

Ordinance No. 110625

AN ORDINANCE granting to the Port of Seattle permission to use and maintain a portion of 11th Avenue Southwest at Southwest Florida Street for a ten-(10)-year period renewable for two successive ten-year periods.

Pass (1-0) 5-26-82

COMPTROLLER
FILE NUMBER

Council Bill No. 103067

INTRODUCED: MAY 17 1982	BY: EXECUTIVE REQUEST
REFERRED: MAY 17 1982	TO: <i>Transp.</i>
REFERRED:	
REFERRED:	
REPORTED: JUN 1 1982	SECOND READING: JUN 1 1982
THIRD READING: JUN 1 1982	SIGNED: JUN 1 1982
PRESENTED TO MAYOR: JUN 2 1982	APPROVED: JUN 10 1982
SENT TO CITY CLERK: JUN 10 1982	PUBLISHED:
VETOED BY MAYOR:	VETO PUBLISHED:
PASSED OVER VETO:	VETO SUSTAINED:



CSS 8.1.97

CSS 20.14

The City of Seattle--Legislative Department

MR. PRESIDENT:

Your Committee on

to which was referred
C.B. 103067

Date Reported
and Adopted

JUN 1 1982

Granting to the Port of Seattle permission to use and maintain a portion of 11th Avenue Southwest at Southwest Florida Street for a ten-(10)-year period renewable for two successive ten-year periods.

recommend that the same do pass.

[Handwritten signature]

Chairman

Chairman

Committee

Committee

Ordinance No. 110625

AN ORDINANCE granting to the Port of Seattle permission to use and maintain a portion of 11th Avenue Southwest at Southwest Florida Street for a ten-(10)-year period renewable for two successive ten-year periods.

PASS (1-07) 5-26-82

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Granting to the Port of Seattle permission to use and maintain a portion of 11th Avenue Southwest at Southwest Florida Street for a ten-(10)-year period renewable for two successive ten-year periods.

comments that the same do pass.

Chairman

Chairman

Committee

Committee

ORDINANCE 110625

1
2
3 AN ORDINANCE granting to the Port of Seattle permission to use and maintain a
4 portion of 11th Avenue Southwest at Southwest Florida Street for a ten-(10)-year
5 period renewable for two successive ten-year periods.

6 WHEREAS, the West Seattle Freeway Bridge Interlocal Agreement between the City of
7 Seattle and the Port of Seattle provided for and specified conditions for the
8 exchange of certain property interests in the vicinity of the West Seattle Bridge;
9 Now, Therefore,

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

11 Section 1. Subject to the terms and conditions of this ordinance and the West
12 Seattle Freeway Bridge Interlocal Agreement, permission is hereby granted to the Port
13 of Seattle, its successors and assigns (called the Permittee) to use and maintain a
14 portion of 11th Avenue Southwest at Southwest Florida Street described as follows:

15 Beginning at the southeast corner of Lot 17, Block "A", Frink's Waterfront
16 Addition, as recorded in Volume 12 of Plats, page 89, Records of King
17 County, Washington; thence north $90^{\circ}00'00''$ east along a line drawn east at
18 right angles to the east line of 11th Avenue Southwest, 79.83 feet to a line
19 170 feet west of and parallel with said east line of 11th Avenue Southwest;
20 thence south $0^{\circ}00'00''$ east along said parallel line, 320 feet; thence north
21 $90^{\circ}00'00''$ east to the center line of 11th Avenue Southwest, distant 125 feet
22 west of and parallel with the east line of said avenue; thence south $0^{\circ}00'00''$
23 east along said center line, 408.7 feet to a point on a line, 137.66 feet north
24 of and parallel with a line drawn west at right angles to the east line of 11th
25 Avenue Southwest from the intersection of said east line and the
26 southeasterly line of the northwesterly 30 feet of Lot 6, Block 395, Seattle
27 Tide Lands; thence north $45^{\circ}18'10''$ west, 26.79 feet; thence north $0^{\circ}08'45''$
28 west, 127.55 feet to a point of curvature; thence northwesterly along a
curve to the left, having a radius of 421.28 feet, a distance of 197.20 feet;
thence north $0^{\circ}01'45''$ east, 259.27 feet to a point on a curve, the center of
which bears south $64^{\circ}54'38''$ west; thence northwesterly and westerly along
said curve to the left, having a radius of 92.92 feet, a distance of 80.62 feet;
thence north $0^{\circ}00'00''$ west, 92.82 feet to the beginning;

