

ORDINANCE NO. 152

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

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

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

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

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

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

1. **DEFINITIONS**

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

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

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

Utility. The term "Utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a franchise to maintain and operate similar facilities in, under, over, across, and along any of the City

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

Council. The term "Council" refers to the City of Shoreline Council, acting in its official capacity.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of lines, poles and other facilities in, under, over, across, and along any of the City property described in the legal description filed with the City Clerk and given Clerk's Receiving # 554.

2. DIRECTIONS TO CITY CLERK.

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

3. NON-EXCLUSIVE FRANCHISE

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

This franchise does not prevent or prohibit the City of Shoreline from constructing, altering, maintaining, or using any City Road Rights of Way covered by this franchise. The City of Shoreline retains full power to make all changes, relocations, repairs, maintenance, etc., as it may deem fit.

4. JURISDICTION

This franchise is intended to convey limited rights and interest only as to those roads and rights of way in which the City of Shoreline has an actual interest. It is not a warranty of title or of interest in City Road Rights of Way.

None of the rights granted to the Grantee shall affect the jurisdiction of the City of Shoreline over City Road Rights of Way or the City's power to perform work upon its roadways, rights of way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

5. REGULATION OF USE AND CONTROL

This franchise does not deprive the City of Shoreline of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the City Road Rights of Way covered by this franchise.

6. EMINENT DOMAIN

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

7. ENFORCEMENT

Failure of the City of Shoreline to enforce any provision of this agreement does not constitute a waiver of its right to enforce that provision or any other provision of this agreement.

8. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless the City of Shoreline as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the City of Shoreline, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this franchise. The Grantee's obligations under this section shall include:

- (a) Indemnification for such claims whether or not they arise from the sole negligence of either the City or the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.
- (b) The duty to promptly accept tender of defense and provide defense to the City at the Grantee's own expense.
- (c) Indemnification of claims made by the Grantee's own employees or agents.
- (d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the City to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this franchise agreement, the Grantee agrees to defend, hold harmless, and indemnify the City of Shoreline to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the City of Shoreline to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify, and hold harmless the City for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

9. VACATION

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

10. INSTALLATION, REPAIR, REMOVAL OR RELOCATION

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

11. REQUIREMENT OF CONSTRUCTION PERMITS

The Grantee, its successors or assigns, has the right, privilege and authority to enter the City Road Rights of Way for the purpose of operating, maintaining, repairing, or constructing its mains and service lines, and appurtenances, on the condition permits approved by the Planning and Development Services Department are obtained. Applications for work permits shall be presented to the Planning & Development Services Department, which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. Any work done, whether by Grantee, its contractors, or third parties will include necessary paving, patching, grading, and any other reasonably necessary repair or restoration to the City Road Rights of Way. All work shall be done to the satisfaction of the Director.

All permits shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties connecting to the Grantee's mains or appurtenances.

The Grantee shall post a bond to the City of Shoreline in the amount sufficient for any road repair or restoration. The amount of the bond shall be set by the Director and must be filed with the Planning and Development Services Department before a permit will be issued.

12. RESTORATION OF CITY ROAD RIGHTS OF WAY

After work on, under, or adjacent to City Road Rights of Way, the Grantee is responsible for and will leave all City Road Rights of Way in as good a condition as it was before any work was done. In the event that the Grantee, its contractors, or third parties working under permit should fail to restore City Road Rights of Way to the satisfaction of the Director, the City of Shoreline may make such repairs or restorations as are necessary to return the City Road Rights of Way to its pre-work condition. Under presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee will pay the bill within thirty (30) days. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of the City of Shoreline, then the Grantee shall pay all of the actual costs, including interest, disbursements, and attorney's fees incurred.

13. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this franchise, all work performed by the Grantee on City Road Rights of Way shall conform to the requirements of the current edition of the City Road Standards in force when the work is performed and all traffic control shall also conform to the current edition of the Manual of Uniform Traffic Control Devices in force when the work is performed.

14. BLASTING REQUIREMENTS

The right to operate, maintain, repair, and construct Grantee's mains and service lines and appurtenances granted by this franchise, does not preclude the City of Shoreline, its agents or contractors from blasting, grading, or doing other road work contiguous to the Grantee's mains and service lines, and appurtenances. When practical, the Grantee will be given forty-eight (48) hours notice of any blasting or excavating so that the Grantee may protect its mains and service lines, and appurtenances.

