AN ORDINANCE of the City of Kent, Washington, granting unto Soos Creek Water and Sewer District, its successors and assigns, the right, privilege, authority and franchise for twenty-five years, to construct, operate, maintain, repair and replace a sewer main and related facilities under, along, and/or across certain designated rights-of-way, utility easements and other public places of the City, all in order to allow a portion of the District's sewer system to discharge into a Metropolitan King County sewer system interceptor.

WHEREAS, both the City and the District are public agencies authorized by law to engage in furnishing sewer service, and to that end, the City may, through the City Council, grant franchises with respect to the rights, powers, duties and obligations of the parties regarding the use of public rights-of-way and other public property, the provision of services, the maintenance and operation of facilities, the performance of contractual obligations and any other matters arising out of the provision of sewer service by the District or the City, all pursuant to and in accordance with RCW Sections 39.34.080, 35.92.010, 35A.47.040 and 56.08.010;

WHEREAS, the City and the District, since approximately 1969, have shared a joint sewer gravity trunk line (the "Cascade Interceptor") that traverses from the District's current Lift Station No. 10, located near the intersection of 116th Ave. SE and SE 256th Street in the City of Kent, through a portion of the East Hill area of the City and finally terminating at the Metropolitan
King County Mill Creek sewer interceptor on Crow road in the City; and

WHEREAS, the City and the District have recently discovered that the Cascade Interceptor does not have the capacity to handle the combined sewage flows of both the District and the City; and

WHEREAS, the District has expressed its desire to construct a separate sewer main to handle the District's sewage flows that would lead from the District's Lift Station No. 10 and empty directly into the Metropolitan King County Mill Creek Interceptor; and

WHEREAS, the City and the District find it mutually advantageous that the District construct this separate sewer main; and

WHEREAS, in order to construct this separate sewer main, the District must obtain a franchise from the City to install, own, operate, maintain, repair, relocate and replace its proposed sewer main over certain City right-of-ways and utility easements, which are more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, for all the foregoing reasons, the City Council of the City of Kent finds it necessary and proper to grant this franchise to the District for the purposes described herein. NOW, THEREFORE:

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

Section 1. RECITALS INCORPORATED. The foregoing recitals are by this reference incorporated herein and made a part hereof.
Section 2. **FRANCHISE GRANTED.** The City of Kent, a Washington municipal corporation (the "City"), hereby grants to Soos Creek Water and Sewer District, a water and sewer district formed under Title 56 RCW (the "District"), subject to the terms and conditions set forth in this ordinance, a franchise for a period of twenty-five (25) years, commencing on the effective date of this franchise ordinance. This franchise shall grant to the District the right and privilege to install, operate, maintain, repair, relocate and replace a sewer main and related facilities in, along, through and under the right-of-ways, utility easements and other public ways within the City of Kent specifically described in Exhibit A, attached hereto and incorporated herein by this reference, in order to allow a portion of the District's sewer system to discharge into the Metropolitan King County Mill Creek sewage interceptor in the vicinity of Crow road in the City of Kent, and for that purpose to make any and all connections that may be necessary, convenient and/or proper.

Section 3. **AUTHORITY TO MANAGE, REGULATE AND CONTROL SEWER SYSTEM.** After the construction of its sewer main facility as contemplated under this franchise ordinance, the District shall have the sole responsibility to maintain, manage, conduct and operate its sewer main facility as installed within the area described in Exhibit A, together with any additions and betterments thereto. However, should the District design its sewer main facility so that it connects with the Cascade Interceptor or any other portion of the City sewer system before draining into a Metropolitan King County interceptor, the District shall, before connecting its newly constructed sewer main facility to the jointly shared system, enter into a separate interlocal agreement with the City that addresses, at a minimum, responsibility for maintenance, operation, replacement and relocation of those jointly shared sewer facilities together with the installation of separate metering
devices to measure the City's and the District's sewage flows before entering the jointly shared system.

