

Ordinance No. 120552

Council Bill No. 113842

AN ORDINANCE granting Immunex Corporation permission to construct, maintain and operate a pedestrian skybridge over and across the Alaskan Way West right-of-way at West Prospect Street, for a ten (10) year term, renewable for two successive ten-year terms, specifying the conditions under which this permit is granted, and providing for acceptance of the permit and conditions.

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: Rich

Committee Action:

Approved 2-0 RTM, MP

10-8-01 Passed 8-0

(Excused: DiCastrò)

This file is complete and ready for presentation to Full Council. Comm

Law Department

Law Dept. Review

OMP
Review


City Clerk
Review

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CF No. _____

Date Introduced: <u>SEP 17 2001</u>	To: (committee)	
Date 1st Referred: <u>SEP 17 2001</u>	TRANSPORTATION	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>10-8-01</u>	Full Council Vote: <u>8-0</u>	
Date Presented to Mayor: <u>10-9-01</u>	Date Approved: <u>10/11/01</u>	
Date Returned to City Clerk: <u>10/15/01</u>	Date Published: <u>7 pp</u>	T.O. <input type="checkbox"/> F.T. <input checked="" type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

me
The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Richard J. McIver
Councilmember

Committee Action:

Approved 02-10 RJM, MP

10-8-01 Passed 8-0

(Excused: DiCasta)

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

Law Department

*Spencer
Submitted
Full Text loaded*

Law Dept. Review

OMP
Review

W
City Clerk
Review

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Indexed

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
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ORDINATION

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F.T.	<input checked="" type="checkbox"/>

CFW:cfw
Immunex Skybridge.ORD
Date: 9/5/01
V #5.1

ORDINANCE 120552

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5 AN ORDINANCE granting Immunex Corporation permission to construct, maintain and operate a pedestrian
6 skybridge over and across the Alaskan Way West right-of-way at West Prospect Street, for a ten (10)
7 year term, renewable for two successive ten-year terms, specifying the conditions under which this
8 permit is granted, and providing for acceptance of the permit and conditions.
9

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

11
12 Section 1. Subject to terms and conditions of this ordinance, permission is hereby granted to
13 Immunex Corporation, its successors and assigns ("Permittee") to construct, maintain and operate a pedestrian
14 skybridge over and across the Alaskan Way West right-of-way at West Prospect Street. The pedestrian skybridge
15 will span the railroad tracks in Alaskan Way West to provide pedestrian and bicyclist access between Elliott
16 Avenue West and the new Immunex research and technology center and adjacent parks (Myrtle Edwards and
17 Elliott Bay Parks).
18

19 Section 2. The permission herein granted to the Permittee, its successors and assigns shall be for a
20 term of ten (10) years, commencing on the effective date of this ordinance and terminating at 11:59 p.m. on
21 the last day of the tenth year, provided, however, that upon written application of the Permittee at least thirty
22 (30) days before expiration of the term, the City Council may, by resolution, renew the permit for two (2)
23 successive ten (10) year terms, provided further that the total term of the permission as originally granted and
24 thus extended shall not exceed thirty (30) years, subject to the right of The City of Seattle ("City") by
25 ordinance to then revise any of the terms and conditions contained herein. Notwithstanding the foregoing, in
26 the event that the Permittee has made timely application for renewal or extension of the permit in accordance
27 with this section and the City has not taken the necessary action to renew or extend the permit prior to the
28 expiration of the term or a renewal term, the permit shall be deemed extended until such time as the City takes
29 action on such permit application. The Director of Transportation ("Director") shall not require removal of the
30 pedestrian skybridge pursuant to Section 6 of this ordinance without written notice to the Permittee.
31

32 Section 3. The permission is hereby subject to any protection, support or relocation of existing
33 utilities at the time of construction of the pedestrian skybridge that are deemed necessary by the owner of the
34 utility and shall be done at Permittee's expense with the Permittee being responsible for any subsequent
35 damage to the utilities due to construction of the pedestrian skybridge.
36

37 Section 4. The permit granted hereby is subject to primary and secondary use by the public for travel
38 and utility purposes, and the City expressly reserves the right to require the Permittee to remove the pedestrian
39 skybridge at Permittee's sole cost and expense in the event that:
40

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Immunex Skybridge.ORD
Date: 9/5/01
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- 1 (a) The City Council determines, by ordinance, that the space occupied by the pedestrian skybridge is
2 necessary for any primary or secondary public use or benefit, or that the pedestrian skybridge
3 interferes with any primary or secondary public use or benefit; or
4 (b) The Director of Transportation ("Director") determines that any term or condition of this ordinance has
5 been violated, and such violation has not been corrected by the Permittee after notice of violation has
6 been given by the City and the Permittee has had sixty (60) days thereafter to correct the violation.

7
8 A City Council determination that the space is necessary for a primary or secondary public use or benefit shall
9 be conclusive and final.

10
11 Section 5. The pedestrian skybridge shall be open for public use between the hours of 6:00 a.m. to
12 11:00 p.m. each day; provided, that these hours of operation may be adjusted for good cause by written
13 agreement between Permittee and the Director of Transportation.

