



# A VIEW THAT DESERVES TO BE SHARED—SAFELY ---

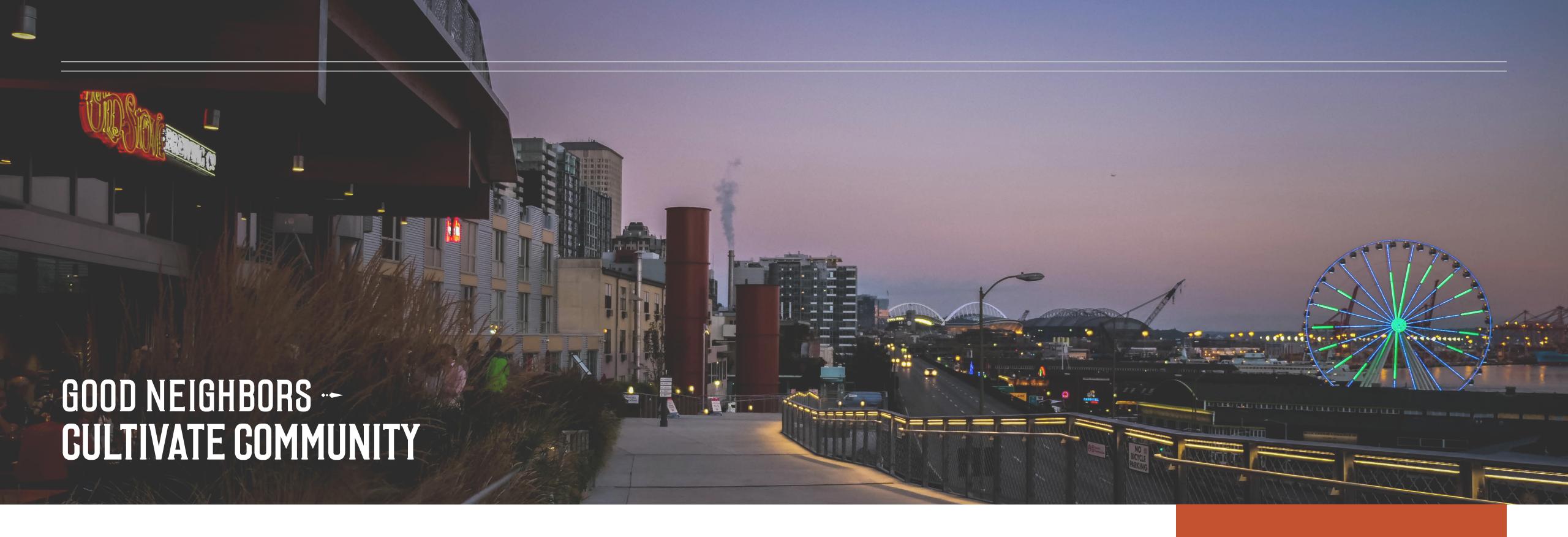
Our world today looks much different than it did last year, let alone three months ago or even last week. While our communities, health and safety guidelines, and a laundry-list of activities we safely can or cannot partake in are dynamically changing every day, a few bare necessities remain: **Safety.**Fresh Air. Community.

### FRESH AIR IS ALWAYS OPEN

Now more than ever, our community needs a safe outlet to cope, to celebrate, to move forward and to band together, while at safe distances. Science shows us that spending time outside can serve as a source of consolation and calmness when weathering even the toughest of storms. Old Stove Brewing Co. can safely provide this for our citizens and visitors while implementing public health guidelines to mitigate the risk of COVID-19 and other harmful diseases.



BY WORKING TOGETHER, THE CITY OF SEATTLE,
PIKE PLACE MARKET AND OLD STOVE HAVE A
UNIQUE OPPORTUNITY TO SHARE THIS PUBLIC
ASSET WITH SEATTLE BY EXPANDING THE
USE OF THIS PIKE PLACE MARKET SPACE THIS
SUMMER AND FALL.



