

**CITY OF SEATTLE**  
**ORDINANCE** 127020  
**COUNCIL BILL** 120764

AN ORDINANCE granting Fred Hutchinson Cancer Center permission to continue maintaining and operating an existing skybridge over and across Eastlake Avenue East, north of Aloha Street; repealing Section 8 of Ordinance 124240; and providing for the acceptance of the permit and conditions.

WHEREAS, by Ordinance 124240, The City of Seattle granted permission to Fred Hutchinson Cancer Research Center to construct, maintain, and operate a skybridge over and across Eastlake Avenue East, north of Aloha Street, for a ten-year term, renewable for two successive ten-year terms; and

WHEREAS, since the adoption of Ordinance 124240, The City of Seattle has established a practice for limiting the length of the permit to one 15-year term, renewable for one successive 15-year term, or 20-year term if the initial term was for a 10-year term; and

WHEREAS, reflective of this change Fred Hutchinson Cancer Center submitted an application to the Director of Transportation to renew the permission granted by Ordinance 124240 for a 20-year term; and

WHEREAS, Fred Hutchinson Cancer Research Center merged with Seattle Cancer Care Alliance and the new entity is Fred Hutchinson Cancer Center; and

WHEREAS, the permission authorized by Ordinance 124240 was due for renewal on September 2, 2023; and

WHEREAS, the skybridge provides an above-grade connection for staff and employees between the Fred Hutchinson Cancer Center Weintraub Building and the 1100 Eastlake Avenue East Building; and

1 WHEREAS, the obligations of Ordinance 124240 remain in effect after the ordinance term  
2 expires until the encroachment is removed, or Fred Hutchinson Cancer Center is relieved  
3 of the obligations by the Seattle Department of Transportation Director, or the Seattle  
4 City Council passes a new ordinance to renew the permission granted; and

5 WHEREAS, Fred Hutchinson Cancer Center continues to be obligated by the public benefit  
6 mitigation elements stated in Ordinance 124240 for the duration the skybridge remains in  
7 the right-of-way; and

8 WHEREAS, Fred Hutchinson Cancer Center has satisfied all the terms of the original  
9 authorizing ordinance and the Director of Transportation recommends that the term  
10 permit be renewed for 20 years subject to the terms identified in this ordinance;

11 NOW, THEREFORE,

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

13 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of  
14 Seattle (“City”) grants permission (also referred to in this ordinance as a “permit”) to Fred  
15 Hutchinson Cancer Center, and its successors and assigns as approved by the Director of the  
16 Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the  
17 party named above and each such approved successor and assign are referred to as “Permittee”),  
18 to continue maintaining and operating an existing skybridge over and across Eastlake Avenue  
19 East, north of Aloha Street. The skybridge is adjacent in whole or in part to the properties legally  
20 described as:

21 Parcel A:  
22 Lot 1, Block 12, East Park Addition to the City of Seattle, according to the plat thereof  
23 recorded in Volume 8 of Plats, page 83, in King County, Washington;  
24 Except the Southeasterly 75 feet thereof measured along the Northeasterly line of said  
25 Lot 1;

1 And except that portion thereof conveyed to the State of Washington by deed recorded  
2 December 7, 1959 under Recording No. 5110036.

3  
4 Parcel B:

5 The Southwesterly 40 feet of Lot 20 and all Lots 21 and 22, Block 12, East Park Addition  
6 to the City of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page  
7 83, in King County, Washington.

8  
9 Parcel C:

10 Those portions of Prospect Street and Eastlake Avenue East vacated by City of Seattle  
11 Ordinance No. 110472, which was corrected and amended by City of Seattle Ordinance  
12 No. 114412 recorded March 28, 1989 under Recording No. 8903281048 described as  
13 follows:

14 Beginning at the most Westerly corner of Lot 1, Block 12, East Park Addition to the City  
15 of Seattle, according to the plat thereof recorded in Volume 8 of Plats, page 83, in King  
16 County, Washington;

17 Thence South  $72^{\circ}32'12''$  East along the Southerly line of said block a distance of 39.35  
18 feet, more or less, to the Northwesterly right of way margin of Primary State Highway 1  
19 (Seattle Freeway);

20 Thence Southwesterly along said right of way margin on a curve to the left with a radius  
21 of 1,787.14 feet, a distance of 156.621 feet;

22 Thence North  $89^{\circ}10'51''$  West along said right of way margin, a distance of 64.567 feet;

23 Thence North  $00^{\circ}49'09''$  East, a distance of 195.50 feet to a point of curvature;

24 Thence on a curve to the right with a radius of 150 feet, a distance of 91.658 feet to a  
25 point of tangency;

26 Thence North  $35^{\circ}49'48''$  East, a distance of 37.737 feet to the East line of Eastlake  
27 Avenue East;

28 Thence South  $01^{\circ}13'48''$  West along said East line, a distance of 144.70 feet to the  
29 Southerly line of said Block 12;

30 Thence Easterly along the South line of said block a distance of 39 feet, more or less, to  
31 the Point of Beginning;

32 Except that portion conveyed for street purposes to the City of Seattle by deed recorded  
33 January 16, 2008 under Recording No. 20080116000258.