14
15 Section 6. In the event that the permit is not renewed, or the permission hereby granted extends to its
16 termination in thirty (30) years, or the City orders removal of the pedestrian skybridge pursuant to the terms of
17 this ordinance, then within ninety (90) days after issuance of the necessary street use permit(s) for removal
18 pursuant to such expiration, termination or order of removal, or prior to the date stated in an "Order to Remove",
19 as the case may be, the Permittee shall remove the pedestrian skybridge and shall place all portions of the street
20 that may have been disturbed for any part of the skybridge, in as good condition for public use as they were prior
21 to construction, and in at least as good condition in all respects as the abutting portions thereof. The Director may
22 extend the time for removal if necessary in order for the Permittee to obtain approvals for removal from entities or
23 agencies with jurisdiction. Upon removal of the skybridge pursuant to this section, the Director shall issue a
24 certificate discharging the Permittee from responsibility under this ordinance for occurrences after the date of such
25 discharge.

26
27 Section 7. Except in instances of routine maintenance and repairs, the Permittee shall commence
28 reconstruction, relocation, readjustment or repair of the pedestrian skybridge under the supervision of, and in strict
29 accordance with plans and specifications approved by the Director. The Director in his/her judgment may order
30 such reconstruction, relocation, readjustment or repair of the pedestrian skybridge at the Permittee's own cost and
31 expense because of the deterioration or unsafe condition of the skybridge, grade separations, or the installation,
32 construction, reconstruction, maintenance, operation or repair of any and all municipally owned public utilities, or
33 for any other cause. As an alternative to reconstruction, relocation, readjustment or repair, the Permittee may
34 remove the skybridge in its entirety.

35
36 Section 8. After notice to the Permittee, and failure of the Permittee to correct said unsafe or risk prone
37 condition within the time stated in such notice, the Director may order the pedestrian skybridge closed if the

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Director deems that it has become unsafe or creates a risk of injury to the public. In a situation in which there is an immediate threat to the health or safety of the public, notice is not required.

Section 9. Notwithstanding termination or expiration of the permission granted, or closure or removal of the pedestrian skybridge, the Permittee shall remain bound by its obligation under this ordinance until:

- (a) the pedestrian skybridge and all its equipment and property are removed from the street;
- (b) the area is cleared and restored in a manner consistent with Section 6; and,
- (c) the Director certifies that the Permittee has discharged its obligation herein.

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

Section 10. The pedestrian skybridge shall remain the exclusive responsibility of the Permittee. The Permittee, by acceptance 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 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 every kind and description (collectively, "Claims") (except to the extent such Claims may result from the negligence of the City), which may accrue to, or be suffered by, any person or persons and/or property or properties, including without limitation, damage or injury to the Permittee, its officers, agents, employees, contractors, invitees, tenants and tenants' invitees, licensees or Permittee's successors and assigns, by reason of the maintenance, operation or use of said pedestrian skybridge, 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, by reason of this ordinance, or by reason of the Permittee, its successors or assigns, failing or refusing to strictly comply with each and every provision of this ordinance; and if any such Claim 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. Provided that if it is determined by a court of competent jurisdiction that RCW 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of:

- (a) the City, its agents, contractors or employees; and,

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Immunex Skybridge.ORD
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(b) the Permittee, its agents, contractors, employees or its successors or assigns, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, employees or its successors or assigns.

Section 11. For as long as the Permittee, its successors any and assigns, shall exercise permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1 or until discharged by order of the Director as provided in Section 6 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which fully protect the City from any all claims and risks of any loss from perils which can be insured against under general liability insurance contracts and fire insurance contracts, including any extended coverage endorsements thereto which are customarily available from time to time, in conjunction with:

(a) construction, reconstruction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions of the pedestrian skybridge;

(b) Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in connection with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be a policy of comprehensive commercial general liability of a form acceptable to the City. The City will require insurance coverage to be placed with a company admitted and licensed to conduct business in Washington State, except that if it is infeasible to obtain such a policy, the City may approve an alternative company. Minimum policy limits shall be \$2,000,000 per occurrence and \$4,000,000 annual aggregate each period. Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add by endorsement the City of Seattle, its elected and appointed officers, officials, employees and agents as additional insureds. Coverage shall contain a Separation of Insureds clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part of the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought". The City will not accept a certificate of insurance as evidence of current coverage. Within 60 days after the effective date of this ordinance, evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

Whenever in the judgment of the Risk Manager 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 Risk Manager, furnish additional insurance in such amounts as may be specified by the Risk Manager.



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Section 12. The Permittee shall require that any and all of its contractors performing construction work on the skybridge contemplated by this permit, name the City of Seattle as an additional insured on all policies of public liability insurance, and shall include in all contract documents entered into hereafter a provision extending construction indemnities and warranties granted to Permittee to the City as well.

Section 13. Within sixty (60) days after the effective date of this ordinance the Permittee shall deliver to the Director of Transportation for filing with the City Clerk a good and sufficient bond in the sum of Fifty Thousand Dollars (\$50,000.00), executed by a surety company authorized and qualified to do business in the State of Washington, conditioned that the Permittee will comply with each and every provision of this ordinance and with each and every order of the Director pursuant thereto; provided, that if the Mayor of the City of Seattle in his/her reasonable judgment shall deem any bond or bonds filed to be insufficient and demand a new or additional bond, the Permittee shall furnish a new or additional bond in such amount as the Mayor may specify to be reasonably necessary to fully protect the City. Said bond shall remain in effect until such time as the pedestrian skybridge is entirely removed from its location as described in Section 1, or until discharged by order of the Director as provided in Section 6 of this ordinance.

Section 14. The Permittee, its successors and assigns shall not assign or transfer any privileges conferred by this ordinance without the consent of the City Council by resolution. Notwithstanding anything contained herein to the contrary, consent of the City Council shall not be required for any transfer or assignment of the privileges conferred by this ordinance to an affiliate or to a successor by reason of Permittee's merger, sale of all or substantially all of its assets, or other form of acquisition, or by way of mortgage, pledge or encumbrance, or by way of foreclosure or deed in lieu of foreclosure of any mortgage, pledge or encumbrance. If permission is granted, the assignee or transferee shall be bound by all terms and conditions of this ordinance.

