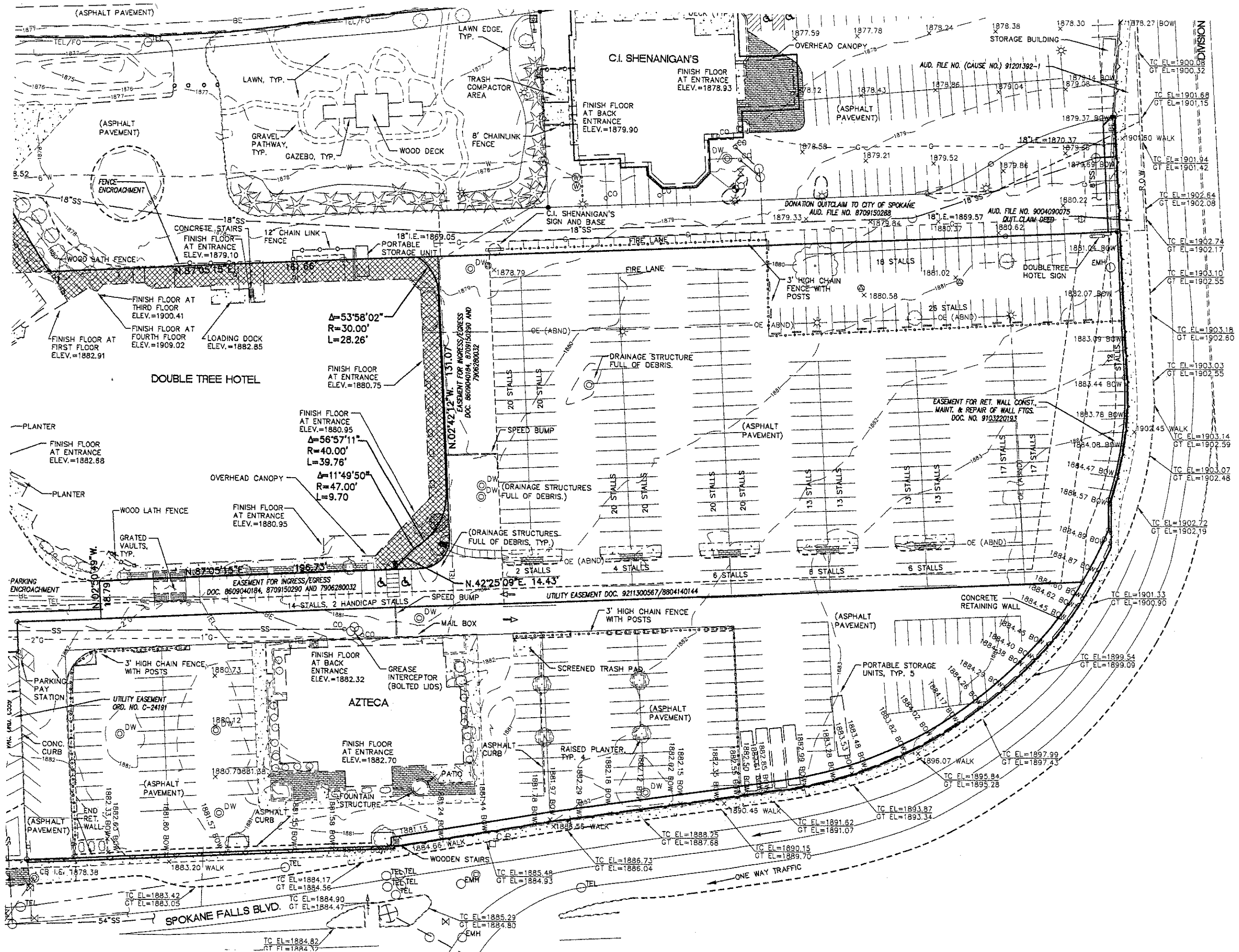
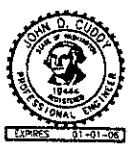
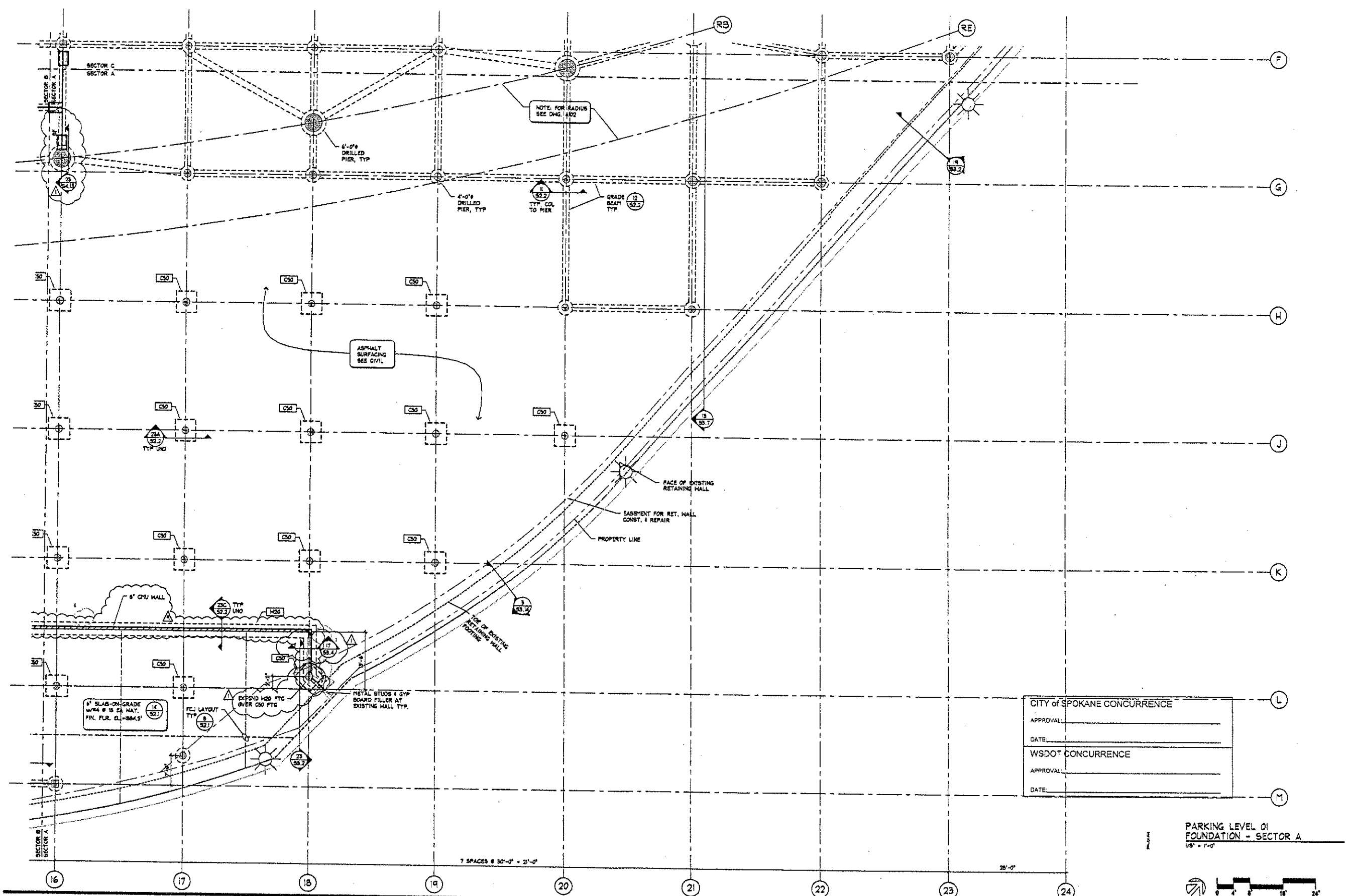


