

MOTION NO. 9351

A MOTION authorizing the Executive to enter into an agreement with the Soos Creek Water and Sewer District for a franchise to construct, operate and maintain a sewer system in Council Districts 6, 9, 12 and 13.

WHEREAS, the Soos Creek Water and Sewer District has filed an application for a franchise in council districts 6, 9, 12 and 13 to construct, operate and maintain a sewer system to serve residential, multi-family and commercial areas in accordance with R.C.W. 36.55.010, and

WHEREAS, the district's comprehensive plan was approved on November 7, 1988, by King County council Ordinance 8722, and

WHEREAS, the application has been referred to the relevant county departments for review, and

WHEREAS, the county executive has recommended approval of the franchise;

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

A. The granting of a twenty-five year franchise to the Soos Creek Water and Sewer District to construct, operate and maintain a sewer system within King County is hereby approved. The county executive is authorized to enter into and execute the sewer system franchise, which by this reference is fully incorporated herein. Said franchise shall include all of the general and special conditions required by the county.

B. If within 30 days after the granting of this franchise, the applicant shall have failed to sign the written acceptance incorporated herein, then the rights and privileges granted herein shall be forfeited and said franchise shall be null and void.

PASSED by a vote of 10 to 0 this 8th day of August, 19 94.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

Attachment:

A. Franchise Agreement

FRANCHISE NO. 9351

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

The application of the SOOS CREEK WATER AND SEWER DISTRICT for a franchise to operate, maintain, repair and construct water mains and service lines, and appurtenances in, over, along, and under County roads and rights-of-way located within the area described in attached Exhibit "A" has been heard on this _____ day of _____, 19____. All of the property described in Exhibit "A" lies outside the limits of any incorporated Town or City.

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

The King County Council, having considered the interests proposed and advanced, and finding that the granting of this franchise is in the public interest, ORDERS that a franchise be granted to the SOOS CREEK WATER AND SEWER DISTRICT, the Grantee. This franchise grants the right, privilege, authority and franchise to operate, maintain, repair and construct main(s) and service lines and appurtenances as a part of its transmission and distribution system in, over, along, and under County roads and rights-of-way located within the area described in Exhibit "A".

This franchise is granted subject to all of the terms and conditions contained within, and shall expire in twenty-five years on August 8, 2019.

Dated this 12 day of April, 19 94.

KING COUNTY, WASHINGTON

BY [Signature]
GARY LOCKE
TITLE KING COUNTY EXECUTIVE

The undersigned accepts all the rights, privileges, and duties of this franchise subject to all terms, conditions, stipulations, and obligations contained within.

SOOS CREEK WATER AND SEWER DISTRICT
GRANTEE

BY [Signature]
TITLE OPERATIONS MGR

Dated this 22 day of AUG, 19 94.

Exhibit "A"

Beginning at the intersection of the centerline of Springbrook Road (96th Avenue South) with the east-west centerline of Section 30, Township 23 North, Range 5 East, W.M. in King County, Washington; Thence easterly along said east-west centerline and along the east-west centerline of Section 29, Township 23 North, Range 5 East, W.M. to the west line of the East 1/2 of the West 1/2 of said Section 29; Thence northerly along said west line to the centerline of S E 164th Street; Thence easterly along said centerline to the centerline of 108th Avenue S E; Thence northerly along said centerline to the centerline of S E 160th Street; Thence easterly along said centerline to the centerline of 116th Avenue S E; Thence northerly along said centerline and its northerly extension to the north margin of the Cedar river Pipeline right-of-way; Thence southeasterly along said north margin of the Cedar River Pipeline to the westerly margin of the Mercer Island Pipeline right-of-way; thence northerly along said westerly margin of the Mercer Island Pipeline to the west line of the East 1/2 of the Southeast 1/4 of Section 21, Township 23 North, Range 5 East, W.M.; Thence northerly along said west line to the northerly line of the Southeast 1/4 of said Section 21; Thence easterly along said north line to the northeast corner of the Southeast 1/4 of said Section 21; Thence southerly along the east line of said Southeast 1/4 to the southeast corner of said Section 21; Thence continuing southerly along the easterly line of Section 28, Township 23 North, Range 5 East, W.M. to the southeast corner of said section; Thence easterly along the northerly line of Section 34, Township 23 North, Range 5 East, W.M. to the northeast corner of said section; Thence southerly along the easterly line of Section 34, Township 23 North, Range 5 East, W.M. and Section 3, Township 22 North, Range 5 East, W.M. and the Northeast 1/4 of Section 10, Township 22 North, Range 5 East, W.M. and Section 3, Township 22 North, Range 5 East, W.M. to the southeast corner of the Northeast 1/4 of Section 10, Township 22 North, Range 5 East, W.M.; Thence easterly along the northerly line of the Southwest 1/4 of Section 11, Township 22 North, Range 5 East, W.M. to the northeast corner of the Southwest 1/4 of said section; Thence southerly along the easterly line of the Southwest 1/4 of Section 11, Township 22 North, Range 5 East, W.M. to the southeast corner of the Southwest 1/4 of said section, being also the intersection of S E 224th Street and 156th Avenue S E; Thence easterly along the south line of said Section 11 and along the north line of Section 13, Township 22 North, Range 5 East, W.M. to the northeast corner of said Section 13; Thence southerly along the east line of said Section 13, also being the west line of Section 18, Township 22 North, Range 6 East, W.M. to the north line of Government Lot 2 in said Section 18; Thence easterly along said north line to the east line of said Government Lot 2; Thence southerly along said east line to the east-west centerline of said Section 18; Thence easterly along said east-west centerline to the north-south centerline of said Section 18; Thence

