

A G R E E M E N T

This Agreement is entered into this 20 day of August, 1985, by and between the City of Spokane (hereinafter "City"), and Mr Clarence Freeman and Mr. Paul Allison (hereinafter "Owner(s)", the owner of property located at North 852 Summit Boulevard, in the City/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 and Ordinance 82 0038 are identical and 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 City action will bind his/her benefitted property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

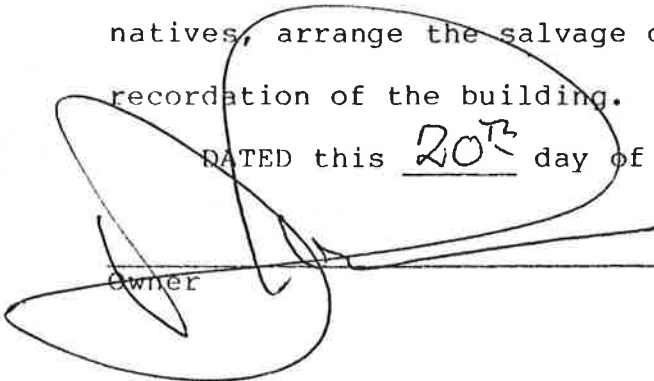
NOW, THEREFORE -- the City and the Owner(s), for mutual consideration, hereby agree to the following covenants and conditions:

1. Consideration. The City agrees to designate Owner's property an Historic Landmark or District, or Conservation Landmark or District on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. The Owner(s) agrees to abide by the below-detailed management standards for his/her property.

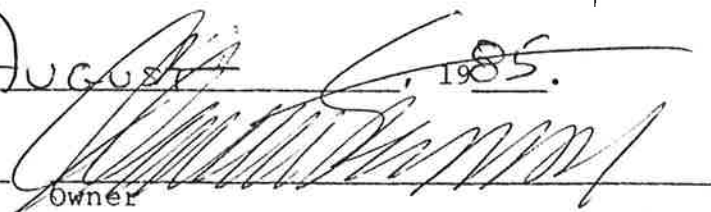
- (B) The exterior appearance of the landmark or property within a designated district;
- (C) Demolition of the landmark or property within a designated district; or
- (D) New construction attached to the landmark or within a designated district.

7. In the case of an application for a Certificate of Appropriateness for the demolition of a landmark or property within a district, 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, arrange the salvage of architectural artifacts and arrange recordation of the building.

DATED this 20th day of August, 1985.



 Owner



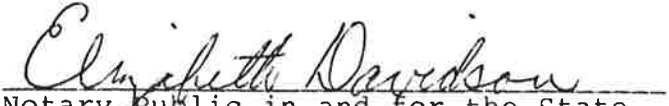
 Owner

STATE OF WASHINGTON)
) ss.
 County of Spokane)

On this day personally appeared before me PAUL J. ALLISON and CLARENCE T. FREEMAN, to me known to be the individual/s/ described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of August, 1985.





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