

**CITY OF SEATTLE**  
**ORDINANCE** 126413  
COUNCIL BILL 120133

AN ORDINANCE granting Swedish Health Services permission to construct, maintain, and operate a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street, for a 15-year term, renewable for one successive 15-year term; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, Swedish Health Services applied for permission to construct a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street in the First Hill neighborhood (“pedestrian tunnel”); and

WHEREAS, the purpose of the pedestrian tunnel is to provide a connection for staff and visitors from the new building located on the block bounded by Columbia Street, Minor Avenue, Cherry Street, and Boren Avenue (“Block 95”) to the Northwest Tower and main hospital for the transport of supplies, food, and waste; and

WHEREAS, the obligations of the ordinance remain in effect after the ordinance term expires until the encroachment is removed, or Swedish Health Services 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, the Seattle City Council adopted Resolution 31700 and conceptually approved the pedestrian tunnel, and Swedish Health Services has met the obligations described in this resolution; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the pedestrian tunnel to legally occupy a portion of the public right-of-way, and the adopted ordinance is considered to be the permit; 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 Swedish Health Services, 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 named above and each such approved successor and assign is referred to as the “Permittee”), to construct, maintain, and operate a pedestrian tunnel under and across Minor Avenue, south of Columbia Street and north of Cherry Street (collectively referred to as “pedestrian tunnel”), adjacent in whole or in part to the property legally described as:

PARCEL 12

LOTS 1 THROUGH 5, INCLUSIVE, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL 13

LOTS 6 AND 7, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON.

PARCEL 14

LOT 8, BLOCK 95, TERRY'S SECOND ADDITION TO THE TOWN OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON.

TOGETHER WITH:

BLOCK 95, TERRY'S SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 87, RECORDS OF KING COUNTY, WASHINGTON; CONTAINING AN AREA OF 3,841 SQUARE FEET OR .0882 ACRES, MORE OR LESS; SITUATE IN THE CITY OF SEATTLE, KING COUNTY, WASHINGTON.

PARCEL 1

LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 120, A.A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON.

1 TOGETHER WITH VACATED ALLEY IN SAID BLOCK 120, AS DESCRIBED AND  
2 VACATED UNDER ORDINANCE NUMBER 53208 IN THE CITY OF SEATTLE;

3  
4 AND TOGETHER WITH THE SOUTHWESTERLY HALF OF VACATED SUMMIT  
5 AVE ADJACENT TO SAID BLOCK, LYING SOUTHEASTERLY OF THE SOUTHEAST  
6 LINE OF COLUMBIA STREET, AS DESCRIBED AND VACATED UNDER ORDINANCE  
7 NUMBER 89570 OF THE CITY OF SEATTLE;

8  
9 AND THAT PORTION OF COLUMBIA STREET AND OF SUMMIT AVENUE AS  
10 VACATED UNDER ORDINANCE NUMBER 101585 OF THE CITY OF SEATTLE, AND  
11 DESCRIBED AS FOLLOWS:

12  
13 BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 8, BLOCK 131, A.A.  
14 DENNY'S BROADWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED  
15 IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON; THENCE  
16 SOUTH 59°22'43" WEST ALONG THE NORTHWESTERLY LINE OF COLUMBIA  
17 STREET TO THE MOST SOUTHERLY CORNER OF LOT 8, BLOCK 120, SAID  
18 ADDITION; THENCE SOUTH 30°35'29" EAST ALONG THE PRODUCTION OF THE  
19 SOUTHWESTERLY LINE OF SAID LOT, 66 FEET TO THE MOST WESTERLY CORNER  
20 OF BLOCK 101, TERRY'S SECOND ADDITION, ACCORDING TO THE PLAT THEREOF  
21 RECORDED IN VOLUME 1 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON;  
22 THENCE NORTH 59°22'43" EAST ALONG THE NORTHWESTERLY LINE OF SAID  
23 BLOCK TO THE MOST NORTHERLY CORNER THEREOF, THENCE NORTH 30°37'02"  
24 WEST ALONG THE PRODUCTION OF THE NORTHEASTERLY LINE OF SAID BLOCK  
25 0.012 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, NORTHERLY,  
26 AND NORTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 66  
27 FEET, A DISTANCE OF 103.66 FEET TO A POINT OF TANGENCY ON THE  
28 NORTHWESTERLY LINE OF COLUMBIA STREET, SAID POINT BEING THE  
29 BEGINNING;

30  
31 LOTS 1, 2, 3, AND 4, BLOCK 101, TERRY'S SECOND ADDITION TO THE TOWN  
32 OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF  
33 PLATS, PAGE 87, IN KING COUNTY, WASHINGTON;

