

City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this 10TH day of SEPTEMBER, 2012, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Mary Jean Ferris Estate (hereinafter "Owner(s)"), the owner of the property located at 431 E 16th Avenue, commonly known as the Joel E Ferris, II House 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.

Samuel R. Ferri, PERSONAL REP.
Owner ESTATE OF MARY JEAN FERRIS

Owner _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of CONTRA COSTA

On 9/10/2012
Date

before me, JEFFREY MCPHEE A Notary Public
Here Insert Name and Title of the Officer

personally appeared Samuel R Ferris
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Management Agreement

Document Date: 9/10/2012

Number of Pages: 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer — Title(s):

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:

Corporate Officer — Title(s):

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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Attachment A

In addition to the overall exterior appearance of the Landmark, the terms of the Management Agreement specifically apply to the following features, as documented in the nomination and especially as shown in the photographs that appeared in the May 1961 Sunset magazine, including:

Interior Features:

- **Polished brick floors**
- **Floor to ceiling bronze screen by artist Harold Balaza**
- **East facing living room window wall**
- **Gumwood walls and open / built-in bookshelves**
- **White stucco fireplace and raised brick hearth**
- **Three large square skylights**
- **Glass partition separating the open space between the kitchen and living room**
- **Custom gumwood kitchen cabinetry**
- **Pass-through opening from the kitchen to family room**

Exterior Features:

- **Carport, to be preserved as a carport and not enclosed**
- **Entrance trellis**
- **Entrance court garden with lantern**
- **Bright colored fence panels**
- **Brick "island" platform approximately forty feet behind the house**
- **Fieldstone rock wall at the front of the home,**
- **The 1910 historic 16th Avenue estate wall, to be preserved in its original, unpainted form.**