Section 2. The permission granted to the Permittee shall be for a period of
ten (10) years, commencing thirty (30) days after approval of the Mayor and terminating
at 11:59 P. M. on the last day of the tenth year; provided upon application of the
Permittee, the City Council may by resolution extend the initial period for two
successive ten-year periods up to a maximum of thirty (30) years from the effective
date of this ordinance; and any such resolution may revise any of the terms and
conditions of this ordinance. The foregoing grant of permission is contingent upon its
prompt acceptance by the Permittee as provided in Section 9 of this ordinance. In the
event that:

- 1 a. the permission extends to its termination; or
- 2 b. the City of Seattle (called "The City") requires Permittee to vacate the area pursuant to provisions of this ordinance; or
- 3 c. the Board of Public Works or a successor body or official of City government (called "The Board") determines that conditions of this ordinance have been
- 4 violated;

5 then within ninety (90) days after such expiration, termination or determination of the
6 Board or prior to the date stated in an Order to Vacate, as the case may be, the
7 Permittee shall vacate the area and shall place all portions of 11th Avenue Southwest
8 that may have been disturbed in as good condition for public use as they were prior to
9 use by the Permittee. Whereupon, the Board of Public Works shall issue a certificate
10 discharging Permittee from responsibilities under this ordinance for occurrences after
11 the date of such discharge.

12 Section 3. The Permittee shall, at its own cost and expense, maintain the area
13 in such a manner so as to at all times protect the public and shall make necessary
14 repairs whenever determined by the Board that the area has become deteriorated or
15 unsafe.

16 Section 4. Notwithstanding termination or expiration of the permission granted
17 herein, the Permittee shall remain bound by its obligations under this ordinance until:

- 18 a. all equipment and property of the Permittee are removed from 11th Avenue Southwest; or
- 19 b. the area is cleared and restored in a manner and condition satisfactory to the Board; or
- 20 c. the Board certifies that the Permittee has discharged its obligations herein.

21 Provided that upon prior notice to the Permittee and entry of written findings that such
22 is in the public interest, the Board may, at its sole discretion, excuse the Permittee,
23 conditionally or absolutely, from compliance with all or any of Permittee's obligations
24 to remove its property and restore areas disturbed.

25 Section 5. The City expressly reserves the right to at all times as may be
26 necessary to maintain, operate, repair, construct, reconstruct and install existing or
27 Proposed public or private utilities. Access shall be provided to Water Department
28 valves and meters, Engineering Department sewer manholes, and all other utility
facilities within the area described in Section 1.

1 Section 6. This permit is subject to the primary use by the City of the street,
2 and the City expressly reserves the right to require the Permittee to vacate the area at
3 Permittee's sole cost and expense when use of the area occupied is needed or required
4 for any primary or secondary use of the street by the City or if such use interferes with
5 any primary or secondary use. A determination by the City Council, by ordinance, that
6 such area is required for a primary or secondary use shall be conclusive and final.

7 Section 7. The area shall remain the exclusive responsibility of the Permittee.
8 Permittee releases the City from any and all claims resulting in damage or loss to its
9 own property. The Permittee, by its acceptance of this ordinance and the permission
10 hereby granted, does covenant and agree for itself, its successors and assigns, with The
11 City of Seattle to at all times protect and save harmless The City of Seattle from all
12 claims, actions, suits, liability, loss, costs, expense or damages of any kind and
13 description (excepting only such damages that may result from the sole negligence of
14 the City), which may accrue to, or be suffered by, any person or persons, including
15 without limitation, damage or injury to the Permittee, its officers, agents, employees,
16 contractors, invitees, tenants and tenants' invitees, licensees or their successors and
17 assigns, by reason of the maintenance, operation or use of said 11th Avenue Southwest
18 or the improper occupation or use of City street or any portion thereof, or by reason of
19 anything that has been done, or may at any time be done, by the Permittee, its
20 successors or assigns, failing or refusing to strictly comply with each and every
21 provision of this ordinance; and if any such suit, action or claim shall be filed, instituted
22 or begun against The City, the Permittee, its successors or assigns, shall, upon notice
23 thereof from the City, defend the same at its or their sole cost and expense, and in case
24 judgment shall be rendered against The City in any suit or action, the Permittee, its
25 successors or assigns shall fully satisfy said judgment within ninety (90) days after such
26 action or suit shall have been finally determined, if determined adversely to The City.

