

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
808 W. Spokane Falls Blvd.
5th Floor Municipal Bldg.
Spokane, WA 99201-3333

9204140447

VOL. 1282 PAGE 1203

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Masonic Temple: Glover's Addition; all of Lots 31 to 34 and vacant strip S. of and adjacent to Lot 34, Block 4; and also the W. 22.5 foot portion of Lot 35 including vacant strip S. of and adjacent to lot 35. W. 1108 Riverside.

Parcel Number: 35183.2229

is governed by a Management Agreement between the City of Spokane and the Owner, Masonic Temple Association, of the subject property. Said Management Agreement was approved by the Spokane City Council on 7/29/91.

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 Original
Management Agreement is on file in
the Office of the City Clerk under
File No. 6PR 91-724.

Spokane City Clerk

Marilyn J. Montgomery

Dated: 4-13-92

I certify that the above is true and correct.

Historic Preservation Officer

Katherine W. Darnell

Dated: 3-12-92

MANAGEMENT AGREEMENT

The Agreement is entered into this 30th day of July, 1991, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission") and (hereinafter "Owner(s)"), the owner of property located at W. 1108 Riverside commonly known as the Masonic Temple in the City/County 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 a 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 OWNERS. Owner(s) agrees 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 Managements 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 forth-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.

MASONIC TEMPLE ASSOCIATION

Owner

By:

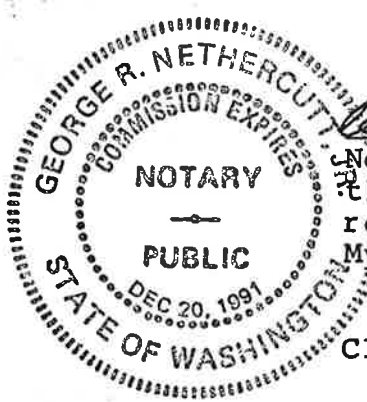
Oscar H. Williams
~~Owner~~ President.

STATE OF WASHINGTON:

County of Spokane :

On this day personally appeared before me Oscar H. Williams to me know 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 17th day of July, 1991.



George R. Nethercutt
Notary Public in and for
the State of Washington,
residing in Spokane.
My Commission Expires 12-20-91

CITY OF SPOKANE

Roger D. [Signature]
Acting CITY MANAGER

Attest:

Marilyn J. Montgomery
City Clerk

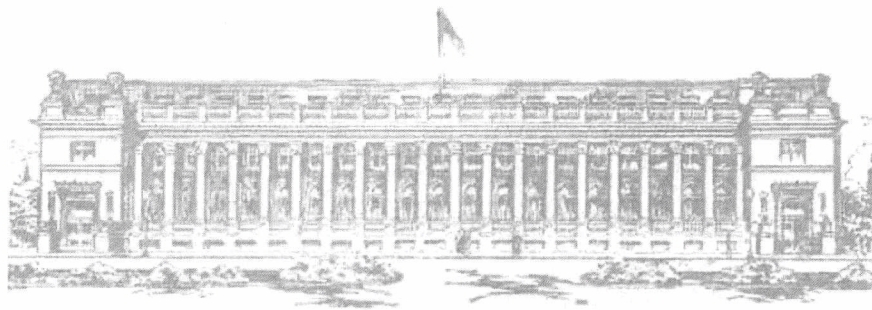
Approved as to form:

[Signature]
Assistant City Attorney

Exhibit A

The Management Agreement shall also include any work that affects the appearance of the following primary interior spaces and furnishings:

1. The original principal entry and key lobby areas;
2. The Blue Room;
3. The Commandery;
4. The Rose Room Parlor and annex;
5. The Drillroom;
6. The Ballroom;
7. The Auditorium;
8. The Small Banquet Room; and
9. The original furnishings which still remain within the Masonic Temple.



