



**Legislative Department  
Seattle City Council  
Memorandum**

**Date:** September 20, 2011  
**To:** Parks and Seattle Center Committee  
**From:** Norm Schwab, Council Central Staff  
**Subject:** **Amendment to C.B. 117285  
KEXP Lease at Seattle Center Northwest Rooms**

*Norm Schwab*

KEXP, Seattle Center and Council Central Staff have agreed to the following proposed amendment relating to progress reporting on business planning and fundraising efforts in advance of the lease commencement date, and recommend approval by the Committee.

**NEW SECTION 3.2 Commencement Conditions Report.** On or before November 1, 2012, KEXP shall provide the City with a written report, for review by the Director and City Budget Director, regarding the most current results of KEXP's fundraising efforts, the current design of the Initial Improvements, KEXP's business plan as it relates to the use of the Premises, and any other information relevant to show KEXP's progress toward meeting the Commencement Conditions in Section 1.5. Notwithstanding the foregoing, in no event shall KEXP be required to include in the report described in this Section 3.2 the names of specific donors, specific donor prospects, or dollar amounts pledged by specific actual or prospective donors.

**REVISED and RENUMBERED 3.32.2 Conditions for KEXP Exercise of Lease Options.** In addition to paying the Option Fee, KEXP shall provide the City written notice by May 1, 2013 of KEXP's decision to exercise the first one-year Option, and by May 1, 2014 for the second one-year Option, time being of the essence. The written notice shall include an updated report with the information described in Section 3.2, and any other information that will assist the Director and City Budget Director in reviewing KEXP's progress towards satisfying the Commencement Conditions and the anticipated Commencement Date. Notwithstanding KEXP's exercise of an Option, and provided that the conditions in Section 1.5 have been satisfied, KEXP may cause the Commencement Date to occur at any time after November 1, 2013 upon six (6) months written notice to the Seattle Center.

(NOTE: References to the prior Section 3.2. will be renumbered as well as the subsequent paragraphs of Section 3.)