

**CITY OF SEATTLE**  
**ORDINANCE** 126439  
COUNCIL BILL 120174

AN ORDINANCE granting permission to the Board of Regents of the University of Washington to continue to operate and maintain an existing underground pedestrian concourse tunnel under and across 6<sup>th</sup> Avenue, north of University Street; repealing Section 8 of Ordinance 123793; and providing for acceptance of the permit and conditions.

WHEREAS, by Ordinance 123793, The City of Seattle granted the Board of Regents of the University of Washington permission to maintain and operate an existing underground pedestrian concourse tunnel under and across 6<sup>th</sup> Avenue, north of University Street, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, the permission authorized by Ordinance 123793, was due for renewal on November 1, 2019; and

WHEREAS, although the permission expired on October 31, 2019, the Board of Regents for the University of Washington has complied with all the conditions and obligations of Ordinance 123793; and

WHEREAS, the Board of Regents of the University of Washington submitted an application to the Director of Transportation to renew the permission granted by Ordinance 123793 for a 15-year term; and

WHEREAS, the obligations of Ordinance 123793 remain in effect after the ordinance term expires until the encroachment is removed, or the Board of Regents of the University of Washington is relieved of the obligations by the Seattle Department of Transportation Director, or the Seattle City Council passes a new ordinance to renew the permission granted; and

1 WHEREAS, the Board of Regents of the University of Washington has satisfied all the terms of  
2 the original authorizing ordinance and the Director of Transportation recommends that  
3 the term permit be renewed for 15 years subject to the terms identified in this ordinance;

4 NOW, THEREFORE,

5 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

6 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, the City of  
7 Seattle (“City”) grants permission (also referred to in this ordinance as a permit) to the Board of  
8 Regents of the University of Washington, and its successors and assigns as approved by the  
9 Director of the Seattle Department of Transportation (“Director”) according to Section 13 of this  
10 ordinance (the party named above and each such approved successor and assign are referred to as  
11 “Permittee”), to continue maintaining and operating an existing underground pedestrian  
12 concourse tunnel under and across 6<sup>th</sup> Avenue, north of University Street. The underground  
13 pedestrian concourse tunnel is adjacent in whole or in part to the properties legally described as:

14 PARCEL A:

15  
16 THAT PORTION OF BLOCK 61, ADDITION TO THE TOWN OF SEATTLE, AS  
17 LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY’S 5<sup>TH</sup>  
18 ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE PLAT THEREOF,  
19 RECORDED IN VOLUME 3 OF PLATS, PAGE 89, IN KING COUNTY,  
20 WASHINGTON;

21  
22 AND THE VACATED ALLEY LYING THEREIN AS PROVIDED BY ORDINANCE  
23 NUMBER 107299 OF THE CITY OF SEATTLE;

24  
25 AND OF VACATED 7<sup>TH</sup> AVENUE ADJACENT, AS VACATED BY CITY OF  
26 SEATTLE ORDINANCE NUMBER 111138 DESCRIBED AS FOLLOWS:

27  
28 COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 12 OF SAID  
29 BLOCK 61;

30  
31 THENCE NORTH 30°37’08”WEST, ALONG THE WESTERLY LINE OF SAID  
32 BLOCK 119.84 FEET TO THE TRUE POINT OF BEGINNING;  
33

1           THENCE NORTH 59°20'00" EAST 105.15 FEET;

2  
3           THENCE NORTH 30°40'32" WEST 38.89 FEET;

4  
5           THENCE NORTH 59°23'00" EAST 14.80 FEET;

6  
7           THENCE NORTH 30°37'00" WEST 0.55 FEET;

8  
9           THENCE NORTH 59°20'34" EAST 135.80 FEET TO THE EASTERLY LINE OF  
10 SAID BLOCK;

11  
12           THENCE SOUTH 30°35'43" EAST ALONG SAID EAST LINE 116.45 FEET TO THE  
13 WESTERLY MARGIN OF INTERSTATE HIGHWAY NO. 5;

