

ORDINANCE No. 113517

Law Department

COUNCIL BILL No. 106215

The City of Seattle--I

AN ORDINANCE granting to Harbor Development Company permission to construct, maintain and operate a pedestrian skybridge over and across Post Alley at the north margin of Union Street for a ten year term, renewable for two successive ten year terms, specifying the conditions under which this permission is granted and providing for acceptance of the permit and conditions.

REPORT OF

Honorable President:

Your Committee on TRANS

to which was referred the within Council Bill No. _____ report that we have considered the same and respect

COMPTROLLER FILE No. _____

Introduced: JUN 22 1987	By: EXECUTIVE REQUEST
Referred: JUN 22 1987	To: TRANSPORTATION
Referred:	To:
Referred:	To:
Reported: JUN 29 1987	Second Reading: JUN 29 1987
Third Reading: JUN 29 1987	Signed: JUN 29 1987
Presented to Mayor: JUN 30 1987	Approved: JUL 10 1987
Returned to City Clerk: JUL 10 1987	Published:
Voted by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: OK

REC'D CMB JUN 29 1987

DO PAE

Comm

Law Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on

TRANSPORTATION

to which was referred the within Council Bill No.

106215

report that we have considered the same and respectfully recommend that the same:

DO

PASS

6-24-87

(2-0)

Committee Chair

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ORDINANCE 113517

AN ORDINANCE granting to Harbor Development Company permission to construct, maintain and operate a pedestrian skybridge over and across Post Alley at the north margin of Union Street for a ten year term, renewable for two successive ten year terms, specifying the conditions under which this permission is granted and providing for acceptance of the permit and conditions.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subject to the terms and conditions of this ordinance, permission is hereby granted to Harbor Development Company its successors and assigns ("Permittee") to construct, maintain and operate a pedestrian skybridge over and across Post Alley at the north margin of Union Street connecting the 84 Union Building with the 98 Union Building said skybridge to be approximately five feet wide and approximately 31 feet above maximum grade of the alley.

Section 2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten years, commencing upon the effective date of this ordinance and terminating at 11:59 p.m. on the last day of the tenth year; provided, however, that upon written application of the Permittee at least 30 days before expiration of the term, the City Council may by resolution renew the permit for two successive ten year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty years, subject to the right of the City by each such resolution, to revise the fee provided for in Section 12 hereof, and by ordinance to then revise any of the terms and conditions contained herein.

Section 3. The permit granted hereby is subject to the primary and secondary use by the public for travel and utili-

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1 ties purposes, and The City of Seattle ("City") expressly
2 reserves the right to require the Permittee to remove the
3 skybridge at Permittee's sole cost and expense in the event
4 that:

5 (a) the City Council determines by ordinance that the
6 space occupied by the skybridge is necessary for any primary
7 or secondary public use or benefit or that the skybridge inter-
8 feres with any primary or secondary public use or benefit; or

9 (b) The Board of Public Works or a successor body or
10 official of the City ("Board") determines that any term or con-
11 dition of this ordinance has been violated.

12 A City Council determination that the space is necessary
13 for a primary or secondary public use or benefit shall be
14 conclusive and final.

15 Section 4. In the event that the permit is not renewed, or
16 the permission hereby granted extends to its termination in
17 thirty years, or the City orders removal of the skybridge pur-
18 suant to the terms of this ordinance, then within 90 days after
19 such expiration, termination or order of removal, or prior to
20 the date stated in an Order to Remove, as the case may be, the
21 Permittee shall remove the skybridge and shall place all por-
22 tions of the street that may have been disturbed for any part
23 of the structure, in as good condition for public use as they
24 were prior to construction, and, in at least as good condition
25 in all respects as the abutting portions thereof. Whereupon,
26 the Board shall issue a certificate discharging Permittee from
27 responsibilities under this ordinance for occurrences after the
28 date of such discharge.

