



University District Public Development Authority (UDPDA)

Board of Directors' Special Meeting Agenda

Thursday, December 4, 2025, 8:00 AM – 8:40 AM

Via Zoom only <https://us02web.zoom.us/j/86750387107?pwd=WnRDckJrS2FGZUllbzNIWWliYTJ1dz09>

Meeting ID: 867 5038 7107; Passcode: 941652; Phone: +1 253 205 0468 US

8:00 Welcome, Call to Order – Sheehan

8:01 201 West Main Avenue Property Timeline and Declaration of Intent to Sell – Sinisterra

- **Legal Description of Property:** Lots 1 and 2, Block 5, Havermale's Addition, as per plat recorded in Volume "A" of Plats, page 22, records of Spokane County; Situate in the City of Spokane, County of Spokane, State of Washington. Tax Parcel Numbers: 35184.0925 and 35184.0926.
- Property transferred to the UDPDA in July 2019 by the City of Spokane via Statutory Warranty Deed, which contained, among others, the following restrictions:
 - "SUBJECT TO the restriction that the real property legally described heretofore must be used by grantee University District Public Development Authority for purposes of economic development;
 - SUBJECT TO the covenant that any sale or encumbrance by said grantee must comply with the provisions contained in [RCW 35.21.747](#), as now existing or hereafter amended."
- October 1, 2025, the UDPDA board authorized staff to take steps to surplus the Property
- October 29, 2025, the UDPDA board authorized the surplus of the Property and the potential sale of the Property
- Notice of the Intention to surplus the property published on October 16 and 22, 2025, in *The Spokesman Review* and *The Olympian*
- Notice of the Intention to sell the property published on November 23 and 26, 2025, in *The Spokesman Review* and *The Olympian*
- Relevant leases affecting the Property - Manzanita House (vacating premises January 4, 2026), and Republic Parking (month-to-month lease)

8:10 Discussion and Public Comment Regarding Sale of Property – Sheehan

- Method of sale (e.g., auction, private sale, etc.)
- Amendment of the Covenants – Urban Experience Committee hearing Dec 8, on City Council legislative agenda Jan 26
- Establishing purchase price – to be discussed in Executive Session per RCW 42.30.110 (1)(c)
- Public Comment regarding the sale of the Property

8:25 Adjourn into Executive Session – Sheehan

The board will adjourn into Executive Session per RCW 42.30.110, 1 (c) - To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public.

8:35 Resume Public Meeting – Sheehan

Pursuant to RCW 39.33, the UDPDA may dispose of surplus property, transfer, lease, or use other methods of disposal of such property for public benefit.

- **MOTION** to approve the Amendment of Covenants for the 201 W Main Avenue property.
- **MOTION** to approve the terms of the Purchase and Sale Agreement (PSA) with Millennium Northwest LLC for the sale of the 201 West Main Avenue property.
- **MOTION** to approve using the sale proceeds to pay off the Sprague Avenue General Obligation Bond with the City of Spokane.

8:40 Adjourn – Sheehan

2026 UDPDA Board Meetings (3:30 PM at Catalyst Building, Room 309)

- January 7
- February 4
- March 4
- May 6
- Sept 2 annual meeting
- Oct 15
- Dec TBB – holiday event and Impact Award presentation

UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY
Resolution No. 2025-__

*(Regarding the Approval of a Purchase and Sale Agreement for the
Disposition of Real Property)*

WHEREAS, Section 5.1 of the University District Public Development Authority (the “UDPDA”) Charter authorizes the UDPDA to “own and sell real property,” and

WHEREAS, on or about July 2, 2019, the City of Spokane transferred to the UDPDA the real property described as:

Lots 1 and 2, Block 5, Havermale’s Addition, as per plat recorded in Volume “A” of Plats, page 22, records of Spokane County; Situate in the City of Spokane, County of Spokane, State of Washington.

