

426785A
Deed
Filed Feb.29,1940
4:05 P M
Req Grantee
Joe A Stewart Aud
E Armstrong Dep
Rcd by R Edson Dep

COMPARED
BY J. W. K. K. K.

This Indenture, made and executed this 19 day of February, 1940, by and between the Lewis And Clark Playground Association, a corporation, as Grantor, and Spokane School District No. 81, of Spokane, Spokane County, Washington, Grantee.

WITNESSETH, That, Whereas, the Lewis and Clark Playground Association has heretofore been duly incorporated for the purposes expressed in the Agreement of Association subscribed and executed by Henry M. Hart and others, being the original associates forming said incorporation, on December 1st, 1924, in the following words.

"The Purpose of such Corporation shall be to promote the Physical education of the children now attending and those which may hereafter attend Lewis and Clark High School of said City (of Spokane), by the purchase and improvement of a tract of ground to be used by such High School as a field for its playground and athletic activities; such tract, when title thereto is acquired, or such part thereof as shall be necessary for the purposes herein set forth, may, in the discretion of the members hereof, be transferred to School District #81, of said City, County and State of which said High School is a part", which language and purposes have been further expressed in the original Certificate and Articles of Incorporation of the foregoing Association Article No. 57542, made and issued by the Secretary of State of the State of Washington under date of December 20, 1924; and

Whereas, pursuant to the foregoing purposes and under the corporate powers of this Association the Lewis and Clark Playground Association has acquired certain real estate, including the real estate hereinafter described and conveyed, and it has been duly determined by said Association and the members thereof that the land described in a subsequent paragraph hereof shall now be transferred to the foregoing named School District.

Now, therefore, the Grantor, the Lewis and Clark Playground Association, a corporation, (for and in consideration of the sum of One dollar (\$1.00) paid unto it by the said School District, the grantee herein, and in order to comply with and to perform the legal and equitable duties subject to which it, the said Grantor, now holds the title to the lands hereinafter described, and in further consideration of the promises, covenants and agreements of the said Grantee, and of the acceptance by said School District of the conditions hereinafter expressed),

does hereby grant unto Spokane School District No. 81 of Spokane, Spokane County, Washington, its successors and assigns, all interest and estate of the said Grantor in the lands in Spokane, Spokane County, Washington, which are described in a subsequent paragraph hereof; which said lands hereby conveyed, the said Grantor requires, and the said Grantee expressly promises, covenants and agrees, shall at all times be devoted to, and shall at all times be used for, the promotion of the physical education of the children now attending, and those who may hereafter attend, Lewis and Clark High School in said City, as now located, and of those who may represent and be of the body of students attending any high school or high schools located on the "South side" of said City for the purpose of rendering educational facilities and services unto the student body which is generally tributary to said High School as now situate, or who, by reason of their residence, shall come from that territory within said City normally served, and normally to be served in the future, by any high school or high schools which may be located on the foregoing tract of land or adjacent thereto and which may be reasonably regarded as succeeding to the educational benefits and training of and from the existing Lewis and Clark High School, as now situate, it being the purpose of this conveyance that it shall afford playground and physical educational benefits to all high school students coming from that area generally now served or hereafter served by the educational benefits and training received from or to be received from the existing Lewis and Clark High School, or from other high schools, hereafter established within the same general area and territory, as additions to, or for the purpose of supplementing the educational purposes of, said High School throughout the same general area; and, for the more formal indication of this purpose this Association requests that any additional high schools which shall be located on the "South side" of the City of Spokane for the education of the high school students of the area now generally served by said Lewis and Clark High School, shall be described as additions to, or as departments of, the Lewis and Clark High School system.

It is also within the contemplation of the Grantor and within the true intent of the trust under which the Grantor has held the lands hereby conveyed, that it shall be permissible to erect and to construct upon the lands hereby conveyed a school house or school houses for the purpose of serving the educational needs of the children coming from the foregoing area and for the more convenient use by such children of the premises hereby conveyed in the manner contemplated by said trust, but the erection and construction of any such school or schools upon said premises, shall not be of such a nature as to destroy the primary purposes of the trust under which the Grantor has held said premises; and it shall be within the right and power of the Grantee herein to permit the use of the said lands and the facilities thereof for the physical education, training, and benefit of the children attending the grade schools of said School District which are, or may be made, tributary, to said High School or to the other High Schools described and referred to herein, subject to such regulations as shall preserve the primary purpose hereof:

It is also made an express condition of this conveyance, and said Grantee covenants and agrees, that in the event of the sale, or other disposition, whether voluntary or involuntary, of the lands hereby conveyed or any part thereof, the proceeds of any such sale or disposition shall be devoted solely to the purposes set forth in the foregoing Agreement of Association and in the Articles of Incorporation of the Lewis and Clark Playground Association and for no other purpose.

It is mutually agreed by and between the Grantor and Grantee herein that the Grantee, by its Acceptance of this instrument, shall be deemed to promise, covenant and agree, and to receive this conveyance subject to the foregoing conditions and to promise, covenant and agree as in this instrument expressly set forth.

It is expressly covenanted and agreed by the Grantee herein, that, except as it may be necessary in order to use the foregoing tract of land and the tract conveyed hereby more advantageously for the foregoing purposes, it, the said Grantee, will not convey away any portion of the foregoing lands or of the partial tract conveyed hereby, except as it may be required to do by the laws of the State of Washington after legal procedure had compelling it thus to convey.

The Grantor and the members of the Lewis and Clark Playground Association declare their admiration of, and gratitude for, the high purpose and devotion of Henry M. Hart, former Principal of Lewis and Clark High School, in his successful efforts to establish upon all of the lands above referred to an opportunity for all time for the physical training and benefit of the youth of the City of Spokane; and, in order to establish for all time a fitting memorial and tribute to Henry M. Hart, the Grantor and all of the members thereof enjoin upon the Grantee herein and its successors and assigns, that the foregoing lands shall be known for all time as the "Hart Field".

The lands hereby conveyed are a part only of the lands above referred to, and are described specifically as follows:

That part of the South half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 32, Township Twenty-five (25) North, Range 43, E.W.M. described specifically as follows:

Beginning 60 feet south of the southwest corner of Block 16, Cook's Fourth Addition, thence west to a point 60 feet south of the Southwest corner of Block 52, Manito Park Addition, thence south along extended west line of said Block 52 520.7 feet, thence west parallel to the south line of the Northwest quarter (NW $\frac{1}{4}$), 1071.2 feet, thence south 777 feet to a point on the south line of the Northwest quarter (NW $\frac{1}{4}$) 295.4 feet east of the southwest corner of the Northwest quarter (NW $\frac{1}{4}$) thence east 1660 feet, thence north 1298 feet to the point of beginning; all of the foregoing property being located in the City of Spokane, County of Spokane, and State of Washington.

In witness whereof the Lewis and Clark Playground Association, a corporation, has caused the foregoing instrument to be executed by it and in its name by its officers duly authorized thereunto this 19 day of Feb. 1940.

: The Lewis & Clark Playground As- :
: sociation Spokane Washington :
: Seal Incorporated Dec. 20, 1924 :

Lewis and Clark Playground Association,
a Corporation
By R.L. Rutter Its President.
Attest E.K. Barnes Its Secretary

The foregoing deed was delivered unto, and is accepted by, said School District No. 81, subject to all the terms thereof.

: Spokane School District No. 81 :
: Washington :

Spokane School District No. 81 of Sp
Spokane County, Washington.
By Its Board of Directors
By _____ President.