34  
35 Parcel D:

36 That portion of Lot(s) 2 and 3, Block 12, East Park Addition to the City of Seattle  
37 according to plat thereof recorded in Volume 8 of Plats, page 63, of King County,  
38 Washington lying Northwesterly of a line drawn parallel with and 150 feet  
39 Northwesterly, when measured radially from the reversible (r/w center line) survey of  
40 State Highway Route 5, Seattle Freeway: Olive Way to Galer Street.

41  
42 Section 2. **Term.** The permission granted to the Permittee is for a second and final  
43 renewed term of 20 years starting on the effective date of this ordinance, and ending at 11:59  
44 p.m. on the last day of the twentieth year. This is the second and final term authorized in

1 Ordinance 124240, subject to the right of the City to require the removal of the skybridge or to  
2 revise by ordinance any of the terms and conditions of the permission granted by this ordinance.  
3 The Permittee shall submit any application for a new permission no later than one year prior to  
4 the expiration of the then-existing term.

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

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

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

20       B. The Director determines that use of the skybridge has been abandoned; or

21       C. The Director determines that any term or condition of this ordinance has been violated,  
22 and the violation has not been corrected by the Permittee by the compliance date after a written  
23 request by the City to correct the violation (unless a notice to correct is not required due to an

1 immediate threat to the health or safety of the public). A City Council determination that the  
2 space is needed for, or the skybridge interferes with, a public use or benefit is conclusive and  
3 final without any right of the Permittee to resort to the courts to adjudicate the matter.

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

14       Failure to remove the skybridge as required by this section is a violation of Chapter 15.90  
15 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter  
16 15.90 does not eliminate any remedies available to the City under this ordinance or any other  
17 authority. If the Permittee does not timely fulfill its obligations under this section, the City may  
18 in its sole discretion remove the skybridge and restore the public place at the Permittee’s expense  
19 and collect such expense in any manner provided by law.

20       Upon the Permittee’s completion of removal and restoration in accordance with this  
21 section, or upon the City’s completion of the removal and restoration and the Permittee’s  
22 payment to the City for the City’s removal and restoration costs, the Director shall then issue a  
23 certification that the Permittee has fulfilled its removal and restoration obligations under this

1 ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public  
2 interest, the Director may, in the Director’s sole discretion, conditionally or absolutely excuse the  
3 Permittee from compliance with all or any of the Permittee’s obligations under this section.

4       **Section 6. Repair or reconstruction.** The skybridge shall remain the exclusive  
5 responsibility of the Permittee and the Permittee shall maintain the skybridge in good and safe  
6 condition for the protection of the public. The Permittee shall not reconstruct or repair the  
7 skybridge except in strict accordance with plans and specifications approved by the Director. The  
8 Director may, in the Director’s judgment, order the skybridge reconstructed or repaired at the  
9 Permittee’s cost and expense: because of the deterioration of the skybridge; because of the  
10 installation, construction, reconstruction, maintenance, operation, or repair of any municipally-  
11 owned public utilities; or for any other cause.

12       **Section 7. Failure to correct unsafe condition.** After written notice to the Permittee and  
13 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the  
14 Director may order the skybridge be removed at the Permittee’s expense if the Director deems  
15 that the skybridge creates a risk of injury to the public. If there is an immediate threat to the  
16 health or safety of the public, a notice to correct is not required.

17       **Section 8. Continuing obligations.** Notwithstanding termination or expiration of the  
18 permission granted, or removal of the skybridge, the Permittee shall remain bound by all of its  
19 obligations under this ordinance until the Director has issued a certification that the Permittee  
20 has fulfilled its removal and restoration obligations under Section 5 of this ordinance, or the  
21 Seattle City Council passes a new ordinance to renew the permission granted and/or establish a  
22 new term. Notwithstanding the issuance of that certification, the Permittee shall continue to be

1 bound by the obligations in Section 9 of this ordinance and shall remain liable for any unpaid  
2 fees assessed under Sections 15 and 17 of this ordinance.

