



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda Local Services and Land Use Committee

Councilmembers:
Reagan Dunn, Chair;
Rhonda Lewis, Vice Chair;
Teresa Mosqueda, Sarah Perry

Lead Staff: Jenny Ngo (206-263-2115)
Committee Clerk: Marka Steadman (206-477-0887)

9:30 AM

Wednesday, February 18, 2026

Hybrid Meeting

Hybrid Meetings: Attend King County Council committee meetings in person in Council Chambers (Room 1001), 516 3rd Avenue in Seattle, or through remote access. Details on how to attend remotely and/or provide comment are listed below.



Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

HOW TO PROVIDE PUBLIC COMMENT: The Local Services and Land Use Committee values community input and looks forward to hearing from you on agenda items.

There are three ways to provide public comment:

1. In person: You may attend the meeting and provide comment in the Council Chambers.
2. By email: You may comment in writing on current agenda items by submitting your email comments to kcccomitt@kingcounty.gov. If your email is received before 8:00 a.m. on the day of the meeting, your email comments will be distributed to the committee members and appropriate staff prior to the meeting.
3. Remote attendance at the meeting by phone or computer (see "Connecting to the Webinar" below).

You are not required to sign up in advance. Comments are limited to current agenda items.

	<p>Sign language and interpreter services can be arranged given sufficient notice (206-848-0355). TTY Number - TTY 711.</p> <p>Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.</p>	
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You have the right to language access services at no cost to you. To request these services, please contact Language Access Coordinator, Tera Chea at 206-477-9259 or email tera.chea2@kingcounty.gov by 8:00 a.m. three business days prior to the meeting.

CONNECTING TO THE WEBINAR

Webinar ID: 840 9948 4774

By computer using the Zoom application at <https://zoom.us/join> and the webinar ID above.

Via phone by calling 1-253-215-8782 and using the webinar ID above.

HOW TO WATCH/LISTEN TO THE MEETING REMOTELY: There are several ways to watch or listen in to the meeting:

- 1) Stream online via this link: <http://www.kingcounty.gov/kctv>, or input the link web address into your web browser.
- 2) Watch King County TV on Comcast Channel 22 and 322(HD) and Astound Broadband Channels 22 and 711(HD)
- 3) Listen to the meeting by telephone – See “Connecting to the Webinar” above.

To help us manage the meeting, please use the Livestream or King County TV options listed above, if possible, to watch or listen to the meeting.

1. Call to Order

2. Roll Call

To show a PDF of the written materials for an agenda item, click on the agenda item below.

3. Approval of Minutes

January 21, 2026 meeting **p. 5**

4. Public Comment



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
TTY Number - TTY 711.
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.



Consent

5. [Proposed Ordinance No. 2025-0265](#) **p. 8**

AN ORDINANCE authorizing the execution of a franchise agreement with the Snoqualmie Valley School District, for use of certain King County road rights-of-way in unincorporated King County for the construction, operation, and maintenance of wireline telecommunications transmission facilities.

Sponsors: Perry

Andy Micklow, Council staff

6. [Proposed Ordinance No. 2026-0015](#) **p. 89**

AN ORDINANCE revising the corporate boundary of the city of Enumclaw to include the unincorporated portion of McHugh Avenue right-of-way as provided for in RCW 35A.21.210.

Sponsors: Dunn

Nick Bowman, Council staff

Briefing

7. [Briefing No. 2026-B0025](#) **p. 99**

Local Services and Land Use (LSLU) Committee 2026 Work Plan

Erin Auzins, Council staff

Discussion and Possible Action

8. [Proposed Ordinance No. 2026-0014](#) **p. 100**

AN ORDINANCE authorizing the executive to enter into a housing cooperation agreement with the Housing Authority of the County of King to facilitate the development of low-income housing in accordance with chapter 35.83 RCW.

Sponsors: Lewis

Erin Auzins, Council staff



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
TTY Number - TTY 711.
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.



Other Business

Adjournment



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
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by a hearing aid when it is set to 'T' (Telecoil) setting.





King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Minutes Local Services and Land Use Committee

Councilmembers:
Reagan Dunn, Chair;
Rhonda Lewis, Vice Chair;
Teresa Mosqueda, Sarah Perry

Lead Staff: *Erin Auzins (206-477-0687)*
Committee Clerk: *Marka Steadman (206-477-0887)*

9:30 AM

Wednesday, January 21, 2026

Hybrid Meeting

DRAFT MINUTES

1. **Call to Order**

Chair Dunn called the meeting to order at 9:33 a.m.

2. **Roll Call**

Present: 3 - Dunn, Lewis and Perry

Excused: 1 - Mosqueda

3. **Approval of Minutes**

*Vice Chair Lewis moved approval of the September 8, 2025, special meeting minutes.
There being no objections, the minutes were approved.*

Consent

4. **[Proposed Ordinance No. 2025-0269](#)**

AN ORDINANCE approving the City of Redmond Water System Plan dated May 2025.

**A motion was made by Lewis that this Ordinance be Recommended Do Pass
Consent. The motion carried by the following vote:**

Yes: 3 - Dunn, Lewis and Perry

Excused: 1 - Mosqueda

5. [Proposed Ordinance No. 2025-0360](#)

AN ORDINANCE relating to the King County regional E-911 advisory governance board; amending Ordinance 18695, Section 2, and repealing Ordinance 18139, Section 4, and Ordinance 18695, Section 3.

A motion was made by Lewis that this Ordinance be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 3 - Dunn, Lewis and Perry

Excused: 1 - Mosqueda

Discussion and Possible Action

6. [Proposed Ordinance No. 2025-0285](#)

AN ORDINANCE approving and adopting the updated 2025-2030 King County Regional Hazard Mitigation Plan, as approved by the Federal Emergency Management Agency.

Gene Paul, Council staff, briefed the committee. Brendan McCluskey, Director, King County Office of Emergency Management, answered questions from the members.

This item was expedited to the January 27, 2026, Council agenda.

A motion was made by Lewis that this Ordinance be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 3 - Dunn, Lewis and Perry

Excused: 1 - Mosqueda

Briefing

7. [Briefing No. 2026-B0008](#)

Temporary Use and Special Event Report

Mark Rowe, Acting Director, Permitting Division, briefed the committee. Mark Rowe and Ty Peterson, Product Line Manager, Department of Local Services, answered questions from the members. and answered questions from the members.

This matter was Presented

Other Business

There was no further business to come before the committee.

Adjournment

The meeting was adjourned at 10:25 a.m.

Approved this _____ day of _____

Clerk's Signature



King County

Metropolitan King County Council Local Services Committee

STAFF REPORT

Agenda Item:	5	Name:	Andy Micklow
Proposed No.:	2025-0265	Date:	February 18, 2026

SUBJECT

Proposed Ordinance 2025-0265 would authorize the execution of a franchise agreement with the Snoqualmie Valley School District for the use of certain road rights-of-way (ROW) in unincorporated King County for the construction, operation, and maintenance of wireline telecommunications transmission facilities.

SUMMARY

King County Code 6.27 requires persons or private or municipal corporations to obtain a franchise for the use of ROW by submitting an application to the Facilities Management Division and receiving approval from the Council. Each applicant pays a franchise application fee and reimburses the County for the costs incurred in reviewing and processing.

Snoqualmie Valley School District ("School District") built its own fiber optic network to connect its schools and buildings, including aerial pathways on utility poles in King County and underground pathways using conduit installed in King County public rights-of-way. The School District and the County negotiated a non-exclusive franchise agreement for the construction, operation, and maintenance of wireline telecommunications facilities.

The duration of the Agreement would be ten years, with various opportunities for amendments throughout the life of the Agreement, as well as the option for the Director and Chief Information Officer of the Department of Information Technology (KCIT), on behalf of the County, to grant an extension for up to an additional fifteen years under certain circumstances.

BACKGROUND

Snoqualmie Valley School District is a K-12 public school district located in the communities of Snoqualmie, North Bend, Fall City, and surrounding areas in unincorporated King County. The School District has built a fiber optic network to connect all its schools and buildings. The network includes aerial pathways on utility poles in King County and underground pathways using conduit installed in the King County ROW.

According to the transmittal letter, the "network provides high-speed connections for access to internet, voice, and data services necessary for quality instruction and school district operations." Snoqualmie Valley School District is not a utility or telecommunications provider, and the service is only for its own purposes.

King County has the authority through Revised Code of Washington (RCW) 36.55.010 to grant franchises for the use of the ROW of county roads for the construction and maintenance of utilities, including gas pipes, electric light lines, sewers, and other facilities. King County Code (KCC) 6.27 requires persons or private or municipal corporations to obtain a franchise for the use of the ROW, which must be consistent with the specific criteria laid out in that section of code. The application must be submitted to and negotiated with the Facilities Management Division (FMD) and approved by the Council.

KCC 4A.675, together with KCC 6.27.054, sets forth fees and charges to be paid for by the franchise applicant. These fees include:

1. A franchise application fee of \$2,500;
2. An advertising fee, which includes the full advertising costs associated with the application; and
3. A surcharge to recover the actual costs incurred by the County in reviewing and processing an application.

The fees described above include only those related to the franchise application. Throughout the life of the Agreement, additional fees may be charged, including for permit applications for work in the ROW.

ANALYSIS

The proposed ordinance would authorize the execution of a non-exclusive franchise agreement in order to use ROW in unincorporated King County for the construction, operation, and maintenance of wireline telecommunications transmission facilities. The Agreement would last ten years from the date it is effectuated, with an option for the KCIT Director and Chief Information Officer to approve an extension for up to fifteen additional years.

Maps showing the Franchise Area are included as Exhibit B to the Agreement.

Work in the ROW. Under the terms of the Agreement, the School District cannot start any work within the franchise area until applicable construction permits have been issued. The exception to this is for emergency work, where the School District or the County may take corrective action without first obtaining a permit when a situation poses an immediate danger. The need to take immediate corrective action, however, does not relieve the School District from its obligation to obtain a ROW construction permit or any other permits necessary for the corrective actions.

Franchise Compensation. Section 16 of the Agreement reserves the County's right to receive compensation from the franchisee in return for its use of the ROW. Wireline

communication is different than water and sewer ROWs, and a change to the King County Code would be necessary to impose compensation for use.

Amendments and Modifications. Amendments to the Franchise would be able to occur under the terms of the Agreement. Council approval is required for most amendments to the Franchise.

Administrative Amendments. The following exceptions are amendments that would not require Council approval:

- Changes to the franchise area;
- Extension the term of the Agreement for up to fifteen years past the original expiration date;
- The County could exercise its authority to receive compensation for the use of County ROW by notifying the franchisee; or
- The County Risk Manager could adjust the "Insurance" section of the proposed Agreement at every amendment or at the end of every five years of the Agreement.

Incorporation or Annexation. If the franchise area is incorporated or annexed into a city during the term of the Agreement, the affected portions would be removed from the Franchise Area.

Road Vacation. If any portion of the ROW is vacated during the term of the Agreement, the Franchise would be automatically terminated with respect to the vacated portion of the ROW.

Default. The County may terminate the Agreement if the School District defaults on any term of the Franchise. Section 14 would set up a default resolution process wherein the School District would be required to address the default. The County may suspend, withdraw, or decline to issue any ROW construction permits while the School District is in default.

Dispute Resolution. In the case of disputes that may arise throughout the duration of the Agreement, Section 15.1 would set up a dispute resolution process wherein the School District and the County would be required to meet within thirty days to make a "good-faith effort" to achieve resolution. If a resolution is not reached, the School District and the County would enter mediation at their own expense. If resolution is still not reached, the School District or the County could either follow default procedures or seek other remedies laid out in statute.

ATTACHMENTS

1. Proposed Ordinance 2025-0265 (and its attachment)
2. Transmittal Letter
3. Fiscal Note



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2025-0265.1

Sponsors Perry

1 AN ORDINANCE authorizing the execution of a franchise
2 agreement with the Snoqualmie Valley School District, for
3 use of certain King County road rights-of-way in
4 unincorporated King County for the construction,
5 operation, and maintenance of wireline telecommunications
6 transmission facilities.

7 STATEMENT OF FACTS:

8 1. Snoqualmie Valley School District applied for and negotiated terms
9 and conditions for use of King County road rights-of-way for the
10 construction, operation, and maintenance of wireline telecommunications
11 transmission facilities in unincorporated King County in council districts
12 three and nine.

13 2. The application and negotiated document were reviewed and approved
14 by applicable county agencies before submission to the council.

15 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

16 SECTION 1. Snoqualmie Valley School District's application and negotiated
17 agreement meet the criteria for granting of a right-of-way franchise for use of the right-
18 of-way of county roads for the construction, operation, and maintenance of wireline
19 telecommunications transmission facilities under K.C.C. chapter 6.27.

20 SECTION 2. The executive is authorized to execute a right-of-way franchise
21 agreement with Snoqualmie Valley School District that is substantially in the form of
22 Attachment A to this ordinance, and to take all actions necessary to implement the terms
23 of the franchise agreement.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: A. Snoqualmie Valley School District Right of Way Franchise for Wireline Communications

Snoqualmie Valley School District

**RIGHT-OF-WAY FRANCHISE
FOR
WIRELINE COMMUNICATIONS**

Franchise No. Fran 24-0030

King County, Washington

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I. ESTABLISHMENT

RECITALS

WHEREAS, pursuant to Article 11, Sec. 4 of the Washington Constitution, RCW 36.55.010 and Chapter 6.27 of the King County Code, King County, a home rule charter county and political subdivision of the State of Washington, is authorized to grant franchises for use of County ROW (as defined below); and

WHEREAS, King County grants franchises to persons or public and private Utility corporations to authorize the Utility companies to use County ROW to provide Utility service in unincorporated areas of King County. Franchises grant a valuable property right to Utility companies to use County ROW, and thereby allow the Utilities to profit and benefit from the use of County ROW in a manner not generally available to the public; and

WHEREAS, on August 29, 2024, Snoqualmie Valley School District applied for a King County Utility franchise for the right to use County ROW for the Construction, Operation, and Maintenance of Wireline Telecommunications transmission and service lines, within the Franchise

Area delineated in Exhibits A and B; and

WHEREAS, the King County Department of Executive Services and Department of Local Services have reviewed Snoqualmie Valley School District's application for a Utility franchise; and

WHEREAS, legal notice of the franchise application and of the hearing has been given as required by Law (as defined below); and

WHEREAS, the County Council (as defined below) held a public hearing on (date), to solicit comments from the public and to consider whether to grant the requested franchise to Snoqualmie Valley School District.

APPLICATION AND HEARING

The application of Snoqualmie Valley School District, a Public Entity, ("Franchisee") for a franchise to set, erect, lay, place, locate, relocate, construct, reconstruct, install, reinstall, extend, support, adjust, affix, attach, connect, align, realign, alter, modify, improve, operate, maintain, repair, remove, replace, and use transmission, distribution, and service lines, protective relay systems, fiber optic communications, and appurtenances in, upon, over, along, across, through, and under the County ROW located within the Franchise Area described in the attached Exhibit "A" ("Franchise Area Legal Description") and mapped in the attached Exhibit "B" ("Franchise Area Maps") was heard on the ____ day of _____, 20 ____.

GRANT OF FRANCHISE

Pursuant to Article 11, Sec. 4 of the Washington Constitution, RCW 36.55.010, and Chapter 6.27 of the King County Code (hereafter "KCC"), King County, a home rule charter county and political subdivision of the State of Washington, has considered the application, the interests proposed and advanced, and the public comment. The County Council (as defined below) has found that it is in the public interest to grant this franchise and has ordered that a non-exclusive Wireline Telecommunications franchise be granted to Snoqualmie Valley School District, and its successors and assigns ("Franchisee"), subject to the terms and conditions contained in this franchise agreement (the "Franchise").

This Franchise grants Franchisee the right, privilege, and authority to use the Franchise Area (as defined below) to set, erect, lay, construct, extend, support, attach, connect, operate, maintain, repair, relocate, remove, replace, and use Facilities (as defined below) for Wireline Telecommunications, including transmission, distribution, and service lines, protective relay systems, fiber optic communications, and appurtenances in, upon, over, along, across, through, and under the Franchise Area.

This Franchise does not transfer, convey, or vest an easement or title in or to any County ROW or portions thereof in or to Franchisee. This Franchise is granted subject to all of the terms and conditions contained herein.

II. TERMS AND CONDITIONS

GOVERNANCE; RULES AND REGULATIONS

Section 1. Definitions

References to any County official or office also refer to any official or office that succeeds any or all of the responsibilities of the named official or office. The following definitions shall apply for the purposes of this Franchise and all exhibits attached hereto. Defined words shall have their meaning as defined in this section or elsewhere in this Franchise when capitalized in the text. Defined words in the singular will be held to include the plural and vice versa, as applicable and depending on the context. Words not defined, and defined words when not capitalized in the text shall be given their common and ordinary meaning.

Authorized Hazardous Materials. Hazardous Materials that are reasonably necessary for Franchisee's activities authorized by the Franchise and that are customarily used in Franchisee's industry. The use of Authorized Hazardous Materials does not constitute a Release.

Colocation or Colocator. The term "Colocation" means the placement and arrangement of other users' lines, facilities, and equipment on Facilities. The term "Colocator" shall mean a third-party Utility or other authorized user to attach or occupy Facilities pursuant to Section 28 of this Franchise.

Construct or Construction. Activities performed by Franchisee, its agents, representatives, employees, and Contractors to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, modify, improve, or remove Facilities, and related activities such as digging or excavating for the above purposes.

Contractor. All agents carrying out any activities on behalf of Franchisee, including subcontractors.

County. King County, a home rule charter county and political subdivision of the State of Washington. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by a Director.

County Council. The metropolitan county council of King County, a home rule charter county, in accordance with the Constitution of the State of Washington.

County Parties. The County, its elected and appointed officials, officers, employees, agents, and contractors.

County Risk Manager. The director of the County’s Office of Risk Management Services.

County Road Engineer. The county road engineer as defined in KCC 14.01.100 and specified in RCW 36.75.010 and RCW 36.80.010.

County ROW. All public land, property, or property interest, (e.g., an easement), usually in a strip, as well as bridges, trestles, or other structures, acquired by or dedicated to the County or otherwise devoted to transportation purposes, including but not limited to all maintained or unmaintained County roads, streets, avenues, or alleys. For purposes of this Franchise, “County ROW” does not include recreational or nature trails except where such trails intersect with or are located within County ROW. Any reference to use of or in the County ROW includes use in, upon, over, along, across, through, or under the County ROW, as applicable.

Default. A failure, whether intentional or unintentional, to perform, satisfy, or discharge, or to breach, any term or condition of this Franchise.

Director. (1) the Director of the King County Department of Local Services or their designee, or (2) the Director of the Department of Executive Services or their designee, or (3) the Director and Chief Information Officer of the Department of Information Technology or their designee, depending on the context. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by a Director.

Effective Date. The date this Franchise is fully executed by the Parties.

Emergency. Any situation that creates or presents an immediate risk of danger to life, property, safety, public health, or the environment.

Environmental Laws. Any Laws or other federal, state, or local statutes, regulations, codes, rules, ordinances, orders, judgments, decrees, injunctions, proceedings, or instructions pertaining in any way to the protection of human health, safety, and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge, or disposal of Hazardous Materials. Environmental Laws may include, as applicable, the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §5101, et seq.), the Pipeline Safety Act (49 U.S.C. §60101, et seq.), the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006 (Title 49 Code of Federal Regulations), Transportation of Hazardous Liquids by Pipeline (49 C.F.R. Part 195), the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et. seq.), the Washington Hazardous Waste Management Act (RCW Chapter 70A.300), the Washington State Model Toxics Control Act (RCW Chapter 70A.305) (“MTCA”), the Washington Water Pollution Control Act (RCW Chapter 90.48), the Washington State Pipeline Safety Act (RCW Chapter 81.88), Washington Administrative Code (“WAC”) Chapters 480-90 and 480-93, the King County Critical Areas Ordinance (KCC Chapter 21A.24), and any other

similar federal, state, or local environmental statute, rule, or regulation, each as enacted or amended from time to time, including any laws concerning above ground or underground storage tanks. The term shall also be interpreted to include any substance that, after released into the environment, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities.

Facilities. Collectively and as applicable, the facilities owned, co-owned, or operated by Franchisee, including all plant, equipment, fixtures, appurtenances, antennas, and other facilities in the Franchise Area necessary to furnish and deliver Wireline Telecommunications services, including but not limited to poles with cross arms, poles without cross arms, wires, lines, conduits, ducts, cables, communication and signal lines, and equipment, braces, guys, anchors, vaults, and all attachments and appurtenances necessary or incidental to the transmission, distribution, and use of Wireline Telecommunications services. For the avoidance of doubt, Facilities shall not include cable television lines or cables or wireless transmission facilities.

Found Hazardous Material(s). Hazardous Material that exists within the Franchise Area or other property, whether public or private, the presence of which was not, in whole or part, caused by the act or omission of Franchisee Parties during or prior to the term of this Franchise.

Franchise. This franchise agreement and any mutually agreed amendments or exhibits to this franchise agreement.

Franchise Area. That portion of the County ROW wherein the County has authorized Franchisee to place Facilities, as identified and described in the attached Exhibits A and B.

Franchisee. Snoqualmie Valley School District, and its successors and those assignees approved pursuant to Section 17 (Transfer and Assignment).

Franchisee Parties. Franchisee, its officials, employees, and agents and all contractors and sub-contractors acting on behalf of Franchisee.

Gross Revenues. All revenue derived by Franchisee from a Colocator's use of Facilities or any component thereof. Gross Revenues shall include the value of any consideration received by Franchisee in exchange for the use of Facilities. Gross Revenues shall also include late fees, administrative fees, or any other monetary amount collected from a Colocator arising out of use of Facilities.

Hazardous Material(s). Any waste, pollutant, contaminant, deleterious substance, or other material that now or in the future becomes regulated, controlled, or defined under any Environmental Laws.

Laws. Federal, state, and local laws, regulations, and utility standards including, but not limited to, the County's Comprehensive Plan, Road Standards, King County regulations for accommodation of utilities on county road rights-of-way, zoning code, and other regulations that are applicable to any and all work or other activities performed by Franchisee pursuant to or under authority of this Franchise, Franchisee's approved comprehensive plan under KCC 13.24.010, and state and local health and sanitation regulations. Unless otherwise stated herein, references to laws

include laws now in effect as of the Effective Date of this Franchise.

Maintain or Maintenance. Examining, testing, inspecting, repairing, maintaining, and replacing Facilities or any part thereof as required and necessary or as prudent for effective, efficient, and safe Operations and related activities, as performed by or on behalf of Franchisee, unless otherwise provided herein.

Operate or Operations. The operation and use of Facilities for transmission or delivery of Wireline Telecommunications services to Franchisee's customers or the use by Colocators of Facilities pursuant to Section 28.

Party or Parties. The County and Franchisee individually or collectively as the context in this Franchise provides.

Release. The release, leak, deposit, seepage, spill, or escape of any Hazardous Material caused or contributed to by Franchisee or a Contractor.

Road Standards. The King County Road Design and Construction Standards adopted pursuant to KCC 14.42 and as now or hereafter amended.

Roadside Management Program or RMP. A program developed by Franchisee and accepted by the County to identify Facilities not in compliance with County Road Standards and to remediate same to bring such Facilities into compliance therewith.

Roadside Management Work Plan or RMP Work Plan. An annual remediation plan, including a schedule of work for the coming year to accomplish the RMP.

Roadside Management Work Report or RMP Work Report. An annual report of progress on the remediation work carried out during the previous year under the RMP and the annual RMP Work Plan.

Utility. All persons or public or private organizations of any kind that are subject to the provisions of KCC 6.27, KCC 6.27A, and KCC 14.45 with regard to use of County ROW.

Wireline Telecommunications. The transmission of writing, signs, signals, pictures, and sounds of all kinds by aid of wire, cable, including fiber-optic cable or other like connection between the points of origin and reception of such transmission, including all instrumentalities, facilities, apparatus, and services (among other things, the receipt, forwarding, and delivery of communications) incidental to such transmission, without change in the form or content of the information or content of the information sent and received. The term shall not include stand-alone minor communications facilities as described in KCC Chapter 21A.27, stand alone "wireless telecommunications facilit[ies]" and "wireless minor communications facilities" as described in KCC Chapter 14.45, cable service (as such term is defined in 47 U.S.C. § 522), or open video system (as such term is defined in 47 U.S.C. § 573).

Section 2: Non-Exclusive Franchise

2.1 The Franchise is granted to Franchisee as a non-exclusive franchise which shall not in any manner prevent or hinder the County from granting to other parties, at other times and under such terms and conditions as the County, in its sole discretion, may deem appropriate, other franchises or similar use rights in any County ROW. Additionally, this Franchise shall in no way prevent, inhibit, or prohibit the County from using any of the County ROW for any County purpose, nor shall this Franchise affect the County's jurisdiction, authority, or power over any County ROW, in whole or in part. The County expressly retains its power to make or perform any and all modifications or relocations reasonably necessary for the County to carry out any County purpose, including but not limited to, the construction, alteration, improvement, repair, operation, maintenance, or removal of County facilities in the County ROW, as well as the power to vacate the County ROW.

2.2 Any work related to any Facilities occurring in the Franchise Area covered by this Franchise shall be performed by Franchisee Parties in a safe and workmanlike manner, in such a way as to minimize interference with the free flow of traffic and the access to adjacent property.

2.3 Franchisee accepts the Franchise Area in an “as is with all faults” basis with any and all patent and latent defects and is not relying on any representation or warranties, express or implied, of any kind whatsoever from the County as to any matters concerning the Franchise Area, including, but not limited to, the physical condition of the Franchise Area; zoning status; presence and location of existing facilities; operating history; compliance of the Franchise Area with Environmental Laws or other Laws and other requirements applicable to the Franchise Area; the presence of any Hazardous Materials or wetlands, asbestos, or other environmental conditions in, on, under, over, or in proximity to the Franchise Area; the condition or existence of any of the above ground or underground structures or improvements in, on, over, or under the Franchise Area; the condition of title to the County ROW, and the leases, easements, franchises, orders, licenses, or other agreements, affecting the Franchise Area (collectively, the “Condition of the Franchise Area”).

The County hereby disclaims any representation or warranty, whether expressed or implied, as to the design or Condition of the Franchise Area, its merchantability or fitness for any particular purpose, the quality of the material or the workmanship of the Franchise Area, or the conformity of any part of the Franchise Area to its intended uses. King County shall not be responsible to any Franchisee Party for any damages to any of them relating to the design, condition, quality, safety, merchantability, or fitness for any particular purpose of any part of the Franchise Area, or the conformity of any such property to its intended uses, as of the Effective Date of this Franchise. Franchisee shall notify its Contractors of King County’s disclaimer. Franchisee represents and warrants to King County that neither Franchisee nor any Contractor has relied and will not rely on, and King County is not liable for or bound by, any warranties, guaranties, statements, representations, or information pertaining to the Condition of the Franchise Area or relating thereto made or furnished by King County, or any agent representing or purporting to represent King County, to whomever made or given, directly or indirectly, orally or in writing.

Section 3. Term

3.1 The initial term of this Franchise is for a period of ten (10) years (the "Initial Term") from the Effective Date, unless earlier terminated or revoked.

3.2 Franchisee may request an extension of the Initial Term, and the Director and Chief Information Officer of the Department of Information Technology, on behalf of the County, may extend the Initial Term of this Franchise for an additional period of up to fifteen (15) years, under the following circumstances:

(A) Franchisee's request to extend the Initial Term must be in writing and submitted to the County not more than two (2) years nor less than two hundred forty (240) days prior to the expiration of the Initial Term, and

(B) Franchisee has maintained substantial compliance with the terms and conditions of this Franchise throughout the Initial Term. The Director and Chief Information Officer of the Department of Information Technology shall have final authority to determine Franchisee's substantial compliance with the terms and conditions of this Franchise.

3.3. The Initial Term will not be extended under this Section 3 unless Franchisee receives approval of an extension and the length of the extension in writing from the County within ninety (90) days of the County's receipt of Franchisee's request to extend.

3.4 If the Initial Term is not extended, and Franchisee wishes to continue to operate in the Franchise Area, Franchisee shall promptly file an application with the County for renewal of this Franchise in accordance with KCC 6.27.054. Upon receipt of such application, the County and Franchisee shall commence good faith negotiations on the terms and conditions of a franchise renewal.

If the Parties are unable to reach agreement to renew this Franchise prior to expiration of the Initial Term, then this Franchise will expire at the end of the Initial Term and Franchisee will be considered an unfranchised Utility under KCC Chapter 14.44. If Franchisee continues to use the Franchise Area for Facilities after the expiration of the Franchise, Franchisee's continued use shall be subject to the terms and conditions of the expired Franchise, including Consideration, and at the will of the County ("Holdover Period"). Said use will not constitute a renewal or extension of the Franchise and will be subject to termination by the County in its sole and absolute discretion upon sixty (60) days' written notice to Franchisee.

Section 4. County Ordinances and Regulations - Reservation of Police Power

Nothing in this Franchise shall be deemed a waiver of the County's right to exercise its police power to protect the health, safety and welfare of the public, and the County reserves all such powers.

Section 5. Eminent Domain

The Facilities are subject to the power of eminent domain in accordance with and subject to Laws. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 6. Survival

6.1 Until such time as all Facilities have been removed from the County ROW, all of the provisions, conditions, and requirements contained in the following Sections of this Franchise shall survive the expiration, revocation, forfeiture, or termination of the Franchise and any Holdover Period: (A) Section 7 (Governing Law, Stipulation of Venue, and Non-Discrimination); (B) Section 14 (Default, Revocation, and Termination); (C) Section 15 (Disputes; Remedies to Enforce Compliance; No Waiver); (D) Section 16 (Consideration and Reservation of Rights); (E) Section 18 (Hold Harmless and Indemnification); (F) Section 19 (Franchise Administration); (G) Section 20 (Insurance Requirements); (H) Section 21 (Performance Bond); (I) Section 22 (Right-of-Way Construction Permit Required); (J) Section 23 (Emergency Work); (K) Section 24 (Compliance with Laws; Performance Standards); (L) Section 25 (Restoration of County ROW); (M) Section 26 (Maps and Records); (N) Section 27 (Relocation of Facilities); (O) Section 28 (Use of Facilities by Colocators); (P) Section 30 (Hazardous Materials); (Q) Section 31 (Dangerous Conditions; Authority for County to Abate); and (R) Section 32 (Decommissioning of Facilities).

6.2 After such time as all Facilities have been removed or decommissioned in place to the County's satisfaction, only the following provisions shall survive the expiration, revocation, or termination of the Franchise, including any Holdover Period: (A) Section 18 (Hold Harmless and Indemnification); (B) Section 19 (Franchise Administration); (C) Section 26 (Maps and Records); and (D) Section 30 (Hazardous Materials).

6.3 The following provisions shall survive and apply to any area removed from the coverage of the Franchise as the result of events including, but not limited to, full or partial termination of the Franchise, annexation or incorporation under Section 12, and reduction of the Franchise Area under Section 13: (A) Section 18 (Hold Harmless and Indemnification); (B) Section 19 (Franchise Administration); (C) Section 26 (Maps and Records); and (D) Section 30 (Hazardous Materials).

Section 7. Governing Law, Stipulation of Venue, and Non-Discrimination

7.1 This Franchise and all use of the Franchise Area granted herein shall be governed by the laws of the State of Washington without giving effect to its choice of law rules or conflicts of law provisions, unless preempted by federal law. Any action relating to the Franchise shall be brought in King County Superior Court, King County, Washington, or in the case of a federal action, in the United States District Court for the Western District of Washington at Seattle, unless an administrative agency has primary jurisdiction.

