

9310080221

OPR 93-791

To be Recorded by:
Office of Spokane County Auditor
1116 W. Broadway
Spokane, WA 99260-0100

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:

Lots 5-6, Block 68, Railroad Second Addition; known as Fire Station #9,
S. 804 Monroe.

Parcel Number: 35193.0505

is governed by a Management Agreement between the City of Spokane and the Owner, Susan C. Mader, Square Circle Investments, of the subject property. Said Management Agreement was approved by the Spokane City Council on 9-22-93.

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" (Revised 1983) and other standards promulgated by the Historic Landmarks Commission.

I certify that the above is true and correct.

Historic Preservation Officer

Katherine W. Farrell

Dated: 9-21-93

I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. OPR 93-791

Spokane City Clerk

Marilyn J. Montgomery

Dated: 9-29-93

MANAGEMENT AGREEMENT

The Agreement is entered into this 28th day of September, 1993, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission") and (hereinafter "Owner(s)"), the owner of property located at 804 S. Monroe, commonly known as Fire Station #9 in the City of Spokane.

WHEREAS, the City of Spokane adopted Ordinance C-26353 on November 23, 1981; and

WHEREAS, the County of Spokane adopted Ordinance 82-0038 on January 12, 1982; and

WHEREAS, both Ordinance C-26353, as amended, and Ordinance 82-0038 provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City and 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 a 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 hereto 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 hereto.

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 hereto 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.

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.

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

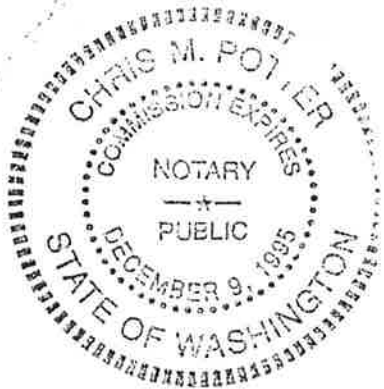
written. Nancy D. Mace owner WOLF MARKER 42650
2204 NL 45806

Susan C. Mace owner Q.D.# MAR 1950 42650

County of Spokane :

On this day personally appeared before me Susan MADOL & NANCY CROYLE to me know to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that They signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of August, 1993.



Chris M. Potter

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

My Commission Expires 12-9-95

CITY OF SPOKANE

Rog D. L.

CITY MANAGER

Attest: Janet L. Owens
Deputy City Clerk

Approved as to form:

Michael A. Pucob
Assistant City Attorney

Exhibit A

In addition to exterior review requirements, the terms of this Management Agreement shall also include the following significant interior spaces and features:

Main Floor

- 1) Both fire poles shall be retained if at all possible. If not, a minimum of one shall remain in place.

Second Floor

- 1) Original lockers and cabinetry shall be retained if at all possible. If not, a minimum of one bank shall remain in place and the remaining protected and stored on-site for future reuse in building.