

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

9602290317

RECORDED

COUNTY COUNCIL
Snohomish County, Washington

96 FEB 29 AM 11:30

ORDINANCE NO. 95-055
GRANTING A UTILITY FRANCHISE TO
LAKE STEVENS SEWER DISTRICT

AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY _____

WHEREAS, Lake Stevens Sewer District, a public sewer utility, has made application to the County Council for a utility franchise to use the rights-of-way of certain county roads, as more particularly described below, for the purpose of constructing, installing and maintaining a wastewater collection system; and

WHEREAS, the County Council held a public hearing on August 2, 1995, to consider the application for the sewage utility franchise as required by Snohomish County Code 13.80.040; and

WHEREAS, the County Council considered the report of the Department of Public Works recommending that the franchise be granted; and,

WHEREAS, the County Council deems it to be in the public's best interest to grant the franchise applied for; and

WHEREAS, utility franchise agreements are "non-exclusive" per Snohomish County Code, Title 13, Chapter 13.80.060;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. Lake Stevens Sewer District, a public sewer utility, is granted a franchise as set forth below and in Exhibit "A" which is attached hereto and incorporated by reference as part of this ordinance as if set out in full, to construct, install and maintain sewer facilities on the rights-of-way of the county roads of Snohomish County, Washington, in the area described below:

Sections 1-2, 11-12, 13-14, 23-24, Township 29N, Range 5 East, W.M.
Sections 4-6, 7-9, 17--20, 25-26, 30, Township 29N, Range 5 East, W.M.

Section 2. Exercise of the franchise shall be subject to the terms and conditions stated in Exhibit "A" attached hereto and by its reference incorporated herein.

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

Section 3. The franchise is subject to the power of eminent domain and the right of the County Council or the people acting for themselves through the initiative or the referendum to repeal, amend, or modify the franchise in the interest of the public. In any proceeding under eminent domain, the franchise itself shall have no value.

Section 4. The terms of this franchise shall be for a period of twenty-five (25) years from the effective date of the franchise agreement.

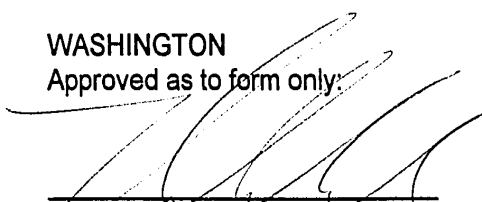
Section 5. The franchise is granted subject to the applicable provisions of the Snohomish County Code, including, but not limited to Chapter 13.80 as now written or as later amended, which shall apply in addition to the provisions of this ordinance and the terms and conditions in Exhibit "A" hereto.

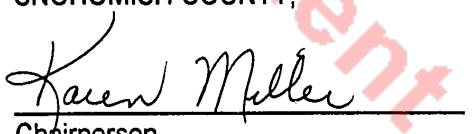
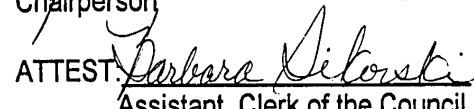
Section 6. The franchise granted herein shall be effective only upon filing with the Clerk of the Council a certification from the Department of Public Works that Lake Stevens Sewer District a) has paid to the Snohomish County Road Fund the actual cost of processing of its franchise application, which amount is estimated to be \$800; and b) has paid to the County General Fund those costs incurred by the County Council for advertising the Notice of Public Hearing in the amount of \$200.

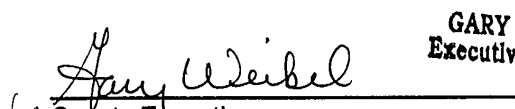
PASSED this 2nd day of August, 1995.

