

## AGENDA SHEET

**SUBMITTING DEPARTMENT:** Community Services, Housing, and Community Development

**CONTACT PERSON:** Jamie Gadd

**PHONE NUMBER:** 509-477-4512

**CHECK TYPE OF MEETING ITEM BELOW:**

**2:00 PM CONSENT AGENDA:** ☒

**BY LEAVE:** ☐

**5:00 PM LEGISLATIVE SESSION:** ☐

**BY LEAVE:** ☐

**SPECIAL SESSION:** ☐

**BELOW FOR CLERK'S USE ONLY:**

Clerk's Resolution No. \_\_\_\_\_

Approved: Majority/Unanimous \_\_\_\_\_

Denied: Majority/Unanimous \_\_\_\_\_

Renews/Amends No. \_\_\_\_\_

Public Works No. \_\_\_\_\_

Purchasing Dept. No. \_\_\_\_\_

**AGENDA TITLE:** IN THE MATTER OF EXECUTING LAND TRANSFER AGREEMENT NO. 19CS2391, AND STATUTORY WARRANTY DEED, BETWEEN SPOKANE COUNTY COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT (CSHCD) DEPARTMENT AND TAMARACK CENTER REGARDING THE TRANSFER OF PROPERTY, LOCATED AT 2901 W. ELLIOTT DRIVE SPOKANE WASHINGTON (FORMERLY 2901 FORT GEORGE WRIGHT DRIVE, SPOKANE WASHINGTON).

**BACKGROUND** (Attach separate sheet(s) if necessary): The property located at 2901 W. Elliott Drive, Spokane Washington (formerly 2901 Fort George Wright Drive, Spokane Washington) was approved on May 21, 2019, for transfer to Tamarack Center via resolution 2019-1048, to be completed on or before the conclusion of the lease extension's expiration date of July 6, 2020, set forth in the terms of the lease agreement. In addition, the CSHCD Department received approval from the Washington State Department of Social and Health Services (DSHS) on October 31, 2019, to move forward with this property transfer as well.

Tamarack Center has agreed to pay all closing costs. Both Parties now need the Land Transfer Agreement, 19CS2391, and the Statutory Warranty Deed, fully executed before Spokane County Title Company can finalize all required documentation related to this property transfer.

**RECOMMENDATION:** Approve

**FISCAL IMPACT:** None

**SIGNATURES:**

**Kathleen Torella**

\_\_\_\_\_  
Department Head/Elected Official or  
Designated Authority (Requesting Agenda Item)

\_\_\_\_\_  
Gerry Gemmill  
Chief Executive Officer

\_\_\_\_\_  
Grants Administrator (sign-off)

☐ This item needs to be codified in the County Code Book.

NO. \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING LAND )  
TRANSFER AGREEMENT NO. 19CS2391, AND )  
STATUTORY WARRANTY DEED, BETWEEN )  
SPOKANE COUNTY COMMUNITY SERVICES, )  
HOUSING, AND COMMUNITY DEVELOPMENT )  
(CSHCD) DEPARTMENT AND TAMARACK )  
CENTER REGARDING THE TRANSFER OF )  
PROPERTY, LOCATED AT 2901 W. ELLIOTT )  
DRIVE SPOKANE WASHINGTON (FORMERLY )  
2901 FORT GEORGE WRIGHT DRIVE, SPOKANE )  
WASHINGTON) )

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners of Spokane County, Washington, pursuant to Revised Code of Washington (RCW), Section 36.32.120(6), has the care of county property and the management of county funds and business; and

**WHEREAS**, on May 21, 2019, the Spokane Board of County Commissioners (BoCC) approved the transfer of this property via Resolution No. 2019-1048, to be completed on or before the conclusion of the lease extension's expiration date of July 6, 20120, as set forth in the terms of the lease agreement. In addition, the CSHCD Department received approval from the Washington State Department of Social and Health Services (DSHS) to move forward with this property transfer on October 31, 2019; and

**WHEREAS**, the CSHCD Department and Tamarack Center now need the Land Transfer Agreement, 19CS2391, and the Statutory Warranty Deed, fully executed before Spokane County Title Company can finalize all required documentation related to this property transfer; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Spokane County that the attached Land Transfer Agreement is approved for the purposes as set forth above.

