



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 118570

Record No.: CB 118570

Type: Ordinance (Ord)

Status: Passed

Version: 1

124939

In Control: City Clerk

File Created: 10/27/2015

Final Action: 12/04/2015

**Title:** AN ORDINANCE granting Swedish Health Services d.b.a. Swedish Medical Center/Ballard permission to maintain and operate a pedestrian skybridge and private utilities over and across Tallman Avenue Northwest, north of Northwest Central Avenue, for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; providing for the acceptance of the permit and conditions; and ratifying and confirming certain prior acts.

|                            |                               |                          |
|----------------------------|-------------------------------|--------------------------|
| <b>Notes:</b>              | <b>Filed with City Clerk:</b> | <u>Date</u><br>12/4/2015 |
| <b>Sponsors:</b> Rasmussen | <b>Mayor's Signature:</b>     | 12/4/2015                |
|                            | <b>Vetoed by Mayor:</b>       |                          |
|                            | <b>Veto Overridden:</b>       |                          |
|                            | <b>Veto Sustained:</b>        |                          |

**Attachments:**

Drafter: amy.gray@seattle.gov

**Filing Requirements/Dept Action:**

**History of Legislative File**

Legal Notice Published:  Yes  No

| Ver- sion: | Acting Body:               | Date:      | Action:   | Sent To:                   | Due Date: | Return Date: | Result: |
|------------|----------------------------|------------|---|----------------------------|-----------|--------------|---------|
| 1          | Mayor                      | 11/10/2015 | Mayor's leg transmitted to Council  | City Clerk                 |           |              |         |
|            | <b>Action Text:</b>        |            | The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk |                            |           |              |         |
|            | <b>Notes:</b>              |            |   |                            |           |              |         |
| 1          | City Clerk                 | 11/10/2015 | sent for review   | Council President's Office |           |              |         |
|            | <b>Action Text:</b>        |            | The Council Bill (CB) was sent for review. to the Council President's Office    |                            |           |              |         |
|            | <b>Notes:</b>              |            |   |                            |           |              |         |
| 1          | Council President's Office | 11/12/2015 | sent for review   | Transportation Committee   |           |              |         |
|            | <b>Action Text:</b>        |            | The Council Bill (CB) was sent for review. to the Transportation Committee      |                            |           |              |         |
|            | <b>Notes:</b>              |            |   |                            |           |              |         |

- 1 Full Council 11/23/2015 referred Transportation  
Committee  
Action Text: The Council Bill (CB) was referred. to the Transportation Committee  
Notes:
- 1 Transportation Committee 11/24/2015 pass Pass  
Action Text: The Committee recommends that Full Council pass the Council Bill (CB).  
Notes:  
In Favor: 3 Chair Rasmussen, Vice Chair O'Brien, Member Godden  
Opposed: 0
- 1 Full Council 11/30/2015 passed Pass  
Action Text: The Council Bill (CB) was passed by the following vote and the President signed the Bill:  
In Favor: 8 Council President Burgess, Councilmember Bagshaw, Councilmember  
Godden, Councilmember Gonzalez, Councilmember Harrell,  
Councilmember Licata, Councilmember O'Brien, Councilmember  
Rasmussen  
Opposed: 0
- 1 City Clerk 12/02/2015 submitted for Mayor  
Mayor's signature  
Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor  
Notes:
- 1 Mayor 12/04/2015 Signed  
Action Text: The Council Bill (CB) was Signed.  
Notes:
- 1 Mayor 12/04/2015 returned City Clerk  
Action Text: The Council Bill (CB) was returned. to the City Clerk  
Notes:
- 1 City Clerk 12/04/2015 attested by City  
Clerk  
Action Text: The Ordinance (Ord) was attested by City Clerk.  
Notes:
-

**CITY OF SEATTLE**  
**ORDINANCE** 124939  
**COUNCIL BILL** 118570

1  
2  
3  
4  
5 AN ORDINANCE granting Swedish Health Services d.b.a. Swedish Medical Center/Ballard  
6 permission to maintain and operate a pedestrian skybridge and private utilities over and  
7 across Tallman Avenue Northwest, north of Northwest Central Avenue, for a ten-year  
8 term, renewable for two successive ten-year terms; specifying the conditions under which  
9 this permit is granted; providing for the acceptance of the permit and conditions; and  
10 ratifying and confirming certain prior acts.