Section 5. The Permittee shall not reconstruct, relocate,
readjust or repair the skybridge except under the supervision,

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1 and in strict accordance with plans and specifications,
2 approved by the Board before any work or repair is commenced.
3 The Board in its judgment may order such reconstruction, relo-
4 cation, readjustment or repair of the skybridge at the
5 Permittee's own cost and expense because of the deterioration
6 or unsafe condition of the skybridge, grade separations, or
7 the installation, construction, reconstruction, maintenance,
8 operation or repair of any and all municipally owned public
9 utilities, or for any other cause.

10 Section 6. After notice to the Permittee, the Board may
11 order the skybridge closed if the Board deems that it has
12 become unsafe or creates a risk of injury to the public.

13 Section 7. Notwithstanding termination or expiration of
14 the permission granted, or closure or removal of the skybridge,
15 the Permittee shall remain bound by its obligations under this
16 ordinance until (a) the skybridge and all its equipment and
17 property are removed from the street, (b) the area is cleared
18 and restored in a manner and to condition satisfactory to the
19 Board, and (c) the Board certifies that the Permittee has dis-
20 charged its obligations herein; Provided, that upon prior
21 notice to the Permittee and entry of written findings that such
22 is in the public interest, the Board may, in its sole
23 discretion, excuse Permittee, conditionally or absolutely, from
24 compliance with all or any of Permittee's obligations to remove
25 the skybridge and its property and restore areas disturbed.

26 Section 8. The skybridge shall remain the exclusive
27 responsibility of the Permittee. The Permittee, by its accep-
28 tance of this ordinance and the permission hereby granted, does
release the City from any and all claims resulting from damage
or loss to its own property and does covenant and agree for

1 itself, its successors and assigns, with The City of Seattle to
2 at all times protect and save harmless The City of Seattle from
3 all claims, actions, suits, liability, loss, costs, expense or
4 damages of every kind and description (excepting only such
5 damages that may result from the sole negligence of the City),
6 which may accrue to, or be suffered by, any person or persons,
7 including without limitation, damage or injury to the Permit-
8 tee, its officers, agents, employees, contractors, invitees,
9 tenants and tenants' invitees, licensees or their successors
10 and assigns, by reason of; (1) the maintenance, operation or
11 use of said skybridge; (2) the occupation or use of a City
12 street, alley, or any portion thereof; (3) anything that has
13 been done, or may at any time be done, by the Permittee, its
14 successors or assigns, by reason of this ordinance; (4) the
15 Permittee, its successors or assigns, failing or refusing to
16 strictly comply with each and every provision of this
17 ordinance; or (5) any claim by any owner of a condominium unit
18 in the 98 Union Condominium that the City is jointly or sever-
19 ally liable with Permittee or Market Connection Limited
20 Partnership as a result of the failure of Permittee or Market
21 Connection Limited Partnership to provide a roof garden on the
22 roof of the 84 Union Building for the exclusive use and benefit
23 of any owner of a condominium unit in the 98 Union Condominium;
24 and if any such suit, action or claim shall be filed, insti-
25 tuted or begun against the City, the Permittee, its successors
26 or assigns, shall, upon notice thereof from the City, defend
27 the same at its or their sole cost and expense, and in case
28 judgment shall be rendered against the City in any suit or
action, the Permittee, its successors or assigns, shall fully
satisfy said judgment within 90 days after such action or suit

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1 shall have been finally determined, if determined adversely to
2 the City.

3 Section 9. For as long as the Permittee, its successors
4 and assigns, shall exercise any permissions granted by this
5 ordinance and until the skybridge is entirely removed from its
6 location as described in Section 1 or until discharged by order
7 of the Board of Public Works as provided in Section 4 of this
8 ordinance, it shall at its own expense deliver to the Director
9 of Engineering for filing with the City Clerk, general com-
10 prehensive policies of public liability insurance, which
11 policies must be approved by the City Attorney as to form and
12 coverage and which policies must fully protect the City from
13 any and all claims and risks in connection with (a) construc-
14 tion reconstruction, operation, maintenance, use, or existence
15 of the skybridge, and of any and all portions of the skybridge
16 permitted by this ordinance, (b) Permittee's activity upon or
17 use or occupation of the areas described in Section 1 of this
18 ordinance, and (c) any and all claims and risks in connection
19 with any activity performed by Permittee by virtue of the
20 permission granted by this ordinance. Each such policy or
21 policies must specifically name The City of Seattle as an
22 additional insured party thereunder and provide the following
23 minimum coverages and minimum limits:

