

ORDINANCE No. 112329

Law Department

COUNCIL BILL No. 104921

AN ORDINANCE authorizing an agreement for a second amended statutory warranty deed and execution and delivery of a second amended statutory warranty deed to Rainier Electronics Park and Hsiao-Tall Real Estate Company of the former Sicks Stadium property.

WP

*Deed # 18830A - Original Deed
18665 - Amended "*

6-19-85

De. Ryan

Francis Dill...

COMPTROLLER FILE No.

Introduced: JUN 3 1985	By: EXECUTIVE REQUEST
Referred: JUN 3 1985	To: <i>City Cl.</i>
Referred:	To:
Referred:	To:
Reported: JUN 24 1985	Second Reading: JUN 24 1985
Third Reading: JUN 24 1985	Signed: JUN 24 1985
Presented to Mayor: JUN 25 1985	Approved: JUL 3 1985
Returned to City Clerk: JUL 3 1985	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: 

REC'D CIV. JUN 25 1985

State Department

6-19-85

De Per

Janette Williams

REC'D OMA JUN 25 1985

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GFC:n1
3/87/85
III:ORD6.1

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ORDINANCE 112329

AN ORDINANCE authorizing an agreement for a second amended statutory warranty deed and execution and delivery of a second amended statutory warranty deed to Rainier Electronics Park and Hsiao-Tall Real Estate Company of the former Sicks Seattle Stadium property.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute and the City Comptroller to attest, for and on behalf of The City of Seattle, an Agreement for Second Amended Warranty Deed, substantially in the form of agreement in the attachments hereto, whereby The City agrees to amend the conditions of the deed concerning permitted uses of the former Sicks Seattle Stadium property and to extend the time for design and completion of the Phase II improvements upon certain terms and conditions; and upon execution and delivery to the City of the agreement by Rainier Electronics Park and Hsiao-Tall Real Estate Company to execute and deliver a Second Amended Statutory Warranty Deed substantially in the form of deed in the attachments hereto.

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(To be used for all Ordinances except Emergency.)

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 24th day of June, 1985, and signed by me in open session in authentication of its passage this 24th day of June, 1985.

Murray B. Rice
President of the City Council.

Approved by me this 31st day of July, 1985.

Owen Pappas
Mayor.

Filed by me this 31st day of July, 1985.

Attest: *Jim Hill*
City Comptroller and City Clerk.

(SEAL)

Published _____

By: *J. Harrison Dunbar*
Deputy Clerk.

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

GFC:nl
3/5/85
I:AGREEL.1

AGREEMENT FOR SECOND AMENDED STATUTORY WARRANTY DEED

THIS AGREEMENT, made this date by and between The City of Seattle, a municipal corporation of the State of Washington (City), Rainier Electronics Park, a partnership (Rainier), and Hsiao-Tall Real Estate Company, a partnership, (Hsiao-Tall).

WITNESSETH:

WHEREAS, by Contract for Sale of Property dated November 20, 1978, and filed with the City Clerk under Comptroller's File No. 287762, the City agreed to convey the real property described in Exhibit A, attached hereto, to Rainier who in turn agreed to lease a portion of the property to Hsiao-Tall; and

WHEREAS, by amended statutory warranty deed dated April 6, 1981 and recorded under Auditor's File No. 8203040197, the property described in Exhibit A was conveyed to Rainier, subject to two conditions subsequent; and

WHEREAS, Rainier is desirous of amending one of the conditions in the amended statutory warranty deed and of extending the time for commencement and completion of the Phase II improvements on the property; and the City is agreeable to the amendment and extensions of time upon certain terms and conditions;

NOW, THEREFORE it is mutually agreed as follows:

1. The City hereby agrees to execute and deliver to Rainier and Hsiao-Tall a Second Amended Statutory Warranty Deed, substantially in the form attached hereto, by which condition A is amended to read as follows:

The Grantee, its successors and assigns, will devote the Property only to business and professional offices, light manufacturing, accessory parking, film processing, office space with distribution space, service uses, and uses concomitant to the foregoing or any of them. Retail use shall be permitted as an outlet for on-site manufacturing or to service the immediate employee market.