14  
15           THENCE NORTH 59°24'17" EAST 33.00 FEET TO THE CENTERLINE OF SAID  
16 VACATED 7<sup>TH</sup> AVENUE;

17  
18           THENCE NORTH 30°35'43" WEST, ALONG SAID CENTERLINE, 311.89 FEET TO  
19 THE SOUTHERLY MARGIN OF UNION STREET AS ESTABLISHED BY CITY OF  
20 SEATTLE ORDINANCE NUMBER 18188; THENCE SOUTH 59°22'04" WEST  
21 ALONG SAID SOUTHERLY MARGIN 288.79 FEET TO THE EASTERLY MARGIN  
22 OF 6<sup>TH</sup> AVENUE;

23  
24           THENCE SOUTH 30°37'08" EAST 234.99 FEET TO THE TRUE POINT OF  
25 BEGINNING;

26  
27           (ALSO KNOWN AS PARCEL B OF CITY OF SEATTLE SHORT SUBDIVISION  
28 NUMBER 8606903, RCORDED UNDER KING COUNTY RECORDING NUMBER  
29 8702260616).

30  
31           PARCEL B:

32  
33           THAT PROTION OF LOTS 4, 5, AND 6, BLOCK 16, ADDITION TO THE TOWN OF  
34 SEATTLE, AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A.  
35 DENNY'S THIRD ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE  
36 PLAT THEROF RECORDED IN VOLUME 1 OF PLATS, PAGE 33, IN KING  
37 COUNTY, WASHINGTON

38  
39           Section 2. **Term.** The permission granted to the Permittee is for a renewed term of 15  
40 years starting on the effective date of this ordinance, and ending at 11:59 p.m. on the last day of  
41 the fifteenth year. Upon written application made by the Permittee at least one year before the  
42 expiration of the first term, the Director or City Council may renew the permit once, for a

1 successive 15-year term, subject to the right of the City to require the removal of the pedestrian  
2 tunnel or to revise by ordinance any of the terms and conditions of the permission granted by this  
3 ordinance. The total term of the permission, including renewals, shall not exceed 30 years.

4           **Section 3. Protection of utilities.** The permission granted is subject to the Permittee  
5 bearing the expense of any protection, support, or relocation of existing utilities deemed  
6 necessary by the owners of the utilities, and the Permittee being responsible for any damage to  
7 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of  
8 the underground pedestrian concourse tunnel and for any consequential damages that may result  
9 from any damage to utilities or interruption in service caused by any of the foregoing.

10           **Section 4. Removal for public use or for cause.** The permission granted is subject to use  
11 of the street right-of-way or other public place (collectively, “public place”) by the City and the  
12 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves  
13 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial  
14 term or any renewal term, and require the Permittee to remove the underground pedestrian  
15 concourse tunnel, or any part thereof or installation on the public place, at the Permittee’s sole  
16 cost and expense if:

17           A. The City Council determines by ordinance that the space occupied by the underground  
18 pedestrian concourse tunnel is necessary for any public use or benefit or that the underground  
19 pedestrian concourse tunnel interferes with any public use or benefit; or

20           B. The Director determines that use of the underground pedestrian concourse tunnel has  
21 been abandoned; or

22           C. The Director determines that any term or condition of this ordinance has been violated,  
23 and the violation has not been corrected by the Permittee by the compliance date after a written

1 request by the City to correct the violation (unless a notice to correct is not required due to an  
2 immediate threat to the health or safety of the public).

3 A City Council determination that the space is needed for, or the underground pedestrian  
4 concourse tunnel interferes with, a public use or benefit is conclusive and final without any right  
5 of the Permittee to resort to the courts to adjudicate the matter.

