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



RECEIVED OCT 11 2007 CITY CLERK'S OFFICE SPOKANE, WA

#### NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.5607, is governed by a Management Agreement between the City of Spokane and the Owners, Patrick Mayer (Condo G) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on that the original Management Agreement is on file in the Office of the City Clerk under File No. OPA 2007-0277.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated:

The Management Agreement is entered into this 2/day of Manch, 2007, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Patrick J. Mayer (hereinafter "Owner(s)"), the owner of the property located at 1403 W. Fifth Avenue/508 S. Cedar Street Unit G (parcel no. 25241.5607), commonly known as the Cedars Townhouse Condominiums in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The 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/her 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 (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

STATE OF WASHINGTON )
County of Spokane ) ss
On this 7/ day of Manch, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Pathick Mayon
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that the within the same as the chief her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of, 2007.
Notary Public State of Washington AIMEE ELIZABETH FLINN My Appointment Expires Jul 15, 2010  Notary Public in and for the State of Washington, residing at Spokane My commission expires  My commission expires
STATE OF WASHINGTON )
County of Spokane ) ss.
On this 15th day of August 2007 before me the

On this 15th day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of day of 2007.

Notary Publis
State of Washington
SHIRLEY M PIPPENGER
MY COMMISSION EXPIRES
April 15, 2009

Notary Public in and for the State of Washington, residing at Spokane My commission expires 0415 09

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





## NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.5605, is governed by a Management Agreement between the City of Spokane and the Owners, Saundra Rudmann (Condo E) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on <u>040907</u>. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. <u>00R2007-0377</u>.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: S15167

Dated: Dated: SPON

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The 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/her 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 (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Soundra C Rudmann

Owner

CITY OF SPOKANE

ADMINISTRATIVE SERVICES

DIRECTOR

ATTEST:

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON ) ss County of Spokane On this 21 day of MARCH, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared <u>SAVNDIZA RVDMANN</u> to me known to be the individual(s) described in and who executed the acknowledged foregoing instrument, and within the (he/she/they) signed the same as hen (his/her) their) free and voluntary act and deed, for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21 day of MARCH, 2007. Notary Public in and for the State Notary Public State of Washington of Washington, residing at Spokane AIMEE ELIZABETH FLINN My commission expires 5 VV 15 STATE OF WASHINGTON SS. County of Spokane

On this 15th day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of hugust, 2007.

Notary Public State of Washington SHIRLEY M PIPPENGER MY COMMISSION EXPIRES April 15, 2009 Notary Public in and for the State of Washington, residing at Spokane My commission expires 04/15/09

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



5579598 08/24/2007 10:34A Snokane Co. NA

# RECEIVED

OCT 11 2007

CITY CLERK'S OFFICE SPOKANE, WA

# NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25201.5602, is governed by a Management Agreement between the City of Spokane and the Owners, Richard and Betty Hamilton (Condo B) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on that the original Management Agreement is on file in the Office of the City Clerk under File No. OPR A007-0277.

I certify that the above is true and correct.

Historic Preservation Officer Spokane City Clerk Dated:

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The 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/her 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 (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

CITY OF SPOKANE

ADMINISTRATIVE SERVICES

DIRECTOR/

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON ) ) ss
County of Spokane )
On this day of, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
STATE OF WASHINGTON ) ) ss.
County of Spokane )
On this 15th day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that

executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of Hugust

> Notary Public State of Washingum SHIRLEY M PIPPENGER MY COMMISSION EXPIRES April 15, 2009

Notary Public and for the State of Washington, residing at Spokane My commission expires 04 15

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



RECEIVED OCT 11 2007 CITY CLERK'S OFFICE SPOKANE, WA

# NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.56015, is governed by a Management Agreement between the City of Spokane and the Owners, Patrick Mayer (Condo S) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on that the original Management Agreement is on file in the Office of the City Clerk under File No. OPK 2007-0277.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated:

The Management Agreement is entered into this 2/ day of MANCH 2007, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Patrick J. Mayer (hereinafter "Owner(s)"), the owner of the property located at 1403 W. Fifth Avenue/508 S. Cedar Street Unit S (parcel no. 25241.5615), commonly known as the Cedars Townhouse Condominiums in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. <u>PROMISE OF OWNERS</u>. The 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/her 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 (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner

CITY OF SPOKANE

ADMINISTRATIVE SERVICES

DIRECTOR

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON ) ss County of Spokane On this 21 day of Manch, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_ PATNICK MAYEN to me known to be the individual(s) described in and who executed the within foregoing and instrument, and acknowledged the she/they) signed the same as His ther/their) free and voluntary act and deed, for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and Notary Public Notary Public in and for the State State of Washington of Washington, residing at Spokane AMEE ELIZABETH FLINN apointment Expires Jul 15, 2010 My commission expires JVL 15,72010 STATE OF WASHINGTON Ss. County of Spokane

On this day of day, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2007.