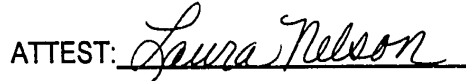
SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY,

WASHINGTON
Approved as to form only:


Deputy Prosecuting Attorney
Marya J. Silvernale
Date: 8-28-95


Chairperson
ATTEST: 
Assistant Clerk of the Council
DATE: 8/4/95


for County Executive
GARY WEIKEL
Executive Director

ATTEST: 
DATE: 8/4/95

- (X) APPROVED
- () VETOED
- () EMERGENCY

Ordinance No. 95-055
Utility Franchise Lake Stevens Sewer District
2 of 2

59

9602290317

VOL. 3130 PAGE 2189

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

UTILITY FRANCHISE COVER SHEET

SNOHOMISH COUNTY

WASHINGTON

Franchise No. 930

Applicant/Grantee: Lake Stevens Sewer District
9327 4th Street NE, Suite #8
Everett WA 98205

Type of Facilities: Gravity and pumped wastewater collection and
transmission system.

Description of County Roads by Reference to Section, Township and
Range:

(If space is not adequate, attach a separate sheet)

Wholly or partially sections: 2,1,6,5,4,11,12,7,8,9,14,13,18,17,
23,24,19,20,26,25,30 Township 29N,
Ranges 5E1M, 6E1M

Lake Stevens Sewer District
Applicant Name

Darwin C. Smith
Superintendent

Contact Person: Darwin C. Smith
Superintendent

Notice Address: Lake Stevens Sewer
District
9327 4th Street NE, Suite #8
Everett, WA 98205

Ordinance No: 95-055

Effective Date: Aug. 14, 1995

Expiration Date: Aug. 13, 2020

EXHIBIT "A"
SNOHOMISH COUNTY
TERMS AND CONDITIONS OF UTILITY FRANCHISE

INDEX OF TERMS AND
CONDITIONS OF UTILITY FRANCHISE

1. Scope and Duration
2. Definition of Terms
3. Permits, Plans and Specifications
4. Performance of Work
5. Aesthetic/Scenic Considerations
6. Maintenance of Utility Facilities
7. Hazardous Wastes, Substances
8. Relocation
9. Non-Exclusive/Other Occupants
10. Insurance and Security
11. Hold Harmless and Indemnity
12. Reservation of Police Power
13. Applicable Laws
14. Eminent Domain, Powers of the People
15. Annexation
16. Vacation
17. Termination
18. Assignment
19. Effective Date
20. Severability
21. Limitation of Liability
22. Hazardous Conditions
23. Notices
24. Governing Law and Stipulation of Venue

1. Scope and Duration

(Name of Grantee) Lake Stevens Sewer District _____, a (Type of Entity) Public Sewer Utility _____, its successors and assigns (hereinafter called "Grantee") are granted a franchise to enter upon and use the Snohomish County roads and rights-of-way stated in the ordinance granting a utility franchise for the construction, maintenance, and operation of its (type of utility facilities) sewerage _____ lines and facilities incidental to such lines for a period of twenty-five (25) years, all in accord with the ordinance granting this franchise, all applicable provisions of Title 13 Snohomish County Code (SCC), whether specifically referred to or not, this Exhibit A, Chapter 36.55 RCW, and Chapter 136-40 WAC. Provisions of Title 13 SCC shall control over inconsistent terms contained in Exhibit A. Provisions of Exhibit A not inconsistent with those in Title 13 SCC shall be cumulative to the requirements of Title 13 SCC.

2. Definition of Terms

BLANKET UTILITY PERMIT A single permit granted a franchised utility to cover a series of activities in rights-of-way

COUNTY Snohomish County

COUNTY COUNCIL Snohomish County Council

COUNTY ENGINEER Director of the Department of Public Works or his/her designee

DEPARTMENT Department of Public Works, Snohomish County

FRANCHISE Occupancy and use document required for occupancy of road rights-of-way in accordance with Chapters 36.55 and 80.32 RCW

GRANTEE The person named in any permit as permittee, and any successor to any rights or interests of a permittee under a permit or in property installed on the right-of-way pursuant to a permit. In the event of any transfer of any permit or any property installed on the right-of-way, all grantors and grantees shall remain permittees

MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) Latest edition of the MUTCD, Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration

DESIGN STANDARDS The design standards and specifications of the Department of Public Works

MAP OF DEFINITE LOCATION Construction plans - plans and specifications; design standards and specifications--SCC 13.01.030

PERMIT A document including any license, permit or franchise, authorizing specified use of county right-of-way and granted under the provisions of this franchise and Title 13 SCC

RESTORATION A general term denoting replacing, repairing or otherwise restoring the right-of-way to same or equal conditions as before any change or construction thereon

RIGHT-OF-WAY All property in which the County has any form of ownership or title and which is held for public road purposes, regardless of whether or not any road exists thereon or whether or not it is used, improved, or maintained for public travel

ROADWAY The portion of the right-of-way, within the outside limits of the side slopes or between curb lines, used for vehicular travel

STANDARDS AND SPECIFICATIONS

For road and bridge construction - the latest compilation of standard requirements for road and bridge construction issued by the Department of Public Works, including the latest edition of the WSDOT Design Standards and Specifications

STATE DIRECTOR OF TRANSPORTATION

The Director of the State of Washington Transportation and Highways Commission

TITLE 13 SCC

Title 13 of the Snohomish County Code as is now written and/or hereinafter amended

TRAFFIC CONTROL

A general term more definitively described in the MUTCD

3. Permits, Plans and Specifications

Prior to commencing any work, other than maintenance and repairs of existing facilities within any county road or right-of-way, Grantee shall apply for and receive a permit to do such work from Snohomish County pursuant to Title 13 SCC. Such application will include plans and specifications in duplicate showing: the position, depth and location of lines and facilities to be constructed at that time and their position in relation to any involved county road and within right-of-way. These plans, all drawn to scale, shall be known as the "map of definite location." Specifications will include class and type of materials and equipment to be used, manner of excavation, construction, installation and backfill; location of temporary and permanent structures to be erected; description of road facilities which will be disturbed and plans for their restoration; traffic controls; traffic turnouts and detours; road obstructions; and such other details as are required by the County Engineer. To the extent work is permitted under a blanket utility permit issued pursuant to Title 13 SCC, detailed plans and specifications stated above are not required. Grantee shall pay all costs and expenses incurred by the County in reviewing plans and specifications.

4. Performance of Work

- A. No work on any county road or right-of-way shall be commenced until a permit has been issued by the County and a set of plans and specifications reviewed and approved and endorsed by the County Engineer have been returned to Grantee.
- B. All work shall be performed in accordance with applicable plans and specifications and be subject to inspection and incremental approval by the County Engineer. Grantee shall pay all costs and expenses incurred by the County in inspecting and approving the work. Grantee shall remain solely responsible for compliance with all applicable laws, regulations, codes and standard plans and specifications in the design and construction of utility facilities.

- C. Lines and other facilities shall be laid in exact conformance with the map of definite location except where deviations are allowed in writing by the County Engineer pursuant to application by Grantee, in which case Grantee shall file a corrected map of definite location.
- D. Any work which disturbs any soil, surface or structure of any county road or right-of-way shall be controlled by WAC 136-40, applicable design standards and specifications of the County, and applicable provisions of Title 13 SCC. Grantee, at its expense, shall restore such surface or other facility or make other provisions therefore, all to the satisfaction of the County Engineer. The County Engineer may cause to be done, at the expense of Grantee, all work the County Engineer deems necessary to render any county road or right-of-way safe where a condition which is dangerous to life, health, or property is created by Grantee or where Grantee fails, upon demand by the County Engineer, to restore any facility of the county.
- E. All work shall be done in accordance with the current County standards in a thorough, professional and workmanlike manner with minimum interference in public use of the county road. Where any work includes opening of trenches and/or ditches and/or tunneling under a county road or right-of-way, Grantee shall take all precautions necessary to protect and guard the public from any condition caused by the work. Grantee shall conform to the Manual on Uniform Traffic Control Devices, including directing traffic, signs, and barricades. If any line, pole or other facility of Grantee is so located that, in the opinion of the County Engineer, any hazard to travel or the public is created, Grantee shall remove or relocate the line, pole or other facility at its expense upon request of the County Engineer. Grantee shall be liable for any damages, including any costs incurred by the County in remedying any failure to perform by Grantee, resulting from its failure to safely perform the work or failure to provide adequate traffic controls and protection to members of the public and their property.
- F. Before any work which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, or other surveys is performed under this franchise, Grantee shall reference all such monuments and markers. Reference points shall be so located that they will not be disturbed during Grantee's operations under this franchise. The method of referencing monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit and as directed by the County Engineer. The cost of monuments or markers lost, destroyed, or disturbed, and the expense of replacement of approved monuments shall be borne by Grantee. A complete set of reference notes for monument and other ties shall be filed with the Department. Grantee shall comply with Title 13 SCC.

