

MANAGEMENT AGREEMENT

The Agreement is entered into this 27 day of October, 1997, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and (hereinafter "Owner(s)"), the owner of the property located at 507 W. 7th, commonly known as D.C. Corbin 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:

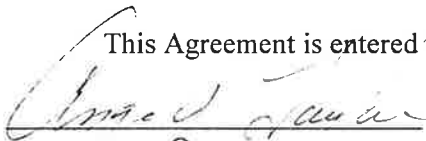
- (A) demolition;
- (B) relocation;
- (C) change in use if it negatively impacts the historic character of the building
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E)

6. Spokane Parks and Recreation Department is committed to protecting the following interior historic features and will consult with the Historic Preservation Office on any changes which would impact the following:

- 1) Main floor pocket doors,
- 2) Main floor fireplace mantels and woodwork,
- 3) Main floor staircase,
- 4) Main floor vestibule woodwork and glass,
- 5) Parlor woodwork,
- 6) Original chandeliers and sconces on the main floor,
- 7) Dining room woodwork and wainscoting.

7. 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.



Owner


Owner

STATE OF WASHINGTON:

County of Spokane

On this day personally appeared before me Ange J. Taylor to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his 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 the day and year first above written.



Notary Public in and for the State of Washington, residing at Spokane

My commission expires 8/15/99

CORBIN HERITAGE GARDENS
AMENDMENT TO AGREEMENT OF UNDERSTANDING BETWEEN
THE SPOKANE PARK BOARD AND THE LANDMARKS COMMISSION

This Agreement is entered into this 9th day of May, 2000, by and between the City of Spokane ("City"), acting through the Historic Landmarks Commission ("Commission") and the City of Spokane, acting through its Park Board, the owner of the property located at Seventh and Stevens, commonly known as the Corbin Heritage Gardens, in the City/County of Spokane. This Agreement is an amendment to the Management Agreement for the D.C. Corbin 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 is responsible for the stewardship of historic and architecturally significant properties in the City and County; and

WHEREAS, Article V, Section 48, of the City Charter grants the Park Board the power to care for, manage and improve all parks owned by the City; and

WHEREAS, The Park Board recognizes the significance of the historic features of the Corbin Heritage Gardens; -- NOW THEREFORE,

The Commission and the Park Board hereby agree as follows:

1. CONSIDERATION. The Commission agrees to designate the Corbin Heritage Gardens to the Spokane Register of Historic Places. The Park Board agrees to consider recommendations from the Commission regarding the historic characteristics and features of the Corbin Heritage Gardens.
2. FILING. This Agreement shall be filed as a public record.
3. ALTERATION OR EXTINGUISHMENT. This Agreement may be altered or extinguished by either party upon notice to the other party. In the event the Park Board fails to comply with Management Standards, except where modified, or any City ordinance governing historic landmarks, the sole remedy of the Commission is to revoke, after notice and an opportunity for a hearing, this Agreement.

4. EXISTING CONDITIONS. The Corbin Heritage Gardens, located south of the D.C. Corbin House, are a recent discovery. A lengthy...lifestyle of Seventh Avenue due to association with D.C. Corbin.

5. PROMISE OF OWNERS. Owner agrees to and promises to fulfill "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (Revised 1995)" and those standards promulgated by the Commission for the D.C. Corbin House and Corbin Heritage Gardens provided they are agreed to by the Park Board. Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission. It is agreed between the parties that the Park Board will exercise best efforts to comply with the Management Standards. (Attached as Exhibit "B")

6. HISTORIC LANDMARKS COMMISSION. The Park Board recognizes the value of and is dedicated to preserving the historic character of the Corbin Heritage Gardens, and will work with the Commission to ensure preservation and enhancement of the site's historically significant, character-defining features. This Agreement is not retroactive and neither party intends to review existing features of the Corbin Heritage Gardens. The Park Board agrees to provide the Landmarks Commission the opportunity to review and provide recommendations on plans and projects that impact the Corbin Heritage Gardens. Thirty (30) days prior to Park Board action, the Park Board agrees to submit to the Commission, plans and/or projects for any action which would affect the following:

- (A) Demolition of historic structures within the Corbin Heritage Gardens boundaries;
- (B) Relocation of historic structures in the Corbin Heritage Gardens boundaries;
- (C) Change in use of the property as a public park;
- (D) Any work that changes the character-defining features of the Corbin Heritage Gardens, as defined in Exhibit A.

7. MASTER PLAN FOR GARDENS. It is understood and agreed that the Park Board, with assistance from Preservation Office staff, will prepare a master plan to restore the Corbin Heritage Gardens, which will fully define and guide the treatment of the Gardens features, in accordance with the SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION. The Commission will receive updates and drafts of the master plan through staff reports, and Preservation Office staff will transmit their recommendations for incorporation into the plan. After the master plan for the Corbin Heritage Gardens is complete, Commission review will only be required for deviation from the master plan, and/or for the reasons listed above.

Further, it is understood that the Commission's recommendations are not required for any work that is considered normal operations and maintenance, including

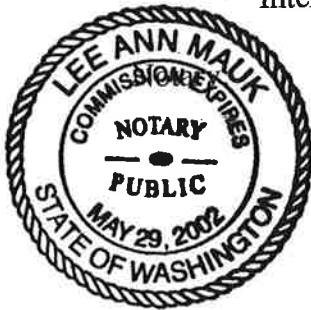
removal of dead or diseased trees. In addition, the Park Board shall not be required to consult with the Commission to protect and maintain historic structures and material and to perform in-kind repair of character-defining materials and features.

8. DEMOLITION. The Park Board agrees to apply for a "Certificate of Appropriateness" prior to demolition of any historic structures identified on Exhibit A. In the case of an application for a "Certificate of Appropriateness," the Park Board 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 or suggest mitigative measures.


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

SPOKANE PARK BOARD

By Michael D. Stone
Michael D. Stone, CLP
Interim Director of Parks and Recreation



CITY OF SPOKANE


CITY MANAGER

ATTEST: 
City Clerk

Approved as to form:

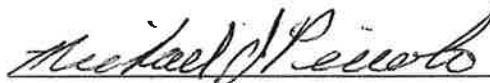

Assistant City Attorney

EXHIBIT A

The following specific landscape features shall also be included under the terms of this Management Agreement:

Corbin Heritage Gardens

1. Castle Overlook
2. Retaining Wall
3. Central Staircase