

WHEN RECORDED RETURN TO:
Seattle Department of Parks and Recreation
800 Maynard Avenue South, 3rd Floor
Seattle, Washington 98134-1336
ATTN: Property and Acquisition Services

CITY OF SEATTLE
DEPARTMENT OF PARKS AND RECREATION
800 Maynard Avenue South, 3rd Floor
Seattle, Washington 98134

CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY
As authorized by Ordinance Number _____

Permit No. **2018-**_____

NAME OF PERMITTEE: Seattle Chinatown International District Preservation and Development
Authority (SCIDpda)
SCIDPDA Bush Hotel QALICB LLC
SCIDPDA Bush Residential LLC
Email:
MAILING ADDRESS: 409 Maynard Ave S
Seattle, WA. 98104
CONTACT(S) Maiko Winkler-Chin
Email: maikowc@scidpda.org

LOCATION OF PERMIT ACTIVITY: A portion of the northeast section of Hing Hay Park; King Co. Tax Parcel No. 5247801945; legally described as a 120' x 10' area of Lots 5 and 6, Block 41, Town of Seattle, as laid out by D.S. Maynard's Plat of Seattle as per plat recorded in Volume 1 of Plats, page 23, records of King County, situate in the City of Seattle, County of King, State of Washington.

PERMISSION IS HEREBY GRANTED TO THE ABOVE-NAMED PERMITTEE TO: Occupy a portion of Hing Hay Park with Bush Hotel building improvements, notably a balcony structure and support columns, stairs and planters, terraced concrete stairs, and commemorative plaques. An inventory of Bush Hotel improvements on Hing Hay Park property that benefit the Bush Hotel is depicted on Attachment D.

Attachments

CONDITIONS / REQUIREMENTS Attachment A – (5 Pages)	PERMIT AREA LEGAL DESCRIPTION / Map Attachment C – (1 Pages)
PERMIT APPLICATION Attachment B – (1 Page)	PERMITTED STRUCTURES / ITEMS Attachment D – (1 Page)
INDEMNITY AGREEMENT Attachment E – (3 Pages)	

This Permit is of a temporary nature and vests no permanent rights to the Permit holder whatsoever and cannot be transferred. This Permit is subject to revocation by the Department of Parks and Recreation under terms and conditions outlined hereunder upon thirty (30) days written notice mailed to Permittee at the address shown above.

APPLICATION FEE: \$200.00 Received _____ 2018. PERMIT FEE: SEE SECTION 4

Conditions above accepted by:

Permittee Signature Date

Print Name and Title _____

For staff use only

Date Issued:

By:

Approved by Seattle Department of Parks and Recreation:

Superintendent or Designee

Date

End of signatures

CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY
ATTACHMENT A – Conditions / Requirements – Page 1 of 5

1. PERMIT PURPOSE

To allow the Permittee to occupy park property with existing improvements, both above ground, surface and underground structures associated with the building commonly known as the Bush Hotel; In addition, this Permit will allow use of a portion of park property for pedestrian ingress and egress into the Bush Hotel by its patrons and occupants, including casual and emergency passage. This Permit can be amended with the written permission from the Department of Parks and Recreation 30 days in advance of change. Uses allowed under this Permit are:

- I. Ingress/egress in and out of the Bush Hotel
- II. Non-structural maintenance outside the Permit Area by the Permittee of Permittee installed items. (see Maintenance Agreement).
- III. Maintenance of Bush Hotel structures within the Permit Area require the written permission of SPR in the form of a Revocable Use Permit which application is subject to the prevailing fee schedule.

2. PROHIBITED ACTS / ITEMS

- I. The Permittee is prohibited from making any modifications, including additional improvements, installation, removal, or maintenance to its structures that occupy park property without:
 - a. An approved Revocable Use Permit issued by Seattle Department of Parks and Recreation or written prior agreement;
 - b. EXCEPT THAT, In the event of an emergency, either an act of nature, system failure, local disaster or civil unrest, Permittee may take immediate measures necessary to protect public health and safety until such reasonable time allow for application and approval for a Revocable Use Permit.
- II. Advertising or commercial signage within the permit area is not allowed under this Permit.
- III. Staging or storing personal property in the Permit Area, including placement of commercial deliveries for more than a 24-hour period, is not allowed under this Permit.

3. PERMIT AREA

Permit Area is an area within and a portion of park property as depicted on Attachment C (Permit Area and Legal Description) and Attachment D (Permitted Structures / Items), made a part of this permit by reference.

