



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 16, 2007

Ordinance 15922

Proposed No. 2007-0463.2

Sponsors Constantine

1 AN ORDINANCE authorizing the King County executive
2 to enter into lease renewals for various sites.

3

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Findings.

6 A. The Columbia Public Health Center, also known as the Southeast clinic, has
7 been located in the current location since 1990.

8 B. The Downtown Public Health Center has been located in the Denny Regrade
9 area since 1990; a fifteen-year lease was renewed in 2005 for another five-year term.

10 C. The Briarwood sheriff's office storefront was relocated in 2006 from another
11 location in the same complex.

12 D. The Enumclaw Public Health site and WIC (Women, Infants, and Children)
13 program was relocated from the Enumclaw Hospital due to expansion/remodeling; the
14 clinic is now located in a closed Enumclaw School District elementary school.

15 E. The Auburn Public Health Center is a lease extension of the original five-year
16 term, which started in 1999 and ended in 2004. The new agreement is retroactive to
17 October 1, 2004, and ends May 30, 2007.

18 F. The Bellevue district court has been located at the former Surrey Downs
19 School in Bellevue since 1985. The building was given to the city of Bellevue in 2004 as
20 part of the Coal Creek park transfer. The county then became the tenant when Bellevue
21 became the lessor for Surrey Downs.

22 G. The lease agreements represent no change in the approved staffing, work
23 program, budget or physical location for any of the programs mentioned in subsections
24 A. through F. of this section.

25 H. In accordance with K.C.C. 4.04.040 the King County council may adopt an
26 ordinance permitting the county to enter into contracts requiring the payment of funds
27 from the appropriation of subsequent fiscal years. Additionally, Ordinance 15328 was
28 passed by the King County council on November 21, 2005, amending the provisions of
29 K.C.C. 4.04.040 and limiting lease terms, where the county is the lessee, to a cumulative
30 total of two years. The lease renewals mentioned in subsections A. through G. of this
31 section are subject to Ordinance 15328 and K.C.C. 4.04.040.

32 SECTION 2. The King County executive is hereby authorized to execute lease
33 renewals, in substantially the form attached to this ordinance, at the following locations:

34 A. Columbia Public Health Center, 4400 37th Avenue South, Seattle, WA.

35 B. Downtown Public Health Center, 2124 Fourth Ave., Seattle, WA.

36 C. Sheriff's Office Briarwood Storefront, Briarwood Shopping Center, 12644 SE
37 128th Street, Renton, WA.

38 D. Enumclaw Public Health site and WIC Program, 1640 Fell Street, Enumclaw,
39 WA.

40 E. Auburn Public Health Center, Auburn Medical Arts Building, 126 Auburn
41 Ave., Auburn, WA.

42 F. Bellevue District Court, 585 112th Avenue SE, Bellevue, WA.

43 G. Metro Customer Assistance Office, Rainier Square, 1301 Fifth Ave., Suite 14,
44 Pedestrian Concourse, Seattle, WA.

45 SECTION 3. The King County executive is hereby authorized to execute a lease

46 extension through June 30, 2008, for the Auburn Public Health Center, Auburn Medical
47 Arts Building, 126 Auburn Avenue, Auburn, Washington.

48

Ordinance 15922 was introduced on 9/24/2007 and passed by the Metropolitan King
County Council on 10/15/2007, by the following vote:

Yes: 8 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.
Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine

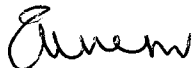
No: 0

Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

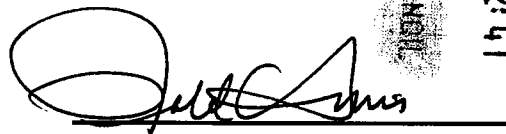

Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 23 day of October, 2007.



Ron Sims, County Executive

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KING COUNTY COUNCIL

Attachments

- A. Lease Agreement Special Terms and Conditions, B. Third Amendment To That Certain Lease Between The Elizabeth A. Lynn Trust, Lessor and King County, Lessee Effective December 15, 2005, C. 3rd Lease Amendment and Extension, D. Lease Agreement Between Enumclaw School District, Enumclaw Regional Hospital, King County (Addendum to Lease between King County and Enumclaw Hospital-King County Lease #1692), E. Amendment of Lease 1694 A & B, F. Lease # 1825 Lease Agreement, G. Landlord's Consent and Agreement to Sublease

15922

#1185
Attachment A

**LEASE AGREEMENT
SPECIAL TERMS AND CONDITIONS**

I. **PARTIES:** THIS LEASE AGREEMENT is entered into by and between THE CITY OF SEATTLE, a municipal corporation of the State of Washington, as Lessor (hereinafter referred to as the "City"), and KING COUNTY, a municipal corporation organized under the laws of the State of Washington, as Lessee (hereinafter referred to as "Lessee").

II. **PREMISES:** The City hereby leases to the Lessee and the Lessee hereby leases from the City a portion of that property commonly known as Southeast Seattle Health Clinic, located at 4400 - 37th Avenue South, Seattle Washington, covering approximately 19,666 square feet and legally described as:

Lots 14 through 16, inclusive, Block 21, Squire's Lakeside Addition to the City of Seattle, According to the plat thereof recorded in Volume 11 of Plats, Page 50, in King County, Washington;

all subject to the terms and conditions of this Lease. (Such property shall be referred to in this Lease as the "Premises").

