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Ordinance No. 104042

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing a lease to the United Indians of All Tribes Foundation of approximately 19.13 acres of land in Discovery Park for the purpose of establishing and operating an Indian Cultural and Educational Center.

11/19/74 - Pass (PPG)
11-21-74 - Pass

COMPTROLLER
FILE NUMBER 280077

Council Bill No. 95798

INTRODUCED: NOV 18 1974	BY: CHAPMAN
REFERRED: NOV 18 1974	TO Parks & Public Grounds Finance
REFERRED:	
REFERRED:	
REPORTED: NOV 25 1974	SECOND READING: NOV 25 1974
THIRD READING: NOV 25 1974	SIGNED: NOV 25 1974
PRESENTED TO MAYOR: NOV 26 1974	APPROVED: NOV 29 1974
RETD. TO CITY CLERK: NOV 29 1974	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

282728 - Lease Agreement,
etc.

Unanimous Vote

YES..... NO.....

71 OCT 30 AM 3:11

See Back Cover

ORD 106043 --AUTH MAYOR TO ACCEPT DONATIONS FOR CONT'D IMPROVEMENT OF DAYBREAK STAR CENTER, DIRECTING DEPOSIT OF SUCH DONATIONS INTO PARK & RECREATION FND; AUTH CONSTRUCT CERTAIN IMPROVEMENTS; & MAKING REIMB APPROP.

Park
EK

PUB
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ENG.
P. O. T
A. C.
S. E.
C. O.
LIGHT

ORDINANCE 104042

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing a lease to the United Indians of All Tribes Foundation of approximately 19.13 acres of land in Discovery Park for the purpose of establishing and operating an Indian Cultural and Educational Center.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That as requested by the Superintendent of Parks and Recreation and recommended by the Mayor in C.F. 280077 the Mayor is authorized to execute and the City Comptroller to attest for and on behalf of the City a lease agreement with the United Indians of All Tribes Foundation ("UIATF") substantially in the form of Exhibit "A" hereto leasing to said UIATF for the purpose of establishing an Indian Cultural-Educational Center the following described real property:

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 Mary 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; thence north 89°46'59" west, 30.006 feet to the east line of U.S.C.G. Antenna Tract; thence south 0°08'09" east, 30.092 feet to a monument which is the southeast corner of U.S.C.G. Antenna Tract and the true point of beginning; thence continuing south 0°08'09" east, 36.918 feet; thence south 89°46'58" east, 608.508 feet; thence north 82°27'22" east, 98.724 feet; thence north 86°55'03" east, 87.87 feet; thence south 7°58'59.2" west, 337.713 feet; thence south 18°04'46.1" west, 624.235 feet; thence north 70°21'46.3" west, 353.429 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. " west, an arc distance of 216.022 feet; thence north 70°13'02"

(To be used for all Ordinances except Emergency.)

west, 367.306 feet; thence north 10°53'11" east, 240.665 feet; thence north 21°41'17.4" east, 195.051 feet; thence north 41°20'54" east, 186.784 feet to the west line of said U.S.C.G. Antenna Tract; thence south 0°08'09" east along said westerly line, 42.00 feet to the south line of said U.S.C.G. Antenna Tract; thence south 89°46'59" east along said south line, 250.00 feet to the true point of beginning.

for a term of 99 years, subject to successive 99 year renewals at the option of the lessee, and upon the further terms and conditions contained in said Exhibit "A".

Section...2. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 25 day of November, 1974 and signed by me in open session in authentication of its passage this 25 day of November, 1974.
President of the City Council.

Approved by me this 29 day of November, 1974.
Mayor.

Filed by me this 29 day of November, 1974

Attest: [Signature]
City Comptroller and City Clerk.

(SEAL)

Published _____ By J.F. Fenton Deputy Clerk.

DHS:SG
10-28-74

AGREEMENT BETWEEN
UNITED INDIANS OF ALL TRIBES
AND
THE CITY OF SEATTLE

INDIAN CULTURAL - EDUCATIONAL CENTER

EXHIBIT "A"

UIAT AGREEMENT

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EXHIBIT "A"

LEASE AGREEMENT

Indian Cultural-Educational Center
(Fort Lawton)

P R E A M B L E

To acknowledge the rich and varied Native-American cultural heritage of the Seattle metropolitan region and the limited manner in which such heritage is being presented, sustained and preserved in the experiences of all Americans; and to acknowledge the need of Seattle and the Puget Sound region for a regional park which will attract and be enjoyed by all citizens and the unique opportunity offered by the Fort Lawton site for development of a magnificent park to serve such need; and to acknowledge the manner 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 to acknowledge the need for more effective communication between The City of Seattle and the Native-American Community, the parties came together and committed themselves to fulfilling such closely related and important needs by executing an agreement on March 16, 1972, between The City of Seattle and the United Indians of All Tribes Foundation for the establishment and operation of an Indian Cultural-Educational Center (hereinafter called 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; and, further, in order to realize the goals and effectuate the purposes embodied in said agreement entered into on March 16, 1972, this LEASE AGREEMENT (hereinafter called "Lease") between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter called the "City" or "lessor," and the UNITED INDIANS OF ALL TRIBES FOUNDATION a nonprofit corporation of the State of Washington, hereinafter called "United Indians" or "lessee."