6       Section 5. **Permittee’s obligation to remove and restore.** If the permission granted is  
7 not renewed at the expiration of a term, or if the permission expires without an application for a  
8 new permission being granted, or if the City terminates the permission, then within 90 days after  
9 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance  
10 or order requiring removal of the underground pedestrian concourse tunnel, the Permittee shall,  
11 at its own expense, remove the underground pedestrian concourse tunnel and all of the  
12 Permittee’s equipment and property from the public place and replace and restore all portions of  
13 the public place that may have been disturbed for any part of the underground pedestrian  
14 concourse tunnel in as good condition for public use as existed prior to construction of the  
15 underground pedestrian concourse tunnel and in at least as good condition in all respects as the  
16 abutting portions of the public place as required by Seattle Department of Transportation  
17 (SDOT) right-of-way restoration standards.

18       Failure to remove the underground pedestrian concourse tunnel as required by this  
19 section is a violation of Chapter 15.90 of the Seattle Municipal Code (SMC) or successor  
20 provision; however, applicability of Chapter 15.90 does not eliminate any remedies available to  
21 the City under this ordinance or any other authority. If the Permittee does not timely fulfill its  
22 obligations under this section, the City may in its sole discretion remove the underground

1 pedestrian concourse tunnel and restore the public place at the Permittee’s expense, and collect  
2 such expense in any manner provided by law.

3           Upon the Permittee’s completion of removal and restoration in accordance with this  
4 section, or upon the City’s completion of the removal and restoration and the Permittee’s  
5 payment to the City for the City’s removal and restoration costs, the Director shall then issue a  
6 certification that the Permittee has fulfilled its removal and restoration obligations under this  
7 ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public  
8 interest, the Director may, in the Director’s sole discretion, conditionally or absolutely excuse the  
9 Permittee from compliance with all or any of the Permittee’s obligations under this section.

10           Section 6. **Repair or reconstruction.** The underground pedestrian concourse tunnel shall  
11 remain the exclusive responsibility of the Permittee and the Permittee shall maintain the  
12 underground pedestrian concourse tunnel in good and safe condition for the protection of the  
13 public. The Permittee shall not reconstruct or repair the underground pedestrian concourse tunnel  
14 except in strict accordance with plans and specifications approved by the Director. The Director  
15 may, in the Director’s judgment, order the underground pedestrian concourse tunnel  
16 reconstructed or repaired at the Permittee’s cost and expense because of: the deterioration of the  
17 underground pedestrian concourse tunnel; the installation, construction, reconstruction,  
18 maintenance, operation, or repair of any municipally-owned public utilities; or for any other  
19 cause.

20           Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and  
21 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the  
22 Director may order the underground pedestrian concourse tunnel be removed at the Permittee’s  
23 expense if the Director deems that the underground pedestrian concourse tunnel creates a risk of

1 injury to the public. If there is an immediate threat to the health or safety of the public, a notice  
2 to correct is not required.

3           **Section 8. Continuing obligations.** Notwithstanding termination or expiration of the  
4 permission granted, or removal of the underground pedestrian concourse tunnel, the Permittee  
5 shall remain bound by all of its obligations under this ordinance until the Director has issued a  
6 certification that the Permittee has fulfilled its removal and restoration obligations under Section  
7 5 of this ordinance, or the Seattle City Council passes a new ordinance to renew the permission  
8 granted and/or establish a new term. Notwithstanding the issuance of that certification, the  
9 Permittee shall continue to be bound by the obligations in Section 9 of this ordinance and shall  
10 remain liable for any unpaid fees assessed under Section 14 and Section 16 of this ordinance.

11           **Section 9. Release, hold harmless, indemnification, and duty to defend.** The  
12 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,  
13 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,  
14 attorneys' fees, or damages of every kind and description arising out of or by reason of the  
15 underground pedestrian concourse tunnel or this ordinance, including but not limited to claims  
16 resulting from injury, damage, or loss to the Permittee or the Permittee's property.