III. **USE/PURPOSE:** The Premises may be used only for the following uses and purposes: Office space and related facilities for the Seattle-King County Department of Public Health.

IV. **TERM:** The term of this Lease begins June 1, 2006, and ends May 31, 2011, unless it is terminated earlier pursuant to the provisions hereof, including provisions described in Addendum "A". This lease may be extended on a month to month basis under the same terms and conditions.

V. **RENT:** In consideration of this Lease, the Lessee shall pay to the City, as rent, the prevailing Schedule II rental rate as specified in the City's annual budget. The current rent is \$5.07 per square foot per year or \$8,308.88 per month through May 31, 2007.

Rent shall be adjusted annually for the June rent payment to reflect the current Schedule II rate. Rent shall be paid in advance, on or before the first of each month.

VI. **INSURANCE:** Lessee shall secure and maintain, at no expense to City, a policy or policies of insurance as enumerated below. Evidence of such insurance, shall be delivered to the address set forth below. Said policies shall include:

A) A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01) or equivalent, including all the usual coverages known as:

- Premises/Operations Liability

- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap/Employers Contingent Liability
- Liquor Liability/Host Liquor Liability (as applicable)
- Fire Damage Legal Liability
- Elevator & Hoist Liability

Such policy (ies) must provide the following minimum limit:

Bodily Injury and Property Damage -

\$ 2,000,000	General Aggregate
\$ 2,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap Employers Liability

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease - Policy Limit
\$ 1,000,000	Disease - Each Employee

Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of the Lessee.

- B) A policy of **Business Automobile Liability**, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent.

Such policy (ies) must provide the following minimum limit:

<u>Bodily Injury and Property Damage -</u>	
\$ 1,000,000	per accident

- C) A policy of **Worker's Compensation**. As respects Workers' Compensation insurance in the state of Washington, the Lessee shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If the Lessee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Lessee shall so certify by providing a copy of the state Certificate of Self-Insurance, and setting forth the limits of any policy of excess insurance covering its employees.
- D) A policy of **Property Insurance** covering Lessee's furniture, fixtures, equipment and inventory and all improvements that it has made or makes to the Premises in an amount equal to replacement cost thereof, against (a) loss from the perils of fire, and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (CP 10 30), (b) Loss or damage from water damage, or sprinkler systems now or hereafter installed in on the premises; (c) Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage; (d) Business

Interruption or Extra Expense, with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of Lessee's business because of fire or other cause.

- E) **Additional Insured and Changes of Coverage and Limits:** Additional Insured
- Such insurance, as provided under items A, B and D above, shall be endorsed to include the City, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, Lessee's insurance shall be primary, as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Lessee's insurance.
- F) **Coverage &/or limits** may be altered or increased as necessary, to reflect type of or exposure to risk. The City shall have the right to periodically review the appropriateness of such limits in view of inflation and/or changing industry conditions and to require an increase in such limits upon ninety (90) days prior written notice.
- G) **Evidence of Insurance:** The following documents must be provided as evidence of insurance coverage:
- A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
 - A copy of the endorsement naming The City as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or equivalent.
 - A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
 - A copy of an endorsement stating that the coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City.
 - A copy of A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that - except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability & Business Automobile Liability Insurance).
- H) All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-: VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.
- I) If Lessee fails to maintain such insurance, City may do so, and Lessee shall reimburse City for the full expense thereof upon demand. Lessee shall not keep or use in or about the Premises any article that is prohibited by City's insurance policy. Lessee shall pay immediately any increase in City's premiums for insurance during the term of this Lease that results from Lessee's use of the Premises.
- J) **Waiver of Subrogation.** Neither City nor Lessee shall be liable to the other party or to any

insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the Premises or Building, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required under the terms of this Lease to be covered by insurance procured by the party suffering the loss.

K) Self-Insurance: Should Lessee be self-insured, under items A or B above, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable - stipulating if actuarially funded and fund limits; plus any excess declaration pages to meet the contract requirements. Further, this letter should advise how Lessee would protect and defend the City of Seattle as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.

IX. UTILITIES AND SERVICES: The City shall provide the following utilities and services: none. The Lessee shall provide all other utilities and services, at no expense to the City.

X. AGREEMENT CONTENTS: This Lease consists of these special terms and conditions as well as the general terms and conditions hereto attached, plus Addendum "A". It embodies the entire agreement of the parties hereto. There are no other understandings or agreements, written or oral, between the parties relating to the subject matter of this Lease.

