

CITY OF ARLINGTON
STATE OF WASHINGTON

September 26, 1973

Department of Highways
District Number One
6431 Corson Avenue South
Seattle, Washington 98108

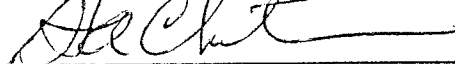
Attention: Mr. John Berkowitz, Utilities Engineer

Gentlemen:

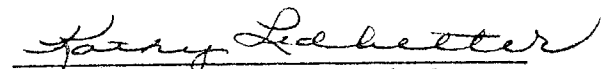
The Undersigned acknowledges receipt on September 24, 1973, of Franchise No. 5576 granted and executed by the Chairman of the State Highway Commission of the State of Washington; and the undersigned accepts the same, subject to the terms thereof.

Dated at Arlington, Washington, this 26th day of September, 1973.

City of Arlington



H.A. Christianson, Mayor




Kathy Ledbetter, City Clerk

Date

9/28/73

RECEIPT OF ACCEPTANCE

By



John Berkowitz, Utilities Engineer

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

FRANCHISE

DISTRICT NO. 1

FRANCHISE NO. 5576

The application of City of Arlington
for a franchise to construct, operate and maintain 15" sanitary sewer line
on a portion of State Route No. 9, in Snohomish
County, Washington, having come regularly on for hearing on the 17th day of SEPTEMBER,
1973, before the Washington State Highway Commission, hereinafter referred to as the "Commission",
under the provisions of Chapter 47.44 RCW as amended, and it appearing that notice of said hearing
as required by law has been duly given, and that it is for the public interest to grant said application, it is

ORDERED that a franchise be granted to City of Arlington
hereinafter referred to as the "Holder", to construct,
operate and maintain a 15" sanitary sewer line

on the following described portion of State Route No. 9, in Snohomish County,
Washington, for a period of twenty-five (25) years from the date of entry of this order, subject to
the terms and conditions stated upon the reverse side hereof and special provisions attached hereto:

Also attached and by this reference made a part of this franchise are: R/W plans entitled,
"SR 9, Arlington Vicinity," sheet 1 of 1 and Special Provisions sheets 1 and 2.

Beginning at a point on the east side of SR 9, said point being approximately twenty five feet
(25') south of the centerline of Haller Road opposite approximate Highway Engineer Station
998+50 in Lot 13 of Section 2; thence northerly along the easterly side of SR 2 to a
point approximately seven hundred feet (700') north of the centerline of Haller Road where
the sewer crosses the centerline of SR 9 and continues northerly along westerly side of
SR 9 to its outfall opposite approximate Highway Engineer Station 1007+38, in Lot 7 of
Section 2, all in T31N, R5E, W.M. Snohomish County Washington.

No work shall be done under this franchise until the party or parties to whom it is granted shall
have communicated with and received instructions from Mr. John Berkowitz, Dist. Utility Engr.,
6431 Corson Avenue South - Seattle, Washington 98108. (764-4035)

Dated at Olympia, Washington, this 17th day of September, 1973.

APPROVED AS TO FORM:

William E. H. [Signature]
Assistant Attorney General

WASHINGTON STATE HIGHWAY COMMISSION

By [Signature]
Chairman

GENERAL PROVISIONS APPLICABLE TO ALL FRANCHISES

1. This franchise is subject to Chapter 47.44 RCW and amendments thereto. This franchise is also subject to all applicable provisions of Resolution No. 2224 passed by the Commission on June 15, 1970, except that any provision herein not consistent with said resolution shall be controlling.

2. Whenever necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said highway as determined by the Commission, or in the event that the lands upon which said highway is presently located shall become a new highway or part of a limited access highway, or if the Commission shall determine that the removal of any or all facilities from the said lands is necessary, incidental, or convenient to the construction, repair, improvement, alteration or relocation of any public road or street, this franchise may be cancelled (in whole or in part) upon notice by the Commission, and any or all of such facilities shall be relocated or removed from said highway as may be required by the Commission.

