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A MOTION authorizing the County Executive to enter into a contract with the CITY OF SEATTLE for a franchise to lay down, construct, maintain and operate a Sewer main

WHEREAS, the CITY OF SEATTLE has properly filed an application for a franchise to lay down, construct, maintain and operate a sewer main, and

WHEREAS, the application has been referred to the County Executive for investigation of the feasibility thereof and the checking of the plans and description of the location thereof, and

WHEREAS, the County Executive has filed a report with the Council attesting to such investigation, and

WHEREAS, the County Executive has recommended approval of said franchise,

NOW THEREFORE, BE IT MOVED by the Council of King County;

The County Executive is hereby authorized to enter into and execute the attached sewers-system franchise contract which, by this reference, is incorporated herein as part of the Motion. Said franchise includes name of applicant, term of franchise, location and nature of franchise.

If, within thirty (30) days after the granting of this franchise the applicant shall have failed to sign the incorporated written acceptance hereof, then the herein granted rights and privileges shall be deemed forfeited and said franchise shall be declared null and void

PASSED this 11th day of December, 1972

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Mary J. Owen
Chairman

ATTEST:

Lee Kraft
Administrator-Clerk of the Council

In the matter of the application of

CITY OF SEATTLE
to lay down, construct, maintain
and operate a sewer system.

KING COUNTY, WASHINGTON, granting franchise rights to CITY OF SEATTLE

for sewer system installation, maintain-

ance and operation:

The application of CITY OF SEATTLE

Grantee, for a franchise to lay down, construct, maintain and operate a sewer system along, under and across county roads, streets, avenues, boulevards, alleys and public places, hereinafter described, having come regularly to be heard on this 11th day of December, 1972, and it having been made to appear to the King County Council, hereinafter called the "Council" that all of the said streets, avenues, boulevards, alleys, public places and public roads and highways lie outside the limits of any incorporated town or city, and that due and legal notice of said application and of the hearing thereon has been given by posting and publication, and in the manner and as required by law; and said Council having considered said application, and being advised in the premises:

COUNTY

NOW, THEREFORE, King County, Washington, pursuant to ^{Motion} ~~Ordinance~~ No. 1027 duly and regularly enacted by its Council on the 11th day of December, 1972, hereby grants to said CITY OF SEATTLE hereinafter called the Grantee, and to its successors and assigns, subject to all the terms and conditions, hereof; for the term of 5 years from the date hereof, the right, privilege, authority and franchise for itself, its successors and assigns, to lay down, construct, maintain and operate a sewer system along; under and across the following county roads, streets, avenues, boulevards, alleys, public places and public roads, together with all necessary equipment of every sort necessary.

The location and nature of the franchise being more particularly described as follows:

The Southerly one-half of S.W. Roxbury St. from the C/L of 4th Ave. S.W. to the East margin of 2nd Ave. S.W.
2nd Ave. S.W. from the Southerly margin of S.W. Roxbury to a point 120' southerly of the C/L of S.W. Roxbury St.

Sewer Franchise
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This franchise is granted upon the following express terms and conditions to-wit:

