

COMPTROLLER FILE No.

299070
299070

INDEMNITY AGREEMENT between the City of
Seattle and Olympic Pipe Line Company.

Honorable President:

Your

to which was referred the within
would respectfully report that we have considered the

Filed

July 8, 1992

Harward Brooks, City Comptroller

By

Margaret Carter

Deputy

ACTION OF THE COUNCIL

Referred	To
Referred	To
Referred	To
Reported	Disposition
Re-referred	To
Reported	Disposition

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is by and between the City of Seattle ("City") and Olympic Pipe Line Company ("Olympic Pipe Line"), a Texas corporation.

RECITALS

1. Under Ordinance No. 94817, (hereafter "Permit"), Olympic Pipe Line maintained and operated a petroleum pipeline system ("Pipeline") under, across, and along certain City of Seattle streets between the south City limits at 59th Avenue South, north of South Wallace Street, to Harbor Island at 13th Avenue Southwest and Southwest Florida Street. Olympic Pipe Line's current Permit expired December 31, 1990 and Olympic Pipe Line desires the City to extend or reissue the Permit.

2. The extension or reissuance of Olympic Pipe Line's Permit for the Pipeline is conditioned that Olympic Pipe Line executes this Indemnity Agreement to assure the City that Olympic Pipe Line's Pipeline will not result in the City incurring any liability, environmental or otherwise, as a result of Olympic Pipe Line's Pipeline or operations pursuant to the Permit.

TERMS

1. Consideration: The parties enter into this Indemnity Agreement for good and mutual consideration, including the City's extension or reissuance of Olympic Pipe Line's Permit for its Pipeline, Olympic Pipe Line's execution of this Indemnity Agreement, and the promises herein.

2. Definitions: The following definitions apply throughout this Indemnity Agreement:

A. "Environmental Law" means all statutes, regulations, and common-law causes of action, whether federal, state or local, that apply to any toxic material or hazardous substance, pollutant, contaminant, waste, health and safety of persons, or protection of the environment, including any amendments or supplements to such laws or regulations, including, but not limited to: the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Water Pollution Control Act, 49 U.S.C. § 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 U.S.C. § 9601 et seq., the Washington Model Toxics Control Act ("MTCA"). RCW Ch. 70.105D, the Washington Hazardous Waste Management Act, RCW Ch. 70.105, the Washington Shoreline Management Act, RCW Ch. 90.58, the Washington Water Pollution Control Act, RCW Ch. 90.48, the Seattle Fire Code, SMC 22.600, et seq., contract, tort, strict liability, express or implied warranty, permit

requirements, a Court or administrative order, a consent decree or consent order.

B. "Hazardous Substance" means petroleum and any material regulated or restricted under any Environmental Law.

C. "Environmental Liability" means any and all claims, lawsuits, demands, administrative proceedings and decisions, arbitration or other alternative dispute resolution proceedings and awards, liens, obligations, costs, expenses, reasonable attorney fees, litigation costs and expenses, expert and consulting fees and costs, fines, judgments, awards, reasonable settlements, penalties, damages, consequential damages, and losses, arising from or related to: (i) the Release or potential Release of any Hazardous Substance associated with the Pipeline or the Permit Activities; (ii) any alleged violation or breach of any Environmental Law if the alleged violation is associated with the Pipeline or Permit Activities; and, (iii) breach of any term of this Indemnity Agreement.

D. "Response Costs" and "Release" or "Released" have the same meanings as they do under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") and the Washington Model Toxics Control Act ("MTCA").

E. "City" includes any of the City's employees, agents, and contractors.

F. "Olympic Pipe Line" includes any of Olympic Pipe Line's employees, agents, and contractors.

G. "Permit Activities" includes any of Olympic Pipe Line's operations on City property covered by the Permit, any operation associated with the Pipeline, and any operation associated with the Permit, whether allowed by the Permit or not.

3. Renewal or Reissuance of Permit: Upon Olympic Pipe Line's execution of this Indemnity Agreement, the City shall process Olympic Pipe Line's application for renewal or reissuance of the permit to operate and maintain the Pipeline.

4. Warranties: Olympic Pipe Line represents, warrants and covenants that: a) Olympic Pipe Line has not received any notice of, and is not aware of, any actual or alleged Release or threatened Release of any Hazardous Substance associated with the Pipeline or Permit Activities; b) Olympic Pipe Line has not received any notice of, and is not aware of, any actual or alleged violation of any Environmental Law associated with the Pipeline or Permit Activities; and, c) Olympic Pipe Line is not aware of any actual or alleged Environmental Liability relating to the Pipeline or Permit Activities.