27 Section 8. For as long as the Permittee, its successors and assigns, shall
28 exercise any permissions granted by this ordinance and until all property is entirely
removed from its location as described in Section 1 or until discharged by order of the
Board of Public Works as provided in Section 2 of this ordinance, it shall at its own
expense maintain with the Director of Engineering and keep on file with the City Clerk,

1 general comprehensive policies of public liability insurance, which policies must be
2 approved by the City Attorney as to form and coverage and which policies must fully
3 protect the City from any and all claims and risks in connection with (a) the
4 maintenance or use of 11th Avenue Southwest permitted by this ordinance and of any
5 and all portions thereof; (b), Permittee's activity upon or use of occupation of the areas
6 described in Section 1 of this ordinance; as well as (c) any and all claims and risks in
7 connection with any activity performed by Permittee by virtue of the permission
8 granted by this ordinance. Each such policy or policies must specifically name The City
9 of Seattle as an additional insured party thereunder and provide the following minimum
coverage and minimum limits:

10 Minimum Coverage: general, comprehensive liability insurance for any injury,
11 death, damage, and/or loss of any sort sustained by any person, organization, or
12 corporation (including any liability of The City to Permittee, its officers, agents
13 and/or employees and any liability of Permittee to The City of Seattle, its
14 officers, agents and/or employees) in connection with (a) the maintenance or use
15 of 11th Avenue Southwest permitted by this ordinance and of any and all portions
16 thereof; (b) any activity upon or use or occupancy of the area described in
17 Section 1 of this ordinance; and (c) for any activity performed by Permittee by
virtue of the permission granted pursuant to this ordinance.

18 Minimum Limits: (Primary and excess) - not less than those otherwise carried by
19 Permittee and in any event not less than One Million Dollars (\$1,000,000.00) per
20 occurrence and annual aggregate — with no deductible.

21 Each such policy or endorsement thereto must contain the following provisions:

22 "The City of Seattle is named as an additional insured for all coverages provided
23 by this policy of insurance and shall be fully and completely protected by this
24 policy for all risks and for any and every injury, death, damage and loss of any sort
25 sustained by any person, organization or corporation (including any liability of the
26 City to Permittee, Port of Seattle, its successors and assigns, any of its employees
27 and/or agents and any liability of Permittee to The City of Seattle, its officers,
28 agents and employees) in connection with (a) the maintenance or use of 11th

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Avenue Southwest as permitted by this ordinance, or (b) activities of the Port of Seattle, its successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by The Port of Seattle, its successors and assigns by virtue of the permission granted by the aforesaid ordinance.

"The coverages provided by this policy to The City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days' prior written notice to The City of Seattle, Attention: Director of Engineering."

Whenever, in the judgment of the Mayor of The City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.

Section 9. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the City Council by resolution. If permission be granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

Section 10. Acceptance: The Permittee shall deliver its written acceptance of the permission conferred by this ordinance and its terms and conditions to the Director of Engineering within sixty (60) days after the effective date of this ordinance. The acceptance shall be filed with the City Clerk. If no such acceptance is received by then, the privileges provided by this ordinance shall be deemed declined or abandoned and the permission extended, contingent upon its acceptance, deemed lapsed and forfeited.

Section 11... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 1st day of June, 1982, and signed by me in open session in authentication of its passage this 1st day of June, 1982.

Jeanette Williams
President of the City Council.

Approved by me this 10th day of June, 1982.

Charles Porter
Mayor.

Filed by me this 10th day of June, 1982.

Gina Hill
Attest: City Comptroller and City Clerk.

(SEAL)

Published _____ By *J. Hines Dunbar* Deputy Clerk.

City of Seattle

Executive Department-Office of Management and Budget

John D. Saven, Director
Charles Royer, Mayor

May 3, 1982



COPY OF RETURN RECEIVED

3999

MAY 5 1982

Douglas M. Jewett
CITY ATTORNEY

Crawford/Burton

Honorable Douglas Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Board of Public Works

SUBJECT: Port of Seattle -- long term Street Use Permit.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

- (X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- () Do not file with City Council but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,

Charles Royer
Mayor

By

John Saven
FOR

JOHN SAVEN
Budget Director

OK as submitted

JBS 5-10-82

JS/jo/mc

Enclosure

cc: Board of Public Works

Your
Seattle
Board of Public Works

Michael E. Purdy, Acting Executive Secretary
Charles Royer, Mayor

REC'D OMB APR 27 1982



520888

Re: Port of Seattle - Term Permit

April 22, 1982

VIA: Mayor Charles Royer, Attention: O.M.B.

City Council
City of Seattle

Honorable Members:

The Board of Public Works, in regular session April 21, 1982, considered the request from the Port of Seattle for a long term street use permit for the use of 11th Avenue Southwest at Southwest Florida Street, as shown in red on the enclosed sketch. The request is pursuant to conditions of the Interlocal Agreement, which provides for the exchange of certain property interests in the vicinity of the West Seattle Bridge. The area will be fenced and asphalt surfaced, and will be for storage and general use.

City Light approved the application as submitted and the Port will provide access in accordance with Water Department requirements.

The Board concurred in the recommendation from the Director of Engineering for approval and the Board is forwarding that recommendation to your Honorable Body for consideration and necessary legislative action. Attached is the draft ordinance for your review.

