

Authorizes lease agreement with the Pacific Science Center for City to use portions of the Science Center's property for public park and viewpoint purposes.

77:C:32

Ordinance No. 109107

AN ORDINANCE authorizing a license agreement between the City and the Pacific Science Center Foundation for use by the City of portions of said Foundation's property for public parks and viewpoint purposes and providing payment therefor.

6-4-80 PASS AS AMENDED 2-0 (SS, 6B)

DOLORES SIBONGA ABSTAIN

COMPTROLLER

FILE NUMBER

ENGROSSED BILL

Council Bill No. 101382

INTRODUCED: May 27, 1980	BY: EXECUTIVE REQUEST
REFERRED: May 27, 1980	TO: PARKS & COMMUNITY SERVICES
REFERRED:	
REFERRED:	
REPORTED: JUN 9 1980	SECOND READING: JUN 9 1980
THIRD READING: JUN 9 1980	SIGNED: JUN 9 1980
PRESENTED TO MAYOR: JUN 10 1980	APPROVED: JUN 18 1980
RETD. TO CITY CLERK: JUN 18 1980	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:

LAW DEPARTMENT

SEE BACK COVER

C.F. 289666 -License Agreement betwn City & the Pacific Science Ctr. Foundation for City to
to use part of their property as public park & view area, etc...

PUB
BLDG. (BC)
ENG.
E. O.
A. C.
E. E.
C. O.
LIGHT

LAW DEPARTMENT

SEE BACK COVER

C.F. 289666 -License Agreement betwn City & the Pacific Science Ctr. Foundation for City to
to use part of their property as public park & view area, etc...

FUB (8C)
BLDG.
ENG.
B. O.
A. C.
S. E.
C. O.
LIGHT

ORDINANCE 109107

AN ORDINANCE authorizing a license agreement between the City and the Pacific Science Center Foundation for use by the City of portions of said Foundation's property for public parks and viewpoint purposes and providing payment therefor.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That as recommended by the Mayor in the materials contained in this ordinance file, the Seattle Center Director or his appointed designee is authorized for and on behalf of The City of Seattle to execute an agreement with the Pacific Science Center Foundation substantially in the form contained in this file and identified as "Agreement" granting to the City a license to use certain real property adjacent to the Pacific Science Center, identified here specifically in Exhibit "A" to said Agreement, for public park and viewpoint purposes for a term of three (3) years commencing January 1, 1980, except that either party may terminate the agreement by giving written notice of termination to the other party at least ninety (90) days before January 1 during any year of said Agreement, for an annual consideration of One Hundred Twenty-five Thousand Dollars (\$125,000) to be provided in the Annual Budget, which consideration shall be divided between cash payments and certain in-kind services to be provided by the Seattle Center Department, and upon the further terms and conditions contained in Exhibit "A"; provided, however, the Mayor is authorized and directed to modify Section 4 of the proposed Agreement to provide that the Agreement shall be automatically renewed on a year to year basis after the initial three (3) year term subject to all other provisions of the Agreement including termination provisions thereof.

(To be used for all Ordinances except Emergency.)

Section 2. Execution of the agreement authorized in Section 1 and any other act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 3. 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 9 day of JUNE, 1980
and signed by me in open session in authentication of its passage this 9 day of JUNE, 1980

[Signature]
President of the City Council.

Approved by me this 18 day of June, 1980

[Signature]
Mayor.

Filed by me this 18 day of June, 1980

Attest: *[Signature]*
City Comptroller and City Clerk.

(SEAL)

Published _____

By *[Signature]*
Deputy Clerk.

AGREEMENT

This Agreement is made by and between the City of Seattle acting through the Seattle Center Department, herein called the "City" and the "Seattle Center", respectively; and the Pacific Science Center Foundation, a Washington nonprofit corporation, herein called the "Foundation".

AGREEMENTS

NOW, THEREFORE, the parties mutually agree as follows:

1. OPERATION OF THE PACIFIC SCIENCE CENTER. The Foundation hereby agrees to manage and operate the Pacific Science Center as an adjunct of the Seattle Center and to display scientific exhibitions, perform educational functions and undertake related services at the Pacific Science Center.
2. PUBLIC AREAS. The Foundation hereby grants to the City a license with respect to the property described on Exhibit "A" hereto to be used as part of the Seattle Center as a public park and view point, herein called the "Licensed Property". The Licensed Property shall consist of approximately 199,300 square feet, which includes: Landscaped areas and walkways (1) on the east (35,000 square feet); (2) on the north and west (32,000 square feet); (3) south (30,000 square feet); (4) Entry Plaza and View Area (8,500 square feet); and (5) Interior Courtyard, including north and south pools and Rest Area Building (93,800 square feet).

The Foundation shall provide free access for the general public to areas (1), (2), (3), and (4) at all times the Seattle Center is open to the general public, and to area (5) during reasonable hours when the exhibit areas of the Pacific Science Center are closed.

This license to the City shall be subject to all the terms and conditions set forth in the deed from the United States Government to the Foundation, dated October 26, 1974, attached hereto, titled Exhibit "B", and shall not become effective until necessary consents, if any, shall be obtained.

