



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 13, 2001

Ordinance 14056

Proposed No. 2001-0021.2

Sponsors Irons

1 AN ORDINANCE approving a franchise for the city of
2 Renton to construct, operate and maintain a sewer system in
3 council districts 6, 9, 12 and 13, and authorizing the
4 executive to execute the franchise agreement.

5
6 STATEMENT OF FACTS

- 7 1. The city of Renton has filed an application for a franchise in council
8 districts 6, 9, 12 and 13 to construct, operate and maintain a sewer
9 system to serve single and multi-family residences and commercial
10 properties adjacent to the city's boundaries in accordance with RCW
11 36.55.010 and K.C.C. chapter 6.27.
- 12 2. The city of Renton's comprehensive plan was approved on January 18,
13 2000, by Ordinance 13708.
- 14 3. The relevant county departments have reviewed the application.
- 15 4. The King County executive has recommended approval of the
16 franchise.

17 5. The utilities technical review committee has reviewed and approved
18 the conditions of the city of Renton's franchise, legal descriptions, and
19 maps.

20 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

21 SECTION 1. The granting of a franchise to the city of Renton to construct,
22 operate and maintain a sewer system within King County is hereby approved. The King
23 County executive is authorized to enter into and execute the sewer system franchise,
24 which by this reference is fully incorporated herein. Said franchise shall include all of
25 the general and special conditions required by the county.

26 SECTION 2. If within thirty days after the granting of this franchise, the
27 applicant shall have failed to sign the written acceptance incorporated herein, then the

28 rights and privileges granted herein shall be forfeited and said franchise shall be null and
29 void.

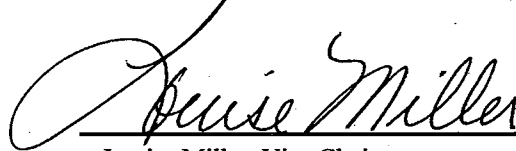
Ordinance 14056 was introduced on 1/16/01 and passed by the Metropolitan King County Council on 3/12/01, by the following vote:

Yes: 7 - Ms. Miller, Mr. Phillips, Mr. Pelz, Mr. Nickels, Mr. Pullen, Mr. Gossett and Mr. Irons

No: 0

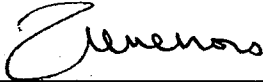
Excused: 6 - Mr. von Reichbauer, Ms. Fimia, Mr. McKenna, Ms. Sullivan, Ms. Hague and Mr. Vance

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Louise Miller, Vice Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 23rd day of March, 2001.



Ron Sims, County Executive

Attachments A. Franchise Agreement dated 03-12-01, B. through L. Individual Maps of Franchise Areas A through K, M. Map of Entire Franchise Areas A through K

14056

FRANCHISE NO. 14056

In the matter of the application for a franchise to operate, maintain, repair, and construct sewer 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 sewer 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 12th day of March, 2001. 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, subject to the conditions set forth in Exhibit "B" attached hereto, this franchise and Ordinance No. 14056. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair and construct mains and service lines and appurtenances as a part of its distribution system in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A".

14056

This franchise is granted subject to all of the terms and conditions contained herein, within Ordinance No. 14056 and Exhibit "B", and shall expire in twenty-five years on March 12, 2026

Dated this 23 day of March, 2001, 19

KING COUNTY, WASHINGTON

BY [Signature]

TITLE King County Executive
for

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained herein, within Ordinance 14056 and Exhibit "B".

CITY OF RENTON
GRANTEE

BY [Signature]
Jesse Tanner

TITLE Mayor

ATTEST: [Signature]
Marilyn J. Petersen, City Clerk

Dated this 13th day of April, 2001, 19

Exhibit "A"

Area "A"

The lands included within Area "A" of the Sanitary Sewer Franchise are situated in the Northwest quarter of Section 3 and the Northeast and Northwest quarters of Section 4, all in Township 23 North, Range 5 East, W.M., King County, Washington, said Area "A" more particularly described as bounded on the east, south and west by the existing City limit line of the City of Renton and lying southerly of the following described line:

Beginning said line at the southwest corner of the plat of Paradise Estates No. 2, as recorded in Volume 102 of Plats, Page 31, records of King County, Washington, said southwest corner also being a point on the City limit line of the City of Renton as annexed under Ordinance No. 4337 in the Northwest quarter of said Section 4;

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 the Northeast quarter of said Section 4;

Thence northerly along said west line of said Northeast quarter to the northwest corner thereof;

Thence easterly along the north line of said Northeast quarter, to the northeast corner thereof, said northeast corner also being a point on the centerline of Union Ave. NE (132nd Ave. SE) and also being the northwest corner of the Northwest quarter of said Section 3;

Thence continuing easterly along the north line of said Northwest quarter, crossing Union Ave. NE (132nd Ave. SE), to an intersection with the easterly right-of-way margin of Union Ave. NE (132nd Ave. SE), said intersection also being a point on the City limit line of the City of Renton as annexed under Ordinance No. 4780 and the termination of the herein before described line.

Area "B"

The lands included within Area "B" of the Sanitary Sewer Franchise are situated in the North half (1/2) of Section 3, Township 23 North, Range 5 East, W.M., King County, Washington, said Area "B" more particularly described as bounded on the east, south and west by the existing City limit line of the City of Renton and lying southerly of the following described line:

Beginning said line at the intersection of the southwesterly right-of-way margin of SE 95th Way and the north line of said Section 3, said intersection also being a point on the City limit line of the City of Renton as annexed under Ordinance No. 4195;

Thence easterly along said north line, crossing SE 95th Way and Coal Creek Parkway SE, to the northwest corner of Tract A of Stonegate, as recorded in Volume 177, Pages 62-88, inclusive,

records of King County, Washington, said northwest corner also being a point on the City limit line of the City of Renton as annexed under Ordinance No. 4510 and the termination of the herein before described line.

Area "C"

The lands included within Area "C" of the Sanitary Sewer Franchise are situated in that portion of the Northeast quarter of the Southwest quarter of Section 3, Township 23 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the northwest corner of the south half (1/2) of Tract 13 of Joseph P. Marshall Tracts, as recorded in Volume 38 of plats, Page 30, records of King County, Washington, said northwest corner also being a point on the west line of said Northeast quarter of the Southwest quarter;

Thence easterly along the north line of said south half (1/2), said north line also being the City limit line of the City of Renton as annexed under Ordinance No. 2824, to the northeast corner of said south half (1/2), said northeast corner also being a point on the westerly right-of-way margin of Duvall Ave. NE (138th Ave. SE);

Thence continuing easterly along the easterly extension of said north line of said south half (1/2), crossing Duvall Ave. NE, to an intersection with the east margin of said Duvall Ave. NE;

Thence southerly along said east margin, to an intersection with the south line of said Northeast quarter of the Southwest quarter;

Thence westerly along said south line and, in part, the City limit line of the City of Renton as annexed under Ordinance No. 2894, to the southwest corner of said subdivision;

Thence northerly along the west line of said subdivision and the City limit line of the City of Renton as annexed under Ordinance No. 2000, to an intersection with said northwest corner of the south half (1/2) of Tract 13 of Joseph P. Marshall Tracts, and the point of beginning.

