AN ORDINANCE of the City of Kent, Washington, granting unto the Olympic Pipe Line Company, a Delaware corporation, its successors and assigns, the right, privilege, authority and franchise for ten years, to maintain, operate, replace, and repair an existing pipeline, together with equipment and appurtenances thereto for the transportation, storage and handling of oil and any by-product thereof, in, across, under, through and below certain designated public rights-of-way and public properties of the City of Kent, State of Washington.

THE CITY COUNCIL OF THE CITY OF KENT, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Franchise Granted. The existing franchise between the City of Kent, Washington and Olympic Pipeline Company (hereinafter "Olympic") for utilization of streets, avenues, rights-of-way, roads, alleys, lanes or other public places within the City of Kent is hereby cancelled as of May 3, 1991.

Pursuant to RCW 35A.47.040, the City of Kent, Washington (the "City" herein,) hereby grants to Olympic Pipeline Company, a Delaware corporation, its successors and assigns, subject to the terms and conditions set forth hereinafter, a franchise for a period of ten years, commencing May 2, 1991 and expiring May 2, 2001.

This franchise shall grant to Olympic the right, privilege and authority to operate, maintain, replace, use and
operate one existing pipeline and all necessary equipment and facilities thereto for the transport of oil and oil products, in, under, on, across, or below the public right-of-ways and public places located in the City of Kent, more specifically described as follows:

<table>
<thead>
<tr>
<th>STREET</th>
<th>DISTANCE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Across S. 228th St.</td>
<td>60 feet 1754'</td>
<td>E/CL 68th Ave. S.</td>
</tr>
<tr>
<td>Across S. 202nd St.</td>
<td>60 feet 425'</td>
<td>E/CL 72nd Ave. S.</td>
</tr>
<tr>
<td>Across S. 206th St.</td>
<td>60 feet 425'</td>
<td>E/CL 72nd Ave. S.</td>
</tr>
<tr>
<td>Across S. 212th St.</td>
<td>60 feet 1730'</td>
<td>E/CL 68th Ave. S.</td>
</tr>
<tr>
<td>Across S. Smith St.</td>
<td>60 feet 1800'</td>
<td>E/CL 68th Ave. S.</td>
</tr>
<tr>
<td>Across W. Meeker St.</td>
<td>60 feet 1800'</td>
<td>E/CL 68th Ave. S.</td>
</tr>
<tr>
<td>Across W. Willis St.</td>
<td>60 feet 740'</td>
<td>W/CL 5th Ave.</td>
</tr>
<tr>
<td>Across S. 259th St.</td>
<td>60 feet 1375'</td>
<td>W/CL 3rd Ave.</td>
</tr>
<tr>
<td>Across S. 262nd St.</td>
<td>60 feet 2340'</td>
<td>E/CL 70th Ave. S.</td>
</tr>
<tr>
<td>Across W. James St.</td>
<td>66 feet 1800'</td>
<td>E/CL 68th Ave. S.</td>
</tr>
</tbody>
</table>

The rights and privileges granted under this franchise shall not convey any right to Olympic to install any new pipelines or pipeline facilities, or to allow Olympic the use of City-owned, leased or operated properties outside of the franchise area described above.

Section 2. Non-Exclusive Franchise Grant. This franchise is granted upon the express condition that it shall not in any manner prevent the City of Kent from granting other or further franchises in, along, over, through, under, below or across any of said right-of-ways, streets, avenues or all other public lands and properties of every type and description. Such franchise shall in no way prevent or prohibit the City of Kent from using any of said roads, streets or other public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as they may deem fit, including the dedication, establishment,
maintenance, and improvement of all new rights-of-ways, thoroughfares and other public properties of every type and description.

Section 3. Relocation of Pipeline and Pipeline Facilities. Olympic agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect, relocate or remove from any street any of its installations when so required by the City of Kent by reason of traffic conditions or public safety, street vacations, dedications of new right-of-ways and the establishment and improvement thereof, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity, provided that Olympic shall in all such cases have the privilege to temporarily bypass, in the authorized portion of the same street upon approval by the City of Kent, any section of pipeline required to be temporarily disconnected or removed.