3. PAYMENT BY THE CITY. In consideration of the license of the Licensed Property to the City, and for the duration the license is effective, the City agrees to pay annually to the Foundation \$120,000.00, payable as follows: (1) Equal quarterly payments of \$30,000.00 each, on the first business day of January, April, July and October, and (2) the City shall provide sufficient "in-kind" services to maintain the landscaped areas described in paragraph 2 above at a level comparable with the landscaped areas of Seattle Center, including, but not restricted to, mowing, spraying, planting, pruning, etc., which is hereby deemed to be an annual value of \$5,000.00.

4. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from January 1, 1980, terminating on December 31, 1982, except that either of the parties may terminate this agreement by giving written notice of termination to the other party at least ninety (90) days prior to January 1 of any year during the term of this Agreement.

5. ACCEPTANCE. Foundation and City accept the premises in present condition, and covenant that no representations or warranties, express or implied, have been made by or on behalf of City or Foundation with respect to premises condition, use or occupancy and that City or Foundation shall not be liable for latent or patent defects in the premises.

6. INDEMNITY. City and its employees shall not be liable for any injury (including death) to any person or persons or for damage to property, regardless of how such injury or damage be caused or sustained or alleged to have been sustained by Foundation or by others as a result of this Agreement, unless such injury or damage is caused by an act or omission by the City or its employees. Foundation agrees to defend and hold City harmless from all liabilities or expense incurred (including expense of litigation) in connection with any such items of actual or alleged injury or damage.

7. ACCESS AND CONTROL OF FACILITY. City's designated agents, with proper identification credentials, shall have the right at all times to enter premises in performance of their duties. Foundation may issue supplemental identification, if desired. The right of access and examination of premises reserved to City and its agents shall impose no obligation to make inspections to ascertain condition of premises, and shall impose no liability for failure to do so.

8. COPYRIGHT. Foundation agrees to indemnify and hold harmless City from all damage, costs and expense in law or equity for or on account of the use of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Foundation, its contestants and exhibitors, in connection with this Agreement.

9. TRAFFIC REGULATION. City has right to regulate all traffic within the Seattle Center, including the operation and parking of vehicles of Foundation, its invitees, employees and patrons.

10. DELIVERIES. Foundation agrees to observe all Parking and Delivery hours established by the Seattle Center Security Division and will coordinate same with this division.

11. NON-DISCRIMINATION SERVICE AND EMPLOYMENT. Foundation agrees that it will not discriminate by segregation or otherwise against any person or persons because of age, sex, race, creed, color or national origin in furnishing, or by refusing to furnish, to such person or persons the use of premises or services or privileges and accommodation provided in use of premises.

Foundation will comply strictly with all federal, state and local laws, pursuant to non-discriminatory requirements in employment practices and assuring the service of all patrons or customers without discrimination as to any person's age, sex, race, creed, color or national origin.

12. APPLICABLE LAW. This Agreement is to be construed in accordance with all applicable laws, statutes, ordinances and regulations of the Government of the United States, the State of Washington, King County and the City of Seattle.

13. ADMISSION CHARGE. City may make a reasonable charge for admission to the Seattle Center Site, but not to the Pacific Science Center, without affecting the obligation of the parties hereunder or the right of the Foundation to provide additional entrances to the Science Center Building.

14. ARBITRATION. If there should arise any dispute between the parties or as to the scope of meaning of this lease agreement, or of the duties or the performance of such duties of the parties hereto, or compliance with any provision hereof, it is agreed that such matters shall be arbitrated between the parties. If the parties cannot agree, each party shall appoint one arbitrator each, a third arbitrator shall be selected by the two arbitrators so appointed. The decision of a majority of the arbitrators shall be binding, and the expense of such arbitrators shall be borne equally by the City and the Foundation.

15. NO WAIVER. If any term or provision of this Agreement or the application thereof to any person or event shall be invalid or unapplicable, the remainder of terms shall not be affected and will continue in full force and effect.

16. ASSIGNMENTS. Rights and privileges granted by this Agreement are personal in nature and may not be assigned or sublet without written approval by the parties hereto.

17. ENTIRE AGREEMENT. This Agreement, including exhibits, addendums and riders, if any, attached hereto and forming a part hereof, are all of the covenants between the parties. No subsequent change or alteration to this Agreement shall be binding until reduced in writing.

Seattle Center/Pacific Science Center
Agreement

18. ORDINANCE. This Agreement is executed for and on behalf of the
City of Seattle pursuant to the authority of Ordinance _____.

Signed and executed this _____ day of _____, 19 ____.

PACIFIC SCIENCE CENTER FOUNDATION

By _____

(Title)

THE CITY OF SEATTLE
SEATTLE CENTER DEPARTMENT

By _____

Seattle Center Director

(Title)

Seattle Center
Acknowledgement

STATE OF WASHINGTON)
COUNT OF KING) ss

On this _____ day of _____, 19_____, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____,

known by me to be the _____ of the City of Seattle, the municipal corporation that executed the 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 this person is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 19_____.