Tax Parcel Numbers: 35184.0925 and 35184.0926

(the “Property”); and

WHEREAS, public notice of the UDPDA’s intent to surplus the Property was published in *The Spokesman Review* on October 16, 2025, and in *The Olympian* on October 16, 2025; and

WHEREAS, the UDPDA Board of Directors held an open meeting and officially declared the Property surplus at a duly noticed meeting on October 29, 2025; and

WHEREAS,

WHEREAS, the UDPDA Board of Directors desires to accept the terms and conditions of the purchase and sale agreement for the sale of the Property appended hereto as **Attachment 1**; and

NOW THEREFORE, be it resolved by the UDPDA Board of Directors as follows:

Section 1. Authorization to Dispose of Real Property. The UDPDA Board of Directors hereby authorizes the Chair of the Board (or the Vice Chair in the absence of the Chair) to execute the Purchase and Sale Agreement appended hereto as **Attachment 1**.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

BE IT FURTHER RESOLVED, that the Board of Directors, officers, Chief Executive Officer, legal counsel and staff of UDPDA are hereby authorized and directed to take all action necessary and proper to effectuate the foregoing.

BE IT FURTHER RESOLVED, any actions of the Board of Directors, the Chief Executive Officer, agents or staff, prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

ADOPTED by an affirmative majority vote of the Board of Directors of the University District Public Development Authority on the 4th day of December, 2025.

Kathryn Sheehan, UDPDA Board Chair

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Taodd Hume', written in a cursive style.

Taodd Hume, UDPDA Attorney

CERTIFICATE

I, the undersigned, Secretary of the University District Public Development Authority Board of Directors, a municipal corporation organized under the laws of the State of Washington, do hereby certify that the foregoing resolution was duly approved and adopted by the Board of Directors of the corporation at a meeting of the Board of Directors duly called and held on the 4th day of December, 2025, at which meeting a quorum was present; and that said resolution, as set out above, will appear in the minutes of said meeting in the corporation's minute book.

DATED this __ day of _____, 2025.

SECRETARY

ATTACHMENT 1

(Purchase and Sale Agreement)

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and effective on this _____ day of _____, 2025 (the "Effective Date"), by and between the **University District Public Development Authority**, a Washington public corporation created pursuant to RCW 35.21.730 et seq. (as "Seller") and **Millennium Northwest, LLC** or assigns, a Washington limited liability company (as "Purchaser"), who are hereinafter singularly referred to as a "Party" or collectively as the "Parties."

1. **PROPERTY.** The Seller agrees to sell, and the Purchaser agrees to purchase, upon the terms and conditions herein specified, that certain real property described on **Exhibit A** attached hereto (the "Property").

Tax Parcel Nos.: 35184.0925 and 35184.0926

Commonly Known As: 201 and 207 West Main Avenue, Spokane, Washington 99201

2. **PURCHASE PRICE and EARNEST MONEY.**

2.1 **Purchase Price.** The Purchase Price, inclusive of any applicable earnest money deposit, shall be paid in cash (U.S. Dollars) at Closing and shall be \$1,100,000.00, plus or minus adjustments and credits as provided herein.

2.2 **Earnest Money.** Within three (3) business days of mutual execution of this Agreement, Purchaser shall deposit TWENTY THOUSAND DOLLARS (\$20,000.00) as Earnest Money with the Closing Agent (as defined in Section 7.1 below). Earnest Money shall be non-refundable at the end of the feasibility period, as provided in Section 4.1.2 below, unless otherwise specifically provided herein.

3. **TITLE INSURANCE.** The Seller shall provide Purchaser with a standard form owner's policy of title insurance in the amount of the purchase price. The title policy to be issued shall contain no exceptions other than those provided in said standard form plus encumbrances or defects approved by Purchaser as provided below. As soon as reasonably possible after escrow is opened Purchaser shall be furnished with a preliminary commitment therefore issued by **First American Title Company**. Said preliminary commitment shall include legible copies of all documents forming the basis for any special exception set forth.