4. MAINTENANCE WITHIN THE PERMIT AREA

- I. The Permit Area is depicted and described on Attachments C and D. Improvements within the Permit Area benefit the Bush Hotel. This Permit authorizes the Bush Hotel to maintain the Permit area.
- II. Permittee, at Permittee's sole expense and initiative shall keep the Permit Area free of barriers, debris, garbage, waste, graffiti and all items that endanger public health. Clean-up and repair of the Permit Area are the responsibility of the Permittee.
- III. Permittee is responsible for monitoring the Permit Area when the Concierge or other park personnel are not available.
- IV. Unless emergent, major structural maintenance within the Permit Area by the Permittee will require the application, approval and issuance of a Revocable Use Permit specifically for the maintenance need.

Proceeding conditions accepted by:

Permittee: Initial and Date

CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY
ATTACHMENT A - Conditions / Requirements – Page 2 of 5

4. PERMIT PERIOD

This is a Continuing Revocable Use Permit and is effective the date fully executed and is valid for 30 years or until terminated, whichever occurs first. This Permit will allow the temporary use of park property if permit terms and conditions outlining the allowed use(s) of the Permit Area are met and/or maintained. Subject to Section 17 this Permit may be terminated if any conditions in this Permit are breached.

5. PERMIT FEE / OTHER FEES

The application fee is \$200.00 in accordance with the prevailing fee schedule, as established by ordinance. Based on the Fee Schedule formula, The Annual Use Fee or per year use fee has been calculated based on the value of City occupied space per square foot. The formula used is:

Calculation for Continuing Revocable Use Permit - SCIDpda - Bush Hotel					
Current Year Land Value (per square foot) based on King County Assessor's Office	Area Used by SCIDpda (Square Feet)	Barrier Factor	Rate of Return	Annual Fee Amount (value of Permit) - payable in advance	Year
\$120.00	1200	1	10%	\$14,400.00	2016

Under this Permit the Superintendent of Parks has waived the annual permit fee. This will remain in effect for as long as:

1. The Bush Hotel structures remain in good repair, do not pose a public safety risk, maintain and provide proof of the required insurance coverage as outlined in Section 10.
2. All terms and conditions contained within this Permit are met.
3. That the use of the Bush Hotel building continues to provide Community Space/Center for public use.

The area of City property occupied by the Permittee is 1,200 square feet as documented on Attachment D.

6. RESTORATION / STANDARDS

In the event this Permit is terminated pursuant to Section 18, Permittee must completely remove its improvements, including all structures, material, debris, overhangs and equipment from park property, in their entirety, from the Permitted Area down to the terraced stairs and ramps. The Department of Parks and Recreation will address the terraced stairs and ramps separately. Permittee shall restore the site and area of park property impacted by Permittee's activity and improvements, to a condition that is acceptable to Seattle Parks and Recreation and which is the same or better condition, design and usefulness and compatible with the adjacent park property. This includes landscaping, contouring and irrigation and hardscape. Further restoration, if necessary as determined by Parks, must be completed to a condition acceptable to Parks.

Proceeding conditions accepted by: _____

Permittee: Initial and Date

**CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY
ATTACHMENT A - Conditions / Requirements (continued) – Page 3 of 5**

7. INSPECTIONS

Permit issuance includes one (1) on-site inspection, if necessary. In accordance with the prevailing fee schedule, as established by ordinance, additional on-site inspection charges at the prevailing Parks Department inspection fee per hour may be assessed, if necessary in the Department's judgment, due to Permittee's action(s) or failure to comply with the terms and conditions of this Permit.

8. OTHER PERMITS / APPROVALS / REGULATIONS

Permittee, its (sub)contractors or agents, must obtain all necessary permits including additional Revocable Use Permits and approvals required by applicable Department of Park and Recreation permitting requirements, State and City laws, ordinances, rules and regulations to perform any work on park property. In addition to this permit the Permittee will need to advise the Department of Neighborhoods Historic Preservation Officer of any planned structural changes. Permittee is responsible for locating of any air, surface or sub-surface installations prior to the commencement of any activity within the permitted area. Permittee is fully responsible for any and all damage to park property as a result of Permittee's use of the permit area.

