ORDINANCE NO. 152

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING THE SHORELINE WASTEWATER MANAGEMENT DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A SANITARY SEWER SYSTEM, IN, UNDER, THROUGH AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 grants the City broad authority to grant nonexclusive franchise agreements;

WHEREAS, on August 13, 1997, the parties executed an interlocal agreement relating to sanitary sewer services in Shoreline which requires the City to provide the Shoreline Wastewater Management District with franchise renewals during the life of that agreement; and

WHEREAS, the Council finds that it is in the bests interests of the health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to the Shoreline Wastewater Management District for the operation of a sanitary sewer system within the City right-of-way;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

1. DEFINITIONS

City Road Rights of Way. The term “City Road Rights of Way” includes any road, street, avenue, or alley located within the City of Shoreline and within the area described in the legal description filed with the City Clerk and given Clerk’s Receiving #554.

Director. The term “Director” refers to the Director of the City of Shoreline Department of Planning & Development Services.

Grantee. The term “Grantee” refers to Shoreline Wastewater Management District, its successors and assigns.

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 City
property described in the legal description filed with the City Clerk and given Clerk’s Receiving #554.

**Council.** The term “Council” refers to the City of Shoreline 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 lines, poles and other facilities in, under, over, across, and along any of the City property described in the legal description filed with the City Clerk and given Clerk’s Receiving #554.

2. **DIRECTIONS TO CITY CLERK.**

The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the Grantee set forth in this ordinance. The Grantee shall have 30 days from receipt of the certified copy of this ordinance to accept in writing the terms of the franchise granted in this ordinance.

3. **NON-EXCLUSIVE FRANCHISE**

This franchise is not exclusive. It does not prohibit the City of Shoreline from granting franchises for other public or private utilities in, under, over, across, and along any City property, including City Road Rights of Way.

This franchise does not prevent or prohibit the City of Shoreline from constructing, altering, maintaining, or using any City Road Rights of Way covered by this franchise. The City of Shoreline retains full power to make all changes, relocations, repairs, 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 the City of Shoreline has an actual interest. It is not a warranty of title or of interest in City Road Rights of Way.

None of the rights granted to the Grantee shall affect the jurisdiction of the City of Shoreline over City Road Rights of Way or the City’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 the City of Shoreline 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 City Road Rights of Way covered by this franchise.

6. **EMINENT DOMAIN**

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

7. **ENFORCEMENT**

Failure of the City of Shoreline 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 the City of Shoreline 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 the City of Shoreline, 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 City 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 City 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.
In the event it is necessary for the City 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 the City of Shoreline to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the City of Shoreline to the full extent of Grantee’s negligence. Grantee agrees to defend, indemnify, and hold harmless the City for claims by Grantee’s employees and agrees to waive of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

9. VACATION

If at any time the City of Shoreline vacates any City Road Rights of Way covered by this franchise, the City of Shoreline will not be held liable for any damages or loss to the Grantee by reason of such vacation. The City of Shoreline may, after giving thirty (30) days written notice to the Grantee, terminate this franchise with respect to any City Road Rights of Way vacated.

10. INSTALLATION, REPAIR, REMOVAL OR RELOCATION

The Grantee hereby covenants, at its own expense, to install, repair, remove or relocate existing facilities including all appurtenant facilities and service lines connecting its services to users within City Road Rights of Way if such installation, repair, removal, or relocation is required by the City for any purpose.

11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee, its successors or assigns, has the right, privilege and authority to enter the City Road Rights of Way for the purpose of operating, maintaining, repairing, or constructing its mains and service lines, and appurtenances, on the condition permits approved by the Planning and Development Services Department are obtained. Applications for work permits shall be presented to the Planning & Development Services Department, 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 City Road Rights of Way. All work shall be done to the satisfaction of the Director.

All permits 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 connecting to the Grantee’s mains or appurtenances.
The Grantee shall post a bond to the City of Shoreline 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 Planning and Development Services Department before a permit will be issued.

12. **RESTORATION OF CITY ROAD RIGHTS OF WAY**

After work on, under, or adjacent to City Road Rights of Way, the Grantee is responsible for and will leave all City Road Rights of Way in as good a condition as it was before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore City Road Rights of Way to the satisfaction of the Director, the City of Shoreline may make such repairs or restorations as are necessary to return the City Road Rights of Way to its pre-work condition. Under 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 the City of Shoreline, then the Grantee shall pay all of the actual costs, including interest, disbursements, and attorney’s fees 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 City Road Rights of Way shall conform to the requirements of the current edition of the City Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the Manual 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 mains and service lines and appurtenances granted by this franchise, does not preclude the City of Shoreline, its agents or contractors from blasting, grading, or doing other road work contiguous to the Grantee’s mains and service 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 mains and service 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 consent of the City 
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

The City of Shoreline may, upon giving thirty (30) days written notice to the Grantee 
amend, alter, change or supplement the rights and responsibilities created in this 
franchise.

If the Grantee, its successors or assigns shall violate or fail to comply with any of the 
terms, conditions or stipulations or any modifications of this franchise, the City of 
Shoreline will notify the Grantee of the City's intent to revoke the franchise, and will 
schedule a public hearing within 45 days following the notification. The decision to 
revoke will become effective 90 days following the public hearing if the City finds the 
revocation to be in the public interest.

18. EXPIRATION AND RENEWAL

This franchise includes and applies to all City Road Rights of Way acquired by the City 
of Shoreline after the date of execution of this document.

If the Grantee has not applied for a renewal of this franchise before it expires, the City of 
Shoreline has the right to remove any mains and service lines and appurtenances of the 
Grantee as is reasonably necessary for the safe operation of City roads, Rights of Way or 
facilities of other franchise holders. The City of Shoreline has the right to remove any of 
the Grantee's mains and service lines, and appurtenances as is reasonably necessary for 
the construction, renewing, altering, or improving of any City 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 of its mains and service 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 City Road Rights of Way but shall not have the right to provide additional services.

19. **COMPLIANCE WITH LAWS**

Grantee shall conform to state and local environmental regulations including but not limited to the State Environmental Policy Act and the City of Shoreline’s 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 suspensions in whole or in part, of the agreement by the City and may result in ineligibility for further City 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 the City of Shoreline 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 City may revoke, amend, alter, change or supplement this franchise. The Council shall give thirty (30) days 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 City 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.

25. **INCORPORATION BY REFERENCE**

Shoreline City Ordinance No. 83, Establishing Minimum Requirements, Procedures, And Application Information For Franchises Within Shoreline, as currently written and as hereafter amended, is hereby incorporated herein by this reference. In the event of a conflict between Ordinance No. 83 and this Ordinance, this Ordinance shall control over any conflicting provisions incorporated by this Section.

26. **TERM**

This franchise shall expire on the earlier of the following: three (3) years from the last day of the month in which this Ordinance is effective, the passage of a substitute franchise ordinance by the Shoreline City Council, or sixty (60) days after the termination of the interlocal agreement related to sanitary sewer services executed by the parties on August 13, 1997.
27. **EFFECTIVE DATE.**

This ordinance shall take effect and be in full force five (5) days after the date of publication. The City Clerk is hereby directed to publish this ordinance in full.

**PASSED BY THE CITY COUNCIL ON FEBRUARY 23 1998.**

Mayor Scott Jepsen

**ATTEST:**

Sharon Mattioli, CMC
City Clerk

**APPROVED AS TO FORM:**

Bruce L. Disend
City Attorney

Date of Publication: March 3, 1998
Effective Date: March 8, 1998
DESCRIPTION OF THE BOUNDARY OF THE
SHORELINE WASTEWATER MANAGEMENT DISTRICT
(Ordinance No. 152)

This description encompasses all of Section 1 and portions of Sections 2, 11, 12, and 13 in Township 26 North, Range 3 East, W. M., and portions of Sections 3, 4, 5, 6, 7, 8, 9, and 18, in Township 26 North, Range 4 East, W. M., situate in King County, Washington, being more particularly described as follows:

Beginning at the Northwest corner of said Section 1, Township 26 North, Range 3 East, W.M.;

Thence Easterly along the North line of said Township 26 North to the Northeast corner of the West 1/2 of the Northwest 1/4 of Section 5, Township 26 North, Range 4 East, W.M.;

Thence Southerly along the East line of said West 1/2 to the South line of said Northwest 1/4 of Section 5;

Thence Easterly along said South line to the Southeast corner of said Northwest 1/4 of Section 5;

Thence Northerly along the East line of said Northwest 1/4 to the Northeast corner of said subdivision, said corner being on the North line of said Township 26 North;

Thence Easterly along the North line of said Township 26 North to the Northwest corner of Section 3, Township 26 North, Range 4 East, W.M.;

Thence Easterly along the North line of said Section 3 to its intersection with the Northerly extension of the West line of Lot 21, Block 2, of the plat of Lake Forest Park First Addition, as recorded in Volume 20 of Plats, Page 82, Records of King County, Washington;

Thence Southerly along said Northerly extension and along said West line of Lot 21 to the Southeast corner thereof;

Thence Easterly along the South line of Lots 21 and 20 of said Block 2 to the Southeast corner of said Lot 20, said corner also being the Northeast corner of Lot 18 of said Block 2;

Thence Southerly along the East line of Lots 18 and 17 of said Block 2 to the Southeast corner of said Lot 17, said corner also being the Northwest corner of Lot 12 of said Block 2;

Thence Easterly along the North line of Lots 12, 11, 10, 9, and 8, of said Block 2 of said plat and its Easterly extension to the Northwest corner of Lot 7, Block 1, of said plat of Lake Forest Park First Addition;

Thence Easterly along the North line of said Lot 7 a distance of 47.62 feet to a point on the Southerly line of Block 1 of the plat of Forest Park Glen, as recorded in Volume 65 of Plats, Pages 25 and 26, Records of King County, Washington;

Thence Southeasterly along the Southwesterly line of said Block 1, and its Southeasterly extension to its intersection with the centerline of 45th Avenue N.E. (a.k.a., the East line of the Northwest 1/4 of said Section 3);

Thence Southerly along the centerline of said 45th Avenue N.E. to its intersection with the Easterly extension of the North line of Lot 13, Block 9, of said plat of Lake Forest Park First Addition;
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Thence Westerly along said Easterly extension and along the North line of said Lot 13 to the Northwest corner thereof;

Thence Southerly along the West line of Lots 13, 14, and 15, of said Block 9 to the Southwest corner of said Lot 15;

Thence Easterly along the South line of said Lot 15, said line also being the North line of Lot 21 of said Block 9, to the Northeast corner of said Lot 21;

Thence Southerly along the East line of Lots 21, 22, 23, 24, and 25, of said Block 9, to the Southeast corner of said Lot 25;

Thence Westerly along the South line of said Lot 25 to the Southwest corner thereof;

Thence Westerly across 40th Place N.E. to the Northeast corner of Lot 24A, Block 8, of said plat of Lake Forest Park First Addition;

Thence Westerly along the North line of said Lot 24A to the Northwest corner thereof, said corner being on the East line of the West 1/2 of the Southwest 1/4 of Section 3, Township 26 North, Range 4 East, W.M.;

Thence Southerly along said East line to the Southeast corner of Lot 10 of the plat of Sharon Park Addition, as recorded in Volume 63 of Plats, Page 14, Records of King County, Washington;

Thence Westerly along the South line of Lots 10, 11, 12, and 13, of said plat to the Southwest corner of said Lot 13, said corner being on the Easterly margin of 38th Avenue N.E.;

Thence Southerly along said Easterly margin and its Southerly extension to the Southerly margin of N.E. 189th Place;

Thence Westerly along said Southerly margin and its Westerly extension to the Westerly margin of 37th Avenue N.E.;

Thence Southerly along said Westerly margin to its intersection with Easterly extension of the North line of Lot 16 of the plat of The Albin Sharp Tract, as recorded in Volume 50 of Plats, Page 18, Records of King County, Washington;

Thence Westerly along said Easterly extension and along the North line of Lots 16, 15, 14, 13, and 12, of said plat, and along its Westerly extension to the Westerly margin of 35th Avenue N.E.;

Thence Northerly along the Westerly margin of said 35th Avenue N.E. to the Northeast corner of the South 1/3 of Lot 7, Block 2, of the plat of North Side Five Acre Tracts, as recorded in Volume 15 of Plats, Page 73, Records of King County, Washington;

Thence Westerly along the North line of the South 1/3 of said Lot 7 to the West line of said Lot, said West line also being the East line of the plat of Lane Addition, as recorded in Volume 47 of Plats, Page 37, Records of King County, Washington;

Thence Northerly along the East line of said plat of Lane Addition to the Northeast corner of Lot 6 of said plat;
Thence Westerly along the North line of said Lot 6 to the Northwest corner thereof, said corner being on the Southeasterly margin of 32nd Avenue N.E.;

Thence Southerly along said Southeasterly margin and along its Southerly projection to the centerline of Ballinger Road;

Thence Northerly along the Southerly extension of the centerline of said Ballinger Road to its intersection with the West line of the East 1/2 of the Northwest 1/4 of Section 4, Township 26 North, Range 4 East, W.M.;

Thence Southerly along said West line to the Southwest corner of said East 1/2 of the Northwest 1/4;

Thence Southerly along the West line of the East 1/2 of the Southwest 1/4 of said Section 4 to the Southwest corner of Lot 2 of King County Short Plat 980046, Recording No. 8107230477, Records of King County, Washington;

Thence Easterly along the Easterly extension of the South line of Lot 2 of said short plat to the centerline of McAleer Creek;

Thence Southeasterly along the centerline of said creek to a point 570 feet East, more or less, of the West line of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 26 North, Range 4 East, W.M.;

Thence South 07° 24’ 21” West to a point on the South line of the North 1/2 of said Northeast 1/4 of the Southwest 1/4, said South line also being the South line of Tract 31 of Trafford Park Tracts Unrecorded, said point bearing South 88° 02’ 47” East a distance of 557.33 feet from the Southwest corner of said North 1/2 of the Northeast 1/4 of the Southwest 1/4;

Thence Easterly along said South line to the Northwest corner of Lot 3 of the plat of Trafford Park Homes, as recorded in Volume 62 of Plats, Page 17, Records of King County, Washington;

Thence Southerly along the Westerly line of Lot 3 and Lot 4 of said plat to the Southwesterly corner of said Lot 4;

Thence Easterly along the South line of said Lot 4 to the Northwest corner of Lot 1 of A. J. Nelson’s Plat, as recorded in Volume 44 of Plats, Page 43, Records of King County, Washington;

Thence Southerly along the West line of Lots 1 through 5 inclusive of said plat to the Southwest corner of Lot 5 of said plat, said Southwest corner being on the South line of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 26 North, Range 4 East, W.M.;

Thence Westerly along the South line of said Northeast 1/4 of the Southwest 1/4 to the Northeasterly margin of Lago Place N.E.;

Thence Southeasterly and Southerly along the Northeasterly and Easterly margin of Lago Place N.E. to its intersection with the East margin of 23rd Avenue N.E.;

Thence Southerly along said East margin to its intersection with the Northerly margin of N.E. Perkins Way;
Thence Easterly and Southeasterly along the Northerly and Northeasterly margin of said N.E. Perkins Way to its intersection with the North margin of N.E. 185th Street;

Thence Easterly along said North margin to its intersection with the Southerly extension of the West line of the plat of Lael Addition, as recorded in Volume 52 of Plats, Page 100, Records of King County, Washington;

Thence Northerly along said Southerly extension and along the West line of said plat to the Northwest corner of said plat;

Thence Easterly along the North line of said plat to its Northeast corner, said corner also being the Northwest corner of the plat of Hazel’s Glenn Addition, as recorded in Volume 49 of Plats, Page 69, Records of King County, Washington;

Thence Easterly along the North line of said plat of Hazel’s Glenn Addition, and its Easterly extension to the East margin of 30th Avenue N.E.;