The Director of the Department of Community Development of The City of Seattle (herein "Director") may approve and permit additional retail uses in the Phase II development area upon a showing that Grantee has made a good faith effort to obtain permitted nonretail uses. Grantee shall submit a plan for marketing the Phase II development area for suitable tenants for permitted nonretail uses to the Director for approval. When the plan has been approved, Grantee shall proceed to implement the plan. In the event that Grantee is unable to obtain a qualified proposal to lease the Phase II development area within ~~nine~~ ^{twelve} months of the approval of the marketing plan, the Director may permit retail uses to be established in the Phase II development area which are consistent with the City's goals as expressed in the Contract for Sale of Property between Grantor and Grantee dated November 20, 1978 and filed with the City Clerk under Comptrollers File No. 287762.

2. It is agreed that the time for completion of the Phase II Improvement as contemplated in Sections 101 and 306 of the Contract for Sale of Property is hereby extended from eight years of the date of the delivery of the initial deed to ~~the property (January, 1987)~~ ^{five} to ~~four~~ years from the date of the Second Amended Statutory Warranty Deed; and that the time for

commencement of the design process for the Phase II Improvement established in Section 302 of the Contract for Sale of Property is hereby extended from six years following the date of delivery of the initial deed (January, 1985) to ~~three~~ ^[three] ~~two~~ ^[two] years from the date of the Second Amended Statutory Warranty Deed.

3. It is agreed that to implement the responsibilities of Section 401A, Employment Opportunities, of the Contract for Sale of Property, Rainier and Hsiao-Tall will encourage business tenants who occupy the Phase II improvements to participate in the Targeted Employment Program administered under the supervision of Seattle's Department of Community Development. Rainier and Hsiao-Tall will inform such business tenants of the existence of the Targeted Employment Program and will cooperate with the City in encouraging their participation in the program.

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DATED this _____ day of _____, 1985.

THE CITY OF SEATTLE

By _____
Mayor

Attest:

City Comptroller and Clerk

RAINIER ELECTRONICS PARK

By _____

HSIAO-TALL REAL ESTATE CO.

By _____

STATE OF WASHINGTON)) ss
COUNTY OF KING))

On this day personally appeared before me CHARLES ROYER and TIM HILL, to me known to be the Mayor and the 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 are 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 first above written.

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

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EXHIBIT A

LEGAL DESCRIPTION

The following described real property situated in the City of Seattle, King County, Washington:

That portion of Edward Hanford Donation Land Claim No. 44, and of Block 7, McArthur's Addition to the City of Seattle, according to the plat thereof recorded in Volume 11 of Plats, page 92, in King County, Washington, described as follows:

Beginning at the intersection of the northeasterly line of Rainier Avenue South with the northerly line of South McClellan Street; thence on the northeasterly line of Rainier Avenue South, north 27°20'39" west to the north line of Edward Hanford Donation Land Claim No. 44; thence east along said northerly line to the westerly line of a strip of land deeded to the City of Seattle (for Empire Way) by deed recorded under Recording Number 3201770; thence southerly along the westerly line of said Empire Way, and deeded to the City of Seattle by deeds recorded under Recording Numbers 3201770 and 3238402, to a point on the northerly line of McClellan Street, which point is 539.70 feet west of the east line of said Donation Claim; thence westerly along said northerly line to the point of beginning.

RESERVED, HOWEVER, TO GRANTOR, the right to construct and maintain upon that portion of the above described property abutting Bayview Street right of way, cut slopes and fill slopes of one and one-half (1-1/2) feet horizontally for each foot of elevation of cut or fill for the purpose of providing and maintaining lateral support for Bayview Street when improved to the full width of the present right of way in conformity with the existing center line grade, provided, however, the Grantees, their successors and assigns, shall have the right to remove said slopes at any time upon providing and maintaining other adequate lateral support for Bayview Street.