Exhibit C
Map of Easement Area

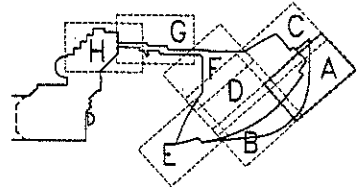


INTEGRUS ARCHITECTURE
10 SOUTH CEDAR STREET
SPOKANE WASHINGTON 99204
509.438.8581 FAX 538.2184

LMN ARCHITECTS
801 SECOND AVENUE SUITE 501
SEATTLE WASHINGTON 98104
206.622.3480 FAX 343.9388

CONSTRUCTION SET

**SPOKANE
CONVENTION CENTER
EXPANSION**

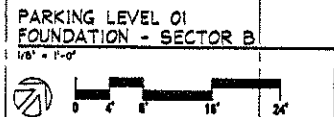
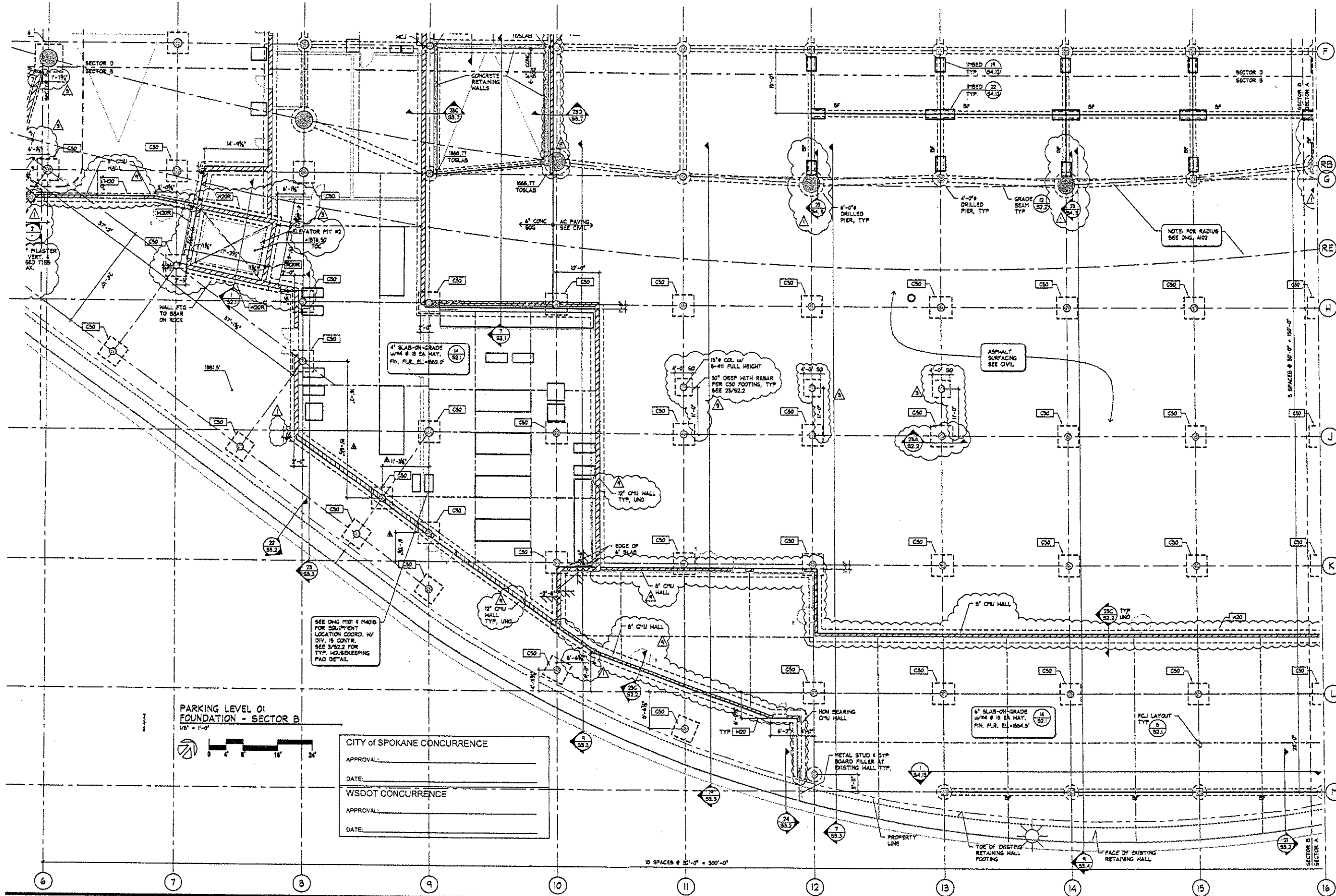


NO.	DATE	BY	DESCRIPTION
10-20-04		BP-4	ADDENDUM #1
10-28-04		BP-4	ADDENDUM #2
11-04-04		BP-4	ADDENDUM #3
01-21-05		BP-4	CLARIFICATION DWG

DESIGNED: _____
DRAWN: MJA/MS
CHECKED: JDC
DATE: 11-17-04
CASS FILE: 190a_1-DIA.dwg
JOB NUMBER: 20150.00

PLAN
**PARKING LEVEL 01
FOUNDATION - SECTOR A**
S1.1A

150308 10/07 002 1017 Appr. Building Related Construction: 2-10-04 Building Related Construction: 10-19-04 Building Related Construction: 10-19-04



CITY OF SPOKANE CONCURRENCE
 APPROVAL: _____
 DATE: _____

WSDOT CONCURRENCE
 APPROVAL: _____
 DATE: _____

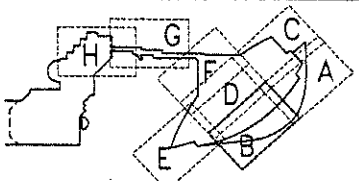


INTEGRUS ARCHITECTURE
 10 SOUTH CEDAR STREET
 SPOKANE WASHINGTON 99204
 509.838.8661 FAX 509.2194

LMN ARCHITECTS
 801 SECOND AVENUE SUITE 901
 SEATTLE WASHINGTON 98104
 206.882.3460 FAX 343.9388

CONSTRUCTION SET

SPOKANE CONVENTION CENTER EXPANSION

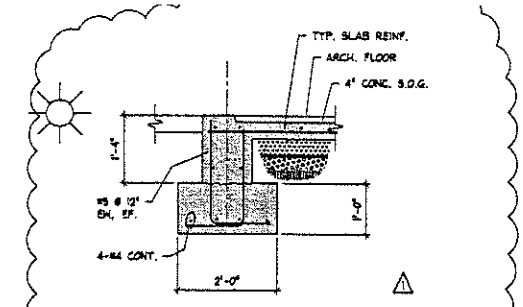


REVISIONS

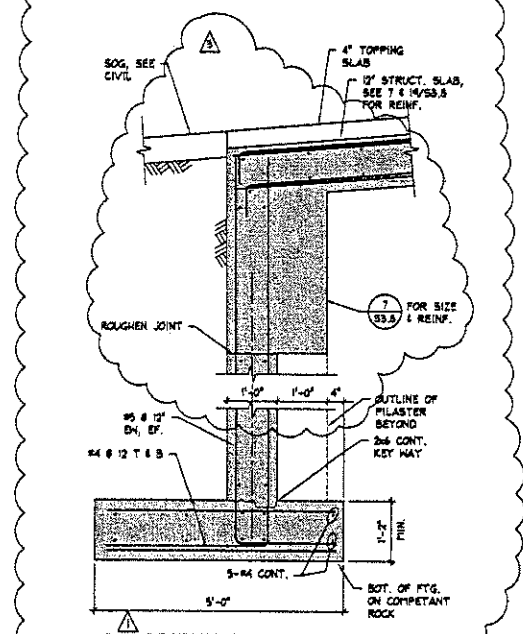
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1	10-20-04	RF-4 ADDENDUM #1
2	10-28-04	RF-4 ADDENDUM #2
3	11-04-04	RF-4 ADDENDUM #3
4	01-21-05	RF-5 CLARIFICATION OWN
5		RF-5