Notary Public State of Washington SHIRLEY M PIPPENGER MY COMMISSION EXPIRES April 15, 2009

Notary Public in and for the State of Washington, residing at Spokane My commission expires 04/15/109

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



1 of 1 Snokane Co. NA

RECEIVED OCT 11 2007 CITY CLERK'S OFFICE SPOKANE, WA

#### NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.56014, is governed by a Management Agreement between the City of Spokane and the Owners, Patrick Mayer (Condo P) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on that the original Management Agreement is on file in the Office of the City Clerk under File No. OPK 2007-0277.

I certify that the above is true and correct.

Spokane City Clerk

Dated:

Historic Preservation Officer

Dated:

The Management Agreement is entered into this 2/ day of Management 2007, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Patrick J. Mayer (hereinafter "Owner(s)"), the owner of the property located at 1403 W. Fifth Avenue/508 S. Cedar Street Unit P (parcel no. 25241.5614), commonly known as the Cedars Townhouse Condominiums in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

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  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
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This Agreement is entered into the year and date first above written.

Owner

CITY OF SPOKANE

ADMINISTRATIVE SERVICES DIRECTOR

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON )
County of Spokane ) ss
On this 2/ day of MANCH, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared PANICK MAYON
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that the she/they) signed the same as **IIL** (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21 day of Manager, 2007.
Notary Public State of Washington AIMEE ELIZABETH FLINN My Appointment Expires Jul 15, 2010  Notary Public in and for the State of Washington, residing at Spokane My commission expires  Notary Public in and for the State of Washington, residing at Spokane My commission expires
STATE OF WASHINGTON
County of Spokane )
On this 15th day of August 2007 before me the

On this day of wind, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of day of 2007.

Notary Public
State of Washington
SHIRLEY M PIPPENGER
MY COMMISSION EXPIRES
April 15, 2009

Notary Public in and for the State of Washington, residing at Spokane My commission expires 04 15 09

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



RECEIVED

OCT 11 2007

CITY CLERK'S OFFICE SPOKANE, WA

# NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.56013, is governed by a Management Agreement between the City of Spokane and the Owners, Patrick Mayer (Condo O) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_\_\_ I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. DPR 2007-03-77.

I certify that the above is true and correct.

Spokane City Clerk

Dated:

Historic Preservation Officer

8/15/00 D

Dated:

The Management Agreement is entered into this 2/ day of Management, 2007, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Patrick J. Mayer (hereinafter "Owner(s)"), the owner of the property located at 1403 W. Fifth Avenue/508 S. Cedar Street Unit O (parcel no. 25241.5613), commonly known as the Cedars Townhouse Condominiums in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The 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/her 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 (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into written.	the year and date first above
	Owner
	CITY OF SPOKANE
	ADMINISTRATIVE SERVICES DIRECTOR
ATTEST:	S OF SPORALES
City Clerk	
Approved as to form:	Carl Cal
Michael Viciole	ASHINGTO
Assistant City Attorney	

STATE OF WASHINGTON ) ss County of Spokane On this 2/ day of Manch, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Pamick Mayen to me known to be the individual(s) described in and who executed the within and foregoing instrument, acknowledged and ME (he) she/they) signed the same as MIS (bis/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and Notary Public Notary Public in and for the State State of Washington of Washington, residing at Spokane AIMEE ELIZABETH FLINN opointment Expires Jul 15, 2010 My commission expires )v15 STATE OF WASHINGTON SS. County of Spokane

On this 15th day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of day of 2007.

Notary Public
State of Washington
SHIRLEY M PIPPENGER
MY COMMISSION EXPIRES
April 15, 2009

Notary Public in and for the State of Washington, residing at Spokane My commission expires 04/15/09

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



AGR \$40,00

5579597 Page: 1 of 1 08/24/2007 10:34A Shokana Co. UR

RECEIVED

OCT 11 2007

CITY CLERK'S OFFICE SPOKANE, WA

## NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.5603, is governed by a Management Agreement between the City of Spokane and the Owners, Patrick Mayer (Condo C) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

I certify that the above is true and correct.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The 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/her 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 (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner

CITY OF SPOKANE

ADMINISTRATIVE SERVICES

DIRECTOR

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON ) ) ss
County of Spokane )
On this 7/ day of MANCH, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared PATILICK MAYEN,
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that the (he/she/they) signed the same as the his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2/2 day of Manch 2007.
Notary Public State of Washington AIMEE ELIZABETH FLINN My Appointment Expires Jul 15, 2010  Notary Public in and for the State of Washington, residing at Spokane My commission expires  Notary Public in and for the State of Washington, residing at Spokane
STATE OF WASHINGTON ) ) ss. County of Spokane )
On this 15th day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this the day of hugust, 2007.