9. INDEMNIFICATION

Permittee hereby agrees to indemnify, defend, and hold the City harmless from any and all losses, claims, actions, costs, damages and expenses (including reasonable attorney's fees) arising out of or resulting from the acts, breach of contract, errors or omissions of Permittee, its agents, contractors or employees in connection with any activities and uses authorized by this permit, but only to the extent such losses, claims, actions, costs, damages or expenses are caused by use, negligence or intentional acts of Permittee, its guests, tenants, authorized agents, contractors or employees. See Attachment E, "Indemnity Agreement " pages 1 to 3.

10. INSURANCE / LIABILITY

Permittee shall, at no cost to the City, maintain at all times during the Permit Period, sufficient Commercial General Liability (CGL) and Automobile Liability insurance with minimum limits of \$1,000,000 each occurrence combined single limit bodily injury and property damage. CGL and Automobile liability insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability with the CGL insurance policy including an ISO CG 20 12 additional insured endorsement or its equivalent designated or blanket additional insured policy provision.

Proof of Insurance, including an attached actual copy of the CGL additional insured policy provision, shall be issued to "The City of Seattle, c/o Department of Parks and Recreation, 800 Maynard Ave S, 3rd Floor, Seattle, WA 98134" and approved by the City prior to the issuance of the Permit. Valid proof of active insurance, in the form of the entire policy and riders must be provided to SPR annually, upon or before the insurance renewal date.

Proceeding conditions accepted by: _____
Permittee: Initial and Date

**CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY
ATTACHMENT A - Conditions / Requirements (continued) – Page 4 of 5**

11. PUBLIC SAFETY

Permittee shall provide, when necessary, such safety and security measures as deemed appropriate to protect public safety, including, but not limited to, vehicle, bicycle or pedestrian barricades, fencing, flaggers, or other traffic controls including sufficient warning signs for same for Park users, as necessary, and to prevent access to the site by the public at times when the job site is not occupied by responsible staff. Permittee assumes full responsibility for the sufficiency of such measures. If an emergency should occur, Permittee shall notify Parks Property Management at (206) 615-0932 or, if after 5:00 pm. or on weekends, the Parks Duty Officer at (206) 915-6249 (cell phone) or (206) 982-4583. If the emergency involves pipe or water infrastructure the Permittee shall contact Seattle Public Utilities at (206) 386-1800.

12. LIENS AND ENCUMBRANCES

Permittee shall keep the portion of its premises that occupy park property free and clear of any liens and encumbrances arising out of the use or occupancy of the premises by Permittee. At the City's request, Permittee shall furnish City with written proof of payment of any item(s) which, if not paid, would or might constitute the basis for a lien on the premises. Encumbrances on the Permittee's improvements on park property shall constitute a breach of agreement.

13. PERSONAL PROPERTY

Placement and/or storage of personal property, equipment, vehicles, or materials of any kind on park property are at Permittee's sole risk.

14. HAZARDOUS SUBSTANCES

The Permittee shall be responsible for complying with all federal, state and local laws and regulations regarding the handling and disposing of hazardous substances that the Permittee brings onto or uses on park property. In no instance, shall the Permittee allow the release or disposal of hazardous substances on park property.

15. BEST MANAGEMENT PRACTICES

Permittee and Permittee's (sub)contractor(s) shall adhere to all best management practices and take such action as is necessary to protect public safety, park property, vegetation, minimize erosion, water run-off, and slide hazard within or adjacent to Permit Area. The Permittee will consult with Park's Forrester regarding the protection of trees if necessary.

16. STANDARDS

Permittee shall perform the requirements of this permit to the satisfaction of the Department of Parks and Recreation per reasonable and objective standards and City of Seattle permitting requirements. Permittee, its (sub) contractor(s) or agents shall call Parks Property Management at (206)615-0932 for approval upon completion. All damage or injury done to the City facilities caused by Permittee's activity must be repaired to the City's satisfaction / standards, within 30 days of the completion of the work, at the sole expense of the Permittee.

Proceeding conditions accepted by: _____
Permittee: Initial and Date

**CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY
ATTACHMENT A - Conditions / Requirements (continued) – Page 5 of 5**

17. BREACH; NOTICE; OPPORTUNITY TO CURE

In the event that the City becomes aware that Permittee has failed to perform any contractual duties and obligations, or breaches any condition, contract, covenant, agreement or City Code, Federal, State, County or City Law associated with the use of park property covered under this Permit the City will provide written notice. Within 30 days of receipt of notice Permittee will cure the violation. If the violation is not cured within that time period, the breach will be deemed an Event of Default.

