

ORDINANCE NO. 00505

NO. 70-327

In the matter of the application of \_\_\_\_\_

## SOUTHWEST SUBURBAN SEWER DISTRICT

for a franchise to lay down, construct, maintain and operate a sewer system along, under and across the following described county roads, streets, avenues, boulevards, alleys and public places, to wit:

(See attached sheets for legal description)

The above matter having come on regularly for hearing before the King County Council and it appearing that:

1. The application was properly made.
2. The application was referred to the County Executive for investigation of the feasibility thereof and the checking of the plans and description of the location thereof.
3. The County Executive having made such investigation and has filed with the Council his report and recommendations as follows:

## For Date of Hearing

4. Due and legal notice of said application and of this hearing thereon has been given by posting and publication in the manner and as required by law and the Council having considered said application, and being advised in the premises, and the proposed franchise having been presented for examination:

It is Ordained by the King County Council that the application of SOUTHWEST SUBURBAN SEWER DISTRICT be approved and that the Franchise be granted as approved and that the same be executed on behalf of King County by the County Executive.

Dated this 29th day of June, 1970.

KING COUNTY COUNCIL

BY

Chairman

ATTEST:

Ralph R. Hendon  
Clerk of the Council

## ORDINANCE READINGS

1st 5-18-70  
2nd 6-29-70  
3rd 6-29-70  
Effective Date \_\_\_\_\_

CJL/adc  
7/16/69

APPROVED THIS 3d DAY OF July, 1970

John D. Spellman  
John D. Spellman, County Executive

## SOUTHWEST SUBURBAN SEWER DISTRICT

## FRANCHISE DESCRIPTION

Beginning on the North line of Section 6, Township 23 North, Range 4 East, W.M., at its intersection with the Northerly extension of the East line of White Center Heights, King County Housing Authority, in the Northeast 1/4 of the Northeast 1/4 of said Section 6;

Thence Southerly along said Northerly extension and said East line to its intersection with the North margin of S.W. 100th St.;

Thence Westerly along said North margin to its intersection with the Northerly extension of the West margin of the Alley in Block 2, Evergreen Heights, according to the plat thereof recorded in Volume 20 of Plats, Page 61, Records of King County, Washington;

Thence Southerly along said Northerly extension and said West margin and its Southerly extension to the North margin of S.W. 102nd St.;

Thence Easterly along said North margin to its intersection with the Northerly extension of the East margin of 2nd Ave. S.W.;

Thence Southerly along said Northerly extension and said East line to its intersection with the North margin of S.W. 104th St.;

Thence Easterly along said North margin to its intersection with the Northerly extension of the East margin of 1st Ave. S.W.;

Thence Southerly along said Northerly extension and said East margin to its intersection with the North margin of S.W. 108th St.;

Thence Easterly along said North margin and its Easterly extension to its intersection with the East margin of 1st Ave. S.;

Thence Southerly along said East margin to its intersection with the North margin of Meyers Way;

Thence Northeasterly along said North margin to its intersection with the Northerly extension of the East margin of 2nd Ave. S.;

Thence Southerly along said Northerly extension and said East margin to its intersection with the North line of Lot 20, Block 8, Beverly Park Division No. 1, according to the plat thereof recorded in Volume 32 of Plats, Page 1, Records of King County, Washington;

Thence Northeasterly along said North line and the North line of Lots 21 through 26 said Block 8 to its intersection with the East line of said Lot 26;

Thence Southerly along said East line to its intersection with the North margin of S. 108th Pl.;

Thence Northeasterly along said North line to its intersection with the Northerly extension of the East line of Lot 7, Block 4, said Beverly Park Division No. 1;

Thence Southerly along said Northerly extension and said East line and the East line of Lots 8 through 28, said Block 4; and its

Southerly extension to its intersection with the South line of the North 300 feet of the Northwest 1/4 of Section 8 said Township 23 North, Range 4 East, W.M.;