THE MASONIC TEMPLE ASSOCIATION OF SPOKANE WASHINGTON

January 24, 2013

Spokane City/County Preservation Office
808 W. Spokane Falls Blvd
Spokane, WA 99201
Attn: Ms. Kristen Griffin, Historic Preservation Officer

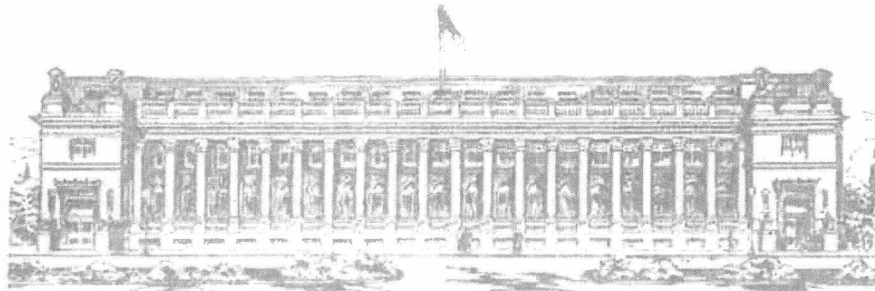
Re: OPR 91-774 City of Spokane/Landmarks Commission Management Agreement

Dear Ms. Griffin;

Unfortunately the Spokane Masonic Center, also known as the Spokane Masonic Temple is now for sale. The Masonic Temple Association had performed its due diligence to see what possibilities could be done to keep the building sustainable to the Association. During this process we reviewed several scenarios from call centers, data centers, office rentals and adding food and beverage to our offerings. We found that if we could afford to make the necessary investments, the return on investments would not be feasible. Once the building is sold, the Association will seek out a facility that can fit its needs of space and sustainability. The Association will most likely have two lodge rooms for its use.

As we have reviewed the agreement, we need to address the furnishing elements in the Exhibit A of the 1991 management agreement. Point 9 in Exhibit A reads "The original furnishings which still remain within the Masonic Temple." Many of the current members know Oscar Peterson when he served as the Temple Manager and do not believe that the original furnishing would have included lodge furnishings. The Association agrees that the furnishings need to remain but not the Lodge Furniture in the Blue or Rose room. Lodge furniture is a very important and necessary facet of Masonic Fraternal operations. The Association does not view fraternal furniture as a necessity for future owners. There is additional furniture from the Commandery room and Auditorium that can go in the Blue and Rose rooms.

Additionally there is a grandfather clock presented to the Association from Mrs. Glover since Mr. Glover is the first mason to be raise to the sublime degree of Master Mason in Spokane. There is a photograph of the 1903 ground breaking with President Theodore Roosevelt and again with President Theodore Roosevelt in masonic regalia in 1911. We have taken those photographs to have duplicates made. Those duplicates will remain in the building. Also there is an artist's rendition of the current facility made before the addition was initiated. This is also removed so a copy can be made and left with the building.



THE MASONIC TEMPLE ASSOCIATION OF SPOKANE WASHINGTON

Point three of three of the agreement reads that, "all attendant rights and obligations created by this agreement may be altered or extinguished by mutual agreement of the parties hereto of their successors or their assigns."

Our request is that the original agreement be mutually altered and or clarified that all furniture is to remain with the Temple with the exception of the attached inventory Exhibit A that is necessary for lodge operations in a new facility that the Masonic Temple Association will reside in. We realize that the Spokane Masonic Temple is an important asset to the community and also to its current Masonic community.

