

In the matter of the application

OLYMPIC PIPELINE COMPANY

For a franchise to construct, operate and maintain oil products transmission pipelines in, over, along and under county roads, highways and other county property in King County Washington.

1179

KING COUNTY, WASHINGTON, granting franchise rights to OLYMPIC PIPELINE COMPANY

Grantee, for a franchise to construct, operate and maintain one oil product transmission pipeline in, over, along and under County Roads, highways and other County property in KING COUNTY, WASHINGTON, as hereinafter described, having come on regularly to be heard on this 18th day of June 1973, and it having been made to appear to the County Council, hereinafter called the "Council" that all of the streets, avenues, boulevards, alleys, public places and public roads and highways lie outside the limits of any incorporated town or city, and that due 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. 1179 duly and regularly enacted by its Council on the 18th day of June, 1973 hereby grants to said OLYMPIC PIPELINE COMPANY

hereinafter called the "Grantee", and to its successors and assigns, subject to all terms and conditions hereof for the term of 18 years to Oct. 25, 1989, from the date hereof, the right, privilege, authority and franchise for itself, its successors and assigns, to construct, maintain and operate one oil product transmission pipe line along, under and across such county roads, together with all necessary equipment of every sort necessary.

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

Olympic Pipe Line Co's.

Mapping No.	R/W No.	Distance	± Sec.	Twp.	Ras.	Street Name
110-21	KI-0.7	25'	NE 4	26N	5E	N.E. 205th. St.
110-21	KI-1.7	400'	NE 4	26N	5E	126th. Ave. N.E.
110-22	KI-6.7	67'	NE 9	26N	5E	Highway No. 2 (Formerly State)
110-22	KI-7.7	30'	SE 9	26N	5E	N.E. 175th. St.
110-22	KI-8.7	74'	SE 9	26N	5E	N.E. 2nd. St.
110-22	KI-16.7	75'	SE 16	26N	5E	132nd. Ave. N.E. (Not In)
110-22	KI-21.7	63'	NW 22	26N	5E	N.E. 145th. St.
110-22	KI-22.7	59'	NW 22	26N	5E	N.E. 143rd. St.
110-23	KI-39.7	35'	NW 27	26N	5E	N.E. 132nd. St.
110-23	KI-44.7	45'	NW 27	26N	5E	N.E. 126th. Pl.
110-23	KI-49.7	65'	NW 27	26N	5E	Slatter Ave.
110-23	KI-55.7	30'	SW 34	26N	5E	N.E. 105th. St. (Not In)

United Light & Power Co's.

Line No.	R/W No.	Distance	Sec.	Trp.	Qty.	Street Name
-110-23	KI-61.7	56'	SW 34	25N	5E	N.E. 104th. St.
-110-23	KI-65.7	82'	SW 34	26N	5E	N.E. 100th. St.
-110-24	KI-67.7	30'	NW 3	25N	5E	N.E. 97th. St. (Not In)
-110-24	KI-67.7A	60'	NW 3	25N	5E	N.E. 97th. Pl. (Not In)
-110-24	KI-69.7	30'	NW 3	25N	5E	134th Ave, N.E. (Not In)
-110-24	KI-73.7	30'	SW 3	25N	5E	N.E. 85th. St. (Not In)
-110-24	KI-74.7	100'	SW 3	25N	5E	S.S.H. 2D or Redmond Dr, (Formerly State)
-110-27	* KI-143.7A	3825'	9&16	24N	5E	128th. Ave. S.E. (From I-90 to Newport Way
-110-27	* KI-150.7A	80'	NE 16	24N	5E	Newport Way
-110-27	* KI-152.7A	3780'	16&21	24N	5E	Coal Creek Road (Along)
-110-27	KI-152.7B	108'	NE 21	24N	5E	Coal Creek Road (Across)
-110-27	KI-154.7	48'	SE 21	24N	5E	S.E. 60th. St.
-110-27	KI-154.7A	32'	SE 21	24N	5E	129th. Ave. S.E.
-110-27	KI-154.7A7	60'	SE 21	24N	5E	S.E. 63rd. St.
-110-28	KI-155.7	95'	NE 28	24N	5E	S.E. 69th. Pl.
-110-28	KI-163.7	60'	NE 33	24N	5E	S.E. 80th. St. (Not In)
-110-28	KI-163.7A	60'	NE 33	24N	5E	S.E. 84th. St. (Not In)
-110-28	KI-164.7	68'	SE 33	24N	5E	S.E. 88th. St. (Not In)
-110-28	KI-165.7	68'	SE 33	24N	5E	S.E. 89th. St. (County Road #1177)
-110-28	KI-168.7	40'	SE 33	24N	5E	Gensing Ave. (Not In)
-110-28	KI-169.7	60.2'	SE 33	24N	5E	S.E. 95th. St.
-110-28	KI-172.7	60'	NE 4	23N	5E	S.E. 100th. St.
-110-28	KI-174.7	79'	NE 4	23N	5E	S.E. 104th. St.

