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A MOTION authorizing the County Executive to enter into a contract with Water District # 75 for a franchise to lay down, construct, maintain and operate a water system.

WHEREAS, Water District # 75 has properly filed an application for a franchise to lay down, construct, maintain and operate a water system 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 water system franchise contract which, by this reference, is incorporated herein as part of the Motion. Said franchise includes name of applicant, term of franchise, conditions 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 19th day of March 1973

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

John T. O'Brien
Chairman

ATTEST:

Deputy Barth M. Quinn
Administrator-Clerk of the Council

In the matter of the application of

WATER DISTRICT # 75

to lay down, construct, maintain and operate a system of cast iron, steel, asbestos cement & reinforced plastic water mains, laterals and service pipes.

KING COUNTY, WASHINGTON, granting franchise rights to WATER DISTRICT # 75

for watermain installations, maintenance and operation:

The application of WATER DISTRICT # 75, Grantee, for a franchise to lay down, construct, maintain and operate a single line of iron pipes and iron lateral pipe along, under and across such County roads, streets, avenues, boulevards, alleys and public places hereinafter described, having come on regularly to be heard on this 19th day of March, 1973, and it having been made to appear to the King County Council, hereinafter called the "Council" that all of 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 had been given by posting and publication and in manner and as required by law, and the Council having considered said application and being advised in the premises:

NOW, THEREFORE, King County, Washington, pursuant to ^{Motion} Ordinance No. 1100 duly and regularly enacted by its Council on the 19th day of March, 1973, hereby grants to said WATER DISTRICT # 75

hereinafter called the "Grantee", and to its successors and assigns, subject to all the terms and conditions, hereof; for the term of 25 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 single line of cast iron, steel, asbestos cement and reinforced plastic water mains, laterals and service pipe along, under and across such County roads (where pipes cross such paved roads, pipes shall be placed in steel jackets) together with all necessary equipment of every sort necessary for the delivery of water to consumers upon the following County roads, streets, avenues, boulevards, alleys and public places:

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

SEE ATTACHED SHEETS (12)

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, but this franchise shall continue in force and effect in respect to all such streets, avenues, alleys, County roads, and public places not 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 any 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 mains, laterals, service pipe, and equipment, etc., comprising the Grantee's water 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 consumers service pipes, repair equipment, maintain and operate said lines, charge and collect toll for delivery of water, and make such rules and regulations governing same as may be in conformity with such state statutes and regulations as are now in force or as may hereafter be enacted or adopted, governing such utilities.
3. The Grantee may lay, construct, maintain and operate a single line or double line of pipe or partly single and partly double line of pipe and the Council may, upon a showing by the Grantee of its necessity, change a single to a double pipe line, all construction and installation work to be under the supervision and pass the inspection of the King County Director of Public Works, hereinafter called the "Director".
4. The Grantee for itself, 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 alleys, streets, avenues, county roads or public places as herein designated, a line of water mains, laterals or service pipes, 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 all mains, laterals, service pipe 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, service pipes, extensions, meter boxes, plugs, sandpipes, etc., sought to be constructed, laid, installed or erected at the time, showing their relative positions to existing county road, street, alley, right of way or property lines, upon prints drawn to scale, designating said roads or streets by their names and number, showing width of same, giving outline of local improvements, such as sidewalks, curbs, gutters, shoulders of roadway, ditches, paved roadways, roadways to property line turnouts, parking strips, telephone or electric distribution poles, conduits, sewer or water pipe lines, etc., as may exist on ground sought to be occupied.

The Grantee shall specify the class and type of material used shown in detail plans, equipment to be used and mode of safeguarding and facilitating the public traffic during construction. All such material and equipment shall be of first class, of the 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 the 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 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, hard or embankment rails, bridges, trestles, wharves or landings, by the Grantee, the said Grantee agrees to immediately repair said damage at its own sole cost and expense. King County 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 and 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 right of way by the said Grantee or by reason of the negligent, improper, or faulty manner of safeguarding any excavation, temporary turnouts, or inefficient operation by the Grantee of water 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 any 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 the 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 Grantees 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.
PROVIDED, that the Grantee, its successors and assigns shall have the right to employ its or their own counsel in any cause or action and be given the management of the defense thereof.
8. The laying, construction, maintenance and operation of the said Grantee's system of water mains, 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 twenty-four (24) hours notice of said blasting or excavating in order that said Grantee may protect its line of pipe and property.