Respectfully submitted,

BOARD OF PUBLIC WORKS

Frank Doolittle
Chairman

MEP:wc

cc: Mayor Charles Royer
O.M.B.
Director of Engineering
Joe Ralph, Engineering
Ray Allwine, Engineering
Attachment

An equal employment opportunity - affirmative action employer.

Board of Public Works Department, 4th Floor, 400 Yesler Building, Seattle, Washington 98104, (206) 625-2266
Board of Public Works: Frank Doolittle, Chairman, Dir. of Administrative Services; Kenneth M. Lowthian, Supt. of Water;
Eugene V. Avery, Dir. of Engineering; Joseph P. Recchi, Supt. of City Light; Walter R. Hundley, Supt. of Parks and Recreation

SEATTLE ENG. DEPT.
PORT OF SEATTLE

P.O. BOX 1209

SEATTLE, WASHINGTON 98101

AUG 23 11:12

August 19, 1982

Eugene V. Avery, P.E.
Director of Engineering
Seattle Engineering Department
Room 910, Seattle Municipal Building
Seattle, WA. 98104

Attention: R. H. Allwine

Gentlemen:

Re: Ordinance No. 110625
11th Avenue Southwest at Southwest Florida Street

In accordance with Section 10 of the referenced ordinance, the Port of Seattle has reviewed and accepts the terms and conditions contained therein.

Enclosed is certificate of insurance as required in Section 8 of the ordinance. Please acknowledge receipt of this acceptance.

Sincerely,



Frank H. Clark
Associate Director of Real Estate, Facilities

PDB/pn

Enclosure

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

FRED. S. JAMES & CO. OF WASHINGTON
 1700 FOURTH & BLANCHARD BUILDING
 SEATTLE, WASHINGTON 98121

COMPANIES AFFORDING COVERAGES

- COMPANY LETTER **A** GREAT AMERICAN INSURANCE COS.
- COMPANY LETTER **B** HOLLAND AMERICA INSURANCE CO.
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

PORT OF SEATTLE
 P. O. BOX 1209
 SEATTLE, WASHINGTON 98111

This is to certify that policies or insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS, COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	SLP9 47 24 49	1-1-83	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 300,	\$ 300,
				PERSONAL INJURY	\$	\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	SLP9 47 24 49	1-1-83	BODILY INJURY (EACH PERSON)	\$	\$
				BODILY INJURY (EACH ACCIDENT)	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 300,	\$ 300,
B	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	H 9 34 76	1-1-83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 700,	\$ 700,
				STATUTORY	\$	\$ (EACH ACCIDENT)
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

STREET USE PERMIT - PORTIONS OF 11th AVENUE S. W. AT S.W. FLORIDA STREET, SEATTLE

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~xxxxxxxx~~ mail 30 days written notice to the below named certificate holder. ~~xxxxxxxx~~
~~xx~~

SEE OVER

NAME AND ADDRESS OF CERTIFICATE HOLDER
CITY OF SEATTLE ENGINEERING DEPARTMENT
 Room 910, Seattle Municipal Building
 Seattle, Washington 98104

DATE ISSUED **8-12-82**
 BY: *[Signature]*
 FRED. S. JAMES & CO. OF WASHINGTON
 AUTHORIZED REPRESENTATIVE

ORDINANCE 10625

AN ORDINANCE granting to the Port of Seattle permission to use and maintain a portion of 11th Avenue Southwest at Southwest Florida Street for a ten-ten-year period renewable for two successive ten-year periods.

WHEREAS, the West Seattle Freeway Bridge Interlocal Agreement between the City of Seattle and the Port of Seattle provided for and specified conditions for the exchange of certain property interests in the vicinity of the West Seattle Bridge; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subject to the terms and conditions of this ordinance and the West Seattle Freeway Bridge Interlocal Agreement, permission is hereby granted to the Port of Seattle, its successors and assigns (called the Permittee) to use and maintain a portion of 11th Avenue Southwest at Southwest Florida Street described as follows:

Beginning at the southeast corner of Lot 17, Block "A", Frink's Waterfront Addition, as recorded in Volume 12, of Plats, page 89, Records of King County, Washington; thence north 90°00'00" east along a line drawn east at right angles to the east line of 11th Avenue Southwest, 75.83 feet to a line 170 feet west of and parallel with said east line of 11th Avenue Southwest; thence south 0°00'00" east along said parallel line, 320 feet; thence north 90°00'00" east to the center line of 11th Avenue Southwest, distant 125 feet west of said parallel with the east line of said avenue; thence south 0°00'00" east along said center line, 462.7 feet to a point on a line, 137.69 feet north of and parallel with a line drawn west at right angles to the east line of 11th Avenue Southwest from the intersection of said east line and the southeasterly line of the northwesterly 30 feet of Lot 6, Block 395, Seattle Tide Lands; thence north 45°18'10" west, 25.79 feet thence north 0°09'45" west, 127.55 feet to a point of curvature; thence northwesterly along a curve to the left, having a radius of 421.28 feet, a distance of 197.20 feet; thence north 0°45' east, 259.27 feet to a point on a curve, the center of which bears south 84°54'38" west; thence northwesterly and westerly along said curve to the left, having a radius of 92.52 feet, a distance of 89.62 feet; thence north 0°00'00" west, 92.82 feet to the beginning.