18. TERMINATION

This Permit may be terminated by the Department of Parks and Recreation immediately under the following circumstances:

- The improvements on park property are condemned, totally or partially uninhabitable, destroyed, irreparably damaged or removed for any reason.
- The Permittee has committed an Event of Default.
- Change of ownership or use.
- The improvements on park property are used as collateral, encumbered by lien, contract, or use as collateral.
- Non-performance of.
- If improvements fall into disrepair, become or pose a public safety hazard or if structural demise is imminent due to any reason, natural or not.
- The Permit Area is needed for vital City or municipal purposes as determined by the City.

19. CAPTIONS

The captions in this permit are inserted for convenience of reference and in no way, define, describe, or limit the scope or intent of this permit or any of its provisions.

Proceeding conditions accepted by: _____
Permittee: Initial and Date

end

CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY ATTACHMENT B – Permit Application – Page 1 of 1

CITY OF SEATTLE - DEPARTMENT OF PARKS AND RECREATION APPLICATION FOR REVOCABLE PERMIT TO USE OR OCCUPY PARK PROPERTY

Applicant Name: Seattle Chinatown International District Preservation and Development Authority

Mailing Address: 619 S. Jackson Street, Seattle, WA 98104

Contact Person: Maiko Winkler-Chin

Telephone: _____ Cell Phone: _____

Email: _____ Fax: _____

Name of Park Facility: Hing Hay Park

Location of proposed permit activity (address or legal description or location within park):
The north 10' of Hing Hay Park, Lots 7 and 8, block 41, D.S. Maynard's Plat of Seattle

Permission Is Requested to: Explain fully how you wish to use park property and for what period of time; attach map/site drawing/diagram, labeled appropriately; include recently dated photo(s) which clearly identify the area for which the request is made; attach additional sheets as necessary. [See information on back of this sheet.]

Occupy a portion of Hing Hay Park with Bush Hotel building improvements, notably a balcony structure and support columns, stairs and planters, terraced concrete stairs, and commemorative plaques

APPLICATION FEE: \$200

PERMIT ISSUANCE FEE: To be determined; consult fee schedule
<http://www.seattle.gov/parks/reservations/ParkPropertyUse.htm>

MAKE CHECKS PAYABLE TO: Seattle Department of Parks and Recreation

In addition to the application fee and the permit fee (if a permit is issued), there will be other requirements, such as, restoration of park property, evidence of insurance, waiver of liability, mitigation, a performance bond. If you have questions, you may contact Parks Property and Acquisition Services at (206)233-7935 or fax (206)233-7038.

Applicant Signature: _____ Date: _____



Seattle Department of Parks and Recreation
Property and Acquisition Services
800 Maynard Avenue South - 3rd Floor
Seattle, WA 98134

Mail application form and application fee to:

CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY ATTACHMENT C – Permit Area Legal Description / Map – Page 1 of 1

The Permit Area is a portion of Hing Hay Park, within the northeast section of tax parcel 5247801945, legally described as a 120' x 10' area of Lots 5 and 6, Block 41, Town of Seattle, as laid out by D.S. Maynard's Plat of Seattle as per plat recorded in Volume 1 of Plats, page 23, records of King County, situate in the City of Seattle, County of King, State of Washington.

