

ATTACHMENT A:

FIFTEENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

**FIFTEENTH AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS FIFTEENTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (the “*Amendment*”) is made and entered into effective as of the ____ day of _____, 2019, by and between KING COUNTY, a municipal corporation and political subdivision of the state of Washington (“*Seller*”) and NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company (“*Buyer*”).

WHEREAS, Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement dated June 21, 2007 (the “*Agreement*”) which provided for the sale by Seller and the purchase by Buyer of certain real property in Seattle, Washington, which property is more specifically described in the Agreement (the “*Property*”); and

WHEREAS, the Agreement was amended by a First Amendment dated September 28, 2007; a Second Amendment dated October 28, 2007; a Third Amendment dated November 20, 2007; a Fourth Amendment dated January 31, 2008; a Fifth Amendment dated March 20, 2008; a Sixth Amendment dated April 30, 2008; a Seventh Amendment dated December 17, 2008; an Eighth Amendment dated June 30, 2009; a Ninth Amendment dated August 29, 2009; a Tenth Amendment dated January 26, 2010; an Eleventh Amendment dated June 24, 2010; a Twelfth Amendment dated October 20, 2010; a Thirteenth Amendment dated August 15, 2012; and a Fourteenth Amendment dated July 30, 2012; and

WHEREAS, the sale of the Property closed on September 26, 2011, and various covenants provided in the Agreement were memorialized in certain recorded documents, including the North Lot Restrictive Covenant Agreement recorded under King County Recording No. 20110926000511; the Amended and Restated North Lot Restrictive Covenant Agreement recorded under King County Recording No. 20120730002873; the West Block Affordable Housing Restrictive Covenant Agreement recorded under King County Recording No. 20110926000513; the Amendment to West Block Affordable Housing Restrictive Covenant Agreement recorded under King County Recording No. 20120730002872; the Second Amendment to West Block Affordable Housing Restrictive Covenant Agreement recorded under King County Recording No. 20140707000931; the East Block Affordable Housing Restrictive

Covenant Agreement recorded under King Recording No. 20110926000512; and the Amendment to East Block Affordable Housing Restrictive Covenant Agreement recorded under King County Recording No. 20120730002868 (such Agreements being referred to herein as the “*Covenant Agreements*”); and

WHEREAS, the provisions of the Agreement survived the conveyance of the Property to Buyer at the closing; and

WHEREAS, subsequent to the closing, Buyer created a five-unit condominium regime on the western portion of the Property (the “*West Block*”) and transferred all of the condominium units of the West Block, except for the Base Unit, to STADIUM PLACE INVESTORS, LLC (“*SPI*”) which subsequently transferred the Podium Unit of the West Block to STADIUM PLACE TOWERS, LLC (“*SPT*”); and

WHEREAS, in conjunction with the development of the West Block and the adjoining portion of the Property to the east of the West Block (the “*East Block*”) and the financing of the improvements on the West Block, Buyer, SPI, and SPT have requested certain modifications to the Covenant Agreements; and

WHEREAS, based on certain additional consideration from Buyer, Seller has agreed to certain modifications to the Covenant Agreements to facilitate the development of the Property.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The provisions of the Agreement are hereby amended to conform to the terms of the First Amendment to Amended and Restated North Lot Restrictive Covenant Agreement in the form attached hereto as Exhibit A (the “*First Amendment to A&RNLRCA*”).

2. Prior to the execution of the First Amendment to A&RNLRCA, Buyer shall provide Seller with an updated preliminary title commitment and an appropriate title insurance policy or title guarantee for its review and approval in order to assure that all owners of interests in the Property as of the date of this Amendment have duly executed the First Amendment to A&RNLRCA.

3. The Parties shall execute and record the First Amendment to A&RNLRCA within ten (10) days of the execution of this Amendment or on such other date as is mutually agreed by the Parties, provided that Seller shall not be obligated to execute the First Amendment to A&RNLRCA until such time as it has approved the updated preliminary title commitment and title insurance or guarantee required by Section 2 of this Amendment.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same agreement.