1. Whenever any of the streets, avenues, alleys, county roads or public places as designated in this franchise, by reason of the subsequent incorporation or extension of same of any city or town within the territory hereinbefore described, shall fall within the City or Town limits, then all the rights, privileges and franchise herein granted shall terminate in respect to said streets, avenues, alleys, county roads and public places so annexed. And in the event the territory covered by this grant shall at any time during the term of this franchise be included within the territory of an incorporated city or town, the authorities of said city or town shall have the right at their discretion to acquire by purchase or condemnation, any or all of such sewers, laterals and equipment, etc., comprising the grantee sewer system, at a price to be based upon the reasonable value of same at that time, without any additional value for the franchise or any unexpired period thereof.
2. The Grantee shall have the right and authority to enter upon the above mentioned streets, avenues, alleys, county roads and public places for the purpose of construction work, making extensions of mains and laterals, connecting same with service pipe from abutting property, repair equipment, maintain and operate said lines.
3. All construction and installation work where crossing county roads, streets or alleys outside of the corporate limits of any incorporated town, to be under the supervision and pass the inspection of the King County Director of Public Works, hereinafter called the "Director."
4. The Grantee, its successors or assigns shall commence construction work under this franchise within six (6) months from and after the date of passage thereof; if, at the end of five (5) years from and after the granting of this franchise, the Grantee, its successors or assigns, shall not have laid, constructed and have in operation upon any of the streets, avenues, alleys, county roads or public places as herein designated, then in that event the rights hereby conferred upon the Grantee shall cease and terminate so far as unoccupied streets, roads, etc., are concerned.
5. The location of sewer pipe, laterals and appurtenances, their depth below surface of ground or grade of any county road, street, avenue, alley or public place, shall be determined and fixed by the Director and before any work is done by the Grantee under this franchise it shall first file with the Director an application for permit to do such work, accompanied by blue prints (permit form and blue prints in triplicate) showing the position and location of all mains, laterals and extensions, sought to be constructed, laid installed or erected at that time, showing their relative position to existing county road, street, alley, right of way or property line upon prints drawn to scale, designating said roads or streets by their names and numbers, showing widths of same, giving outline of local improvements, such as sidewalks, curbs, gutters, shoulders of roadways, ditches, paved roadways, roadways to property lines, turnouts, parking strips, telephones or electric distribution poles, water pipe lines, etc., as may exist on ground sought to be occupied. The Grantee shall specify the class and type of materials used shown in detail plans, equipment to be used and mode

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of safeguarding and facilitating the public traffic during construction. All such material and equipment shall be of first class of its type and kind and manner of excavation, construction, installation, backfill and temporary structures as traffic turnouts, road obstructions, etc., shall meet with the approval of, pass all requirements of and be constructed under the supervision of the Director. The said Grantee shall pay to the County all costs of and expenses incurred in the examination, inspection and supervision of such work, on account of granting of said permit.

6. The Grantee shall leave all streets, avenues, alleys, roads or public places after laying and installing mains and doing construction work making repairs to equipment, etc., in as good and safe condition in all respects as they were in before the commencement of such work by the Grantee its agents or contractors, or when such work has met with the approval of the Director.

In case of any damage to said streets, avenues, alleys, county roads or public places, or to paved or planked roadways, turnouts, gutters, ditches, wood or concrete walks, drain pipes, hand or embankment rails, bridges, trestles, wharves, or landings by the Grantee, the said Grantee agrees to immediately repair said damage at his own sole cost and expense. The Director may at any time do, order and have done any and all work considered necessary to restore to a safe condition any such street, avenue, alley, road or public place left by the Grantee or agents in a condition dangerous to life or property and the Grantee upon demand shall pay to the county all costs of such construction or repair and of doing such work.

7. The Grantee hereby agrees for itself, its successors or assigns, to protect and save harmless King County from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of any faulty construction, defective material or equipment or maintenance, or by the improper occupation of said rights of way, by the said Grantee or by reason of the negligent, improper or faulty manner of safeguarding any excavations, temporary turnouts, of inefficient operation by the Grantee of sewer pipe lines over said streets, avenues, alleys, roads and public places as hereinbefore designated and in case that suit or action is brought against the said King County for damages arising out of or by reason of the above-mentioned causes, the Grantee, its successors, or assigns, will upon notice to it or them of the commencement of said action defend the same at its or their sole cost and expense and in case judgment shall be rendered against King County in suit or action, will fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined, if determined adversely to King County.

The Grantee hereby agrees, for itself, its successors and assigns, to repair any damage to the county roads over which it holds a franchise, and all other county improvements caused by the failure of the Grantee's work during the life of this franchise.

Failure on the part of the Grantee to promptly repair the damaged work upon notice from the Director to do so, shall be warrant for the county to make the necessary repairs and charge same to the Grantee.

Acceptance of the work by the county at the time of completion shall be no defense for avoidance of this covenant.