24 Minimum Coverage: General, comprehensive liability insur-
25 ance for any injury, death, damage, and/or loss of any sort
26 sustained by any person, organization, or corporation
27 (including any liability of the City to Permittee, its
28 officers, agents and/or employees and any liability of
Permittee to The City of Seattle, its officers, agents

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and/or employees) in connection with (a) operation, maintenance, use or existence of the skybridge and of any and all portions of the skybridge permitted by this ordinance, (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) per occurrence and annual aggregate.

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 Harbor Development Company, 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) operation, maintenance, use or existence of the skybridge and any appurtenances thereto, permitted by The City of Seattle ordinance granting Harbor Development Company permission to operate and maintain a skybridge, (b) activities of Harbor Development Company its successors and assigns, upon use or occupation of the areas described in Section 1 of the authorizing ordinance, and (c) any activity performed by

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1 Harbor Development Company, its successors and assigns by
2 virtue of the permission granted by the aforesaid
3 ordinance.

4 "The coverage provided by this policy to The City of
5 Seattle or any other named insured shall not be terminated,
6 reduced or otherwise changed in any respect without pro-
7 viding at least 30 day's prior notice to The City of
8 Seattle, Attention: Director of Engineering."

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

15 Section 10. Bond: Within 60 days after the effective date
16 of this ordinance the Permittee shall deliver to the Director
17 of Engineering for filing with the City Clerk a good and suffi-
18 cient bond in the sum of Twenty-Five Thousand Dollars (\$25,000)
19 executed by a surety company authorized and qualified to do
20 business in the State of Washington conditioned that the
21 Permittee will comply with each and every provision of this
22 ordinance and with each and every order of the Board pursuant
23 thereto; provided, that if the Mayor of the City in his judg-
24 ment shall deem any bond or bonds filed to be insufficient and
25 demand a new or additional bond, the Permittee shall furnish a
26 new or additional bond in such amount as the Mayor may specify
27 to be necessary to fully protect the City. Said bond shall
28 remain in effect until such time as the skybridge 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

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Section 5 of this ordinance.

Section 11. 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 is 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 12. That the Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said skybridge during construction, reconstruction or at other times under the direction of the Board of Public Works and shall promptly pay to the City in advance upon statements rendered by the Director of Engineering an annual fee of Two Thousand One Hundred Sixty-Two Dollars (\$2,162.00) for the first five years of the permit. The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established by resolution of the City Council for the next five years of the permit. All payments shall be made to the City Treasurer for the credit of the General Fund. The first annual payment shall be paid 30 days after approval of the ordinance.

Section 13. Non-Discrimination: The Permittee shall not discriminate against any employee or applicant for employment in connection with the design, architectural or structural engineering work or the construction, repair, or maintenance of the skybridge permitted to be erected pursuant to this ordinance, on the basis of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, and

1 ancestry, age, national origin, or the presence of any sensory,
2 mental or physical handicap unless based upon bona fide occupa-
3 tional qualification. The foregoing commitment shall be imple-
4 mented as follows:

5 a. The Permittee will take affirmative action to ensure
6 that applicants are employed and that employees are treated
7 during employment without regard to their race, religion,
8 creed, color, sex, national origin or the presence of any
9 sensory, mental or physical handicap. Such action shall
10 include, but not be limited to, the following: employment,
11 upgrading, demotion or transfer, recruitment or recruitment
12 advertising, layoff or termination, rates of pay or other forms
13 of compensation and selection for training, including
14 apprenticeship.

15 b. The Permittee shall post in conspicuous places avail-
16 able to such employees and applicants for such employment,
17 notices setting forth the provisions of this non-discrimination
18 clause.

