

(GENERAL)

COMPTROLLER 00000
FILE NUMBER 00000

AGREEMENT
XXX

WITH UNITED INDIANS OF ALL TRIBES FOR
AN INDIAN CULTURAL CENTER IN PORTION OF
PROPOSED FORT LAWTON PARK, AUTHORIZED BY
ORDINANCE NO. 109777.

FILED MARCH 16, 1972

C. G. ERLANDSON
COMPTROLLER AND CITY CLERK

DEPUTY

BY C. G. Erlandson
ACTION OF THE COUNCIL

REFERRED

TO

REFERRED

TO

REFERRED

TO

REPORTED

DISPOSITION

REFERRED

TO

REPORTED

DISPOSITION

REPORT OF COMMITTEE

Mr. President:

Year

Committee

to which was referred is within

would respectfully report that we have considered the same and respectfully recommend that

CHAIRMAN

CHAIRMAN

(GENERAL)

COMPTROLLER 07300
FILE NUMBER 27300

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CHAIRMAN

CHAIRMAN

AGREEMENT BETWEEN
THE CITY OF SEATTLE
and
UNITED INDIANS OF ALL TRIBES
for

AN INDIAN CULTURAL CENTER

November 14, 1971

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P R E A M B L E

In recognition of the richly varied Indian cultural heritage of the Seattle metropolitan region and the limited ways in which ~~this cultural heritage is being presented and sustained in the~~ experiences of all Americans; and in recognition of the need of Seattle and the Puget Sound region for a regional park which will attract and be enjoyed by all citizens and of the unique opportunity offered by the Fort Lawton site for development of a magnificent natural park to serve this need; and in recognition of the way in which the presentation of various aspects of indigenous culture at such a regional park would enhance the recreational potential of the park for all its visitors; and in recognition of the need for more effective communication between the City of Seattle and the Indian community; the parties have come together and committed themselves to fulfilling these closely related and important needs by executing this Agreement this ____ day of _____, 1972, between the City of Seattle, a municipal corporation, (the "City"), and the United Indians of All Tribes Foundation, a Washington non-profit corporation, ("United Indians"), for the establishment and operation of an Indian Cultural-Educational Center (the "Center"), Indian in spirit, simple and honest in design, to enrich and to be in harmony with the natural setting and uses of a city park at Fort Lawton in Seattle, Washington.

This Agreement will express the policies and commitments necessary to develop and operate an Indian Cultural-Educational Center within the Fort Lawton site. Initially, it will serve as a basis for the development of an implementation plan for the Center. Later, after a lease has been granted to the United Indians by the City, this Agreement will be a basic policy guide for the operation of the Center.

R E C I T A L S

A. Fort Lawton, Seattle, Washington, contains approximately 1,103 acres including tidelands. 425.75 acres of Fort Lawton are now subject to disposal by the General Services Administration ("GSA") as surplus real property.

B. United Indians, on March 26, 1971, filed an application with the Department of Health, Education and Welfare, Region X, requesting allocation of 35 acres of the surplus land at Fort Lawton to the United Indians for cultural-educational purposes and upon the basis of that application, the Department of Health, Education, and Welfare, Region X, thereafter requested assignment of the 35-acre site from GSA for transfer to United Indians.

C. The City, in April, 1971, filed an application with the Bureau of Outdoor Recreation ("BOR"), Department of Interior, Region X, requesting allocation of the entire 425.75 acres of surplus lands at Fort Lawton to the City for park and recreation purposes, and upon the basis of that application, BOR, Region X, thereafter requested assignment of the entire 425.75 acres from GSA for transfer to the City. Subsequently, after GSA withdrew the chapel and METRO areas from the lands offered for park and recreation purposes, BOR amended its request to 390.9 acres for transfer to the City.

D. Both parties are equally desirous of preserving the richly varied cultural heritage of the Native American and of creating a regional park (the "Park") which will attract and be enjoyed by all citizens.

E. The parties recognize that it is to their mutual advantage to resolve by agreement the differences between their competing applications for Fort Lawton property, in order that development of the Park and Center may proceed without undue delay or uncertainty.

1. Agreement to Lease.

(a) Amendment of Program of Utilization. The City agrees to amend its program of utilization (use plan) now on file with the Bureau of Outdoor Recreation to incorporate the terms of this Agreement by reference, and further agrees not to request the Bureau of Outdoor Recreation to approve any amendments to such program of utilization which would materially affect the operation of this Agreement without the consent of the United Indians. Neither party shall ask the Bureau of Outdoor Recreation to intervene in or determine any dispute between the parties arising under or related to this Agreement.

(b) Inclusion in Deed. The parties shall request that the deed from the United States to the City contain a provision to lease the tract of land described herein for an Indian Cultural-Educational Center in accordance with the utilization plan filed by the City with the Bureau of Outdoor Recreation.

(c) Lease of Site. After conveyance by the United States of America to the City of the lands that are presently surplus at Fort Lawton, the City agrees to lease to United Indians and United Indians agrees to lease from the City, on the terms and conditions set forth in this Agreement, those lands hereinafter described and shown in Exhibit "A" attached hereto, as a site for an Indian cultural-educational center.

(d) Terms. Such lease (the "Lease") shall reflect the terms and conditions set forth in this Agreement, and any terms and conditions required by the United States Government to be included in any lease of land at the Park. The period of the Lease shall be 99 years and United Indians shall have the option of successive 99-year renewals on the same terms and conditions, exercisable by written notice of such intention prior to the expiration of the then-current term period. Rental shall be

\$1.00 per year during the term of the Lease and shall be paid to the City upon commencement of the Lease and on or before July 1st of each year thereafter.