BEING A GOOD NEIGHBOR MEANS
CULTIVATING COMMUNITY—RIGHT HERE
ON SEATTLE'S FRONT PORCH.

### PIKE PLACE MARKET & OLD STOVE BREWERY

Located in the MarketFront space of Seattle's historic Pike Place Market, Old Stove Brewing Co.'s premium location offers craft-beer enthusiasts and foodies alike a one-of-a-kind gathering place, boasting Seattle's spectacular cityscape and waterfront views of the expansive Elliott Bay. For over 100 years, Pike Place Market has been a strong piece of Seattle's history—a neighborhood in itself for locals and a must-visit destination for tourists.

### FOREVER GOOD NEIGHBORS

Trips to Pike Place Market might look different for the foreseeable future, but Old Stove Brewing Co.'s promise to be a good neighbor remains strong. To us, that means strengthening our commitment to providing a sense of community.

- Being a good neighbor means welcoming folks of all backgrounds to gather and connect at a safe distance.
- It's helping re-activate Pike Place Market and supporting our fellow Market businesses.
- It's utilizing our space to create opportunity for employees and guests while following State of Washington, City of Seattle and CDC guidance for health and safety.
- And it's opening up our space for people to safely bask in the sunshine and enjoy views of the bay.

# HERE'S WHAT WE'RE GOING TO DO ~~

Old Stove Brewing Co. has an exciting opportunity to expand into the outdoor area next to our current space—allowing more folks the chance to safely reap the benefits of spending time outdoors and re-connecting with their fellow neighbors, at a safe distance.

The MarketFront's ample outdoor space paired with our use of technology, modern sanitation methods and strict safety standards make this outdoor space the opportune location for a safe gathering space in Seattle.

## ABOUT THE SPACE

- Award-winning space designed by architect David Miller, founding partner of The Miller Hull Partnership
- The MarketFront / Pike Place Market is a \$75-million investment for the people of Seattle, by the community of Seattle
- Unique, open-air outdoor space and breathtaking view
- Celebrated public asset
- Perfect for opening safe spaces for community post-COVID



## EXPANSION PLAN --

Our team has devised a well-thought-out expansion plan to promote the health and safety of our patrons, employees and community while still allowing folks to enjoy the fresh air and beauty our space has to offer.

# OLD STOVE SAFETY PLAN HIGHLIGHTS ~~

- Parties of 5 of fewer
- Safe distances, processes & procedures implemented in all areas
- Digital and single-use menus and condiments
- Hand sanitizer stations for all employees
   & patrons at entry points
- Guests will be required to wear face cloth or masks when not seated
- Following required safety standards and procedures for employees



# ABOUT OLD STOVE BREWING --

- Co-founded by Chris Moore and Brian Stan in 2014
- Began work on the MarketFront design with the Market and Miller Hull architects in 2013
- Opened first location in the Pike Place Market in April, 2016
- Relocated as the Anchor tenant in the MarketFront in 2017
- Old Stove Brewing epitomizes the Market's
   *Meet the Producer* vision by producing and
   serving award-winning craft beer made onsite
- Named Seattle Magazine's *Best Brewery Taproom* of 2018
- Committed to historic building renovation and public service *The Mill at Vicksburg* www.vicksburgmill.com





