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A MOTION authorizing the County Executive to enter into a contract with CITY OF KENT for a franchise to lay down, construct, maintain, and operate a sewer system.

WHEREAS, the City of Kent has properly filed an application for a franchise to lay down, construct, maintain and operate a Sewer system, and

WHEREAS, the application has been referred to the County Executive for investigation of the feasibility thereof and the checking of the plans and description of the location thereof, and,

WHEREAS, the County Executive has filed a report with the Council attesting to such investigation, and

WHEREAS, the County Executive has recommended approval of said franchise.

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

The County Executive is hereby authorized to enter into and execute the attached sewer system franchise contract with the City of Kent which, by this reference, is incorporated herein as part of the Motion. Said franchise includes name of applicant, term of franchise, conditions of franchise, location and nature of franchise.

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

PASSED this 9th day of April, 1973

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

John T. O'Brien
Chairman

ATTEST:

Dorothy M. Brown
Administrator-Clerk of the Council

In the matter of the application of

CITY OF KENT

to lay down, construct, maintain
and operate a sewer system.

KING COUNTY, WASHINGTON, granting franchise rights to CITY OF

KENT

for sewer system installation, maintai

ance and operation:

The application of CITY OF KENT

Grantee, for a franchise to lay down, construct, maintain and operate a sewer system along, under and across county roads, streets, avenues, boulevards, alleys and public places, hereinafter described, having come regularly to be heard on this 9th day of April, 1973, and it having been made to appear to the King County Council, hereinafter called the "Council" that all of the said streets, avenues, boulevards, alleys, public places and public roads and highways lie outside the limits of any incorporated town or city, and that due and legal notice of said application and of the hearing thereon has been given by posting and publication, and in the manner and as required by law; and said Council having considered said application, and being advised in the premises:

NOW, THEREFORE, King County, Washington, pursuant to ^{Motion} ~~Ordinance~~ No. 1118 duly and regularly enacted by its Council on the 9th day of April 1973, hereby grants to said CITY OF KENT

hereinafter called the Grantee, and to its successors and assigns, subject to all the terms and conditions, hereof; for the term of 25 YEARS from the date hereof, the right, privilege, authority and franchise for itself, its successors and assigns, to lay down, construct, maintain and operate a sewer system along, under and across the following county roads, streets, avenues, boulevards, alleys, public places and public roads, together with all necessary equipment of every sort necessary.

The location and nature of the franchise being more particularly described as follows:

Beginning at the Southeast corner of the NE 1/4 of Section 33, Township 22 North, Range 5 East, W.M.,

Thence Westerly along the South line thereof to its intersection with the West line of the East 1/2 of the said NE 1/4,

Thence Northerly along said West line to its intersection with the South line of the North 1/2 of the South 1/2 of the said NE 1/4,

Thence Westerly along said South line and the South line of the North 1/2 of the South 1/2 of the NW 1/4 said Section 33, to its intersection with the West line of the East 1/2 of the said NW 1/4,

Thence Northerly along said West line to its intersection with the South line of the North 1/2 of the said NW 1/4,

Thence Westerly along said South line to its intersection with the East line of the West 1/2 of the West 1/2 of the said NW 1/4,

Thence Southerly along said East line to its intersection with the South line of the said NW 1/4.

Thence Westerly along said South line to its intersection with the West line of the said NW 1/4, which is also the East line of the NE 1/4 of Section 32, Township 22 North, Range 5 East, W.M.,

Thence Northerly along said East line to its intersection with the South line of the North 1/2 of the North 1/2 of the South 1/2 of the said NE 1/4,

Thence Westerly along said South line and the South line of the North 1/2 of the North 1/2 of the South 1/2 of the NW 1/4 said Section 32, to its intersection with the West line of the East 1/2 of the West 1/2 of the East 1/2 of the said NW 1/4,

Thence Northerly along said West line to its intersection with the South line of the North 1/2 of the said NW 1/4,

Thence Westerly along said South line to its intersection with the West line of the East 1/2 of the said NW 1/4,

Thence Northerly along said West line to its intersection with the South line of the North 1/2 of the said North 1/2,

Thence Westerly along said south line to its intersection with the West line of the East 165 feet of the NW 1/4 of the said NW 1/4,

Thence Northerly along said West line to its intersection with the North line of the South 165 feet of the North 1/2 of the said NW 1/4 of the NW 1/4,

Thence Westerly along said North line to its intersection with the West line of the East 330 feet of the said NW 1/4 of the NW 1/4,

