

## Legislation Text

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**File #:** 140606, **Version:** 0

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Authorizing Brandywine Cira South L.P. to construct, own and maintain various right-of-way encroachments at 2930 Chestnut Street, all under certain terms and conditions.

WHEREAS, Brandywine Cira South L.P. located at 2929 Arch Street, Philadelphia, PA 19104 is the owner and developer of three structures at 2930 Chestnut Street, Philadelphia, PA, including a multi-story parking garage, a residential tower fronting along Chestnut Street, and a multi-story mixed-used tower fronting along Walnut Street (“Walnut Street Tower”); and

WHEREAS, Brandywine Cira South L.P. is currently undergoing construction for the Walnut Street Tower; and

WHEREAS, Brandywine Cira South L.P. has requested permission to construct, own and maintain various encroachments along Walnut Street in support of the Walnut Street Tower; now, therefore

*THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:*

SECTION 1. Permission is hereby granted to Brandywine Cira South L.P., its successors and assigns, and therefore is hereby authorized to construct, own and maintain various right-of-way encroachments (“Encroachments”) appurtenant to 2930 Chestnut Street and fronting along Walnut Street in support of the Walnut Street Tower as follows:

Structural Sidewalk:

For public access to the building (the Walnut Street Tower) necessary to meet the existing bridge deck and projecting onto the right-of-way by approximately 11 feet in width and 230 feet in length.

Stairway:

For public access to the building (the Walnut Street Tower) and projecting onto the right-of-way by 11 feet in width and 50 feet in length leaving 12 feet of clearance for pedestrian traffic.

Planters:

Three (3) separate planters shall be placed along Walnut Street. The first will be located along the east end of Walnut Street site frontage at a maximum dimension of approximately 22 feet in length and 33 feet in width, and projecting approximately 11 feet onto the right-of-way, leaving over 12 feet of clearance for pedestrian traffic. The second planter shall be along the center of Walnut Street site frontage at a maximum dimension of 92 feet in length and 20 feet in width and projecting approximately 3 feet onto the right-of-way, leaving over 12 feet of clearance for pedestrian traffic. The third planter shall be along the west end of the Walnut Street site frontage at a maximum dimension of 22 feet in length and 22 feet in width and projecting approximately 7 feet onto the right-of-way, leaving over 12 feet of clearance for pedestrian traffic.

SECTION 2. The construction, use and maintenance of the Encroachments described and listed in Section 1 shall be in accordance with the laws, rules and regulations of the City of Philadelphia, and specifically those of the Department of Licenses and Inspections, the Department of Streets and the Art Commission, provided that the Department of Streets, in its sole, unreviewable discretion, may allow minor variations of the dimension limits of Section 1, within standard tolerances of current engineering practice.

SECTION 3. Before exercising any rights or privileges under this Ordinance, Brandywine Cira South L.P. must first obtain or have its contractor(s) obtain all required permits, licenses and approvals from all appropriate departments, boards, agencies or commissions. No such department, board, agency or commission shall be required to issue any such permit, license or approval solely because this Ordinance has been enacted, it being the express intent of this Ordinance not to supersede any other provision of law governing the issuance of such permits, licenses or approvals. In addition, before exercising any rights and privileges under this Ordinance, Brandywine Cira South L.P. shall enter into an agreement (“Agreement”) with the appropriate City department or departments, satisfactory to the City Solicitor, to provide that Brandywine Cira South L.P. *inter alia*:

(a) agrees that upon one hundred and eighty (180) days notice from the City, it shall remove the various Encroachments without cost or expense to the City and shall remove the various Encroachments at no cost and expense to the City of Philadelphia when given written notice to do so by the City of Philadelphia to accommodate a municipal or municipal sponsored construction project;

(b) shall secure all necessary permits, licenses and approvals from all appropriate departments, agencies, boards or commissions of the City as may be required by regulation or law. No such department, board, agency or commission shall be required to issue any such permit, license or approval solely because this Ordinance has been enacted;

(c) shall assume the costs of all changes and adjustments to, and relocation or abandonment of City utilities and City structures wherever located as may be necessary by the reason of the Encroachments;

(d) shall carry public liability and property damage insurance, co-naming the City of Philadelphia as an insured party, in such amounts as shall be satisfactory to the City Solicitor, or in lieu thereof, submit documentation in form and content acceptable to the City that Brandywine Cira South L.P. is self-insured and is providing the City of Philadelphia the same coverage and benefits had the insurance requirements been satisfied by an insurance carrier authorized to do business in the Commonwealth of Pennsylvania;

(e) shall insure that all construction contractors for the various Encroachments carry public liability and property damage insurance, naming the City of Philadelphia as an insured party in such amounts as shall be reasonably satisfactory to the City Solicitor;

(f) shall give the City and all public utility companies the right-of-access, ingress and egress for the purpose of inspection, maintenance, alteration, relocation or reconstruction of any of their respective facilities which may lie within the public footway adjacent to the Encroachments described in Section 1; and

(g) furnish the City with either a bond with corporate surety in an amount required by the Department of Streets and in a form satisfactory to the City Solicitor to insure the compliance with all the terms and conditions of this Ordinance and the Agreement, and to protect and indemnify the City from and against all damages or claims for damages which may arise directly or indirectly as a result of the construction, maintenance or use of the Encroachments described in Section 1 or their removal, or in lieu thereof, submit documentation in a form and

content acceptable to the City that Brandywine Cira South L.P. self-assumes liabilities and obligations normally covered by Surety Bond.

SECTION 4. The City Solicitor shall include in the Agreement such other terms and conditions as shall be deemed necessary to protect the interests of the City.

SECTION 5. The permission granted to Brandywine Cira South L.P. to construct, own and maintain the Encroachments described in Section 1 shall expire without any further action by the City of Philadelphia if Brandywine Cira South L.P. has not entered into an Agreement and satisfied all requirements of the Agreement that are listed in Section 3 of this Ordinance within one (1) year after this Ordinance becomes law.

SECTION 6. This Ordinance shall not become effective unless the sum of two hundred dollars (\$200.00), toward costs thereof, is paid into the City Treasury within one-hundred and twenty (120) days after the date this Ordinance becomes law.