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3/5/85
I.DEED1.1

SECOND AMENDED STATUTORY WARRANTY DEED

The within instrument amends that certain Amended Statutory Warranty Deed recorded the 4th day of March, 1982, under King County Recording No. 8203040197, and is given to reflect an agreement concerning permitted uses of the property.

The Grantor, The City of Seattle, for and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and warrants to Rainier Electronics Park, a Washington partnership (hereinafter "Grantee"), the following described real property situated in the City of Seattle, King County, Washington:

That portion of Edward Hanford Donation Land Claim No. 44, and of Block 7, McArthur's Addition to the City of Seattle, according to the plat thereof recorded in Volume 11 of Plats, page 92, in King County, Washington, described as follows:

Beginning at the intersection of the northeasterly line of Rainier Avenue South with the northerly line of South McClellan Street; thence on the northeasterly line of Rainier Avenue South, north 27°20'39" west to the north line of Edward Hanford Donation Land Claim No. 44; thence east along said northerly line to the westerly line of a strip of land deeded to the City of Seattle (for Empire Way) by deed recorded under Recording Number 3201770; thence southerly along the westerly line of said Empire Way, and deeded to the City of Seattle by deeds recorded under Recording Numbers 3201770 and 3238402, to a point on the northerly line of McClellan Street, which point is 539.70 feet west of the east line of said Donation Claim; thence westerly along said northerly line to the point of beginning.

RESERVED, HOWEVER, TO GRANTOR, the right to construct and maintain upon that portion of the above described property abutting Bayview Street right of way, cut slopes and fill slopes of one and one-half (1-1/2) feet horizontally for each foot of elevation of cut or fill for the purpose of providing and maintaining lateral support for Bayview Street when improved to the full width of the present right of way in conformity with the existing center line grade, provided, however, the Grantees, their successors and assigns, shall have the right to remove said slopes at any time upon providing and maintaining other adequate lateral support for Bayview Street.

Provided, however, that this deed is subject to certain conditions subsequent upon the breach of which by Grantee, Lessee, Sublessee, or any of their heirs, successors or assigns the Grantor, its governmental successors or assigns shall have the right to enter and take possession of the property and to terminate the estate conveyed under this deed, whereupon fee simple title to said property shall revert fully and completely in grantor, its governmental successor or assigns:

These conditions, two (2) in number, are as follows:

A. The Grantee, its successors and assigns, will devote the Property only to business and professional offices, light manufacturing, accessory parking, film processing, office space with distribution space, service uses, and uses concomitant to the foregoing or any of them. Retail use shall be permitted as an outlet for on-site manufacturing or to service the immediate employee market.

The Director of the Department of Community Development of The City of Seattle (herein "Director") may approve and permit

additional retail uses in the Phase II development area upon a showing that Grantee has made a good faith effort to obtain permitted nonretail uses. Grantee shall submit a plan for marketing the Phase II development area for suitable tenants for permitted nonretail uses to the Director for approval. When the plan has been approved, Grantee shall proceed to implement the plan. In the event that Grantee is unable to obtain a qualified proposal to lease the Phase II development area within ~~nine~~ ^{twelve} months of the approval of the marketing plan, the Director may permit retail uses to be established in the Phase II development area which are consistent with the City's goals as expressed in the Contract for Sale of Property between Grantor and Grantee dated November 20, 1978 and filed with the City Clerk under Comptroller's File No. 287762.

B. Grantee, its successors and assigns, shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon or any part thereof.

The foregoing conditions shall terminate automatically as follows: The conditions contained in paragraph A shall continue in effect until the end of the year 1999, and those contained in paragraph B shall continue in effect without limitation as to time.

1. Grantor shall be a beneficiary of the conditions subsequent set forth above and such conditions shall be in force

and effect, without regard to whether the Grantor is an owner of or has an interest in the land to which said conditions relate. As such a beneficiary, the Grantor, in the event of any breach of any condition, shall have the right to exercise any of its rights and remedies or to maintain any action or suits in equity or other property proceedings to enforce the curing of such breach, to which the beneficiaries of such covenant may be entitled.