11  
12 WHEREAS, Swedish Health Services d.b.a. Swedish Medical Center/Ballard ("Swedish  
13 Ballard") has applied for permission to maintain and operate a pedestrian skybridge and  
14 private utilities over and across Tallman Avenue Northwest, north of Northwest Central  
15 Avenue, including some private utilities; and

16 WHEREAS, the existing pedestrian skybridge and private utilities provide a crossing for  
17 patients, visitors, and sterile medical supplies from the warehouse, loading dock, sterile  
18 processing facility, and parking garage to the main hospital, and these sterile medical  
19 supplies must remain indoors and cannot be transferred outside per federal and state  
20 hospital regulations; and

21 WHEREAS, the permission for the pedestrian skybridge and private utilities was granted by  
22 Ordinance 110823 on November 14, 1982, and amended by Ordinance 111678,  
23 Ordinance 118998, Ordinance 121492, and Ordinance 121855, and the permission  
24 expired on November 13, 2012; and

25 WHEREAS, Swedish Ballard applied for approval of the permission contained in this ordinance  
26 prior to expiration of the permission described above; and

27 WHEREAS, the Seattle Design Commission recommended approval of the proposed skybridge,  
28 public benefit mitigation elements, and public space improvements; and

1 WHEREAS, the adoption of this ordinance is the culmination of the approval process for the  
2 pedestrian skybridge and private utilities to legally occupy a portion of the public right-  
3 of-way; NOW, THEREFORE,

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

5 Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of  
6 Seattle (“City”) grants permission (also referred to in this ordinance as a permit) to Swedish  
7 Health Services d.b.a. Swedish Medical Center/Ballard, and its successors and assigns as  
8 approved by the Director of the Seattle Department of Transportation (“Director”) according to  
9 Section 14 of this ordinance (the party named above and each such approved successor and  
10 assign is referred to as “Permittee”), to maintain and operate a pedestrian skybridge and private  
11 existing utility connections (“skybridge”) over and across Tallman Avenue Northwest, north of  
12 Northwest Central Avenue, adjacent in whole or in part to the property legally described as:

13 Lots 8-17, Block 80 in the Plat of Gilman Park, as recorded in Volume 3 of Plates, Page  
14 40, in King County, Washington

15 for the purpose of providing pedestrian and interior utility connections between the warehouse in  
16 the parking garage building and the main hospital.

17 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting  
18 November 14, 2012, and ending at 11:59 p.m. on November 13, 2022. Upon written application  
19 made by the Permittee before expiration of the term, the Director or the City Council may renew  
20 the permit twice, each time for a successive ten-year term, subject to the right of the City to  
21 require the removal of the skybridge or to revise by ordinance any of the terms and conditions of  
22 the permission granted by this ordinance. The total term of the permission, including renewals,  
23 shall not exceed 30 years. The Permittee shall submit any application for a new permission prior  
24 to the expiration of the then-existing term.

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

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

13           (a)     The City Council determines by ordinance that the space occupied by the  
14 skybridge is necessary for any public use or benefit or that the skybridge interferes with any  
15 public use or benefit; or

16           (b)     The Director determines that use of skybridge has been abandoned; or

17           (c)     The Director determines that any term or condition of this ordinance has been  
18 violated, and the violation has not been corrected by the Permittee by the compliance date after a  
19 written request by the City to correct the violation (unless a notice to correct is not required due  
20 to an immediate threat to the health or safety of the public).