Thence Easterly along said South line to its intersection with the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 8, Range 4 East, W.M.;

Thence Southerly along said East line to its intersection with the North margin of S. 116th St.;

Thence Easterly along said North margin to its intersection with the West right-of-way of State Highway No. SR 509;

Thence Southerly along said West right-of-way to its intersection with the South line of the North 1100 feet of the Southwest 1/4 of said Section 8;

Thence Easterly along said South line and the South line of the North 1100 feet of the Southeast 1/4 of said Section 8 to its intersection with the East line of the West 1/2 of the West 1/2 of the West 1/2 of Southeast 1/4 of said Section 8;

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 Southeast 1/4 of said Section 8;

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 Southeast 1/4 of the Southeast 1/4 of said Section 8;

Thence Southerly along said East line to its intersection with the North line of Section 17, said Township 23 North, R. 4 E, W.M.;

Thence Southerly to the Northeast corner of Lot 9, Nestle Nook Park, according to the plat thereof recorded in Volume 25 of Plats, Page 2, Records of King County, Washington;

Thence Southerly along the East line of said Lot 9 to its intersection with the North margin of S. 129th St.;

Thence Westerly along said North margin to its intersection with the East margin of 10th Ave. S.;

Thence Southerly along said East margin to its intersection with the North margin of S. 132nd St.;

Thence Easterly along said North margin to its intersection with the Northerly extension of the East line of Lot 16, Block 1, Alderwood Acres, according to the plat thereof recorded in Volume 24 of Plats, Page 29, Records of King County, Washington;

Thence Southerly along said extension and said East line and the East line of Lots 15 through 12 to its intersection with the North line of Lot 6, said Block 1;

Thence Easterly along said North line and its Easterly extension to its intersection with the East line of the West 1/2 of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17;

Thence Northerly along said East line to its intersection with the South line of the North 200 feet of the Southeast 1/4 of the Northeast 1/4;

Thence Easterly along said South line to its intersection with the East line of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 17;

Thence Southerly along said East line to its intersection with the North margin of S. 136th St.;

Thence Southerly across said S. 136th St. to the Northwest corner of Lot 9, Joan C. Hall's Acre Tracts, Unrecorded;

Thence Southerly along the West line of said Lot 9 to its intersection with the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 17;

Thence Easterly along said North line to its intersection with the West margin of Des Moines Way;

Thence Southeasterly across said Des Moines Way to a point on the East margin thereof, which is 110.88 feet Southerly of the South margin of S. 138th St., as measured along the East line of said Section 17;

Thence Easterly along a line parallel with the South margin of said S. 138th St. to its intersection with the East line of said Section 17;

Thence Southerly along said East line to its intersection with the North line of the South 1/2 of the Southwest 1/4 of Section 16, Township 23 North, Range 4 East, W.M.;

Thence Easterly along said North line to its intersection with the East line of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 16;

Thence Southerly along said East line to its intersection with the North line of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 16, said Township 23, Range 4 East, W.M.;

Thence Easterly along said North line to its intersection with the East line of the West 1/2 of the Southwest 1/4 of said Section 16;

Thence Southerly along said East line to its intersection with the South line of said Section 16;

Thence Easterly along said South line to its intersection with the Northerly extension of the West line of Sunset Court according to the plat thereof recorded in Volume 66 of Plats, Page 1, Records of King County, Washington;

Thence Southerly along said Northerly extension and said West line and its Southerly extension to its intersection with the South margin of S. 146th St., which is also the North boundary of the Seattle-Tacoma International Airport;

Thence Westerly along said North boundary to its intersection with the West boundary of said Seattle-Tacoma International Airport;

Thence Southerly along said West boundary to its intersection with the North margin of Des Moines Way, in Sec. 32, T 23 N., R 4E, W.M.;

Thence Northerly along said North margin to its intersection with the Northerly extension of the West margin of 8th Ave. S.;

