

After Recording Return To:  
City Clerk's Office 5<sup>th</sup> Floor Municipal Building  
W. 808 Spokane Falls Blvd.  
Spokane, WA 99201

## **FAÇADE EASEMENT**

THIS Façade Easement is made this \_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, Inc.(hereinafter sometimes referred to as the "Grantor") and the CITY OF SPOKANE, a Washington municipal corporation (hereinafter sometimes referred to as the "Grantee").

WHEREAS, the Grantor is the owner of certain Premises known as **(Name of Building and Legal Description)**

Parcel No. of **(Parcel NO.)**, which

including all of the improvements situated thereon, which Premises have been registered in The National Register of Historic Places, pursuant to The National Historic Preservation Act of 1966 (80 Stat. 915, 16 U.S.C. 470), as amended, as a certified historic structure; and

WHEREAS, the grant of a Façade Easement (hereinafter referred to as the "Easement") by the Grantor to Grantee on the Premises will assist in preserving and maintaining the Premises as an Historic Structure in the City of Spokane; and

WHEREAS, the Grantor is willing to grant to the Grantee and the Grantee is willing to and desires to accept the Easement as hereafter provided for the purpose of insuring that the value of the Premises for such purposes will not be destroyed, altered, or impaired;

NOW, THEREFORE, as a charitable donation, the Grantor does hereby grant, convey, and deliver unto the City of Spokane, a Façade Easement in the following described lot and, parcel of land, with the buildings and improvements thereon (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereto), being hereafter collectively referred to as the "Premises" or the "Property", located in the City of Spokane, State of Washington, and described particularly as follows:

\_\_\_\_\_, in the City and County of Spokane, Washington.

The Easement granted hereby shall be the nature and character hereinafter expressed and shall be a covenant running with the land, in perpetuity, binding upon the Grantor and their successors and Assigns forever. This Easement is for the purpose of preserving and maintaining the building façade located on the property described herein in a manner consistent with the historic property designation. Grantor shall record this Easement Deed with the Spokane County Auditor at Spokane, Washington.

1. DESCRIPTION. The building on the Property is a \_\_\_\_\_ known as the \_\_\_\_\_ and includes the façade of the entire building.

The exterior surfaces of improvements (including, without limitation, the exterior walls, roofs, and windows) on the subject Premises are those depicted in the photographs which have been provided to the Grantee, being essentially those exterior surfaces of improvements on the aforesaid Premises which are visible from all sides of the \_\_\_\_\_.

The foregoing description of the property may be amended, replaced or elaborated upon in more detail, and a description of the style and similar particulars and any collateral or appurtenant improvements on the Premises may be added, by an instrument in writing, signed by both parties hereto, making reference to this Easement and Recorded in the office of the Spokane County Auditor. If and when such instrument is placed of record, it shall be deemed to be a part of this Easement as if set out herein.

2. MAINTENANCE. Grantor shall assume the costs of continued maintenance and repair of the property so as to preserve the architectural, historical, or archaeological integrity of the property in perpetuity in order to protect and enhance those qualities that made the property eligible for listing in the National Register of Historic Places.

Nothing in this Agreement shall prohibit the grantor from seeking financing from any source available to it.

All maintenance and repairs shall be done in a first class and workmanlike manner, using materials of high quality, and shall be commenced and prosecuted with a high degree of diligence and in a manner which preserves the Property as described herein or by the subsequent written description herein referred to above.

3. SIGNS AND USE. No signs shall be erected on, and no activity shall be conducted on, the Property which would destroy or diminish its historic, cultural, or aesthetic values, and all things shall be done which are reasonably necessary to insure that the Property continues to be registered as an historic place under the National Historic Preservation Act of 1966.

4. ALTERATIONS. No alterations to the property (including particularly, but not limited to, all exterior surfaces of the building as herein set, any interior changes which may alter or place structural stress on the façade, the addition of any new building element onto the roof of the building, any excavation under the existing building, and/or the demolition of the building itself, as described herein or by the subsequent written description hereinafter provided for) shall be undertaken, commenced, or performed without the prior written approval of the Grantee. Further, any proposed remodel or change to either the exterior improvements, or proposed repairs or repainting of the exterior of the building (unless the repair or repainting shall exactly duplicate the existing character, features, color, and materials of the said building) shall be undertaken, commenced, or performed only after prior written approval of the Grantee.

5. UTILITIES. Utility entrances needed from time to time shall be installed in a manner which will not impair the aesthetics of the Property.

6. INSPECTION. Grantor hereby agrees that representatives of Grantee, its successors or assigns, shall be permitted to inspect the Property at any reasonable time. Inspections shall normally take place from the street; Grantor agrees, however, that representatives of the Grantee, its successors or assigns, shall be permitted to enter and inspect the interior of the improvements to insure maintenance of structural soundness. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor agrees not to unreasonably withhold its consent on determining a date and time for any such inspection.