## Depiction of Deck Area

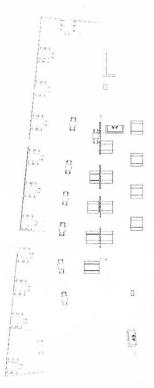
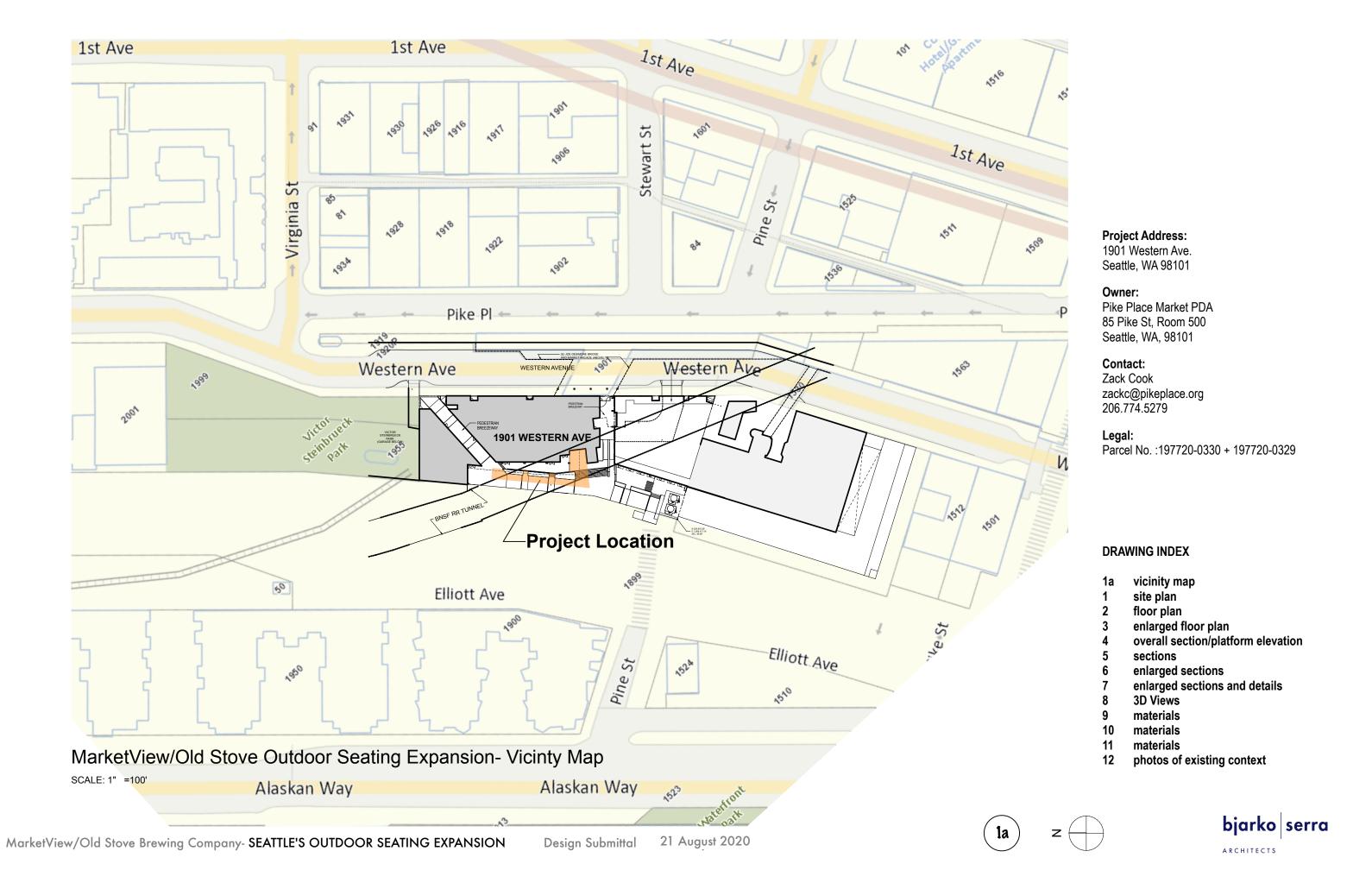


Exhibit A





July 27, 2020

**Pike Place Market Historical Commission** 700 5<sup>th</sup> Avenue, Suite 1700 Seattle, WA 98124

## <u>DESCRIPTION OF WORK- OUTDOOR SEATING EXPANSION FOR</u> <u>MARKETVIEW/OLD STOVE BREWING COMPANY: MarketFront, 1901 Western</u> Ave.

We request approval for the proposed outdoor seating expansion per the attached drawings.

The expansion will reduce the overlook walk-way by 50% (8'-6" from 17 ft.) and encompasses a portion of the existing stair and landing.

The design incorporates picnic tables(modified to accommodate slope at ramps) and roped barriers.