This Franchise is granted upon the following express terms and conditions to-wit:

1. The said Grantee OLYMPIC PIPELINE COMPANY its successors and assigns shall have the right and authority to enter upon above mentioned county roads, rights-of-way and other county property as designated hereinbefore, for the purpose of constructing its oil products transmission pipelines and all necessary facilities connected therewith, and for repairing all such lines and facilities, and for operating and maintaining said lines and facilities.
2. All construction and installation work where crossing county roads or rights-of-way or other county property outside of the corporate limits of any incorporated town shall be subject to the approval and pass the inspection of the County Director of Public Works.
3. Prior to commencement of construction of said oil products transmission pipelines or facilities, grantee shall first file with the County Property Management Division its application for permit to do such work together with plans and specifications in triplicate showing the position, depth and location of all such lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing county roads, rights-of-way or other county property upon plans to scale, hereinafter collectively referred to as the "map of definite location".
The pipelines and appurtenant facilities shall be laid in exact conform with said map of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Director of Public Works pursuant to application by grantee. The plans and specifications shall specify the class and type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turn-outs and road obstructions, etc. No such construction shall be commenced without the grantee first securing a written permit from the County Property Management Division, including approval endorsed on one set of plans and specifications returned to the grantee. All such work shall be subject to the approval of and shall pass the inspection of the County Director of Public Works. The grantee shall pay all costs of and expenses incurred in the examination, inspection and approval of such work on account of granting the said permits.
4. In any work which requires breaking of soil of the county roads, rights of-way or other county property subject to this franchise for the purpose of laying, relaying, connecting, disconnecting and repairing the said transmission lines and facilities, and making connections between the same to structures and buildings of consumers or making connections to other facilities of the grantee now in existence or hereafter constructed, the grantee shall be governed by and conform to the general rules adopted by the officers charged with the supervision and care of such county roads, rights-of-way, and other county property: and the grantee at its own expense and with all convenient speed shall complete the work for which the soil has been broken and forthwith replace the work and make good the county road right-of-way or county property and leave the same in as good condition as before the work was commenced: Provided, however, that no such breaking of soil on the county roads, rights-of-way or other county property shall be done prior to the obtaining of a permit issued by the County Property Management Division. Application for such a permit shall be accompanied by specifications for the restoration of the county road, right-of-way or other county property to the same condition as it was prior to such breaking, and such specifications must be approved by the County Director of Public Works before such breaking of the soil is commenced:

Provided further that the County Department of Property Management may require a performance bond in a sum sufficient to guarantee to King Co that such county road, right-of-way or other county property shall be restored to the same condition as it was prior to such breaking of the soil the amount of said bond to be fixed by the Manager of the County Property Management. The grantee shall pay all costs of and expenses incurred in the examination, inspection and approval of such restoration. The Director of Public Works may at any time do, order or have done any and all work that they consider necessary to restore to safe condition any such county road, right-of-way or other county property left by the grantee or its agents in a condition dangerous to life or property, and the grantee upon demand shall pay to the county all costs of such work.

5. All oil products distribution and transmission lines and facilities constructed, operated and maintained across county roads, rights-of-way or other county property covered by this franchise shall be constructed, operated and maintained in compliance with the provisions of Section 8 of the "American Standard Code for Pressure Piping Oil Products Transmission and Distribution Piping System" (A.S.A. B 31.1.8-- 1955), and in accordance with the further requirements of the additional rules prescribed in the order of the Washington Public Service Commission Consolidated Cause Nos. U-8799 and U-8800, dated the 4th day of November, 1955, or as such order of the Washington Public Service Commission may hereafter be modified. The oil products lines shall be laid as directed by the Director of Public Works at depths of not less than that specified in the Public Service Commission order above referred to. All construction or installation of such lines and facilities, service repair, or relocation of the same, performed along or under the county roads, rights-of-way or other county property subject to this franchise shall be done in such a manner as not to interfere with the construction and maintenance of other utilities, public or private, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of such county roads, rights-of-way or other county property. The owners of all utilities, public or private, installed in such county roads, rights-of-way or other county property prior in time to the lines and facilities of the grantee shall have preference as to the positioning and location of such utilities so installed with respect to the grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such County road or right-of-way.

6. All work done under this franchise shall be done in a thorough and workmanlike manner. In the laying of Oil products transmission lines and the construction of other facilities and opening of trenches, the tunneling under county roads, rights-of-way or other county property, the grantee shall leave such trenches, ditches and tunnels in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to guard the same, so that damage or injury shall not occur or arise by reason of such work; and where any of such trenches, ditches or tunnels are left open at night, the grantee shall place warning lights and barricades at such a position as to give adequate warning of such work. All safety precautions and warnings of the existence of hazards to person and property shall be in full compliance with State Law, the King County Code and the State of Washington Standard Specifications Bridge and Road Construction 1963 Addition. The grantee shall be liable for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure or neglect to properly guard or give warning of the existence of any trenches, ditches or tunnels dug or maintained by the grantee.

The County of King granting this franchise does not waive any rights which it now has or may hereafter acquire with respect to County roads, rights-of-way or other county property and this franchise shall not be construed to deprive the county of any powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the county roads, rights-of-way and other county property covered by this franchise.