LESS that portion thereof annexed to the City of Renton under City of Renton Ordinance No. 2945

Area "D"

The lands included within Area "D" of the Sanitary Sewer Franchise are situated in Section 2, Section 3, Section 10, Section 11, Section 12, Section 13, Section 14, Section 15, Section 21, Section 22, Section 23 and Section 24, all in Township 23 North, Range 5 East, W.M. and Section 18 and Section 19, both in Township 23 North, Range 6 East, W.M., all in King County, Washington, said Area "D" being more particularly described as bounded on the west by the existing City limit line of the City of Renton and lying southerly, westerly and northerly of the

following described line:

Beginning at the intersection of the north line of the Northeast quarter of said Section 3 and the westerly right-of-way margin of 148th Ave. SE (Orcas Ave. NE) said intersection also being a point on the City limit line of the City of Renton as annexed under Ordinance No. 4510;

Thence westerly along said north line of the Northeast quarter, crossing a portion of 148th Ave. SE, to the Northeast corner thereof, said Northeast corner also being the Northwest corner of said Section 2 and also being the centerline of 148th Ave. SE;

Thence continuing westerly along the north line of said Section 2, to an intersection with the northerly extension of the easterly right-of-way margin of 148th Ave. SE;

Thence southerly along said northerly extension and the easterly right-of-way margin of 148th Ave. SE, to an intersection with the north line of the Southwest quarter of said Section 11;

Thence easterly along said north line, to the northeast corner of said Southwest quarter;

Thence southerly along the east line of said Southwest quarter, to an intersection with the northerly right-of-way margin of SE 128th Street;

Thence easterly along the courses of the northerly right-of-way margin of SE 128th Street, crossing 160th Ave. SE, 164th Ave. SE and 169th Ave. SE, to an intersection, in the Southwest quarter of said Section 12, with the northerly extension of the east line of the west half (1/2) of the east half (1/2) of the west half (1/2) of the Northeast quarter of the Northwest quarter of said Section 13;

Thence southerly along said northerly extension, and said east line of said subdivision, to an intersection with a line 30 feet north of the south line of said Northeast quarter of the Northwest quarter of said Section 13;

Thence easterly along said north line, to an intersection with the east line of said subdivision, said east line also being the west line of the north half (1/2) of the Northeast quarter of said Section 13;

Thence continuing easterly along the north line of the south 30 feet of said north half (1/2), crossing 172nd Ave. SE and 175th Ave. SE, to an intersection with the east line of said subdivision, said east line also being the west line of the Northwest quarter of the Northwest quarter of said Section 18;

Thence continuing easterly along the north line of the south 30 feet of said Northwest quarter of the Northwest quarter, to an intersection with the northerly extension of the easterly right-of-way margin of 182nd Ave. SE;

Thence southerly along said northerly extension and the easterly right-of-way margin of 182nd Ave. SE, crossing SE 132nd Street, to an intersection with the northerly right-of-way margin of SE 134th Street in the Southwest quarter of the Northwest quarter of said Section 18;

Thence easterly along said northerly right-of-way margin and the easterly extension of said northerly right-of-way margin, crossing 184th Ave. SE, to an intersection with the easterly right-of-way margin of 184th Ave. SE in the Southeast quarter of the Northwest quarter of said Section 18;

Thence southerly along said easterly right-of-way margin of 184th Ave. SE and the southerly extension thereof, crossing SE 135th Street, SE 136th Street and SE 144th Street, to an intersection with the southerly right-of-way margin of SE 144th Street, as deeded to King County per King County Recording No. 3000495 in the Northwest quarter of said Section 19;

Thence continuing southerly along said southerly extension, to an intersection with the north line of Lot 1 of King County Short Plat No. 681066, as recorded under King County Recording No. 8301240686;

Thence easterly along the north line of said Lot 1 and the north line of Lot 2 of said short plat, to the northeast corner of said Lot 2;

Thence southerly along the east line of said Lot 2 and the east line of Lot 3 of said short plat, to the southeast corner of said Lot 3, said southeast corner also being the northeast corner of Lot 3 of King County Short Plat No. 681067, as recorded under King County Recording No. 8301240687;

Thence southerly along the east line of said Lot 3 and the east line of Lot 2 of said short plat, to the southeast corner of said Lot 2;

Thence westerly along the south line of said Lot 2 and the south line of Lot 1 of said short plat, to the southwest corner of said Lot 1, said southwest corner also being the southeast corner of the plat of Renton-Suburban Tracts Division No. 8, as recorded in Volume 69 of plats, Pages 74-76, inclusive, records of King County, Washington, in Government Lot 1 of said Section 19;

Thence westerly along the courses of the south boundary of said plat, to an intersection with the south line of the plat of Renton-Suburban Tracts Div. No. 6, as recorded in Volume 66 of plats, Pages 33-35, inclusive, records of King County, Washington in the Northeast quarter of said Section 24;

Thence westerly along the south line of said plat, to the most southwest corner thereof, said southwest corner also being the northeast corner of Government Lot 5 of said Section 24;

Thence southerly along the east line of said Government Lot 5, to the northeast corner of Lot 31 of the plat of Renton-Suburban Tracts Div. No. 7, as recorded in Volume 69, Pages 39-41,

inclusive, records of King County, Washington;

Thence southwesterly and northwesterly along the courses of the south boundary of said plat, to an intersection with the east line of Government Lot 10 of said Section 24, said east line also being the east line of Tract A of the plat of Briarwood South No. 6, as recorded in Volume 97, Pages 68-69, records of King County, Washington;

Thence northerly along said east line of said Government Lot 10 and said Tract A, to an intersection with the southerly right-of-way margin of SE 149th Street;

Thence westerly along said right-of-way margin and the courses of the north boundary of said Tract A, to the northwest corner thereof, said northwest corner also being a point on the east line of the Northeast quarter of said Section 23;

Thence northerly along said east line, to the most northeast corner of Tract C of Skyfire Ridge Div. No. 1, as recorded in Volume 141, Pages 93-99, inclusive, records of King County, Washington;

Thence westerly along the courses of the north boundary of said Tract C, to the northwest corner thereof, said northwest corner also being a point on the east line of the Southwest quarter of the Northeast quarter of said Section 23;

Thence northerly along said east line, to the northeast corner of said subdivision;

Thence westerly along the north line of said subdivision, to the northwest corner of said subdivision, said northwest corner also being the northeast corner of Government Lot 7 of said Section 23;

Thence North 88° 00'30" West along the north line of said Government Lot 7, a distance of 100 feet;

Thence South 31° 31'00" West, a distance of 648 feet;

Thence North 55°51'30" West, a distance of 250 feet;

Thence South 31°31'00" West, a distance of 150 feet;

Thence North 55°51'30" West, to an intersection with the southeasterly right-of-way margin of 154th Place SE (Orton County Road);

Thence southwesterly along said southeasterly right-of-way margin and the southwesterly extension of said southeasterly right-of-way margin, crossing SE Jones Road (JE Jones Road) to an intersection with the southwesterly right-of-way margin of SE Jones Road (JE Jones Road);

Thence southwesterly, crossing the Cedar River and SE Renton-Maple Valley Highway (SR 169, P.S.H. No. 5), to the point on the southwesterly right-of-way margin of said right-of-way opposite Station 368+02, per Sheet 5 of 9, Cedar Grove Park Vicinity to Maplewood Golf Course Vicinity, State of Washington Highway Maps;

Thence northwesterly along the courses of the southwesterly right-of-way margin of SE Renton-Maple Valley Highway (SR 169, P.S.H. No. 5), crossing 152nd Ave. SE and 140th Way SE, to an intersection with the thread of the Cedar River in the Northwest quarter of said Section 22;

Thence southwesterly, westerly and northwesterly along said thread of the Cedar River, to the intersection with the City limit line of the City of Renton as annexed under Ordinance No. 3723 in the Southeast quarter of said Section 21 and the termination of the herein before described line.