3. Upon failure, neglect or refusal of the Holder to immediately do and perform any change, removal, relaying or relocating of any facilities, or any repairs or reconstruction of said highway herein required of the Holder, the State may undertake and perform such requirement and the cost and expense thereof shall be immediately repaid to the State by the Holder.

4. The granting of this franchise shall place no obligation upon the Commission or the State of Washington to warrant or defend any rights hereby granted. The Holder shall save and keep the State of Washington harmless from any and all damages, claims or injuries that may occur by reason of the construction, maintenance and operation of any facilities of the Holder.

5. Any breach of any of the conditions and requirements herein made, or failure on the part of the Holder of this franchise to proceed with due diligence and in good faith after its acceptance, with construction work hereunder, shall subject this franchise to cancellation after a hearing before the Commission, of which said hearing the Holder shall be given at least ten days written notice, if at that time the Holder is a resident or is doing business in the State of Washington; otherwise, by publishing a notice of said hearing once a week for two consecutive weeks in a newspaper of general circulation in Thurston County, Washington, the last publication to be at least ten days before the date fixed for said hearing.

6. Whenever it is deemed necessary for the benefit and safety of the traveling public, the Commission hereby reserves the right to attach and maintain upon any facility by the Holder under this franchise any required traffic control devices, such as traffic signals, luminaires and overhead suspended signs, when the use of such devices or attachments does not interfere with the use for which the facility was constructed. The State shall bear the cost of attachment and maintenance of such traffic control devices, including the reasonable cost of any extra construction beyond normal; such extra cost to be determined jointly by the Commission and the Holder of this franchise. It is not to be construed that the State is to share in the normal cost of installation, operation or maintenance of any of the facilities installed under this franchise.

7. No assignment or transfer of this franchise in any manner whatsoever shall be valid nor vest any rights hereby granted until the Commission consents thereto and the assignee accepts all terms of this franchise. Attempting to assign this franchise without Commission consent shall be cause for cancellation as herein provided.

8. The Holder shall within twenty (20) days from receipt of a copy of this order, file with the Commission at Olympia its written acceptance of the terms and conditions of this franchise.

9. If the Holder enters into a contract or agreement with a contractor to perform the work provided herein to be performed by the Holder, the Holder for itself, its assigns and its successors in interest, agrees that it will not discriminate on the basis of race, color, or national origin in its choice of contractors and will include all of the non-discrimination provisions set forth in Appendix "A" from Title VI of the Civil Rights Act of 1964, in any such contract or agreement.

SPECIAL PROVISIONS FOR PERMITS AND FRANCHISES

Applicable provisions are denoted by (X).

