

AMENDMENT TO LEASE NO. 227a

This AMENDMENT TO Lease ("Amendment") is entered into as of _____, 2024 between TACOMA COMMUNITY COLLEGE BOARD OF TRUSTEES ("Lessor") and the CITY OF TACOMA, a first-class municipal corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease dated June 22, 2005, ("Lease") for the lease of one-half (1/2) acre of real property located on or near the Lessor's college campus at 6316 South 12th Street, Tacoma, Washington, more specifically located between South 12th Street on the north, South 19th Street on the south, Pearl Street on the east and Mildred Street on the west, and more particularly described in Exhibit "A" of the Lease and incorporated by reference herein ("Premises").

WHEREAS, Lessor and Lessee desire to continue the Lease and extend the term.

WHEREAS Lessor agrees to continue to permit the City of Tacoma to maintain a building on the Premises for purpose of operating the Tacoma Learning Communities facility (Washington PAVE and HopeSparks (formerly TLC)).

WHEREAS the Lessor and Lessee have agreed upon changes to the terms set forth in the Lease.

WHEREAS, except as expressly modified in this Amendment, the remainder of the Lease shall remain in full force and effect.

WHEREAS, College agrees to seek approval of such lease from the State Board for Community and Technical Colleges.

NOW THEREFORE, Lessor and Lessee agree to the following amendments to the Lease:

AGREEMENT

1. Section 1 of the Lease is hereby deleted and replaced with the following:

Term. The Term of this Lease shall be extended for a period of five (5) years, commencing on April 15, 2024 and ending April 15, 2029. Thereafter, the lease will expire and the property will be returned to Tacoma Community College, per Section IV, No. 2 of the June 2005 Lease Agreement. Upon completion of this lease extension, all related contractual obligations flowing from the 2005 Lease Agreement and all subsequent extensions are fully met.

Condition Precedent. This Lease shall not be valid and effective unless approved by the Tacoma Community College Board of Trustees, the State Board for Community and Technical Colleges, and the Tacoma City Council. The Term of all future amended operating agreements between the City of Tacoma and the operators of the Tacoma Learning Communities facility (currently Washington PAVE and HopeSparks) shall not exceed the Term found within this Lease.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement as of the date set forth above.

LESSOR:

TACOMA COMMUNITY COLLEGE

Ivan Harrell, President

Approved as to form:

Assistant Attorney General for TCC

STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

LESSEE:

CITY OF TACOMA, a first-class municipal corporation

Elizabeth A. Pauli
City Manager

Department Approval:

Allyson Griffith
Neighborhood and Community Services Director

Andrew Cherullo
Finance Director

Approved as to form:

Deputy City Attorney

EXHIBIT "A"

That portion of Lots 15 through 22, Block 18, Frace's First Addition to Tacoma, Washington, according to the plat thereof, recorded in Book 5 of Plats at Page 49, Records of Pierce County, Washington, together with portions of Whitman Street and the alley abutting said Lots 15 through 22 as vacated under Ordinance No.17897 and described as follows:

Beginning at a point S 89°22'08" E 26.80 feet and S 00°37'52" W 412.94 feet of the Brass Monument at the Intersection of South 12th Street and Whitman Street, thence S 11°19'35" W 160.00 feet, thence S 78°40'25" E 136.00 feet, thence N 11°19'35" E 160.00 feet, thence N 78°40'25" W 136.00 feet to the point of beginning;

AMENDMENT TO LEASE NO. 235

This AMENDMENT TO Lease ("Amendment") is entered into as of _____, 2024 between TACOMA COMMUNITY COLLEGE BOARD OF TRUSTEES ("Lessor" or "College") and the CITY OF TACOMA, a first-class municipal corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease dated June 22, 2005, ("Lease") for the lease of two acres of real property located on or near the Lessor's college campus at 6315 South 19th Street, Tacoma, Washington, more specifically located between South 12th Street on the north, South 19th Street on the south, Pearl Street on the east and Mildred Street on the west, and more particularly described in Exhibit "A" of the Lease and incorporated by reference herein ("Premises").

WHEREAS, Lessor and Lessee desire to continue the Lease and extend the term.

WHEREAS Lessor agrees to continue to permit the City of Tacoma to maintain a building on the Premises for use by the Tacoma Area Coalition for Individuals with Disabilities (TACID) Center.

WHEREAS the Lessor and Lessee have agreed upon changes to the terms set forth in the Lease.

WHEREAS, except as expressly modified in this Amendment, the remainder of the Lease shall remain in full force and effect.

WHEREAS, College agrees to seek approval of such lease from the State Board for Community and Technical Colleges.

NOW THEREFORE, Lessor and Lessee agree to the following amendments to the Lease:

AGREEMENT

1. Section 1 of the Lease is hereby deleted and replaced with the following:

Term. The Term of this Lease shall be extended for a period of five (5) years, commencing on April 15, 2024 and ending April 15, 2029. Thereafter, the lease will expire and the property will be returned to Tacoma Community College, per Section IV, No. 2 of the June 2005 Lease Agreement. Upon completion of this lease extension, all related contractual obligations flowing from the 1982 Interlocal Agreement, the 1984 TACID Facility Lease, and all subsequent extensions of the 1984 TACID Facility Lease are fully met.

Condition Precedent. This Lease shall not be valid and effective unless approved by the Tacoma Community College Board of Trustees, the State Board for Community and Technical Colleges, and the Tacoma City Council. The Term of all future amended operating agreements between the City of Tacoma and TACID shall not exceed the Term found within this Lease.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement as of the date set forth above.

LESSOR:

TACOMA COMMUNITY COLLEGE

Ivan Harrell, President

Approved as to form:

Assistant Attorney General for TCC

STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

LESSEE:

CITY OF TACOMA, a first-class municipal corporation

Elizabeth A. Pauli
City Manager

Department Approval:

Allyson Griffith
Neighborhood and Community Services Director

Andrew Cherullo
Finance Director

Approved as to form:

Deputy City Attorney

EXHIBIT "A"

Lots 19 through 30, Blocks 6 and 9, West Home Addition to Tacoma, according to the plat thereof recorded in Volume 10 of Plats at page 92, records of Pierce County, Washington.

EXCEPT the South 17.00 feet of Lot 30 of said Blocks 6 and 9; ALSO EXCEPT the North 1.91 feet of Lot 19, of said Blocks 6 and 9;

TOGETHER WITH that portion of vacated Whitman Street described as follows:

BEGINNING at the intersection of the West line of Lot 30, of said Block 9, and the North right-of-way of South 19th Street; THENCE North 291.09 feet, along the West line of said Block 9 to the South line of the North 1.91 feet of Lot 19, of said Block 9; THENCE West 12.50 feet, along the Westerly extension of said South line, to the West line of the East 12.50 feet of afore said vacated Whitman Street; THENCE South 147.42 feet, parallel with the West line of said Block 9; THENCE Southerly 100.64 feet, more or less, to a point 9.35 feet Westerly of the West line of said Block 9 and 43.09 feet North of the North right-of-way of said South 19th Street; THENCE South 43.09 feet, parallel with and 9.35 feet Westerly of the West line of said Block 9 to the North right-of-way of said South 19th Street; THENCE East 9.35 feet, along said North line to the POINT OF BEGINNING.

ALSO TOGETHER WITH the West 50.00 feet of abutting vacated Vassault Street and vacated alley abutting said portions of Lots 19 through 30, Blocks 6 and 9, as per vacation Ordinance No. 17897.

Parcel contains 94,070 square feet, more or less.