

After recording return to:  
Clerk of the Board  
Spokane County Commissioners Office  
1116 W. Broadway, 1<sup>st</sup> Floor  
Spokane, WA 99260-0100

**NOTICE OF MANAGEMENT AGREEMENT**

*NOTICE IS HEREBY GIVEN that the property legally described as:*

Section 3, Township 26, Range 42, that part of the west ½ of the northwest ¼, section 3, north of the Little  
Spokane River

*Parcel Number, 26032.9063<sub>1</sub>, is governed by a Management Agreement between the County of Spokane and the  
Owners, Michael C. & Ronda S. Weaver, (Montvale Farm) of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into  
pursuant to Spokane County Ordinance No. 82-0038. 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.*

*Said Management Agreement was approved by the Board of County Commissioners of Spokane County on  
\_\_\_\_\_. I certify that the original Management Agreement is on file in the Office of the  
County Commissioners under Resolution No. \_\_\_\_\_.*

Clerk of the Board I certify that the above is true and correct.

Historic Preservation Officer

Dated: \_\_\_\_\_

  
Dated: 2/9/07

**MANAGEMENT AGREEMENT**

**Spokane County**

The Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Spokane (hereinafter "County"), acting through its Historic Landmarks Commission ("Commission"), and Michael C. & Ronda S. Weaver (hereinafter "Owner(s)"), the owners of the property located at 5821 W. Rutter Parkway, commonly known as Montvale Farm, in the 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, 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 County has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to County 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 County and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The County agrees to designate the Owner's property an 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 County 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 fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her 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)." 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 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in County ordinances governing historic landmarks.

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

Mike Swann  
Owner  
[Signature]  
Owner

SPOKANE COUNTY  
[Signature]  
COUNTY COMMISSIONER

ATTEST:

[Signature] CLERK OF THE BOARD  
[Signature] COUNTY COMMISSIONER

Approved as to form:

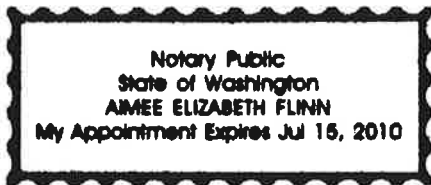
[Signature] COUNTY ATTORNEY  
[Signature] COUNTY COMMISSIONER

STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

On this 17TH day of JANUARY 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared MICHAEL & RONDA WEAVER

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that THEY (he/she/they) signed the same as THEIR (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17TH day of JANUARY, 2007.



Aimee Elizabeth Flinn  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires 7/15/2010

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared JACK LYNCH and TERRI PFISTER, to me known to be the Deputy Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON        )  
  )ss.  
County of Spokane            )

On this 20th day of February, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark Richard, Bonnie Mager and Todd Mielke, to me known to be the elected officials of the Board of County Commissioners of Spokane County, a political subdivision of the State of Washington, that they executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the seal of said County.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my seal the day and year first written above.



Daniela P. Erickson  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane.  
My Commission Expires: 4-9-2010

**Attachment A**

CARETAKER'S COTTAGE