Section 15. The Permittee, its successors and assigns, shall pay to The City of Seattle such amounts as may be justly chargeable by said City as costs of inspection of said pedestrian skybridge during construction, reconstruction, repair, annual structural inspections, and at other times deemed necessary to ensure the safety of the skybridge, under the direction of the Director of Transportation.

Section 16. Permittee shall conduct non-destructive testing of the hangers and/or trusses and their connections every two years and at other times as deemed necessary to ensure the safety of the skybridge; said inspections to be done by a certified testing laboratory hired by Permittee. The results of these inspections shall be submitted to the Seattle Transportation - Roadway Structures Division within thirty (30) days of the completion of the testing.

Section 17. The Permittee shall not discriminate against any employee or applicant for employment in connection with the design, architectural or structural engineering work or the repair, or maintenance of the

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pedestrian skybridge permitted to be erected pursuant to this ordinance, on the basis of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, age, national origin, or the presence of any sensory, mental or physical handicap unless based upon bona fide occupational qualification. The foregoing commitment shall be implemented as follows:

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

b. The Permittee shall ensure that contractors and subcontractors of the pedestrian skybridge addressed by this Ordinance shall post in conspicuous places available to such employees and applicants for such employment, notices setting forth the provisions of this non-discrimination clause.

c. The Permittee shall ensure that contractors and subcontractors for construction of the pedestrian skybridge addressed by this Ordinance shall furnish to the Director of Human Rights or a successor official, upon his or her request and on such forms as may be provided, a report of the affirmative action taken in implementing this provision and will permit reasonable access to its records for the purposes of determining compliance with this Section. If, upon investigation, the Director of Human Rights finds probable cause to believe that the Permittee has failed to comply with any of the terms of this Section, the Permittee and the Director of Transportation will be so notified in writing. Within ten (10) days of receipt of the Director of Human Rights notice, the Director of Transportation shall give the Permittee an opportunity to be heard on the matter of compliance with this Section. The Director of Transportation shall designate a review officer, who shall consider the matter and make a recommendation to the Director of Transportation. If the Director of Transportation finds that there has been a violation of this Section, he or she may suspend the permission conferred pending full compliance with the terms of this Section.

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

The foregoing paragraphs shall be inserted in any subcontracts for work undertaken hereafter pursuant to this ordinance in connection with the design, architectural or structural engineering work or the repair, or

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maintenance of the pedestrian skybridge permitted to be maintained hereunder, unless the Director of Human Rights authorizes the use of another equality of employment opportunity provision.

Section 18. The Permittee shall deliver its written acceptance of the permission conferred by this ordinance and its terms and conditions to the Director of Transportation 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 19. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 8th day of October, 2001, and signed by me in open session in authentication of its passage this 8th day of October, 2001.

Margaret Pease
President of the City Council

Approved by me this 11th day of OCTOBER, 2001.

Paul Schell
Paul Schell, Mayor

Filed by me this 15th day of October, 2001

Jessica E. Papp
City Clerk

(SEAL)

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December 19, 2001

Director of Transportation
City of Seattle
Mailstop 01-04-10
Municipal Building
600 Fourth Avenue
Seattle, WA 98104

FILED
CITY OF SEATTLE
02 JAN -8 PM 1:55
CITY CLERK

Re: City Ordinance Number 120552: An Ordinance granting Immunex Corporation permission to construct, maintain and operate a pedestrian skybridge over and across the Alaskan Way West right-of-way at West Prospect Street, for a ten (10) year term, renewable for two successive ten-year terms, specifying the conditions under which this permit is granted, and providing for acceptance of the permit and conditions.

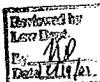
Dear Director:

The above-referenced ordinance (the "Ordinance") was passed by the City of Seattle City Council on October 8, 2001 and signed by the Mayor on October 11, 2001. Section 18 of the Ordinance requires the Permittee, which is Immunex Corporation, to deliver its written acceptance of the permission, terms and conditions of the Ordinance to the Director of Transportation within sixty (60) days following the effective date thereof. By this letter, Immunex Corporation hereby accepts the permission conferred by the Ordinance, as well as the Ordinance's terms and conditions.

Please feel free to contact Nancy Plant, Associate General Counsel, at (206) 389-4340 if you have any questions or concerns about this acceptance. Thank you for your assistance in this matter.

Sincerely,
Immunex Corporation

By: David A. Mann
Executive Vice President and
Chief Financial Officer



Immunex Corporation
51 University Street, Seattle, Washington 98101-2936
t. 206.587.0430 f. 206.587.0606 www.immunex.com

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December 19, 2001

Director of Transportation
City of Seattle
Mailstop 01-04-10
Municipal Building
600 Fourth Avenue
Seattle, WA 98104

FILED
CITY OF SEATTLE
02 JAN -8 PM 1:35
CITY CLERK

Re: City Ordinance Number 120552: An Ordinance granting Immunex Corporation permission to construct, maintain and operate a pedestrian skybridge over and across the Alaskan Way West right-of-way at West Prospect Street, for a ten (10) year term, renewable for two successive ten-year terms, specifying the conditions under which this permit is granted, and providing for acceptance of the permit and conditions.

