

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

After Recording Return to:  
Clerk of the Board  
County Commissioner Office  
W. 1116 Broadway  
Spokane, WA 99260-0100  
Attention: Jim Emacio

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

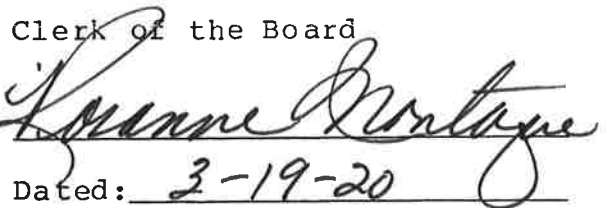
Ham-McEachern House: The Ham-McEachern property consists of four adjacent lots, each 60 feet by 120 feet, on the southwest corner of Pine and Fifth Streets in Latah, Washington.

Parcel Number: 51351.2502


is governed by a Management Agreement entered into on 10-4-83 between the Spokane County and the Owner, Almeda McEachern Oatman, 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 County Code Chapter 1.48. 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. The original Management Agreement is on file in the Office of the Clerk of the Board under File No. 83-0875.

I certify that the above is true and correct.

Clerk of the Board  
  
Dated: 3-19-20

I certify that the above is true and correct.

Historic Preservation Officer  
  
Dated: 3-4-92

83 0875

A G R E E M E N T

This Agreement is entered into this 4 day of October, 1983, by and between SPOKANE COUNTY (hereinafter "County"), and ALMEDA McEACHERN OATMAN, (hereinafter "Owner"), the owner of property located at Pine and Fifth Streets, Latah, Washington, in the 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 County has authority to contract with property owners to assure that any owner who directly benefits by County action will bind 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 County and the Owner, for mutual consideration, hereby agree to the following covenants and conditions:

1. Consideration. The County agrees to designate Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. The Owner agrees to abide by the below-detailed management standards for 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 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 here-  
to or their successors or assigns.

4. Promise of Commission. The County hereby promises to designate the Owner's property as an Historic Landmark on the Spokane Register of Historic Places. This promise is dependent on 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 agrees to and promises to fulfill the following Management Standards for her property which is the subject of the Agreement. Owner intends to bind her land and all successors and assigns. The Management Standards follow:

The Owner must obtain from the Commission a Certificate of Appropriateness for any action which would affect any of the following:

- (A) Use of the landmark;
- (B) The exterior appearance of the landmark;
- (C) Demolition of the landmark;
- (D) New construction attached to the landmark.

6. In the case of an application for a Certificate of Appropriateness for the demolition of the landmark the Owner 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 8<sup>th</sup> day of September, 1983.

Alma McEachern Oatman  
Owner

STATE OF WASHINGTON:  
  : ss.  
County of Spokane      :

On this day personally appeared before me ALMEDA McEACHERN OATMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8<sup>th</sup> day of September, 1983.



Marjorie I. Weaver  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_

BOARD OF COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON:

X [Signature]  
X [Signature]  
X [Signature]

Attest: [Signature]  
Clerk of the Board

Approved as to Form:  
[Signature]  
Deputy Prosecuting Attorney