

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:

Res & Add Spokane Falls E1/2 of L8; W 59.365 Ft of L9 B15

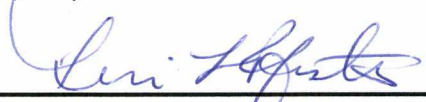
Parcel Number 35184.2415, is governed by a Management Agreement between the City of Spokane and the Owner(s), Sherwood Complex, LLC ETAL (Sherwood Building), of the subject property.

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 February 2, 2015 I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. OPK 2015-0039.

I certify that the above is true and correct.

Spokane City Clerk

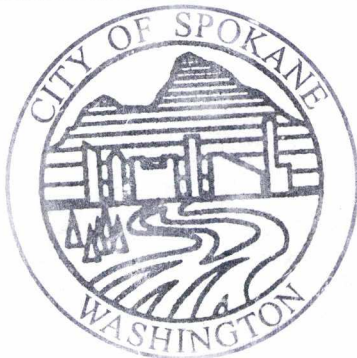


Dated: 2/17/15

Historic Preservation Officer



Dated: 1-16-15



When Recorded Return to:



Assessor's Office
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, WA 99206



**CERTIFICATION OF APPROVAL FOR SPECIAL
VALUATION ON HISTORIC PROPERTY (CHAPTER 84.26 RCW)
SPOKANE LOCAL REVIEW BOARD**

Grantor(s) Spokane County

Grantee(s) Sure Would, LLC

Legal Description: PARCEL A: THE EAST HALF OF LOT 8 AND ALL OF LOT 9 EXCEPT THE EAST 10.5 INCHES, BLOCK 15, RESURVEY AND ADDITION TO SPOKANE FALLS, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 1, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON. PARCEL B: AN UNDIVIDED 50.0 % INTEREST IN THE SOUTH HALF OF VACATED ALLEY ADJOINING THE FOLLOWING DESCRIBED PROPERTY ON THE NORTH: THE EAST HALF OF LOT 8, AND ALL OF LOTS 9 & 10, BLOCK 15, RESURVEY AND ADDITION TO SPOKANE FALLS, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 1, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Assessor's Property Tax Parcel or Account Number: 35184.2415 (508 W Riverside Ave)

Reference Numbers of Documents Assigned or Released: _____

Property Owner: Sure Would, LLC

Mailing Address: 1620 N Mamer Rd, Suite C-400

City: Spokane Valley

State: WA

Zip: 99216

This is to certify that the application for special valuation on historic property located on the above-described property has been approved based on photos, documentation, and site visit and approved by the Spokane Historic Landmarks Commission on 12/18/2019 at a public hearing.

(Local Review Signatures)

\$1,030,107.00

Approved Amount of Cost Rehabilitation

David Shockley
Dave Shockley, SHLC Chair

December 18, 2019

Date Approved

Megan Duvall
Megan Duvall, HPO

This Certification of Approval must be forwarded to the County Assessor on or before December 31st of the filing year with a copy of the Agreement.

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **17th** day of **December** 2014, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Sherwood Complex, LLC et al** (hereinafter "Owner(s)"), the owner of the property located at **510 W. Riverside Avenue** commonly known as the **Sherwood 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.

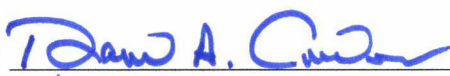
6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the 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.

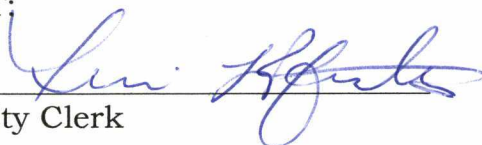

Owner


Owner

CITY OF SPOKANE

By: 
Title: Mayor

ATTEST:


City Clerk

Approved as to form:

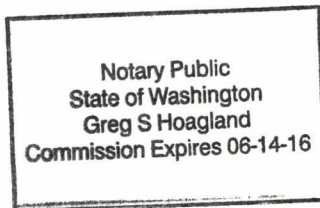

Assistant City Attorney



STATE OF WASHINGTON)
) ss
County of Spokane)

On this 12 day of Dec., 2014, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared
Thomas Emmet Clemson and Richard J Clemson
_____, to me known to be the
individual(s) described in and who executed the within and foregoing
instrument, and acknowledged that they (he/she/they) signed the same as
their (his/her/their) 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
12 day of December, 2014.



Greg S Hoagland

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 6/14/16

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2014, before me, the
undersigned, a Notary Public in and for the State of Washington,
personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER,
to me known to be the Mayor 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
_____ day of _____, 2014.

Notary Public in and for the State
of Washington, residing at Spokane
My commission expires _____