Thence Southerly along said East margin to its intersection with the North margin of N.E. 185th Street;

Thence Easterly along said North margin to its intersection with the West line of the East 245 feet of Lot 4, Block 2, plat of North Side Five Acre Tracts, as recorded in Volume 15 of Plats, Page 73, Records of King County, Washington;

Thence Northerly along a line parallel with and 245 feet West of the East line of said Lot 4, Block 2, and of the East line of Lot 3, Block 2, of said plat, to a point 135 feet North of the South line of said Lot 3, Block 2;

Thence Easterly along a line parallel with and 135 feet North of the South line of said Lot 3, Block 2, to the East line of said Lot 3;

Thence Southerly along said East line to the Southeast corner of said Lot 3, said corner also being the Northwest corner of Lot 5, Block 2, of said plat;

Thence Easterly along the North line of said Lot 5 to its intersection with the Southwesterly margin of Ballinger Road;

Thence Southeasterly along said Southwesterly margin to its intersection with the South line of Lot 5, Block 2, of said plat of North Side Five Acre Tracts;

Thence Southeasterly to the intersection of the centerlines of N.E. 185th Street and 35th Avenue N.E. said intersection also being the Northeast corner of Section 9, Township 26 North, Range 4 East, W.M.;

Thence Southerly along the centerline of said 35th Avenue N.E. to its intersection with the extension of the Northerly margin of N.E. 182nd Street;

Thence Northwesterly along said extension and said Northerly margin to its intersection with the West line of Lot 10, Block 15, of the plat of Lake Forest Park 2nd Addition, as recorded in Volume 21 of Plats, Page 82, Records of King County, Washington;

Thence Northerly along the West line of Lots 10, 9, 8 and 7 inclusive, of said Block 15, to the Northwest corner of said Lot 7;
Thence Westerly along the Westerly extension of the North line of said Lot 7 to the East line of Lot 13 of said Block 15;
Thence Southerly along said East line to the Northerly margin of N.E. 182nd Street;
Thence Northwesternly along said Northerly margin to its intersection with the West line of the East 30 feet of Lot 14, Block 15 of said Addition;
Thence Northerly along said West line of the East 30 feet of Lot 14 a distance of 150 feet;
Thence Westerly along a line perpendicular with said West line of the East 30 feet of Lot 14 to the East line of Lot 16, Block 15, said plat of Lake Forest Park 2nd Addition;
Thence Northerly along said East line of Lot 16 a distance of 50.49 feet;
Thence Westerly along a line perpendicular to said East line of Lot 16 to the East line of Lot 18, said Block 15;
Thence Northerly along said East line to the Northeast corner of said Lot 18, Block 15;
Thence Westerly along the North line of said Lot 18 to the Northwest corner thereof;
Thence Southerly along the West line of said Lot 18, Block 15, to the Northerly margin of N.E. 182nd Street;
Thence Northwesternly along said Northerly margin to its intersection with the Southwesterly margin of 30th Avenue N.E.;
Thence Northwesternly along said Southwesterly margin to its intersection with the Northwesterly line of Lot 1, Block 16, of said plat of Lake Forest Park 2nd Addition;
Thence Southwesterly along said Northwesterly line of Lot 1 a distance of 145 feet;
Thence Northwesterly along a line parallel with and 145 feet Southwesterly of the Southwesterly margin of 30th Avenue N.E. to the Northwesterly line of Lot 2 of said Block 16;
Thence Southwesterly along the Northwesterly line of said Lot 2, to the Northwesterly corner thereof;
Thence Southeasterly along the Southwesterly line of Lot 2 and Lot 1, Block 16, of said plat of Lake Forest Part 2nd Addition to the Northerly margin of N.E. 182nd Street;
Thence Southwesterly along a straight line to the Northwesterly corner of Lot 3, Block 19, of said plat of Lake Forest Park 2nd Addition, said Northwesterly corner being on the Northeasterly margin of 29th Avenue N.E.
Thence Southeasterly along said Northeasterly margin and its southeasterly extension, to an intersection with the Southerly margin of N.E. 178th Street;
Thence Westerly along said Southerly margin and its Westerly extension to its intersection with the centerline of 25th Avenue N.E.;
Thence Southeasterly and Southerly along the centerline of said 25th Avenue N.E. to its intersection with the Easterly extension of the South line of Lots 1, 2, 3, 4 and 6, Block 5, plat of Monte Vista No. 2, according to the plat thereof as recorded in Volume 29 of Plats, Page 45, Records of King County, Washington;
Thence Westerly along said Easterly extension and along the South line of said Lots 1, 2, 3, 4 and 6, Block 5, of said plat and its Westerly extension to the centerline of 22nd Avenue N.E.;

Thence Northerly along the centerline of said 22nd Avenue N.E. to its intersection with the Easterly extension of the South line of Lots 11 through 14 inclusive, Block 2 of said Monte Vista No. 2;

Thence Westerly along said Easterly extension and along said South line of said Lots 11 through 14 to the Southwest corner of said Lot 11, Block 2 of said Monte Vista No. 2;

Thence Northerly along the West line of said Lot 11 to the Northwest corner thereof;

Thence Northwesterly across N.E. 170th Street to the Southwest corner of Lot 20, Block 3, of the plat of Monte Vista according to the plat thereof as recorded in Volume 29 of Plats, Page 30, Records of King County, Washington;

Thence Northerly along the West line of said Lot 20 to the Northwest corner thereof said corner also being the Southeast corner of Lot 10, Block 3, of said Monte Vista;

Thence Westerly along the South line of Lots 10, 9, 8, 7, and 6, of said Block 3, to the Southwest corner of said Lot 6, Block 3;

Thence Northerly along the West line of said Lot 6, Block 3, to the Northwest corner thereof, which is also a point on the South margin of N.E. 171st Street;

Thence Northerly across said N.E. 171st Street to the Southwest corner of Lot 25, Block 4, of said plat of Monte Vista;

Thence Northerly along the West line of said Lot 25, Block 4, to the Northwest corner thereof;

Thence Easterly along the North line of said Lot 25, Block 4, to the Northeast corner thereof, said corner also being the Southwest corner of Lot 7, Block 4, said plat of Monte Vista;

Thence Northerly along the West line of said Lot 7, Block 4, to the Northwest corner thereof which is also a point on the South margin of N.E. 172nd Street;

Thence Northerly across said N.E. 172nd Street to the Southeast corner of Lot 38, Block 29, Lake Forest Park Third Addition, as recorded in Volume 22 of Plats, Page 4, Records of King County, Washington;

Thence Northerly along the East line of said Lot 38, Block 29, to its intersection with the South line of the North 52 feet of said Lot 38;

Thence Westerly along said South line of the North 52 feet of Lots 38 and 37, of said Block 29 to its intersection with the West line of said Lot 37;

Thence Northerly along the West line of said Lot 37, Block 29, to the Northwest corner thereof which is also the Southeast corner of Lot 4, Block 29, of said Lake Forest Park Third Addition;

Thence Westerly along the South line of said Lot 4, Block 29, to the Southwest corner thereof;

Thence Northerly along the West line of said Lot 4, Block 29, to the most Northerly corner thereof, said corner also being on the Southerly margin of N.E. 175th Street;
Thence Northerly across N.E. 175th Street to the most Southerly corner of Lot 23, Block 28, said Addition;

Thence Northeasterly along the Southeasterly line of said Lot 23 to its intersection with the Southeasterly extension of the Southwesterly line of Lot 21, Block 28, said Addition;

Thence Northwesterly along the Southeasterly extension of the Southwesterly line of said Lot 21 to the most Southerly corner of said Lot 21;

Thence Northeasterly along the Southeasterly line of said Lot 21 to the most Easterly corner thereof;

Thence Northwesterly along the Northeasterly line of said Lot 21 to the most Northerly corner thereof, said corner being on the Southeasterly margin of Serpentine Place;

Thence Southwesterly along said Southeasterly margin to its intersection with the Southeasterly extension of the Southwesterly side of Lot 8, Block 30, said Addition;

Thence Northwesterly along said Southeasterly extension and along the Southwesterly side of said Lot 8, Block 30, to the most Westerly corner of said Lot 8;

Thence Northeasterly along the Northwesterly side of said Lot 8, said side being common with the Southeasterly side of Lots 25 and 26, said Block 30, to the most Easterly corner of said Lot 26, said corner being on the South margin of N.E. 177th Street;

Thence Easterly along the South margin of N.E. 177th Street to its intersection with the Southerly extension of the East line of Lot 55, Block 22, said Lake Forest Part Third Addition;

Thence Northerly along said Southerly extension and along the East line of Lot 55, Block 22, to the Northeast corner of said Lot 55;

Thence Westerly along the North line of Lots 55, 54, 53 and 52 in said Block 22, to the Southeast corner of Lot 46, Block 22, in said Addition;

Thence Northerly along the East line of Lots 46, 45 and Lot I-2, Block 22, said Addition, to its intersection with the South line of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 26 North, Range 4 East, W.M.;

Thence Westerly along said South line to the South line to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 26 North, Range 4 East, W.M., said corner also being the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 8, Township 26 North, Range 4 East, W.M.;

Thence Westerly along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 8 to a point 70 feet West of the East line of said Section 8;

Thence Northerly on a line parallel with and 70 feet West of the East line of said Section 8 to a point 50 feet South of the North line of Lot 13, Block 3, Northend Country Estates Addition, as recorded in Volume 28 of Plats, Page 37, Records of King County, Washington;

Thence Westerly on a line parallel with and 50 feet South of the North line of said Lot 13, Block 3, to a point 30 feet East of the West line of said Lot 13;
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Thence Northerly on a line parallel with and 30 feet East of the West line of said Lot 13, Block 3, to the North line of said Lot 13;

Thence Westerly along the North line of said Lot 13, Block 3, to the Northwest corner thereof, said corner also being the Southeast corner of Lot 9, Block 3, of said Addition;

Thence Northerly along the East line of said Lot 9, Block 3, to the Northeast corner thereof;

Thence Westerly along the North line of said Lot 9, Block 3 and its Westerly extension to the West margin of 12th Avenue N.E.;

Thence Northerly along the West margin of said 12th Avenue N.E. to its intersection with the South margin of N.E. 185th Street;

Thence Northerly across said N.E. 185th Street to the Southwest corner of Lot 5 of the plat of Terrace Heights, as recorded in Volume 55 of Plats, Page 83, Records of King County, Washington;

Thence Northerly along the West line of said Lot 5 to the Northwest corner thereof, said corner being on the South line of Lot 21, Block 2, Fir View Terrace Second Addition, as recorded in Volume 47 of Plats, Page 27, Records of King County, Washington;

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

Thence Northerly along the East line of said Lot 18, Block 2, to the Northeast corner thereof;

Thence Northerly in a straight line to the most Southerly corner of Lot 21, Block 3, said Addition;

Thence Northeasterly to a point on the Southeasterly line of Lot 20, said Block 3, which is 70 feet Southwesterly, as measured along said Southeasterly line, from the Southwesterly margin of N.E. 188th Street;

Thence Northwesterly to a point on the Southeasterly line of Lot 18, said Block 3, which is 70 feet Southwesterly, as measured along said Southeasterly line, from the Southwesterly margin of N.E. 188th Street;

Thence Northwesterly to a point on the Easterly line of Lot 16, said Block 3, which is 70 feet Southerly, as measured along said Easterly line, from the Southerly margin of N.E. 188th Street;

Thence Northwesterly to a point on the Southeasterly line of Lot 8, Block 5, said Fir View Terrace Second Addition, which is 20 feet Southwesterly of the Southeasterly corner of said Lot 8;

Thence Northerly to the Northeasterly corner of said Lot 8, Block 5, said corner being on the Southeasterly line of Lot 11, Fir View Heights Addition, as recorded in Volume 68 of Plats, Page 72, Records of King County, Washington;

Thence Southwesterly along the Southeasterly line of Lots 11, 10, 9, 8 and 7 of said Fir View Heights Addition to the most Southerly corner of said Lot 7;
Thence Northwesterly along the Southwesterly line of said Lot 7 and its Northwesterly extension to its intersection with the Southwesterly extension of the Southeasterly line of Lot 2, said Addition;

Thence Northeasterly along said Southwesterly extension and along the Southeasterly line of Lots 2 and 1, of said Addition, to a point on said Southeasterly line 60 feet Northeasterly from the most Southerly corner of Lot 1, of said Fir View Heights Addition;

Thence Northwesterly on a line to a point on the West margin of 11th Avenue N.E. which is 30 feet Southerly of the Northeast corner of Lot 12, Block 1, Lago Vista Number 2, as recorded in Volume 32 of Plats, Page 36, Records of King County, Washington;

Thence Westerly on a line parallel to the North line of said Lot 12, Block 1, to a point 60 feet West of the West margin of 11th Avenue N.E.;

Thence Northerly on a line to a point on the South line of Lot 11, Sky Acres Addition, as recorded in Volume 49 of Plats, Page 31, Records of King County, Washington, said point being 70 feet Westerly of the Southeast corner of said Lot 11;

Thence Easterly along the South line of said Lot 11 to the Southeast corner thereof;

Thence Northerly along the East line of said Lot 11 to the Northeast corner thereof;

Thence Westerly along the North line of said Lot 11 to the Northwest corner thereof;

Thence Northwesterly on a line to the most Westerly corner of Lot 17, said Sky Acres Addition, said corner being on the Southerly margin of 10th Avenue N.E.;

Thence Southwesterly along said Southerly margin of 10th Avenue N.E. to its intersection with the Southeasterly extension of the Northeasternly line of Lot 4, said Sky Acres Addition;

Thence Northwesterly along said Southeasterly extension and along the Northeasterly line of said Lot 4, Sky Acres Addition, and along the Northwesterly extension of said line to the Westerly right-of-way margin of SR 5 (Interstate Highway No. 5);

Thence Southerly and Westerly along said Westerly right-of-way margin of SR 5 to its intersection with the North-South centerline of Section 5, Township 26 North, Range 4 East, W.M.;

Thence Northerly along said North-South centerline to its intersection with the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 5;

Thence Westerly along the South line of said Northeast 1/4 of the Southwest 1/4 to the Southwest corner of said Northeast 1/4 of the Southwest 1/4, said corner being on the centerline of 1st Avenue N.E.;

Thence Northerly along said centerline a distance of 370 feet;

Thence Westerly on a line parallel with the centerline of N. 190th Street a distance of 430 feet;

Thence Southerly on a line parallel with the centerline of 1st Avenue N.E. to the South margin of N. 190th Street;

Thence Easterly along said South margin to the West margin of 1st Avenue N.E.;
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Thence Southerly along said West margin to a point 150 feet South of the South margin of N. 190th Street;

Thence Westerly on a line parallel with the centerline of N. 190th Street to the West margin of Corliss Avenue North;

Thence Northerly to the Northeast corner of Lot 10, Echo Lane No. 2, as recorded in Volume 71 of Plats, Page 90, Records of King County, Washington;

Thence Westerly, parallel with the centerline of North 190th Street, to the East line of Section 6, Township 26 North, Range 4 East, W.M., said East line also being the centerline of Meridian Avenue North;

Thence Southerly along said centerline to its intersection with the centerline of N. 190th Street;

Thence Westerly along said centerline of N. 190th Street to its intersection with the Northerly extension of the West line of Lot 20, Echo Lake Terrace Addition, as recorded in Volume 49 of Plats, Page 54, Records of King County, Washington;

Thence Southerly along said Northerly extension and along said West line of Lot 20 to the Southwest corner of said Lot 20, said corner also being on the North line of Lot 1, Block B, Densmore Circle Addition, as recorded in Volume 51 of Plats, Page 41, Records of King County, Washington;

Thence Easterly along the North line of said Lot 1, Block B, to the Northeast corner thereof;