4. **CONTINGENCIES.**

4.1 **Purchaser's Contingencies.** Purchaser's obligation to purchase the Property shall be contingent upon the following:

4.1.1 Condition of Title. Title is to be free of all other encumbrances or defects except those approved by Purchaser. The Purchaser shall be considered to have accepted the condition of title unless the Purchaser provides notice of specific written objections within ten (10) business days after Purchaser's receipt of a preliminary commitment as provided for above. If the Seller is not able to provide title in accordance with the Purchaser's written objections prior to closing, this Agreement shall terminate and the Earnest Money shall be refunded to Purchaser.

4.1.2 Feasibility Determination and Environmental Due Diligence. For a period of sixty (60) days from the Effective Date of this Agreement (the "Feasibility Period"), Purchaser may engage consultants or engineers of the Purchaser's choosing to conduct surveys, site studies and tests of the Property as the Purchaser deems necessary. The Purchaser or its agents shall have the right to enter the Property at reasonable times to make such tests, inspections, studies and other investigations as the Purchaser may require, at the Purchaser's expense and risk. During its investigation of the Property, Purchaser shall also have the right to determine if the Property is suitable for Purchaser's contemplated use, that it is properly zoned and that development is feasible. Purchaser and its agents shall have full access to the Property for the purpose of conducting Purchaser's inspections and evaluation. Purchaser's feasibility study may include environmental due diligence. Purchaser shall defend, indemnify and hold Seller harmless from any loss, damage or claim arising out of the Purchaser's access to the Property for purposes of making tests, inspections, studies and other investigations, which obligation shall survive closing or termination. This contingency shall be deemed waived or satisfied unless Purchaser provides written notice to the contrary within said sixty (60) days, in which case this Agreement shall terminate, and earnest money shall be refunded. If this transaction fails to close due to a default by Purchaser, Purchaser shall immediately deliver to Seller copies of any studies or inspections, appraisals or surveys and any and all information which either the Purchaser or Purchaser's consultants have obtained in connection with the feasibility study.

4.1.3 Environmental Site Assessment. If an environmental assessment is performed by Seller, then Seller will provide copies of the assessment to Purchaser within five (5) business days of receipt of the assessment. If no environmental assessment is performed by Seller, Purchaser, at its sole expense, may incur cost and services to have said assessment performed on the property during the Feasibility Period. A copy of the report obtained by the Purchaser shall be provided to Seller within (5) days of receipt.

4.1.4 Removal of Deed Restriction by City of Spokane. This Section 4.1.4 incorporates the language of Section 4.2.2 below equally as one of Purchaser's Contingencies.

4.2 Seller's Contingencies. Seller's obligation to sell the Property shall be

contingent upon the following:

4.2.1 Approval of Sale by UDPDA Board. The Parties understand and agree that Seller's Board of Directors must approve a final sale of the Property, and until such consent and approval has been specifically given, Seller is not bound to sell the Property. Should Seller not consent to such sale, Earnest Money shall be returned to Purchaser, this Agreement shall terminate and neither Party shall have any further obligations hereunder, unless such an obligation is specifically described herein as surviving termination.

4.2.2 Removal of Deed Restriction by City of Spokane. Currently, there exists a covenant on title, placed there by the City of Spokane when it transferred the Property to Seller, that states that title to the Property is "SUBJECT TO the restriction that the real property legally described heretofore must be used by grantee University District Public Development Authority for purposes of economic development." As a precondition of sale, this covenant must be removed from title or replaced with a covenant mutually acceptable to the Parties by the Closing Date described in Section 7.4 below. Should this covenant be unable to be removed or replaced with a covenant acceptable to both Parties by the Closing Date, either Party may terminate this Agreement. If so terminated, and so long as Purchaser is not otherwise in default, Purchaser's Earnest Money shall be refunded to Purchaser and neither Party shall have any further obligations hereunder, unless such an obligation is specifically described herein as surviving termination.