DESIGNED	_____
DRAWN	PLA/ML
CHECKED	JDC
DATE	11-17-04
CDR. FEE	1500.00
JOB NUMBER	20150.00

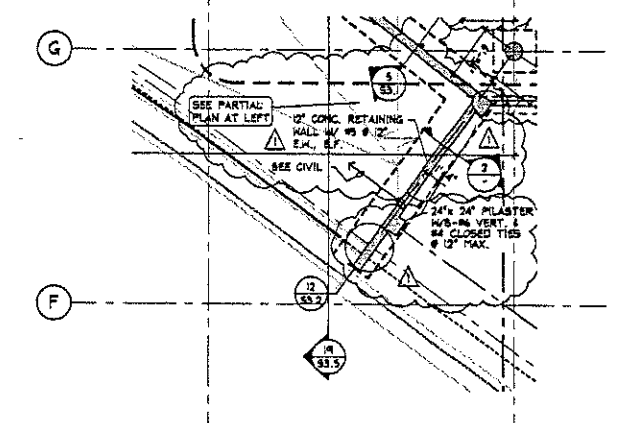
PARKING LEVEL OF FOUNDATION SECTOR B
S1.1B



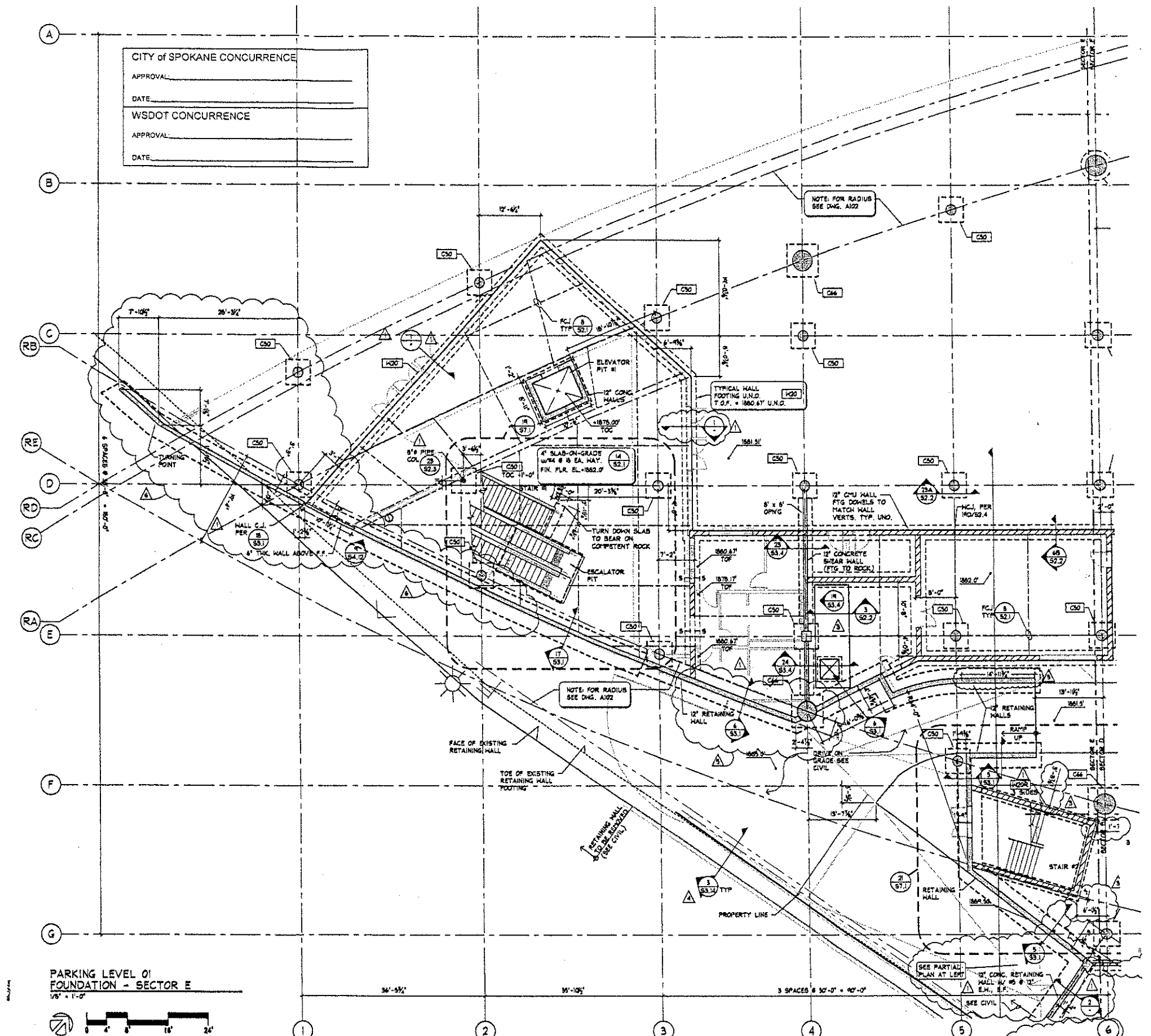
1 SECTION AT ENTRY DOOR OPENING
3/4" = 1'-0"



2 SECTION AT RETAINING WALL
3/4" = 1'-0"



PARKING LEVEL 01 FOUNDATION PARTIAL PLAN - SECTOR E
1/8" = 1'-0"



PARKING LEVEL 01 FOUNDATION - SECTOR E
1/8" = 1'-0"