7. GRANTOR USE. Grantor reserves the free right and privilege to use the Property for all purposes not inconsistent with the Grant made herein. Nothing herein shall be construed to grant unto the general public or any other persons, other than Grantee and its agents, the right to enter upon the Property for the purposes set forth herein.

8. CASUALTY LOSS. In the event that the building located on the Property is, by fire, flood, earthquake, or other disaster of any kind whatsoever:

a. Partially destroyed to such an extent or of such nature that the appearance of the Property as seen from any street on or off the Property or as viewed from buildings along adjacent streets is altered from the Property

appearance in the photographs in Exhibit "A", then Grantor shall, within a reasonable period of time, restore the Property to either a condition so that the appearance is restored to that shown in the photographs referred to in paragraph 1 or to any other such condition as the parties may agree to in a written instrument. Provided, however, that if the partial destruction of the Property is so extensive as to make repair or reconstruction impractical, then the Grantor may proceed under subsection (b) hereof.

b. Totally destroyed, then Grantor may thereafter erect on the property a building, the appearance of which as seen from any street on or off the Property or as viewed from buildings along adjacent – streets, is reasonably consistent with the architectural character of the historic buildings in the vicinity of the Property.

Upon satisfactorily completion of such restoration, the appearance of the Property to which paragraphs 8(a) and 8(b) above shall apply shall be the restored appearance of the Property. If Grantor shall fail, after prior written notice, to restore the Property within a reasonable period of time as required under this Paragraph. 8, Grantee shall have all the rights given it under Paragraph 11 below; provided, however, that Grantor's liability under this paragraph shall be limited to Grantor's interest in the Property.

9. INSURANCE. Grantor shall maintain, at its own costs, insurance against loss from the perils commonly insured under standard fire and extended coverage policies, and shall also maintain in force at its own expense, general liability insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this Easement. It shall provide that City, and its agents, officers, and employees are Additional Insureds but only with respect to the parties' rights and obligations hereunder.

10. RELEASE. Grantor will be responsible for and will and does hereby release and relieve Grantee, and shall indemnify, defend, and hold Grantee harmless against any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury, and of damages to Property occurring in or around the Premises subject to this Easement, unless caused by the sole negligence of the Grantee.

11. ENFORCEMENT. If Grantor fails to observe or if Grantor violates any covenant, agreement or provision contained herein, then Grantee shall, in addition to all other remedies available at law or in equity,

have the right to enforce this Easement, including each of its provisions by specific performance, but in no event is it obligated to do so. If Grantor shall fail to maintain the Property, including all exterior surfaces of the building, or any part thereof, in good condition and repair, and if such failure shall not be completely cured and remedied promptly upon written notice sent by Grantee to Grantor at the Property, then Grantee shall have the right, itself or through agents or contractors, to restore, repair, or maintain the Property, but in no event shall it be obligated to do so, and the Grantor shall, promptly upon request, reimburse Grantee for all sums so expended by Grantee, plus a reasonable inspection and attorney's fee. The amount of such debt shall be secured by a lien upon the Property, and if Grantor shall fail to reimburse Grantee in full immediately after request (sent to the Property), then Grantee may enforce the lien in the manner in which mechanic's liens are then enforced in the State of Washington.

12. SUCCESSORS. The covenants and agreements set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. Grantee agrees that it will hold this Easement exclusively for conservation purposes; that is, it will not transfer this Easement for money, other property, or services. Grantee may, however, assign or transfer its interests hereunder to any agency of the State of Washington or the United States of America, provided that simultaneous with such assignment or transfer, Grantee shall assign or transfer to such Agency all rights then belonging to Grantee under all Façade Easements theretofore obtained with respect to all real property in the City of Spokane. Except as provided in the preceding sentence, Grantee may not assign or transfer its interests hereunder without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

13. NOTICE. Any notice required or allowed hereunder shall be in writing sent by certified mail, return receipt requested. Grantor's mailing address is [REDACTED]; and Grantee's address is 808 W. Spokane Falls Boulevard, Spokane, Washington 99201. All notices shall be directed to those addresses unless on party has notified the other in the manner herein provided for the giving of notice of change of address,

14. Nothing in this instrument or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, or to provide public utility services or installations near or adjacent to the Easement.

15. GOVERNMENTAL APPROVAL. Grantor acknowledges that this Easement does not bind the City of Spokane until the Mayor or his/her duly authorized designee executes this Easement. City staff will exercise best efforts to obtain the Mayor's signature.

TO HAVE AND TO HOLD, this Façade Easement, with all the privileges and appurtenances thereunto appertaining by the said City of Spokane, its successors and assigns, to its and their use and behalf, in perpetuity, from and after the date hereof.

Name of Corporation

By \_\_\_\_\_

CITY OF SPOKANE

\_\_\_\_\_  
ADMINISTRATIVE SERVICES DIRECTOR

ATTEST: \_\_\_\_\_  
City Clerk

Approved:

\_\_\_\_\_  
Teresa Brum, Historic Preservation Officer

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