The roped barriers with satin stainless stanchions will provide the required demarcation of the space as well as satisfy the requirements of the WSLCB. The stanchions will be freestanding.

The proposed design includes 17 tables[(2) 2-tops and (15) 5 tops] built-in benches. Some of the tables will incorporate tilting umbrellas to provide shade.

A description of the materials follows:

### Barriers:

- Stanchions-satin stainless
- 2. **Bases**-satin stainless.
- 3. Nautical Rope-1 ½" dia. hemp rope with end clips

### Tables:

- 4. Picnic Tables
  - a. Sizes 72" x ±60" including built-in benches.
  - b. Sealed southern yellow pine
- **5. Umbrellas-**9' dia. Fabric umbrella(red) with crank/tilt steel pole(black)





MarketView/Old Stove Outdoor Seating Expansion-Floor Plan

SCALE: 3/32" = 1'-0"

2





Phase 2-Outdoor Seating(aerial view from NW)



Phase 2-Outdoor Seating(view from NW)

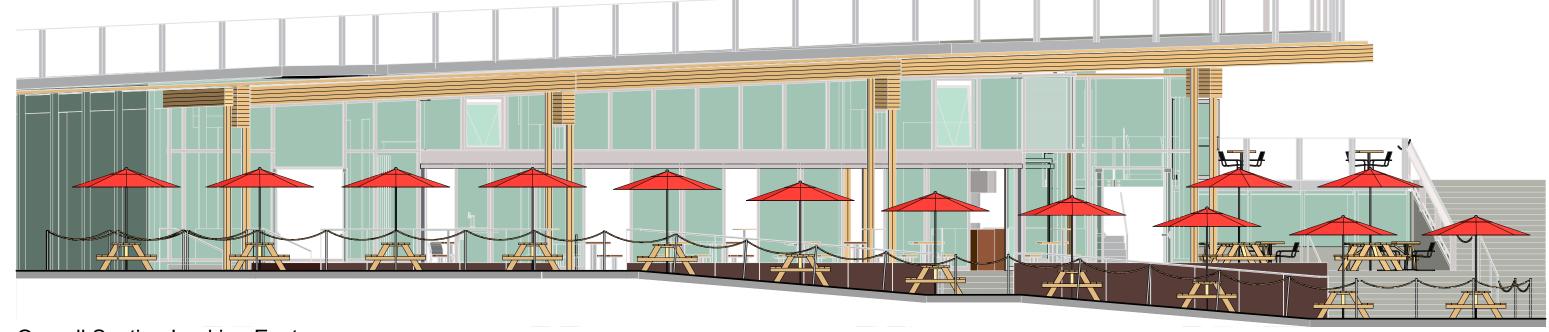


Phase 2-Outdoor Seating(aerial view from SW)



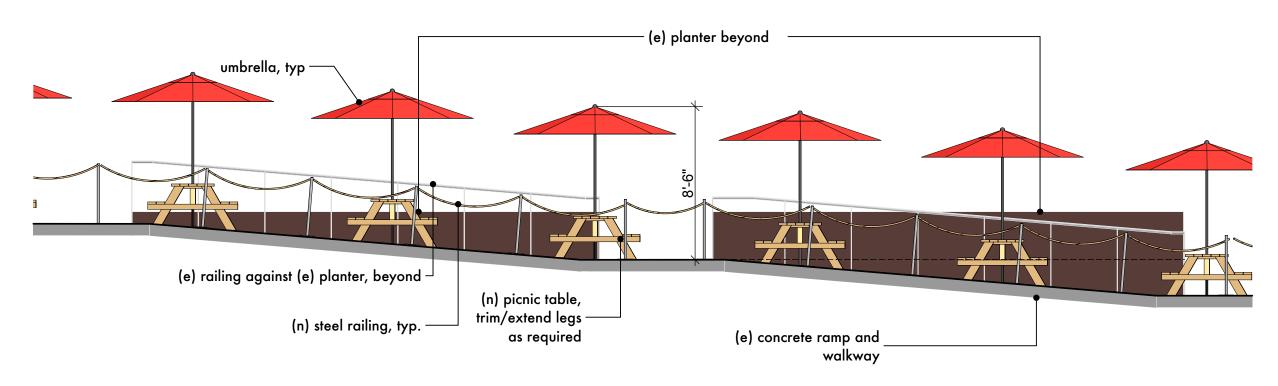
Phase 2-Outdoor Seating(view from SW)





