

After Recording Return to:
Office of the City Clerk
5th Floor Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3333

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

DENNIS & BRADLEY'S ADD PT OF BLK 18 100,000 SQ FT OF PT OF BLK 18 & 17 AND VAC STS ADJ INC IN
LEASE #BF34199 EXC HAMILTON ST BRIDGE R/W
(See full legal on page 2)

Parcel Numbers 35174.0589, is governed by a Management Agreement between the City of Spokane and the Owner(s), Great Northern Spokane LLC, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

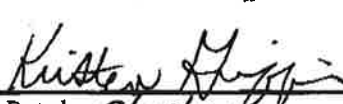
Said Management Agreement was approved by the Spokane City Council on August 9, 2010. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. OPR2010-0604.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer


Dated: 8/24/10


Dated: 8/24/2010



Legal Description of Parcel: 35174.0589

Real property in the County of Spokane, State of Washington, described as follows:

ALL OF BLOCKS 17 AND 18 OF DENNIS AND BRADLEY'S ADDITION, AS PER PLAT THEREOF RECORDED IN VOLUME "A" OF PLATS, AT PAGE 160 & 161;

TOGETHER WITH THOSE PORTIONS OF THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCKS WHICH ATTACH BY OPERATION OF LAW;

ALSO TOGETHER WITH THOSE PORTIONS OF UNPLATTED LAND, IF ANY, LYING SOUTHERLY OF TRENT AVENUE (PECK AVENUE ON PLAT) ACCORDING TO SAID PLAT AND LYING NORTHERLY OF THE ORDINARY NORTH HIGH WATER LINE OF THE SPOKANE RIVER;

EXCEPT THAT PORTION THEREOF CONVEYED TO RAY P. FLAHERTY BY A WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 446245B AND A QUITCLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 446246B;

AND EXCEPT THAT PORTION THEREOF ACQUIRED BY THE STATE OF WASHINGTON FOR TRENT AVENUE AND SR290 BY DECREE OF APPROPRIATION ENTERED AUGUST 2, 1983 UNDER SPOKANE COUNTY SUPERIOR COURT CAUSE NO. 82200980-6;

AND ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SPOKANE BY A QUITCLAIM DEED RECORDED FEBRUARY 1, 1996 UNDER AUDITOR'S FILE NO. 9602010012;

AND ALSO EXCEPT THE FOLLOWING:

THOSE PORTIONS OF BLOCK 17 OF DENNIS AND BRADLEY'S ADDITION, AS PER PLAT THEREOF RECORDED IN VOLUME "A" OF PLATS, AT PAGE 160 & 161; TOGETHER WITH THOSE PORTIONS OF THE VACATED STREETS AND ALLEYS ADJOINING SAID BLOCK WHICH ATTACH BY OPERATION OF LAW, IN THE SE1/4 OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, ACCORDING TO THE RECORD OF SURVEY FILED JUNE 11, 2010, IN BOOK 141 OF SURVEYS, AT PAGES 42 AND 43 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION AT THE WEST LINE OF CINCINNATI STREET, PRODUCED SOUTH, AND THE CITY MONUMENT LINE 25 FEET NORTH OF THE SOUTH LINE OF TRENT AVENUE;

THENCE ALONG SAID MONUMENT LINE, N87°20'56"E 48.45 FEET;

THENCE SOUTH AT A RIGHT ANGLE TO SAID MONUMENT LINE, S02°39'04"E 91.10 FEET TO THE NORTHWEST CORNER OF THAT PARCEL CONVEYED TO RAY P. FLAHERTY BY A WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 446245B AND A QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 446246B (TO BE HEREINAFTER REFERRED TO AS THE FLAHERTY PARCEL); THENCE ALONG THE BOUNDARY OF SAID FLAHERTY PARCEL THE FOLLOWING TWO (2) COURSES:

1) N87°20'56"E 26.61 FEET TO THE TRUE POINT OF BEGINNING;

2) CONTINUING N87°20'56"E 244.04 FEET TO A POINT ON THE BOUNDARY OF THAT PARCEL ACQUIRED BY THE STATE OF WASHINGTON FOR TRENT AVENUE AND SR290 BY A DECREE OF APPROPRIATION ENTERED AUGUST 2, 1983 UNDER SPOKANE COUNTY SUPERIOR COURT CAUSE NO. 82200980-6 (TO BE HEREINAFTER REFERRED TO AS THE STATE PARCEL); THENCE ALONG SAID BOUNDARY OF THE STATE PARCEL THE FOLLOWING TWO (2) COURSES:

1) N49°27'50"W 52.75 FEET;

2) S87°20'58"W 205.60 FEET (SHOWN INCORRECTLY AS S87°20'53"W ON SAID RECORD OF SURVEY) TO A POINT ON THE BOUNDARY OF THAT PARCEL CONVEYED TO THE CITY OF SPOKANE BY A QUITCLAIM DEED RECORDED FEBRUARY 1, 1996 UNDER AUDITOR'S FILE NO. 9602010012 (TO BE HEREINAFTER REFERRED TO AS THE CITY PARCEL); THENCE LEAVING THE BOUNDARY OF THE STATE PARCEL AND ALONG SAID BOUNDARY OF THE CITY PARCEL, S02°41'19"E 36.10 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

(APN: 35174.0589)

MANAGEMENT AGREEMENT

The Management Agreement is entered into this 23rd day of August, 2010, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Great Northern Spokane, LLC, a Washington limited liability company (hereinafter "Owner(s)"), the owner of the property located at 800 East Spokane Fall Boulevard, commonly known as the Spokane & Inland Empire Railroad facilities (aka the Great Northern Building) in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.040 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this

instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

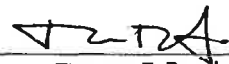
6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

GREAT NORTHERN SPOKANE, LLC,
a Washington limited
liability company

By: 
Dean Allen, Manager


CITY OF SPOKANE

By: 
Title: Thomas E. Danek, Jr.
City Administrator
City of Spokane

ATTEST:

City Clerk

Approved as to form:


Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of King)

On this 7th day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Dean Allen, Manager of Great Northern Spokane, LLC, a Washington limited liability company, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7 day of July, 2010.



[Signature]
Notary Public in and for the State
of Washington, residing at Spokane
Seattle
My commission expires 9/07/2013

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 23rd day of August, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared THOMAS E. DANEK, JR. and TERRI PFISTER, to me known to be the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal 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 official seal this 23rd day of August, 2010.

[Signature]
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires 04.15.2013

Attachment A

Secretary of The Interior's Standards

- 1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- 2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- 3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- 4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
- 6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.