City of Seattle

Hing Hay Park and Bush Hotel Permit Area



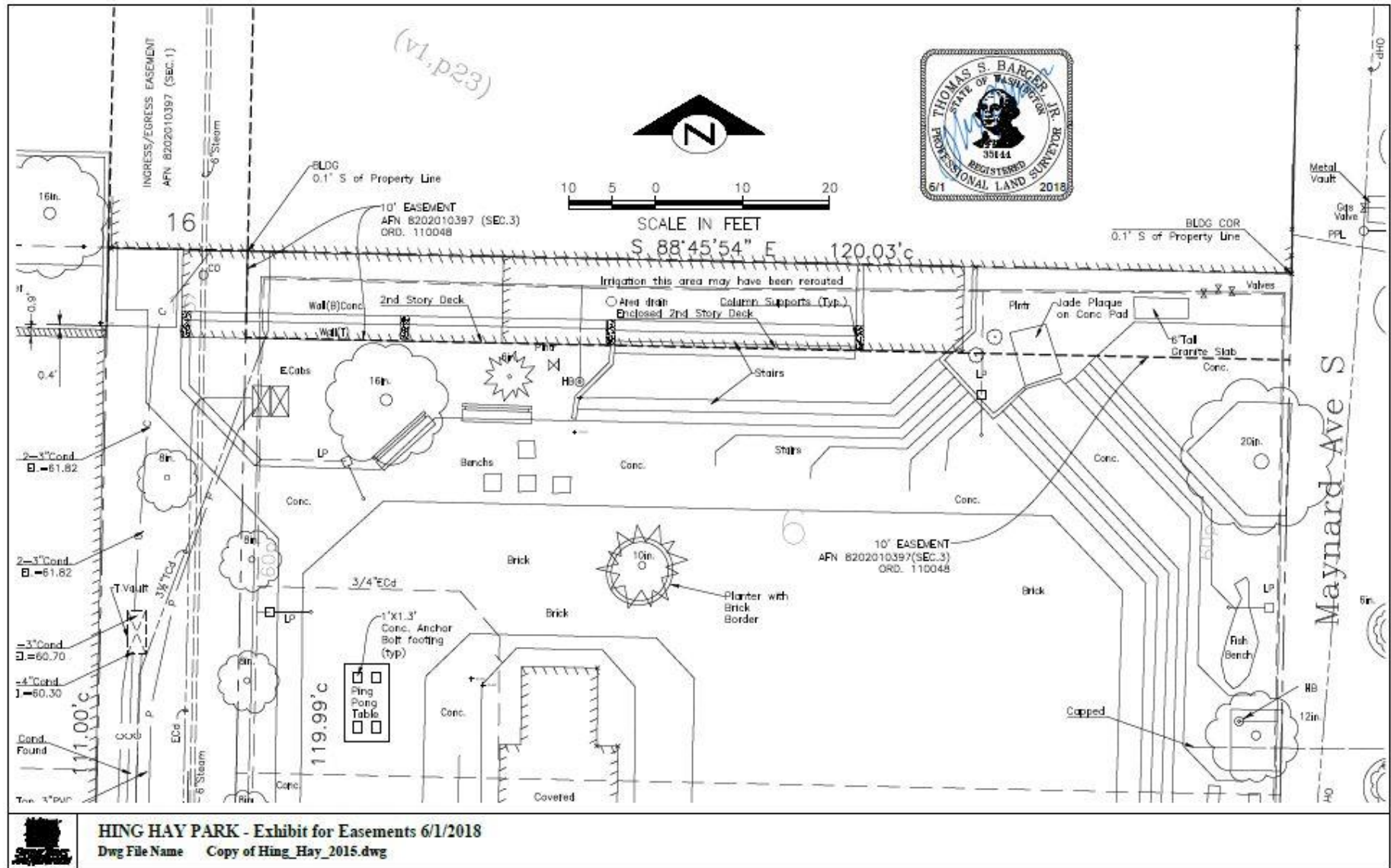
Map date: June, 2018

No warranties of any
sort, including accuracy,
fitness or merchantability
accompany this product.

0 15 30 60 Feet

A scale bar with four segments, labeled 0, 15, 30, and 60 Feet.

CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY ATTACHMENT D – Permitted Structures / Items – Page 1 of 1



**CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY
ATTACHMENT E – Indemnity Agreement - Page 1 of 3**

WHEN RECORDED RETURN TO:
Seattle Department of Parks and Recreation
800 Maynard Avenue South, 3rd Floor
Seattle, Washington 98134-1336
ATTN: Property and Acquisition Services

Document Title: INDEMNIFICATION and WAIVER of LIABILITY for USE and/or OCCUPANCY
of CITY OF SEATTLE PARK PROPERTY

Grantor: Seattle Chinatown International District Public Development Association (SCIDpda)

Grantee: The City of Seattle

Abbreviated Legal Description: Lots 7 and 8, Block 41, D.S. Maynard's Plat of Seattle
Assessor's Tax Parcel Number: 1275150000

INDEMNIFICATION and WAIVER of LIABILITY for USE and/or OCCUPANCY
of CITY OF SEATTLE PARK PROPERTY

SCIDpda, an organization within the State of Washington and owner of real property commonly known as the Bush Hotel, 409 Maynard Ave S, Seattle, WA 98104 (Grantor or Owner), execute this agreement in conjunction with the limited use and occupancy of City of Seattle park property as described in Exhibit I, (the Revocable Use Permit _____) including Indemnification and Waiver of Liability for Use and/or Occupancy of Park Property (Agreement), in favor of THE CITY of SEATTLE (City), entered into the _____ day of _____ 2018.