19 c. The Permittee shall furnish to the Director of Human
20 Rights or a successor official (the "Director"), upon his or
21 her request and on such forms as may be provided, a report of
22 the affirmative action taken in implementing this provision and
23 will permit reasonable access to its records for the purposes
24 of determining compliance with this section. If, upon investi-
25 gation the Director finds probable cause to believe that the
26 Permittee has failed to comply with any of the terms of this
27 section, the Permittee and the Board will be so notified in
28 writing. The Board shall give the Permittee at least 10 days'
notice and a hearing thereon. If the Board finds that there
has been a violation of this Section, the Board may suspend the

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1 permission conferred pending full compliance with the terms of
2 this Section.

3 Failure to comply with any of the terms of this provision
4 shall be a material violation of this ordinance.

5 The foregoing paragraphs shall be inserted in any sub-
6 contracts for work undertaken pursuant to this ordinance in
7 connection with the design, architectural or structural engi-
8 neering work or the construction, repair, or maintenance of the
9 skybridge permitted to be erected hereunder, unless the
10 Director authorizes the use of another equality of employment
11 opportunity provision.

12 Section 14. The permission herein granted to the
13 Permittee, its successors and assigns, is conditioned on the
14 following:

15 a. Permittee's agreement to design, construct, and main-
16 tain a portal spanning Post Alley, pedestrian lighting under
17 the skybridge, and signage identifying the Post Alley access to
18 the Pike Place Market all as described by the Seattle Design
19 Commission in its review of the permit application for this
20 proposed skybridge.

21 b. Barrier free access shall be provided on the third
22 floor and rooftop garden of the 84 Union Building.

23 c. Public access to the rooftop of 84 Union shall be pro-
24 vided during business hours.

25 d. The structure shall be constructed in substantial con-
26 formity with the construction plans as submitted and approved
27 by the Board of Public Works on May 15, 1987.

28 Section 15. Acceptance The Permittee shall deliver its
written acceptance of the permission conferred by this ordi-
nance and its terms and conditions to the Director of

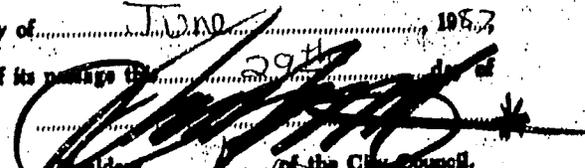
Engineering within 60 days after the effective date of this ordinance. The acceptance shall be filed with the City Clerk. If no such acceptance is received by then, the privileges provided by this ordinance shall be deemed declined or abandoned; and the permission extended, contingent upon its acceptance, deemed lapsed and forfeited.

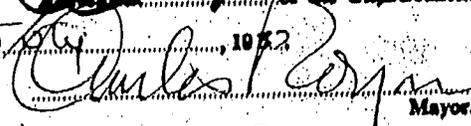
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(To be used for all Ordinances except Emergency.)

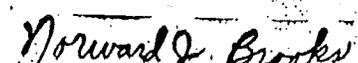
Section..... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 29th day of June, 1987
and signed by me in open session in authentication of its passage this 29th day of June, 1987


of the City Council.

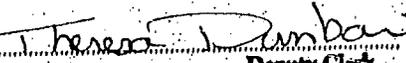
Approved by me this 10th day of July, 1987

Mayor.

Filed by me this 10th day of July, 1987

Attest: 
City Comptroller and City Clerk.

(SEAL)

Published.....

By: 
Deputy Clerk.

ORD. # 113517

TO: Michael Saunders
City Clerk

FROM: Franchises, Utilities and
Street Use

Please file attached document with Ordinance Number 113517

FILED
CITY OF SEATTLE

SEP 30 PM 3:37

RECEIVED

Thank You
Ray Allume
684-5270

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Harbor Development Company

A subsidiary of
Harbor Properties, Inc.

