

03/17/94
TS

CHRISTOPHER YANCE
RON SIMS

INTRODUCED BY: BRUCE LAING

PROPOSED NO.: 94 - 358

MOTION NO. 9352

A MOTION authorizing the Executive to enter into an agreement with the City of Renton for a franchise to construct, operate and maintain a water system in Council Districts 5, 6, 12 and 13.

WHEREAS, the city of Renton has filed an application for a franchise in council districts 5, 6, 12 and 13 to construct, operate and maintain a water system to serve residential, multi-family and commercial areas in accordance with R.C.W. 36.55.010, and

WHEREAS, the city's comprehensive plan was approved on May 24, 1993, by King County council Ordinance 10843, and

WHEREAS, the application has been referred to the relevant county departments for review, and

WHEREAS, the county executive has recommended approval of the franchise;

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

A. The granting of a twenty-five year franchise to the City of Renton to construct, operate and maintain a water system within King County is hereby approved. The county executive is authorized to enter into and execute the water system franchise, which by this reference is fully incorporated herein. Said franchise shall include all of the general and special conditions required by the county.

1 B. If within 30 days after the granting of this franchise,
2 the applicant shall have failed to sign the written acceptance
3 incorporated herein, then the rights and privileges granted herein
4 shall be forfeited and said franchise shall be null and void.

5 PASSED by a vote of 10 to 0 this 8th day of August,
6 1994.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 Kent Pullen
10 Chair

11 ATTEST:

12 Gerald A. Peterson
13 Clerk of the Council
14

15 Attachment:

16 A. Franchise Agreement
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FRANCHISE NO. 9352

In the matter of the application for a franchise to operate, maintain, repair, and construct WATER mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way in King County, Washington.

The application of the CITY OF RENTON for a franchise to operate, maintain, repair and construct water mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in attached Exhibit "A" has been heard on this 8th day of August, 19 94. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

Legal notice of the franchise application and of the hearing has been given as is required by law.

The King County Council, having considered the interests proposed and advanced, and finding that the granting of this franchise is in the public interest, ORDERS that a franchise be granted to the CITY OF RENTON, the Grantee. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair and construct main(s) and service lines and appurtenances as a part of its transmission and distribution system in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A".

This franchise is granted subject to all of the terms and conditions contained within, and shall expire in twenty-five years on August 8, 2019.

Dated this 12 day of Aug, 1994.

KING COUNTY, WASHINGTON

BY [Signature]

TITLE GARY LOCKE
KING COUNTY EXECUTIVE

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained within.

CITY OF RENTON
GRANTEE

BY [Signature]

TITLE DIRECTOR OF UTILITIES

Dated this 26th day of AUGUST, 1994.

Exhibit "A"AREA 1

That portion of Government Lots 2, 3 and 4 of the Northeast 1/4 and the Northwest 1/4 all in Section 3, Township 23 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the northeast corner of Government Lot 2 of said Section 3; Thence southerly along the east line of said Government 2 to the northeast corner of Newcastle Terrace, according to the plat recorded in Volume 8 of Plats, page 30, Records of King County, Washington; Thence continuing southerly along the east line of said plat to the southeast corner thereof; Thence westerly along the south line of said plat and the existing City limits of Renton, as annexed by Ordinance 3972, to the southwest corner of Lot 3 of said plat, situate in the Southeast 1/4 of the Northwest 1/4 of said Section 3; Thence continuing westerly along the south line of the North 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 3 and along said existing City limits, to an intersection with the westerly right-of-way line of 138th Avenue S E, (Newcastle Road), said right-of-way being 80 feet in width (50 feet west of the centerline and 30 feet east of the centerline); Thence northerly along said westerly right-of-way line, said westerly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 4055, to the south line of Government Lot 3 of said Section 3; Thence North $87^{\circ}57'22''$ West along said south line, and along said existing City limits, to the east line of the West 1/2 of the West 1/2 of said Government Lot 3, a distance of 485.58 feet; Thence northerly along said east line, and along said existing City limits, to an intersection with the southerly right-of-way line of Coal Creek Parkway S E (Duvall Avenue N E), said right-of-way being 60 feet in width, said intersection being a point on a non-tangent curve to the right and having a radius of 603.56 feet; Thence northwesterly along said southerly right-of-way line and the southwesterly right-of-way line of S E 95th Way, and along said existing City limits, to an intersection with the east line of Government Lot 4; Thence continuing northwesterly along said southerly right-of-way line of S E 95th Way, said southerly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 4195, to an intersection with the north line of Government Lot 4; Thence easterly along the north lines of Government Lot 4, 3 and 2 of said Section 3, to the northeast corner of said Government 2, and the point of beginning.

AREA 2

That portion of Government Lot 4 in Section 3, and those portions of Government Lots 1, 2 and 3 and of the Northeast 1/4 and

southeast 1/4 of Section 4, all in Township 23 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the northwest corner of Government Lot 4 of said Section 3, said northwest corner also being the northeast corner of Government Lot 1 of said Section 4; Thence easterly along the north line of said Government Lot 4 to an intersection with the east line of the West 1/2 of said Government Lot; Thence southerly along said east line of the West 1/2, said east line also follows the existing limits of the City of Renton as annexed by Ordinance 4195, a distance of 447.73 feet; Thence North $88^{\circ}29'33''$ West, along said existing City limits, a distance of 447.73 feet; Thence South $01^{\circ}56'19''$ West, along said existing City limits, a distance of 120 feet; Thence North 88° West, along said existing City limits, a distance of 241.5 feet to an intersection with the westerly right-of-way line of 132nd Avenue S E (Union Avenue N E) as located in government Lot 1 of said Section 4, said street right-of-way being 60 feet in width (30 feet each side of the centerline); Thence southerly along said westerly right-of-way line, and along said existing City limits, to the northeast corner of Lot 7, block 1 of the Plat of Sierra Heights, as recorded in Volume 54 of Plats, Page 3, Records of King County, Washington, said Plat being in the Northeast 1/4 of said Section 4; Thence continuing southerly along said westerly right-of-way line, and along said existing City limits, to the southeast corner of Lot 12, Block 3 of said plat; Thence westerly along the south line of said plat, said south line also follows the existing limits of the City of Renton as annexed by Ordinance 4070, to the southwest corner of Lot 2, Block 3 of said Plat; Thence northerly along the west line of said Lot 2 and along said existing City limits, a distance of 145 feet to the northeast corner of Lot 1, Block 3 of said Plat; Thence westerly along the north line of said Lot 1 and along said existing City limits, to the northwest corner thereof, said northwest corner also being a point on the east line of Lot 6 of the Plat of Sierra Heights Division 2, as recorded in Volume 59 of Plats, Page 55, Records of King County, Washington; Thence northerly along the east line of said Lot 6, a distance of 10 feet, to the northeast corner thereof; Thence westerly along the north line of Lots 6, 5 and 4 of said plat and along said existing City limits to the northwest corner of said Lot 4, said northwest corner also being the intersection of the southerly right-of-way line of S E 102nd Street, said street right-of-way being 60 feet in width (30 feet each side of the centerline) and the easterly right-of-way line of 128th Avenue S E, said street right-of-way being 60 feet in width (30 feet each side of centerline); Thence southerly along said easterly right-of-way line of 128th Avenue S E and its southerly extension, and along said existing City limits, a distance 602.53 feet, more or less, to an intersection with the south line of the Northeast 1/4 of said Section 4; Thence westerly along said south line of the Northeast 1/4 and along said existing City limits a distance of 30 feet, to the northeast corner of the Northeast 1/4

