

MANAGEMENT AGREEMENT

The Agreement is entered into this 30 day of August, 1995, 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 241E 9th Ave, commonly known as Elmendorf House.

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.

4. PROMISE OF OWNERS. Owner(s) agrees to and promises to

... and assigns. The Managements Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (Revised 1983)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

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.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forth-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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

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

Jean Butler  
Owner

\_\_\_\_\_  
Owner

STATE OF WASHINGTON:

County of Spokane :

On this day personally appeared before me Jean Butler to me know to be the individual(s) described in and who executed

the uses and purposes therein mentioned.

Given under my hand and official seal this 30<sup>th</sup> day of August, 1995.



*Kendra A. Hitchens*

Notary Public in and for  
the State of Washington,  
residing in Spokane. 8-9-98  
My Commission Expires \_\_\_\_\_

CITY OF SPOKANE

\_\_\_\_\_  
CITY MANAGER

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

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