17           The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its  
18 officials, officers, employees, and agents from and against all claims, actions, suits, liability,  
19 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only  
20 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,  
21 or be suffered by any person or property including, without limitation, damage, death or injury to  
22 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,  
23 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

1           A. The existence, condition, construction, reconstruction, modification, maintenance,  
2 operation, use, or removal of the underground pedestrian concourse tunnel;

3           B. Anything that has been done or may at any time be done by the Permittee by reason of  
4 this ordinance; or

5           C. The Permittee failing or refusing to strictly comply with every provision of this  
6 ordinance; or arising out of or by reason of the underground pedestrian concourse tunnel or this  
7 ordinance in any other way.

8           If any suit, action, or claim of the nature described above is filed, instituted, or begun  
9 against the City, the Permittee shall upon notice from the City defend the City, with counsel  
10 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is  
11 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment  
12 within 90 days after the action or suit has been finally determined, if determined adversely to the  
13 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington  
14 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or  
15 result from the concurrent negligence of the City, its agents, contractors, or employees, and the  
16 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and  
17 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,  
18 contractors, or employees.

19           Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by  
20 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its  
21 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain  
22 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that

1 protects the Permittee and the City from claims and risks of loss from perils that can be insured  
2 against under commercial general liability (CGL) insurance policies in conjunction with:

3 A. Construction, reconstruction, modification, operation, maintenance, use, existence, or  
4 removal of the underground pedestrian concourse tunnel, as well as restoration of any disturbed  
5 areas of the public place in connection with removal of the underground pedestrian concourse  
6 tunnel;

7 B. The Permittee’s activity upon or the use or occupation of the public place described in  
8 Section 1 of this ordinance; and

9 C. Claims and risks in connection with activities performed by the Permittee by virtue of  
10 the permission granted by this ordinance.

11 Minimum insurance requirements are CGL insurance written on an occurrence form at least as  
12 broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to  
13 be placed with an insurer admitted and licensed to conduct business in Washington State or with  
14 a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with any other  
15 insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to  
16 approval by the City’s Risk Manager.

17 Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General  
18 Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises  
19 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the “City  
20 of Seattle, its officers, officials, employees and agents” as additional insureds for primary and  
21 non-contributory limits of liability subject to a Separation of Insureds clause.

22 Within 60 days after the effective date of this ordinance, the Permittee shall provide to  
23 the City, or cause to be provided, certification of insurance coverage including an actual copy of

1 the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement  
2 or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to  
3 SDOT at an address as the Director may specify in writing from time to time. The Permittee shall  
4 provide a certified complete copy of the insurance policy to the City promptly upon request.

5         If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager  
6 may be submitted in lieu of the insurance coverage certification required by this ordinance, if  
7 approved in writing by the City’s Risk Manager. The letter of certification must provide all  
8 information required by the City’s Risk Manager and document, to the satisfaction of the City’s  
9 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in  
10 force. After a self-insurance certification is approved, the City may from time to time  
11 subsequently require updated or additional information. The approved self-insured Permittee  
12 must provide 30 days’ prior notice of any cancellation or material adverse financial condition of  
13 its self-insurance program. The City may at any time revoke approval of self-insurance and  
14 require the Permittee to obtain and maintain insurance as specified in this ordinance.

15         In the event that the Permittee assigns or transfers the permission granted by this  
16 ordinance, the Permittee shall maintain in effect the insurance required under this section until  
17 the Director has approved the assignment or transfer pursuant to Section 13 of this ordinance.

18         Section 11. **Contractor insurance.** The Permittee shall contractually require that any and  
19 all of its contractors performing work on any premises contemplated by this permit name the  
20 “City of Seattle, its officers, officials, employees and agents” as additional insureds for primary  
21 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance  
22 and/or self-insurance. The Permittee shall also include in all contract documents with its

1 contractors a third-party beneficiary provision extending to the City construction indemnities and  
2 warranties granted to the Permittee.