of the Northwest 1/4 of the Southeast 1/4 of said Section 4; Thence southerly along the east line of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and along said existing City limits, to the southeast corner thereof; Thence westerly along the south line of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, said south line also follows the existing limits of the City of Renton as annexed by Ordinance 4337, to the southwest corner thereof; Thence northerly along the west line of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, said west line also being the west line of the Plat of Sierra Heights Division 3, as recorded in Volume 61 of Plats, Page 53, Records of King County, Washington, and said existing City limits, to the northwest corner of said subdivision; Thence easterly along the north line of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 to an intersection with the southeasterly extension of the easterly right-of-way line of 125th Avenue S E; Thence northwesterly along the southeasterly extension and said easterly right-of-way line and along said existing City limits, to the northwest corner of Lot 4, Block "E" of the Plat of Albert Balch's Sierra Heights No. 5, as recorded in Volume 65 of Plats, Pages 30 and 31, Records of King County, Washington, situate in the Northeast 1/4 of said Section 4; Thence northeasterly along the north line of said Lot 4 and along said existing City limits, to the northeast corner thereof; Thence northwesterly along the east line of said plat and the northwesterly extension of said east line, and along said existing City limits, to an intersection with the northerly right-of-way line of S E 100th Street in Government Lot 2 of said Section 4; Thence westerly along said northerly right-of-way line and along said existing City limits, to an intersection with the east line of Government Lot 3 of said Section 4; Thence northerly along said east line of Government Lot 3, said east line also follows the existing limits of the City of Renton as annexed by Ordinance 4095, to an intersection with the south line of the north 785.4 feet of said Government Lot 3; Thence westerly along a line 785.4 feet south of and parallel to the north line of said Government Lot 3, and along said existing City limits, a distance of 345.64 feet; Thence northerly along a line 345.64 feet west of and parallel to the east line of said Government Lot 3, said line also follows the existing limits of the City of Renton as annexed by Ordinance 4337, a distance of 372.7 feet; Thence westerly along a line 412.7 feet south of and parallel to the north line of said Government Lot 3 and along said existing City limits, a distance of 150 feet; Thence northerly along a line 495.64 feet west of and parallel to the east line of said Government Lot 3 and along said existing City limits, a distance of 20 feet, to an intersection with the south line of the Plat of Paradise Estates No. 2, as recorded in Volume 102 of Plats, Page 31; Records of King County, Washington; Thence easterly along the south line of said plat to the southeast corner thereof, said southeast corner also being a point on the west line of Government Lot 2 of said Section 4; Thence northerly along said west line of Government Lot 2 to the

northwest corner thereof; Thence easterly along the north lines of Government Lot 2 and 1, to the northeast corner of Government Lot 1 of said Section 4, said northeast corner of Government Lot 1 also being the northwest corner of government Lot 4, of said Section 3, and the point of beginning.

AREA 3

A parcel of land lying within the East 1/2 of the Southwest 1/4 of Section 3, Township 23 North, Range 5 East, W.M., King County, Washington, as described as follows:

Beginning at a point of intersection of the north line of the south 1/2 of tract 13, Joseph P. Marshall Tract, according to the Plat recorded in Volume 38 of Plats, Page 30, Records of King County, Washington and the westerly right-of-way margin of Duvall Avenue N E (138th Avenue S E) (Renton-Newcastle Road No. 1019); Thence southwesterly along said westerly right-of-way margin to an intersection with the south line of Tract 12 of said plat; Thence westerly along the south line of said Tract 12 to the southeast corner of the Plat of Shady Lane, according to the Plat recorded in Volume 84 of Plats, Page 43, Records of King County, Washington; Thence continuing westerly along the south boundary line of said Plat of Shady Lane, said south boundary line also follows the existing City limits of Renton as annexed by Ordinance 2894 to the southwest corner thereof; Thence northerly along the west boundary line of said Plat of Shady Lane, to the west boundary line of the Plat of Honeydew Court, according to the Plat recorded in Volume 72 of Plats, Pages 41 and 42 and the west boundary line of said Tracts 12 and 13 of said Joseph P. Marshall Tracts, said west boundary lines also follow the existing City limits of Renton as annexed by Ordinance 2000, to an intersection with the north line of the south 1/2 of said Tract 13; Thence easterly along the north line of the south 1/2 of said Tract 13, said north line also follows the existing City limits of Renton as annexed by Ordinance 2824, to an intersection with the westerly right-of-way margin of Duvall Avenue N E and the point of beginning.