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Sincerely,
Immunex Corporation



By: David A. Mann
Executive Vice President and
Chief Financial Officer

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City of Seattle

Paul Schell, Mayor

Seattle Transportation

Daryl R. Grigsby, Director

September 4, 2001

Honorable Margaret Pageler, President
Seattle City Council
1100 Municipal Building
600 Fourth Avenue
Seattle, Washington 98104

Dear Councilmember Pageler:

Subject: Immunex Pedestrian Skybridge - Alaskan Way West

Immunex Corporation was granted conceptual approval by City Council Resolution 30348 for the construction and maintenance of a pedestrian skybridge over and across the Alaskan Way West right-of-way at West Prospect Street. The final construction plans, submitted in conformance with the conceptual approval, have been reviewed and approved by Seattle Transportation, Construction and Land Use, and the Seattle Design Commission.

Because this pedestrian skybridge is unique, in that it will connect Elliott Bay Park to the lower Queen Anne neighborhoods by providing public access over and across the railroad tracks in Alaskan Way West, I recommend that the annual fee be waived for this particular skybridge.

Immunex Corporation, however, will be required to pay the City of Seattle's costs of making annual structural inspections of the skybridge, and at other times, the cost of inspections deemed necessary by the Director of Transportation to ensure the safety of the skybridge. Seattle Municipal Code 15.76 requires in part that the Director of Transportation annually, or as often as deemed necessary for the protection of the public safety, inspect or cause to be inspected, all bridges, trestles, viaducts, tunnels, grade crossings, skybridges, and other structures which have been or may be constructed or installed in, along, over, or across the public places of the city pursuant to ordinance granting any franchise or special permit and required by such ordinance to be maintained by the grantee of any such franchise or special permit. The cost of such inspections are to be paid by the grantee of any such franchise or special permit with the Director of Transportation being authorized to bill for and collect fees in such amounts as are commensurate with the reasonable cost of such inspections.

Seattle Municipal Building, 600 Fourth Avenue, Room 410, Seattle, WA 98104-1879
Tel: (206) 684-7623. TTY/TDD: (206) 684-4009, Fax: (206) 684-5180

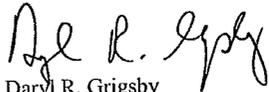
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

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Honorable Margaret Pageler
September 4, 2001
Page Two

I recommend that the enclosed draft ordinance, which grants the Immunex Corporation permission to construct, maintain, and operate a pedestrian skybridge over and across the Alaskan Way West right-of-way, be approved by the City Council.

Respectfully Submitted,


Daryl R. Grigsby
Director

DRG:dmt

Enclosure

cc: Councilmember Richard McIver
Richard Richmire, Street Use Division Manager, Seattle Transportation
Fred White, Street Use/Franchises & Utilities Supervisor, Seattle Transportation

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STATE OF WASHINGTON - KING COUNTY

--SS.

137373
City of Seattle, Clerk's Office

No. ORDINANCE IN FULL

Affidavit of Publication

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

CT:120552/ORD IN FULL

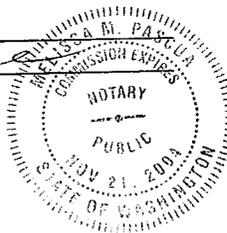
was published on

10/24/01

J. Stedman
Subscribed and sworn to before me on

10/24/01

Melissa M. Pagnola
Notary public for the State of Washington,
residing in Seattle



Affidavit of Publication

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State of Wash
City of Seattle
ORDINANCE 120522

AN ORDINANCE granting Immunes Corporation permission to construct, maintain and operate a pedestrian skybridge over and across the Alaskan Way right-of-way at West Prospect Street, for a ten (10) year term, renewable for two successive ten-year terms, specifying the conditions under which this permit is granted, and providing for the terms and conditions acceptable of the permit and conditions hereof.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subject to terms and conditions of this ordinance, permission is hereby granted to Immunes Corporation, its successors and assigns ("Permittee") to construct, maintain and operate a pedestrian skybridge over and across the Alaskan Way West right-of-way at West Prospect Street. The pedestrian skybridge will span the railroad tracks in Alaskan Way West to provide pedestrian and bicycle access between Elliott Avenue West and the new Immunes research and technology center and adjacent parks (Myrtle Edwards and Elliott Bay Parks).

Section 2. The permission hereby granted to the Permittee, its successors and assigns shall be for a term of ten (10) years, commencing on 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 ten (10) days before expiration of the term, the City Council may, by resolution, renew the permit for two (2) successive ten (10) year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty (30) years, subject to the right of the City of Seattle ("City") by ordinance to then revise any of the terms and conditions contained herein. Notwithstanding the foregoing, in the event that the Permittee has made timely application for renewal or extension of the permit in accordance with this section and the City has not taken the necessary action to renew or extend the permit prior to the expiration of the term or a renewal term, the permit shall be deemed extended until such time as the City takes action on such permit application. The Director of Transportation ("Director") shall not require removal of the pedestrian skybridge pursuant to Section 6 of this ordinance without written notice to the Permittee.

Section 3. The permission is hereby subject to any protection, support or relocation of existing utilities at the time of construction of the pedestrian skybridge that are deemed necessary by the owner of the utility and shall be done at Permittee's expense with the Permittee being responsible for any subsequent damage to the utilities due to construction of the pedestrian skybridge.

Section 4. The permit granted hereby is subject to primary and secondary use by the public for travel and utility purposes, and the City expressly reserves the right to require the Permittee to remove the pedestrian skybridge if the Permittee's sole cost and expense in the event that:

(a) The City Council determines by ordinance that the space occupied by the pedestrian skybridge is necessary for any primary or secondary public use or benefit, or that the pedestrian skybridge interferes with any primary or secondary public use or benefit; or

(b) The Director of Transportation ("Director") determines that any term violated, and such violation has not been corrected by the Permittee after notice of violation has been given by the City and the Permittee has had sixty (60) days thereafter to correct the violation.

