

CITY OF SEATTLE
ORDINANCE 126870
COUNCIL BILL 120613

AN ORDINANCE granting 300 Pine Street Condominium Association permission to continue maintaining and operating a pedestrian skybridge over and across 3rd Avenue, between Pine Street and Stewart Street; repealing Section 9 of Ordinance 124985; and providing for acceptance of the permit and conditions.

WHEREAS, by Ordinance 124985, The City of Seattle granted Macy's West Stores, Inc. permission to continue maintaining and operating a pedestrian skybridge over and across 3rd Avenue, between Pine Street and Stewart Street, for a 10-year term, renewable for two successive 10-year terms; and

WHEREAS, Macy's West Stores, Inc. transferred ownership of the property to 300 Pine Street Condominium Association; and

WHEREAS, the permission authorized by Ordinance 124985 was due for renewal on March 30, 2022; and

WHEREAS, 300 Pine Street Condominium Association submitted an application to the Director of Transportation to renew the permission granted by Ordinance 124985 for a 20-year term; and

WHEREAS, the obligations of Ordinance 124985 remain in effect after the ordinance term expires until the encroachment is removed, or 300 Pine Street Condominium Association 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

WHEREAS, 300 Pine Street Condominium Association continues to be obligated by the public benefit mitigation elements stated in Ordinance 124985 for the duration the pedestrian skybridge remains in the right-of-way; and

1 WHEREAS, 300 Pine Street Condominium Association has satisfied all the terms of the original
2 authorizing ordinance and the Director of Transportation recommends that the term
3 permit be renewed for 20 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 300 Pine
8 Street Condominium Association, and its successors and assigns as approved by the Director of
9 the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance
10 (the party named above and each such approved successor and assign are referred to as
11 “Permittee”), to continue maintaining and operating an existing pedestrian skybridge over and
12 across 3rd Avenue, between Pine Street and Stewart Street. The pedestrian skybridge is adjacent
13 in whole or in part to the properties legally described as:

14 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 52 of Addition to the Town of Seattle,
15 as laid out by A. A. Denny (commonly known as A. A. Denny's 6th Addition to the City of
16 Seattle), according to the plat recorded in Volume 1 of Plats, on page 99, records of King
17 County, Washington;

18
19 EXCEPT the northeasterly 12 feet in width of said Lots 3, 6, 7, 10 and 11 and that
20 portion of said Lot 2 condemned for widening 4th Avenue in King County Superior Court Cause
21 No. 52280 under Ordinance No. 13776 of the City of Seattle;

22
23 EXCEPT the southwesterly 12 feet in width of said Lots 1, 4, 5, 8, 9 and 12 taken by the
24 City of Seattle for widening 3rd Avenue;

25
26 EXCEPT the southeasterly 7 feet in width of the remaining portion of said Lots 11 and 12
27 taken by the City of Seattle for widening Pine Street;

28
29 EXCEPT that portion of said Lot 1 taken by the City of Seattle for establishing Stewart
30 Street;

31

1 AND EXCEPT that portion of said Lot 2 conveyed to the City of Seattle for street
2 purposes by Deed recorded in Volume 1394 of Deeds at page 468, records of said County, more
3 particularly bounded and described as follows:
4

5 Beginning at the original northeast corner of said Lot 2 and running:
6

7 Thence southwesterly along the northwesterly line thereof, 16.52 feet to the
8 southwesterly margin of 4th Avenue as established by said Ordinance No. 13776 of the City of
9 Seattle and the true point of beginning of the parcel herein described;
10

11 Thence southeasterly along said southwesterly margin 5.63 feet;
12

13 Thence northwesterly in a straight line 7.51 feet to a point on the northwesterly line of
14 said Lot 2, said point being 3.60 feet southwesterly from the true point of beginning;
15

16 Thence northeasterly 3.60 feet to the true point of beginning;
17

18 TOGETHER WITH the vacated alley in said Block;
19

20 AND TOGETHER WITH that portion of said Lot 2 vacated by Ordinance No 55984 of
21 the City of Seattle.
22

23 Section 2. **Term.** The permission granted to the Permittee is for a second and final
24 renewed term of 20 years starting on the effective date of this ordinance and ending at 11:59 p.m.
25 on the last day of the twentieth year. This is the second and final term authorized in Ordinance
26 124985, subject to the right of the City to require the removal of the pedestrian skybridge or to
27 revise by ordinance any of the terms and conditions of the permission granted by this ordinance.
28 The Permittee shall submit any application for a new permission no later than one year prior to
29 the expiration of the then-existing term. Any application for a new permit for the existing
30 skybridge is subject to the procedures detailed in SDOT Director’s Rule 02-2021 or any
31 successor Director’s Rules.

32 Section 3. **Protection of utilities.** The permission granted is subject to the Permittee
33 bearing the expense of any protection, support, or relocation of existing utilities deemed
34 necessary by the owners of the utilities, and the Permittee being responsible for any damage to

1 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of
2 the pedestrian skybridge and for any consequential damages that may result from any damage to
3 utilities or interruption in service caused by any of the foregoing.

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

11 A. The City Council determines by ordinance that the space occupied by the pedestrian
12 skybridge is necessary for any public use or benefit or that the pedestrian skybridge interferes
13 with any public use or benefit; or

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

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

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

22 **Section 5. Permittee’s obligation to remove and restore.** If the permission granted is
23 not renewed at the expiration of a term, or if the permission expires without an application for a

1 new permission being granted, or if the City terminates the permission, then within 90 days after
2 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
3 or order requiring removal of the pedestrian skybridge, the Permittee shall, at its own expense,
4 remove the pedestrian skybridge and all of the Permittee's equipment and property from the
5 public place and replace and restore all portions of the public place that may have been disturbed
6 for any part of the pedestrian skybridge in as good condition for public use as existed prior to
7 construction of the pedestrian skybridge and in at least as good condition in all respects as the
8 abutting portions of the public place as required by Seattle Department of Transportation
9 (SDOT) right-of-way restoration standards.