Area "E"

The lands included within Area "E" of the Sanitary Sewer Franchise are situated in Sections 12, 13 and 14, all in Township 23 North, Range 4 East, W.M., and Sections 7 and 18, Township 23 North, Range 5 East, W.M., all in King County, Washington, bounded on the east and south by the existing City limit line of the City of Renton and lying southerly and easterly of the following described line:

Beginning at the northeast corner of Lot 32 of Junction Addition to Seattle, as recorded in Volume 12 of Plats, Page 75, records of King County, Washington, said northeast corner also being a point on the City limit line of the City of Renton as annexed under Ordinance No. 4642 and also being a point on the northerly right-of-way margin of South 137th Street in said Section 14;

Thence easterly along the north line of said plat and said northerly right-of-way margin, to the southwest corner of condominium plat of Empire Estates, as recorded in Volume 28 of Condominiums, Pages 106-120, inclusive, records of King County, Washington in said Section 13;

Thence northerly, easterly and northerly along the west line of said condominium plat, to an intersection with the southerly right-of-way margin of Martin Luther King Way South (also known as Empire Way South and State Road No. 2);

Thence continuing northerly along the northerly extension of said west line, crossing Martin Luther King Way South, to an intersection with the northerly right-of-way margin of Martin Luther King Way South;

Thence southeasterly along the courses of said northerly right-of-way margin, crossing S. 135th Street, to an intersection with the west line of Lot 1, Block 2 of Stiles View Tracts, as recorded in Volume 46 of Plats, Page 85, records of King County, Washington;

Thence northerly along said west line, to an intersection with the south line of the north 180 feet of said Block 2;

Thence easterly along said south line, crossing Lots 1-7, inclusive, of said Block 2, to an intersection with the east line of said Lot 7, said east line also being the west line of Lot 8, Block 4 of R.L Haddock Addition to Earlington, as recorded in Volume 38 of Plats, Pages 4-5, records of King County, Washington;

Thence northerly along said west line of said Lot 8, to the southwest corner of Lot 1 of King County Short Plat No. 982004, recorded under King County Recording No. 8301040882;

Thence easterly along the south line of said Lot 1 and the easterly extension of said south line, crossing Lots 8-6, inclusive, of said Block 4, to an intersection with the east line of said Lot 6;

Thence northerly along said east line, to the northeast corner of said Lot 6;

Thence northerly, crossing S. 135th Street, to the southwest corner of Lot 5, Block 3 of said plat;

Thence northerly along the west line of said Lot 5 and the northerly extension of said west line, crossing S. 134th Street and the Cedar River Pipeline right-of-way, to an intersection with the northerly right-of-way margin of said street and said pipeline;

Thence southeasterly along said northerly right-of-way margin of said street and pipeline, to an intersection with the westerly right-of-way margin of 76th Avenue S., said westerly right-of-way margin also being the west line of the Northeast quarter of said Section 13;

Thence northerly along said westerly right-of-way margin and said west line, crossing S. 132nd Street and S. Langston Road (also known as John Langston Road No. 3 and 78th Avenue S. Extension Revision), to an intersection with the northerly right-of-way margin of said S. Langston Road;

Thence northeasterly along said northerly right-of-way margin, crossing 76th Avenue S., to an intersection with the westerly extension of the north line of Block 7 of Earlington Acre Tracts, as recorded in Volume 15 of Plats, Page 84, records of King County, Washington;

Thence easterly along said westerly extension and the north line of said Block 7, to the northwest corner of Lot 2 of said Block 7;

Thence southerly along the west line of said Lot 2, to an intersection with the south line of the north 100 feet of said Lot 2;

Thence easterly along said south line, to an intersection with the east line of said Lot 2;

Thence northerly along said east line, to the northeast corner of said Lot 2 and a point on the north line of said Block 7;

Thence easterly along said north line, to the northeast corner of Lot 1 of said Block 7, said northeast corner also being a point on the westerly right-of-way margin of 80th Avenue S.;

Thence northerly along said westerly right-of-way margin and the northerly extension of said westerly right-of-way margin crossing Renton Avenue S. and S. 128th Street, to an intersection with the westerly extension of the northerly right-of-way margin of S. 128th Street in the Southeast quarter of said Section 12;

Thence easterly along said westerly extension and the northerly right-of-way margin of S. 128th Street, crossing 80th Avenue S. and 82nd Avenue S., to an intersection with the westerly right-of-way of 84th Avenue S.;

Thence northerly along said westerly right-of-way margin, crossing S. 126th Street, to an intersection with the westerly extension of the north boundary of the plat of Conner's Lake View Park No. 2, as recorded in Volume 78 of Plats, Page 64, records of King County, Washington;

Thence easterly along said westerly extension and the north boundary of said plat, crossing 84th Avenue S., to the northeast corner of said plat in the Southwest quarter of said Section 7, said north boundary also being the City limit line of the City of Renton as annexed under Ordinance No. 1669 and said northeast corner also being the northwest corner of the plat of Conner's Lake View Park, as recorded in Volume 72 of Plats, Page 31, records of King County, Washington;

Thence easterly along said north boundary and said existing City limit line, to an intersection with the west line of the east 140 feet of the Southwest quarter of the Southwest quarter of said Section 7;

Thence northerly along said west line, to an intersection with the south line of the north 145.575 feet of said subdivision;

Thence easterly along said south line, to an intersection with the westerly right-of-way margin of Stevens Avenue S. (87th Avenue S.);

Thence northerly along said westerly right-of-way margin, crossing S. 124th Street and S. 123rd Street, to an intersection with the westerly extension of the northerly right-of-way margin of NW 7th Street (S. 122nd Street);

Thence easterly along said westerly extension and the northerly right-of-way margin of NW 7th Street (S. 122nd Street), crossing Stevens Avenue S. (87th Ave. S.), to the end of the right-of-way

for said street as determined by City of Renton Street Vacation Ordinance No. 3455 and the termination of the herein before described line, said termination point also being the City limit line of the City of Renton as annexed under Ordinance No. 2426.

Area "F"

The lands included within Area "E" of the Sanitary Sewer Franchise are situated in Sections 12, 13 and 14, all in Township 23 North, Range 4 East, W.M., and Sections 7 and 18, Township 23 North, Range 5 East, W.M., all in King County, Washington, bounded on the east and south by the existing City limit line of the City of Renton and lying southerly and easterly of the following described line:

Beginning at the northeast corner of Lot 32 of Junction Addition to Seattle, as recorded in Volume 12 of Plats, Page 75, records of King County, Washington, said northeast corner also being a point on the City limit line of the City of Renton as annexed under Ordinance No. 4642 and also being a point on the northerly right-of-way margin of South 137th Street in said Section 14;

Thence easterly along the north line of said plat and said northerly right-of-way margin, to the southwest corner of condominium plat of Empire Estates, as recorded in Volume 28 of Condominiums, Pages 106-120, inclusive, records of King County, Washington in said Section 13;

Thence northerly, easterly and northerly along the west line of said condominium plat, to an intersection with the southerly right-of-way margin of Martin Luther King Way South (also known as Empire Way South and State Road No. 2);

Thence continuing northerly along the northerly extension of said west line, crossing Martin Luther King Way South, to an intersection with the northerly right-of-way margin of Martin Luther King Way South;

Thence southeasterly along the courses of said northerly right-of-way margin, crossing S. 135th Street, to an intersection with the west line of Lot 1, Block 2 of Stiles View Tracts, as recorded in Volume 46 of Plats, Page 85, records of King County, Washington;

Thence northerly along said west line, to an intersection with the south line of the north 180 feet of said Block 2;

Thence easterly along said south line, crossing Lots 1-7, inclusive, of said Block 2, to an intersection with the east line of said Lot 7, said east line also being the west line of Lot 8, Block 4 of R.L Haddock Addition to Earlington, as recorded in Volume 38 of Plats, Pages 4-5, records of King County, Washington;

Thence northerly along said west line of said Lot 8, to the southwest corner of Lot 1 of King County Short Plat No. 982004, recorded under King County Recording No. 8301040882;

Thence easterly along the south line of said Lot 1 and the easterly extension of said south line, crossing Lots 8-6, inclusive, of said Block 4, to an intersection with the east line of said Lot 6;

Thence northerly along said east line, to the northeast corner of said Lot 6;

Thence northerly, crossing S. 135th Street, to the southwest corner of Lot 5, Block 3 of said plat;

Thence northerly along the west line of said Lot 5 and the northerly extension of said west line, crossing S. 134th Street and the Cedar River Pipeline right-of-way, to an intersection with the northerly right-of-way margin of said street and said pipeline;