- (X) 1. No work provided for herein shall be performed until the Holder shall have given 48 hours notice to _____
District Utility Engineer
- (X) 2. Prior to the beginning of construction, the State shall arrange a pre-construction conference at which the Holder and his engineer, contractor, and inspector shall be present.
- (X) 3. Should the Holder choose to perform the work outlined herein with other than its own forces, a representative of the Holder shall be present at all times while the construction is in progress unless otherwise directed by the District Engineer. All contact between the State and the Holder's contractor shall be through the representative of the Holder. Where the Holder chooses to perform the work with its own forces, it may elect to appoint one of its employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the Holder within the right of way, until said requirement is met.
- (X) 4. A copy of the permit or franchise must be on the job site, and protected from the elements, at all times during any of the construction authorized by said permit or franchise within the State's right of way.
- (X) 5. This permit or franchise does not give the Holder, or any agent, or contractor of the Holder, any rights to cut, spray, retard, remove, destroy, damage, disfigure or in any other way modify the physical condition of any vegetative material located on the Highway right of way, except by written permission from the District Engineer. All restoration shall be done to the satisfaction of the State at the sole expense of the Holder.
- () 6. The Holder agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the State's contractor in the performance of his contract.
- () 7. The Holder agrees that when placing its facility within any portions of any roadbed, the trench shall be backfilled in horizontal layers not to exceed six (6) inches in loose thickness, except that the layers of the top two (2) feet from profile grade shall not exceed four (4) inches in loose thickness. Each layer of the entire embankment shall be compacted to not less than 95 per cent of the maximum density as determined by compaction control tests. The moisture content of the embankment material at the time of compaction shall be as specified by the State. In no case will "water settling" be allowed.
- () 8. No excavation shall be made closer than _____ () feet from the edge of pavement. This shall include turn radii at road approach crossings.
- () 9. Work shall be restricted to the hours between _____ A.M. and _____ P.M. or as directed by the District Engineer, and no work shall be allowed on the right of way Saturdays, Sundays or Holidays.
- (X) 10. In the event any mile post, right of way marker, monument, fence or guard rail is located within the limits of this project and will be disturbed during construction, these items will be carefully removed prior to construction and reset or replaced at the conclusion of construction to the satisfaction of the State. All signs and traffic control devices must be maintained in operation during construction.
- (X) 11. If determined necessary by the District Engineer, any or all of the excavated material shall be removed and replaced with suitable material as specified by the District Engineer.
- (X) 12. Wherever deemed necessary by the District Engineer and/or the Department of Labor and Industries, for the protection of the highway pavement and the safety of the workers, the sides of the trench (or excavation), shall be supported by adequate lagging or cribbing to prevent any damage by cracks, settlement, etc. to the pavement. No other work in the trench or excavation-area will be allowed until this requirement is met.
- (X) 13. All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by the State.
- (X) 14. Trenches shall be backfilled as soon as possible behind the laying of pipe or cable. No open trenches shall be left overnight. This includes boring or jacking pits which shall be covered with lumber or other material of sufficient strength to withstand the load of highway traffic, if the pit is not to be back-filled with material each night.
- () 15. All crossings of road intersections surfaced with oil, asphalt concrete pavement or cement concrete pavement shall be accomplished by jacking, boring, or augering the _____
_____ under the roadway.
- () 16. The _____ shall be placed within a suitable encasement pipe with a minimum length of _____ () feet. Said encasement pipe shall be jacked, bored, or augered through the highway grade with a minimum depth of five (5) feet from top of casing to finished road grade and a minimum of three and one-half (3 1/2) feet of depth from bottom of ditch to top of casing.

- () 17. The shoulders where disturbed shall be surfaced with crushed surfacing top course _____ inches minimum compacted depth, or as directed by the District Engineer. The surface of the finished shoulder shall slope down from the edge of pavement at the rate of one-half (1/2) inch per foot unless otherwise directed by the State. The restored shoulder shall be surfaced with _____. The restored shoulder must not have any strips or sections less than two (2) feet wide.
- (X) 18. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by this operation shall be restored to their original cross-section and condition. All open trenches shall be marked by warning signs, barricades, lights and if necessary, flagmen shall be employed for the purpose of protecting the traveling public. Roadside operations shall be specified by the District Engineer.
- (X) 19. In the construction and/or maintenance of this facility, the holder shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways".
- (X) 20. No routine maintenance of this facility will be allowed within the limited access area.
- () 21. Maintenance of this facility will not be permitted from the through-traffic roadways of SR _____ and all service to this facility will be achieved by _____
-
- () 22. Markers shall be placed at each right of way line for all crossings, to include: company name, pipeline or cable identification, telephone number for contract, and the distance from the marker to the line in feet.
- (X) 23. Markers shall be placed every five hundred feet (500') for longitudinal lines to include: company name, pipeline or cable identification, telephone number for contact, and the distance from the marker to the line in feet. Markers shall be placed within one foot of the R/W line or at tree line, whichever is least, so as to minimize interference with maintenance. Markers shall also be placed at all changes in offset distance from R/W line or centerline of highway.
- (X) 24. In the event that construction and maintenance of the highway facility within the proximity of the utility installation becomes necessary during the period which the utility will occupy a portion of the right of way, it is expressly understood that, upon request from the State's representative, the utility company will promptly identify and locate by suitable field markings any and all of their underground facilities so that the State or its contractor can be fully apprised at all times of its precise location.
- (X) 25. The Holder shall notify Mr. Nicholls (336-2177) Everett upon completion of the work under this permit or franchise so that a final inspection can be made.
- () 26. Bond coverage required to insure proper compliance with all terms and conditions of said permit or franchise will be furnished by a Blanket Surety Bond held at Headquarters in Olympia.
- (X) 27. A surety bond in the amount of \$ 1,000,00, written by a surety company authorized to do business in the State of Washington, shall be furnished to insure compliance with any and all of the terms and conditions of this permit or franchise, and shall remain in force for a period ending not more than one (1) year after date of completion of construction.
- () 28. In accordance with the scenic enhancement section of the Washington State Highway Commission Resolution No. 2224, this overhead crossing shall be removed and replaced underground at such time as the longitudinal installations in this immediate vicinity are relocated underground. However, nothing in this provision shall be construed as limiting the State Highway Commission's right to exercise the full implementation of the above-mentioned Resolution upon 120 days' notice to the Holder.
- () 29. The second party to joint usage of an overhead facility hereby agrees to relocate their facilities underground at such time the first party relocates underground or abandons said poles.
- () 30. A plastic tape directly above the buried facility shall be installed _____ inches below the surface.
- () 31. Access facilities must be constructed and maintained in accordance with State's standards, and to the satisfaction of the State. Unsatisfactory work will be corrected by the State at the Holder's expense or access may be removed at the Holder's expense.
- () 32. This permit or franchise is subject to the terms and conditions of agreement No. _____ and anything contained herein which is inconsistent with said agreement, the agreement shall govern.
- (X) 33. Upon completion of the work, the holder shall immediately furnish to the District Utilities Engineer a revised franchise plan of the final location or relocation of its facilities if the original franchise plans have been revised during the course of construction. These plans shall then become part of the District's utility location records.
- () 34. The aerial lines covered by this franchise or permit are to be placed underground at such time as reconstruction or upgrading of this facility is required.
- (X) 35. The Holder for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this permit or franchise for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Holder shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above mentioned provisions, the State of Washington shall have the right to terminate the permit or franchise and to remove the facilities thereon, and hold the same as if said permit or franchise had never been made or issued.