2. The Grantor certifies that all conditions precedent to the valid execution and delivery of this Second Amended Warranty Deed on its part have been complied with and that all things necessary to constitute this Second Amended Warranty Deed as its valid, binding and legal agreement to the terms and conditions and for the purposes set forth herein, have been done and performed and have happened and that execution and delivery of this Second Amended Warranty Deed on its part have been and in all respects are authorized in accordance with the law.

3. Grantor and Grantee further agree, on behalf of themselves, their successors and assigns, that any of the foregoing conditions may be amended or repealed on duly authorized agreement of the parties (by ordinance in the case of the City) and by filing of an Amended Statutory Warranty Deed.

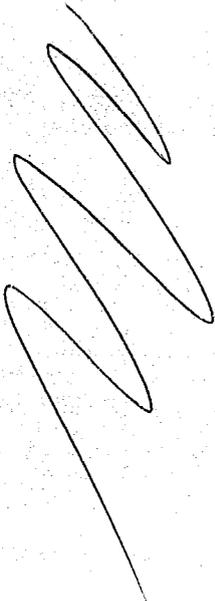
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DCD

JOHN KENNEDY

LOT 66



7437

City of Seattle

Executive Department-Office of Management and Budget

Gary Zarker, Director
Charles Royer, Mayor



May 23, 1985

COPY OF WITHIN RECEIVED

MAY 24 1985

The Honorable Douglas Jewett
City Attorney
City of Seattle

Douglas N. Jewett
CITY ATTORNEY

CIC
GFC

Dear Mr. Jewett:

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

REQUESTING DEPARTMENT: Department of Community Development

SUBJECT: Authorization for agreement and execution and delivery thereof, of a second amended statutory warranty deed to Rainier Electronics Park and Hsiao-Hall Real Estate Company for the former Sicks Stadium Property.

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

for GARY ZARKER
Budget Director

GZ/bp/ic

Enclosure

cc: Director, DCD

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RAINIER NORTHWEST/BEL-RED ASSOCIATES
RAINIER NORTHWEST DEVELOPMENT CORPORATION
RAINIER NORTHWEST JPK ASSOCIATES
RAINIER NORTHWEST RICHLAND
RAINIER NORTHWEST SHOOTERS SUPPLIES
RAINIER NORTHWEST UNIVERSITY ASSOCIATES

Rainier Northwest Group

SUITE 502 - 1411 FOURTH AVENUE BLDG.
SEATTLE, WASHINGTON 98101

RAINIER INVESTMENT CO.
RAINIER TALL REAL ESTATE CO.
RAINIER ELECTRONICS PARK
RPI CORPORATION
S & T INVESTMENT CO.
TALL PARTNERSHIP

4/25/85 Thu 10:04

Mr. David Moseley, Director
City of Seattle, Department of Community Development
c/o Mr. Abe Farkas, Mgr. Project Development
Yesler Building
400 Yesler Way
Seattle, WA 98104

Dear Mr. Moseley:

Our preliminary marketing plan for the 4 acre site at the Southeast corner of Rainier Ave. S. and S. Bayview is based on the following sequence of events:

1. Immediately following the approval of the amended use restrictions by the City Council and the Mayor we intend to hold a series of meetings with the eight to ten most active industrial realty brokers in the Seattle area.
2. At these meetings we will advise each firm of our objectives in the search for an appropriate tenant(s) for the site, which are:
 - 2.1 Seek tenant(s) with types of business that are in compliance with the amended use restrictions, with particular emphasis on those types of business with intensive use of labor and preference for firms that provide entry level jobs that best match the available pool of unemployed persons in the South Seattle area.
 - 2.2 Give suitable prospective tenant(s) the choice of a built-to-suit facility for long term lease, a long term ground lease, or a lease with option to purchase.
 - 2.3 Seek tenant(s) whose use of the site would be compatible with the adjacent CX Corporation and with Alpac Corporation directly North of the site, and to particularly aim at those uses that are most likely to produce a development plan that would be favorably received by the Department of Community Development's design review that will be applicable to this development.
 - 2.4 To draw up a list of those types of business that would be most likely to be attracted to this site and that would comply with our objectives. These uses would include, but not be limited to: Electronics manufacturing, garment manufacturing, light mechanical manufacturing, office use, electronic and/or light mechanical service, value added distribution of electrical or mechanical products and various types of labor intensive service business.
 - 2.5 To choose as our lead broker that industrial real estate company who presents the marketing plan we judge to be the most likely to be effective in finding the desired tenant(s).
3. When prospective tenants are found, we will be actively working with these firms to seek their participation in the Department of Community Development's targeted employment programs.
4. As soon as a specific marketing plan has been developed, we will meet with DCD for their review of the plan and to seek their suggestions and cooperation in finding a suitable tenant(s) for the site.
5. We will continue to work closely with DCD to seek their help with programs that may be attractive to prospective employers and to continue to communicate with the various community groups who have expressed their interest in the plans for development of the site.

TELEPHONE (206) 625-1280

(1)

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RAINIER NORTHWEST/BEL-RED ASSOCIATES
RAINIER NORTHWEST DEVELOPMENT CORPORATION
RAINIER NORTHWEST-IFK ASSOCIATES
RAINIER NORTHWEST-RICHLAND
RAINIER NORTHWEST SHOOTERS SUPPLIES
RAINIER NORTHWEST-UNIVERSITY ASSOCIATES

Rainier Northwest Group

SUITE 502 - 1411 FOURTH AVENUE BLDG.
SEATTLE, WASHINGTON 98101

H&L INVESTMENT CO.
HSIAO-TALL REAL ESTATE CO.
RAINIER ELECTRONICS PARK
RPI CORPORATION
S&T INVESTMENT CO.
TALL PARTNERSHIP

Based upon the contacts we have had with prospective tenants involved in various types of service related business and value added distribution, we are very optimistic about the prospects of finding a suitable tenant(s) in a fairly short time when the use restrictions have been amended to remove the prohibitions on service and distribution uses. We are most anxious to proceed as quickly as possible in seeking such tenants. As owners of the property, our own motivation is obvious, but the benefits to the city are equally important. The broadening of the city's tax base is an important objective, and the ability to provide additional employment close to the South Seattle and Central Areas is consistent with the programs of DCD and the City Council.

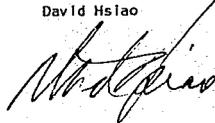
We appreciate the cooperation we have received from various DCD staff members and we look forward to successfully marketing this key site.

Sincerely,

Hsiao-Tall Real Estate Co.

David Hsiao

Leonard Tall



TELEPHONE (206) 625-1280

(2)

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RAINIER NORTHWEST/BEL-RED ASSOCIATES
RAINIER NORTHWEST DEVELOPMENT CORPORATION
RAINIER NORTHWEST-JFK ASSOCIATES
RAINIER NORTHWEST-RICHLAND
RAINIER NORTHWEST SHOOTERS SUPPLIES
RAINIER NORTHWEST-UNIVERSITY ASSOCIATES

Rainier Northwest Group

SUITE 502 - 1411 FOURTH AVENUE BLDG.
SEATTLE, WASHINGTON 98101

H&L INVESTMENT CO.
H&L TALL REAL ESTATE CO.
RAINIER ELECTRONICS PARK
RPI CORPORATION
S&T INVESTMENT CO.
TALL PARTNERSHIP

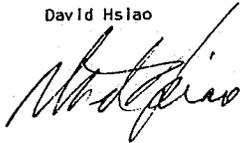
Based upon the contacts we have had with prospective tenants involved in various types of service related business and value added distribution, we are very optimistic about the prospects of finding a suitable tenant(s) in a fairly short time when the use restrictions have been amended to remove the prohibitions on service and distribution uses. We are most anxious to proceed as quickly as possible in seeking such tenants. As owners of the property, our own motivation is obvious, but the benefits to the city are equally important. The broadening of the city's tax base is an important objective, and the ability to provide additional employment close to the South Seattle and Central Areas is consistent with the programs of DCD and the City Council.