CITY OF SPOKANE CONCURRENCE
 APPROVAL: _____
 DATE: _____
 WSDOT CONCURRENCE
 APPROVAL: _____
 DATE: _____

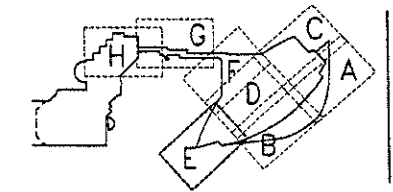


INTÉGRUS ARCHITECTURE
 10 SOUTH CEDAR STREET
 SPOKANE, WASHINGTON 99204
 509.638.6661 FAX 509.218.4194

LMNARCHITECTS
 801 SECOND AVENUE SUITE 501
 SEATTLE WASHINGTON 98104
 206.682.3480 FAX 343.8388

CONSTRUCTION SET

SPOKANE CONVENTION CENTER EXPANSION

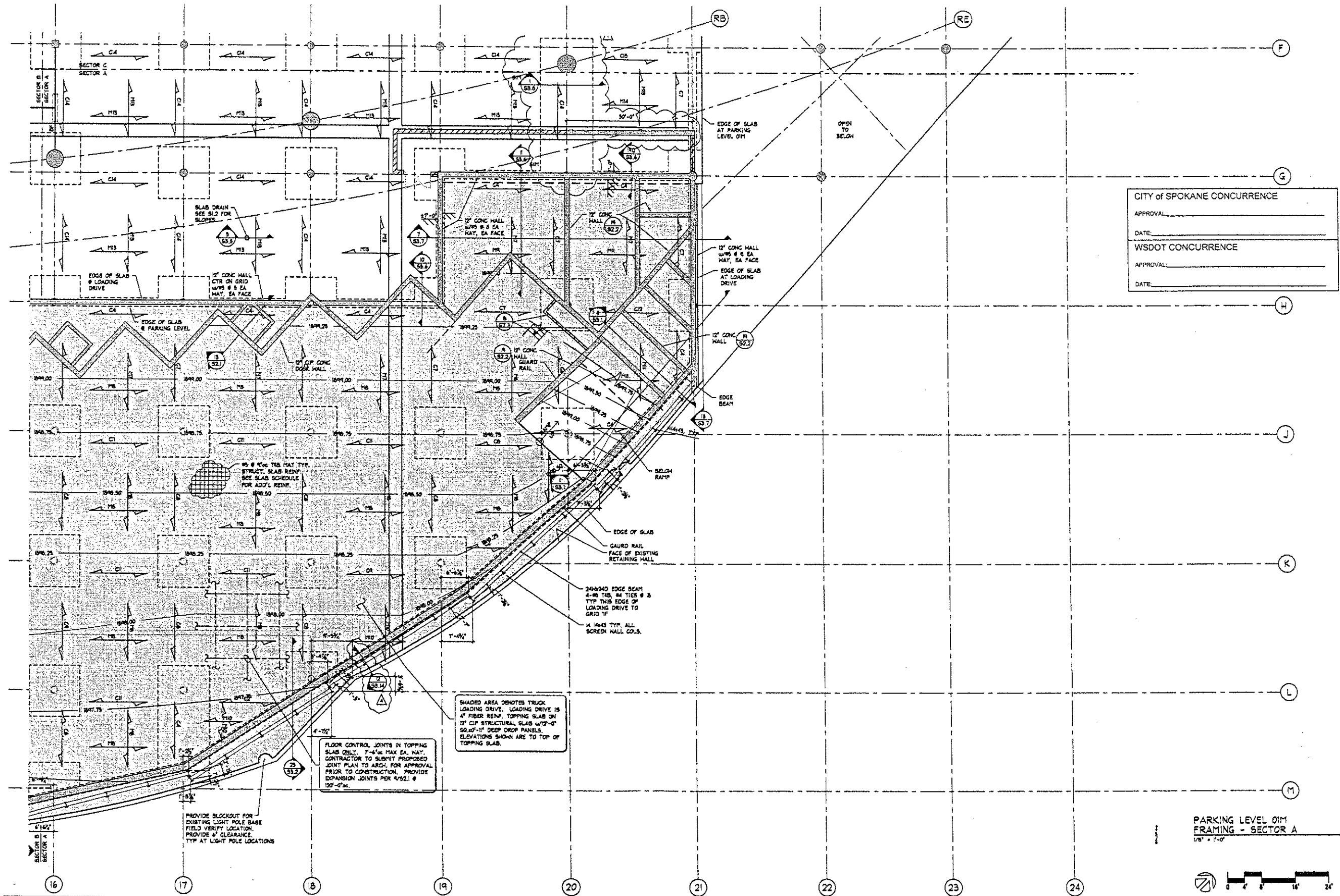


REVISIONS

NO.	DATE	DESCRIPTION
1	10-20-04	RP-4 ADDENDUM #1
2	10-28-04	RP-4 ADDENDUM #2
3	11-04-04	RP-4 ADDENDUM #3
4	01-21-05	RP-5 CLARIFICATION DWS
5		RP-5

DESIGNED	
DRAWN	MA/MH
CHECKED	JDC
DATE	11-17-04
CADD FILE	556-1-02E.dwg
JOB NUMBER	20150.03

TITLE
PARKING LEVEL 01 FOUNDATION SECTOR E
S1.1E



CITY OF SPOKANE CONCURRENCE
 APPROVAL: _____
 DATE: _____
 WSDOT CONCURRENCE
 APPROVAL: _____
 DATE: _____

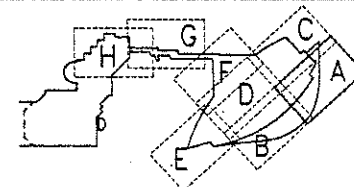
PARKING LEVEL OIM
 FRAMING - SECTOR A
 1/8" = 1'-0"



INTEGRUS ARCHITECTURE
 10 SOUTH CEDAR STREET
 SPOKANE WASHINGTON 99204
 509.838.8581 FAX 538.2194
LMNARCHITECTS
 801 SECOND AVENUE SUITE 501
 SEATTLE WASHINGTON 98104
 206.682.3460 FAX 343.9386

CONSTRUCTION SET

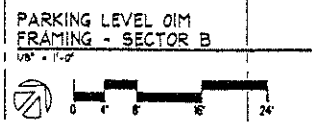
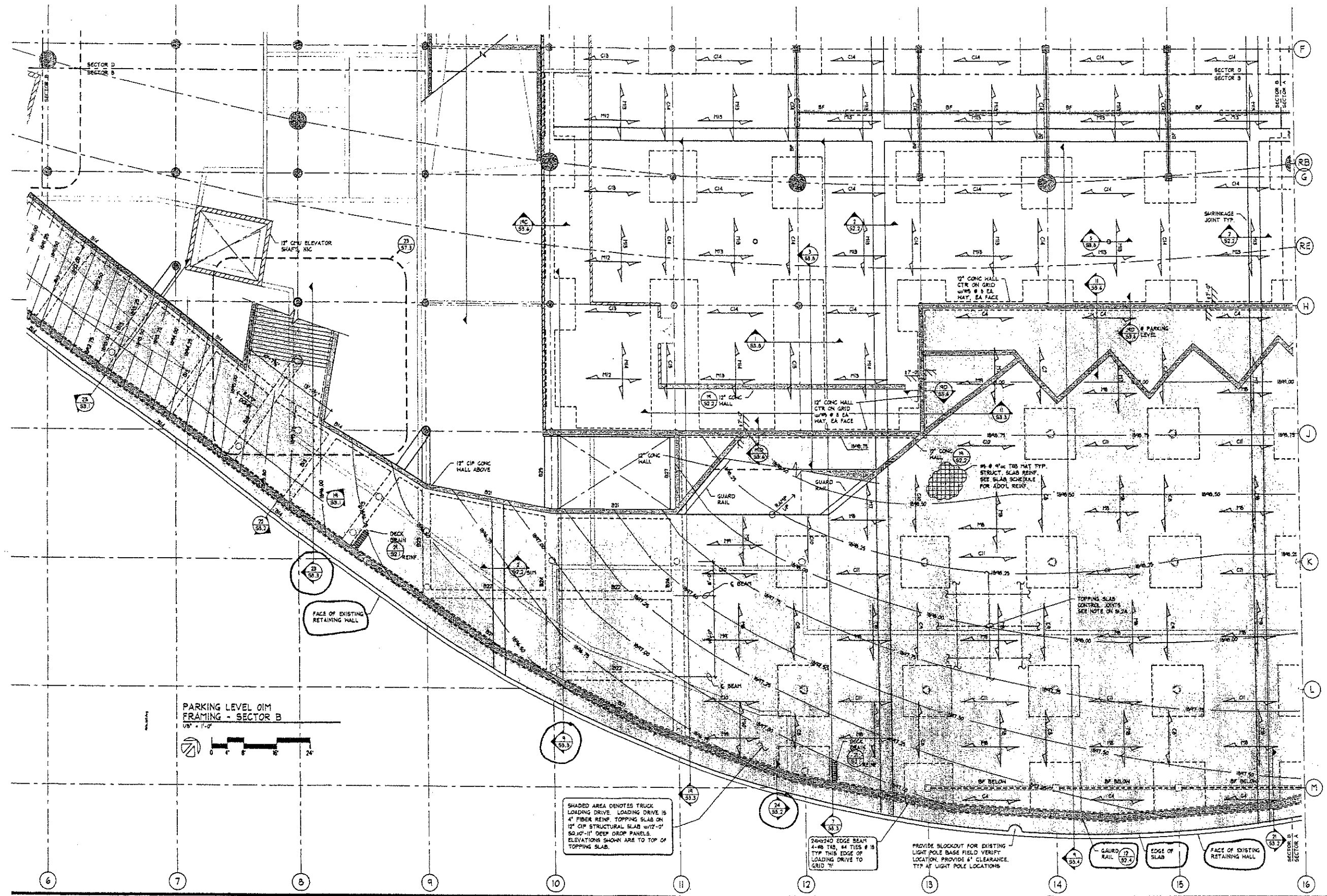
SPOKANE
 CONVENTION CENTER
 EXPANSION



NO.	DATE	DESCRIPTION
1	10-20-04	SP-A ADDENDUM #1
2	10-28-04	SP-A ADDENDUM #2
3	11-04-04	SP-A ADDENDUM #3
4	01-21-05	SP-A CLARIFICATION DWG
		SP-5

DESIGNED: _____
 DRAWN: MAA/ML
 CHECKED: JOC
 DATE: 11-17-04
 DRAW FILE: SPOA_1-02A.dwg
 JOB NUMBER: 20150.00

TITLE
 PARKING LEVEL OIM - FRAMING
 SECTOR A
S1.2A



SHADED AREA DENOTES TRUCK LOADING DRIVE. LOADING DRIVE IS 4" FIBER REINF. TOPPING SLAB ON 12" CIP STRUCTURAL SLAB WITH 50x10" DEEP DROP PANELS. ELEVATIONS SHOWN ARE TO TOP OF TOPPING SLAB.

