

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

9204140458

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

McCroskey, Floyd House: Cliff Park Resurvey, portion of Lots 1,2 and 3 of Block 18; the Southerly $\frac{1}{2}$ of Lots 1 and 2; the Southerly $\frac{1}{2}$ of the Westerly $\frac{1}{2}$ of Lot 3. W. 414 Sumner.

Parcel Number: 35194.0902

is governed by a Management Agreement between the City of Spokane and the Owner, George W. Caton, of the subject property. Said Management Agreement was approved by the Spokane City Council on 12/26/89.

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 89-1014.

Spokane City Clerk

Marilyn J. Montgomery

Dated: 4-13-92

I certify that the above is true and correct.

Historic Preservation Officer

Katharine W. Duneth

Dated: 3-12-92

b:ss416
12/15/89

MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into this 28th day of December, 1989 by and between the CITY OF SPOKANE (hereinafter "City"), and GEORGE W. CATON (hereinafter "Owner"), the Owner of property located at West 414 Sumner, commonly known as the McCrosky House, in the City 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 benefited 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, for mutual consideration, hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property a 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 his 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 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 a 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 and other matters contained in paragraph 5, to be monitored by the Commission, and is not enforceable in the absence thereof. Should Owner fail to perform any of the promises herein the City may elect to remove the designation of Historic Landmark on the Spokane Register of Historic Places.

5. PROMISE OF OWNER. Owner agrees to and promises to fulfill the following Management Standards for his property which is the subject of this Agreement. Owner intends to bind his land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (Revised 1983). In addition, the Owner must replace the existing cedar shingle roof, when its life expectancy is reached, with a mission tile roof in a manner that accurately reflects the historic original. Owner also agrees to make other changes as set forth in Exhibit "A", attached hereto and incorporated herein.

6. 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; or
- 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 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 appropriate structural recordation.

This Agreement is made as of the date and year first written above.

George W. Caton
OWNER

CITY OF SPOKANE

Tom L. Ward
City Manager

Attest: Nancy J. Montgomery
City Clerk

Approved as to form:

Pat Dalt
Assistant City Attorney

STATE OF ~~WASHINGTON~~ CALIFORNIA
: ss.
County of ~~Spokane~~ : LOS ANGELES

On this day personally appeared before me George W. Caton, to me known to be the individual 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 18th day of December, 1989.

Linda E. Hutchison
Notary Public in and for the
State of ~~WASHINGTON~~ ~~residing~~
~~in Spokane~~. California, County
of Los Angeles
My Commission Expires 4/3/92



Exhibit A

The Owner agrees to the following restoration of historic features, arising from alterations that occurred in 1988 and 1989:

- 1) Removal of the brackets and gable overhang added to the south facade;
- 2) Removal of the brackets added to the gable overhang on the west facade, and restoration of cedar poles beneath that gable;
- 3) Design modification of the exterior lighting fixtures on the parapet walls in a manner that meets with the approval of the Landmarks Commission.

The Owner agrees to have this work completed by July 1, 1990.