Section 2. The permission granted to the Permittee shall be for a period of ten (10) years, commencing thirty (30) days after approval of the Mayor and terminating at 11:59 P. M. on the last day of the tenth year provided upon application of the Permittee, the City Council may by resolution extend the initial period for two successive ten-year periods up to a maximum of thirty (30) years from the effective date of this ordinance; and any such resolution may revise any of the terms and conditions of this ordinance. The foregoing grant of permission is contingent upon its prompt acceptance by the Permittee as provided in Section 9 of this ordinance. In the event that:

- the permission extends to its termination; or
- the City of Seattle (called "The City") requires Permittee to vacate the area pursuant to provisions of this ordinance; or
- the Board of Public Works or a successor body or official of City government (called "The Board") determines that conditions of this ordinance have been violated;

then within ninety (90) days after such expiration, termination or determination of the Board or prior to the date stated in an Order to Vacate, as the case may be, the Permittee shall vacate the area and shall place all portions of 11th Avenue Southwest that may have been disturbed in as good condition for public use as they were prior to use by the Permittee. Whereupon, the Board of Public Works shall issue a certificate discharging Permittee from responsibilities under this ordinance for occurrences after the date of such discharge.

Section 3. The Permittee shall, at its own cost and expense, maintain the area in such a manner so as to at all times protect the public and shall make necessary repairs whenever determined by the Board that the area has become deteriorated or unsafe.

Section 4. Notwithstanding termination or expiration of the permission granted herein, the Permittee shall remain bound by its obligations under this ordinance until:

- all equipment and property of the Permittee are removed from 11th Avenue Southwest; or
- the area is cleared and restored in a manner and condition satisfactory to the Board; or
- the Board certifies that the Permittee has discharged its obligations herein.

Provided that upon prior notice to the Permittee and entry of written findings that such is in the public interest, the Board may, at its sole discretion, excuse the Permittee, conditionally or absolutely, from compliance with all or any of Permittee's obligations to remove its property and restore areas disturbed.

Section 5. The City expressly reserves the right to at all times as may be necessary to maintain, operate, repair, construct, reconstruct and install existing or Proposed public or private utilities. Access shall be provided to Water Department valves and meters, Engineering Department sewer manholes, and all other utility facilities within the area described in Section 1.

Section 6. This permit is subject to the primary use by the City of the street, and the City expressly reserves the right to require the Permittee to vacate the area at Permittee's sole cost and expense when use of the area occupied is needed or required for any primary or secondary use of the street by the City or if such use interferes with any primary or secondary use. A determination by the City Council, by ordinance, that such area is required for a primary or secondary use shall be conclusive and final.

Section 7. The area shall remain the exclusive responsibility of the Permittee. Permittee releases the City from any and all claims resulting in damage or loss to its own property. The Permittee, by its acceptance of this ordinance and the permission hereby granted, does covenant and agree for itself, its successors and assigns, with The City of Seattle to at all times protect and save harmless The City of Seattle from all claims, actions, suits, liability, loss, costs, expense or damages of any kind and description (excepting only such damages that may result from the sole negligence of the City), which may accrue to, or be suffered by, any person or persons, including

without limitation, damage or injury to the Permittee, its officers, agents, employees, contractors, invitees, tenants and tenants' invitees, licensees or their successors and assigns, by reason of the maintenance, operation or use of said 11th Avenue Southwest or the improper occupation or use of City street or any portion thereof, or by reason of anything that has been done, or may at any time be done, by the Permittee, its successors or assigns, failing or refusing to strictly comply with each and every provision of this ordinance; and if any such suit, action or claim shall be filed, instituted or begun against The City, the Permittee, its successors or assigns, shall, upon notice thereof from the City, defend the same at its or their sole cost and expense, and in case judgment shall be rendered against The City in any suit or action, the Permittee, its successors or assigns shall fully satisfy said judgment within ninety (90) days after such action or suit shall have been finally determined, if determined adversely to The City.

