

## CITY OF BELLEVUE, WASHINGTON

## RESOLUTION NO. 1082

A RESOLUTION granting to Olympic Pipe Line Company a franchise to use and occupy portions of certain named streets of the City of Bellevue for the construction, maintenance, removal and operation of one or more pipe lines for the transportation of oil and any product or by-product thereof.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. That there be and is hereby granted to Olympic Pipe Line Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware and authorized to transact business within the State of Washington, its successors, grantees and assigns, for a period of 50 years from the taking effect of this Resolution, the right, privilege, authority and franchise to lay down, construct, operate, maintain, alter, remove, replace and repair one or more pipe lines, together with all equipment and appurtenances as may be necessary or convenient in connection therewith for the transportation, storage and handling of oil and any product or by-product thereof, in, along, over, through, across and under the following-named roads and streets of the City of Bellevue and as per Grantee's pipe line route Map, Drawing No. S-100, Sheet 40, to-wit:

<u>Street</u>	<u>Distance</u>	<u>Location</u>
Across 16th St. N.E.	60'	1418' West of centerline 140t Ave. N.E.
Across Bellevue-Redmond Rd.	60'	1507' West of centerline 140t Ave. N.E. (measured along Bellevue-Redmond Rd.)
Across 12th St. N.E.	60'	1418' West of centerline 140t Ave. N.E.

Section 2. This Franchise is granted upon the express condition that it shall not be deemed or held to be an exclusive Franchise and shall not in any manner prevent the City of Bellevue from granting other or further Franchises in, along, over, through, across or under any of said roads and streets, and in no wise shall prevent or prohibit the City of Bellevue from using any of said roads and streets, or effect its jurisdiction over them or any part of them, with full power to make all necessary changes, relocations, repairs, maintenance etc., of same as they may deem fit.

Section 3. This Resolution shall be void if the Grantee shall not within forty (40) days from the adoption of this Resolution file its acceptance of the same with the Clerk of the City of Bellevue.

Section 4. All construction and installation work where crossing roads, streets or alleys within the corporate limits of the City of Bellevue, shall be under the supervision and pass the inspection of the City Engineer.

Section 5. The grantee, its successors or assigns shall commence construction work under this franchise within one (1) year from and after the date of passage thereof; if, at the end of five (5) years from and after the granting of this franchise, the grantee, its successors or assigns, shall not have laid, constructed and have in operation upon any of the roads and streets herein designated, then in that event the rights hereby conferred upon the grantee shall cease and terminate so far as unoccupied roads and streets are concerned.

Section 6. All surface structures shall be erected and maintained at such places and positions upon said roads and streets as to interfere as little as practicable with the free passage of traffic and the free use of adjoining property, and all pipe lines in, along, through or across said roads and streets shall be located, buried and installed in accordance with the laws of the State of Washington, and the Municipal Code of the City of Bellevue, Chapter 10.32, as amended, now or hereafter in force, regulating such installation.

Section 7. The grantee, its successors and assigns do hereby agree to repair any damage to City roads over which it holds a franchise, and all other City improvements caused by the failure of grantee's work during the life of this franchise and should it be necessary to make any excavation in any road or street in the laying, constructing, maintaining, altering, removing, replacing or repairing of any such pipe line or structure, grantee, its successors and assigns, shall without delay and at grantee's expense restore the surface of said road or street as nearly as practicable to the same condition it was in before doing such work.

Section 8. Should the grade of a road or street in which Grantee's installations may be constructed and maintained, be altered or changed by Ordinance of the City Council, the Grantee, upon written notice by the City, its representatives or agents, shall within a reasonable time raise, lower, change or reconstruct its installations located thereunder to conform to any such change in grade without cost or expense to the City.

Section 9. The Grantee, its successors and assigns, shall indemnify, and hold harmless the City of Bellevue from and against any and all liability, loss, cost, damage or expense which may accrue to the City by reason of the construction, operation and maintenance of the facilities of the Grantee, its successors and assigns, provided, however, that in case any suit or action is instituted against the City by reason of any such damage or injury, the City shall cause written notice thereof to be given said Grantee and the said Grantee shall have the right to defend any such suit or action.

Section 10. For the purpose of compelling compliance by the Grantee with the terms of this Franchise and the maintenance of said pipe lines and facilities in good condition, a failure to comply with any of the provisions or conditions herein within sixty days after notice to do so, served by order of the City upon the Grantee, shall authorize the City to declare by Resolution an immediate forfeiture of the Franchise and the City may in such case declare such forfeiture in the manner provided by law.

Section 11. The City of Bellevue reserves unto itself the power and right at all times to reasonably regulate in the public interest, the exercise of all Franchise rights granted herein.

Section 12. The privilege of laying, constructing, maintaining and operating by Grantee the system of pipe lines and facilities granted under this Franchise, shall not preclude the City of Bellevue, its accredited agents or its contractors, from blasting, grading, excavating or doing other necessary road work contiguous to the said Grantee's pipe lines or facilities, provided that the Grantee shall have forty-eight (48) hours written notice, of said blasting, grading, or excavating in order that said Grantee may protect said pipe lines and facilities.

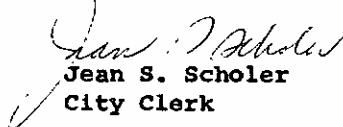
Section 13. Whenever the word "Grantee" is used herein it shall be construed to mean Olympic Pipe Line Company, its successors, grantees or assigns, and all the privileges herein accorded to and obligations and restrictions herein imposed upon Grantee shall be construed to extend to its successors, grantees and assigns as fully and to the same effect as though the words "successors, grantees and assigns" were each time herein repeated fully after the word "Grantee."

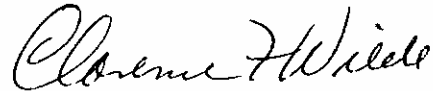
First introduced the 18<sup>th</sup> day of August, 1964, and passed by the affirmative vote of five (5) members of the City Council this 1st day of September, 1964, and signed in authentication of its passage this 1st day of September, 1964.

(SEAL)

Clarence F. Wilde  
Mayor

Attest:

  
Jean S. Scholer  
City Clerk



FILED NO. 00347  
CITY OF BELLEVUE  
DATE Sept 2, 1964  
CITY CLERK Jean S. Scholer