



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 28, 2005

Ordinance 15141

Proposed No. 2005-0022.2

Sponsors Edmonds

1 AN ORDINANCE approving a franchise for Lakehaven
2 Utility District to construct, operate and maintain a sewer
3 system in council districts 7 and 13; and authorizing the
4 executive to execute the franchise agreement.
5
6

7 **STATEMENT OF FACTS:**

- 8 1. The Lakehaven Utility District has filed an application for a franchise
9 in council districts 7 and 13 to construct, operate and maintain a sewer
10 system to serve single family, multi-family, and commercial properties in
11 accordance with RCW 36.55.010 and K.C.C. chapter 6.27.
12 2. The Lakehaven Utility District 1999 Comprehensive Wastewater System Plan
13 was approved on March 26, 2002, by the King County council under Ordinance
14 14303.
15 3. The Lakehaven Utility District has an existing sewer franchise No. 12379,
16 which is scheduled to terminate in 2021. The existing sewer franchise agreement

17 does not cover recently annexed area in the northeast portion of the district's
18 service area.

19 4. The application has been referred to the relevant county departments
20 for review.

21 5. The King County executive has recommended approval of the
22 franchise.

23 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

29 SECTION 2. If within thirty days after the granting of this franchise, the
30 applicant shall have failed to sign the written acceptance incorporated herein, then the
31 rights and privileges granted herein shall be forfeited and said franchise shall be null and
32 void. Said franchise shall replace and supercede any prior existing franchise granted to
33 Lakehaven Utility District to construct, operate and maintain a sewer system within King

Ordinance 15141

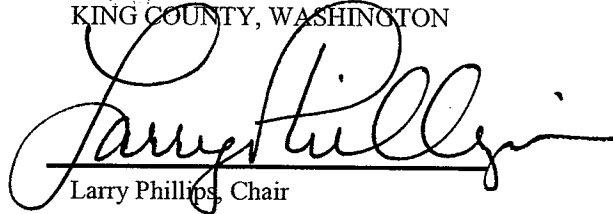
34 County. This franchise shall not impact any franchise granted to Lakehaven Utility
35 District for the construction, operation and maintenance of a public water system within
36 King County.

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Ordinance 15141 was introduced on 1/24/2005 and passed by the Metropolitan King
County Council on 3/28/2005, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr.
Irons, Ms. Patterson and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



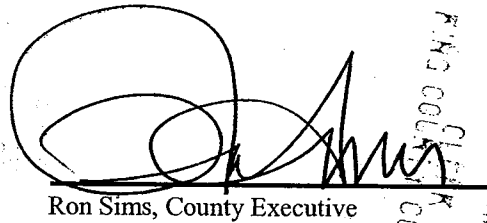
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 6 day of April, 2005.



Ron Sims, County Executive

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KING COUNTY COUNCIL

Attachments A. Franchise Agreement

FRANCHISE NO. 15141

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

The application of the Lakehaven Utility District for a franchise to operate, maintain, repair and construct sewer mains, 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 28th day of March, 2005. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

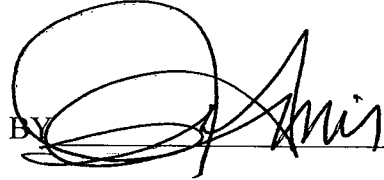
Legal notice of the franchise application and of the hearing has been given as is required by law.

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 Lakehaven Utility District, the Grantee, subject to the conditions set forth in Exhibit "B" attached hereto, this franchise and Ordinance No. 15141. 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".

This franchise is granted subject to all of the terms and conditions contained herein, within Ordinance No. 15141 and Exhibit "B", and shall expire in twenty-five years on March 28, 2030.

Dated this 6 day of April, 2005.

KING COUNTY, WASHINGTON

BY 

TITLE King County Executive

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained herein, within Ordinance 15141 and Exhibit "B".

LAKEHAVEN UTILITY DISTRICT
GRANTEE

BY _____

TITLE _____

Dated this _____ day of _____, 20____.