9. 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 its or their own expense, immediately so raise, lower, or move line of pipes to conform to such new grades as may be established, or place said pipes in such location, or positions 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, the 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 improvement of such streets, avenues, alleys, county roads or public places.
10. 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 franchises of a like nature or franchises for other public or private 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 affect its jurisdiction over them or any part of them, with full power to make all necessary changes, relocations, repairs, maintenance, etc., of same as it deems fit.
11. 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 successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned.
12. 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, its successors or assigns shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by King County.
13. King County reserves for itself the right at any time upon 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 hereinafter 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 provisions, or at all.
14. In consideration of the granting of this franchise by King County to the Grantee, the Grantee for itself, its successors and assigns, hereby contracts and agrees to save King County harmless from any liability of whatsoever nature arising out of any damage and/or destruction done or suffered to be done to Grantee's watermains, valves, pipes or other fittings of whatsoever nature placed upon, along, or under the county road right of way or to any other person or property injured or damaged as the result of the use or occupation of any part of the county road right of way by Grantee under the terms of this franchise. This paragraph shall be construed to mean that the Grantee accepts this franchise and any rights conferred hereunder for the use and occupation of any portion of the right of way, at its own risk, and agrees to assume responsibility for any damage occasioned to Grantee, or to any other person by King County in the maintenance and/or construction work performed by King County upon the roadways described above and which would not have occurred but for the presence on said roadways of the Grantee's pipes or other property mentioned above.

- 15. If at any time King County shall install a line of pipes for sewage and drainage, upon any of the streets, avenues, alleys, county roads or public places herein described, the Grantee, upon written notice by King County, shall temporarily remove its line of water pipes at its own expense during said installation and replace same at its own sole cost and expense under the supervision of King County.
- 16. Before any work is performed under this franchise, the Grantee shall reference all monuments and markers of every nature relating to sub-division plats, highways 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.
- 17. If within thirty (30) days after the granting of this franchise the grantee shall have failed to sign the incorporated written acceptance hereof, then the herein granted rights and privileges shall be deemed forfeited and be declared null and void.

Dated this _____ day of _____ 19_____.

BY: _____
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

Grantee

President

Secretary

Dated this _____ day of _____ 19_____.

BOUNDARY OF WATER DISTRICT NO. 75

For Franchise Application

January 1973

Beginning at the intersection of the line of ordinary hightide of Puget Sound Tidelands and the westerly extention of the south line of lots 22 and 23 of Block 15 of Normandy Park Riviera Section in Section 6, Township 22 N. , Range 4 E.W.M.;

Thence northerly along the line of ordinary hightide of Puget Sound to the west line of Section 31 , Township 23 N., Range 4 E.W.M.;

Thence north along the west line of Section 31 to the north line there of;

Thence east along the north line of Section 31 to the N.E. Corner thereof and the NW corner of Section 32, Township 23 N., Range 4 E.W.M.;

Thence east along the north line of Section 32 to the centerline of Ambaum Boulevard;

Thence southerly along the centerline of Ambaum Boulevard to the centerline of Normandy Road;

Thence southerly along the centerline of Normandy Road to the north line of the S. $\frac{1}{2}$ of the N. $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 32;

Thence east along the north line of said S $\frac{1}{2}$ and the north line of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 32 to the west margin of State Hwy SR 509;

Thence south along the west margin of State Hwy SR 509 to the north margin of Des Moines Way South;

Thence southerly and easterly along the north margin of Des Moines Way South and continuing east along the north margin of South 188th Street to the west margin of 28th Avenue South;

. s. . . agrees with map

Thence north along the west margin of 28th Avenue South to the north line, extended westerly, of Tract 21 Bow Lake Tracts Unrecorded;

Thence east along the north line of said Tract 21 to the west margin of Pacific Highway South;

Thence north along the west margin of Pacific Highway South to the south line of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28-23-4;

Thence west along the south line of the NE $\frac{1}{2}$ to the SE $\frac{1}{4}$ of Section 28 to the east margin of the Port of Seattle Access Road;

Thence northerly along the east margin of the Port of Seattle Access Road to the south margin of State Highway SR 518;

Thence northely and easterly along the south margin of State Highway SR 518 to the centerline of State Road No. 1 (Pacific Highway South)

Thence southerly along the centerline of State Road No. 1 (Pacific Highway South) to the south line of Section 22, Township 23 North, Range 4 E.W.M.;

Thence east along the south line of Section 22 and the centerline of South 160th Street to the east margin of Military Road South;

Thence north along the east margin of Military Road South to the north line of the south 203 feet of the SW $\frac{1}{4}$ of Section 22;

Thence east, parallel to the centerline of South 160th Street, to a point 266 feet west of the west line of Tract 100,, Sunnydale Gardens, Division No. 1;

