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Spokane Co, WA

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

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Hillside Addition part of Lot 3; all of Lot 4 Block 3, beginning on southwesterly line of Lot 3 & 25 feet from westerly corner southeast to southerly corner northeastly to southeasterly corner southwest to point of beginning.

Parcel Number: 35193.3802 (Bell House), is governed by a Management Agreement between the City of Spokane and the Owner, Cynthia Hahn, 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" (Revised 1983) and other standards promulgated by the Historic Landmarks Commission.

I certify that the above is true and correct.

Historic Preservation Officer

Sue Ann B...
Dated: 11/22/03

Said Management Agreement was approved by the Spokane City Council on November 10, 2003. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. OPR 2003-975



Spokane City Clerk
Leri Aff...
Dated: November 12, 2003

FINDINGS OF FACT AND DECISION FOR CITY COUNCIL REVIEW

917 South Lincoln, the Dr. Robert & Jessie Bell House

SUMMARY

The Spokane City/County Landmarks Commission recommends the **Dr. Robert & Jessie Bell House** at **917 South Lincoln** in the Cliff/Cannon Neighborhood for listing in the Spokane Register of Historic Places because it is found to meet the criteria for listing (as established by city ordinance) as approved by the Landmarks Commission on September 17, 2003. The property is owned by Cynthia Hahn.

FINDINGS OF FACT

Spokane Municipal Code 06.05.110 (Historic Landmark and Historic District--Designation).

AGE

1. "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

Built in 1908, the **Bell House** meets the 50-year age criteria established for listing in the Spokane Register.

INTEGRITY

2. "The property must also possess integrity of location, design, materials, workmanship, and association."

Integrity is "the ability of a property to convey its significance...to retain historic integrity a property will always possess several, and usually most, of the aspects."

The **Bell House** retains its original location, association, workmanship, materials and design, with just a few minor changes. Changes: The second-floor recessed balcony/sleeping porch remained open as shown on the 1908 house plans, but was enclosed at a later date. A recent renovation included a composition roof, rebuilt front steps, and new wood balustrades were installed on either side of the steps. The balustrades reflect the Craftsman style and were designed by homeowner Cynthia Hahn.

SIGNIFICANCE

3. The property must...fall into one or more of the following categories (A,B,C,D,E,F):

The **Bell House** is eligible under Category A as a good example of the pattern of development in the Hillside Addition.

The **Bell House** is architecturally significant under Category C as a good example of the American Foursquare tradition with Craftsman-style influence.

FINAL DESIGNATION DECISION

The Spokane Landmarks Commission approved a motion to recommend the **Bell House** for listing in the Spokane Register of Historic Places, based on the Findings of Fact, as set forth in this document.

Significant Features: all exterior portions of the building; the garage; many portions of the interior (see Agreement).

PROTECTION MEASURES

Controls

No significant feature (as noted above) may be altered, whether or not a building permit is required, without first obtaining a Certificate of Appropriateness from the Landmarks Commission pursuant to the provisions of C26353. The following exclusion is allowed:

In-kind maintenance and repair.

Incentives

The following incentives are available to the property owners:

1. Eligibility for historic site marker (to be paid for by the property owner).
2. Eligibility for technical assistance from the Spokane Historic Landmarks Commission.
3. Eligibility for application to the Special Valuation tax incentive program.
4. Eligibility for application to the Open Space Special Assessment tax incentive program.
5. Eligibility for application for Historic Building Code Relief.

September 17, 2003: Approved by Spokane Historic Landmarks Commission

MANAGEMENT AGREEMENT

City of Spokane

The Agreement is entered into this 12th day of November, 2003, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Cynthia Hahn** (hereinafter "Owner(s)"), the owner of the property located at, **917 S. Lincoln Street** commonly known as the **DR. ROBERT & JESSIE BELL HOUSE** 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, 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 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 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 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 City ordinances governing historic landmarks.

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

Constance Galt
Owner

Owner

STATE OF WASHINGTON:

County of Spokane :

On this day personally appeared before me CYNTHIA HAHN to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that She signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of OCTOBER, 2003.



Constance Galt

CITY OF SPOKANE

[Handwritten Signature]
CITY ADMINISTRATOR

ATTEST:

[Handwritten Signature]
City Clerk



Approved as to form:

[Handwritten Signature]
Assistant City Attorney

Exhibit A

The Management Agreement includes the following interiors of rooms on the first floor: Living Room, Dining Room, Library, and Entry Hall, including these specific features:

- All of the original wood trim on the first floor, including quartersawn oak, mahogany, and curly fir trim and box beams; original pocket door in dining room; and two mahogany and quartersawn oak fireplace mantels.
- Quartersawn oak floors on the first floor, excluding the oak floor in the kitchen, which was installed in 1998)
- Living room and library fireplaces on the first floor, which have original pressed brick
- Original wall sconces in the library
- Mahogany trimmed mirror and surrounding lights in the hallway.

The Management Agreement also includes, in other areas of the house, the following original interior features:

- The original push button light switches
- The master light control panel in the master bedroom
- The door hardware
- The stairway between the first and second floors, including the balustrade and landing

The following items were reproduced to match original features between 1998-2003, and, although these features are not original and therefore would not be subject to the Secretary of the Interior's Standards for Rehabilitation, it is recommended that these new features be retained:

- In the library, the built-in seating (Inglenuok) which was reproduced based on one original piece
- In the dining room, the plate rail and wood panels
- The tile floor of the 2nd floor bathroom; 80% of which is original and 20% of which is new
- The tile of the floor of the master bedroom fireplace
- The hammered copper fireplace hood and fireplace tile in the living room
- Hand made hammered copper sconces with historic glass shades
- Pocket door in the living room
- Stained glass in the transom above the bedroom door on the first floor