7.2 Nondiscrimination: Franchisee, its successors, and assigns, shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits

under King County Code Chapter 12.16, as now codified and as hereafter amended. Franchisee shall comply fully with all applicable federal, state, and local Laws, ordinances, executive orders, and regulations that prohibit such discrimination. These Laws include, but are not limited to, King County Charter Section 840, RCW chapter 49.60, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a Default by Franchisee of this Franchise and shall be grounds for revocation, termination, or suspension, in whole or in part, of the Franchise and may result in ineligibility for further agreements with the County.

Section 8. Severability

If any Section, sentence, clause, phrase, or provision of this Franchise or the application of such provision to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause, phrase, or provision of this Franchise, nor the application of the provision at issue to any other person or entity.

Section 9. Notice and Emergency Contact

9.1 Wherever in this Franchise written notices are to be given or made, they shall be sent by electronic mail (“email”) with delivery receipt requested, unless otherwise required by Laws or for service of legal process. The Parties agree to receive notices at the addresses listed below unless different addresses shall be designated in writing and delivered to the other Party. Notices shall be deemed to have been delivered according to Section 9.2.

KING COUNTY:

King County Office of Information Technology
Attn: King County Office of Cable Communications
King County Chinook Building
401 Fifth Avenue Suite 600
Seattle, Washington 98104
Email: cableoffice@kingcounty.gov
Phone: (206) 263-7880

With a mandatory electronic copy to:

King County Facilities Management Division
Email: Franchise.FMD@KingCounty.gov

Snoqualmie Valley School District

8001 Silva Ave SE
Snoqualmie WA 98065
Attn: Justin Talmadge, Director of Technology
Phone: (425) 831-4249
Email: talmadgej@svsd410.org

9.2 If a notice or communication is given by email, the notice or communication shall be deemed to have been given and received when sent. If a notice or communication is given by certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid and return receipt requested. If a notice or communication is given by courier or personal service, it shall be deemed to have been given when delivered to and received by the Party to whom it is addressed, with the sending Party responsible to confirm delivery of such notice and to provide proof of such service if requested by the receiving Party. If a Party disputes the delivery or receipt of a notice or communication, then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice or communication was not delivered or received or both.

9.3 Franchisee shall also provide the County a current emergency contact name (or title) and phone number available twenty-four (24) hours a day, seven (7) days a week. Franchisee shall promptly notify the County of any change in the notice address or emergency contact (or title) and phone number.

Section 10. Tariffs, Notice of Changes [Intentionally Deleted -Not Applicable]

Section 11. Amendment

This Franchise may be amended only by written agreement of the Parties, provided that, except as otherwise provided in this Franchise, such amendment shall be subject to approval by the County Council. The Director and Chief Information Officer of the Department of Information Technology is authorized to execute the following amendments on behalf of the County without prior County Council approval: changes to the Franchise Area, extension of this Franchise under Section 3.2 (Term), agreements under Section 16 (Consideration and Reservation of Rights), adjustments under Section 20 (Insurance Requirements), and minor technical corrections or updates. All other amendments to this Franchise shall be subject to County Council approval.

Section 12. Incorporation and Annexation

If the Franchise Area covered by this Franchise is incorporated into the limits of any city or town by operation of municipal incorporation or annexation, the Franchise granted herein shall terminate as to that portion of the Franchise Area that is incorporated or annexed into the corporate limits of such city or town; but this Franchise shall continue as to those portions of the Franchise Area that are not incorporated into a city or town. The County shall not be liable to Franchisee for any damages, loss, costs, or other impacts that may arise out of or relate to such annexation or incorporation.

Section 13. Vacation

13.1 Subject to Section 13.2, if all or any portion of a County ROW which is subject to this Franchise is vacated by the County, then this Franchise shall terminate with respect to the vacated portion of such County ROW. The County shall not be liable for any damages or loss to Franchisee by reason of such vacation and termination.

13.2 Whenever a County ROW or any portion thereof is vacated, the County may retain an easement in the vacated portion for the construction, repair and maintenance of public utilities and services which at the time of the vacation are specifically authorized or are physically located upon, over, under, across, or through a portion of the County ROW being vacated, but only in accordance with the provisions of RCW 36.87.140 as now existing or hereafter amended. In the event of any such vacation, the County shall notify Franchisee at least sixty (60) days prior to taking final action. Should Franchisee desire the County to retain a utility easement in the vacated County ROW, Franchisee may request that the County retain such an easement over the property at issue as a part of any proposed action taken by the County Council on the particular vacation. Should Franchisee make such a request, the County may retain said easement in the manner and to the extent allowed by law.

Section 14. Default, Revocation, and Termination

14.1 If Franchisee Defaults on any term or condition of this Franchise, the County may revoke or terminate the Franchise as provided in this Section 14 or pursue any remedy in equity or under Laws. Upon revocation or termination, all rights of the Franchisee granted by this Franchise shall cease, and the County may suspend or withdraw approval of any active ROW construction permits.

14.2 A Party asserting a Default shall give the other Party written notice of such Default, stating with specificity the events or circumstances and nature of the alleged Default. The Party receiving such notice shall have forty-five (45) days following receipt to: (1) cure the Default; or (2) demonstrate to the other Party's satisfaction that a Default does not or no longer exists; or (3) submit a plan satisfactory to the other Party to correct the Default within a reasonable time. If, at the end of the forty-five (45) day cure period, the non-defaulting Party reasonably believes that the Default is continuing and the Party allegedly in Default is not taking satisfactory corrective action to cure or correct the Default, then the non-defaulting Party may invoke any of the remedies available under this Franchise, in equity, or under Laws.

14.3 The County may, in its discretion, provide additional opportunity for Franchisee to remedy the Default and come into compliance with this Franchise so to avoid revocation or termination.

14.4 During any period in which Franchisee is in Default the County may suspend, withdraw, or decline to issue any ROW construction permits to Franchisee.

14.5 If the County, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate an Emergency or any substantial and imminent risk to public health, welfare, or safety or imminent and substantial damage to the County ROW or adjacent properties, then the County may pursue any remedies under this Franchise, in equity, or under Laws without prior notice of Default to Franchisee and without waiting for the Default cure period to expire.

14.6 If this Franchise is revoked or terminated for any reason, the County may satisfy any remaining financial obligations of Franchisee by utilizing any funds available under the performance bond required in Section 21 (Performance Bond).

Section 15. Disputes: Remedies to Enforce Compliance; No Waiver

15.1 If a dispute under this Franchise other than a Default arising under Section 14 (Default, Revocation, and Termination) arises between the County and Franchisee, it shall first be referred to the representatives that have been designated by the County and Franchisee to have oversight over the administration of this Franchise. The officers or representatives shall meet within a reasonable time not longer than thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good-faith effort to achieve resolution of the dispute. If the Parties' representatives are unable to resolve the dispute during their initial meeting, and unless further negotiations are agreed upon by the Parties, the dispute shall be referred to mediation. The Parties shall mutually select a mediator to assist them in resolving their differences. If the Parties cannot mutually select a mediator, then the County shall provide Franchisee a list of three mediators and Franchisee shall select one from the list. Any reasonable expenses incidental to mediation shall be borne equally by the Parties, provided that each Party shall bear its own legal expenses unless the mediation results in a different allocation.

If mediation fails to resolve the dispute within thirty (30) days after the matter is eligible for submission to mediation, then either Party may then pursue any remedy under this Franchise, in equity, or under Laws, provided that if the Party seeking judicial redress does not substantially prevail in the judicial action, then it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

15.2 Failure of the County or Franchisee to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy and shall not prevent the County or Franchisee from pursuing such right or remedy at any future time.

15.3 If the County reasonably determines that circumstances require immediate action to prevent or mitigate imminent and substantial damage or injury, then it may immediately pursue any remedy available at law or in equity without having to follow the dispute resolution procedures in this Section 15.

15.4 In addition to judicial enforcement and any remedies under this Franchise, in equity, and Laws, the Manager of the Real Estate Services Section and the Director of the Road Services Division are authorized to enforce this Franchise in accordance with the enforcement and penalty provisions of KCC Title 23.

CONSIDERATION AND RESERVATION RIGHTS

Section 16. Consideration and Reservation of Rights

16.1 Franchisee agrees that the County has reserved its right to receive compensation or other consideration ("Consideration"), and which Consideration will be in exchange for the Franchisee's right to use and occupy the County ROW and Franchise Area. The Parties agree that the County shall exercise this right by providing Franchisee with written notice to commence negotiations to amend this Franchise, which notice will describe the proposed Consideration. Within thirty (30) days from the receipt of notice from the County, the Parties

shall engage in good faith negotiations for a period of sixty (60) days thereafter, in an effort to reach agreement on the amount, type, and terms of the Consideration. The sixty (60) day period for negotiations may be extended by mutual written agreement of the Parties.

16.2 If the Parties agree on the amount, type, and terms of the Consideration, then they shall amend this Franchise in accordance with Section 11; provided, however that the Director and Chief Information Officer of the Department of Information Technology is authorized on behalf of the County to execute any such amendment. If the Parties are unable to agree on the amount, type, and terms of the Consideration during the sixty (60) day negotiation period (as may be extended by mutual agreement), the County may declare such failure to agree to be an event of Default to be resolved in accordance with Section 14.2.

16.3 No Consideration payment or acceptance of any payment made shall be construed as an accord by either Party that the amount paid is in fact the correct amount, nor shall any payment or acceptance of payment be construed as a release of any claim either Party may have for further reimbursement or additional sums payable or for the performance of any other obligation under the Franchise.

16.4 Separate from the Consideration that is the subject of Section 16.1, the County reserves for itself the right to impose a Utility tax on Franchisee, if such taxing authority is granted by the State of Washington.

16.5 Separate from the Consideration that is the subject of Section 16.1, Franchisee shall pay all applicable fees as specified in King County Code to cover the County's costs in drafting, processing, and administering this Franchise and all work related thereto.

16.6 If Franchisee allows Colocators to use Facilities in the Franchise Area, then Franchisee shall make an annual revenue-sharing payment to the County in the amount of ten percent (10%) of the total amount of Franchisee's Gross Revenues derived from Colocator's use of Facilities ("Revenue-Sharing Payment"). Payment shall be made to the County on a quarterly basis, which shall be due and payable no later than thirty (30) days after the end of each calendar quarter, and shall include a summary of the financial information used to calculate the payment.

16.7 If this Franchise terminates for any reason, or if Franchisee fails to satisfy such financial obligations within forty-five (45) days following receipt of written notice describing such financial obligations together with reasonable documentation evidencing such obligations, the County reserves the right to satisfy any remaining financial obligations of Franchisee by utilizing any funds available under any performance bond required in Section 21.

16.8 In exchange for the valuable property right herein granted to Franchisee to occupy and use the County ROW, the Parties may contract for Franchisee to provide the County with reasonable in-kind services and facilities, including duct, conduit, fiber optic cable, appurtenances, or other related structures necessary for the County to access and use the County facilities for public use and benefit. Additionally, when the Franchisee is constructing, relocating, or placing Wireline Telecommunications Facilities in the County ROW, the Franchisee may, upon request of the County and as agreed by the Parties, voluntarily provide additional ducts, conduits, fiber optic

cable, appurtenances, or other in-kind facilities or services, as necessary for the County to provide services for the benefit of the public.

FACILITY OWNERSHIP AND USE

Section 17. Transfer and Assignment

17.1 This Franchise may not be transferred, assigned, leased, sold, partitioned, disposed of, or otherwise subject to a change in the identity of Franchisee (each such activity, a “Transfer”) in whole or in part, in any manner, without the prior written legislative approval of the County Council. If a Transfer of the Franchise is approved by the County Council, the transferee must agree to be bound by each and every provision, condition, regulation, and requirement contained in this Franchise and Franchisee shall not be relieved of any duty or obligation under this Franchise until a complete and sufficient Transfer instrument is approved and executed by the County.

17.2 In the case of an assignment of this Franchise to secure indebtedness, whether by mortgage or other security instrument, the County's consent shall not be required unless and until the secured party elects to realize upon the collateral. Franchisee shall provide prompt, written notice to the County of any assignment to secure indebtedness.

17.3 In the event Franchisee desires to transfer ownership of Facilities, such transfer shall be arranged and accomplished consistent with a written agreement between the County and the transferee, binding the transferee to compliance with all terms and conditions applicable to the transferee's use and occupancy of the County ROW. Facilities that are out of compliance with the Road Standards may not be transferred unless and until they are brought into compliance.

17.4 Transfer of the Franchise or Facilities in violation of this Section 17 shall constitute a Default.

INDEMNIFICATION, LIABILITY, AND INSURANCE

Section 18. Hold Harmless and Indemnification

18.1 Franchisee agrees to release, indemnify, defend (at the County's option and using counsel reasonably acceptable to the County), and hold harmless all County Parties from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, awards, penalties, fines, costs, government orders, or other requirements, (collectively, “Claims”) to the extent caused by, arising out of, incidental to, or related to the acts or omissions of Franchisee Parties or Contractors in connection with Franchisee's exercise of rights and obligations under this Franchise. This covenant of release and indemnification shall include, but not be limited to: any and all Claims arising out of the placement of Facilities; any failure by Franchisee Parties or a Contractor to complete all related Construction, Maintenance, Operations, or any work or other activities in accordance with this Franchise; and fire suppression activities during fire events. In the event it is determined that RCW 4.24.115 applies to this Franchise, Franchisee agrees to

defend, hold harmless, and indemnify all County Parties to the maximum extent permitted thereunder. Provided, however, that if a Claim arises out of or relates to the concurrent negligence of the Parties, then Franchisee's duties under this Section 18.1 shall apply only to the extent of the negligence of Franchisee Parties and Contractors. This Section 18.1 shall not apply to any Claim or other matters arising out of or related to any Release of Hazardous Materials, which Releases are addressed under Section 30 of this Franchise.

18.2 In the event any County Party incurs reasonable attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 18 against Franchisee, all such fees, expenses, and costs shall be recoverable from Franchisee. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

18.3 Franchisee's obligations described in 18.1 above include the duty to defend and indemnify all County Parties from any claims, demands, or suits brought by, or on behalf of, any employee, former employee, or agent of Franchisee, or any Contractor. To the extent necessary to carry out this obligation, Franchisee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects County Parties only, under any industrial insurance act or workers' compensation law, including without limitation RCW Title 51, other workers' compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. The Parties acknowledge that this provision was mutually negotiated.

18.4 Franchisee's covenants and indemnifications provided in this Section 18 shall extend to the period of time during which Franchisee occupied the Franchise Area in a Holdover Period after expiration of the term of any preceding franchise.

18.5 The County shall give Franchisee timely written notice of any Claim covered by Franchisee's obligations under this Section 18. In the event any such Claim arises, the County or any other indemnified party shall tender the defense thereof to Franchisee and Franchisee shall have the right and duty to defend, settle, or compromise any Claim, and the County shall cooperate fully with Franchisee, provided: (A) any settlement or compromise is consistent with the terms of this Franchise; and (B) any terms or conditions of a settlement, other than the payment of money damages, that in any way obligate or affect the County shall require the County's prior approval.

18.6 The County's permitting, approval, inspection, lack of inspection, or acceptance or rejection of any Construction, Maintenance, Operations, or any work or other activities associated with this Franchise, whether pursuant to this Franchise or pursuant to any other permit or approval issued by the County in connection with Franchisee's exercise of its rights under this Franchise, shall not relieve Franchisee of any of the indemnification, defense, and hold harmless obligations contained in this Section 18.

Section 19. Franchise Administration

The County's administration of this Franchise shall not be construed to create a basis for any liability on the part of County Parties.

Section 20. Insurance Requirements

20.1 Franchisee shall procure and maintain for the duration of this Franchise (the Initial Term and any extensions of the Initial Term) and any Holdover Period thereafter, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with any Construction, Maintenance, Operations, and any work or other activities contemplated by Franchisee or Contractor. Upon request of the County, Franchisee shall furnish separate certificates of insurance and policy endorsements from each Contractor as evidence of compliance with the insurance requirements of this Franchise.

20.2 Franchisee is responsible for ensuring compliance with all the insurance requirements stated herein. Failure by Franchisee or a Contractor to comply with the insurance requirements stated herein shall constitute a Default of this Franchise.

20.3 Each insurance policy shall be written on an “occurrence” basis/form; excepting insurance for professional liability (errors and omissions) and/or pollution liability. Professional liability (errors and omissions) or pollution liability required by this Franchise is acceptable on a “claims made” basis/form. If any insurance required under this Franchise is purchased on a “claims made” basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise. All insurance written on a “claims made” basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Franchise, unless otherwise approved in writing by the County’s Risk Management Office.

20.4 Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Franchise.

20.5 **Risk Assessment by Franchisee:** By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Franchisee or a Contractor under this Franchise, or in any way limit County’s potential recovery to insurance limits required hereunder. To the contrary, this Franchise’s insurance requirements may not in any way be construed as limiting any potential liability to the County or the County’s potential recovery from Franchisee or a Contractor. Franchisee and its Contractor(s) shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

20.6 Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as and with limits not less than the following:

(A) General Liability:

\$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, products- completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering business auto coverage, symbol 1 “any auto”; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Pollution Liability:

Coverage in an amount no less than \$1,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead or PCBs are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(D) Workers Compensation:

Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(E) Employers Liability or “Stop Gap”:

Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the “Stop Gap” endorsement to the general liability policy.

20.7 Minimum Limits of Insurance - Construction Period: Prior to commencement of Construction and until Construction is complete and approved by the Parties, Franchisee shall cause its Contractor(s) to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Franchise. Franchisee, the County, and the County’s elected and appointed officials, employees, and agents shall be named as additional insured, for full coverage and policy limits, on liability policies except Workers’ Compensation and Professional Liability.

The County is not responsible for payment of the cost of such insurance. Franchisee's Contractor(s) shall maintain coverage and limits no less than the following:

(A) Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, Products-Completed Operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering business auto coverage, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Professional Liability (Errors & Omissions): In the event that services delivered pursuant to this Franchise either directly or indirectly involve or require professional services, Professional Liability (Errors & Omissions) coverage shall be provided with minimum limits of \$1,000,000, per claim and in the aggregate.

(D) Contractor's Pollution Liability Coverage: Coverage in an amount no less than \$1,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead, or PCBs are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(E) Workers' Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(F) Employers Liability or "Stop Gap": Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

20.8 Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policy(s) shall not in any way limit County's right to coverage under the required insurance, or to Franchisee's or any Contractor's liability to the County, and shall in all instances be the sole responsibility of Franchisee and its Contractor(s), even if no claim has actually been made or asserted against Franchisee or Contractor(s).

20.9 Other Insurance Provisions: The insurance policies required in this Franchise shall contain, or be endorsed to contain, the following provisions:

- (A) All Liability Policies except Professional Liability (Errors and Omissions) and Workers Compensation.
 - 1. The County and its elected and appointed officials, agents, and employees shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of ongoing and completed work, or other activities performed by or on behalf of Franchisee or its agents, representatives, employees, or Contractor(s) in connection with this Franchise. Additional insured status shall include Products-Completed Operations.
- (B) With respect to all liability policies (except Workers Compensation):
 - 1. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with the Franchisee's or any Contractor's insurance or benefit the Franchisee or Contractor, or their respective insurers in any way.
 - 2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (C) **All Policies:** Coverage shall not be suspended, voided, canceled, or materially changed until after thirty (30) days' prior written notice has been given to the County. In the event of said cancellation or intent not to renew, Franchisee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section 20 by the cancellation date. Failure to provide proof of insurance could result in revocation or termination of the Franchise.

20.10 Acceptability of Insurers: Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII, or, if not rated with A.M. Best, with minimum surpluses the equivalent of A.M. Best surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with an A.M. Best rating of B:VII. Any exception must be approved by the County's Office of Risk Management Services. If, at any time, the foregoing policies shall fail to meet the above requirements, Franchisee shall promptly obtain a new policy, and shall submit the same, with appropriate certificates and endorsements, to the County.

20.11 Verification of Coverage: Prior to the execution of this Franchise, Franchisee shall furnish the County with certificates of insurance and endorsements certifying the issuance of all insurance required by this Franchise. All evidence of insurance shall be signed by a properly authorized

officer, agent, general agent or qualified representative of the insurer(s), shall set forth the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, and shall specify the form number of any endorsements issued to satisfy this Franchise's insurance requirements.

Upon request of the County, and within five (5) business days, Franchisee must provide copies of any renewal certificates of insurance and endorsements. In the event of a claim, Franchisee must provide complete copies of all required insurance policies, which may be redacted of confidential or proprietary information.

The County's receipt or acceptance of Franchisee's or its Contractor's evidence of insurance at any time without comment or objection, or the County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section 20 or, consequently, constitute County's acceptance of the adequacy of Franchisee's or any Contractor's insurance or preclude or prevent any action by County against Franchisee for breach of the requirements of this Section 20.

20.12 Contractors: Franchisee shall include all Contractors as insured under its policies or, alternatively, Franchisee must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and the services being provided herein. All liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must name the County and its elected and appointed officials, employees, and agents as additional insured, for full coverage and policy limits. Franchisee is obligated to require and verify that all Contractors maintain insurance and ensure that the County is covered as additional insured. Upon request by the County, and within five (5) business days, Franchisee must provide evidence of Contractor(s) Insurance coverage (including endorsements).

20.13 Insurance Review: In consideration of the duration of this Franchise, the Parties agree that the Insurance Section herein, at the discretion of the County Risk Manager, may be reviewed and reasonably adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the term of this Franchise and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of Franchisee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

20.14 Franchisee shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of Franchisee or its Contractor(s) before commencement of any Construction, Maintenance, Operations, or any work or any other activities associated with this Franchise.

20.15 In satisfaction of the insurance requirements set forth in this Section 20, Franchisee may maintain a fully-funded self-insurance program for its liability exposures in this Franchise, which is consistent with good utility practice. Franchisee agrees to provide the County with at least thirty (30) days' prior written notice of any material change in Franchisee's self-funded insurance program and will provide a letter of self-insurance as adequate proof of coverage. If Franchisee decides to no longer maintain a self-insurance program for its liabilities, Franchisee must promptly notify the County and provide certificates of insurance and corresponding endorsements evidencing the insurance requirements in this Franchise have been satisfied.

Section 21. Performance Bond

If the County deems as necessary, the Franchisee shall, on or before the Effective Date of this Franchise, or during the term of this Franchise [if a performance bond was not previously required], furnish a bond executed by Franchisee with a corporate surety authorized to do surety business in the State of Washington, with an AM Best's rating of an A: XII in the amount determined suitable by the County to ensure the faithful performance of Franchisee's obligations under this Franchise. The bond shall stipulate that Franchisee shall comply with all of Franchisee's obligations under this Franchise. Franchisee shall pay all premiums or costs associated with maintaining the performance bond and shall keep the same in full force and effect at all times during the term of this Franchise and any extension thereof. If Franchisee fails to provide or maintain the bond, then the County may require Franchisee to substitute an equivalent cash deposit in lieu of the bond. With written notice the County, in its sole discretion, may allow Franchisee to cancel this performance bond. Nothing in this agreement shall compel the County to cancel this bond.

WORKING IN THE RIGHT OF WAY

Section 22. Right-of-Way Construction Permit Required

22.1 Franchisee Parties shall not commence any Construction or Maintenance work within the Franchise Area until an applicable construction permit authorizing such work has been issued pursuant to KCC 14.44, except as provided in Section 23 of this Franchise. Applications for construction permits shall be presented to the King County Real Estate Services Section ("RES") along with such detailed design and Construction plans and documents, studies, and reports as are required by RES. Franchisee shall provide a bond if required by the County (in a form approved by the County) prior to permit issuance. Any bond(s) required under this Section 22 shall be separate from any performance bond required under Section 21.

22.2 Any and all work performed by Franchisee Parties or on behalf of Franchisee pursuant to this Franchise shall be performed in accordance with all County standards applicable at the time of such work, including but not limited to the King County Comprehensive Plan, the King County Regulations for Accommodation of Public Utilities on County ROW, the Road Standards, the County approved plans and specifications for the work, and the terms and conditions of any ROW construction permit and other permits or approvals required under the King County Code. All Facilities and all Construction or Maintenance shall be the responsibility of Franchisee and the County hereby disclaims any duty or obligation regarding the same. All permits for Construction

or Maintenance shall be applied for and issued in the name of Franchisee, and Franchisee shall be responsible for all work done under the permit, regardless of who performs the work.

22.3 Franchisee Parties and Contractors shall comply with any and all conditions contained in applicable permits or approvals.

Section 23. Emergency Work

23.1. If Facilities become damaged or nonoperational such that an Emergency is presented, or if Franchisee or any Contractor carries out Construction or Maintenance in a manner that creates an Emergency, then Franchisee shall immediately take such measures as are reasonably necessary to repair the Facilities at issue or to remedy the Emergency. In the event of an Emergency as described above, Franchisee may take corrective action immediately, without first applying for or obtaining an ROW construction permit. However, the need to take immediate corrective action shall not relieve Franchisee from its obligation to notify the County and to obtain an ROW construction permit or any other permits necessary for the corrective actions. In the event of any Emergency, whether described in this Section 23 or otherwise, Franchisee shall, upon discovery of the Emergency, immediately notify the County of the Emergency via email to both the Road Services Division (KCUIU@kingcounty.gov) and the Real Estate Services Section (Res.permits@kingcounty.gov), with a copy to the KCIT Cable Office (CableOffice@kingcounty.gov). ROW construction permit applications must be submitted as soon as reasonably feasible, yet no later than one (1) full working day after Franchisee discovers the Emergency. In the event of a dispute, Franchisee shall bear the burden to prove (i) that the County received such notice and (ii) when the County received such notice.

23.2 If the County discovers or is alerted by a third party of an Emergency involving the Facilities, the County will first make a good faith effort, considering the urgency of the circumstances, to contact Franchisee to allow Franchisee to remedy the Emergency. If the County is unable to contact Franchisee or Franchisee is unable to remedy the Emergency in a timely manner, the County may take corrective action, and Franchisee shall reimburse the County for any and all documented direct costs and expenses incurred by the County. Such costs and expenses shall include, but not be limited to Franchisee's proportionate share of the costs of County personnel assigned to review emergency corrective action plans or to oversee or engage in any corrective action as a result of the Emergency.

Section 24. Compliance with Laws; Performance Standards

24.1 Franchisee Parties shall at all times comply with all Laws including Environmental Laws, any applicable Washington Utilities and Transportation Committee ("WUTC") settlement agreements, and Utility standards including, but not limited to, the County's Comprehensive Plan, zoning code, and any development regulations that are applicable to any and all work or other activities performed by Franchisee Parties pursuant to or under authority of this Franchise.

24.2 Construction or Maintenance shall not unreasonably impede: (A) public use of the County ROW or associated road(s) for vehicular and pedestrian transportation; (B) construction or maintenance activities by other authorized users of the Franchise Area or County ROW, or access to or use of their facilities; (C) the operation, maintenance, or improvement by the County of any County ROW, or other public property impacted by the Construction or Maintenance; or (D) the

use of the Franchise Area or County ROW for other governmental purposes. Construction or Maintenance shall comply with all permit conditions or other requirements.

24.3 During any periods of Construction or Maintenance, Franchisee Parties shall at all times post and maintain proper barricades and comply with all applicable safety regulations as required by Laws, including, but not limited to RCW 39.04.180 for the construction of trench safety systems.

24.4 Before a Franchisee Party commences any work under this Franchise which may disturb any existing monuments or markers relating to subdivisions, plats, roads, or surveys, the Franchisee Party shall have a Washington State Professional Land Surveyor locate and reference all such monuments and markers consistent with RCW 58.09.130 and a permit shall be obtained (if required) from the Washington State Department of Natural Resources prior to the commencement of work pursuant to WAC 332-120. The replacement of all such monuments or markers disturbed by a Franchisee Party shall be the responsibility of Franchisee, at no cost to the County.

24.5 If a Franchisee Party plans to make excavations in the Franchise Area, Franchisee shall, upon receipt of a written request to do so, provide an opportunity for the County and/or other authorized users of the applicable County ROW to participate in such excavation, and shall coordinate such participation with the County or any such other authorized users; provided that, Franchisee need not permit the County or any other party to participate in an excavation if any of the following are true, in the reasonable judgment of the County Road Engineer, in consultation with Franchisee:

- (A) such joint excavation would unreasonably delay the performance of Franchisee's work; or
- (B) despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions for accomplishing such joint excavation; or
- (C) valid safety reasons exist for denying a request for such joint excavation or installation of proposed facilities of another party would be in conflict with the best practices employed by Franchisee; or
- (D) the excavation is for the purpose of an Emergency consistent with Section 23 of this Franchise.

24.6 Franchisee shall maintain all Facilities in a good state of repair. Franchisee shall, at no expense to the County, promptly repair Facilities, including all appurtenant facilities and service lines connecting Franchisee's system to users, if the repair is required by the County for any reasonable purpose.

24.7 Franchisee shall maintain a reasonably clear area, not less than five (5) feet, around all Facilities permitted and installed above ground so they will be clearly visible for purposes of

County operations and maintenance. If Franchisee intends to use chemical sprays to control or kill weeds and brush, then Franchisee must first obtain an ROW construction permit. The County may limit or restrict the types, amounts, and timing of application if a significant negative impact on the aesthetics or environment of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility ROW maintenance and the King County Code related to sensitive areas.

Section 25. Restoration of the County ROW

Promptly after completing any work within the County ROW, including, but not limited to, any Construction, Franchisee shall, at no cost to the County, restore the surface of the County ROW and any adjacent areas directly affected by a Franchisee Party's work to as good or better condition as such areas were in immediately prior to the commencement of such work, consistent with the County's regulations for accommodation of utilities on county road rights-of-way, adopted in KCC 14.44.060, and any restoration conditions contained in applicable permits or approvals. The County Road Engineer shall have final authority to determine the adequacy of the restoration performed in accordance with the requirements set forth herein.

Section 26. Maps and Records

26.1 Franchisee shall maintain accurate records to document activities performed pursuant to this Franchise for six (6) years following the expiration, revocation, or termination of this Franchise, or any Holdover Period, whichever is later. Required records include the following:

- (A) records of Construction, Maintenance, Operation, inspections, and regulatory compliance for all Facilities subject to this Franchise; and,
- (B) as-built plans or, when as-built plans are not available, 100% design drawings as modified following construction, maps, GPS charts, and any other records depicting the final locations and conditions of Facilities ("As-Built Plans").

26.2 The County shall have the right to review such records or to request copies of such records, which Franchisee shall provide at no cost to the County. If a discrepancy is discovered in its As-Built Plans, Franchisee shall update its records to correct the discrepancy. With respect to any excavations within the Franchise Area undertaken by or on behalf of Franchisee or the County, nothing herein is intended (nor shall be construed) to relieve either Party of its obligations under RCW 19.122 with respect to determining the location of utility facilities.

26.3 If Franchisee considers any portion of its records provided to the County to be protected from disclosure under law, Franchisee shall clearly identify any specific information that it claims to be confidential or proprietary and the basis for such claim. If the County receives a request under the Public Records Act, RCW 42.56 ("PRA"), to inspect or copy the information so identified by Franchisee and the County determines that release of the information is required by the PRA or is otherwise appropriate, the County's sole obligations shall be to notify Franchisee in writing (A) of the request and (B) of the date that such information will be released to the requestor unless Franchisee obtains a court order to enjoin disclosure under RCW 42.56.540. The County

shall provide Franchisee with such notice at least ten (10) days prior to the date that such information will be released. If Franchisee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section 26.3 assumes, no obligation on behalf of Franchisee to claim or make any exemption from disclosure under the PRA. The County shall not be liable to Franchisee for releasing records not clearly identified by Franchisee as confidential or proprietary. The County shall not be liable to Franchisee for any records that the County releases in compliance with this Section 26.3 or in compliance with an order of a court of competent jurisdiction.