Thence Northwesterly to the intersection of the West line of the East 430 feet of the said NW 1/4 of the NW 1/4 with the North line thereof which is also the South line of the SW 1/4 of Section 29, Township 22 North, Range 5 East, W.M.,

Thence Northwesterly to the intersection of the North line of the South 330 feet of the said SW 1/4 with the West line of the East 1000 feet of the SW 1/4 of the said SW 1/4,

Thence Northerly along said West line to its intersection with the South line of Kent Scenic Park, according to plat thereof recorded in volume 77 of plats, page 65, records of King County, Washington,

Thence Westerly along said South line to its intersection with the West line of the said SW 1/4 which is also the East line of the SE 1/4 of Section 30, Township 22 North, Range 5 East, W.M.,

Thence Northerly along said East line to the Southeast corner of the NE 1/4 of the said SE 1/4,

Thence Northwesterly to the intersection of the South line of the North 1/2 of the South 1/2 of the said NE 1/4 with the West line of the East 1/2 of the West 1/2 of the said NE 1/4,

Thence Northerly along said West line and the West line of the East 1/2 of the West 1/2 of the SE 1/4 of the NE 1/4 said Section 30 to its intersection with the South line of the North 1/2 of the said NE 1/4,

Thence Westerly along said South line to its intersection with the North-South centerline of said Section 30,

Thence Northerly along said North-South centerline and the North-South centerlines of Sections 19, 18 and 7, Township 22 North, Range 5 East, W.M., to the Northwest corner of the SE 1/4 of said Section 7,

Thence Easterly along the North line of the said SE 1/4 to its intersection with the West line of the East 1/2 of the NE 1/4 said Section 7,

Thence Northerly along said West line to the Southwest corner of Lot 12 of Westview Terrace, Division No. 3, according to plat thereof recorded in Volume 74 of plats, pages 19 and 20, records of King County, Washington,

Thence Northeasterly along the Northwesterly line of said Lot 12 to the most Westerly corner of Westview Terrace, Division No. 2, according to plat thereof recorded in Volume 68 of plats, pages 12 and 13, records of King County, Washington,

Thence continuing Northeasterly along the Northwesterly boundary of said Westview Terrace, Division No. 2, to its intersection with the South line of the North 1/2 of the NE 1/4 of the NE 1/4, said Section 7,

Thence Easterly along said South line to its intersection with the West line of the East 1/2 of the East 1/2 of the said NE 1/4 of the NE 1/4,

Thence Northerly along said West line to its intersection with the North line of said Section 7,

Thence Easterly along said North line and the North line of Section 8, Township 22 North, Range 5 East, W.M., to its intersection with the East line of the West 1/2 of the NW 1/4 said Section 8,

Thence Southerly along said East line to its intersection with the North line of the South 358 feet of the NE 1/4 of the said NW 1/4,

Thence Easterly along said North line to its intersection with the East line of the West 6 acres of the said NE 1/4 of the NW 1/4,

Thence Southerly along said East line to its intersection with the North line of the SE 1/4 of the said NW 1/4 (centerline of SE 212th St.),

Thence Easterly along said North line to its intersection with a line that is 270 feet easterly of and parallel to the West line of the said SE 1/4 of the NW 1/4,

Thence Southerly along said parallel line to its intersection with a line that is 172 feet Southerly of and parallel to the North line of the said SE 1/4 of the NW 1/4,

Thence Easterly along said Parallel line to its intersection with a line that is 366 feet Easterly of and parallel to the West line of said SE 1/4 of the NW 1/4,

Thence Southerly along said East line to its intersection with a line 314 feet Southerly of and parallel to the North line of the said SE 1/4 of the NW 1/4,

Thence Easterly along said parallel line to its intersection with a line that is 607 feet Easterly of and parallel to the West line of the said SE 1/4 of the NW 1/4,

Thence Southerly along said parallel line a distance of 14.9 feet,

Thence Easterly and parallel to the North line of the said SE 1/4 of the NW 1/4, a distance of 30.00 feet to the East line of the West 1/2 of the said SE 1/4 of the NW 1/4,

Thence Southerly along said East line to its intersection with the North line of the South 1/2 of the said SE 1/4 of the NW 1/4,

Thence Easterly along said North line to its intersection with the North-South centerline of said Section 8,

Thence Southerly along said North-South centerline to its intersection with the North line of the South 1/2 of the NW 1/4 of the SE 1/4 said Section 8,

