Original
Purchase
Agreement
Covenants

The Property shall be known as the “Tacoma DeMolay Sandspit Park”.

The Tacoma DeMolay Chapter shall have the right to rent the Property in accordance with its then current use and subject to PenMet Parks reasonable rental policies and requirements. Such use will consist of eight (8) weekends per calendar year with not more than one weekend in any month and no consecutive\e weekends at no additional cost. A weekend is defined as Friday beginning at 5:00 pm through Sunday ending prior to 5:00 pm.

In the event the Tacoma DeMolay Chapter does not use the Property for a period of five (5) consecutive years or the Tacoma DeMolay Chapter advises that it does not intend to use the Property, this right of use shall terminate. This right is assignable by the Tacoma DeMolay Chapter but only to chartered Masonic organizations and subject to the prior written approval of PenMet Parks, which Approval shall not be unreasonably withheld.

The Tacoma DeMolay Chapter shall submit in writing its proposed list of weekend rental dates for each calendar year to PenMet Parks not later than December 1" of the prior year and the parties shall endeavor to mutually agree upon the rental weekends not later than December 31st of each year prior.

The area available for rent by the Tacoma DeMolay Chapter shall be the “Blockhouse", the lawn area around the blockhouse, and the upper playfield as depicted on the attached Exhibit F. The parties understand and agree that the upper playfield may become permanent parking for the park as part of a future adopted and permitted park development plan. Accordingly, at the time of development and thereafter the upper playfield will not be available for rental use. At such time as the upper playfield becomes unavailable for rental use, the parties agree to define another similar area for rental use on the property or another suitable PenMet Parks property at no additional cost. Any other areas of the park are to be open to the public during normal operating hours.

PenMet Parks agrees to maintain the property at its current service level or better. To the extent that funding becomes reasonably available, PenMet Parks agrees to improve or replace the “Blockhouse" also known historically to the Tacoma DeMolay Chapter as “Callaghan’s Castle" and to provide an indoor area for showers, changing, sleeping, cooking, and meeting space all as allowed by Federal, State, and/or local law and land use provisions. At such time as the “Blockhouse" becomes unavailable for rental use, the parties agree to define another similar area for rental use on the property or other suitable PenMet Parks property at no additional cost.

The Tacoma DeMolay Chapter, at its own expense, will be allowed to place two permanent interpretive markers, signs or plaques at the “Blockhouse" describing the history of "Callaghan’s Castle" and at the entrance to the property describing the history of the DeMolay Sandspit. Provided, howe er, that both PenMet Parks and the Tacoma DeMolay Chapter mutually agree on the size, design, construction material, text and placement.

The property shall only be used for public park and recreation and such other related, supplementary and/or ancillary purposes. PenMet Parks may only transfer the property to another public entity or a non-profit corporation that is registered with the IRS as a §501(c)(3) entity.

The provisions contained in this covenant shall be converted into a form sufficient for recorded and shall be recorded as a covenant that runs with the property.