

AGREEMENT made and entered into this 2nd day of

March 1914, by and between the CORPORATION OF THE CATHOLIC BISHOP OF NISQUALLY IN THE TERRITORY OF WASHINGTON, a corporation organized by Act of the Legislature of the Territory of Washington, and now existing and doing business under the laws of the State of Washington, and RIGHT REVEREND EDWARD J. O'DEA as Bishop

of Seattle, hereinafter called the First Parties, and *James C. Whiffy*
Patrick J. Hennessy and Hugh B. O'Hagan, all of Illarino
County, Dublin, Ireland Gentlemen
as Trustees, hereinafter called the Second Party, WITNESSETH:

1. That first parties, the advice of the Diocesan consultants having been taken, do hereby for the purposes hereinafter stated deliver unto second party possession of the following described real property situate in King County, State of Washington, more particularly described as follows, to-wit:

except $1\frac{1}{2}$ acres deeded to Jeremiah Dwyer,
Lot one (1) and the northeast quarter of the northeast quarter in section two (2) township twenty-two (22) north range four (4) East - less portions herebefore conveyed for road purposes; also lot two (2) of Section two (2) in township twenty-two (22) North, of Range Four (4) East of the Willamette Meridian in King County, State of Washington, excepting the following tract reserved therefrom, to-wit: A portion of said lot two (2) beginning at a point in said lot located as follows: - From the Quarter Section Corner (QS) on the east side of said Section 2 run N $13^{\circ}56'$ E., 1322-16/100 feet to the South-East Corner of the North East Quarter of the North East Quarter (NE $\frac{1}{4}$ of the NE $\frac{1}{4}$) of said Section 2; thence run S $89^{\circ}32'45''$ W along the south line of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and of lots 1 and 2 of said Section 2, 3246-8/10 feet; thence run N. $6^{\circ}46'45''$ W, 378-2/10 feet to a stake set close to the fence on the north side of the lane or road leading to the Hayes residence, for the point of beginning of the Hayes Reserve tract; and running thence N $6^{\circ}46'45''$ W, 528 feet more or less to the meander or shore line of White River; thence westerly and southerly following the said meander or shore line of White River, 1075 feet, more or less, to its intersection with a line projected S $78^{\circ}58'15''$ W. from the point of beginning; thence N $78^{\circ}58'15''$ E, along said last described line, 780 feet, more or less, to the place of beginning. The said Hayes Reserve Tract, which is hereby excepted from this conveyance, containing $7\frac{3}{4}$ acres, more or less, and the remainder of said lot 2 of Section 2, being the tract covered by this conveyance, containing $19\frac{1}{2}$ acres, more or less; also the personal property and equipment of all kinds used in connection with the boys' Home now conducted on said premises, and the cattle, horses, hogs, chickens, farming tools and implements, and all other personal property now on said premises.

2. Possession of said property is hereby delivered to second party as a Foundation for second party for the undertaking and management of

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benevolences and charities, and particularly for taking and having the care custody, control and education of orphan and needy boys, the furnishing of homes for such boys, the education and training of youth, and the promotion of the physical, moral and educational and religious interests of orphan and needy boys, the same to be conducted by the religious order of the Catholic Church known as the Christian Brothers of Ireland.

3. The title and ownership of all of said real property shall remain as it now exists, namely, in the Corporation of the Catholic Bishop of Nisqually in the Territory of Washington, but said real estate shall not be alienated, sold or encumbered in any manner by first parties during the continuance of this agreement without the consent of second parties.

4. In case by reason of any gifts, bequests or otherwise any money or other personal property shall come into the hands of first parties or either of them for the use and benefit of the orphanage, school or schools to be maintained and conducted by second party, on said property first parties will turn over such money or other personal property to second party in trust for the proper purposes wherever permitted so to do by the terms of such donation.

5. It is agreed that the main building now on said premises shall be permanently known as the "Edwin Briscoe Memorial", and said name shall not be changed without the written consent of first parties.

6. Second party agrees to conduct the Foundation aforesaid in matters temporal and spiritual in accordance with the canon laws of the Catholic Church, and shall always provide a sufficient number of the members of said order and employees to care for the inmates of the orphanage and schools. Second party as needs require shall erect or cause to be erected buildings adequate to and commensurate with the needs of the Foundation confided to it. Second party shall pay all indebtedness incurred for any improvements or additions erected by it.

and all laborers' or materialmen's liens, all taxes and assessments and other public charges whatsoever levied or accruing against said real estate or any additions thereto and against any personal property connected with said foundation, and any and all expenses incurred in the carrying on of said orphanage and schools, and all other expenses incurred in the conduct or operation of said Foundation; and the second party shall at all times indemnify first parties against all such indebtedness, liens, taxes, assessments, charges and expenses.

