



# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119204

Record No.: CB 119204

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125539

In Control: City Clerk

File Created: 01/02/2018

Final Action: 03/16/2018

**Title:** AN ORDINANCE granting City Investors XXV LLC permission to construct, install, and maintain two sets of private communication conduits under and across 8th Avenue North, south of Harrison Street and north of Thomas Street, 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	02/06/2018	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	02/06/2018	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	02/09/2018	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 119204)**

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- 1 Full Council 03/05/2018 referred Sustainability and Transportation Committee  
**Action Text:** The Council Bill (CB) was referred. to the Sustainability and Transportation Committee  
**Notes:**
- 1 Sustainability and Transportation Committee 03/06/2018 pass Pass  
**Action Text:** The Committee recommends that Full Council pass the Council Bill (CB).  
In Favor: 2 Chair O'Brien, Vice Chair Johnson  
Opposed: 0
- 1 Full Council 03/12/2018 passed Pass  
**Action Text:** The Council Bill (CB) was passed by the following vote, and the President signed the Bill:  
**Notes:**  
In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember O'Brien, Councilmember Sawant  
Opposed: 0
- 1 City Clerk 03/13/2018 submitted for Mayor's signature Mayor  
**Action Text:** The Council Bill (CB) was submitted for Mayor's signature. to the Mayor  
**Notes:**
- 1 City Clerk 03/13/2018 submitted for Mayor's signature Mayor
- 1 Mayor 03/16/2018 Signed
- 1 Mayor 03/16/2018 returned City Clerk
- 1 City Clerk 03/16/2018 attested by City Clerk  
**Action Text:** The Ordinance (Ord) was attested by City Clerk.  
**Notes:**
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**CITY OF SEATTLE**

**ORDINANCE** 125539  
**COUNCIL BILL** 119204

AN ORDINANCE granting City Investors XXV LLC permission to construct, install, and maintain two sets of private communication conduits under and across 8th Avenue North, south of Harrison Street and north of Thomas Street, 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, City Investors XXV LLC applied for permission to construct, install, and maintain two sets of private communication conduits under and across 8th Avenue North, south of Harrison Street and north of Thomas Street, at 300 8th Avenue (Seattle Department of Construction and Inspections Master Use Permit 6355538) and 333 8th Avenue North (Seattle Department of Construction and Inspections Master Use Permit 6535591); and

WHEREAS, City Council granted conceptual approval to City Investors XXV LLC under Resolution No. 31767; and

WHEREAS, the communication conduits connect to two buildings owned by City Investors XXV LLC; 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 City Investors XXV LLC, and its successors and assigns as approved by the Director of the Seattle Department of Transportation (“Director”) according to Section 14 of this ordinance (the party

1 named above and each such approved successor and assign are referred to as “Permittee”), to  
2 construct, install, and maintain two sets of PVC communication conduits (collectively referred to  
3 as the “communication conduits”). Each set consists of two 4" communication conduits. The  
4 communication conduits shall be located under and across 8th Avenue North, south of Harrison  
5 Street and north of Thomas Street, adjacent in whole or in part to the properties legally described  
6 as:

7 300 8th Avenue North

8 LOTS 7, 8, 9, 10, 11 AND 12 IN BLOCK 86 OF D.T. DENNY’S PARK ADDITION TO  
9 NORTH SEATTLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE  
10 46, RECORDS OF KING COUNTY. SITUATE IN THE CITY OF SEATTLE,  
11 COUNTY OF KING, STATE OF WASHINGTON.

12 333 8th Avenue North

13 PARCEL A:

14 LOTS 1, 2, 3, 4, 5, AND THE EAST 83 FEET OF LOT 6, BLOCK 81, D.T. DENNY’S  
15 PARK ADDITION TO NORTH SEATTLE, ACCORDING TO THE PLAT THEREOF,  
16 RECORDED IN VOLUME 2 OF PLATS, PAGE 45, IN KING COUNTY  
17 WASHINGTON;

18 EXCEPT THE SOUTH 10 FEET OF THE WEST 37 FEET OF SAID LOT 5.

19 PARCEL B:

20 THE SOUTH 10 FEET OF THE WEST 37 FEET OF LOT 5, AND THE WEST 37  
21 FEET OF LOT 6 IN BLOCK 81 OF D.T. DENNY’S PARK, AS PER PLAT  
22 RECORDED IN VOLUME 2 OF PLATS, PAGE 46, RECORDS OF KING COUNTY,  
23 WASHINGTON.

24 Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting  
25 on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year.  
26 Upon written application made by the Permittee at least 180 days before expiration of the term,  
27 the Director or the City Council may renew the permit twice, each time for a successive ten-year  
28 term, subject to the right of the City to require the removal of the communication conduits or to  
29 revise by ordinance any of the terms and conditions of the permission granted by this ordinance.