Thence Southerly along the East lines of Lots 1 through 5 inclusive, of said Block B, to the Southeast corner of said Lot 5, Block B, said corner being on the North margin of N. 188th Street;

Thence Southerly across N. 188th Street to a point on the South margin of said street which is 8 feet East of the Northeast corner of Lot 20, Block 1, Glenwood Home Tracts, as recorded in Volume 19 of Plats, Page 29, Records of King County, Washington;

Thence Southerly along a line parallel with and 8 feet East of the East line of said Lot 20 to its intersection with the Easterly extension of the South line of said Lot 20;

Thence Westerly along said Easterly extension and along the South line of said Lot 20 to the Southwest corner thereof, said corner also being on the East margin of Densmore Avenue;

Thence Westerly across Densmore Avenue to the Southeast corner of Lot 1, Block 2, said plat of Glenwood Home Tracts;

Thence Westerly along the South line of said Lot 1, Block 2, to the Southwest corner thereof;

Thence Westerly to the Southeast corner of Lot 20, said Block 2;

Thence Westerly along the South line of said Lot 20, Block 2, to the Southwest corner thereof;

Thence Northerly along the West line of said Lot 20, Block 2 to its intersection with the Easterly extension of the North line of Lot 2, Block 3, said plat of Glenwood Home Tracts;
Thence Westerly along said Easterly extension and along the North line of said Lot 2, Block 3, and along its Westerly extension to a point 7 feet West of the Northwest corner of said Lot 2, Block 3;

Thence Southerly along a line parallel with and 7 feet West of the West line of Lots 2 through 7 inclusive, said Block 3, and its Southerly extension to a point 334 feet North of the centerline of N. 185th Street;

Thence Westerly along a line parallel with the centerline of N. 185th Street to the East margin of Stone Avenue;

Thence Westerly across Stone Avenue to the Northeast corner of Lot 4, Block 2, Clive Addition to Echo Lake, as recorded in Volume 15 of Plats, Page 5, Records of King County, Washington;

Thence Westerly along the North line of Lot 4 and Lot 7, Block 2, said Addition, and along its Westerly extension to the West margin of Midvale Avenue, said margin being the East line of Block 3, said Clive Addition to Echo Lake;

Thence Southerly along the East line of said Block 3 and its Southerly extension to the North line of Section 7, Township 26 North, Range 4 East, W.M.;

Thence Southerly along a line parallel with the East line of Block 2, and Block 3, Richmond Acres Addition, as recorded in Volume 24 of Plats, Page 25, Records of King County, Washington, and along its Southerly extension to a point 150 feet south of the North line of the South 1/2 of the Northeast 1/4 of said Section 7;

Thence Easterly along a line parallel with and 150 feet South of said North line of the South 1/2 of the Northeast 1/4 of Section 7 to a point 310 feet West of the East line of the West 1/2 of said Northeast 1/4;

Thence Southerly along a line parallel with and 310 feet West of said East line of the West 1/2 of the Northeast 1/4 to the South line of said Northeast 1/4;

Thence Southerly to a point on the South line of said Section 7 which is 310 feet West of the East line of the West 1/2 of the Southeast 1/4 of said Section 7, said point also being on the North line of Section 18, Township 26 North, Range 4 East, W.M.;

Thence Southerly to the Northeast corner of Lot 11, Block 2, Balch’s Parkwood Addition, as recorded in Volume 45 of Plats, Page 65, Records of King County, Washington;

Thence Southerly along the East line of Lot 11 through Lot 3 inclusive, and along its Southerly extension to its intersection with the centerline of N. 160th Street;

Thence Westerly along said centerline to its intersection with the Northerly extension of the East margin of Stone Avenue;

Thence Southerly along said Northerly extension and along the East margin of Stone Avenue to its intersection with the North margin of N. 155th Street;

Thence Southerly in a straight line along the Southerly extension of the aforementioned East margin of Stone Avenue to its intersection with the South line of the plat of Parkwood, as recorded in Volume 44 of Plats, Page 47, Records of King County, Washington, said South line
of plat also being the North line of the South 15 feet of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 26 North, Range 4 East, W.M.;

Thence Westerly along said North line of the South 15 feet of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 to the East margin of Aurora Avenue North;

Thence Southerly along said East margin of Aurora Avenue North to its intersection with the centerline of N. 145th Street, said centerline also being the South line of Section 18, Township 26 North, Range 4 East, W.M.;

Thence Westerly along said South line of Section 18 to the Southwest corner of said Section;

Thence Northerly along the West line of said Section 18 to the West 1/4 corner of said Section, said corner also being the East 1/4 corner of Section 13, Township 26 North, Range 3 East, W.M.;

Thence Westerly along the East-West centerline of said Section 13 to its intersection with the Southerly extension of the West line of Lot 12, Block 3, Highland Terrace Addition as recorded in Volume 48 of Plats, Page 97, Records of King County, Washington;

Thence Northerly along said Southerly extension and along the West line of said Lot 12, and along the West line of Lots 11 through 1 inclusive, of said Block 3, to the Northwest corner of said Lot 1, Block 3;

Thence Easterly along the North line of said Lot 1, Block 3, to its intersection with the West line of Lot 3, Block 4, said Addition;

Thence Northerly along the West line of said Lot 3, Block 4, to the Northwest corner thereof, said corner being on the South line of the North 1/2 of the Northeast 1/4 of Section 13, Township 26 North, Range 3 East, W.M.;

Thence Westerly along said South line to its intersection with the North-South centerline of said Section 13;

Thence Northerly along said North-South centerline to its intersection with the North line of said Section 13, said North line also being the South line of Section 12, Township 26 North, Range 3 East;

Thence Westerly along the South line of said Section 12 to a point on said South line 50 feet West of the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 12;

Thence Northerly to the most Easterly corner of Lot 4, Block 32, Innis Arden No. 3, as recorded in Volume 46 of Plats, Pages 42 through 45, Records of King County, Washington;

Thence Southwesterly along the Southeasterly line of said Lot 4, Block 32, and along said Southeasterly line of Reserve "O" of said plat of Innis Arden No. 3 to the South line of said Section 12;

Thence Westerly along the South line of said Section 12, which is also the South line of said Reserve "O" of Innis Arden No. 3, to the Southwest corner of said Section 12, said corner also being the Southeast corner of Section 11, Township 26 North, Range 3 East, W.M.;
Thence Westerly along the South line of said Section 11 to its intersection with the East margin of the Burlington Northern Railroad right-of-way;

Thence Northerly along the East margin of said Burlington Northern Railroad right-of-way to its intersection with the North line of said Section 11, said line also being the South line of Section 2, Township 26 North, Range 3 East, W.M.;

Thence Easterly along said South line of Section 2 to its intersection with the West line of Block 22, Innis Arden No. 2, as recorded in Volume 41 of Plats, Page 20, Records of King County, Washington;

Thence Northerly along the West line of said Block 22 of Innis Arden No. 2 to the Northwest corner of said Block 22, said corner being on the South line of the North 1/2 of the Southeast 1/4 of said Section 2;

Thence Westerly along said South line of the North 1/2 of the Southeast 1/4 to its intersection with the Northeasterly margin of the Burlington Northern Railroad right-of-way;

Thence Northwesterly along the Northeasterly margin of said Burlington Northern Railroad right-of-way to the most Southerly corner of Parcel 1 of King County Short Plat KCSP580083, Recording No. 8010080713, Records of King County, Washington;

Thence Southwesterly along a line perpendicular to said Northeasterly margin of the Burlington Northern Railroad right-of-way to the Easterly shore of Puget Sound;

Thence Northerly along said Easterly shore of Puget Sound to its intersection with the South line of the North 288.75 feet of Government Lot 2 in said Section 2;

Thence Easterly along said South line of the North 288.75 feet of Government Lot 2 to its intersection with the Westerly margin of Richmond Beach Drive Northwest;

Thence Northerly along the Westerly margin of said Richmond Beach Drive Northwest to its intersection with the North line of said Section 2;

Thence Easterly along the North line of said Section 2 to the Northeast corner of said Section, said corner also being the Northwest corner of Section 1, Township 26 North, Range 3 East, W.M., and the Point of Beginning.
This description encompasses all of Section 1 and portions of Sections 2, 11, 12, and 13 in Township 26 North, Range 3 East, W. M., and portions of Sections 3, 4, 5, 6, 7, 8, 9, and 18, in Township 26 North, Range 4 East, W. M., situate in King County, Washington, being more particularly described as follows:

Beginning at the Northwest corner of said Section 1, Township 26 North, Range 3 East, W.M.;

Thence Easterly along the North line of said Township 26 North to the Northeast corner of the West 1/2 of the Northwest 1/4 of Section 5, Township 26 North, Range 4 East, W.M.;

Thence Southerly along the East line of said West 1/2 to the South line of said Northwest 1/4 of Section 5;

Thence Easterly along said South line to the Southeast corner of said Northwest 1/4 of Section 5;

Thence Northerly along the East line of said Northwest 1/4 to the Northeast corner of said subdivision, said corner being on the North line of said Township 26 North;

Thence Easterly along the North line of said Township 26 North to the Northwest corner of Section 3, Township 26 North, Range 4 East, W.M.;

Thence Easterly along the North line of said Section 3 to its intersection with the Northerly extension of the West line of Lot 21, Block 2, of the plat of Lake Forest Park First Addition, as recorded in Volume 20 of Plats, Page 82, Records of King County, Washington;

Thence Southerly along said Northerly extension and along said West line of Lot 21 to the Southeast corner thereof;

Thence Easterly along the South line of Lots 21 and 20 of said Block 2 to the Southeast corner of said Lot 20, said corner also being the Northeast corner of Lot 18 of said Block 2;

Thence Southerly along the East line of Lots 18 and 17 of said Block 2 to the Southeast corner of said Lot 17, said corner also being the Northwest corner of Lot 12 of said Block 2;

Thence Easterly along the North line of Lots 12, 11, 10, 9, and 8, of said Block 2 of said plat and its Easterly extension to the Northwest corner of Lot 7, Block 1, of said plat of Lake Forest Park First Addition;

Thence Easterly along the North line of said Lot 7 a distance of 47.62 feet to a point on the Southerly line of Block 1 of the plat of Forest Park Glen, as recorded in Volume 65 of Plats, Pages 25 and 26, Records of King County, Washington;

Thence Southeasterly along the Southwesterly line of said Block 1, and its Southeasterly extension to its intersection with the centerline of 45th Avenue N.E. (a.k.a., the East line of the Northwest 1/4 of said Section 3);

Thence Southerly along the centerline of said 45th Avenue N.E. to its intersection with the Easterly extension of the North line of Lot 13, Block 9, of said plat of Lake Forest Park First Addition;
Thence Westerly along said Easterly extension and along the North line of said Lot 13 to the Northwest corner thereof;

Thence Southerly along the West line of Lots 13, 14, and 15, of said Block 9 to the Southwest corner of said Lot 15;

Thence Easterly along the South line of said Lot 15, said line also being the North line of Lot 21 of said Block 9, to the Northeast corner of said Lot 21;

Thence Southerly along the East line of Lots 21, 22, 23, 24, and 25, of said Block 9, to the Southeast corner of said Lot 25;

Thence Westerly along the South line of said Lot 25 to the Southwest corner thereof;

Thence Westerly across 40th Place N.E. to the Northeast corner of Lot 24A, Block 8, of said plat of Lake Forest Park First Addition;

Thence Westerly along the North line of said Lot 24A to the Northwest corner thereof, said corner being on the East line of the West 1/2 of the Southwest 1/4 of Section 3, Township 26 North, Range 4 East, W.M.;

Thence Southerly along said East line to the Southeast corner of Lot 10 of the plat of Sharon Park Addition, as recorded in Volume 63 of Plats, Page 14, Records of King County, Washington;

Thence Westerly along the South line of Lots 10, 11, 12, and 13, of said plat to the Southwest corner of said Lot 13, said corner being on the Easterly margin of 38th Avenue N.E.;

Thence Southerly along said Easterly margin and its Southerly extension to the Southerly margin of N.E. 189th Place;

Thence Westerly along said Southerly margin and its Westerly extension to the Westerly margin of 37th Avenue N.E.;

Thence Southerly along said Westerly margin to its intersection with Easterly extension of the North line of Lot 16 of the plat of The Albin Sharp Tract, as recorded in Volume 50 of Plats, Page 18, Records of King County, Washington;

Thence Westerly along said Easterly extension and along the North line of Lots 16, 15, 14, 13, and 12, of said plat, and along its Westerly extension to the Westerly margin of 35th Avenue N.E.;

Thence Northerly along the Westerly margin of said 35th Avenue N.E. to the Northeast corner of the South 1/3 of Lot 7, Block 2, of the plat of North Side Five Acre Tracts, as recorded in Volume 15 of Plats, Page 73, Records of King County, Washington;

Thence Westerly along the North line of the South 1/3 of said Lot 7 to the West line of said Lot, said West line also being the East line of the plat of Lane Addition, as recorded in Volume 47 of Plats, Page 37, Records of King County, Washington;

Thence Northerly along the East line of said plat of Lane Addition to the Northeast corner of Lot 6 of said plat;
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Thence Westerly along the North line of said Lot 6 to the Northwest corner thereof, said corner being on the Southeasterly margin of 32nd Avenue N.E.;

Thence Southwesterly along said Southeasterly margin and along its Southwesterly projection to the centerline of Ballinger Road;

Thence Northwesterly along the centerline of said Ballinger Road to its intersection with the West line of the East 1/2 of the Northwest 1/4 of Section 4, Township 26 North, Range 4 East, W.M.;

Thence Southerly along said West line to the Southwest corner of said East 1/2 of the Northwest 1/4;

Thence Southerly along the West line of the East 1/2 of the Southwest 1/4 of said Section 4 to the Southwest corner of Lot 2 of King County Short Plat 980046, Recording No. 8107230477, Records of King County, Washington;

Thence Easterly along the Easterly Extension of the South line of Lot 2 of said short plat to the centerline of McAleer Creek;

Thence Southeasterly along the centerline of said creek to a point 570 feet East, more or less, of the West line of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 26 North, Range 4 East, W.M.;

Thence South 07° 24’ 21” West to a point on the South line of the North 1/2 of said Northeast 1/4 of the Southwest 1/4, said South line also being the South line of Tract 31 of Trafford Park Tracts Unrecorded, said point bearing South 88° 02’ 47” East a distance of 557.33 feet from the Southwest corner of said North 1/2 of the Northeast 1/4 of the Southwest 1/4;

Thence Easterly along said South line to the Northwest corner of Lot 3 of the plat of Trafford Park Homes, as recorded in Volume 62 of Plats, Page 17, Records of King County, Washington;

Thence Southerly along the Westerly line of Lot 3 and Lot 4 of said plat to the Southwesterly corner of said Lot 4;

Thence Easterly along the South line of said Lot 4 to the Northwest corner of Lot 1 of A. J. Nelson’s Plat, as recorded in Volume 44 of Plats, Page 43, Records of King County, Washington;

Thence Southerly along the West line of Lots 1 through 5 inclusive of said plat to the Southwest corner of Lot 5 of said plat, said Southwest corner being on the South line of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 26 North, Range 4 East, W.M.;

Thence Westerly along the South line of said Northeast 1/4 of the Southwest 1/4 to the Northeasterly margin of Lago Place N.E.;

Thence Southeasterly and Southerly along the Northeasterly and Easterly margin of Lago Place N.E. to its intersection with the East margin of 23rd Avenue N.E.;

Thence Southerly along said East margin to its intersection with the Northerly margin of N.E. Perkins Way;
Thence Easterly and Southeasterly along the Northerly and Northeasterly margin of said N.E. Perkins Way to its intersection with the North margin of N.E. 185th Street;

Thence Easterly along said North margin to its intersection with the Southerly extension of the West line of the plat of Lael Addition, as recorded in Volume 52 of Plats, Page 100, Records of King County, Washington;