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

STATE OF WASHINGTON)
COUNTY OF KING) ss

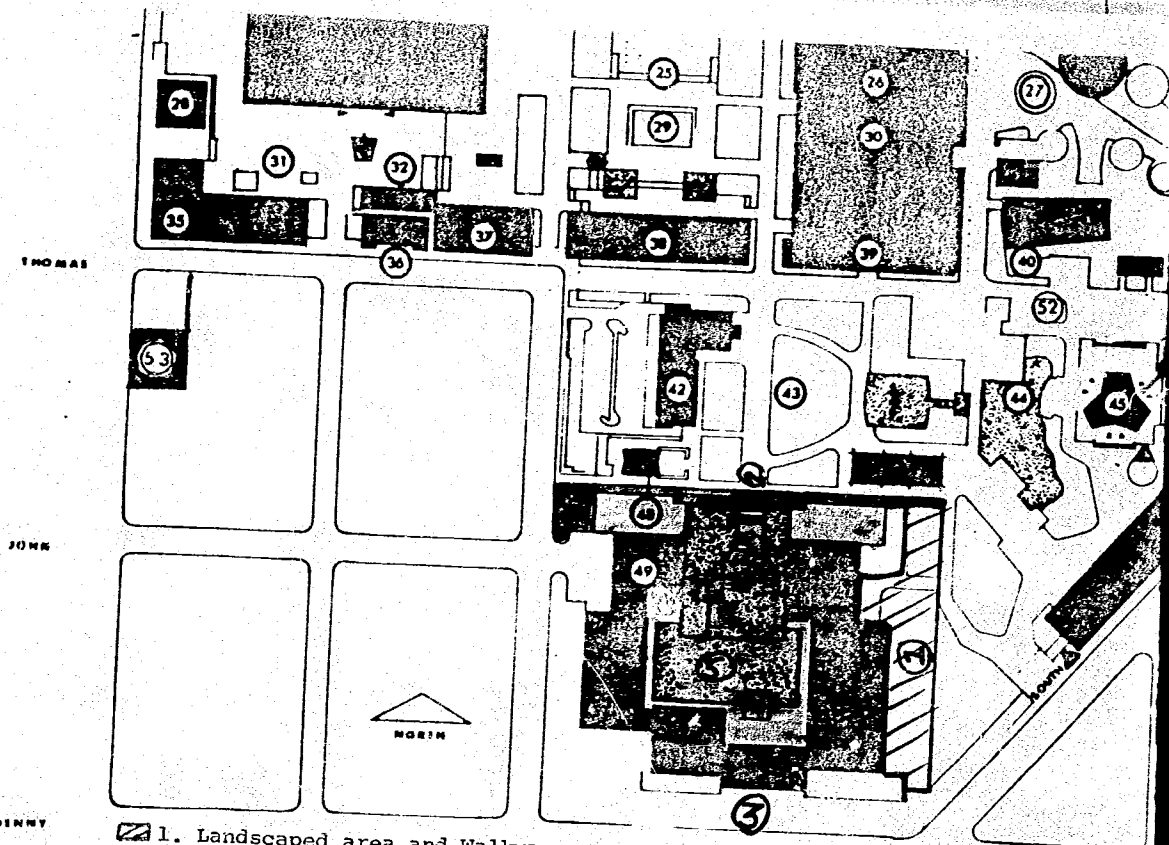
On this _____ day of _____, 19_____, before me the undersigned, a Notary Public in and for the State of Washington, duly commission and sworn, personally appeared _____,

known by me to be the _____ of _____, the corporation that executed the 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 this person is authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 19_____.

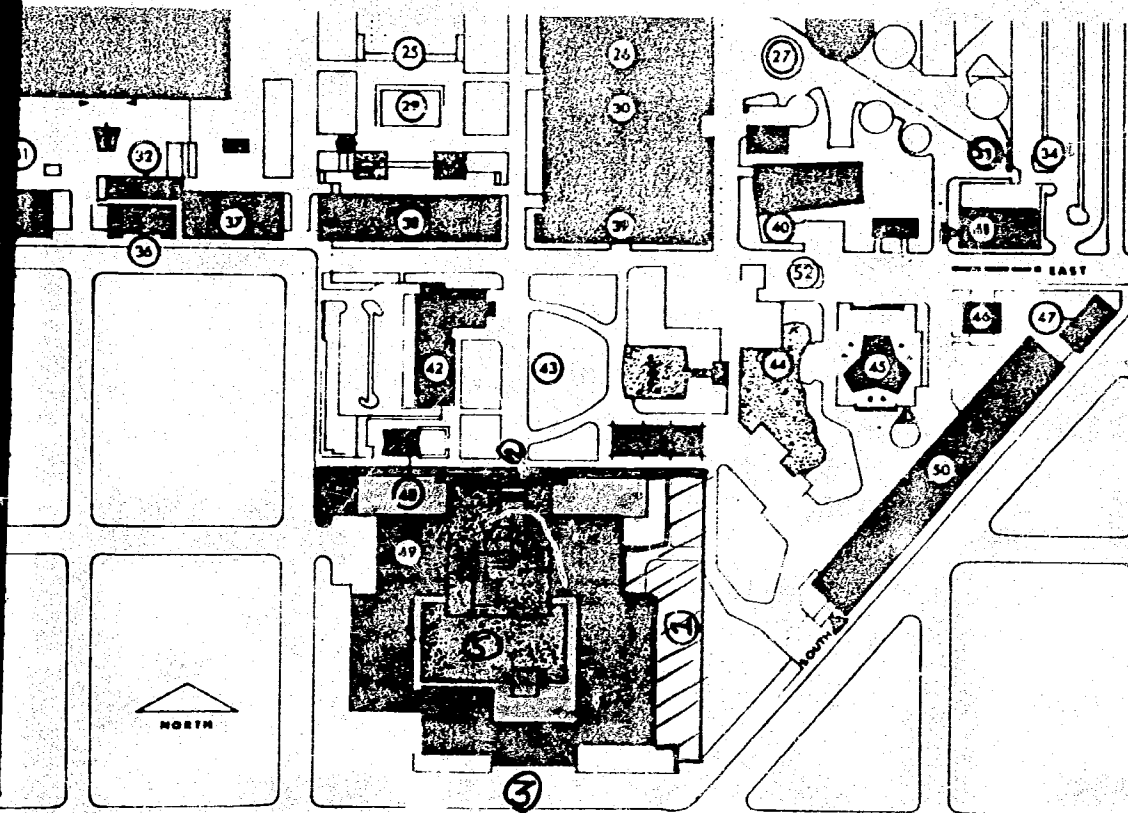
Notary Public in and for the
State of Washington, residing
at _____