Section 27. Relocation of Facilities

27.1 Franchisee shall be responsible, at no expense to the County, to repair, remove, relocate, or adjust all Facilities if such, repair, removal, relocation, or adjustment is required by the County for any purpose.

27.2 If an Emergency requires the relocation of Facilities, the County shall give Franchisee notice of the Emergency as soon as reasonably practicable. Upon receipt of such notice from the County, Franchisee shall respond as soon as reasonably practicable to relocate the affected Facilities.

27.3 Upon request by the County and in order to facilitate the design and construction of any County improvements in the Franchise Area or County ROW, Franchisee shall locate and, if the County deems it reasonably necessary, excavate and expose, at Franchisee's sole cost and expense, Facilities for inspection by the County; provided that Franchisee shall not be required to excavate and expose Facilities for inspection unless the County Road Engineer reasonably determines that Franchisee's record plans and record drawings are inadequate for the County's planning purposes. The decision to require relocation of any Facilities in order to accommodate County improvements shall be made by the County Road Engineer in their sole and absolute discretion upon review of the location and construction of Facilities.

27.4 In the event a condition or requirement imposed by the County upon any person or entity other than County Parties (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use, construction, or development) reasonably necessitates adjustment, modification, relocation, or removal of any Facilities, then Franchisee shall adjust, modify, relocate, or remove such Facilities to accommodate such condition or requirement imposed by the County, at no cost to the County; provided that nothing in this Franchise is intended or shall be construed to prohibit Franchisee from assessing on such other person or entity the costs of adjustment, modification, relocation or removal as a condition of such action pursuant to this Section 27.

27.5 If the County determines that a County capital improvement project necessitates adjustment, modification, relocation, or removal of Facilities, then:

(A) The County shall provide Franchisee reasonable written notice consistent with Section 27.5(B) of this Franchise prior to the commencement of the construction phase of the County project at issue; PROVIDED, that under the following circumstances the County need only provide the Franchisee with written notice as soon as may be reasonably

practicable: (a) in the event of an Emergency; (b) in the event of an Emergency beyond the control of the County and which will result in adverse financial consequences to the County; or (c) where the need to relocate the Facilities could not reasonably have been anticipated by the County.

(B) The County shall provide Franchisee with copies of pertinent portions of the plans and specifications for the County project as well as any proposed new location for the Facilities at least ninety (90) days prior to the commencement of the construction phase of the County project to enable Franchisee to promptly relocate such Facilities.

(C) After receipt of such notice and such plans and specifications, unless the Parties agree otherwise, Franchisee shall complete relocation of Facilities within the County ROW at least ten (10) days prior to commencement of the construction phase of the County project at no charge, cost, or expense to the County. In the event of an Emergency, Franchisee shall relocate the Facilities at issue within a time period reasonably specified by the County Road Engineer.

(D) If Franchisee determines that relocation cannot reasonably be completed within the time period provided by the County, Franchisee shall propose a revised schedule to the County for completion of such relocation work. If the County and Franchisee agree upon a schedule to relocate Facilities, Franchisee shall complete the relocation of Facilities in accordance with the agreed upon schedule. If the County and Franchisee are unable to agree upon a relocation schedule, Franchisee shall relocate Facilities according to a schedule reasonably established by the County.

(E) Unless the Parties agree otherwise, if Franchisee fails to complete adjustment, modification, relocation, or removal of Facilities within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to Franchisee. Franchisee shall remit payment to the County within thirty (30) days of receipt of an itemized list of associated costs.

(F) Franchisee shall also be responsible for ensuring that all Colocator facilities are relocated contemporaneously with Facilities. If relocation of Facilities, including Colocator facilities is not completed in a timely fashion pursuant to this Section 27.5, Franchisee shall bear any and all relocation and delay costs incurred by the County, except for the duration of a Force Majeure event. Force Majeure shall mean landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, civil disturbances, acts of terrorism, or other similar events which are not reasonably within the control of the Parties.

27.6 When the County or its contractor provides notice to Franchisee, in accordance with RCW Chapter 19.122, of its intent to excavate in the Franchise Area or County ROW, Franchisee shall, at no expense to the County, provide the County or its contractor the best information available from Franchisee's records or, where reasonable, from the use of locating equipment as to the location of Facilities, as well as to the location of facilities connected to its system that are in the Franchise Area and that Franchisee does not own, including appurtenant facilities and service lines connecting its system to users. Franchisee shall mark the surface where surface marking would

reasonably be of use in the excavation. If Franchisee fails to make good faith efforts to provide the information required in this Section 27.6 within the deadlines provided by RCW Chapter 19.122, Franchisee shall defend, indemnify, and hold the County harmless for all claims and reasonable costs that result from damage to Facilities or other connected facilities if the damage occurs as a result of Franchisee's failure to provide the information. Nothing in this Section 27.6 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 Franchisee toward any third party, nor is anything in this Section 27.6 intended or to be construed to alter the rights and responsibilities of the Parties under RCW Chapter 19.122, as amended.

27.7 Nothing in this Franchise shall prevent Franchisee from imposing reasonable terms when responding to a request for relocation of any Facilities by any person or entity other than the County, where the facilities to be constructed by said person or entity are not or will not become County-owned, operated or maintained facilities and the relocation is not subject to the provisions of Section 27.4.

Section 28. Use of Facilities by Colocators; Third-Party Facilities

28.1 Franchisee may contract for use of Facilities in the Franchise Area by a Colocator with prior written consent of the County, which consent will not be unreasonably withheld. Use of Facilities by a Colocator shall be conditioned on the following: 1) the Facilities must be in compliance with the Road Standards; and 2) the Colocator must have a valid franchise, ROW Use Agreement, or other County authorization for use of the County ROW. Franchisee shall require any Colocator requesting use of Facilities to provide documentation of County authorization to occupy the County ROW. In the event a Colocator does not provide such documentation, Franchisee shall notify the County of the Colocator's request and shall suspend processing such request until documentation of County authorization is provided. In addition, Franchisee shall be responsible for requiring all Colocators to comply with all applicable provisions of this Franchise. Franchisee shall not allow a third party other than a Colocator to use Facilities.

28.2 Transfer of ownership of any Facilities to a Colocator shall be subject to the County's prior written consent, such consent not to be unreasonably withheld, and a written agreement between the County and the Colocator, binding the Colocator to compliance with all applicable terms and conditions of this Franchise.

28.3 In the event Franchisee allows Colocators to utilize Facilities in the future, then Franchisee shall provide the County with a list of all Colocators using Facilities in the County ROW. Such list shall be submitted to the County annually, by January 31st throughout the term of this Franchise and any extension thereof.

28.4 Transfer of this Franchise or use of Facilities in violation of this Section 28 shall constitute a Default of the Franchise.

28.5 If Franchisee performs work or repairs on Colocator-owned or other third-party-owned facilities located in the County ROW and connected to Franchisee's own Facilities, then Franchisee shall comply with the terms and conditions of this Franchise.

Section 29. Roadside Management Program

29.1 Within **ninety (90) days** following the Effective Date, Franchisee shall submit a Roadside Management Assessment (“RMA”) to the County which includes an assessment of whether its Facilities are all located underground, or, if some or all of its facilities are located above-ground, and whether the Facilities comply with the Road Standards, including but not limited to Section 5.10, Roadside Obstacles. If, after preparing the RMA, Franchisee concludes that all Facilities are located underground (or, if it has Facilities located above-ground, Franchisee concludes that those Facilities comply with the Road Standards), then Franchisee shall certify this finding in an RMA to the County Road Engineer.

29.2 If after completing an RMA Franchisee concludes that it has above-ground Facilities that are not in compliance with the Road Standards, then Franchisee shall carry out a program acceptable to the County for Franchisee, at its sole cost and expense, to remove or relocate its non-compliant Facilities to bring them into compliance with the Road Standards. Franchisee shall submit a Roadside Management Program to the County within **one hundred twenty (120) days** following the Effective Date. Once Franchisee’s RMP is approved by the County, then Franchisee shall schedule and carry out the RMP in cooperation with the County. Franchisee shall submit an annual Roadside Management Program Work Plan identifying specific remediation project to be accomplished during that year and an annual Roadside Management Program Work Report, showing the progress of remediation projects accomplished during the preceding year. The RMP Work Plan and the RMP Work Report shall both be due to the County by **January 31st of every year** of this Franchise, until such time that all Facilities identified in the plan have been remediated and brought into compliance with the Road Standards.

29.3 If Franchisee installs or acquires above-ground Facilities at any time after Franchisee has previously certified that all its Facilities were located underground, then Franchisee must immediately update its RMA described in Section 29.1 as to whether the above-ground Facilities comply with the Road Standards and submit the updated RMA to the County Road Engineer. If Franchisee concludes that the above-ground Facilities comply with the Road Standards, then Franchisee shall so certify to the County as required under Section 29.1. If Franchisee determines that the above-ground Facilities do not comply with the Road Standards, then Franchisee shall carry out a remediation program consistent with Section 29.2.

Section 30. Hazardous Materials

30.1 Franchisee may use Authorized Hazardous Materials in the Franchise Area; provided that Franchisee’s use of Authorized Hazardous Materials in the Franchise Area shall at all times be undertaken in strict compliance with all Environmental Laws. Franchisee and Contractors shall not cause or contribute to a Release, in any manner, through act or omission.

30.2 If a Release occurs or if Franchisee or a Contractor discovers any Hazardous Material(s), then Franchisee shall immediately or as soon thereafter as reasonably possible (but in no event later than the next business day) provide written notice of the Release or Hazardous Material(s) to the County by email to the Real Estate Services Section (RES.permits@kingcounty.gov), and the

Road Services Division (KCUIU@kingcounty.gov), with a copy to the KCIT Cable Office (CableOffice@kingcounty.gov), and provide notice to any affected property owner, and if required by Environmental Laws, to the Washington State Department of Ecology and other government entities.

30.3 The County shall not be liable to Franchisee or a Contractor for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with a Release under Franchisee's exercise of this Franchise and Franchisee hereby releases the County from any such claims. Franchisee shall be responsible, at no cost to the County, for promptly remediating any and all Releases within the Franchise Area, during any time period in which Franchisee had Facilities within the Franchise Area. Franchisee is also responsible for remediating any Releases that migrated from the Franchise Area to property outside the Franchise Area. At a minimum, Releases shall be remediated to the applicable cleanup standards under Environmental Laws that will allow for unrestricted use of the Franchise Area, or adjacent property with no environmental covenant or other deed restriction required to be recorded. The County shall review and approve of any remediation plan prior to implementation; however, Franchisee shall be entitled to respond immediately to an Emergency without prior approval from County, including but not limited to taking actions necessary to prevent the Release from migrating, leaching, or otherwise spreading, and taking actions necessary to respond to any immediate obligations imposed on Franchisee by Environmental Laws. Franchisee shall cooperate in any environmental investigations conducted by or at the direction of the County or any state, federal, or local agency with jurisdiction where there is evidence of contamination in the Franchise Area, or where otherwise incidental to Franchisee's exercise of this Franchise, or where the County is directed to conduct such investigation by an agency or agencies having jurisdiction. Franchisee shall, at its sole cost and expense, timely prepare and submit any reports or communications relating to any remediation actions as required by Environmental Laws. Franchisee shall provide the County with copies of all reports, sampling data, and communications to and from government entities concerning Franchisee's remediation actions taken under this Section 30.3.

Notwithstanding Franchisee's obligation to completely remediate the Franchise Area and any property outside the Franchise Area to which a Release migrated, in the event of any Release, the County may, in the interest of protecting the health, safety, welfare, and property of the public, immediately take whatever actions it deems necessary or advisable, in its sole discretion, to investigate, contain, or otherwise remediate the Release at issue. The County shall be entitled to reimbursement from Franchisee of any and all costs and expenses incurred by the County under this Section 30.3. Franchisee's reimbursement shall be due upon receipt of the County's invoice for such costs and expenses.

30.4 Franchisee shall address all Hazardous Materials encountered in conducting actions authorized under this Franchise in full compliance with Environmental Laws, including but not limited to the excavation, stockpiling, transportation, and disposal of those materials, at no cost to the County. The County shall not be liable for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with the presence of Hazardous Materials and Franchisee hereby releases the County from any such claims. Franchisee shall conduct actions in the Franchisee Area in a manner that does not cause migration or other exacerbation of the Hazardous

Materials. Before carrying out activities that might disturb Hazardous Materials, Franchisee shall contact the County regarding the proposed activity. The County reserves the right to propose alternatives to Franchisee that would not require Franchisee to disturb the Hazardous Materials. Franchisee is not required to remove or otherwise remediate any Hazardous Materials except to the extent necessary to conduct actions authorized under this Franchise or to the extent necessary to remediate any migration or other exacerbation of Hazardous Materials caused by Franchisee. Franchisee shall at no cost to the County, timely prepare and submit any reports or communications required by Environmental Laws concerning any actions under this Section 30.4, and Franchisee shall provide the County with copies of such reports or communications. Franchisee shall also provide the County documentation or other information concerning Franchisee's actions concerning Hazardous Materials that is not submitted to government entities. Nothing in this Franchise shall be construed as limiting Franchisee's ability to pursue the recovery of remedial action costs incurred for excavation, stockpiling, transportation, and disposal of Hazardous Materials from parties other than County Parties.

30.5 Franchisee hereby releases each County Party from, and shall indemnify, defend (at the County's option and using counsel acceptable to the County), and hold each County Party harmless from and against, any and all claims, liabilities, lawsuits, actions, judgments, awards, penalties, administrative proceedings, government orders, fines, expenses, costs (including but not limited to removal, remedial action, or other costs recoverable under CERCLA or MTCA), any and all other requirements, charges, interest, fees, or oversight costs, and all other damages (including, but not limited to, reasonable attorneys' fees and costs) (collectively, "Environmental Claims") incurred or suffered by the County or any County Party and arising out of or related to: (A) any Release within the Franchise Area, including Releases that may migrate from the Franchise Area to property outside the Franchise Area; (B) the acts or omissions of Franchisee or Contractors under this Franchise; and (C) costs of compliance incurred in connection with any Environmental Claim, investigation or other action under Environmental Laws pursuant to Franchisee's exercise of this Franchise.

30.6 If any County Party incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 30 against Franchisee or a Contractor, then all such fees, expenses, and costs shall be recoverable from Franchisee to the extent County Parties prevail in such action. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

30.7 The Parties specifically and expressly agree that, solely to the extent required to enforce the release, indemnification, defense, and hold harmless obligations contained in this Section 30, Franchisee waives its immunity under RCW Title 51 as to County Parties; provided, however, the foregoing waiver shall not in any way preclude Franchisee from raising such immunity as a defense against any claim brought against Franchisee by any of its employees. This waiver has been mutually negotiated by the Parties.

30.8 All Claims involving Hazardous Material shall be subject to this Section 30 and not the indemnity and liability provisions of Section 18 (Hold Harmless and Indemnification). This Section 30 provides the Parties' exclusive contractual remedies as to Hazardous Materials but does

not limit and shall not be deemed to affect the County's statutory rights of recovery or its common law causes of action.

Section 31. Dangerous Conditions; Authority for County to Abate

31.1 Whenever Franchisee's Construction, Operation, Maintenance, or abandonment of Facilities has caused or contributed to a condition that, in the reasonable opinion of the County Road Engineer, substantially impairs the lateral support of the adjoining road or public or private property, or endangers the public, an adjoining public place, road facilities, County property or private property, the County Road Engineer may direct Franchisee to remedy the condition or danger to the satisfaction of the County Road Engineer, within a specified period of time and at no expense to the County.

31.2 In the event that Franchisee fails or refuses to promptly take the actions directed by the County Road Engineer or fails to fully comply with such directions, the County may take actions that are reasonably necessary to protect the public, the adjacent roads, road facilities, or to maintain the lateral support thereof, or actions necessary to ensure the public safety, and Franchisee shall be liable to the County for the costs thereof.

31.3 This Section 31 does not affect the Parties' rights and obligations regarding Emergencies under Section 23.

Section 32. Decommissioning of Facilities

32.1 If Franchisee wishes to cease Operation and decommission in place any portion of Facilities, Franchisee shall provide a written decommissioning request ("Request") to the County a minimum of **ninety (90) days** prior to the date Franchisee intends to decommission Facilities. Unless such Request is part of an application for a Franchise Area, construction permit, the Franchisee shall deliver the Request in accordance with Section 9, to the attention of the County Road Engineer and the County contact listed in Section 9.1. Franchisee's Request shall specify which Facilities it wishes to decommission in place along with an acknowledgment that Franchisee will maintain ownership and responsibility of decommissioned Facilities in perpetuity.

32.2 The County will review the Request and assess whether decommissioning in place will pose a hazard to the public use of the Franchise Area. If the County determines that the Request will pose a hazard to the public use of Franchise Area, the County may deny the Request or alternatively may approve the Request with terms and conditions that Franchisee must meet to ensure that the decommissioned Facilities will not pose a hazard to the public use of Franchise Area.

32.3 If the County approves Franchisee's Request, Franchisee shall continue to own and be responsible for all decommissioned Facilities.

32.4 If the County denies Franchisee's Request in whole or in part, or if Franchisee refuses to accept terms and conditions imposed to ensure that the decommissioned Facilities will not pose a hazard to the public use of Franchise Area, then Franchisee may not decommission in place the subject Facilities.

32.5 If Franchisee decommissions Facilities after the County has denied its Request, or if Franchisee fails to satisfy any terms and conditions imposed to ensure that the decommissioned Facilities will not pose a hazard to the public use of the Franchise Area, then Franchisee shall be deemed to have decommissioned Facilities without authorization. In the event of any unauthorized decommissioning of any portion of Facilities by Franchisee, the County may, at its election, and in addition to any other remedies or enforcement options available to the County under this Franchise, at law or in equity, remove all or any portion of the decommissioned Facilities on behalf of Franchisee and restore the Franchise Area following such removal. If the County chooses to remove Facilities and restore the Franchise Area on Franchisee's behalf, then the County may dispose of the removed Facilities in any manner it deems fit, and Franchisee shall reimburse the County for all costs and expenses incurred by the County in performing such removal and restoration activities.

32.6 Within **ninety (90) days** of the end of the term of this Franchise, including any extension, renewal, or termination thereof, Franchisee shall provide a Request to the County pursuant to Section 32.1 if Franchisee wishes to decommission in place any of its Facilities. The Request and the Parties' associated obligations and rights shall be subject to the provisions of Sections 32.1 through 32.5. If Franchisee fails to provide such Request within **ninety (90) days**, Franchisee shall be deemed to have decommissioned in place its Facilities without authorization, and the County shall have the remedies available to it under Section 32.5 in addition to any other remedies or enforcement options available under the Franchise, at law or in equity.

32.7 For purposes of this Franchise, decommissioning includes failure by Franchisee to use any portion of Facilities for twelve (12) consecutive months. Use by Colocators or other third parties shall not constitute "use" for purposes of determining whether decommissioning has occurred under this Section 32.

32.8 If Franchisee does not intend to continue use of any Facilities which are occupied by a Colocator, and Franchisee desires to transfer ownership of Facilities to said Colocator rather than decommissioning them in place, Franchisee shall notify the County of its intentions as prescribed in Section 17, and any transfer shall be subject to the terms of Section 17. No Facilities located in the clear zone shall be decommissioned in place or transferred to another party.

EXECUTION

Section 33. Acceptance

Franchisee shall have **ninety (90) days** to accept this Franchise, beginning from the date that the County Council adopts an ordinance authorizing this Franchise. If Franchisee wishes to accept this Franchise, then Franchisee shall execute it and the fully executed Franchise shall be filed with the Clerk of the County Council ("Clerk"). Filing the executed Franchise with the Clerk shall be deemed Franchisee's unconditional written acceptance of this Franchise. Full and timely acceptance of this Franchise is a condition precedent to it taking effect. If this Franchise is not executed and filed with the Clerk within the time specified in this Section 33, then this Franchise

will be voidable in the County's sole and absolute discretion and if the County voids it then this Franchise will have no force or effect.

Section 34. Exhibits

The following attached Exhibits are made a part of this Franchise. The terms of any amendments to this Franchise and the Exhibits shall control over any inconsistent provision in the Sections of this Franchise.

- EXHIBIT A: Franchise Area Legal Description
- EXHIBIT B: Franchise Area Maps
- EXHIBIT C: Additional Language
- EXHIBIT D: Non-Standard Additions to Franchise Document

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise as of the date and year set forth below.

**SNOQUALMIE VALLEY SCHOOL
DISTRICT**

KING COUNTY,
a home rule charter county and political subdivision
of the State of Washington

Signature Date

Printed Name and Title

Signature Date

_____, Director and Chief
Information Officer, Department of Information
Technology

Approved as to form:

Senior Deputy Prosecuting Attorney Date

(NOTARY PAGE FOLLOWS)

Snoqualmie Valley School District

STATE OF WASHINGTON)
): ss.
COUNTY OF King County)

On this _____ day of _____, 20____, before me personally
appeared _____, and under oath stated that as
_____ of _____, s/he was authorized to
execute the foregoing instrument, which s/he signed as a free and voluntary act on behalf of and
with the knowledge and authority of _____.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

KING COUNTY

STATE OF WASHINGTON)
): ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally
appeared _____, known to me as the Director and Chief Information Officer,
Department of Information Technology, for King County, and under oath stated that s/he was
authorized to execute the foregoing instrument, which s/he signed as a free and voluntary act on
behalf of and with the knowledge and authority of King County.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

EXHIBIT A

FRANCHISE AREA DESCRIPTION

SNOQUALMIE FRANCHISE DESCRIPTION

THOSE PORTIONS OF THE FOLLOWING SECTIONS AND QUARTER SECTIONS:
THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 30,
TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN;
SECTION 31, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN;
THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST,
WILLAMETTE MERIDIAN;
THE NORTHWEST QUARTER, THE NORTHEAST QUARTER, AND THE SOUTHEAST
QUARTER OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE
MERIDIAN;
SECTION 5, TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN; SAID
PORTIONS ARE DESCRIBED AS FOLLOWS:
THAT PORTION THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF
SECTION 30, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN,
DESCRIBED AS FOLLOWS:
BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 30 AND 31,
TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, AND SECTIONS
25 AND 36 TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
THENCE NORTH 01°19'03" EAST, ALONG THE WEST LINE OF THE SOUTHWEST
QUARTER OF SAID SECTION 30, A DISTANCE OF 1,293.24 FEET TO THE SIXTEENTH
CORNER COMMON TO THE SOUTHWEST QUARTER OF SAID SECTION
30 AND THE SOUTHEAST QUARTER OF SAID SECTION 25;
THENCE NORTH 89°48'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST
QUARTER OF SAID SOUTHWEST QUARTER, 1,286.51 FEET TO THE SOUTHWEST
SIXTEENTH CORNER OF SAID SECTION 30;
THENCE NORTH 89°48'56" EAST ALONG THE NORTH LINE OF THE SOUTHEAST
QUARTER OF SAID SOUTHWEST QUARTER, 714.76 FEET TO THE NORTHEASTERLY
MARGIN OF CEDAR STREET;
THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY MARGIN THE
FOLLOWING BEARINGS AND DISTANCES:
SOUTH 41°59'01" EAST 162.50 FEET;
SOUTH 59°27'15" EAST 110.79 FEET;
SOUTH 72°24'46" EAST 304.93 FEET;
SOUTH 47°44'26" EAST 95.51 FEET TO THE NORTH/SOUTH CENTERLINE OF SAID
SECTION 30;
THENCE SOUTH 42°52'07" EAST 45.22 FEET TO THE INTERSECTION OF THE EAST
MARGIN OF NORTHWEST 10TH AVENUE AND NORTHEASTERLY MARGIN

OF NORTHWEST 4TH STREET, AS PER THE PLAT OF MAPLE PARK TRACTS,
RECORDED IN VOLUME 58 OF PLATS, PAGE 59, RECORDS OF KING COUNTY;
THENCE SOUTH 64°40'05" EAST, ALONG SAID NORTHEASTERLY MARGIN,

400.11 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT
 59 AND LOT 61, OF THE PLAT OF SCHOOL PARK TRACTS, RECORDED IN VOLUME
 24 OF PLATS, PAGE 47, RECORDS OF KING COUNTY;
 THENCE SOUTH 00°41'27" WEST, ALONG SAID NORTHERLY EXTENSION AND EAST
 LINE OF SAID LOT 59 AND 61, A DISTANCE OF 375.89 FEET TO THE SOUTHEAST
 CORNER OF SAID LOT 61;
 THENCE SOUTH 00°06'41" WEST, ALONG THE EAST LINE OF LOT 62 AND LOT 63 OF
 SAID PLAT, 300.06 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 63;
 THENCE SOUTH 88°27'14" EAST, ALONG THE SOUTH LINE OF LOTS 71 THROUGH 77
 OF SAID PLAT, AND THE EASTERLY EXTENSION THEREOF,
 409.99 FEET TO THE EAST MARGIN OF PINE STREET (AVENUE), AS PER SAID PLAT;
 THENCE 65°25'32" EAST 83.57 FEET TO THE SOUTH LINE OF THE
 SOUTHEAST QUARTER OF SAID SECTION 30;
 THENCE NORTH 88°16'40" WEST, ALONG SAID SOUTH LINE 875.19 FEET TO THE
 QUARTER CORNER COMMON TO SECTION 30 AND SECTION 31, TOWNSHIP 24
 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 88°32'26" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST
 QUARTER OF SAID SECTION 30, A DISTANCE OF 2,596.29 FEET TO THE POINT OF
 BEGINNING.
 THAT PORTION OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 8 EAST,
 WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 31 AND 30,
 TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, AND SECTIONS
 25 AND 36 TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 88°32'26" EAST, ALONG THE NORTH LINE OF THE NORTHWEST
 QUARTER OF SAID SECTION 31, A DISTANCE OF 2,596.29 FEET TO THE QUARTER
 CORNER COMMON TO SECTION 31 AND SECTION 30, TOWNSHIP 24 NORTH, RANGE
 8 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 88°16'40" EAST, ALONG SAID NORTH LINE 875.19 FEET;
 THENCE SOUTH 65°25'32" EAST 516.20 FEET TO THE NORTHERLY EXTENSION OF
 WEST LINE OF BLOCK 31 OF THE REPLAT OF BLOCKS 29 AND 31, SNOQUALMIE
 FALLS, RECORDED IN VOLUME 11 OF PLATS, PAGE 77, RECORDS OF KING
 COUNTY;
 THENCE SOUTH 00°50'52" WEST, ALONG SAID NORTHERLY EXTENSION AND
 WEST LINE, 480.79 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 31;

 THENCE SOUTH 00°38'02" WEST 62.42 FEET TO THE NORTHWEST CORNER OF
 BLOCK 33, PLAT OF SNOQUALMIE FALLS ADDITION, RECORDED IN VOLUME 6 OF
 PLATS, PAGE 51, RECORDS OF KING COUNTY;
 THENCE SOUTH 00°38'07" EAST 600.56 FEET TO THE SOUTH LINE OF
 SAID BLOCK 33;
 THENCE SOUTH 00°23'08" EAST 1,338.58 FEET TO THE EAST/WEST CENTERLINE OF
 SAID SECTION 31;
 THENCE CONTINUING SOUTH 00°23'08" EAST 2,644.86 FEET TO THE SOUTH LINE
 OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE NORTH 87°14'46" WEST, ALONG SAID SOUTH LINE 1,418.68 FEET TO THE QUARTER CORNER COMMON TO SAID SECTION 31, AND SECTION 6, TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 87°47'36" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 143.48 FEET;
 THENCE NORTH 39°23'20" WEST 957.81 FEET;
 THENCE NORTH 88°48'09" WEST 1,881.00 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31;
 THENCE NORTH 00°54'41" EAST, ALONG SAID WEST LINE, 1,836.24 FEET TO THE QUARTER CORNER COMMON TO SAID SECTION 31, AND SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 01°11'05" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 2,642.19 FEET TO THE POINT OF BEGINNING.
 THAT PORTION OF NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 36 AND 25 TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN SECTIONS 30 AND 31, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, AND;
 THENCE SOUTH 01°11'04" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, A DISTANCE OF 448.40 FEET;
 THENCE NORTH 87°04'52" WEST, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 1,635.42 FEET TO THE WEST LINE OF TRACT 4 OF KING COUNTY SHORT PLAT 775065, RECORDED UNDER KING COUNTY RECORDING NUMBER 7710170834;
 THENCE NORTH 01°19'29" EAST, ALONG SAID WEST LINE, 448.38 FEET TO SAID NORTH LINE;
 THENCE SOUTH 87°04'52" EAST, ALONG SAID NORTH LINE, 1,634.33 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER SECTION 6, TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 6 TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN AND SECTION 31, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 87°14'16" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 1,418.68 FEET;
 THENCE SOUTH 63°53'51" EAST 1,362.19 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER;
 THENCE SOUTH 00°44'43" WEST, ALONG SAID EAST LINE, 2,099.05 FEET TO THE QUARTER CORNER COMMON TO SECTION 5 AND SECTION 6, TOWNSHIP 23 NORTH, RANGE 8 EAST;
 THENCE SOUTH 02°42'24" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 731.41 FEET;
 THENCE NORTH 37°54'49" WEST 944.47 FEET TO THE EAST/WEST CENTERLINE OF SAID SECTION 6;

THENCE CONTINUING NORTH 37°54'49" WEST 3,259.84 FEET TO THE
 NORTH/SOUTH CENTERLINE OF SAID SECTION 6;
 THENCE NORTH 38°25'04" WEST 222.71 FEET TO THE NORTH LINE OF THE
 NORTHWEST QUARTER OF SAID SECTION 6;
 THENCE NORTH 87°47'36" EAST, ALONG SAID NORTH LINE, 143.48 FEET
 TO THE POINT OF BEGINNING.
 THAT PORTION OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 8 EAST,
 WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 5 AND
 SECTION 6, TOWNSHIP 23 NORTH, RANGE 8 EAST;
 THENCE NORTH 00°44'43" EAST, ALONG THE WEST LINE OF THE NORTHWEST
 QUARTER OF SAID SECTION 5, A DISTANCE OF 2,099.05 FEET;
 THENCE SOUTH 63°57'36" EAST 321.62 FEET TO THE SOUTH LINE OF THE NORTH
 HALF OF GOVERNMENT LOT 4, SAID SECTION 5;
 THENCE SOUTH 89°28'40" EAST ALONG SAID SOUTH LINE, AND ALONG THE
 SOUTH LINE OF THE NORTH HALF OF GOVERNMENT LOT 3, SAID SECTION 5, A
 DISTANCE OF 1,991.19 FEET;
 THENCE SOUTH 28°21'3" EAST, 739.90 FEET TO THE NORTH/SOUTH CENTERLINE
 OF SAID SECTION 5;
 THENCE SOUTH 29°15'51" EAST 1,502.07 FEET TO THE EAST/WEST CENTERLINE OF
 SAID SECTION 5;
 THENCE SOUTH 23°32'19" EAST 122.33 FEET;

 THENCE SOUTH 27°25'47" EAST 203.91 FEET;
 THENCE SOUTH 24°38'45" EAST 218.13 FEET;
 THENCE SOUTH 48°07'58" EAST 1,214.17 FEET;
 THENCE SOUTH 60°03'23" EAST 106.85 FEET;
 THENCE NORTH 87°39'17" WEST 546.20 FEET;
 THENCE SOUTH 88°45'28" WEST 70.00 FEET TO THE NORTHWEST CORNER OF
 PARCEL "L" OF THE MILLER TIMBER BOUNDARY SURVEY, RECORDED UNDER
 KING COUNTY RECORDING NUMBER 9503279004;
 THENCE SOUTH 02°17'13" WEST, ALONG THE WEST LINE OF SAID PARCEL
 "L", 718.71 FEET;
 THENCE SOUTH 84°38'18" WEST 2,777.20 FEET;
 THENCE NORTH 37°54'49" WEST 2,032.15 FEET TO THE WEST LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 5;
 THENCE NORTH 02°42'24" EAST, ALONG SAID WEST LINE, 731.41 FEET
 TO THE POINT OF BEGINNING.

