

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

After Recording Return to:
Office of the City Clerk
808 W. Spokane Falls Blvd.
5th Floor Municipal Bldg.
Spokane, WA 99201-3333

9204140445

VOL. 1282 PAGE 1199

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Lang Building: The South 52 feet of Lot 1 in Block 16 of Resurvey in addition to the town of Spokane Falls, Spokane County, Washington. N. 115 Washington.

Parcel Number: 35184.2302

is governed by a Management Agreement between the City of Spokane and the Owner, Jockey Club Investments/Jim Frank, of the subject property. Said Management Agreement was approved by the Spokane City Council on 12/3/84.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. 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.

I certify that the Original Management Agreement is on file in the Office of the City Clerk under File No. OPR 84-510.

Spokane City Clerk

Marilyn J. Montgomery

Dated: 4-13-92

I certify that the above is true and correct.

Historic Preservation Officer

Katherine W. Darnell

Dated: 3-12-92

Approved:

Sally S. Reynolds
Chair, Spokane City/County Historic
Landmarks Commission

Approved as to form:

Gregory A. Smith
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me James M. Frank, 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.

Given under my hand and official seal this 27th day of November, 1984.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Terry L. Novak & Elizabeth Davidson City Manager & Deputy City Clerk, 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 4th day of December, 1984.

Charlotte A. Adams
Notary Public in and for the State
of Washington, residing at Spokane

A G R E E M E N T

OPR 84-510

This Agreement is entered into this 4th day of December, 1984, by and between the City of Spokane (hereinafter "City"), and James M. Frank, Jockey Club Investments, (hereinafter "Owner"), the owner of property located at N. 115 Washington Street, in the City of Spokane.

WHEREAS, the City of Spokane adopted Ordinance C-26353 on November 23, 1981; and

WHEREAS, Ordinance C-26353 provides that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally-significant properties in the City of Spokane; 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 Owner, for mutual consideration, hereby agrees to the following covenants and conditions:

1. Consideration. The Council 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 the 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, except as provided below.

4. Promise of Commission. The Council hereby promises to designate the Owner's property as an Historic Landmark 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 agrees to and promises 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. Owner intends to bind his/her land and all successors and assigns.

6. Certificate of Appropriateness. 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 historic property;
- (B) The exterior appearance of the historic property;
- (C) Demolition of the historic property; or
- (D) Development or new construction attached to the historic property.

7. Time Limits and Revocation. The requirements set forth in Section 6 of this Agreement shall be mandatory upon the Owner for a period of five (5) years from and after execution of this Agreement. After the five-year time period, the Owner must apply for a Certificate of Appropriateness if the Owner causes the occurrence of any of the effects outlined in Section 6 of this Agreement. However, if the Commission declines to give a Certificate of Appropriateness for a particular action after the five-year time period, then the Owner shall meet with the Commission to attempt to arrive at mutually agreeable alternatives to the contemplated action. If no alternative is found within forty-five (45) days of negotiation, the Commission may take an additional forty-five (45) days to develop alternatives or arrange recordation of the building. Thereafter, Owner may take the contemplated action without a Certificate of Appropriateness and the Commission may thereupon recommend that the property be removed from the Spokane Register of Historic Places.

DATED this 27th day of November, 1984.

Lockey Club Investments
Owner

by: James M. Kane
Owner

Owner

CITY OF SPOKANE

Terry L. Neal
City Manager

Signed by City of Spokane
on December 4, 1984

Attest: Elizabeth Davidson
City Clerk (Deputy)