3           Section 12. **Adjustment of insurance and bond requirements.** The Director may adjust  
4 minimum liability insurance levels and require surety bond requirements during the term of this  
5 permission. If the Director determines that an adjustment is necessary to fully protect the  
6 interests of the City, the Director shall notify the Permittee of the new requirements in writing.  
7 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted  
8 insurance and surety bond levels to the Director.

9           Section 13. **Consent for and conditions of assignment or transfer.** When the Property  
10 is transferred, the permission granted by this ordinance shall be assignable and transferable by  
11 operation of law pursuant to Section 19 of this ordinance. Prior to transfer, the new owner of the  
12 Property shall accept in writing all of the terms and conditions of the permission granted by this  
13 ordinance and the new owner of the Property shall be conferred with the rights and obligations of  
14 Permittee by this ordinance. Other than a transfer to a new owner of the Property, Permittee  
15 shall not transfer, assign, mortgage, pledge or encumber the same without the Director's consent,  
16 which the Director shall not unreasonably refuse. The Director may approve assignment or  
17 transfer of the permission granted by this ordinance to a successor entity only if the successor or  
18 assignee has accepted in writing all of the terms and conditions of the permission granted by this  
19 ordinance; has provided, at the time of the acceptance, the bond and certification of insurance  
20 coverage required under this ordinance; and has paid any fees due under Section 14 and Section  
21 16 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and  
22 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and  
23 assigns. Any person or entity seeking approval for an assignment or transfer of the permission

1 granted by this ordinance shall provide the Director with a description of the current and  
2 anticipated use of the underground pedestrian concourse tunnel.

3           Section 14. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or  
4 successor provision, pay the City the amounts charged by the City to inspect the underground  
5 pedestrian concourse tunnel during construction, reconstruction, repair, annual safety  
6 inspections, and at other times deemed necessary by the City. An inspection or approval of the  
7 underground pedestrian concourse tunnel by the City shall not be construed as a representation,  
8 warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition  
9 of the underground pedestrian concourse tunnel. Any failure by the City to require correction of  
10 any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

11           Section 15. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT  
12 at an address specified by the Director, an inspection report that:

13           A. Describes the physical dimensions and condition of all load-bearing elements;

14           B. Describes any damages or possible repairs to any element of the underground  
15 pedestrian concourse tunnel;

16           C. Prioritizes all repairs and establishes a timeframe for making repairs; and

17           D. Is stamped by a professional structural engineer licensed in the State of Washington.

18 A report meeting the foregoing requirements shall be submitted within 60 days after the effective  
19 date of the ordinance; subsequent reports shall be submitted every two years, provided that, in  
20 the event of a natural disaster or other event that may have damaged the underground pedestrian  
21 concourse tunnel, the Director may require that additional reports be submitted by a date  
22 established by the Director. The Permittee has the duty of inspecting and maintaining the  
23 underground pedestrian concourse tunnel. The responsibility to submit structural inspection

1 reports periodically or as required by the Director does not waive or alter any of the Permittee's  
2 other obligations under this ordinance. The receipt of any reports by the Director shall not create  
3 any duties on the part of the Director. Any failure by the Director to require a report, or to  
4 require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

5       Section 16. **Annual fee.** Beginning on the effective date of this ordinance the Permittee  
6 shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City,  
7 upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use  
8 and Occupation fee of \$32,736, or as adjusted annually thereafter, for the privileges granted by  
9 this ordinance.

10       Adjustments to the Annual Use and Occupation Fee shall be made in accordance with a  
11 term permit fee schedule adopted by the City Council and may be made every year. In the  
12 absence of a schedule, the Director may only increase or decrease the previous year's fee to  
13 reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment  
14 will be calculated by adjusting the previous year's fee by the percentage change between the two  
15 most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-  
16 Bellevue Area, All Urban Consumers, All Products, Not Seasonally Adjusted. Permittee shall  
17 pay any other applicable fees, including fees for reviewing applications to renew the permit after  
18 expiration of the first term. All payments shall be made to the City Finance Director for credit to  
19 the Transportation Fund.