Notary Public State of Washington SHIRLEY M PIPPENGER MY COMMISSION EXPIRES April 15, 2009 Notary Public in and for the State of Washington, residing at Spokane My commission expires 04 5 09

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



Page: 1 of 1 08/24/2007 10:34A Spokane Co. NA

RECEIVED

OCT 11 2007

CITY CLERK'S OFFICE

SPOKANE, WA

#### NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.5601, is governed by a Management Agreement between the City of Spokane and the Owners, Dean & Kelly Feldmeir, (Condo A) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on <u>04/09/07</u>. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. **OPR 2007-0377**.

I certify that the above is true and correct.

The Management Agreement is entered into this 21 day of MATZCH, 2007, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Dean F. & Kelly R. Feldmeier (hereinafter "Owner(s)"), the owner of the property located at 1403 W. Fifth Avenue/508 S. Cedar Street Unit A (parcel no. 25241.5601), commonly known as the Cedars Townhouse Condominiums in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The agrees Owner(s) 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/her 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 (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner

CITY OF SPOKANE

ADMINISTRATIVE SERVICES

DIRECTOR

ATTEST:

City Clerk

Approved as to form:

STATE OF WASHINGTON	) ) ss
County of Spokane	)
to me known to be the individual within and foregoing	of MARCH, 2007, before me, the plic in and for the State of Washington, widual(s) described in and who executed the instrument, and acknowledged that the same as Marchis/her/their) free and the uses and purposes therein mentioned.
IN WITNESS WHofficial seal this day	HEREOF, I have hereunto set my hand and y of Manch, 2007.
Notary Public State of Washington AIMEE ELIZABETH FLINN My Appointment Expires Jul 15, 2010	Notary Public in and for the State of Washington, residing at Spokane My commission expires
STATE OF WASHINGTON	
County of Spokane	) ss. )
· ·	^

On this 15th day of Hugus, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of August, 2007.

Notan Public
State of Washington
SHIRLEY IN PIPPENGER
MY COMMISSION EXPIRES
April 15, 2009

Notary Public in and for the State of Washington, residing at Spokane My commission expires 045 09

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



AGR \$40.00

**5579602** Page: 1 of 1 08/24/2007 10:34A Shokane Co. UA

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OCT 11 2007

CITY CLERK'S OFFICE SPOKANE, WA

## NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.5608, is governed by a Management Agreement between the City of Spokane and the Owners, David & Katharine Luers (Condo H) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on 04/09/07. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. 007-0277.

I certify that the above is true and correct.

Levi BABite

Historic Preservation Officer

Dated:

Dated:

Spokane City Clerk

F SPO

The Management Agreement is entered into this 2/ day of Mancy, 2007, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and David L. & Katharine M. Luers (hereinafter "Owner(s)"), the owner of the property located at 1403 W. Fifth Avenue/508 S. Cedar Street Unit H (parcel no. 25241.5608), commonly known as the Cedars Townhouse Condominiums in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The Owner(s) agrees to promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management "THE SECRETARY OF THE INTERIOR'S STANDARDS Standards are: FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner

CITY OF SPOKANE

ADMINISTRATIVE SERVICES

DIRECTOR/

ATTEST:

City Clerk

Approved as to form:

STATE OF WASHINGTON	)
County of Spokane	) ss )
undersigned, a Notary Pub personally appeared Day to me known to be the indiv within and foregoing THEY(he/she/they) signed to	y of Manch, 2007, before me, the lic in and for the State of Washington, ID LVERS, idual(s) described in and who executed the instrument, and acknowledged that the same as Merchis/her/their free and the uses and purposes therein mentioned.
IN WITNESS WH official seal this day	EREOF, I have hereunto set my hand and of Mancy, 2007.
Notary Public State of Washington AIMEE ELIZABETH FLINN My Appointment Expires Jul 15, 2010	Notary Public in and for the State of Washington, residing at Spokane My commission expires VV 15, 2010
STATE OF WASHINGTON	)
County of Spokane	) ss. )
12	Λ

On this 15th day of Lugust, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2007.