EXHIBIT "A"

AREA 1

BEGINNING on the corporate boundary of the City of Kent at a point on the northerly margin of South 272nd Street in the SE 1/4 of Section 28, Township 22 North, Range 4 East, W.M., King County, Washington, lying 250 feet, more or less, West of the East line of said subdivision; **THENCE** easterly along said northerly margin of South 272nd Street to the East line of the Southwest quarter of Section 27, Township 22 North, Range 4 East, W.M., King County, Washington; **THENCE** South along said East line to the Northwest corner of the Northeast quarter of Section 34, Township 22 North, Range 4 East, W.M., King County, Washington; **THENCE** East along the North line of said subdivision to a point on the northerly margin of South 272nd Street, lying 160 feet, more or less, West of the East line of said subdivision; **THENCE** southeasterly along said northerly margin of South 272nd Street/South 272nd Way to its point of intersection with the northwesterly projection of the easterly margin of 55th Avenue South; **THENCE** southeasterly, southerly, and southwesterly along said easterly margin of 55th Avenue South to its point of intersection with a line that lies 170 feet, more or less, East of and parallel to the West line of the East half of the Southwest quarter of Section 35, Township 22 North, Range 4 East, W.M., King County, Washington; **THENCE** South, parallel with said West line, to the North line of the South half of the Southeast quarter of the Southwest quarter of said Section 35; **THENCE** East along said North line to a point that lies 320 feet, more or less, West of the East line of said subdivision; **THENCE** South, parallel with said East line, to a point that lies 170 feet, more or less, North of the South line of said subdivision; **THENCE** East, parallel with said South line, to the East line of said subdivision; **THENCE** South along said East line to the Northwest corner of the Northeast quarter of Section 2, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** continuing South along the West line of said subdivision a distance of 350 feet, more or less; **THENCE** East along a line parallel to the North line of said subdivision to a point that lies 1,090 feet, more or less, West of the East line of said subdivision, coinciding with the corporate limits of the City of Auburn; **THENCE** South, parallel with said East line, to a point that lies 1230 feet, more or less, North of the South line of said subdivision; **THENCE** East, parallel with said South line, 310 feet, more or less; **THENCE** South, parallel with the East line of said subdivision, to the northerly margin of South 292nd Street; **THENCE** northeasterly along said northerly margin of South 292nd Street to a point that lies 430 feet, more or less, West of the East line of said subdivision; **THENCE** South, parallel with said East line to the southerly margin of South 292nd Street; **THENCE** northeasterly along said southerly margin of South 292nd Street to a point that lies 350 feet, more or less, West of the East line of said subdivision; **THENCE** South, parallel with said East line, to a point that lies 1,030 feet, more or less, North of the South line of said subdivision; **THENCE** West, parallel with said South line, to the easterly margin of 65th Avenue South, aka Meredith Road; **THENCE** southerly along said easterly margin of 65th Avenue South to a point that lies 830 feet, more or less, North of the South line of said subdivision; **THENCE** East, parallel with said South line, to the East line of said subdivision; **THENCE** South along said East line, through

