AN ORDINANCE of the City of Kent, Washington, granting to Washington Natural Gas Company, a Washington corporation its successors and assigns, the right, privilege and franchise to construct, maintain and operate gas pipes and mains in the streets, avenues, lanes, alleys, highways and other public places and ways of the City of Kent.

THE CITY COUNCIL OF THE CITY OF KENT DO HEREBY ORDAIN AS FOLLOWS:

Section 1. That Washington Natural Gas Company, a Washington corporation, its successors and assigns, are hereby granted the right, privilege and franchise to lay down, construct, relay, connect, disconnect, repair, replace and/or maintain such and so many pipes, conduits and mains, and all other appurtenances and appendages thereto, along, through and under the avenues, streets, lanes, alleys, highways and other public places and ways in the said City of Kent, as may be necessary, convenient and/or proper for supplying, selling, transmitting, and/or distributing such gas for lighting, heating, fuel and all other purposes within and/or through the said City and for that purpose to make any and all connections which may be necessary, convenient and/or proper between said pipes, conduits and mains, and the dwellings and other buildings of consumers of such gas, and also the right, privilege and franchise of supplying such gas for lighting, fuel and all other purposes to said City and its inhabitants and any other persons, firms or corporations.

Section 2. The location of all pipes, conduits, mains, service pipes and appurtenances, and their depth below surface of ground or grade of any street, avenue, alley, highway, lane or other public place or way shall be determined by the grantee and fixed by the Director of Public Works hereafter called the "Director". All work, to be done under this franchise shall be governed by and conform to the general ordinances of the City of Kent in force at the time said work is to be done. Before any work is done by the grantee under this franchise, plans thereof in triplicate shall be submitted to the Director or his/her designee for review and approval. Said plans shall be drawn to scale and shall
show the relative position and location of all pipes, conduits, mains, service pipes and appurtenances to be constructed, laid, relaid, installed, replaced, repaired, connected or disconnected at the time to existing street, avenue, alley, highway, land, way, rights-of-way or property lines. All streets, avenues, highways, alleys, lanes or ways denoted thereon shall be designated by their names and number and the local improvements therein such as roadway pavement, shoulders, sidewalks, curbs, gutters, ditches, driveways, parking strips, telephone or electric distribution poles, conduits, storm, sewer or water pipe lines as may exist on the ground sought to be occupied shall be outlined.

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

Section 3. The Grantee shall leave all streets, avenues, highways or public places, or ways after laying and installing pipes, conduits, mains and other appurtenances and doing construction work making repairs to equipment etc., in as good and safe condition in all respects as they were before the commencement of such work by the Grantee, its agents or contractors, or when such work has met with the approval of the Director.

In case of any damage to said streets, avenues, highways, alleys, ways, or public places, or to pavements, roadways, turnouts, gutters, ditches, sidewalks, drain pipes, sewer pipes, water pipes, hand or embankment rails, bridges, trestles, by the Grantee, the said Grantee agrees to immediately repair said damage at its own sole cost and expense. City of Kent may at any time do, order and have done any and all work considered necessary to restore to a safe condition any such street, avenue, highway, alley, or public place or way left by the Grantee, or agents, in a condition dangerous to life or property and the Grantee upon demand shall pay to the City of Kent all costs of such construction.
or repair of doing such work.

Section 4. The Grantee hereby agrees for itself, its successors and assigns, to protect and save harmless City of Kent from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of any faulty construction, defective material, or equipment, or maintenance, or by the improper occupation of said right-of-way by the said Grantee or by reason of the negligent, improper, or faulty manner of safeguarding any excavation, temporary turnouts, or inefficient operation by the Grantee of its or their system of gas pipe lines, conduits, mains and appurtenances placed upon, along or under the City rights-of-way of the avenues, alleys, highways, and public places or ways herein designated and in case that suit or action is brought against the said City of Kent for damages arising out of or by reason of any of the above mentioned causes the Grantee, its successors, or assigns will, upon notice to it or them of the commencement of said action, defend the same at its or their sole cost and expense and in case judgment shall be rendered against City of Kent in suit or action, will fully satisfy said judgment within ninety (90) days after the said suit or action shall have finally been determined if determined adversely to City of Kent. The Grantee hereby agrees, for itself, its successors and assigns, to repair any damage to the City roads over which it holds a franchise, and all other City improvements caused by the failure of the Grantees work during the life of this franchise.

Failure on the part of the Grantee to promptly repair the damaged work upon notice from the Director to do so, shall be warrant for the City to make the necessary repairs and charge same to the Grantee. Acceptance of the work by the City at the time of completion shall be no defense for avoidance of this covenant. PROVIDED, that the Grantee, its successors and assigns shall have the right to employ its or their own counsel in any cause or action and be given the management of the defense thereof.

Section 5. The laying, construction, maintenance and operation of the said Grantee's system of gas lines, pipes, conduits, mains, service pipe, etc., granted under this franchise shall not preclude City of Kent its accredited agents, or its contractors, from blasting, grading, or doing other necessary
road work contiguous to the said Grantee's pipe lines, provided that the Grantee shall have twenty-four (24) hours notice of said blasting or excavating in order that said Grantee may protect its line of pipe and property.