A City Council determination that the use is necessary for a primary or secondary public use or benefit shall be con-

Section 8. After notice to the Permittee, and failure of the Permittee to correct and unsafe or risk prone condition within the time stated in such notice, the Director may order the pedestrian skybridge closed if the Director deems that it has become unsafe or creates a risk of injury to the public, in a situation in which there is an immediate threat to the health or safety of the public, notice is not required.

Section 9. Notwithstanding termination or expiration of the permission granted or closure or removal of the pedestrian skybridge, the Permittee shall remain bound by its obligation under this ordinance until:

(a) the pedestrian skybridge and all its equipment and property are removed from the street;

(b) the area is cleared and restored in a manner consistent with Section 6; and,

(c) the Director certifies that the Permittee has discharged its obligation herein.

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

Section 10. The pedestrian skybridge shall remain the exclusive responsibility of the Permittee. The Permittee, by acceptance 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 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 every kind and description (collectively, "Claims") (except to the extent such Claims may result from the negligence of the City), which may accrue to, or be suffered by, any person or persons and/or property or properties, including without limitation, damages or injury to the Permittee, its officers, agents, employees, contractors, invitees, tenants and common law invitees, licensees or Permittee's successors and assigns, by reason of the maintenance, operation or use of said pedestrian skybridge, 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, by reason of this ordinance, or by reason of the Permittee, its successors or assigns, failing or refusing to strictly comply with each and every provision of this ordinance, or if any such claim is filed, instituted or begun against the City, the Permittee, its successors or assigns, shall, upon notice thereof from the City, defend the name at its or their sole cost and expense, and in any judgment shall be rendered against the City in any suit or action, the Permittee, its successors or assigns, shall fully satisfy judgment within ninety (90) days after such action or suit shall have been finally determined, if determined adversely to the City. Provided that if it is determined in favor of competent jurisdiction that RCW 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of:

(a) the City, its agents, contractors or employees; and,

(b) the Permittee, its agents, contractors, employees or its successors or assigns, this indemnifying provision shall be void and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, employees or its successors or assigns.

Section 11. For as long as the Permittee exercises permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1 or until discharged by order of the Director as provided in Section 6 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which will protect the City from any and all claims and risks of any loss from perils which can be insured against under general liability insurance contracts and fire insurance contracts, including any extended coverage endorsements hereto which are customarily available from time to time, in conjunction with:

(a) construction, reconstruction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance of any and all portions of the pedestrian skybridge;

(b) Permittee's activity upon or the use as an occupation of the area described in Section 1 of this ordinance, as well as;

(c) any and all claims and risks in connection with and actively performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be a policy of comprehensive commercial general liability of a form acceptable to City Clerk. The City will require insurance coverage to be placed with a company admitted and licensed to conduct business in Washington State, except that if it is infeasible to obtain such a policy, the City may approve an alternate company. Minimum policy limits shall be \$2,000,000 per occurrence and \$4,000,000 annual aggregate each period. Coverage shall specifically name the pedestrian skybridge exposure. Liability coverage shall add by endorsement the City of Seattle, its elected and appointed officers, officials, employees and agents as additional insureds. Coverage shall contain a Separation of Insureds clause indicating essentially that "except with respect to the limits of insurance, and in this coverage part of the first insured insured, this insurance applies as if each insured and separately to each insured against whom claim is made or suit is brought." This City will not accept a certificate of insurance as evidence of current coverage. Within 60 days after the effective date of this ordinance, evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

Whenever in the judgment of the Risk Manager 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 Risk Manager, furnish additional insurance such amounts as may be specified by the Risk Manager.

Section 12. The Permittee shall require that any and all of its contractors performing construction work on the skybridge contemplated by this permit, name the City of Seattle as an additional insured on all policies of public liability insurance, and shall include in all contracts documents entered into hereafter a provision extending construction indemnities and warranties granted to Per-

mittee. Section 16. Permittee shall conduct non-destructive testing of the hangers and/or trusses and their connections every two years and at other times as deemed necessary to ensure the safety of the skybridge; said inspections to be done by a certified testing laboratory hired by Permittee. The results of these inspections shall be submitted to the Seattle Transportation - Roadway Structures Division within thirty (30) days of the completion of the testing.

Section 17. The Permittee shall not discriminate against any employer or applicant for employment in connection with the design, architectural or structural engineering work or the repair, or maintenance of the pedestrian skybridge on the basis of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, age, national origin, or the presence of any sensory, mental or physical handicap unless based upon bona fide occupational qualification. The foregoing commitment shall be implemented as follows:

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

b. The Permittee shall ensure that contractors and subcontractors of the pedestrian skybridge addressed by this Ordinance shall post in conspicuous places available to such employees and applicants for such employment, notices setting forth the provisions of this non-discrimination clause.

c. The Permittee shall ensure that contractors and subcontractors for construction of the pedestrian skybridge addressed by this Ordinance shall furnish to the Director of Human Rights and on such forms as may be provided, a report of the affirmative action taken in complying with this provision and will permit reasonable access to its records for the purposes of determining compliance with this Section. If, upon investigation, the Director of Human Rights finds probable cause to believe that the Permittee has failed to comply with any of the terms of this Section, the Permittee and the Director of Transportation will be so notified in writing. Within ten (10) days of receipt of this notification, the Director of Transportation shall give the Permittee an opportunity to be heard on the matter of compliance with this Section. The Director of Transportation shall designate an advisory officer, who shall consider the matter and make a recommendation to the Director of Transportation. If the Director of Transportation finds that there has been a violation of this Section, he or she may suspend the permission conferred pending full compliance with the terms of this Section.