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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 ("HEW"), 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. The United States of America - BOR, in order to resolve the differences arising from the competing applications and to conform to its existing policy not to divide its grant of surplus lands into incompatible uses, proposed that the City provide for an Indian Cultural Center in its application and Utilization Plan to the BOR and that the United Indians, in consideration thereof, agree to withdraw their application to HEW to effectuate the United States' disposition of the surplus lands. (Section

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17 of Agreement)

E. Both parties equally desire to preserve the rich and varied cultural heritage of the Native American and to create a regional park (the "Park") which will attract and be enjoyed by all citizens.

F. Thus, recognizing that it was 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 might proceed without undue delay or uncertainty and to conform to the expressed desire of the United States, the parties entered into an agreement (hereinafter referred to as "Agreement") on March 16, 1972, providing that the City hold the lands described hereinbelow "lease to United Indians and United Indians . . . lease from the City, on the terms and conditions set forth in . . . [the] Agreement, the lands . . . described and shown in Exhibit "A" . . . [to the agreement], as a site for an Indian cultural-educational center." On April 3, 1972, pursuant to said Agreement, the United Indians withdrew their application to HEW for said surplus lands; and on March 24, 1972, the City amended its BOR application.

G. The United States of America - General Services Administration ("GSA") granted to the City in a deed executed on August 30, 1972, and recorded under King County Auditor's File Number 7210060370, certain property and property rights within that area commonly known as Fort Lawton, Seattle, Washington, and, in addition thereto, the right to lease a portion thereof to the "United Indians of All Tribes Foundation, Inc., for an Indian Cultural Center as set forth in the [City's] Program of Utilization heretofore filed with the [United States of America] . . ."

H. The lease herein granted is in conformance with the terms of the Agreement and the Deed from the United States to the

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City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Lease and Terms

(a) Lease - Description: The City hereby leases to the United Indians the following described real property, shown in Exhibit "A" hereto, as a site for an Indian cultural-educational center:

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 Mary 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; thence north 89°46'59" west, 30.006 feet to the east line of U.S.C.G. Antenna Tract; thence south 0°08'09" east, 30.092 feet to a monument which is the southeast corner of U.S.C.G. Antenna Tract and the true point of beginning; thence continuing south 0°08'09" east, 36.918 feet; thence south 89°46'58" east, 608.508 feet; thence north 82°27'22" east, 98.724 feet; thence north 86°55'03" east, 87.87 feet; thence south 7°58'59.2" west, 337.713 feet; thence south 18°04'46.1" west, 624.235 feet; thence north 70°21'46.3" west, 353.429 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, 367.306 feet; thence north 10°53'11" east, 240.665 feet; thence north 21°41'17.4" east, 195.051 feet; thence north 41°20'54" east, 186.784 feet to the west line of said U.S.C.G. Antenna Tract; thence south 0°08'09" east along said westerly line, 42.00 feet to the south line of said U.S.C.G. Antenna Tract; thence south 89°46'59" east along said south line, 250.00 feet to the true point of beginning.

all in accordance with and subject to the terms, conditions and covenants contained in this Lease.

(b) Length of Term: The period of this Lease is 99 years.

(c) Option to Renew: The United Indians shall have the option to renew this Lease for like and successive 99 year periods

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upon the same terms and conditions as contained herein, such renewals being exercisable by written notice of intent to renew this Lease directed to the City prior to the expiration of the then current term period.

(d) Consideration: It is agreed by the parties hereto that this Lease is granted in consideration of the withdrawal by the United Indians of its application to the United States of America-HEW for a grant of a portion of those certain surplus lands (Fort Lawton Park) conveyed to the City under a deed executed August 30, 1972, recorded under King County Auditor's File No. 7210060370, and making possible such conveyance to the City; and the covenants contained herein.

2. Leased Area.

(a) Description: The "Leased Area" shall be the land shown on Exhibit "A" attached hereto, and more particularly in Section 1a hereof.

(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, described in Section 3 hereof.

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

EXHIBIT "A"

(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.

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(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 17 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 POC-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.

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(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 the Agreement or this Lease.

(g) Amendments. After approval of the Master Plan, no material changes in the Master Plan shall be made except upon consent of the City, which shall not be unreasonably withheld in accordance with the following procedure:

(1) To initiate a change in the Master Plan, United Indians shall provide the City with a written proposal which shall set forth in detail the "Proposed Changes".

(2) Within sixty (60) days of the receipt of the Proposed Changes from United Indians, the City shall either (1) approve the Proposed Changes, or (2) advise United Indians of the specific points on which the Proposed Changes are not in accordance with the Agreement or this Lease.

(3) If the City has advised United Indians of any specific points on which the Proposed Changes are not in accordance with this agreement, the parties shall for ten (10) days attempt to resolve the dispute by mutual consultation.