5. Compliance with Applicable Laws: Olympic Pipe Line shall

comply with all Environmental Laws applicable to the Pipeline or to Permit Activities. Olympic Pipe Line shall take all required and all prudent steps to prevent, contain, and report Releases of Hazardous Substances associated with the Pipeline or Permit Activities. In the event that a Hazardous Substance is Released, Olympic Pipe Line shall take prompt action to remediate any resulting contamination to the applicable clean up standards, and shall not seek any monetary involvement or reimbursement from the City for such remedial action, any Response Costs, or anything else associated with the Release.

6. Indemnification: Olympic Pipe Line shall indemnify, defend, and hold the City harmless from and against any Environmental Liability. Olympic Pipe Line shall also indemnify, defend, and hold the City harmless from and against any other claims, demands, penalties, fees, liens, awards, damages, losses, costs, expenses, reasonable attorney fees, litigation costs, reasonable expert or consulting fees, and reasonable settlements, arising from: (a) any breach of this Indemnity Agreement, including, but not limited to, the warranties set forth in paragraph 4; b) Permit Activities; c) the Pipeline; d) any negligent or otherwise improper act or omission by Olympic Pipe Line. This indemnity shall not apply to damages resulting from the City's sole negligence.

7. Monitoring and Notification of Releases: In addition to any other monitoring and reporting requirements that are required by law or prudent under the circumstances, Olympic Pipe Line shall monitor the Pipeline by making weekly visual inspections and annual pressure tests. Within two hours of Olympic Pipe Line becoming aware that a Release of a Hazardous Substance associated with the Pipeline or the Permit Activities has occurred, or that a threat of such a Release exists, Olympic Pipe Line shall notify the City orally, by telephoning the Seattle Engineering Department's 24-hour number, (206) 386-1218. The oral notice shall be followed within 24-hours with written notice by Olympic Pipe Line to the City, addressed to the Director of the Seattle Engineering Department, 910 Municipal Building, 600 Fourth Avenue, Seattle, Washington 98104-1879. Both the oral and written notices shall specify, to the extent possible: the Hazardous Substances involved; the amount of Hazardous Substance involved; the location of the Release and any resulting contamination; the time and duration of the Release; all action taken or planned to respond in any way to the Release; the identity of persons at other governmental entities which have been notified; and the name and job title of the person completing the notice for Olympic Pipe Line. At any time, the City may amend the provision for who should receive notice on its behalf by providing Olympic Pipe Line with written instructions. Compliance with this provision shall not excuse Olympic Pipe Line from any other monitoring and notification requirements required by law.

8. Notification of Violation: Olympic Pipe Line shall notify

the City in writing within 72-hours after Olympic Pipe Line : a) receives any notice of, or otherwise becomes aware of, any actual or alleged Environmental Liability relating to the Pipeline or Permit Activities. Olympic Pipe Line shall, at no expense to the City, comply with all Environmental Laws related to the Pipeline, Permit Activities, or Hazardous Substances associated with the Pipeline or Permit Activities, including, but not limited to, Environmental Laws applicable to Releases of Hazardous Substances and responses to, or remediation of, resulting contamination. The City may, but has no obligation to, take actions and incur costs and expenses as it deems advisable to comply with applicable Environmental Laws. Olympic Pipe Line shall promptly reimburse the City on demand for the full amount of all costs and expenses the City incurs in connection with such compliance activities.

9. City Orders: In addition to any other rights or remedies the City may have, the City shall have the following rights:

A. Emergency Orders: Olympic Pipe Line shall immediately comply with any emergency order by the City regarding the Pipeline. An emergency order may be issued by the Director of a City Department acting within its authority, or another authorized City representative, when the City, in its sole discretion, considers such an order necessary to address or prevent a present or imminent threat to human health or safety, or the environment.

B. Other Orders: Upon notice and reasonable opportunity for consultation with the City, Olympic Pipe Line shall immediately comply with any reasonable request, or any order by the City, relating to the Pipeline or to Permit Activities, including, but not limited to, suspension or closure of the Pipeline, when the City, in its sole discretion, deems such request or order necessary to protect human health or safety, or the environment.

10. Right-of-Entry: The City is hereby authorized, but not required, to enter the property covered by the Permit, at reasonable times, to inspect the premises, and to ascertain the accuracy of all representations and warranties, and compliance with all terms of this Indemnity Agreement.

11. Survival: The provisions of the Indemnity Agreement shall survive the expiration of the Permit and any renewals or extensions thereof. This Indemnity Agreement is binding upon Olympic Pipe Line's successors and assigns.

12. Waivers: All modifications of this Indemnity Agreement, and any waivers of its terms, shall be in writing. Failure by the City to require compliance with all or part of any term, shall not constitute a waiver of future compliance with that term or any other.