WITNESSETH:

WHEREAS, the Grantor owns the real property legally described as follows:
The Bush Hotel, King County Parcel No. 1275150000, Lots 7 and 8, Block 41, Town of Seattle, as laid out by D.S. Maynard's Plat of Seattle, according to plat recorded in Volume 1 of Plats, page 23, Records of King County, situate in Seattle, King County, Washington

WHEREAS, the said property is adjacent to a portion of park property known as Hing Hay Park;
Lots 5 and 6, Block 41, Town of Seattle, as laid out by D.S. Maynard's Plat of Seattle as per plat recorded in Volume 1 of Plats, page 23, records of King County, situate in the City of Seattle, County of King, State of Washington and

WHEREAS, improvements benefiting the Owner's property have been constructed and/or are installed on the park property and the right of ingress and egress to the Owner's property has been granted over park property which is adjacent to the Owner's property located at 409 Maynard Ave S, Seattle, Washington, 98104 and further identified on Exhibit II (hereafter "the park property map"); and

CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY
ATTACHMENT E – Indemnity Agreement - Page 2 of 3

WHEREAS, the private improvements include, but may not be limited to private storm water drainage apparatus, overhead balcony paving and support system, retaining wall with planters, terraced stairs, landscaping, commemorative plaques; and

WHEREAS, the private improvements may or may not have been constructed or installed with the knowledge and/or permission of the City; and

WHEREAS, even if permission was or is given by the City, it is understood and acknowledged that the permission is temporary and accommodates improvements intended for a public benefit and complies with the right of ingress and egress, both casual and emergent, to a private property and does not establish a permanent right or an easement;

NOW, THEREFORE, in consideration of the benefits derived by the existence of the Owner's private improvements on park property that benefit the Owner's property, the Owner agrees as follows:

1. Owner, their agents, contractors, assigns, tenants, guests, and invitees waive any right to assert any claim whatsoever, including attorney's fees, against the City and/or its officers, representatives, agents, employees for any injury to, or death of, persons; or loss of, or damage to, property caused by or resulting from the Owner or Owner's agents', contractors', assigns', tenants', guests', or invitees' use or occupancy of the park property, except such claims, costs, damages or expense which may be caused by the sole negligence of the City.
2. Owner shall protect, defend, indemnify and save the City harmless from and against any and all claims, suits or actions brought against the City and/or its officers, representatives, agents, employees on the basis of any injury to, or death of, persons; or loss of, or damage to, personal property on the park property caused by or attributable to the Owner's or Owner's agents', contractors', assigns', tenants', guests', invitees' use or occupancy upon the park property. Where claims arise from the concurrent negligence of the Owner and the City, Owner's indemnification obligations shall apply only to the extent of Owner's negligence.
3. Owner agrees to maintain private improvements on the park property in a safe condition, sufficient for safe public use. If private improvements are determined by the City to be in an unacceptable condition, Owner must repair, remove, or replace said private improvements and restore the park property to a condition acceptable to the City within a reasonable period and subject to issuance of a park permit. Removal of the private improvements and restoration of the park property shall be at Owner's sole expense.
4. Owner agrees on behalf of Owner and Owner's heirs, successors and assigns that this agreement shall be a covenant running with the land and shall be binding upon Owner and Owner's heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants for so long as private improvements benefiting said private property remain on the park property.

CONTINUING REVOCABLE USE PERMIT TO USE OR OCCUPY PARK PROPERTY
ATTACHMENT E – Indemnity Agreement - Page 3 of 3

5. Owner shall record this Indemnification and Waiver of Liability for Use and/or Occupancy of City of Seattle Park Property at owner's expense within 15 days from full execution at the King County Recorder's Office and provide a copy of the recorded document to the City. Owner agrees to provide actual notice of this agreement to his heirs, successors, and/or assigns.

Exhibit I – Bush Hotel Permit Area on Hing Hay Park

SCIDpda (Grantor)

Date _____

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

Dated: _____

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of Washington,
residing at _____.

My appointment expires _____

City of Seattle



Exhibit I to the Indemnity Agreement Bush Hotel Permit Area on Hing Hay Park



Map date: June, 2018

No warranties of any
sort, including accuracy,
fitness or merchantability
accompany this product.

0 15 30 60 Feet

A horizontal scale bar with four segments, labeled 0, 15, 30, and 60 Feet.