the Northeast corner of the Southeast quarter of said Section 2, to the Northeast corner of the South half of the Southeast quarter of the Northeast quarter of the Southeast quarter of said Section 2; **THENCE** West along the North line of said subdivision to a point that lies 135 feet, more or less, East of the West line of said subdivision; **THENCE** South, parallel with said West line, to the South line of said subdivision; **THENCE** West along said South line to the Northwest corner of the Northeast quarter of the Southeast quarter of the Southeast quarter of said Section 2; **THENCE** South along the West line of said subdivision to the Southwest corner thereof; **THENCE** West along the North line of the Southwest quarter of the Southeast quarter of the Southeast quarter of said Section 2 to the Northwest corner thereof; **THENCE** South along the West line of said subdivision to the Southwest corner thereof; **THENCE** West along the South line of the Southwest quarter of the Southeast quarter of said Section 2, through the Southwest corner thereof, and along the North line of the Northeast quarter of the Northwest quarter of Section 11, Township 21 North, Range 4 East, W.M., King County, Washington, to the Northwest corner thereof, coinciding with the centerline of 56th Avenue South; **THENCE** southerly along said centerline of 56th Avenue South to the centerline of South 305th Street; **THENCE** easterly along said centerline of South 305th Street to its point of transition to the centerline of 58th Avenue South; **THENCE** southeasterly along said centerline of 58th Avenue South to its point of intersection with the southwesterly projection of the southerly line of Lot 12, Block 3, Auburn Heights Park Division No. 2, according to the plat thereof recorded in Volume 49 of Plats, Page 99, records of King County, Washington; **THENCE** northeasterly along said southwesterly projection and the southerly line of said Lot 12 to the East line of the Northeast quarter of the Northwest quarter of said Section 11; **THENCE** South along said East line to the Southeast corner of said subdivision; **THENCE** West along the South line of said subdivision to the Southwest corner thereof; **THENCE** South along the West line of the Southeast quarter of the Northwest quarter of said Section 11, through the Southwest corner thereof, and along the West line of the Northeast quarter of the Southwest quarter of said Section 11 to the Southwest corner thereof; **THENCE** East along the South line of said subdivision to the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 11; **THENCE** South along the East line of said subdivision to the Southwest corner of the North half of the Northeast quarter of the Southeast quarter of the Southwest quarter of said Section 11; **THENCE** East along the South line of said subdivision to the Southeast corner thereof, coinciding with the centerline of 60th Avenue South (aka, 'W' Street NW); **THENCE** South along the East line of the Southeast quarter of the Southwest quarter of said Section 11, through the Southeast corner thereof, and along the East line of the Northwest quarter of Section 14, Township 21 North, Range 4 East, W.M., King County, Washington; to the Northeast corner of the South half of the Southeast quarter of the Southeast quarter of the Northwest quarter of said Section 14; **THENCE** West along the North line of said subdivision to the Northwest corner thereof; **THENCE** South along the West line of said subdivision, through the Southwest corner thereof, and along the West line of the East half of the Northeast quarter of the Southwest quarter of said Section 14 to the centerline of South 331st Street; **THENCE** easterly along said centerline of South 331st Street to the East line of the Southwest quarter of said Section 14; **THENCE** South along said East line to its point of intersection with the northerly margin of State Highway No. 18 (SR-18); **THENCE** northwesterly along said northerly margin of SR-18 to its point of intersection with the West line of the East half of the East half of said subdivision; **THENCE** South along said West line to the South line of said subdivision; **THENCE** West along said South line to its point of intersection with the centerline of

56th Avenue South; **THENCE** southerly along said centerline of 56th Avenue South to its point of intersection with the northwesterly projection of the southwesterly margin of Iowa Drive; **THENCE** southeasterly along said northwesterly projection to its point of intersection with the easterly margin of 56th Avenue South; **THENCE** southerly along said easterly margin to its point of intersection with the northeasterly margin of South 348th Place; **THENCE** southeasterly along said northeasterly margin of South 348th Place to its point of intersection with the easterly margin of 57th Avenue South; **THENCE** southerly and southeasterly along said easterly margin of 57th Avenue South to its point of intersection with the southeasterly margin of 56th Place South; **THENCE** southwesterly along said southeasterly margin of 56th Place South to its point of intersection with the easterly margin of 56th Avenue South; **THENCE** southerly and southeasterly along said easterly margin of 56th Avenue South to its point of intersection with the southerly line of Lot 12, Block 83, Jovita Heights, according to the plat thereof recorded in Volume 20 of Plats, Page 12, records of King County, Washington; **THENCE** southeasterly along the southerly lines of Lots 12 through 17, inclusive, of said Block 83, and the southeasterly projection of the southerly line of said Lot 17 to its point of intersection with the easterly margin of 57th Avenue South; **THENCE** southwesterly along said easterly margin of 57th Avenue South to the Northwest corner of Lot 24, of said Block 83; **THENCE** easterly along the North line of said Lot 24 and the easterly projection thereof to its point of intersection with the centerline of 59th Avenue South and the corporate limits of the City of Algona; **THENCE** southerly along said centerline of 59th Avenue South to its point of intersection with the easterly projection of the North line of Lot 35, of said Block 83; **THENCE** westerly along the North line of said Lot 35 and the westerly projection thereof to its point of intersection with the easterly margin of 57th Avenue South; **THENCE** southwesterly along said easterly margin of 57th Avenue South to the Northwest corner of Lot 6, Block 146, of said plat of Jovita Heights; **THENCE** easterly along the northerly line of said Lot 6 to the Northeast corner thereof; **THENCE** southerly along the easterly line of Lots 6 through 20, inclusive, of said Block 146, to the Southeast corner of said Lot 20, which is also the most northerly corner of Lot 40, of said Block 146; **THENCE** southwesterly along the northwesterly line of said Lot 40 to the most westerly corner thereof, coinciding with the northerly margin of Ohio Drive (aka, South 364th Place); **THENCE** southerly and southwesterly along the northerly margin of Ohio Drive and also being the southeasterly lines of Lots 27 through 36, inclusive, in said Block 146, to the southwest corner of said Lot 36; **THENCE** southeasterly along the southeasterly projection of the southwest line of said Lot 36 to the centerline of Ohio Drive; **THENCE** southwesterly along said centerline of Ohio Drive to its intersection with the southeasterly projection of the northeasterly line of Lot 39, of said Block 146; **THENCE** northwesterly along said southeasterly projection to the westerly margin of Ohio Drive, also being the Northeast corner of said Lot 39; **THENCE** southerly along said westerly margin of Ohio Drive and the easterly line of said Lot 39 to its intersection with the westerly projection of the southeasterly line of Lot 9, Block 145, said plat of Jovita Heights; **THENCE** northeasterly along said westerly projection and the southeasterly line of said Lot 9 to the most easterly corner of said Lot 9, also being the most easterly corner of Lot 10, of said Block 145; **THENCE** southwesterly along the southeasterly line of said Lot 10 of said Block 145 and its southwesterly projection to its point of intersection with the westerly margin of Oregon Drive (aka, 55th Place South); **THENCE** southeasterly along said westerly margin of Oregon Drive, also being a portion of the easterly line of Lot 15, Block 144, said plat of Jovita Heights; to the Southeast corner of said Lot 15; **THENCE** easterly along the easterly projection of the South line of said Lot 15 to the most northwesterly