13. Rights Cumulative: The City's rights under this

Indemnity Agreement shall be in addition to any and all other rights the City may have, and obligations and liabilities Olympic Pipe Line may have to the City, under any common law, statute, or contract.

14. Insurance: The City shall be named as an additional insured on any of Olympic Pipe Line's insurance policies which cover the Pipeline or Permit Activities. Olympic Pipe Line shall provide the City with evidence satisfactory to the City of such insurance prior to execution of this Indemnity Agreement.

15. Severability of Terms: In the event that any term or part of this Indemnity Agreement is adjudicated to be invalid or otherwise unenforceable, the remainder of this Indemnity Agreement shall continue in full force and effect.

16. Intergration: This Indemnity Agreement supersedes any prior written or oral agreements between the parties on the subjects covered herein, and embodies the entire agreement between the parties on the subjects it covers.

17. Warranty of Authority: Each party warrants that the person signing this Indemnity Agreement on its behalf is authorized to do so and to thereby bind the party he or she represents.

Signed this 23rd day of June, 1992.

William Mulvey

The ASST. SECRETARY of OLYMPIC PIPE LINE CO.

Signed this _____ day of _____, 199 .

[Signature]

The Director of Engineering
for the City of Seattle

IT IS DUE TO THE QUALITY OF THE DOCUMENT.

FILED
CITY OF SEATTLE

1992 JUL -8 AM 9 34

RECEIVED AND CITY CLERK

ORDINANCE _____

AN ORDINANCE granting to the Olympic Pipe Line Company a franchise to construct, maintain and operate a petroleum pipeline system in, under, along and across certain streets, avenues, alleys and public places in the City of Seattle for the transportation of refined petroleum products for a ten-year term, renewable for two successive ten-year terms, specifying the conditions under which this permission is granted and providing for acceptance of the permit and conditions.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Subject to the terms and conditions of this ordinance permission is hereby granted to the Olympic Pipe Line Company its successors and assigns (Permittee) to construct, maintain, operate, renew, repair, remove and change the size and number of, a pipeline system used in the transportation of refined petroleum products together with all manholes, valves, service connections and appurtenances, including telephone lines and conduits used in connection with and necessary and convenient for the operation of the pipeline system in, under, along and across the following listed streets, avenues, alleys and public places all within a strip of land five (5) feet in width the centerline of which is described as follows:

Crossing 59th Avenue South on a bearing of N. 52° 43' W. and at a point Southerly along the centerline of said 59th Avenue South a distance of 152 feet from the centerline of South Leo St.

Crossing South Leo Street on a bearing of N. 52° 43' W. and at a point Westerly along the centerline of said South Leo Street a distance of 195 feet from the centerline intersection of 59th Avenue South.

Crossing 57th Avenue South on a bearing of N. 52° 43' W. and at a point Southerly along the centerline of said 57th Avenue South a distance of 1,134.0 feet from the centerline of South Bangor Street.

Crossing 56th Avenue South on a bearing of N. 50° 13' W. and at a point Southerly along the centerline of said 56th Avenue South a distance of 797.0 feet from the centerline intersection of South Bangor Street.

Crossing 55th Avenue South on a bearing of N. 52° 43' W. and at a point Southerly along the centerline of said 55th Avenue South a distance of 479.7 feet from the centerline intersection of South Bangor Street.

Crossing South Hazel Street on a bearing of N. 52° 43' W. and at a point Westerly along the centerline of South Hazel Street a distance of 47.0 feet from the centerline intersection of 55th Avenue South.

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1 Crossing South Bangor Street on a bearing of N. 28° 14' W.
and at a point Westerly along the centerline of said South
Bangor Street a distance of 346.6 feet from the centerline
intersection of 55th Avenue South.

2 Crossing South Creston Street on a bearing of N. 24° 35' W.
and at a point Easterly along the centerline of said South
Creston Street a distance of 803.1 feet from the centerline
3 intersection of 51st Avenue South.

4 Crossing South Ruggles Street on a bearing of N. 24° 35' W.
and at a point Easterly along the centerline of said South
Ruggles Street a distance of 486.4 feet to the centerline
5 intersection of 51st Avenue South.

6 Crossing 51st Avenue South on a bearing of N. 24° 35' W. and
at a point Southerly along the centerline of said 51st Avenue
7 South a distance of 317.5 feet from the centerline
intersection of South Gazelle Street.

8 Crossing South Gazelle Street on a bearing of N. 24° 35' W.
and at a point Westerly along the centerline of said South
9 Gazelle Street a distance of 153.9 feet from the centerline
10 intersection of 51st Avenue South.