We appreciate the cooperation we have received from various DCD staff members and we look forward to successfully marketing this key site.

Sincerely,

Hslao-Tall Real Estate Co.

David Hslao



Leonard Tall



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Your
City,
Seattle

Memorandum



CS 25, 3

To Gordon Crandell From Bruce Petersen, OMB *BP*
Date 5-23-85 Subject CX Corporation Amendments

Gordon- I have enclosed a memo from DCD noting the changes to the CX legislation, which I assume DCD has also communicated to you. In reviewing this project with DCD I was concerned that the dates in the draft legislation were too short and suggested that they be lengthened. I have also enclosed a copy of Rainier Northwest's proposed marketing plan in case you want to include it with the legislative package. If you have any concerns about the changes in the time periods specified in the agreement please let me know or let Abe know. Thanks.

COPY OF WITHIN RECEIVED

MAY 24 1985

Douglas N. Jewett
CITY ATTORNEY

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Your
Seattle
Community Development

REC'D OMB MAY 23 1985



David Moseley, Director
Charles Royer, Mayor

829217

May 17, 1985

The Honorable Norm Rice, President
Seattle City Council
1100 Municipal Building
Seattle, Washington 98104

VIA: Gary Zarker, Director, OMB

Dear President Rice:

Subject: Rainier Electronics Park Deed Revisions

The Department of Community Development was approached by David Hsiao and Leonard Tall, owners of the Rainier Electronics, Inc., about revising land use restrictions placed on the deed for the development of Phase II improvements at the old Sick's Stadium site. As the Council may recall, the original contract of sale for the site required a two phase development; Phase I being the construction of the 400,000 square foot CX Corporation facility, and Phase II contemplated the construction of a smaller 140,000 square foot building by November, 1986. In addition, the City placed certain restrictions in the contract of sale to attract compatible light industrial/manufacturing, office, or film processing tenants for Phase II.

The Phase II site is four (4) acres and remains a prime location for job-creation development within the Central Area/Rainier Valley. However, it appears the City's conditions in the current deed for the property are discouraging development of the site and should be amended.

The Department of Community Development is working in two ways to help develop the site: 1) recommending that the City amend the contract language to allow more flexibility in developing the Phase II site, and 2) working with the affected communities to ensure community as well as City input into the marketing and design of Phase II. I am requesting approval of the attached legislation to accomplish these items. A summary of the legislation follows:

An equal employment opportunity - affirmative action employer.

Yesler Bldg., 400 Yesler Way, Seattle, Washington 98104-2696 (206) 625-4537

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Norm Rice
Page Two
May 17, 1985

Legislation

The three issues involved in the proposed amendments are 1) Scope of Land Uses, 2) Timing and 3) Employment Considerations.

1) Scope of Uses

The current agreement restricts use of the site for light industrial/manufacturing, offices and film processing. Since 1979, over 30 principals and/or agents have discussed Phase II development with Rainier Electronics Park, Inc. All were turned down due to use restrictions.

Many of these businesses would have brought a substantial number of jobs to area residents and yet instead located in suburban King County.

Staff have worked with the developers and neighborhood groups to expand the land use opportunities for the site. The language in Section 1 of the Agreement For Second Amended Statutory Warranty Deed allows development for offices, light manufacturing, film processing as well as office space with distribution space and service uses. Retail is permitted as an outlet for on site manufacturing or to service the immediate employee market.

The developers are required to submit a Phase II Marketing Plan to the Department for approval. If after twelve (12) months of marketing the site for the approved uses proves unsuccessful, the developers have the option of soliciting the permission of the Director of the Department of Community Development to market the site for retail uses. Criteria for retail uses would then be determined by DCD with community input.