5. Except as previously amended and as hereby amended, the terms of the Agreement shall remain in full force and effect.

[signatures on following page]

“SELLER”

KING COUNTY, a municipal corporation and political subdivision of the state of Washington

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

“BUYER”

NORTH LOT DEVELOPMENT, L.L.C.,
a Delaware limited liability company

By: NORTH LOT INVESTORS, LLC,
a Washington limited liability company,
its Member

By: DANIELS REAL ESTATE, LLC,
a Washington limited liability company,
its Manager

By: _____
Kevin Daniels, Manager

By: R.D. MERRILL REAL ESTATE HOLDINGS, LLC,
a Washington limited liability company, its Member

By: R.D. MERRILL COMPANY,
a Washington corporation, its Manager

By: _____
William D. Pettit, Jr., its President

By: _____
Douglas Spear, its Vice President

APPROVED AS TO FORM:

By: _____
Counsel to North Lot Development, L.L.C.;
Stadium Place Investors, LLC; and Stadium
Place Towers, LLC

Exhibit A

First Amendment to Amended and Restated North Lot Restrictive Covenant Agreement

RETURN ADDRESS:

REAL ESTATE SERVICES SECTION
FACILITIES MANAGEMENT DIVISION
DEPARTMENT OF EXECUTIVE SERVICES
KING COUNTY ADMINISTRATION BUILDING
500 FOURTH AVENUE, ROOM 500
SEATTLE, WA 98104-2337

**FIRST AMENDMENT TO AMENDED AND RESTATED NORTH LOT
RESTRICTIVE COVENANT AGREEMENT**

REFERENCE #: 201207300002873 (Original Covenant);
20120502000541 (Condominium Declaration)

GRANTORS: NORTH LOT DEVELOPMENT, L.L.C.;
STADIUM PLACE INVESTORS, LLC
STADIUM PLACE TOWERS, LLC

GRANTEE: KING COUNTY

SHORT LEGAL: New Parcels A and B, Seattle LBA 3012468; All Units in Stadium Place Master
Condo, Vol. 279, Page 97
Full legal description on Page 18

ASSESSOR'S PROPERTY TAX PARCELS: 795300-0010; 795300-0020; 795300-0030; 795300-0040; 7666204878
(Burdened Properties)
5247800795 (Benefitted Property)

This First Amendment to Amended and Restated North Lot Restrictive Covenant (this “*First Amendment*”) is entered into and made effective as of this ____ day of _____, 2019 by and among NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company (“*NLD*”), STADIUM PLACE INVESTORS, LLC, a Washington limited liability company (“*SPI*”), STADIUM PLACE TOWERS, LLC, a Washington limited liability company (“*SPT*”) and KING COUNTY, a political subdivision of the State of Washington (“*County*”).

RECITALS

A. NLD, SPI, SPT and the County are parties to that certain Amended and Restated North Lot Restrictive Covenant Agreement recorded on July 30, 2012, Recording Number 20120730002873, in the real estate records of King County, Washington (the “*Covenant Agreement*”). Unless otherwise defined herein, all capitalized terms used in this First Amendment have the meanings given to them in Covenant Agreement.

B. The Covenant Agreement burdens the property identified in Exhibit A attached hereto as the “Burdened Property” and benefits the property identified therein as the “Benefitted Property.”

C. Pursuant to Section 4.10 of the Covenant Agreement, NLD, SPI, SPT and the County have agreed to amend the Covenant Agreement for the purpose of revising the North Unit Minimum Housing Requirement as follows: (i) increasing, from 100 to 200, the minimum number of housing units required to be constructed within the North Unit, and (ii) deleting the requirement that any such housing units be “ownership units. This First Amendment affects only the West Block as defined in the Covenant Agreement, such that the First Amendment need only be executed by the owners of the West Block and the County.

D. This First Amendment will assist in the creation of additional affordable housing in the Seattle area, as NLD, SPT and SPI intend to apply under Seattle’s Multifamily Tax Exemption Program for either of the two following alternatives: (i) the number of housing units equal to 20% of the total housing units constructed in the North Unit shall be affordable housing units under Seattle’s Multifamily Tax Exemption Program, or (ii) the number of housing units equal to 20% of all housing units constructed in the West Bock Project shall be affordable housing units under Seattle’s Multifamily Tax Exemption Program.