- G. All work shall be performed by the Grantee in a manner to avoid or minimize impacts on wetlands contained within the County right-of-way. Wetland impacts may occur where work related to installation, maintenance and/or repair of the Grantee's facility occurs in the wetland, or near enough to decrease the wetland's functional values. If the Grantee is unable to perform its work without wetland impacts, then it shall be responsible to take measures to mitigate those wetland impacts. Those mitigation measures within the County right-of-way shall be in compliance with all applicable Federal, State and County laws and regulations and County policies.

5. Aesthetic/Scenic Considerations

- A. Utility installations shall be designed and constructed to minimize the adverse effect on existing roadside manmade or natural amenities. Special efforts shall be taken to minimize any potential negative impact on areas of scenic beauty (i.e., scenic strips, viewpoints, rest areas, recreation areas, public parks or historic sites, etc.).
- B. Overhead utility installations shall be permitted in areas of scenic beauty when other utility locations are not available, are not technically feasible, are unreasonably costly, or are less desirable from the standpoint of visual quality.
- C. If the utility intends to use chemical sprays to control or kill weeds and brush in scenic areas, prior approval must be granted by the County at least annually. The County may limit or restrict the types, amounts, and timing of applications if a significant negative impact on the aesthetics of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility right-of-way maintenance.
- D. Refuse and debris resulting from the installation or maintenance of the utility facilities shall be promptly removed once the work is completed.

6. Maintenance of Utility Facilities

The County will not assume responsibility for damage to the utility's property and various objects that are placed in county roads and rights-of-way. The Grantee will take necessary steps to maintain a clear area around all objects permitted and installed within county road right-of-way. A minimum of 5 feet of clearance will be maintained around each object so as to provide clear visibility for County operations and maintenance.

7. Hazardous Wastes, Substances

Grantee agrees that it will not cause nor permit in any manner, including accidental or non-negligent acts or omissions, release of any hazardous substance, waste, or pollutant or contaminant into or upon any county road or right-of-way contrary to any state or fed-

eral law with respect thereto. Grantee shall notify the Department and the State Department of Ecology in writing of any such release. Grantee shall be completely liable for any and all consequences of such a release, including liability under any federal or state statute or at common law. Grantee shall indemnify and hold the County harmless, as provided in paragraph 10, from any and all liability resulting from such a release and shall have full responsibility for completely cleaning up, as required by any government agency, any and all contamination from a release. The County shall be entitled to full contribution for all costs incurred by it as the result of any release of such materials by Grantee. Upon any release of a hazardous substance by Grantee, the County may give immediate notice of termination of this franchise, or enter the franchised premises and take whatever steps it deems appropriate to cure the consequences of any such release, all at the expense of the Grantee.