AREA 4

That portion of the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 23 North, Range 5 East, W.M., King County, Washington, more particularly described as follows:

Beginning at the point of intersection of the easterly extension of the south line of the north 1/2 of the east 1/2 of the west 1/2 of said subdivision with the easterly right-of-way margin of 142nd Avenue S E, said street right-of-way being 60 feet in width, 30 feet on each side of the centerline; Thence southerly along said easterly right-of-way line to an intersection with the south line of said Section 3; Thence westerly along said south line, said

south line also follows the existing City limits of Renton as annexed by Ordinance 2945, to an intersection with the west line of the east 1/2 of the west 1/2 of said subdivision; Thence northerly along said west line, said west line also follows the existing City limits of Renton as annexed by Ordinance 4026, to an intersection with the south line of the north 1/2 of the east 1/2 of the west 1/2 of said subdivision; Thence easterly along said south line and its easterly extension, said south line also follows the existing City limits of Renton as annexed by Ordinance 4026, to an intersection with the easterly right-of-way margin of 142nd Avenue S E and the point of beginning.

AREA 5

That portion of the Northwest 1/4 of Section 10, Township 23 North, Range 5 East, W.M., King County, Washington, more particularly described as follows:

Beginning at the intersection of the north line of said Northwest 1/4 with the easterly right-of-way line of 138th Avenue S E (Duvall Avenue N E), said right-of-way being 84 feet in width, 42 feet each side of centerline; Thence southerly along said easterly right-of-way line of 138th Avenue S E and its southerly production across S E 116th Street and across S E 118th Street, said easterly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 2945 and Ordinance 4215, to an intersection with the south line of the Northwest 1/4 of Section 10; Thence westerly along the south line of the Northwest 1/4 of said Section 10, a distance of 84 feet, to an intersection with the westerly right-of-way line of 138th Avenue S E; Thence northerly along the westerly right-of-way line of 138th Avenue S E, said westerly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 3058, to an intersection with the north line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 10; Thence westerly along the north line of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 10, said north line also follows the existing City limits of Renton as annexed by Ordinance 3058, to an intersection with the west line of the East 1/2 of the Northwest 1/4; Thence northerly along the west line of said East 1/2 of the Northwest 1/4 and its northerly production across N E 10th Street (S E 116th Street), said west line also follows the existing City limits of Renton as annexed by Ordinance 4383, Ordinance 2210 and Ordinance 2000, to an intersection with the north line of the Northwest 1/4 of said Section 10; Thence easterly along the north line of said Northwest 1/4 and its easterly extension of 138th Avenue S E (Duvall Avenue N E), said north line also follows the existing City limits of Renton as annexed by Ordinance 2945, to an intersection with the easterly right-of-way line of 138th Avenue S E, and the point of beginning.

AREA 6

That portion of the Northwest 1/4 Section 15 and the Southwest 1/4 of Section 10, all in Township 23 North, Range 5 East, W.M., King County, Washington, as described as follows:

Beginning at the northeast corner of the Northwest 1/4 of said Section 15; Thence southerly along the east line of the Northwest 1/4 of said Section 15 to the southeast corner thereof; Thence westerly along the south line of the Northwest 1/4 of said Section 15, said south line of the Northwest 1/4 of said Section 15 also follows, in part, the existing City limits of Renton as annexed by Ordinance 3163, to the southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 15; Thence northerly along the west line of the Southeast 1/4 of the Northwest 1/4 of said Section 15, said west line also follows the existing City limits of Renton as annexed by Ordinance 3163 and Ordinance 3570, to the northwest corner thereof, said northwest corner also being the southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 15; Thence westerly along the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 15, said south line also follows the existing City limits of Renton as annexed by Ordinance 3570, to an intersection with the west line of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 15; Thence northerly along the west line of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 15, said west line also follows the existing City limits of Renton as annexed by Ordinance 3570, to the northwest corner thereof; Thence easterly along the north line of the Southeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 15, said north line also follows the existing City limits of Renton as annexed by Ordinance 3946, a distance of 641.0 feet; Thence North 0°44'45" East along said existing City limits, a distance of 330.0 feet; Thence South 88°06'16" East along said existing City limits, a distance of 634.0 feet, to an intersection with the westerly right-of-way margin of 138th Avenue S E, being 50 feet in width, having 20 feet west of and 30 feet east of the centerline; Thence northerly along the westerly right-of-way margin of 138th Avenue S E, and its northerly extension of said existing City limits, a distance of 384.4 feet; Thence easterly along the westerly extension of the northerly right-of-way margin of S E 128th Street, to a point of intersection on said northerly right-of-way margin, in the Southwest 1/4 of said Section 10; Thence continuing easterly along the northerly right-of-way margin of S E 128th Street, being 92 feet in width, said northerly right-of-way margin also follows the existing City limits of Renton as annexed by Ordinance 3553, to an intersection with the east line of the Southwest 1/4 of said Section 10; Thence southerly along the east line of the Southwest 1/4 of said Section 10, a distance of 50 feet, more or less, to the northeast corner of the Northwest 1/4 of said Section 15, and the point of beginning.

AREA 7

That portion of Sections 29, 30 and 31, Township 23 North, Range 5 East, W.M., King County, Washington described as follows:

Beginning at the northwest corner of the Southwest 1/4 of said Section 29, said northwest corner also being the northeast corner of the Southeast 1/4 of said Section 30; Thence North $89^{\circ}16'32''$ East along the north line of said Southwest 1/4, said north line follows the existing City limits of Renton as annexed by Ordinance 1971, to and intersection with the westerly right-of-way line of SR 515 (MP 515 to MP 722, Carr Road to Grady Way); Thence southeasterly and southwesterly along said westerly right-of-way line to an intersection with the north line of Lot 4, King County Short Plat 275022R, King County Recording Number 8003210741; Thence westerly along the north line of Lot 4, to the northwest corner thereof, said north lot line also being the north line of the South 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 29; thence southerly along the west line of said Lot 4 and its southerly extension to an intersection with the north line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 29; Thence westerly along said north line a distance of 802 feet, more or less, to an intersection with the west line of the southwest of said Section 29; Thence southerly along the west line of the Southwest 1/4 of said Section 29, to the southwest corner thereof, said southwest corner also being the northeast corner of the Northeast 1/4 of said Section 31; Thence southerly along the easterly line of the Northeast 1/4 of Section 31, to an intersection with the northerly right-of-way line of Carr Road, said northerly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 4142; Thence westerly along said northern right-of-way line of Carr Road and along said existing City limits, to a point of curvature, said curve being a transition curve, concave to the northeast with a radius of 44.50 feet linking the north right-of-way line of Carr Road with the easterly right-of-way line of Talbot Road (Springbrook Road); Thence northerly along said curve an arc length distance of 24.54 feet to a point on said easterly right-of-way line of Talbot Road South (Springbrook Road); Thence northwesterly radially to said easterly right-of-way line a distance of 65.00 feet, more or less, to a point of curvature on the westerly right-of-way line of said Talbot Road south, said curve being concave to the southeast, having a radius of 840.00 feet; Thence in a general northerly direction along said curve and the continuation of the westerly right-of-way line of Talbot Road South (Springbrook Road), said westerly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 1743, to an intersection with the north line of the Southeast 1/4 of said Section 30; Thence easterly along the north line of the Southeast 1/4 of said Section 30, said north line also follows the existing City limits as annexed by Ordinance 1971, to the northeast corner thereof, said northeast

corner also being the northwest corner of the Southwest 1/4 of said Section 29 and the point of beginning.

