

Attachment 1 to Ordinance: Fourth Amendment to Amended and Restated Lease and Partial Termination of Lease

After recording return to:

City of Seattle  
Office of Housing  
PO Box 94725  
Seattle, WA 98124-4725  
Attention: Yelias Bender

**FOURTH AMENDMENT TO  
AMENDED AND RESTATED LEASE AND PARTIAL TERMINATION  
OF LEASE**

**Reference numbers of documents amended or released:**

9804240454, 9805221596, 19990916001595, 20080423001677, 20100205001263,  
20121204001832, \_\_\_\_\_

**Grantors:**

**THE CITY OF SEATTLE  
SAND POINT COMMUNITY CONNECTIONS LLC  
SPH ONE LLC  
SAND POINT PHASE 2 LP**

**Grantee:**

**THE CITY OF SEATTLE  
SAND POINT COMMUNITY CONNECTIONS LLC**

**Legal Description:**

**1. Abbreviated form:**

Ptn. E. 1/2 SW 1/4, Sec. 2, TWP 25N, RNG 4 E, W.M., King County, WA

**2. Additional legal description: N/A.**

**Assessor's Property Tax Parcel Account Nos.:** [022504-9064-09, 022504-9064-98, 022504-9066-07, 022504-9066-98,] 022504-9063, 022504-9065, and 240950-0021

This Fourth Amendment to Amended and Restated Lease (“Amendment”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017 by The City of Seattle, a municipal corporation of the State of Washington (“City” or “Lessor”) and Sand Point Community Connections LLC, a Washington limited liability company (“SPCC” or “Lessee”) and amends that certain Amended and Restated Lease dated as of April 23, 2008 between City as lessor and Sand Point Community Connections LLC as lessee, recorded in King County, Washington under Recording No. 20080423001677, as amended by the First Amendment to Amended and Restated Lease and Partial Termination of Lease recorded under King County recording no. 20100205001263, the Second Amendment to Amended and Restated Lease recorded under King County recording no. 20121204001832, and the Third Amendment to Amended and Restated Lease and Partial Termination of Lease recorded under King County recording no. \_\_\_\_\_ (as so amended, the “Lease”), which Lease amended and replaced the lease between the City and Sand Point Community Housing Association recorded under King County recording no. 9804240454, rerecorded under No. 9805221596, and amended by that certain First Amendment to Lease dated September 10, 1999 and recorded in King County, Washington under Recording No. 19990916001595. The City is acting through its Director of Housing (referred to herein, together with any official who may succeed to the authority or responsibility of such Director to act for the City under this Amendment or the Lease as hereby amended in the future, as the “Director”).

In consideration of the termination of the Lease as to PARCELS 2 and 4, described in Exhibit D to the Lease, as provided herein, and a new ground lease of those parcels to another party made on or about the date hereof, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the Lease as follows:

**A.** The Lease, including all right, title and interest of Lessee pursuant to the Lease, is hereby terminated with respect to the following part of the Premises only, situated in the City of Seattle, County of King, State of Washington:

Parcel B of City of Seattle Short Subdivision Number 9904054, recorded under King County recording number **19991214900006**, described in Exhibit D to the Lease as “PARCEL 2”; and

Parcel A of City of Seattle Short Subdivision Number 9904055, recorded under King County recording number **19991214900007**, described in Exhibit D to the Lease as “PARCEL 4”.

Such partial termination and any terms of such Short Subdivisions notwithstanding, SPCC agrees that as between SPCC and Lessor (together with Lessor’s successors in interest as to such Parcels A and B of the foregoing Short Subdivisions), SPCC shall be solely responsible for, and shall indemnify Lessor and its successors for, all costs, including without limitation maintenance and repair, related to PARCELS 1, 3, and 9, as described in Exhibit D to the Lease, during the term of the Lease. The preceding sentence shall not limit any obligations of SPCC set forth in the Lease, as amended hereby.

**B.** Article 1 of the Lease is amended so that the definitions of the following terms read in their entirety as follows (all other definitions remain unchanged):

**1. DEFINITIONS**

“Buildings” means the buildings on the Premises identified in the Application as Building 310 and the building located on PARCEL 1 known as Phyllis Gutierrez Kenney Place. Building numbers used in this Amended Lease correspond to the numbers in Exhibit A to this Amended Lease.