Thence Easterly along said North line to its intersection with the East line of the West 1/2 of the said SE 1/4,

Thence Southerly along said East line to its intersection with the North line of the South 1/2 of the SE 1/4 of the said SE 1/4,

Thence Easterly along said North line to its intersection with the East line of the West 1/2 of the said SE 1/4 of the SE 1/4,

Thence Southerly along said East line to its intersection with the North line of the South 1/2 of the South 1/2 of the said SE 1/4 of the SE 1/4,

Thence Easterly along said North line to its intersection with the East line of said Section 8,

Thence Southerly along said East line and the West line of Section 16, Township 22 North, Range 5 East, W.M., to its intersection with the North line of the South 406.84 feet of the North 1/2 of the NW 1/4 said Section 16,

Thence Easterly along said North line to its intersection with the East line of the West 150 feet of the said NW 1/4,

Thence Southerly along said East line to its intersection with the North line of Sunny Hill according to plat thereof, recorded in Volume 70 of plats, page 41, records of King County, Washington,

Thence Easterly along said North line to the Northeast corner of Lot 6 said Sunny Hill,

Thence Southerly along the East line of said Lot 6 and its Southerly extension and the East line of Lot 13 said Sunny Hill and its Northerly extension to the Southeast corner of said Lot 13,

Thence Southeasterly 1500 feet, more or less, to the Southeast corner of the SW 1/4 of the said NW 1/4,

Thence Southerly along the East line of the West 1/2 of the SW 1/4 said Section 16, to its intersection with the North line of the South 1/2 of the said SW 1/4,

Thence Easterly along said North line to its intersection with the East line of the West 1/2 of the SE 1/4 of the said SW 1/4,

Thence Southerly along said East line to its intersection with the South line of said Section 16, which is also the North line of Section 21, Township 22 North, Range 5 East, W.M.,

Thence Westerly along said North line to its intersection with the East line of the West 1/2 of the NW 1/4 said Section 21,

Thence Southerly along said East line to its intersection with the East-West centerline of said Section 21,

Thence Easterly along said East-West centerline to its intersection with the East line of the West 1/2 of the NW 1/4 of the SE 1/4 said Section 21,

Thence Southerly along said East line to its intersection with the North line of the SW 1/4 of the said SE 1/4,

Thence Easterly along said North line to its intersection with the West line of the East 155 feet of the said SW 1/4,

Thence Southerly along said West line to the intersection with the South line of the North 280 feet of the said SW 1/4,

Thence Easterly along said South line to its intersection with the East line of the West 1/2 of the said SE 1/4,

Thence Southerly along said East line and the East line of the West 1/2 of the NE 1/4 of Section 28, Township 22 North, Range 5 East, W.M., to its intersection with the North line of the South 1/2 of the NE 1/4 of the said NE 1/4,

Thence Easterly along said North line to its intersection with the East line of the West 1/2 of the West 1/2 of the said NE 1/4 of the NE 1/4,

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Thence Southerly along said East line to its intersection with the North line of the SE 1/4 of the NE 1/4 said Section 28,

Thence Easterly along said North line to its intersection with the West line of the East 360 feet of the said SE 1/4,

Thence Southerly along said West line to its intersection with the North line of the South 1/2 of the said SE 1/4,

Thence Easterly along said North line to its intersection with the East line of said Section 28, which is also the West line of Section 27, Township 22 North, Range 5 East, W.M.,

Thence Southerly along said West line to the Northwest corner of the SW 1/4 said Section 27,

Thence Easterly along the North line of the said SW 1/4 to its intersection with the East line of the West 330 feet thereof,

Thence Southerly along said East line to its intersection with the North line of the South 1/2 of the North 1/2 of the said SW 1/4,

Thence Easterly along said North line to its intersection with the East line of the West 510 feet of the said SW 1/4,

Thence Southerly along said East line to its intersection with the North line of the South 1/2 of the South 1/2 of the North 1/2 of the said SW 1/4,

Thence Easterly along said North line to its intersection with the Northly extension of the East line of the SW 1/4 of the said SW 1/4,

Thence Southerly along said East line and its Northerly extension to its intersection with the South line of the North 150 feet of Government Lot 5 said Section 27,

Thence Easterly along said South line to its intersection with the West line of the East 155 feet of the West 620 feet of said Government lot 5,

Thence Southerly along said West line to its intersection with the South line of the North 986 feet of said Government lot 5,

Thence Easterly along said South line to its intersection with the East line of the said West 620 feet,