AREA 8

That portion of government Lots 1 and 2, and the Southwest 1/4 of the Northeast 1/4, all in Section 6, Township 22 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the intersection of the south right-of-way line of south 192nd Street, said right-of-way being 60 feet in width (30 feet on either side of the centerline), and the west line of Springbrook Terrace, according to the Plat recorded in volume 130 of Plats, Pages 59-60, and first amendment recorded in Volume 131, Pages 55-58, Records of King County, Washington, in Government Lot 1 of said Section 6; Thence southerly along the west line of said plat to the southwest corner thereof; Thence continuing southerly along the southerly extension of the west line of said plat to an intersection with the north line of property conveyed to the City of Renton under King County Recording Number 8102230417 for the Springbrook Springs Reservoir, said north line also follows the existing City limits of Renton as annexed by Ordinance 3109, in Tract 9, Springbrook Acre Tracts, as recorded in Volume 12, of Plats, Page 60, Records of King County, Washington; Thence north 70°34'46" west along said existing City limits, to an angle point at which the bearing of the City limits as annexed by Ordinance 3109 changes to North 75°38'37" West; Thence North 75°38'37" West, along said existing City limits, a distance of 190.83 feet; Thence North 72°11'44" West, along said existing City limits, a distance of 139.55 feet, to an intersection with the north line of said Tract 9; Thence westerly along said north line and its westerly extension to an intersection with the westerly right-of-way line of a 40 foot wide county road as shown on said plat, said westerly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 3751; Thence northeasterly and northwesterly along said westerly right-of-way line of county road, and along said existing City limits, to an intersection with the easterly right-of-way line of Talbot Road South; Thence southerly along said easterly right-of-way of Talbot Road South to an intersection with the easterly extension of the north line of the south 132 feet of Tract 1 of said plat, in Government Lot 2 of said Section 6; Thence westerly along said easterly extension across Talbot Road South, being 60 feet in width, and along said north line of the south 132 feet of Tract 1, to an intersection with the west line of the east 660 feet of Tract 1, said 660 feet as measured along the south line of Tract 1, from the westerly right-of-way line of the 40 foot county road as shown on said plat; Thence southerly along the west line of said east 660 feet of Tract 1, a distance of 132 feet, to an intersection with the south line of said Tract 1, in the Southwest 1/4 of the Northeast 1/4 of said Section 6; Thence westerly along the south line of Tract 1 to an

intersection with the west line of the Northeast 1/4 of said Section 6; thence northerly along said west line of the Northeast 1/4 and along the west line of Government Lot 2, to an intersection with the southerly right-of-way line of South 192nd Street, said street right-of-way being 50 feet in width (20 feet south of the centerline and 30 feet north of the centerline); Thence easterly along said southerly right-of-way line, said southerly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 3268, to an intersection with the west line of said Plat of Springbrook terrace, at a point 30 feet south of the centerline of South 192nd Street, and the point of beginning.

AREA 9

That portion of C E Brownell's Donation Claim NO. 41, all in Sections 13 and 14, Township 23 North, Range 4 East, W.M., King County, Washington, and that portion of Government Lots 7 and 8, and the Northeast 1/4 and the Southeast 1/4 all in Section 13, Township 23 North, Range 4 East, W.M., King County Washington described as follows:

Beginning at the intersection of the west line of said Section 13 in said C E Brownell Donation Claim No. 41 with the northerly right-of-way line of SR-900 (Martin Luther King Jr. Way South, S W Sunset Boulevard) said highway right-of-way being 140 feet in width at this point; Thence southeasterly along the northerly right-of-way line of SR-900, said Highway having a varied width of 110 feet to 205 feet, in said donation claim, in Government Lot 8 and in the Northeast 1/4 of said Section 13, to an intersection with the southeasterly right-of-way line of 80th Avenue South, said southeasterly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 2913, in the Northeast 1/4 of said Section 13; Thence continuing southeasterly along said northerly right-of-way line of said SR-900, and along said existing City limits, to an intersection with the southeasterly right-of-way line of 81st Avenue South in the Southeast 1/4 of said Section 13; Thence southwesterly along the easterly line of 81st Avenue South extended southwesterly to the southerly right-of-way line of South 140th Street (former 60' County Road also called Beacon Coal Mine Road), said southwesterly extension also follows the existing City limits of Renton as annexed by Ordinance 1764; Thence westerly and southwesterly along the southerly right-of-way line of South 140th Street, and along said existing City limits, to an intersection with the east line of said Government Lot 7; Thence continuing southwesterly along said southerly right-of-way line, and along existing City limits, to an intersection with the west line of said Government Lot 7 also being the east line of C E Brownell's Donation Claim No. 41, as recorded in the Records of King County, Washington; Thence continuing southwesterly along said southerly right-of-way line, and along existing City limits, to an intersection with the northerly right-of-way line of the burlington

Northern Railroad (Pacific Coast Railroad); Thence southwesterly, westerly and northwesterly along the northerly right-of-way line of the Burlington Northern Railroad, and along said existing City Limits, to an intersection with the centerline of 68th Avenue South (Charles Monster Road), said 68th Avenue South right-of-way being 60 feet in width; Thence northwesterly along said centerline of 68th Avenue South, said centerline also follows the existing City limits of Renton as annexed by Ordinance 4040, to an intersection with the southeasterly extension of the centerline of Beacon Coal Mine Road Rev., said Beacon Coal Mine Road Rev. right-of-way being 40 feet in width, in said donation land claim in said Section 14; Thence northwesterly along the southeasterly extension of said centerline of Beacon Coal Mine Road Rev., and along said existing City limits, to an intersection with the southeasterly extension of the northwesterly right-of-way line of said 68th Avenue South; Thence northwesterly, northerly and northeasterly along the northwesterly right-of-way line of said 68th Avenue South, to an intersection with the east line of said Section 14 in said C E Brownell Donation Land Claim No. 41, said east line of said Section 14 also being the west line of said Section 13; Thence northerly along the west line of said Section 13 to an intersection with the northerly right-of-way line of said SR-900 and the point of beginning.

