

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual Release (hereinafter the "Agreement") is entered into by and among Gary G. Lindeblad, (hereinafter "Claimant") and THE CITY OF SPOKANE, a municipal corporation organized under the laws of the State of Washington, (hereinafter "City"). Collectively, Claimant and City are referred to as "the Parties."

### I. Recitals

A. Claims. In or about November, 2014, Gary G. Lindeblad submitted a settlement demand (hereinafter "Claim") to Leroy Eadie, Parks and Recreation Director for the City of Spokane. The claim presented a historical summary of general data dating between the season years of 2006 and 2008, concerning and comparing Indian Canyon and Down River Golf Courses number of rounds of golf played, the cart rental revenue and the range revenue between the two courses. The claim computes the differential percentages between Indian Canyon and Down River Golf Courses for each of the three years (2006-2008) in each category (rounds played, cart revenue, and range revenue), assigning an average differential percentage to each category. The claim went on to compare the numbers for the season year of 2014 using the same categories for both golf courses. This allegedly showed a decrease for Indian Canyon Golf Course in the average differential for each of the three categories compared. This percentage decrease was allegedly due to the intentional, reckless and/or negligent maintenance and/or repair of Indian Canyon Golf Course. In discussions as well as within the claim, Claimant has presented additional claims and/or causes of actions, to include, but not limited to, all past and present claims and/or causes of action for libel, slander, discrimination, claims of intentional, reckless or negligent misconduct and/or causes of action related to Claimant's contract, employment and/or business expectancy, to include, but not limited to, lost profits and earnings. Claimant asked for a settlement in the amount of ONE HUNDRED NINETY THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS (\$190,637.00) less the amount Claimant currently owes the City of Spokane from previous years.

The City claims an amount of EIGHTY-EIGHT THOUSAND TWO HUNDRED FOUR DOLLARS AND 45/100 (\$88,204.45) owed by Claimant from previous years (i.e. 2009-2014) pursuant to contract obligations. This amount includes interest and penalties.

B. Full and Final Settlement. The Parties desire to settle and resolve, fully and finally, any and all claims, causes of action and defenses relating to any and all past or present events between the parties, part of which is outlined above in paragraph A, or in prosecuting or defending the same, whether or not alleged. This includes, but is

not limited to, any and all past and/or present claims and/or causes of action either party may have against the other to include, but not limited to, all past and/or present claims and/or causes of action for libel, slander, discrimination, claims of intentional, reckless or negligent misconduct and/or causes of action related to Claimant's contract and/or employment, to include, but not limited to, the intentional, reckless and/or negligent maintenance and/or repair of Indian Canyon Golf Course, and/or any business expectancy, to include, but not limited to, lost profits and earnings.

C. Denial of Liability. This Agreement expresses the full and complete settlement of any and all claims among the Parties hereto. Liability for such claims is expressly denied by the Parties. Regardless of the adequacy of the consideration conferred herein, the acceptance of this Agreement or any release contained herein shall not operate as an admission of liability on the part of the City released herein.

## II. Agreements

Based on the foregoing recitals, the parties to this Agreement hereby individually and mutually agree as follows:

A. Obligations of Claimant. In consideration for the mutual releases and other agreements by the other parties to this Agreement, Claimant hereby agrees to be obligated to the following:

Release: Claimant does hereby release and fully discharge CITY OF SPOKANE and its past or present respective employees, insurers, agents, lawyers, attorneys, officers, elected and/or appointed officials, and directors, servants, executors, administrators, third-party administrators (including but not limited to Alternative Service Concepts and its employees and agents) and assigns [hereinafter "Released Parties"] or any such released persons or entities, from any and all past or present manner of claims, demands, liabilities, obligations, damages, causes of action or suits, whether known or unknown, whether suspected or unsuspected, which Claimant, and his heirs or assigns may have arising from or in any way connected with the claims and/or facts described therein. This release includes, but is not limited to, all claims, demands, liabilities, obligations, damages, causes of action or suits, whether known or unknown, and whether suspected or unsuspected and extends to all matters alleged or asserted by Claimant and/or any other potential party to any potential lawsuit, to include, but not limited to, all past and present claims and/or causes of action for libel, slander, discrimination, claims of intentional, reckless or negligent misconduct and/or causes of action related to Claimant's contract and/or employment, to include but not limited to the intentional, reckless and/or negligent maintenance and/or repair of Indian Canyon Golf Course, and/or any business expectancy, to include, but not limited to,

lost profits and earnings, and shall fully absolve and release the CITY and all of the Released Parties from any future liability with respect to the claims and or facts described herein.