3 **Section 9. Release, hold harmless, indemnification, and duty to defend.** The  
4 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,  
5 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,  
6 attorneys' fees, or damages of every kind and description arising out of or by reason of the  
7 skybridge or this ordinance, including but not limited to claims resulting from injury, damage, or  
8 loss to the Permittee or the Permittee's property.

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

16 A. The existence, condition, construction, reconstruction, modification, maintenance,  
17 operation, use, or removal of the skybridge, or any portion thereof, or the use, occupation, or  
18 restoration of the public place or any portion thereof by the Permittee or any other person or  
19 entity;

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

22 C. The Permittee failing or refusing to strictly comply with every provision of this  
23 ordinance; or arising out of or by reason of the skybridge or this ordinance in any other way.

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

12           Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by  
13 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its  
14 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain  
15 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that  
16 protects the Permittee and the City from claims and risks of loss from perils that can be insured  
17 against under commercial general liability (CGL) insurance policies in conjunction with:

18           A. Construction, reconstruction, modification, operation, maintenance, use, existence, or  
19 removal of the skybridge, or any portion thereof, as well as restoration of any disturbed areas of  
20 the public place in connection with removal of the skybridge;

21           B. The Permittee's activity upon or the use or occupation of the public place described in  
22 Section 1 of this ordinance; and



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

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

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

14 Within 60 days after the effective date of this ordinance, the Permittee shall provide to  
15 the City, or cause to be provided, certification of insurance coverage including an actual copy of  
16 the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement  
17 or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to  
18 SDOT at an address as the Director may specify in writing from time to time. The Permittee shall  
19 provide a certified complete copy of the insurance policy to the City promptly upon request.

20 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager  
21 may be submitted in lieu of the insurance coverage certification required by this ordinance, if  
22 approved in writing by the City’s Risk Manager. The letter of certification must provide all  
23 information required by the City’s Risk Manager and document, to the satisfaction of the City’s

1 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in  
2 force. After a self-insurance certification is approved, the City may from time to time  
3 subsequently require updated or additional information. The approved self-insured Permittee  
4 must provide 30 days' prior notice of any cancellation or material adverse financial condition of  
5 its self-insurance program. The City may at any time revoke approval of self-insurance and  
6 require the Permittee to obtain and maintain insurance as specified in this ordinance.

7 In the event that the Permittee assigns or transfers the permission granted by this  
8 ordinance, the Permittee shall maintain in effect the insurance required under this section until  
9 the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

10 Section 11. **Contractor insurance.** The Permittee shall contractually require that any and  
11 all of its contractors performing work on any premises contemplated by this permit name “The  
12 City of Seattle, its officers, officials, employees and agents” as additional insureds for primary  
13 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance  
14 and/or self-insurance. The Permittee shall also include in all contract documents with its  
15 contractors a third-party beneficiary provision extending to the City construction indemnities and  
16 warranties granted to the Permittee.

17 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,  
18 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond  
19 executed by a surety company authorized and qualified to do business in the State of  
20 Washington, in the amount of \$120,000 and conditioned with a requirement that the Permittee  
21 shall comply with every provision of this ordinance and with every order the Director issues  
22 under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director  
23 has issued a certification that the Permittee has fulfilled its removal and restoration obligations

1 under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in  
2 consultation with the City Attorney’s Office may be substituted for the bond. In the event that  
3 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall  
4 maintain in effect the bond or letter of credit required under this section until the Director has  
5 approved the assignment or transfer pursuant to Section 14 of this ordinance.

6       Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust  
7 minimum liability insurance levels and surety bond requirements during the term of this  
8 permission. If the Director determines that an adjustment is necessary to fully protect the  
9 interests of the City, the Director shall notify the Permittee of the new requirements in writing.  
10 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted  
11 insurance and surety bond levels to the Director.

12       Section 14. **Consent for and conditions of assignment or transfer.** When the Property  
13 is transferred, the permission granted by this ordinance shall be assignable and transferable by  
14 operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-  
15 way constitutes the Permittee’s acceptance of the terms of this ordinance, and the new owner  
16 shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a  
17 transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage,  
18 pledge, or encumber the same without the Director’s consent, which the Director shall not  
19 unreasonably refuse. The Director may approve assignment or transfer of the permission granted  
20 by this ordinance to a successor entity only if the successor or assignee has provided, at the time  
21 of the assignment or transfer, the bond and certification of insurance coverage required under  
22 this ordinance, and has paid any fees due under Sections 15 and 17 of this ordinance. Upon the  
23 Director’s approval of an assignment or transfer, the rights and obligations conferred on the

1 Permitee by this ordinance shall be conferred on the successors and assigns. Any person or  
2 entity seeking approval for an assignment or transfer of the permission granted by this ordinance  
3 shall provide the Director with a description of the current and anticipated use of the skybridge.