AREA 10

That portion of Government Lots 6 and 7 and the Southwest 1/4 of Section 7 and the Northwest 1/4 of Section 18, all in Township 23 North, Range 5 East, W.M., King County, Washington, and the Northeast 1/4 of Section 13 and the Southeast 1/4 of Section 12, all in Township 23 North, Range 4 East, W.M., King County, Washington and the platted properties included within the following described boundary line:

Beginning at the northeast corner of Lot 21, block 50 of Bryn Mawr, according to the Plat recorded in Volume 5 of Plats, Page 58, Records of King County, Washington, in the Southeast 1/4 of said Section 12, said northeast corner of Lot 21 being a point on the westerly right-of-way line of 82nd Avenue South, said street right-of-way being 60 feet in width; Thence easterly, along the easterly extension of the north line of said Lot 21, across said 60 foot right-of-way, to the northwest corner of Lot 40, Block 49 of said plat; Thence continuing easterly along the north line(s) of Lots 40 through 21, inclusive of Block 49 of said plat and the easterly extension of said north line(s), to the northwest corner of Lot 28, Block 48 of said Plat, said northwest corner also being a point on the easterly right-of-way line of 84th Avenue South, said street right-of-way being 60 feet in width, in the Southwest 1/4 of said Section 7; Thence southerly along the west line of Lot 28, Block 48, and said easterly right-of-way line, to the southwest corner of Block 48, said southwest corner also being a point on the northerly

right-of-way line of South 122nd Street; Thence easterly along the northerly right-of-way line of South 122nd Street, and the easterly extension of the street right-of-way line, to a point of intersection with the easterly right-of-way line of 87th Avenue South, said street right-of-way being 60 feet in width, and said point of intersection also being on the west line of N H Latimer's Lake Washington Plat, according to the Plat recorded in Volume 6 of Plats, Page 70, Records of King County, Washington, in Gov. Lot 7 of said section 7; Thence southerly along said west line of the plat and said easterly right-of-way line to the southwest corner of said plat, said southwest corner also being a point on the northerly right-of-way line of South 122nd Street; Thence easterly along said northerly right-of-way line and its easterly extension to an intersection with the centerline of vacated 90th Avenue South; at the existing City limits of Renton as annexed by Ordinance 2426; Thence southerly along the southerly extension of the said centerline of vacated 90th Avenue South, a distance of 60 feet, to an intersection with the easterly extension of the southerly right-of-way line of South 122nd Street; Thence westerly along said easterly extension and the southerly right-of-way line of South 122nd Street to the northwest corner of Lot 1, Block 1 of Latimer's Lake Park Addition, according to the plat recorded in Volume 18 of Plats, Page 63, Records of King County, Washington, said northwest corner also being a point on the easterly right-of-way line of 87th Avenue South; Thence southerly along said easterly right-of-way line and along the west line of Block 1 of said plat extended southerly and along the west line of Block 2 of said plat, said west line also follows the existing City limits of Renton as annexed by Ordinance 1461, to an intersection with the easterly extension of the north line of Conner's Lake View Park, according to the plat recorded in volume 72 of Plat, Page 31, Records of King County, Washington, in Government Lot 6 of said Section 7; Thence westerly along said easterly extension and along said north line of Conner's Lake View Park, said north line also follows the existing City limits of Renton as annexed by Ordinance 1669, to the northeast corner of Lot 4, Block B, of Conner's Lake View Park No. 2, according to the plat recorded in Volume 78 of Plats, Page 64, Records of King County, Washington, in the Southwest 1/4 of said Section 7; Thence continuing westerly along the north line of said plat and along said existing City limits to the northwest corner thereof, said northwest corner also being a point on the easterly right-of-way line of 84th Avenue South; Thence southerly along said easterly right-of-way line and along said existing City limits to an intersection with the north line of the south 450 feet of the Southwest 1/4 of said Section 7; Thence easterly along the north of the south 450 feet of said subdivision, said north line also follows the existing City limits of Renton as annexed by Ordinance 3801 to an intersection with the west line of the east 275 feet of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 7; Thence southerly along the west line of the east 275 feet of said subdivision and along said existing City limits to

an intersection with the north line of the south 270 feet of the Southwest 1/4 of said Section 7; Thence easterly along the north line of the south 27- feet of said subdivision and along said existing City limits, to an intersection with the east line of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 7; Thence southerly along said east line, said east line also follows the existing City limits of Renton as annexed by Ordinance 1669 to an intersection with the south line of the Southwest 1/4 of said Section 7; Thence westerly along said south line of the Southwest 1/4, said south line also follows the existing City limits of Renton as annexed by Ordinance 3132, to the southwest corner of Section 7, said southwest corner also being the section corner common to Sections 7 and 18, Township 23 North, Range 5 East and Sections 12 and 13, Township 23 North, Range 4 East, said southwest corner also being a point on the easterly right-of-way line of 84th Avenue South; Thence southerly along said easterly right-of-way line, and along said existing City limits, to an intersection with the south line of the north 115 feet of the Northwest 1/4 of said Section 18; Thence easterly along the south line of the north 115 feet of said subdivision, and along said existing City limits, to an intersection with the east line of the west 495 feet of the Northwest 1/4 of said Section 18; Thence southerly along the east line of the west 495 feet of said subdivision, said east line also follows the existing City limits of Renton as annexed by Ordinances 2243 and 1461, to an intersection with the north line of the south 62.5 feet of the north 414 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 18; Thence westerly along the north line of the south 62.5 feet of said subdivision, said north line also follows the existing City limits of Renton as annexed by Ordinance 2366, a distance of 140 feet; Thence southerly along a line which lies 140 feet west of and parallel to the east line of the west 495 feet of the Northwest 1/4 of said Section 18 and along said existing City limits, a distance of 62.5 feet; Thence westerly along a line which lies 414 feet south of and parallel to the north line of the Northwest 1/4 of said Section 18, said line also follows the existing City limits of Renton as annexed by Ordinance 1461 to an intersection with the easterly right-of-way line of 84th Avenue South; Thence southerly along said easterly right-of-way line and along said existing City limits to an intersection with the south line of the north 694 feet of the Northwest 1/4 of said Section 18, said south line also being the southerly right-of-way line of N W 3rd Street, said street right-of-way being 40 feet in width; Thence easterly along the south line of the north 694 feet of the Northwest 1/4 and along said southerly right-of-way line and along said existing City limits, to an intersection with the east line of the west 386.5 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 18; Thence southerly along the east line of the west 386.5 feet of the Northwest 1/4 of the Northwest 1/4, said east line also follows the existing City limits of Renton as annexed by Ordinance 1579 to an intersection with the south line of the north 838 feet of the