110 Union Street
Suite 502
Seattle, Washington
98101
(206) 682-0300

ORD.# 113517

September 23, 1987

Mr. Ray Allwine
Seattle Engineering Department
Municipal Building
Seattle, Washington 98104

Subject: Skybridge at 84 Union

Dear Mr. Allwine:

The purpose of this letter is to accept the conditions imposed under ordinances 90047 and 113517 for installation of a skybridge at 84 Union. The conditions and my comments are described below:

- (1) Post Alley Sign. Portal signage spanning Post Alley will be installed which incorporates the Seattle Design Commission comments. The attached drawing shows the signage approved by the Pike Development Authority (PDA). The signage has also been informally discussed with a Seattle Design Commission member. Lighting is also being installed under the skybridge for Post Alley pedestrians. The PDA did not authorize use of the Pike Place Market logo and the logo has not been included in the final design. Working drawings showing the connections and other details will be submitted for review and approval prior to installation.
- (2) Barrier Free Access. Barrier free access to the 84 Union building roof garden is being provided. Requirements for barrier free access to the third floor of 84 Union had been eliminated by the Department of Construction and Land Use but were inadvertently reinserted by the word processor when the ordinance was retyped. Therefore, Harbor will request the City Council's Transportation Committee to amend ordinance 113517 to correct this error.
- (3) Public Access. Public access to the 84 union roof garden will be provided during the hours that the restaurant operator at 96 Union opens the roof garden for business.

Throughout the skybridge review process, it was agreed that public access to the rooftop garden only made sense if supervisory personnel were on the site and weather was cooperative. It was agreed that a restaurant operator on the roof garden could fulfill those functions. Since Harbor has negotiated an agreement with Robert Rosellini (the operator of Rosellini's Other Place) to serve food on the 84 Union roof garden and was also agreeable to general public access to the space it followed that Rosellini will

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CITY OF SEATTLE
1987 SEP 30 PM 3:27
COMMUNITY DEVELOPMENT

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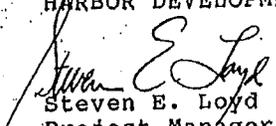
determine when he wants to operate the roof garden restaurant and, hence, when public access would be permitted. Enclosed is a drawing of the proposed improvements for Rosellini's roof garden/public space. When Rosellini is not operating on the roof garden, it will be closed to the general public. That will improve security and reduce potential liability.

- (4) Construction Standards. The structure shall be constructed in substantial conformity with the May 15, 1987 plans approved by the Board of Public Works. I invite you to visit the site and review the work.
- (5) Bond and Insurance. Harbor shall also deliver evidence of a \$25,000 bond guaranteeing payment for demolition of the skybridge in the event Harbor does not conform to the above described conditions. Furthermore, Harbor shall deliver an insurance rider in general conformity with City of Seattle requirements naming the City as an additional insured for injuries or accidents involving the skybridge.

I trust this letter adequately addresses the conditions attached by the City of Seattle on construction of a skybridge at 84 Union. Please accept this letter as evidence of Harbor's recognition and acceptance of those conditions.

Best regards,

HARBOR DEVELOPMENT COMPANY


Steven E. Loyd
Project Manager

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9.23.87

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(To be used for all Ordinances except Emergency.)

Section 16 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 29th day of June, 1982, and signed by me in open session in authentication of its passage this 29th day of June, 1982.

Approved by me this _____ day of _____, 19____
President _____ of the City Council.

Charles Rogers
Mayor

Filed by me this _____ day of _____, 19____

[Signature]
City Comptroller and City Clerk.

(SEAL)

Published _____ By _____ Deputy Clerk.

1 permission conferred pending full compliance with the terms of
2 this Section.

3 Failure to comply with any of the terms of this provision
4 shall be a material violation of this ordinance

5 The foregoing paragraphs shall be inserted in any sub-
6 contracts for work undertaken pursuant to this ordinance in
7 connection with the design, architectural or structural engi-
8 neering work or the construction, repair, or maintenance of the
9 skybridge permitted to be erected hereunder, unless the
10 Director authorizes the use of another equality of employment
11 opportunity provision.