Thence north, parallel to the west line of said Tract 100, 60 feet;

Thence east, parallel to the centerline of South 160th Street , 266 feet (being the S.E. corner of T.L.76);

Thence south along the west line of said Tract 100, 17.31 feet;

Thence east, parallel to the centerline of South 160th Street, 160 feet to the east line of Tract 100, Sunnydale Gardens, Division No. 1;

Thence north along the east line of Tract 100 and the west line of Tract 101, Sunnydale Gardens, Division No. 1 to the north line of the S. 1/2 of Tract 101;

Thence east along the north line of the S. 1/2 of Tracts 101, 102, 103, 104, and 105, extended, to the centerline of 42nd. Avenue South;

Thence north along the centerline of 42nd. Avenue South 600.71 feet;

Thence east 164.39 feet to the west line of Tract 34, Sunnydale Gardens, Division No. 1;

Thence north along the west line of said Tract 34, 400 feet to the NW corner thereof;

Thence east 164.39 feet along the north line of Tract 39 to the NE corner thereof;

Thence north along the east line of Tract 34, extended, 166 feet to the south line of Tax Lot 13;

Thence east 328.78 to the west line of Tract 28, Sunnydale Gardens Division No. 1;

Thence north along the west line of Tract 28 to the south margin of State Highway SR 518;

Thence easterly and southerly along the south margin of State Highway SR 518 to the west line of Primary State Highway No. 1 (Interstate 5)

Thence southerly along the west line of Primary State Highway #1 to the centerline of South 175th. Street extended;

Thence east along the centerline of South 175th. Street extended to the east line of the W 1/2 of Section 26, Township 23 N, Range 4 E.W.M.;

Thence south along said east line of W 1/2 of Section 26 to the centerline of So. 180th. St. (south line of N 1/2 of N 1/2 of Section 35-23-4);

Thence east along the centerline of So. 180th. St. to the westerly bank of the Green River;

Thence southerly along the west bank of the Green River to the south margin, extended, of South 204th. Street;

Thence along the south margin of South 204th Street 2225 feet, more or less, to a point 1184.50 feet east of the NW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 22 North, Range 5 E.W.M., being the NE corner of Tax Lot 20 in Section 3;

Thence S 26°08'W along the east line of Tax Lot 20, 1477.50 feet to the north line of Section 10, Township 22, Range 4 E.W.M.;

Thence west along the north line of Section 10 to the east margin of Orillia Road;

Thence south along the east margin of Orillia Road and continuing south along the east margin of 40th Avenue South to the south margin of South 216th Street, extended;

Thence westerly along the south margin of South 216th Street, extended, and continuing westerly along the southerly margins of 40th Place South and 37th Place South to the centerline of South 216th Street, extended, being the north line of the SW $\frac{1}{4}$ of Section 10;

Thence westerly along the centerline of South 216th Street to the N.W. corner of Tract 8 Van De Vanter's ten acre tracts;

Thence south along the west line of Tracts 8, 7, 6, to the NW corner of Tract 5 Van De Vanter's Ten Acre Tracts;

Thence east along the north line of Tracts 5 & 4 to the NE corner Tract 4 Van De Vanter's ten acre tracts;

Thence south along the east line of Tract 4 to the SE corner thereof (SE corner of SW $\frac{1}{4}$ of Section 10);

Thence continuing south along the east line of the W 1/2 of Section 15, 3810 feet, more or less, to a point 400' north-easterly, as measured at right angles, from the centerline of the Kent-Des Moines Road;

Thence southeasterly parallel to and 400' distant from the centerline of the Kent-Des Moines Road, as measured at right angles, to the south line of Section 15;

Thence west along the south line of Section 15 to the centerline of the Kent-Des Moines Road;

Thence southerly along the centerline of the Kent-Des Moines Road to the centerline of Reith Road;

Thence southerly along the centerline of Reith Road to the centerline of South 252nd Street, extended, (north line of S 1/2 of S 1/2 of Section 22, Township 22 N, Range 4 E.W.M.);

Thence west along the centerline of South 252nd Street, extended, to 40th Avenue South (east line of W 1/2 of Section 22);

Thence south along the eastline of the W 1/2 of Section 22 to a point 330' south of South 260th extended;

Thence westerly parallel to South 260th Street to the centerline of Military Road;

Thence southerly along the centerline of Military Road to the centerline of South 268th Street;

Thence east along South 268th Street to the centerline of 42nd Avenue South;