southerly along said north-south centerline and along the north-south centerline of Section 19, Township 22 North, Range 6 East, W.M. to the east-west centerline of said Section 19; Thence easterly along said east-west centerline to the east line of said Section 19, (also being the west line of Section 20, Township 22 North, Range 6 East, W.M.); Thence southerly along said west line to the southerly margin of SR-18 (Echo Lake Cut-Off); Thence northeasterly along said SR-18 to the east-west centerline of said Section 20; Thence easterly along said east-west centerline and along the east-west centerline of Section 21, township 22 North, Range 6 East, W.M. to the east line of said Section 21; Thence southerly along said east line (also being the west line of Section 22, Township 22 North, Range 6 East, W.M.) to the shoreline of Lake Wilderness; Thence continuing southerly along said shoreline to the south line of said Section 22 also being the north line of Section 27, Township 22 North, Range 6 East, W.M.; Thence continuing southerly, easterly and northerly along said shoreline to the north line of said Section 27; Thence easterly along said north line to the westerly margin of Maple Valley-Black Diamond Road (SR-169); Thence southerly along said Maple Valley-Black Diamond Road to a point on a line 150 feet southerly of the southerly margin of S E 272nd Street (Kent-Kangley Road or SR 516); Thence westerly along a line 150 feet southerly of and parallel to the south margin of S E 272nd Street through said Section 27 and through Sections 34, 33 and 32, Township 22 North, Range 6 East, W.M. to the west line of said Section 32; Thence southerly along said west line also being the east line of Section 31, Township 22 North, Range 6 East, W.M. to the south line of the North 1/2 of the North 1/2 of Section 31; Thence westerly along said south line and along the south line of the North 1/2 of the North 1/2 of Sections 36, 35 and 34, Township 22 North, Range 5 East, W.M. to the north-south centerline of said Section 34; Thence northerly along said north-south centerline to the north line of said Section 34, also being the south line of Section 27, Township 22 North, Range 5 East, W.M.; Thence westerly along said south line to the east line of the west 620 feet of Government Lot 5 in said Section 27; Thence northerly along said east line to the south line of the north 986 feet of said Government Lot 5; Thence westerly along said south line to the west line of the east 155 feet of the west 620 feet of said Government Lot 5; Thence northerly along said west line to the south line of the north 150 feet of said Government Lot 5; Thence westerly along said south line to the west line of said Government Lot 5; Thence northerly along said west line and its northerly prolongation to the south line of the North 1/2 of the South 1/2 of Government Lot 4 of said Section 27; Thence westerly along said south line to its intersection with the east line of the westerly 510 feet of said Government Lot 4; Thence northerly along said east line to its intersection with the centerline of S E 266th Street; Thence westerly along said centerline to its intersection with the east line of the west 330 feet of said Government Lot 4; Thence northerly along said east line to its intersection with the north