8. Relocation

- A. If any county road or right-of-way is constructed, improved, relocated, realigned or otherwise changed, including traffic controls, drainage and illumination, or if any part of such road or right-of-way becomes a state highway and relocation or readjustment is directed by the State Director of Transportation so as to reasonably necessitate removal, relocation and/or reconstruction of any facility of the Grantee on such road or right-of-way, upon notice of the County Engineer or the State Director of Transportation, Grantee, in a timely manner, at its sole expense, shall remove, relocate, reconstruct or otherwise adjust its facilities so as to conform to and permit such construction, improvement, relocation, realignment, or change by or on behalf of the County or State.
- B. The County Engineer shall have final approval of the removal or relocation schedule. Grantee shall be responsible for timely compliance with utility relocation and coordinate with the County or County's contractor.

In accordance with paragraph 10, Grantee shall hold harmless and indemnify the County against all claims, lawsuits, damages caused in whole or in part by the utility relocation work, including but not limited to, problems, accommodations and delays, including non-negligent acts or omissions of the Grantee, its agency or employees.

- C. The construction, operation, maintenance, and repair of Grantee's lines and facilities authorized by this franchise shall not preclude the County of Snohomish, its agents or its contractors from blasting, grading, excavating or doing necessary road work contiguous to the said lines and facilities of the Grantee, provided that the Grantee shall be given forty-eight (48) hours notice of said blasting or other work.

9. Non-Exclusive/Other Occupants

- A. This franchise is not exclusive. It shall not prohibit the

County from granting other franchises or permits for use of any county roads or rights-of-way or parts thereof. Subject to this franchise, Grantee shall not prevent or prohibit the County from constructing, altering, maintaining or using any of said roads or rights-of-way, or affect its jurisdiction over them or any part of them, the County having full power to make all necessary changes, relocations, repairs, maintenance, etc., of the same as the County may deem fit.

- B. All installation, operation, maintenance and repair by the Grantee on any county road or right-of-way shall be done so as not to interfere with installation, construction, operation, maintenance or repair of other utilities, drains, ditches, structures, or other improvements permitted upon such road or right-of-way. Owners, public or private, of any such facilities installed prior to construction and/or installation of lines and facilities of Grantee, shall have preference as to positioning and location of such facilities. Such preference shall continue if relocating is required as a result of any construction relocation, realignment, and/or change of grade by the County.

10. Insurance and Security

Prior to the effective date of this franchise and during its life, the franchisee shall obtain and maintain continuously liability insurance necessary to comply with the hold harmless agreement herein with limits of liability not less than:

\$1,000,000.00 per occurrence

The Director may further determine that Business Auto Liability Insurance may also be required.

Such insurance shall include Snohomish County, its officers, elected officials, agents, and employees as an additional insured and shall not be reduced or canceled without thirty days written prior notice to the county.

Such insurance, in its provision for additional insured, shall include a "Cross Liability Endorsement," "Severability of Interests," or "Separation of Insureds" provision indicating:

"The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects any claim, suit, or judgment made or brought by or for any other insured or by or for any employee of any other insured. The policy shall protect each insured in the same manner as though a separate policy had been issued to each except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named."

If the insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of the franchise, and the insurance policy shall state that the coverage is claims made, and state the retroactive date. The franchisee shall maintain coverage for the duration of the franchise and for the three years following the expiration of same. The franchisee

shall provide the County annually a signed renewal binder or other document as evidence of such insurance. It is further agreed that either the franchisee or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the franchisee.

Proof of all insurance shall be in the form of a full copy of the policy with all endorsements and exclusions attached thereto. All insurance documentation shall be submitted and reviewed by the County Executive prior to final execution of the franchise.

The County may require any additional bond, insurance, deposit or security as provided in Title 13 SCC. Acceptance by the County of any work performed by the Grantee at the time of completion shall not be a ground for avoidance of this covenant.