Thence south along the centerline of 42nd Avenue South to the centerline of South 272nd Street (SW corner of SE 1/4 of Section 27, Township 22 North, Range 4 E.W.M.);

Thence east along the south line of Section 27 to the SE corner thereof and the NW corner of Section 35, Township 22 North, Range 4 E.W.M.;

Thence east along the north line of Section 35 to the NE corner of the NW 1/4 of Section 35;

Thence south along the east line of the NW 1/4 of Section 35 to the SE corner thereof;

Thence west along the south line of the NW 1/4 of Section 35 to the SW corner thereof and the SE corner of the NE 1/4 of Section 34, Township 22 North, Range 4 E.W.M.;

Thence west along the south line of the NE $\frac{1}{4}$ of Section 34, being the centerline of South 280th Street, to the west line of E $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34;

Thence south along the west line of said E $\frac{1}{2}$ to the south line of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 34;

Thence west along the south line of said N $\frac{1}{2}$ to the west line of Section 34 and continuing west along the south line of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 33, Township 22 North, Range 4 E.W.M. to the west line of the SE $\frac{1}{4}$ of Section 33;

Thence northerly along the west line of the SE $\frac{1}{4}$ of Section 33 to the NW corner of said SE $\frac{1}{4}$ being the SE corner of Tract 22, Redondo Heights Unrecorded and the center of Section 33;

Thence N $26^{\circ} 28' 20''$ W along the easterly line of lots 22, 21, 20, and 19, Redondo Heights Unrecorded to the north line of S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 33;

Thence west along the north line of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 33 to the centerline of the Pacific Highway South;

Thence north along the centerline of Pacific Highway South to the centerline of South 272nd Street;

Thence west along the center of South 272nd Street to the centerline of 16th Avenue South;

Thence north along the centerline of 16th Avenue South 300 feet;

Thence west parallel to the centerline of South 272nd Street 165 feet;

Thence north parallel to the centerline of 16th Avenue South to South 268th Street;

Thence west along the centerline of South 268th Street to the centerline of 12th Avenue South;

Thence north along the centerline of 12th Avenue South to the centerline of Woodmont Beach Drive South;

Thence northerly and easterly along the centerline of Woodmont Beach Drive South to the north margin of South 264th Street;

Thence west along the north margin of South 264th Street to the west line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 29;

Thence north along said west line and the west line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 20, Township 22 North, Range 4 E.W.M. (being the approximate northerly extension of the centerline of 12th Avenue South) to the centerline of South 252nd Street;

Thence west along the centerline of South 252nd Street to the centerline of 10th Avenue South;

Thence north along the centerline of 10th Avenue South to the centerline of South 249th Street;

Thence east along the centerline of South 249th Street to the centerline of 11th Avenue South;

Thence north along the centerline of 11th Avenue South to the centerline of South 244th Street;

Thence east along the centerline of South 244th Street to the centerline of 13th Avenue South;

Thence north along the centerline of 13th Avenue South to the centerline of South 242nd Street;

Thence east along the centerline of South 242nd Street to the centerline of 16th Avenue South, being the east line of Section 20, Township 22 North, Range 4 E.W.M.;

Thence north along the east line of Section 20 and continuing north along the east line of Section 17, Township 22 North, Range 4 E.W.M. to the north line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17;

Thence west along the north line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17 to the NW corner thereof;

Thence south along the west line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ (centerline of 14th Avenue South, extended) to the centerline of South 240th Street;

Thence west along the centerline of South 240th Street to the centerline of Marine View Drive;

Thence north along the centerline of Marine View Drive South to a point 200 feet south of the north margin of South 236th Street;

Thence east, parallel to the easterly extension of the north margin of South 236th Street to the southerly extension of the centerline of 10th Avenue South;

Thence north along the southerly extension of 10th Avenue South to the centerline of South 230th Street;

Thence west along the centerline of South 230th Street to the west line of the NE $\frac{1}{4}$ of Section 17;

Thence north along the west line of the NE $\frac{1}{4}$ of Section 17 to the centerline of the Kent-Des Moines Road;

Thence easterly along the centerline of the Kent-Des Moines Road to the southerly extension of the east line of tract 11, Des Moines Two Acre Tracts and the northerly extension of the centerline of 14th Avenue, South;

Thence north along the northerly extension of the centerline of 14th Avenue South to the centerline of South 228th Street;

Thence west along the centerline of South 228th Street to the centerline of 12th Avenue South;

Thence north along the centerline of 12th Avenue South to the centerline of South 224th Street;

Thence east along the centerline of South 224th Street to the centerline of 13th Avenue South;