7. In case second party shall at any time surrender or abandon said Foundation it will at or before time of surrender or abandonment pay all sums for which it is liable hereunder.

8. Second party hereby accepts the Foundation aforesaid, and agrees to assume charge on the Fifteenth day of September 1914, and agrees to receive, care for and educate as many orphan, dependant, or homeless boys as is consistent with the income of said Foundation, and agrees to establish and conduct such schools and provide such educational facilities as may be reasonable, having in view the income the custom of the country, and all other circumstances.

9. Second party shall pay all expenses incurred in the conduct of said Foundation subsequent to the Fifteenth day of September 1914, and shall be entitled to all income from said Foundation and the fees, charges or sums of money that may become payable from the scholars or the parents of the dependents or otherwise, free and clear of any claim of first parties.

10. Second party is hereby given the use, control and disposition of all the personal property now on said premises for the purposes of said Foundation, and may sell and dispose of the same in the ordinary course as shall be reasonable from time to time, but an equal amount of personal property shall as far as practicable always be maintained and kept on said premises by second party for the purposes of said Foundation, and whenever this agreement shall be terminated all personal

property then remaining thereon belonging to said Foundation shall be restored to first parties.

11. Second party shall have sole possession and management of the properties comprising the Foundation (except as to said real estate which is at all times to remain the property of the Corporation of the Catholic Bishop of Nisqually in the Territory of Washington) and of the school work, industrial work and all other work that may be established thereon as long as second party conducts the same, and until such time as second party shall terminate this agreement or abandon said Foundation.

12. Second party agrees to give first parties two years' notice in writing of its intention to terminate this agreement and surrender the Foundation before such termination or surrender. During the time of notice no permanent improvements shall be begun, and an accounting shall be had to determine the amount of compensation due second party for any outlay that they may have made for any permanent improvements, additions or alterations second party may have made on the Foundation out of second party's own resources, and not from gifts, bequests or charities made for the purposes of said Foundation. Should the parties hereto fail to agree on the amount of this compensation, the question shall be submitted to arbitration, one arbitrator to be selected by the first parties, another by second party, and a third arbitrator shall be appointed by the Most Reverend Archbishop of the Province embracing the Diocese of Seattle and the decision of a majority of the arbitrators shall be final.

13. In case second party shall fail at any time to conduct and maintain on said premises a charitable school for orphan and needy boys in accordance with the true intent of this agreement, this agreement shall become void, and all rights of second party shall thereupon terminate, and first parties may re-enter said premises and resume possession thereof, and this agreement shall be at an end.

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910 Marion St. Seattle, WA 98104

14. Second parties are trustees properly designated by the head of the religious order of the Catholic Church known as The Christian Brothers of Ireland. In case by reason of death, resignation or otherwise there should be at any time any vacancy in said three trustees such vacancy may be filled by the then acting head of said religious order by appointing himself or any other person. The trustees appointed and acting at any time shall have all rights, powers and duties under this agreement as if originally named herein.

In case this agreement is at any time desired to be amended or terminated by mutual consent of the parties, the written consent of any two of the trustees then acting shall be sufficient for that purpose, and for all purposes of this Foundation, and of the rights hereby conferred upon second party, the action of any two of said trustees when consented to in writing by first parties shall be absolutely binding and effectual to modify, alter, amend, terminate or otherwise dispose of any of the rights or powers of second party under this agreement, as fully and absolutely as if two trustees so acting were individually named herein as second parties to this agreement.

15. This agreement shall be binding on both parties and their successors, but shall not be assigned by second party without the written consent of the first party.

IN WITNESS WHEREOF the parties have caused this agreement to be executed in duplicate the day and year first above written.

THE CORPORATION OF THE CATHOLIC BISHOP OF NISQUALLY
IN THE TERRITORY OF WASHINGTON.

By Edward J. Shea Its Bishop

Edward J. Shea
AS Bishop of Seattle

James C. Whitley

and Patrick Jerome Sheehy

and Hugh B. O'Hagan AS Trustees.

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STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this second day of March A. D. 1914 before me personally appeared Right Reverend Edward J. O'Dea to me known to be the Bishop of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was 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 affixed my official seal the day and year first above written.

Edgar Hayes
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
COUNTY OF KING) ss.

This is to certify, that on this second day of March A. D. 1914 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Rt. Rev. Edward J. O'Dea, as Bishop of Seattle, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

Edgar Hayes
Notary Public in and for the State
of Washington, residing at Seattle.

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