Section 4. ABANDONMENT OF RIGHTS TO CASCADE INTERCEPTOR. In consideration of the City's grant of this franchise, the District shall abandon all interest it has or may have in the Cascade Interceptor at such time as the District begins operating the separate sewer main facility contemplated in this franchise ordinance. Accordingly, at that time, the City shall enjoy exclusive use of the Cascade Interceptor.

Section 5. NON-EXCLUSIVE GRANT. This grant or privilege is not exclusive. It shall not prohibit the City from entering into other agreements or franchises of a like nature or franchises for other public or private utilities, in, over, along, across, under and upon any of the right-of-ways, easements or public places described in Exhibit A.

Section 6. APPROVAL OF PLANS. Prior to any construction necessary to lay, maintain, operate, repair or replace any of the pipes, conduits, mains, facilities and appurtenances contemplated in this franchise ordinance, the District shall submit to the City's Public Works Director (hereinafter the "Director") accurate plans and specifications showing the exact location, character, position, dimension, depth and height of the work to be done. The plans and specifications shall also accurately show the existing right-of-way, easement or property lines and all improvements within the construction area including, without limitation, roadway pavement, shoulders, sidewalks, curbs, gutters, ditches, driveways, parking strips, telephone or electric distribution poles or conduits, and storm, gas, water or sewer lines.
In any construction proposed by the District, the exact class and type of materials to be used shall be shown on the plans and/or specifications, as will the equipment to be used and the mode of safeguarding and facilitating public traffic during construction. All materials and equipment used in construction shall conform exactly to the plans and specifications. The manner of excavation, construction installation, backfill, and temporary structures (such 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. Prior to approval of any work under this franchise, the Director may require modifications or changes, including restrictions on time for performance of the work, if he/she determines that modifications or changes are necessary to properly protect the public.

The District shall pay the City all amounts reasonably necessary to investigate and process any plans and/or specifications for construction work, to supervise the work, to secure proper field notes for location, to record those locations on the permanent records of the City Public Works Department, and to inspect or reinspect during the progress of any of the construction authorized by this franchise ordinance. The City shall make its best efforts to complete its obligations under this paragraph in a timely manner.

Section 7. PROTECTION OF PUBLIC. Whenever any incident associated with the District's installation, operation, maintenance, repair, replacement or relocation of the facilities authorized through this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of or otherwise endanger an adjoining street, an adjoining public place or City property, any adjacent street utilities or the public in general, the Director may direct the District, at its sole expense, to take actions to protect that adjoining street,
adjoining public place or City property, adjacent street utility(s) or to protect the public in general, and the Director may require compliance within a prescribed time.

If the District fails or refuses to promptly take the actions directed by the City within the prescribed time, or fails to fully comply with the Director's instructions, or if emergency conditions exist that require immediate action, the City may enter the property and take any actions necessary to protect or to maintain the lateral support of or otherwise protect the adjoining street, adjoining public place or City property, the adjacent street utility(s) or to protect the public in general. The City's action may include, without limitation, placing temporary shoring, backfilling, altering drainage patterns and/or any other actions reasonably necessary to protect persons or property, and the District shall be liable to the City for all costs incurred by the City.

Section 8. REPAIR OF STREETS, SIDEWALKS AND PUBLIC PLACES. After installation, maintenance, repair, replacement or relocation of the facilities authorized by this franchise ordinance, the District shall repair and restore any damaged or injured streets, avenues, highways or public places, or affected portions thereof, to their original condition. The Director shall have final approval of the condition of these streets and public places after completion of construction.

Section 9. INDEMNIFICATION. The District shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, actions, injuries, damages, losses or suits, including all legal costs, witness fees and attorney fees, arising out of or in connection with the performance of any of the District's rights or obligations.
granted by this franchise ordinance, but only to the extent of the negligence or comparative fault of the District, its employees, agents, contractors, subcontractors or assigns.