Thence Southerly along said Northerly extension and said West margin to its intersection with the South line of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 32, said Township 23 North, R 4 E, W.M.;

Thence Westerly along said South line 280 feet;

Thence Southerly along a line parallel to the centerline of said 8th Ave. S. to its intersection with the North margin of S. 186th St.;

Thence Westerly along said North margin to its intersection with the East margin of 4th Ave. S.;

Thence Southerly on said East margin to its intersection with the North margin of S. 192nd St.;

Thence Easterly along said North margin to its intersection with the Northerly extension of the West line Lot 4, Block 1, Lowes Terrace No. 8, according to the plat thereof recorded in Volume 50 of Plats, Page 88, Records of King County, Washington;

Thence Southerly along said Northerly extension and said West line to the Southwest corner of said Lot 4, Block 1;

Thence Southerly across S. 194th St. to the Northwest corner of Lot 4, Block 2, of said Lowes Terrace No. 8;

Thence Southerly along the West line of said Lot 4 to the Southwest corner thereof;

Thence Easterly along the North lines of Lots 21, 20, and 19 of said Block 2 to the Northwest corner of Lot 18 of said Block 2;

Thence Southeasterly along the Northeasterly lines of Lots 18, 17 and 16 of said Block 2 to the most Northerly corner of Lot 15 of said Block 2;

Thence Southerly along the East line of said Lot 15 to the Southeast corner thereof;

Thence Southerly across S. 195th St. to the Northeast corner of Lot 9, Block 3, said Lowe's Terrace No. 8;

Thence Southerly along the East line of said Lot 9 to the Southeast corner thereof;

Thence Easterly along the South line of Lot 10 of said Block 3, to the Northeast corner of Lot 2, Block 2, Mayhill Park No. 2, according to the plat thereof recorded in Volume 54 of Plats, Page 92, Records of King County, Washington;

Thence Southwesterly along the East line of said Lot 2 to the Southeast corner thereof;

Thence Southwesterly across S. 196th St. to most Northerly corner of Lot 6, Block 1, said Mayhill Park No. 2;

Thence Southwesterly along the North line of said Lot 6 to its intersection with the East line of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 22 North, Range 5 East, W.M.;

Thence Southerly along said East line to its intersection with the North margin of S. 200th St.;

Thence Westerly along said North margin to its intersection with the East margin of 8th Ave. S.;

Thence Southerly along said East margin to its intersection with the Southerly margin of S. 207th St.;

Thence Westerly along said South margin to its intersection with the Easterly margin of the alley between Blocks 17 and 18, of Southern Pacific Land Company's Huntington Park Addition to Des Moines, according to the plat thereof recorded in Volume 4 of Plats, Page 24, Records of King County, Washington;

Thence Southerly along said East margin and its Southerly extension to its intersection with the South margin of S. 208th St.;

Thence Westerly along said South margin to its intersection with the centerline of 1st Ave. S. which is also the corporate limits of the City of Normandy Park;

Thence Northerly along said centerline to its intersection with the centerline of Normandy Park Drive (1st Pl. S.W.);

Thence Southwesterly along said centerline to its intersection with the centerline of S.W. 190th St.;

Thence Westerly along said centerline to its intersection with the West line of the East 1/2 of the East 1/2 of the Southeast 1/4 of Section 31, Township 23 North, Range 4 East, W.M.;

Thence Northerly along said West line to its intersection with the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 31;

Thence Westerly along said South line to its intersection with the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 31;

Thence Southerly along said East line to its intersection with the South line of said Section 31;

Thence Westerly along said South line to its intersection with the North-South centerline of said Section 31;

Thence Northerly along said North-South centerline to its intersection with the North line of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 31;

Thence Easterly along said North line to its intersection with the West line of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 31;

Thence Northerly along said West line to its intersection with the South line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 31;

Thence Westerly along said South line to its intersection with the North-South centerline of said Section 31;

Thence Northerly along said North-South centerline to its intersection with the North line of said Section 31;