APPLICATION FOR FRANCHISE OR PERMIT

WASHINGTON STATE HIGHWAY COMMISSION
Department of Highways
District No. 1
6431 Corson Ave. South
Seattle, Washington 98108

Gentlemen:

Application is hereby made for a franchise to construct, operate and maintain
a sanitary sewer outfall line

upon (across) a portion of SR 9 in Snohomish County, Washington,

described as follows: From a point on the east right-of-way boundary for Washington State Highway SR9, 30 feet south of the centerline of Haller Street, Arlington, Washington, as shown on the state right-of-way map for State Highway SR9, Arlington vicinity, sheet 3 of 3, dated June 29, 1954 with revisions through July 30, 1971, proceeding N 89° 21' W for a distance of 22.0 feet, thence N 00 39' E for a distance of 570.0 feet, thence N 23° 21' W for a distance of 350.0 feet more or less to the thread of the channel of the Stillaguamish River.

*Tevie has reviewed -
Biquart met w/ City
JWH 6/5/73*

The following paragraph shall apply to Utility franchises and permits only:

Fees in the amount of \$ 150 are paid herewith according to Washington State Highway Resolution No. 2224.

The City of Arlington, the undersigned, submits said application and accepts the conditions as set forth above.

Dated this 25 day of May, 1973

Address: City Hall, 3rd & Olympic Street

Arlington, Washington

98223

Howard Christianson, Mayor

City of Arlington

[Signature]
(signed)

D.I.F. 3.7.15 (7/30/70)
(Supersedes D.I.F. 2.7.15 (3/12/70)
(By Form 22h-702)