34  
35 TOGETHER WITH VACATED ALLEY LYING BETWEEN SAID LOTS IN BLOCK  
36 101, AS DESCRIBED AND VACATED UNDER ORDINANCE NUMBER 5956 OF THE  
37 CITY OF SEATTLE;

38  
39 EXCEPT THAT PORTION OF SAID LOTS 3 AND 4 AND VACATED ALLEY  
40 CONVEYED TO THE CITY OF SEATTLE BY DEED RECORDED UNDER RECORDING  
41 NUMBER 7211170618;

42  
43 TOGETHER WITH THE NORTHWESTERLY HALF OF VACATED PUBLIC  
44 WALKWAY IN SAID BLOCK 101, AS DESCRIBED AND VACATED UNDER  
45 ORDINANCE NUMBER 110712 OF THE CITY OF SEATTLE.  
46

1           Section 2. **Term.** The permission granted to the Permittee is for a term of 15 years  
2 starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the  
3 fifteenth year. Upon written application made by the Permittee at least one year before expiration  
4 of the term, the Director or the City Council may renew the permit once, for a successive 15-year  
5 term, subject to the right of the City to require the removal of the pedestrian tunnel or to revise  
6 by ordinance any of the terms and conditions of the permission granted by this ordinance. The  
7 total term of the permission, including renewals, shall not exceed 30 years. The Permittee shall  
8 submit any application for a new permit no later than one year prior to the expiration of the then-  
9 existing term.

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

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

1           A. The City Council determines by ordinance that the space occupied by the pedestrian  
2 tunnel is necessary for any public use or benefit or that the pedestrian tunnel interferes with any  
3 public use or benefit; or

4           B. The Director determines that use of the pedestrian tunnel has been abandoned; or

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

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

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

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

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

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

22 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and  
23 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the

1 Director may order the pedestrian tunnel be closed or removed at the Permittee’s expense if the  
2 Director deems that the pedestrian tunnel has become unsafe or creates a risk of injury to the  
3 public. If there is an immediate threat to the health or safety of the public, a notice to correct is  
4 not required.

5       Section 8. **Continuing obligations.** Notwithstanding the termination or expiration of the  
6 permission granted, or closure or removal of the pedestrian tunnel, the Permittee shall remain  
7 bound by all of its obligations under this ordinance until the Director has issued a certification  
8 that the Permittee has fulfilled its removal and restoration obligations under Section 5 of this  
9 ordinance, or the Seattle City Council passes a new ordinance to renew the permission granted  
10 and/or establish a new term. Notwithstanding the issuance of that certification, the Permittee  
11 shall continue to be bound by the obligations in Section 9 of this ordinance and shall remain  
12 liable for any unpaid fees assessed under Sections 15 and 17 of this ordinance.

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

19       The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its  
20 officials, officers, employees, and agents from and against all claims, actions, suits, liability,  
21 loss, costs, expense, attorneys’ fees, or damages of every kind and description, excepting only  
22 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,  
23 or be suffered by any person or property including, without limitation, damage, death or injury to

1 members of the public or to the Permittee's officers, agents, employees, contractors, invitees,  
2 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

3           A. The existence, condition, construction, reconstruction, modification, maintenance,  
4 operation, use, or removal of the pedestrian tunnel, or any portion thereof, or the use, occupation,  
5 or restoration of the public place or any portion thereof by the Permittee or any other person or  
6 entity;

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

9           C. The Permittee failing or refusing to strictly comply with every provision of this  
10 ordinance; or arising out of or by reason of the pedestrian tunnel or this ordinance in any other  
11 way.

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



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

7           A. Construction, reconstruction, modification, operation, maintenance, use, existence, or  
8 removal of the pedestrian tunnel, or any portion thereof, as well as restoration of any disturbed  
9 areas of the public place in connection with removal of the pedestrian tunnel;

10           B. The Permittee’s activity upon or the use or occupation of the public place described in  
11 Section 1 of this ordinance; and

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

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

20           Minimum limits of liability shall be \$5,000,000 per Occurrence; \$10,000,000 General  
21 Aggregate; \$5,000,000 Products/Completed Operations Aggregate, including Premises  
22 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include the “City

1 of Seattle, its officers, officials, employees and agents” as additional insureds for primary and  
2 non-contributory limits of liability subject to a Separation of Insureds clause.