Thence Easterly along said North line to its intersection with the centerline of 1st Ave. S.;

Thence Northerly along said centerline to its intersection with the South line of the Northeast 1/4 of Section 30, said Township 23 North, Range 4 East, W.M.;

Thence Westerly along said South line to its intersection with the West margin of 1st Ave. S.;

Thence Northerly along said margin to its intersection with the North line of the South 30 feet of said Northeast 1/4 of sd Sec. 30;

Thence Westerly along said North line 648.18 feet;

Thence Southerly along a line parallel to the East line of said Section 30, to its intersection with the South line of the Northeast 1/4 of said Section 30;

Thence Westerly along said South line and the South line of the Northwest 1/4 of said Section 30 and the South line of the Northeast 1/4 of Section 25, said Township 23 North, Range 4 East, W.M. to its intersection with the

Northerly extension of the West line of Lot 1, Block 1, Assessor's Plat of Normandy Park Highlands according to the plat thereof recorded on Volume 47 of Plats, Pages 33 and 34, Records of King County, Washington;

Thence Southerly along said Northerly extension and the West line of said Lot 1 and the West line of Lot 18, said Block 1 and its Southerly extension to its intersection with the centerline of S.W. 170th St.;

Thence Westerly along said centerline to its intersection with the Northerly extension of the East line of Lot 15, Block 3, said Assessor's Plat of Normandy Park Highlands;

Thence Southeasterly, along said Northerly extension and said East line to its intersection with the South line of said Block 3;

Thence Easterly along said South line to its intersection with the West line of Lot 22 of said Block 3;

Thence Southerly along said West line and the West line of Lot 23, said Block 3, to its intersection with the South line of said Lot 23;

Thence Northeasterly along said South line and the South line of Lot 26, said Block 3 to its intersection with the East line of said Lot 26;

Thence Northerly along said East line to its intersection with the North line of the South 1/2 of the Southeast 1/4 of said Section 25;

Thence Easterly along said North line to its intersection with the East line of said Section 25;

Thence Southerly along said East line to its intersection with the South line of said Section 25;

Thence Westerly along said South line and its Easterly extension to its intersection with the line of extreme low tide of Puget Sound;

Thence Northerly along said line of extreme low tide to its intersection with the Southerly extension of the corporate limits of the City of Seattle in the Northwest 1/4 of Section 12, said Township 23, Range 3 East, W.M.;

Thence Northeasterly and Northerly along said corporate limits (the East margin of Qualheim Ave. S.W. and the East margin of 30th Ave. S.W.) to its intersection with the North line of Section 1, said Township 23, Range 3 East, W.M.;

Thence Easterly along said North line to its intersection with centerline of 21st Ave. S.W.;

Thence Southerly along said centerline to its intersection with the centerline of S.W. 98th St.;

Thence Easterly along said centerline to its intersection with the Southerly extension of the centerline of the alley in Block 2, Haines Heights, Unrecorded;

Thence Northerly along said Southerly extension and said centerline and its Northerly extension to its intersection with the North line of said Section 1;

Thence Easterly along said North line and the North line of said Section 6 to its intersection with the Northerly extension of the East line of said White Center Heights in the Northeast 1/4 of the Northeast 1/4 of said Section 6 and the Point of Beginning.

In the matter of the application of

SOUTHWEST SUBURBAN SEWER DISTRICT  
to lay down, construct, maintain  
and operate a sewer system.

KING COUNTY, WASHINGTON, granting franchise rights to  
SOUTHWEST SUBURBAN SEWER DISTRICT for sewer system installation, maintain-  
ance and operation:

The application of SOUTHWEST SUBURBAN SEWER DISTRICT  
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 29<sup>th</sup> day of June, 1970, 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 Ordinance No. 00505  
duly and regularly enacted by its Council on the 29<sup>th</sup> day of June,  
1970, hereby grants to said SOUTHWEST SUBURBAN SEWER DISTRICT  
hereinafter called the Grantee, and to its successors and assigns, subject  
to all the terms and conditions, hereof; for the term of Twenty-five 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, to-  
gether with all necessary equipment of every sort necessary.