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

The foregoing paragraphs shall be inserted in any subcontracts for work undertaken hereafter pursuant to this ordinance in connection with the design, architectural or structural engineering work or the repair, or maintenance of the pedestrian skybridge permitted to be maintained hereunder, unless the Director of Human Rights authorizes the use of another capacity of employment opportunity provision.

Section 18. The Permittee shall deliver its written acceptance of the permission conferred by this ordinance and its terms and conditions to the Director of Transportation 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 withdrawn, and the permission extended contingent upon its acceptance, deemed lapsed and forfeited.

Section 19. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor within ten (10) days after publication, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 8th day of October, 2001, and signed by me, upon official authentication of its passage this 8th day of October, 2001.

MARGARET POGELER,
President of the City Council.

Approved by me this 11th day of October, 2001.

PAUL SCHELL,
Mayor.

Filed by me this 15th day of October, 2001.

(Seal) JUDITH E. PIPPIN,
City Clerk.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, October 23, 2001.

10724(13737C2)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

State of Wash
City of Seattle

ORDINANCE 120652

AN ORDINANCE granting Immunes Corporation permission to construct, maintain and operate a pedestrian skybridge over... across the Alaskan Way West right-of-way at West Prospect Street, for a ten (10) year term, renewable for two successive ten-year terms, specifying the conditions under which this permit is granted, and providing for all other reasonable conditions.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subject to terms and conditions of this ordinance, permission is hereby granted to Immunes Corporation, its successors and assigns ("Permittee") to construct, maintain and operate a pedestrian skybridge over and across the Alaskan Way West right-of-way at West Prospect Street. The pedestrian skybridge will span the railroad tracks in Alaskan Way West to provide pedestrian and bicyclist access and egress between Elliott Avenue West and the new Immunes research and technology center and adjacent parking (Myrtle Edwards and Elliott Bay Parks).

Section 2. The permission herein granted to the Permittee, its successors and assigns shall be for a term of ten (10) years, commencing on 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 thirty (30) days before expiration of the term, the City Council may, by resolution, renew the permit for two (2) successive ten (10) year terms, provided further that the total term of the permission as originally granted and thus extended shall not exceed thirty (30) years, subject to the right of The City of Seattle ("City") by ordinance to then revise any of the terms and conditions contained herein. Notwithstanding the foregoing, in the event that the Permittee has made timely application for renewal or extension of the permit in accordance with this section and the City has not taken the necessary action to renew or extend the permit prior to the expiration of the term, or a renewal term, the permit shall be deemed extended until such time as the City takes action on such permit application. The Director of Transportation ("Director") shall not require removal of the pedestrian skybridge pursuant to Section 6 of this ordinance without written notice to the Permittee.

Section 3. The permission is hereby subject to any protection, support or relocation of existing utilities at the time of construction of the pedestrian skybridge that are deemed necessary by the owner of the utility and shall be done at Permittee's expense with the Permittee being responsible for any subsequent damage to the utilities due to construction of the pedestrian skybridge.

Section 4. The permit granted hereby is subject to primary and secondary use by the public for travel and utility purposes, and the City expressly reserves the right to require the Permittee to remove the pedestrian skybridge at Permittee's sole cost and expense in the event that:

(a) The City Council determines, by ordinance, that the space occupied by the pedestrian skybridge is necessary for any primary or secondary public use or benefit, or that the pedestrian skybridge interferes with any primary or secondary public use or benefit; or

(b) The Director of Transportation ("Director") determines that any term or condition of this ordinance has been violated, and such violation has not been corrected by the Permittee after notice of violation has been given by the City and the Permittee has had sixty (60) days thereafter to correct the violation.

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

Section 5. The pedestrian skybridge shall be open for public use between the hours of 6:00 a.m. to 11:00 p.m. each day; provided, that these hours of operation may be adjusted for good cause by written agreement between Permittee and the Director of Transportation.

Section 6. In the event that the permit is not renewed, or the permission hereby granted extends to its termination in thirty (30) years, or the City orders removal of the pedestrian skybridge pursuant to the terms of this ordinance, then within ninety (90) days after issuance of the necessary street use permit(s) for removal pursuant to such expiration, termination or order of removal, or prior to the date stated in an "Order to Remove" as the case may be, the Permittee shall remove the pedestrian skybridge and shall place all portions of the street that may have been disturbed for any part of the skybridge, in as good condition for public use as they were prior to construction, and in at least as good condition in all respects as the abutting portions thereof. The Director may extend the time for removal if necessary in order for the Permittee to obtain approvals for removal from entities or agencies with jurisdiction. Upon removal of the skybridge pursuant to this section, the Director shall issue a certificate designating the Permittee from responsibility under this ordinance for occurrences after the date of such discharge.

Section 7. Except in instances of routine maintenance and repairs, the Permittee shall commence reconstruction, relocation, readjustment or repair of the pedestrian skybridge under the supervision of, and in strict accordance with plans and specifications approved by the Director. The Director in his/her judgment may order such reconstruction, relocation, readjustment or repair of the pedestrian skybridge at the Permittee's cost and expense because of the deterioration or unsafe condition of the skybridge, grade separations, or the installation, construction, reconstruction, maintenance, operation or repair of any and all municipally owned public utilities, or for any other cause. As an alternative to reconstruction, relocation, readjustment or repair, the Permittee may remove the skybridge in its entirety.

operation, or use of a maintenance skybridge, or any other structure, by reason of anything that has been done, or may at any time be done, by the Permittee, its successors or assigns, by reason of this ordinance, or by reason of the Permittee, its successors or assigns, failing or refusing to strictly comply with each and every provision of this ordinance and if any such claim is 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 cases 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. Provided that if it is determined by a court of competent jurisdiction that RCW 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or result from the concurrent negligence of:

(a) the City, its agents, contractors or employees; and,

(b) the Permittee, its agents, contractors, employees or assigns, the indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permittee or the Permittee's agents, contractors, employees or assigns.