4       **Section 15. Inspection fees.** The Permitee shall, as provided by Chapter 15.76 SMC or  
5 successor provision, pay the City the amounts charged by the City to inspect the skybridge  
6 during construction, reconstruction, repair, annual safety inspections, and at other times deemed  
7 necessary by the City. An inspection or approval of the skybridge by the City shall not be  
8 construed as a representation, warranty, or assurance to the Permitee or any other person as to  
9 the safety, soundness, or condition of the skybridge. Any failure by the City to require correction  
10 of any defect or condition shall not in any way limit the responsibility or liability of the  
11 Permitee. The Permitee shall pay the City the amounts charged by the City to review the  
12 inspection reports required by Section 16 of this ordinance.

13       **Section 16. Inspection reports.** The Permitee shall submit to the Director, or to SDOT  
14 at an address specified by the Director, an inspection report that:

- 15       A. Describes the physical dimensions and condition of all load-bearing elements;
- 16       B. Describes any damages or possible repairs to any element of the skybridge;
- 17       C. Prioritizes all repairs and establishes a timeframe for making repairs; and
- 18       D. Is stamped by a professional structural engineer licensed in the State of Washington.

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

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

6       Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee  
7 shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City,  
8 upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use  
9 and Occupation Fee of \$73,743.75, or as adjusted annually thereafter, for the privileges granted  
10 by this ordinance.

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

21       Section 18. **Compliance with other laws.** The Permittee shall construct, maintain, and  
22 operate the skybridge in compliance with all applicable federal, state, County, and City laws and  
23 regulations. Without limitation, in all matters pertaining to the skybridge, the Permittee shall

1 comply with the City’s laws prohibiting discrimination in employment and contracting including  
2 Seattle’s Fair Employment Practices Ordinance, Chapter 14.04 SMC, and Fair Contracting  
3 Practices Code, Chapter 14.10 SMC (or successor provisions).

4       **Section 19. Acceptance of terms and conditions.** The Permittee shall provide evidence  
5 of insurance coverage required by Section 10 of this ordinance, the bond as required by Section  
6 12 of this ordinance, and the covenant agreement required by Section 20 of this ordinance within  
7 60 days after the effective date of this ordinance. Continued occupation of the right-of-way  
8 constitutes the Permittee’s acceptance of the terms of this ordinance.

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

1           Section 21. **Public benefit mitigation.** The Permittee shall continue to maintain and  
2 operate the public benefits stated in Ordinance 124240, Section 21, including:

3           A. Public connection from Eastlake Avenue East and Fairview Avenue North with an  
4 overlook plaza with enhanced sidewalk with stone garden, terraced stair with bicycle amenities,  
5 seating, passive water feature, landscaping, lighting, and signage that states that the privately-  
6 owned public space is accessible to the public 24 hours a day, seven days a week;

7           B. A pedestrian crosswalk across Eastlake Avenue East;

8           C. An art sculpture installation on Eastlake Avenue East;

9           D. Enhanced sidewalk and landscaping along west side of Eastlake Avenue East with  
10 pocket park with public seating; and

11           E. Improved and expanded landscape area on Washington State Department of  
12 Transportation property on the east side of Eastlake Avenue East.

13           Section 22. **Repeal of Section 8 of Ordinance 124240.** Section 8 of Ordinance 124240 is  
14 repealed.

15           Section 23. **Section titles.** Section titles are for convenient reference only and do not  
16 modify or limit the text of a section.

1 Section 24. This ordinance shall take effect as provided by Seattle Municipal Code  
2 Sections 1.04.020 and 1.04.070.

3 Passed by the City Council the 14th day of May, 2024,  
4 and signed by me in open session in authentication of its passage this 14th day of  
5 May, 2024.

6 

7 President \_\_\_\_\_ of the City Council

8  Approved /  returned unsigned /  vetoed this 16th day of May, 2024.

9 

10 Bruce A. Harrell, Mayor

11 Filed by me this 16th day of May, 2024.

12 

13 Scheereen Dedman, City Clerk

14  
15 (Seal)