24x24 EDGE BEAM 4 #4 TIES #4 TYP. THIS EDGE OF LOADING DRIVE TO GRID 11

PROVIDE BLOCKOUT FOR EXISTING LIGHT POLE BASE FIELD VERIFY LOCATION PROVIDE 4" CLEARANCE TYP AT LIGHT POLE LOCATIONS

12" CONC. DECK BEAM 2 #4 REINF.

12" CONC. GUARD RAIL 2 #4

EDGE OF SLAB

FACE OF EXISTING RETAINING WALL

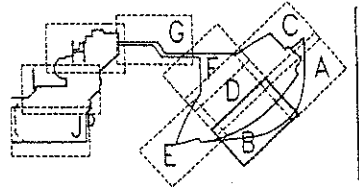


INTÉGRUS ARCHITECTURE
 10 SOUTH CEDAR STREET
 SPOKANE WASHINGTON 99204
 509.836.8681 FAX 536.2194

LMN ARCHITECTS
 801 SECOND AVENUE SUITE 501
 SEATTLE WASHINGTON 98104
 206.881.3400 FAX 543.9388

**BID PACKAGE 3
 STRUCTURAL CONCRETE,
 SITE UTILITIES & GRADING**

**SPOKANE
 CONVENTION CENTER
 EXPANSION**



REVISIONS

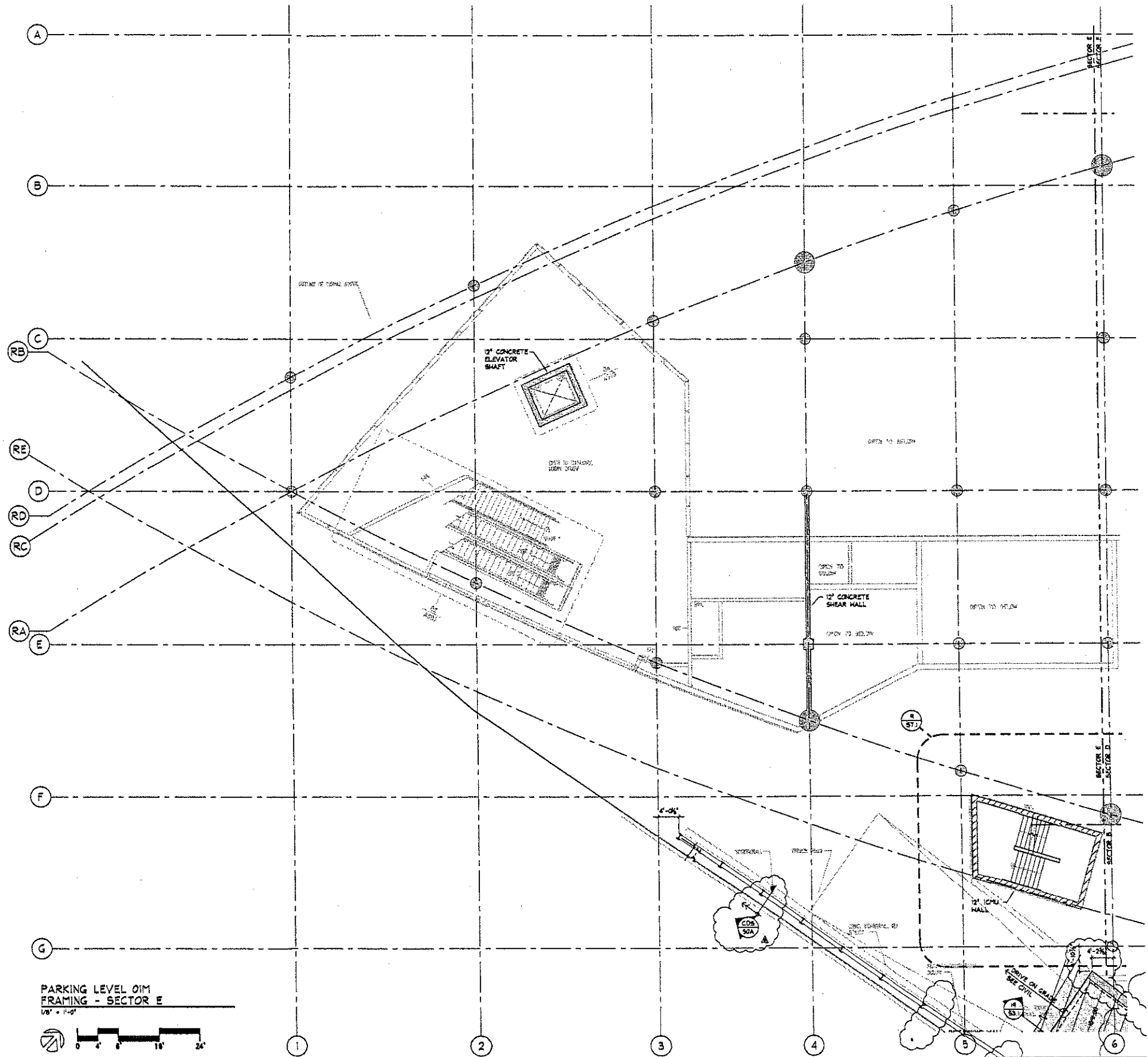
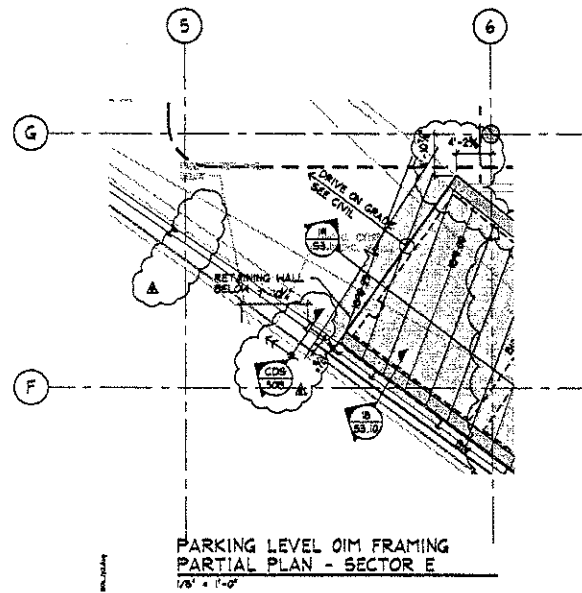
NO.	DATE	DESCRIPTION

DRAWN	MA/AM
CHECKED	JDC
DATE	08-23-04
CAPP FILE	1504_1_02B.dwg
JOB NUMBER	2050 00

TITLE
**PARKING LEVEL
 DIM - FRAMING
 SECTOR B**

S1.2B

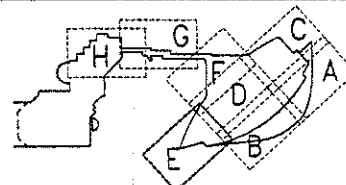
CITY of SPOKANE CONCURRENCE
 APPROVAL: _____
 DATE: _____
 WSDOT CONCURRENCE
 APPROVAL: _____
 DATE: _____