line of said Government Lot 4; Thence westerly along said north line to the west line of said Section 27, which is also the east line of section 28, Township 22 North, Range 5 East, W.M. and the centerline of 132nd Avenue S E; Thence northerly along said west line to an intersection with the south line of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 22 North, Range 5 East, W.M.; Thence westerly along said south line to a point 360 feet westerly of the east line of said Section 28; Thence northerly along a line 360 feet west of and parallel to the east line of said Section 28 to the south line of the Northeast 1/4 of the Northeast 1/4 of said Section 28; Thence westerly along said south line to its intersection with the east line of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 28; Thence northerly along said east line to its intersection with the south line of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 28; Thence westerly along said south line to its intersection with the west line of the northeast 1/4 of the Northeast 1/4 of said Section 28; Thence northerly along said west line to its intersection with the north line of said Section 28 which is also the centerline of S E 256th Street; Thence westerly along said north line (also being the south line of Section 21, Township 22 North, Range 5 East, W.M.) to the intersection of said S E 256th Street and 124th Avenue S E; Thence northerly along 124th Avenue S E to the intersection of S E 248th Street and 124th Avenue S E; Thence westerly along S E 248th Street to the intersection of S E 248th Street and 120th Avenue S E; Thence northerly along 120th Avenue S E to the north line of said Section 21, also being the south line of Section 16, Township 22 North, Range 5 East, W.M.; Thence easterly along said south line to the east line of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 16; Thence northerly along said east line to the north line of the South 1/2 of said Southwest 1/4; Thence westerly along said north line to the east line of the West 1/2 of said Southwest 1/4; Thence northerly along said east line to the northeast corner of the West 1/2 of said Southwest 1/4; Thence northwesterly 1500 feet, more or less, to the southeast corner of Lot 13, Plat of Sunny Hill, according to plat thereof recorded in Volume 70 of Plats, page 41, records of King County, Washington; Thence northerly along the east line of said Lot 13 and its northerly extension and the east line of Lot 6 of said Plat of Sunny Hill and its southerly extension to the northeast corner of said Lot 6; Thence westerly along the north line of said Plat of Sunny Hills to the east line of the west 150 feet of the Northwest 1/4 of said Section 16; Thence northerly along said east line to the north line of the 406.84 feet of the North 1/2 of the Northwest 1/4 of said Section 16; Thence westerly along said north line to the west line of said Section 16; Thence northerly along said west line and along the east line of Section 8, Township 22 North, Range 5 East, W.M. to the north line of the South 1/2 of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 8; Thence westerly along said north line to the west line of the East 1/2 of

said Southeast 1/4 of the Southeast 1/4; Thence northerly along said west line to the south line of the North 1/2 of said Southeast 1/4 of the Southeast 1/4; Thence westerly along said south line to the west line of said Southeast 1/4 of the Southeast 1/4; Thence northerly along said west line and along the west line of the Northeast 1/4 of the Southeast 1/4 of said Section 8 to the south line and its easterly prolongation of the Plat of Twin Maples, according to the plat thereof as recorded in Volume 74 of Plats, pages 39 and 40, records of King County, Washington; Thence westerly along the south line of said Plat of Twin Maples to the Intersection of the east line of the West 1/2 of Section 8 and the southwest corner of said plat (centerline of 108th Avenue S E); Thence northerly along said east line of the West 1/2 of Section 8 to its intersection with the south line of the North 1/2 of the South 1/2 of the Northwest 1/4 of said Section 8; Thence westerly along said south line to its intersection with the east line of the West 1/2 of the East 1/2 of the Northwest 1/4 of said Section 8; Thence northerly along said east line to its intersection with a line 328.9 feet southerly of and parallel to the north line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; Thence westerly along said parallel line a distance of 30.00 feet to its intersection with a line parallel to the east line of the West 1/2 of the East 1/2 of the Northwest 1/4 of said Section 8; Thence northerly along said parallel line a distance of 14.9 feet to its intersection with a line parallel to the north line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; Thence westerly along said parallel line a distance of 241 feet to its intersection with a line that is 366 feet easterly of and parallel to the west line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; Thence northerly along said parallel line a distance of 142 feet to its intersection with a line that is 172 feet southerly of and parallel to the north line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; Thence westerly along said parallel line a distance of 96 feet to its intersection with a line that is 270 feet easterly of and parallel to the west line of the Southeast 1/4 of the Northwest 1/4 of said Section 8; Thence northerly along said parallel line to its intersection with the north line of the Southeast 1/4 of the Northwest 1/4 (centerline of S E 212th Street); Thence westerly along said north line to its intersection with the east line of the west 6 acres of the Northeast 1/4 of the Northwest 1/4 of said Section 8; Thence northerly along said east line to its intersection with the north line of the South 358 feet of the Northeast 1/4 of the Northwest 1/4 of said Section 8; Thence westerly along said north line a distance of 198.67 feet, more or less, to its intersection with the west line of the Northeast 1/4 of the Northwest 1/4; Thence northerly along said sub-division line to its intersection with the north line of said Section 8 (centerline of S E 208th Street); Thence westerly along said north line and the north line of Section 7, Township 22 North, Range 5 East, W.M. to a point where the center line of said S E 208th Street diverges to the south of said

