



After Recording Return to:
Clerk of the Board
Spokane County Commissioner's Office
1116 W Broadway Ave, Room 100
Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

SOUTH RIDGE VIEW ALL L1 ; W20FT L2 B1

Parcel Number(s) 34051.0101, is governed by a Management Agreement between Spokane County and the Owner(s), Stephen & Tresa Schmautz, 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 Board of County Commissioners on 3-7-2023. I certify that the original Management Agreement is on file in the Office of the County Clerk under File No. **23-0158**

I certify that the above is true and correct.

Spokane County Clerk

Handwritten signature of Pinnavasquez in blue ink, written over a horizontal line.

Dated: 3-7-2023

Historic Preservation Officer

Handwritten signature of the Historic Preservation Officer in blue ink, written over a horizontal line.

Dated: 3/10/23

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **18th** day of **January 2023**, by and between the County of Spokane (hereinafter "County"), acting through its Historic Landmarks Commission ("Commission"), and **Stephen & Tresa Schmautz** (hereinafter "Owner(s)"), the owner of the property located at **1005 East 54th Avenue** commonly known as the **Meenach-McClure House** in Spokane County.

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 County has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to County 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 County and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The County 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 County 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 County ordinances governing historic landmarks.

PASSED AND ADOPTED this 7th day of March, 2023.



ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board **23 - 0158**

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Mary L. Kumev
MARY L. KUMEV, CHAIR


Josh Kerns
JOSH KERNS, VICE-CHAIR

Al French
AL FRENCH, COMMISSIONER

Amber Waldref
AMBER WALDREF, COMMISSIONER

Chris Jordan
CHRIS JORDAN, COMMISSIONER

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

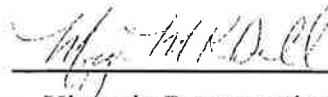


Owner



Owner

COUNTY OF SPOKANE

By: 

Title: Historic Preservation Officer

~~_____
COMMISSIONER~~ ~~_____
COMMISSIONER~~

~~_____
COMMISSIONER~~

ATTEST AND Approved as to form:

~~_____
Clerk of the Board~~

(see attached)

STATE OF WASHINGTON)
) ss
County of Spokane)

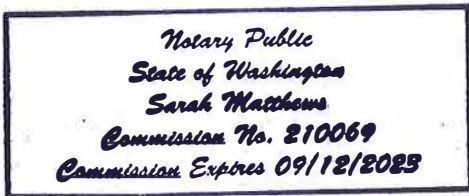
On this 19 day of January, 2023, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared

_____, 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
19 day of January, 2023.

Sarah Matthews
Notary Public in and for the State
of Washington

My commission expires 9/12/2023



Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.