INTÉGRUS ARCHITECTURE
 10 SOUTH CEDAR STREET
 SPOKANE WASHINGTON 99204
 509.538.8861 FAX 538.2194
LMNARCHITECTS
 801 SECOND AVENUE SUITE 501
 SEATTLE WASHINGTON 98104
 206.681.3460 FAX 343.9388

CONSTRUCTION SET

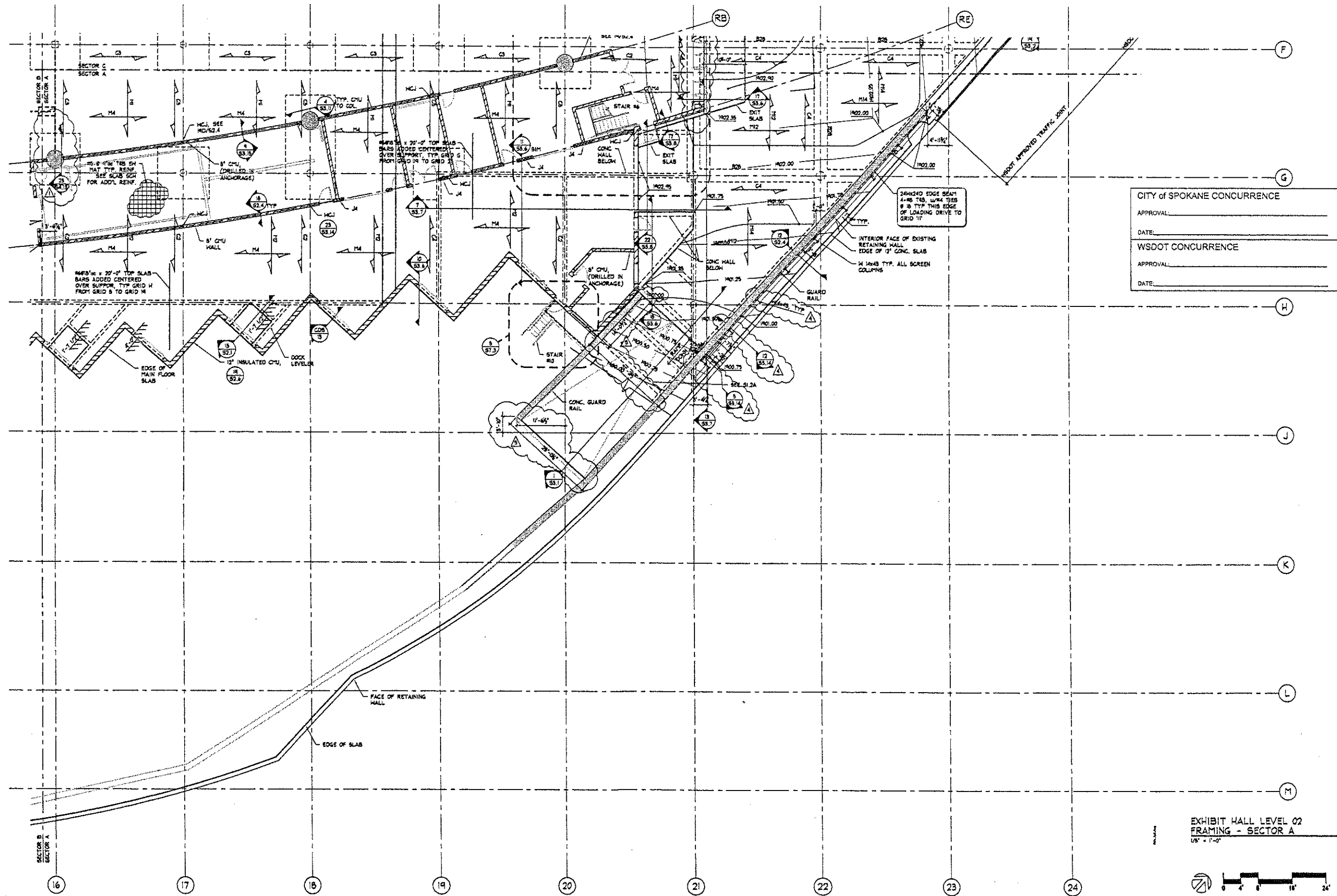
**SPOKANE
 CONVENTION CENTER
 EXPANSION**



NO.	DATE	BY	DESCRIPTION
1	10-20-04	SP-L	ADDENDUM #1
2	10-28-04	SP-L	ADDENDUM #2
3	11-04-04	SP-L	ADDENDUM #3
4	01-21-05	SP-L	CLARIFICATION DWG
5		SP-L	

DESIGNED: _____
 DRAWN: MJA/AAI
 CHECKED: JDC
 DATE: 11-17-04
 CAD FILE: 1604-L-02E.dwg
 JOB NUMBER: 20156.00

FILE
**PARKING LEVEL OIM - FRAMING
 SECTOR E**
S1.2E



CITY OF SPOKANE CONCURRENCE

APPROVAL: _____

DATE: _____

WSDOT CONCURRENCE

APPROVAL: _____

DATE: _____

EXHIBIT HALL LEVEL 02
FRAMING - SECTOR A
1/8" = 1'-0"

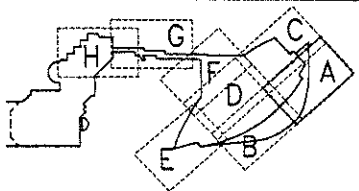


INTEGRUS ARCHITECTURE
10 SOUTH CEDAR STREET
SPOKANE WASHINGTON 99204
509.838.8681 FAX 838.2164

LMN ARCHITECTS
801 SECOND AVENUE SUITE 501
SEATTLE WASHINGTON 98104
206.882.3490 FAX 343.9308

CONSTRUCTION SET

**SPOKANE
CONVENTION CENTER
EXPANSION**



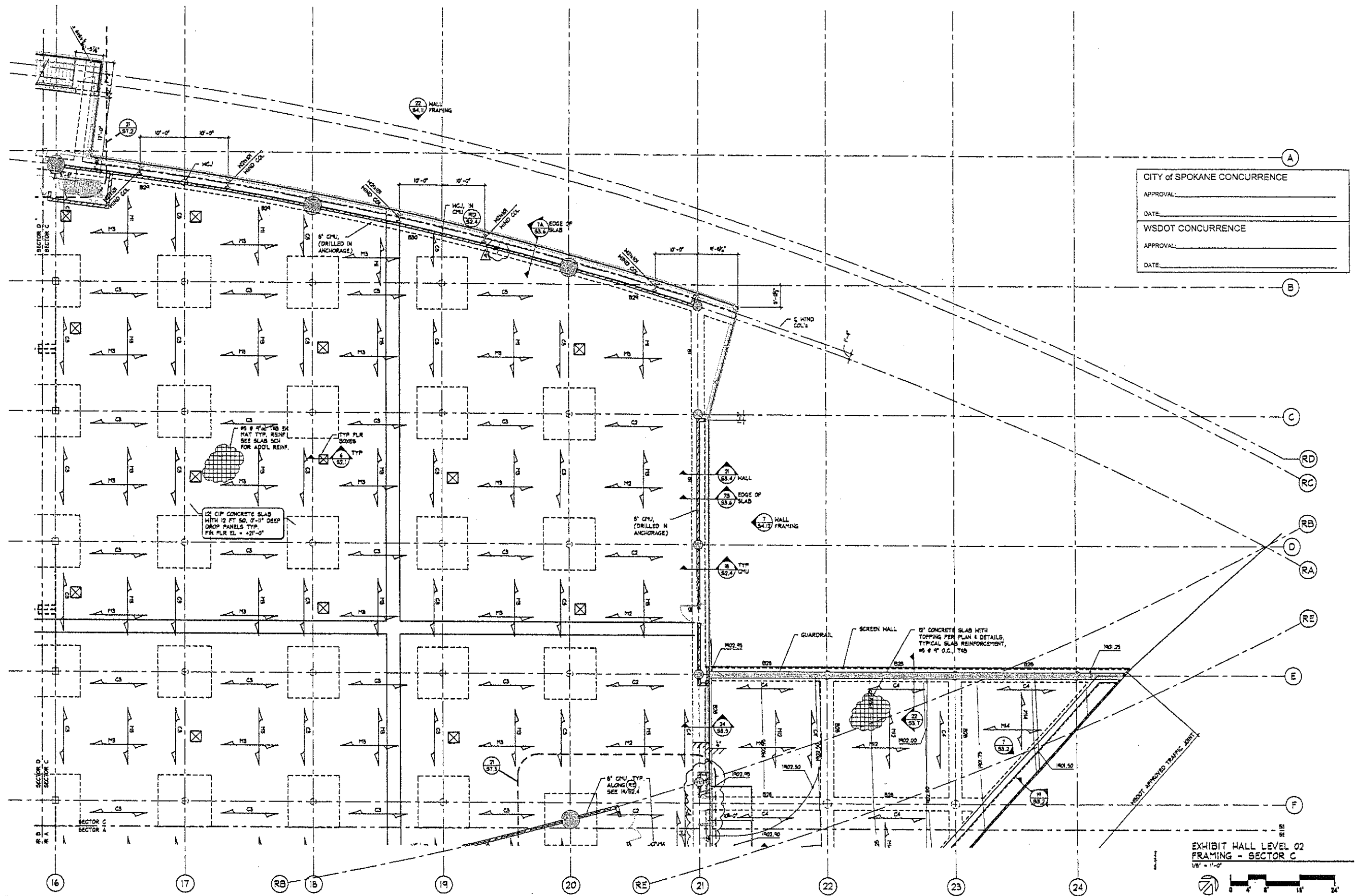
NO.	DATE	BY	REVISION
1	10-20-04	BP-4	ADDENDUM #1
2	10-29-04	BP-4	ADDENDUM #2
3	11-04-04	BP-4	ADDENDUM #3
4	11-21-05	BP-4	CLARIFICATION QWS
5		BP-5	