The Department of Community Development is committed to locating job-intensive businesses on the Phase II site creating a maximum number of jobs for area-residents.

2) Timing

The original agreement calls for design review of Phase II plans to be completed by November 17, 1984, with construction finished by November 17, 1986. Obviously, the time frame for design review has ended and the City Attorney's office has informed the Department of Community Development that there exists the potential for City loss

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Norm Rice
Page Three
May 17, 1985

of control over future development of the site. After negotiations with neighborhood community groups and the owners, it was felt that an extension of design and construction deadlines was appropriate. The amended language in Section 2 allows for three (3) years of marketing and design with construction completed within five (5) years. Both timelines begin on Council adoption.

3) Employment

The original agreement anticipated the CX Corporation using the entire Phase I development and strong employment criteria were required before transmittal of the deed. CX Corporation met or exceeded all of those conditions at the time of transmittal. Since then, employment at CX has declined and sub-leasees are occupying greater portions of the building.

The original deed directed employment criteria only to the CX Corporation and not to any potential leases. The City has no involvement in the hiring procedures for those tenant firms. The Department of Community Development is committed to actively preserving employment opportunities on the Phase II site for area residents. Staff have met with the owners and neighborhood groups to amend employment language. Section 3 of the legislation requires the owners to actively market the City's Targeted Employment Program. This program has been used by all firms receiving any public funds, such as an SBA loan, UDAG, etc. The program develops first-source hiring agreements between employers and Central Area/Rainier Valley minority employment agencies. Use of the program in Phase II will ensure community access to employment opportunities there.

Community Participation

The Department of Community Development has worked with the Mt. Baker Community Club and S.E.S.C.O. in developing improvements for the Phase II site. The Department is developing an area oversight committee made up of members from the Mt. Baker Community Council, S.E.S.C.O., DCD staff and the site

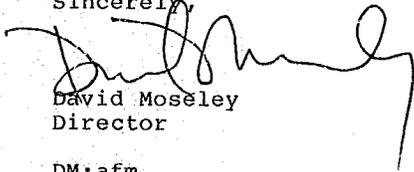
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Norm Rice
Page Four
May 17, 1985

developers. The DCD Director will work with this committee to approve a marketing plan for the site, criteria for retail use of the site, and to establish a design review process when construction is proposed. The involvement of the community and owners on an oversight committee will ensure a compatible use and design for Phase II.

If there are any questions, please contact Abe Farkas, at 625-4511.

Sincerely,



David Moseley
Director

DM:afm

F&ED
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Your
Seattle
Community Development



REC'D CMB MAY 22 1985

Memorandum

May 17, 1985

To: Bruce Peterson, OMB
From: Abe Farkas, DCD
Subject: CX Corporation Amendments

829208

Enclosed is the cover memo and file jacket given us by Gordon Crandell. The City Attorney will have to amend the enclosed language to adopt area concerns. Amendments should occur at:

AGREEMENT FOR SECOND AMENDED STATUTORY WARRANT DEED

Section 1.

"In the event that Grantee is unable to obtain a qualified proposal to lease the Phase II development area within (nine) months of the...

should be changed to 12 months.

Section 2.

...the property (January, 1987) to (four) years...

should be changed to 5 years.

...of the initial deed (January, 1985) to (two) years...

should be changed to 3 years.

SECOND AMENDED STATUTORY WARRANTY DEED

same type of changes

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"In the event that Grantee is unable to obtain a qualified proposal to lease the Phase II development area within (nine) months...

should be changed to 12 months.

I have penciled in the changes on the legislation. I have a call still pending with Tom Rasmussen, of Jeanette William's office, to set up a briefing time. When I have a time, I'll let you know so that you can choose to be there.

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May 17, 1985
Bruce Peterson
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This should be all we need. I did receive an outline of the proposed marketing plan by David Hsiao, and have included a copy for your files. This could be presented at the briefing rather than submitted with the legislation. If you have questions let me know or call Chuck Depew, at x4511.

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