SPRING GLEN FRANCHISE DESCRIPTION

THOSE PORTIONS OF THE FOLLOWING SECTIONS AND QUARTER SECTIONS:
 THE NORTHEAST QUARTER SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST,
 WILLAMETTE MERIDIAN;

THE NORTHWEST QUARTER, THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THE NORTHWEST QUARTER, THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 SECTION 19, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN; SAID PORTIONS ARE DESCRIBED AS FOLLOWS:
 THAT PORTION OF THE NORTHEAST QUARTER SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTION 15 AND SECTION 14, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 00°56'36" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 1,067.73 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 87°26'21" WEST 149.32 FEET;
 THENCE NORTH 07°46'51" EAST 756.78 FEET;
 THENCE SOUTH 81°17'41" EAST 59.71 FEET TO SAID EAST LINE;
 THENCE SOUTH 00°56'36" WEST, ALONG THE SAID EAST LINE 747.55 FEET TO THE TRUE POINT OF BEGINNING.
 THAT PORTION OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTION 14, AND SECTION 15 TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 00°56'36" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 1,067.73 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING NORTH 00°56'36" EAST, ALONG THE SAID WEST LINE 747.55 FEET;
 THENCE SOUTH 81°17'41" EAST 2,746.61 FEET TO THE NORTH/SOUTH CENTERLINE OF SAID SECTION 14;
 THENCE 81°00'22" EAST 515.99 FEET;
 THENCE SOUTH 49°50'37" EAST 2,276.94 FEET TO THE EAST/WEST CENTERLINE OF SAID SECTION 14;
 THENCE CONTINUING SOUTH 49°50'37" EAST 553.95 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, SAID POINT BEING 346.96 FEET SOUTHERLY FROM THE QUARTER SECTION CORNER COMMON TO SECTION 14, AND SECTION 13, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 01°15'06" WEST, ALONG SAID EAST LINE, 813.16 FEET;
 THENCE NORTH 53°53'12" WEST 2,031.16 FEET TO THE EAST/WEST CENTERLINE OF SAID SECTION 14;

THENCE CONTINUING NORTH 53°53'12" WEST 1,094.22 FEET;
THENCE NORTH 76°47'24" WEST 150.99 FEET TO THE NORTH/SOUTH CENTERLINE
OF SAID SECTION 14;
THENCE CONTINUING NORTH 76°47'24" WEST 1,939.66 FEET;
THENCE NORTH 85°17'56" WEST 825.37 FEET TO THE TRUE POINT OF BEGINNING.
THAT PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF
SECTION 13, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTION 13,
AND SECTION 14, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
THENCE SOUTH 01°15'06" WEST, ALONG THE WEST LINE OF THE SOUTHWEST
QUARTER OF SAID SECTION 13, A DISTANCE OF 346.96 FEET TO THE TRUE POINT
OF BEGINNING;

THENCE SOUTH 49°50'37" EAST 696.87 FEET;

THENCE SOUTH 54°04'15" EAST 845.36 FEET;

THENCE SOUTH 61°23'34" EAST 518.14 FEET;

THENCE SOUTH 68°32'59" EAST 1,029.21 FEET TO THE NORTH/SOUTH
CENTERLINE OF SAID SECTION 13;

THENCE CONTINUING SOUTH 68°32'59" EAST 1,736.34 FEET;

THENCE SOUTH 71°24'05" EAST 744.47 FEET TO THE SOUTH LINE OF THE
SOUTHEAST QUARTER OF SAID SECTION 13;

THENCE NORTH 87°26'25" WEST, ALONG SAID SOUTH LINE 2,343.93 FEET TO THE
QUARTER SECTION CORNER COMMON TO SECTION 13, AND SECTION 24,
TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;

THENCE NORTH 88°57'33" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST
QUARTER OF SAID SECTION 13, A DISTANCE OF 1,219.73 FEET; THENCE NORTH
23°14'41" WEST 190.34 FEET;

THENCE NORTH 22°36'15" WEST 552.30 FEET;

THENCE NORTH 53°53'12" WEST 1,387.45 FEET TO THE WEST LINE OF THE
SOUTHWEST QUARTER OF SAID SECTION 13;

THENCE NORTH 01°15'06" EAST, ALONG SAID WEST LINE, 813.16 FEET TO THE
TRUE POINT OF BEGINNING.

THAT PORTION OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER, AND
THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 24 NORTH, RANGE 7 EAST,
WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 24, AND
SECTION 13, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;

THENCE SOUTH 87°26'25" EAST, ALONG SAID NORTH LINE OF THE NORTHEAST
QUARTER OF SAID SECTION 24, A DISTANCE OF 2,343.93 FEET;

THENCE SOUTH 71°24'05" EAST 383.84 FEET TO THE EAST LINE OF SAID
NORTHEAST QUARTER;

THENCE SOUTH 01°52'46" WEST, ALONG SAID EAST LINE, 2,452.33 FEET TO THE
QUARTER SECTION CORNER COMMON TO SECTION 24, TOWNSHIP 24 NORTH,
RANGE 7 EAST, WILLAMETTE MERIDIAN, AND SECTION 19, TOWNSHIP 24 NORTH,
RANGE 8 EAST, WILLAMETTE MERIDIAN;

THENCE SOUTH 01°38'10" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 530.31 FEET;
 THENCE NORTH 14°59'48" WEST 551.18 FEET TO THE EAST/WEST CENTERLINE OF SAID SECTION 24;
 THENCE CONTINUING NORTH 14°59'48" WEST 220.43 FEET;
 THENCE NORTH 84°23'48" WEST 1,591.42 FEET;
 THENCE NORTH 47°50'51" WEST 1,159.32 FEET TO THE NORTH/SOUTH CENTERLINE OF SAID SECTION 24;
 THENCE NORTH 47°58'53" WEST 950.11 FEET;
 THENCE NORTH 29°52'16" WEST 156.77 FEET;
 THENCE NORTH 26°03'34" WEST 458.69 FEET;
 THENCE NORTH 29°53'49" WEST 341.32 FEET;
 THENCE NORTH 23°14'42" WEST 78.08 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24;
 THENCE SOUTH 88°57'33" EAST, ALONG SAID NORTH LINE, 1,219.73 FEET TO THE POINT OF BEGINNING.
 THAT PORTION OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 19, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, AND SECTION 24, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 01°52'46" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2,452.33 FEET;
 THENCE SOUTH 71°24'05" EAST 2,482.65 FEET TO THE NORTH/SOUTH CENTERLINE OF SAID SECTION 19;

THENCE CONTINUING SOUTH 71°24'05" EAST 282.05 FEET;
 THENCE SOUTH 02°36'20" WEST 1,611.02 FEET TO THE EAST/WEST CENTERLINE OF SAID SECTION 19;
 THENCE CONTINUING SOUTH 02°36'20" WEST 1,319.04 TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19;
 THENCE NORTH 89°08'43" WEST, ALONG SAID SOUTH LINE, 160.35 FEET TO THE NORTH/SOUTH CENTERLINE OF SAID SECTION 19;
 THENCE NORTH 89°01'52" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2,206.47 FEET;
 THENCE NORTH 15°20'33" WEST 817.11 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19;
 THENCE NORTH 01°38'10" EAST, ALONG SAID WEST LINE, 530.31 FEET TO THE POINT OF BEGINNING.

RAGING RIVER FRANCHISE DESCRIPTION

THOSE PORTIONS OF THE FOLLOWING SECTIONS AND QUARTER SECTIONS:

THE SOUTHEAST QUARTER, SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 SECTION 22, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 SECTION 27, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER, OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER, OF SECTION 33, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER, OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 SAID PORTIONS ARE DESCRIBED AS FOLLOWS:
 THAT PORTION OF THE SOUTHEAST QUARTER, SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTION 15, AND SECTION 22, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 89°35'04" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, A DISTANCE OF 380.88 FEET TO THE NORTHWESTERLY MARGIN OF PRESTON - FALL CITY ROAD, AND TRUE POINT OF BEGINNING;
 THENCE NORTH 37°04'37" EAST, ALONG SAID NORTHWESTERLY MARGIN, 980.19 FEET TO NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY EXTENSION OF LAKE ALICE CONNECTION ROAD;
 THENCE SOUTH 48°51'10" EAST, ALONG SAID EXTENSION AND NORTHEASTERLY MARGIN, 306.06 FEET;
 THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY MARGIN AND ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 570.00 FEET, THROUGH A CENTRAL ANGLE OF 20°52'18", AN ARC LENGTH OF 207.64 FEET;
 THENCE LEAVING SAID SOUTHEASTERLY MARGIN SOUTH 52°11'11" EAST 83.07 FEET;
 THENCE SOUTH 89°54'09" EAST 530.08 FEET;
 THENCE SOUTH 43°17'48" EAST 538.97 FEET;
 THENCE SOUTH 75°06'59" EAST 181.45 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;

THENCE NORTH 89°35'04" WEST, ALONG SAID SOUTH LINE, 2,139.67 FEET TO THE TRUE POINT OF BEGINNING.

THAT PORTION OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTION 22, AND SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 89°35'04" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 380.88 FEET TO THE

NORTHWESTERLY MARGIN OF PRESTON - FALL CITY ROAD, AND TRUE POINT OF BEGINNING;
 THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°35'04" EAST, 2,139.67 FEET;
 THENCE SOUTH 75°06'59" EAST 33.59 FEET;
 THENCE SOUTH 00°52'57" EAST 2,272.30 FEET TO THE NORTHEAST CORNER OF LOT 1, KING COUNTY SHORT PLAT NUMBER 783039, RECORDED UNDER KING COUNTY RECORDING NUMBER 8405231101;
 THENCE SOUTH 09°12'10" EAST. ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 125.45 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22;
 THENCE SOUTH 01°07'20" WEST, ALONG SAID EAST LINE, 207.46 FEET TO THE QUARTER SECTION CORNER COMMON TO SECTION 22, AND SECTION 23, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 00°09'06" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 2,601.74 FEET TO THE SECTION CORNER COMMON TO SECTION 22, SECTION 23, SECTION 26, AND SECTION 27, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 89°34'24" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 2,714.75 FEET TO THE QUARTER SECTION CORNER COMMON TO SECTION 22, AND SAID SECTION 27;
 THENCE SOUTH 89°33'34" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 2,343.32 FEET;
 THENCE NORTH 41°39'56" EAST 2,720.49 FEET;
 THENCE NORTH 02°36'43" EAST 611.23 FEET TO THE EAST/WEST CENTERLINE OF SAID SECTION 22;
 THENCE CONTINUING NORTH 02°36'43" EAST 1,412.47 FEET;
 THENCE NORTH 38°27'10" EAST 880.11 FEET TO THE NORTH/SOUTH CENTERLINE OF SAID SECTION 22;
 THENCE NORTH 36°50'03" EAST 655.00 FEET TO THE POINT OF BEGINNING.
 THAT PORTION OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 27, AND SECTION 22, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 89°34'25" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1,102.97 FEET;
 THENCE SOUTH 40°35'29" EAST 338.89 FEET;
 THENCE SOUTH 23°23'27" EAST 448.45 FEET;
 THENCE SOUTH 01°06'50" WEST 238.52 FEET TO THE NORTHEAST CORNER OF LOT 1 KING COUNTY SHORT PLAT NUMBER L03S0002, RECORDED UNDER KING COUNTY RECORDING NUMBER 20040128900006;
 THENCE SOUTH 02°41'32" EAST, ALONG SAID EAST LINE, 166.59 FEET; THENCE CONTINUING ALONG SAID EAST LINE, AND ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 2,390.00 FEET, THROUGH A CENTRAL ANGLE OF 07°24'10", AN ARC LENGTH OF 308.79 FEET;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 04°42'38" WEST 215.75 FEET TO THE NORTH LINE OF PARCEL 3, AS PER THE AMENDED RECORD OF SURVEY, RECORDED UNDER KING COUNTY RECORDING NUMBER 9408179003;
 THENCE SOUTH 89°53'14" EAST 30.10 FEET TO THE CENTERLINE OF A 60-FOOT-WIDE COUNTY ROAD, AS SHOWN IN SAID AMENDED RECORD OF SURVEY;
 THENCE SOUTHERLY ALONG SAID CENTERLINE THE FOLLOWING COURSES TO THE EAST/WEST CENTERLINE OF SAID SECTION 27:
 SOUTH 04°42'38" WEST 70.66 FEET;
 SOUTHERLY, ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 750.00 FEET, THROUGH A CENTRAL ANGLE OF 37°22'50", AN ARC LENGTH OF 489.31 FEET;
 SOUTH 32°40'12" EAST 290.00 FEET;
 SOUTHERLY, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 28°28'40", AN ARC LENGTH OF 149.11 FEET;
 SOUTH 04°11'32" 136.00 FEET;
 THENCE SOUTH 88°54'31" EAST, ALONG SAID EAST/WEST CENTERLINE, 813.22 FEET TO THE QUARTER SECTION CORNER COMMON TO SECTION 27, AND SECTION 22, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 00°07'10" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 2,682.39 FEET TO THE SECTION CORNER COMMON TO SECTION 27, SECTION 26, SECTION 34, AND SECTION 35, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 88°55'32" WEST, ALONG THE SOUTH LINE SAID SOUTHEAST QUARTER, 2,626.15 FEET TO THE QUARTER SECTION CORNER COMMON TO SAID SECTION 27, AND SAID SECTION 34;
 THENCE NORTH 88°46'20" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 2,663.49 FEET TO THE SECTION CORNER COMMON TO SECTION 27, SECTION 28, SECTION 33, AND SECTION 34, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;

THENCE NORTH 00°29'04" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER, 2,608.84 FEET TO THE QUARTER SECTION CORNER COMMON TO SAID SECTION 27, AND SAID SECTION 28;
 THENCE NORTH 00°29'05" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 2,316.28 FEET;
 THENCE NORTH 41°39'56" EAST 394.29 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;
 THENCE NORTH 89°33'34" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 2,342.32 FEET TO THE POINT OF BEGINNING.
 THAT PORTION OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SECTION CORNER COMMON TO SECTION 28, SECTION 27, SECTION 33, AND SECTION 34, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;

THENCE NORTH 87°22'43" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2,844.14 FEET TO THE QUARTER SECTION CORNER COMMON TO SAID SECTION 28, AND SAID SECTION 33;
THENCE SOUTH 89°17'03" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 893.83 FEET;
THENCE NORTH 24°28'54" EAST 633.30 FEET;
THENCE NORTH 39°43'14" EAST 1,101.41 FEET TO THE NORTH/SOUTH CENTERLINE OF SAID SECTION 28;
THENCE CONTINUING NORTH 39°43'14" EAST, 1,441.14 FEET TO THE EAST/WEST CENTERLINE OF SAID SECTION 28;
THENCE CONTINUING NORTH 39°43'14" EAST, 2,956.54 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;
THENCE SOUTH 00°29'05" WEST, ALONG SAID EAST LINE, 2,316.28 FEET TO THE QUARTER SECTION CORNER COMMON TO SECTION 28, AND SECTION 27, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
THENCE SOUTH 00°29'04" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2,608.84 FEET TO THE POINT OF BEGINNING.

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN.

THAT PORTION OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER, OF SECTION 33, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, DESCRIBE AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTION 33, SECTION 34, SECTION 27, AND SECTION 28, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;

THENCE NORTH 87°22'43" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2,844.14 FEET TO THE QUARTER SECTION CORNER COMMON TO SAID SECTION 33, AND SAID SECTION 28;
THENCE SOUTH 89°17'03" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 893.83 FEET;
THENCE SOUTH 24°28'54" WEST 305.76 FEET;
THENCE SOUTH 87°59'34" EAST 1,030.60 FEET TO THE NORTH/SOUTH CENTERLINE OF SAID SECTION 33;
THENCE SOUTH 88°11'17" EAST 2,830.79 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;
THENCE NORTH 00°28'00" EAST, ALONG SAID EAST LINE 285.02 FEET TO THE POINT OF BEGINNING.

THAT PORTION OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER, OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, DESCRIBE AS FOLLOWS:

THE NORTH 285 FEET OF SAID NORTHEAST QUARTER; AND THE NORTH 285 FEET OF SAID NORTHWEST QUARTER;

FALL CITY FRANCHISE DESCRIPTION

THOSE PORTIONS OF THE FOLLOWING SECTIONS AND QUARTER SECTIONS:
THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 10,
TOWNSHIP

24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN;

SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN;

THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP

24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN;

THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP

24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN; SAID PORTIONS ARE
DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER
OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN,
DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 10, AND
SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN;

THENCE NORTH $88^{\circ}49'18''$ WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST
QUARTER OF SAID SECTION 10, A DISTANCE OF 2,639.50 FEET TO THE SECTION
CORNER COMMON TO SECTION 10, SECTION 9, SECTION 15, AND SECTION 16,
TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN;

THENCE NORTH $00^{\circ}57'34''$ EAST, ALONG THE WEST LINE OF SAID SOUTHWEST
QUARTER, 660.99 FEET;

THENCE SOUTH $81^{\circ}45'57''$ EAST 2,653.04 FEET TO THE NORTH/SOUTH
CENTERLINE OF SAID SECTION 10;

THENCE CONTINUING SOUTH $81^{\circ}45'57''$ EAST 896.42 FEET;

THENCE SOUTH $24^{\circ}08'58''$ EAST 234.74 FEET TO THE SOUTH LINE OF THE
SOUTHEAST QUARTER OF SAID SECTION 10;

THENCE NORTH $89^{\circ}34'08''$ WEST, ALONG SAID SOUTH LINE, 981.06 FEET TO THE
POINT OF BEGINNING.

THAT PORTION OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST,
WILLAMETTE MERDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 15, AND
SECTION 10, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN;

THENCE SOUTH $89^{\circ}34'08''$ EAST, ALONG THE NORTH LINE OF THE NORTHEAST
QUARTER OF SAID SECTION 15, A DISTANCE OF 981.06 FEET;

THENCE SOUTH $24^{\circ}08'58''$ EAST 1,153.36 FEET;

THENCE SOUTH $49^{\circ}55'23''$ EAST 796.98 FEET;

THENCE SOUTH $86^{\circ}43'52''$ EAST 431.60 FEET;

THENCE SOUTH $87^{\circ}26'21''$ EAST 149.32 FEET TO A POINT ON THE EAST LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 15, SAID POINT BEING 1,067.73 FEET
NORTH FROM THE QUARTER SECTION CORNER COMMON TO SECTION 15, AND
SECTION 14, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN;

THENCE SOUTH 00°56'36" WEST, ALONG SAID EAST LINE, 1,067.73 FEET TO SAID
 QUARTER SECTION CORNER;
 THENCE SOUTH 00°56'36" WEST, ALONG THE EAST LINE OF THE SOUTHEAST
 QUARTER OF SAID SECTION 15, A DISTANCE OF 319.54 FEET;
 THENCE SOUTH 64°54'22" WEST 475.58 FEET;
 THENCE SOUTH 40°46'35" WEST 1,667.41 FEET;
 THENCE SOUTH 71°04'23" WEST 213.72 FEET;
 THENCE SOUTH 37°04'37" WEST 980.19 FEET TO THE SOUTH LINE OF THE
 SOUTHEAST QUARTER OF SAID SECTION 15;
 THENCE NORTH 89°35'04" WEST, ALONG SAID SOUTH LINE, 380.88 FEET TO THE
 QUARTER SECTION CORNER COMMON TO SECTION 15, AND SECTION 22,
 TOWNSHIP
 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 89°15'57" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST
 QUARTER OF SAID SECTION 15, A DISTANCE OF 1,260.03 FEET;
 THENCE NORTH 31°00'41" WEST 96.09 FEET TO A POINT ON THE WEST LINE OF
 LOT 12, PLAT OF KOKA GARDEN TRACTS, RECORD IN VOLUME 132, PAGES 7
 THROUGH 9, RECORDS OF KING COUNTY WASHINGTON;
 THENCE NORTH 00°46'44" EAST, ALONG SAID WEST LINE AND NORTHERLY
 EXTENSION THEREOF, 447.66 FEET TO THE NORTHWEST CORNER OF LOT 1 OF
 SAID PLAT;
 THENCE NORTH 88°50'05" WEST 10.00 FEET;
 THENCE NORTH 01°44'06" WEST 846.99 FEET;
 THENCE NORTH 23°46'42" WEST 61.34 FEET;
 THENCE NORTH 85°47'35" WEST 1,268.66 FEET TO THE WEST LINE OF THE
 SOUTHWEST QUARTER OF SAID SECTION 15;
 THENCE NORTH 00°46'12" EAST, ALONG SAID WEST LINE, 1,115.75 FEET TO THE
 QUARTER SECTION CORNER COMMON TO SECTION 15, AND SECTION 16,
 TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 01°02'16" EAST, ALONG THE WEST LINE OF THE NORTHWEST
 QUARTER OF SAID SECTION 15, A DISTANCE OF 2,661.14 FEET TO THE SECTION
 CORNER COMMON TO SECTION 15, SECTION 16, SECTION 9, AND SECTION 10,
 TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE SOUTH 88°49'18" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST
 QUARTER 2,639.50 FEET TO THE POINT OF BEGINNING.
 THAT PORTION OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER
 OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN,
 DESCRIBED AS FOLLOWS:

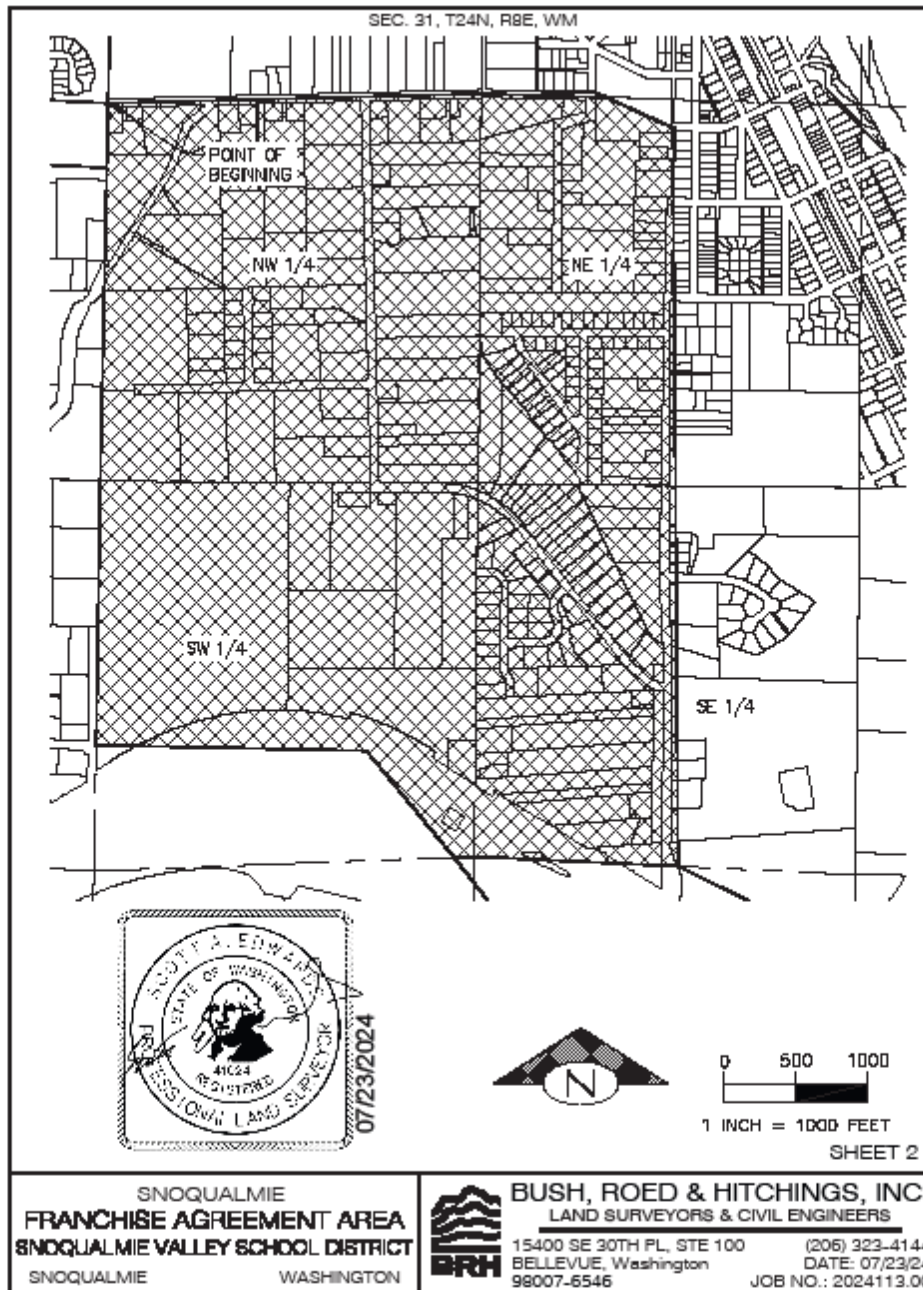
BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 14, AND
 SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN;
 THENCE NORTH 00°56'36" EAST, ALONG THE WEST LINE OF SAID NORTHWEST
 QUARTER, 1,065.36 FEET;
 THENCE SOUTH 84°23'20" EAST 819.81 FEET;
 THENCE SOUTH 03°25'40" EAST 889.28 FEET;
 THENCE SOUTH 65°11'44" WEST 276.77 FEET TO THE EAST/WEST CENTERLINE

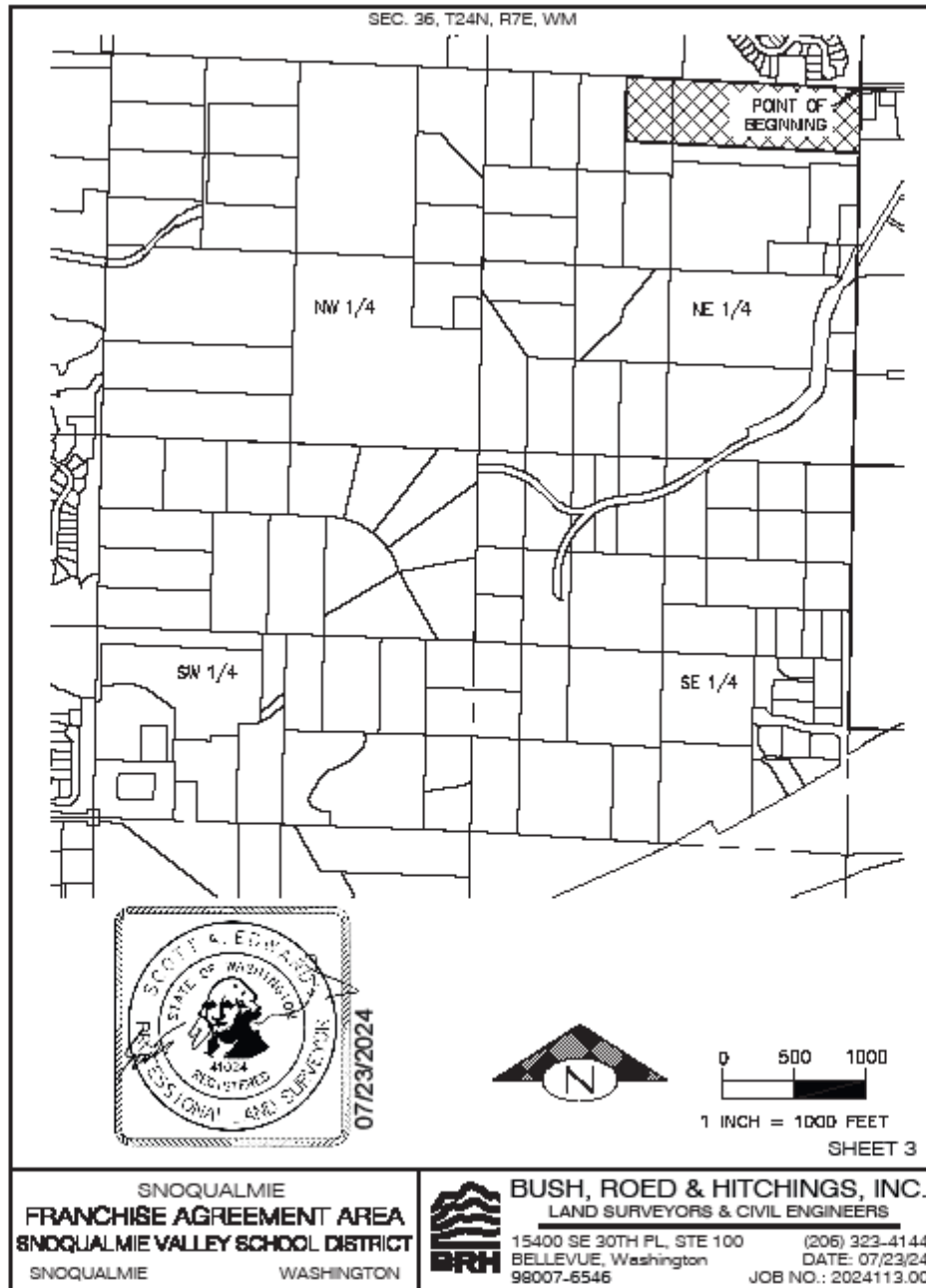
OF SAID SECTION 14;
THENCE SOUTH 64°51'03" WEST 707.70 FEET TO THE WEST LINE OF THE
SOUTHWEST QUARTER OF SAID SECTION 14;
THENCE NORTH 00°56'36" EAST, ALONG SAID WEST LINE, 319.54 FEET TO THE
POINT OF BEGINNING.
THAT PORTION OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER
OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN;
BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTION 22, AND
SECTION 15, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERDIAN;
THENCE SOUTH 89°35'04" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST
QUARTER OF SAID SECTION 22, A DISTANCE OF 380.88 FEET;
THENCE SOUTH 36°50'03" WEST 655.00 FEET TO THE NORTH/SOUTH CENTERLINE
OF SAID SECTION 22;
THENCE SOUTH 38°27'10" WEST 715.83 FEET;
THENCE NORTH 31°00'41" WEST 1,364.91 FEET TO THE NORTH LINE OF THE
NORTHWEST QUARTER OF SAID SECTION 22;
THENCE SOUTH 89°15'57" EAST, ALONG SAID NORTH LINE, 1,260.03 FEET TO THE
POINT OF BEGINNING.