Section 8. For as long as the Permittee, its successors and assigns, shall exercise any permissions granted by this ordinance and until all property is entirely removed from its location as described in Section 1 or until discharged by order of the Board of Public Works as provided in Section 2 of this ordinance, it shall at its own expense maintain with the Director of Engineering and keep on file with the City Clerk, general comprehensive policies of public liability insurance, which policies must be approved by the City Attorney as to form and coverage and which policies must fully protect the City from any and all claims and risks in connection with (a) the maintenance or use of 11th Avenue Southwest permitted by this ordinance and of any and all portions thereof; (b) Permittee's activity upon or use of occupation of the area described in Section 1 of this ordinance; as well as (c) any and all claims and risks in connection with any activity performed by Permittee by virtue of the permission granted by this ordinance. Each such policy or policies must specifically name The City of Seattle as an additional insured party hereunder and provide the following minimum coverage and minimum limits:

Minimum Coverage: general, comprehensive liability insurance for any injury, death, damage, and/or loss of any sort sustained by any person, organization, or corporation (including any liability of The City to Permittee, its officers, agents and/or employees and any liability of Permittee to The City of Seattle, its officers, agents and/or employees) in connection with (a) the maintenance or use of 11th Avenue Southwest permitted by this ordinance and of any and all portions thereof; (b) any activity upon or use or occupancy of the area described in Section 1 of this ordinance; and (c) for any activity performed by Permittee by virtue of the permission granted pursuant to this ordinance.

Minimum Limits: (Primary and excess) - not less than those otherwise carried by Permittee and in any event not less than One Million Dollars (\$1,000,000.00) per occurrence and annual aggregate -- with no deductible.

Each such policy or endorsement thereto must contain the following provisions:

"The City of Seattle is named as an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy for all risks and for any and every injury, death, damage and loss of any sort sustained by any person, organization or corporation (including any liability of the City to Permittee, Port of Seattle, its successors and assigns, any of its employees and/or agents and any liability of Permittee to The City of Seattle, its officers, agents and employees) in connection with (a) the maintenance or use of 11th Avenue Southwest as permitted by this ordinance, or (b) activities of the Port of Seattle, its successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, as well as (c) any activity performed by The Port of Seattle, its successors and assigns by virtue of the permission granted by the aforesaid ordinance.

"The coverages provided by this policy to The City of Seattle or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days' prior written notice to The City of Seattle, Attention: Director of Engineering."

Whenever, in the judgment of the Mayor of The City of Seattle, such insurance filed pursuant to the provisions hereof shall be deemed insufficient to fully protect The City of Seattle, the Permittee shall, upon demand by the Mayor, furnish additional insurance in such amount as may be specified by the Mayor.

Section 9. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the City Council by resolution. If permission be granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

Section 10. Acceptance: The Permittee shall deliver its written acceptance of the permission conferred by this ordinance and its terms and conditions to the Director of Engineering within sixty (60) days after the effective date of this ordinance. The acceptance shall be filed with the City Clerk. If no such acceptance is received by then, the privileges provided by this ordinance shall be deemed declined or abandoned and the permission extended, contingent upon its acceptance, deemed lapsed and forfeited.

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Section 11. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 12th day of June, 1922, and signed by me in open session in authentication of its passage this 12th day of June, 1922.

Charles Parker
President of the City Council.

Approved by me this 10th day of June, 1922.

Charles Parker
Mayor.

Filed by me this 10th day of June, 1922.

Tim Hill
Attest:
City Comptroller and City Clerk.

(SEAL)

By *J. H. L. Dumban*
Deputy Clerk.

Publication ordered by TIM HILL, Comptroller and City Clerk.
Date of Official Publication in the Daily Journal of Commerce, Seattle, June 12, 1922. (C.194)

C-194

Affidavit of Publication

STATE OF WASHINGTON
KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

Ordinance No. 110625

was published on June 12, 1982

Subscribed and sworn to before me on
June 12, 1982

Notary Public for the State of Washington,
residing in Seattle.

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(IH)