21 A City Council determination that the space is needed for, or the skybridge interferes with, a  
22 public use or benefit is conclusive and final without any right of the Permittee to resort to the  
23 courts to adjudicate the matter.

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

11           Failure to remove the skybridge as required by this section is a violation of Chapter 15.90  
12 of the Seattle Municipal Code (SMC) or successor provision; however, applicability of Chapter  
13 15.90 SMC does not eliminate any remedies available to the City under this ordinance or any  
14 other authority. If the Permittee does not timely fulfill its obligations under this section, the City  
15 may in its sole discretion remove the skybridge and restore the public place at the Permittee's  
16 expense, and collect such expense in any manner provided by law.

17           Upon the Permittee's completion of removal and restoration in accordance with this  
18 section, or upon the City's completion of the removal and restoration and the Permittee's  
19 payment to the City for the City's removal and restoration costs, the Director shall then issue a  
20 certification that the Permittee has fulfilled its removal and restoration obligations under this  
21 ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public  
22 interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the  
23 Permittee from compliance with all or any of the Permittee's obligations under this section.

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

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

15           Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the  
16 permission granted, or closure or removal of the skybridge, the Permittee shall remain bound by  
17 all of its obligations under this ordinance until the Director has issued a certification that the  
18 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance.  
19 Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by  
20 the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed  
21 under Section 17 of this ordinance.

22           Section 9. **Release, hold harmless, indemnification, and duty to defend.** The  
23 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,

1 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,  
2 attorneys' fees, or damages of every kind and description arising out of or by reason of the  
3 skybridge or this ordinance, including but not limited to claims resulting from injury, damage, or  
4 loss to the Permittee or the Permittee's property.

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

12 (a) The existence, condition, construction, reconstruction, modification, maintenance,  
13 operation, use, or removal of the skybridge or any portion thereof, or the use, occupation, or  
14 restoration of the public place or any portion thereof by the Permittee or any other person or  
15 entity;

16 (b) Anything that has been done or may at any time be done by the Permittee by  
17 reason of this ordinance; or

18 (c) The Permittee failing or refusing to strictly comply with every provision of this  
19 ordinance; or arising out of or by reason of the skybridge or this ordinance in any other way.

20 If any suit, action, or claim of the nature described above is filed, instituted, or begun  
21 against the City, the Permittee shall upon notice from the City defend the City, with counsel  
22 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is  
23 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment



1 within 90 days after the action or suit has been finally determined, if determined adversely to the  
2 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington  
3 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or  
4 result from the concurrent negligence of the City, its agents, contractors, or employees, and the  
5 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and  
6 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,  
7 contractors, or employees.

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

14       (a) Construction, reconstruction, modification, operation, maintenance, use,  
15 existence, or removal of the skybridge or any portion thereof, as well as restoration of any  
16 disturbed areas of the public place in connection with removal of the skybridge;

17       (b) The Permittee's activity upon or the use or occupation of the public place  
18 described in Section 1 of this ordinance; and

19       (c) Claims and risks in connection with activities performed by the Permittee by  
20 virtue of the permission granted by this ordinance.

21 Minimum insurance requirements are CGL insurance written on an occurrence form at least as  
22 broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance coverage to  
23 be placed with an insurer admitted and licensed to conduct business in Washington State or with

1 a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with any other  
2 insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject to  
3 approval by the City's Risk Manager.

4 (d) Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000  
5 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises  
6 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the "City  
7 of Seattle, its officers, officials, employees and agents" as additional insureds for primary and  
8 non-contributory limits of liability subject to a Separation of Insureds clause.

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

15 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager  
16 may be submitted in lieu of the insurance coverage certification required by this ordinance, if  
17 approved in writing by the City's Risk Manager. The letter of certification must provide all  
18 information required by the City's Risk Manager and document, to the satisfaction of the City's  
19 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in  
20 force. After a self-insurance certification is approved, the City may from time to time  
21 subsequently require updated or additional information. The approved self-insured Permittee  
22 must provide 30 days' prior notice of any cancellation or material adverse financial condition of

1 its self-insurance program. The City may at any time revoke approval of self-insurance and  
2 require the Permittee to obtain and maintain insurance as specified in this ordinance.