(4) Upon completion of the ten-day period, either party may refer the dispute to the Arbitration Board pursuant to Section 17.

(5) Upon completion of arbitration, the parties shall proceed in compliance with the ruling of the Arbitration Board.

PROVIDED, however, that no amendment to the Master Plan shall require the utilization of land outside the Leased Area shown in Exhibit "A", nor shall any such amendment permit activities, uses, or structures inconsistent with the Agreement or this Lease.

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4. Approval of the Master Plan.

(a) Master Plan Approval. Within ninety (90) days of the receipt of the Master Plan from United Indians, the City shall, after review by the Seattle Design Commission, either approve the Master Plan or advise United Indians of the specific points on which the Master Plan is not in accordance with the Agreement.

(b) Resolution of Dispute. If the City has advised United Indians of any specific points on which the Master Plan is not in accordance with this Lease, the parties shall for ten (10) days attempt to resolve the dispute by mutual consultation.

Upon the expiration of the ten-day period, either party may refer the dispute to the Arbitration Board pursuant to Section 17.

(c) Use Other than Construction. After approval of the Master Plan by the City or upon completion of arbitration, and prior to approval of detailed design drawings, United Indians may proceed with any use of the land described in the approved Master Plan that does not require construction or alteration of the terrain.

5. Construction.

(a) Design. Each building, facility, or area on the site of the Center shall be of good exterior design and constructed in accordance with the Master Plan.

(b) Design Approval. Not less than sixty (60) days prior to execution of any construction contracts, United Indians shall submit to the City detailed design drawings of the exterior of any improvements to be constructed, for review and consultation by the City with the Seattle Design Commission. Within sixty (60) days of its receipt of such drawings, the City shall either approve such drawings or advise United Indians of the specific points on which the City contends that the drawings are not in accordance with this Lease.

(c) Resolution of Dispute. If the City advises United Indians of any specific points on which the detailed design drawings are not in accordance with this Lease, the parties shall for ten (10) days attempt to resolve the dispute by mutual consultation. Upon completion of the ten-day period, either party may refer the dispute to the Arbitration Board pursuant to Section 17. Upon completion of arbitration, the parties shall proceed in compliance with the ruling of the Arbitration Board.

(d) Commencement of Construction. Following execution of this Lease and approval of the Master Plan and detailed design drawings, United Indians shall, with reasonable diligence, pursue financing and contracts for construction and shall carry out the Master Plan. Within six and one-half (6 1/2) years from the date this Lease is executed (the "Initial Construction Period"), United Indians shall make a Substantial Beginning on construction of a major portion of the buildings or facilities contemplated by the Master Plan, provided, that any period of time spent in arbitration or litigation concerning approval of the Master Plan or any amendment thereto shall not be considered as a part of the Initial Construction Period. "Substantial Beginning" herein shall mean either:

(1) commencement of actual construction of the planned buildings and facilities, or

(2) the execution of a contract or contracts, based on binding financing commitments to United Indians, for construction thereof, which require commencement of construction within six (6) months and completion within a reasonable time thereafter.

(e) Reporting. United Indians, shall by a written report on each anniversary of the recording date of the deed from the United States to the City, advise the City of the progress it

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has made toward the achievement of its program and funding objectives. This reporting requirement shall cease when United Indians has completed construction as defined in the Master Plan.

(f) Failure to Commence Construction. If United Indians fails to make a Substantial Beginning on construction of a major portion of the buildings or facilities contemplated by the Master Plan within the Initial Construction Period, the City shall have the right to terminate this Lease and have no further obligation under the Agreement or this Lease, provided that any period of time spent in arbitration or litigation concerning approval of the Master Plan or any amendments thereof shall not be considered as a part of the Initial Construction Period.

6. Program and Uses.

(a) Generally. The parties agree that programs to be conducted by United Indians within the Center shall be as set forth in the Master Plan, shall be open to general public participation as provided in Section 12(a) and shall be essentially Native American in character, cultural in nature and compatible with park or recreational activities.

(b) Permissible Uses. In addition to programs, activities, and exhibits illustrating the history, culture and crafts of the Native American, the following programs and activities shall be included among the permissible uses of the Leased Area:

(1) The preparing of food within a non-commercial food service facility sufficient to serve participants in events conducted within the Center, such as conventions or large group meetings or pow-wows, and to serve employees of the Center; provided that, upon agreement by both parties hereto, the United Indians, after securing all permits and licenses required therefor, may establish and operate a commercial food service facility for the preparation and sale of food and beverages to visitors to the Center; provided further,

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however, that any such food service facility, whether commercial or non-commercial shall be consistent with the natural setting and the design of the remainder of the Center.

(2) The conducting of the culturally-oriented portions of the American Indian Heritage Pupil Services Program, including necessary administrative support.

(3) The conducting of culturally-oriented elements of the Indian Studies Program, including necessary administrative support.

(4) The conducting of culturally-oriented programs relating to Indian art, Indian art shows, Indian art competitions, contemporary Indian entertainment, the gathering of Indian museum pieces, conducting classes in Indian-related fashion design, poetry reading, bone games, and related activities.