Thence southeasterly along said northerly right-of-way margin of said street and pipeline, to an intersection with the westerly right-of-way margin of 76th Avenue S., said westerly right-of-way margin also being the west line of the Northeast quarter of said Section 13;

Thence northerly along said westerly right-of-way margin and said west line, crossing S. 132nd Street and S. Langston Road (also known as John Langston Road No. 3 and 78th Avenue S. Extension Revision), to an intersection with the northerly right-of-way margin of said S. Langston Road;

Thence northeasterly along said northerly right-of-way margin, crossing 76th Avenue S., to an intersection with the westerly extension of the north line of Block 7 of Earlington Acre Tracts, as recorded in Volume 15 of Plats, Page 84, records of King County, Washington;

Thence easterly along said westerly extension and the north line of said Block 7, to the northwest corner of Lot 2 of said Block 7;

Thence southerly along the west line of said Lot 2, to an intersection with the south line of the north 100 feet of said Lot 2;

Thence easterly along said south line, to an intersection with the east line of said Lot 2;

Thence northerly along said east line, to the northeast corner of said Lot 2 and a point on the north line of said Block 7;

Thence easterly along said north line, to the northeast corner of Lot 1 of said Block 7, said northeast corner also being a point on the westerly right-of-way margin of 80th Avenue S.;

Thence northerly along said westerly right-of-way margin and the northerly extension of said westerly right-of-way margin crossing Renton Avenue S. and S. 128th Street, to an intersection

with the westerly extension of the northerly right-of-way margin of S. 128th Street in the Southeast quarter of said Section 12;

Thence easterly along said westerly extension and the northerly right-of-way margin of S. 128th Street, crossing 80th Avenue S. and 82nd Avenue S., to an intersection with the westerly right-of-way of 84th Avenue S.;

Thence northerly along said westerly right-of-way margin, crossing S. 126th Street, to an intersection with the westerly extension of the north boundary of the plat of Conner's Lake View Park No. 2, as recorded in Volume 78 of Plats, Page 64, records of King County, Washington;

Thence easterly along said westerly extension and the north boundary of said plat, crossing 84th Avenue S., to the northeast corner of said plat in the Southwest quarter of said Section 7, said north boundary also being the City limit line of the City of Renton as annexed under Ordinance No. 1669 and said northeast corner also being the northwest corner of the plat of Conner's Lake View Park, as recorded in Volume 72 of Plats, Page 31, records of King County, Washington;

Thence easterly along said north boundary and said existing City limit line, to an intersection with the west line of the east 140 feet of the Southwest quarter of the Southwest quarter of said Section 7;

Thence northerly along said west line, to an intersection with the south line of the north 145.575 feet of said subdivision;

Thence easterly along said south line, to an intersection with the westerly right-of-way margin of Stevens Avenue S. (87th Avenue S.);

Thence northerly along said westerly right-of-way margin, crossing S. 124th Street and S. 123rd Street, to an intersection with the westerly extension of the northerly right-of-way margin of NW 7th Street (S. 122nd Street);

Thence easterly along said westerly extension and the northerly right-of-way margin of NW 7th Street (S. 122nd Street), crossing Stevens Avenue S. (87th Ave. S.), to the end of the right-of-way for said street as determined by City of Renton Street Vacation Ordinance No. 3455 and the termination of the hereinbefore described line, said termination point also being the City limit line of the City of Renton as annexed under Ordinance No. 2426.

Area "G"

The lands included within Area "G" of the Sanitary Sewer Franchise are situated in that portion of the Southeast quarter of the Northwest quarter of Section 29, Township 23 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the northwest corner of the Southeast quarter of the Northwest quarter of said

Section 29;

Thence easterly along the north line of said subdivision and the City limit line of the City of Renton as annexed under Ordinance No. 1909, to an intersection with the westerly right-of-way margin of Benson Road S. (previously Secondary State Hwy 5C);

Thence southeasterly along said westerly right-of-way margin and the City limit line of the City of Renton as annexed under Ordinance No. 1971, crossing 106th Ave. SE, to an intersection with a line 20 feet westerly of, and parallel with, the east line of Lot 2, Block 4, Aker's Farms No. 5, as recorded in Volume 40, Page 27, records of King County, Washington;

Thence southerly along said parallel line, to an intersection with a line 120 feet north of, and parallel with, the south line of said Lot 2;

Thence westerly along said parallel line, to an intersection with the west line of said Lot 2, said west line also being the east line of Lot 1 of said Block 4;

Thence northerly along said west line and said east line, to an intersection with the north line of the south 273 feet of said Lot 1;

Thence westerly along said north line, to an intersection with the west line of said Lot 1, said west line also being the easterly right-of-way margin of 106th Ave. SE;

Thence northwesterly, crossing 106th Ave. SE, to the southeast corner of Lot 5, Block A of said plat, said southeast corner also being a point on the westerly right-of-way margin of 106th Ave. SE;

Thence northerly along the east line of said Lot 5 and said westerly right-of-way margin, to a point 107 feet southerly of the northeast corner of said Lot 5;

Thence northwesterly, to a point on the northwesterly line of said Lot 5, said point being 107 feet southwesterly of the northwest corner of said Lot 5 and also being a point on the southeasterly line of Lot 4 of said Block A;

Thence southwesterly along said southeasterly line, to a point equidistant from the northeast and southeast corners of said Lot 4;

Thence northwesterly, to an point on the northwesterly line of said Lot 4, said point being equidistant from the northwest and southwest corners of said Lot 4 and said northwesterly line also being the southeasterly line of Lot 2 of said Block A;

Thence southwesterly along said southeasterly line, to an intersection with the northerly right-of-way margin of SE 166th Street;

Thence southwesterly, crossing SE 166th Street, to an intersection with the southerly right-of-way margin of SE 166th Street and the north line of Lot 1, Block 2 of said plat, at a point 62.5 feet westerly of the northeast corner of said Lot 1;

Thence southerly along a line 62.5 feet westerly of, and parallel with, the east line of said Lot 1, to an intersection with the south line of said Lot 1, said south line also being the north line of Lot 2 of said Block 2;

Thence westerly along said north line, to an intersection with a line 127 feet east of, and parallel with, the west line of said Lot 2;

Thence southerly along said parallel line, to an intersection with the south line of said Lot 2, said south line also being the north line of Lot 3 of said Block 2;

Thence easterly along said north line, to an intersection with the east line of the west half (1/2) of said Block 2;

Thence southerly along said east line, crossing Lots 3 and 4 of said Block 2, to an intersection with the south line of said Lot 4;

Thence westerly along said south line, to the southwest corner thereof, said southwest corner also being a point on the easterly right-of-way margin of Cedar Ave. S. (104th Ave. SE);

Thence continuing westerly along the westerly extension of said south line, to the west line of said Southeast quarter of the Northwest quarter, said west line also being the centerline of Cedar Ave. S. (104th Ave. SE);

Thence northerly along, in part, said centerline and along said west line, said west line also being, in part, the City limit line of the City of Renton as annexed under Ordinance No. 1971, to the northwest corner of said subdivision and the point of beginning.

LESS that portion thereof annexed to the City of Renton under City of Renton Ordinance No. 3864.