PACIFIC SCIENCE CENTER
EXHIBIT "A"



1. Landscaped area and Walkways on the east (35,000 sq. ft.)
2. Landscaped areas & Walkways on north and west (23,5000 sq. ft.)
3. Landscaped area to the south (30,000 sq. ft.)
4. Entry Plaza and View Area (8,500 sq. ft.)
5. Interior Court Yard, including north and south pools and Rest Area Bldg.

EXHIBIT "A" (Pacific Science Ce



Landscaped area and Walkways on the east (35,000 sq.ft.)
 Landscaped areas & Walkways on north and west (23,5000 sq. ft.)
 Landscaped area to the south (30,000 sq. ft.)
 Entry Plaza and View Area (8,500 sq. ft.)
 Superior Court Yard, including north and south pools and Rest Area Bldg. (93,800 sqft.)

EXHIBIT "A" (Pacific Science Center)

**Your
Seattle
Center**



John W. Fearey, Director
Charles Royer, Mayor

April 29, 1980

RECD OMB MAY 13 1980

The Honorable Paul Kraabel, President
Seattle City Council
1106 Municipal Building
Seattle, WA 98104

Dear Councilman Kraabel:

Enclosed is a copy of a proposed agreement between the City and the Pacific Science Center for the period January 1, 1980 through December 31, 1982.

The agreement provides a license to the City for use of the landscaped portions of the Pacific Science Center property for a public park and viewpoint during periods when Seattle Center is open to the general public. The interior courtyard will be available to Seattle Center at reasonable times when the exhibit areas of the Pacific Science Center are closed.

The City agrees to pay the Pacific Science Center \$120,000 annually, budgeted in Finance General, in equal quarterly installments of \$30,000 each on January 1, April 1, July 1, and October 1st of each year. Seattle Center will provide in-kind services maintaining the landscaped areas which are deemed to value \$5,000 annually.

Sincerely,

Richard H. Lonien
Assistant Director
Administration/Operations

RHL:jsg

Enclosure

cc: Betty Sawyer

**Your
Seattle
Center**



John W. Fearey, Director
Charles Royer, Mayor

April 29, 1980

The Honorable Paul Kraabel, President
Seattle City Council
1106 Municipal Building
Seattle, WA 98104

Dear Councilman Kraabel:

SUBJECT: REQUEST FOR LEGISLATIVE ACTION

In conformance with City of Seattle Standard Operating Procedure 100-014,
the following information is submitted:

Section 1 - Title of Proposal

Agreement between City of Seattle and the Pacific Science Center.

Section 2 - Statement of Objectives

To enter into proposed agreement.

Section 3 - Fiscal Requirements

Payment to the Pacific Science Center of \$120,000 annually during term
of agreement January 1, 1980 - December 31, 1982. Seattle Center to
provide \$5,000 annually of in-kind gardening services for term of the
agreement.

Section 4 - Personnel Requirements

None

Section 5 - Facilities and Equipment Requirements

None

Section 6 - Evaluation Criteria and Reporting

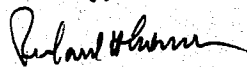
None

The Honorable Paul Kraabel
April 29, 1980
Page Two

Section 7 - Alternatives

Not enter into agreement.

Sincerely,



Richard H. Lonien
Assistant Director
Administration/Operations

RHL:jsg

cc: Betty Sawyer

**Your
Seattle
Center**

John W. Fearey, Director
Charles Royer, Mayor

April 11, 1980

RECEIVED

APR 16 1980

GEORGE E. BENSON



The Honorable George Benson
Seattle City Council
1106 Municipal Building
Seattle, WA 98104

ATTENTION: Betty Sawyer, OMB

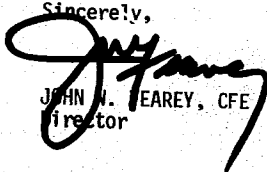
Dear Councilman Benson:

SUBJECT: PACIFIC SCIENCE CENTER

There has been no change in the basic position of the Mayor's Office as contained in the 1980 budget submission and the resultant Statement of Legislative Intent from the City Council. That was an offer to renew the lease agreement for a period of three (3) years at the 1975-1979 figure of \$120,000 per year plus \$5,000 of "in-kind" gardening service by Seattle Center. The funding was to come from the General Fund of the City.