Thence Northerly along said Southerly extension and along the West line of said plat to the Northwest corner of said plat;

Thence Easterly along the North line of said plat to its Northeast corner, said corner also being the Northwest corner of the plat of Hazel’s Glenn Addition, as recorded in Volume 49 of Plats, Page 69, Records of King County, Washington;

Thence Easterly along the North line of said plat of Hazel’s Glenn Addition, and its Easterly extension to the East margin of 30th Avenue N.E.;

Thence Southerly along said East margin to its intersection with the North margin of N.E. 185th Street;

Thence Easterly along said North margin to its intersection with the West line of the East 245 feet of Lot 4, Block 2, plat of North Side Five Acre Tracts, as recorded in Volume 15 of Plats, Page 73, Records of King County, Washington;

Thence Northerly along a line parallel with and 245 feet West of the East line of said Lot 4, Block 2, and of the East line of Lot 3, Block 2, of said plat, to a point 135 feet North of the South line of said Lot 3, Block 2;

Thence Easterly along a line parallel with and 135 feet North of the South line of said Lot 3, Block 2, to the East line of said Lot 3;

Thence Southerly along said East line to the Southeast corner of said Lot 3, said corner also being the Northwest corner of Lot 5, Block 2, of said plat;

Thence Easterly along the North line of said Lot 5 to its intersection with the Southwesterly margin of Ballinger Road;

Thence Southeasterly along said Southwesterly margin to its intersection with the South line of Lot 5, Block 2, of said plat of North Side Five Acre Tracts;

Thence Southeasterly to the intersection of the centerlines of N.E. 185th Street and 35th Avenue N.E. said intersection also being the Northeast corner of Section 9, Township 26 North, Range 4 East, W.M.;

Thence Southerly along the centerline of said 35th Avenue N.E. to its intersection with the extension of the Northerly margin of N.E. 182nd Street;

Thence Northwesterly along said extension and said Northerly margin to its intersection with the West line of Lot 10, Block 15, of the plat of Lake Forest Park 2nd Addition, as recorded in Volume 21 of Plats, Page 82, Records of King County, Washington;

Thence Northerly along the West line of Lots 10, 9, 8 and 7 inclusive, of said Block 15, to the Northwest corner of said Lot 7;
Thence Westerly along the Westerly extension of the North line of said Lot 7 to the East line of Lot 13 of said Block 15;
Thence Southerly along said East line to the Northerly margin of N.E. 182nd Street;
Thence Northerly along said Northerly margin to its intersection with the West line of the East 30 feet of Lot 14, Block 15 of said Addition;
Thence Northerly along said West line of the East 30 feet of Lot 14 a distance of 150 feet;
Thence Westerly along a line perpendicular with said West line of the East 30 feet of Lot 14 to the East line of Lot 16, Block 15, said plat of Lake Forest Park 2nd Addition;
Thence Northerly along said East line of Lot 16 a distance of 50.49 feet;
Thence Westerly along a line perpendicular to said East line of Lot 16 to the East line of Lot 18, said Block 15;
Thence Northerly along said East line to the Northeast corner of said Lot 18, Block 15;
Thence Westerly along the North line of said Lot 18 to the Northwest corner thereof;
Thence Southerly along the West line of said Lot 18, Block 15, to the Northerly margin of N.E. 182nd Street;
Thence Northwesterly along said Northerly margin to its intersection with the Southwesterly margin of 30th Avenue N.E.;
Thence Northwesterly along said Southwesterly margin to its intersection with the Northwesterly line of Lot 1, Block 16, of said plat of Lake Forest Park 2nd Addition;
Thence Southwesterly along said Northwesterly line of Lot 1 a distance of 145 feet;
Thence Northwesterly along a line parallel with and 145 feet Southwesterly of the Southwesterly margin of 30th Avenue N.E. to the Northwesterly line of Lot 2 of said Block 16;
Thence Southwesterly along the Northwesterly line of said Lot 2, to the Northwesterly corner thereof;
Thence Southeasterly along the Southwesterly line of Lot 2 and Lot 1, Block 16, of said plat of Lake Forest Part 2nd Addition to the Northerly margin of N.E. 182nd Street;
Thence Southwesterly along a straight line to the Northwesterly corner of Lot 3, Block 19, of said plat of Lake Forest Park 2nd Addition, said Northwesterly corner being on the Northeasterly margin of 29th Avenue N.E.:
Thence Southeasterly along said Northeasterly margin and its southeasterly extension, to an intersection with the Southerly margin of N.E. 178th Street;
Thence Westerly along said Southerly margin and its Westerly extension to its intersection with the centerline of 25th Avenue N.E.:
Thence Southeasterly and Southerly along the centerline of said 25th Avenue N.E. to its intersection with the Easterly extension of the South line of Lots 1, 2, 3, 4 and 6, Block 5, plat of Monte Vista No. 2, according to the plat thereof as recorded in Volume 29 of Plats, Page 45, Records of King County, Washington;
Thence Westerly along said Easterly extension and along the South line of said Lots 1, 2, 3, 4 and 6, Block 5, of said plat and its Westerly extension to the centerline of 22nd Avenue N.E.;

Thence Northerly along the centerline of said 22nd Avenue N.E. to its intersection with the Easterly extension of the South line of Lots 11 through 14 inclusive, Block 2 of said Monte Vista No. 2;

Thence Westerly along said Easterly extension and along said South line of said Lots 11 through 14 to the Southwest corner of said Lot 11, Block 2 of said Monte Vista No. 2;

Thence Northerly along the West line of said Lot 11 to the Northwest corner thereof;

Thence Northwesterly across N.E. 170th Street to the Southwest corner of Lot 20, Block 3, of the plat of Monte Vista according to the plat thereof as recorded in Volume 29 of Plats, Page 30, Records of King County, Washington;

Thence Northerly along the West line of said Lot 20 to the Northwest corner thereof said corner also being the Southeast corner of Lot 10, Block 3, of said Monte Vista;

Thence Westerly along the South line of Lots 10, 9, 8, 7, and 6, of said Block 3, to the Southwest corner of said Lot 6, Block 3;

Thence Northerly along the West line of said Lot 6, Block 3, to the Northwest corner thereof, which is also a point on the South margin of N.E. 171st Street;

Thence Northerly across said N.E. 171st Street to the Southwest corner of Lot 25, Block 4, of said plat of Monte Vista;

Thence Northerly along the West line of said Lot 25, Block 4, to the Northwest corner thereof;

Thence Easterly along the North line of said Lot 25, Block 4, to the Northeast corner thereof, said corner also being the Southwest corner of Lot 7, Block 4, said plat of Monte Vista;

Thence Northerly along the West line of said Lot 7, Block 4, to the Northwest corner thereof which is also a point on the South margin of N.E. 172nd Street;

Thence Northerly across said N.E. 172nd Street to the Southeast corner of Lot 38, Block 29, Lake Forest Park Third Addition, as recorded in Volume 22 of Plats, Page 4, Records of King County, Washington;

Thence Northerly along the East line of said Lot 38, Block 29, to its intersection with the South line of the North 52 feet of said Lot 38;

Thence Westerly along said South line of the North 52 feet of Lots 38 and 37, of said Block 29 to its intersection with the West line of said Lot 37;

Thence Northerly along the West line of said Lot 37, Block 29, to the Northwest corner thereof which is also the Southeast corner of Lot 4, Block 29, of said Lake Forest Park Third Addition;

Thence Westerly along the South line of said Lot 4, Block 29, to the Southwest corner thereof;

Thence Northerly along the West line of said Lot 4, Block 29, to the most Northerly corner thereof, said corner also being on the Southerly margin of N.E. 175th Street;
Thence Northerly across N.E. 175th Street to the most Southerly corner of Lot 23, Block 28, said Addition;

Thence Northeasterly along the Southeasterly line of said Lot 23 to its intersection with the Southeasterly extension of the Southwesterly line of Lot 21, Block 28, said Addition;

Thence Northwesterly along the Southeasterly extension of the Southwesterly line of said Lot 21 to the most Southerly corner of said Lot 21;

Thence Northeasterly along the Southeasterly line of said Lot 21 to the most Easterly corner thereof;

Thence Northwesterly along the Northeasterly line of said Lot 21 to the most Northerly corner thereof, said corner being on the Southeasterly margin of Serpentine Place;

Thence Southwesterly along said Southeasterly margin to its intersection with the Southeasterly extension of the Southwesterly side of Lot 8, Block 30, said Addition;

Thence Northwesterly along said Southeasterly extension and along the Southwesterly side of said Lot 8, Block 30, to the most Westerly corner of said Lot 8;

Thence Northeasterly along the Northwesterly side of said Lot 8, said side being common with the Southeasterly side of Lots 25 and 26, said Block 30, to the most Easterly corner of said Lot 26, said corner being on the South margin of N.E. 177th Street;

Thence Easterly along the South margin of N.E. 177th Street to its intersection with the Southerly extension of the East line of Lot 55, Block 22, said Lake Forest Part Third Addition;

Thence Northerly along said Southerly extension and along the East line of Lot 55, Block 22, to the Northeast corner of said Lot 55;

Thence Westerly along the North line of Lots 55, 54, 53 and 52 in said Block 22, to the Southeast corner of Lot 46, Block 22, in said Addition;

Thence Northerly along the East line of Lots 46, 45 and Lot I-2, Block 22, said Addition, to its intersection with the South line of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 26 North, Range 4 East, W.M.;

Thence Westerly along said South line to the South line to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 26 North, Range 4 East, W.M., said corner also being the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 8, Township 26 North, Range 4 East, W.M.;

Thence Westerly along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 8 to a point 70 feet West of the East line of said Section 8;

Thence Northerly on a line parallel with and 70 feet West of the East line of said Section 8 to a point 50 feet South of the North line of Lot 13, Block 3, Northend Country Estates Addition, as recorded in Volume 28 of Plats, Page 37, Records of King County, Washington;

Thence Westerly on a line parallel with and 50 feet South of the North line of said Lot 13, Block 3, to a point 30 feet East of the West line of said Lot 13;
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Thence Northerly on a line parallel with and 30 feet East of the West line of said Lot 13, Block 3, to the North line of said Lot 13;

Thence Westerly along the North line of said Lot 13, Block 3, to the Northwest corner thereof, said corner also being the Southeast corner of Lot 9, Block 3, of said Addition;

Thence Northerly along the East line of said Lot 9, Block 3, to the Northeast corner thereof;

Thence Westerly along the North line of said Lot 9, Block 3 and its Westerly extension to the West margin of 12th Avenue N.E.;

Thence Northerly along the West margin of said 12th Avenue N.E. to its intersection with the South margin of N.E. 185th Street;

Thence Northerly across said N.E. 185th Street to the Southwest corner of Lot 5 of the plat of Terrace Heights, as recorded in Volume 55 of Plats, Page 83, Records of King County, Washington;

Thence Northerly along the West line of said Lot 5 to the Northwest corner thereof, said corner being on the South line of Lot 21, Block 2, Fir View Terrace Second Addition, as recorded in Volume 47 of Plats, Page 27, Records of King County, Washington;

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

Thence Northerly along the East line of said Lot 18, Block 2, to the Northeast corner thereof;

Thence Northerly in a straight line to the most Southerly corner of Lot 21, Block 3, said Addition;

Thence Northeasterly to a point on the Southeasterly line of Lot 20, said Block 3, which is 70 feet Southwesterly, as measured along said Southeasterly line, from the Southwesterly margin of N.E. 188th Street;

Thence Northwesterly to a point on the Southeasterly line of Lot 18, said Block 3, which is 70 feet Southwesterly, as measured along said Southeasterly line, from the Southwesterly margin of N.E. 188th Street;

Thence Northwesterly to a point on the Easterly line of Lot 16, said Block 3, which is 70 feet Southerly, as measured along said Easterly line, from the Southerly margin of N.E. 188th Street;

Thence Northwesterly to a point on the Southeasterly line of Lot 8, Block 5, said Fir View Terrace Second Addition, which is 20 feet Southwesterly of the Southeasterly corner of said Lot 8;

Thence Northerly to the Northeasterly corner of said Lot 8, Block 5, said corner being on the Southeasterly line of Lot 11, Fir View Heights Addition, as recorded in Volume 68 of Plats, Page 72, Records of King County, Washington;

Thence Southwesterly along the Southeasterly line of Lots 11, 10, 9, 8 and 7 of said Fir View Heights Addition to the most Southerly corner of said Lot 7;
Exhibit A - Page 9

Thence Northwesterly along the Southwesterly line of said Lot 7 and its Northwesterly extension to its intersection with the Southwesterly extension of the Southeasterly line of Lot 2, said Addition;

Thence Northeasterly along said Southwesterly extension and along the Southeasterly line of Lots 2 and 1, of said Addition, to a point on said Southeasterly line 60 feet Northeasterly from the most Southerly corner of Lot 1, of said Fir View Heights Addition;

Thence Northwesterly on a line to a point on the West margin of 11th Avenue N.E. which is 30 feet Southerly of the Northeast corner of Lot 12, Block 1, Lago Vista Number 2, as recorded in Volume 32 of Plats, Page 36, Records of King County, Washington;

Thence Westerly on a line parallel to the North line of said Lot 12, Block 1, to a point 60 feet West of the West margin of 11th Avenue N.E.;

Thence Northerly on a line to a point on the South line of Lot 11, Sky Acres Addition, as recorded in Volume 49 of Plats, Page 31, Records of King County, Washington, said point being 70 feet Westerly of the Southeast corner of said Lot 11;

Thence Easterly along the South line of said Lot 11 to the Southeast corner thereof;

Thence Northerly along the East line of said Lot 11 to the Northeast corner thereof;

Thence Westerly along the North line of said Lot 11 to the Northwest corner thereof;

Thence Northwesterly on a line to the most Westerly corner of Lot 17, said Sky Acres Addition, said corner being on the Southerly margin of 10th Avenue N.E.;

Thence Southerly along said Southerly margin of 10th Avenue N.E. to its intersection with the Southeasterly extension of the Northeasternerly line of Lot 4, said Sky Acres Addition;

Thence Northwesterly along said Southeasterly extension and along the Northeasterly line of said Lot 4, Sky Acres Addition, and along the Northwesterly extension of said line to the Westerly right-of-way margin of SR 5 (Interstate Highway No. 5);

Thence Southerly and Westerly along said Westerly right-of-way margin of SR 5 to its intersection with the North-South centerline of Section 5, Township 26 North, Range 4 East, W.M.;

Thence Northerly along said North-South centerline to its intersection with the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 5;

Thence Westerly along the South line of said Northeast 1/4 of the Southwest 1/4 to the Southwest corner of said Northeast 1/4 of the Southwest 1/4, said corner being on the centerline of 1st Avenue N.E.;

Thence Northerly along said centerline a distance of 370 feet;

Thence Westerly on a line parallel with the centerline of N. 190th Street a distance of 430 feet;

Thence Southerly on a line parallel with the centerline of 1st Avenue N.E. to the South margin of N. 190th Street;

Thence Easterly along said South margin to the West margin of 1st Avenue N.E.;
Thence Southerly along said West margin to a point 150 feet South of the South margin of N. 190th Street;

Thence Westerly on a line parallel with the centerline of N. 190th Street to the West margin of Corliss Avenue North;

Thence Northerly to the Northeast corner of Lot 10, Echo Lane No. 2, as recorded in Volume 71 of Plats, Page 90, Records of King County, Washington;

Thence Westerly, parallel with the centerline of North 190th Street, to the East line of Section 6, Township 26 North, Range 4 East, W.M., said East line also being the centerline of Meridian Avenue North;

Thence Southerly along said centerline to its intersection with the centerline of N. 190th Street;

Thence Westerly along said centerline of N. 190th Street to its intersection with the Northerly extension of the West line of Lot 20, Echo Lake Terrace Addition, as recorded in Volume 49 of Plats, Page 54, Records of King County, Washington;

