



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119457

Record No.: CB 119457

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125774

In Control: City Clerk

File Created: 01/02/2019

Final Action: 02/22/2019

**Title:** AN ORDINANCE granting Seattle Children’s Research Institute permission to construct, install, and maintain one set of private communication conduits under and across Terry Avenue, south of Virginia Street and north of Stewart Street; and one set of private communication conduits under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

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	01/15/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	01/15/2019	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	01/17/2019	sent for review	Sustainability and Transportation Committee			
	<b>Action Text:</b>	The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee					
	<b>Notes:</b>						

Legislative Summary Continued (CB 119457)

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1	City Council	01/28/2019	referred	Sustainability and Transportation Committee	
1	Sustainability and Transportation Committee	02/05/2019	pass		Pass
	<b>Action Text:</b>	The Committee recommends that City Council pass the Council Bill (CB).			
		In Favor: 1 Chair O'Brien			
		Opposed: 0			
1	City Council	02/19/2019	passed		Pass
	<b>Action Text:</b>	The Council Bill (CB) was passed by the following vote, and the President signed the Bill:			
	<b>Notes:</b>				
		In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember Sawant			
		Opposed: 0			
1	City Clerk	02/22/2019	submitted for Mayor's signature	Mayor	
1	Mayor	02/22/2019	Signed		
1	Mayor	02/22/2019	returned	City Clerk	
1	City Clerk	02/22/2019	attested by City Clerk		
	<b>Action Text:</b>	The Ordinance (Ord) was attested by City Clerk.			
	<b>Notes:</b>				

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CITY OF SEATTLE

ORDINANCE 125774

COUNCIL BILL 119457

AN ORDINANCE granting Seattle Children's Research Institute permission to construct, install, and maintain one set of private communication conduits under and across Terry Avenue, south of Virginia Street and north of Stewart Street; and one set of private communication conduits under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, Seattle Children's Research Institute applied for permission to construct, install, and maintain one set of private communication conduits, under and across Terry Avenue, south of Virginia Street and north of Stewart Street, and one set of private communication conduits under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue, as part of the Seattle Children's Research Institute's projects located at 1900 9th Avenue, 1915 Terry Avenue, and 1920 Terry Avenue; and

WHEREAS, the communication conduits will connect the existing research laboratory at 1900 9th Avenue, the existing office building at 1915 Terry Avenue, and the proposed research laboratory at 1920 Terry Avenue for data transfer between all three buildings; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the communication conduits to legally occupy a below-grade portion of the public right-of-way; NOW, THEREFORE,

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

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of Seattle ("City") grants permission (also referred to in this ordinance as a permit) to Seattle

1 Children's Research Institute, and its successors and assigns as approved by the Director of the  
2 Seattle Department of Transportation ("Director") according to Section 14 of this ordinance (the  
3 party named above and each such approved successor and assign are referred to as "Permittee"),  
4 to construct, install, and maintain two sets of communication conduits (collectively referred to as  
5 the "communication conduits"). One set, located under and across Terry Avenue, south of  
6 Virginia Street and north of Stewart Street, consists of two 4-inch communication conduits. The  
7 other set, located under and across the alley between Virginia Street and Stewart Street, north of  
8 9th Avenue and south of Terry Avenue, consists of two 4-inch communication conduits. The  
9 communication conduits are adjacent in whole or in part to the properties legally described as:

10 **1920 Terry Avenue**

11 Lots 1 through 6, Block 41 of Second Addition to the Town of Seattle, as laid off  
12 by the heirs of Sarah A. Bell (deceased) (commonly known as the heirs of Sarah A. Bell's  
13 Second Addition to the City of Seattle), according to the plat recorded under volume 1 of  
14 plats at page 121, in King County, Washington.

15 **1915 Terry Avenue**

16 Lots 7 through 12, inclusive, Block 35, Second Addition to the Town of Seattle as  
17 laid off by the Heirs of Sarah A. Bell, deceased, commonly known as "The Heirs of  
18 Sarah A. Bell's 2nd Addition to the City of Seattle", according to the plat recorded in  
19 Volume 1 of Plats, Page 121, in King County, Washington.

20 Except therefrom that portion of said Lot 12 now within the right of way of  
21 Stewart Street.

22 **1900 9th Avenue**

23 Lots 1 through 3, Block 35, Second Addition to the Town of Seattle as laid off by  
24 the Heirs of Sarah A. Bell, deceased, commonly known as "The Heirs of Sarah A. Bell's  
25 2nd Addition to the City of Seattle", according to the plat recorded in Volume 1 of Plats,  
26 Page 121, in King County, Washington.

27 Except portion of lot 1 for street, as condemned under superior court cause  
28 number 58229, pursuant to City of Seattle Ordinance Number 14881.

29 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting  
30 on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year.

1 Upon written application made by the Permittee at least 180 days before expiration of the term,  
2 the Director or the City Council may renew the permit twice, each time for a successive ten-year  
3 term, subject to the right of the City to require the removal of the communication conduits or to  
4 revise by ordinance any of the terms and conditions of the permission granted by this ordinance.  
5 The total term of the permission, including renewals, shall not exceed 30 years. The Permittee  
6 shall submit any application for a new permission no later than 180 days prior to the expiration  
7 of the then-existing term.