11 Crossing South Bond Street on a bearing of N. 24° 35' W. and
at a point Westerly along the centerline of said South Bond
12 Street a distance of 470.3 feet from the centerline
intersection of 51st Avenue South.

13 Crossing South Roxbury Street on a bearing of N. 24° 35' W.
and at a point Westerly along the centerline of said South
14 Roxbury Street a distance of 930.5 feet from the centerline
intersection of 51st Avenue South.

15 Crossing 46th Avenue South on a bearing of N. 24° 35' W. and
at a point Southerly along the centerline of said 46th Avenue
16 South a distance of 541.0 feet from the centerline
intersection of South Fletcher Street.

17 Crossing South Fletcher Street on a bearing of N. 24° 35' W.
and at a point Westerly along the centerline of said South
18 Fletcher Street a distance of 264.9 feet from the centerline
intersection of 46th Avenue South.

19 Crossing 45th Avenue South on a bearing of N. 24° 35' W. and
at a point Southerly along the centerline of said 45th Avenue
20 South a distance of 156.0 feet from the centerline
21 intersection of South Barton Street.

22 Crossing South Barton Street on a bearing of N. 24° 35' W.
and at a point Westerly along the centerline of said South
23 Barton Street a distance of 81.0 feet from the centerline
intersection of 45th Avenue South.

24 Crossing Yukon Avenue South on a bearing of N. 24° 35' W. and
at a point Southerly along the centerline of said Yukon
25 Avenue South a distance of 292.5 feet from the centerline
intersection of South Director Street.

26 Crossing South Director Street on a bearing of N. 20° 36' W.
and at a point Westerly along the centerline of said South
27 Director Street a distance of 125.0 feet from the centerline
intersection of Yukon Avenue South.

28 Crossing South Valdez Street on a bearing of N. 26° 59' W.
and at a point Westerly along the centerline of said South
Valdez Street a distance of 172.9 feet from the centerline
intersection of Yukon Avenue South.

Crossing South Henderson Street on a bearing of N. 24° 35' W.
and at a point Westerly along the centerline of said South

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Henderson Street a distance of 306.8 feet from the centerline intersection of Yukon Avenue South.

1 Crossing Martin Luther King Jr. Way South on a bearing of N. 24° 35' W. and at a point Southerly along the tangency of the
2 curve of Martin Luther King Jr. Way South a distance of 56.3 feet from the intersection of South Trenton Street.

3 Crossing South Trenton Street on a bearing of N. 24° 35' W.
4 and at a point Westerly along the centerline of said South
5 Trenton Street a distance of 33.0 feet from its intersection
6 with the tangency of the curve of Martin Luther King Jr. Way
7 South.

8 Crossing South Cloverdale Street on a bearing of N. 24° 35'
9 W. and at a point Easterly along the centerline of said South
10 Cloverdale Street a distance of 160.00 feet from the
11 centerline intersection of 42nd Avenue South.

12 Crossing 42nd Avenue south on a bearing of N. 24° 35' W. and
13 a point Northerly along the centerline of said 42nd Avenue
14 South a distance of 348.9 feet to the centerline intersection
15 of South Cloverdale Street.

16 Crossing South Thistle Street on a bearing of N. 24° 35' W.
17 and at a point Westerly along the centerline of said South
18 Thistle Street a distance of 145.3 feet from the centerline
19 intersection of 42nd Avenue South.

20 Crossing 39th Avenue South on a bearing of N. 9° 57' W. and
21 at a point Southerly along the centerline of said 39th Avenue
22 South a distance of 22.3 feet from the centerline
23 intersection of South Kenyon Street.

24 Crossing South Kenyon Street on a bearing of N. 35° 14' W.
25 and at a point Westerly along the centerline of said South
26 Kenyon Street a distance of 747.9 feet from the centerline
27 intersection of Martin Luther King Jr. Way South.

28 Crossing 37th Avenue South on a bearing of N. 24° 35' W. and
point Southerly along the centerline of said 37th Avenue
South a distance of 16.0 feet from the centerline
intersection of South Austin Street.

Crossing South Austin Street on a bearing of N. 24° 35' W.
and at a point Westerly along the centerline of said South
Austin Street a distance of 8.3 feet from the centerline
intersection of 37th Avenue South.

Crossing South Myrtle Place on a bearing of N. 24° 35' W. and
at a point Southeasterly along the centerline of said South
Myrtle Place a distance of 41.8 feet from the centerline
intersection of 35th Avenue South.

Crossing 35th Avenue South on a bearing of N. 24° 35' W. and
a point Northerly along the centerline of said 35th Avenue
South a distance of 60.0 feet from the centerline
intersection of South Myrtle Place.