**BE IT FURTHER RESOLVED** that this resolution constitutes authority for the Chair of the Board, or a majority of the Board of Spokane County Commissioners, the Chief Operating Officer, the Chief Budget Officer, or the Chief Executive Officer, in other than an open meeting, to sign and enter into the above noted Agreement, attached to this Resolution.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
Al French, Chair

ATTEST:

\_\_\_\_\_  
Josh Kerns, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board  
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\_\_\_\_\_  
Mary L. Kuney, Commissioner

**PLEASE RETURN TO:**

Tamarack Center  
2901 W. Elliott Drive  
Spokane, WA 99204

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**STATUTORY WARRANTY DEED**

THE GRANTOR, SPOKANE COUNTY, a political subdivision of the State of Washington, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, conveys, and warrants, free and clear of all liens and encumbrances, to Tamarack Center, a non-profit corporation of the State of Washington ("GRANTEE"), and its assigns forever, the following described real estate, situated in the County of Spokane, State of Washington:

See attached Exhibit "A" for Full Legal Description.

*Legal Description:* 11-25-42 THAT PTN OF GOV LT 9 DAF; BEG AT E1/4 COR OF SEC 11 WHICH PT BEARS N3DEG 20MIN 42SDS E FROM SE COR OF SEC 11 THS65DEG 50MIN 44SDS W795.23FT TO PT IN R/W OF FORT W RIGHT DR TH S55DEG 04MIN 45SDS E424.17FT TO TRUE POB TH S51DEG27MIN 09SDS E241FT TH S38DEG 32MIN 51SDS W225.82FT TH N74DEG09MIN 09SDS W135.19FT TH N15DEG 50MIN 51SDS E301.33FT TOTRUE POB

*Assessor's Property Tax Parcel Number:* 25114.0052

TOGETHER with all hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above real estate.

Such real estate is conveyed pursuant to and subject to the terms, conditions, rights and obligations of the Land Transfer Agreement between Grantor and Grantee, dated February \_\_\_\_\_, 2020, which Agreement shall survive this Deed. The terms and provisions of said Land Transfer Agreement between Grantor and Grantee are incorporated herein by reference.

SUBJECT TO: Items set forth in Exhibit "B" and incorporated herein by this reference.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
AL FRENCH, Chair

\_\_\_\_\_  
JOSH KERNS, Vice Chair

ATTEST:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
MARY L. KUNEY, Commissioner

STATE OF WASHINGTON )

) ss.

COUNTY OF SPOKANE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared Al French, Josh Kerns, & Mary L. Kuney to be known to me to be the Chair, Vice Chair, and Commissioner of the Board of County Commissioners of Spokane County, Washington that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary name printed or typed:

Notary Public in and for the State of Washington. Residing  
at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

A portion of Government Lot 9, in Section 11, Township 25 North, Range 42 East, W.M., in Spokane County, Washington defined as follows:

Beginning at East 1/4 corner of Section 11 which point bears North 3° 20' 42" East from Southwest corner of Section 11, thence 65° 50' 44" West 795.23 feet to point in right of way of Fort Wright Drive, thence South 55° 04' 45" East 424.17 feet to true point of beginning, thence South 51° 27' 09" East 241 feet, thence South 38° 32' 51" West 225.82 feet, thence North 74° 09' 09" West 135.19 feet, thence North 15° 50' 51" East 301.33 feet to true point of beginning, situate in Spokane County, Washington.

Spokane County Tax Parcel No. 25114.0052

**EXHIBIT B**

**SUBJECT TO**

SUBJECT to the following:

Pursuant to RCW 43.83.400(1), Grantee agrees that the Subject Property will be used in perpetuity by a nonprofit corporation organized to provide services for individuals with physical or mental disabilities, in exchange for the promise to continually operate services benefiting the public on the site as required by Chapter 43.99C RCW and RCW 43.83.400.

The Parties further agree that pursuant to RCW 43.83.400(2) and (4) that ownership and possession of the Subject Property will immediately revert back to the Grantor if Grantee ceases to use the Subject Property for the uses described in Chapter 43.99C RCW and RCW 43.83.400(1).

Grantee is authorized to sell the Subject Property pursuant to RCW 43.83.400(1) only if all of the following conditions are satisfied: (a) Any such sale must have the prior written approval by the department of social and health services; (b) all proceeds from such a sale must be applied to the purchase price of a different property or properties of equal or greater value than the original property; (c) any new property or properties must be used for the purposes stated in Chapter 43.99C RCW and RCW 43.83.400; (d) the new property or properties must be available for use within one year of sale; and (e) Grantee must enter into an agreement with the Grantor to reimburse the Grantor for the value of the original property at the time of the sale if Grantee ceases to use the new property for the purposes described in Chapter 43.99C RCW and RCW 43.83.400.