Thence Southerly along said Northerly extension and along said West line of Lot 20 to the Southwest corner of said Lot 20, said corner also being on the North line of Lot 1, Block B, Densmore Circle Addition, as recorded in Volume 51 of Plats, Page 41, Records of King County, Washington;

Thence Easterly along the North line of said Lot 1, Block B, to the Northeast corner thereof;

Thence Southerly along the East lines of Lots 1 through 5 inclusive, of said Block B, to the Southeast corner of said Lot 5, Block B, said corner being on the North margin of N. 188th Street;

Thence Southerly across N. 188th Street to a point on the South margin of said street which is 8 feet East of the Northeast corner of Lot 20, Block 1, Glenwood Home Tracts, as recorded in Volume 19 of Plats, Page 29, Records of King County, Washington;

Thence Southerly along a line parallel with and 8 feet East of the East line of said Lot 20 to its intersection with the Easterly extension of the South line of said Lot 20;

Thence Westerly along said Easterly extension and along the South line of said Lot 20 to the Southwest corner thereof, said corner also being on the East margin of Densmore Avenue;

Thence Westerly across Densmore Avenue to the Southeast corner of Lot 1, Block 2, said plat of Glenwood Home Tracts;

Thence Westerly along the South line of said Lot 1, Block 2, to the Southwest corner thereof;

Thence Westerly to the Southeast corner of Lot 20, said Block 2;

Thence Westerly along the South line of said Lot 20, Block 2, to the Southwest corner thereof;

Thence Northerly along the West line of said Lot 20, Block 2 to its intersection with the Easterly extension of the North line of Lot 2, Block 3, said plat of Glenwood Home Tracts;
Thence Westerly along said Easterly extension and along the North line of said Lot 2, Block 3, and along its Westerly extension to a point 7 feet West of the Northwest corner of said Lot 2, Block 3;

Thence Southerly along a line parallel with and 7 feet West of the West line of Lots 2 through 7 inclusive, said Block 3, and its Southerly extension to a point 334 feet North of the centerline of N. 185th Street;

Thence Westerly along a line parallel with the centerline of N. 185th Street to the East margin of Stone Avenue;

Thence Westerly across Stone Avenue to the Northeast corner of Lot 4, Block 2, Clive Addition to Echo Lake, as recorded in Volume 15 of Plats, Page 5, Records of King County, Washington;

Thence Westerly along the North line of Lot 4 and Lot 7, Block 2, said Addition, and along its Westerly extension to the West margin of Midvale Avenue, said margin being the East line of Block 3, said Clive Addition to Echo Lake;

Thence Southerly along the East line of said Block 3 and its Southerly extension to the North line of Section 7, Township 26 North, Range 4 East, W.M.;

Thence Southerly along a line parallel with the East line of Block 2, and Block 3, Richmond Acres Addition, as recorded in Volume 24 of Plats, Page 25, Records of King County, Washington, and along its Southerly extension to a point 150 feet south of the North line of the South 1/2 of the Northeast 1/4 of said Section 7;

Thence Easterly along a line parallel with and 150 feet South of said North line of the South 1/2 of the Northeast 1/4 of Section 7 to a point 310 feet West of the East line of the West 1/2 of said Northeast 1/4;

Thence Southerly along a line parallel with and 310 feet West of said East line of the West 1/2 of the Northeast 1/4 to the South line of said Northeast 1/4;

Thence Southerly to a point on the South line of said Section 7 which is 310 feet West of the East line of the West 1/2 of the Southeast 1/4 of said Section 7, said point also being on the North line of Section 18, Township 26 North, Range 4 East, W.M.;

Thence Southerly to the Northeast corner of Lot 11, Block 2, Balch’s Parkwood Addition, as recorded in Volume 45 of Plats, Page 65, Records of King County, Washington;

Thence Southerly along the East line of Lot 11 through Lot 3 inclusive, and along its Southerly extension to its intersection with the centerline of N. 160th Street;

Thence Westerly along said centerline to its intersection with the Northerly extension of the East margin of Stone Avenue;

Thence Southerly along said Northerly extension and along the East margin of Stone Avenue to its intersection with the North margin of N. 155th Street;

Thence Southerly in a straight line along the Southerly extension of the aforementioned East margin of Stone Avenue to its intersection with the South line of the plat of Parkwood, as recorded in Volume 44 of Plats, Page 47, Records of King County, Washington, said South line
of plat also being the North line of the South 15 feet of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 26 North, Range 4 East, W.M.;

Thence Westerly along said North line of the South 15 feet of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 to the East margin of Aurora Avenue North;

Thence Southerly along said East margin of Aurora Avenue North to its intersection with the centerline of N. 145th Street, said centerline also being the South line of Section 18, Township 26 North, Range 4 East, W.M.;

Thence Westerly along said South line of Section 18 to the Southwest corner of said Section;

Thence Northerly along the West line of said Section 18 to the West 1/4 corner of said Section, said corner also being the East 1/4 corner of Section 13, Township 26 North, Range 3 East, W.M.;

Thence Westerly along the East-West centerline of said Section 13 to its intersection with the Southerly extension of the West line of Lot 12, Block 3, Highland Terrace Addition as recorded in Volume 48 of Plats, Page 97, Records of King County, Washington;

Thence Northerly along said Southerly extension and along the West line of said Lot 12, and along the West line of Lots 11 through 1 inclusive, of said Block 3, to the Northwest corner of said Lot 1, Block 3;

Thence Easterly along the North line of said Lot 1, Block 3, to its intersection with the West line of Lot 3, Block 4, said Addition;

Thence Northerly along the West line of said Lot 3, Block 4, to the Northwest corner thereof, said corner being on the South line of the North 1/2 of the Northeast 1/4 of Section 13, Township 26 North, Range 3 East, W.M.;

Thence Westerly along said South line to its intersection with the North-South centerline of said Section 13;

Thence Northerly along said North-South centerline to its intersection with the North line of said Section 13, said North line also being the South line of Section 12, Township 26 North, Range 3 East;

Thence Westerly along the South line of said Section 12 to a point on said South line 50 feet West of the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 12;

Thence Northerly to the most Easterly corner of Lot 4, Block 32, Innis Arden No. 3, as recorded in Volume 46 of Plats, Pages 42 through 45, Records of King County, Washington;

Thence Southwesterly along the Southeasterly line of said Lot 4, Block 32, and along said Southeasterly line of Reserve "O" of said plat of Innis Arden No. 3 to the South line of said Section 12;

Thence Westerly along the South line of said Section 12, which is also the South line of said Reserve "O" of Innis Arden No. 3, to the Southwest corner of said Section 12, said corner also being the Southeast corner of Section 11, Township 26 North, Range 3 East, W.M.;
Thence Westerly along the South line of said Section 11 to its intersection with the East margin of the Burlington Northern Railroad right-of-way;

Thence Northerly along the East margin of said Burlington Northern Railroad right-of-way to its intersection with the North line of said Section 11, said line also being the South line of Section 2, Township 26 North, Range 3 East, W.M.;

Thence Easterly along said South line of Section 2 to its intersection with the West line of Block 22, Innis Arden No. 2, as recorded in Volume 41 of Plats, Page 20, Records of King County, Washington;

Thence Northerly along the West line of said Block 22 of Innis Arden No. 2 to the Northwest corner of said Block 22, said corner being on the South line of the North 1/2 of the Southeast 1/4 of said Section 2;

Thence Westerly along said South line of the North 1/2 of the Southeast 1/4 to its intersection with the Northeasterly margin of the Burlington Northern Railroad right-of-way;

Thence Northwesterly along the Northeasterly margin of said Burlington Northern Railroad right-of-way to the most Southerly corner of Parcel 1 of King County Short Plat KCSP580083, Recording No. 8010080713, Records of King County, Washington;

Thence Southwesterly along a line perpendicular to said Northeasterly margin of the Burlington Northern Railroad right-of-way to the Easterly shore of Puget Sound;

Thence Northerly along said Easterly shore of Puget Sound to its intersection with the South line of the North 288.75 feet of Government Lot 2 in said Section 2;

Thence Easterly along said South line of the North 288.75 feet of Government Lot 2 to its intersection with the Westerly margin of Richmond Beach Drive Northwest;

Thence Northerly along the Westerly margin of said Richmond Beach Drive Northwest to its intersection with the North line of said Section 2;

Thence Easterly along the North line of said Section 2 to the Northeast corner of said Section, said corner also being the Northwest corner of Section 1, Township 26 North, Range 3 East, W.M., and the Point of Beginning.
ORDINANCE NO. 215

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING SEATTLE PUBLIC UTILITIES WASTEWATER DIVISION A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A SANITARY SEWER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way; and

WHEREAS, RCW 35A.47.040 authorizes the City "to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for ... facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service;" and

WHEREAS, the Council finds that it is in the bests interests of the health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to Seattle Public Utilities Wastewater Division for the operation of a sewer system within the City right-of-way;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

1. Definitions. The following terms contained herein, unless otherwise indicated, shall be defined as follows:

1.1. City: The City of Shoreline, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.

1.2. Days: Calendar days.

1.3. Director: The head of the Planning and Development Services department of the City, or the head of the Public Works department of the City, or the designee of either of these individuals.

1.4. Facilities: All pipes, access ways, pump stations, storage facilities, equipment, and supporting structures, located in the City's right-of-way, utilized by the Grantee in the operation of activities authorized by this Ordinance. The abandonment by Grantee of any facilities as defined herein shall not act to remove the same from this definition.
1.5. **Grantee:** As incorporated or used herein shall refer to Seattle Public Utilities Wastewater Division (SPU).

1.6. **Permittee:** A person who has been granted a permit by the Permitting Authority, and SPU operating under Section 6.6 Blanket Permit of this agreement.

1.7. **Permitting Authority:** The head of the City department authorized to process and grant permits required to perform work in the City’s right-of-way, or the head of any agency authorized to perform this function on the City’s behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.

1.8. **Person:** An entity or natural person.

1.9. **Revenue:** This term as used herein shall refer to all revenue collected from SPU’s customers with billing addresses that are within the corporate boundaries of the City.

1.10. **Right-of-way:** As used herein shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement, and/or road right-of-way now or hereafter held or administered by the City of Shoreline.

1.11. **SPU:** Seattle Public Utilities Wastewater Division, a sewer utility owned and operated by the City of Seattle, a municipal corporation, and its respective successors and assigns.

2. **Franchise Granted.**

2.1. Pursuant to RCW 35A.47.040, the City hereby grants to SPU, its successors and assigns, subject to the terms and conditions hereinafter set forth, a franchise beginning on the effective date of this Ordinance.

2.2. This franchise shall grant SPU the right, privilege and authority, subject to the terms and conditions hereinafter set forth, to construct, operate, maintain, replace, and use all necessary equipment and facilities for a sewer system, in, under, on, across, over, through, along or below the public right-of-way located in the City of Shoreline, as approved under City permits issued by the Permitting Authority pursuant to this franchise and City ordinances.

2.3. This franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in, along, over, through, under, below or across any right-of-way. Such franchise shall in no way prevent or prohibit the City from using any right-of-way or other City property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new rights-of-way or other public properties of every type and description.

3. **Franchise Term.** The term of the franchise granted hereunder shall be for the period commencing upon the effective date of this ordinance through December 31, 2001. This
franchise will automatically renew for an additional two-year period unless its termination is confirmed in writing by the City at least sixty days prior to December 31, 2001, or it is replaced by a substitute franchise ordinance prior to that date.

4. **Franchise Fee.** In consideration of the right granted to SPU to occupy City rights-of-way for the purpose of operating a sanitary sewer utility within the City and as partial compensation for the City’s costs to construct, maintain, repair, develop, and manage the right-of-way, SPU agrees:

4.1. To collect and distribute to the City a franchise fee equal to 6% of Revenues.

4.1.1. This franchise fee shall be collected beginning upon the effective date of this franchise.

4.1.2. Proceeds of the franchise fee collected shall be distributed to the City no later than 30 days after the end of each calendar quarter (quarters ending at the end of March, June, September and December).

4.2. Should the SPU be prevented by judicial or legislative action from collecting a franchise fee on all or a part of the revenues, SPU shall be excused from the collection and distribution of that portion of the franchise fee.

4.3. Should a court of competent jurisdiction declare, or a change in law make the franchise fee to be collected on behalf of the City invalid, in whole or in part, or should a court of competent jurisdiction hold that the collection of the franchise fee by SPU is in violation of a pre-existing contractual obligation of SPU, then SPU’s obligation to collect and distribute a franchise fee to the City under this Section shall be terminated in accordance with and to the degree required to comply with such action.

4.4. SPU agrees that the franchise fee established by this Section is appropriate and that SPU will not be a party to or otherwise support legal or legislative action intended to result in judicial determinations or legislative action referred to in Sections 4.2 & 4.3 hereof.

5. **City Ordinances and Regulations.**

5.1. Nothing herein shall be deemed to direct or restrict the City’s ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this franchise, including any reasonable ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate regulations, the location, elevation, and manner of construction and maintenance of any facilities of SPU located within the City right-of-way. SPU shall promptly conform with all such regulations, unless compliance would cause SPU to violate other requirements of law.
6. **Right-of-Way Management.**

6.1. **Excavation.**

6.1.1. During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the right-of-way so as to interfere as little as possible with the safe and unobstructed passage of traffic and the unobstructed use of adjoining property. SPU shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or state law, including RCW 39.04.180, for the construction of trench safety systems.

6.1.2. Whenever SPU excavates in any right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so in accord with the ordinances and regulations of the City requiring permits to operate in the right-of-way. In no case shall any such work commence within any right-of-way without a permit, except as otherwise provided in this Ordinance. During the progress of the work, SPU shall not unnecessarily obstruct the passage or use of the right-of-way, and shall provide the City with plans, maps, and information showing the proposed and final location of any facilities in accordance with Section 6.10 of this Ordinance.

6.2. **Abandonment of SPU’s Facilities.** No facilities laid, installed, constructed, or maintained in the right-of-way by SPU may be abandoned by SPU without the prior written consent of the Director of a removal plan. All necessary permits must be obtained prior to such work.

6.3. **Restoration after Construction.**

6.3.1. SPU shall, after any installation, construction, relocation, maintenance, or repair of facilities within the franchise area, restore the right-of-way to at least the condition the same was in immediately prior to any such abandonment, installation, construction, relocation, maintenance or repair. All concrete encased monuments, which have been disturbed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. SPU agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

6.3.2. If it is determined that SPU has failed to restore the right-of-way in accordance with this Section, the City shall provide SPU with written notice including a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City’s notice within fifteen (15) days of that notice, the City, or its authorized agent, may restore the right-of-way. SPU is responsible for all costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Paragraph shall be in addition to those otherwise provided by this franchise.
6.4. **Bonding Requirement.** SPU, as a public agency, is not required to comply with the City’s standard bonding requirement for working in the City’s right-of-way.

6.5. **Emergency Work, Permit Waiver.** In the event of any emergency where any facilities located in the right-of-way are broken or damaged, or if SPU’s construction area for their facilities is in such a condition as to place the health or safety of any person or property in imminent danger, SPU shall immediately take any necessary emergency measures to repair or remove its facilities without first applying for and obtaining a permit as required by this franchise. However, this emergency provision shall not relieve SPU from later obtaining any necessary permits for the emergency work. SPU shall apply for the required permits the next business day following the emergency work or as soon as practical given the nature and duration of the emergency.

6.6. **Blanket Permit.** The terms “Minor Activities” and “Blanket Activities” shall be defined in a specifically negotiated Blanket Permit Definitions, a copy of which has been filed with the City Clerk and identified by Clerk’s Receiving Number 1043. Permittee shall be authorized to perform Minor Activities without a City permit of any kind and Blanket Activities under the terms and conditions of this Section. All other activities will require a separate permit in accordance with City ordinances.