Notary Public State of Washington SHIRLEY M PIPPENGER MY COMMISSION EXPIRES April 15, 2009 Notary Public in and for the State of Washington, residing at Spokane My commission expires 0415 09

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



RECEIVED OCT 11 2007 CITY CLERK'S OFFICE SPOKANE, WA

# NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.5606, is governed by a Management Agreement between the City of Spokane and the Owners, Patrick Mayer (Condo F) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on that the original Management Agreement is on file in the Office of the City Clerk under Flle No. OPR2007 - 0277.

I certify that the above is true and correct.

Spokane City Clerk

Dated:

Historic Preservation Officer

Dated:

The Management Agreement is entered into this 2/ day of MNCH, 2007, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Patrick J. Mayer (hereinafter "Owner(s)"), the owner of the property located at 1403 W. Fifth Avenue/508 S. Cedar Street Unit F (parcel no. 25241.5606), commonly known as the Cedars Townhouse Condominiums in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The 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/her 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 (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner

Owner

CITY OF SPOKANE

ADMINISTRATIVE SERVICES

DIRECTOR

ATTEST:

City Clerk

Approved as to form:

STATE OF WASHINGTON SS County of Spokane On this 21 day of MANCH, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared PATILICK MAYEN to me known to be the individual(s) described in and who executed the foregoing within \_and instrument, and ME (he) she/they) signed the same as MIS ((his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned. official seal this 21 day of Manch, 2007.

**Notary Public** State of Washington AIMEE ELIZABETH FLINN My Appointment Expires Jul 15, 2010

acknowledged

IN WITNESS WHEREOF, I have hereunto set my hand and

ectary Public Washington AIME . CABETH FLINN My Appointment Expires Jul 15, 2010

Notary Public in and for the State of Washington, residing at Spokane My commission expires\_ V4 15,2010

STATE OF WASHINGTON

SS.

County of Spokane

On this 15th day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of Lugust, 2007.

> Notary Public State of Washington SHIRLEY M PIPPENGER COMMISSION EXPIRES April 15, 2009

Notary Public and for the State of Washington, residing at Spokane My commission expires 04/15/09

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



55/9596 Page: 1 of 1 08/24/2007 10:34A Spokane Co. NA

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OCT 11 2007

CITY CLERK'S OFFICE SPOKANE, WA

#### NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Cannons Addition, Lots 1-2-3, Block 19

Parcel Number 25241.5604, is governed by a Management Agreement between the City of Spokane and the Owners, Andrea Tonani (Condo D) 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 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" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated:

Dated:

1: (1)

City Clerk	No.
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The Management Agreement is entered into this 21 day of MARCH, 2007, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Andrea Tonani (hereinafter "Owner(s)"), the owner of the property located at 1403 W. Fifth Avenue/508 S. Cedar Street Unit D (parcel no. 25241.5604), commonly known as the Cedars Townhouse Condominiums in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 6.05 SMC and Ch. 1.48 SCC provide 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 Spokane County; and

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

- 1. <u>CONSIDERATION</u>. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.
- 2. <u>COVENANT</u>. This Agreement shall be filed as a public record. The parties 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.

- 3. <u>ALTERATION OR EXTINGUISHMENT</u>. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.
- 4. PROMISE OF OWNERS. The 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/her 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 (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.
- 5. <u>HISTORIC LANDMARKS COMMISSION</u>. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:
  - (A) demolition;
  - (B) relocation;
  - (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
  - (E) any work affecting items described in Exhibit A.
- 6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, 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, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner

CITY OF SPOKANE

ADMINISTRATIVE SERVICES DIRECTOR

ATTEST:

City Clerk

Approved as to form:

STATE OF WASHINGTON )
County of Spokane ) ss
On this day of, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that (he/she they) signed the same as (his/her) their) free and voluntary act and deed, for the uses and purposes therein mentioned.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of, 2007.
Notary Public State of Washington AlMEE ELIZABETH FLINN My Appointment Expires Jul 15, 2010  Notary Public in and for the State of Washington, residing at Spokane My commission expires VL 15, 2010
STATE OF WASHINGTON )
) ss. County of Spokane )
On this 15th day of August 2007 1 5

On this day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DOROTHY WEBSTER and TERRI PFISTER, to me known to be the Administrative Services Director and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of Hugust, 2007.

Notary Public State of Washington SHIRLEY M PIPPENGER MY COMMISSION EXPIRES April 15, 2009 Notary Public in and for the State of Washington, residing at Spokane My commission expires 0415 D9