If the City determines that the project necessitates the relocation of Olympic's then existing facilities, the City shall:

a) At least sixty (60) days prior to the commencement of such improvement project, provide Olympic with written notice requiring such relocation; and

b) Provide Olympic with copies of pertinent portions of the plans and specifications for such improvement project so that Olympic may relocate its facilities to accommodate such improvement project.

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

Olympic 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 Olympic in writing if one or more of the alternatives is suitable to accommodate the work which would otherwise necessitate relocation of the facilities. If so requested by the City, Olympic shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Olympic full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, Olympic shall relocate its facilities as otherwise provided in this Section.

The provisions of this Section shall in no manner preclude or restrict Olympic 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 said 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.

Section 4. Olympic’s Maps and Records. As a condition of this franchise, Olympic shall provide to the City at no cost, a copy of its current maps and records of its pipeline system and facilities as they exist on the date of this franchise agreement in the City of Kent. These maps and records shall be copies of those that Olympic updates and maintains in order to comply with the requirements of the Code of Federal Regulations, Chapter 49,
Part 195.04, or any other federal regulations that may be adopted or promulgated in the future on the subject of pipeline safety. All such maps and records, including the results of all tests or inspections of the pipeline and its facilities done by Olympic pursuant to 49 CFR §195 and any other federal regulations, shall be available at all reasonable times for inspection by the proper officials and agents of the City.

Upon written request of the City, Olympic shall provide the City with the most recent updated plan available of potential improvements to its facilities within the franchise area; Provided, However, any such plan so submitted shall be for informational purposes only and shall not obligate Olympic to undertake any specific improvements within the franchise area, nor shall such plan be construed as a proposal to undertake any specific improvements within the franchise area.

Section 5. Pipeline Integrity. Prior to and as a condition of the granting of this franchise, Olympic shall provide for the City’s review and approval, a Risk Assessment of Olympic’s pipeline system as it now exists within the Kent City limits. The Risk Assessment shall be prepared by a consultant firm approved by the City and stamped by a Washington State licensed engineer with demonstrated experience in the field. The Assessment, prepared under the direction of the City, shall include, but not be limited to, a review of the original pipeline system design, any subsequent modifications, the installation records, Olympic’s past and present operational and maintenance practices, emergency response plan and emergency response record. The Assessment shall also contain a determination of the potential failure risk of the pipeline or any of its parts, apparatus and equipment, with respect to loss of product into the environment during this franchise term, or, until the year 2001. Locations of all
potential failure areas shall also be stated in the Assessment, as well as the projected associated environmental damage or clean-up costs, as such costs can reasonably be estimated.

All pipe and any other components of pipeline systems to be placed by Olympic in the future within any street right-of-way or other public property as designated under this franchise agreement, shall be designed, manufactured and installed in full compliance with the Design Requirements for Hazardous Liquids Pipelines as set forth in 49 CFR §195, Subpart C, or any other future federal regulations promulgated on the subject. Whenever Olympic shall relocate or replace any pipeline system or portion thereof, the new pipe or facilities shall be initially tested and then tested annually or sooner thereafter, according to the schedules as set forth in the federal regulations on the subject.

Section 6. Excavations. During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public right-of-ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property, and Olympic shall at all times post and maintain proper barricades during such period of construction as required by the laws of the State of Washington or the ordinances of the City of Kent.

Whenever Olympic shall excavate in any public right-of-way or other public property for the purpose of repair, maintenance or relocation of its facilities, it shall apply to the City for a permit to do so and shall give the City at least three (3) working days notice thereof. During the progress of the work, Olympic shall not unnecessarily obstruct the passage or proper use of the
right-of-way, and shall file maps or plans with the City showing the proposed and final location of the pipeline.

If either the City or Olympic shall at any time plan to make excavations in any area covered by this franchise and as described in this section, the party planning such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons.