6.6.1. The Permittee shall pay the City a permit inspection/processing fee in the amount set out in Blanket Permit Definitions.

6.6.2. The Permittee shall provide a monthly list of permit construction activity by the 10th of the following month listing the previous month’s activity authorized under this Section.

6.6.3. The Permittee shall provide payment of inspection fees for the monthly activity on a monthly basis. No statement will be provided by the City.

6.6.4. For each separate use of the right-of-way under this Section, and prior to commencing any work on the right-of-way under this Section, the Permittee shall:

6.6.4.1. Fax or otherwise deliver to the Permitting Authority, at least twenty-four (24) hours in advance of entering the right-of-way, a City Inspection Request Form, as provided by the Permitting Authority, which shall include at a minimum the following information: franchise ordinance number, street address nearest to the proposed work site; parcel number and description of work to be performed.

6.6.4.2. Fax or deliver to the Permitting Authority a notice of completion in the form provided by the Permitting Authority within twenty-four (24) hours after completing work.

6.6.5. In the event the Permittee fails to comply with any of the conditions set forth in this Section, the City is authorized to immediately terminate the Permittee’s authority to operate under this Section by providing Permittee written notice of such termination and the basis therefore.
6.6.6. The City reserves the right to alter the terms and conditions of Subsection 6.6. and of Blanket Permit Definitions by providing thirty (30) days written notice to the Permittee. Any change made pursuant to this Paragraph, including any change in the inspection fee stated in Blanket Permit Definitions, shall thereafter apply to all subsequent work performed pursuant to this Section. Further, the City may terminate the Permittee’s authority to work in the City’s right-of-way under the terms of this Section at any time without cause by providing thirty (30) days written notice to the Permittee. Notwithstanding any termination, the Permittee will not be relieved of any liability to the City.

6.7. Safety.

6.7.1. The Grantee, in accordance with applicable federal, state, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

6.7.2. All of Grantee’s facilities in the right-of-way shall be constructed and maintained in a safe and operational condition.

6.8. Dangerous Conditions, Authority for City to Abate.

6.8.1. Whenever Facilities or the operations of the Grantee cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the adjoining right-of-way, public or private property, the Director may direct the Grantee, at no charge or expense to the City, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

6.8.2. In the event the Grantee fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent imminent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and the Grantee shall be responsible to reimburse the City for its costs.

6.9. Relocation of System Facilities.

6.9.1. SPU agrees and covenants to protect, support, temporarily disconnect, relocate or remove from any right-of-way its facilities without cost to the City, when so required by the City, provided that SPU shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same right-of-way and upon approval by the City, any facilities required to be temporarily disconnected or removed.

6.9.2. All Facilities utilized for providing sanitary sewer service within SPU’s service area and within the right-of-way shall be considered owned, operated and maintained by SPU.
6.9.3. If the City determines that a public project necessitates the relocation of SPU's existing facilities, the City shall:

6.9.3.1. As soon as possible, but not less than sixty (60) days prior to the commencement of such project, provide SPU with written notice requiring such relocation; and

6.9.3.2. Provide SPU with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for SPU's facilities.

6.9.3.3. After receipt of such notice and such plans and specifications, SPU shall complete relocation of its facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.

6.9.4. SPU may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise SPU in writing if any of the alternatives are suitable to accommodate the work that necessitates the relocation of the facilities. If so requested by the City, SPU shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by SPU full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, SPU shall relocate its facilities as provided in this Section.

6.9.5. The provisions of Section 6.9 shall in no manner preclude or restrict SPU from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay or increase the cost of a planned City construction project.

6.10. SPU's Maps and Records. As a condition of this franchise, and without charge to the City, SPU agrees to provide the City with as-built plans, maps, and records that show the vertical and horizontal location of its facilities within the right-of-way, measured from the center line of the right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100'). Maps shall be provided in Geographical Information System (GIS) or other digital electronic format used by the City and, upon request, in hard copy plan form used by SPU. This information shall be provided between one hundred twenty (120) and one hundred eighty (180) days of the effective date of this Ordinance and shall be updated upon reasonable request by the City.

7. Planning Coordination.

7.1. Growth Management. SPU agrees, as follows, to participate in the development of, and reasonable updates to, the utilities element of the City's comprehensive plan:

7.1.1. For SPU's service within the City limits, SPU will participate in a cooperative effort with the City of Shoreline to develop a Comprehensive Plan Utilities Element that meets the requirements described in RCW 36.70A.070(4).
7.1.2. SPU will participate in a cooperative effort with the City to ensure that the Utilities Element of Shoreline’s Comprehensive plan is accurate as it relates to SPU’s operations and is updated to ensure it continued relevance at reasonable intervals.

7.1.3. SPU shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the City as requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.

7.1.4. SPU will update information provided to the City under this Section whenever there are major changes in SPU’s system plans for Shoreline.

7.2. System Development Information. SPU will assign a representative whose responsibility shall be to coordinate with the City on planning for CIP projects including those that involve undergrounding. At a minimum, such coordination shall include the following:

7.2.1. By February 1st of each year, SPU shall provide the City Manager or his designee with a schedule of its planned capital improvements, which may affect the right of way for that year;

7.2.2. SPU shall meet with the City, other franchisees and users of the right-of-way, according to a schedule to be determined by the City, to schedule and coordinate construction; and

7.2.3. All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or his designee, to minimize public inconvenience, disruption, or damages.

7.3. Emergency Operations. The City and SPU agree to cooperate in the planning and implementation of emergency operations response procedures.

8. Service Quality. SPU shall exercise the same degree of technical, professional and administrative quality in serving its customers in the City that is provided to all other customers with similar circumstances within SPU’s service territory. SPU shall at all times comply with the minimum regulatory standards presently in effect or as may be amended for the provision of wastewater services.


9.1. SPU hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards or liability to any person, including claims by SPU’s own employees to which SPU might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of SPU, its agents, servants, officers or employees in performing activities authorized by this franchise, including those claims arising against the City by virtue of SPU’s exercise of the rights granted herein. This covenant of indemnification shall include, but not be limited by this reference,
claims against the City arising as a result of the negligent acts or omissions of SPU, its agents, servants, officers or employees. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, SPU shall satisfy the same. The City may appear in any proceeding it deems necessary to protect the City’s or the public’s interests.

9.2. Inspection or acceptance by the City of any work performed by SPU at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be settled prior to the culmination of any litigation or the institution of any litigation.

9.3. In the event SPU refuses to undertake the defense of any suit or any claim, after the City’s request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and SPU’s refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of SPU, then SPU shall pay all of the City's costs and expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause as well as any judgment against the City.

9.4. Should a court of competent jurisdiction determine that this franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of SPU and the City, its officers, employees and agents, SPU’s liability hereunder shall be only to the extent of SPU’s negligence. This waiver has been mutually negotiated by the parties.

9.5. The City hereby releases and agrees to indemnify, defend and hold harmless the SPU, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards or liability to any person arising from SPU’s compliance with Section 4 hereof. This indemnification is contingent upon SPU’s compliance with Section 4.4 hereof.

10. Enforcement.

10.1. In addition to all other rights and powers retained by the City under this franchise, the City reserves the right to revoke and terminate this franchise and all rights and privileges of the Grantee in the event of a substantial violation or breach of its terms and conditions. Likewise, SPU may terminate this franchise in the event of a substantial violation or breach of its terms and conditions by the City.

10.2. A substantial violation or breach by a Grantee shall include, but shall not be limited to, the following:

10.2.1. An uncured violation of any material provision of this franchise, or any material rule, order or regulation of the City made pursuant to its power to protect the public health, safety and welfare;
10.2.2. An intentional evasion or knowing attempt to evade any material provision of this franchise or practice of any fraud or deceit upon the system customers or upon the City;

10.2.3. Failure to begin or substantially complete any system construction or system extension as set forth in a franchise or right-of-way use agreement;

10.2.4. Failure to provide the services specified in the franchise;

10.2.5. Misrepresentation of material fact during negotiations relating to this franchise or the implementation thereof;

10.2.6. A continuous and willful pattern of grossly inadequate service and failure to respond to legitimate customer complaints;

10.2.7. An uncured failure to pay fees associated with this franchise

10.3. No violation or breach shall occur which is without fault of the Grantee or the City, or which is as a result of circumstances beyond the Grantee's or the City's reasonable control. Neither the Grantee, nor the City, shall be excused by economic hardship nor by nonfeasance or malfeasance of its directors, officers, agents or employees; provided, however, that damage to equipment causing service interruption shall be deemed to be the result of circumstances beyond a Grantee's or the City's control if it is caused by any negligent act or unintended omission of its employees (assuming proper training) or agents (assuming reasonable diligence in their selection), or sabotage or vandalism or malicious mischief by its employees or agents. A Grantee, or the City, shall bear the burden of proof in establishing the existence of such conditions.

10.4. Except in the case of termination pursuant to Paragraph 10.2.5. of this Section, prior to any termination or revocation, the City, or the Grantee, shall provide the other with detailed written notice of any substantial violation or material breach upon which it proposes to take action. The party who is allegedly in breach shall have a period of 60 days following such written notice to cure the alleged violation or breach, demonstrate to the other's satisfaction that a violation or breach does not exist, or submit a plan satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the City or the Grantee reasonably believes that a substantial violation or material breach is continuing and the party in breach is not taking satisfactory corrective action, the other may declare that the party in breach is in default, which declaration must be in writing. Within 20 days after receipt of a written declaration of default, the party that is alleged to be in default may request, in writing, a hearing before a "hearing examiner" as provided by the City's development regulations. The hearing examiner's decision may be appealed to any court of competent jurisdiction.

10.5. The City may, in its discretion, provide an additional opportunity for the Grantee to remedy any violation or breach and come into compliance with this agreement so as to avoid the termination or revocation.
10.6. In addition to any other remedy provided for herein for violation of any provision, or failure to comply with any of the requirements of this franchise, the City may levy liquidated damages of up to $500.00 for each of the first five days that a violation exists and up to $1,000.00 for each subsequent day that a violation exists. Payment of such liquidated damages shall not relieve any person of the duty to correct the violation.

10.7. Any violation existing for a period greater than 30 days may be remedied by the City at the Grantee’s expense.

11. Survival. All of the provisions, conditions and requirements of Sections 6.1 Excavation, 6.2 Abandonment Of SPU’s Facilities, 6.3 Restoration After Construction, 6.8 Dangerous Conditions, Authority For City To Abate, 6.9 Relocation Of System Facilities, and 9 Indemnification, of this franchise shall be in addition to any and all other obligations and liabilities SPU may have to the City at common law, by statute, or by contract, and shall survive the City’s franchise to SPU for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of SPU and all privileges, as well as all obligations and liabilities of SPU shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever SPU is named herein.

12. Severability. If any Section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause or phrase of this franchise Ordinance. The Parties may amend, repeal, add, replace, or modify any provision of this Franchise to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.

13. Assignment. This franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without the written approval of the City. Any costs associated with the City’s review of any transfer proposed by the Grantee shall be reimbursed to the City by the Grantee.

13.1. Except as otherwise provided herein, the Grantee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of the Grantee’s utility. Every change, transfer, or acquisition of control of the Grantee’s utility shall cause a review of the proposed transfer. In the event that the City denies its consent and such change, transfer or acquisition of control has been effected, the Franchise is terminated.

14. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:
15. **Non-Waiver.** The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.

16. **Alternate Dispute Resolution.** If the parties are unable to resolve disputes arising from the terms of this franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

17. **Entire Agreement.** This franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

18. **Directions to City Clerk.** The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the Grantee set forth in this ordinance. The Grantee shall have sixty (60) days from receipt of the certified copy of this ordinance to accept in writing the terms of the franchise granted to the Grantee in this ordinance.

19. **Publication Costs.** In accord with state law, this ordinance shall be published in full.

20. **Effective Date.** This ordinance shall take effect and be in full force five days after publication. The City Clerk is hereby directed to publish this ordinance in full.

**PASSED BY THE CITY COUNCIL ON NOVEMBER 29, 1999.**

**ATTEST:**

Sharon Mattioli, CMC
City Clerk

**APPROVED AS TO FORM:**

Ian Sievers
City Attorney

Date of Publication: December 3, 1999
Effective Date: December 8, 1999
AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, EXTENDING THE FRANCHISE PROVIDED TO SHORELINE WASTEWATER MANAGEMENT DISTRICT (AKA RONALD WASTEWATER MANAGEMENT DISTRICT) FOR THE PROVISION OF SANITARY SEWER SERVICES.

WHEREAS, the City of Shoreline, by Shoreline City Ordinance No. 152, granted the Shoreline Wastewater Management District (District) a non-exclusive Franchise to construct, maintain, operate, replace and repair a sanitary sewer system, in, under, through and below certain designated public rights-of-way of the city effective March 8, 1998; and

WHEREAS, the Franchise granted to the District by the City through Ordinance No. 152 is set to expire March 31, 2001; and

WHEREAS, on August 13, 1997, the parties executed an interlocal agreement relating to sanitary sewer services in Shoreline which supports the provision of Franchise renewals to the District during the life of that agreement; and

WHEREAS, the City has taken action, at the request of the District, to extend that interlocal agreement through at least August 14, 2001, in order to provide additional time for the acquisition of Seattle Public Utilities’ sanitary sewer service area within the City in accordance with that interlocal agreement; and

WHEREAS, Seattle Public Utilities provides sanitary sewer service under a City franchise set to expire December 31, 2001; and

WHEREAS, the District and the City agree that it is in the best interest of sanitary sewer customers and the general public that the District continue to operate under a City franchise:

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Franchise Extension. The sanitary sewer franchise granted pursuant to City Ordinance No. 152, Section 26, is hereby extended through December 31, 2001.

Section 2. Effective Date. This ordinance shall be published in full and shall take effect
five days after said publication.


[Signature]
Mayor Scott Jepsen

ATTEST:

[Signature]
Sharon Mattioli, CMC
City Clerk

APPROVED AS TO FORM:

[Signature]
Ian Sievers, City Attorney

Date of Publication: March 22, 2001
Effective Date: March 27, 2001
AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, EXTENDING THE FRANCHISES UNDER WHICH THE RONALD WASTEWATER DISTRICT (FORMERLY KNOWN AS SHORELINE WASTEWATER MANAGEMENT DISTRICT) IS AUTHORIZED TO PROVIDE SANITARY SEWER SERVICES WITHIN THE CITY OF SHORELINE.

WHEREAS, the City of Shoreline, by Shoreline City Ordinance No. 152, granted the Ronald Wastewater District (District) a non-exclusive Franchise to construct, maintain, operate, replace and repair a sanitary sewer system; in, under, through and below certain designated public rights-of-way of the city effective March 8, 1998; and

WHEREAS, the Franchise granted to the District by the City through Ordinance No. 152, as amended by Ordinance No. 175, was extended by Ordinance No. 267 through December 31, 2001, and

WHEREAS, on October 1, 2001, the District acquired Seattle Public Utilities’ (SPU) facilities, accounts, and service area within Shoreline; and

WHEREAS, SPU’s operating franchise granted by Ordinance No. 215 was assigned to the District effective October 1, 2001, by assumption agreement approved by the City pursuant to Ordinance No. 215, and terminates December 31, 2003 unless replaced with a substitute franchise prior to that date; and

WHEREAS, the District does not agree with key provisions of the franchise granted by Ordinance No. 215 and does not desire its extension to their historical service area; and

WHEREAS, the District has protested the Franchise Fee payment applied to revenue from SPU customers included in Ordinance No. 215, and both the District and the City agree that the means selected by SPU to pass this cost onto its Shoreline customers is undesirable, but the District is willing to continue making this payment pending negotiations to resolve this concern; and

WHEREAS, both the City and the District are committed to developing new agreements to guide their relationship; and

WHEREAS, the District is currently occupied with operational issues related to the acquisition of the SPU service area; and

WHEREAS, the District and the City agree that it is in the best interest of sanitary sewer customers and the City that the District continue to operate under a City franchise and that the status quo be preserved for a reasonable period of time to allow the development of a unified franchise agreement and potentially an interlocal agreement as envisioned by the parties in their Interlocal Agreement dated August 13, 1997:

DEC 13 2001
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Franchise Extension. The sanitary sewer franchise granted pursuant to City Ordinance No. 152, is hereby extended through the earlier of June 30, 2002, or until the effective date of a replacement franchise (whichever first occurs). The terms of this franchise shall apply to the area of the City serviced by the District prior to October 1, 2001. This franchise shall, in that area, also control over any conflicting provisions of the sanitary sewer franchise granted to SPU pursuant to City Ordinance No. 215 and assigned to the District effective October 1, 2001.