Presently, the Pacific Science Center is lobbying for a one year agreement, January 1 to December 31, 1980 at the same funding level as 1975-1979.

Sincerely,


JOHN W. FEAREY, CFE
Director

JWF:jsg

cc: Casey Jones
Richard H. Lonien

G.B. # 1415

Your City, Seattle

Executive Department-Office of Management and Budget

Casey Jones, Director
Charles Royer, Mayor



May 8, 1980

COPY OF WITHIN RECEIVED

The Honorable Douglas Jewett
City Attorney
City of Seattle

MAY 14 1980

Douglas N. Jewett
CITY ATTORNEY

Handwritten signature of Douglas N. Jewett

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Seattle Center

SUBJECT: A lease agreement between the City of Seattle and the Pacific Science Center providing a license to the City for use of portions of the Pacific Science Center property for a public park and viewpoint. The agreement, for \$120,000 annually and \$5,000 annual in-kind gardening services, will last from January 1, 1980 through December 31, 1982.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- () Do not file with City Council but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,

Charles Royer
Mayor

By

Handwritten signature of John Saven

John Saven
Acting Budget Director

JS/bs/pa

Enclosure

An equal employment opportunity - affirmative action employer.

City of Seattle-Executive Department • Office of Management and Budget • Room 402 Municipal Building • Seattle, Washington 98104 • 625-2551



Seattle City Council
Memorandum

Date: April 25, 1980

To: Norman B. Rice, Chair
Budget Committee

From: George E. Benson, Member
Seattle City Council

Subject: First Interim Budget Review Report on
Pacific Science Center General Fund Support

The Seattle Center has submitted the attached letter reiterating the Mayor's recommendation made during the 1980 Budget review that a three-year lease be offered to the Pacific Science Center at the existing rate of \$120,000 per year plus \$5,000 of in-kind services. I have attached, also, the November 1, 1979 OMB issue paper giving some background on the issue.

I support the renewal of the Pacific Science Center's lease for a three-year period beginning January 1, 1980 because of the benefit derived from the Science Center by the citizens of Seattle and the Seattle Center.

I do not support an increase in the City's contribution to the Science Center at this time due to limited City resources. A three-year lease will prevent escalation of the rent in the near future.

Although I support the Mayor's recommendation, I take issue with the intent expressed in the OMB issue paper that the purpose of a new three-year lease is to grant the Science Center a reasonable amount of time to seek other funding sources. The City Council should make clear its intent to continue to support the Science Center and renegotiate at the end of the three-year lease.

I have discussed my position with Bonnie DeTurck and Harold Forsen of the Pacific Science Center who both have indicated support.

I will be requesting the necessary authorizing ordinance for Parks & Community Services Committee review and will indicate the intent to renew after three years in the Committee's action.

GEB:ram:cba
Attachments

cc: All Councilmembers
Mayor Royer
Casey Jones
Jack Fearey
Bonnie DeTurck
Harold Forsen

*Copies sent
4-25-80*

LEASE AGREEMENT BETWEEN PACIFIC SCIENCE CENTER AND SEATTLE CENTER

I. Statement of Problem

The Statements of Legislative Intent for the 1979 Budget say that:

The City Council intends that the Seattle Center Department 1980 operating budget be supported by Seattle Center Department generated revenue as fully as practicable. . . . The City Council desires to eliminate General Fund support for this department if possible.

The Pacific Science Center lease agreement with Seattle Center will expire on December 31, 1979. Pacific Science Center has proposed a renewal agreement for \$190,000 over a three-year period. The current agreement is at \$120,000. The increased proposal is based, according to Pacific Science Center, upon higher property value and provision of one free day per week for citizens to enter Science Center exhibits and programs (excluding IMAX and Lasarium):

\$168,000	Lease Agreement
22,000	Free Day Per Week
\$190,000	Total

II. Summary of Proposed Action

The Executive has made an offer to renew the agreement for a period of three years effective January 1, 1980 through December 31, 1982. The agreement would continue at the current rate of \$120,000 per year, payable on a quarterly basis. Seattle Center would also provide "in-kind" gardening services equal to \$5,000.00 for each year of the agreement. No further dollar agreements would be initiated after the December, 1982 date.

The intent of the Executive proposal is to help make Seattle Center as self-sufficient as possible and to grant Pacific Science Center a reasonable amount of time in which to seek other funding sources.

III. Background Information

The initial involvement of the City with the Pacific Science Center began in 1965, when the City became a party to the original lease of buildings and grounds with the federal General Services Administration. A "revokable License to Operate" was entered into for an annual fee of \$1.00. Concurrently, the Pacific Science Center Foundation entered into an agreement with the City to operate the Pacific Science Center and the City agreed to provide "housekeeping" expenses. In 1974, General Services Administration transferred the ownership of the buildings and grounds to the Pacific Science Center Foundation. This transferral altered the City's ability to legally continue its involvement with the Pacific Science Center.