### Overall Section Looking East

SCALE: 1/8" = 1'-0"



### **Elevation Looking East**

SCALE: 3/16" = 1'-0"

4



**Stanchion Rope** 1 1/2" Hemp Stanchion Rope

**Stanchions**Satin Stainless Posts and Base

**Umbrellas**California Umbrella 9 ft. Aluminum Push
Button Tilt Sunbrella Market Umbrella







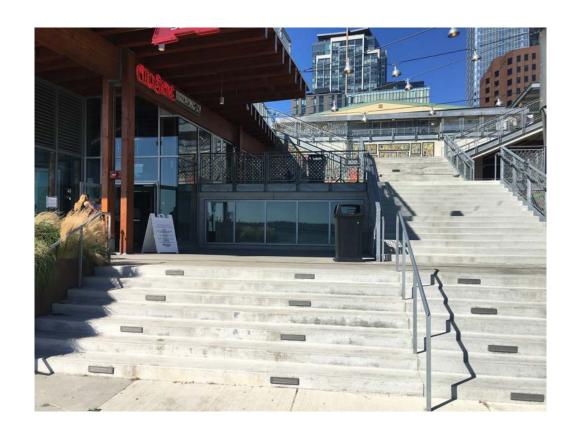
View from North



View from South



View from Northwest



View to Stairs

#### July 272020

Marshall Foster, Executive Director Office of the Waterfront and Civic Projects City of Seattle 800 Fifth Avenue, Suite 3100 Seattle, WA 98124

Re: Letter Agreement regarding the Perpetual Easement for Public Access (the "<u>Easement</u>") dated July 2, 2015 and entered into by the Pike Place Market Preservation and Development Authority ("<u>Authority"</u>) as Grantor and the City of Seattle ("<u>City</u>") as Grantee.

Dear Mr. Foster,

As you are aware, pursuant to the above-referenced Easement, the Authority previously granted and conveyed to the City rights of public access over certain areas of the Authority's property (the "Public Access Area") for pedestrian and wheelchair travel, as described more particularly in the Easement. The Authority intends to reserve a portion of the Public Access Area for the temporary use and occupancy by the Authority and one or more of its tenants to accommodate demand for additional outdoor eating space due to the public health restrictions associated with COVID-19, subject to the City's consent and the terms and conditions contained in this letter agreement ("Agreement"). Capitalized terms not defined herein shall have the meanings given to them in the Easement.

- Temporary Use Bight. The Authority and one or more of its tenants shall have the right to improve, use and occupy the portion of the Public Access Area comprised of the deck and adjacent areas depicted on Exhibit A of this Agreement (the "Deck Area") for purposes of serving food and alcohol to their guests, customers, and invitees (the "Temporary Use"). The Temporary Use shall commence as of July 1, 2020 and shall terminate at 11:59 P.M. Pacific Time on December 31, 2020 (the "Temporary Use Period").
- Operations. During the Temporary Use Period, the Authority and one or more of its tenants shall have the right, but not the obligation, to operate the Deck Area seven days per week, for the number of hours per day that are consistent with such parties' respective normal business operations.
- 3. Improvements. The Temporary Use shall include the right to improve the Deck Area with non-permanent signage, landscaping, furniture, platforms, guardrails, heating devices, and other equipment or features necessary for the Temporary Use and normal business operations. Such improvements to and use of the Deck Area shall comply with all governmental rules, regulations, ordinances and laws applicable to the Deck Area. The Authority or its tenants shall be responsible for obtaining all licenses and permits necessary for the use of the Deck Area.
- Maintenance: Compliance with Easement. During the Temporary Use Period, the Authority and its tenants shall operate and maintain the Deck Area in a safe, clean, and sanitary condition, and

in compliance with applicable public health agency guidelines and procedures regarding COVID-19; to promptly make any necessary repairs; to not allow permanent obstructions or debric remain in the Public Access Area adjacent to the Deck Area; to not cause or permit any structure or condition adjacent to the Deck Area that could be hazardous to persons using the Public Access Area; and to otherwise comply with all terms and conditions of the Easement with respect to the Deck Area.