Section 2. Franchise Amendment. The sanitary sewer franchise granted pursuant to City Ordinance No. 215, is hereby amended to end its effective term on June 30, 2002, or upon the effective date of a replacement franchise (whichever first occurs). The terms of this franchise shall apply to the area of the City serviced by SPU at the time of its adoption. The parties further stipulate that the Franchise Fee payment methodology utilized by SPU and as continued by the District satisfy the Franchise Fee payment requirements of this franchise. The City hereby waives any right to audit or otherwise seek revision or reconciliation of the District’s satisfaction of this payment obligation during the remaining term of this franchise as long as the District continues to adhere to SPU’s payment methodology.

Section 3. Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the Grantee set forth in this ordinance. The Grantee shall have fifteen (15) days from receipt of the certified copy of this ordinance to accept in writing the extension of the franchise granted to the Grantee in this ordinance.

Section 4. Publication and Effective Date. In accord with state law, this ordinance shall be published in full and shall take effect five days after said publication.

PASSED BY THE CITY COUNCIL ON DECEMBER 10, 2001.

Mayor Scott Jepsen

ATTEST:

Sharon Mattioli, CMC
City Clerk

APPROVED AS TO FORM:

Ian Sievers, City Attorney

Date of Publication: December 13, 2001
Effective Date: December 18, 2001
ORDINANCE NO. 306

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, GRANTING RONALD WASTEWATER DISTRICT A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A SANITARY SEWER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON.

WHEREAS, RCW 35A.11.020 grants the City board authority to regulate the use of the public right of way; and

WHEREAS, RCW 35A.47.040 authorizes the City "to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for ... facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service," and

WHEREAS, the Council finds that it is in the best interests of health, safety and welfare of residents of the Shoreline community to grant a non-exclusive franchise to the Ronald Wastewater District for the operation of a sanitary sewer system within the City right-of-way;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions. The following terms contained herein, unless otherwise indicated, shall be defined as follows:

1.1 City: The City of Shoreline, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.

1.2 Days: Calendar days.

1.3 Director: The City Manager or designee.

1.4 District: Ronald Wastewater District (Ronald), a municipal corporation and its Ronald Wastewater Franchise -1
1.5. **Facilities:** All pipes, access ways, pump stations, storage facilities, equipment, and appurtenances thereto, located in the City's right-of-way, utilized by the District in the operation of activities authorized by this Ordinance. The abandonment by District of any facilities as defined herein shall not act to remove the same from this definition.

1.6. **Permittee:** A person who has been granted a permit by the Permitting Authority, and District operating under Section 4.6 Blanket Permit of this agreement.

1.7. **Permitting Authority:** The City department authorized to process and grant permits (permitting authority) required to work in the City's right-of-way, or any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.

1.8. **Person:** An entity or natural person.

1.9. **Right-of-way:** As used herein shall refer to the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement, and/or road right-of-way now or hereafter held or administered by the City of Shoreline.

1.10 **Ronald Wastewater District Sewer Service Area:** All the land located within the corporate boundaries of Ronald Wastewater District as they now or may in the future exist, plus those areas lying outside of the corporate boundaries of the District in which the District's sanitary sewer system and appurtenances are now or may in the future be located, including but not limited to the sewer facilities acquired by Ronald Wastewater District from Seattle Public Utilities.

**Section 2. Franchise**

2.1. Pursuant to RCW 35A.47.040 the City hereby grants to Ronald, its successors and assigns, subject to the terms and conditions hereinafter set forth, a Franchise beginning on the effective date of this Ordinance.

2.2. This Franchise shall grant Ronald the right, privilege and authority, subject to the terms and conditions hereinafter set forth; to construct, operate, maintain, replace and use all necessary equipment and facilities related to its sanitary sewer system, in, under, on, across, over, through, along or below the Right-of-way for the purpose of its sanitary sewer utility facilities as approved under City permits.
issued by the Permitting Authority pursuant to the Franchise and City ordinances.

2.3. This ordinance is to be construed as granting permission to Ronald to go only upon any public right-of-way described herein. Permission to go upon any other property owned or controlled by the City must be sought from the City on a case by case basis.

Section 3. Non-Interference of Facilities.

3.1. Ronald's Facilities shall be located, relocated and maintained within the Right-of-way so as not to unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic and ingress or egress to or from the abutting property and in accordance with the ordinances of the City and laws of the State of Washington. Nothing herein shall preclude Ronald from affecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities provided Ronald receives prior City approval, which shall not be unreasonably withheld. Whenever it is necessary for Ronald, in the exercise of its rights under this Franchise, to make any excavation in the Right-of-way, Ronald shall, upon completion of such excavation, restore the surface of the Right-of-way to a condition that meets the specifications established within the City of Shoreline Engineering Development Guide and pre-approved plans and in accordance with standards of general applicability imposed by the City by ordinance or administrative order.

Section 4. Right-of-Way Management

4.1. Excavation.

4.1.1. During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the right-of-way so as to interfere as little as possible with the safe and unobstructed passage of traffic and the unobstructed use of adjoining property. Ronald shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or state law, including RCW 39.04.180, for the construction of trench safety systems.

4.1.2. Whenever Ronald excavates in any right-of-way for the purpose of installation, construction, repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so in accord with the ordinances and regulations of the City requiring permits to operate in the right-of-way. In no case shall any such work commence within any right-of-way without a permit, except as otherwise provided in this Ordinance. During the progress of the work, Ronald shall not
unnecessarily obstruct the passage or use of the right-of-way, and shall provide the City with plans, maps, and information showing the proposed and final location of any facilities in accordance with Section 15 of this Ordinance.

4.2. Abandonment of Ronald's Facilities. Ronald shall not abandon any of its facilities within the right-of-way without the prior written consent of the City.

4.3. Restoration after Construction.

4.3.1. Ronald shall, after any installation, construction, relocation, maintenance, or repair of Facilities within the Right-of-way, restore the Right-of-way to at least the same condition existing prior to any such installation, construction, relocation, maintenance or repair. All concrete encased monuments, which have been disturbed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications. Ronald agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

4.3.2. If it is determined that Ronald has failed to restore the right-of-way in accordance with this Section, the City shall provide Ronald with written notice, which shall include a description of actions the City believes necessary to restore the right-of-way. If the right-of-way is not restored in accordance with the City's notice within fifteen (15) days of that notice, the City, or its authorized agent, may restore the right-of-way and Ronald shall be responsible for all reasonable costs and expenses incurred by the City in restoring the right-of-way in accordance with this Section. The rights granted to the City under this Paragraph shall be in addition to those otherwise provided by this Franchise.

4.4. Bonding Requirement. Ronald, as a public agency, is not required to comply with the City's standard bonding requirement for working in the City's right-of-way.

4.5. Emergency Work, Permit Waiver. In the event of an emergency where any facilities located in the right-of-way are broken or damaged, or if Ronald's construction area for their facilities is in such a condition as to place the health or safety of any person or property in imminent danger, Ronald shall immediately take necessary emergency measures to repair or remove its facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve Ronald from later obtaining necessary permits for the emergency work. Ronald shall apply for the required permits the next business day following the emergency work or as soon as practical thereafter given the nature and duration of the emergency.
4.6. **Blanket Permit.** The terms "Minor Activities" and "Blanket Activities" is defined in a specifically negotiated "Blanket Permit for Activity Within The Public Right-of-Way," a copy of which has been filed with the City Clerk and identified by Clerk's Receiving Number 1946. Permittee shall be authorized to perform Minor Activities without a City permit of any kind and Blanket Activities under the terms and conditions of the Blanket Permit. All other activities will require a separate permit in accordance with City ordinances.

4.6.1 The Permittee shall pay the City a permit inspection/processing fee in the amount set out in Blanket Permit Definitions.

4.6.2 The Permittee shall provide a monthly list of Blanket Permit construction activity by the 10th of the following month listing the previous month's activity authorized under this Section.

4.6.3 For each separate use of the right-of-way under this Section, and prior to commencing any work on the right-of-way under this Section, the Permittee shall:

1. At least twenty-four (24) hours in advance of entering the right-of-way, fax or otherwise deliver to the Permitting Authority a City Inspection Request Form, as provided by the Permitting Authority. Said form shall include, at a minimum, the following information: Franchise ordinance number, street address nearest to the proposed work site; parcel number and description of work to be performed.

2. Within twenty-four (24) hours after completing the work, fax or deliver to the Permitting Authority a notice of completion in the form provided by the Permitting Authority.

4.6.4 The City reserves the right to alter the terms and conditions of Subsection 4.6 and of Blanket Permit by providing thirty (30) days written notice to the Permittee. Any change made pursuant to this Paragraph shall thereafter apply to all subsequent work performed pursuant to this Section.

4.6.6 In the event the Permittee fails to comply with any of the conditions set forth in this Section, the City may provide written notice of termination to operate under this Section to Permittee, stating with specificity, the basis for the termination of the Permittee's authority.

4.7. **Safety.**

Ronald Wastewater Franchise -5
4.7.1. Ronald, in accordance with applicable federal, state, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its facilities utilizing methods and devices commonly accepted in the sanitary sewer industry to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

4.7.2. Ronald will make all reasonable effort to construct and maintain its facilities in the right-of-way in a safe and operational condition.

4.8. Dangerous Conditions, Authority for City to Abate.

4.8.1. Whenever Facilities or the operations of Ronald cause or contribute to a condition that appears to endanger any person or substantially impair the lateral support of the adjoining right-of-way, public or private property, the City may direct Ronald, at no charge or expense to the City, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

4.8.2. In the event Ronald fails or refuses to promptly take the action, or if emergency conditions exist which require immediate action to prevent imminent injury or damage to persons or property, the City may take such action as it believes necessary and Ronald shall reimburse the City for its actual costs incurred.

Section 5. Relocation of System Facilities.

5.1. Whenever the City causes the grading or widening of the Right-of-way or undertakes construction of any water or storm drainage line, lighting, signalization, sidewalk improvement, pedestrian amenities, or other public street improvement (for purposes other than those described in Section 5.3 below) and such project requires the relocation of Ronald's then existing Facilities lying within that portion of the Right-of-way, or an area affected by such city projects, the City shall:

1. Provide Ronald, at least one hundred twenty (120) days prior to the commencement of such project written notice that a project is expected which will or may require relocation of a portion of Ronald's facilities; and

2. Provide Ronald, at least sixty (60) days, with reasonable plans and specifications for such grading, widening, or construction and a proposed new location within or adjacent to the Right-of-way for Ronald's Facilities.
5.2. After receipt of such notice and the plans and specifications, Ronald shall relocate such Facilities within the Right-of-way as to accommodate such street and utility improvement project ten (10) days prior to commencement of the project unless there is agreement to a different schedule for coordinating completion of relocation of Facilities, provided, however, Ronald may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocations of its Facilities and the time schedule. The City shall within a reasonable time evaluate such alternatives and advise Ronald in writing whether one or more of the alternatives is suitable to accommodate work that would otherwise necessitate relocation of the Facilities. If so requested by the City, Ronald shall submit such additional information as is reasonably necessary to assist the City in making such evaluation. The City shall give each alternative full and fair consideration. In the event the City ultimately reasonably determines that there is no other reasonable or feasible alternative, then Ronald shall relocate its Facilities as otherwise provided in this Section 5. The City shall cooperate with Ronald to designate a substitute location for its Facilities within the Right-of-way. The cost of relocating such Facilities existing within the present limits of the City shall be paid as follows:

(1) if the relocation occurs within five (5) years after Ronald initially constructed such Facility, then the relocation shall be at the City's sole cost;

(2) if the relocation occurs more than five (5) years after Ronald initially constructed such Facility, then the relocation shall be at Ronald's sole cost.

5.3. Obligations under this section 5 shall not apply whenever any person or entity, other than the City, requires the relocation of Ronald Facilities to accommodate the work of such person or entity within the Right-of-way, or whenever the relocation of Ronald’s Facilities within the Right-of-way is necessary to satisfy any requirement or condition of a City permit or approval issued on a land use action (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development) for the benefit of any person or entity other than the City. However, in the event the City reasonably determines (and promptly notifies Ronald in writing of such determination) that the primary purpose of imposing such condition or requirement upon such person or entity which necessitates such relocation is to cause the construction of an improvement on the City's behalf and in a manner consistent with City approved improvement plans (as described in subsection 5.1 above) within a segment of the Right-of-way then Ronald shall require only those costs and expenses incurred by Ronald in integrating and connecting such relocated Facilities with Ronald's other Facilities.
to be paid to Ronald by such person or entity, and Ronald shall otherwise relocate its Facilities within such segment of the Right-of-way in accordance with the provisions of subsection 5.1 above.

The provisions of this Section 5.3 shall in no manner preclude or restrict Ronald from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the City, where the facilities to be constructed by such person or entity are not or will not become City owned, operated or maintained facilities, provided that such arrangements do not unduly delay a City construction project.

5.4 Any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other rights not arising under this Franchise, shall be borne fifty percent (50%) by the City, and fifty percent (50%) by Ronald.

Section 6. Compliance with Codes and Regulations.

6.1. The rights, privileges and authority herein granted are subject to and governed by this ordinance and all other applicable ordinances and codes of the City of Shoreline, as they now exist or may hereafter be amended. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Ronald shall be performed by Ronald in accordance with applicable federal, state and city rules and regulations, including the City Public Works Policies and Pre-approved Plans, and any required permits, licenses or fees, and applicable safety standards then in effect or any Memorandum of Understanding with Ronald.

6.2. Upon written inquiry, Ronald shall provide a specific reference to either the federal, state or local law or the Washington Utilities and Transportation Commission (WUTC) order or action establishing a basis for Ronald's actions related to a specific franchise issue.

6.3 In the event that any territory served by Ronald is annexed to the City after the effective date of this Franchise, such territory shall be governed by the terms and conditions contained herein upon the effective date of such annexation.

Section 7. System Development Information

7.1. Ronald will assign a representative whose responsibility shall be to coordinate with the City on planning for CIP projects including those that involve underground. At a minimum, such coordination shall include the following:
(1) Ronald shall meet with the City, other franchisees and users of the right-of-way, according to a schedule to be determined by the City, to schedule and coordinate construction; and
(2) All construction locations, activities, and schedules shall be coordinated, as required by the City Manager or his designee, to minimize public inconvenience, disruption, or damages.
(3) For the purpose of planning, Ronald and the City shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other party.

Section 8. Planning Coordination. The parties agree, as follows, to participate in the development of, and reasonable updates, to each other's planning documents.

8.1. For Ronald's service within the City limits, Ronald will participate in a cooperative effort with the City of Shoreline to develop a Comprehensive Plan - Utilities Element, that meets the requirements described in RCW 36.70A.070 (4).

8.2. Ronald will participate in a cooperative effort with the City to ensure that the Utilities Element of the City's Comprehensive plan is accurate as it relates to Ronald's operations and is updated to ensure it's continued relevance at reasonable intervals.