XI. EFFECTUATION OF AGREEMENT: In order to be effective, this Lease must be (1) signed by an authorized representative of the Lessee and returned to the Director of the Fleets & Facilities Department at the address set forth below, accompanied by the security deposit and any required policy of insurance, and (2) signed by the Director pursuant to Ordinance authority.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

LESSOR, THE CITY OF SEATTLE

LESSEE, King County, Washington

By _____
Brenda Bauer
Fleets & Facilities Department

By _____
Kathy Brown, Director
Facilities Management Division

Date _____

Date _____

Approved as to form only:

By Don Woodworth
Don Woodworth, Sr. Deputy Prosecuting Attorney

Date 3/29/07

Public Health, Seattle – King County

By David Fleming for
David Fleming, MD, Director and Health Officer

Date MAR 14 2007

City's address for all communications:

Fleets & Facilities Department
700 Fifth Avenue, Suite 5200
P.O. Box 94689
Seattle, Washington 98124-4689

Lessee's address for all communications:

King County Real Estate Services Division
500 Fourth Avenue, Suite 500
Seattle, WA 98104

15922

Attachment B

Lease #1441

**THIRD AMENDMENT TO THAT CERTAIN LEASE
BETWEEN**

**The Elizabeth A. Lynn Trust, Lessor and King County, Lessee
Effective December 15, 2005**

WHEREAS pursuant to Ordinance 10682 King County accepted the Assignment of Lease originally dated December 15, 1990, ("the Lease") which was approved by the Elizabeth A. Lynn Trust, for 19,078 square feet (Floors 1,2 and 3) from the City of Seattle, a Municipal Corporation, and pursuant to Ordinance 10391 wherein King County leased an additional 6,419 square feet (the 4th Floor) for the property located at 2124 Fourth Avenue, Seattle, WA, AND

WHEREAS King County desires to extend the term of the Lease for an additional five (5) years.

NOW THEREFORE King County and the Elizabeth A. Lynn Trust agree to the following:

1. Term. The term of the Lease shall be extended for five (5) years commencing December 15, 2005 and ending December 14, 2010.
2. Rent. Base Rent for the five (5) year period shall be Forty Seven Thousand Eight Hundred Seven & No/100 Dollars (\$47,807.00) per month for the period commencing December 15, 2005 and ending December 14, 2008, and Fifty Three Thousand Five Hundred Forty-Four & No/100 Dollars (\$53,544.00) per month for the period commencing December 15, 2008 and ending December 14, 2010.
3. Operating Expenses. Effective with the calendar year commencing January 1, 2006 the Base Year for Operating Expenses, per paragraph 6, shall be established on a new Base Year of 2005. The Base Year shall be determined upon finalization of the December 31, 2005 financial statements and a statement shall be sent to King County establishing the Operating Expense Base Year.
4. Improvements by Landlord. Following execution of this Third Amendment to Lease, Landlord shall, at its sole cost and expense, perform the following improvements:
 - a. Paint interior of all office areas. To avoid having to move large amounts of files and storage, at Lessee's request, a number of storage/file room areas will remain as-is. For clarification purposes, doors and jambs on the 4th floor shall be painted and the doors throughout the 1st and 3rd floors shall be oil wiped. The painting scope includes an allowance for one lobby accent wall on each floor. Painting in occupied areas shall be performed outside of normal business hours and Lessee agrees that all paintings, prints and personal items shall be removed by Lessee in order for Lessor to begin.
 - b. Replace floor coverings in the office area with carpet tile, VCT or sheet vinyl as may specified by King County. A cushioned floor covering shall be installed in the pharmacy will call area. In addition to a floor by floor product specification summary product samples shall be obtained by Landlord and submitted to the King County acting site manager for approval. Due to the density of storage and files stored in a few rooms, at Lessee's request, floor coverings shall remain as is. Lessor shall coordinate and bear the expense of moving Lessee's furniture and boxed personal items. Lessee agrees that it shall cooperate with Lessor by having its employee's box up personal items, and unplugging all computer equipment with cords property secured for safe moving.
 - c. Replace sinks and faucets in the main lobby restrooms (2 per floor).
It being understood that Lessee may, upon written request to Lessor, require Lessor to delay floor covering replacement, and interior painting of the 4th floor until such time as the existing King County entity, Environmental Health Services, vacates the floor. Lessee estimates that King County will desire that Lessor provide these improvements in 2007. Lessor shall use its best efforts to accommodate Lessee's schedule.
5. All remaining terms and conditions of the Lease shall remain unchanged.

PREMISES:

Known as 2124 Fourth Avenue, Seattle, WA consisting of floors 1,2, 3 and 4 (25,497 s.f.)

APPROVED: Elizabeth A. Lynn Trust

BY: [Signature]
Co-Trustee
Date: 1-4-06

BY: [Signature]
Co-Trustee
Date: 1-12-06

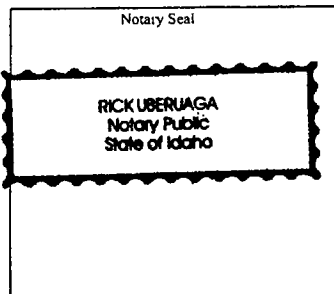
APPROVED: King County, Washington

BY: [Signature]
Manager, Real Estate Services Division
Date: 12/19/05

BY: [Signature]
Dorothy F. Teeter, MHA, Interim Director
Department of Public Health
Date: 12-06-05

APPROVED AS TO FORM only:

BY: [Signature]
Don Woodworth, Senior Deputy
Prosecuting Attorney
Date: 12/15/05

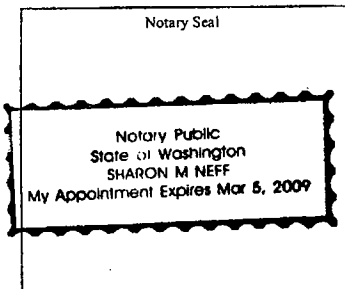


STATE OF Idaho)
) SS
COUNTY OF Blaine)

On the 4th day of January, 2006, before me, the undersigned, Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Jeffery S. Lynn, Co-Trustee of the Elizabeth A. Lynn Trust, to me and acknowledged the said instrument to be the free and voluntary act and deed of the Elizabeth A. Lynn Trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument for Elizabeth A. Lynn Trust.