- 5. Public Access. During the Temporary Use Period, the public shall continue to have free, open, and continuous pedestrian and wheelchair access to and through the portions of the Public Access Area not occupied by the Authority or its tenants pursuant to this Agreement and as depicted on Exhibit A. Notwithstanding the foregoing sentence, the Authority or its tenants shall have the right to limit or exclude pedestrian and wheelchair access to or in the Deck Area to the extent required by applicable laws and as necessary for the Authority or its tenants' normal business operations.
- Modifications. This Agreement may not be amended except in a written agreement signed by an authorized officer of the City and the Authority.

If the City is in agreement with the foregoing terms and conditions, please so indicate by signing where indicated below and deliver an executed copy of this Agreement to the undersigned. This Agreement may be executed by electronic signature (including the use of DocuSign), which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Upon the mutual execution of this Agreement, the Authority and City acknowledge that the Easement will be deemed modified as set forth in this Agreement. The persons signing on behalf of the Authority and City each represent and warrant that they are authorized to sign and bind such party to the terms of this Agreement.

Very truly yours,

Mary Bacarella, Executive Director

Pike Place Market Preservation and Development Authority

Date: 7/27/20

ACCEPTED AND AGREED TO:

City of Seattle,
a Washington municipal corporation

By:

Name: MARSHALL PORTER, City of Seattle Department of WATER FRONT AND

Name: MATCHER City of Seattle Department of WITTERFORM THE CAVIC PROPERTS.

Date: +12/120

Marshall Foster, Executive Director Office of the Waterfront and Civic Projects City of Seattle 800 Fifth Avenue, Suite 3100 Seattle, WA 98124

> Re: Amendment ("Amendment") to Letter Agreement regarding the Perpetual Easement for Public Access dated July 27, 2020 and entered into by the Pike Place Market Preservation and Development Authority ("Authority") and the City of Seattle ("City").

Dear Mr. Foster,

As you are aware, the Authority and City previously entered into the above-referenced Letter Agreement in which the City consented to the Authority's temporary use and occupancy of a portion of the Public Access Area to accommodate demand for additional outdoor eating space due to public health restrictions associated with COVID-19. The Authority desires to amend the Letter Agreement to extend the Temporary Use Period from its original expiration date of December 31, 2020 to June 30, 2021, on the same terms and conditions set forth in the Letter Agreement.

If the City is in agreement with such extension of the Temporary Use Period to June 30, 2021 on the terms and conditions discussed above, please so indicate by signing where indicated below and deliver an executed copy of this Amendment to the undersigned. This Amendment may be executed by electronic signature (including the use of DocuSign), which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Upon the mutual execution of this Amendment, the Authority and City acknowledge that the Letter Agreement will be deemed modified as set forth in this Amendment. Capitalized terms not defined herein shall have the meanings given to them in the Letter Agreement. The persons signing on behalf of the Authority and City each represent and warrant that they are authorized to sign and bind such party to the terms of this Amendment.

Very truly yours,

Mary Bacarella, Executive Director

Pike Place Market Preservation and Development Authority

Date: 1/8/2

| City of Seattle Office of the Waterfront and Civic Projects |  |
|---|--|
| January 8_, 2021  |  |
| Page 2  |  |

#### ACCEPTED AND AGREED TO:

City of Seattle, a Washington municipal corporation

By: MARSIAN FOSTS

FORTH, City of Seattle Department of WITTERFULT & CIVIC PROTEETS

Title: 1/2/2021