8.3. Ronald shall submit information related to the general location, proposed location, and approximate capacity of all existing and proposed Facilities within the City as requested by the Director within a reasonable time, not exceeding sixty (60) days from receipt of a written request for such information.

8.4 Ronald will update information provided to the City whenever there are major changes in Ronald's system plans for the City.

8.5. Ronald will provide information relevant to its operation within the City within a reasonable period of time after a written request to assist the City in it's need to develop and update it's Comprehensive Plan - Utilities Element, provided that such information is in Ronald's possession or can be reasonably developed from information in Ronald's possession.

8.6. The City will provide information relevant to Ronald's operations within a reasonable period of time following a written request to assist Ronald in the development or update of its Comprehensive Sewage System Plan, provided that such information is in the City's possession, or can be reasonably developed from the information in the City's possession.

Section 9. Indemnification by Ronald and Shoreline.
9.1 District hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the City, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney’s fees, or liability to any person, including claims by District's own employees to which District might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of District, its agents, servants, officers or employees in performing activities authorized by this Franchise. This covenant of indemnification shall include, but not be limited by this reference, claims against the City arising as a result of the acts or omissions of District, its agents, servants, officers or employees except for claims for injuries and damages caused by the sole negligence of the City. If final judgment is rendered against the City, its elected officials, employees, agents, and volunteers, or any of them, District shall satisfy the same. The City may appear in any proceeding it deems necessary to protect the City’s or the public’s interests.

9.2 The City hereby releases, covenants not to bring suit, and agrees to indemnify, defend and hold harmless the District, its elected officials, employees, agents, and volunteers from any and all claims, costs, judgments, awards, attorney’s fees, or liability to any person, including claims by City's own employees to which City might otherwise be immune under Title 51 RCW, arising from personal injury or damage to property allegedly due to the negligent or intentional acts or omissions of City, its agents, servants, officers or employees in performing construction, maintenance or other city activities within the Rights-of-way. This covenant of indemnification shall include, but not be limited by this reference, claims against the District arising as a result of the acts or omissions of City, its agents, servants, officers or employees except for claims for injuries and damages caused by the sole negligence of the District. If final judgment is rendered against the District, its elected officials, employees, agents, and volunteers, or any of them, City shall satisfy the same. The District may appear in any proceeding it deems necessary to protect the District’s interests or the interests of its ratepayers.

9.3 In the event any such claim or demand be presented to or filed with either party, such party shall promptly notify the other thereof, which party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand. In the event any suit or action be begun against either party based upon any such claim or demand, such party shall likewise promptly notify the other party thereof, which party shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

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9.4. Inspection or acceptance by one party of any work performed by the other at the
time of completion of construction shall not be grounds for avoidance of any of
these covenants of indemnification. Said indemnification obligations shall extend
to claims that are not reduced to a suit and any claims that may be settled prior to
the culmination of any litigation or the institution of any litigation.

9.5. In the event either refuses to undertake the defense of any suit or any claim, after a
request for defense and indemnification has been made pursuant to the
indemnification clauses contained herein, and such refusal is subsequently
determined by a court having jurisdiction (or such other tribunal that the parties
shall agree to decide the matter), to have been a wrongful refusal, such party shall
pay all of the other party's costs and expenses for defense of the action, including
reasonable attorney's fees or recovering under this indemnification clause as well
as any judgement against the party.

9.6. Should a court of competent jurisdiction determine that this Franchise is subject to
RCW 4.24.115, then, in event of liability for damages arising out of bodily injury
to persons or damages to property caused by or resulting from the concurrent
negligence of Ronald and the City, its officers, employees and agents, each party's
liability hereunder shall be only to the extent of its negligence. This waiver has
been mutually negotiated by the parties.

Section 10. Insurance.

10.1. Ronald shall procure and maintain in full force for the duration of the Franchise,
insurance against claims for injuries to persons or damages to property which may
arise from or in connection with the exercise of the rights, privileges and authority
granted hereunder to Ronald, its agents or employees.

10.2. In satisfying the insurance requirement set forth in this section, Ronald may self­
insure against such risks in such amounts as are consistent with good utility
practice. Ronald shall provide the City with sufficient written evidence, the
sufficiency of which shall be determined at the reasonable discretion of the City,
upon request, that such insurance (or self-insurance) is being so maintained by
Ronald. Such written evidence shall include, to the extent available from Ronald's
insurance carrier, a written certificate of insurance with respect to any insurance
maintained by Ronald in compliance with this Section.

10.3. Commercial General Liability insurance policy, written on an occurrence basis
with limits no less than $1,000,000 combined single limit per occurrence and
$2,000,000 aggregate for personal injury, bodily injury and property damage.
Coverage shall include premises, operations, independent contractors, products­
completed operations, personal injury and advertising injury. There shall be no endorsement or modification of the Commercial General Liability insurance excluding liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Ronald's Commercial General Liability insurance policy.

10.4. Excess Liability in an amount of $5,000,000 each occurrence and $5,000.00 aggregate limit. The City shall be named as an additional insured on the Excess Liability insurance policy.

10.5. Automobile Liability insurance for owned, non-owned and hired vehicles with limits no less than $2,000,000 Combined Single Limit per accident for bodily injury and property damage

10.6. Payment of deductible or self-insured retention shall be the sole responsibility of Ronald.

10.7 Ronald shall require all its subcontractors to carry insurance consistent with this Section 10.3, and shall provide evidence of such insurance to the City upon request.

10.8 The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, or employees. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance shall be primary. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of District's insurance and shall not contribute with it. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

Section 11. Default / Enforcement.

11.1. The City reserves the right to revoke and terminate this Franchise and all rights and privileges of Ronald in the event of a substantial violation or material breach of its terms and conditions.

11.2. A substantial violation or material breach by Ronald shall include, but shall not be limited to, the following:

(1) An uncured violation of any material provision of this Franchise, or any material rule, order or regulation of the City which would endanger the
public health, safety and welfare;

(2) The practice of any fraud or deceit upon the Ratepayers served by the District's system of sanitary sewers.

(3) The practice of any fraud or deceit upon the City.

(4) Misrepresentation of material facts in the negotiation of this Franchise or its implementation.

(5) The negligent failure or unreasonable refusal to provide the sanitary sewer services specified in the Franchise.

(6) A continuous and willful pattern of grossly inadequate service.

(7) An uncured failure to pay the fee associated with this Franchise.

11.3. No violation or breach of this Franchise shall occur which is without fault of either Ronald or the City, unless they are the result of circumstances beyond Ronald's or the City's reasonable control, such as Acts of God or unrelated third parties.

Neither Ronald, nor the City, shall be excused by economic hardship or by nonfeasance or malfeasance of its elected officials, officers, agents or employees.

Damage to equipment causing service interruption shall be deemed to be the result of circumstances beyond Ronald's or the City's control if it is caused by any negligent act or unintended omission of its employees (assuming proper training) or agents (assuming reasonable diligence in their selection), or sabotage, vandalism or malicious mischief by its employees or agents. Ronald, or the City, shall bear the burden of proof in establishing the existence of such conditions.

11.4. Except in the case of termination of this Franchise pursuant to Paragraph 11.2d, the City, or Ronald, prior to any termination or revocation of this Franchise, shall provide the other with detailed written notice describing any substantial violation or material breach upon which it proposes to take action. The party who is allegedly in breach shall have a period of 60 days following such written notice to cure the alleged violation or breach, or demonstrate to the other's satisfaction that a violation or breach has not occurred or does not exist, or submit a plan that is satisfactory to the other to correct the violation or breach. If, at the end of said 60-day period, the party giving such notice reasonably believes that a substantial violation or material breach is continuing and that the party in breach is not taking satisfactory corrective action, the noticing party may, by written notice to the other
party, declare that the party in breach is in default. Within 20 days after receipt of a written declaration of default, the party that is alleged to be in default may request, in writing, a hearing before the City Hearing Examiner, as provided by the City's development regulations.

The Hearing Examiner's decision may be appealed by either party to the King County Superior Court within thirty (30) days following the date of the decision rendered.

11.5. The City may, in its discretion and without waiving its rights under Paragraph 11.4 above, provide, in writing, for an extension of the period for Ronald to remedy any violation or breach of the Franchise terms or take such corrective action specified in the Notice and come into compliance with its obligations under this Franchise, so as to avoid its termination or revocation.

11.6 Any violation continuing for a period greater than 60 days may be remedied by the City at Ronald's expense, unless Ronald is diligently and in good faith proceeding with corrective action and its failure to complete corrective action is caused by unavoidable delays or events beyond its control.

Section 12. Franchise Term. The term of the Franchise granted hereunder shall remain in full force for fifteen (15) years from the effective date.

Section 13. Non-Exclusive Franchise. This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises under, over, upon, and along the Right-of-way which do not interfere with Ronald's existing sanitary sewer system and its rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Right-of-way or affect the jurisdiction of the City over the same or any part thereof.

Section 14. Franchise Fee.

14.1. In consideration for the rights granted Ronald under this agreement and the parties concomitant Interlocal Operating Agreement to occupy City right-of-way for the purpose of operating a sanitary sewer utility within the City dated ________________ and as compensation for the City's recovery of actual administrative expenses incurred by the City that are directly related to receiving and approving permits, licenses, cost of inspections, this franchise and inspecting plans for construction within the Right-of-way, Ronald agrees to pay the City a franchise fee of $3,000 annually in addition to those fees identified in the Blanket Permit, Section 4.6. Proceeds of the franchise fee collected shall be distributed to the City no later than 30 days after the end of each
calendar year.

Section 15. Records. As a condition of this Franchise, and without charge to the City, District agrees to provide the City with available as-built plans, maps, and records that show the vertical and horizontal location of its facilities within the right-of-way, measured from the center line of the right-of-way, using a minimum scale of one inch equals one hundred feet (1"=100'). If available as a standard format maintained by the District, maps shall be provided in Geographical Information System (GIS) or other digital electronic format used by the City and, upon request, in hard copy plan form used by District. This information shall be provided between one hundred twenty (120) and one hundred eighty (180) days of the effective date of this Ordinance and shall be updated upon reasonable request by the City.

Section 16. Survival. All of the provisions, conditions and requirements of Sections 4.1 Excavation, 4.2 Abandonment Of District's Facilities, 4.3 Restoration After Construction, 4.8 Dangerous Conditions, Authority For City To Abate, Section 5 Relocation of System Facilities, and Section 9 Indemnification, of this Franchise, shall be in addition to any and all other obligations and liabilities Ronald may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Ronald for the use of the areas mentioned in Section 2 herein, and any renewals or extensions thereof. This Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Ronald and all privileges, as well as all obligations and liabilities of Ronald shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Ronald is named herein.

Section 17. Severability. If any Section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause or phrase of this Franchise Ordinance. The Parties may amend, repeal, add, replace, or modify any provision of this Franchise to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.

Section 18. Assignment. This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without the written approval of the City. This paragraph shall not act to require City approval of any Ronald action to mortgage or otherwise encumber its facilities, or other action related to corporate financing, financial reorganization, or refinancing activity.
Section 19. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

Ronald General Manager  
Ronald Wastewater District  
PO Box 33490  
Shoreline WA 98133-0490  
Phone: 206-546-2494  
Fax: 206-546-8110

City Manager  
City of Shoreline  
17544 Midvale Ave No  
Shoreline WA 98133-4921  
Phone: 206-546-1700  
Fax: 206-546-2200

Section 20. Non-Waiver. The failure of either party to enforce any breach or violation by the other party of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Franchise.

Section 21. Alternate Dispute Resolution. If the parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

Section 22. Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 23. Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to Ronald as set forth in this ordinance. Ronald shall have sixty (60) days from receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to Ronald by this ordinance.

Section 24. Ronald Acceptance of Franchise. Ronald shall have no rights under this Franchise nor shall Ronald be bound by the terms and conditions of this Franchise unless Ronald shall, within thirty (30) days after the effective date of the ordinance, file with the City its written acceptance of this Franchise, in a form acceptable to the City Attorney.

Section 25. Publication Costs. In accord with state law, this ordinance shall be published in full. Ronald shall reimburse the City for the cost of publishing this Franchise Ordinance within sixty (60) days of receipt of an invoice from the City.
Section 26. Effective Date. This ordinance shall take effect and be in full force five days after publication.

PASSED BY THE CITY COUNCIL ON OCTOBER 14, 2002.

Mayor Scott Jepsen

ATTEST:

Sharon Mattioli
City Clerk

Date of Publication: October 17, 2002
Effective Date: October 22, 2002
ORDINANCE NO. 307

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, EXTENDING THE FRANCHISES UNDER WHICH THE RONALD WASTEWATER DISTRICT (FORMERLY KNOWN AS SHORELINE WASTEWATER MANAGEMENT DISTRICT) IS AUTHORIZED TO PROVIDE SANITARY SEWER SERVICES WITHIN THE CITY OF SHORELINE.

WHEREAS, the City of Shoreline, by Shoreline City Ordinance No. 152, granted the Ronald Wastewater District (District) a non-exclusive Franchise to construct, maintain, operate, replace and repair a sanitary sewer system, in, under, through and below certain designated public rights-of-way of the City effective March 8, 1998; and

WHEREAS, the Franchise granted to the District by the City through Ordinance No. 152, as amended by Ordinance No. 175, was extended by Ordinance No. 267 through December 31, 2001; and

WHEREAS, on October 1, 2001 the District acquired Seattle Public Utilities’ (SPU) facilities, accounts, and service area within Shoreline; and

WHEREAS, SPU’s operating franchise granted by Ordinance No. 215 was assigned to the District effective October 1, 2001, by assumption agreement approved by the City pursuant to Ordinance No. 215; and

WHEREAS, the terms of District’s franchises were extended to June 30, 2002 by Ordinance 296 passed December 10, 2001; and

WHEREAS, both the City and the District are committed to developing new agreements to guide their relationship; and

WHEREAS, the District and the City agree that it is in the best interest of sanitary sewer customers and the City that the District continue to operate under a City franchise and that the status quo be preserved for a reasonable period of time to complete the present negotiations of a franchise agreement and concomitant interlocal agreement as envisioned by the parties in their interlocal agreement dated August 13, 1997;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Franchise Extension. The sanitary sewer franchise granted pursuant to City Ordinance No. 296, is hereby extended through the earlier of December 15, 2002, or until the effective date of a replacement franchise (whichever first occurs). The terms of this franchise shall apply to the area of the City serviced by the District under Ordinance No. 296. This franchise shall, in that area, also control over any conflicting provisions of the sanitary sewer franchise granted to SPU pursuant to City Ordinance No. 215 and assigned to the District effective October 1, 2001.
Section 2. Franchise Amendment. The sanitary sewer franchise granted pursuant to City Ordinance No. 215, is hereby amended to end its effective term on December 15, 2002, or upon the effective date of a replacement franchise (whichever first occurs). The terms of this franchise shall apply to the area of the City serviced by SPU at the time of its adoption. The parties further stipulate that the Franchise Fee payment methodology utilized by SPU and as continued by the District satisfy the Franchise Fee payment requirements of this franchise. The City hereby waives any right to audit or otherwise seek revision or reconciliation of the District’s satisfaction of this payment obligation during the remaining term of this franchise as long as the District continues to adhere to SPU’s payment methodology.

Section 3. Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the Grantee set forth in this ordinance. The Grantee shall have fifteen (15) days from receipt of the certified copy of this ordinance to accept in writing the extension of the franchise granted to the Grantee in this ordinance.

Section 4. Publication and Effective Date. In accord with state law, this ordinance shall be published in full and shall take effect five days after said publication.

PASSED BY THE CITY COUNCIL ON June 24, 2002.

[Signature]
Mayor Scott Jepsen

ATTEST:
Sharon Mattioli, CMC
City Clerk

APPROVED AS TO FORM:
Ian Sievers, City Attorney

Date of Publication: June 27, 2002
Effective Date: July 2, 2002