(5) The conducting of Indian culturally-oriented humanities courses, including culturally-oriented courses in Indian history, art, literature, music and related subjects.

(6) The establishment and operation of an Indian archive, including tribal records, microfilm, linguistic materials and apparatus, and related materials of cultural importance.

(7) Counseling and limited office facilities for culturally-oriented elements of the Talent Search Program or similar programs and use of the site by Talent Search Students as part of their normal curriculum.

(8) Temporary encampments, including encampments of one or more nights, provided that the Mayor or his designee shall have the power to make reasonable regulations concerning the number of participants in, the location, and the duration of such encampments for the purpose of ensuring the public health, public safety, quiet and avoidance of undue traffic congestion.

(9) Culturally-oriented athletic contests which do not require the construction of fields or permanent outdoor athletic facilities, provided, that any athletic contests may be conducted within a building constructed as a part of the Center.

(10) Similar programs that might be developed in the future and that are consistent with the other provisions of the Agreement or this Lease.

(c) "Cultural" and "culturally-oriented" defined. As used in this Lease, the term "cultural" and "culturally-oriented" shall mean primarily related to persons, events, beliefs, or customs in which Native Americans are uniquely or prominently associated, either historically or contemporaneously.

7. Consultation and Reporting.

(a) Consultation. United Indians shall consult and review with the City during all stages of the planning of the Master Plan and the program for the Center. United Indians shall similarly consult with the City prior and with respect to construction of all buildings and facilities, or any substantial alteration thereof, and with respect to the future scheduling of major events of the Center. The City shall consult and review with United Indians the development of those elements of the Park plan and the scheduling of those events which may directly affect the Center. Both parties shall make available appropriate persons at reasonable times for all such consultation and review.

(b) Reporting. United Indians shall timely supply to the City all information needed by the City to comply with the requirements of the United States that the City make biennial reports to the Secretary of the Interior setting forth the uses made of the park within the preceding two year period, and other pertinent data establishing continuous use for public park and public recreation area purposes, for ten consecutive reports and as further determined and required by said Secretary of the Interior.

8. City Support.

The City shall support United Indians' efforts to obtain financing for the Center. This provision shall not necessarily include or exclude use of City personnel or funds, nor require or preclude use of any powers granted to the City or the Mayor by the Federal Government to participate in the Federal grant-in-aid process.

9. Quiet enjoyment.

(a) General Covenant. Neither party shall interfere unreasonably with the conduct of programs, use of land or use of facilities of the other, and each party shall have quiet enjoyment of its respective ownership or leasehold interest in the land at Fort Lawton.

(b) Building, Facilities and Activities. The City shall not construct, or permit to be constructed, any buildings or facilities or permit any activities to be conducted, adjacent to the Center which are, for any reason, incompatible with the general atmosphere or character of the Center. United Indians shall not construct, or permit to be constructed, any buildings or facilities or permit any activities to be conducted, in the Center which are, for any reason, not of good design or incompatible with the general atmosphere and character of the Park.

(c) Natural Setting. Both parties agree that it is in their mutual best interest that the Park be a natural one with a maximum preservation of trees and plants. To that end both parties shall work together to preserve and restore the natural qualities of the land so that all visitors to the Park can there enjoy an intimate contact with nature.

(d) Noise. Both parties agree that it is in their mutual best interest that both the park and the Center be as quiet and serene as possible. To that end the City shall exert its best efforts to minimize the noise level of vehicles and other Park activities in the vicinity of the Center. Consistent with the

provisions of this Section and of Section 6, United Indians shall exert its best efforts to minimize noise emanating either from the Center, or from any activities conducted at the Center, into the adjacent Park land, or nearby residential areas.

10. Ownership of Buildings.

Ownership of the buildings and facilities constituting the Center shall be in United Indians unless United Indians and the City agree that ownership should be in the name of some other party, provided that the City's agreement shall not be unreasonably withheld and further provided that ownership by any party other than United Indians shall be subject to the terms and conditions of this Lease; provided further, however, that with respect to any buildings or other facilities located or to be located at the Center, in which the City participates financially or where required by law, the City shall retain title thereto and shall lease such building or other facilities to United Indians and such leases, when approved, shall be made appendices to this Lease.

11. Completion, Maintenance and Operations.

(a) Buildings and Facilities. United Indians shall complete construction of all buildings and facilities construction of which is begun at the Center. United Indians shall pay all maintenance and operation costs, including utilities, of the Center and shall maintain the interior and exterior of the buildings and facilities within the Center in good physical condition and appearance to the end that they remain attractive elements of the Park, provided, that United Indians shall not be required to maintain such buildings and facilities at any higher level of maintenance than that of City-owned buildings within the Park to which the general public is accorded access.

(b) Grounds. The City shall maintain the grounds of the Center without cost to United Indians at the same standard of

7

maintenance as the City maintains the rest of the Park grounds, provided, that all ground maintenance required as a result of program activities which utilize the grounds more intensively than they are used by the general public, shall be provided by United Indians at the same standard of maintenance required of the City by this action.