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

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

13 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,  
14 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond  
15 executed by a surety company authorized and qualified to do business in the State of Washington  
16 that is in the amount of \$160,000, and conditioned with a requirement that the Permittee shall  
17 comply with every provision of this ordinance and with every order the Director issues under this  
18 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued  
19 a certification that the Permittee has fulfilled its removal and restoration obligations under  
20 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in  
21 consultation with the City Attorney’s Office may be substituted for the bond. If the Permittee  
22 assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in

1 effect the bond or letter of credit required under this section until the Director has approved the  
2 assignment or transfer pursuant to Section 14 of this ordinance.

3       Section 13. **Adjustment of insurance and bond requirements.** The Director may adjust  
4 minimum liability insurance levels and 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 14. **Consent for and conditions of assignment or transfer.** The permission  
10 granted by this ordinance shall not be assignable or transferable by operation of law; nor shall the  
11 Permittee transfer, assign, mortgage, pledge or encumber the same without the Director's  
12 consent, which the Director shall not unreasonably refuse. The Director may approve assignment  
13 or transfer of the permission granted by this ordinance to a successor entity only if the successor  
14 or assignee has accepted in writing all of the terms and conditions of the permission granted by  
15 this ordinance; has provided, at the time of the acceptance, the bond and certification of  
16 insurance coverage required under this ordinance; and has paid any fees due under Section 17 of  
17 this ordinance. Upon the Director's approval of an assignment or transfer, the rights and  
18 obligations conferred on the Permittee by this ordinance shall be conferred on the successors and  
19 assigns. Any person or entity seeking approval for an assignment or transfer of the permission  
20 granted by this ordinance shall provide the Director with a description of the current and  
21 anticipated use of the skybridge.

22       Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or  
23 successor provision, pay the City the amounts charged by the City to inspect the skybridge

1 during construction, reconstruction, repair, annual safety inspections, and at other times deemed  
2 necessary by the City. An inspection or approval of the skybridge by the City shall not be  
3 construed as a representation, warranty, or assurance to the Permittee or any other person as to the  
4 safety, soundness, or condition of the skybridge. Any failure by the City to require correction of any  
5 defect or condition shall not in any way limit the responsibility or liability of the Permittee.

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

- 8           (a) Describes the physical dimensions and condition of all load-bearing elements;
- 9           (b) Describes any damages or possible repairs to any element of the skybridge;
- 10          (c) Prioritizes all repairs and establishes a timeframe for making repairs; and
- 11          (d) Is stamped by a professional structural engineer licensed in the State of

12 Washington.

13 A report meeting the foregoing requirements shall be submitted within 60 days after the effective  
14 date of this ordinance; subsequent reports shall be submitted every two years, within 30 days  
15 prior to the anniversary date of the last inspection report; provided, that, in the event of a natural  
16 disaster or other event that may have damaged the skybridge, the Director may require that  
17 additional reports be submitted by a date established by the Director. The Permittee has the duty  
18 of inspecting and maintaining the skybridge. The responsibility to submit structural inspection  
19 reports periodically or as required by the Director does not waive or alter any of the Permittee's  
20 other obligations under this ordinance. The receipt of any reports by the Director shall not create  
21 any duties on the part of the Director. Any failure by the Director to require a report, or to  
22 require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

1           Section 17. **Annual fee.** Beginning on November 15, 2012, and annually thereafter, the  
2 Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an  
3 annual fee of \$6,047.97, or as adjusted annually thereafter, for the privileges granted by this  
4 ordinance.