PURT VI SEATTLE

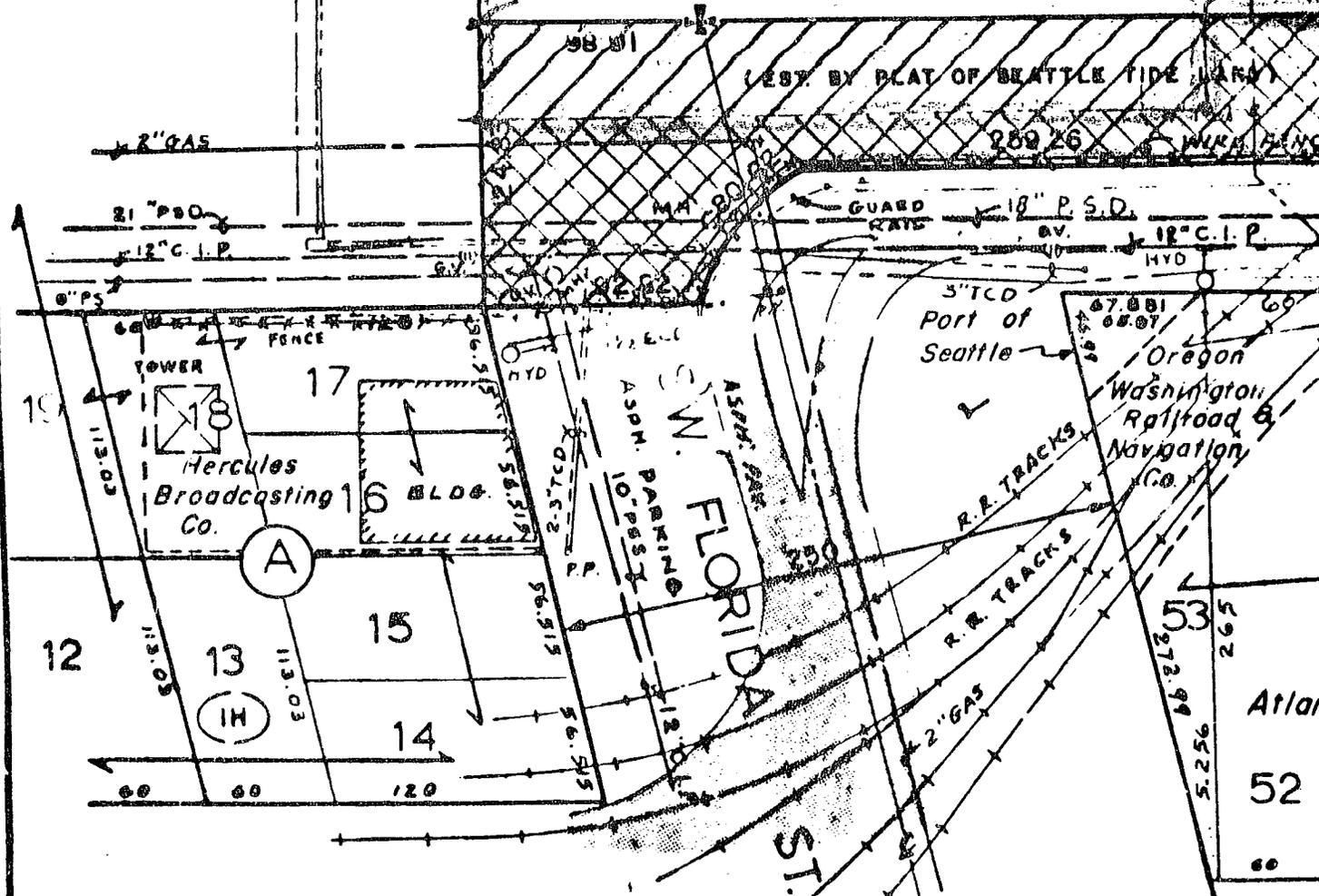
STORAGE AREA

VAC. ORD. 70383

VAC. ORD. 100158

11th AVE. S.W.

ASPH. PAV. STORAGE AREA 728.70'



