

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
808 W. Spokane Falls Blvd.
5th Floor Municipal Bldg.
Spokane, WA 99201-3333

9204140425

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Avenida Apartments: Browne's Addition, all of Lot 2 and E. 1/2 Lot 3, Block 22
SW Corner (2nd Lot west) of Pacific and Cannon. W. 2009 Pacific Avenue.

Parcel Number: 25241.1902

is governed by a Management Agreement between the City of Spokane and
the Owner, Ron & Julie Wells, of the
subject property. Said Management Agreement was approved by the
Spokane City Council on 12/4/89.

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 Original
Management Agreement is on file in
the Office of the City Clerk under
File No. OPR 89-955.

Spokane City Clerk

Marilyn J. Montgomery
Dated: 4-13-92

I certify that the above is true and correct.

Historic Preservation Officer

Katherine W. Daniel
Dated: 3-12-92

MANAGEMENT AGREEMENT

This Agreement is entered into this 19th day of October, 1989 by and between the City of Spokane (hereinafter "City"), and R. Ronald and Julie W. Wells (hereinafter "Owners"), the Owners of property located at South 180 Cannon and West 2009 Pacific, commonly known as The Marlboro and Avenida Apartments, 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 and Ordinance 82-0038 are identical and 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 owners who directly benefit by City action will bind their 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 Owners, for mutual consideration, hereby agree to the following covenants and conditions:

1. Consideration. The City agrees to designate the Owners' property a Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant

thereto. The Owners agree to abide by the below detailed management standards for their 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. Owners intend their 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 only by mutual agreement of the parties hereto or their successors or assigns.

4. Promise of Commission. The City hereby promises to designate the Owners' property as a Historic Landmark on the Spokane Register of Historic Places. This promise is dependent upon the Owners' promise to agree to and fulfill the Management Standards, to be monitored by the Commission, and is not enforceable in the absence thereof.

5. Promise of Owners. Owners agree to and promise to fulfill the following Management Standards for their property which is the subject of the Agreement. Owners intend to bind their 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 (Revised 1983).

6. The Owners must obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:


- A) Use of the landmark; or
- B) The exterior appearance of the landmark; or
- C) The interior appearance when it affects primary semi-public spaces; or
- D) Demolition of the landmark; or
- E) New construction attached to the landmark.

7. In the case of an application for a Certificate of Appropriateness for the demolition of a landmark, the Owners agree 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, arrange the salvage of architectural artifacts, and appropriate structural recording.

DATED this 19th day of October, 1989.



OWNER



OWNER

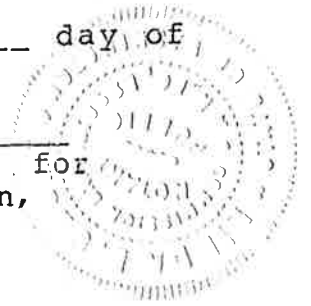
STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Ron Wells + Julie Wells to me known to be the individuals 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 19th day of October, 1989.

Linda L. Crume

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



CITY OF SPOKANE

Tung L. Nish
City Manager

Signed: Dec. 5, 1989

ATTEST: Marilyn J. Montgomery
City Clerk

APPROVED AS TO FORM:

Andrew Shustak
Assistant City Attorney