Area "H"

The lands included within Area "H" of the Sanitary Sewer Franchise are situated in that portion of the Northeast quarter of the Northeast quarter of Section 31, Township 23 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the intersection of the north line of said Northeast quarter of the Northeast quarter and the easterly right-of-way margin of Talbot Road S. (Springbrook Rd.);

Thence southerly along said easterly right-of-way margin, to the northwest corner of the plat of

Scott's Terrace, as recorded in Volume 72, Pages 39-40, records of King County, Washington;

Thence easterly along the north line of said plat, to the northeast corner thereof;

Thence southeasterly, southerly and southeasterly along the east boundary of said plat, to the southeast corner thereof, said southeast corner also being a point on the northerly right-of-way margin of Carr Road (S. 179th Street) and also being a point on the City limit line of the City of Renton as annexed under Ordinance No. 4142;

Thence westerly, southwesterly and westerly along said northerly right-of-way margin and said existing City limit line, crossing 98th Ave. S., to the beginning of a curve to the right, having a radius of 44.50 feet;

Thence northerly along said curve and said existing City limit line, an arc length of 24.54 feet, to a point on the easterly right-of-way margin of Talbot Road S.;

Thence northwesterly radically to said easterly right-of-way margin and along said existing City limit line, a distance of 65 feet, to a point on a curve to the right on the former westerly right-of-way margin of Talbot Road S., said curve having a radius of 830.00 feet;

Thence northerly along said former right-of-way margin and the City limit line of the City of Renton as annexed under Ordinance No. 1743, to an intersection with the existing westerly right-of-way margin of Talbot Road S.;

Thence continuing northerly along said westerly right-of-way margin and said existing City limit line, to an intersection with the north line of said Northeast quarter of the Northeast quarter, said north line also being, in part, the City limit line of the City of Renton as annexed under Ordinance No. 4476;

Thence easterly along said north line and said existing City limit line, crossing Talbot Road S., to an intersection with the easterly right-of-way margin of Talbot Road S. and the point of beginning.

Area "I"

The lands included within Area "I" of the Sanitary Sewer Franchise are situated in that portion of the Northeast quarter of Section 6, Township 22 North, Range 5 East, W.M., King County, Washington, described as follows:

That portion of Tract 11 of Springbrook Acre Tracts, as recorded in Volume 12 of plats, Page 60, records of King County, Washington, lying northerly and westerly of the plat of Talbot Estates, as recorded in Volume 172 of plats, Pages 1 through 3, inclusive, records of King County, Washington, easterly of Talbot Road S. (96th Ave. S.) and the City limit line of the City of Renton as annexed under Ordinance No. 3751, and southerly of the County Road and the City

limit line of the City of Renton as annexed under Ordinance No. 3268.

Area "J"

The lands included within Area "J" of the Sanitary Sewer Franchise are situated in the Northeast quarter of Section 6, Township 22 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the intersection of the southerly right-of-way margin of S. 55th Street (S. 192nd St., John Krumm Rd. No. 195) and the west line of said Northeast quarter;

Thence easterly along said southerly right-of-way margin, said right-of-way margin also being the City limit line of the City of Renton as annexed under Ordinance No. 3268, to the beginning of a curve to the right having a radius of 25 feet;

Thence southerly along said curve an arc length of 38.58 feet, to a point on the westerly right-of-way margin of Talbot Road S.;

Thence southerly along said westerly right-of-way margin, said right-of-way margin also being the City limit line of the City of Renton as annexed under Ordinance No. 3751, to an angle point in said existing City limit line;

Thence easterly along said existing City limit line, crossing Talbot Road S., to an intersection with the easterly right-of-way margin of Talbot Road S., said intersection also being a point of intersection with the westerly right-of-way margin of a 40 feet wide county road as shown on the plat of Springbrook Acre Tracts, as recorded in Volume 12 of plats, Page 60, records of King County, Washington;

Thence southeasterly and southwesterly along said westerly right-of-way margin of said county road and said existing City limit line, to an intersection with the easterly right-of-way margin of Talbot Road S.;

Thence southerly along said easterly right-of-way margin and, in part, said existing City limit line, to an intersection with the easterly extension of the north line of the south 132 feet of Tract 1 of said plat;

Thence westerly along said easterly extension and the north line of the south 132 feet of Tract 1 of said plat, crossing Talbot Road S., to an intersection with a line lying 660 feet westerly of said county road, as measured along the south line of said Tract 1, and perpendicular to said south line of said Tract 1;

Thence southerly along said perpendicular line, to an intersection with the south line of said Tract 1;

Thence westerly along said south line, to the southwest corner of said Tract 1, said southwest corner also being a point on the west line of said Northeast quarter;

Thence northerly along said west line of said Northeast quarter, to an intersection with the southerly right-of-way margin of S. 55th Street, and the point of beginning.

Area "K"

Beginning at the southeast corner of the plat of Talbot Estates, as recorded in Volume 172 of plats, Pages 1 through 3, inclusive, records of King County, Washington, said southeast corner also being a point on the north line of Tract 9 of Springbrook Acre Tracts, as recorded in Volume 12 of plats, Page 60, records of King County, Washington;

Thence southerly along the southerly extension of the east line of said plat of Talbot Estates, to an intersection with the City limit line of the City of Renton as annexed under Ordinance No. 3109 within said Tract 9;

Thence northwesterly along said existing City limit line, to an intersection with the south line of said plat of Talbot Estates and the north line of said Tract 9 of the plat of Springbrook Acre Tracts;

Thence easterly along said south line and said north line, to the southeast corner of said plat of Talbot Estates, and the point of beginning.

EXHIBIT "B"

TERMS AND CONDITIONS APPLICABLE TO UTILITIES FRANCHISES GRANTED BY
KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1. DEFINITIONS

References to any County official or office also refers to any office that succeeds to any or all of the responsibilities of the named office or official. References to laws or "applicable laws" include federal, state, and local laws and regulations adopted pursuant to those laws; unless otherwise stated, references to laws include laws now in effect, as the same may be amended from time to time during the operation of this franchise. In addition, the following definitions shall apply:

Cable Services. The term "Cable Services" is used as defined in 47 United States Code 522 (5), as amended.

Cable System. The term "Cable System" is used as defined in 47 United States Code 522 (6), and King County Code 6.a.010 (J) as amended.

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", it does not include recreational or nature trails except where the trails intersect or are within roads, streets, avenues or alleys.

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

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.

All of the rights herein granted shall be subject to and governed by this franchise; provided, however, that nothing in this franchise may be construed in any way as limiting King County's rights to adopt ordinances which are necessary to protect the health, safety and welfare of the general public.

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.

This franchise authorizes the use of County rights-of-way solely for the delivery by the Grantee of sewer to its customers. Additional uses of County rights-of-way by the Grantee, including for cable communication services, shall first require a separate franchise from King County which conforms to the requirements of K.C.C. 6.27 as amended, or K.C.C. 6.27A as amended, and other applicable law.

Any use of the Grantee's equipment or facilities in County rights-of-way by others, including for telecommunication or cable communication services, is prohibited unless separately authorized and approved in writing by King County. The Grantee agrees that prior to authorizing any person to use the Grantee's equipment or facilities located in County rights-of-way, the Grantee will require the user to provide the Grantee with an affidavit that it has obtained the necessary franchise or other approval from the County to operate and provide the proposed service in County rights-of-way. At least thirty (30) days prior to executing any agreement with a potential user for the use of the Grantee's equipment or facilities, the Grantee shall fax the affidavit to the King County Office of Cable Communication at 206-296-0842.

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, on one or more occasions to exercise a right or to require compliance or performance under this franchise or any applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Failure of King County to enforce or exercise its rights under any provision of this franchise or applicable law does not constitute a waiver of its rights to enforce or exercise a right in any other provision of this franchise or applicable law.

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 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.

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.

King County shall give the Grantee timely written notice of the making of any claim or of the commencement of any such action, suit, or other proceeding covered by the indemnity in this section. In the event any such claim arises, the County or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the duty to defend, settle, or compromise any claims arising hereunder and the County shall cooperate fully therein.

Notwithstanding the above, the County shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the Grantee and King County.

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) days written notice to the Grantee, terminate this franchise with respect to any County road rights-of-way vacated.

10. REPAIR, REMOVAL OR RELOCATION

The Grantee hereby covenants, at its own expense, to repair, remove, or relocate existing facilities including all appurtenant facilities and service lines connecting its system to users, within King County road rights-of-way if such repair, removal, or relocation is required by King County for any County road purpose. Such repair, removal, or relocation shall not be unreasonably required.