Northwest 1/4 of the Northwest 1/4 of said Section 18; Thence easterly along the south line of the north 838 feet of the Northwest 1/4 of the Northwest 1/4, and along said existing City limits, to an intersection with the east line of the west 562.5 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 18; Thence southerly along the east line of the west 562.5 feet of the Northwest 1/4 of the Northwest 1/4, said east line also follows the existing City limits of Renton as annexed by Ordinance 1461 to an intersection with the northerly right-of-way line of N W 2nd Street, said street right-of-way being 60 feet in width; Thence easterly along said northerly right-of-way line and along said existing City limits to an intersection with the northerly extension of the west line of Lot 4, Block 30, Earlington Acre Tracts, as Recorded in Volume 15 of Plats, Page 84, Records of King County, Washington, in the Southeast 1/4 of the Northwest 1/4 of said Section 18; Thence southerly along said northerly extension, and along said west line of Lot 4, said west line also follow the existing City limits of Renton as annexed by Ordinance 1968 to the southwest corner of said Lot 4, said southwest corner also being a point on the northerly right-of-way margin of Renton Avenue South, (Renton Avenue Extension) in the Southeast 1/4 of the Northwest 1/4 of said Section 18; Thence northeasterly along said northerly right-of-way line and its northeasterly extension, and along said existing City limits, to an intersection with the southerly extension of the west line of Lot 2, Block 30 of said plat, said point of intersection being an angle point on the existing City limits of Renton as annexed to the City of Renton by Ordinance 1968; Thence southerly and southeasterly along the existing City limits of Renton, across City street right-of-way known as the Renton Avenue Extension, to an intersection with the southwesterly extension of the southeasterly line right-of-way of said Renton Avenue Extension; Thence in a general easterly and southeasterly direction along the northeasterly right-of-way line of an old King County road and along the existing City limits of Renton, to an intersection with the northeasterly extension of the northerly right-of-way line of S W Victoria Street, said street right-of-way being 60 feet in width; Thence southwesterly along said northeasterly extension and continuing in a generally northwesterly direction along said northerly right-of-way line, said northerly right-of-way line also follows the existing City limits of Renton as annexed by Ordinance 2022, to an intersection with the west line of Tract 15 of said Earlington Acre Tracts; Thence northerly along the west line of said Tract 15, said west line also follows the existing City limits of Renton as annexed by Ordinance 3680, to an intersection with the southerly right-of-way line of Renton Avenue Extension; Thence southwesterly along said southerly right-of-way line and along said existing City limits to a point of intersection with the northerly right-of-way line of S W Victoria Street said street right-of-way being 80 feet in width; Thence southerly, perpendicular to said northerly right-of-way line, and along said existing City limits, to an intersection with the southerly right-

of-way line of said S W Victoria Street; Thence southeasterly along said southerly right-of-way line, and along said existing City limits, to an intersection with the westerly boundary of a tract of land annexed to the City of Renton by Ordinance 2022, said westerly boundary also being the westerly right-of-way line of 89th Avenue South; Thence southwesterly along said westerly right-of-way line and along said existing City limits, to an intersection with the southerly margin of S W 2nd Street (South 133rd Street); Thence easterly along the southerly margin of S W 2nd Street (South 133rd Street), and along said existing City limits, a distance of 330 feet, more or less, to an intersection with the westerly boundary of a tract of land annexed to the City of Renton by Ordinance 1820; Thence South $10^{\circ}50'45''$ west along said existing City limits to an angle point on the existing City limits, said angle point being north $0^{\circ}12'20''$ East a distance of 116.0 feet from a point on the southerly right-of-way line of the City of Seattle pipeline; Thence South $0^{\circ}12'20''$ West along said existing City limits, a distance of 116.0 feet to an intersection with the southerly right-of-way line of the City of Seattle pipeline; Thence westerly and northwesterly along said southerly pipe line right-of-way, and along said existing City limits, in the Northwest 1/4 of said Section 7 and in the Northeast 1/4 of said Section 13, to an intersection with the northeast corner of Lot 1, block 1, R L Haddock Addition to Earlington, according to the Plat Recorded in Volume 38, Pages 4-5, Records of King County, Washington, in the Northeast 1/4 of said Section 13; Thence northeasterly across the Cedar River Pipeline right-of-way and South 134th Street, said right-of-way having a combined width of 96 feet, to an intersection with a point on the south line of Lot 1, Block 25, Earlington Acre Tracts, as recorded in Volume 15 of Plats, Page 84, Records of King County, Washington, said point lying 80 feet southeasterly of the southwest corner thereof; Thence northeasterly to an intersection with a point on the northeasterly line of said Block 25, said point lying 150 feet southeasterly of the northwest corner of said Lot 1; Thence northwesterly along the northeasterly line of Blocks 25 and 22 of said plat, said northeasterly line also being the southwesterly right-of-way line of South Langston Road, said street right-of-way being 60 feet in width, to a point of intersection with the southerly right-of-way line of South 132nd Street, said street right-of-way being 60 feet in width; Thence northwesterly across South 132nd Street to the southeast corner of Lot 1, Block 16 of said plat; Thence continuing northwesterly along the east line of said Lot 1 and along said southwesterly right-of-way line of South Langston Road, to the northeast corner of said Lot 1; Thence easterly along the easterly extension of the north line of said Lot 1, across South Langston Road to the northwest corner of Lot 1, Block 17 of said plat; Thence continuing easterly along the north line of said Block 17, to an intersection with the westerly right-of-way line of 80th Avenue South said street right-of-way being 60 feet in width; Thence northerly along said westerly right-of-way line to the northeast corner of Lot 1, Block 7, of said Plat;