Given under my hand and official seal the day and year first above written.

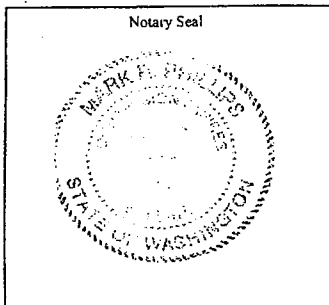
Richard S. Ueberjaga
NOTARY PUBLIC in and for the State of Idaho
residing at Ketchikan, Idaho
My Appointment expires: 7/12/06



STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On the 12th day of January, 2006, before me, the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas J. Stephens, Co-Trustee of the Elizabeth A. Lynn Trust, to me and acknowledged the said instrument to be the free and voluntary act and deed of the Elizabeth A. Lynn Trust, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument for Elizabeth A. Lynn Trust.

Given under my hand and official seal the day and year first above written.
Sharon M. Neff
NOTARY PUBLIC in and for the State of Washington
residing at Seattle, WA
My Appointment expires: 03/05/2009

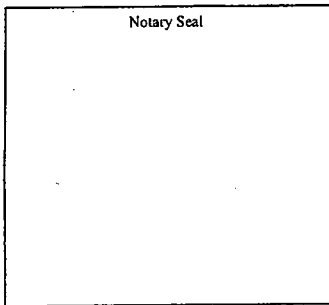


STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On the 17th day of December, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dave Preugschat to me and signed this instrument, and on oath stated that he was authorized by the King County Executive to execute the foregoing instrument, and acknowledged to me that he is the manager of Property Services Division of King County, Washington, and said act was the free and voluntary act of said County, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

Mark R. Phillip
NOTARY PUBLIC in and for the State of Washington
residing at Bellevue
My Appointment expires: 6/15/08



STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On the ___ day of _____, 2005, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alonzo L. Plough to me and signed this instrument, and on oath stated that he was authorized by the King County Executive to execute the foregoing instrument, and acknowledged to me that he is the Director of Public Health Services Division of King County, Washington, and said act was the free and voluntary act of said County, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington
residing at _____
My Appointment expires: _____

LANDLORD'S CONSENT AND AGREEMENT TO SUBLEASE

This Landlord's Consent and Agreement To Sublease ("Agreement") is made as of July 14, 2005, among UNICO PROPERTIES INC., a Delaware corporation ("Landlord"), DOWNTOWN SEATTLE ASSOCIATION dba Urban Mobility Group, a Washington non-profit corporation ("Tenant"), and KING COUNTY DEPARTMENT OF TRANSPORTATION ("Subtenant").

RECITALS:

A. Pursuant to a Lease dated June 21, 2005 between Landlord and Tenant, (collectively the "Lease"), Landlord is leasing to Tenant and Tenant is leasing from Landlord certain premises commonly known as Suite 14 Pedestrian Concourse (the "Premises"), in the building known as the Rainier Square (the "Building"), located at 1301 Fifth Avenue, Seattle, King County, Washington. The Premises are more particularly described in the Lease.

B. Pursuant to a Sublease Agreement attached to this Agreement as Exhibit A (the "Sublease"), Tenant has agreed to sublease to Subtenant a portion of the Premises, as more particularly described in the Sublease.

C. Pursuant to the terms of the Lease, Tenant must obtain the prior written consent of Landlord to any sublease of all or any portion of the Premises. Landlord is prepared to consent to the Sublease on the terms and conditions of this Agreement.

AGREEMENT:

Landlord hereby consents to the Sublease, subject to the following terms, covenants and agreements of the parties, and in consideration of such consent, Tenant and Subtenant agrees as follows:

1. Neither the Sublease nor this agreement shall be construed to relieve Tenant of any liabilities or obligations whatsoever under the lease and nothing herein shall be deemed to modify or amend the lease in any way. Nothing herein shall operate as a consent to or approval or ratification by Landlord of any of the provisions of the sublease or as a representation or warranty by Landlord, and Landlord shall not be bound or estopped in any way by the provisions of the Sublease. Tenant shall continue to be fully and primarily liable to Landlord for the full performance of all obligations of the Tenant under the Lease.