Section 7. Restoration after Construction. Olympic shall, after abandonment approved under Section 16 herein, or relocation, maintenance, or repair of pipeline/facilities within the franchise area, restore the surface of the right-of-way or public property to at least the condition same was in immediately prior to any such relocation, maintenance or repair. All concrete encased recorded monuments which have been disturbed or displaced by such work shall be restored pursuant to all federal, state and local standards and specifications. Olympic agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the franchise area or other affected area at its sole cost and expense.

Section 8. Warranties. Olympic represents, warrants and covenants that a) Olympic has not received any notice of, and is not aware of, any actual or alleged release of any hazardous substance from or in the pipeline system; b) Olympic has not received any notice of and is not aware of, any actual or alleged violation with respect to the pipeline system of any federal,
state or local statute, ordinance, rule, regulation or other law pertaining to hazardous substances; and c) no action or proceeding is pending before or appealable from any court, quasi-judicial body or administrative agency relating to hazardous substances emanating from, caused by or affecting Olympic’s pipeline system.

For the purpose of this franchise, the term "hazardous substance" shall mean any hazardous, toxic or dangerous substance, waste or material that is regulated under any federal, state or local law pertaining to environmental protection, contamination, cleanup or liability. The term includes without limitation, a) any substance designated a "hazardous substance" under the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. 9601 et seq.), and/or under the Model Toxics Control Act (Ch. 70.105D RCW), as these statutes shall be amended from time to time, and b) any substances that, after being released into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through the food chain, will or may be reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities in humans, plants or animals. "Release" means any intentional or unintentional entry of any hazardous substance into the environment, including, without limitation, the abandonment or disposal of containers of hazardous substances.

Section 9. Compliance with Applicable Laws. Olympic shall not cause or permit the pipeline to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances, except in compliance with all applicable federal state and local laws or regulations. Nor shall Olympic cause or permit, as a result of any intentional or unintentional act or omission on the part of
Section 10. Notification of Releases and/or Accidents; Monitoring. Olympic shall monitor the pipeline system by making visual inspections at least once every three weeks as required by 49 CFR 195.412, or as may be required by any federal or state regulations that may be promulgated on the subject in the future, and by performing annual pressure tests of the pipelines. Olympic shall immediately notify the City Fire Department at 852-2121 (24 hour number) and the City Public Works Department at 859-3383 of the occurrence of any of the following circumstances which occur within the Kent City limits or which may affect property within the existing Kent City limits or as the Kent City limits may be hereafter extended:

1) When there is a leak in the pipeline causing a loss of Olympic's product;

2) When there is an explosion or fire involving Olympic's pipeline facilities or product;

3) When there is an escape into the atmosphere of Olympic's products, or highly volatile liquids;

4) When there exists any hazardous condition which could lead to an accident or imminently dangerous situation;

5) When there is an escape of Olympic's product into any stream, river, lake, reservoir, ground water or water table;
6) When any person suffers bodily injury or death in an event involving Olympic’s pipeline, facilities or product;

7) When there is damage to any public or private property involving Olympic’s pipeline, facilities or product, which property is not owned by Olympic.

Within twenty-four (24) hours of the oral notice, Olympic shall follow up with a written notice, addressed to the Director of the Kent Public Works Department, 400 West James St., Kent, Washington 98032. Both oral and written notices shall specify, to the extent possible, the Hazardous Substance involved; the amount of Hazardous Substances involved; the location of the release or contamination; the time and duration of the release or contamination; the steps being taken to stop, limit or remediate the release or contamination; other governmental agencies contacted about the release or contamination; and the name and/or title of the person making the notice.

Within thirty (30) days of the occurrence of any accident involving Olympic’s pipelines, facilities or products in the City, Olympic shall prepare and file a written accident report with the City, which shall either provide all information or be identical to the completed form required for this purpose by the Secretary of the Department of Transportation, pursuant to 49 CFR Parts 195.50, 195.54, 195.55 and 195.56, or any future federal regulations promulgated on the subject. The information on this report shall include, but not be limited to a description of the event, all significant facts relevant to the event, the circumstances leading to its discovery, the corrective action taken and the extent of any personal injuries, fatalities or property damage.
Compliance with this provision shall not excuse Olympic from any other notification requirements under federal, state or local law. Failure to comply with the notification and reporting requirements of this Section or the hazardous waste clean-up and permit regulations contained in Kent City Ordinance 2718 shall be grounds for revocation of this franchise.