Thence easterly along the easterly extension of the north line of said Lot 1, Block 7 across 80th Avenue South and Renton Avenue to the southwest corner of Lot 5, Block 2, of said plat; Thence continuing easterly along the south line of Block 2, and Block 1 of said plat to a point 95 feet west of the westerly right-of-way line of 84th Avenue South said street right-of-way being 60 feet in width; Thence northerly along a line 95 feet west of and parallel to said westerly street right-of-way line, to the south line of Lot 17, Block 60, Bryn Mawr, as recorded in Volume 5 of Plats, Page 58, Records of King County, Washington, said south line of Lot 17 also being 100 feet south of the southerly right-of-way margin of South 123rd Place in the Southeast 1/4 of said Section 12; Thence westerly along the south line of Lots 17 through 1, inclusive, of said block 60 and its westerly extension to an intersection with the westerly right-of-way line of 82nd Avenue South, said right-of-way being 60 feet in width; Thence northerly along said westerly right-of-way line to the northeast corner of Lot 21, Block 50 of said plat and the point of beginning.

TERMS AND CONDITIONS APPLICABLE TO
UTILITIES FRANCHISES GRANTED BY KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1. DEFINITIONS

County Road Rights-of-Way. The term "County Road Rights-of-Way" includes any road, street, avenue, or alley located within the area described in the attached Exhibit "A".

Director. The term "Director" refers to the chief executive of the King County Department of Public Works.

Grantee. The term "Grantee" refers to the CITY OF RENTON its successors and those assignees approved pursuant to paragraph 16 herein.

Utility. The term "utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the County property described in Exhibit "A".

Council. The term "Council" refers to the King County Council, acting in its official capacity.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other facilities in, under, over, across, and along any of the county property described in Exhibit "A".

2. ACCEPTANCE BY GRANTEEES OF TERMS AND CONDITIONS

The full acceptance of this franchise and all of its terms and conditions shall be filed with the Clerk of the Council within thirty (30) days from _____, 19____, by the Grantee. Full acceptance of this franchise is a condition precedent to its taking effect, and unless this franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

3. NON-EXCLUSIVE FRANCHISE

This franchise is not exclusive. It does not prohibit King County from granting franchises for other public or private utilities, in, under, over, across, and along any County property, including County road rights-of-way.

This franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County road rights-of-way covered by this franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc. as it may deem fit.

4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights of way in which King County has an actual interest. It is not a warranty of title or of interest in County road rights-of-way.

Whenever any of the County road rights-of-way 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 later fall within the City or Town limits, this franchise shall continue in force and effect until such time as the incorporation and/or annexation is complete according to applicable State law, after which time the County will no longer have any responsibility for maintenance of any County roads, rights-of-way or other County property within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County road rights-of-way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

5. REGULATION OF USE AND CONTROL

This franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County road rights-of-way covered by this franchise.

6. EMINENT DOMAIN

This franchise and the limited rights and interests for the operation, maintenance, repair, and construction of Grantee's transmission and service lines and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this franchise shall not exceed the actual amount the Grantee paid to King County in obtaining this franchise.

7. ENFORCEMENT

Failure of King County to enforce any provision of this agreement does not constitute a waiver of its right to enforce that provision or any other provision of this agreement.

8. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns to defend, indemnify and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this franchise. The Grantee's obligations under this section shall include:

(a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.

(b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.

(c) Indemnification of claims made by the Grantee's own employees or agents.

(d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

8. INDEMNITY AND HOLD HARMLESS (CON'T.)

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this franchise agreement, the Grantee agrees to defend, hold harmless and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

9. VACATION

If at any time King County vacates any County road rights-of-way covered by this franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation. King County may, after giving thirty (30) day's written notice to the Grantee, terminate this franchise with respect to any County road rights-of-way vacated.

10. INSTALLATION, REPAIR, REMOVAL OR RELOCATION

The Grantee shall, at no expense to the County, repair all existing facilities that it owns within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if such repair is required by the County for any reasonable purpose.

The Grantee shall, at no expense to the County, adjust, remove or relocate existing facilities within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if the County determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the County in such road right-of-way. The County shall give the Grantee written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the County's capital improvement program, including such available information as is reasonably necessary for the grantee to plan for such adjustment, removal or relocation.

For projects that are a part of the County's capital improvement program, in addition to any other notice given to the Grantee, the County shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as

proposed by the County, and the proposed construction schedule; notwithstanding any permit conditions that may later be applied to the County project, this initial design information shall be given at least 180 days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Grantee shall respond to this notice, and to any later notices of revised designs based on permit conditions, within no more than thirty (30) days by providing to the County the best available information as to the location of all of the Grantee's facilities, including all appurtenant facilities and service lines connecting its system to users and all facilities that it has abandoned, within the area proposed for the public works project.

The County shall offer the Grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Grantee's facilities. Such bid documents shall provide for an appropriate cost allocation between the parties. The County shall have sole authority to choose the contractor to perform such work. The Grantee and the County may negotiate an agreement for the Grantee to pay the County for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the Grantee's allocation of contractor costs, the Grantee shall reimburse the county for costs, such as for inspections or soils testing, related to the Grantee's work and reasonably incurred by the County in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of County professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the County on other similar projects, including joint projects with other County agencies.

11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee has the right, privilege and authority to enter the County road rights-of-way for the purpose of operating, maintaining, repairing or constructing its transmission and service lines and appurtenances on the condition that it obtains permits approved by the Director and Property Services Division and, when applicable, by the Department of Development and Environmental Services. Applications for work permits shall be presented to the Property Services Division which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. Any work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the County road rights-of-way. All work shall be done to the satisfaction of the Director.