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

14       Section 4. **Removal for public use or for cause.** The permission granted is subject to use  
15 of the street right-of-way or other public place (collectively, "public place") by the City and the  
16 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves  
17 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial  
18 term or any renewal term, and require the Permittee to remove the communication conduits, or  
19 any part thereof or installation on the public place, at the Permittee's sole cost and expense in the  
20 event that:

- 21       (a) The City Council determines by ordinance that the space occupied by the  
22 communication conduits is necessary for any public use or benefit or that the communication  
23 conduits interfere with any public use or benefit; or

1 (b) The Director determines that use of the communication conduits has been  
2 abandoned; or

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

7 A City Council determination that the space is needed for, or the communication conduits  
8 interfere with, a public use or benefit is conclusive and final without any right of the Permittee to  
9 resort to the courts to adjudicate the matter.

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

21 Failure to remove the communication conduits as required by this section is a violation of  
22 Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however,  
23 applicability of Chapter 15.90 does not eliminate any remedies available to the City under this

1 ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this  
2 section, the City may in its sole discretion remove the communication conduits and restore the  
3 public place at the Permittee's expense, and collect such expense in any manner provided by law.

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

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

20       Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and  
21 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the  
22 Director may order the communication conduits be removed at the Permittee's expense if the

1 Director deems that the communication conduits create a risk of injury to the public. If there is  
2 an immediate threat to the health or safety of the public, a notice to correct is not required.

3       Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the  
4 permission granted, or removal of the communication conduits, the Permittee shall remain bound  
5 by all of its obligations under this ordinance until the Director has issued a certification that the  
6 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance.  
7 Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by  
8 the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed  
9 under Section 17 of this ordinance.

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

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



1 (a) The existence, condition, construction, reconstruction, modification, maintenance,  
2 operation, use, or removal of the communication conduits;

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

5 (c) The Permittee failing or refusing to strictly comply with every provision of this  
6 ordinance; or arising out of or by reason of the communication conduits or this ordinance in any  
7 other way.

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

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

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

3 (a) Construction, reconstruction, modification, operation, maintenance, use,  
4 existence, or removal of the communication conduits, as well as restoration of any disturbed  
5 areas of the public place in connection with removal of the communication conduits;

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

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

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

16 Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General  
17 Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises  
18 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include "The City  
19 of Seattle, its officers, officials, employees and agents" as additional insureds for primary and  
20 non-contributory limits of liability subject to a Separation of Insureds clause.

21 Within 60 days after the effective date of this ordinance, the Permittee shall provide to  
22 the City, or cause to be provided, certification of insurance coverage including an actual copy of  
23 the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement

1 or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to  
2 SDOT at an address as the Director may specify in writing from time to time. The Permittee shall  
3 provide a certified complete copy of the insurance policy to the City promptly upon request.

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

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

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

1           **Section 12. Performance bond.** Within 60 days after the effective date of this ordinance,  
2 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond  
3 executed by a surety company authorized and qualified to do business in the State of Washington  
4 that is: in the amount of \$18,500, and conditioned with a requirement that the Permittee shall  
5 comply with every provision of this ordinance and with every order the Director issues under this  
6 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued  
7 a certification that the Permittee has fulfilled its removal and restoration obligations under  
8 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in  
9 consultation with the City Attorney's Office may be substituted for the bond. In the event that  
10 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall  
11 maintain in effect the bond or letter of credit required under this section until the Director has  
12 approved the assignment or transfer pursuant to Section 14 of this ordinance.

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

19           **Section 14. Consent for and conditions of assignment or transfer.** When the Property  
20 is transferred, the permission granted by this ordinance shall be assignable and transferable by  
21 operation of law pursuant to Section 20 of this ordinance. Prior to transfer, the successor owner  
22 of the Property shall accept in writing all of the terms and conditions of the permission granted  
23 by this ordinance and the new owner of the Property shall be conferred with the rights and

1 obligations of Permittee by this ordinance. Other than a transfer to a new owner of the Property,  
2 Permittee shall not transfer, assign, mortgage, pledge, or encumber the same without the  
3 Director's consent, which the Director shall not unreasonably refuse. The Director may approve  
4 assignment or transfer of the permission granted by this ordinance to a successor entity only if  
5 the successor or assignee has accepted in writing all of the terms and conditions of the  
6 permission granted by this ordinance; has provided, at the time of the acceptance, the bond and  
7 certification of insurance coverage required under this ordinance; and has paid any fees due  
8 under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an  
9 assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance  
10 shall be conferred on the successors and assigns. Any person or entity seeking approval for an  
11 assignment or transfer of the permission granted by this ordinance shall provide the Director with  
12 a description of the current and anticipated use of the communication conduits.