Section 11. For as long as the Permittee, its successors or assigns, shall exercise permission granted by this ordinance and until the pedestrian skybridge is entirely removed from its location as described in Section 1 or until discharged by order of the Director as provided in Section 6 of this ordinance, the Permittee shall obtain and maintain in full force and effect, at its own expense, insurance policies which fully protect the City from any all claims and risks of any loss from perils which can be insured against under general liability insurance contracts and fire insurance contracts, including any extended coverage endorsements thereto which are customarily available from time to time, in conjunction with:

(a) construction, reconstruction, operation, maintenance, use or existence of the pedestrian skybridge permitted by this ordinance and of any and all portions of the pedestrian skybridge;

(b) Permittee's activity upon or the use or occupation of the area described in Section 1 of this ordinance, as well as

(c) any and all claims and risks in connection with and activity performed by the Permittee by virtue of the permission granted by this ordinance.

Minimum insurance requirements shall be a policy of comprehensive coverage to be placed with a company licensed to do business in Washington State, except that if it is inadvisable to obtain such a policy, the City may approve an alternative company. Minimum policy limits shall be \$2,000,000 per occurrence and \$4,000,000 annual aggregate each period. Coverage shall specifically name the pedestrian skybridge and its exposure. Liability coverage shall add by endorsement the City of Seattle, its elected and appointed officers, officials, employees and agents as additional insureds. Coverage shall contain a Severability of Insureds clause indicating essentially that "except with respect to the limits of insurance, and any rights or obligations specifically assigned in this coverage part of the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought." The City will not accept a certificate of insurance as evidence of current coverage. Within 60 days after the effective date of this ordinance, evidence of current coverage shall be submitted to the City in the form of a photocopy of the insurance policy declaration page, indicating all endorsements attached thereto, and is a condition to the validity of this permit.

Whenever in the judgment of the Risk Manager 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 Risk Manager, furnish additional insurance in such amounts as may be specified by the Risk Manager.

Section 12. The Permittee shall require that any and all of its contractors performing construction work on the skybridge contemplated by this permit, name the City of Seattle as an additional insured on all policies of public liability insurance, and shall include in all contract documents entered into hereafter a provision extending construction indemnities and warranties granted to Permittee to the City as well.

Section 13. Within sixty (60) days after the effective date of this ordinance the Permittee shall deliver to the Director of Transportation for filing with the City Clerk a good and sufficient bond in the sum of Fifty Thousand Dollars (\$50,000.00), executed by a surety company authorized and permitted to do business in the State of Washington, conditioned that the Permittee will comply with each and every provision of this ordinance and with each and every order of the Director pursuant thereto; provided, that if the Mayor of the City of Seattle in his/her reasonable judgment shall deem any bond or bonds filed to be insufficient and demand a new or additional bond, the Permittee shall furnish a new or additional bond in such amount as the Mayor may specify to be reasonably necessary to fully protect the City. Said bond shall remain in effect until such time as the pedestrian skybridge is entirely removed from its location as described in Section 1, or until discharged by order of the Director as provided in Section 6 of this ordinance.

Section 14. The Permittee, its successors and assigns shall not assign or transfer any privileges conferred by this ordinance without the consent of the City Council by resolution. Notwithstanding anything contained herein to the contrary, consent of the City Council shall not be required for any transfer or assignment of the privileges conferred by this ordinance to an affiliate or to a successor by reason of Permittee's merger, sale of all or substantially all of its assets, or other form of acquisition, or by way of mortgage, pledge or encumbrance, or by way of foreclosure or deed in lieu of foreclosure of any mortgage, pledge or encumbrance. If permission is granted, the assignee or transferee shall be bound by all terms and conditions of this ordinance.

Section 15. The Permittee, its successors and assigns, shall pay to The City of Seattle such amounts as may be justly chargeable by said City as costs of inspection of said pedestrian skybridge during construction, reconstruction, repair, annual structural inspections, and at other times deemed necessary to ensure the safety of the skybridge, and the direction of the Director of Trans-

portation taken in implementing the provision herein, the Permittee shall be responsible for the costs of the inspection. In the event of a violation of this ordinance, the Director of Transportation shall have the right to suspend the permit. In the event of a violation of this ordinance, the Director of Transportation shall have the right to suspend the permit. In the event of a violation of this ordinance, the Director of Transportation shall have the right to suspend the permit.

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

The foregoing paragraphs shall be inserted in any subcontracts for work undertaken hereunder pursuant to this ordinance in connection with the design, architectural or structural engineering work or the repair or maintenance of the pedestrian skybridge permitted to be maintained hereunder, unless the Director of Human Rights authorizes the use of another equity of employment opportunity provision.

The Permittee shall deliver its written acceptance of the permission conferred by this ordinance and its terms and conditions to the Director of Transportation 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, abandoned, and the permission extended contingent upon its acceptance, deemed lapsed and forfeited.

Section 19. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 8th day of October 2001, and signed by me, Mayor, in authentication of its passage this 8th day of October, 2001.