The District shall also defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, actions, injuries, damages, losses or suits, including all legal costs, witness fees and attorney fees, arising out of or in connection with the City's ownership or control of the rights-of-way or other public properties, whether by virtue of the District's exercise of the rights granted in this franchise ordinance or by virtue of the City's permitting authority over the District.

The City's inspection or acceptance of any of the District's work when completed shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE DISTRICT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

These indemnification obligations shall extend to any claim, action or suit that may be settled by compromise, provided that the District shall not be liable to indemnify the City for any settlement agreed upon without the consent of the District; however, if the District consents to the agreed upon settlement, then the District shall indemnify and hold the City harmless (as provided for in this Section 8) from and against loss or liability by reason of that settlement. Moreover, if the District refuses to defend the City, the District shall indemnify the City regardless of whether the settlement was made with or without the District's consent.
In the event that the District refuses to accept tender of defense in any claim, action or suit pursuant to this Section 8 and if the District'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, then the District shall pay all the City's costs for defense of the action, including all legal costs, witness fees and attorneys' fees and also including the City's costs (also including all legal costs, witness fees and attorneys' fees) for recovery under this indemnification clause.

Section 10. INSURANCE. The District shall procure and maintain for the duration of this franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the rights and obligations conferred through this franchise ordinance, specifically including, without limitation, activities and/or work performed by or on behalf of the District, its agents, representatives, employees, contractors or subcontractors.

Before beginning work on the project described in this Agreement, the District shall provide a Certificate of Insurance evidencing:

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 written on an occurrence basis with limits no less than $2,000,000 combined single limit per occurrence and $5,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage;
explosion, collapse and underground (XCU); and employer's liability.

3. **Environmental Impairment Insurance.** The District shall maintain continuously throughout the term of this franchise, at its own expense, an occurrence form Environmental Impairment insurance policy with endorsements to indemnify for the franchise operations, including pollution liability. The carrier shall be subject to the prior approval of the City. Minimum limits of coverage shall be $2,000,000 each occurrence.

Any payment of deductible or self-insured retention shall be the sole responsibility of the District.

The City, its officers, officials, employees, agents and volunteers shall be named as an additional insureds on the insurance policies, and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance.

Each 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 respects to the limits of the insurer's liability. The coverage shall contain no special limitations on the scope of protection afforded to the City.

The District's insurance shall be primary insurance as respects the City, and the City shall be given thirty (30) calendar days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage. Any failure to comply with the reporting provisions of the policies shall not affect the City's coverage.
Any insurance maintained by the City, its officials, officers, employees or agents shall be in excess of the District's insurance and shall not contribute with it.

Approval of required insurance is a condition precedent to the execution of this agreement, and maintaining the required insurance policies shall be an ongoing condition of the City's duty to perform its obligations established under this franchise ordinance.

Section 11. RELOCATION OF LINES AND FACILITIES. The District agrees and covenants to protect, support, temporarily disconnect, remove, replace or relocate from any street or public place, at its sole cost and expense, any of its installations within the franchise area when the City requires because of traffic conditions, public safety, dedications of new right-of-ways (and the establishment and improvement thereof), change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity. However, in all these cases, the District shall have the privilege to temporarily bypass the sewer main or portion thereof required to be temporarily disconnected, removed or otherwise affected, if the District first obtains the City's approval.

The City shall consult all as-built maps and plans filed by the District pursuant to this franchise and any permits issued in relation to this franchise, in order to determine whether the District has placed pipe or facilities in any area affected by a proposed City project. The City will use its best efforts to design or redesign streets, alleys, public places or ways and other City utilities to minimize their impact on the District's sewer system within the franchise area. HOWEVER, the City, and not the District, shall make the final determination on the need for relocation of the District's facilities.
Whenever the City determines that circumstances necessitate the relocation of the District's then existing facilities, the City shall notify the District in writing and shall provide the District with copies of pertinent portions of the plans and specifications for that project so that the District will be able to relocate its facilities to accommodate the City's project. The City shall provide notice to the District and require relocation of the facilities in a period of time that is reasonable given the circumstances surrounding the project, but in no event shall the City provide less than thirty (30) calendar days notice, except during emergencies.