**LAND TRANSFER AGREEMENT BETWEEN  
SPOKANE COUNTY AND TAMARACK CENTER**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at West 1116 Broadway Avenue, Spokane, Washington, 99260 ("County"), and TAMARACK CENTER, a Washington non-profit corporation, having offices for the transaction of business at 2901 West Elliott Drive, Spokane, Washington 99224 ("Tamarack") and jointly referred to along with the County as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of Revised Code of Washington (RCW) 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

**WHEREAS**, the County is the owner of certain real property, consisting of 47,280 square feet more or less ("Subject Property"), which is located at 2901 West Elliott Drive, Spokane, Washington 99204 in Spokane County, Washington. The Subject Property includes Spokane County Tax Parcel No. 25114.0052 and is more particularly described in "Exhibit A" attached hereto and incorporated herein by reference; and

**WHEREAS**, pursuant to the provisions of chapter 43.99C RCW, the Board of County Commissioners of Spokane County submitted and the State of Washington, Department of Social and Health Services approved the final application for Referendum 37 funding and issued DSHS Contract No. 0206-BGG-33823. The County used the money to construct a facility on the Subject Property to be utilized for the care, training, and rehabilitation of persons with sensory, physical or mental handicaps; and

**WHEREAS**, in 1984, pursuant to Spokane County Resolution No. 84-0439, the County leased the Subject Property to Tamarack for a term running from July 6, 1984 to July 6, 2010. During that period Tamarack, in accordance with Reference 37, used the Subject Property for the care, training, and rehabilitation of persons with sensory, physical or mental handicaps; and

**WHEREAS**, in 2010, pursuant to Spokane County Resolution No. 10-0531, the County leased the Subject Property to Tamarack for a term running from July 6, 2010 to July 6, 2020. Under this Lease Agreement, Tamarack, in accordance with Referendum 37, has continued to use the Subject Property for the care, training, and rehabilitation of persons with sensory, physical or mental handicaps; and

**WHEREAS**, the parties desire continuity of services and that the Subject Property continue to be used for the care, training, and rehabilitation of persons with sensory, physical or mental handicaps; and

**WHEREAS**, the County desires to divest itself of ownership, management, and financial responsibility for the operation and ownership of the Subject Property; and

**WHEREAS**, pursuant to the conditions set forth in RCW 43.83.400, the County may transfer real property without further consideration real property and facilities acquired, constructed, or otherwise improved under RCW Chapter 43.99C to nonprofit corporations organized to provide services for individuals with physical or mental disabilities, in exchange for the promise to continually operate services benefiting the public on the site, and

**WHEREAS**, it is in the best interest of the public that the County transfer ownership of the Subject Property to Tamarack; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

### **SECTION 1: TRANSFER OF OWNERSHIP**

The County agrees to convey and transfer to Tamarack, and Tamarack agrees to acquire and take from the County, ownership of the Subject Property pursuant to the terms and conditions set forth herein.

### **SECTION 2: CONSIDERATION**

The transfer of ownership of the Subject Property is made in consideration of the Parties' mutual performance of the requirements set forth in RCW 43.83.400, as well the terms and conditions set forth herein.

### **SECTION 3: CONTINGENCIES**

This transfer of ownership is contingent upon the following:

- a. The Tamarack's acceptance of the results of a Level 1 Environmental Assessment and report on the Subject Property. Tamarack shall have ten (**10**) business days upon receipt of the environmental report to reject the same in writing. If Tamarack does not object in writing, this contingency will be deemed satisfied and waived. Completion of the Level 1 Environmental Assessment shall be at Tamarack's expense.
- b. Tamarack's satisfaction with the content of a title report and standard title insurance policy to be paid for by Tamarack. Spokane County Title Company is the agency on record for the standard title insurance policy.
- c. The approval by Washington State DSHS for this transaction.
- d. Tamarack will obtain and maintain property insurance on the building equal to the replacement value, with Spokane County listed as an additional insured on the policy. Evidence of this policy must be provided to Spokane County, annually, to ensure the coverage remains in effect during the duration of this Agreement.
- e. Tamarack will provide Spokane County an annual attestation due January 31 of each year to the [SCRBHContracts@spokanecounty.org](mailto:SCRBHContracts@spokanecounty.org) email address (template to be provided by



Spokane County), confirming that the property continues to be utilized in accordance with RCW 43.83.400(1).