Thence Southerly along said East line to its intersection with the South line of said Section 27 which is also the North line of Section 34, Township 22 North, Range 5 East, W.M.,

Thence Westerly along said North line to its intersection with the East line of the West 1/2 of the East 1/2 of the West 1/2 of the West 1/2 of the NW 1/4 said Section 34,

Thence Southerly along said East line to its intersection with the South line of the said NW 1/4,

Thence Westerly along said South line to the Southwest corner of the said NW 1/4 which is also the Southeast corner of the NE 1/4 of said Section 33 and the point of beginning,

EXCEPTING THEREFROM those portions within the corporate limits of the City of Kent.

also, connecting same with service pipe from abutting property; repair equipment, maintain and operate said lines.

3. All construction and installation work where crossing county roads, streets or alleys outside of the corporate limits of any incorporated town, to be under the supervision and pass the inspection of the King County Director of Public Works, hereinafter called the "Director."
4. The Grantee, its successors or assigns shall commence construction work under this franchise within six (6) months from and after the date of passage thereof; if, at the end of five (5) years from and after the granting of this franchise, the Grantee, its successors or assigns, shall not have laid, constructed and have in operation upon any of the streets, avenues, alleys, county roads or public places as herein designated, then in that event the rights hereby conferred upon the Grantee shall cease and terminate so far as unoccupied streets, roads, etc., are concerned.
5. The location of sewer pipe, laterals and appurtenances, their depth below surface of ground or grade of any county road, street, avenue, alley or public place, shall be determined and fixed by the Director and before any work is done by the Grantee under this franchise it shall first file with the Director an application for permit to do such work, accompanied by blue prints (permit form and blue prints in triplicate) showing the position and location of all mains, laterals and extensions, sought to be constructed, laid installed or erected at that time, showing their relative position to existing county road, street, alley, right of way or property line upon prints drawn to scale, designating said roads or streets by their names and numbers, showing widths of same, giving outline of local improvements, such as sidewalks, curbs, gutters, shoulders of roadways, ditches, paved roadways, roadways to property lines, turnouts, parking strips, telephones or electric distribution poles, water pipe lines, etc., as may exist on ground sought to be occupied. The Grantee shall specify the class and type of materials used shown in detail plans, equipment to be used and make

of safeguarding and facilitating the public traffic during construction. All such material and equipment shall be of first class of its type and kind and manner of excavation, construction, installation, backfill and temporary structures as traffic turnouts, road obstructions, etc., shall meet with the approval of, pass all requirements of and be constructed under the supervision of the Director. The said Grantee shall pay to the County all costs of and expenses incurred in the examination, inspection and supervision of such work, on account of granting of said permit.

6. The Grantee shall leave all streets, avenues, alleys, roads or public places after laying and installing mains and doing construction work making repairs to equipment, etc., in as good and safe condition in all respects as they were in before the commencement of such work by the Grantee its agents or contractors, or when such work has met with the approval of the Director.

In case of any damage to said streets, avenues, alleys, county roads or public places, or to paved or planked roadways, turnouts, gutters, ditches wood or concrete walks, drain pipes, hand or embankment rails, bridges, trestles, wharves, or landings by the Grantee, the said Grantee agrees to immediately repair said damage at his own sole cost and expense. The Director may at any time do, order and have done any and all work considered necessary to restore to a safe condition any such street, avenue, alley, road or public place left by the Grantee or agents in a condition dangerous to life or property and the Grantee upon demand shall pay to the county all costs of such construction or repair and of doing such work.

7. The Grantee hereby agrees for itself, its successors or assigns, to protect and save harmless King County from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of any faulty construction, defective material or equipment or maintenance, or by the improper occupation of said rights of way, by the said Grantee or by reason of the negligent, improper or faulty manner of safeguarding any excavations, temporary turnouts, or inefficient operation by the Grantee of sewer pipe lines over said streets, avenues, alleys, roads and public places as hereinbefore designated and in case that suit or action is brought against the said King County for damages arising out of or by reason of the above-mentioned causes, the Grantee, its successors, or assigns, will upon notice to it or them of the commencement of said action defend the same at its or their sole cost and expense and in case judgment shall be rendered against King County in suit or action, will fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined, if determined adversely to King County.

The Grantee hereby agrees, for itself, its successors and assigns, to repair any damage to the county roads over which it holds a franchise and all other county improvements caused by the failure of the Grantee's work during the life of this franchise.

Failure on the part of the Grantee to promptly repair the damage to, upon notice from the Director to do so, shall be warrant for the county to make the necessary repairs and charge same to the Grantee.