The City understands that pursuant to RCW 56.08.070, the District is required to comply with certain notice and bid procedures prior to commencement of any construction project. Whenever practical, given the circumstances surrounding the City's project, the City shall provide the District with sufficient notice to enable the District to comply fully with its notice and bid procedures without resorting to any emergency powers that may be available to the District.

If the District fails to complete relocation of its installations and facilities as directed by the City, the City may remove and/or relocate same at the District's sole expense.

If, after reviewing the as-built maps and plans submitted by the District, the City determines that the District's pipe or facilities will not be affected by a proposed City project, no notice shall be given to the District. The City may then commence construction, and if the City finds that the District's as-built maps and plans are inaccurate through the actual discovery of pipe and/or facilities in the construction area, the City shall notify the District and allow the District twenty-four (24) hours to remove and/or relocate its pipe and facilities. HOWEVER, should the District be unable to remove and/or relocate its pipe and
facilities within this twenty-four (24) hour period after notification, the District shall be responsible for all costs, including Contractor delay damages, incurred by the City proximately resulting from the District's failure to relocate, whether or not those costs are directly attributable to the District's failure to act.

Section 12. ABANDONMENT OF LINES AND FACILITIES. No pipe, conduit, main, appurtenances, appendages or sewer system facilities may be abandoned by the District without the express written consent of the City. Abandonment procedures may be initiated only by application of the District to the City, which application shall detail, to the City's satisfaction, the location of all pipe or facilities to be abandoned, and the procedures the District intends to implement in order to comply with all local, state and federal regulations pertaining to abandonment of sewer pipe and facilities constructed of asbestos cement or other material containing asbestos. The District shall, at its own cost, remove and properly dispose of all abandoned pipes and sewer facilities when so directed by the City for the reasons and conditions set forth in paragraph one, Section 11, RELocation OF LINES AND FACILITIES, and for street vacations.

In the case of street vacations, the City shall retain and grant an easement to the District for any pipe and facilities then in use by the District. The City shall give notice to the District of any proposed project or street vacation requiring removal of abandoned pipe and facilities as set forth in Section 11. If the District does not comply within the time period set by the City, the City may arrange for the removal and proper disposal of all such pipes and facilities at the District's cost.
Section 13. EXCAVATION. During any period of installation, operation, maintenance, repair, replacement or relocation of the District's facilities and their appurtenances, the District shall interfere as little as possible with the free passage of traffic and the free use of adjoining property, and the District shall at all times post and maintain proper barricades during construction as required by state law or City ordinance.

Whenever the District shall excavate in any public right-of-way or other public property for the purpose of installation, maintenance, repair, replacement or relocation of its facilities and their appurtenances, it shall first apply to the City for a permit. In the event that emergency work is required, the District may request permits by telephone. The Director shall grant or deny emergency permit requests by telephone, but the District shall follow-up all telephone emergency permit requests with a written application within three (3) business days of the telephone notification to the Director. In all other cases, the City shall approve the District's applications for permits as soon as reasonably possible.

If either the City or the District shall at any time plan to make excavations in any portion of the franchise area and as described in this Section 13, the party planning such excavation shall afford the other, upon receipt of a written request, an opportunity to share such excavation, PROVIDED THAT: (1) the joint use shall not unreasonably delay the work of the party planning to excavate; (2) the joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny the request for safety reasons.

Prior to commencement of any construction authorized by this franchise ordinance, the Director shall reference all monuments and markers of every nature relating to subdivision plats, highways and all other surveys. The reference points shall be located so that
they will not be disturbed during the District'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 directed by the Director, but in any case as expeditiously as conditions permit. The costs of monuments or other markers lost, destroyed, or disturbed and the cost of replacement with approved monuments shall be borne by the District.