8. If at any time the County of King shall improve or change any county road, right-of-way or other county property subject to this franchise by grading or regrading, planking or paving the same, changing the grade, altering, changing, repairing or relocating the same or by constructing drainage facilities, the grantee upon written notice from the Director of Public Works shall, at the sole expense of the grantee, commence work within ten (10) days to change the location or readjust the elevation of its oil products transmission lines and other facilities so that the same shall not interfere with such county work and so that such line and facilities shall conform to such new grades or routes as may be established. The County of King shall in no wise be held liable for any damages to said grantee that may occur by reason of any of the county's improvements, changes or works above enumerated.

All work to be performed by the grantee under this section shall be under the direction, approval and shall pass the inspection of the Director of Public Works. The grantee shall pay all costs of and expenses incurred in the examination, inspection, and approval of such work.

9. The laying, construction, operation and maintenance of the grantee's oil products transmission lines and facilities authorized by this franchise shall not preclude the County of King, its agents or its contractors from blasting, grading, excavating, or doing other necessary road work contiguous to the said lines and facilities of the grantee providing that the grantee shall be given ten (10) days notice of said blasting or other work in order that the grantee may protect its lines and facilities.

10. Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, the grantee shall reference all such monuments and markers. 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 of Public Works. 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 of Public Works. 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 Office of the Department of Public Works.

11. If at any time the County of King shall vacate any county road, rights-of-way or other county property which is subject to rights granted by this franchise the County of King shall not be liable for any damages or loss to the grantee by reason of such vacation.

12. The grantee does hereby agree to protect and save harmless the County of King from all claims, actions or damages of every kind and description which may occur to or be suffered by any person or persons, corporation or property by reason of the construction, operation and maintenance of the grantee's said oil products transmission lines and facilities. In case that suit or action is brought against the County of King for damages arising out of or by reason of the above mentioned causes, the grantee will upon notice to him of the commencement of said action defend the same at its sole cost and expense, and in case judgment shall be rendered against the County of King in suit or action, the grantee 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. Upon the grantee's failure to satisfy said judgment within the ninety (90) day period, this franchise shall at once cease and terminate and the County of King shall have a lien upon the transmission lines and all other facilities used in the construction, operation and maintenance of the grantee's oil productions transmission system which may be enforced against the property for the full amount of any such judgment so taken against King County.

Acceptance by the county of any work performed by the grantee at the time of completion shall not be a grounds for avoidance of this covenant.

13. This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the County of King from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over and upon any of the county roads, rights-of-way or other county property subject to this franchise and shall in no wise prevent or prohibit the County of King from constructing, altering, maintaining or using any of said roads, rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other county property or affect its jurisdiction over them or any part of them with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the county may deem fit.

14. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the grantee, and all privileges, as well as all obligations and liabilities of the grantee, shall inure to its successors and assigns equally as if they were specifically mentioned wherever the grantee is mentioned.

15. The grantee, its successors and assigns shall not sell, transfer or assign this franchise before notifying the County of King at least 30 days prior to such sale, transfer or assignment.

16. The grantee, shall commence construction work under this franchise within twenty-four (24) months after the effective date hereof after first securing all necessary approvals and permits from the Property Management Division and the Director of Public Works. Five (5) years from the date of this franchise, the rights conferred hereby to the grantee may, at the election of the King County Council and pursuant to notice, be terminated with respect to those county roads, rights-of-way and other county property or portions thereof upon which the grantee has not laid, constructed and placed in operation its oil products transmission lines and facilities.

17: In preparing Plans and Specifications for the installation of oil products transmission lines across county roads and rights-of-way where said lines have a diameter of four (4) inches or greater, the grantee shall use as a guide and reference the plans and specifications in the American Petroleum Institute Code No. 1102, Second Edition, November 1955, title "Recommended Practice on Form of Agreement and Specifications for Pipe Line Crossing Under Railroad Tracts", and the "Standard Specifications for Road and Bridge Construction", established by the Washington State Highway Commission, established by the Washington State Highway Commission and amendments thereto.

Provided: That, where pipe is required by either of these standards to be encased, it shall be encased for the full width of the right-of-way to be crossed.

All plans and specifications for county road crossings shall be subject to approval of the Director of Public Works.

Notwithstanding the provisions of this section, the Director of Public Works may require or permit modifications of such specifications referred to in this section and approve such plans and specifications submitted by the grantee in applying for a permit for such work.

18. If the grantee shall wilfully violate, or fail to comply with any of the provisions of this franchise through wilful or unreasonable neglect or fail to heed or comply with any notice given the grantee under the provisions of this grant, then the said grantee shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the King County Council.

19. King County reserves for itself the right at any time upon ninety (90) days 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, order of the Washington Public Service Commission or county regulation, relating to the public welfare, health, safety or highway regulation, as may hereafter be enacted, adopted or promulgated and this franchise may be terminated at any time if the grantee's lines and facilities are not operated or maintained in accordance with such statute or regulation.

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

Dated this 20th day of June 19 73.

By [Signature]
County Executive

Attest: _____
Clerk of the Council

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____