Thence north along the centerline of 13th Avenue South to the centerline of South 220th Street;

Thence west along the centerline of South 220th Street to the west line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 8-22-4;

Thence north along the west line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 8 to the north line South 218th Street;

Thence east along the north line of South 218th Street to the northerly extension of the west margin of 14th Avenue South;

Thence north along the northerly extension of the west margin of 14th Avenue South to the centerline of South 216th Street;

Thence east along the centerline of South 216th Street to the west line, extended southerly, of Des Moines Terrace (said easterly distance being approximately 1.2 feet);

Thence north along the west line of Des Moines Terrace to the north line of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 8, being the westerly extension of the north margin of South 212th Street;

Thence west along the north line of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 8 to the west line of the NE $\frac{1}{4}$ of Section 8;

Thence south along the west line of Section 8 to the centerline of South 216th Street;

Thence west along the centerline of South 216th Street and its westerly extension to the west margin of Marine View Drive South;

Thence northerly along said westerly right-of-way to an intersection with the north line of Lot 5, Block 13, Plat of Southern Pacific Land Company's 2nd Addition to Des Moines, as recorded in Volume 4 of Plats, page 49, records of King County, Washington;

Thence westerly along said north line and the westerly extension and the north line of Lot 7, Block 12, and its westerly extension to an intersection with the easterly line of Block 11 all in said Plat of Southern Pacific Land Company's 2nd Addition to Des Moines;

Thence southerly along said easterly line to an intersection with the north line of Lot 10, Block 11, said Plat;

Thence westerly along said north line and its westerly extension to an intersection with the centerline of 5th Place South (Grand Avenue);

Thence northerly along said centerline to an intersection with the easterly extension of the north line of Lot 11, Block 10, of said plat;

Thence westerly along said north line and its westerly and easterly prolongations to an intersection with the easterly line of Block 9 of said Plat;

Thence northerly along said easterly line to an intersection with the north line of Lot 7, Block 9 of said Plat;

Thence westerly along said north line and its westerly extension to an intersection with the centerline of 4th Place South (Delancy Pl

Thence northerly along said centerline to an intersection with the easterly extension of the north line of Lot 8, Block 8 of said Plat;

Thence westerly along said north line and its easterly and westerly extension and the north line of Lot 8, Block 7 and its westerly and easterly extensions to an intersection with the centerline of 4th Avenue South (Westminster Ave.) all in said Plat;

Thence northerly along said centerline to an intersection with the easterly extension of the north line Lot 7, Block 6, of said Plat;

Thence westerly along said north line and its easterly and westerly extensions and the north line of Lot 7, Block 5 and its westerly and easterly extension to an intersection with the centerline of 3rd Avenue South (Newport Ave.) all in said Plat;

Thence northerly along said centerline to an intersection with the easterly extension of the north line of Lot 6, Block 4 of said Plat;

Thence westerly along said north line and its easterly and westerly extensions and the north line of Lot 6, Block 3 to the west line of said Block 3 of said Plat;

Thence southerly along said west line and its southerly extension to an intersection with the centerline of South 216th Street (River St.)

Thence westerly along centerline to an intersection with the southerly extension of the easterly line of the Plat of Park Cliff as recorded in volume 88 of Plats, page 35, records of King County, Washington;

Thence northerly along the said easterly line to an intersection with the south line of Block 2, Plat of Southern Pacific Land Company's 2nd Addition to Des Moines;

Thence easterly and northely along the southerly and easterly margin of said Block 2 to an intersection with the north line of Lot 5, Block 2 of said Plat;

Thence westerly along said north line and its westerly extension and the north line of Lot 5, Block 1 to a point 60 feet west of the northeast corner of said Lot 5, Block 1, in said Plat;

Thence southerly along a line 60 feet west of and parallel to the east line of said Block 1 and its southerly extension to an intersection with the east-west centerline of Section 8, Township 22 North, Range 4 E.W.M.;

Thence westerly along said centerline to the west $\frac{1}{4}$ corner of said Section 8 and the west line of Section 8;

Thence south along the west line of Section 8 to the line of ordinary high tide of Puget Sound;

Thence northerly along the line of ordinary high tide of Puget Sound to the westerly extension of Lots 22 & 23, Block 15, Normandy Park Riviera Section in Section 6, Township 22 North, Range 4 E.W.M. and the point of beginning.

Less any portion of the above described service area lying within the Corporate limits of the cities of Des Moines, Kent, and Normandy Park; and Tukwila, and

Less any portion lying within the boundaries of the Port of Seattle and

Less that portion lying within Salt Water State Park.