north line; Thence continuing westerly along the centerline of said S E 208th Street to the west line of the Northeast 1/4 of Section 7; Thence northerly along said west line to the south line of Section 6, Township 22 North, Range 5 East, W.M.; Thence westerly along said south line to an intersection with the west line of the east 30 feet of the Southwest 1/4 of said Section 6; Thence northerly along said west line to the north line of said Southwest 14 of Section 6; Thence easterly along said north line to the northeast corner of said Southwest 1/4; Thence northerly along the west line of the Northeast 1/4 of said Section 6 to the southerly margin of South 192nd Street; Thence westerly along said southerly margin of South 192nd Street to the easterly right-of-way margin of SR-167; Thence northerly along said easterly margin to an intersection with the northerly margin of South 180th Street in Section 31, Township 23 North, Range 5 East, W.M.; Thence easterly along said northerly margin to an intersection with the west line of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of said Section 31; Thence southerly along said west line to an intersection with the north line of the South 1/2 of the South 1/2 of the Northeast 1/4 of said Section 31; Thence easterly along said south line to an intersection with the west line of the east 265 feet of the West 1/2 of the Northeast 1/4 of said Section 31; Thence southerly along said west line to an intersection with the south line of the north 133 feet of the South 1/2 of the South 1/2 of the Northeast 1/4 of said Section 31; Thence easterly along said south line to an intersection with the centerline of the Springbrook Road (also known as 96th Avenue South); Thence northerly along said centerline through said Section 31 and through Section 30, Township 23 North, Range 5 East, W.M. to the east-west centerline thereof and the Point of Beginning.

TERMS AND CONDITIONS APPLICABLE TO
UTILITIES FRANCHISES GRANTED BY KING COUNTY

THIS FRANCHISE is subject to the following terms and conditions:

1. DEFINITIONS

County Road Rights-of-Way. The term "County Road Rights-of-Way" includes any road, street, avenue, or alley located within the area described in the attached Exhibit "A".

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

Grantee. The term "Grantee" refers to the RAINIER VISTA SEWER DISTRICT its successors and those assignees approved pursuant to paragraph 16 herein.

Utility. The term "utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the County property described in Exhibit "A".

Council. The term "Council" refers to the King County Council, acting in its official capacity.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other facilities in, under, over, across, and along any of the county property described in Exhibit "A".

2. ACCEPTANCE BY GRANTEES OF TERMS AND CONDITIONS

The full acceptance of this franchise and all of its terms and conditions shall be filed with the Clerk of the Council within thirty (30) days from _____, 19____, by the Grantee. Full acceptance of this franchise is a condition precedent to its taking effect, and unless this franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

3. NON-EXCLUSIVE FRANCHISE

This franchise is not exclusive. It does not prohibit King County from granting franchises for other public or private utilities, in, under, over, across, and along any County property, including County road rights-of-way.

This franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County road rights-of-way covered by this franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc. as it may deem fit.

4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights of way in which King County has an actual interest. It is not a warranty of title or of interest in County road rights-of-way.

Whenever any of the County road rights-of-way as designated in this franchise, by reason of the subsequent incorporation of any Town or City or extension of the limits of any Town or City, shall later fall within the City or Town limits, this franchise shall continue in force and effect until such time as the incorporation and/or annexation is complete according to applicable State law, after which time the County will no longer have any responsibility for maintenance of any County roads, rights-of-way or other County property within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County road rights-of-way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

5. REGULATION OF USE AND CONTROL

This franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County road rights-of-way covered by this franchise.

6. EMINENT DOMAIN

This franchise and the limited rights and interests for the operation, maintenance, repair, and construction of Grantee's transmission and service lines and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this franchise shall not exceed the actual amount the Grantee paid to King County in obtaining this franchise.

7. ENFORCEMENT

Failure of King County to enforce any provision of this agreement does not constitute a waiver of its right to enforce that provision or any other provision of this agreement.

8. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns to defend, indemnify and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this franchise. The Grantee's obligations under this section shall include:

(a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.

(b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.

(c) Indemnification of claims made by the Grantee's own employees or agents.