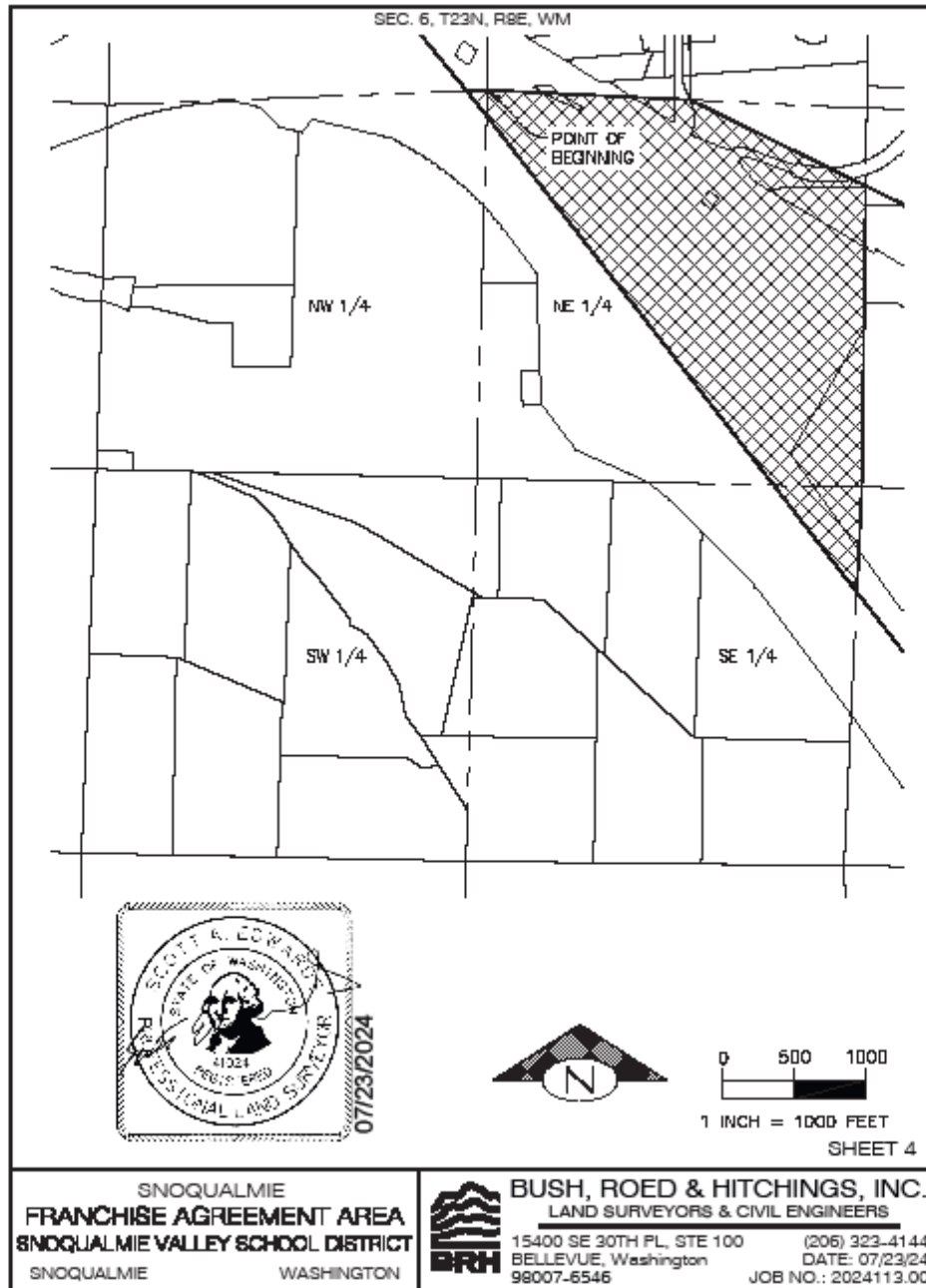
EXHIBIT B

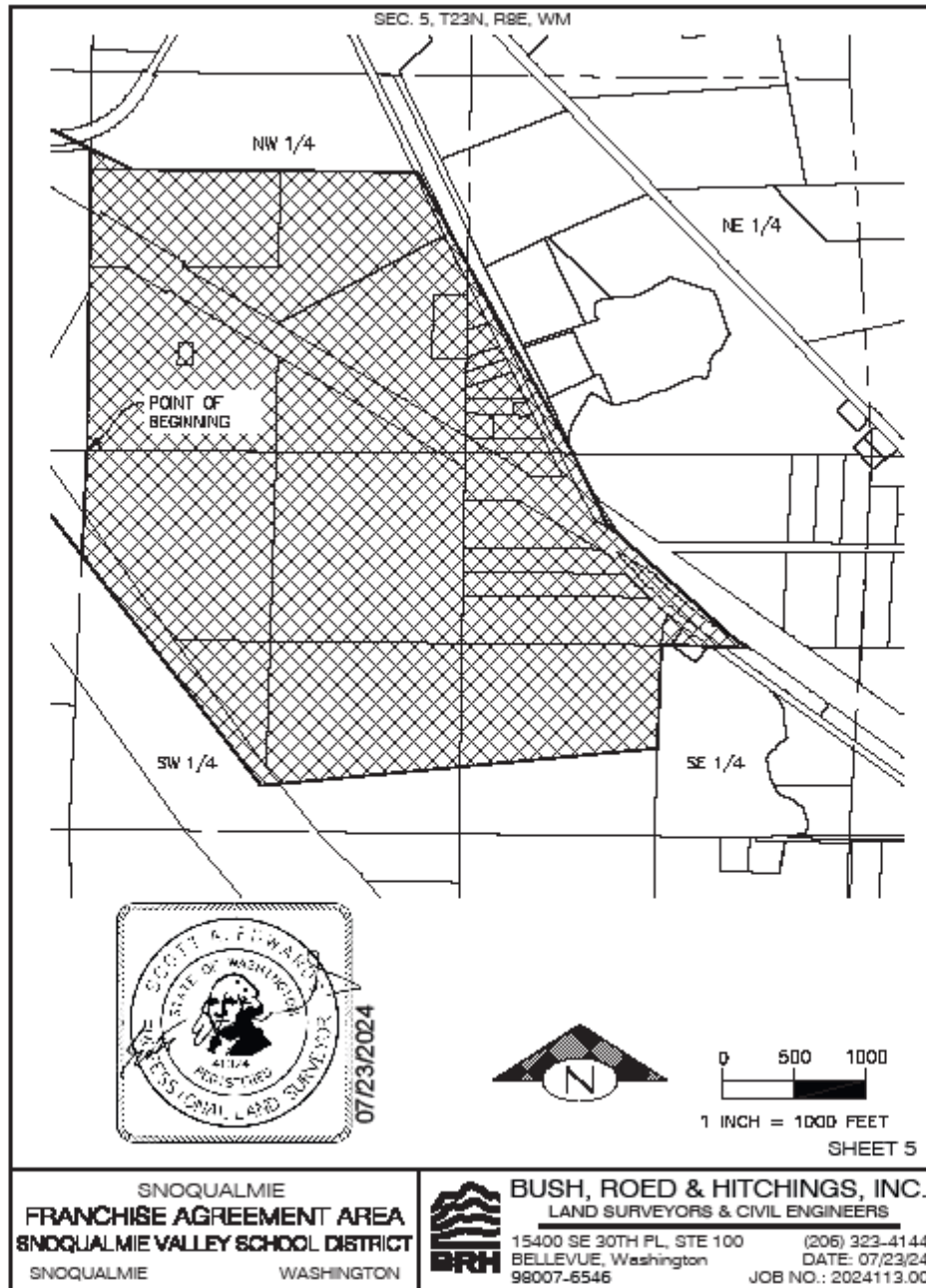
FRANCHISE AREA MAPS

Snoqualmie

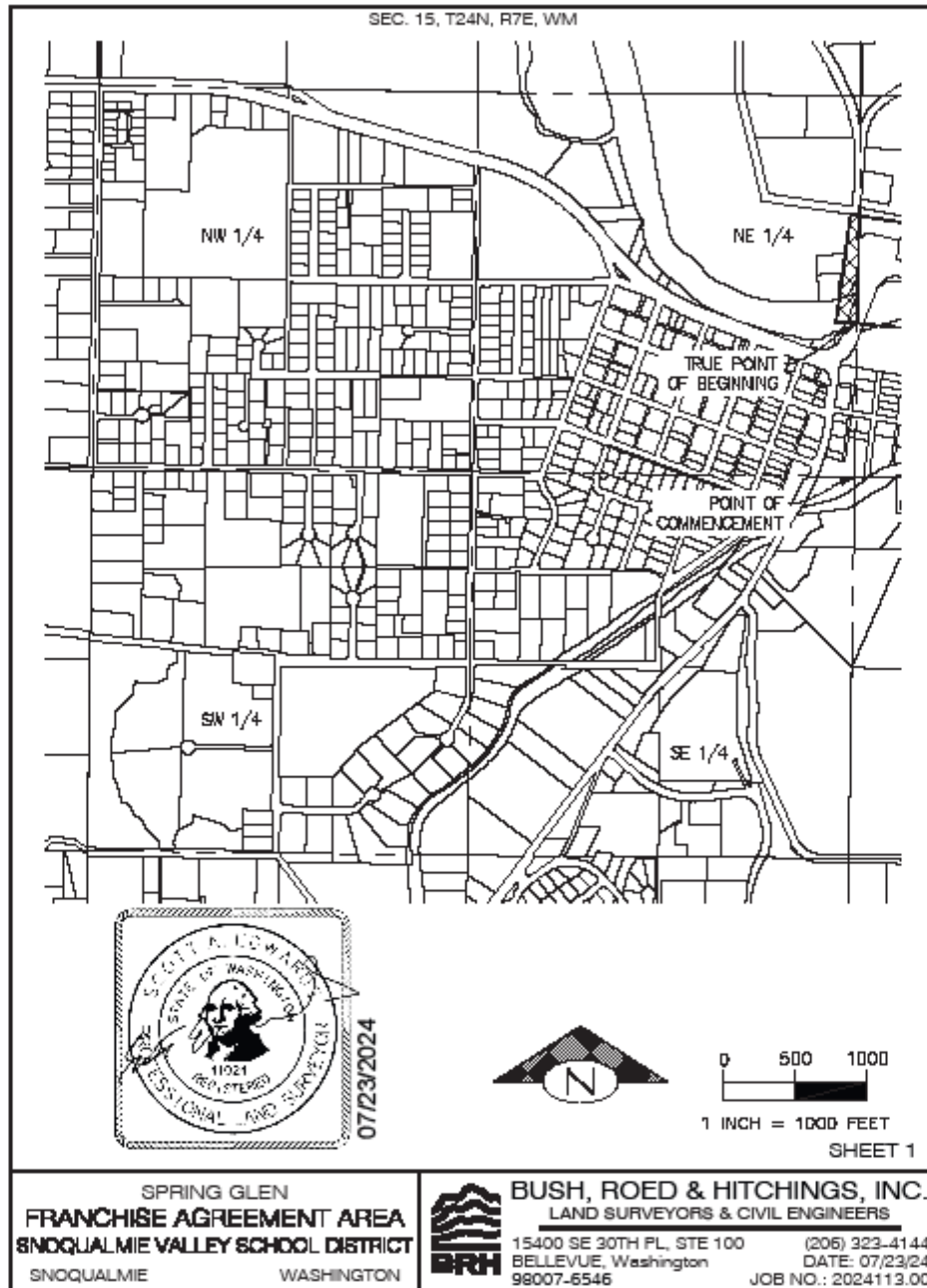


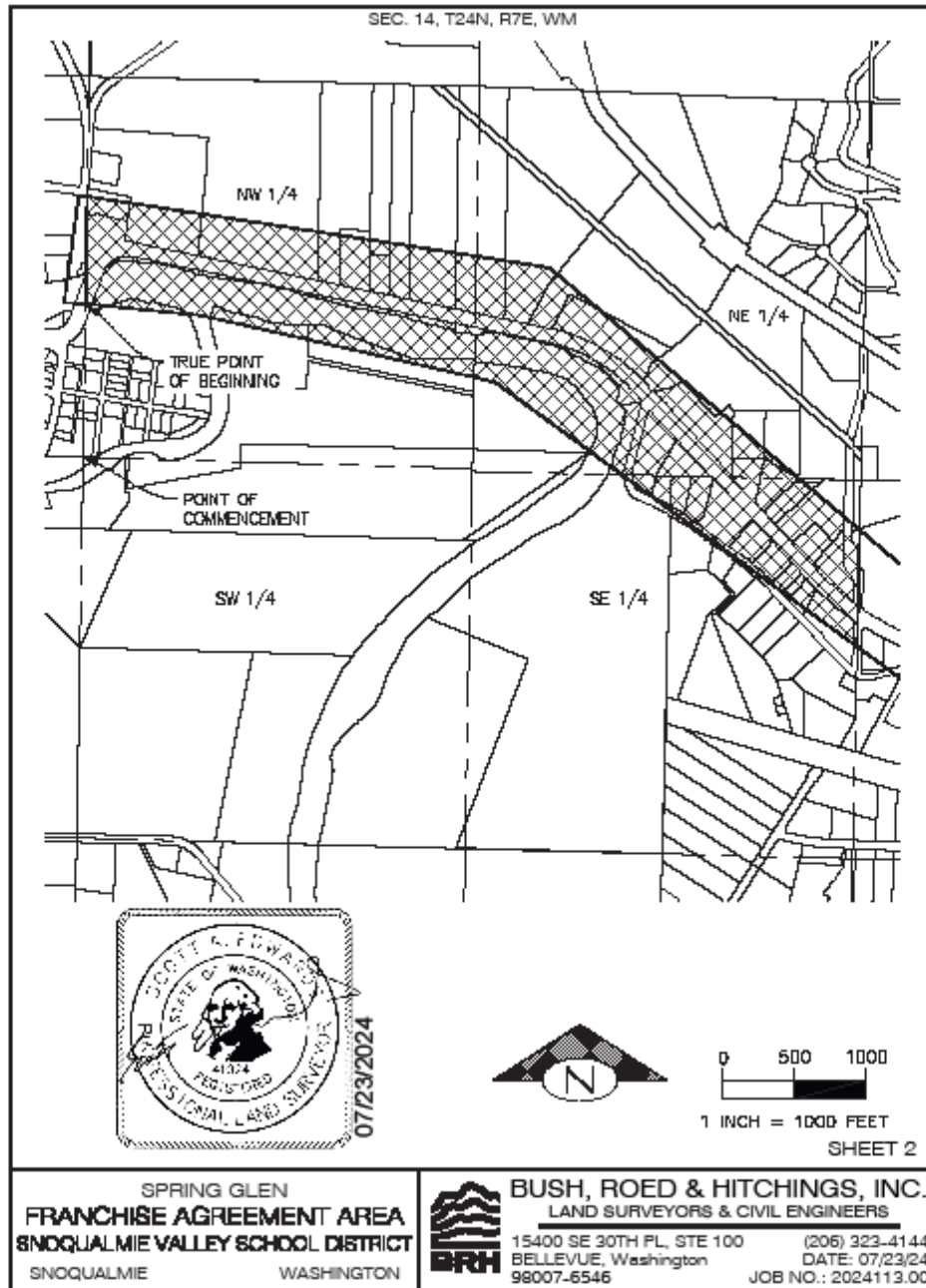


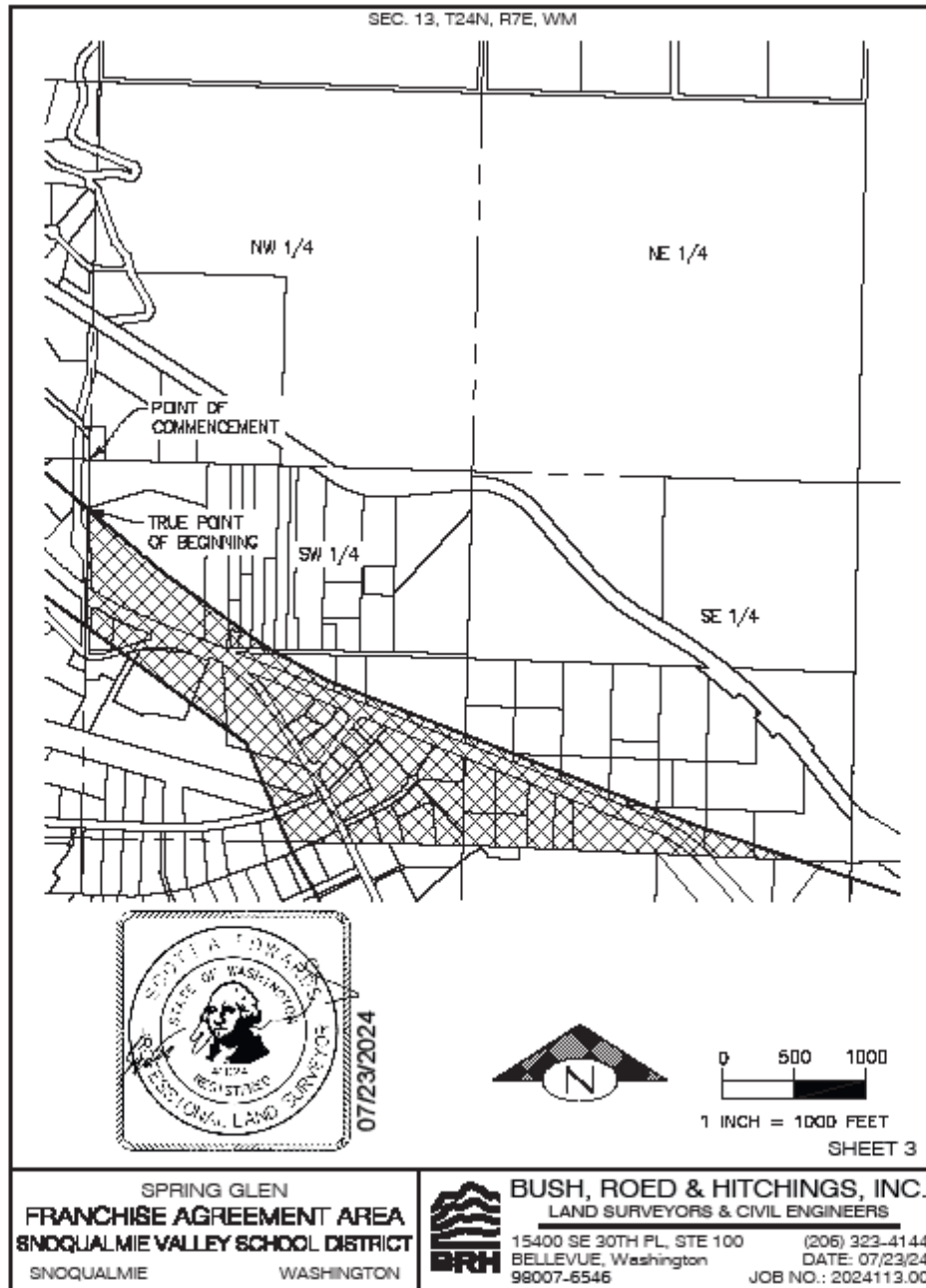


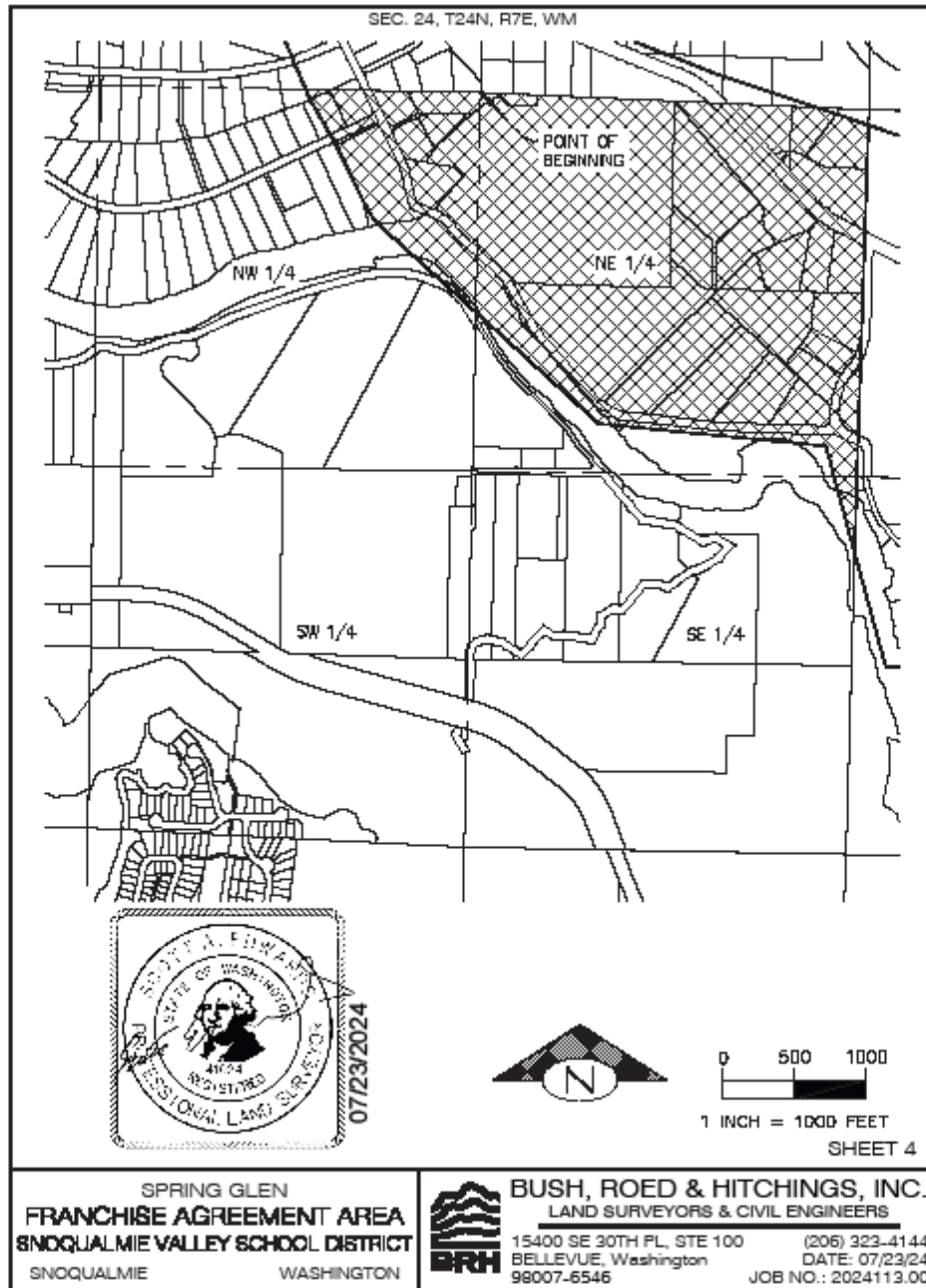


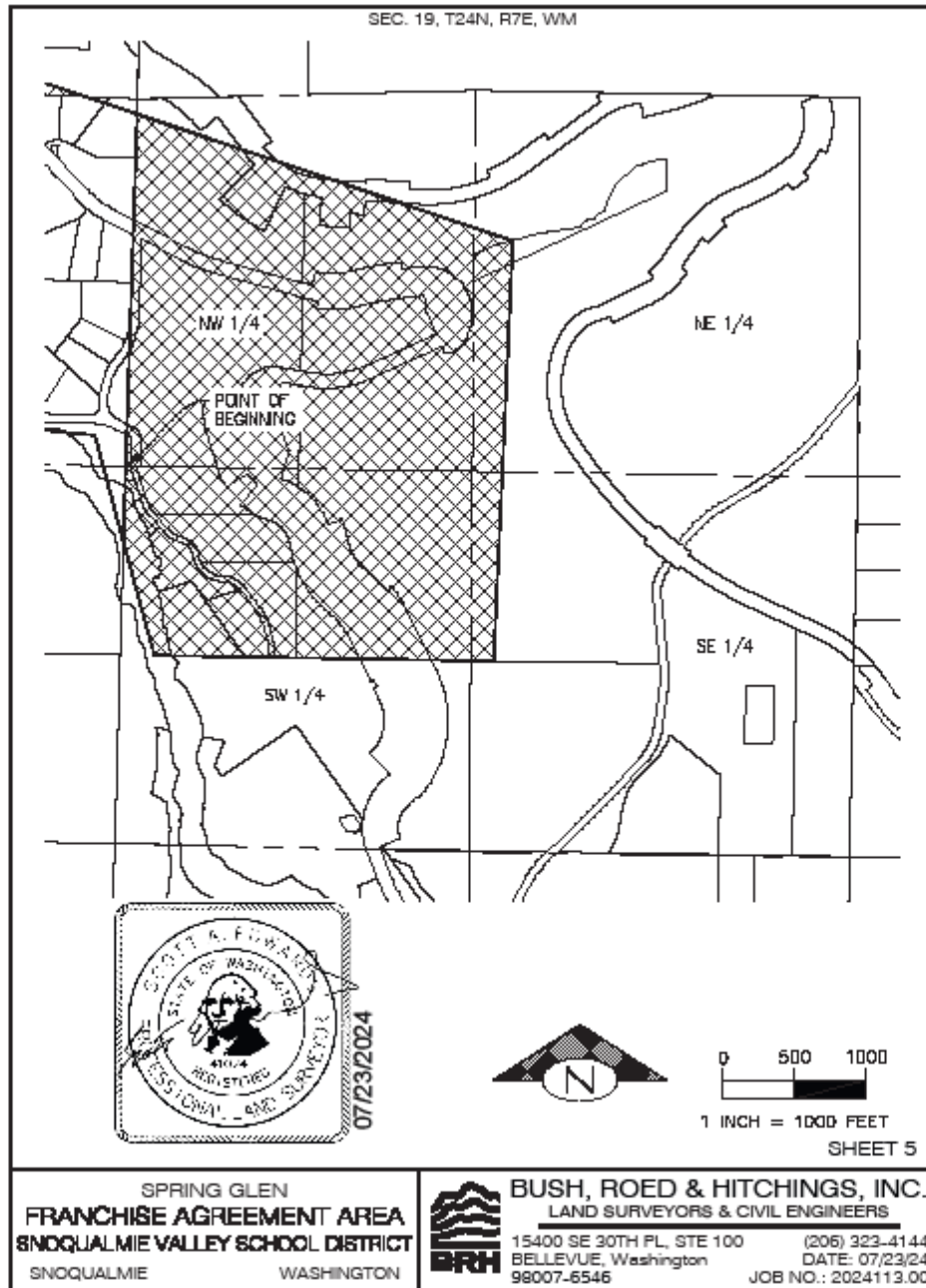
Spring Glen



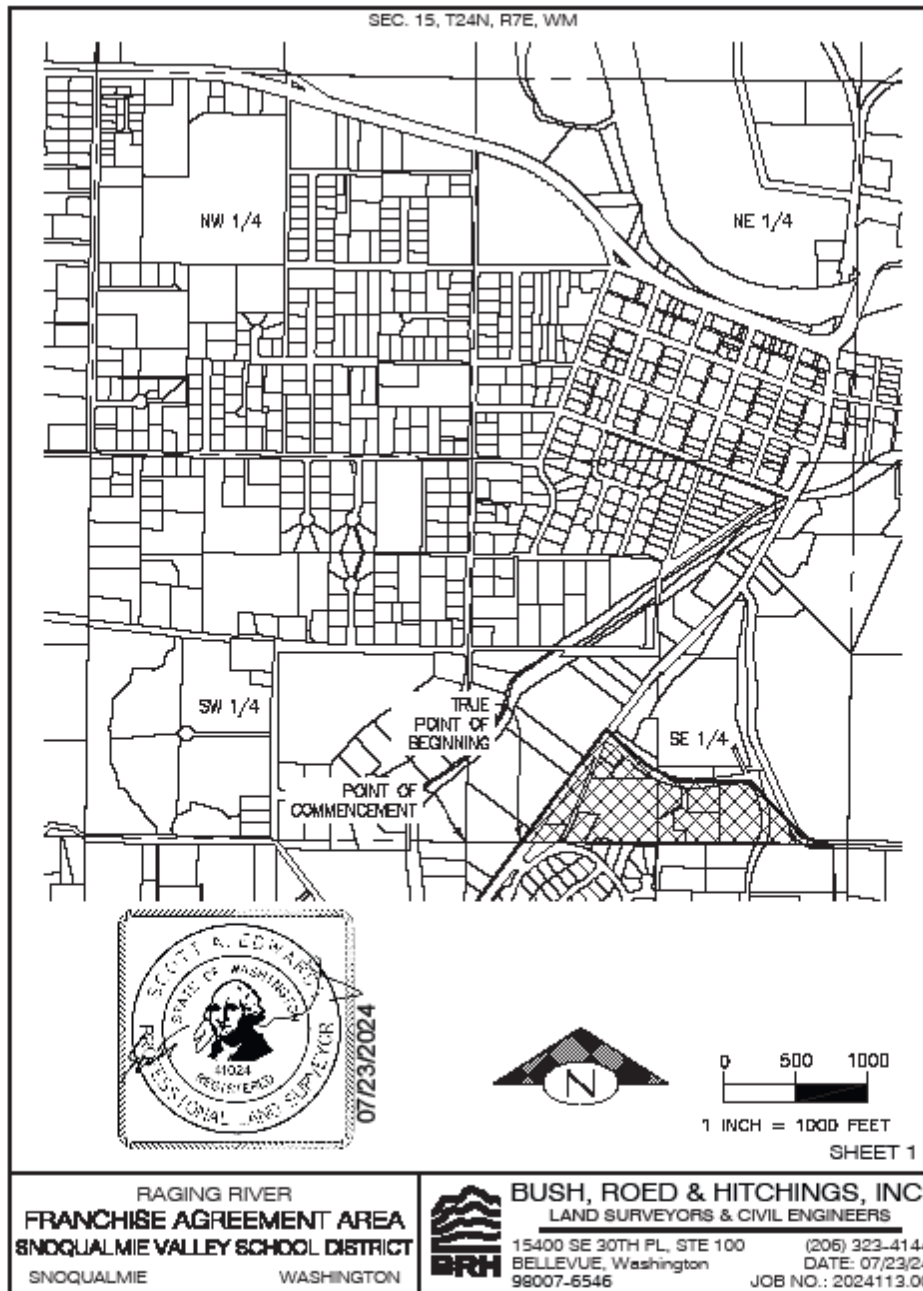


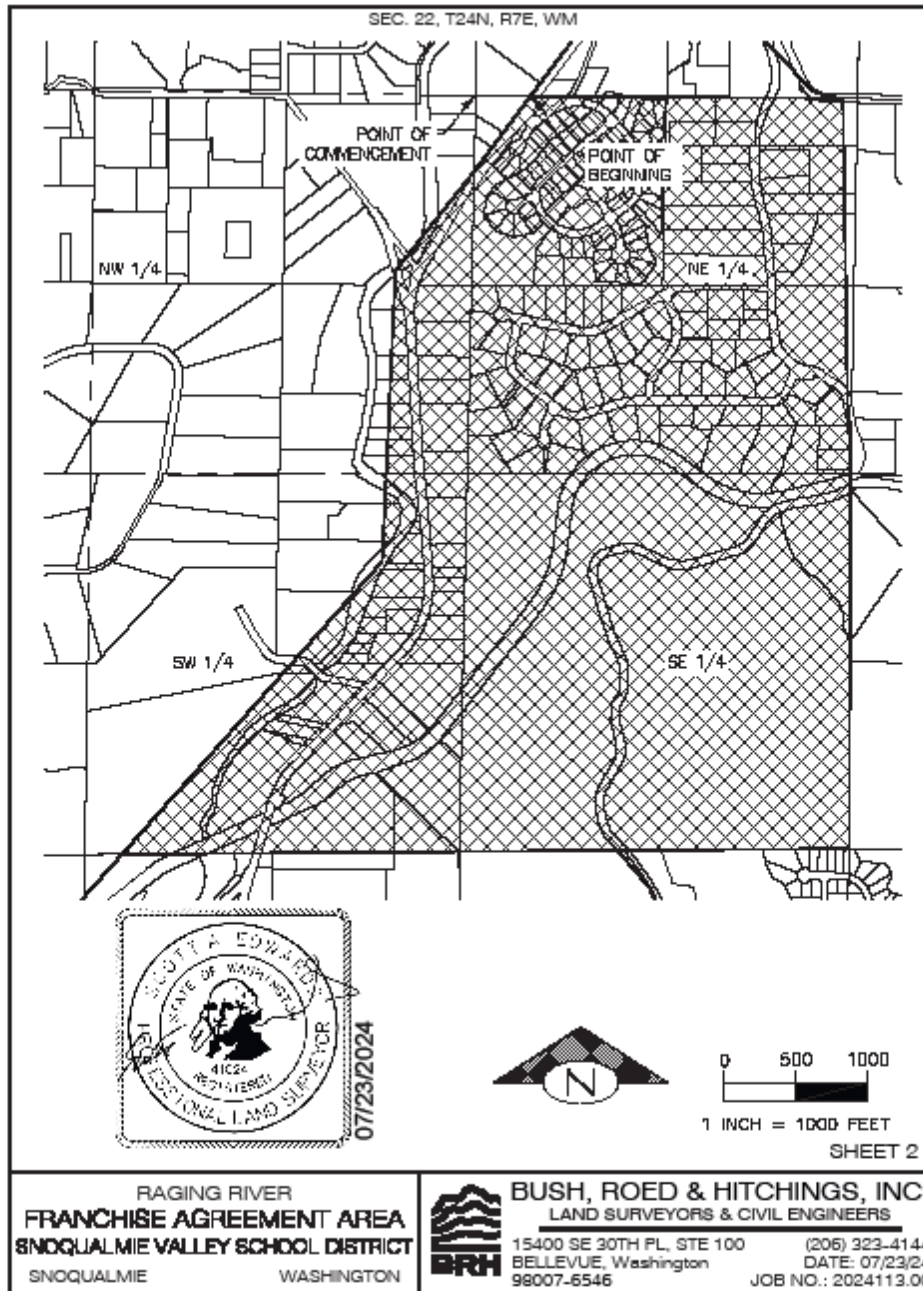


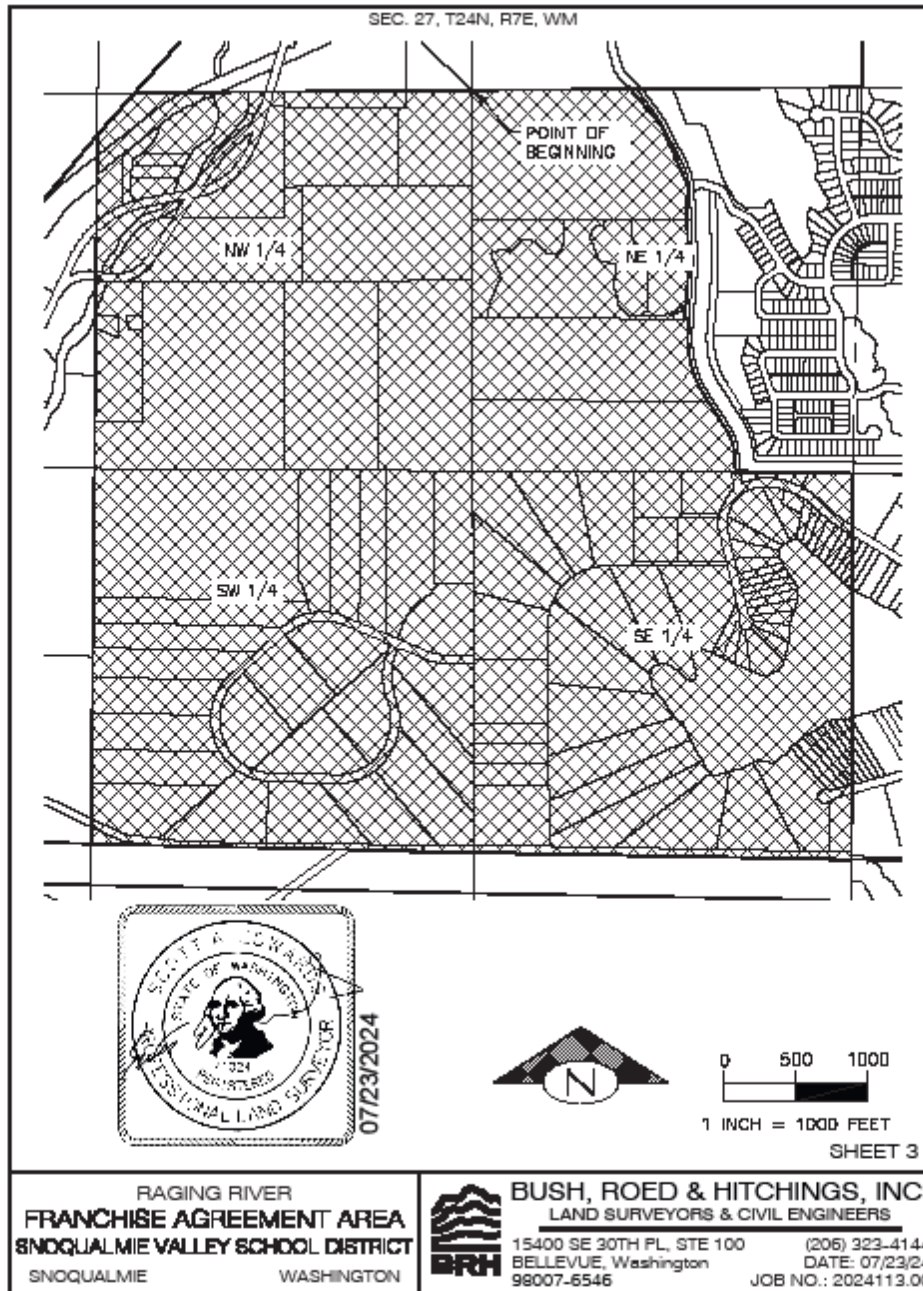


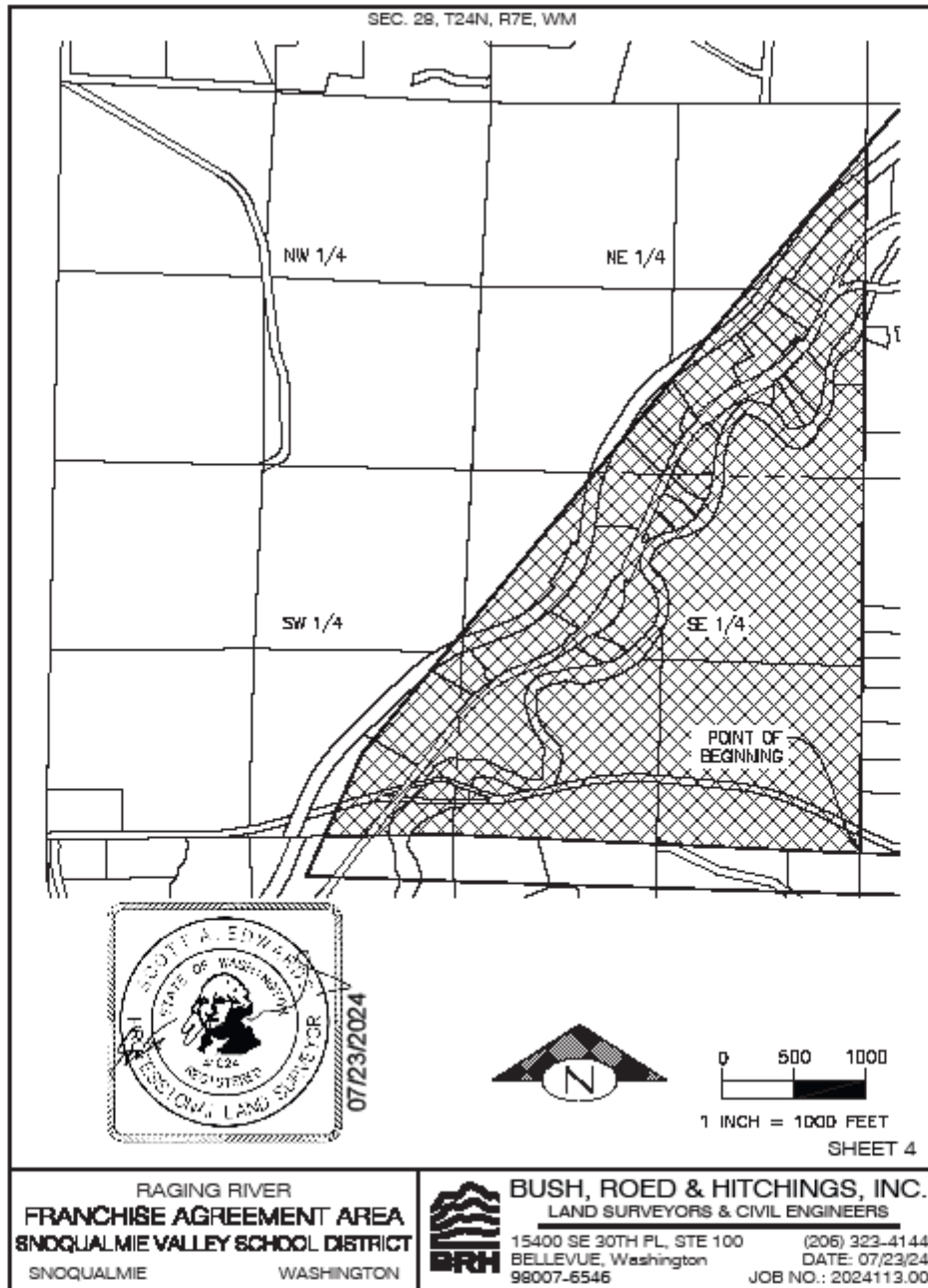


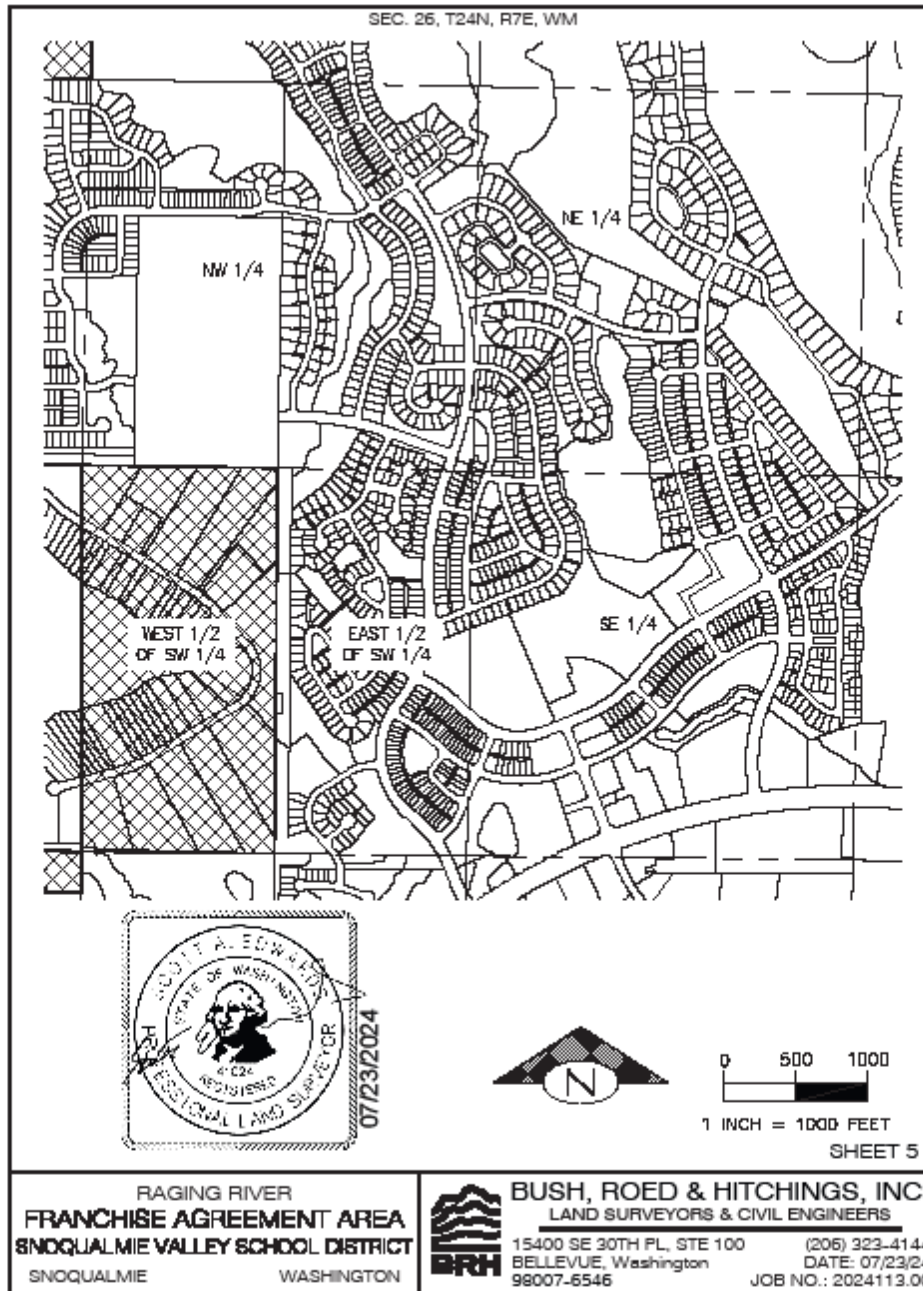
Raging River

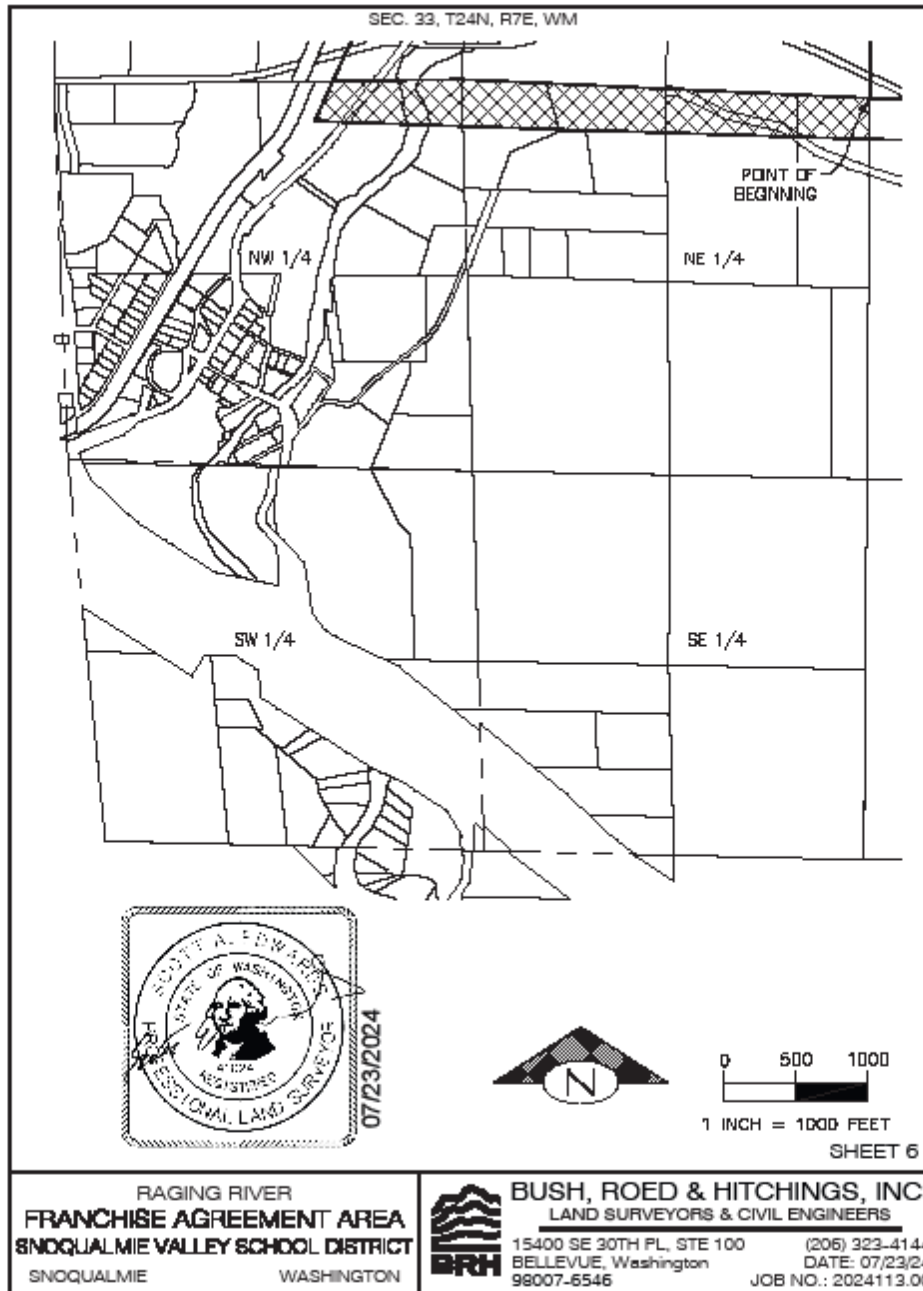


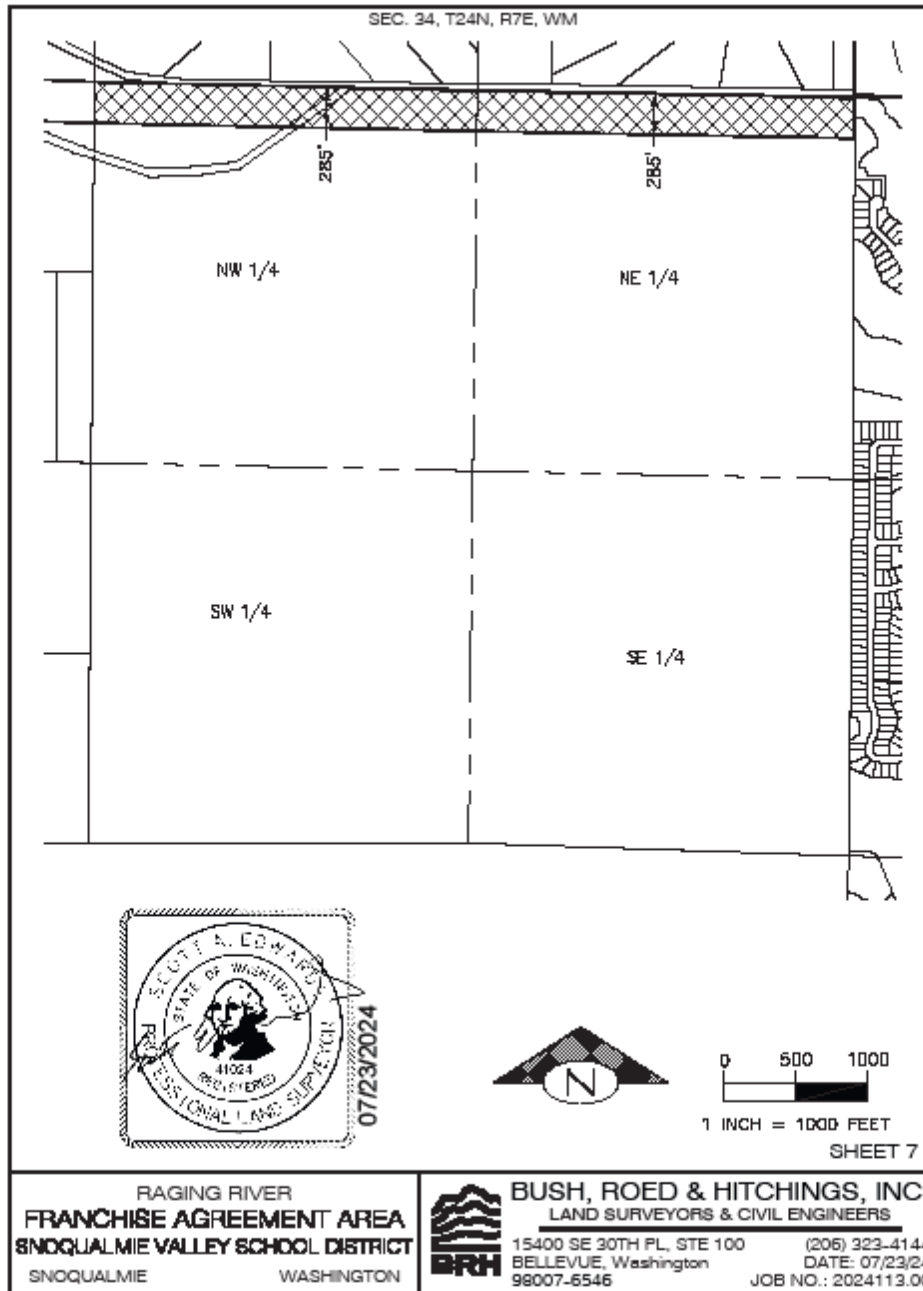




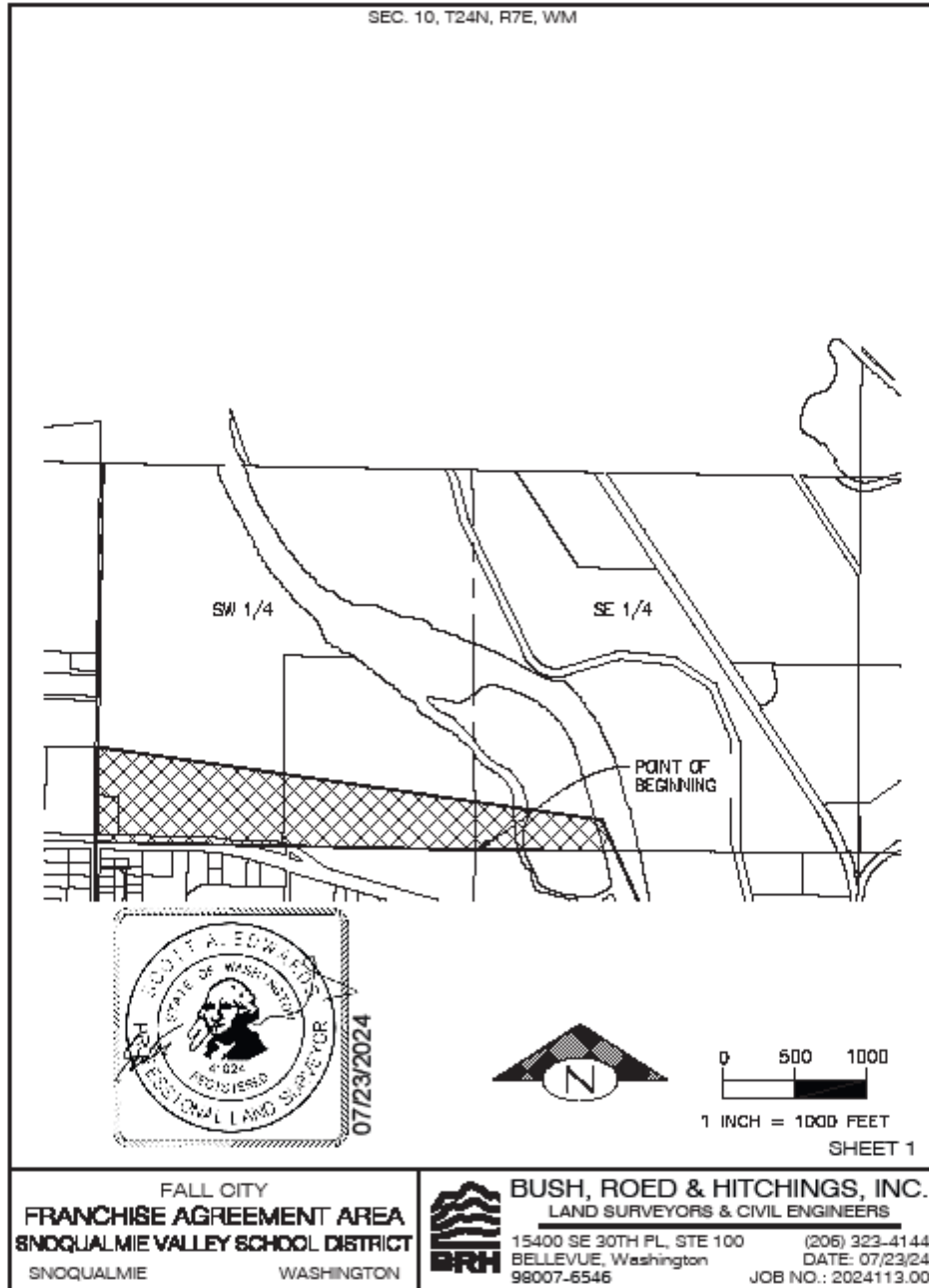


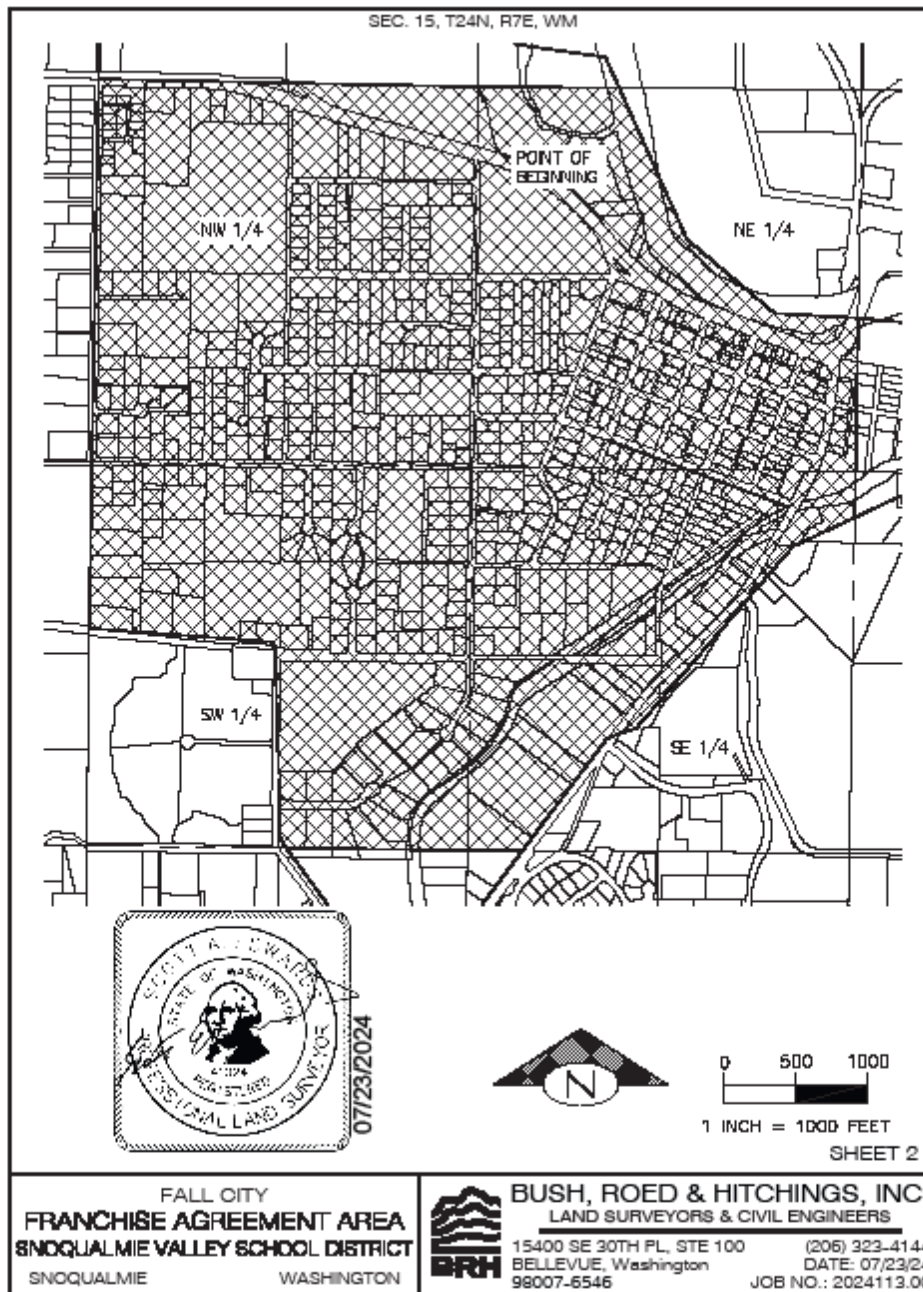


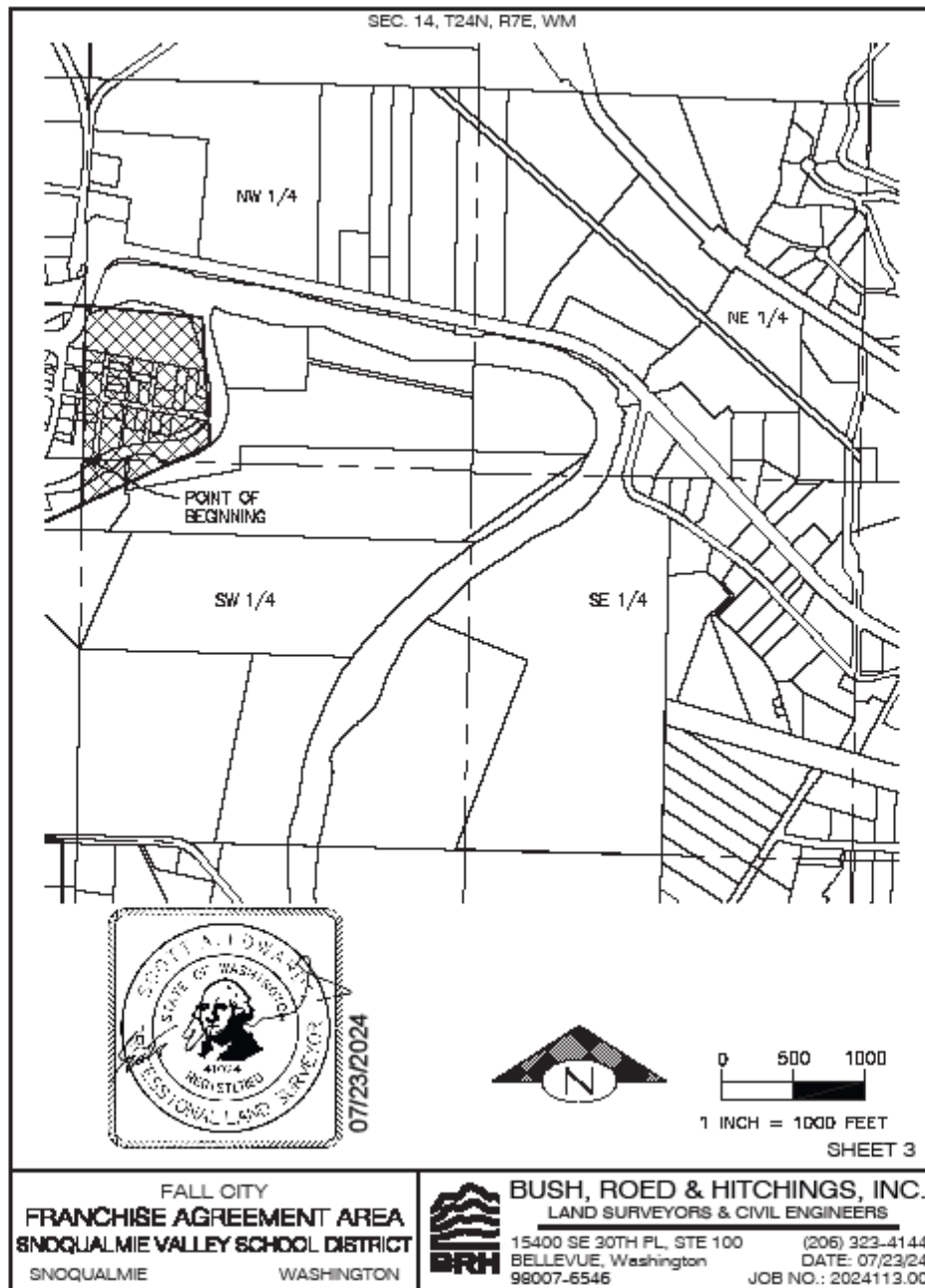




Fall City







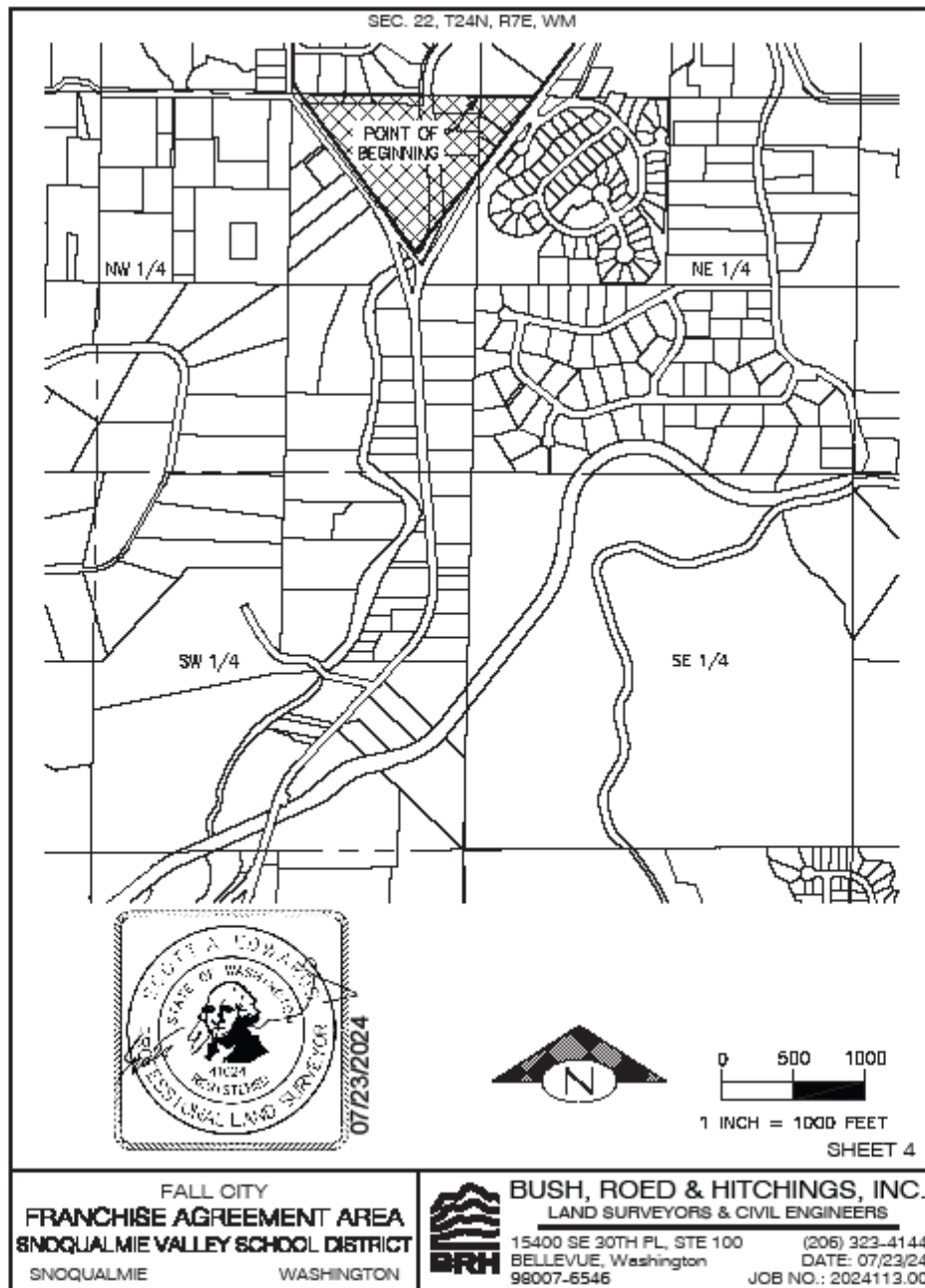


EXHIBIT C
ADDITIONAL LANGUAGE

EXHIBIT D

NON-STANDARD ADDITIONS TO FRANCHISE DOCUMENT



King County

Shannon Braddock

King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

August 21, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that would, if enacted, authorize King County to enter into a non-exclusive franchise agreement with the Snoqualmie Valley School District for the construction, operation, and maintenance of wireline telecommunications facilities in and along certain road rights-of-way in Council Districts 3 and 9 of unincorporated King County. The application and negotiated franchise agreement meets the criteria for approval under KCC 6.27.060.A and ensures a continuing service to the public.

Snoqualmie Valley School District is a K-12 public school district located in the communities of Snoqualmie, North Bend, Fall City, and surrounding areas in unincorporated King County. Snoqualmie Valley School District has built its own fiber optic network to connect all its schools and buildings.

This network includes aerial pathways on utility poles in King County and underground pathways using conduit installed in the King County public rights-of-way. The network provides high speed connections for access to internet, voice, and data services necessary for quality instruction and school district operations. Snoqualmie Valley School District is not a utility or telecommunications provider, as this service is only for its own purposes.

Thank you for your consideration of this proposed Ordinance. This important proposed legislation will support educational services for King County residents.

If your staff have questions, please contact Chris Jaramillo, Cable Compliance Officer and Manager, King County Department of Information Technology at 206-263-7881.

The Honorable Girmay Zahilay
August 21, 2025
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Braddock', with a stylized flourish at the end.

for

Shannon Braddock
King County Executive

Enclosure

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive
Stephanie Pure, Council Relations Director, Office of the Executive
Stephen Heard, Director, King County Department of Information Technology.

Ordinance/Motion:

Title: The execution of a franchise agreement with the Snoqualmie Valley School District

Affected Agency and/or Agencies: KCIT

Note Prepared By: Junko Keesecker

Date Prepared: 6/17/2025

Note Reviewed By:

Date Reviewed:

Description of request:

The execution of a franchise agreement with the Snoqualmie Valley School District, for use of certain King County road rights-of-way in unincorporated King County for the construction, operation, and maintenance of wireline telecommunications transmission facilities. No budgetary impact.

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
KCIT Cable Communications	10				
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
KCIT Cable Communications	10	KCIT			
TOTAL			0	0	0

Expenditures by Categories

	2025	2026-2027	2028-2029
TOTAL	0	0	0

Does this legislation require a budget supplemental? Yes/No

Notes and Assumptions:



King County

Metropolitan King County Council Local Services and Land Use Committee

STAFF REPORT

Agenda Item:	6	Name:	Nick Bowman
Proposed No.:	2026-0015	Date:	February 18, 2026

SUBJECT

Proposed Ordinance 2026-0015 approve a boundary revision to the City of Enumclaw to include the unincorporated portion of McHugh Avenue right-of-way.

SUMMARY

State law allows the county and a city to agree to revise the corporate boundary of the city to include any segment or portion unincorporated area road and right-of-way within the city limits. The revision to the boundary of a city becomes effective when approved by ordinance of the city and county. The City of Enumclaw proposes to include the unincorporated portions of McHugh Avenue right-of-way within their city limits. This Proposed Ordinance would complete the process.

BACKGROUND

The 2014 Strategic Plan for Road Services includes direction to “work actively with cities and the state to transfer responsibility for isolated urban roads to the adjacent city. These include half-streets (i.e., one side owned by a city and the other by the County), roads completely surrounded by city territory, and roads located on the urban growth boundary where consistent urban services are most appropriate.”¹

ANALYSIS

RCW 35A.21.210 allows for revision of the corporate limits of a city to include unincorporated area roads or portions of rights-of-way that adjoin the existing city boundary.

The Proposed Ordinance would transfer governance and fiscal responsibility of approximately 0.9 miles of McHugh Avenue in unincorporated King County to the City of Enumclaw. A map of this road segment is provided in Attachment A to the proposed ordinance.

¹ Strategic Plan for Road Services, 2014: <https://kingcounty.gov/depts/local-services/roads/strategic-planning.aspx>

According to the Executive, the City has a project to make sewer improvements along McHugh Avenue and believes it is in the best interest to have McHugh Avenue under the City's jurisdiction so that the City can complete its sewer improvements under City standards, provide urban levels of service to its residents, and any other future capital improvements of the public right-of-way.

The Enumclaw City Council approved Ordinance 2818 earlier this year to revise the City's corporate boundary to include the roadway segment within the City limits. Approval of the Proposed Ordinance would complete the revision of the corporate boundary of the City and would transfer responsibility for future road maintenance, operation and improvement with the City, instead of with the County.

The fiscal note states that there will be no direct cost reductions resulting from this proposal. However, according to the Executive, any resources that may have been spent on this segment of road could now be allocated elsewhere in the unincorporated area.

INVITED

- Rey Sugui, Intergovernmental Relations, Road Services Division, Department of Local Services

ATTACHMENTS

1. Proposed Ordinance 2026-0015 and its attachments
2. Transmittal Letter
3. Fiscal Note



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2026-0015.1

Sponsors Dunn

1 AN ORDINANCE revising the corporate boundary of the
2 city of Enumclaw to include the unincorporated portion of
3 McHugh Avenue right-of-way as provided for in RCW
4 35A.21.210.

5 STATEMENT OF FACTS:

- 6 1. RCW 35A.21.210 provides the mechanism to allow cities within King
7 County to adjust their boundaries to include the entire right-of-way of
8 roads within the city. RCW 35A.21.210(1) provides that "the governing
9 bodies of a county and any code city located therein may by agreement
10 revise any part of the corporate boundary of the city which coincides with
11 the centerline, edge, or any portion of a public street, road or highway
12 right-of-way by substituting therefore a right-of-way line of the same
13 public street, road or highway so as fully to include or fully to exclude the
14 at segment of the public street, road or highway from the corporate limits
15 of the city."
- 16 2. Revision of the corporate boundary of a city is effective upon approval
17 by the city council and county legislative authority as provided for in
18 RCW 35A.21.210(2).
- 19 3. King County has jurisdiction over portion of the road right-of-way for
20 McHugh Avenue in the area described in Attachment A to this ordinance.

21 4. The city of Enumclaw has a project along McHugh Avenue.

22 5. It is in the city and the county's best interest to amend the corporate
23 boundary of the city so that the entirety of the public right-of-way
24 described in Attachment A to this ordinance is located within the city so
25 that the city may make road improvements under city standards and
26 provide local services to its residents, including the maintenance, capital
27 improvements, and operation of the public right-of-way.

28 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

29 SECTION 1. Findings:

30 A. The corporate boundary of the city of Enumclaw coincides in part with the
31 centerline of the public right-of-way for McHugh Avenue in the area described in
32 Attachment A to this ordinance.

33 B. The city of Enumclaw city council approved Ordinance No. 2818 to revise the
34 city's corporate boundary to include the unincorporated portion of McHugh Avenue
35 public right-of-way into the corporate limits of the city.

36 C. Pursuant to RCW 35A.21.210(2), this boundary revision is not subject to
37 potential review by the boundary review board.

38 SECTION 2. The revision of the corporate boundary of the city of Enumclaw to
39 include McHugh Avenue public right-of-way currently within unincorporated King

40 County, legally described as set forth in Attachment A to this ordinance, is hereby