Section 14. COMPLIANCE WITH LAWS. The District, its contractors, subcontractors, employees, agents, assigns or any person acting on behalf of the District shall keep him/herself fully informed of all federal, state, and local laws, rules and regulations that in any manner affect the work or performance of the work authorized under this franchise ordinance. The District shall at all times observe and comply with these laws, rules and regulations, whether or not they are mentioned herein.

Section 15. CITY CONSTRUCTION ADJACENT TO DISTRICT INSTALLATION. The laying, construction, maintenance and operation of the District's sewer main facility authorized under this franchise ordinance shall not preclude the City or its accredited agents and contractors from blasting, grading or doing other necessary road work contiguous to the District's sewer main facility, provided that the District shall have forty-eight (48) hours notice of said blasting or excavation in order that the District may protect its property.

Section 16. MODIFICATION. Neither party may alter, amend or modify the terms and conditions of this franchise ordinance without
first obtaining the prior written approval of the Kent City Council and the District's Board of Commissioners.

Section 17. FORFEITURE AND REVOCATION. If the Kent City Council, after providing notice and a reasonable opportunity to be heard, determines that the District has willfully violated or failed to comply with any of the provisions of this franchise ordinance, or through willful or unreasonable negligence has failed to heed or comply with any notice given the District under the provisions of this franchise ordinance, then the Kent City Council shall have the right and authority to deem the District to have forfeited all rights conferred herein, and this franchise shall be revoked.

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 King County Superior Court to comply with the provisions of this franchise ordinance and to recover damages and costs incurred by the City by reason of the District's failure to comply.

Section 18. 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 the District to comply with the terms of this franchise ordinance, 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 19. NON-WAIVER OF BREACH. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this franchise ordinance, or to exercise
any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

Section 20. CITY ORDINANCES AND REGULATIONS. Nothing herein shall be deemed to direct or alter 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 the public safety, and/or 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 sewer facilities by the District, and the District shall promptly comply with those regulations, unless compliance would cause the District to violate other requirements of law.

Section 21. ASSIGNMENT. The District may not assign all or a part of the rights, duties and obligations under this Agreement without the prior, written consent of the City, which consent shall not be unreasonably withheld. If such consent is given for assignment, acceptance of the assignment shall be filed by the District's successor with the City.

Section 22. FRANCHISE BINDING ON ASSIGNS. All the provisions, conditions, regulations and requirements contained in this franchise ordinance shall be binding upon the successors and assigns of the District, and all privileges of the District shall inure to its successors and assigns equally as if they were specifically mentioned herein.
Section 23. NOTICE. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

THE CITY OF KENT
ATTN: Public Works Director
220 Fourth Avenue South
Kent, Washington 98032
(206) 859-3340
(206) 859-3559 (FAX)

SOOS CREEK WATER AND SEWER DISTRICT
ATTN: Operations Manager
P.O. Box 58039
Renton, Washington 98058
(206) 630-9900
(206) 630-5289 (FAX)

Section 24. COST OF PUBLICATION. The District shall bear the cost of publication of this franchise ordinance.

Section 25. RESOLUTION OF DISPUTES AND GOVERNING LAW. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this franchise ordinance, that claim or dispute shall be determined only by commencing an action under the jurisdiction and venue of the King County Superior Court, King County, Washington. This franchise agreement shall be governed by and construed in accordance with the laws of the State of Washington. Each party shall be solely responsible for its costs, expenses and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement, to the extent not inconsistent with "Section 9. INDEMNIFICATION".

Section 26. SURVIVAL. All of the provisions, conditions and requirements of "Section 7. PROTECTION OF PUBLIC"; "Section 9. INDEMNIFICATION"; "Section 11. RELOCATION OF LINES AND FACILITIES";
and "Section 12. ABANDONMENT OF LINES AND FACILITIES", shall survive the expiration or termination of this franchise ordinance.

Section 27. ACCEPTANCE. After the passage and approval of this franchise ordinance and within sixty calendar days after that approval, the District must formally accept this franchise ordinance by filing with the City Clerk an unconditional written acceptance. If the District fails to accept this franchise ordinance within this time period, this franchise ordinance shall be deemed rejected by the District, and the rights and privileges herein granted shall, after the expiration of this time period, absolutely cease, unless the time period is extended by ordinance duly passed for that purpose.