corner of Lot 1, Block 143, said plat of Jovita Heights; **THENCE** northeasterly, southerly and southwesterly along the boundary lines of said Lot 1, also being the southerly and westerly margins of Oregon Drive (aka, 56th Place South), to the most southerly corner of said Lot 1; **THENCE** continuing southerly along the westerly margin of Oregon Drive, also being the East lines of Lots 2 and 3, of said Block 143, to the southerly line of said Lot 3; **THENCE** westerly along the south line of said Lot 3 to the Northeast corner of Lot 4, of said Block 143; **THENCE** southerly and southwesterly along the easterly lines of Lots 4 through 13, inclusive, of said Block 143, to the most northerly corner of Lot 26, of said Block 143; **THENCE** southeasterly along the northeasterly lines of Lots 26 through 35, inclusive, of said Block 143, to the Northeast corner of said Lot 35; **THENCE** southwesterly along the common property line of Lots 35 and 36, of said Block 143, to a point on the northwesterly line of said Lot 36, that lies 250 feet, more or less, northeasterly of the southwest corner of said Lot 36; **THENCE** southeasterly to a point on the centerline of South 372nd Street, and the corporate limits o

f the City of Pacific, that lies 575 feet, more or less, West of the centerline of the West Valley Highway (aka, Detroit Boulevard); **THENCE** westerly along said centerline of South 372nd Street to its point of intersection with the centerline of 51st Avenue South (aka, Highland Drive); **THENCE** southerly along said centerline of 51st Avenue South, through the Northwest corner of the Southwest quarter of Section 35, Township 21 North, Range 4 East, W.M., King County, Washington, and along the West line of said subdivision to the Southwest corner thereof and the southern corporate boundary of King County; **THENCE** westerly along said southern corporate boundary of King County to its point of intersection with the corporate limits of the City of Milton, being the northeasterly margin of the Puget Sound Railway Right-of-way in the Southwest quarter of the Southwest quarter of Section 34, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** northwesterly along said northeasterly margin of the Puget Sound Electric Railway Right-of-way to its point of intersection with the easterly margin of Military Road South; **THENCE** northeasterly along said easterly margin of Military Road South to its point of intersection with the East line of the Southeast quarter of Section 33, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** North along said East line to its point of intersection with the westerly margin of Military Road South; **THENCE** southwesterly along said westerly margin of Military Road South to its point of intersection with the northeasterly margin of the Puget Sound Electric Railway Right-of-way; **THENCE** northwesterly along said northeasterly margin of the Puget Sound Electric Railway Right-of-way to its point of intersection with the easterly margin of Enchanted Village Parkway (SR 161); **THENCE** northwesterly along said easterly margin of Enchanted Village Parkway (SR 161) to its point of intersection with the westerly margin of 28th Avenue South; **THENCE** southerly along said westerly margin of 28th Avenue South to the Northeast corner of Tract A, Sterling Crest, according to the plat thereof recorded in Volume 176, Page 25, records of King County, Washington; **THENCE** westerly and northerly along the northern boundary line of said plat of Sterling Crest to its point of intersection with the East line of the West half of the Southwest quarter of the Southeast quarter of Section 33, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** North along said East line to the North line of said subdivision; **THENCE** West along said North line, through the Northwest corner of said subdivision, and along the North line of the South half of the Southwest quarter of said Section 33, and the North line of the Southeast quarter of the Southeast quarter of Section 32, Township 21 North, Range 4 East, W.M., King County, Washington, to the Southwest