5           Adjustments to the annual fee shall be made in accordance with a term permit fee  
6 schedule adopted by the City Council and may be made every year. In the absence of a schedule,  
7 the Director may only increase or decrease the previous year's fee to reflect any inflationary  
8 changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by  
9 adjusting the previous year's fee by the percentage change between the two most recent year-end  
10 values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All  
11 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the  
12 City Finance Director for credit to the Transportation Operating Fund.

13           Section 18. **Compliance with other laws.** Permittee shall construct, maintain and operate  
14 the skybridge in compliance with all applicable federal, state, County and City laws and  
15 regulations. Without limitation, in all matters pertaining to the skybridge, the Permittee shall  
16 comply with the City's laws prohibiting discrimination in employment and contracting including  
17 Seattle's Fair Employment Practices Ordinance, SMC Chapter 14.04, and Fair Contracting  
18 Practices Code, SMC Chapter 14.10 (or successor provisions).

19           Section 19. **Acceptance of terms and conditions.** The Permittee shall deliver to the  
20 Director its written signed acceptance of the terms of this ordinance within 60 days after the  
21 effective date of this ordinance. The Director shall file the written acceptance with the City  
22 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by  
23 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed

1 and forfeited and the Permittee shall, at its own expense, remove the skybridge and all of the  
2 Permittee's equipment and property and replace and restore all portions of the public place as  
3 provided in Section 5 of this ordinance.

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

19       Section 21. **Public benefit mitigation.**

20       A.     The permission granted by this ordinance is subject to the Permittee maintaining  
21 the following existing public realm benefit mitigation:

1           1.       A publicly accessible 8,000-square-foot open space at Northwest Market  
2       Street and Barnes Avenue Northwest with signage that states that the privately owned  
3       public space is accessible to the public 24 hours a day, seven days a week;

4           2.       A publicly accessible seating area at Barnes Avenue Northwest and 17<sup>th</sup>  
5       Avenue Northwest with signage that states that the privately owned public space is  
6       accessible to the public 24 hours a day, seven days a week;

7           3.       Landscaping, public seating, and pedestrian lighting along Tallman  
8       Avenue Northwest; and

9           4.       Landscaped pedestrian path connection from Northwest Market Street to  
10       mid-block Tallman Avenue Northwest with signage that states that the path is accessible  
11       to the public 24 hours a day, seven days a week.

12       B.       Permittee shall provide the following public benefit mitigation within one year of  
13       the effective date of this ordinance:

14           1.       A publicly accessible through-block connection from Tallman Avenue  
15       Northwest to Russell Avenue Northwest along the north property line of the Permittee's  
16       parking garage, with signage that states that the privately owned public space and path is  
17       accessible to the public 24 hours a day, seven days a week; and

18           2.       A street mural at the intersection of Tallman Avenue Northwest and  
19       Northwest Central Place.

20       Prior to construction of these elements, the Permittee shall obtain the required permits  
21       from the appropriate City departments. Following construction, Permittee shall maintain these  
22       elements in good and safe condition. Any changes to this list must be approved by the Director.



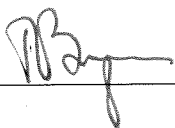
1           Section 22. **Section titles.** Section titles are for convenient reference only and do not  
2 modify or limit the text of a section.

3           Section 23. **Ratify and confirm.** Any act taken by the City or the Permittee pursuant to  
4 the authority and in compliance with the conditions of this ordinance but prior to the effective  
5 date of this ordinance is ratified and confirmed.


6

1 Section 24. 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 30<sup>th</sup> day of NOVEMBER, 2015, and  
5 signed by me in open session in authentication of its passage this  
6 30<sup>th</sup> day of NOVEMBER, 2015.

7  
8   
9 President \_\_\_\_\_ of the City Council

10  
11 Approved by me this 4<sup>th</sup> day of December, 2015.

12  
13   
14 Edward B. Murray, Mayor

15  
16 Filed by me this 4<sup>th</sup> day of December, 2015.

17  
18   
19 Monica Martinez Simmons, City Clerk

20  
21  
22 (Seal)