

July 31, 1978

Intorduced by MIKE LOWRY

78-786

MOTION NO. 3743

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A MOTION authorizing the County Executive to enter into a contract with Water District # 77, for a franchise to construct, maintain and operate a water system on S. 121st street East of 80th Ave. S. for approximately 550 feet in Council District # 8, in the Skyway area.

WHEREAS, Water District # 77 has filed an application in accordance with RCW 36.55.010 for a franchise to construct, maintain and operate a water system; and

WHEREAS, The Water District No. 77 water comprehensive plan was approved by Ordinance No. 3579; and

WHEREAS the application has been referred to the County Executive for investigation of the feasibility thereof; and

WHEREAS, the County Executive has recommended approval of the 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 for Water District # 77, which by this reference is incorporated herein as part of the Motion, said franchise is granted to Water District # 77 for the term of 16 years to expire at the same time as their franchise 487 A. Said franchise to include all of the general and special conditions required by the County.

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

PASSED this 25<sup>th</sup> day of September 1978.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Burmes stein  
Chairman

ATTEST:

Dorothy M. Peterson DEPUTY  
Clerk of the Council

IN THE MATTER of the application

78-786

of Water District # 77  
to lay down, construct, maintain  
and operate a system of water  
lines, laterals, and service  
lines.

\* \* \* \* \*

KING COUNTY, WASHINGTON, granting franchise rights to \_\_\_\_\_

Water District # 77 for Water main installations,

maintenance and operation:

\* \* \* \* \*

The application of Water District # 77,  
Grantee, for a franchise to lay down, construct, maintain and operate  
Water line, including mains, laterals, appurtenances and  
service pipe along, under and across such county roads, streets, avenues,  
boulevards, alleys and public places hereinafter called "rights of way",  
within the area hereinafter described, was publicly announced and  
scheduled to be heard on this 25<sup>th</sup> day of September, 19 78, and  
it has been demonstrated to the King County Council, hereinafter called  
"Council" that all of said rights of way lie outside the limits of any  
incorporated town or city. Due and legal notice of said application  
and of the hearing has been given by posting and publication and in  
manner and as required by law. The Council has considered said appli-  
cation and is advised in the premises.

NOW, THEREFORE, King County, Washington, pursuant to Motion No.  
03743 duly and regularly enacted by its Council on the 25<sup>th</sup>  
day of September, 19 78, hereby grants to said \_\_\_\_\_

Water District # 77

hereinafter called the "Grantee", and to its successors and assigns,  
for the term of \_\_\_\_\_ from the date hereof; the right,  
privilege, authority and franchise for itself, its successors and  
assigns, to lay down, construct, maintain and operate a water line,  
mains, laterals and service lines along, under and across such county  
rights of way, together with all necessary equipment of every sort  
necessary, subject to all the terms and conditions hereof, and to all  
of the terms and conditions contained in the "General Terms and Condi-  
tions Applicable to all Right of Way Franchises Granted by King County",  
a copy of which is attached hereto as Exhibit "A", and to the following  
special terms:

All work to be done in accordance with the Comprehensive plan as approved  
by the King County Council

The location and nature of the franchise is more particularly  
described as follows: In a portion of NE 1/4 of SE 1/4 of Section 12, Township 23-N.,  
Range 4 E described as follows:

S. 121st Street beginning at 80th Ave. S. and continuing easterly approx 550 feet More  
or less, to serve Lots 8 through 12, inclusive and lots 21 through 31 inclusive of Block  
43, and Lots 10 through 26, Block 50, according to the plat recorded in Vol. 5 of  
Plats page 58, in King County Washington. and  
Lots 12 through 20 Block 43, Bryn Mawr Addition to Seattle Recorded in Volume 5,  
page 58, Records of King County, Washington

"General terms and conditions applicable to right of way franchise granted by King County."

### 1. DEFINITIONS

Right of Way. The term "Right of Way" shall be understood to include any and every road, street, avenue, alley or other public place designated or specified in this franchise in, upon, under, over, across and along which rights are, or are intended to be, vested in the Grantee, its successors and assigns under and by virtue of this franchise.

Director. The term "Director" shall be understood to mean the Chief Executive of King County Dept. of Public Works, Utilities and Transportation.

Council. The term "Council" shall be understood to refer in all cases to the King County Council, hereinafter called the "Council," acting in its official capacity.

