

To be Recorded by:
Office of Spokane County Auditor
1116 W. Broadway
Spokane, WA 99260-0100 **9204140423**

After Recording Return to:
Office of the City Clerk
808 W. Spokane Falls Blvd.
5th Floor Municipal Bldg.
Spokane, WA 99201-3333

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NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:
Binkley, J.W., House: Lots 10,11 and 12 Block 33 Cannon's Addition. S. 628 Maple.

Parcel Number: 25244.3008

is governed by a Management Agreement between the City of Spokane and the Owner, Vida K. Johnson, of the subject property. Said Management Agreement was approved by the Spokane City Council on 6/29/87.

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 87-376.

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

OPR 87-376

M A N A G E M E N T A G R E E M E N T

This Agreement is entered into this 5th day of June, 1987, by and between the City of Spokane (hereinafter "City"), and Kenneth W. Gates, (hereinafter "Owner(s)"), the owner of property located at South 628 Maple Street, commonly known as The Binkley House, in the City/County 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 owner who directly benefits by City action will bind her/her benefitted 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 Owner's property an Historic Landmark or District, or Conservation Landmark or District on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. The Owner(s) agrees to abide by the below-detailed 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 only by mutual agreement of the parties hereto or their successors or assigns.

4. Promise of Commission. The City hereby promises to designate the Owner's property as an Historic Landmark or District or Conservation Landmark of District on the Spokane Register of Historic Places. This promise is dependent upon Owner's 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 Owner. 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 land and all successors and assigns. The Management Standards are: The Secretary of the Interior's Standards for Historic Preservation Projects, with Guidelines for Applying the Standards.

6. The Owner(s) 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 property within a designated district;
- (B) The exterior appearance of the landmark or property within a designated district;
- (C) Demolition of the landmark or property within a designated district; or
- (D) New construction attached to the landmark or within a designated district.

7. In the case of an application for a Certificate of Appropriateness for the demolition of a landmark or property within a district, 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, arrange the salvage of architectural artifacts and arrange recordation of the building.

DATED this 17th day of June, 1987.

Kenneth W. Gates

OWNER

OWNER

STATE OF WASHINGTON)
County of Spokane)

On this day personally appeared before me Kenneth W. Gates to me known to be the individual/s/ described in and who executed the within and foregoing instrument, and acknowledge that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of June, 1987.

Phyllis D. Stank
Notary Public in and for the State of Washington, residing at Spokane

CITY OF SPOKANE
Terry L. Novak
City Manager BT

ATTEST: Marilyn J. Montgomery
City Clerk

Signed June 30, 1987

APPROVED AS TO FORM:
B Burns
Assistant City Attorney

Statement

On November 12, 1986 Vida K. Johnson as owner of Real Estate situated in Spokane, County of Spokane in the State of Washington commonly referred to as 628 South Maple and also referred to as the Binkley House by the City and County Historic Landmarks Commission authorized Kenneth W. Gates to act as her agent and Attorney-in-fact for the purpose of submitting all necessary and required documents to allow the above described property to be placed on the Spokane Register of Historic Places. The legal description of the property is Lots 10,11 and 12 Block 33 Cannon's Addition.

State of Washington,)
) ss.
County of Spokane.)

Pursuant to the provisions of The Revised Code of Washington 42.44.100 (6) I certify that the event or act described in this document has occurred or been performed.

Dated: *November 12, 1986*

Paula L. Bates

NOTARY PUBLIC in and for the State of
Washington, residing at Spokane.



My Commission Expires: *April 19, 1989*