5. CONDITION OF PROPERTY/"AS IS" SALE. Except as otherwise expressly set forth in this Agreement, Seller makes no representations or warranties and shall not in any way be liable for any representations or warranties, including, without limitation, representations and warranties concerning (a) the physical condition of the Property (including, without limitation, the environmental condition, condition of the soils and groundwater conditions); (b) the Property's suitability for Purchaser's intended use; (c) any applicable building, zoning or fire laws or regulations or compliance therewith or any required permits of any governmental entities or agencies or compliance therewith; (d) the availability or existence of any water, sewer or other utilities (public or private). Purchaser acknowledges that Purchaser is relying on its own examination and inspection of the physical condition of the Property and all matters relating thereto. Seller shall have no obligation to make any repairs to the Property, and Purchaser shall accept the Property in its "as is" condition at closing. Purchaser shall assume, as of closing, the responsibility for and risk of all defects and conditions of the Property, including any defects and conditions that cannot be observed by casual inspection. The Parties specifically agree that at closing the Purchaser assumes all environmental liability relating to the Property including without limitation the Washington Model Toxics Control Act ("MTCA"), the Toxic Substances Control Act, the Comprehensive Environmental Response, compensation and Liability Act ("CERCLA"), and the Resource Conservation and Recovery Act ("RCRA"), including without limitation, personal injury to or death of persons whosoever including employees, agents or contractors of the Seller, the

Purchaser, or any third party, and damage to property of the Seller, the Purchaser, or any third party.

6. **RISK OF LOSS.** Risk of loss or damage to the Property or any part thereof prior to closing shall be assumed by the Seller. If such loss or damage occurs prior to closing this Agreement shall terminate and the Earnest Money shall be returned to the Purchaser.

7. **CLOSING.**

- 7.1 **Closing Agent.** This transaction shall be closed by First American Title Company ("Closing Agent").

- 7.2 **Closing Costs.** Closing costs shall be allocated as follows:

Seller	Purchaser
Excise Tax	Recording Fees
Title Insurance Premium	One-Half Closing Fee Costs
One-Half Closing Fee Costs	

Other incidental closing costs shall be paid and/or allocated in accordance with local practice.

- 7.3 **Items to be Prorated.** Taxes and assessments for the current year. If applicable, water and other utilities constituting liens, shall be prorated as of date of closing.

- 7.4 **Closing Date - Possession.** This transaction shall be closed when all contingencies have been satisfied and waived but in any event no later than ninety (90) days from Effective Date of this Agreement. "Closing" shall be the date on which all documents are recorded and funds are available for disbursement.

- 7.5 **Conveyance.** At Closing, Seller shall deliver to Purchaser a Bargain and Sale Deed free of any other encumbrance or defect except those set forth in the preliminary commitment as set forth above.

- 7.6 **Assignment.** Neither this Agreement nor the rights hereunder shall be assigned by Purchaser without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed.

- 7.7 **Additional Instruments and Documentation.** Seller and Purchaser shall each deposit any other instruments and documents that are reasonably required by the Closing Agent or required to close and consummate the purchase and sale of the Property in accordance with this Agreement.

- 7.8 **Foreign Investment in Real Property Tax Act.** To the extent applicable, the Parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder.

