04/19/2019 10:11:56 AM
Recording Fee \$104.00 Page 1 of 7
Agreement SPOKANE, COUNTY COMMISSIONERS
Spokane County Washington

After Recording Return to: Clerk of the Board Spokane County Commissioner's Office 1116 W. Broadway, Room 100 Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

A TRACT OF LAND LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 45 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON.

Parcel Number(s) 58160.9001, is governed by a Management Agreement between the County of Spokane and the Owner(s), Washington State Department of Parks and Recreation, 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane County Board of Commissioners on $4\cdot16\cdot19$. I certify that the original Management Agreement is on file in the Office of the County Clerk under File No. 19-0927.

I certify that the above is true and correct.

Spokane County Clerk

Dated: 4.11,.19

Historic Preservation Officer

Dated:_

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **20th** day of **March 2019**, by and between the County of Spokane (hereinafter "County"), acting through its Historic Landmarks Commission ("Commission"), and **Washington State Parks** (hereinafter "Owner(s)"), the owner of the property located at **N 26107 Mt. Spokane Park Drive, Mead, WA 99021** commonly known as the **Mt. Spokane Vista House** in Spokane County.

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. <u>CONSIDERATION</u>. 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. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.
- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. 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 or their successors or assigns. In the event Owner(s) fails to comply with the

| This Agreement is entered into the | year and date first above written. |
|------------------------------------|--|
| Owner | Owner |
| | COUNTY OF SPOKANE By: Historic Preservation Officer |
| COMMISSIONER | ABSENT |
| COMMISSIONER | OF COMMISSION |
| ATTEST AND Approved as to form: | . Bo |

Signal Guly Clerk of the Board

| Attachment A | | | |
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| None | | | |
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