41 approved.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: A. Legal Description and Exhibit Map



City of Enumclaw
Job No. 693-002-024-0001
June 19, 2025

EXHIBIT A

LEGAL DESCRIPTION OF LAND TO BE ANNEXED TO THE CITY OF ENUMCLAW

That portion of the southeast quarter of Section 14, Township 20 North, Range 6 East, W.M., in King County, Washington, being more particularly described as follows:

BEGINNING at the southeasterly corner of Lot 1 of King County Exempt Segregation No. EMSC15-0034 as recorded under Recording No. 20160429900004, being a point on the northerly margin of Mc Hugh Avenue as shown on said exempt segregation AND being coincident with a line 20 feet northerly of and parallel with the south line of said Section 14;

THENCE easterly along said northerly margin to the east line of the west 110 feet of the east half of the west half of the southeast quarter of said Section 14;

THENCE southerly along said east line to said south line of Section 14;

THENCE westerly along said south line to a point of curvature on said northerly margin of Mc Hugh Avenue;

THENCE along said northerly margin, easterly along said curve to said line 20 feet northerly of and parallel with the south line of Section 14;

THENCE continuing along said northerly margin, being coincident with said parallel line to the POINT OF BEGINNING.

See attached Exhibit B.

\\esm8\engr\esm-jobs\693\002\024\document\ld-003.docx

33400 8th Ave S, Ste 205
Federal Way, WA 98003

Tel (253) 838 6113
Fax (253) 838 7104

Lynnwood (425) 297 9900
www.esmcivil.com

Civil Engineering
Land Surveying
3D Laser Scanning

Land Planning
Landscape Architecture
GIS

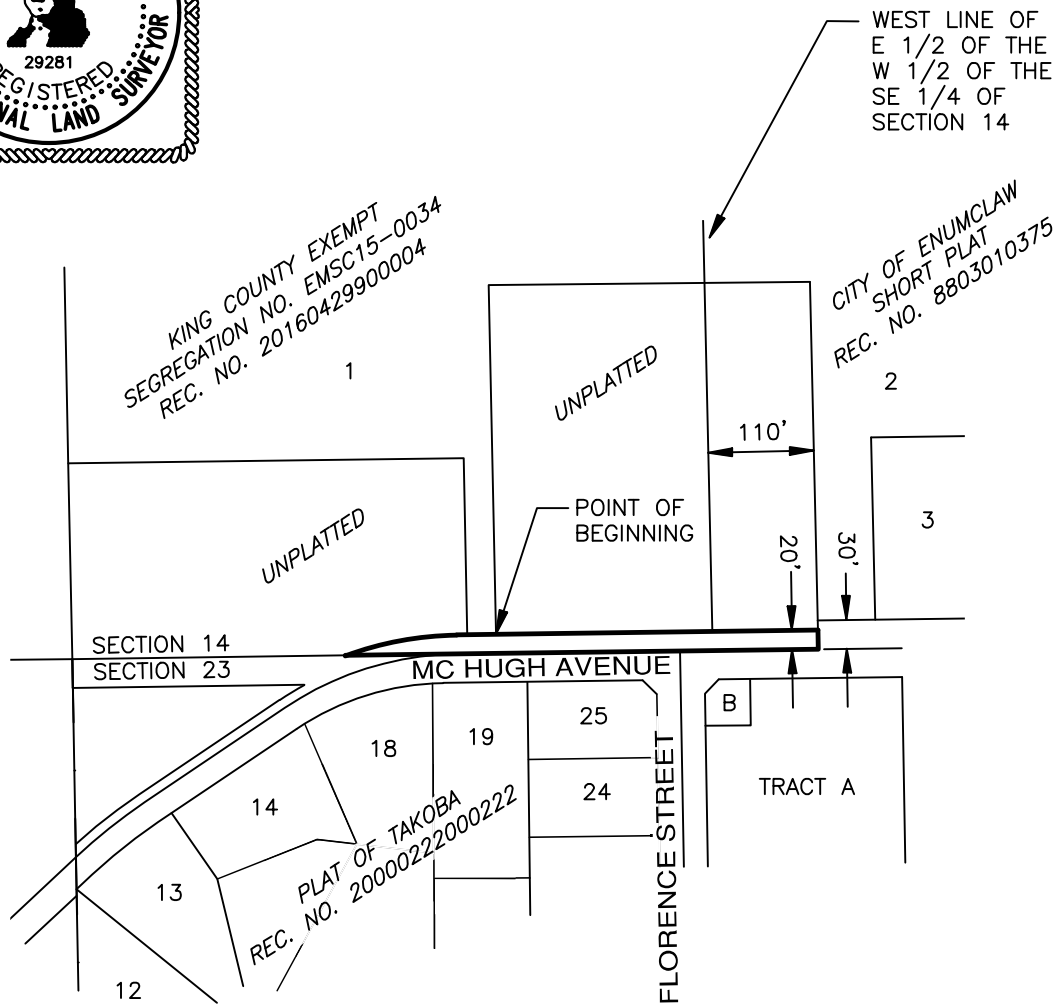
EXHIBIT B

TO ACCOMPANY LEGAL DESCRIPTION FOR ANNEXATION TO THE CITY OF ENUMCLAW

A PORTION OF SECTION 14, T. 20 N., R. 6 E., W.M.,
KING COUNTY, WASHINGTON



SCALE: 1"=200'



ESM		CONSULTING ENGINEERS LLC	
33400 8th Ave S, Suite 205 Federal Way, WA 98003			
www.esmcivil.com		FEDERAL WAY (253) 838-6113 LYNNWOOD (425) 297-9900	
Civil Engineering Public Works	Land Surveying Project Management	Land Planning Landscape Architecture	

JOB NO. 693-002-024
 DRAWING NAME : SR-04
 DATE : 2025-06-19
 DRAWN : C.A.F.



King County

Girmay Zahilay

King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

January 15, 2026

The Honorable Sarah Perry
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Perry:

This letter transmits a proposed Ordinance that, if enacted, would approve the revision of the City of Enumclaw's (City's) corporate boundary to include McHugh Avenue's right-of-way wholly within the City's jurisdiction, per Revised Code of Washington (RCW) 35A.21.210. Approval of this proposed Ordinance would transfer the governance and fiscal responsibility of this unincorporated road from the County to the City.

The County currently has jurisdiction over a portion of the road right-of-way for McHugh Avenue as described in Attachment A of the proposed Ordinance. The City has a project to make sewer improvements along McHugh Avenue. The County and City agree that it is in the best interest of both parties to have McHugh Avenue under the City's jurisdiction so that the City can complete its sewer improvements under City standards, provide urban levels of service to its residents, including operation and maintenance, and any other future capital improvements of the public right-of-way.

RCW 35A.21.210 establishes the procedures for this type of city boundary revision, which is not subject to review by the Boundary Review Board. Revision of the corporate boundary of a city is effective upon approval by the City Council and the County Council. Enumclaw City Council passed Ordinance 2818 to revise the City's boundary on September 8, 2025. The County Council's approval of the proposed Ordinance will approve the revision of the corporate boundary of the City, transferring governance and fiscal responsibility for local services to the City.

Thank you for your consideration of this proposed Ordinance. If your staff have questions, please contact Leon Richardson, Director of Local Services, at 206-263-3332.

The Honorable Sarah Perry
January 15, 2026
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Karan Gill". The signature is stylized with a large, sweeping "K" and a circular flourish at the end.

for

Girmay Zahilay
King County Executive

Enclosure

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Office of the Executive
Jasmin Weaver, Chief of Staff, Office of the Executive
Leon Richardson, Director, Department of Local Services (DLS)
Tricia Davis, Division Director, Road Services Division, DLS
Becka Johnson, Chief Administrative Officer, DLS

Ordinance/Motion: Ordinance

Title: Ordinance revising the corporate boundary of the city of Enumclaw to include portion of McHugh Avenue right-of-way

Affected Agency and/or Agencies: Road Services Division

Note Prepared By: Rey Sugui, Roads-Strategic Business Operations Section

Date Prepared: November 12, 2025

Note Reviewed By: Yana Dvoukhretchenski

Date Reviewed: November 26, 2025

Description of request:

An ordinance that approves the revision of the City of Enumclaw's (City) corporate boundary to include McHugh Avenue right-of-way wholly within the city's jurisdiction as provided for in Revised Code of Washington (RCW) 35A.21.210. Approval of this proposed Ordinance will transfer the governance and fiscal responsibility of this unincorporated road from King County to the City.

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
			0	0	0
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
TOTAL			0	0	0

Expenditures by Categories

	2025	2026-2027	2028-2029
TOTAL	0	0	0

Does this legislation require a budget supplemental? No

Notes and Assumptions:

There will be no cost reductions as a result of this proposal. However, any resources that would have been spent on this segment of

Local Services and Land Use Committee - 2026 Work Plan

In accordance with the Council's organizational motion, the Local Services and Land Use Committee considers and makes recommendations on policies relating to the following:

- Local government,
- Unincorporated and rural areas;
- Permitting and zoning, including housing issues related to permitting and zoning;
- County roads and bridges, including levies to support county roads and bridges;
- Emergency management;
- Local parks and trails;
- Salmon recovery and barriers to recovery such as culverts;
- Water supply;
- Water and sewer district plans;
- Growth management including
 - Regional planning,
 - Countywide planning policies,
 - Comprehensive Plan, and
 - Related housing issues;
- Annexations; and
- Resource lands, including agricultural, forestry, and mineral resources.

Key Legislation and Briefings for 2026

The work plan identifies key items and is not an exhaustive list of legislation and briefings that may be taken up in committee. Additionally, general time estimates are subject to change depending on transmittal date, agenda space, etc..

1st Quarter (January – March)

- Hazard Mitigation Plan (January)
- Temporary Use Permit Briefing (January)
- Housing Cooperation Agreement with King County Housing Authority (February)
- Building and Energy Code (March – May)
- Permit Application Review Performance Metrics Briefing (March)

2nd Quarter (April – June)

- Comprehensive Plan Performance Measures Framework (April)
- 2029 Comprehensive Plan Midpoint Timeline Changes (April)
- Update to Countywide Planning Policies for Black Diamond Growth Target Adjustment (April)
- Black Diamond Boundary Adjustment (April-December)
- Conservation Along Cedar River Briefing (May)

3rd Quarter (July – September)

- Title 13 (Water and Sewer Code) Update (July – October)
- Permit Application Review Performance Metrics Ordinance (August)
- Future of Land Use at Cedar River Landfill Briefings (August – October)
- Transportation Concurrency Report (September)

4th Quarter (October – December)

- 2029 Comprehensive Plan Midpoint Scope of Work (October – December)
- Permit Funding and Staffing Model Proviso Response (November)



King County

Metropolitan King County Council Local Services and Land Use Committee

STAFF REPORT

Agenda Item:	8	Name:	Erin Auzins
Proposed No.:	2026-0014	Date:	February 18, 2026

SUBJECT

Proposed Ordinance (PO) 2026-0016 would authorize the Executive to enter into a Housing Cooperation Agreement with the King County Housing Authority for an affordable manufactured home community project in the Skyway-West Hill subarea geography of unincorporated King County.

SUMMARY

State law allows for housing cooperation agreements between the County and the King County Housing Authority for development of affordable housing projects.

The Housing Cooperation Agreement with the King County Housing Authority would establish terms and conditions for development of a 30-unit manufactured home community affordable to households at or below 80 percent of area median income. The Housing Cooperation Agreement for this project includes waivers and modifications to development regulations, including tree replacement, setbacks, recreation and children's play areas, solid waste and recycling collection areas, and landscaping.

This PO is subject to a 30-day notice, which has been issued for a public hearing at the February 24, 2026 full Council meeting.

BACKGROUND

Housing Cooperation Agreements are authorized by Chapter 35.83 RCW. Through such an agreement between a housing authority and a local jurisdiction, the state law allows the county to modify development regulations for an affordable housing project. The Agreement is required to include the authorized exceptions, modifications, and waivers of building regulations and ordinances for the project identified in the agreement.