8. **Notices.** All notices required by this Agreement shall be considered properly delivered when (1) personally delivered, (2) transmitted by email showing date and time of transmittal, (3) delivered by regular overnight courier, or (4) delivered or mailed by U.S. registered or certified mail, return receipt requested, and if mailed, shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a Party shall from time to time direct:

Purchaser: Millennium Northwest, LLC
P.O. Box 8605
Spokane, WA 99203
Phone No.: (509) 508-4330
Email: pm@millenniumnw.com

Seller: University District Public Development Authority
35 W Main Ave, Ste 322
Spokane, WA 99201
Attn: Juliet Sinisterra, Chief Executive Officer
Phone No.: (509) 255-8038
Email: JSinisterra@spokaneudistrict.org

With copy to: Witherspoon Brajcich McPhee
601 W. Main Ave, Suite 1400
Spokane, WA 99201
Attn: Taud Hume
Phone No.: (509) 455-9077
Email: thume@workwith.com

9. MISCELLANEOUS.

- 9.1 Confidentiality.** Both Parties agree that this transaction shall remain completely confidential and shall not be disclosed to any other third party without the express written consent of the Purchaser and/or Seller, except as may be required by law. Purchaser acknowledges that Seller is subject to Washington State's Public Records Act.
- 9.2 Default and Remedies.** If either Party defaults under this Agreement, as the sole and complete remedy for such default, the non-defaulting Party may seek the termination of this Agreement and retention of the deposited Earnest Money.
- 9.3 Dispute Resolution and Attorney's Fees.** In the event of any claim or dispute arising under this Agreement, the Parties agree to submit the same to binding arbitration at a location to be mutually agreed upon in Spokane County, Washington. In the event the Parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Spokane County Superior Court at the request of, and upon seven (7) days' notice from, any Party. The arbitrator so appointed shall be a retired superior court judge or an attorney having at least ten years' experience in matters similar to the subject of the claim or dispute. The court may establish the ground rules by which the initial arbitrator fees are to be paid. The mandatory arbitration rules, as implemented in Spokane County Superior Court, shall be binding as to procedure. The arbitrator shall determine an award of reasonable attorney's fees and costs and expenses to the substantially prevailing Party. If any suit or other proceeding is instituted by either Party that is alleged not to come within the foregoing agreement for arbitration, the substantially prevailing Party as determined by the court or in the

proceeding shall be entitled to recover its reasonable attorney's fees and all costs and expenses incurred.

- 9.4 **Time is of the Essence.** Time is of the essence of this Agreement.
- 9.5 **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., Pacific [Daylight] Time.
- 9.6 **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue for any dispute arising out of or related to this Agreement shall be exclusively in Spokane County, Washington.
- 9.7 **Authority to Execute Agreement.** Each of the undersigned represents and warrants that, if not signing on his own behalf, he/she has the authority to bind the entity for which he/she is executing this Agreement.
- 9.8 **Entire Agreement.** There are no verbal or other agreements which modify or affect this Agreement, and Purchaser and Seller acknowledge that this Agreement constitutes the full and complete understanding between Purchaser and Seller.
- 9.9 **Amendments.** This Real Estate Purchase and Sale Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.
- 9.10 **Broker Compensation.** Except as specifically disclosed herein, neither Party has had any contact or dealings regarding said property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplating this Agreement. If any broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the Party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other Party from and against any liability, cost or damages, including attorney's fees and costs, arising out of that claim.
- 9.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9.12 **Force Majeure.** Except as otherwise specifically provided in this Agreement, in the event either Party is delayed or prevented from performing any of its respective obligations under this Agreement by reason of acts of God, governmental order or requirement, epidemic, pandemic, fire, floods, strikes, cyber attack, or due to any other cause beyond the reasonable control of such Party, then the time period for performance such obligations shall be extended for the period of such delay.

9.13 Assignment. Neither this Agreement nor any of the rights, interests or obligations described herein shall be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld by Seller in its sole and complete discretion. Notwithstanding the foregoing, this Agreement may be freely assigned by Purchaser to another entity wholly owned and controlled by Purchaser.

9.14 Exhibits. The following exhibits are attached hereto and made a part of this Agreement by reference:

Exhibit A: Legal Description of Property

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

SELLER:

University District Public Development Authority,
a Washington public corporation created pursuant to RCW 35.21.730 *et seq.*

By: _____

Its: _____

PURCHASER:

Millennium Northwest, LLC,
a Washington limited liability company

By: _____
James Gallina

Its: _____
Governor

ACKNOWLEDGEMENTS

State of Washington)
)ss
County of Spokane)

On this day personally appeared before me _____ to me known to be the _____ of the **University District Public Development Authority**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2025.