“Navy Deed” means the deed conveying the Premises and other property from the United States Navy to the Lessor dated April 22, 1998 and recorded under King County recording no. 9804240453.

“Parcel” means one of the parcels described in Exhibit D to this Amended Lease that is included in the definition of “Premises”, as the same may be modified by lot boundary adjustment or otherwise, but not including any parcel that is not within the Premises.

“Premises” means the portion of the land generally depicted in Exhibit C and described in Exhibit D to this Amended Lease, incorporated by this reference, as PARCELS 1, 3, and 9, but not including PARCELS 2 and 4 through 8 described in Exhibit D to this Amended Lease (other designations of Parcels in parentheses on Exhibits C and D to this Amended Lease are for purposes of reference to another document only, and of no effect).

**C. AGREEMENT OF SUBLESSEES**

SPH ONE LLC, a Washington limited liability company (“SPH One”), as assignee of Sand Point Housing Associates I Limited Partnership, a Washington limited partnership (“Partnership”), as Sublessee of PARCELS 2 and 4, described in Exhibit D to the Lease and as owner of the improvements on those Parcels, agrees to the termination of the Lease as to such PARCELS 2 and 4 hereby.

SPH One understands and agrees that the termination of the Lease as to PARCELS 2 and 4 terminates the subleases to it and all right title and interest it has in and to those parcels and any real property thereon or therein, except as may be otherwise expressly agreed in writing by the City.

**SAND POINT PHASE 2 LP**, a Washington limited partnership (“SP Phase 2”) as Sublessee of PARCEL 1 described in Exhibit D to the Lease and as owner of the improvements on that Parcel, agrees to the terms of this Amendment and to the termination of the Lease as to PARCELS 2 and 4 hereby, and that all references to the Lease or “Master Lease” in the sublease to SPH Phase 2 and in any deeds of the Improvements, shall mean the Lease as further amended by this Amendment.

Executed as of the date first above written:

**LESSOR:**

**THE CITY OF SEATTLE,**  
a Washington municipal corporation

By: \_\_\_\_\_  
Print Name: Steve Walker  
Title: Director, Office of Housing  
Pursuant to Ordinance \_\_\_\_\_

**LESSEE:**

**SAND POINT COMMUNITY CONNECTIONS LLC,**  
a Washington limited liability company  
By: Solid Ground Washington, a Washington nonprofit corporation  
Its: Sole Member and Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUBLESSEE:**

**SPH ONE LLC,** a Washington limited liability company  
By: Solid Ground Washington, a Washington nonprofit corporation, sole member and manager

By: \_\_\_\_\_  
Print Name: Gordon A. McHenry, Jr.  
Title: President & CEO

**SUBLESSEE:**

**SAND POINT PHASE 2 LP,** a Washington limited partnership  
By: Sand Point Community Connections LLC  
Its: General Partner  
By: Solid Ground Washington, a Washington nonprofit corporation, sole member and manager

By: \_\_\_\_\_  
Print Name: Gordon A. McHenry, Jr.  
Title: President & CEO

LESSOR ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the Director of the Office of Housing of **The City of Seattle**, the municipal corporation that executed the within and foregoing instrument, and acknowledged the 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 s/he was authorized to execute the said instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_



SUBLESSEE ACKNOWLEDGMENT

STATE OF WASHINGTON)  
) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Gordon A. McHenry, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President & CEO of Solid Ground Washington, a Washington non-profit corporation, the sole member and manager of Sand Point Community Connections LLC, the general partner of **SAND POINT PHASE 2 LP**, a Washington limited partnership, to be the free and voluntary act of such nonprofit corporation on behalf of such company on behalf of such partnership for the uses and purposes mentioned in the instrument.

Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_

SUBLESSEE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING                  )

I certify that I know or have satisfactory evidence that Gordon A. McHenry, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President & CEO of Solid Ground Washington, a Washington non-profit corporation, the sole member and manager of **SPH One LLC**, a Washington limited liability company, to be the free and voluntary act of such nonprofit corporation on behalf of such company for the uses and purposes mentioned in the instrument.

Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Print Name: \_\_\_\_\_