Section 11. Notification of Violation. In addition to the requirements for notification contained in Section 10 herein regarding accidents or releases, Olympic shall notify the City in writing within 24 hours after Olympic a) receives any notice of or becomes aware of any actual or alleged violation, with respect to the pipeline system, or of any federal, state or local law pertaining to Hazardous Substances, or b) becomes aware of any lien or action with respect to any of the foregoing. Olympic will, at its sole expense, act in a manner satisfactory to the City, to comply with all laws, including Kent City Ordinance 2718, and with all orders, decrees or judgments of governmental authorities or courts that apply to the use, collection, storage, treatment, control, removal or clean-up of Hazardous Substances emanating from or related to the pipeline system. Olympic shall immediately comply with any request or order of the City relative to the operation of the pipeline that the City determines necessary to protect the public health, safety and welfare. Olympic shall further pay all clean-up, administrative and enforcement costs of governmental agencies if obligated to do so by contract or law. The City may, but is not obligated to take such actions and incur such costs and expenses to effect such compliance as it deems advisable; and whether or not Olympic has actual knowledge of the existence of Hazardous Substances in, on or under the affected premises or adjacent property as of the date hereof, Olympic shall reimburse the City on demand for the full amount of all costs and expenses the City incurred in connection with such compliance activities.
Section 12. Emergency Work -- Permit Waiver. In the event of any emergency in which a pipeline located in or under any street, breaks, is damaged or otherwise is in such a condition as to immediately endanger the property, life, health or safety of any individual, or when a violation as described in Section 11, "Notification of Violation" occurs, Olympic shall immediately take the proper emergency measures to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve Olympic from the requirement of obtaining any permits necessary for this purpose, and Olympic shall apply for all such permits not later than the next succeeding day during which the Kent City Hall is open for business.

Section 13. Recovery of Costs. Olympic shall pay a filing fee for the City’s administrative costs in drafting and processing this franchise agreement and all work related thereto, including the cost of the City’s review of the Risk Assessment in Section 5 herein. Olympic shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Ordinance or in prior ordinances relating to the pipeline system, including Kent City Ordinance 2718, regardless of the voluntary nature of any clean-up efforts. Where the City incurs costs and expenses for review, inspection or supervision of activities undertaken through the authority granted in this Ordinance or any prior ordinances relating to the pipeline system for which a permit fee is not established, Olympic shall pay such costs and expenses directly to the City. In addition to the above, Olympic shall promptly reimburse the City for any and all costs it reasonably incurs in response to any emergency involving Olympic’s pipelines and facilities.
Section 14. **Indemnification.** Olympic hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by Olympic’s own employees to which Olympic might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of Olympic, its agents, servants, officers or employees in performing this franchise are the proximate cause. Olympic further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to any person (including claims by Olympic’s own employees, including those claims to which Olympic might otherwise have immunity under Title 51 RCW) arising against the City solely by virtue of the City’s ownership or control of the rights-of-way or other public properties, by virtue of Olympic’s exercise of the rights granted herein, or by virtue of the City’s permitting Olympic’s use of the City’s rights-of-way or other public property based upon the inspection or lack of inspection of work performed by Olympic, its agents and servants, officers or employees in connection with work authorized on the City’s property or property over which the City has control, pursuant to this franchise or pursuant to any other permit or approval issued in connection with 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 negligent acts or omissions of Olympic, its agents, servants, officers or employees in barricading or providing other adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this franchise.
Olympic further agrees to release, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers and employees, agents and representatives from any and all claims, costs, judgments or awards to any person, including all reasonable attorneys’ fees and costs incurred by the City, or liabilities resulting from a) any breach of the representations and warranties as contained in this franchise, or in any notice, report or permit application made by Olympic pursuant to the requirements of this franchise, or local, state or federal law; and b) Hazardous Substances from the pipeline system being found on or removed from any properties.