2. Subtenant and Tenant acknowledge and agree the Sublease and all of Subtenant's rights thereunder shall be subject and subordinate in all respects to the Lease. If the Lease terminates or is terminated prior to the expiration of the term of the Sublease, the Sublease also shall terminate unless otherwise expressly agreed in writing by Landlord in its sole discretion; provided, however, at Landlord's option in its sole discretion as set forth in a written notice to Subtenant, following a termination of the Lease, the Sublease shall remain in full force and effect, in which event Subtenant shall attorn to Landlord and recognize Landlord as Subtenant's landlord under the Sublease, upon the terms and conditions and at the rental rate specified in the Sublease, and for the then remaining term of the Sublease, except Landlord shall not be bound by any provision of the Sublease which in any way increases Landlord's duties, obligations or liabilities to Subtenant beyond those owed to Tenant under the Lease. Subtenant shall execute and deliver at any time and from time to time upon the request of Landlord, any instruments which may be necessary or appropriate to evidence any such attornment. Landlord shall not in any event (i) be liable to Subtenant for any act, omission or breach of the Sublease by Tenant, (ii) be subject to any offsets or defenses which Subtenant might have against Tenant, (iii) be bound by any rent or additional rent which Subtenant might have paid in advance to Tenant, or (iv) be bound to honor any rights of Subtenant in and to any security or other deposits paid by Subtenant pursuant to the Lease except to the extent Tenant has turned over such security or other deposits to Landlord. If Tenant is in default under the terms of the Lease, Landlord shall have the right to take all actions available to Landlord under the Lease and by law, including but not limited to the right to commence an unlawful detainer action against Tenant and Subtenant.

3. Whenever the Lease gives Landlord a right of involvement, such as a right to approve, consent, cooperate or decide, Landlord shall have such right with respect to both Tenant and Subtenant. If Landlord and Tenant disagree over any decision requiring both of their consents or approvals, Landlord's decision shall control. For example, the Lease requires Landlord's prior consent to any alterations or additions to the Premises. If Subtenant desires to make alterations or additions to the Premises, it must obtain the prior consent of both Landlord and Tenant.

4. Tenant will pay Landlord's attorneys' fees, if any, in reviewing the Sublease and preparing this Agreement.

5. The indemnification benefits of the indemnity and other agreements contained in the Sublease (or incorporated therein by reference) shall apply with equal force and effect between Subtenant and Landlord (with Subtenant indemnifying Landlord in accordance with the terms of the Sublease), and Landlord shall be named as an additional insured on any insurance maintained by

Subtenant under the Sublease, but in no event shall Landlord have any obligation to indemnify or defend Subtenant.

6. This Agreement shall not relieve Tenant of its obligation to obtain Landlord's consent to (a) any further sublease of all or part of the Premises, or (b) any assignment of the Lease; nor shall the Sublease or this Agreement be construed as conferring upon Subtenant any right to further sublease the Premises or assign its rights under the Sublease in either case without Landlord's consent.

7. A failure by Tenant or Subtenant to comply with any of the terms or conditions of this Agreement shall constitute a default under the Lease. If any party to this Agreement commences an action or other legal proceeding to enforce performance of any of the terms or provisions hereof or of the Lease, the prevailing party in such action or proceeding shall, in addition to such other relief as it may obtain, be entitled to recover from the other parties all of its costs incurred, including reasonable attorneys' fees, in any such action or proceeding or any appeal from any order, award or judgment therein.

8. In addition to Landlord's rights under this Agreement, the Lease, at law or in equity, if Tenant is in default under any of the terms or provisions of the Lease, Landlord may elect to receive directly from Subtenant all sums due or payable to Tenant by Subtenant pursuant to the Sublease, and upon receipt of written notice from Landlord to do so, Subtenant shall thereafter pay Landlord any sums becoming due or payable under the Sublease. Tenant hereby consents to such direct payment and authorizes and directs Subtenant to comply with any notice given by Landlord to Subtenant pursuant to the preceding sentence. Neither the service of such written notice nor the receipt and acceptance of such direct payments shall cause Landlord to be deemed to have assumed any of Tenant's duties, obligations and/or liabilities to Subtenant under the Sublease, nor shall such event impose upon Landlord the duty or obligation to accept an attornment by Subtenant following a termination of the Lease.

9. If, at any time and from time to time, Subtenant requests that Landlord provide Subtenant any special services (special janitorial services or any other services or facilities for which Landlord is permitted to assess a separate charge in addition to monthly rent) Landlord may (but shall not be required to) provide the requested services to Subtenant without Tenant's specific consent, and Tenant hereby generally consents to Landlord's providing such services to Subtenant. In the event that Landlord provides such special services, with or without Tenant's specific consent, Landlord's charges for such special services (at Landlord's normal rates or at Landlord's cost plus Landlord's normal administrative charge) shall constitute Additional Rent under the Lease for which Tenant shall be liable. Subtenant shall pay such charges to Landlord as and when due and shall indemnify Tenant against any liability in respect of such charges, but in the event of Subtenant's failure to pay Landlord, Tenant shall pay such charges to Landlord on demand.

10. Subtenant and Tenant shall not amend or modify the Sublease without Landlord's prior written consent. In the event of any conflict between the provisions of this Consent and the provisions of the Sublease, the provisions of this Consent shall prevail unaffected by the Sublease.

11. As provided in the Lease, it is acknowledged and agreed that any failure by Tenant or Subtenant to comply with any of the terms or conditions of this Landlord's Consent and Agreement to Sublease shall constitute a default under the Lease.