(d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

8. INDEMNITY AND HOLD HARMLESS (CON'T.)

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this franchise agreement, the Grantee agrees to defend, hold harmless and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

9. VACATION

If at any time King County vacates any County road rights-of-way covered by this franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation. King County may, after giving thirty (30) day's written notice to the Grantee, terminate this franchise with respect to any County road rights-of-way vacated.

10. INSTALLATION, REPAIR, REMOVAL OR RELOCATION

The Grantee shall, at no expense to the County, repair all existing facilities that it owns within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if such repair is required by the County for any reasonable purpose.

The Grantee shall, at no expense to the County, adjust, remove or relocate existing facilities within County road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if the County determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the County in such road right-of-way. The County shall give the Grantee written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the County's capital improvement program, including such available information as is reasonably necessary for the grantee to plan for such adjustment, removal or relocation.

For projects that are a part of the County's capital improvement program, in addition to any other notice given to the Grantee, the County shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as

proposed by the County, and the proposed construction schedule; notwithstanding any permit conditions that may later be applied to the County project, this initial design information shall be given at least 180 days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Grantee shall respond to this notice, and to any later notices of revised designs based on permit conditions, within no more than thirty (30) days by providing to the County the best available information as to the location of all of the Grantee's facilities, including all appurtenant facilities and service lines connecting its system to users and all facilities that it has abandoned, within the area proposed for the public works project.

The County shall offer the Grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Grantee's facilities. Such bid documents shall provide for an appropriate cost allocation between the parties. The County shall have sole authority to choose the contractor to perform such work. The Grantee and the County may negotiate an agreement for the Grantee to pay the County for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the Grantee's allocation of contractor costs, the Grantee shall reimburse the county for costs, such as for inspections or soils testing, related to the Grantee's work and reasonably incurred by the County in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of County professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the County on other similar projects, including joint projects with other County agencies.

11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee has the right, privilege and authority to enter the County road rights-of-way for the purpose of operating, maintaining, repairing or constructing its transmission and service lines and appurtenances on the condition that it obtains permits approved by the Director and Property Services Division and, when applicable, by the Department of Development and Environmental Services. Applications for work permits shall be presented to the Property Services Division which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. Any work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading and any other reasonably necessary repair or restoration to the County road rights-of-way. All work shall be done to the satisfaction of the Director.

All equipment, lines and appurtenances which are used in the operation, maintenance, repair or construction of the Grantee's service and which are located within the County road rights-of-way and owned by the Grantee shall be considered to be part of the Grantee's system and shall be the responsibility of the Grantee. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

The Grantee shall, at no expense to the County, assume the following obligations with respect to facilities connected to its system that are within County road rights-of-way and which it does not own, including appurtenant facilities and service lines connecting its system to users:

(a) The Grantee shall apply for, upon request and on behalf of the owner of the facilities, a County right-of-way construction permit for any repairs required for such facilities; provided such owner agrees to reimburse the Grantee for all costs incurred by the Grantee and any other reasonable conditions the Grantee requires as a precondition to applying for the permit. All work to be performed in the County right-of-way shall comply with all conditions of the County permit and all applicable County requirements. The Grantee may at its option perform any part of the repair with its own forces or require the owner to employ a contractor for that purpose, provided such contractor is approved by the County;

(b) In the event that the County determines emergency repair of such facilities is necessary to halt or prevent significant damage to County road rights-of-way or significant threats to the health, safety or welfare of parties other than the owner or the occupants of the building served by such facilities, the Grantee shall take prompt remedial action to correct the emergency to the County's approval, which the County shall not unreasonably withhold;

(c) When the County or its contractor provides notice to the Grantee, pursuant to R.C.W. 19.122, of its intent to excavate within County road rights-of-way, the Grantee shall provide to the County or its contractor the best information available from the Grantee's records or, where reasonable, from the use of locating equipment as to the location of such facilities, including surface markings where these would reasonably be of use in the excavation. If the Grantee fails to make good faith efforts to provide the above information within the deadlines provided by R.C.W. 19.122, the Grantee shall hold the County harmless for all reasonable costs that result from damage to such facilities if such damages occurs as a result of the failure to provide such information. Nothing in

this subsection is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or the Grantee toward any third party, nor is anything in this subsection intended or to be construed to alter the rights and responsibilities of the parties under R.C.W. 19.122, as amended.

The Grantee shall post a bond to King County in the amount sufficient for any road repair or restoration. The amount of the bond shall be set by the Director and must be filed with the Property Services Division before a permit will be issued.

12. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, under or adjacent to County road rights-of-way, the Grantee is responsible for and will leave all County road rights-of-way in as good a condition as they were in before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore County road rights-of-way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County road rights-of-way to its pre-work condition. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred.

13. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on County road rights-of-way shall conform to all County requirements including, but not limited to, the requirements of the current edition of the County Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the annual of Uniform Traffic Control Devices in force when the work is performed.

14. BLASTING REQUIREMENTS

The right to operate, maintain, repair and construct Grantee's transmission and service lines and appurtenances granted by this franchise, does not preclude King County, its agents or contractors from blasting, grading, or doing other road work contiguous to the Grantee's lines, and appurtenances. When practical, the Grantee will be given forty-eight (48) hours notice of any blasting or excavating so that the Grantee may protect its lines and appurtenances.

15. SURVEY MARKERS AND MONUMENTS

Before any work is performed under this franchise, the Grantee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights of way, and all other surveys. The reference points shall be located so that they will not be disturbed during any of Grantee's operations under this franchise. The method of referencing monuments or other markers or points shall be approved by the Director before placement. The replacement of all markers or monuments disturbed during any construction of the Grantee shall be made as promptly as conditions permit and as ordered by the Director. The cost of monuments or markers lost, destroyed, or disturbed and the expense of replacement with approved markers or monuments shall be borne by the Grantee.

16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without the consent of the Metropolitan King County Council given by Motion. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds which the Council deems necessary to be posted are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

17. MODIFICATIONS AND/OR REVOCATION

If the Grantee, its successor or assigns shall violate or fail to comply with any of the terms, conditions or stipulations or any modifications of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise through neglect or failure to obey or comply with any notice given the intent to revoke, amend, alter, change or supplement this franchise. The King County Executive shall give the Grantee thirty (30) day's written notice of its intention to amend, alter, change or supplement this franchise, during which period the Grantee shall have the opportunity to remedy the failure to comply.

If the King County Executive intends to revoke the franchise, the Grantee will be given written notification. A public hearing shall be scheduled within 90 days following the notification. The decision to revoke this franchise will become effective 90 days following the public hearing if the County Executive finds the revocation to be in the public interest.

King County specifically reserves for itself the right to impose taxes, use fees, costs, service requirements, or other fees on the Grantee for the privilege of conducting this business in King County, for the use of the County's property, to pay for the cost of regulating this activity, or for any other public purpose so long as those taxes, use fees, costs, service requirements or other fees are imposed by ordinance, and after 180 days written notice to the Grantee.

18. EXPIRATION AND RENEWAL

To the extent described in Exhibit "A", all rights granted by this franchise to County road rights-of-way outside incorporated Towns and Cities apply to all existing County road rights-of-way improved and unimproved and to all County road rights-of-way acquired by King County during the term of this franchise.

If the Grantee has initiated a renewal of this franchise before it expires, the County may, at its sole discretion, extend the term of the franchise on a month-to-month basis for up to one year. Should the County elect to extend the franchise, written notice shall be provided to the Grantee before the franchise expiration date.

If the Grantee has not applied for a renewal of this franchise before it expires, King County has the right to remove or relocate any lines and appurtenances of the Grantee as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, franchise holders, or for the construction, renewing, altering, or improving of any County road rights-of-way, or for the installation

of lines and/or facilities of other franchise holders.

Grantee shall be liable for the costs incurred in any removal or relocation of its lines and appurtenances under this section. Costs include the expense of labor and equipment, provided that any removal is effected within two (2) years from the expiration date of this franchise.

Upon expiration of this franchise, the Grantee shall continue to be responsible for the operation and maintenance of existing facilities in the County road rights-of-way but shall not have the right to provide additional services.

19. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and King County environmental standards and ordinances.

20. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this franchise agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has

resources available to assist Grantee in these efforts.

21. PENALTY FOR VIOLATION OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the terms, conditions or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise, the Council may revoke, amend, alter, change or supplement this franchise. The Council shall give thirty (30) day's written notice to the Grantee of its intention to do so, during which period the Grantee shall have the opportunity to remedy the failure to comply

22. RATES

The Grantee agrees that it shall be subject to all authority now or later possessed by the County or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this franchise.

23. RIGHT OF APPEAL

Decisions, requirements, or approvals of the Director are binding on the parties to this document. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court.

24. SEVERANCE

This agreement gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law, then the remaining provisions of this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served.

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