Notary Public in and for the State of Washington
Residing at: _____
My Commission Expires: _____

State of Washington)
)ss
County of Spokane)

On this day personally appeared before me _____ to me known to be the _____ of **Millenium Northwest, LLC** who executed the foregoing instrument, and acknowledged said instrument, and acknowledged the said instrument to be the free and voluntary act and deed of _____ for the uses and purposes therein mentioned, and on oath stated he is authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2025.

Notary Public in and for the State of Washington
Residing at: _____
My Commission Expires: _____

EXHIBIT A
(Legal Description of the Property)

Lots 1 and 2, Block 5, HAVERMALE'S ADDITION, as per plat recorded in Volume "A" of Plats, page 22, records of Spokane County; situate in the City of Spokane, County of Spokane, State of Washington.

UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY
Resolution No. 2025-__

(Regarding the Amendment of Covenants on Real Property)

WHEREAS, Section 5.1 of the University District Public Development Authority (the “UDPDA”) Charter authorizes the UDPDA to “own and sell real property;” and

WHEREAS, on or about July 2, 2019, the City of Spokane transferred to the UDPDA the real property described as:

Lots 1 and 2, Block 5, Havermale’s Addition, as per plat recorded in Volume “A” of Plats, page 22, records of Spokane County; Situate in the City of Spokane, County of Spokane, State of Washington.

Tax Parcel Numbers: 35184.0925 and 35184.0926

(the “Property”); and

WHEREAS, the UDPDA Board of Directors declared the Property surplus at an open, duly-noticed meeting held on October 29, 2025; and

WHEREAS, the UDPDA intends to use the proceeds from any sale for other municipal purposes that are more beneficial to its needs; and

WHEREAS, the Property contains various covenants, placed there by the City of Spokane upon transfer of the Property to the UDPDA; and

WHEREAS, the UDPDA desires to amend said covenants as further described herein.

NOW THEREFORE, be it resolved by the UDPDA Board of Directors as follows:

Section 1. Authorization to Amend Covenants on Deed. The Board authorizes the Chair of the Board (or the Vice Chair in the absence of the Chair) to execute the Amendment of Covenants appended hereto as **Attachment 1**.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

BE IT FURTHER RESOLVED, that the Board of Directors, officers, Chief Executive Officer, legal counsel and staff of UDPDA are hereby authorized and directed to take all action necessary and proper to effectuate the foregoing, including, but not limited to, the recording of the Amendment of Covenants.

BE IT FURTHER RESOLVED, any actions of the Board of Directors, the Chief Executive Officer, agents or staff, prior to the date hereof and consistent with the terms of this Resolution are ratified and confirmed.

ADOPTED by an affirmative majority vote of the Board of Directors of the University District Public Development Authority on the 4th day of December, 2025.

Kathryn Sheehan, UDPDA Board Chair

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Taud Hume', written in a cursive style.

Taud Hume, UDPDA Attorney

CERTIFICATE

I, the undersigned, Secretary of the University District Public Development Authority Board of Directors, a municipal corporation organized under the laws of the State of Washington, do hereby certify that the foregoing resolution was duly approved and adopted by the Board of Directors of the corporation at a meeting of the Board of Directors duly called and held on the 4th day of December, 2025, at which meeting a quorum was present; and that said resolution, as set out above, will appear in the minutes of said meeting in the corporation's minute book.

DATED this __ day of _____, 2025.