corner of the Northeast quarter of the Southeast quarter of said Section 32; **THENCE** North along the West line of said subdivision to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 32; **THENCE** West along the South line of said subdivision to its point of intersection with the easterly margin of Interstate Highway No. 5 (I-5); **THENCE** northeasterly along said easterly margin of I-5 to its point of intersection with the westerly margin of Milton Road South in the Northeast quarter of the Northeast quarter of said Section 32; **THENCE** northeasterly along said westerly margin of Milton Road South to its point of intersection with the northwesterly projection of the northerly margin of South 369th Street; **THENCE** easterly along said northwesterly projection and the northerly margin of South 369th Street to its point of intersection with the northwesterly margin of 19th Way South, in the Northwest quarter of the Northwest quarter of Section 33, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** northeasterly along said northwesterly margin of 19th Way South to its point of intersection with the westerly margin of Enchanted Village Parkway, in the Southeast quarter of the Southwest quarter of Section 28, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** northwesterly along said westerly margin of Enchanted Village Parkway to its point of intersection with the easterly margin of I-5, in the Northwest quarter of the Southwest quarter of said Section 28; **THENCE** northeasterly along said easterly margin of I-5 to its point of intersection with the southerly margin of SR-18, in the Southeast quarter of the Southeast quarter of Section 21, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** easterly along said southerly margin of SR-18 and the centerline of South 348th Street to its point of intersection with the northerly projection of the easterly margin of 29th Avenue South; **THENCE** southerly along said northerly projection and the easterly margin of 29th Avenue South a distance of 120 feet, more or less; **THENCE** easterly, parallel with the centerline of South 348th Street, a distance of 130 feet, more or less; **THENCE** southerly, parallel with the easterly margin of 29th Avenue South, a distance of 150 feet, more or less; **THENCE** easterly, parallel with the centerline of South 348th Street, a distance of 140 feet, more or less; **THENCE** southerly, parallel with the easterly margin of 29th Avenue South, a distance of 165 feet, more or less, to the northerly margin of South 349th Street; **THENCE** easterly along said northerly margin of South 349th Street to its point of intersection with the westerly margin of 32nd Avenue South; **THENCE** southerly along said westerly margin of 32nd Avenue South to its point of intersection with the southerly margin of South 349th Street; **THENCE** easterly along said southerly margin of South 349th Street to its point of intersection with the East line of the Southeast quarter of said Section 21; **THENCE** South along said East line a distance of 415 feet, more or less; **THENCE** West, parallel with the South line of said subdivision, a distance of 30 feet, more or less; **THENCE** South, parallel with the East line of said subdivision, a distance of 200 feet, more or less; **THENCE** East, parallel with the South line of said subdivision, a distance of 30 feet, more or less, to the East line of said subdivision; **THENCE** South along said East line to the South line of said subdivision and the Southwest corner of the Southwest quarter of Section 22, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** East along the South line of said subdivision a distance of 250 feet, more or less, to its point of intersection with the westerly plat boundary of Lake Killarney Shorelands, an unrecorded plat in King County, Washington; **THENCE** northerly along said plat boundary to its point of intersection with the North line of the Southwest quarter of the Southwest quarter of said Section 22; **THENCE** East along said North line a distance of 205 feet, more or less; **THENCE** North, parallel with the East line of the Northwest quarter of the Southwest quarter of said Section