12. All communication, notices and demands of any kind which a party may be required or desire to give or to serve upon another party pursuant to this Consent shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by nationally air courier service of United States certified mail, return receipt requested, postage prepaid, addressed as follows:

To Landlord:

Unico Properties, Inc.
1301 Fourth Avenue, Suite 3500
Seattle, WA 98101
Attention: General Manager

To Subtenant:

Transit Real Estate
King County Metro,
M/S KSC-TR-0431,
201 South Jackson Street
Seattle, WA. 98104

To Tenant:

Urban Mobility Group
1301 Fifth Avenue, Suite 14 Pedestrian Concourse
Seattle, WA 98101
Attention: Director

Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing (or as earlier date evidenced by a receipt from such national air courier service of the United States Postal Service) or immediately if personally delivered.

13. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, subject, however, to all restrictions on assignment and subletting contained in the Lease or in this Agreement. In the event of any litigation or other legal proceeding between the parties to enforce or interpret this Agreement, the unsuccessful party or parties shall pay to the prevailing party or parties, all costs, expenses and reasonable attorneys' fees incurred by the prevailing party or parties, whether such fees and expenses are incurred in trial court, on appeal, in bankruptcy court or in any other legal proceeding.

Dated as of the day and year first above written.

LANDLORD:

UNICO PROPERTIES INC.,
a Delaware corporation

By: _____


John Lamby
Senior Vice President

TENANT:

DOWNTOWN SEATTLE ASSOCIATION
dba Urban Mobility Group
a Washington non-profit corporation

By: _____


Kate Joncas
President

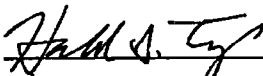
SUBTENANT:

KING COUNTY DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Its: _____

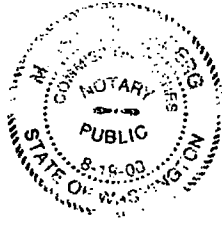

HAROLD S. TALLICHET
DIRECTOR

LANDLORD ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

On this 17th day of August, 2005, before me personally appeared John Lamb, to me known to be the Senior Vice President of Ulico Properties, Inc., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunder set my hand and affixed my official seal the day and year first above written.



M. Kay Schellberg
Name Printed: M. KAY SCHELLBERG
Notary Public in and for the State of Washington,
residing at Seattle WA
My commission expires: 19 August 2008

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

On this 14th day of July, 2005, before me personally appeared Kate Joncas, to me known to be the President of the Downtown Seattle Association, the Washington non-profit corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

In Witness Whereof I have hereunder set my hand and affixed my official seal the day and year first above written.

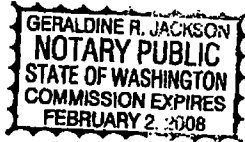


Ruth M. Alford
Name Printed: Ruth M. Alford
Notary Public in and for the State of Washington,
Residing at Redmond
My commission expires: 05/29/2006

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Harold Taniguchi, to me known to be the Director of the Department of Transportation of King County, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the same instrument.

GIVEN under my hand and official seal this 5th day of August,
2005.



Geraldine R. Jackson
GERALDINE R. JACKSON
(print notary's name)
Notary Public in and for the State of Washington
residing at Reston
My commission expires: Feb 2, 2008

**EXHIBIT A
SUBLEASE AGREEMENT**

[BEGINS ON FOLLOWING PAGE]

STANDARD SUBLEASE

THIS SUBLEASE ("Sublease") is made effective the 14th day of JULY, 2005, by and between DOWNTOWN SEATTLE ASSOCIATION dba Urban Mobility Group, a Washington nonprofit corporation ("Sublandlord"), and KING COUNTY METRO TRANSIT, a division of KING COUNTY DEPARTMENT OF TRANSPORTATION ("Subtenant"), with reference to the following facts and objectives:

A. Sublandlord is the Tenant in and under that certain Retail Lease dated for reference purposes June 21, 2005 (collectively the "Master Lease"), with UNICO PROPERTIES, INC., a Delaware corporation, as Landlord (the "Landlord"), demising in part, certain premises described in the Lease as Suite 14 Pedestrian Concourse, containing approximately 3,223 useable square feet (the "Premises") on the 1st floor of that certain building known as Rainier Square (the "Building"), the street address of which is 1301 Fifth Avenue, Suite 14, Pedestrian Concourse, Seattle, WA 98101. A copy of the Master Lease is attached hereto as Exhibit "A".

B. The term of the Master Lease commenced on or about September 1, 2005 and is scheduled to expire on August 31, 2008, subject to the terms of the Master Lease.

C. Subtenant desires to sublease from Sublandlord a portion of the Premises containing approximately 1055.2 useable square feet (the Sublease Premises'), as shown as Area A on the attached Exhibit "B".

D. Subtenant desires to be granted the right of shared use of an additional portion of the Premises consisting of areas ("Shared Premises") as depicted in Exhibit "B" hereto. Subtenant agrees to be responsible for the rent and costs associated with 33.3% of the total Shared Premises, as shown as Area D on the attached Exhibit B.

NOW THEREFORE, Sublandlord and Subtenant do hereby agree as follows:

SECTION 1 SUBLEASE

Sublandlord does hereby sublease the Sublease Premises to Subtenant, and Subtenant does hereby sublease the Sublease Premises from Sublandlord, for the term and upon the conditions of this Sublease. Further, Sublandlord does hereby grant Subtenant use of the Shared Premises as conditioned herein. See Exhibit B.