SEARCHED	INDEXED
DRAWN	MA/AM
CHECKED	JDC
DATE	11-17-04
CADD FILE	1904_1-02A.dwg
JOB NUMBER	20150.00

FILE
**EXHIBIT HALL
LEVEL 02-FRAMING
SECTOR A**

S1.3A

Exhibit D
Permitted Improvements



CITY of SPOKANE CONCURRENCE

APPROVAL: _____

DATE: _____

WSDOT CONCURRENCE

APPROVAL: _____

DATE: _____

EXHIBIT HALL LEVEL 02
FRAMING - SECTOR C

1/8" = 1'-0"

SHEET 1.3C1 Approved: March 24, 2004. All work shall conform to the applicable codes and specifications. The contractor shall be responsible for obtaining all necessary permits.

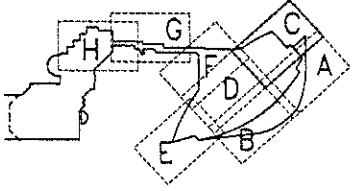


INTEGRUS ARCHITECTURE
 10 SOUTH CEDAR STREET
 SPOKANE WASHINGTON 99204
 509.458.8881 FAX 538.2194

LMN ARCHITECTS
 801 SECOND AVENUE SUITE 501
 SEATTLE WASHINGTON 98104
 206.582.3460 FAX 343.8368

CONSTRUCTION SET

SPOKANE
CONVENTION CENTER
EXPANSION



NO.	DATE	BY	DESCRIPTION
1	10-10-04	BP-4	ADDENDUM #1
2	10-28-04	BP-4	ADDENDUM #2
3	11-24-04	BP-4	ADDENDUM #3
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5		BP-5	

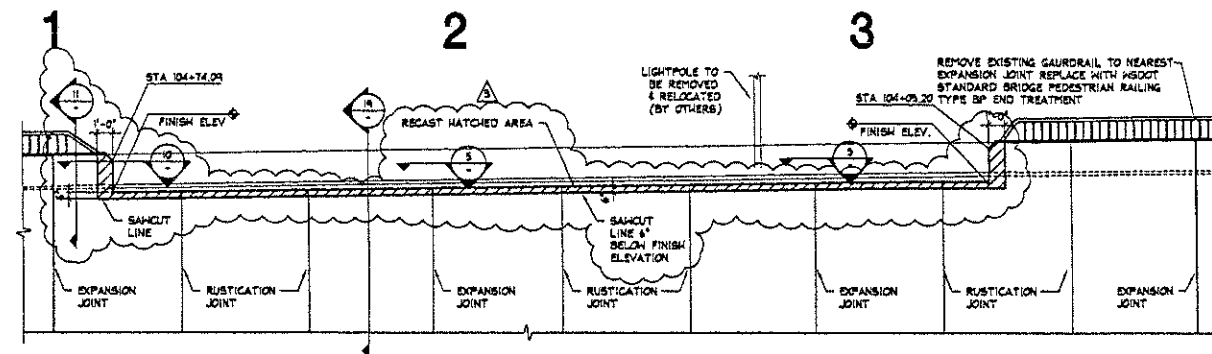
DESIGNED	_____
DRAWN	PLA/SH
CHECKED	JDC
DATE	11-17-04
EXIB FILE	1304-1-03C.dwg
JOB NUMBER	20150.00

EXHIBIT HALL
LEVEL 02 FRAMING
SECTOR C

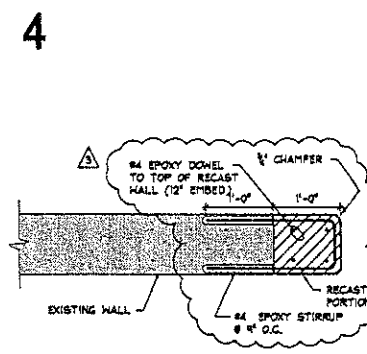
S1.3C

CITY OF SPOKANE CONCURRENCE
 APPROVAL: _____
 DATE: _____

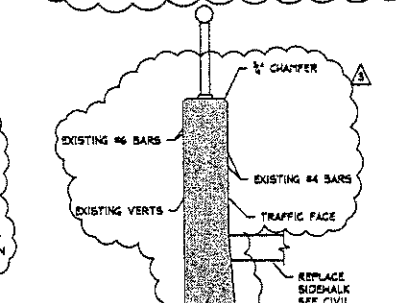
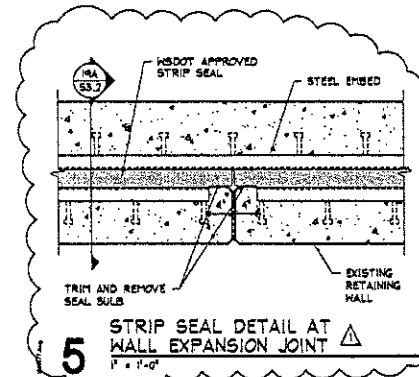
WSDOT CONCURRENCE
 APPROVAL: _____
 DATE: _____



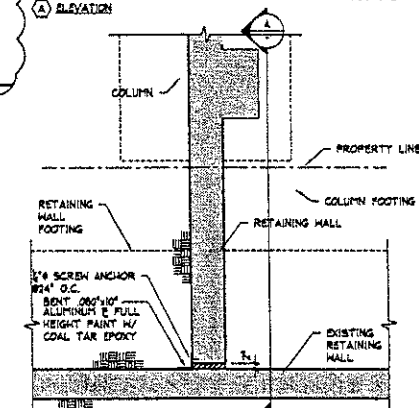
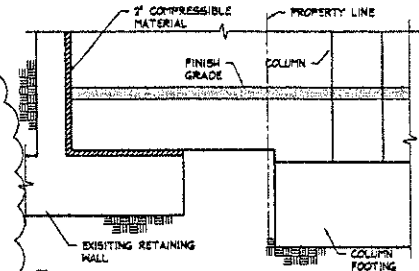
7 ELEVATION OF EXISTING RETAINING WALL AT TRUCK ACCESS CUTOUT
 3/8" = 1'-0"



