

DEED OF GIFT

Marilyn Dunsire Fakler, of Othello, Washington (the "Donor"), hereby irrevocably and unconditionally gives, transfers and assigns, by way of gift, to the City of Othello, Washington, its successors and assigns (the "City") all of her right, title and interest in, arising from and to the following object of art (the "Work") including the specific copyright interest identified herein:

Artist: Marilyn Dunsire Fakler
Title, Year: *Sand Hill Crane, 2008.*
Medium: Oil on canvas painting
Dimensions: 48" x 64"

Donor Stated Value: \$2,500

Public Identification of this gift. The Donor wishes to be publicly acknowledged as the donor of this gift as follows: "Gift of the Marilyn Dunsire Fakler, 2008".

Affirmation of Title. The Donor affirm that a) The Donor owns the property described above; and b) the Donor is the Artist who produced the Work and has good and complete right, title, and interest in and to the Work; and c) the Donor has full authority to give, transfer and assign its right, title and interest in and to the Work; and d) the subject of this gift is free and clear of all encumbrances and restrictions; and e) the Work has not been imported or exported into or from any country contrary to its laws.

In addition, the Donor agrees to transfer to the City all documentation, and share with the City all information, which it has, if any, with respect to a) its ownership, display and restoration of the Work and b) all ownership, display and restoration of the Work prior to its ownership, if any.

Copyright. The Donor acknowledges that the City requests permission to reproduce the Work for purposes consistent with its purposes. The Donor understands that the City is a tax exempt municipal entity. Among the specific goals of the City is to provide for the promotion of public art and to raise funds for such public art and park development and improvement.

In light of the City's public nature, and in recognition of the City's lawful possession of the Work, the Donor hereby grants to the City, as of the date first written above, a non-exclusive license to reproduce the Work, for the life of the Work copyright and any renewals or extensions thereof (the "License"), in any media now known or not yet invented (all reproductions, the "Image(s)"), and to display, transmit, publish and otherwise use the Images throughout the world, as follows:

- 1) in materials related to the City's parks and art displays (including, for example, posters, postcards, teaching materials, catalogues and similar publications, some of which may be offered through City vending locations); and
- 2) in publicity and informational materials about the City's programs (including, for

example, press releases, annual reports, promotional flyers, posters or films, and donor solicitations).

3) with this exception: The Work shall be made available to the Sand Hill Crane Festival each year such festival shall occur for the festival's purposes.

The Donor agrees that the License expressly authorizes the City to sublicense the specific rights granted herein to third parties, including to its affiliates, as desirable (in the discretion of the City) to fulfill its purposes. For all other rights, the Donor understands that the City shall seek additional permission from the Donor and that it will direct inquiring third parties to do the same.

Whenever feasible, the Donor asks that the City include (and cause others to include) the following copyright notice, or one similar to it, in connection with the Images:

© 2008 Marilyn Dunsire Fakler. Courtesy of the artist.

The Donor affirms for the City that it is able to grant nonexclusive permission, as requested herein, because the Donor is the sole copyright owner.

Visual Artists Rights Act of 1990. Pursuant to the Visual Artists Rights Act of 1990 (VARA), the Donor makes the following certifications to the City as a condition of the City accepting this gift.

Public identification of the artist. The City will publicly acknowledge the artist of this gift as follows: "Artist: Marilyn Dunsire Fakler, 2008." This acknowledgment will be placed near the Work at all locations where it may be displayed so long as it is publicly displayed by the City.

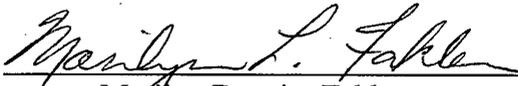
Location of display. The City will display the Work in an appropriate location.

Integrity of the Work. The City will display the Work in an appropriate location. The City will not sell or give the Work to any private party, but may after twenty five years give or sell the Work to a museum or public art gallery.

This *Deed of Gift* shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the Donor, intending to be legally bound hereby, has executed this *Deed of Gift* the ___ day of October, 2008.

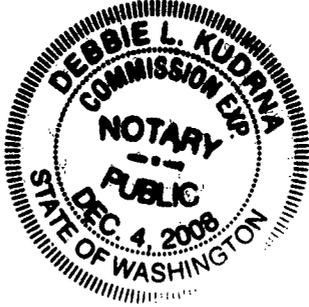
Marilyn Dunsire Fakler



Marilyn Dunsire Fakler

I certify that I know or have satisfactory evidence that Marilyn Dunsire Fakler signed this instrument, on oath stated that she did such as her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: October 29, 2008.



Debbie L. Kudrna
Notary Public for Washington State
My commission expires December 4, 2008

The City of Othello hereby accepts the above Gift this ___ day of October, 2008.

By: *Shannon McKay*
Shannon McKay, Mayor