Crossing South Myrtle Street on a bearing of N. 24° 35' W.
and a point Westerly along the centerline of said South
Myrtle Street a distance of 138.0 feet from the centerline
intersection of 35h Avenue South.

Crossing South Holly Park Drive on a bearing of N. 24° 35' W.
and at a point Easterly along the centerline of pavement of
said South Holly Park Drive a distance of 74.0 feet from the
center of pavement of 32nd Avenue South.

Crossing South Holly Street on a bearing of N. 24° 35' W. and
at a point Westerly along the centerline of said South Holly
Street a distance of 54.4 feet from the centerline

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intersection of 32nd Avenue South.

1 Crossing South Warsaw Street on a bearing of N. 24° 35' W.
2 and at a point Westerly along the centerline of said South
3 Warsaw Street a distance of 214.7 feet from the centerline
4 intersection of 32nd Avenue South.

5 Crossing 31st Avenue South on a bearing of N. 24° 35' W. and
6 at a point Southerly along the centerline of said 31st
7 Avenue South a distance of 220.6 feet from the centerline
8 intersection of South Morgan Street.

9 Crossing South Morgan Street on a bearing of N. 24° 35' W.
10 and at a point Westerly along the centerline of said South
11 Morgan Street a distance of 103.3 feet from the centerline
12 intersection of 31st Avenue South.

13 Crossing South Eddy Street on a bearing of N. 24° 35' W. and
14 at a point Westerly along the centerline of said South Eddy
15 Street a distance of 3.0 feet from the centerline
16 intersection of 30th Avenue South.

17 Crossing 30th Avenue South on a bearing of N. 24° 35' W. and
18 at a point Northerly along the centerline of said 30th Avenue
19 South a distance of 6.0 feet from the centerline intersection
20 of South Eddy Street.

21 Crossing South Graham Street on a bearing of N. 24° 35' W.
22 and at a point Westerly along the centerline of said South
23 Graham Street a distance of 165.7 feet from the centerline
24 intersection of 30th Avenue South.

25 Crossing South Raymond Street on a bearing of N. 24° 35' W.
26 and at a point Easterly along the centerline of said South
27 Raymond Street a distance of 313.0 feet from the centerline
28 intersection of 28th Avenue South.

29 Crossing 29th Avenue South on a bearing of N. 24° 35' W. and
30 at a point Northerly along the centerline of said 29th Avenue
31 South a distance of 106.0 feet from the centerline
32 intersection of South Raymond Street.

33 Crossing 28th Avenue South on a bearing of N. 24° 35' W. and
34 at a point Southerly along the centerline of said 28th Avenue
35 South a distance of 12.7 feet from the centerline
36 intersection of South Juneau Street.

37 Crossing South Juneau Street on a bearing of N. 24° 35' W.
38 and at a point Westerly along the centerline of said South
39 Juneau Street a distance of 6.8 feet from the centerline
40 intersection of 28th Avenue South.

41 Crossing South Orcas Street on a bearing of N. 24° 35' W. and
42 at a point Easterly along the centerline of said South Orcas
43 Street a distance of 162.9 feet from the centerline
44 intersection of 26th Avenue South.

45 Crossing South Brandon Street on a bearing of N. 24° 35' W.
46 and at a point Westerly along the centerline of said South
47 Brandon Street a distance of 68.0 feet from the centerline
48 intersection of 26th Avenue South.

49 Crossing 25th Avenue South on a bearing of N. 56° 01' W. and
50 at a point Southerly along the centerline of said 25th Avenue
51 South a distance of 535.0 feet from the centerline
52 intersection of South Dawson Street.

53 Crossing South Bennett Street on a bearing of N. 56° 01' W.
54 and at a point Westerly along the centerline of said South
55 Bennett Street a distance of 136.8 feet from the centerline
56 intersection of 25th Avenue South.

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1 Crossing 24th Avenue South on a bearing of N. 56° 01' W. and
2 at a point Southerly along the centerline of said 24th Avenue
3 South a distance of 336.0 feet from the centerline
4 intersection of South Dawson Street.

5 Crossing South Dawson Place on a bearing of N. 56° 01' W. and
6 at a point Easterly along the centerline of said South Dawson
7 Place a distance of 156.9 feet from the centerline
8 intersection of Beacon Avenue South.

9 Crossing Beacon Avenue South on a bearing of N. 56° 01' W.
10 and at a point Northerly along the centerline of said Beacon
11 Avenue South a distance of 14.6 feet from the centerline
12 intersection of South Dawson Street.

13 Crossing Columbia Drive South on a bearing of N. 56° 01' W.
14 and at a point Northeasterly along the centerline of said
15 Columbia Drive South a distance of 135.6 feet from the
16 centerline of South Pearl Street.