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 cost, 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, its successors or assigns, has the right, privilege, and authority to enter the County road rights-of-way for the purpose of operating, maintaining, repairing or construction 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. In the event of an emergency, the Grantee may immediately commence the necessary work and shall apply the next business day for the work permit. 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 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 the 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 and 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 RCW 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 RCW 19.122, the Grantee shall hold the County harmless for all reasonable costs that result from damage to such facilities if such damage 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 to be construed to alter the rights and responsibilities of the parties under RCW 19.122, as amended.

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 Manual 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 distribution 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 to the Grantee's lines and appurtenances. Except in the case of an emergency, the Grantee will be given ten (10) business days written notice of any blasting so that the Grantee may protect its lines and appurtenances. If the Grantee notifies the County within ten (10) business days that the facilities will have to be relocated to protect them from blasting, the County will defer the blasting for up to ninety (90) days from the date of the

original notice. In no event will the Grantee be given less than two (2) business days written notice of any blasting. Notification of any excavation shall be provided through the One-Call System as provided by RCW 19.122, as hereinafter amended.

15. SURVEY MARKERS AND MONUMENTS

It shall be the responsibility of the Grantee performing any construction work in the County road rights-of-way to restore any survey markers or monuments disturbed by such construction in accordance with RCW 58.09.130, and as hereinafter amended.

16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without the consent of the Metropolitan King County Council given by Ordinance. 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. 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 right-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.

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 until removed, assigned to another franchised utility or abandoned; however, the Grantee shall not have the right to provide additional services or construct new facilities. King County will issue permits required for the repair and maintenance of the existing facilities in accordance with K.C.C. 14.44.055 as amended

and Section 11 of this franchise. This section and sections 8, 10-13 and 15 of this franchise shall continue in force until such time as the lines are removed from County road rights-of-way, assigned to another franchised utility, or abandoned in place with the approval of the Manager of the Department of Transportation, Road Services Division.

18. RESERVATION OF RIGHTS

King County specifically reserves for itself the right to impose a utility tax on the Grantee if such taxing authority is granted by State of Washington and the local option is exercised by the King County Council.

King County also specifically reserves the right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property, pursuant to an ordinance. If King County elects to exercise such authority, the fair market compensation requirement for Grantee shall be imposed by ordinance not less than one hundred eighty (180) days after written notice ("Compensation Notice") is delivered to the Grantee, said Compensation Notice identifying with specificity the definition, terms and/or formula to be used in determining such fair market compensation. Acceptance of King County's definition terms and/or formula identified in the Compensation Notice will occur if the Grantee accepts in writing within thirty (30) days of receipt of the Compensation Notice; or, if Grantee takes no action in writing within thirty (30) days of receipt of the Compensation Notice; in which case the applicable ordinance that the King County Council passes will be determinative.

Nothing in this section shall be construed as an agreement by the Grantee of King County's right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of property. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the legality of such right.

Grantee's rejection of the definition, terms, and/or formula identified in the Compensation Notice will only occur if such rejection is in written form, identifying with specificity the grounds for such rejection, and delivered to King County within thirty (30) days after receipt of the Compensation Notice, in which case the below identified arbitration terms will apply:

- (a) The Grantee and King County will select one arbitrator each, and the two selected arbitrators will select a third arbitrator. If the two arbitrators have not selected a third arbitrator within thirty (30) days after the selection of the last selection of the two, either the Grantee or King County may apply to the presiding judge of the King County Superior Court for the appointment of a third arbitrator. The three arbitrators will determine the method for determining the fair market compensation for the County property used by the Grantee. The arbitration procedure employed shall be consistent with the rules and procedures of the American Arbitration Association. The decision of a majority of the arbitrators will bind both the Grantee and King County. At the conclusion of the arbitration, the arbitrators will submit

written reports to the Grantee and King County which shall contain all pertinent evidence that led to their conclusion together with an explanation of their reasoning for such conclusion.

- (b) The fees of the arbitrators selected by each party shall be paid by that party, and the fees of the third arbitrator shall be paid one-half by the County and the Grantee. The other costs of the proceeding shall be shared equally by the County and the Grantee.
- (c) In event that the question of fair market compensation is not resolved prior to the effective date specified by the ordinance authorizing said compensation, the arbitration decision will be applied retroactively to the effective date in the ordinance. The Grantee will pay the retroactive sum plus interest in the amount of twelve percent (12%) per annum.

Nothing in this franchise may be construed to limit the exercise of authority now or later possessed by the County or any other governing body having competent jurisdiction to fix just, reasonable and compensatory rates or other requirements for services under this franchise. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the authority of the County or any other governing body to fix rates or other requirements for 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, creed, 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, creed, 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 material 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 or if the Grantee abandons its franchise, the Council may revoke this franchise. King County shall give written notice of its intent to revoke this franchise. A public hearing shall be scheduled within forty-five (45) days following the notification. The decision to revoke this franchise will become effective ninety (90) days following the public hearing if the County, by ordinance, finds:

- A. That the Grantee has not substantially cured the violation or failure to comply which was the basis of the notice; or
- B. that the violation or failure to comply which was the basis of the notice is incapable of cure; or
- C. that the Grantee has repeatedly violated or failed to comply with any of the material terms, conditions, or responsibilities of the franchise, even though the individual violations have been cured; and
- D. that the revocation of the franchise is in the public interest.

During the forty-five (45) days following the notification, the Grantee shall have the opportunity to remedy the failure to comply.

22. 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.

