

MEMORANDUM OF UNDERSTANDING

BOEING HEADQUARTERS - RECLASSIFICATION OF PROPERTY

THIS IS A MEMORANDUM OF UNDERSTANDING entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1981 by and between the PORT OF SEATTLE, a municipal corporation (the Port), and KING COUNTY, a municipal corporation, (the "County").

R E C I T A L S:

- A. The Port owns and operates Sea-Tac International Airport (the "Airport"). The Boeing Company is proposing to lease or purchase thirty (30) acres of property on the west side of the Airport located approximately between South 100th Place and South 173rd Street, and 12th Avenue South and 15th Avenue South for development of a Corporate Headquarters Facility (the "Facility").
- B. On December 23, 1977, the Port, as a property owner, applied on behalf of the Boeing Company, for a reclassification of the subject property from RS-7200 to RM-900-P.
- C. An Environmental Impact Statement for the Facility was jointly filed by King County and the Port of Seattle for the above proposal and made final on March 9, 1978.
- D. A hearing on Building and Land Development File No. 224-78-R (Amended) was held by the King County Zoning and Subdivision Examiner. On July 26, 1979, a recommendation to approve the subject rezone from RS-7200 to RM-900-P subject to conditions (modified) was made by the Examiner to the King County Council.
- E. On December 31, 1979, the King County Council adopted Motion No. 4668, wherein the Council adopted the Hearing Examiner's findings and conclusions and concurred with his recommendation regarding the reclassification of certain property for a Boeing Corporate Headquarters Facility, with conditions.
- F. On June 1, 1981, the King County Council in Motion 5240 rescinded previous Motion No. 4668 and approved the reclassification subject to certain amended conditions.
- G. The pre-ordinance conditions contained in Motion 5240 require that the County and the Port enter into a Memorandum of Understanding concerning dedication of park land and restriction on future use of a buffer strip contiguous to the Facility Site.
- H. The Port of Seattle and the Boeing Company have reviewed both the pre-ordinance and post-ordinance conditions required by Motion No. 5240.
- I. Port of Seattle Resolution No. 2819, approving conditions contained in King County Council Motion No. 5240, was passed unanimously by the Port Commission on July 14, 1981.

NOW, THEREFORE in consideration of the mutual actions that have occurred and conditions requested and approved, the Port and County hereby agree as follows:

- 1.1 Upon request from King County, but no earlier than the Boeing Company's commencement of construction on the proposed facility, the Port will for one dollar (\$1.00) per year lease to King County five (5) acres of property adjacent to 12th Avenue South, south of the proposed Boeing Headquarters building site. The site is shown on Attachment A. This lease would be for a period of up to twenty (20) years unless a shorter period was agreed upon by both parties. King County shall bear all responsibility for citizen input, environmental evaluation, development, maintenance and operation of the neighborhood park facility.

- 1.2 North of the proposed Boeing headquarters site are fifty-five (55) acres of land designated by the Port and the County for buffer and open space purposes. In order to promote neighborhood stability on the west side of the Airport, the Port of Seattle shall preclude development on the 55-acre westside greenbelt for a period of ten (10) years from June 1, 1981 for any use except access roadways for the proposed Boeing Facility and recreational or open space uses, including a golf course. The Port of Seattle and King County shall also jointly consider specific proposals for long-term uses which would continue the buffer function of the 55-acre westside greenbelt.

After June 1, 1991, any proposed change to non-Airport-related land use shall be presented to the King County Council for approval. The Port of Seattle affirms its acknowledgement of King County zoning authority over non-Airport-related land use at Sea-Tac International Airport and pledges to continue to coordinate and cooperate with King County and the community in achieving compatible and acceptable land uses in the area of Sea-Tac International Airport.

2. CHANGE OF CONDITIONS

- 2.1 If no agreement is reached between the Port of Seattle and The Boeing Company regarding sale or lease of the subject property, or if for any other reason the Boeing Company does not develop the proposed Facility, this Memorandum of Understanding will be null and void upon written notification by the Port to the County that the Boeing Facility proposal has been abandoned. It is understood that the Facility site may not thereafter be used by the Port, the Boeing Company or any other person or entity for non-Airport-related purposes without first obtaining approval therefore from the King County Council. It is further understood that, should the Boeing Facility proposal be abandoned, Motion No. 5240 shall be null and void and of no effect.
- 2.2 This Memorandum of Understanding may be terminated only upon mutual agreement by the parties to this agreement.

3. DISPUTES

The parties shall use their best efforts to have disputes between the parties under this Memorandum of Understanding resolved through mediation and consultation between the chief executive officers of the parties or their designees.

IN WITNESS THEREOF, the County and the Port execute this Memorandum of Understanding the day and year first written above.

KING COUNTY, a Municipal Corporation

\_\_\_\_\_  
Randy Revelle, County Executive

ATTEST:

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PORT OF SEATTLE, a Municipal Corporation  
Pursuant to Resolution No. \_\_\_\_\_

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Henry T. Simonson, President

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ATTEST:

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