



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ADAMS COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF )	
THE CITY OF OTHELLO, A MUNICIPAL )	
CORPORATION, FOR FRANCHISE FOR THE )	
PURPOSE OF BUILDING, MAINTAINING )	No. 2007-01
AND OPERATING A SEWER EFFLUENT )	
LINE ALONG AND ACROSS CERTAIN ROADS )	FRANCHISE
IN THE COUNTY OF ADAMS, STATE OF )	
WASHINGTON. )	

ORDER granting to the City of Othello, a municipal corporation, a franchise to use the county roads of Adams County for sewer lines, ditches and appurtenances thereto.

WHEREAS, the City of Othello, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as the "Grantee", has heretofore filed with the Board of County Commissioners of the County of Adams, State of Washington, hereafter referred to as the "Commissioners", its written application for a franchise to locate, construct, operate and maintain upon the county roads of said county its sewer effluent lines and ditches and other works appurtenant thereto, and,

WHEREAS, upon the filing of said application the commissioners duly fixed time and place for hearing the said application and due and timely notice of said hearing was given by posting and publication within the said county in the manner and for the period prescribed by law, and hearing on said application having been held in accordance with such notice and in the manner prescribed by law, testimony having been taken respecting said application, and the commissioners being fully advised in the premises and having determined that it is in the public interest to grant



said franchise in the manner herein set forth,

NOW, THEREFORE, IT IS ORDERED by the Board of County Commissioners of the County of Adams, State of Washington, that there be and there is hereby granted to the City of Othello, a municipal corporation, and its assigns, the franchise and right to use the right of way to locate, construct, operate and maintain its sewer effluent line and ditch, together with appurtenances thereto, on, along, across, under and over the county roads of Adams County, State of Washington, as hereinafter set forth, for a term of twenty (20) years from the acceptance hereof, and subject to the terms and conditions herein set forth.

1. The grantee shall have the right and privilege of using the right of way for locating, constructing, operating and maintaining said sewer effluent lines and ditches and appurtenances, subject to the provisions and limitations hereinafter set forth, on, along, across, over and under the following unnamed county road:

County road, unnamed, beginning at the intersection of the North line of Section Four, Township Fifteen North, Range Twenty Nine East, W.M. and the West City limit line of the City of Othello, Adams County, Washington, thence West along said North line of said Section Four, and continuing West along the North line of Section Five, Township Fifteen North, Range Twenty Nine East, W.M. to an intersection with the West line of said Section Five.

2. Prior to commencement of construction of said pipe line and ditches or appurtenances, grantee has file with the Commissioners under the predecessor franchise a map fixing the definite line of location thereof, herein referred to as the "map of definite location", and has obtained approval thereof from the commissioners. The pipe lines and appurtenant works were laid in exact conformity with said map of definite location except in instances in which thereafter permission was given by the Commissioners in writing pursuant to application by grantee.



3. The work of construction or repair on county roads shall be subject to the approval, direction and inspection of the Commissioners, and grantee shall, before undertaking any work, secure such permits as they may require regarding depth or position of pipe lines with reference to grade or surface, class or type of material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, road obstructions and the like. Grantee shall pay all costs of and expenses incurred in the examination, inspection and supervision of such work on account of the granting of said permits.

4. After any construction authorized pursuant to the terms hereof or any repair work thereafter, grantee shall leave all county roads and right-of-ways in as good and safe a condition in all respects as before the commencement of such work by grantee, its agents or contractors. In the event any damage is done to said county road by grantee, grantee agrees immediately to repair said damage at its own cost and expense. The Commissioners may at any time do, order and have done any work considered necessary to restore to a safe condition any county road or right-of-way left by the grantee in a condition dangerous to life or property, and the grantee upon demand shall pay to the County all costs of such construction or repair.

5. The effluent pipe lines, appurtenances and facilities of the grantee hereunder shall be removed at its expense in the event of abandonment by grantee, or to another location on such county road in the event any of them are to be constructed, altered or improved or may become a primary or secondary state highway and such removal is reasonably necessary for the construction, alteration or improvement thereof.

6. The grantee, its successors and assigns shall indemnify the County of Adams and save it harmless from any and all legal liability for loss, damage or liability by reason of injury or damage to the person or property of another caused by or resulting from fault on the part of grantee

in the construction, maintenance or operation of said effluent line and appurtenances; provided however, that in the event of any suit or action brought against the County based on or growing out of any such injury or damage to the person or property of another, the Commissioners shall give written notice of such suit or action to the grantee a reasonable time before the expiration of the time to appear and answer in such suit or action, and the grantee shall defend the same at its cost and expense by counsel of its own selection. If final judgment shall be rendered or given against said County in any such suit or action, the same shall be paid and satisfied in full by the grantee, its successors or assigns.

7. The grantee, prior to commencement of any construction hereunder, shall furnish and keep in effect during the period of construction bond in such reasonable amount as may be required by the Commissioners, conditioned that the grantee shall faithfully and fully comply with all the terms and provisions of the franchise.

8. The map of definite location was filed with the Commissioners and the work of laying or digging such effluent lines or ditches was commenced not later than three years from the acceptance of this franchise's predecessor.

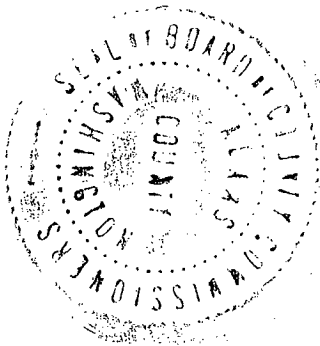
9. The franchise shall become effective when it has been accepted in writing by the grantee. To make the franchise effective grantee shall accept it within thirty (30) days from the date of its signature by the Commissioners.

10. This franchise shall automatically extend upon the same terms and conditions as contained herein for a period of five (5) years unless either party shall give notice more than one year in advance of the expiration of this franchise of intent not to renew this franchise.



IN WITNESS WHEREOF, the undersigned, as the Board of County Commissioners of Adams County, Washington, have hereunto subscribed their names, at a regular session of said Board, at the office thereof, in the City of Ritzville, Adams County, Washington, this 17<sup>th</sup> day of December, 2007.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, WASHINGTON



*Roger L. Hartwig*  
Roger L. Hartwig, Chairman

*Jeffrey W. Stevens*  
Jeffrey W. Stevens, Vice-Chairman

*Rudy Plager*  
Rudy Plager, Commissioner

ATTEST:

*Linda Reimer*  
Linda Reimer, MMC  
Clerk of the Board