Acceptance of the work by the county at the time of completion shall be no defense for avoidance of this covenant.

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19571620), that the Grantee, its successors or assigns shall have the right to employ its or their own counsel in any cause or action and be given the exclusive management of the defense thereof.

The laying, construction, maintenance and operation of said Grantee's system of sewer pipe, laterals, service pipe, etc., granted under this franchise shall not preclude King County, its accredited agents or its contractors, from blasting, grading or doing other necessary road work contiguous to the said Grantee's pipe lines, provided that the Grantee shall have seventy-two (72) hours notice of said blasting or excavating in order that said Grantee may protect his lines of pipe and property.

If at any time King County, deeming it advisable to improve any of its streets, avenues, alleys, county roads or public places, as hereinbefore designated, by grading or regrading, planking or paving same or altering, changing, repairing or reimproving same, the Grantee upon written notice by King County shall, at his or their own expense, immediately so raise, lower or move his line of pipes to conform to such new grades as may be established or place said pipe in such location or position as shall cause the least interference with any such improvements or work thereon as contemplated by King County and the said County shall in no wise be held liable for any damages to said Grantee that may occur by reason of the county's improvements, repairs or maintenance or by the exercise of any rights so reserved in this section or grant.

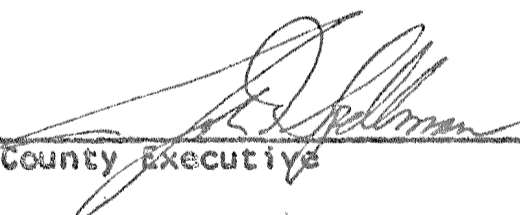
If King County shall improve such streets, avenues, alleys, county roads or public places, Grantee shall on written notice by King County, at its own expense, replace such pipe or pipes as may be in or through the improved subgrade of such improvement with pipe or pipes of such material as shall conform to the specifications for the improvements of such streets, avenues, alleys, county roads or public places.

Before any work is performed under this franchise the Grantee shall reference all monuments and markers of every nature relating to subdivisions, plats, highway and all other surveys. The reference points shall be so located that they will not be disturbed during the Grantee's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the Director before placement. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the Director. The cost of monuments or other markers lost, destroyed, or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee. A complete set of reference notes for monument and other ties shall be filed with the Director.

This grant or privilege shall not be deemed or held to be an exclusive franchise. It shall in no manner prohibit King County from granting other franchise of like nature or franchises for other public utilities over, along, across, under and upon any of the streets, avenues, alleys, roads or public places as herein enumerated, and shall in no wise prevent or prohibit King County using any of said streets, roads, etc., or effect its jurisdiction over them or any part of them, with full power to make all necessary changes, relocations, repairs, maintenance etc., of same as they may deem fit.

12. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Grantee and all privileges of the Grantee shall inure to itself, its successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned.
The Grantee hereby agrees, for itself, its successors and assigns, to repair any damage to the county roads over which it holds a franchise, and all other county improvements caused by the failure of the Grantee's work during the life of this franchise.
Failure on the part of the Grantee to promptly repair the damaged work upon notice from the Director to do so, shall be warrant for the county to make the necessary repairs and charge same to the Grantee.
Acceptance of the work by the county at the time of completion shall be no defense for avoidance of this covenant.
13. If the Grantee, itself, its successors or assigns, shall willfully violate or fail to comply with any of the provisions of this grant, or through willful or unreasonable neglect fail to heed or comply with any notice given the Grantee under the provisions of this grant, then the said Grantee, itself, its successors or assigns shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council.
14. King County reserves for itself the right at any time upon a forty eight (48) hours written notice to the Grantee to so change, amend, modify or amplify any of the provisions or conditions herein enumerated to conform to any state statute or county regulation, relating to the public welfare, health, safety or highway regulation, as may hereafter be enacted, amended, adopted, changed, etc., and this franchise may be terminated at any time if same is not operated or maintained in accordance with its provision, or at all.
15. If within thirty (30) days after granting of this franchise the Grantee herein shall have failed to sign written acceptance of same, then the herein granted rights and privileges shall be deemed forfeited and be declared null and void.

Dated this 18th day of April 19 73.

By: 
County Executive

The undersigned hereby accepts all the rights and privileges of the above-granted franchise subject to all the terms, conditions, stipulations and obligations contained therein.

Grantee

President

Secretary

Dated this _____ day of _____ 19 ____.