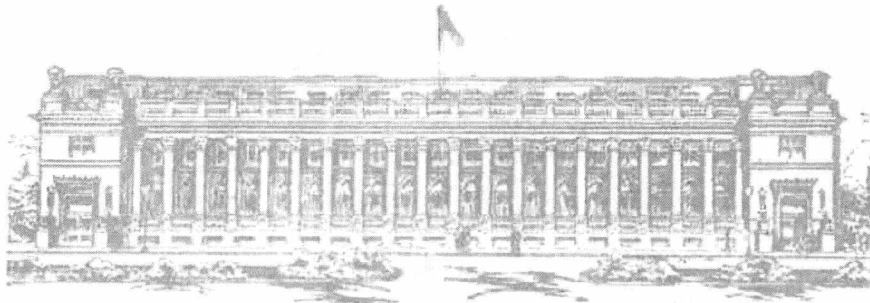
We request that we be advised of the next step(s) of the process to address our concerns.

Carlton Oakes, CEO

Masonic Temple Association of Spokane Washington

Attachment Exhibit B

Cc: file



THE MASONIC TEMPLE ASSOCIATION OF SPOKANE WASHINGTON

Exhibit B January 29, 2013

Blue Room Furniture:

- 13 Lesser Officer Chairs
- 3 Officer Chairs
- Secretaries Desk w/ Chair
- Treasurers Desk w/ Chair
- Masters Chair and Pedestal
- Jr. Warden Chair
- Sr. Warden Chair
- 12 Fraternal Benches
- 2 Lesser Light Sets
- 2 Globe Columns
- Sign in Podium
- Lighted "G"
- 3 Lg. Pedestals
- 17 Pedestals
- Wooden Ladder

Rose Room Furniture:

- Masters Chair and Pedestal
- Jr. Warden Chair
- Sr. Warden Chair
- Secretaries Desk w/ Chair
- Treasurer Desk w/ Chair
- 4 Lesser Officer Chairs
- Alter
- 3 Pedestals
- 2 Globe Columns
- Lighted "G"

Parlor

- Glover Grandfather Clock



After Recording Return to:
Office of the City Clerk
5th Floor Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3333



RECEIVED
04.11.2013
CITY CLERK'S OFFICE
SPOKANE, WA

9204140447
Vol. 1282PAGE1203

NOTICE OF AMENDMENT TO MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

Lots 31,32,33 and 34 AND West 22 ½ feet of lot 35, Block 4, GLOVER'S ADDITION, as per plat recorded in Volume "A" of Plats, page 194, records of Spokane County; AND that portion of vacated Riverside Avenue, South of adjoining said lots 34 and 35 as vacated by City of Spokane Vacating Ordinance No. A1350; Situate in the City of Spokane, County of Spokane, State of Washington.

Parcel Number **35183.2229**, is governed by a Management Agreement between the City of Spokane and the Owner(s), Masonic Temple Association of Spokane, Washington (Masonic Temple), of the subject property which has been amended by parties pursuant to the attached Amendment to Management Agreement.

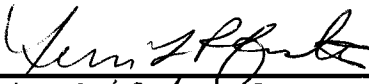
The Amendment to Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Amendment to Management Agreement, in conjunction with the original Management agreement entered into between the parties on July 30, 1991, 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.

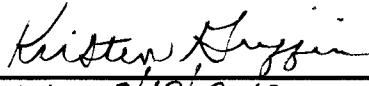
Said Amendment to Management Agreement was approved by the Spokane City Council on March 11, 2013. I certify that the Amendment to Management Agreement is on file in the Office of the City Clerk under File No. OPR1991-0774.

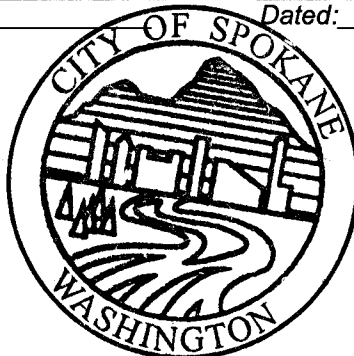
I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer


Dated: 3/27/2013


Dated: 3/13/2013



AMENDMENT TO MANAGEMENT AGREEMENT

This Amendment to Management Agreement is entered into this 13th day of March, 2013, by and between the City of Spokane (hereinafter "City"), acting through the Spokane City-County Historic Landmarks Commission (hereinafter "Commission"), and the Masonic Temple Association of Spokane (hereinafter "Owner(s)"), the owners of the property located at W. 1108 Riverside Avenue, Spokane, Washington, commonly known as the Masonic Temple in Spokane, Washington.