Consequently, the Pacific Science Center Foundation proposed to license the use of certain portions of its property as an extension of the Seattle Center "park" in return for an annual payment by the City. The money was to be used for various operating costs to the Pacific Science Center.

The ordinance establishing the agreement between the Pacific Science Center and the Seattle Center was passed on November 17, 1975. Within the agreement, the Pacific Science Center Foundation grants a license to the City for use of the following land area:

East:	35,000 square feet
North and West:	32,000 square feet
Entry Plaza and ^{Street}	3,500
View Area:	8,500 square feet
Interior Court:	93,800 square feet

The City agreed to make a cash payment of \$120,000 and \$5,000 in-kind gardening services to the Pacific Science Center over a five-year period. The agreement provides free access for the general public to aforementioned areas during operating hours of both Seattle Center and the Pacific Science Center.

BJS/at

SH-2-57

QUITCLAIM DEED

741130728

THIS INDENTURE, made as of the 16th day of October 1974, between the UNITED STATES OF AMERICA, acting by and through the Secretary of Health, Education, and Welfare (herein called the Secretary), acting by and through the Regional Director for Region X of the Department of Health, Education, and Welfare (herein called the Department), under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended and the Civil Rights Act of 1964 (78 Stat. 241), and regulations promulgated thereunder, GRANTOR, and Pacific Science Center Foundation, Seattle, Washington, a private non-profit corporation, GRANTEE;

WITNESSETH:

The said GRANTOR in consideration of the reservations, conditions, covenants and restrictions hereinafter set forth and the agreement of the said GRANTEE faithfully to observe and perform the same, and of other good and valuable considerations, receipt of which is hereby acknowledged, does hereby REMISE, RELEASE AND QUITCLAIM unto the said GRANTEE, its successors and assigns, all of the right, title, interest, property and estate of the said GRANTOR in or to the real property commonly known as the Pacific Science Center, more particularly described in the attached Exhibit One, which by this reference is incorporated herein and made a part hereof the same as if fully set forth herein, (hereinafter sometimes called "the above-identified property").

7
SUBJECT TO all easements, liens, reservations, exceptions or interests of record or now existing on the above-identified property.

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TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever in law as well as in equity of the said GRANTOR, of, in or to the above-identified property for every part and parcel thereof, except as herein otherwise expressly provided and except as the same or any thereof are herein reserved conditioned, limited or restricted.

TO HAVE AND TO HOLD the above-identified property, together with the appurtenances, unto the said GRANTEE, its successors and assigns and each of them, PROVIDED, HOWEVER, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the said GRANTEE, its successors or assigns, and each of them as follows:

1. That for a period of thirty (30) years from the date of this deed the above-identified property herein conveyed shall be utilized continuously for educational purposes in accordance with the proposed program and plan as set forth in the Application of the GRANTEE dated January 29, 1974 as amended or supplemented by further communications from the GRANTEE to the Department and each and all of the letters, maps, drawings and other papers transmitted with or referred to in any of the foregoing, and for no other purpose.
2. That during the aforesaid period of thirty (30) years the said GRANTEE will resell, lease, mortgage, or encumber or otherwise dispose of the above-identified property or any part thereof or

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- interest therein, only as the Secretary, or his successor in function, in accordance with the applicable regulations may authorize in writing.
3. That one year from the date of this deed and annually thereafter for the aforesaid period of thirty (30) years, unless the Secretary, or his successor in function, otherwise directs, the GRANTEE will file with the Department, or its successor in function, reports on the operation and maintenance of the above-identified property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purpose specified in the above-identified program and plan.
 4. That during the aforesaid period of thirty (30) years the GRANTEE will at all times be and remain a tax-supported institution or a non-profit institution, organization, or association exempt from taxation under Section 101(6) of the 1939 Internal Revenue Code or Section 501(c) (3) of the 1954 Internal Revenue Code.
 5. That for the period during which the above-identified property is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the GRANTEE hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 C.F.R. Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the

ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition subsequent numbered 1 above or under any other program or activity of the GRANTEE, its successors or assigns, to which such Act and Regulation apply by reason of this conveyance.

7411130728

In the event of a breach of any of the conditions subsequent set forth above whether caused by the legal or other inability of said GRANTEE, its successors or assigns, to perform any of the obligations herein set forth, all right, title and interest in and to the above-identified property shall at the option of the GRANTOR, revert to and become the property of the UNITED STATES OF AMERICA, which, in addition to all other remedies for such breach, shall have an immediate right of entry thereon, and the said GRANTEE, its successors or assigns, shall forfeit all right, title and interest in and to the above-identified property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Secretary, or his successor in function, to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or relinquishment of the future performance of any such conditions, but the obligations of the said GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect; PROVIDED, FURTHER that in the event the UNITED STATES OF AMERICA fails to exercise its option to re-enter the premises for any such breach of conditions subsequent numbered 1, 2, 3, and 4 within thirty-one (31) years from the date of this conveyance said conditions numbered 1, 2, 3, and 4 together with all rights of the UNITED STATES OF AMERICA to re-enter for any breach thereof as in this paragraph provided, shall, as of that date, terminate and be extinguished; PROVIDED FURTHER that the expiration of conditions subsequent numbered 1, 2, 3, and 4, and the rights

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to re-enter shall not affect the obligation of the GRANTEE, its successors and assigns, with respect to condition subsequent numbered 5 herein or the right reserved to the UNITED STATES OF AMERICA to re-enter for breach of said condition.