MARGARET PAOLELLO,
President of the City Council.

Approved by me this 11th day of October, 2001.

SAUL SCHELL,
Mayor.

Filed by me this 16th day of October, 2001.

(Seal) JUDITH E. PIPPIN,
City Clerk.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, October 24, 2001. 10724(137373C1)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

FILED
CITY OF SEATTLE

ORDINANCE BOND

Ord. 120552

Bond #929195975

03 MAR 12 AM 11:53
KNOW ALL BY THESE PRESENTS:

That we, CITY CLERK
Immunex Corporation, as Principal, hereinafter referred to as "Principal, and,
Continental Casualty Company(Surety), an Illinois corporation, authorized to do general surety business in the State
of Washington, as Surety, hereinafter referred to as "Surety", are held and firmly bound unto The City of Seattle, a
municipal corporation of the State of Washington, as Oblige, hereinafter referred to as "Obligee", in the amount of
Fifty Thousand and NO/100 Dollars (\$50,000), lawful money of the United States of America, for the payment of
which sum, well and truly to be made, we bind ourselves, our heirs, executor, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, by Ordinance 120552, hereinafter referred to as the "Ordinance", the Oblige granted Principal
permission to construct, maintain and operate a pedestrian skybridge over and across the Alaskan Way West right-
of-way at West Prospect Street in the City of Seattle, Washington, subject to certain conditions, which Ordinance is
hereby incorporated by this reference; and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal complies with
each and every provision of the Ordinance, with each and every order issued pursuant thereto by the Mayor or
Director of Transportation of The City of Seattle, and with applicable provisions of the Seattle Municipal Codes,
including, but not limited to Chs. 15.64 and 15.76, then this obligation shall be void; otherwise it shall remain in full
force and effect.

PROVIDED, HOWEVR, That:

1. The aggregate liability of the Surety under this bond shall in no event exceed the amount
stated above or as subsequently modified; and
2. Surety shall give to Principal and to Oblige's Director of Transportation of such official's
functional successor at the Municipal Building, 600 Fourth Ave., Seattle, WA 98104 or
such other address as may be specified by Oblige in a notice to Surety not less than sixty
(60) days' prior written notice by Certified Mail, Return Receipt Requested, of the effective
date of the expiration or cancellation of the bond; and
3. Principal must provide Oblige with a replacement bond, acceptable to Oblige, within
(30) thirty days after Oblige's receipt of any notice of bond expiration or cancellation provided as specified in
Condition 2; and
4. If Principal fails to provide the replacement bond as specified in Condition 3, above, such failure shall
constitute a failure to satisfy the conditions of Ordinance 120355 and a default under this bond, for which the
Obligee may make a claim and Surety shall be obligated to make immediate payment under this bond or
otherwise cure the default; and
5. The venue for any action arising out of or in connection with this bond shall be in King
County, Washington.

Signed, Sealed and dated this 13th day of January, 2003.

**APPROVED AS TO FORM AND
SUFFICIENCY OF SURETY**

**THOMAS A. CARR
CITY ATTORNEY**

Kevin Raymond

2/27/03 ASSISTANT

DATE

Immunex Corporation
51 University St.
Seattle, Washington 98101-2936

Continental Casualty Comany

VAD

By: *Stephen Schöck*
Stephen Schöck, Treasurer

By: *B.A. Matson*
B.A. Matson, Attorney-in-Fact

By: *Richard Nanula*
Richard Nanula, V.P., CFO and Treasurer

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On JAN 13 2003 before me, Kristine Mendez, Notary Public

personally appeared B.A. Matson

personally known to me - OR -

proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kristine Mendez
SIGNATURE OF NOTARY

Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER

CORPORATE OFFICER

Title(s) _____

Title(s) _____

PARTNER(S) LIMITED GENERAL

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: _____

OTHER: _____

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint Christina Turman, Victoria Voorhees, B. A. Matson, Individually

of Los Angeles, California

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 14th day of April, 1998



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Marvin J. Cashion

Marvin J. Cashion Group Vice President

State of Illinois, County of Cook, ss:

On this 14th day of April, 1998, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Mary Jo Abel

My Commission Expires March 6, 2000

Mary Jo Abel Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this JAN 13 2003 day of _____



CONTINENTAL CASUALTY COMPANY
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

Mary A. Ribikawskis

Mary A. Ribikawskis, Assistant Secretary
Ribikawskis

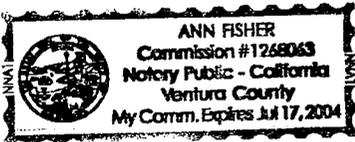
NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Ventura } ss.
 On January 17, 2003, before me, Ann Fisher, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Steven Schoch
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Ann Fisher
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): Vice President, Finance
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: _____



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

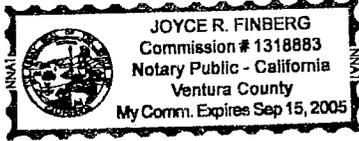
State of California

County of Ventura

On February 26, 2003 before me, Joyce R. Finberg, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard Namula
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity ~~(ies)~~, and that by his/~~her~~/their signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Joyce R. Finberg
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Ordinance Bond

Document Date: N/A Number of Pages: _____

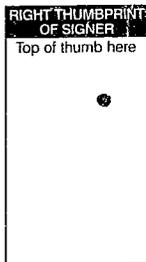
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Namula

- Individual
- Corporate Officer
 Title(s): V.P. CFO and Treasurer
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:
Amgen



Signer's Name: _____

- Individual
- Corporate Officer
 Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing:



NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.