NOW, therefore, in consideration of the foregoing, and the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

1. Amendment of Recital J. That portion of Recital J of the Covenant Agreement related to the North Unit is hereby deleted and replaced with the following:

“North Unit: No fewer than 200 housing units, with a total square footage of housing of not less than 200,000 gross square feet (the “North Unit Minimum Housing Requirement”);”
2. Amendment of Section 3.2. The first sentence of Section 3.2 of the Covenant Agreement is hereby deleted and replaced with the following:

“3.2 Housing. NLD, SPI and SPT, for themselves and their successors and assigns, covenant that the West Block Project shall include at least 625,000 gross square feet of housing, not including parking, for multiple income levels and family sizes including a minimum of 700 housing units.”
3. Amendment of Subsection 3.6(a)(iv). Subsection 3.6(a)(iv) of the Covenant Agreement is hereby deleted and replaced with the following:

“(iv) all of the requirements in Section 3.1 (Development Scope), Section 3.2 (Housing), Section 3.3 (PSA and FGI), Section 3.4 (Stadium and Exhibition), and Section 3.5 (Development Schedule) have been satisfied in regard to the Release Units, and there have been no violations of those sections as to the Release Units.”
4. No Further Amendment. Except as modified by this First Amendment, the Covenant Agreement has not been amended and remains in full force and effect.

[signature pages follow]

NLD:

NORTH LOT DEVELOPMENT, L.L.C.,
a Delaware limited liability company

By: North Lot Investors, LLC,
a Washington limited liability company, its Member

By: Daniels Real Estate, LLC,
a Washington limited liability company,
its Manager

By: _____
Kevin Daniels, Manager

By: R.D. Merrill Real Estate Holdings, LLC,
a Washington limited liability company, its Member

By: R.D. Merrill Company,
a Washington corporation, its Manager

By: _____
William D. Pettit, Jr., its President

By: _____
Douglas Spear, its Vice President

SPI:

STADIUM PLACE INVESTORS, LLC
a Washington limited liability company

By: North Lot Development, L.L.C.,
a Delaware limited liability company, its Manager

By: North Lot Investors, LLC,
a Washington limited liability company,
its Member

By: Daniels Real Estate, LLC,
a Washington limited liability
company, its Manager

By: _____
Kevin Daniels, Manager

By: R.D. Merrill Real Estate Holdings, LLC,
a Washington limited liability company, its Member

By: R.D. Merrill Company,
a Washington corporation, its Manager

By: _____
William D. Pettit, Jr., its President

By: _____
Douglas Spear, its Vice President

SPT:

STADIUM PLACE TOWERS, LLC,
a Washington limited liability company

By: Stadium Place Investors, LLC,
a Washington limited liability company, its Manager

By: North Lot Development, L.L.C.,
a Delaware limited liability company, its Manager

By: North Lot Investors, LLC,
a Washington limited liability company,
its Member

By: Daniels Real Estate, LLC,
a Washington limited liability company,
its Manager

By: _____
Kevin Daniels, Manager

By: R.D. Merrill Real Estate Holdings, LLC,
a Washington limited liability company,
its Member

By: R.D. Merrill Company,
a Washington corporation, its Manager

By: _____
William D. Pettit, Jr., its President

By: _____
Douglas Spear, its Vice President

COUNTY:

KING COUNTY,
a political subdivision of the State of Washington

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

NLD Acknowledgement

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that KEVIN D. DANIELS, 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 Manager of DANIELS REAL ESTATE, LLC, a Washington limited liability company, in its capacity as Manager of NORTH LOT INVESTORS, LLC, a Washington limited liability company, in its capacity as Member of NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company, to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 2019.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington

My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that WILLIAM D. PETTIT, 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 of R.D. MERRILL COMPANY, a Washington corporation in its capacity as Manager of R.D. MERRILL REAL ESTATE HOLDINGS, LLC, a Washington limited liability company, in its capacity as Member of NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company, to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 2019.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington

My Appointment Expires: _____

SPI Acknowledgement

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that KEVIN D. DANIELS, 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 Manager of DANIELS REAL ESTATE, LLC, a Washington limited liability company, in its capacity as Manager of NORTH LOT INVESTORS, LLC, a Washington limited liability company, in its capacity as Member of NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company, in its capacity as Manager of STADIUM PLACE INVESTORS, LLC, a Washington limited liability company to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 2019.