22 a distance of 100 feet, more or less; **THENCE** East, parallel with the South line of said subdivision, a distance of 200 feet, more or less, to point of intersection with the East line of said subdivision; **THENCE** North along said East line, through the Northeast corner of said subdivision, and along the East line of the Southwest quarter of the Northwest quarter of said Section 22, to its point of intersection with the southerly margin of SR-18; **THENCE** northeasterly along said southerly margin of SR-18 to its point of intersection with the West line of the Northeast quarter of said Section 22; **THENCE** North along said West line, through the Northwest corner of said subdivision, and along the West line of the Southeast quarter of Section 15, Township 21 North, Range 4 East, W.M., King County, Washington, to the Northwest corner of the South half of the Southwest quarter of said subdivision; **THENCE** West along the North line of the Southeast quarter of the Southwest quarter of said Section 15 to the Northwest corner of said subdivision; **THENCE** South along the West line of said subdivision a distance of 115 feet, more or less, to the Southeast corner of Lot 93, North Lake Shorelands, an unrecorded plat in King County, Washington; **THENCE** westerly along the South line of said Lot 93 to the Southwest corner of said Lot 93; **THENCE** northwesterly along the westerly boundary of Lot 93, said unrecorded plat of North Lake Shorelands, to point of intersection with the southerly margin of the vacated portion of South 334th Street adjoining; **THENCE** easterly along said southerly margin of vacated South 334th Street to its point of intersection with the easterly margin of the vacated portion of 38th Avenue South, adjoining Lot 94, said unrecorded plat of North Lake Shorelands; **THENCE** North along said easterly margin of vacated 38th Avenue South a distance of 10 feet, more or less; **THENCE** West a distance of 50 feet, more or less; **THENCE** North a distance of 50 feet, more or less; **THENCE** West a distance of 10 feet, more or less; **THENCE** North a distance of 80 feet, more or less, to a point of intersection with the southerly margin of South 334th Street, near the transition point with 38th Avenue South; **THENCE** southwesterly and westerly along said southerly margin of South 334th Street to the Northeast corner of Lot 88, said unrecorded plat of North Lake Shorelands; **THENCE** southerly along the East line of said Lot 88 to the Southeast corner thereof; **THENCE** westerly along the South line of said Lot 88 to the Northeast corner of Lot 1, King County Short Plat No. 674070, as recorded under Auditor's File No. 7408280525, records of King County, Washington; **THENCE** southerly along the East line of said Lot 1 to its point of intersection with the North line of the Northwest quarter of Section 22, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** West along said North line to the Northeast corner of Lot 4, King County Short Plat No. 177013, as recorded under Auditor's File No. 7705230766, records of King County, Washington; **THENCE** southwesterly along the easterly line of said Lot 4 and the easterly lines of Lot 29 and Lot 28 of Richard's North Lake Acres, an unrecorded plat in King County, Washington, to the southeasterly corner of said Lot 28; **THENCE** westerly along the South line of said Lot 28 and the westerly projection thereof to its point of intersection with the westerly margin of 33rd Place South; **THENCE** southwesterly along said westerly margin of 33rd Place South to its point of intersection with the northerly margin of South 337th Street; **THENCE** westerly along said northerly margin of South 337th Street to the Southwest corner of Lot 4, Louise's North Lake Tracts, according to the plat thereof recorded in Volume 40 of Plats, Page 23, records of King County, Washington; **THENCE** northeasterly along the westerly line of said Lot 4 to its point of intersection with the shoreline of North Lake; **THENCE** meandering westerly, northerly and northeasterly along said shoreline of North Lake to its point of intersection with a line running parallel with the East line of the Southwest quarter of the Northwest quarter of