#### **SECTION 4: INSPECTION; CONDITION OF THE PROPERTY**

Tamarack is encouraged to inspect the Subject Property at its expense prior to title transfer to satisfy itself with the condition of the Subject Property. Except as provided herein, Tamarack is acquiring the Subject Property, "as is" without warranty of any kind by the Seller.

The County does not make any warranties, and specifically disclaims any warranties, express or implied, including any warrant of merchantability or fitness for a particular purpose, with respect to the Subject Property, and no official, employee, representative or agent of the County is authorized otherwise.

Tamarack acknowledges and agrees the County shall have no liability for, and that Tamarack shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by Tamarack or the County.

#### **SECTION 5: CLOSING**

This transaction will be closed in escrow by Spokane County Title Company of Spokane acting as escrow agent, hereinafter referred to as "Escrow Agent." Tamarack will pay all the associated fees and costs of the Escrow Agent, in addition to the title insurance.

The closing will be held at the offices of the Escrow Agent on or before that date which shall be ten (10) business days after receiving written notification from Tamarack that all contingencies in Section 3 herein have been completed or waived, but in any event no later than \_\_\_\_\_, 2020 ("Closing Date"). If closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by the Seller and Purchaser, the Escrow Agent will immediately terminate the escrow and return all documents and undistributed funds to the party that deposited them.

Each party will execute, sufficiently in advance of the Closing Date, the documents necessary to carry out this transfer including but not limited to a warranty deed, real estate excise tax affidavits, etc. The cost of recording of any closing documents shall be paid by Tamarack. As Spokane County is a governmental entity, this transfer of property is exempt from any real estate excise tax as indicated in Washington Administrative Code (WAC) 458-61A-205(1)

Each party shall deposit any other instruments and documents that are reasonably required by the Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Subject Property in accordance with this Agreement.

#### **SECTION 6: TITLE AND POSSESSION**

At closing, title will be conveyed by warranty deed. The deed shall be in proper form, shall state the usual full covenants and warranty, and shall be duly executed and acknowledged by the

County so as to convey to Tamarack the fee simple of the Subject Property, free of all encumbrances except as may be stated in this Agreement. In case the County cannot give a good and sufficient deed, then the obligations of both Parties under this Agreement shall cease.

Tamarack shall, upon the receipt of a good and sufficient deed, be entitled to possession of the Subject Property. If the County fails to give possession to the Subject Property at closing, the County becomes tenant by sufferance of Tamarack and by this Agreement waives all notice to quit, as provided by the laws of Washington.

The deed shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up the Subject Property. Tamarack and the County agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

*"Tamarack covenants that the Property shall continue to be used in perpetuity for services for the benefit of the handicapped as indicated in RCW Chapter 43.99C et seq.*

Tamarack shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

#### **SECTION 7: COMPLIANCE WITH RCW 43.83.400 CONDITIONS**

Pursuant to RCW 43.83.400(1), Tamarack agrees that the Subject Property will be used by a nonprofit corporation organized to provide services for individuals with physical or mental disabilities, in exchange for the promise to continually operate services benefiting the public on the site.

The Parties further agree that pursuant to RCW 43.83.400(2) and (4) that the deed transferring ownership of the Subject Property must provide for immediate reversion of title and possession of the Subject Property back to the County if Tamarack ceases to use the Subject Property for the uses described in RCW 43.83.400(1).

Tamarack is authorized to sell the Subject Property pursuant to RCW 43.83.400(1) only if all of the following conditions are satisfied: (a) Any such sale must have the prior written approval by the department of social and health services; (b) all proceeds from such a sale must be applied to the purchase price of a different property or properties of equal or greater value than the original property; (c) any new property or properties must be used for the purposes stated in RCW 43.83.400(1); (d) the new property or properties must be available for use within one year of sale; and (e) the nonprofit corporation must enter into an agreement with the County to reimburse the County for the value of the original property at the time of the sale if Tamarack ceases to use the new property for the purposes described in subsection (1) of this section.

#### **SECTION 8: AUDITS AND INSPECTIONS**

Any of either party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

#### **SECTION 9: ENVIRONMENTAL LIABILITY**

"Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

Tamarack hereby waives any statutory claim for contribution it may have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the property during the County's period of ownership, except to the extent such materials were deposited or released by the County. Tamarack may not, however, assert such a claim to the extent that Tamarack creates the need or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of Tamarack performing construction activities on the Subject Property, changing the configuration of the Subject Property, or changing the use of the Subject Property.

If Tamarack discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County, it shall immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. After notice is provided, Tamarack shall make its best effort to reach agreement as to which party responsible for remediation under the terms of this Agreement. If Tamarack fails to provide timely notice as provided for herein, it shall be prohibited from bringing a statutory claim for contribution against the County.

