



*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

### NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

NW 1/4 29-25-43 PTN LTS10-13 BLK1 MANITO PARK & PNT LTS 4-8 BLK1 OF REPLAT OF S1/2 OF BLK2 & LTS 1-9 BLK1 & LTS 1-4 & N1/2 BLK3 MANITO PARK DAF: BEG SW COR OF E1/2 LT13 BLK1 SD MANITO PARK TH N ALG W LN OF SD E1/2 LT13 TO PT ON N LN SD LT13 TH E ALG N LN LOTS 13, 12, & 11 BLK1 T A PT 5' W OF SE COR LT 3 BLK1 OF BAKER'S ADD TH N PAR WITH E LN SD LT3 34.13' TH E PAR WITH S LN LTS3&4 BLK1 BAKERS' ADD 35' TH N73DEG23MIN30SEC E 45.03' TH N0DEG12MINE 7.81 TH ELY ON A LN MAKING AN INTERNAL ANG OF 91DEG27MIN 54.11 TH S4DEG34MIN24SECW 48.81' TH S44DEG38MIN35SECE 87.41' TH S9DEG14MIN27SECW 105.61' TH N79DEG25MIN30SECW 84.53' TH S55DEG 16MIN 159.73' TH WLY ALG S LN LTS 12&13 BLK1 OF SAID MANITO PARK TO POB EXC FOR: BEG NW COR L11 TH S00DEG10MIN15SECE 147.12' TO TPOB TH S88DEG43MIN15SECW 53.73' TH S3DEG55MIN24SECW 48.94' TH S77DEG23MIN34SECW 51.43' TH N0DEG10MIN15SECW 61.10' TO TPOB

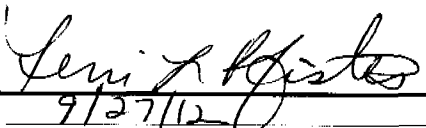
Parcel Number 35292.0122, is governed by a Management Agreement between the City of Spokane and the Owner(s), Estate of Mary Jean Ferris (Joel E. Ferris, II House ), of the subject property.

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.

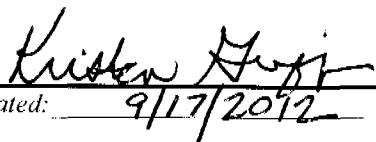
Said Management Agreement was approved by the Spokane City Council on 09-24-2012. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. OPR 2012-0722.

I certify that the above is true and correct.

Spokane City Clerk

  
Dated: 9/27/12

Historic Preservation Officer

  
Dated: 9/17/2012



**MANAGEMENT AGREEMENT**

The Management Agreement is entered into this 26<sup>TH</sup> 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 16<sup>th</sup> 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. Ferris, PERSONAL REP.  
Owner ESTATE OF MARY JEAN FERRIS

Owner \_\_\_\_\_

CITY OF SPOKANE

By: David A. Condon  
Title: David A. Condon

Mayor  
City of Spokane

ATTEST:

Sam J. Ferris  
City Clerk

Approved as to form:

B. Burns  
Assistant City Attorney

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

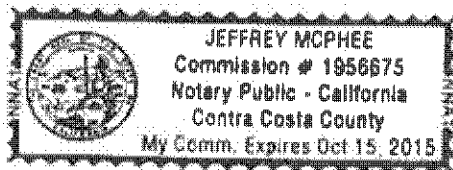
CIVIL CODE § 1189

State of California

County of Contra Costa

On 9/10/2012 before me, Jeffrey McPhee Notary Public

personally appeared Samuel R. Ferris



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: [Signature]

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: Marriage 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:

Signer's Name:

☐ Corporate Officer -- Title(s):

☐ Individual

☐ Partner -- ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

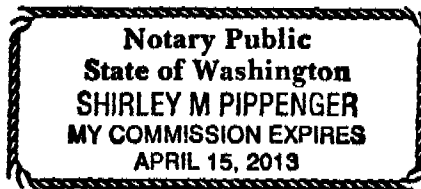
☐ Other:

Signer Is Representing:

STATE OF WASHINGTON       )  
  ) ss.  
County of Spokane        )

On this 26th day of September, 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 26th day of September, 2012.



Shirley M. Pippenger  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires 04.15.2013