15. SURVEY MARKERS AND MONUMENTS

Before any work is performed under this franchise, the Grantee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights of way, and all other surveys. The reference points shall be located so that they will not be disturbed during any of Grantee's operations under this franchise. The method of referencing monuments or other markers or points shall be approved by the Director before placement. The replacement of all markers or monuments disturbed during any construction of the Grantee shall be made as promptly

as conditions permit and as ordered by the Director. The cost of monuments or markers lost, destroyed, or disturbed and the expense of replacement with approved markers or monuments shall be borne by the Grantee.

16. ASSIGNMENT

The Grantee shall not have the right to assign this franchise without consent of the City Council given by Motion. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise, as well as surety bonds which the Council deems necessary to be posted are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the franchise.

17. MODIFICATIONS AND/OR REVOCATION

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

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

18. EXPIRATION AND RENEWAL

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

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

Grantee shall be liable for the costs incurred in any removal of its mains and service lines, and appurtenances under this section. Costs include the expense of labor and equipment, provided that any removal is effected within two (2) years from the expiration date of this franchise.

Upon expiration of this franchise, the grantee shall continue to be responsible for the operation and maintenance of existing facilities in the City Road Rights of Way but shall not have the right to provide additional services.

19. COMPLIANCE WITH LAWS

Grantee shall conform to state and local environmental regulations including but not limited to the State Environmental Policy Act and the City of Shoreline's environmental standards and ordinances.

20. NON-DISCRIMINATION CLAUSE

In all hiring or employment made possible or resulting from this Franchise Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspensions in whole or in part, of the agreement by the City and may result in ineligibility for further City agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that the City of Shoreline has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

21. PENALTY FOR VIOLATION OF CONDITIONS

If the Grantee shall violate or fail to comply with any of the terms, conditions or responsibilities of this franchise through neglect or failure to obey or comply with any notice given the Grantee under the provisions of this franchise, the City may revoke, amend, alter, change or supplement this franchise. The Council shall give thirty (30) days written notice to the Grantee of its intention to do so, during which period the Grantee shall have the opportunity to remedy the failure to comply.

22. RATES

The Grantee agrees that it shall be subject to all authority now or later possessed by the City or any other governing body having competent jurisdiction to fix just, reasonable, and compensatory rates for services under this franchise.

23. RIGHT OF APPEAL

Decisions, requirements, or approvals of the Director are binding on the parties to this document. Appeals from the Director's determinations will be made by filing a complaint with the King County Superior Court.

24. SEVERANCE

This agreement gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any provision of this franchise, or its application is determined to be invalid by a court of law, then the remaining provisions of this franchise shall continue and remain valid unless the dominant purpose of the franchise would be prevented or the public interest is no longer served.

25. INCORPORATION BY REFERENCE.

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

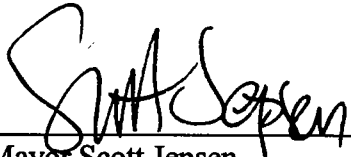
26. TERM.

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

27. EFFECTIVE DATE.

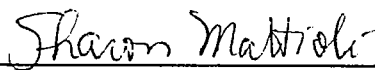
This ordinance shall take effect and be in full force five (5) days after the date of publication. The City Clerk is hereby directed to publish this ordinance in full.

PASSED BY THE CITY COUNCIL ON FEBRUARY 23 1998.



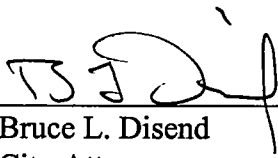
Mayor Scott Jepsen

ATTEST:



Sharon Mattioli, CMC
City Clerk

APPROVED AS TO FORM:



Bruce L. Disend
City Attorney

Date of Publication: March 3, 1998
Effective Date: March 8, 1998

DESCRIPTION OF THE BOUNDARY OF THE
SHORELINE WASTEWATER MANAGEMENT DISTRICT
(Ordinance No. 152)

Clerk's Receiving
No. 554
Date 2/24/98
R.A. Rose
Ord. 152

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Page 2

Thence Westerly along said Easterly extension and along the North line of said Lot 13 to the Northwest corner thereof;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence Northerly along the East line of said plat of Lane Addition to the Northeast corner of Lot 6 of said plat;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence Southerly along said East margin to its intersection with the Northerly margin of N.E. Perkins Way;

Exhibit A - Page 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence Northerly along the West line of Lots 10, 9, 8 and 7 inclusive, of said Block 15, to the Northwest corner of said Lot 7;