Section 6. If, at any time, City of Kent, deeming it advisable to improve any of its streets, avenues, highways, alleys, or public places or ways by reconstructing, grading or regarding, graveling, or oiling or paving same, or altering, changing, repairing, or re-improving same, the Grantee, upon written notice by City of Kent shall, at its or their own expense, immediately so raise, lower, or move it or their pipes, conduits, mains, service lines and appurtenances to conform to such new grades as may be established, or place said pipes, conduits, mains, service lines and appurtenances in such location, or positions as shall cause the least interference with any such improvements or work thereon as contemplated by City of Kent and the said City shall in no way be held liable for any damages to said Grantee that may occur by reason of the City's improvements, repairs, or maintenance or by the exercise of any rights so reserved in this section or grant. If City of Kent shall improve such streets, avenues, highways, alleys, or public places, or ways, the Grantee shall on written notice by City of Kent, at its own expense replace or improve its or their system of gas pipes, conduits, mains, service lines and appurtenances as may be in or through the improved subgrade of such improvement, with pipes, conduits, mains, service lines and appurtenances as shall conform to the specifications for the improvement of such streets, avenues, highways, or public places or ways and as shall minimize future pavement or sidewalk cuts or openings for the purpose of laying, relaying, connecting, disconnecting and repairing said system of gas pipes, conduits, mains service lines and appurtenances.

Section 7. This grant or privilege shall not be deemed or held to be an exclusive franchise. It shall in no manner prohibit City of Kent from granting other franchises of a like nature or franchises for other public or private utilities, over, along, across, under and upon any of the streets, avenues, highways, alleys, or public places, or ways as herein enumerated, and shall in no wise prevent or prohibit City of Kent using any of said streets, avenues, etc., or affect its jurisdiction over them or
any part of them with full power to make all necessary changes, relocations, repairs, maintenance, etc., of same as it deems fit.

Section 8. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Grantee, and all privileges of the Grantee shall inure to successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned.

Section 9. If the Grantee itself, its successors or assigns, shall willfully violate, or fail to comply with any of the provisions of this grant, or through willful or unreasonable neglects or fails to heed or comply with any notice given the Grantee under the provisions of this grant, then the said Grantee, its successors or assigns shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by City of Kent.

Section 10. All rights granted or authorized herein shall be subject to and governed only by, this ordinance or amendments hereto; provided, however, the City Council expressly reserves unto itself all of its police power to adopt general ordinances and other laws, rules or regulations necessary to protect the safety and welfare of the general public in relation to the rights hereby granted.

Section 11. That whenever the establishment of the alignments and/or grade, for sewers, drains, water mains and/or other municipal improvements shall render necessary the removal or relaying, or raising or lowering or moving of the Grantee's pipes, conduits, mains, service lines or appurtenances said Grantee shall immediately upon written notice by the City of Kent remove relay, raise, lower, or move same at the expense of said Grantee, its heirs and assigns, and upon its or their failure so to do, the said City of Kent may remove the same at the expense of Grantee.

Section 12. Before any work is performed under this franchise, the Grantee shall reference all monuments and markers of every nature relating to sub-division plats, highways and all other surveys. The reference points shall be so located that
they will not be disturbed during the Grantee's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the Director before placement. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the Director. The cost of monuments or other markers lost, destroyed, or disturbed and the expense of replacement by approved monuments shall be borne by the Grantee.

Section 13. If within thirty (30) days after the granting of this franchise the Grantee shall have failed to sign the incorporated written acceptance hereof, then the herein granted rights and privileges shall be deemed forfeited and be declared null and void.

Section 14. That all the rights, privileges and franchises herein conferred upon and granted to the said Grantee shall continue for twenty-five years from the time this Ordinance goes into effect, subject, however, to the conditions herein specifically set forth.

Section 15. That with respect to all streets, avenues, highways, alleys or other public places or ways designated herein the Grantee shall furnish to the City within one (1) year from date of the Grantee's acceptance of this franchise a comprehensive plan for its or their system of gas lines, pipes, conduits, mains and appurtenances. Such plan shall be approved by the Director prior to its submission for the approval to the City of Kent City Council. Said comprehensive plan shall consist of the following:

a) A short history of the Grantee;
b) A description of the existing system of gas lines, pipes, conduits, mains and appurtenances including any replacement of deficient systems;
c) A time schedule for improvement required to meet any existing deficiencies therein;
d) A projection of anticipated major feeder system needs larger than 4-inches at least five years into the future;
e) A map of the immediate service area around and including the City of Kent showing existing and
proposed lines, pipes, conduits, mains and related appurtenances.

Said comprehensive plan shall be updated and resubmitted to the City of Kent for reviewed approval every five (5) years for the life of this franchise.

Section 16. Whenever the work "Grantee" appears in this Ordinance, it is intended to designate and shall be held to mean Washington Natural Gas Company, a Washington corporation, and its successors and assigns.

Section 17. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

ATTEST:

MARIE JENSEN, CITY CLERK

APPROVED AS TO FORM:

DONALD E. MIRK, CITY ATTORNEY

PASSED the 5 day of January, 1981.
APPROVED the 6 day of January, 1981.
PUBLISHED the 16 day of January, 1981.

The terms and conditions of the foregoing Franchise Ordinance No. 2267 are hereby accepted this 8th day of January, 1981.

WASHINGTON NATURAL GAS COMPANY

By: R. R. Golliver, President

I hereby certify that this is a true copy of Ordinance No. 2267, passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

MARIE JENSEN, CITY CLERK (SEAL)