The state law does not put specific parameters on the types of regulations that can be modified or waived, or to what extent they may be modified or waived. There is caselaw to suggest that other laws, such as the Growth Management Act, still operate to constrain the boundaries of what can be modified or waived.

It appears that this will be the first Housing Cooperation Agreement between the County and the King County Housing Authority (KCHA).

ANALYSIS

Project Description. KCHA owns a 2.89-acre property within the Skyway-West Hill subarea geography and proposes to construct a manufactured housing community consisting of approximately 30 manufactured homes affordable to households earning eight percent of area median income or less. There is a site map included within the Housing Cooperation Agreement (HCA). The site map shows 30 manufactured home sites with carports for two vehicles for each unit, an internal access road, two recreation areas and a children's play area, a protected steep slope hazard area, a few additional parking spaces, and a refuse collection point.

The project site is zoned residential, 24 dwelling units per acre (R-24), with P-suffix WP-10, which states:

The use of this parcel shall be limited to manufactured home communities, community residential facilities, senior assisted housing, daycares, and religious facilities. Redevelopment of the parcel results in the permanent displacement of existing residents shall require an agreement approved by the council, which include provisions for notification to residents, relocation assistance and right to return options for displaced residents. The parcel shall not be subject to a minimum density requirement.

Key Terms of Agreement.

Vesting. The HCA establishes a vesting date of five years from the effective date of the agreement. This means that the project will be regulated by the regulations in place at the time the agreement is effective, for a period of five years. If the project does not have complete applications submitted within that five-year period, it would be subject to the regulations in place at the time complete application is submitted.

Code Exceptions. The substantive part of the agreement is the section that identifies which development regulations are waived or modified for the project. The HCA identifies the following waivers and modifications:

- Tree replacement (K.C.C. 16.82.156.E.) would be modified to require what is shown in an Attachment to the HCA. This is a reduction from what the Code would require.
- Minimum Street Setbacks (K.C.C. 21A.09D.030.A.3.) would be modified to allow a minimum ten-foot driveway between each carport and the street property line. The underlying code would require a 20-foot driveway.
- Setback projections (K.C.C. 21A.12.170 and 21A.14.160.F.) would be modified to allow accessory structures (including carports and uncovered porches) to be located within the required 5-foot setbacks, subject to using noncombustible materials and other specific requirements for manufactured home communities.

- Recreation Area Dimensions (K.C.C. 21A.14.180.C.5.) would be modified to allow a 6-foot minimum dimension for recreational spaces. The underlying code would require a 30-foot minimum for any single dimension.
- Recreation Area Configuration (K.C.C. 21A.14.180.C.6.) would allow recreational areas to be located at two noncontiguous locations, where the Code would require one contiguous location. The total area would for recreational areas would exceed the minimum square footage otherwise required by K.C.C. 21A.14.180.A.2.
- Recreation Facilities (K.C.C. 21A.14.180.E.3.) would allow the on-site recreation facilities as shown on the site plan. It appears the underlying Code would not allow a resident pavilion, as shown on the site plan, to meet the requirements of an on-site recreation area.
- Children's Play Area (K.C.C. 21A.14.180.E.1.a.) would be modified to allow 20 square feet of children's play area per unit, while the underlying Code would require 45 square feet per unit. The HCA states that total area of the children's play area would be at least 600 square feet.
- Solid Waste Collection Point (K.C.C. 21A.14.210.B.4.) would waive the requirement for the collection point be within 200 feet of any unit.
- Recyclable Storage Design (K.C.C. 21A.14.210.D.) would waive requirements for the recyclables storage for full enclosure of the area, for roofing, or to require a gate. A three-sided enclosure would be allowed.
- Fences (K.C.C. 21A.14.220.A.1.c.) would allow fences located on a rockery, retaining wall, or berm to be within the required setback area, and would allow fences to be opaque, rather than an open-work fence.
- Street Frontage Landscaping (K.C.C. 21A.16.050) would limit the required street frontage landscaping to South 129th Street.
- Interior Landscaping (K.C.C. 21A.16.060.B.) would waive the requirement for 5 feet of Type II landscaping along the interior property lines to the west, south, and east.
- Off-Street Parking Spaces (K.C.C. 21A.18.110.K.1.) would allow off-street parking spaces to be located in required setbacks.

Other Waivers. The HCA or underlying Code include additional waivers and modifications, including:

- KCHA has received a road variance for access to South 129th Street for site distance, center turn lane width, and shoulder width from the Road Services Division. This is a separate approval from the HCA, and there is language in the HCA that states that regulations in Title 21A are waived or modified to comply with those standards.
- The HCA also includes language that allows the Permitting Division to waive or modify development regulations that would "make development of the Housing Project impractical, inconvenient, unduly expensive, or unduly delayed" subject to criteria.
- The Code allows for administrative waivers and modifications to surface water requirements, road design, building code, fire code, and the zoning code. These

would be approved after the HCA is effective, and subject to the criteria in the Code or adopted policy.

Permit Processes. The HCA includes language regarding permit application and review procedures:

- Require that substantive issues be identified as early in the review process as possible, that KCHA submit "complete and accurate" materials to avoid requests for additional information, that issues be clarified, and that instructions are not conflicting.
- Requires that the permit review be prioritized, as an affordable housing project, which is consistent with Permitting's procedures.

SEPA Review and Public Notice. KCHA acted as lead agency for the project and Housing Cooperation Agreement and completed SEPA review.

The PO has been noticed for a public hearing at the February 24, 2026 full Council meeting.

INVITED

- Ty Peterson, Commercial Product Line Manager, Permitting Division, Department of Local Services
- Tricia Davis, Division Director, Road Services Division, Department of Local Services
- Joann Kosai-Eng, County Road Engineer, Road Services Division, Department of Local Services

ATTACHMENTS

1. Proposed Ordinance 2026-0014 with its attachment



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2026-0014.1

Sponsors Lewis

1 AN ORDINANCE authorizing the executive to enter into a
2 housing cooperation agreement with the Housing Authority
3 of the County of King to facilitate the development of low-
4 income housing in accordance with chapter 35.83 RCW.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 **SECTION 1. Findings:**

7 A. According to the Washington Center for Real Estate Research at the
8 University of Washington, the median home price in King County nearly doubled from
9 2015 to, while median household income as reported by the Federal Reserve Bank of St.
10 Louis has increased by only approximately fifty percent over the same period, putting the
11 dream of owning a home out of reach for many King County middle and lower income
12 households.

13 B. Homeownership provides quality housing and is one of the most important
14 assets in building wealth, particularly for middle- and lower-income households.

15 C. The Housing Authority of the County of King ("KCHA"), in partnership with
16 the Manufactured Housing Community Preservationists ("MHCP"), a Washington
17 nonprofit corporation, is proposing to develop a manufactured housing community
18 consisting of thirty two-, three-, and four-bedroom homes that will be affordable and sold
19 to low-income households with incomes at or below eighty percent of the area median
20 income on undeveloped property located at 5901 South 129th Street in the Skyway-West

21 Hill Community Service Area ("Skyway-West Hill Subarea") of King County,
22 Washington ("the housing project").

23 D. The site consists of Assessor's Parcel Number ("APN") 2172000470 currently
24 consisting of 2.89 acres. In cooperation with MHCP, the site will be expanded through a
25 boundary line adjustment (File No. BLAD24-0032), to adjust the property line adjacent
26 to MHCP's manufactured housing community at 12929 Martin Luther King Way, APN
27 2172000612, to exceed the three-acre minimum lot size required under the King County
28 Code.

29 E. The housing project is located between two existing manufactured housing
30 communities, owned and operated by MHCP.

31 F. The housing project is fully funded, including two million nine hundred
32 thousand dollars from King County's housing finance program, and will be ready for
33 construction once development permits are issued.