In the event title to the above-identified property is reverted to the UNITED STATES OF AMERICA for noncompliance or voluntarily reconveyed in lieu of reverter, the said GRANTEE, its successors and assigns, at the option of the Secretary, or his successor in function, shall be responsible and shall be required to reimburse the UNITED STATES OF AMERICA for the decreased value of the above-identified property not due to reasonable wear and tear, acts of God and alterations and conversions made by the said GRANTEE to adapt the property to the use for which the property was acquired. The UNITED STATES OF AMERICA shall, in addition thereto, be reimbursed for such damages, including such costs as may be incurred in recovering title to or possession of the above-identified property, as it may sustain as a result of the noncompliance.

The said GRANTEE may secure abrogation of the conditions subsequent numbered 1, 2, 3, and 4 herein by:

- a. Obtaining the consent of the Secretary or his successor in function; and
- b. Payment to the UNITED STATES OF AMERICA in accordance with the following conditions:
 - (i) If abrogation is requested by the GRANTEE for the purpose of making the property or a portion thereof available to serve the needs or purposes of a third party, payment shall be based upon the current fair value, as of the date of any such requested abrogation, of the property to be released from the conditions and restrictions, less amortized credit at the rate of three and one-third (3-1/3) percent of the public benefit allowance granted on the original sale price for each twelve (12) months during which the property

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has been utilized in accordance with the purposes specified in the above-identified program and plan.

(ii) If abrogation is requested by the GRANTEE for the purpose of making the property available as security for financing of new construction, for acquiring substitute or better facilities, or for relocating elsewhere, all for the purpose of further advancing or promoting the program specified in the above-identified program and plan, payment shall be based upon the public benefit allowance granted to the GRANTEE of one hundred (100%) percent from the sale price of Seven Million One Hundred Thousand and no/100's (\$7,100,000.00) Dollars as of the date of this instrument, less a credit at the rate of three and one-third (3-1/3) percent of the public benefit allowance granted for each twelve (12) months during which the property has been utilized in accordance with the purpose specified in the above-identified program and plan; provided however, the GRANTEE shall execute such agreement, supported by surety bond or other security that may be deemed by the Secretary to be necessary or advisable, to assure that the proceeds of sale obtained by GRANTEE in any disposal of any portion of the property for effectuating one or another of the aforesaid purposes for which abrogation is requested, will be devoted to the program use specified in the above-identified program and plan.

The GRANTEE by the acceptance of this deed covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein conveyed or any part thereof --

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which covenant shall attach to and run with the land for so long as the property herein conveyed is used for a purpose for which the Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the GRANTOR and its successors against the GRANTEE, its successors and assigns, and every successor in interest to the property, or any part thereof -- that it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 C.F.R. Part 80) issued pursuant to that title and as in effect on the date of this deed, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program and plan referred to in condition subsequent numbered 1 above or under any other program or activity of the GRANTEE, its successor or assigns, to which such Act and Regulation apply by reason of this conveyance.

The GRANTEE, by the acceptance of this deed, covenants and agrees to itself, and its successors and assigns that in the event the GRANTOR exercises its option to revert all right, title and interest in the property to the GRANTOR, then the GRANTEE shall provide protection and maintenance of said property at all times until such time as the title is actually reverted to GRANTOR, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum conform to the standards prescribed by General Services Administration in its regulations FPMR 101-47.4913 (41 C.F.R. Part 101) in effect as of the date of this deed.

The GRANTEE by the acceptance of this deed further covenants

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and agrees for itself, its successors and assigns, that in the event the property conveyed hereby, or any part or interest therein, is sold, leased, mortgaged, encumbered or otherwise disposed of, or is used for purposes other than those set forth in the above-identified program and plan without the written consent of the Secretary, or his successor in function, all rents, royalties, revenues, receipts or the reasonable value, as determined by the Secretary, or his successor in function, of any other benefits to the GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use shall be considered to have been received and held in trust by the GRANTEE for the GRANTOR and shall be subject to the direction and control of the Secretary, or his successor in function.