13       Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or  
14 successor provision, pay the City the amounts charged by the City to inspect the communication  
15 conduits during construction, reconstruction, repair, annual safety inspections, and at other times  
16 deemed necessary by the City. An inspection or approval of the communication conduits by the  
17 City shall not be construed as a representation, warranty, or assurance to the Permittee or any other  
18 person as to the safety, soundness, or condition of the communication conduits. Any failure by the  
19 City to require correction of any defect or condition shall not in any way limit the responsibility or  
20 liability of the Permittee.

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

- 23       (a) Describes the physical dimensions and condition of all load-bearing elements;

- 1 (b) Describes any damages or possible repairs to any element of the communication
- 2 conduits;
- 3 (c) Prioritizes all repairs and establishes a timeframe for making repairs; and
- 4 (d) Is stamped by a professional structural engineer licensed in the State of
- 5 Washington.

6 In the event of a natural disaster or other event that may have damaged the  
7 communication conduits, the Director may require that additional reports be submitted by a date  
8 established by the Director. The Permittee has the duty of inspecting and maintaining the  
9 communication conduits. The responsibility to submit structural inspection reports periodically  
10 or as required by the Director does not waive or alter any of the Permittee's other obligations  
11 under this ordinance. The receipt of any reports by the Director shall not create any duties on the  
12 part of the Director. Any failure by the Director to require a report, or to require action after  
13 receipt of any report, shall not waive or limit the obligations of the Permittee.

14 Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually  
15 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the  
16 Director, an annual fee of \$2,841.60, or as adjusted annually thereafter, for the privileges granted  
17 by this ordinance.

18 Adjustments to the annual fee shall be made in accordance with a term permit fee  
19 schedule adopted by the City Council and may be made every year. In the absence of a schedule,  
20 the Director may only increase or decrease the previous year's fee to reflect any inflationary  
21 changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by  
22 adjusting the previous year's fee by the percentage change between the two most recent year-end  
23 values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All

1 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the  
2 City Finance Director for credit to the Transportation Fund.

3       **Section 18. Compliance with other laws.** Permittee shall construct, maintain, and  
4 operate the communication conduits in compliance with all applicable federal, state, County and  
5 City laws and regulations. Without limitation, in all matters pertaining to the communication  
6 conduits, the Permittee shall comply with the City's laws prohibiting discrimination in  
7 employment and contracting including Seattle's Fair Employment Practices Ordinance, Chapter  
8 14.04, and Fair Contracting Practices code, Chapter 14.10 (or successor provisions).

9       **Section 19. Acceptance of terms and conditions.** The Permittee shall deliver to the  
10 Director its written signed acceptance of the terms of this ordinance within 60 days after the  
11 effective date of this ordinance. The Director shall file the written acceptance with the City  
12 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by  
13 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed  
14 and forfeited. The Permittee shall not commence construction of the communication conduits  
15 prior to the Permittee delivering its written signed acceptance of the terms of this ordinance and  
16 providing the bond and certification of insurance coverage required by this ordinance as well as  
17 the covenant agreement required by Section 20 of this ordinance.

18       **Section 20. Obligations run with the Property.** The obligations and conditions imposed  
19 on the Permittee by and through this ordinance are covenants that run with the land and bind  
20 subsequent owners of the property adjacent to the communication conduits and legally described  
21 in Section 1 of this ordinance ("Property"), regardless of whether the Director has approved  
22 assignment or transfer of the permission granted herein to such subsequent owner(s). At the  
23 request of the Director, Permittee shall provide to the Director a current title report showing the

1 identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee  
2 shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in  
3 the Property, deliver to the Director upon a form to be supplied by the Director a covenant  
4 agreement imposing the obligations and conditions set forth in this ordinance, signed and  
5 acknowledged by the Permittee and any other owner(s) of the Property and recorded with the  
6 King County Recorder's Office. The Director shall file the recorded covenant agreement with the  
7 City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At  
8 the request of the Director, Permittee shall cause encumbrances on the Property to be  
9 subordinated to the covenant agreement.

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



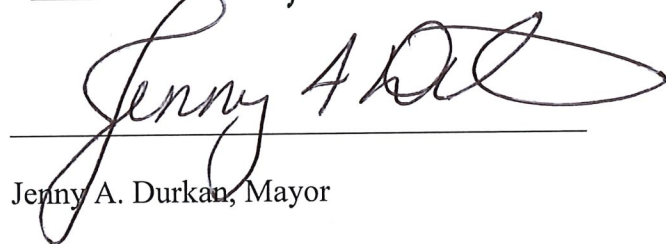
1 Section 22. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 19<sup>th</sup> day of February, 2019,  
5 and signed by me in open session in authentication of its passage this 19<sup>th</sup> day of  
6 February, 2019.

7   
\_\_\_\_\_

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

9 Approved by me this 22<sup>nd</sup> day of February, 2019.

10   
\_\_\_\_\_

11 Jenny A. Durkan, Mayor

12 Filed by me this 22<sup>nd</sup> day of February, 2019.

13   
\_\_\_\_\_

14 Monica Martinez Simmons, City Clerk

15 (Seal)