12 Section 14. The permission herein granted to the
13 Permittee, its successors and assigns, is conditioned on the
14 Permittee's agreement to design, construct, and maintain a por-
15 tal spanning Post Alley, pedestrian lighting under the
16 skybridge, and signage identifying the Post Alley access to the
17 Pike Place Market all as described by the Seattle Design Commission
18 in its review of the permit application for this proposed
19 skybridge.

20 Section 15. Acceptance The Permittee shall deliver its
21 written acceptance of the permission conferred by this ordi-
22 nance and its terms and conditions to the Director of
23 Engineering within 60 days after the effective date of this
24 ordinance. The acceptance shall be filed with the City Clerk.
25 If no such acceptance is received by then, the privileges pro-
26 vided by this ordinance shall be deemed declined or abandoned;
27 and the permission extended, contingent upon its acceptance,
28 deemed lapsed and forfeited.

1 permission conferred pending full compliance with the terms of
2 this Section.

3 Failure to comply with any of the terms of this provision
4 shall be a material violation of this ordinance.

5 The foregoing paragraphs shall be inserted in any sub-
6 contracts for work undertaken pursuant to this ordinance in
7 connection with the design, architectural or structural engi-
8 neering work or the construction, repair, or maintenance of the
9 skybridge permitted to be erected hereunder, unless the
10 Director authorizes the use of another equality of employment
11 opportunity provision.

12 Section 14. The permission herein granted to the
13 Permittee, its successors and assigns, is conditioned on the
14 following:

15 a. Permittee's agreement to design, construct, and main-
16 tain a portal spanning Post Alley, pedestrian lighting under
17 the skybridge, and signage identifying the Post Alley access to
18 the Pike Place Market all as described by the Seattle Design
19 Commission in its review of the permit application for this
20 proposed skybridge.

21 b. Barrier free access shall be provided on the second
22 floor and rooftop garden of the 84 Union Building.

23 c. Public access to the rooftop of 84 Union shall be pro-
24 vided during business hours.

25 d. The structure shall be constructed in substantial con-
26 formity with the construction plans as submitted and approved
27 by the Board of Public Works on May 15, 1987.

28 Section 15. Acceptance The Permittee shall deliver its
written acceptance of the permission conferred by this ordi-
nance and its terms and conditions to the Director of

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C-932-X

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. 113517

was published on July 30, 1987

R. Goffe

Subscribed and sworn to before me on
July 30, 1987

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

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ORD.# 113517

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City of Seattle

AN ORDINANCE GRANTING A PERMIT TO CONSTRUCT AND CONDUCT BUSINESS UNDER THE PERMIT OF THE PUBLIC DEVELOPMENT COMPANY...

Section 1. Subject to the terms and conditions of this ordinance, permission is hereby granted to the permittee to construct and conduct business under the permit of the Public Development Company...

Section 2. The permittee herein granted to the permittee, its successors and assigns shall pay for a term of ten years, commencing upon the effective date of this ordinance...

Section 3. The permit granted hereby is subject to the terms and conditions of the permit as set forth in the ordinance...

(a) The City Council determines by ordinance that the use proposed by the applicant is necessary for the public use of the city...

(b) The use of public works or a successor body or officials of the City of Seattle determines that any such use of public works is in the public interest...

A city council determination that the use is necessary for a primary or secondary public use or benefit shall be conclusive and final.

Section 4. In the event that the permit is not renewed, or the permittee hereby granted herein to the permittee in this ordinance, the permittee shall be deemed to have abandoned the permit...

Section 5. After notice to the permittee, the board may order the applicant to cease the use of the property if it has become unsafe or created a risk of injury to the public.

Section 6. Multidisciplinary testimony or opinion of the permittee, or closure or removal of the structure, the permittee shall provide for its obligations under this ordinance...

Section 7. The applicant shall, upon the expiration of the term of this ordinance, be deemed to have abandoned the permit...

Section 8. After notice to the permittee, the board may order the applicant to cease the use of the property if it has become unsafe or created a risk of injury to the public.

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