11. Hold Harmless and Indemnity

The Grantee shall assume the risk of, and be liable for, and pay all damage, loss, cost and expense of any party arising out of Grantee's use of the right-of-way, except that caused by negligence and/or willful misconduct solely of Snohomish County and its employees acting within the scope of their employment. The Grantee shall protect, hold harmless from and indemnify Snohomish County, its appointed and elected officials, agents, and employees, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party arising out of or suffered, directly or indirectly, by reason of or in connection with the use by Grantee of the right-of-way, or any action, error or omission of the Grantee, Grantee's employees, agents, or subcontractors, whether by negligence, including voluntary negligence, or otherwise in connection with the use of county right-of-way, except for those damages caused by the negligence or willful misconduct solely of the County, its appointed and elected officials, agents or employees.

Provided that, for only those provisions of this franchise which a court of competent jurisdiction determines are subject to RCW 4.24.115, then, in the event of damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the County, its appointed and elected officials, agents or employees, and the Grantee or the Grantee's agents or employees, the Grantee's liability to hold harmless and indemnify the County is enforceable only to the extent of the Grantee's negligence.

The Grantee's obligation shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss from any act, error or omission or from any breach of any common law, statutory or other delegated duty of the Grantee or his employees, agents or subcontractors.

In case suit or action is brought against the County of Snohomish for damages arising out of or by reason of the above-mentioned causes, the Grantee will, upon notice to him of the commencement of

said action, defend the same at its sole cost and expense, and in case judgment shall be rendered against the County of Snohomish in suit or action, the Grantee will fully satisfy said judgment within ninety (90) days after suit or action shall have finally been determined, if determined adversely to Snohomish County.

It is specifically and expressly understood that the hold harmless and indemnification provided in this franchise constitutes the Grantee's waiver of immunity under the State Industrial Insurance Law, Title 51 RCW, solely for the purpose of this hold harmless and indemnification and that this waiver has been mutually negotiated by the parties.

12. Reservation of Police Power

In granting this franchise, the County does not waive any of its police powers to regulate the use of County roads or rights-of-way in the interest of public health, safety, and the general welfare.

13. Applicable Laws

Grantee shall comply with all federal, state and local laws, rules and regulations applicable to any work, facility or operation of Grantee upon County roads or rights-of-way during the life of this franchise.

14. Eminent Domain, Powers of the People

This franchise is subject to the power of eminent domain and the right of the Council or the people acting for themselves through the initiative or referendum to repeal, amend, or modify the franchise in the interest of the public. In any proceeding under eminent domain, the franchise itself shall have no value.

15. Annexation

If any road or right-of-way covered by this franchise is incorporated into the limits of any city or town, this franchise shall terminate as to any road or right-of-way within the corporate limits of such city or town; but this franchise shall continue as to County roads and rights-of-way not incorporated into a city or town.

16. Vacation

If the County vacates all or a portion of any county road or right-of-way which is subject to this franchise, and said vacation is for the purpose of acquiring the fee or other property interest in said road or right-of-way for the use of the County in either its proprietary or governmental capacity, the County Council may, at its option and by giving thirty (30) days' written notice to the Grantee, terminate this franchise with reference to any County road or right-of-way so vacated, and the County shall not be liable for any damages or loss to the Grantee by reason of such termination.

Whenever a county road or right-of-way or any portion thereof is vacated upon a finding that is not useful and the public will be benefited by the vacation, the County may retain an easement in respect to the vacated land for the construction, repair and maintenance of public utilities and services which at the time of the vacation are specifically authorized under paragraph 3 or physically located on a portion of the land being vacated, but only in accordance with the provisions of RCW 36.87.140. It shall be the responsibility of the Grantee to request that the County Council specifically include a provision retaining an easement in respect to any proposed Council action on a particular vacation. The County shall not be liable for any damages or loss to the Grantee by reason of any such vacation.