 (Signature of Notary)

 (Print or stamp name of Notary)
 NOTARY PUBLIC in and for the State of
 Washington
 My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that WILLIAM D. PETTIT, 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 of R.D. MERRILL COMPANY, a Washington corporation, in its capacity as Manager of R.D. MERRILL REAL ESTATE HOLDINGS, LLC, a Washington limited liability company, in its capacity as Member of NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company, in its capacity as Manager of STADIUM PLACE INVESTORS, LLC, a Washington limited liability company to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 2019.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington
My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that DOUGLAS SPEAR, 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 VICE PRESIDENT of R.D. MERRILL COMPANY, a Washington corporation, in its capacity as Manager of R.D. MERRILL REAL ESTATE HOLDINGS, LLC, a Washington limited liability company, in its capacity as Member of NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company, in its capacity as Manager of STADIUM PLACE INVESTORS, LLC, a Washington limited liability company to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 2019.

 (Signature of Notary)

 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
 Washington

My Appointment Expires: _____

SPT Acknowledgement

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that KEVIN D. DANIELS, 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 Manager of DANIELS REAL ESTATE, LLC, a Washington limited liability company, in its capacity as Manager of NORTH LOT INVESTORS, LLC, a Washington limited liability company, in its capacity as Member of NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company, in its capacity as Manager of STADIUM PLACE INVESTORS, LLC, a Washington limited liability company, in its capacity as Manager of STADIUM PLACE TOWERS, LLC, a Washington limited liability company to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 2019.

 (Signature of Notary)

 (Print or stamp name of Notary)
 NOTARY PUBLIC in and for the State of
 Washington
 My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that DOUGLAS SPEAR., 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 VICE PRESIDENT of R.D. MERRILL COMPANY, a Washington corporation, in its capacity as Manager of R.D. MERRILL REAL ESTATE HOLDINGS, LLC a Washington limited liability company, in its capacity as Member of NORTH LOT INVESTORS, LLC, a Washington limited liability company, in its capacity as Member of NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company, in its capacity as Manager of STADIUM PLACE INVESTORS, LLC, a Washington limited liability company, in its capacity as Manager of STADIUM PLACE TOWERS, LLC, a Washington limited liability company to be the free and voluntary act and deed of such limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 2019.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of
Washington

My Appointment Expires: _____

County Acknowledgement

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a municipal corporation and subdivision of the State of Washington to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on _____, 2019.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington
My Appointment Expires: _____

Exhibit A

Legal Descriptions

Burdened Property:

New Parcels A and B, of Seattle Lot Boundary Adjustment 3012468 Recorded Under Recording No. 20110919900011, Records of King County, Washington. New Parcel A is now known as All Units of Stadium Place Master Condominium, a Condominium, according to Declaration thereof recorded under Recording No. 20111221001198 and Amendment(s) thereto, as amended and restated by Instrument recorded under recording No. 20120502000541; said Units are located on Survey Map and Plans filed in Volume 273 of Condominiums, as Pages 97 through 101, Recording No. 20111221001197, in King County, Washington.

Benefitted Property:

Lots 1 through 8, Block 13, D.S. Maynard's Plat, City of Seattle, according to the plat thereof recorded in Volume 1 of Plats, page 23, records of King County, Washington.

TOGETHER WITH the alley within said Block 13 as vacated under City of Seattle, Vacation Ordinance 2852, and the West half of Third Avenue South as vacated under City of Seattle Vacation Ordinance 2849.

EXCEPT the West 12.00 feet of Lot 1 and Lot 8 as condemned under Condemnation Ordinance 1141;

All of the above parcel being more particularly described as follows:

Beginning at the Northeast corner of the West 12.0 feet of said Lot 1;
Thence along the North line of Block 13 and the Easterly prolongation thereof South 88°45'19" East, 276.07 feet to the centerline of vacated Third Avenue South;
Thence along said centerline South 01°19'00" West, 239.77 feet to an intersection with the Easterly prolongation of the South line of Block 13;
Thence along the South line of vacated Third Avenue South and the South line of Block 13 North 88°47'32" West, 275.76 feet to the Southeast corner of the West 12.0 feet of Lot 8;
Thence along the East line of the West 12.0 feet of Lot 8 and Lot 1 North 01°14'33" East, 239.95 feet to the point of beginning.