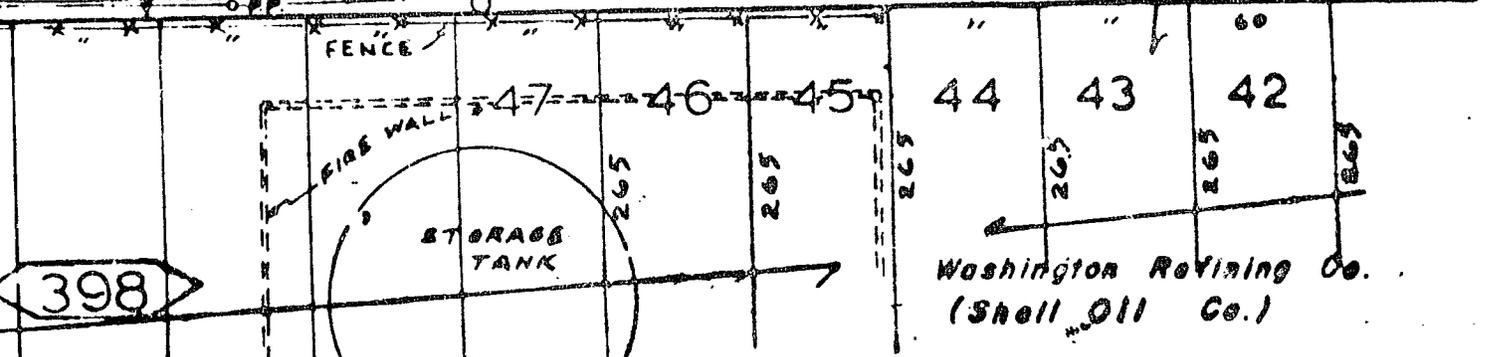
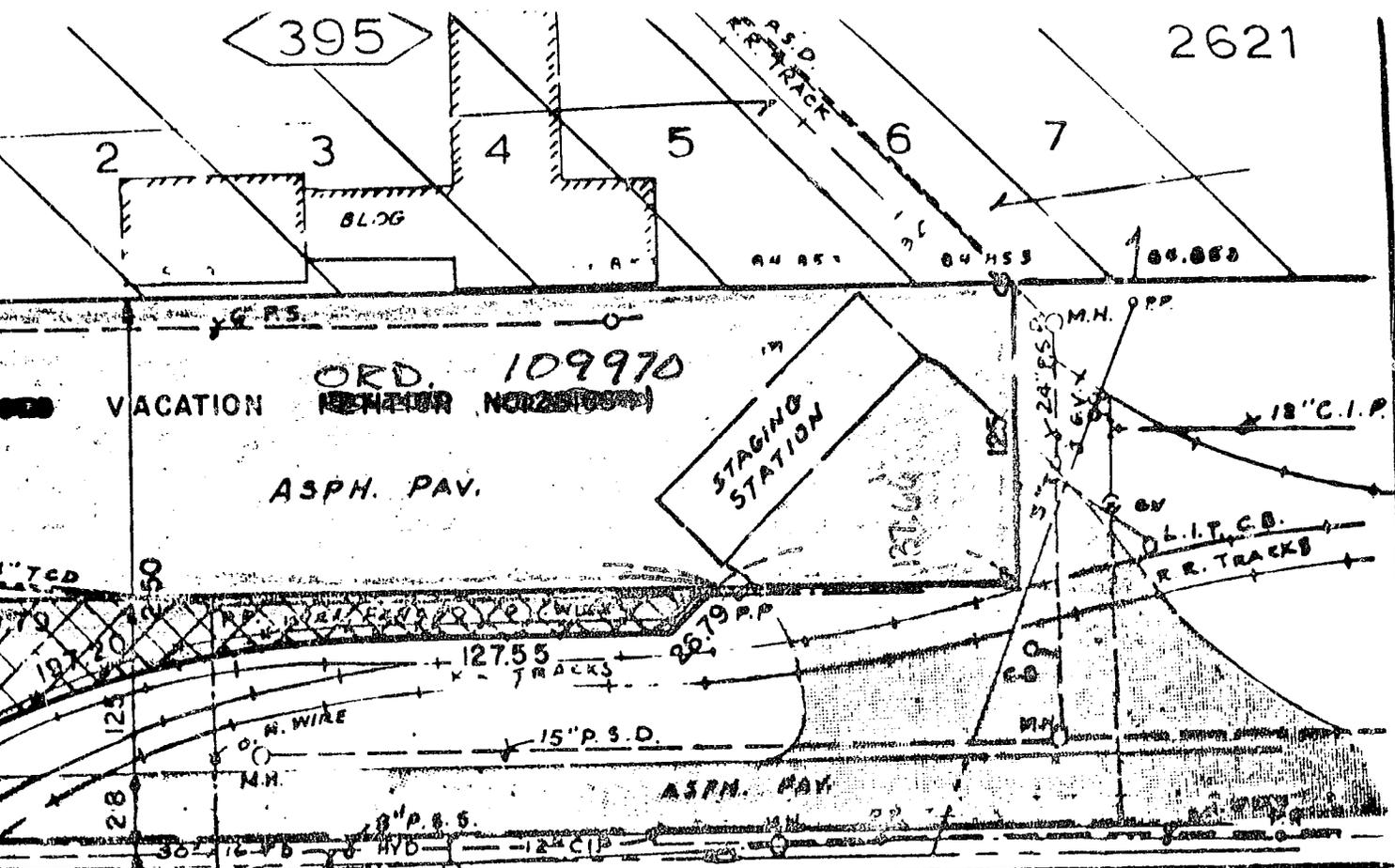
PORTION VACATED

PORTION ELIMINATED FROM VACATION

SEATTLE TIDE LANDS
FRINK'S WATERFRONT AD
397 Seattle Tide Lands

395

2621



265	265	265	265
50	49	48	47

SCALE 1"=100' NW & SW 7-24-4 KROLL 50W

MAP OF PROPERTY COVERED BY

VACATION PETITION No. 284505

VALID SIGNATURES SHOWN ✓

INVALID SIGNATURES SHOWN _____

PETITION DENIED _____ ON FILE

VACATED BY ORDINANCE No. 109970 6/22/81

MISCELLANEOUS ORDINANCES VOL. _____

UTILITY RIGHTS _____

MADE BY MCJ CHECKED BY CFW DATE 5/28/77

Replat of Block
2-89