Inspection or acceptance by the City of any work performed by Olympic at the time of completion shall not be grounds for avoidance of any of these covenants of indemnification.

Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the Grantee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said 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 Olympic, then Olympic shall pay all of the City’s costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys’ fees and the reasonable costs of the City, including reasonable attorneys’ fees of recovering under this indemnification clause.
Should a court of competent jurisdiction determine that this franchise agreement 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 Olympic and the City, its officers, employees and agents, Olympic’s liability hereunder shall be only to the extent of Olympic’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Olympic’s waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this Section shall survive the expiration or termination of this franchise agreement.

Section 15. Insurance. Olympic shall procure and maintain 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 Olympic, its agents, representatives or employees. Olympic shall provide a copy of such insurance policy to the City for its inspection prior to the adoption of this franchise ordinance, and such insurance shall evidence:

1. Automobile Liability insurance with limits no less than $1,000,000 Combined Single Limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance policy written on an occurrence basis with limits no less than $2,000,000 Combined Single Limit per occurrence and $2,000,000 aggregate for personal injury, bodily
injury and property damage. Coverage shall include but not be limited to: pollution coverage and cost of cleanup; blanket contractual; products/completed operations; broad form property; explosion, collapse and underground (XCU); and Employer’s Liability.

Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of the Contractor.

The insurance obtained by Olympic shall name the City, its officers, employees and volunteers as insureds with regard to activities performed by or on behalf of Olympic. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. 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. Olympic’s insurance shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of Olympic’s insurance and shall not contribute with it. The insurance policy or polices required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
Section 16. Abandonment of Pipeline or Pipeline Facilities. No pipeline, section of pipeline or pipeline facility may be abandoned by Olympic without the express written consent of the City. The City shall not consent to abandonment until Olympic provides an environmental report prepared for this purpose, which evaluates ground and surface water quality, surrounding soil contamination or pollution of any kind in the area of the proposed abandonment. If the City approves certain pipeline sections or facilities for abandonment, Olympic must comply with all local, state and federal regulations pertinent to abandonment of oil pipelines and associated clean-up activities, including Kent City Ordinance 2718.

Section 17. Bond. Before undertaking any of the work, improvements, repair, relocation or maintenance authorized by this franchise, Olympic shall, upon the request of the City, furnish a bond executed by Olympic and a corporate surety authorized to do a surety business in the State of Washington, in a sum to be set and approved by the Director of Public Works as sufficient to ensure performance of Olympic's obligations under this franchise. The bond shall be conditioned so that Olympic shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

Section 18. Modification. The City and Olympic hereby reserve the right to alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification.
Section 19. Forfeiture and Revocation. If Olympic willfully violates or fails to comply with any of the provisions of this franchise, or through willful or unreasonable negligence fails to heed or comply with any notice given Olympic under the provisions of this franchise, then Olympic shall, at the election of the Kent City Council, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the Council after a hearing held upon reasonable notice to Olympic. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Olympic to comply with the provisions of this Ordinance and to recover damages and costs incurred by the City by reason of Olympic’s failure to comply.

Section 20. Remedies to Enforce Compliance. In addition to any other remedy provided herein, the City reserves the right to pursue any remedy to compel or force Olympic and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture or revocation for breach of the conditions herein.

Section 21. Franchise Fee. In consideration of the benefits conferred under this franchise, Olympic shall pay an annual fee to the City in an amount equal to three dollars ($3.00) per lineal foot of franchise area, which fee shall be increased or decreased each year by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma area (CPI-W). The first installment of this fee shall be paid at the time of execution of this franchise ordinance, and each succeeding installment by March 1st, prior to the beginning of the next year.
of the franchise. Interest shall accrue on any late payment at the rate of twelve (12) per cent per annum.