(c) Fees. United Indians may impose a fee for entrance into buildings of the Center or for participation in activities conducted at the Center, provided that such fees are imposed only for the purpose of paying maintenance and operation costs of the Center and activities conducted therein. United Indians shall consult with the City prior to any imposition of any fees.

12. Access.

(a) Generally. The City shall maintain free access to the Center and provide easements and rights of way necessary for United Indians to obtain and maintain utilities thereto. United Indians, upon consultation with the City, may establish reasonable opening and closing hours for the Center provided that, if the Center is open beyond Park closing hours, United Indians shall provide such additional security measures as are rendered necessary by such use. United Indians shall not restrict access to the buildings and grounds on the basis of race, color, creed or national origin, and shall permit access by the general public to the buildings and grounds within the Leased Area at all times and shall construct no fences or other barriers to such access, provided, that such access may be restricted from time to time on a temporary basis if necessary for the functioning of programs approved in the Master Plan.

(b) Water Access. Both parties agree that the Park should, if possible, be accessible by water. Because of complex problems associated both with proper location and Federal and state approval

EXHIBIT "A"

of necessary facilities for such access, the Park planner shall determine the location and nature of such facilities which may, but need not be, on the north bluff of the Park. Any facilities for water access shall be available for activities and persons associated with or coming to the Center. Construction and maintenance of any such facilities shall be by the City.

13. Laws and Regulations.

City: The Leased Area and the buildings and facilities located thereon, and the use thereof for all purposes, including encampments, shall be subject to all general City laws and regulations, PROVIDED that this provision shall not be construed to prohibit activities permitted by any other provision of the Agreement or this Lease unless such prohibition is required for reasons of public health or safety.

This Lease shall not be construed to be a surrender by the City of its police powers, which the parties recognize as including, but not being limited to, applicable building, health and fire codes.

Federal: The United Indians are subject to and shall comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as are in effect on the execution of this Lease (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964 in respect to the programs, services and benefits said United Indians are to provide in whole or in part under this Lease.

Pursuant to the terms of that Deed from the United States of America to the City executed August 30, 1972, and recorded under King County Auditor's File No. 7210060370, the United States of America shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, to the full unrestricted possession, or control, and use of the premises herein leased, or any part thereof

EXHIBIT "A"

without charge, provided the United States shall bear the entire cost of maintenance of all property so used.

14. Subleases; Assignment.

United Indians may not sublease any portion of the Leased Area without the consent of the City, provided that the City's consent shall not be unreasonably withheld. The benefits of this Lease cannot be assigned by United Indians, except upon consent of the City, which shall not be unreasonably withheld.

15. Passage of Ownership.

(a) Failure to Renew Lease. If, at the end of any lease period, United Indians does not renew the Lease, ownership of the buildings and other facilities of the Center shall pass to the City.

(b) Dissolution, etc. If United Indians is dissolved, or abandons the operation of the Center without a successor as provided for in Sections 10 and 14, the ownership of the buildings and facilities of this Center shall pass to the City.

(c) Continuation of Programs. Passage of ownership to the City shall not require or preclude the conduct or continuation of any programs at the Center by the City.

16. Liability.

(a) Insurance. Prior to commencement of construction, United Indians, its successors and assigns, shall at its own expense, secure and maintain a policy of Owners, Landlord and Tenant Liability Insurance covering the Leased Area which names the City, its officers, agents and employees as an additional named insured, with coverage equal to or greater than that acquired or maintained by the United Indians, its successors and assigns, with minimum amounts of two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) each

accident or occurrence for bodily injury, death or disability and two hundred fifty thousand dollars (\$250,000) aggregate each occurrence for property damage, which minimum limits may be raised by Resolution or Ordinance of the City Council when such increase is reasonably necessary to protect the City. Said insurance policy shall contain a provision requiring thirty (30) days notice to the City, Department of Purchasing -- and to any successor of such department -- prior to cancellation. Such insurance policy shall provide and require the insurer to defend and hold harmless the City from any and all claims for personal injury and/or property damage suffered on or about the leased area.

(b) Accident. United Indians, its successors and assigns, agrees that the City, its officers, agents and employees, shall not be liable for any injury or death to any person(s) or for damage to any property, regardless of how such injury, death or damage be caused, sustained or alleged to have been sustained by United Indians, its successors and assigns, or others as a result of any occurrence whatsoever arising from or related in any way to United Indians', its successors and assigns, use and occupancy of the Leased Area. All personal property in the Leased Area shall be at the risk of United Indians, its successors and assigns, and the City shall not be responsible therefor.

(c) Indemnity. United Indians, its successors and assigns, covenants and agrees to indemnify and hold the City, its officers, agents and employees free and harmless from liability from any and all claims, demands, losses, damages, actions or judgments of every kind and description on account of the death, injury or disability of any person and/or damage to any property occurring on or about the Leased Area during United Indians', its successors and assigns, occupancy thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any actions

or omissions of United Indians, its successors and assigns, and in the event of a suit against the City, United Indians, its successors and assigns, agree to appear and defend the same, and if judgment be rendered against the City, to satisfy the same within ninety (90) days after final determination thereof.