Section 15, Township 21 North, Range 4 East, W.M., King County, Washington, and lying 170 feet, more or less, westerly thereof; **THENCE** North along said line to the North line of said subdivision; **THENCE** East along said North line to the Northeast corner of said subdivision; **THENCE** North along the East line of the Northwest quarter of the Northwest quarter of said Section 15, through the Northeast corner of said subdivision, and along the East line of the Southwest quarter of the Southwest quarter of Section 10, Township 21 North, Range 4 East, W.M., King County, Washington, to its point of intersection with the northerly margin of South 320th Street; **THENCE** easterly along said northerly margin of South 320th Street to the Southwest corner of Lot 8, Midway Suburban Tracts, according to the plat thereof recorded in Volume 38 of Plats, Page 40, records of King County, Washington; **THENCE** northerly along the West line of said Lot 8 and the West line of Lot 11, said plat of Midway Suburban Tracts, to the South line of Lot 12, said plat of Midway Suburban Tracts; **THENCE** westerly along the South line of said Lot 12 and the South line of Lot 16, said plat of Midway Suburban Tracts, to the Southwest corner of said Lot 16; **THENCE** northerly along the West line of said Lot 16 to its point of intersection with the southerly margin of the Bonneville Power Administration (BPA) Transmission Line Easement; **THENCE** southwesterly along said southerly margin of the BPA easement to its point of intersection with the East line of Lot 19, said plat of Midway Suburban Tracts; **THENCE** southerly along said East line to the Southeast corner of said Lot 19; **THENCE** westerly along the South lines of Lots 19, 20, and 21, said plat of Midway Suburban Tracts, to point of intersection with the easterly margin of 32nd Avenue South; **THENCE** southerly along said easterly margin of 32nd Avenue South to its point of intersection with the northerly margin of South 320th Street; **THENCE** westerly along said northerly margin of South 320th Street to its point of intersection with the easterly margin of I-5; **THENCE** northerly along said easterly margin of I-5 to its point of intersection with the southerly margin of South 272nd Street, in the Northeast quarter of Section 33, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** easterly along said southerly margin of South 272nd Street to a point on said southerly margin that lies 250 feet, more or less, West of the East line of the Northeast quarter of Section 33, Township 21 North, Range 4 East, W.M., King County, Washington; **THENCE** North, parallel with said East Line and the East line of the Southeast quarter of Section 28, Township 22 North, Range 4 East, W.M., King County, Washington, a distance of 100 feet, more or less, to the northerly margin of South 272nd Street and the **POINT OF BEGINNING** of this boundary description.

AREA 2

BEGINNING at the point of intersection of the easterly margin of Pacific Highway South (SR-99) with the South line of the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 33, Township 22 North, Range 4 East, W.M., King County, Washington; **THENCE** southwesterly along said easterly margin of Pacific Highway South to its point of intersection with the South line of the Northwest quarter of said Section 33; **THENCE** West along said South line a distance of 75 feet, more or less, to its point of intersection with the centerline of Pacific Highway South; **THENCE** southerly along said centerline of Pacific Highway South to the North line of the Southwest quarter of the Southwest quarter of said Section 33; **THENCE** West along said North line to the West line of said subdivision; **THENCE** South along said West line to its point of

intersection with the easterly projection of the southerly margin of South 284th Street; **THENCE** westerly along said easterly projection and the southerly margin of South 284th Street to its point of intersection with the West line of the East half of the East half of the Southeast quarter of Section 32, Township 22 North, Range 4 East, W.M., King County, Washington; **THENCE** North along said West line to the Southwest corner of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 32; **THENCE** East along the South line of said subdivision to the Southeast corner thereof; **THENCE** North along the East line of said subdivision to the Northeast corner thereof, also being the Southeast corner of Lot 6, Block 2, Redondo on the Highway, according to the plat thereof recorded in Volume 30 of Plats, Page 39, records of King County, Washington; **THENCE** westerly along the South line of said Lot 6 to the Southwest corner thereof; **THENCE** northerly along the West line of said Lot 6 to its point of intersection with the southerly margin of South 279th Street; **THENCE** easterly along said southerly margin of South 279th Street to its point of intersection with the southeasterly projection of the centerline of 16th Avenue South; **THENCE** northwesterly along said southeasterly projection of the centerline of 16th Avenue South to its point of intersection with the westerly margin of Pacific Highway South; **THENCE** northerly along said westerly margin of Pacific Highway South to its point of intersection with the easterly margin of 16th Avenue South; **THENCE** northwesterly and northerly along said easterly margin of 16th Avenue South to its point of intersection with the South line of the North half of the Northwest quarter of the Northwest quarter of Section 33, Township 22 North, Range 4 East, W.M., King County, Washington; **THENCE** East along said South line to its point of intersection with the easterly margin of Pacific Highway South and the **POINT OF BEGINNING** of this boundary description

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 Lakehaven Utility District, 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 GRANTEES 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 _____, 20____, 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 and/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 Real Estate Services Section, Facilities Management Division of the Department of Executive Services and, when applicable, by the Department of Development and Environmental Services. Applications for work permits shall be presented to the Real estate Services Section of the Facilities Management 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 post a bond to King County in the amount necessary for road restoration. The amount of the bond shall be set by the Department of Transportation, Roads Services Division and shall be filed with the Real Estate Services Section of the Facilities Management Division before the issuance of any permit.

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 State of Washington grants such taxing authority 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 County and the Grantee shall share the other costs of the proceeding equally.
- (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 public interest is no longer served.