17. Termination

- A. If Grantee defaults on any term or condition of this franchise, the County Council may terminate this franchise as provided in Title 13 SCC. Upon termination for any cause, all rights of Grantee hereunder shall cease.
- B. Upon compliance with Title 13 SCC, the County Council, at its option, may terminate this franchise, as to those roads and rights-of-way upon which Grantee has not constructed or placed any facility, within five years of the effective date of this franchise.
- C. In the event that the use of all or any part of the facility is discontinued for any reason, including, but not limited to, discontinuance, obsolescence or abandonment of the facility, or the abandonment, termination or expiration of this franchise, the Grantee is solely responsible for the removal and proper disposal of the abandoned/surplus facilities. The Grantee is not entitled to abandon any facilities in place without the County's prior express agreement and written consent. The Grantee shall restore the county roads and rights-of-way from which such facilities have been removed to the same or equal conditions as before.

18. Assignment

All terms and conditions of this franchise are burdens upon the successors and assigns of Grantee, and all privileges as well as all obligations and liabilities of the Grantee inure to its successors and assigns equally as if they were specifically mentioned wherever the Grantee is mentioned. Neither this franchise nor any interest therein shall be sold, transferred or assigned without the prior written consent of the County Council.

19. Effective Date

This franchise shall be effective thirty (30) days after approval by the County Council; PROVIDED, that Grantee, within such time, has signed a copy thereof and returned it to the County Council.

20. Severability.

If any provision of this franchise or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this franchise or its application to other persons or circumstances.

21. Limitation of Liability

Administration of this franchise shall not be construed to create the basis for any liability on the part of the County, its appointed and elected officials, and employees for any injury or damage from the failure of the Grantee to comply with the provisions of this franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the County; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this franchise by the County; or for the accuracy of plans submitted to the County.

22. Hazardous Conditions

Whenever the Director determines that any conditions or operations caused by any activity covered by this franchise have become a hazard to life and limb, endanger property or public resources, or adversely affect the safety, use, or stability of a public way or drainage channel; the Director shall notify the Grantee in writing of the property upon which the condition or operation is located, or other person or agent in control of said property, and direct them to repair or eliminate such condition or operation within the period specified therein so as to eliminate the hazard and be in conformance with the requirements of this franchise.

Should the Director have reasonable cause to believe that the situation is so adverse as to preclude written notice, he/she may take the measures necessary to eliminate the hazardous situation, provided that he/she shall first make a reasonable effort to notify the Grantee before acting. In such instance, the Grantee responsible for the creation of the situation shall be responsible for the payment of any reasonable costs incurred.

If costs are incurred and the hazardous situation has been created in conjunction with or as a result of an operation for which a bond has been posted pursuant to this title or any other County authority, the Director shall have the authority to forfeit the bond or other security to recover costs incurred.

23. Notices

Notices provided for in this Franchise shall be sent to the following addresses:

- 1) Department of Public Works
Snohomish County
2nd Floor Wall Street Building
Everett, WA 98201

2) Grantee
Lake Stevens Sewer District
9327 4th Street NE Suite #8
Everett WA 98205

The Grantee shall promptly notify the County of any change in notice address.

24. Governing Law and Stipulation of Venue

The Grantee hereby agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington. The parties hereby stipulate that this franchise shall be governed by the laws of the State of Washington and that any lawsuit regarding this contract must be brought in Snohomish County, Washington, or in the case of a federal action, in the United States District Court for the Western District of Washington at Seattle.

Approved:

SNOHOMISH COUNTY

Sal P. Bilobov
County Engineer

Loren Miller
Chairman of the County Council
Snohomish County, Washington

Dated this 9th day of
MAY, 1995

Dated this 9th day of
August, 1995

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

APPROVED AS TO FORM ONLY:

[Signature]
Deputy Prosecuting Attorney

DATE: 4-28-95

GARY WEIKEL
Executive Director

[Signature]
Snohomish County Executive

DATE: 8/2/95

[Signature]
Snohomish County Risk Management

DATE: 3/30/95

ACCEPTED: _____

(Official Title) _____

DATE: _____

APPROVED:

[Signature]
(Title) Pres

DATE: 9-11-95

ATTEST:

(Title) _____

DATE: _____

s:utility/NM/dlh/hd
Revised 4/92

Unofficial Document