

A G R E E M E N T

OPR 85-382

This Agreement is entered into this <sup>9th E.O.</sup> 27th day of <sup>July E.O.</sup> June,  
1985, by and between the City of Spokane (hereinafter "City"), and  
Mr. & Mrs. James L. Red  
(hereinafter "Owner(s)", the owner of property located at West 2124  
Second Avenue, 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.

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 only by mutual agreement of the parties hereto or their successors or assigns.

4. Promise of Commission. The City hereby promises to designate the Owner's property as an Historic Landmark or District or Conservation Landmark of District on the Spokane Register of Historic Places. This promise is dependent upon Owner's promise to agree to and fulfill the Management Standards, to be monitored by the Commission, and is not enforceable in the absence thereof.

5. Promise of Owner. 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 land and all successors and assigns. The Management Standards are:

6. The Owner(s) must obtain from the Commission a Certificate of Appropriateness for any action which would affect any of the following:

- (A) Use of the landmark or property within a designated district;

- (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 27 day of June, 1985.

[Signature]  
Owner

[Signature]  
Owner

STATE OF WASHINGTON )  
                                  ) ss.  
County of Spokane )

On this day personally appeared before me Mr & Mrs JAMES RED, to me known to be the individual/s/ described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of JUNE, 1985.

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

CITY OF SPOKANE

Thomas L. Nichols  
City Manager

Attest: Elizabeth Davidson  
Deputy City Clerk

Approved as to form

Larry Winner  
Assistant Corporation Counsel