2. Leased Area.

(a) Description. The "Leased Area" shall be the land shown on Exhibit "A" attached hereto, and more particularly described as follows:

Beginning at the meander post between Section 9 and Section 10, Township 25 North, Range 3 East, W.M.; thence north 48°09'38" east along the meander line in said Section 10, 725.50 feet; thence north 59°34'20" east, 73.36 feet to a point on the west line of a tract of land deeded by Christian Scheuerman and Kate Scheuerman to May Scheuerman, September 19, 1890, and recorded in the office of the County Auditor of King County, Washington in Volume 114 of Deeds, page 114; thence south 0°08'09" east, 523.29 feet to a Government monument on the south line of Government Lot 4 said Section 10, designated "R" on the attached Tide Lands bearings and coordinates and made a part hereof and the true point of beginning; thence south 89°46'59" east, along said south line, 577.901 feet; thence south 0°38'59" east, 385.325 feet; thence south 18°04'46" west, 577.365 feet; thence north 70°21'46" west, 225.429 feet; thence westerly along a curve to the right having a radius of 647.864 feet, the center of which bears north 25°55'25.1" east, an arc distance of 154.299 feet to a point of tangency; thence north 50°25'50" west, 50.00 feet to a point of curvature; thence northwesterly along a curve to the left having a radius of 334.558 feet the center of which bears south 39°34'10.3" west an arc distance of 216.022 feet; thence north 70°13'02" west, 357.306 feet; thence north 10°53'11" east, 240.665 feet; thence north 21°41'17" east, 195.051 feet;

thence north 41°20'54" east, 186.784 feet; thence south 0°08'09" east, 42.000 feet; thence south 89°46'59" east, 250.000 feet; thence north 0°08'09" west, 30.092 feet to the south line of Government Lot 4, said Section 10; thence south 89°46'59" east, along said south line 30.006 feet to the true point of beginning; SUBJECT AND TOGETHER WITH any rights, reservations, easements, covenants, permits, licenses and leases of record which affect the above description for streets, drainage, tunnels, utilities and communication facilities, etc.

Containing an area of 17.026 acres.

(b) Access and Improvements. The City, without the consent of United Indians, shall make no improvements within the Leased Area hereinabove described, except for the following:

(1) such improvements as may be necessary to permit access by maintenance vehicles. The City shall consult with United Indians with respect to the location, construction, and maintenance of access ways.

(2) A footpath and a cycling path to connect Texas Way on the south to Illinois Avenue on the north in a reasonably direct way. These paths shall be located within a single corridor of land, which shall be over relatively level ground. The location and width of the corridor shall be determined by the City and United Indians in consultation and shall be included in the Master Plan.

Nothing in this Agreement at any time shall be construed to prohibit:

(1) Maintenance by the City of the existing access from the Fort to the Lawton Wood area immediately north of the Fort;

(2) the City from conducting any other actions or activities required by present or future Federal laws or regulations or by any instrument of conveyance from the United States or;

(3) the City from taking such actions as are necessary for the immediate health and safety of the public.

(c) Construction of Scenic Barrier. The City shall, in addition, retain the right to fence, landscape, and construct berms or take any other reasonable action at City expense in order to screen the adjacent residential neighborhood from the activities in the park within a reasonable area not to exceed the area 100 feet south of the park boundary adjacent to Lawton Wood, provided that any such screening shall be constructed and landscaped to be in harmony with and preserve the natural character of the Park and the Center.

3. Master Plan.

(a) Submission to City. United Indians shall present to the City a master plan ("Master Plan") consisting of the following:

(1) A reasonably detailed statement ("Program Plan") of the general program, areas and activities proposed at the Center; and

(2) A reasonably detailed plan ("Site and Building Plan") for siting and construction within the Leased Area of the buildings, areas and other facilities necessary for the programs and activities set forth in the Program Plan.

(b) Program Plan. The programs and activities set forth in the Program Plan shall be consistent with the provisions of Section 6 hereof.

(c) Site and Building Plan. The Site and Building Plan shall provide for a building or a reasonably contiguous grouping of buildings, facilities, and areas to create an attractive and unified Center within the Leased Area. The Site and Building Plan shall include the following:

(1) a site plan showing the location, size, and function of the buildings, areas and other facilities which United Indians propose for the Leased Area, and

(2) a reasonably detailed financing plan showing the funds required to execute the elements of the Site and Building Plan and the anticipated sources of such funds, PROVIDED, that such report shall be confidential and without the prior written consent of United Indians the contents thereof shall not be divulged to any person who is not an employee, officer or appointee of the City or member of the Arbitration Board created by Section 18 herein.

(d) Design. The design and location of the Center shall be compatible with good design standards and with the City's comprehensive land-use plan for the Park as that plan is now or may hereafter be amended.

(e) Special Restrictions on Ridge Area. That portion of the leased Area referred to as the "Ridge Area" is that area forming a triangle bounded by legs HI, I-POC, and PCC-H as shown on the Indian Cultural Center survey map (Exhibit "A").

Neither the City nor United Indians shall construct or permit to be constructed any buildings or structures which

(1) in any way create an unreasonable risk of landslide or similar physical deterioration of the Ridge Area; or

(2) obstruct the scenic vistas of the Ridge Area from any point within or without the Park.

(f) Office Space. During preparation of the Master Plan, the City shall make reasonably appropriate space available to United Indians for planning purposes but in no event for more than five (5) years from the date of execution of this Agreement.