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It is further provided that the Grantee, its successors or assigns shall have the right to employ its or their own counsel in any cause or action and to give the exclusive management of the defense thereof.

The laying, construction, maintenance and operation of said Grantee's system of sewer pipe, laterals, service pipe, etc., granted under this franchise shall not preclude King County, its accredited agents or its contractors, from blasting, grading or doing other necessary road work contiguous to the said Grantee's pipe lines, provided that the Grantee shall have seventy-two (72) hours notice of said blasting or excavating in order that said Grantee may protect his lines of pipe and property.

If at any time King County, deeming it advisable to improve any of its streets, avenues, alleys, county roads or public places, as hereinbefore designated, by grading or regrading, planking or paving same or altering, changing, repairing or reimproving same, the Grantee upon written notice by King County shall, at his or their own expense, immediately so raise, lower or move his line of pipes to conform to such new grades as may be established or place said pipe in such location or position as shall cause the least interference with any such improvements or work thereon as contemplated by King County and the said County shall in no wise be held liable for any damages to said Grantee that may occur by reason of the county's improvements, repairs or maintenance or by the exercise of any rights so reserved in this section or grant.

If King County shall improve such streets, avenues, alleys, county roads or public places, Grantee shall on written notice by King County, at its own expense, replace such pipe or pipes as may be in or through the improved subgrade of such improvement with pipe or pipes of such material as shall conform to the specifications for the improvements of such streets, avenues, alleys, county roads or public places.

Before any work is performed under this franchise the Grantee shall reference all monuments and markers of every nature relating to subdivisions, plats, highway and all other surveys. The reference points shall be so located that they will not be disturbed during the Grantee's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the Director before placement. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the Director. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee. A complete set of reference notes for monument and other ties shall be filed with the Director.

This grant or privilege shall not be deemed or held to be an exclusive franchise. It shall in no manner prohibit King County from granting other franchise of like nature or franchises for other public utilities over, along, across, under and upon any of the streets, avenues, alleys, roads or public places as herein enumerated, and shall in no wise prevent or prohibit King County using any of said streets, roads, etc., or effect its jurisdiction over them or any part of them, with full power to make all necessary changes, relocations, repairs, maintenance etc., of same as they may deem fit.

- 12. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Grantee and all privileges of the Grantee shall inure to itself, its successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned.
The Grantee hereby agrees, for itself, its successors and assigns, to repair any damage to the county roads over which it holds a franchise, and all other county improvements caused by the failure of the Grantee's work during the life of this franchise.
Failure on the part of the Grantee to promptly repair the damaged work upon notice from the Director to do so, shall be warrant for the county to make the necessary repairs and charge same to the Grantee.
Acceptance of the work by the county at the time of completion shall be no defense for avoidance of this covenant.
- 13. If the Grantee, itself, its successors or assigns, shall willfully violate or fail to comply with any of the provisions of this grant, or through willful or unreasonable neglect fail to heed or comply with any notice given the Grantee under the provisions of this grant, then the said Grantee, itself, its successors or assigns shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council.
- 14. King County reserves for itself the right at any time upon a forty eight (48) hours written notice to the Grantee to so change, amend, modify or amplify any of the provisions or conditions herein enumerated to conform to any state statute or county regulation, relating to the public welfare, health, safety or highway regulation, as may hereafter be enacted, amended, adopted, changed, etc., and this franchise may be terminated at any time if same is not operated or maintained in accordance with its provision, or at all.
- 15. If within thirty (30) days after granting of this franchise the Grantee herein shall have failed to sign written acceptance of same, then the herein granted rights and privileges shall be deemed forfeited and be declared null and void.

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Dated this _____ day of DEC 14 1972 19_____.

By: [Signature]
County executive

The undersigned hereby accepts all the rights and privileges of the above-granted franchise subject to all the terms, conditions, stipulations and obligations contained therein.

[Signature]
Grantee
President
Secretary

Dated this 17 day of March 1973.