Liens: Claimant further expressly agrees to indemnify, defend and hold harmless the CITY OF SPOKANE and its past or present respective employees, insurers, agents, lawyers, attorneys, officers, elected or appointed officials, and directors, servants, executors, administrators, third-party administrators (including but not limited to Alternative Service Concepts and its employees and agents) and assigns [hereinafter "Released Parties"] of and from any and all claims, demands, actions, costs or liabilities from all parties, persons, companies, corporations, unions, associations, departments of governments or any other legal entities which have paid or which shall pay any expense including, but limited to, hospital expenses, medical expenses, prescriptions drug expenses, wage loss claims, disability claims, property damage claims, and any other related expenses which may or become subrogated to the rights of the Claimant and which claims and payments relate in any way to the damages incurred by the Claimant arising from the claims and or facts described herein.

Claimant agrees that this release shall not be pleaded by him as a bar to any claim or suit.

B. Obligations of CITY. In consideration for the mutual releases and other agreements by the parties to this Agreement, CITY hereby agrees to be obligated to issue a draft or check in the amount of ONE HUNDRED NINETY THOUSAND SIX HUNDRED THIRTY SEVEN DOLLARS (\$190,637.00) payable to EYMANN ALLISON HUNTER JONES PS, TRUST ACCOUNT in trust for GARY G. LINDEBLAD and CITY OF SPOKANE with further direction, once the funds become available from the deposited draft or check, to immediately issue two separate checks payable as follows:

1. A check in the amount of ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS AND 05/100 (\$107,729.05) payable to GARY G. LINDEBLAD; and
2. A check in the amount of EIGHTY-TWO THOUSAND NINE HUNDRED SEVEN DOLLARS AND 95/100 (\$82,907.95) payable to the City of Spokane Parks and Recreation Department. This is the original amount owed the City by Claimant minus any interest and penalties accrued to date as shown by the City's accounting records.

The City will allow Claimant Sixty (60) days to produce any additional documented records which, if substantiated, may reduce the original amount of the

EIGHTY-TWO THOUSAND NINE HUNDRED SEVEN DOLLARS AND 95/100 (\$82,907.95) owed to the City by Claimant. Providing Claimant this opportunity does not relieve the requirement of EYMANN ALLISON HUNTER JONES PS, to immediately issue a check payable to the City of Spokane Parks and Recreation Department in the full amount of EIGHTY-TWO THOUSAND NINE HUNDRED SEVEN DOLLARS AND

*See 95/100 (\$82,907.95). The city will grant Mr. Lindstedt access to their financial records as they pertain to the over/under accts. for the years in question*

C. Obligations of all Parties: The Parties mutually agree to be obligated to the following:

1. Release of All Claims: The Parties hereby release each other from and waive their rights to bring any and all past and/or present claims, counterclaims, and cross-claims that relate to any and all past or present claims and facts referred to herein, whether alleged or not, whether known or unknown, suspected or unsuspected, to include, but not limited to, all past and present claims and/or causes of action for libel, slander, discrimination, claims of intentional, reckless or negligent misconduct and/or causes of action related to Claimant's contract and/or employment, to include, but not limited to, the intentional, reckless and/or negligent maintenance and/or repair of Indian Canyon Golf Course, and/or any business expectancy, to include, but not limited to, lost profits and earnings, and each party shall bear their own costs, attorney fees, and other expenses of litigation in connection with the pursuit of any and all past or present claim or defense released herein.

2. Confidentiality: This confidentiality clause applies to Claimant, his attorney, his attorney's employees or agents and the City, their officers, directors, agents, employees and attorneys who all agree that the terms of this Agreement shall, to the extent allowed by law and with the exception of discussions that would otherwise be privileged under RCW 5.60.060, remain confidential. The Parties and their attorneys covenant and agree not to voluntarily disclose or to communicate with anyone the provisions or terms of this settlement agreement. If inquiry is made by any person, to include but not limited to media personnel, the claimant, his attorney, his attorney's employees or agents and the City, their officers, directors, agents, employees and attorneys may communicate only: (a) Claimant claims have been voluntarily settled, and (b) that there is a Settlement Agreement and Release of all Claims. The Parties jointly acknowledge this Agreement may be subject to disclosure under Washington's Public Records Act, ch. 42.56 RCW, and/or the compulsory power of the Court, such as a subpoena. In addition, this clause does not restrict any attorney, employee or official from making any necessary statement before the Spokane City Council as may be required under Washington's Open Meetings Act, ch. 42.30 RCW. While this document itself may be subject to disclosure by law, the Parties and their attorneys nonetheless

covenant to be bound by the terms of these confidentiality provisions, which has been a subject of specific negotiation of this agreement.

3. Breach of Contract/Settlement of Disputes. Any and all disputes regarding the existence of a binding settlement agreement or the meaning or application of any term(s) of such settlement agreement or should any party or their attorney breach this Agreement or any provision thereof, including but not limited to the Confidentiality Clause set forth in Section II. C.2, any such breach, dispute or disagreement shall be resolved exclusively through binding arbitration, decided solely on written submission, before Arbitrator pursuant to the laws of the State of Washington (RCW 7.06, et seq.) and in accordance with the Superior Court Mandatory Arbitration Rules (MAR).