### 2. ACCEPTANCE BY GRANTEE OF TERMS AND CONDITIONS

Grantee shall be deemed to have abandoned and forfeited all of the rights, privileges and authority hereby granted, unless within thirty (30) days from the date hereof it shall file with the Council its written acceptance of this franchise, subject to all of the terms, conditions, stipulations and obligations herein contained and imposed, and in case the Grantee shall fail so to do within the time aforesaid, this franchise shall be null and void and of no effect.

### 3. NON-EXCLUSIVE FRANCHISE

This franchise shall not be deemed or held to be an exclusive franchise, and shall not in any manner prohibit the Council from granting other and further franchises of any kind or character that they may deem proper in, upon, under, over, across and along any right of way within the area described herein, and this franchise shall in no way prohibit or prevent the public from using any such right of way, or affect the jurisdiction of King County over such rights of way, or any part thereof, or their power to make all necessary improvements, repairs or changes therein.

### 4. JURISDICTION

This document shall not be construed by Grantee, or any other person, persons or corporations, as a warranty of title or title of any interest in county roads and rights of way, but it is intended to convey such rights and interest only as to those roads and rights of way in which King County has an actual interest.

Whenever any of the county roads, rights of way or other county property as designated in this franchise, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall fall within the city or town limits, this franchise shall continue in force and effect only as to all county roads, rights of way or other county property not so included in the city or town limits.

### 5. VACATION

If at any time the County of King shall vacate any county road, rights of way or other county property which is subject to rights granted by this franchise the County of King shall not be liable for any damages or loss to the Grantee by reason of such vacation.

be removed by the Grantee at its own expense so that it shall not interfere with the work of relocation or change of grade, and shall be reset in accordance with the provisions above set forth so that the location and elevation of such line or facilities shall conform to the new grade and location of the right of way. Grantee shall likewise, at its own expense, upon demand of the Director, relocate any line or facility which shall interfere with a reasonably located driveway giving access to abutting property. King County shall in no event 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.

11. SURVEY MARKERS AND MONUMENTS

Before any work is performed under each work permit, the Grantee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, right of way and all other surveys if there is any possibility that the Grantee may disturb such monuments or markers during construction. The reference points shall be so located that they will not be disturbed during the Grantee's operations under said permit. 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.

12. BLASTING REQUIREMENTS

The laying, construction, maintenance and operation of the said Grantee's system of lines and facilities 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 lines and facilities, provided that the Grantee shall have seventy-two (72) hours notice of said blasting or excavating in order that said Grantee may protect its lines, facilities and property.

13. SAFETY LIGHTS AND WARNING DEVICES

In the laying and stringing of transmission and/or distribution lines, the opening of trenches and the tunneling under of rights of way or other county property, the installation of poles or other above ground equipment, or the construction of any other facilities, hereunder, the Grantee shall leave such trenches, ditches, and tunnels, poles and equipment in such a way as to interfere as little as practical with public travel and shall take all due and necessary precautions to guard the same, so that damage or injury to any persons or property shall not occur or arise by reason of such work; and where any of such above ground work sites are exposed or trenches, ditches or tunnels are left open at night, the Grantee shall place warning lights and barricades at such positions to give adequate warning of such work. All warning devices shall conform with any applicable state, federal, or county minimum standards, codes, and regulations. The Grantee shall be liable for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure or neglect to properly guard or give warning of any trenches, ditches, tunnels or other hazards dug or maintained by the Grantee.

14. DAMAGE CLAIMS

The Grantee, its successors and assigns, shall indemnify the County of King and save it harmless from any and all loss, damage or liability by reason of injury or damage to the person or property of another caused by or resulting from the construction, maintenance or operation of said line or lines of poles and wires; provided in the event any suit or action is brought against the County based upon or growing out of any such injury or damage to the person or property of another, the County shall give written notice of such suit or

and uses under this franchise which are consistent with economical and efficient service rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law then the remaining provisions of the franchise shall subsist and remain valid, unless the dominant purpose of the franchise or the public interest therein is thwarted thereby.

21. ASSIGNMENT

The Grantee shall have the right to assign this franchise, provided, however, no such assignment shall be of any force or effect unless written notice of such assignment shall be filed with the Clerk of the Council within thirty (30) days thereafter, together with an acceptance by the assignee in writing of all the terms, covenants and conditions of this franchise and an agreement of such assignee to perform and be bound by all of the terms and conditions of this franchise; provided that the Grantee may mortgage its rights hereunder to the Trustee for its bond holders without giving or filing such written notice and without the Trustee filing such acceptance.