34 G. The property is zoned as Urban Residential, twenty-four dwelling units per
35 acre, subject to parcel-specific condition "WH-P10," which allow use of the property as
36 mobile home park, community residential facilities, senior assisted housing, daycares,
37 and religious institutions, and does not subject the property to minimum density
38 requirements.

39 H. Due to the size, configuration, and topography of the property, strict
40 compliance with certain King County development regulations and ordinances, primarily
41 intended for single family subdivisions, significantly limits the number of manufactured
42 homes that can be constructed on the property or will preclude development of the site
43 altogether, if not varied or waived by the county.

44 I. The Housing Cooperation Law, chapter 35.83 RCW, includes RCW 35.83.010,
45 which states, "it is a proper public purpose for any state public body to aid any housing
46 authority operating within its boundaries or jurisdiction or any housing project locate
47 therein, as the state public body derives immediate benefits and advantages from such an
48 authority or project."

49 J. For the purpose of aiding and cooperating in the development of a housing
50 authority project, the Housing Cooperation Law expressly allows state public bodies,
51 including counties, to "plan or replan, zone or rezone" and "make exceptions from
52 building regulations and ordinances" and "[d]o any and all things, necessary or
53 convenient to aid and cooperate in the planning, undertaking, construction or operation of
54 such housing projects."

55 K. RCW 35.83.060 authorizes state public bodies to exercise the powers of the
56 Housing Cooperative Law through legislation adopted by a majority of the members of
57 its governing body and the King County council is the governing body of King County.

58 L. The county desires to cooperate with KCHA in the planning, permitting, and
59 undertaking of the housing project, by authorizing certain exceptions, modifications, and
60 waivers that do not impact the safety of residents and neighbors but will increase the
61 amount of affordable homeownership opportunities to households earning eighty percent
62 of the area median income or lower within the Skyway-West Hill Subarea.

63 M. The Housing Cooperation Law provides that the aid and cooperation provided
64 by the county can be effectuated by an agreement between the county and KCHA that
65 sets forth the authorized exceptions, modifications, and waivers of building regulations

66 and ordinances as set forth in the Housing Cooperation Agreement attached to this
67 ordinance as Attachment A.

68 N. As set forth in the Skyway-West Hill Community Service Area Subarea Plan
69 ("the subarea plan"), the county has identified preventing displacement of residents as a
70 key priority in the Skyway-West Hill Subarea, having incorporated certain regulations
71 and policies intended to preserve manufactured housing communities, but also
72 recognizing that the county will need to evaluate the effectiveness of these strategies and
73 adjust as needed.

74 O. Policy SWH-6 of the subarea plan reflects the priority cited in subsection N.
75 of this section by specifying as follows: "Support new residential development that is
76 consistent with the community's new residential development that is consistent with the
77 community's vision, particularly affordable homes and rentals, homeownership
78 opportunities for first time and moderate-income families, economically and racially
79 diverse neighborhoods, and vibrant communities."

80 P. Development of additional manufactured housing communities in the Skyway-
81 West Hill Subarea is consistent with the policies and key priorities identified in the
82 Subarea Plan.

83 SECTION 2. The county executive is authorized to execute a housing
84 cooperation agreement, substantially in the form of Attachment A to this ordinance, with

85 the Housing Authority of the County of King to facilitate the development of low-income
86 housing in accordance with chapter 35.83 RCW.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: A. Housing Cooperation Agreement

HOUSING COOPERATION AGREEMENT

This Housing Cooperation Agreement (“Agreement”) is by and between the Housing Authority of the County of King (“KCHA”), a public body corporate and politic of the State of Washington, and the County of King (“County”), a political subdivision of the State of Washington. Also referred to hereinafter as “Party” and collectively the “Parties”.

Recitals

- A. KCHA owns certain undeveloped property located at 5901 S. 129th Street in the Skyway-West Hill Community Service Area (“Skyway-West Hill Subarea”) of King County, Washington, Assessor’s Parcel Number (“APN”) 2172000470 (the “Property”), currently consisting of 2.89 acres.
- B. The Property is zoned as Urban Residential, 24 dwelling units per acre (“R24”), subject to parcel-specific condition “WH-P10” which limits use of the Property to mobile home park, community residential facilities, senior assisted housing, daycares, and religious institutions, and does not subject the Property to minimum density requirements.
- C. The Property is located between two (2) manufactured housing communities, owned and operated by Manufactured Housing Community Preservationists, a Washington nonprofit corporation (“MHCP”), and zoned R24 subject to the same parcel-specific condition, “WH-P10.”
- D. As set forth in the Skyway-West Hill Community Service Area Subarea Plan (“Subarea Plan”), the County has identified preventing displacement of residents as a key priority in the Skyway-West Hill Subarea, having incorporated certain regulations and policies intended to preserve manufactured housing communities, but also recognizing that the County will need to evaluate the effectiveness of these strategies and adjust as needed.
- E. Policy SWH-6 of the Subarea Plan reflects this priority by specifying as follows: “Support new residential development that is consistent with the community’s new residential development that is consistent with the community’s vision, particularly affordable homes and rentals, homeownership opportunities for first time and moderate-income families, economically and racially diverse neighborhoods, and vibrant communities.”
- F. Development of additional manufactured housing communities in the Skyway-West Hill Subarea is consistent with the policies and key priorities identified in the Subarea Plan.
- G. KCHA desires to develop a mobile home park/manufactured housing community on the Property consisting of approximately 30 homes affordable to households

earning 80% AMI or less ("Housing Project"), in cooperation with MHCP including, but not limited to, completing a boundary line adjustment of the Property with the County Department of Local Services ("Department"), File No. BLAD24-0032 ("BLA"), to adjust the property line adjacent MHCP's manufactured housing community at 12929 Martin Luther King Way, APN 2172000612, and expand the Property (the "Site") to exceed the three (3) acre minimum lot size required to establish the Housing Project under the King County Code ("KCC" or "Code").

- H. On August 17, 2023, KCHA conveyed 3.2 acres of undeveloped and heavily forested land constituting the property at 5155-5525 South 129th Street, Seattle, WA, 98178, to the County for the express purpose of retaining said property in a "forested park like setting" to mitigate potential tree removal impacts related to the Housing Project.
- I. The County desires to cooperate with KCHA in the planning, permitting, and undertaking of the Housing Project, which will increase the amount of affordable homeownership opportunities to households earning 80% AMI or lower within the Skyway-West Hill Subarea.
- J. Strict compliance with certain development regulations and ordinances, codified in KCC Titles 16, 19A, and 21A, significantly limits the number of manufactured homes that can be constructed on the Site and/or preclude the Housing Project if not varied or waived by the County.
- K. The Washington State Legislature has adopted the Housing Cooperation Law (chapter 35.83 RCW), declaring in RCW 35.83.010 that "it is a proper public purpose for any state public body to aid any housing authority operating within its boundaries or jurisdiction or any housing project located therein, as the state public body derives immediate benefits and advantages from such an authority or project."
- L. The Housing Cooperation Law in RCW 35.83.030(8) specifically authorizes counties to "[d]o any and all things, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of such housing project."
- M. The Housing Cooperation Law authorizes agreements between counties and public housing authorities related to housing developments and permits counties to waive local regulations and land use controls related to such developments by resolution or ordinance, as appropriate.

NOW, THEREFORE, in conformance with chapter 35.83 RCW, the Housing Cooperation Law, the parties agree as follows:

1. Effective Date and Intent.

1.1 Effective Date. This Agreement becomes effective upon the County’s adoption of this Agreement by ordinance and execution by the authorized representatives of KCHA and the County.

1.2 Intent. It is the intent of this Agreement for the Parties to cooperate on the Housing Project, by providing an alternative pathway to certain aspects of the permit review and approval processes in KCC Titles 16, 19A, and 21A, including in some instances the process for obtaining variances and modifications. The Agreement is also intended to govern and vest the development of the Housing Project with agreed conditions, project elements, standards, and obligations as provided herein.

2. Term and Vesting.

2.1 Term. The term of this Agreement shall be eight years.

2.2 Vesting Period. The vesting date (“Vesting Date”) is the Effective Date of this Agreement. The Housing Project is vested to the provisions of this Agreement, and where this Agreement is silent, the development regulations, and/or modifications or waivers allowed by Code on the Vesting Date. The term development regulations (“Development Regulations”) shall have the same meaning as defined in KCC 20.08.105 and include KCC Titles 14, 19A, and 21A and Chapter 16.82. For purposes of applying for any required permits associated with the Housing Project, the vesting period associated with this Agreement shall terminate five (5) years after the Vesting Date (“Vesting Period”).

2.3 Vesting Exceptions. During the Vesting Period, the County shall not impose on the Housing Project any modified or new or additional Development Regulations that have the effect of modifying the approval and vesting provided by this Agreement, except where necessary to address serious public health and safety hazards or any new federal or state statutes, rules, regulations, administrative interpretations or court decisions that add regulatory requirements on the County that it must enforce that are not subject to a vesting or safe harbor clause that would delay the County’s enforcement responsibility beyond the life of this Agreement.

This Agreement governs land use approvals for the development of the Housing Project on the Property. Individual applications for lots and/or tracts shall at all times shall be subject to relevant building code, fire code, electrical code, stormwater (for lots and/or tracts and The Housing Project) and other regulations as may be required and administered by the appropriate authorities thereof. Any vesting to the King County Surface Water Design Manual shall be in accordance with King County's Phase 1 Municipal Stormwater Permit.

3. Development Plan. KCHA shall develop or cause to be developed the Housing Project in substantial compliance with the site plan attached hereto as Attachment 1 and incorporated hereto by reference (the “Site Plan”). Subject to County approval of a binding site plan under KCC Title 19A, the Site Plan shall include separate divisions of land for the following purposes: (1) lease of mobile home/manufactured housing lots, (2) access/parking, (3) recreation/open space areas, and (4) sensitive areas. Access/parking, recreational/open space, and sensitive area tracts shall be considered undivided interests not subject to property assessment. The Site Plan, as approved by the County through the binding site plan process, shall govern the Housing Project for the term of this Agreement. An approved and recorded binding site plan on the Property which incorporates conditions set forth in Section 6 and compliance with the vested Development Regulations shall remain valid notwithstanding termination of this Agreement.

4. Development Plan Assumptions. The Site Plan attached hereto as Attachment 1 makes certain assumptions, including but not limited to the results of required geotechnical analysis. If such assumptions prove to be incomplete or incorrect, the County may require amendments to the Site Plan and associated approvals.

5. County Approval and Code Exceptions. Subject to compliance with all required permit processes, as further described in this Section 5 below, the County hereby approves of KCHA developing the Housing Project in substantial compliance with the Site Plan and the terms of this Agreement. The County hereby waives compliance with, or adopts exceptions to, the following Code requirements to the extent applicable and in accordance with the proposed Site Plan:

5.1. KCC 16.82.156.E. Permitted Tree Replacement Standards. Replacement of removed trees to develop the Housing Project shall be satisfied by the Tree Replacement Plan, attached hereto as Attachment 2, which includes 61 trees with a minimum diameter of two (2) caliper inches and seven (7) trees with a minimum diameter of three (3) caliper inches comprising a total of 164 caliper inches of new trees, pursuant to the caliper inch calculation formula codified in KCC 16.82.156.E.2., planted throughout the interior of the Site Plan.

5.2. KCC 21A.09D.030.A.3. Minimum Street Setback. Subject to approval by the Department, allow for a minimum ten (10) feet of linear driveway between carports and the street property line.

5.3. KCC 21A.12.170 and 21A.14.160.F. Setbacks - projections and structures allowed. Accessory structures (including but not limited to noncombustible carports and uncovered porches) may extend into or be located within required setbacks,

provided the Housing Units and accessory structures are located consistent with criteria specified in KCC 21A.14.160.F.

5.4. KCC 21A.14.180.C.5. Recreation Area Dimensions. Allow a six (6) foot minimum dimension for recreational spaces.

5.5. KCC 21A.14.180.C.6. Recreation Area Configuration. Allow for recreational areas to be located at two (2) non-contiguous locations that in total exceed the minimum square-footage required by KCC 21A.14.180.A.2.

5.6. KCC 21A.14.180.E.3. Recreation Facilities. The proposed recreation areas, as shown on the Site Plan, shall satisfy the recreation facilities requirement..

5.7. KCC 21A.14.180.E.1.a. Children's Play Area. Allow for a minimum 600 square feet total of children's play area, which calculates to 20 square feet per unit.

5.8. KCC 21A.14.210.B.4. Solid Waste Collection Point. Allow for no minimum distance between the collection point for recyclables and the furthest Housing Unit.

5.9. KCC 21A.14.210.D. Recyclable Storage Design. Collection points for recyclables shall not require full enclosure, roofing, or gated openings. A three-sided enclosure shall be allowed.

5.10. KCC 21A.14.220.A.1.c. Fences. For fences located on a rockery, retaining wall, or berm within a required setback area, allow entire fence to be opaque, rather than an open-work fence.

5.11. KCC 21A.16.050. Landscaping Street Frontages. An average width of ten (10) feet of Type III landscaping shall only be required along street frontage adjacent to South 129th Street.

5.12. KCC 21A.16.060.B. Landscaping Interior Lot Lines. No perimeter landscaping shall be required between the Site and any adjacent properties nor along interior lot lines between Housing Units.

5.13. KCC 21A.18.110.K.1. Off-Street Parking Spaces. Required parking shall be allowed within required setbacks.

5.14. Road Standards. Any regulation set forth in KCC Title 21A requiring compliance with King County road standards shall be varied and/or waived consistent with any approval of a variance or waiver by the Department of Local Services Road Services Division.

5.15. Other Requirements. Any other permitting requirement or development regulation that the Department, in its sole discretion, finds would make development of the Housing Project impractical, inconvenient, unduly expensive, or unduly delayed, provided that this waiver would not be contrary to other laws, respects an area where the County has express authority, and does not apply to material life safety, public

health, or similar regulations materially affecting the health, safety, or welfare of King County residents. Any waiver granted pursuant to this Section shall be approved by the County's Department of Local Services Director, or his or her designee. The County's exercise of discretion regarding additional waiver requests pursuant to this Section shall not be subject to the dispute resolution provisions of Section 10.

6. Existing Code Exceptions. Code exceptions approved by the Department subject to this Agreement shall be in addition to modifications or waivers that are currently allowed by Code, including but not limited to KCC Titles 9, 14, 16, 17, and 21A.

7. SEPA Review. KCHA shall act as the lead agency for SEPA review of the Housing Project, pursuant to WAC 197-11-926. KCHA issued a Mitigated Determination of Nonsignificance ("MDNS") for the Housing Project on May 5, 2025, a Revised MDNS ("RMDNS") on June 3, 2025, and a SEPA Addendum on December 11, 2025. Applications for permits subsequent to the execution of this Agreement including but not limited to building permits, construction permits, grading permits, variances, and land use permits may be subject to additional SEPA review.

8. Permit Processes. Nothing in this Agreement shall be construed as exempting KCHA's proposal to develop the Housing Project from the County's usual permit review processes applicable to such developments, including but not limited to, binding site plan review, critical area review, commercial site development permit review, and civil plan review. The purpose of this Agreement is to modify or waive certain substantive requirements that would otherwise apply to KCHA's development of the Housing Project. Development of the Housing Project shall remain subject to applicable state building codes and inspection requirements. Notwithstanding the foregoing, the parties agree to the following permit application and review procedures:

8.1. Identification of Substantive Issues. The Parties shall use their best efforts to identify any and all substantive issues that could affect binding site plan design and project permit/approval review as early as possible in the review process and to provide complete and accurate submittals to minimize or avoid requests for additional information, to clarify issues and to avoid conflicting instructions, recommendations or decisions during later site plan or permit/approval reviews.

8.2. Complete Application and Concurrent Review. King County agrees that pursuant to Code, KCHA's binding site plan application and site development permit application shall be deemed complete pursuant to K.C.C. 20.20.040 and .050 prior to, or concurrent with, or after receiving approval for the BLA, accompanying critical area review, and variances ("Preliminary Approvals"). Such Preliminary Approvals, if not

already approved, shall be processed concurrently with the binding site plan and/or site development application review.

8.3. Road Variances and Alternative Materials and Methods. King County agrees that KCHA may apply for road variance applications, requests for project modifications and/or waivers, requests for alternative materials and methods (IFC 104.9) and/or requests for alternative materials, alternate design and methods of construction (IFC 104.10) prior to, concurrent with, or after the binding site plan application, commercial site development permit application, or other project development approval. King County further agrees to integrate the review and processing of such variance applications and alternate fire and building code requests with the binding site plan application, commercial site development permit application, or other project development approval to facilitate efficient decision making on all aspects of project review. Such reviews will be processed concurrent with the review tasks and consistent with the review durations described in this Section.

8.4. Prioritization of Permit Review. King County agrees to apply the Department of Local Services Permitting Division Standard Operating Procedure (“SOP”) #002, titled “Prioritization of Permit Types,” made effective April 16, 2025, to prioritize permit submittals made by KCHA for the Housing Project. King County further agrees to review submittals by KCHA for the Housing Project according to the permit review timelines introduced on January 1, 2025, pursuant to the requirements of Senate Bill 5290, which mandates that King County must issue a final decision within 100 days of determination of completeness, at the very latest, for all applications requiring public notice. King County further agrees to schedule correction meetings within seven (7) calendar days from the end of an application review cycle with all King County reviewers and KCHA design team in attendance. This section shall apply through the Vesting Period.

9. Dispute Resolution.

9.1 The Parties agree to negotiate in good faith to resolve any disputes arising under this Agreement, including any default, controversy or claim arising out of, or relating to, this Agreement, or any breach thereof. Neither Party may seek relief in a court of law or any other forum until and unless the dispute resolution process set forth in this Section has been completed in good faith, except that nothing in this section shall require a Party to postpone seeking injunctive or other equitable relief if it believes in good faith such relief is needed.

9.2 The Parties shall designate representatives (“Designated Representatives”) for purposes of managing this Agreement and the dispute resolution process under this Section 5. The Parties’ Designated Representatives shall be the persons identified in

Section 14.5 to receive notice for the County and for KCHA respectively, or such other persons as they may designate in writing from time to time by giving notice. The Parties' Designated Representatives shall communicate regularly to discuss the status of the Project and all submittals or supplemental materials requested or reasonably required in connection with this Agreement and to prevent disputes from arising.

9.3 If a dispute arises, then the Parties' Designated Representatives shall confer and attempt to resolve the dispute promptly and at minimum within twenty (20) business days of written notification by either Party. The conference may be in person or by other means, such as telephone conference or videoconference.

9.4 If the Parties cannot resolve the dispute utilizing the process in Subsection 5(c), the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs, and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation, then each participant shall pay an equal share of mediator's fees, costs, and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation. Remedies at mediation may include termination of this Agreement.

9.5 During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.

10. Compliance with Applicable Law; Authority. Except to the extent expressly waived herein, KCHA shall comply, and shall cause its contractors to comply, with all applicable County, state, and federal laws and regulations, including stormwater management regulations, and shall certify such compliance to the County upon request by the County. KCHA shall hold the County harmless from any loss, damage, expense, claim or demand (including costs and attorneys' fees) resulting from KCHA's failure to comply with any applicable County, state, or federal law in connection with development of the Housing Project. The Parties shall comply with, among other laws and regulations, the requirements of the Open Public Meetings Act, Public Records Act, Growth Management Act, and the State Environmental Policy Act. Nothing in this Agreement shall restrict or limit the rights of the County to enforce its code or otherwise exercise its police powers.

11. Release of King County. KCHA, on behalf of itself, its directors, officers, representatives, employees and agents, (the "KCHA Parties") hereby waives, releases, acquits, and forever discharges the County, and all of its affiliated organizations, and its elected officials, officers, employees, representatives, agents, consultants, contractors and subcontractors (the "County Parties"), of and from any and all claims, actions, causes

of actions, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which KCHA or any KCHA Parties now have or which may arise in the future on account of or in any way related to or in connection with any past, present or future aspect, feature, characteristic, circumstance or condition arising out of this Agreement, provided however, that such release shall not apply or extend to (i) the representations, warranties, covenants and obligations of the County under this Agreement, and (ii) negligent acts or omissions or willful misconduct by the County Parties.

12. Indemnities. Each Party shall indemnify, defend and hold harmless the other Party and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liens, demands, losses, damages, costs, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees, reasonable costs of defense, and reasonable costs and expenses of all experts and consultants) ("Claim"), which are caused by or result from any negligent act or omission of the Party's own officers, agents, and employees arising directly out of the terms of this Agreement. For the avoidance of doubt, the County's grant of variances as described and provided under Section 6 shall not constitute negligence for the purposes of this indemnity. In the event of concurrent negligence, each Party shall indemnify, defend, and hold the other Party harmless only to the extent of the indemnifying Party's negligence. The indemnification to the County contained in this Section 13 shall be for the benefit of the County as an entity, and not for members of the general public.

In the event that any suit based upon a Claim is brought against a Party, the Party whose sole negligent actions or omissions gave rise to the claim shall defend the other Party at the indemnifying Party's sole cost and expense; and if final judgment be rendered against the other Party and its officers, agents, and employees or be rendered jointly against the Parties and their respective officers, agents, and employees, the Party whose sole negligent actions or omissions gave rise to the claim shall satisfy the same.

As between the Parties and solely for purposes of this Section 13, each Party expressly waives any immunity, defense or protection that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws of the State of Washington to the fullest extent permitted by Applicable Law. This Section 19.1 shall not be interpreted or construed as a waiver of each Party's right to assert such immunity, defense or protection directly against any of its own employees or any such employee's estate or other representatives. This Section 19.13 has

been mutually negotiated by the Parties and shall survive the expiration or termination of this Agreement.

13. General Provisions.

13.1. Amendment. No modification to or amendment of this Agreement shall be effective unless a written amendment, approved by the County by ordinance, is executed by the authorized representatives of KCHA and the County.

13.2. Choice of Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Any action with respect to this Agreement shall be exclusively brought in King County Superior Court, subject to and as limited by the Dispute Resolution provisions in Section 5 herein.

13.3. Waiver. Failure to promptly enforce compliance with any term or provision of this Agreement shall not constitute a waiver or limitation of any right or remedy under this Agreement. No waiver shall be effective unless in writing. A waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach of the same or different provision of this Agreement.

13.4. No Assignment or Third-Party Beneficiaries. Neither KCHA nor the County shall assign any of its rights or interests or delegate any of its obligations or duties under this Agreement without the prior written approval of the other. Nothing in this Agreement is intended to confer any rights or remedies on any persons or entities other than KCHA and the County.

13.5. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the County:

King County
Attention: Leon Richardson, Director, Department of Local Services
201 S Jackson Street
KSC-LS-0815
Seattle WA, 98104

If to KCHA:

King County Housing Authority
Attention: Robin Walls, President/CEO 600 Andover Park W.
Tukwila, WA 98188

13.6 Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by the County is within the powers of the County as a home rule charter county and has been or will be on or before the Effective Date, duly authorized by all necessary action of the County's legislative authority. The execution, delivery and performance of this Agreement by KCHA is within the powers of KCHA as a housing authority pursuant to chapter 35.82 RCW.

13.7 Headings; Recitals and Attachments. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement. The recitals and attachments to this Agreement are incorporated in this Agreement by this reference as if fully set forth herein.

13.8 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

13.9 Filing. A copy of this Agreement shall be filed and recorded with the King County Recorder's Office and indexed against the Property.

13.10 Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

13.11 Entire Agreement. This Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and shall be effective as of last date signed by both parties.

HOUSING AUTHORITY OF THE COUNTY OF KING:

By: _____

Name: Robin Walls

Title: President/CEO

Date: _____

KING COUNTY

By: _____

Name: Girmay Zahilay

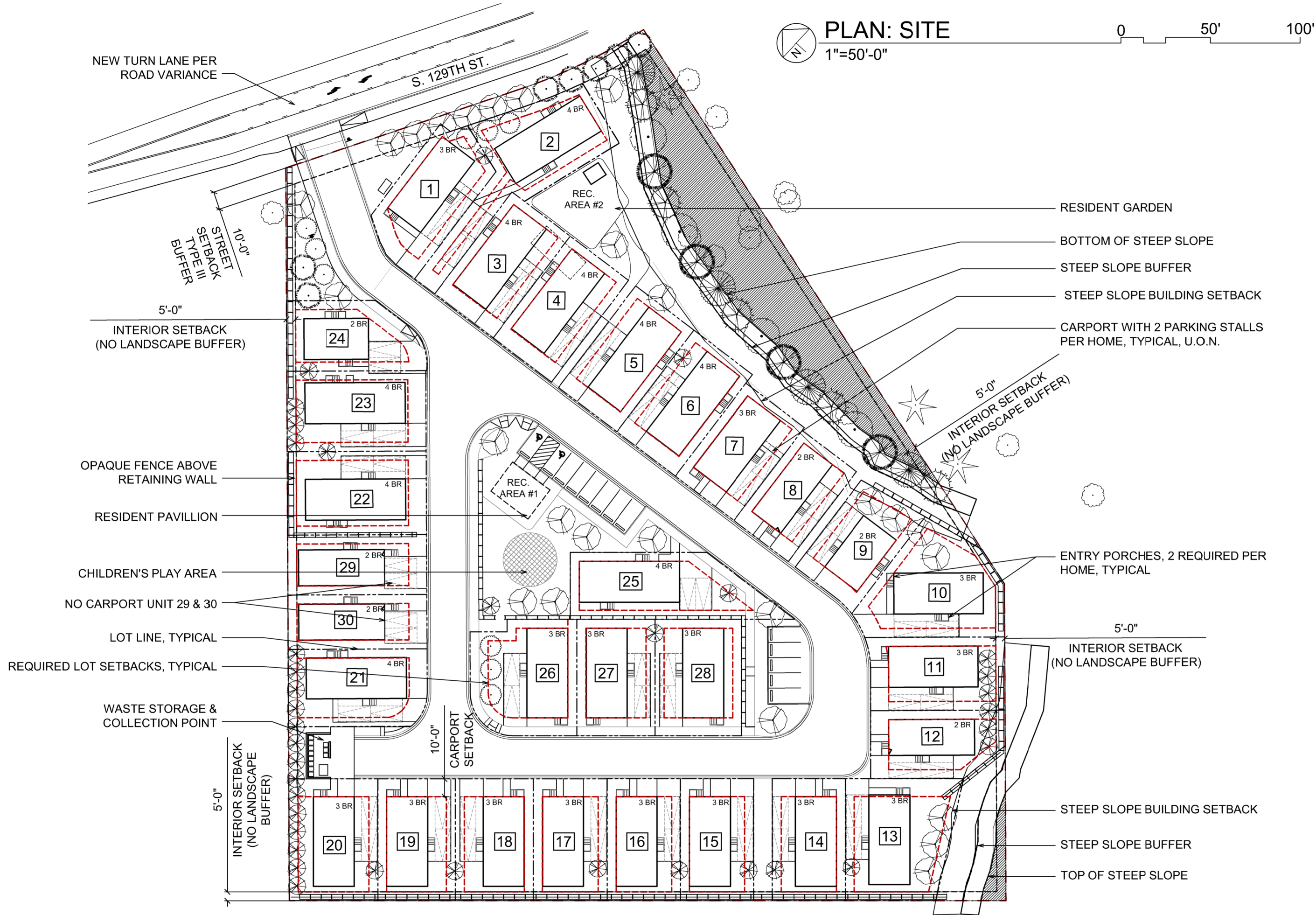
Title: County Executive

Date: _____

Attachments

Attachment 1: Site Plan dated December 12, 2025

Attachment 2: Tree Replacement Plan dated July 10, 2025



SHW
ARCHITECTURE CO.
p 206-329-1802 e info@s-hw.com w s-hw.com
321 3rd Ave S #205 Seattle WA 98104
© SHW_ARCHITECTURE

HCA EXHIBIT
12/12/25
KCHA/MHCP
© 2025 SHW

SITE PLAN - PRELIMINARY
SCALE: 1"=50'-0"
SHW#: 22-028W

VUE TERRACE
5901 S 129TH ST
SEATTLE WA

5901 S 129TH ST
SEATTLE WA



SITE INTERIOR - TREE SCHEDULE

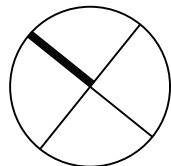
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES				
	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE APPLE SERVICEBERRY	2" CAL.	26
	CALOCEDRUS DECURRENS	INCENSE CEDAR	3" CAL./ 6' HT MIN.	7
	MALUS X 'SCHMIDT CUTLEAF'	GOLDEN RAINDROPS™ CRABAPPLE	2" CAL.	9
	PARROTIA PERSICA 'JIL COLUMNAR'	PERSIAN SPIRE™ PARROTIA	2" CAL.	26
			TOTAL	68

SITE INTERIOR - TREE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES				
	ABIES GRANDIS	GRAND FIR	MIN 6" TALL	4
	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	MIN 6" TALL	5
	THUJA PLICATA	WESTERN RED CEDAR	MIN 6" TALL	4
	TSUGA HETEROPHYLLA	WESTERN HEMLOCK	MIN 6" TALL	4

- PROPOSED TREE REPLACEMENT PLAN:**
- PROPOSED TREE REPLACEMENT: 164 CALIPER INCHES
 - 61 TREES AT 2" CALIPER (1:1 -> 122 CALIPER INCHES)
 - 7 TREES AT 3" CALIPER (0.5:1 -> 42 CALIPER INCHES)
- SUPPLEMENTAL TREES:**
- AN ADDITIONAL 17 NATIVE CONIFERS (6" HIGH MINIMUM) ARE PROPOSED TO BE PLANTED ALONG THE STEEP SLOPE BUFFER AT 20' ON CENTER.
 - THE PROJECT IS ALSO PROPOSING TO RETAIN THE 7 SIGNIFICANT TREES LOCATED WITHIN THE ONSITE STEEP SLOPE AREA, AS WELL AS AVOIDING ANY DEVELOPMENT IMPACTS TO THIS CRITICAL AREA.

PRINCIPAL: KB PROJECT MANAGER: DM DESIGNED BY: IG DRAWN BY: IG, FH CHECKED BY: AAM



DATE: 07/10/2025
PLAN NUMBER:

L101

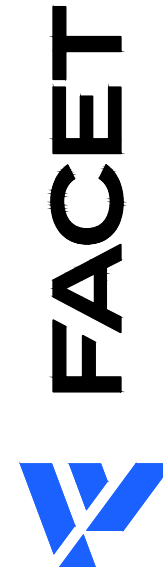
SHEET 1 OF 1

PROPOSED TREE PLAN

PERMIT SUBMITTAL

VUE TERRACE
5901 SOUTH 129TH STREET
SEATTLE, WA 98178
2302.0350.00

CALL 811
2 BUSINESS DAYS
BEFORE YOU DIG
(UNDERGROUND UTILITY LOCATIONS ARE APPROX.)



750 Sixth Street South
Kirkland, WA 98033
P: 425.822.5242
F: 425.827.8136
www.facetnw.com

FEDERAL WAY | KIRKLAND | MOUNT VERNON | SEATTLE | SPOKANE | WAHIAE ISLAND

BASE MAP/TOPOGRAPHY PROVIDED BY OTHERS. FACET CANNOT BE HELD LIABLE FOR ACCURACY. CONTRACTORS SHALL FIELD VERIFY GRADES, UTILITIES, AND ALL OTHER EXISTING FEATURES AND CONDITIONS. IF CONDITIONS ARE NOT AS SHOWN, AND/OR PLANS CANNOT BE CONSTRUCTED AS SHOWN, CONTACT FACET PRIOR TO CONSTRUCTION.