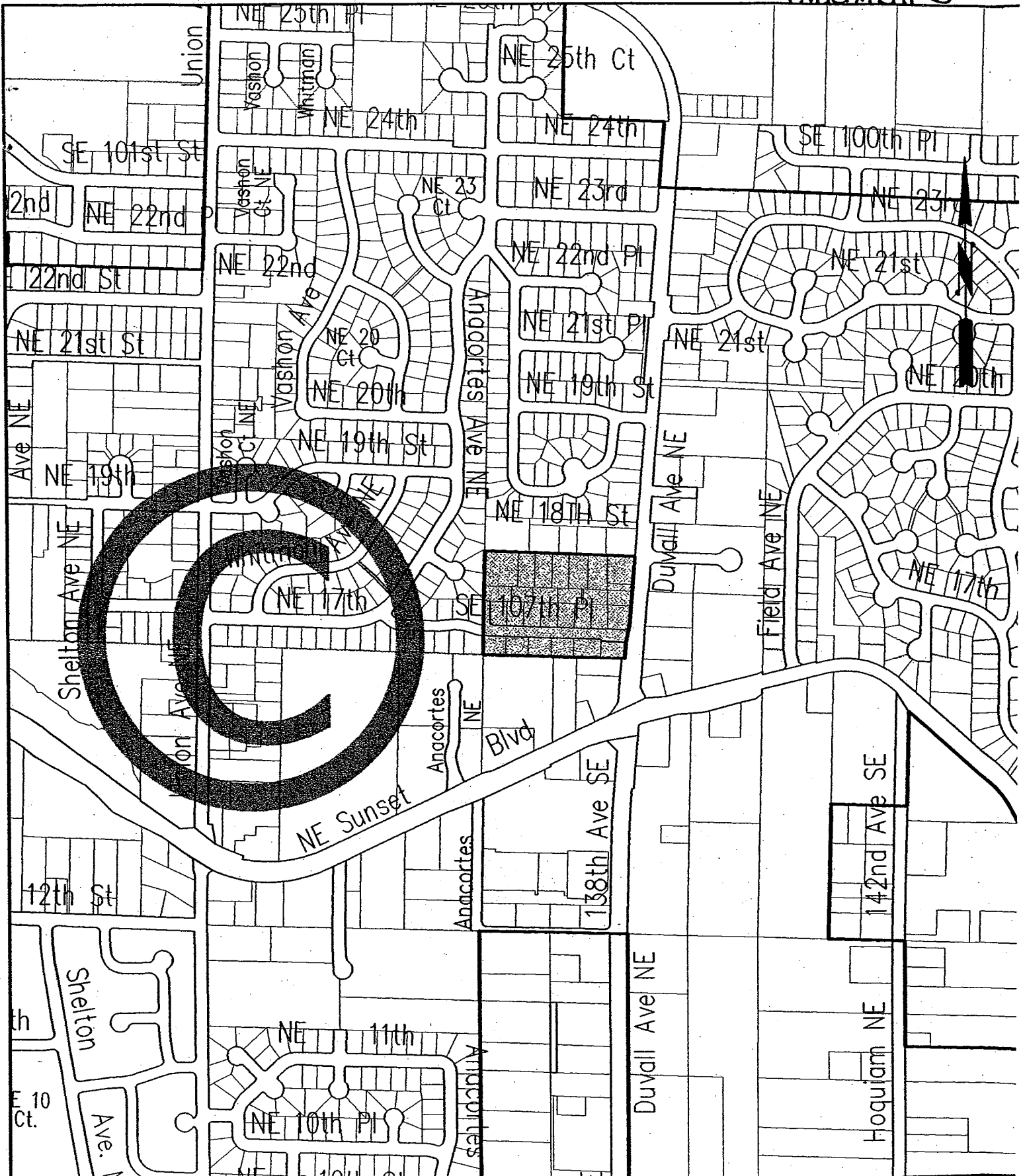
23. SEVERANCE

This franchise 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

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public interest is no longer served.

Revised 07/25/96



0 300 600
 1" = 600'

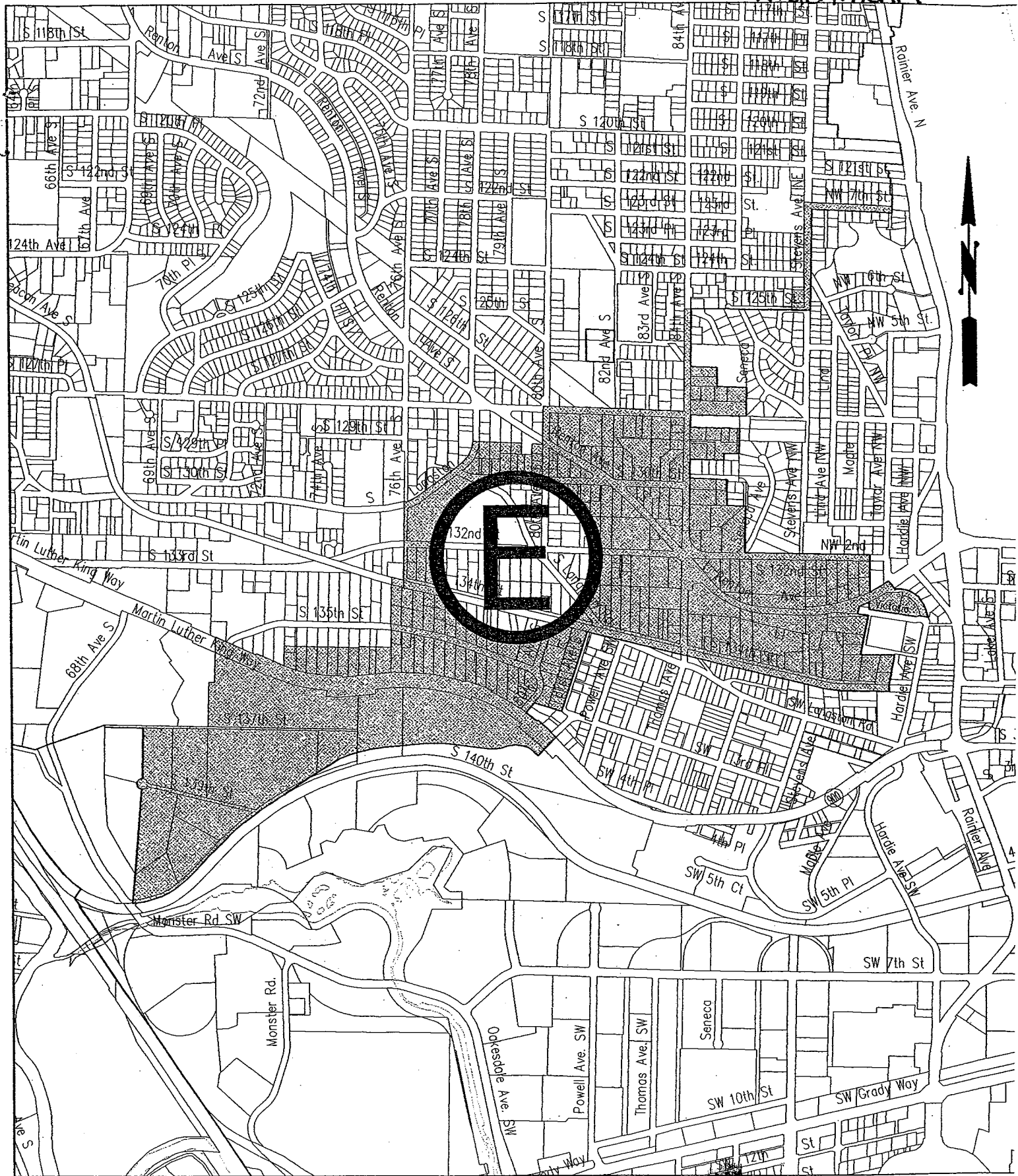


- CITY LIMITS
- URBAN GROWTH BOUNDARY
- FRANCHISE AREA "C"

1 1056

FIGURE 4

PROPOSED
 CITY OF RENTON
 SANITARY SEWER FRANCHISE



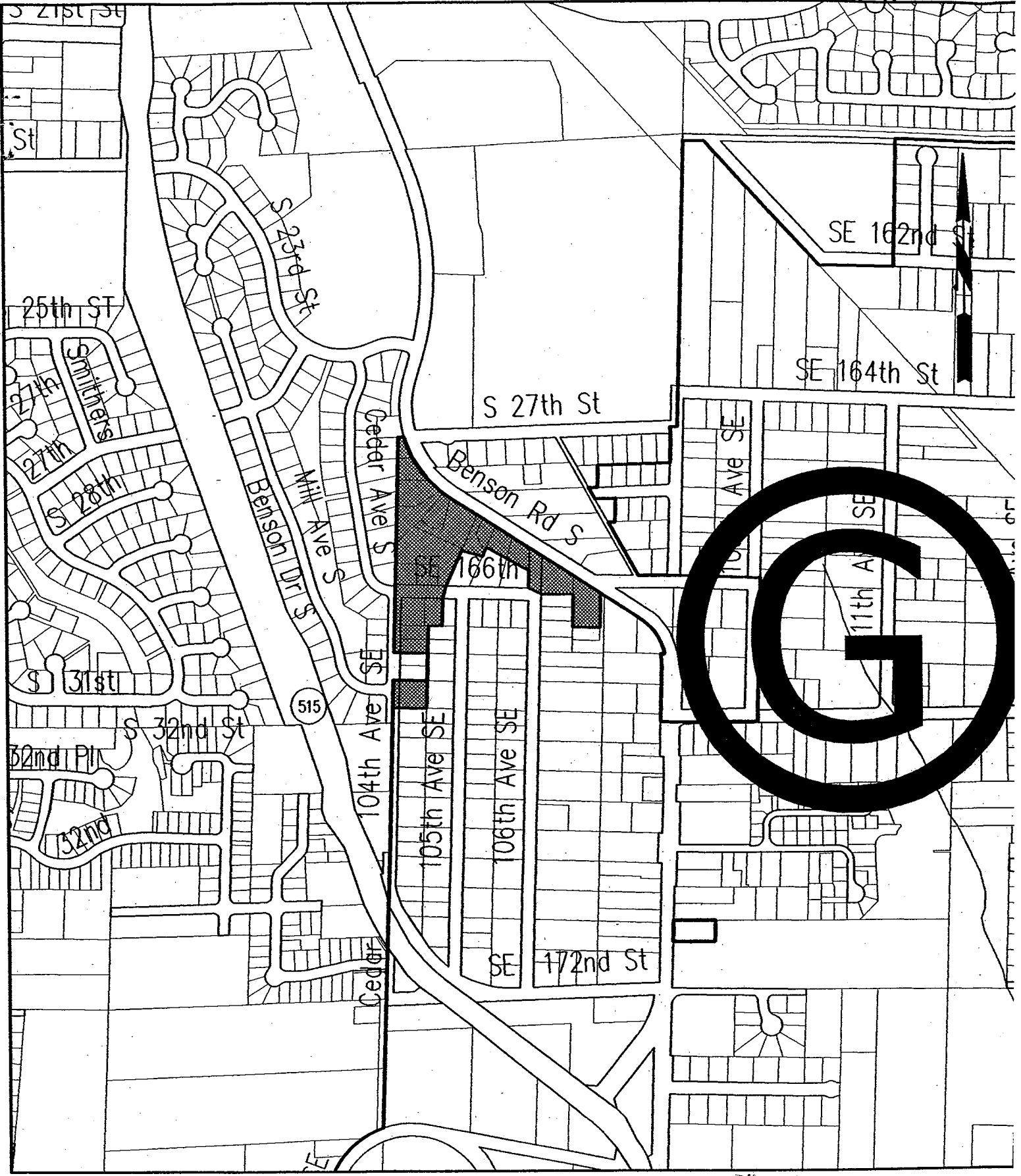
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1" = 1200'