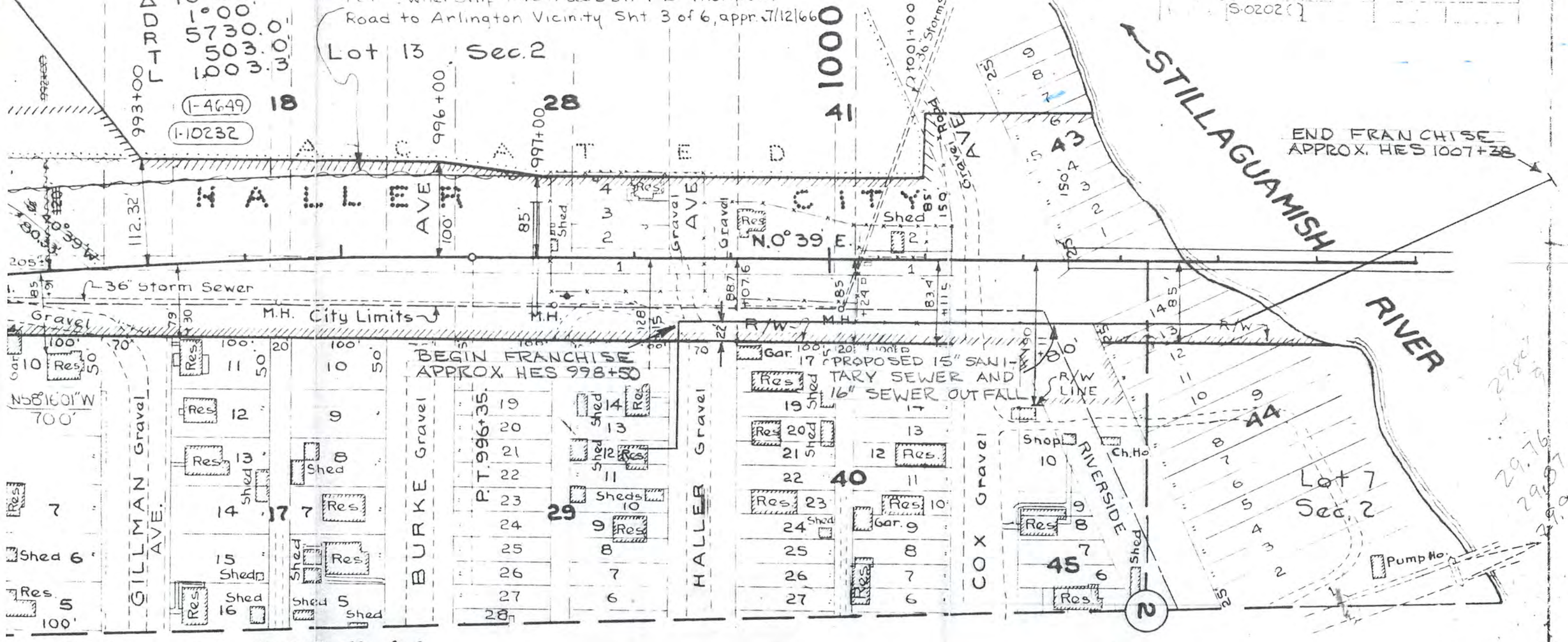
71+00 For R/W Back see Sheet 4 of 6 Arlington Westerly T.31N.,R.5E.,W.M.

PROJ. NO.	DATE	BY	NO. OF SHEETS
S-0202(1)			

10°02' Rt.
1°00'
5730.0'
503.0'
1003.3'
(1-4649) 18
(1-10232)

For ownership 1-4649 see SSH 1-E Thompson
Road to Arlington Vicinity Sht 3 of 6, appr. 7/12/66

Lot 13 Sec. 2



ARLINGTON

(SR-9)
SECONDARY STATE HIGHWAY NO. 1-A
ARLINGTON VICINITY
SNOHOMISH COUNTY
CITY OF ARLINGTON
FRANCHISE APPLICATION

FOR UTILITY USE ONLY
SUBJECT TO REVISION

UTILITY FRANCHISE
EXHIBIT

REFERENCE	AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY
	Letter 6-29-71	7-30-71	Revised R/W & L/A on Lt. Sta 991+50 to 993+00, added parcel 1-10232	RLS
	Letter 6-29-66	7-12-66	R/W & L/A Rev Sta 991+00 to Sta 997+00	G.C.
	Letter 2-7-56	2-11-56	R/W, L/A & Ties Added - Vicinity of Third St. (Vacated)	B.H.
	Letter 2-7-56	2-11-56	R/W - rev on Lt. Rl Sta 20100 to 20140; Frontage Service Rd & SSH 1-E Profiles added	D.M.C.