The GRANTEE by the acceptance of this deed further covenants and agrees for itself, its successors or assigns, that at all times during the period that title to said property is vested in the GRANTEE subject to conditions subsequent numbered 1, 2, 3, and 4 hereinbefore set forth (except for any period during which the GRANTOR exercises the right to repossess, control and use the same as provided in the next succeeding paragraph hereof) the GRANTEE shall at its own sole cost and expense keep and maintain the property and the improvements thereon, including all buildings, structures and equipment at any time situate upon said property, in good order, condition and repair, and free from any waste whatsoever; and in the event any thereof shall need restoration or repair, or shall become lost, damaged or destroyed by any cause other than ordinary wear and tear, acts of God or alterations or conversions made by the GRANTEE to adapt the property to the use for which it is acquired, the GRANTEE will promptly repair and restore the property or improvements to their former condition and use or, in the case of improvements, will replace them with equivalent or more suitable improvements. If the GRANTEE, its successors or assigns, shall

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cause any of said improvements to be insured against loss, damage or destruction and any such loss, damage or destruction shall occur during the period GRANTEE holds title to said property subject to conditions subsequent numbered 1, 2, 3, and 4, said insurance and all moneys payable to the GRANTEE, its successors or assigns, thereunder shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by the GRANTEE for the purpose of repairing such improvements and restoring the same to their former condition and use or for the purpose of replacing said improvements with equivalent or more suitable improvements or, if not so used, shall be paid over to the Treasurer of the United States in an amount not exceeding the unamortized public benefit allowance of the improvements lost, damaged or destroyed.

The GRANTEE by the acceptance of this deed further covenants and agrees for itself, its successors and assigns, that the UNITED STATES OF AMERICA shall have the right during any period of emergency declared by the President of the United States or by the Congress of the United States to the full unrestricted possession, control and use of the property hereby conveyed, or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the thirty (30) year period of restricted use by the GRANTEE, such use may be either exclusive or nonexclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use nonexclusively or over which it may have non-exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the

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said GRANTEE without Government aid and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear and acts of God and the common enemy excepted. Subsequent to the expiration or termination of the thirty (30) year period of restricted use, the obligations of the Government shall be as set forth in the preceding sentence, and in addition the Government shall be obligated to pay a fair rental for all or any portion of the conveyed premises which it uses.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

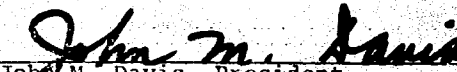
UNITED STATES OF AMERICA
Acting by and through the Secretary
of Health, Education, and Welfare
GRANTOR

By


BERNARD E. KELLY, Regional Director
Region X, Department of Health,
Education, and Welfare

PACIFIC SCIENCE CENTER FOUNDATION,
Seattle, Washington
GRANTEE

By


John M. Davis, President
Pacific Science Center Foundation

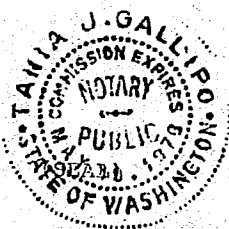
By


James R. Backstrom, Director
Pacific Science Center

STATE OF WASHINGTON)
County of King) ss

On this 26th day of October, 1974, before me personally appeared BERNARD E. KELLY, to me known to be the Regional Director for Region X, Department of Health, Education, and Welfare, and known to me to be the person who executed the within instrument on behalf of the Secretary of Health, Education, and Welfare for the United States of America, and acknowledged to me that he subscribed to the said instrument the name of the United States of America and the name of the Secretary of Health, Education, and Welfare on behalf of the United States of America, and further that the United States of America executed the said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Tania J. Gallipo
Notary Public in and for the State of
Washington, residing at Bellevue, WA

May 18, 1978
My commission expires:

STATE OF WASHINGTON)
County of King) ss

On this 26th day of October, 1974, before me personally appeared JOHN M. DAVIS and JAMES R. BACKSTROM, known to me to be the President and Director respectively of the Pacific Science Center, known to me to be authorized to execute said instrument on behalf of the Pacific Science Center Foundation, and acknowledged said instrument to be the free and voluntary act and deed of said Foundation, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Tania J. Gallipo
Notary Public in and for the State of
Washington, residing at Bellevue, WA

May 18, 1978
My commission expires:

JUN 9 - 1980

GB, SS, PASS AS AMENDED

6B, SS, 1955

Leo J. Benas Chairman

..... Chairman

Committee

Committee

ORD # 109107

AMENDMENT NO. 1 TO THE
AGREEMENT
between
THE CITY OF SEATTLE
and
THE PACIFIC SCIENCE CENTER FOUNDATION

In accordance with Ordinance 109107, Section 4 of the Agreement is changed to read:

4. TERM OF AGREEMENT: The term of this Agreement shall be for three (3) years from January 1, 1980, terminating on December 31, 1983, after which the Agreement shall be automatically renewed on a year to year basis, except that either of the parties may terminate this Agreement by giving written notice of termination to the other party at least ninety (90) days prior to January 1 of any year during the term of this Agreement.

All other provisions of this Agreement remain unchanged and in full force and effect.

The City of Seattle
Seattle Center Department

Pacific Science Center Foundation

Director

Director

**Your
Seattle
Center**



MEMORANDUM

March 29, 1983

To: City Clerk's Office
From: Kathy Scanlan, Deputy Director, Seattle Center *JL for Kathy Scanlan*
Subject: AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
SEATTLE AND THE PACIFIC SCIENCE CENTER FOUNDATION

Enclosed, please find one copy of the fully executed Amendment referenced above, for the term January 1, 1980 terminating on December 31, 1983.

Please file this document with your records.

Thank you.

KS:jgg

Enclosure

cc: Lucy Gaskill-Gaddis
(with copy of amendment)

FILED
CITY OF SEATTLE
MAR 30 PM 2:52
CONTROLLER AND CITY CLERK