———— CITY LIMITS
- - - - - URBAN GROWTH BOUNDARY
■ FRANCHISE AREA "E"

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FIGURE 6
PROPOSED
CITY OF RENTON
SANITARY SEWER FRANCHISE



0 300 600
1" = 600'



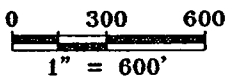
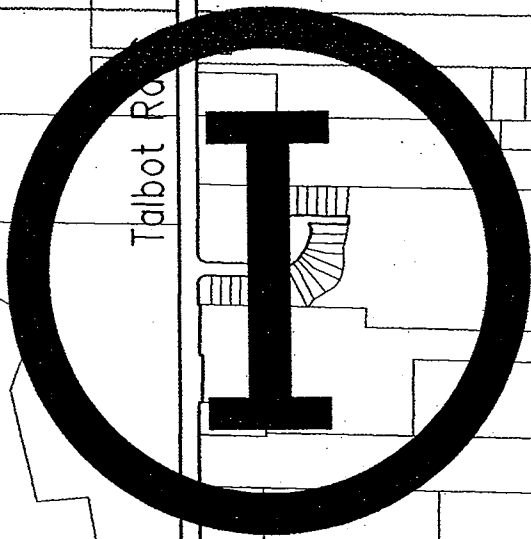
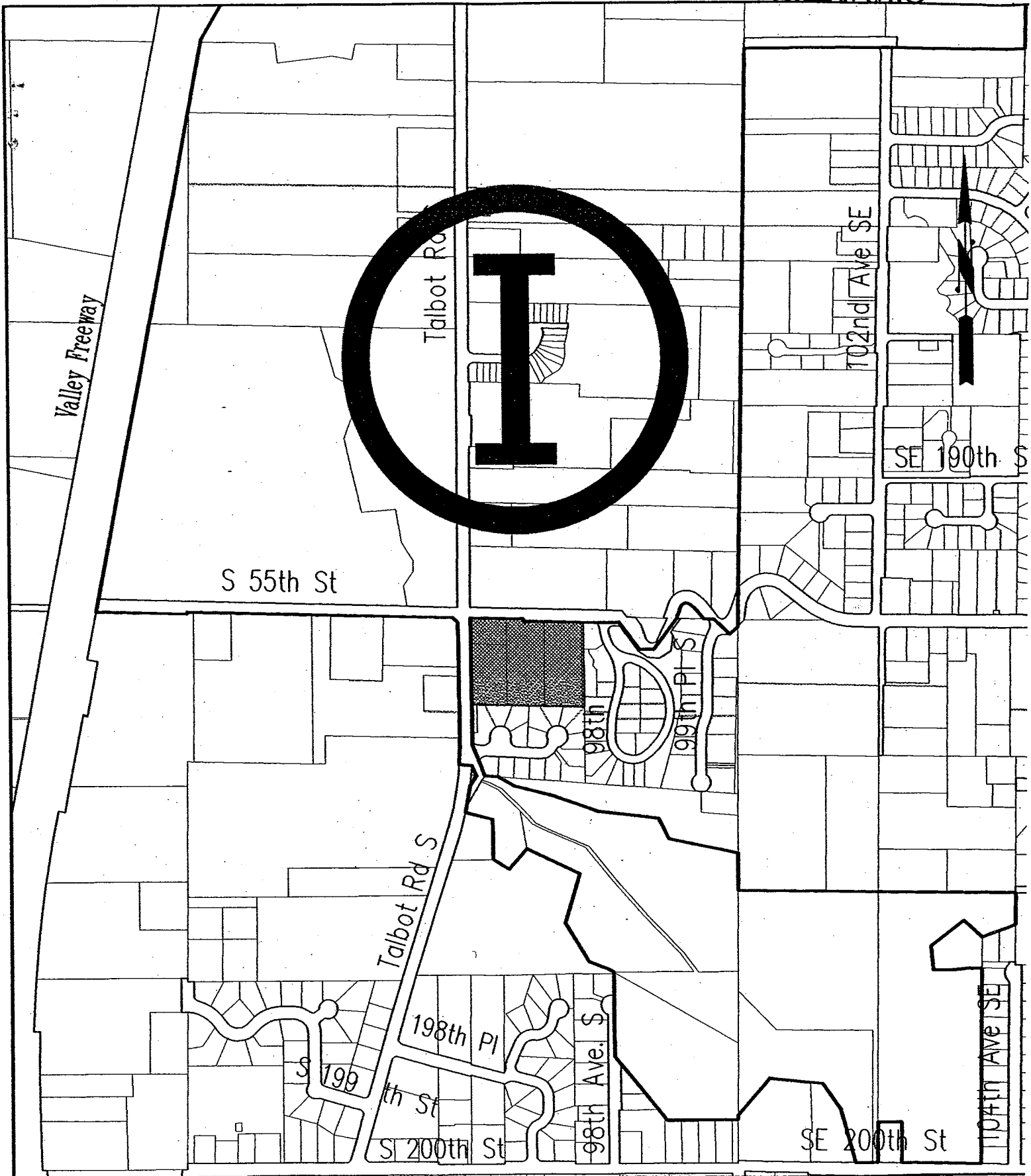
- CITY LIMITS
- - - URBAN GROWTH BOUNDARY
- FRANCHISE AREA "C"




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FIGURE 8

PROPOSED
CITY OF RENTON
SANITARY SEWER FRANCHISE

April 7 2000



-  CITY LIMITS
-  URBAN GROWTH BOUNDARY
-  FRANCHISE AREA "I"

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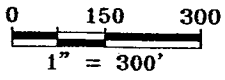
FIGURE 10

**PROPOSED
CITY OF RENTON
SANITARY SEWER FRANCHISE**



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- CITY LIMITS
- - - URBAN GROWTH BOUNDARY
- FRANCHISE AREA "K"

FIGURE 12

**PROPOSED
CITY OF RENTON
SANITARY SEWER FRANCHISE**

April 7, 2000

PROPOSED ORDINANCE 2001-0021

**ATTACHMENT M
FIGURE 1
PROPOSED CITY OF RENTON
SANITARY SEWER FRANCHISE
APRIL 7, 2000**

***ATTACHMENT(S) AVAILABLE IN CLERK'S
MASTER FILES***

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