SECRETARY

ATTACHEMENT 1

(Amendment of Covenant)

AFTER RECORDING RETURN TO:
Witherspoon Brajcich McPhee, PLLC
601 W. Main Street, Suite 1400
Spokane, WA 99201
Attn: Taud A. Hume

<u>Document Title:</u> Amendment of Covenants
<u>Reference Number of Related Document:</u> 6819617
<u>Grantor:</u> University District Public Development Authority, a Washington municipal corporation created pursuant to RCW 35.21.730 et seq.
<u>Grantee:</u> City of Spokane, a Washington municipal corporation
<u>Grantor Property Legal description:</u> Lots 1 and 2, Block 5, HAVERMALE'S ADDITION, as per plat recorded in Volume "A" of Plats, page 22, records of Spokane County; situate in the City of Spokane, County of Spokane, State of Washington
<u>Grantor Property Tax Parcel Numbers:</u> 35184.0925 and 35184.0926

AMENDMENT OF COVENANTS

THIS AMENDMENT OF COVENANTS (this “Amendment”) is entered into as of this _____ day of _____, 2025 (the “Effective Date”), by and between the City of Spokane, a Washington State municipal corporation (as “Grantee”), and the University District Public Development Authority, a Washington public corporation created pursuant to RCW 35.21.730 et seq., (as “Grantor”), who are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Grantor owns certain real property legally described on **Attachment 1** appended hereto (the “Grantor Property”); and

WHEREAS, Grantor purchased the Grantor Property from Grantee via Statutory Warranty Deed recorded on July 5, 2019 under Spokane County Auditor’s Number 6819617 (the “Deed”); and

WHEREAS, the Deed contains the following two covenants, stating that the Grantor Property is:

“SUBJECT TO the restriction that the real property legally described heretofore must be used by grantee University District Public Development Authority for purposes of economic development.”

“SUBJECT TO the covenant that any sale or encumbrance by said grantee must comply with the provisions contained in RCW 35.21.747, as now existing or hereafter amended.”

(collectively, the “Covenants”); and

WHEREAS, the Parties seek to amend the Deed as further described herein.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, Grantor and Grantee hereby agree to amend the Deed as follows:

1. Amendment. The Parties agree that the Covenants in the Deed shall be amended as follows (strike through text is omitted, plain text is unchanged and underlined text is added):

“SUBJECT TO the restriction that the real property legally described on Attachment 1 ~~heretofore must~~ may only be used by ~~grantee University District Public Development Authority~~ for purposes of economic development,” which may include, but not be limited to, multifamily housing, mixed use, or commercial enterprises; except that the parcel shall not be used for commercial

surface parking unless that parking serves the economic development or housing project occurring thereon.”

“SUBJECT TO the covenant that any sale or encumbrance by said grantee must comply with the provisions contained in RCW 35.21.747, as now existing or hereafter amended.”

2. Termination. Notwithstanding the amendments articulated in Section 1 above, the Parties agree that the Covenants set forth above will automatically terminate and be of no further force and effect as of the date that is ten (10) years from the date of the issuance of a certificate of occupancy for the development of the property. Neither party is required to do anything proactive to effectuate such termination.

3. Miscellaneous. This Amendment shall be recorded against the Grantor Properties, is intended to run with the land, and shall bind and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns. This Amendment constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Amendment shall be governed by and construed and interpreted under the laws of the State of Washington.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

GRANTOR:

UNIVERSITY DISTRICT PUBLIC
DEVELOPMENT AUTHORITY, a Washington
municipal corporation created pursuant to RCW
35.21.730 et seq.

By: _____

Its: _____

GRANTEE:

CITY OF SPOKANE, a Washington municipal
corporation

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public residing at: _____

Notary's Name (typed or legibly printed)
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the CITY OF SPOKANE, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public residing at: _____

Notary's Name (typed or legibly printed)
My Commission Expires: _____

ATTACHMENT 1

(Legal Description of Grantor Property)

Lots 1 and 2, Block 5, HAVERMALE'S ADDITION, as per plat recorded in Volume "A" of Plats, page 22, records of Spokane County; situate in the City of Spokane, County of Spokane, State of Washington