Section 28. SEVERABILITY. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstances shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances. In the event that this franchise ordinance or a portion thereof, is held to be invalid, the City reserves the right to reconsider the grant of this franchise and, with the approval of the District, may amend, repeal, add, replace or modify any other provision; alternatively, the City may terminate this franchise, with or without the District's approval.

Section 29. EFFECTIVE DATE. This franchise ordinance shall be: (1) submitted to the Kent City Attorney; (2) introduced at least once at a regular meeting of the Kent City Council; (3) published at least once in a newspaper of general circulation in the City of Kent; if granted by the approving vote of at least a
majority of the City Council, this franchise shall be effective thirty (30) days from the time of final passage by the Kent City Council.

ATTEST:

BRENDA JACOBER
BRENDA JACOBER, CITY CLERK

APPROVED AS TO FORM:

ROGER A. LUBOVICH, CITY ATTORNEY

PASSED the 19 day of July, 1994.
APPROVED the 20 day of July, 1994.
PUBLISHED the 17 day of July, 1994.

I hereby certify that this is a true and correct copy of Ordinance No. 2123, passed by the City Council of the City of Kent, Washington, and approved by the Mayor of the City of Kent hereon indicated.

BRENDA JACOBER
BRENDA JACOBER, CITY CLERK
FRANCHISE DESCRIPTION
SOOS CREEK SEWER AND WATER DISTRICT FORCE MAIN

BEGINNING AT THE INTERSECTION OF 116TH AVENUE SE AND SE 256TH STREET; THENCE SOUTH ALONG THE WESTERLY 30 FEET OF 116TH AVENUE SE TO A POINT THAT IS APPROXIMATELY 600 FEET SOUTH OF THE SOUTHERLY MARGIN OF KENT-KANGLEY ROAD (SR 516) AT APPROXIMATELY SE 265TH STREET;

THENCE WESTERLY ALONG THE NORTH LINE OF THE PLAT OF JULIE’S ADDITION TO A POINT ON 114TH AVENUE SE THAT IS APPROXIMATELY 950 FEET SOUTH OF THE SOUTHERLY MARGIN OF KENT-KANGLEY ROAD (SR 516) AND AT THE NORTHEAST CORNER OF THE PLAT OF OAKHILL;

THENCE CONTINUING WESTERLY AND NORTHWESTERLY TO A POINT ON 108TH AVENUE SE, SAID POINT BEING APPROXIMATELY 330 FEET NORTH OF THE NORTHERLY MARGIN OF SE 264TH STREET;

THENCE SOUTHERLY ALONG SAID 108TH AVENUE SE TO THE NORTHERLY MARGIN OF SE 264TH STREET;

THENCE WESTERLY APPROXIMATELY 1,300 FEET ALONG THE NORTHERLY 30 FEET OF SE 264TH STREET TO THE INTERSECTION OF 104TH AVENUE SE AND SE 264TH STREET WHICH IS THE TERMINUS OF THIS DESCRIPTION.

SAID FRANCHISE LIMITS ARE SHOWN ON THE ATTACHED DRAWING.
August 17, 1994

King County Records & Elections
Records Section
500A King County Administration Building
Seattle, Wa  98104

To Whom It May Concern:

Our Purchase Order No. 110708 was recently sent to you for recording City of Kent Ordinance Nos. 3173 and 3176. Unfortunately, copies of the ordinance were mailed with the purchase order rather than the originals.

Therefore, I need to re-record both ordinances. The original ordinances and Purchase Order No. 114302 are enclosed for that purpose.

Thank you.

Sincerely,

Brenda Jacober, CMC
City Clerk

BJ: encl.

P.S. In case you need to know, the others were recorded under numbers 9408040708 and 9408040733

new #’s  9409020480  9409020479