17 Crossing South Ferdinand Street on a bearing of N. 56° 01' W.
18 and at a point Easterly along the centerline of said South
19 Ferdinand Street a distance of 772.3 feet from the centerline
20 intersection of 15th Avenue South.

21 Crossing 15th Avenue South on a bearing of N. 56° 01' W. and
22 at a point Southerly along the centerline of said 15th Avenue
23 South a distance of 53.1 feet from the centerline
24 intersection of South Angeline Street.

25 Crossing South Angeline Street on a bearing of N. 56° 01' W.
26 and at a point westerly along the centerline of said South
27 Angeline Street a distance of 86.05 feet from the centerline
28 intersection of 15th Avenue South.

1 Crossing 14th Avenue South on a bearing of N. 56° 01' W. and
2 at a point Southerly along the centerline of said 14th Avenue
3 South a distance of 353.5 feet from the centerline
4 intersection of South Snoqualmie Street.

5 Crossing 13th Avenue South on a bearing of N. 56° 01' W. and
6 at a point Southerly along the centerline of said 13th Avenue
7 South a distance of 40.0 feet from the centerline
8 intersection of South Snoqualmie Street.

9 Crossing South Snoqualmie Street on a bearing of N. 56° 01'
10 W. and at a point Westerly along the centerline of said South
11 Snoqualmie Street a distance of 61.12 feet from the
12 centerline intersection of 13th Avenue South.

13 Crossing an alley between 13th Avenue South and 14th Avenue
14 South at a point Southerly along the centerline of said alley
15 a distance of 132.6 feet from the centerline of South
16 Snoqualmie Street.

17 Crossing an alley between 12th Avenue South and 13th Avenue
18 South at a point Northerly along the centerline of said alley
19 a distance of 67 feet from the centerline of South Snoqualmie
20 Street; Also,

21 Beginning at a point on the East right of way of 12th Avenue
22 South, said point being located North 1° 57' East along said East
23 right of way, 125.8 feet from the North right of way of South
24 Snoqualmie Street;

25 THENCE: N. 56° 01' W., 57.8 feet to a point;

26 THENCE: N. 1° 57' E., along a line 19 feet West of and
27 parallel to the centerline of 12th Avenue South a
28

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distance of 1614 feet to a point;

1 THENCE: North, along a line 19 feet west of and parallel to
2 the centerline of said 12th Avenue South a distance
3 of 208 feet to a point located 15 feet South of the
4 centerline of South Dakota Street;

5 THENCE: N. 89° 33' W., along a line 15 feet South of and
6 parallel to the centerline of South Dakota Street
7 a distance of 517 feet to a point;

8 THENCE: N. 44° 33' W., a distance of 74 feet to a point;

9 THENCE: N. 89° 33' W., along a line 35 feet North of and
10 parallel to the centerline of said South Dakota
11 Street a distance of 445 feet to a point in the
12 centerline of 9th Avenue South;

13 THENCE: N. 89° 48' W., along a line 35 feet North of and
14 parallel to the centerline of said South Dakota
15 Street a distance of 656 feet to a point;

16 THENCE: N. 00° 25' E., along a line 18 feet East of and
17 parallel to the centerline of 7th Avenue South a
18 distance of 902 feet to a point;

19 THENCE: N. 89° 22' W., along a line 25 feet South of and
20 parallel to the centerline of South Charlestown
21 Street a distance of 477 feet to a point;

22 THENCE: S. 45° 38' W., a distance of 21.2 feet to a point
23 on the South right of way line of South Charleston
24 Street and from said point the Northwest corner of
25 Lot 6, Block 265 of the Seattle Tidelands Addition
26 bears N. 89° 22' W., a distance of 17 feet; Also,

27 Beginning again at a point on the South right of way line of South
28 Charlestown Street and from said point the Northwest corner of Lot
29 6 in Block 265 of the Seattle Tidelands Addition bears S. 89° 22'
30 E., a distance of 2 feet;

31 THENCE: N. 00° 25' E., along a line 26.7 feet West of and
32 parallel to the centerline of 6th Avenue South a
33 distance of 607 feet to a point;

34 THENCE: N. 40° 51' W., a distance of 43 feet to a point,
35 said point being located 37.0 feet South of the
36 centerline of South Spokane Street;

37 THENCE: N. 88° 59' W., parallel with the centerline of
38 South Spokane Street a distance of 203 feet.

39 THENCE: N. 58° 59' W., a distance of 16 feet to a point,
40 said point being 25 feet South of the centerline of
41 South Spokane Street;

42 THENCE: N. 88° 59' W., parallel with the centerline of
43 South Spokane Street 489 feet to a point in the
44 centerline of 4th Avenue South;

