

A G R E E M E N T

This Agreement is entered into this 3rd day of December, 1984, by and between the City of Spokane (hereinafter "City"), and J. Kurt Johnson, Sherri W. Johnson, and Barry E. Ryan, (hereinafter "Owners"), the owners of property located at E. 1017 Mission Avenue, in the City of Spokane.

WHEREAS, the City of Spokane adopted Ordinance C-26353 on November 23, 1981; 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 Commission has voted to recommend that the above-described property be placed on the Spokane Register of Historic Places subject to the hereinafter-described restrictions; and

WHEREAS, the Council has authority to contract with property owners to assure that any owner who directly benefits by Council action will bind his/her benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally and/or historically significant;

NOW, THEREFORE -- the Council and the Owners, for mutual consideration, hereby agrees to the following covenants and conditions:

1. Consideration. The Council agrees to designate Owners' property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. The Owners agree to abide by the below-detailed management standards for their 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. Owners intend their 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, except as provided below.

4. Promise of Commission. The Council hereby promises to designate the Owners' property as an Historic Landmark on the Spokane Register of Historic Places. This promise is dependent upon Owners' 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 Owners. Owners agree to and promise to fulfill the requirements of Section 6 of this Agreement, which shall constitute the management standards for the property which is the subject of this Agreement. Owners intend to bind their land and all successors and assigns.

6. Certificate of Appropriateness. The Owners 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.

7. In the case of an application for a Certificate of Appropriateness for the demolition of a landmark or property within a district, the Owners agree 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 16th day of November, 1984.

/s/ J. Kurt Johnson
Owner

/s/ Sherri W. Johnson
Owner

Bary C. Ryan
Option Holder

CITY OF SPOKANE

Tony L. Wash
City Manager

Signed by City of Spokane
on December 3, 1984

Attest: Elizabeth Davidson
City Clerk (Deputy)

Approved as to form:

Pat Dalton
Assistant City Attorney