4. Voluntary Signatures: IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT HAS BEEN EXECUTED KNOWINGLY AND VOLUNTARILY AND THAT EACH PARTY TO THIS AGREEMENT HAS HAD FULL OPPORTUNITY TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT. THIS AGREEMENT CONTAINS ALL MATERIAL TERMS AND CONDITIONS OF SETTLEMENT OF THE PARTIES HERETO. THE TERMS OF THIS AGREEMENT ARE CONTRACTUAL AND NOT MERELY A RECITAL. EACH PARTY TO THIS AGREEMENT AGREES THAT IT HAS HAD THE OPPORTUNITY TO READ THIS AGREEMENT, HAS HAD IT FULLY EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL, UNDERSTANDS AND APPRECIATES ITS WORDS AND TERMS AND THEIR EFFECT, AND SIGNS THIS AGREEMENT VOLUNTARILY OF HIS OR HER OWN FREE WILL AND ACCORD.

5. Merger, Governing Law, Captions, Paragraph Headings, Construction and Severability: This settlement agreement contains the entire agreement between the parties hereto, and the terms of the settlement agreement are contractual and not mere recitals. In the event that any one or more of the provisions of this agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby.

This agreement and any and all matters arising hereunder shall be governed by and construed under and in accordance with the laws of the State of Washington, EXCEPT: (1) captions and paragraph headings used in this agreement are for convenience only and are not a part of this agreement and shall not be used in construing it; and (2) the terms, conditions and other provisions of this agreement have been negotiated between the parties, with each party having had the benefit of its own legal counsel. The construction and interpretation of any clause or provision of this

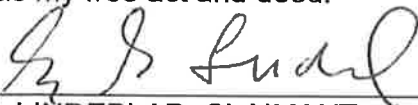
agreement shall be construed without regard to the identity of the party that prepared the agreement, and no presumptions shall arise because this agreement was prepared by one party or the other. No term, clause, or language of this agreement shall be interpreted against any particular party solely because that party drafted the agreement or the language in question.

6. Binding Effect: This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, transferees, employees, insurers, representatives, agents, and assigns.

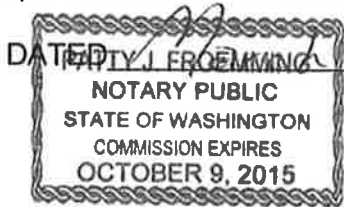
7. Counterpart Signatures: The parties agree that this Agreement may be executed in counterparts. The parties further agree that a copy or facsimile reproduction of a signature shall have the same force and effect and be deemed the equivalent to an original.

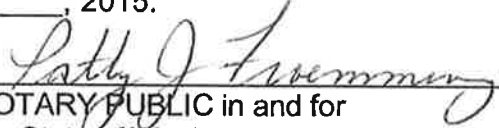
STATE OF WASHINGTON )  
 )ss:  
County of Spokane )

I, GARY G. LINDEBLAD, a single person, BEING OF SOUND MIND AND REASON, assert this document has been carefully read, translated if necessary and discussed with my attorney, and is signed as my free act and deed.

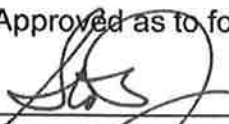
  
\_\_\_\_\_  
GARY G. LINDEBLAD, CLAIMANT

I hereby certify that I know or have satisfactory evidence that GARY G. LINDEBLAD is the person who appeared before me and on oath acknowledged he signed this document and acknowledged it to be his free and voluntary act for the uses and purposes set forth in this instrument.



DATED 12 \_\_\_\_\_, 2015.  
  
\_\_\_\_\_  
NOTARY PUBLIC in and for  
the State of Washington,  
My appointment expires: 10-9-15

Approved as to form:

  
\_\_\_\_\_  
Steve Jones  
EYMANN ALLISON HUNTER JONES PS  
Attorney for Claimant

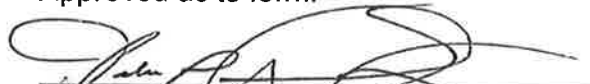
I, DAVID A. CONDON, ACTING AS THE MAYOR OF THE CITY OF SPOKANE ON AUTHORITY OF THE SPOKANE CITY COUNCIL, STATE THAT I HAVE COMPLETELY READ THE TERMS OF THIS AGREEMENT, CONSISTING OF SIX PAGES (EXCLUSIVE OF THIS SIGNATURE PAGE), AND THE TERMS ARE FULLY UNDERSTOOD AND VOLUNTARILY ACCEPTED.



DAVID A. CONDON, Mayor  
For the CITY OF SPOKANE

Attest:   
City Clerk (Acting)

Approved as to form:

  
Assistant City Attorney