45 THENCE: N. 88° 59' W., 25 feet South of and parallel to the
46 centerline of South Spokane Street a distance of
47 615 feet to a point;

48 THENCE: N. 73° 22' W., a distance of 51.6 feet to a point
49 in the centerline of 2nd Avenue South;

50 THENCE: N. 73° 22' W., a distance of 20.4 feet to a point
51 located 5 feet South of the centerline of said

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South Spokane Street;

- 1 THENCE: N. 89° 00' W., parallel with centerline of South
2 Spokane Street a distance of 586.0 feet to a point
3 in the centerline of 1st Avenue South;
- 4 THENCE: N. 89° 00' W., parallel with and 5 feet South of
5 the centerline of South Spokane Street 660 feet to
6 a point in the centerline of Colorado Avenue South;
- 7 THENCE: N. 89° 00' W., parallel with and 5 feet South of
8 the centerline of South Spokane Street 85 feet to
9 a point;
- 10 THENCE: S. 86° 01' W., a distance of 75 feet to a point,
11 said point being located 11.0 feet South of the
12 centerline of South Spokane Street;
- 13 THENCE: N. 88° 59' W., parallel with the centerline of
14 South Spokane Street a distance of 326 feet to a
15 point;
- 16 THENCE: N. 84° 59' W., a distance of 44 feet to a point,
17 said point being located 8.0 feet South of the
18 centerline of South Spokane Street;
- 19 THENCE: N. 88° 59' W., a distance of 51 feet to a point,
20 said point being located 7.0 feet South of the
21 centerline of South Spokane Street;
- 22 THENCE: N. 87° 40' W., a distance of 74.0 feet to a point,
23 said point being located 5.3 feet South of the
24 centerline of South Spokane Street;
- 25 THENCE: N. 82° 20' W., a distance of 14 feet to a point,
26 said point being 4.0 feet South of the centerline
27 of South Spokane Street;
- 28 THENCE: S. 82° 33' W., a distance of 23 feet to a point,
 said point being 10.0 feet South of the centerline
 of South centerline of South Spokane Street;
- THENCE: N. 88° 59' W., a distance of 19 feet to a point,
 said point being 9.8 feet South of the centerline
 of South Spokane Street;
- THENCE: S. 72° 18' W., a distance of 81 feet to a point,
 said point being 36.0 feet South of the centerline
 of South Spokane Street;
- THENCE: N. 88° 59' W., a distance of 171.5 feet to a point,
 said point being 36 feet South of the centerline of
 South Spokane Street;
- THENCE: North 133 feet to a point 97 feet North of the
 centerline of South Spokane Street, said point
 being located within a perpetual street easement
 granted under Ordinance 112875;
- THENCE: West 108 feet to a point, located within said
 perpetual street easement, 194 feet East of the
 centerline of 6th Avenue South (which is located
 West of East Marginal Way South), and 97 feet North
 of the centerline of South Spokane Street;
- THENCE: Northwesterly to a point, located within said
 perpetual street easement, 178 feet East of the
 centerline of said 6th Avenue South, and 151.3 feet
 North of the centerline of South Spokane Street;
- THENCE: Southwesterly to a point 175 feet West of the
 centerline of said 6th Avenue South and 66.8 feet

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North of the centerline of South Spokane Street;

1 THENCE: West 200 feet to a point 375 feet West of the
 centerline of said 6th Avenue South, and 66.8 feet
 North of the centerline of South Spokane Street;

2 THENCE: South 59.8 feet to a point 7 feet North of the
 centerline of South Spokane Street;

3 THENCE: N. 88° 59' W., a distance of 1097 feet to a point
4 located 7.0 feet North of the centerline of
 Southwest Spokane Street;

5 THENCE: N. 46° 24' W., a distance of 584.0 feet to a point
6 located 60.4 feet West of the centerline of 11th
 Avenue Southwest;

7 THENCE: N. 1° 02' E., a distance of 831.0 feet to a point
8 located 60.0 feet West of the centerline of 11th
 Avenue Southwest;

9 THENCE: N. 1° 34' E., a distance of 257.0 feet to a point
 located in the centerline of Southwest Hanford
 Street;

10 THENCE: N. 1° 34' E., a distance of 68 feet to a point,
11 said point being located 57.0 feet West of the
 centerline of 11th Avenue Southwest;

12 THENCE: N. 1° 00' W., a distance of 169.0 feet to a point
13 located 63 feet West of the centerline of 11th
 Avenue Southwest;

14 THENCE: N. 3° 25' E., a distance of 120.0 feet to a point
15 located 58.0 feet West of the centerline of 11th
 Avenue Southwest;