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

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

1 Section 6. **Repair or reconstruction.** The pedestrian skybridge shall remain the
2 exclusive responsibility of the Permittee and the Permittee shall maintain the pedestrian
3 skybridge in good and safe condition for the protection of the public. The Permittee shall not
4 reconstruct or repair the pedestrian skybridge except in strict accordance with plans and
5 specifications approved by the Director. The Director may, in the Director’s judgment, order the
6 pedestrian skybridge reconstructed or repaired at the Permittee’s cost and expense: because of
7 the deterioration of the pedestrian skybridge; because of the installation, construction,
8 reconstruction, maintenance, operation, or repair of any municipally-owned public utilities; or
9 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 pedestrian skybridge be removed at the Permittee’s expense if the
13 Director deems that the pedestrian skybridge 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 removal of the pedestrian 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 or the Seattle City Council passes a new ordinance to renew the permission granted and/or
20 establish a new term. Notwithstanding the issuance of that certification, the Permittee shall
21 continue to be bound by the obligations in Section 9 of this ordinance and shall remain liable for
22 any unpaid fees assessed under Section 15 and Section 17 of this ordinance.

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

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

14 A. The existence, condition, construction, reconstruction, modification, maintenance,
15 operation, use, or removal of the pedestrian skybridge;

16 B. Anything that has been done or may at any time be done by the Permittee by reason of
17 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 pedestrian skybridge or this ordinance in any
20 other way.

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

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

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

15 A. Construction, reconstruction, modification, operation, maintenance, use, existence, or
16 removal of the pedestrian skybridge, as well as restoration of any disturbed areas of the public
17 place in connection with removal of the pedestrian skybridge;

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

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

22 Minimum insurance requirements are CGL insurance written on an occurrence form at
23 least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance

1 coverage to be placed with an insurer admitted and licensed to conduct business in Washington
2 State or with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with
3 any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject
4 to approval by the City’s Risk Manager.

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

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

16 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager
17 may be submitted in lieu of the insurance coverage certification required by this ordinance, if
18 approved in writing by the City’s Risk Manager. The letter of certification must provide all
19 information required by the City’s Risk Manager and document, to the satisfaction of the City’s
20 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in
21 force. After a self-insurance certification is approved, the City may from time to time
22 subsequently require updated or additional information. The approved self-insured Permittee
23 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
16 Washington, in the amount of \$120,000 and conditioned with a requirement that the Permittee
17 shall comply with every provision of this ordinance and with every order the Director issues
18 under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director
19 has issued a certification that the Permittee has fulfilled its removal and restoration obligations
20 under 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. In the event that
22 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall

1 maintain in effect the bond or letter of credit required under this section until the Director has
2 approved the 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.** 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 20 of this ordinance. Continued occupation of the right-of-
12 way constitutes the Permittee's acceptance of the terms of this ordinance, and the new owner
13 shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a
14 transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge
15 or encumber the same without the Director's consent, which the Director shall not unreasonably
16 refuse. The Director may approve assignment or transfer of the permission granted by this
17 ordinance to a successor entity only if the successor or assignee has provided, at the time of the
18 assignment or transfer, the bond and certification of insurance coverage required under this
19 ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon
20 the Director's approval of an assignment or transfer, the rights and obligations conferred on the
21 Permittee by this ordinance shall be conferred on the successors and assigns. Any person or
22 entity seeking approval for an assignment or transfer of the permission granted by this ordinance

1 shall provide the Director with a description of the current and anticipated use of the pedestrian
2 skybridge.

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

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

- 14 A. Describes the physical dimensions and condition of all load-bearing elements;
15 B. Describes any damages or possible repairs to any element of the pedestrian skybridge;
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
19 effective date of this ordinance; subsequent reports shall be submitted every two years, provided
20 that, in the event of a natural disaster or other event that may have damaged the pedestrian
21 skybridge, the Director may require that additional reports be submitted by a date established by
22 the Director. The Permittee has the duty of inspecting and maintaining the pedestrian skybridge.
23 The responsibility to submit structural inspection reports periodically or as required by the

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

5 Section 17. **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 \$62,015.63, or as adjusted annually thereafter, for the privileges granted
9 by 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 18. **Compliance with other laws.** The Permittee shall construct, maintain, and
21 operate the pedestrian skybridge in compliance with all applicable federal, state, County, and
22 City laws and regulations. Without limitation, in all matters pertaining to the pedestrian
23 skybridge, the Permittee shall comply with the City’s laws prohibiting discrimination in

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

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

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

1 Section 21. **Public benefit mitigation.** The Permittee shall continue to maintain and
2 operate the public benefits stated in Ordinance 124985, Section 22, including:

- 3 1. Pedestrian lighting under the building canopy along 3rd Avenue, Pine Street, 4th
4 Avenue, and Stewart Street.
- 5 2. Permittee shall continue to activate use of the store front on the corner of 3rd
6 Avenue and Stewart Street, north of the loading dock.

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

9 Section 23. **Repeal of Section 9 of Ordinance 124985.** Section 9 of Ordinance 124985 is
10 repealed.

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 25th day of July, 2023,
5 and signed by me in open session in authentication of its passage this 25th day of
6 July, 2023.

7 

8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this 31st day of July, 2023.

10 

11 Bruce A. Harrell, Mayor

12 Filed by me this 31st day of July, 2023.

13 

14 Scheereen Dedman, City Clerk

15 (Seal)