20       Section 17. **Compliance with other laws.** Permittee shall construct, maintain, and  
21 operate the underground pedestrian concourse tunnel in compliance with all applicable federal,  
22 state, County and City laws and regulations. Without limitation, in all matters pertaining to the  
23 underground pedestrian concourse tunnel, the Permittee shall comply with the City's laws

1 prohibiting discrimination in employment and contracting including Seattle’s Fair Employment  
2 Practices Ordinance, Chapter 14.04, and Fair Contracting Practices code, Chapter 14.10 (or  
3 successor provisions).

4       **Section 18. Acceptance of terms and conditions.** The Permittee shall provide evidence  
5 of insurance coverage required by Section 10 of this ordinance and the covenant agreement  
6 required by Section 19 of this ordinance within 60 days after the effective date of this ordinance.  
7 Continued occupation of the right-of-way constitutes the Permittee’s acceptance of the terms of  
8 this ordinance.

9       **Section 19. Obligations run with the Property.** The obligations and conditions imposed  
10 on the Permittee by and through this ordinance are covenants that run with the land and bind  
11 subsequent owners of the property adjacent to the underground pedestrian concourse tunnel and  
12 legally described in Section 1 of this ordinance (the “Property”), regardless of whether the  
13 Director has approved assignment or transfer of the permission granted herein to such  
14 subsequent owner(s). At the request of the Director, Permittee shall provide to the Director a  
15 current title report showing the identity of all owner(s) of the Property and all encumbrances on  
16 the Property. The Permittee shall, within 60 days of the effective date of this ordinance, and prior  
17 to conveying any interest in the Property, deliver to the Director upon a form to be supplied by  
18 the Director, a covenant agreement imposing the obligations and conditions set forth in this  
19 ordinance, signed and acknowledged by the Permittee and any other owner(s) of the Property  
20 and recorded with the King County Recorder’s Office. The Director shall file the recorded  
21 covenant agreement with the City Clerk. The covenant agreement shall reference this ordinance  
22 by its ordinance number. At the request of the Director, Permittee shall cause encumbrances on  
23 the Property to be subordinated to the covenant agreement.

1           Section 20. **Repealing Section 8 of Ordinance 123793.** Section 8 of Ordinance 123793  
2 is repealed:

3                   ~~((Section 8. Continuing obligations. Notwithstanding termination or expiration of~~  
4                   ~~the permission granted, or closure or removal of the tunnel, the Permittee shall remain~~  
5                   ~~bound by its obligation under this ordinance until:~~

6                           ~~(a) the tunnel and all its equipment and property are removed from the~~  
7                   ~~right of way;~~

8                           ~~(b) the area is cleared and restored in a manner and to a condition~~  
9                   ~~satisfactory to the Director; and~~

10                           ~~(c) the Director certifies that the Permittee has discharged its obligations~~  
11                   ~~under this ordinance.~~

12                   ~~Upon prior notice to the Permittee and entry of written findings that it is in the~~  
13                   ~~public interest, the Director may, in the Director's sole discretion, excuse the Permittee,~~  
14                   ~~conditionally or absolutely from compliance with all or any of the Permittee's obligations~~  
15                   ~~to remove the tunnel and its property and to restore any disturbed areas.))~~

16           Section 21. **Section titles.** Section titles are for convenient reference only and do not  
17 modify or limit the text of a section.

1 Section 22. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 20th day of September, 2021,  
5 and signed by me in open session in authentication of its passage this 20th day of  
6 September, 2021.

7 

8 President \_\_\_\_\_ of the City Council

9  Approved  returned unsigned  vetoed by me this 27th day of September, 2021.

10 **Returned Unsigned by Mayor**

11 Jenny A. Durkan, Mayor

12 Filed by me this 27th day of September, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)