#### **SECTION 10: INDEMNIFICATION AND HOLD HARMLESS**

The County shall indemnify *and* hold harmless Tamarack and its officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of the County, its officers, agents and employees, in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Subject Property that occurred prior to the effective date of conveyance of the Subject Property to Tamarack, except to the extent that indemnifying or holding Tamarack harmless would be limited by Section 4 of this Agreement.

Tamarack shall indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any *nature* whatsoever, (i) *which* are caused by or result from a negligent act or omission of Tamarack or its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Subject Property that occurred on or after the effective date of conveyance of the Subject Property to Tamarack, except to the extent that indemnifying or holding the County harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, or County and Tamarack, Tamarack shall defend the same at its sole cost and expense and, if final judgment is rendered against the County and Tamarack and their respective officers, agents and employees, Tamarack shall satisfy the same.

Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiations, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

**SECTION 11: DURATION AND AUTHORITY**

This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance and shall continue in force unless both parties mutually consent in writing to termination.

**SECTION 12: TERMINATION**

Either party may terminate this Agreement based on the other party's failure to comply with the conditions of this Agreement. Notice shall be provided in writing to the other party of its non-compliance. The other shall have thirty (30) days to cure the deficiency. Failure to correct the deficiency within that time period shall result in a default of the other party's rights under this Agreement.

**SECTION 13: WAIVER**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement, or at law, shall be taken and construed as cumulative — that is, in addition to every other remedy provided herein by law.

Failure of Tamarack or the County, respectively, to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the County to hereafter enforce each and every such provision.

**SECTION 14: COMPLIANCE WITH LAWS**

The Parties hereto specifically agree to observe all federal, state and local laws, ordinances and regulations to the extent that they may have any bearing upon the services required to be performed by either party under the terms of this Agreement.

**SECTION 15: PARTIES LIABLE**

This Agreement is binding upon Tamarack and the County and all their successors and assigns.

**SECTION 16: NOTICES**

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the parties personally or by certified mail, return receipt requested, sent to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

County: CSHCD Department  
 Attn: Director  
 312 W. 8<sup>th</sup> Avenue  
 Spokane, WA 99204

Phone: (509) 477-7561  
 Email: [SCRBHContracts@spokanecounty.org](mailto:SCRBHContracts@spokanecounty.org)

Tamarack: Tamarack Center  
 Attn: CEO  
 2901 W. Elliott Drive  
 Spokane, WA 99224  
 Phone: (509) 326-8100  
 Email: [info@tamarack.org](mailto:info@tamarack.org)

## **SECTION 17: HEADINGS**

The article headings contained in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope of the article to which they appertain.

## **SECTION 18: ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. The Parties have read and understand all of the Agreement and that no representations, promises or agreements not expressed in the Agreement have been made to induce either to execute the same.

## **SECTION 19: INTERPRETATION**

This Agreement has been made and shall be construed as having been made and delivered within the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement.

## **SECTION 20: VENUE**

Any litigation regarding this Agreement or arising out of the performance thereof shall be commenced and maintained only in competent courts of jurisdiction within Spokane County, Washington.

## **SECTION 21: SEVERABILITY**

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of

this contract which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

## **SECTION 22: AMENDMENTS**

Any amendments to this Agreement must be in writing, signed by both parties, and executed with the same formalities as this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed on the day and year first set forth above.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
AL FRENCH, Chair

ATTEST:

\_\_\_\_\_  
JOSH KERNS, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
MARY L. KUNEY, Commissioner

## **TAMARACK CENTER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date



**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

[illegible]

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NOTARY PUBLIC IN FOR AND THE STATE OF  
WASHINGTON residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.



**EXHIBIT A****LEGAL DESCRIPTION**

A portion of Government Lot 9, in Section 11, Township 25 North, Range 42 East, W.M., in Spokane County, Washington defined as follows:

Beginning at East 1/4 corner of Section 11 which point bears North 3° 20' 42" East from Southwest corner of Section 11, thence 65° 50' 44" West 795.23 feet to point in right of way of Fort Wright Drive, thence South 55° 04' 45" East 424.17 feet to true point of beginning, thence South 51° 27' 09" East 241 feet, thence South 38° 32' 51" West 225.82 feet, thence North 74° 09' 09" West 135.19 feet, thence North 15° 50' 51" East 301.33 feet to true point of beginning, situate in Spokane County, Washington.

Spokane County Tax Parcel No. 25114.0052