

MANAGEMENT AGREEMENT

The Management Agreement is entered into this 18th day of October, 2012, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Marketplace Wineries, LLC** (hereinafter "Owner(s)"), the owner of the property located at **39 W Pacific Avenue**, commonly known as the **Foresters of America Hall** 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

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.

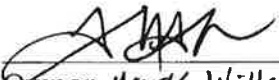
4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS 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 Mark Wilkerson - Member-Manager

Owner

CITY OF SPOKANE

By: 
Title: David A. Condon

Mayor
City of Spokane

ATTEST:


City Clerk

Approved as to form:


Assistant City Attorney

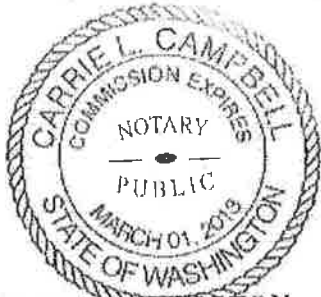


STATE OF WASHINGTON)
) ss
County of Spokane)

On this 1st day of October, 2012, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared
Mark Winkerson

_____ to me
known to be the individual(s) described in and who executed the within and
foregoing instrument, and acknowledged that he (he/she/they) signed the
same as his (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 1st day of October, 2012.



Carrie L. Campbell
Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 3-1-2013

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2011, before me, the
undersigned, a Notary Public in and for the State of Washington,
personally appeared THOMAS E. DANЕК, JR. and TERRI L. 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.

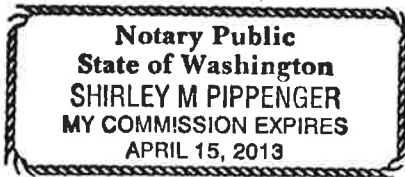
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
_____ day of _____, 2011.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 18th day of October, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared MAYOR DAVID A. CONDON and TERRI L. PFISTER, to me known to be 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 18th day of October, 2012.



Shirley M. Pippenger
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires 04/15/2013

Attachment A