

10/13/2008 09:59:29 AM  
 Recording Fee \$42.00 Page 1 of 1  
 Agreement OFFICE, OF CITY CLERK  
 Spokane County Washington



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 21 2008  
 CITY CLERK'S OFFICE  
 SPOKANE, WA

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

RES&ADD SPOKANE FALLS L7 & 9 B23

Parcel Number, 35174.0224 is governed by a Management Agreement between the City of Spokane and the Owners, Diamond Parking (Germond Block) 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 May 5, 2008. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. OPR 2008-0439.

I certify that the above is true and correct.

Spokane City Clerk

*Yvonne A. Flores*

Dated:

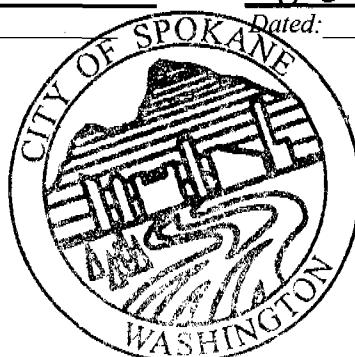
10/9/08

Historic Preservation Officer

*Gregory Brun /s/*

Dated:

8-14-08



### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this 7th day of October, 2008, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Diamond Parking** (hereinafter "Owner(s)"), the owner of the property located at **816-830 West Sprague Avenue**, commonly known as the **GERMUND BLOCK**, 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. 17D.040 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;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. **CONSIDERATION.** 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. **COVENANT.** 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. ALTERATION OR EXTINGUISHMENT. 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. HISTORIC LANDMARKS COMMISSION. 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

By: Thomas E. Danek, Jr. 10/7/08  
Title: City Administrator  
City of Spokane

ATTEST:

Levitt Foster

City Clerk

Approved as to form:

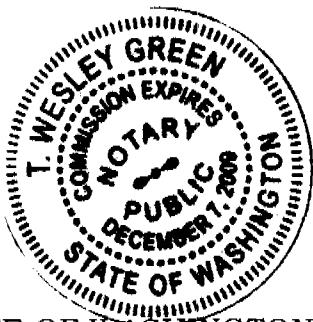
Michael J. Pucillo  
Assistant City Attorney



STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

On this 1<sup>st</sup> day of April, 2008, before me, the undersigned,  
a Notary Public in and for the State of Washington, personally appeared  
Joe Diamond,  
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 1<sup>st</sup> day of April, 2008.



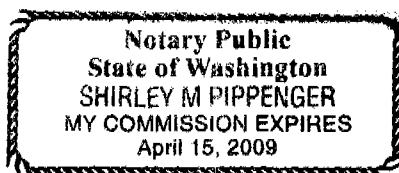
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane

Wesley Green  
My commission expires 12-7-09

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 7<sup>th</sup> day of October, 2008, before me, the undersigned, a  
Notary Public in and for the State of Washington, personally appeared  
Thomas E. Danek, Jr. and TERRI PFISTER, to me known to be the  
City Administrator 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  
7<sup>th</sup> day of October, 2008.



Shirley M. Pippenger  
Notary Public in and for the State  
of Washington, residing at Spokane

Shirley M. Pippenger  
My commission expires 04/15/09