Section 22. City Ordinances and Regulations. Nothing herein shall be deemed to direct 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 pipelines or pipeline facilities by Olympic, and Olympic shall promptly conform with all such regulations, unless compliance would cause Olympic to violate other requirements of law.

Section 23. Cost of Publication. The cost of the publication of this Ordinance shall be borne by Olympic.

Section 24. Acceptance. After the passage and approval of this Ordinance and within sixty days after such approval, this franchise shall be accepted by said Grantee by its filing with the City Clerk an unconditional written acceptance thereof. Failure of the Grantee to so accept this franchise within said period of time shall be deemed a rejection thereof by the Grantee, and the rights and privileges herein granted shall, after the expiration of the sixty day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 25. Survival. All of the provisions, conditions and requirements of Section 7, 14, and 16 of this franchise shall be in addition to any and all other obligations and liabilities Olympic may have to the City at common law, by statute, or by contract, and shall survive the City’s franchise to Olympic for
the use of the areas mentioned in Section 1 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 successors and assigns of Olympic and all privileges, as well as all obligations and liabilities of Olympic shall inure to its successors and assigns equally as if they were specifically mentioned wherever Olympic is named herein.

Section 26. Right-of-Entry. The City is hereby authorized but not required to enter the premises of Olympic Oil Company, at reasonable times, to inspect the premises to ascertain the accuracy of all representations and warranties, and compliance with all covenants in this franchise.

Section 27. 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. In the event that any of the provisions of this franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this franchise and may amend, repeal, add, replace or modify any other provision of this franchise, or may terminate this franchise.

Section 28. Assignment. Olympic may not assign this franchise without the written consent of the City Council of the City, which consent shall not be unreasonably withheld. If such consent is given for assignment of this franchise, acceptance of the assignment by Olympic’s successor shall be filed with the City Clerk.
Section 29. Notice. Any notice or information required or permitted to be given to the parties under this franchise agreement may be sent to the following addresses unless otherwise specified:

City of Kent
Director of Public Works
220 4th Ave. S.
Kent, WA 98032

Olympic Pipeline Company
Attn: W. A. Mulkey
P. O. Box 1800
Renton, WA 98057

Section 30. Effective Date. This Ordinance shall take effect on May 2, 1991 or thirty (30) days after its execution; having first been submitted to the Kent City Attorney; having been granted by the approving vote of at least a majority of the City Council at a regular meeting after introduction on March 19, 1991; and after having been published at least once in a newspaper of general circulation in the City of Kent.

DAN KELLEHER, MAYOR

ATTEST:

BRENDA JACOBER, ACTING CITY CLERK
APPROVED AS TO FORM:

ROGER LUBOVICH, CITY ATTORNEY

PASSED the 2 day of April, 1991.
APPROVED the 3 day of April, 1991.
PUBLISHED the 5 day of April, 1991.

I hereby certify that this is a true copy of Ordinance No. 2978, passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent as hereon indicated.

BRENDA JACOBER (SEAL)
BRENDA JACOBER, ACTING CITY CLERK
Certified Mail

City of Kent
Public Works/Utilities Department
220 - 4th Ave. So
Kent, Washington 98032-5895
Attn: Don E. Wickstrom, P.E.

April 16, 1991

Reference is made to Item 4A of that certain Ordinance No. 2978, passed by the City Council of Kent, April 2, 1991, granting to Olympic Pipe Line Company a pipe line franchise in and along certain named streets of the City of Kent.

Olympic Pipe Line Company hereby accepts said franchise Ordinance No. 2978 and agrees to comply with the terms and conditions thereof as set forth in said Ordinance.

Dated at Renton, Washington, this 16th day of April, 1991.

Attest: 

OLYMPIC PIPE LINE COMPANY

By

Regulatory Manager

By

Vice President

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF KING

On this 16th day of April, 1991, before me, the undersigned Notary Public, personally appeared Frank Hopf, Jr. and William A. Mulkey, to me known to be the Vice President and Regulatory Manager, respectively of Olympic Pipe Line Company, the corporation that executed the within and forgoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. WITNESS my hand and official seal affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing at Kent, WA.