17. Arbitration Remedies.

Any controversy or claim between the parties arising out of or relating to this Lease shall be resolved in the following manner:

(a) Written notice of either party's claim shall be given to the other party;

(b) The parties shall attempt to resolve the dispute by mutual consultation within 10 days after said notice;

(c) If agreement is reached, written evidence of the same shall be executed;

(d) If the parties have not reached agreement within the ten (10) days set forth in subsection (b) each party shall, within two (2) days, appoint two members to an arbitration panel by written notice to the other party of the names of the two members. The four (4) panel members appointed by the parties shall meet at the office of the Mayor of Seattle, at ten (10) o'clock a.m. on the second day after the last panel member is appointed or at any other time or location that is mutually acceptable to the panel members. The four (4) members of the panel shall then select a fifth member. If the four (4) members do not select a fifth member within two (2) days, either party may initiate the selection of the fifth member by giving written notice to the National Center for Dispute Settlement requesting initiation of the procedures set forth in the Community Dispute Settlement Rules of the National Center for Dispute Settlement of the American Arbitration Association for the selection of a fifth member.

(e) All such claims disputes or controversies shall, to the extent not inconsistent with law or the Agreement or this Lease, be settled by binding arbitration by the arbitration panel heretofore mentioned, in accordance with the Community Dispute Settlement Rules of the National Center for Dispute Settlement of the American Arbitration Association.

(f) The decision of any arbitration panel may be entered in and enforced by any court having jurisdiction thereof.

(g) The arbitration panel shall have the exclusive power to determine and assess appropriate remedies for the breach of the terms of this Lease and to resolve the dispute, controversy or claim arising out of or relating to this Lease.

(h) There shall be no remedy other than as set forth in the Agreement, this Lease or determined by the arbitration panel.

(i) In the event of any such dispute, controversy, claim, or alleged breach of this Lease, the parties hereto shall not resort to any remedies other than submission of the dispute to the arbitration panel as provided herein, PROVIDED that nothing in the Agreement or this Lease shall be construed to limit the access of either party hereto to any court of competent jurisdiction for purposes of compelling arbitration or enforcement of any arbitration award.

18. Miscellaneous.

(a) Notice. Notice to either party herein shall be by certified or registered mail. Time herein shall be computed in accordance with the appropriate rule of the Civil Rules of the Superior Court of the State of Washington for certified or registered mail. Notice or any documents required by the Agreement or this Lease to be supplied to United Indians shall be addressed to United Indians or their successor at the Center or to any other King County

EXHIBIT "A"

address which has been designated in writing to the City for that purpose by the United Indians. Notice or any documents required by the Agreement or this Lease to be supplied to the City shall be given to the Mayor's Office.

(b) Headings. Section headings herein are for convenience of reference and shall not affect the meaning of this Lease.

(c) Conformity with Deed and Act. This Lease will be subject to all the terms and conditions contained in the deed from the United States and P.L. 91-485 and any amendments thereto.

(d) Copy of Lease to Secretary of Interior. A copy of this Lease shall be forwarded to the Secretary of the Interior in conformance with Paragraph 6 of that certain Deed from the United States of America to the City executed August 30, 1972, and recorded under King County Auditor's File No. 7210060370.

DATED this _____ day of _____, 1974.

Chairman
United Indians of All Tribes
Foundation, Inc.

Mayor
The City of Seattle

ATTEST:

City Comptroller and City Clerk

By: _____
Deputy

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 1974, before me personally appeared WES UHLMAN and C. G. ERLANDSON, to me known to be the Mayor and City Comptroller, respectively, of the municipal