SECTION 2 TERM

A. The term of this Sublease shall be for approximately thirty-six (36) months, commencing on the Commencement Date, as defined in the Master Lease, and terminating at midnight of August 30, 2008. In the event that Sublandlord shall permit Subtenant to occupy the Sublease Premises prior to the commencement date of the term of this Sublease, such occupancy shall be subject to all of the provisions of this Sublease and all applicable terms of the Master Lease. Said early possession shall not advance the termination date of this Sublease.

B. Funding for the Subtenant to perform its obligations beyond the current appropriation year, and any subsequent appropriation year, is conditional upon appropriation by the King County Council of sufficient funds to support said obligations notwithstanding the reimbursement of costs by Sound Transit. Should such an appropriation not be approved in the next, or in a subsequent, appropriation year, this Sublease and all Subtenant obligations hereunder shall terminate at the end of the appropriation year for which sufficient funds had been appropriated. Subtenant will be responsible for their share of any remaining unamortized tenant improvement and broker lease commission costs that were paid by Landlord at lease commencement, amortized at 8% per annum over the entire term of the lease.

SECTION 3 RENT

For and during the term of this Sublease, Subtenant shall pay to Sublandlord as base rent for the Sublease Premises and Shared Premises, in advance on the first day of each calendar month of the term of this Sublease the sum of: \$1,029.38

SECTION 4 USE

The Sublease Premises shall be used in conformity with Sections 1(J) and 8 of the Master Lease and for no other purpose whatsoever without the consent of Sublandlord and Landlord.

SECTION 5 NOTICES

All notices hereunder shall be given in the same manner as required under the terms of the Master Lease with the addition of including the Subtenant to the notice. Any notice from either Sublandlord or Subtenant shall be given to Landlord, Sublandlord and Subtenant, shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice

by a notice given in accordance with the provisions of this paragraph. Nothing herein shall be deemed to modify or amend the notice provisions of the Master Lease.

SECTION 6 PROVISIONS CONSTITUTING SUBLEASE

Except as specifically provided herein (including, without limitation, the obligation to pay rent as set forth in Section 3 above and insurance and indemnification requirements as set forth in Subsection 6(E) through (J) below), this Sublease is subject to all of the terms and conditions of the Master Lease attached hereto as Exhibit "A" and Subtenant shall assume and perform the obligations of Sublandlord and Tenant in said Master Lease, to the extent said terms and conditions are applicable to the Sublease Premises. Subtenant shall not commit or permit to be committed on the Sublease Premises any act or omission which shall violate any term or condition of the Master Lease. The occurrence of any default by Subtenant beyond all applicable notice and cure periods under the Master Lease or this Sublease shall entitle Sublandlord to exercise against Subtenant those rights specified in the Master Lease as available to Landlord and any other rights provided as available to Sublandlord by law or equity, which remedies shall be deemed to be cumulative and not exclusive. In the event of the termination of Sublandlord's interest as Tenant under the Master Lease for any reason, then this Sublease shall terminate concurrently therewith without any liability of Sublandlord to Subtenant, unless such termination is caused by or the result of Sublandlord's negligence, misconduct and or failure to comply with Master Lease or this Sublease.

B. Operating Costs and Additional Rent. Subtenant shall be responsible for a pro rated share (equal to 42.6%) of: 1) operating expenses incurred by Sublandlord; 2) Sublandlord's Share of Common Area Expenses and Taxes as described in the Master Lease; and 3) any other additional rent obligations as described in the Master Lease (collectively "Reimbursable Sublandlord Expenses") that are incurred for the benefit of the entire Sublease Premises and, to the extent practical are pre-approved by Subtenant. Payment of Subtenant's share of Reimbursable Sublandlord Expenses shall be due to Sublandlord twenty (20) days after Subtenant receives an invoice from Sublandlord for these costs. At all reasonable times and upon reasonable notice from Subtenant, Sublandlord shall make available for Subtenant's inspection any records in Sublandlord's possession and control which are relevant to the Reimbursable Sublandlord Expenses.

C. Consideration. First (1) full month's base rental due upon execution of the Sublease documents to be applied toward first month's base rent when it becomes due.

D. Tenant Improvements. Tenant Improvements to the Sublease Premises and Shared Premises shall be constructed as set forth in the Master Lease. As between Subtenant and Sublandlord, Subtenant shall review and approve all plans and specifications of those Tenant Improvements for the Sublease Premises and Shared Premises. Approval shall not be unreasonably withheld. Subtenant shall pay as additional rent the sum not to exceed One hundred thousand dollars (\$100,000) which said sum is equal to Subtenant's share of Tenant Improvements (hereinafter referred to as "Subtenant TI Share"). The Subtenant TI Share shall be paid to Sublandlord upon substantial completion of Subtenant Improvements, and in any event no more than fifteen (15) days following substantial completion. For the purposes of this paragraph, substantial completion shall mean completion of Subtenant Improvements in accordance with the plans and specifications for said improvements, as reasonably determined by Subtenant; punch-list type follow-up items are specifically excepted. If Subtenant determines that Substantial Completion has not occurred, or that Substantial Completion has occurred, but not in accordance with the approved plans and specifications, then Subtenant shall, within five (5) days of demand by Sublandlord, notify Sublandlord of each item or items that Subtenant believes is not Substantially Completed, or which item or items are not in accordance with the plans and specifications. At the expiration or earlier termination of this Sublease, Subtenant shall remove trade fixtures attached to the Sublease Premises as requested by Sublandlord or Landlord, and will remove all furniture and equipment brought by Subtenant, and shall reasonably restore the Sublease Premises to the condition existing prior to such installation, all at Subtenant's sole cost and expense.