All equipment, lines and appurtenances which are used in the operation, maintenance, repair or construction of the Grantee's service and which are located within the County road rights-of-way and owned by the Grantee shall be considered to be part of the Grantee's system and shall be the responsibility of the Grantee. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

The Grantee shall, at no expense to the County, assume the following obligations with respect to facilities connected to its system that are within County road rights-of-way and which it does not own, including appurtenant facilities and service lines connecting its system to users:

(a) The Grantee shall apply for, upon request and on behalf of the owner of the facilities, a County right-of-way construction permit for any repairs required for such facilities; provided such owner agrees to reimburse the Grantee for all costs incurred by the Grantee and any other reasonable conditions the Grantee requires as a precondition to applying for the permit. All work to be performed in the County right-of-way shall comply with all conditions of the County permit and all applicable County requirements. The Grantee may at its option perform any part of the repair with its own forces or require the owner to employ a contractor for that purpose, provided such contractor is approved by the County;

(b) In the event that the County determines emergency repair of such facilities is necessary to halt or prevent significant damage to County road rights-of-way or significant threats to the health, safety or welfare of parties other than the owner or the occupants of the building served by such facilities, the Grantee shall take prompt remedial action to correct the emergency to the County's approval, which the County shall not unreasonably withhold;

(c) When the County or its contractor provides notice to the Grantee, pursuant to R.C.W. 19.122, of its intent to excavate within County road rights-of-way, the Grantee shall provide to the County or its contractor the best information available from the Grantee's records or, where reasonable, from the use of locating equipment as to the location of such facilities, including surface markings where these would reasonably be of use in the excavation. If the Grantee fails to make good faith efforts to provide the above information within the deadlines provided by R.C.W. 19.122, the Grantee shall hold the County harmless for all reasonable costs that result from damage to such facilities if such damages occurs as a result of the failure to provide such information. Nothing in

this subsection is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or the Grantee toward any third party, nor is anything in this subsection intended or to be construed to alter the rights and responsibilities of the parties under R.C.W. 19.122, as amended.

The Grantee shall post a bond to King County in the amount sufficient for any road repair or restoration. The amount of the bond shall be set by the Director and must be filed with the Property Services Division before a permit will be issued.

12. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, under or adjacent to County road rights-of-way, the Grantee is responsible for and will leave all County road rights-of-way in as good a condition as they were in before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore County road rights-of-way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County road rights-of-way to its pre-work condition. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred.

13. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on County road rights-of-way shall conform to all County requirements including, but not limited to, the requirements of the current edition of the County Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the annual of Uniform Traffic Control Devices in force when the work is performed.

14. BLASTING REQUIREMENTS

The right to operate, maintain, repair and construct Grantee's transmission and service lines and appurtenances granted by this franchise, does not preclude King County, its agents or contractors from blasting, grading, or doing other road work contiguous to the Grantee's lines, and appurtenances. When practical, the Grantee will be given forty-eight (48) hours notice of any blasting or excavating so that the Grantee may protect its lines and

appurtenances.

15. SURVEY MARKERS AND MONUMENTS

Before any work is performed under this franchise, the Grantee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights of way, and all other surveys. The reference points shall be located so that they will not be disturbed during any of Grantee's operations under this franchise. The method of referencing monuments or other markers or points shall be approved by the Director before placement. The replacement of all markers or monuments disturbed during any construction of the Grantee shall be made as promptly as conditions permit and as ordered by the Director. The cost of monuments or markers lost, destroyed, or disturbed and the expense of replacement with approved markers or monuments shall be borne by the Grantee.

16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without the consent of the Metropolitan King County Council given by Motion. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds which the Council deems necessary to be posted are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

17. MODIFICATIONS AND/OR REVOCATION

If the Grantee, its successor or assigns shall violate or fail to comply with any of the terms, conditions or stipulations or any modifications of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise through neglect or failure to obey or comply with any notice given the intent to revoke, amend, alter, change or supplement this franchise. The King County Executive shall give the Grantee thirty (30) day's written notice of its intention to amend, alter, change or supplement this franchise, during which period the Grantee shall have the opportunity to remedy the failure to comply.

If the King County Executive intends to revoke the franchise, the Grantee will be given written notification. A public hearing shall be scheduled within 90 days following the notification. The decision to revoke this franchise will become effective 90 days following the public hearing if the County Executive finds the revocation to be in the public interest.

King County specifically reserves for itself the right to impose taxes, use fees, costs, service requirements, or other fees on the Grantee for the privilege of conducting this business in King County, for the use of the County's property, to pay for the cost of regulating this activity, or for any other public purpose so long as those taxes, use fees, costs, service requirements or other fees are imposed by ordinance, and after 180 days written notice to the Grantee.

18. EXPIRATION AND RENEWAL

To the extent described in Exhibit "A", all rights granted by this franchise to County road rights-of-way outside incorporated Towns and Cities apply to all existing County road rights-of-Way improved and unimproved and to all County road rights-of-way acquired by King County during the term of this franchise.

If the Grantee has initiated a renewal of this franchise before it expires, the County may, at its sole discretion, extend the term of the franchise on a month-to-month basis for up to one year. Should the County elect to extend the franchise, written notice shall be provided to the Grantee before the franchise expiration date.

If the Grantee has not applied for a renewal of this franchise before it expires, King County has the right to remove or relocate any lines and appurtenances of the Grantee as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, franchise holders, or for the construction, renewing, altering, or improving of any County road rights-of-way, or for the installation of lines and/or facilities of other franchise holders.

Grantee shall be liable for the costs incurred in any removal or relocation of its lines and appurtenances under this section. Costs include the expense of labor and equipment, provided that any removal is effected within two (2) years from the expiration date of this franchise.

Upon expiration of this franchise, the Grantee shall continue to be responsible for the operation and maintenance of existing facilities in the County road rights-of-way but shall not have the right to provide additional services.

19. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and King County environmental standards and ordinances.

20. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, religion, ancestry, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, religion, ancestry, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

21. PENALTY FOR VIOLATION OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the terms, conditions or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise, the Council may revoke, amend, alter, change or supplement this franchise. The Council shall give thirty (30) day's written notice to the Grantee of its intention to do so, during which period the Grantee shall have the opportunity to remedy the failure to comply

22. RATES

The Grantee agrees that it shall be subject to all authority now or later possessed by the County or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this franchise.

23. RIGHT OF APPEAL

Decisions, requirements, or approvals of the Director are binding on the parties to this document. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court.

24. SEVERANCE

This agreement gives effect to purposes and uses which are consistent with economical and efficient services 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 this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served.

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