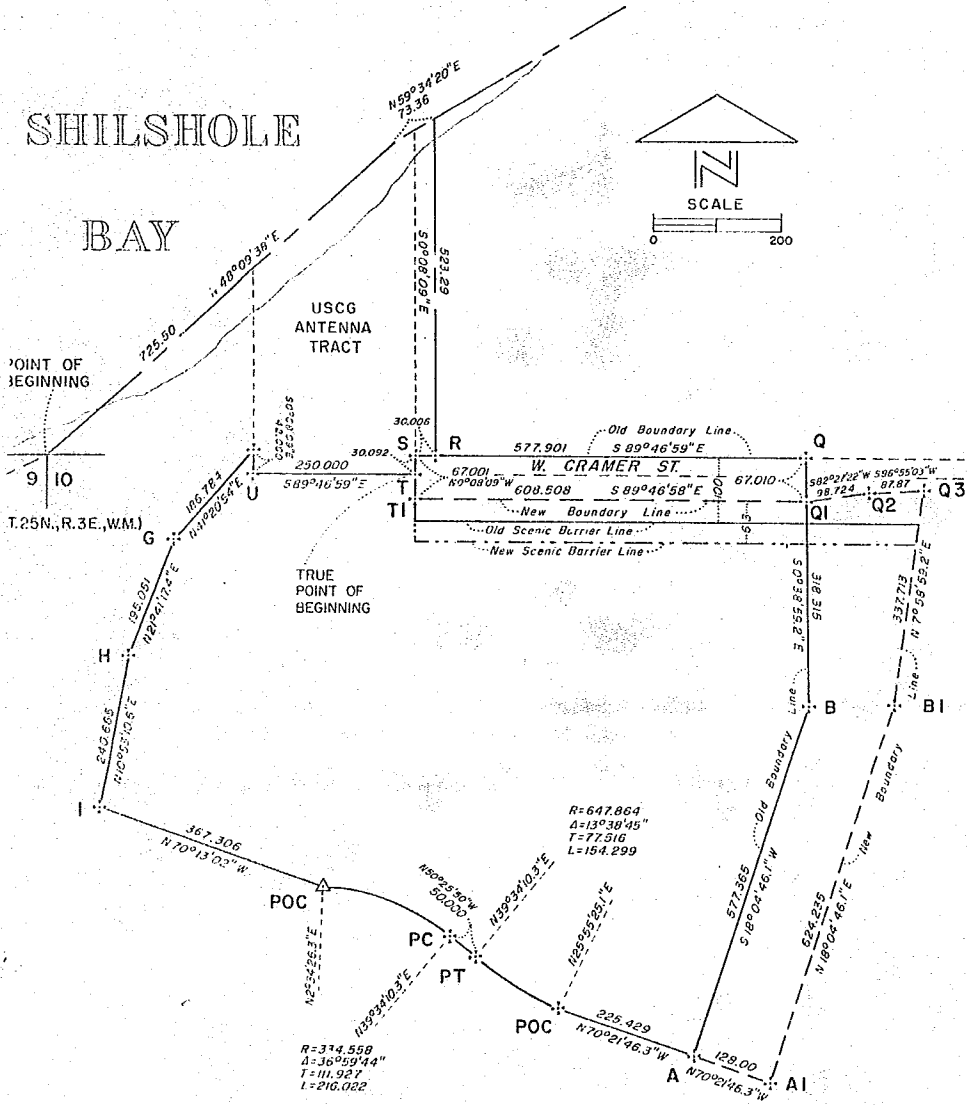
corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

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

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

EXHIBIT "A"

DISCOVERY PARK (Indian Cultural Center)



REFERENCE:
 PARK DEPT. F.B. 350, p.77
 FORT LAWTON MILITARY RESERV. MAP
 TIDE LANDS MAP, sheet 7
 LEGAL DESCRIP. OF U.S.C.G. ANTENNA TRACT

I CERTIFY THAT THE PARCEL DESIGNATED AS "INDIAN CULTURAL CENTER" IS BASED ON ACTUAL SURVEY AND THAT THE COURSES AND DISTANCES ARE ACCURATELY SHOWN ON THE ABOVE MAP.

Tom L. Kido July 2 - 1974
 SUPERVISOR OF MAPPING AND LAND SURVEY DATE
 CITY OF SEATTLE - ENGINEERING DEPARTMENT



EXHIBIT "A" [to ordinance and to lease]

The City of Seattle--Legislative Department

MR. PRESIDENT:

Date Reported

and Adopted

NOV 25 1974

Your Committee on PARKS & PUBLIC GROUNDS and FINANCE

to which was referred C.B. 95798,

Relating to the Department of Parks and Recreation; authorizing a lease to the United Indians of All Tribes Foundation of approximately 19.13 acres of land in Discovery Park for the purpose of establishing and operating an Indian Cultural and Educational Center,

RECOMMEND THAT THE SAME DO PASS

Robert H. Chapman
PEPG
Chairman

James Hill
FIN.
Chairman

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Committee

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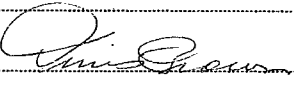
Committee

**STATE OF WASHINGTON,
KING COUNTY—SS.**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

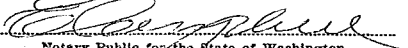
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a.....
ORDINANCE NO 104042

was published on Dec 4, 1974



Subscribed and sworn to before me on

Dec 4, 1974


Notary Public for the State of Washington,
residing in Seattle.

ORDINANCE 104042

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing a lease to the United Indians of All Tribes Foundation of approximately 19.13 acres of land in Discovery Park for the purpose of establishing and operating an Indian Cultural and Educational Center.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That as requested by the Superintendent of Parks and Recreation and recommended by the Mayor in C. F. 280077 the Mayor is authorized to execute and the City Comptroller to attest for and on behalf of the City a lease agreement with the United Indians of All Tribes Foundation ("UIATF") substantially in the form of Exhibit "A" hereto leasing to said UIATF for the purpose of establishing an Indian Cultural-Educational Center the following described real property:

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 Mary 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; thence north 89° 46' 50" west, 30.006 feet to the east line of U. S. C. G. Antenna Tract; thence south 0° 08' 09" east, 30.092 feet to a monument which is the southeast corner of U. S. C. G. Antenna Tract and the true point of beginning; thence continuing south 0° 08' 09" east, 96.918 feet; thence south 59° 46' 58" east, 608.608 feet; thence north 82° 27' 22" east, 98.724 feet; thence north 86° 55' 03" east, 87.87 feet; thence south 7° 58' 59.2" west, 327.71 feet; thence south 15° 04' 46.1" west, 624.235 feet; thence north 70° 21' 46.3" west, 353.429 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, 307.309 feet; thence north 10° 53' 11" east, 240.665 feet; thence north 21° 41' 17.4" east, 195.051 feet; thence north 41° 20' 54" east, 186.784 feet to the west line of said U. S. C. G. Antenna Tract; thence south 85° 46' 59" east along said south line, 250.00 feet to the true point of beginning.

for a term of 99 years, subject to successive 99 year renewals at the option of the lessee, and upon the further terms and conditions contained in said Exhibit "A."

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 25th day of November, 1974, and signed by me in open session in authentication of its passage this 25th day of November, 1974.

SAM SMITH,
President of the City Council.

Approved by me this 29th day of November, 1974.

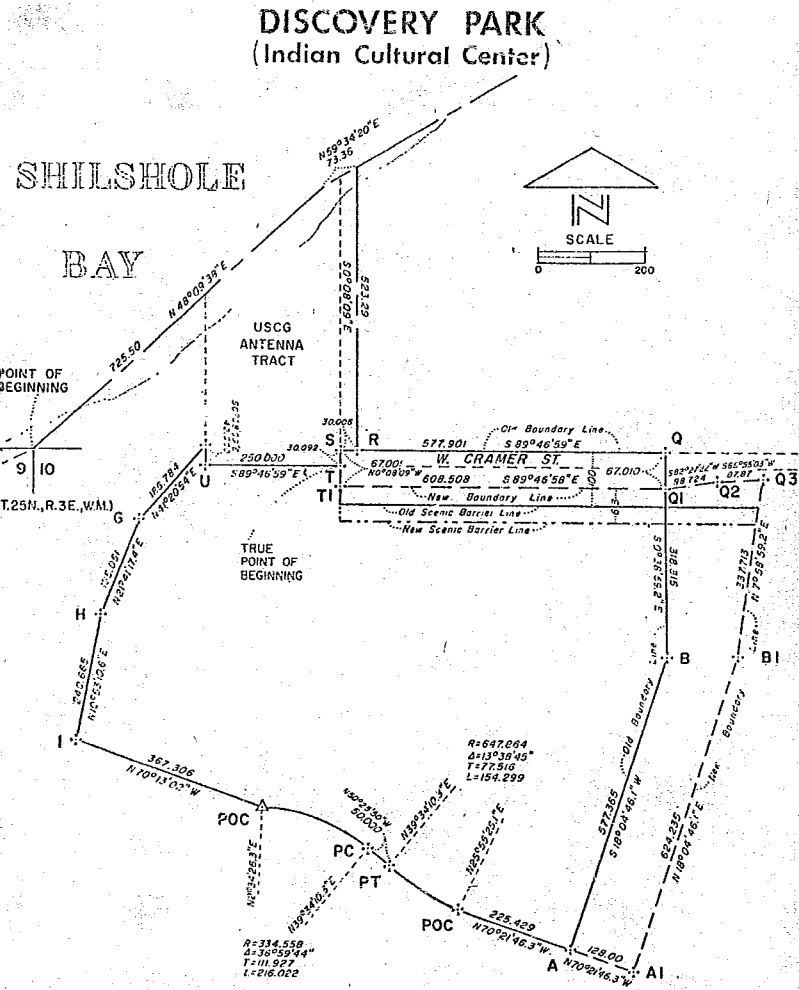
WES UHLMAN,
Mayor.

Filed by me this 29th day of November, 1974.

Attest: C. G. ERLANDSON,
City Comptroller and
City Clerk.

(Seal) By J. P. FENTON,
Deputy Clerk.

Publication ordered by C. G. ERLANDSON, Comptroller and City Clerk.
Date of Official Publication in the Daily Journal of Commerce, Seattle, December 4, 1974.
(C-722)



REFERENCE:
PARK DEPT. F.B. 350, p.77
FORT LAWTON MILITARY RESERV. MAP
TIDE LANDS MAP, sheet 7
LEGAL DESCRIP. OF U.S.C.G. ANTENNA TRACT

I CERTIFY THAT THE PARCEL DESIGNATED AS "INDIAN CULTURAL CENTER" IS BASED ON ACTUAL SURVEY AND THAT THE COURSES AND DISTANCES ARE ACCURATELY SHOWN ON THE ABOVE MAP.

Janet K. Kelly July 2 - 1974
SUPERVISOR OF MAPPING AND LAND SURVEY
CITY OF SEATTLE - ENGINEERING DEPARTMENT



EXHIBIT "A" [to ordinance and to lease]

TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Steve K. Chapman

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO:

P&G

FIN.

Samuel Williams

PRESIDENT'S SIGNATURE