The location and nature of the franchise being more particularly de-  
scribed as follows:

(See attached sheets for legal description)



Sewer Franchise  
Page 2

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

1. Whenever any of the streets, avenues, alleys, county roads or public places as designated in this franchise, by reason of the subsequent incorporation or extension of same of any city or town within the territory hereinbefore described, shall fall within the City or Town limits, then all the rights, privileges and franchise herein granted shall terminate in respect to said streets, avenues, alleys, county roads and public places so annexed. And in the event the territory covered by this grant shall at any time during the term of this franchise be included within the territory of an incorporated city or town, the authorities of said city or town shall have the right at their discretion to acquire by purchase or condemnation, any or all of such sewers, laterals and equipment, etc., comprising the grantee sewer system, at a price to be based upon the reasonable value of same at that time, without any additional value for the franchise or any unexpired period thereof.
2. The Grantee shall have the right and authority to enter upon the above mentioned streets, avenues, alleys, county roads and public places for the purpose of construction work, making extensions of mains and laterals, 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 mode

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, of 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 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.

Sewer Franchise  
Page 4

PROVIDED, 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.

8. 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 twenty-four (24) hours notice of said blasting or excavating in order that said Grantee may protect his lines of pipe and property.
9. 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.

10. 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.
11. 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 a 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 30<sup>th</sup> day of July 1970.

By: [Signature]  
County Executive

TEST:

[Signature]  
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.

[Signature]  
Grantee

President

Secretary

Dated this 29<sup>th</sup> day of July 1970.

KING COUNTY COUNCIL

CITIZENS' HEALTH AND SAFETY COMMITTEE  
RECEIVED NAME OF COMMITTEE

VOL 03 FRME 1023

'70 MAY 14 AM 10:16

70-327

May 13 1970

RALPH R. STENDER  
CLERK KING COUNTY COUNCIL

FRANCHISE APPLICATION FOR SOUTHWEST SUBURBAN SEWER DISTRICT  
(NAME OR TITLE)

MAJORITY

*Do Pass*  
(Do pass or Do pass as amended)

*5/11 1st reading  
Introduce &  
set date of hearing  
6/29 - hearing*

*June 29*

CHAIRMAN

Dave Mooney

Robert Dunn, Vice Chairman

John O'Brien

Tracy Owen

Bernice Stern

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)  
                                  ) ss.  
COUNTY OF KING            )

RALPH R. STENDER, Clerk of the King County Council,  
being first duly sworn, on oath says that he posted the  
attached Notice of Hearing on application for a fran-  
chise to construct, maintain and operate sewer pipes, by  
Southwest Suburban Sewer District, in three (3) con-  
spicuous places in the King County Courthouse, Seattle,  
Washington, on the 21<sup>st</sup> day of May, 1970.

Ralph R. Stender

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day  
of May, 1970.

Fern Davidik  
Notary Public in and for the State  
of Washington, residing at Seattle.

[illegible]

U.L.D.

# SOUTHWEST SUBURBAN SEWER DISTRICT COMPREHENSIVE GENERAL PLAN

HILL, INGMAN, CHASE & CO.

SEATTLE, WASHINGTON

CONSULTING ENGINEERS

**DWG. No.**

Proj. Engr.

Approved by:

Date.

**Job No.**

Vol. No.

## Scale...

$$I'' = 600'$$

ORDINANCE  
File No. 505

COPY

Before the  
King County Council  
of King County, Washington

SUBJECT:

Sewer Franchise

S.W. Suburban Sewer District

RECEIVED  
2005 MAY 11 AM 10:58  
CLERK  
KING COUNTY COUNCIL

*25 years*

ACTION:

Adopted

June 29, 1970

Ent. Council Record, Vol. 3 Page 1005