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Thence Westerly along the Westerly extension of the North line of said Lot 7 to the East line of Lot 13 of said Block 15;

Thence Southerly along said East line to the Northerly margin of N.E. 182nd Street;

Thence Northwesterly along said Northerly margin to its intersection with the West line of the East 30 feet of Lot 14, Block 15 of said Addition;

Thence Northerly along said West line of the East 30 feet of Lot 14 a distance of 150 feet;

Thence Westerly along a line perpendicular with said West line of the East 30 feet of Lot 14 to the East line of Lot 16, Block 15, said plat of Lake Forest Park 2nd Addition;

Thence Northerly along said East line of Lot 16 a distance of 50.49 feet;

Thence Westerly along a line perpendicular to said East line of Lot 16 to the East line of Lot 18, said Block 15;

Thence Northerly along said East line to the Northeast corner of said Lot 18, Block 15;

Thence Westerly along the North line of said Lot 18 to the Northwest corner thereof;

Thence Southerly along the West line of said Lot 18, Block 15, to the Northerly margin of N.E. 182nd Street;

Thence Northwesterly along said Northerly margin to its intersection with the Southwesterly margin of 30th Avenue N.E.;

Thence Northwesterly along said Southwesterly margin to its intersection with the Northwesterly line of Lot 1, Block 16, of said plat of Lake Forest Park 2nd Addition;

Thence Southwesterly along said Northwesterly line of Lot 1 a distance of 145 feet;

Thence Northwesterly along a line parallel with and 145 feet Southwesterly of the Southwesterly margin of 30th Avenue N.E. to the Northwesterly line of Lot 2 of said Block 16;

Thence Southwesterly along the Northwesterly line of said Lot 2, to the Northwesterly corner thereof;

Thence Southeasterly along the Southwesterly line of Lot 2 and Lot 1, Block 16, of said plat of Lake Forest Part 2nd Addition to the Northerly margin of N.E. 182nd Street;

Thence Southwesterly along a straight line to the Northwesterly corner of Lot 3, Block 19, of said plat of Lake Forest Park 2nd Addition, said Northwesterly corner being on the Northeasterly margin of 29th Avenue N.E.

Thence Southeasterly along said Northeasterly margin and its southeasterly extension, to an intersection with the Southerly margin of N.E. 178th Street;

Thence Westerly along said Southerly margin and its Westerly extension to its intersection with the centerline of 25th Avenue N.E.;

Thence Southeasterly and Southerly along the centerline of said 25th Avenue N.E. to its intersection with the Easterly extension of the South line of Lots 1, 2, 3, 4 and 6, Block 5, plat of Monte Vista No. 2, according to the plat thereof as recorded in Volume 29 of Plats, Page 45, Records of King County, Washington;

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Thence Westerly along said Easterly extension and along the South line of said Lots 1, 2, 3, 4 and 6, Block 5, of said plat and its Westerly extension to the centerline of 22nd Avenue N.E.;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Thence Northerly across N.E. 175th Street to the most Southerly corner of Lot 23, Block 28, said Addition;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence Northerly along said centerline a distance of 370 feet;

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

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

Thence Easterly along said South margin to the West margin of 1st Avenue N.E.;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence Northerly along the West line of said Lot 20, Block 2 to its intersection with the Easterly extension of the North line of Lot 2, Block 3, said plat of Glenwood Home Tracts;

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Thence Westerly along said Easterly extension and along the North line of said Lot 2, Block 3, and along its Westerly extension to a point 7 feet West of the Northwest corner of said Lot 2, Block 3;

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence Southerly in a straight line along the Southerly extension of the aforementioned East margin of Stone Avenue to its intersection with the South line of the plat of Parkwood, as recorded in Volume 44 of Plats, Page 47, Records of King County, Washington, said South line

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of plat also being the North line of the South 15 feet of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 26 North, Range 4 East, W.M.;

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

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

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

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

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

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

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

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

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

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

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

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

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

Thence Westerly along the South line of said Section 12, which is also the South line of said Reserve "O" of Innis Arden No. 3, to the Southwest corner of said Section 12, said corner also being the Southeast corner of Section 11, Township 26 North, Range 3 East, W.M.;

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Thence Westerly along the South line of said Section 11 to its intersection with the East margin of the Burlington Northern Railroad right-of-way;

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

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

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

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

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

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

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

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

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

Thence Easterly along the North line of said Section 2 to the Northeast corner of said Section, said corner also being the Northwest corner of Section 1, Township 26 North, Range 3 East, W.M., and the Point of Beginning.