1 The total term of the permission, including renewals, shall not exceed 30 years. The Permittee  
2 shall submit any application for a new permission no later than 180 days prior to the expiration  
3 of the then-existing term.

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

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

17       (a) the City Council determines by ordinance that the space occupied by the  
18 communication conduits is necessary for any public use or benefit or that the communication  
19 conduits interfere with any public use or benefit; or

20       (b) the Director determines that use of the communication conduits has been  
21 abandoned; or

22       (c) the Director determines that any term or condition of this ordinance has been  
23 violated, and the violation has not been corrected by the Permittee by the compliance date after a

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

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

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

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

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

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

17           Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and  
18 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the  
19 Director may order the communication conduits be removed at the Permittee's expense if the  
20 Director deems that the communication conduits create a risk of injury to the public. If there is  
21 an immediate threat to the health or safety of the public, a notice to correct is not required.

22           Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the  
23 permission granted, or removal of the communication conduits, the Permittee shall remain bound

1 by all of its obligations under this ordinance until the Director has issued a certification that the  
2 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance.  
3 Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by  
4 the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed  
5 under Section 17 of this ordinance.

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

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

19           (a) the existence, condition, construction, reconstruction, modification, maintenance,  
20 operation, use, or removal of the communication conduits;

21           (b) anything that has been done or may at any time be done by the Permittee by  
22 reason of this ordinance; or



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

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

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

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

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

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

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

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

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

22 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager  
23 may be submitted in lieu of the insurance coverage certification required by this ordinance, if

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

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

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

19 Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,  
20 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond  
21 executed by a surety company authorized and qualified to do business in the State of Washington  
22 that is: in the amount of \$40,000, and conditioned with a requirement that the Permittee shall  
23 comply with every provision of this ordinance and with every order the Director issues under this

1 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued  
2 a certification that the Permittee has fulfilled its removal and restoration obligations under  
3 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in  
4 consultation with the City Attorney's Office may be substituted for the bond. In the event that  
5 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall  
6 maintain in effect the bond or letter of credit required under this section until the Director has  
7 approved the assignment or transfer pursuant to Section 14 of this ordinance.

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

14       Section 14. **Consent for and conditions of assignment or transfer.** When the Property  
15 is transferred, the permission granted by this ordinance shall be assignable and transferable by  
16 operation of law pursuant to Section 20 of this ordinance. Prior to transfer, the successor owner  
17 of the Property shall accept in writing all of the terms and conditions of the permission granted  
18 by this ordinance and the new owner of the Property shall be conferred with the rights and  
19 obligations of Permittee by this ordinance. Other than a transfer to a new owner of the Property,  
20 Permittee shall not transfer, assign, mortgage, pledge or encumber the same without the  
21 Director's consent, which the Director shall not unreasonably refuse. The Director may approve  
22 assignment or transfer of the permission granted by this ordinance to a successor entity only if  
23 the successor or assignee has accepted in writing all of the terms and conditions of the

1 permission granted by this ordinance; has provided, at the time of the acceptance, the bond and  
2 certification of insurance coverage required under this ordinance; and has paid any fees due  
3 under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an  
4 assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance  
5 shall be conferred on the successors and assigns. Any person or entity seeking approval for an  
6 assignment or transfer of the permission granted by this ordinance shall provide the Director with  
7 a description of the current and anticipated use of the communication conduits.

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

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

- 18       (a) describes the physical dimensions and condition of all load-bearing elements;  
19       (b) describes any damages or possible repairs to any element of the communication  
20 conduits;  
21       (c) prioritizes all repairs and establishes a timeframe for making repairs; and  
22       (d) is stamped by a professional structural engineer licensed in the State of  
23 Washington.

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

9           Section 17. **Annual fee.** Beginning on the effective date of this ordinance, and annually  
10 thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the  
11 Director, an annual fee of \$2,613.60, or as adjusted annually thereafter, for the privileges granted  
12 by this ordinance.

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

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

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

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

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

1 King County Recorder's Office. The Director shall file the recorded covenant agreement with the  
2 City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At  
3 the request of the Director, Permittee shall cause encumbrances on the Property to be  
4 subordinated to the covenant agreement.

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



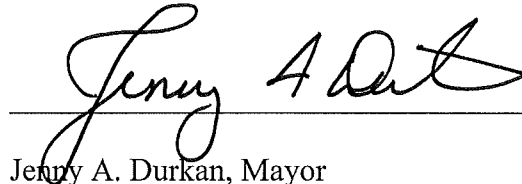
1 Section 22. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 12<sup>th</sup> day of March, 2018,  
5 and signed by me in open session in authentication of its passage this 12<sup>th</sup> day of  
6 March, 2018.


7 

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

9 Approved by me this 16<sup>th</sup> day of March, 2018.

10   
11 Jenny A. Durkan, Mayor

12 Filed by me this 16<sup>th</sup> day of MARCH, 2018.

13   
14 Monica Martinez Simmons, City Clerk

15 (Seal)