WHEREAS, the City and the Owner entered into a Management Agreement on July 30, 1991 establishing certain covenants and conditions for the Masonic Temple related to the designation of the property as a historic landmark on the Spokane Register of Historic Places; and

WHEREAS, the Management Agreement provides in part that the terms of the agreement shall include any work that affects the appearance of certain primary interior spaces and furnishings including the original furnishings, which still remain within the Masonic Temple; and

WHEREAS, the Owner has requested that the agreement be amended in order that a list of specific furnishings be omitted from the agreement because the furnishings are essential to the history and traditions of the Masonic organization and are needed by the organization at their future location; and

WHEREAS, subsequent to a hearing on February 20, 2013 regarding the request to amend the agreement, the Commission voted unanimously to modify the Management Agreement to remove certain furnishings; Now, Therefore;

The City of Spokane, through the Spokane City-County Historic Landmark Commission and the Masonic Temple Association of Spokane hereby agree to amend the Management Agreement by amending Exhibit A referenced in Section 5 of the agreement as follows:

Exhibit A

The Management Agreement shall also include any work that affects the appearance of the following primary interior spaces and furnishings:

1. The original principal entry and key lobby areas;
2. The Blue Room;
3. The Commandery;
4. The Rose Room Parlor and annex;
5. The Drillroom;
6. The Ballroom;
7. The Auditorium;
8. The Small Banquet Room; and
9. The original furnishings which still remain within the Masonic Temple except for the following items, which may be removed by the Owner:

Blue Room Furniture:

- 13 Lesser Officer Chairs
- 3 Officer Chairs
- Secretaries Desk with Chair
- Treasurers Desk with Chair
- Masters Chair and Pedestal
- Jr. Warden Chair
- Sr. Warden Chair
- 12 Fraternal Benches
- 2 Lesser Light Sets
- 2 Globe Columns
- Sign in Podium
- Lighted "G"
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Rose Room Furniture:

- Masters Chair and Pedestal
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- Secretaries Desk with Chair
- Treasurer Desk with Chair
- 4 lesser Officer Chairs
- Alter
- 3 Pedestals
- 2 Globe Columns
- Lighted "G"

Parlor

- Glover Grandfather Clock

Dated: 3/27/13

City of Spokane

By: David A. Condon
Title: David A. Condon
Mayor
City of Spokane

Attest: [Signature]
City Clerk



Masonic Temple Association of
Spokane

E-mail address if available: ceo@spomc.org

By: [Signature]
Title: CEO

Approved as to form:

[Signature]
Assistant City Attorney

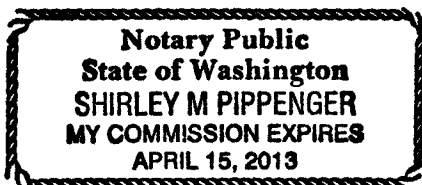
STATE OF WASHINGTON)

) ss.

County of Spokane)

On this 27th day of March, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared David A. Condon and TERRI L. PFISTER, to me known to be the Mayor 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 27th day of March, 2013.



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

My commission expires 04/15/2013

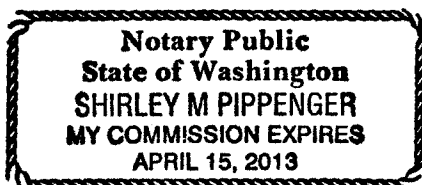
STATE OF WASHINGTON)

) ss.

County of Spokane)

On this 13th day of March, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Carlton Oakes, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her 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 13th day of March, 2013.



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

My commission expires 04/15/2013