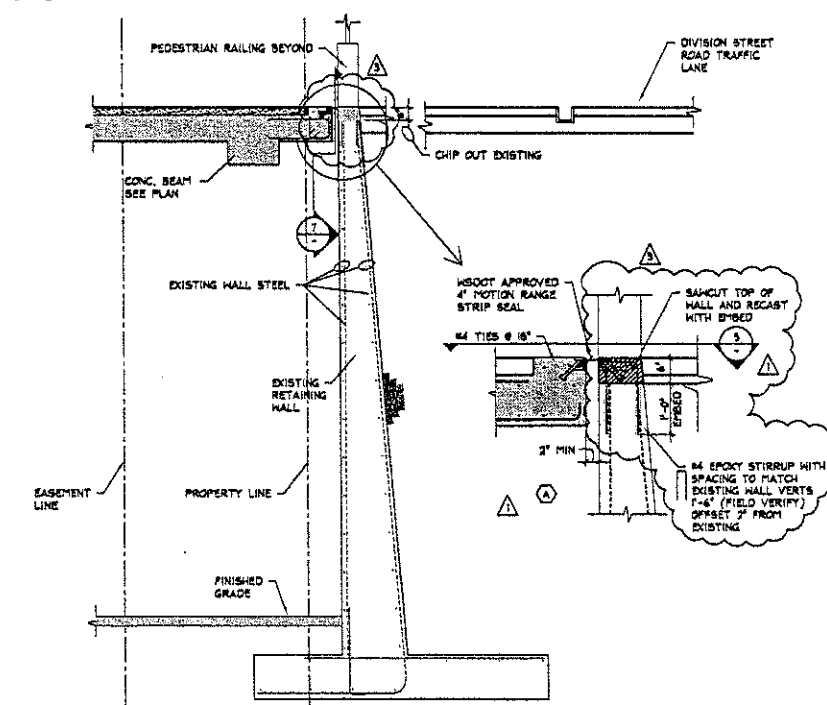
10 SECTION OF EXISTING RETAINING WALL AT TRUCK ACCESS CUTOUT
 1" = 1'-0"



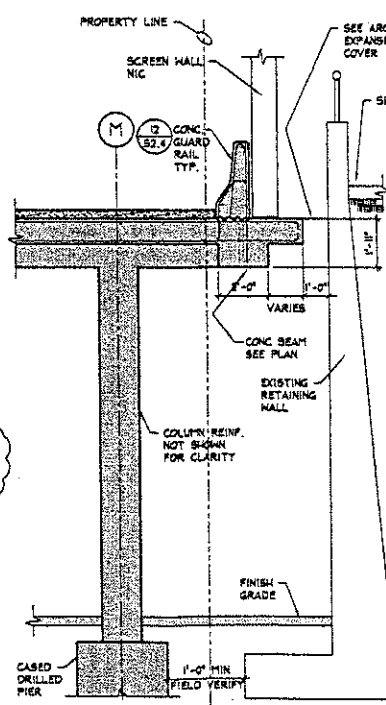
11 SECTION OF EXISTING RETAINING WALL AT TRUCK ACCESS CUTOUT
 3/4" = 1'-0"



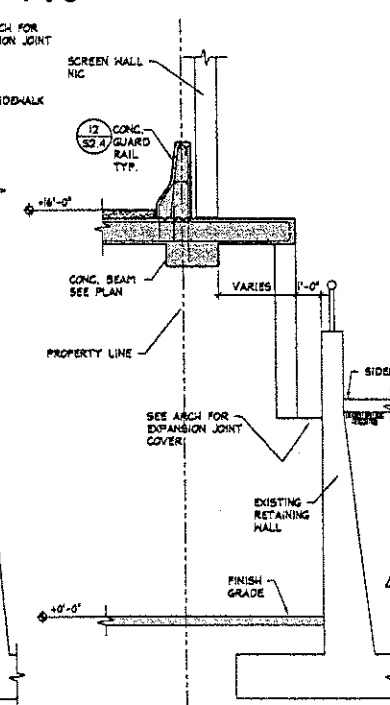
12 RETAINING WALL CONNECTION TO EXISTING RETAINING WALL
 1/2" = 1'-0"



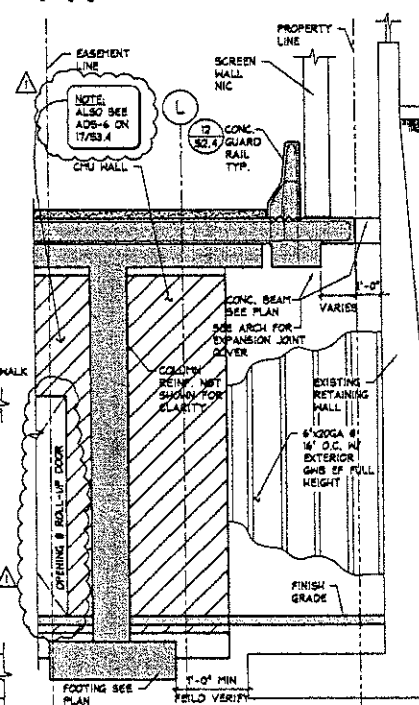
19 SECTION AT TRUCK ENTRY
 3/8" = 1'-0"



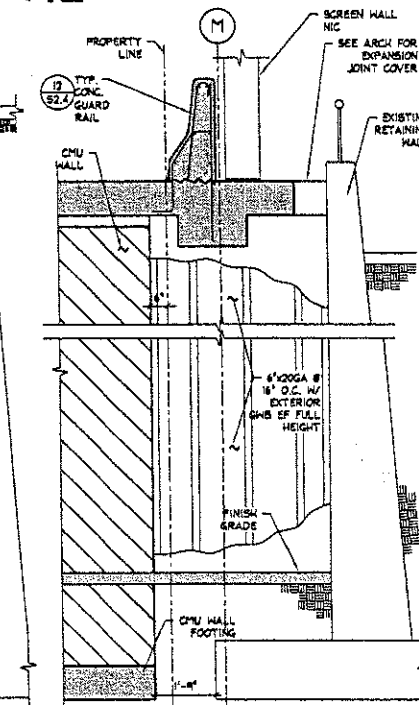
21 SECTION ALONG GRID 16
 3/8" = 1'-0"



22 SECTION
 3/8" = 1'-0"



23 SECTION ALONG GRID 18
 3/8" = 1'-0"



24 SECTION NEAR GRID 10
 1/2" = 1'-0"

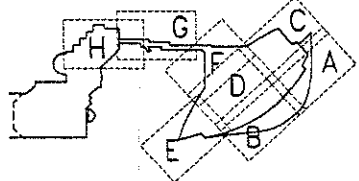


INTEGRUS ARCHITECTURE
 10 SOUTH CEDAR STREET
 SPOKANE WASHINGTON 99204
 509.838.8881 FAX 509.2194

LMNARCHITECTS
 801 SECOND AVENUE SUITE 501
 SEATTLE WASHINGTON 98104
 206.682.3460 FAX 343.9368

CONSTRUCTION SET

SPOKANE CONVENTION CENTER EXPANSION



NO.	DATE	BY	DESCRIPTION
Δ	10-20-04	BP-4	ADDENDUM #1
Δ	10-28-04	BP-4	ADDENDUM #2
Δ	11-04-04	BP-4	ADDENDUM #3
Δ	01-21-05	BP-4	CLARIFICATION QWO
		BP-5	

DESIGNED	TSM/KC/P
DRAWN	MH
CHECKED	JC
DATE	11-17-04
CADD FILE	2004_3_02.dwg
JOB NUMBER	20150.00

SECTION & DETAILS
S3.2

Exhibit D
Permitted Improvements