E. Insurance. At time of possession of Sublease Premises, Subtenant shall provide evidence of insurance in accordance with the following:

During the term of this Sublease, Subtenant at its sole cost and expense shall continuously maintain the following types of insurance coverages:

(i) Property Insurance for the protection of Subtenant and Sublandlord, as their interests may appear, covering all of Subtenant's improvements and alterations to the Premises, Subtenant's personal property, business records, fixtures and equipment, and other insurable risks for "all risk" perils, excluding earthquake and flood, in an amount not less than the full insurance replacement cost of such property and the full insurable value of such other interests of Subtenant;

(ii) Worker's Compensation Insurance (if applicable) in the amounts required by statute together with Employer Liability Insurance (or Washington Stop Gap Liability) with bodily injury by accident with limits of at least \$1,000,000 each accident, bodily injury by disease with limits of at least \$1,000,000 each employee, and an aggregate bodily injury by disease limit of at least \$1,000,000 policy limit;

(iii) Commercial General Liability Insurance (occurrence based) with limits of \$2,000,000 each occurrence, and in the aggregate, with coverage for death and bodily injury, property damage or destruction (including loss of use), product and completed operations liability, contractual liability, fire legal liability, personal injury liability and advertising injury liability.

(iv) Automobile liability for use of "any auto" with a bodily injury and property damage combined single limit of at least \$1,000,000.

Sublandlord reserves the right to require that Subtenant provide evidence of any additional insurance as it deems appropriate (i.e., liquor liability, professional liability, etc.).

All insurance required to be carried by Subtenant hereunder shall include the following provisions:

Property:

- (i) Shall release Sublandlord (and its lender, if any) from any claims for damage to business, the Premises, the Building and the Property and to Subtenant's fixtures, personal property, improvements and alterations in or on the Premises, caused by or resulting from risks insured against to the extent that the loss or damage is covered under any insurance policy carried by Subtenant in force at the time of such damage;
- (ii) Shall be issued by Insurance companies authorized to do business in the State of Washington with a financial rating of at least an "A-" status as rated in the most recent edition of Best's Key Rating Guide;
- (iii) Shall contain an endorsement requiring at least thirty (30) days prior written notice of cancellation to Sublandlord and Sublandlord's lender (if any), before cancellation or change in coverage, scope or amount of any policy.

Liability:

- (i) Shall be issued by Insurance companies authorized to do business in the State of Washington with a financial rating of at least an "A-" status as rated in the most recent edition of Best's Key Rating Guide;
- (ii) Shall contain an endorsement requiring at least thirty (30) days prior written notice of cancellation to Sublandlord and Sublandlord's lender (if any), before cancellation or change in coverage, scope or amount of any policy.
- (iii) Shall be issued as a primary and noncontributory policy; and
- (iv) Sublandlord and Landlord shall be named additional insureds.

Other Insurance Requirements:

- (i) Subtenant shall deliver certificates of such policies together with evidence of payment of all current premiums to Sublandlord within thirty (30) days of execution of this Sublease.
- (ii) Any certificate of insurance shall designate Subtenant as the insured, specify the Premises location, and list Sublandlord with Sublandlord's current address as "Certificate Holder."
- (iii) Subtenant shall take all necessary steps to renew all insurance at least thirty (30) days prior to such insurance expiration dates and shall provide Sublandlord a copy of the renewed certificate, prior to said policy's expiration date.

If Subtenant fails at any time to maintain the insurance required by this Sublease, and fails to cure such default within five (5) business days of written notice from Sublandlord then, in addition to all other remedies available under this Sublease and applicable law, Sublandlord may purchase Commercial General Liability insurance on Subtenant's behalf and the cost of such insurance shall be Additional Rent due within ten (10) days of written invoice from Sublandlord to Subtenant.

F. Mutual Waiver of Subrogation. Sublandlord and Subtenant release and relieve the other, and waive the entire right of recovery for loss or damage to property located within or constituting a part or all of the Premises, the Building or the Property to the extent that the loss or damage is actually covered (and claim amount recovered) by insurance carried by either party and in force at the time of such loss or damage. This waiver applies whether or not the loss is due to the negligent acts or omissions of Sublandlord or Subtenant, or their respective officers, directors, employees, agents, contractors, or invitees. Each of Sublandlord and Subtenant shall have their respective property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided, however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.

Notwithstanding the above, Subtenant shall be permitted the following in satisfaction of the above insurance requirements:

Self-Insurance: King County, charter county government under the constitution of the State of Washington, herein referred to as "Subtenant", maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the Subtenant's liabilities including injuries to persons and damage to property. Sublandlord and Landlord acknowledge, agree and understand that the Subtenant is self-funded for all of its liability