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

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

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

22           Section 11. **Contractor insurance.** The Permittee shall contractually require that any and  
23 all of its contractors performing work on any premises contemplated by this permit name the

1 “City of Seattle, its officers, officials, employees and agents” as additional insureds for primary  
2 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance  
3 and/or self-insurance. The Permittee shall also include in all contract documents with its  
4 contractors a third-party beneficiary provision extending to the City construction indemnities and  
5 warranties granted to the Permittee.

6       Section 12. **Performance bond.** Within 60 days after the effective date of this ordinance,  
7 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond  
8 executed by a surety company authorized and qualified to do business in the State of  
9 Washington, in the amount of \$200,000 and conditioned with a requirement that the Permittee  
10 shall comply with every provision of this ordinance and with every order the Director issues  
11 under this ordinance. The Permittee shall ensure that the bond remains in effect until the Director  
12 has issued a certification that the Permittee has fulfilled its removal and restoration obligations  
13 under Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in  
14 consultation with the City Attorney’s Office may be substituted for the bond. If the Permittee  
15 assigns or transfers the permission granted by this ordinance, the Permittee shall maintain in  
16 effect the bond or letter of credit required under this section until the Director has approved the  
17 assignment or transfer pursuant to Section 14 of this ordinance.

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

1           Section 14. **Consent for and conditions of assignment or transfer.** When the Property  
2 is transferred, the permission granted by this ordinance shall be assignable and transferable by  
3 operation of law pursuant to Section 20 of this ordinance. Continued occupation of the right-of-  
4 way constitutes the Permittee’s acceptance of the terms of this ordinance, and the new owner  
5 shall be conferred with the rights and obligations of the Permittee by this ordinance. Other than a  
6 transfer to a new owner of the Property, the Permittee shall not transfer, assign, mortgage, pledge  
7 or encumber the same without the Director’s consent, which the Director shall not unreasonably  
8 refuse. The Director may approve assignment or transfer of the permission granted by this  
9 ordinance to a successor entity only if the successor or assignee has provided, at the time of the  
10 assignment or transfer, the bond and certification of insurance coverage required under this  
11 ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon  
12 the Director’s approval of an assignment or transfer, the rights and obligations conferred on the  
13 Permittee by this ordinance shall be conferred on the successors and assigns. Any person or  
14 entity seeking approval for an assignment or transfer of the permission granted by this ordinance  
15 shall provide the Director with a description of the current and anticipated use of the Pedestrian  
16 tunnel.

17           Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or  
18 successor provision, pay the City the amounts charged by the City to inspect the pedestrian  
19 tunnel during construction, reconstruction, repair, annual safety inspections, and at other times  
20 deemed necessary by the City. An inspection or approval of the pedestrian tunnel by the City  
21 shall not be construed as a representation, warranty, or assurance to the Permittee or any other  
22 person as to the safety, soundness, or condition of the pedestrian tunnel. Any failure by the City

1 to require correction of any defect or condition shall not in any way limit the responsibility or  
2 liability of the Permittee.

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

- 5           A. Describes the physical dimensions and condition of all load-bearing elements;
- 6           B. Describes any damages or possible repairs to any element of the pedestrian tunnel;
- 7           C. Prioritizes all repairs and establishes a timeframe for making repairs; and
- 8           D. Is stamped by a professional structural engineer licensed in the State of Washington.

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

19           Section 17. **Annual fee.** Beginning on the effective date of this ordinance the Permittee  
20 shall pay an Issuance Fee, and annually thereafter, the Permittee shall promptly pay to the City,  
21 upon statements or invoices issued by the Director, an Annual Renewal Fee, and an Annual Use  
22 and Occupation fee of \$23,550.34, or as adjusted annually thereafter, for the privileges granted  
23 by this ordinance.

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

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

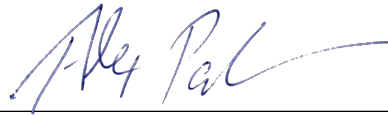
17           Section 19. **Acceptance of terms and conditions.** The Permittee shall not commence  
18 construction of the pedestrian tunnel before providing evidence of insurance coverage required  
19 by Section 10 of this ordinance, the bond as required by Section 12 of this ordinance, and the  
20 covenant agreement required by Section 20 of this ordinance. Obtaining building permits from  
21 the Seattle Department of Construction and Inspections, or other applicable City-issued permits,  
22 constitutes the Permittee's acceptance of the terms of this ordinance.

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

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

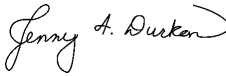
1 Section 22. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 9th day of August, 2021,  
5 and signed by me in open session in authentication of its passage this 9th day of  
6 August, 2021.

7 

8 President Pro Tem of the City Council

9  Approved  returned unsigned  vetoed this 12th day of August, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 12th day of August, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)