

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
5th 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:

RIVERSIDE W 2nd Lot 18-19 B 8

Parcel Number: 25134.4113

is governed by a Management Agreement between the City of Spokane and the Owner, Clifford McGuire, Personal Representative, of the subject property.
of the Mary Pietsch Estate

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 above is true and correct.

Historic Preservation Officer

Musa Bonin

Dated: 10/21/96

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. _____.

Spokane City Clerk

Dated: _____

MANAGEMENT AGREEMENT

The Agreement is entered into this 17 day of 10, 1996, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Mickey McGuire (hereinafter "Owner(s)", the owner of the property located at 1647 West Main Avenue, commonly known as the Pietsch 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, as amended, and Ordinance 82-0038 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 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 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.

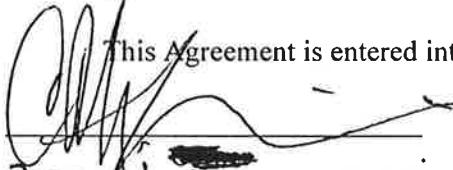
3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties hereto or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. 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 (Revised 1983)." 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.

Personal Representative of MARY PEITSCH ^{Owner} ESTATE

STATE OF WASHINGTON:

County of King ^{Spokane} :

On this day personally appeared before me Clifford McGuire 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 17 day of Oct, 1996.


Lucia DeLoe
My Comm exp 12/96

CITY OF SPOKANE



CITY MANAGER

DATE: November 12, 1996

ATTEST: 

City Clerk

Approved as to form:



Assistant City Attorney

EXHIBIT "A"

No items listed.

City Clerk No. _____

MANAGEMENT AGREEMENT

The Agreement is entered into this 29th day of July, 1997, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Darcy Gravelle (hereinafter "Owner"), the owner of the property located at 1647 West Main, commonly known as the Pietsch 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, as amended, and Ordinance 82-0038 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 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 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 by mutual agreement of the parties hereto 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.** 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 (Revised 1983)." 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

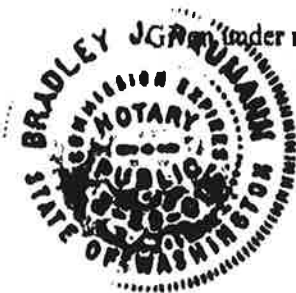
Darcy Gravelle
Owner

STATE OF WASHINGTON:

County of ~~SPOKANE~~ KING :

On this day personally appeared before me DARCY GRAVELLE to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that She signed the same as A free and voluntary act and deed, for the uses and purposes therein mentioned.

Under my hand and official seal this 29th day of JULY, 1997.



Bradley J. Backman
NOTARY PUBLIC MY COMMISSION EXPIRES

03-29-01

CITY OF SPOKANE

CITY MANAGER

ATTEST: _____

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT "A"

AMENDMENT TO ORIGINAL MANAGEMENT DATED OCTOBER 17, 1997.

In this Amendment, dated the 29th day of July, 1997, the Management Agreement for the property located at 1647 West Main is amended to include (as an item for which the Owner must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect the item) the following item:

the interior stairs which lead up a narrow, enclosed staircase that turns to meet the upper-level hall.

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

Darcy Gravelle
Darcy Gravelle, Owner

STATE OF WASHINGTON:

County of ~~Spokane~~ KING :

On this day personally appeared before me DARCY GRAVELLE to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that She signed the same as A free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of JULY, 1997



Bradley S. Raumann BRADLEY S. RAUMANN
NOTARY PUBLIC MY COMMISSION EXPIRES

03-29-01

CITY OF SPOKANE

CITY MANAGER

ATTEST: _____
City Clerk

Approved as to form:

Assistant City Attorney