16 THENCE: N. 0° 53' E., a distance of 812 feet to a point
17 located 60 feet West of the centerline of 11th
 Avenue Southwest;

18 THENCE: N. 1° 02' E., a distance of 389 feet to a point
19 located 60.0 feet West of the centerline of 11th
 Avenue Southwest and 38.0 feet North of the
 centerline of Southwest Lander Street;

20 THENCE: N. 88° 58' W., parallel with Southwest Lander
21 Street a distance of 627.0 feet to a point located
 38 feet North of the centerline of Southwest Lander
 Street and 20.0 feet East of the centerline of 13th
 Avenue Southwest;

22 THENCE: N. 1° 02' E., parallel with the centerline of 13th
23 Avenue Southwest a distance of 981.0 feet to a
 point;

24 THENCE: S. 88° 58' E., a distance of 30.0 feet to a point
25 in the East right of way line of 13th Avenue
 Southwest;

26 Said description being in all a total distance of 20,231 feet
27 in and across the above described streets; Also,
28

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1 BEGINNING at a point in the east right of way line of
2 Thirteenth Avenue Southwest, said point being located
3 northerly along the east right of way line of Thirteenth
4 Avenue Southwest a distance of 1103.6 feet from the
5 centerline of Southwest Lander Street;

6 THENCE: N. 88° 58' W., a distance of 27 feet to a point,
7 said point being 23 feet east of the centerline of
8 said Thirteenth Avenue Southwest;

9 THENCE: S. 1° 02' W., parallel with and 23 feet east of the
10 centerline of Thirteenth Avenue Southwest, a
11 distance of 555.4 feet to a point;

12 THENCE: S. 88° 58' E., a distance of 27 feet to a point in
13 the east right of way of Thirteenth Avenue
14 Southwest and a point of leaving the City of
15 Seattle street right of way; Also,

16 BEGINNING at a point in the east right of way of Thirteenth
17 Avenue Southwest, said point being located northerly along
18 the east right of way line of Thirteenth Avenue Southwest a
19 distance of 1109.8 feet from the centerline of Southwest
20 Lander Street;

21 THENCE: N. 88° 58' W., a distance of 89 feet to a point 39
22 feet west of the centerline of Thirteenth Avenue
23 Southwest;

24 THENCE: S. 1° 02' W., parallel with and 39 feet west of the
25 centerline of Thirteenth Avenue Southwest a
26 distance of 50.5 feet to a point;

27 THENCE: N. 88° 58' W., a distance of 11 feet to the west
28 right of way of Thirteenth Avenue Southwest; Also,

BEGINNING at a point in the east right of way of Thirteenth
Avenue Southwest, said point being located northerly along
the east right of way line of Thirteenth Avenue Southwest a
distance of 1113.2 feet from the centerline of Southwest
Lander Street;

THENCE: N. 88° 58' W., a distance of 89 feet to a point 39
feet west of the centerline of Thirteenth Avenue
Southwest;

THENCE: N. 1° 02' E., parallel with and 39 feet west of the
centerline of Thirteenth Avenue Southwest a
distance of 481.8 feet to a point;

THENCE: N. 4° 51' E., a distance of 150 feet to a point 31
feet west of the centerline of Thirteenth Avenue
Southwest;

THENCE: N. 1° 02' E., parallel with and 31 feet west of the
centerline of Thirteenth Avenue Southwest a
distance of 770.5 feet to a point;

THENCE: N. 88° 12' W., a distance of 19 feet to a point in
the west right of way of Thirteenth Avenue
Southwest;

Said description of the delivery facility lines being in all a
total distance of 4540.4 feet in and through the afore described
streets; Also,

BEGINNING at a point on the East right of way line of
Thirteenth Avenue Southwest and on the West line of Lot 18,
Block 398 of the SEATTLE TIDE LANDS Subdivision, in the City
of Seattle, King County, Washington; and from which beginning
point the Northwest corner of said Lot 18 bears North a
distance of 36.25 feet;

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1 THENCE: S. 89° 32' 48" W., a distance of 22.0 feet to a
2 point lying a perpendicular distance of 28.0 feet
3 East of the monumented centerline of said
4 Thirteenth Avenue Southwest;

5 THENCE: Parallel to and 28.0 feet East of said street
6 centerline, North a distance of 524.87 feet to a
7 point;

8 THENCE: East a distance of 22.0 feet to a terminal point on
9 the East right of way line of said Thirteenth
10 Avenue Southwest, and the West line of Lot 9, Block
11 398 of the said SEATTLE TIDE LANDS Subdivision, and
12 from which terminal point the Northwest corner of
13 said Lot 9 bears North a distance of 51.55 feet.

14 The herein described line being a total of 568.87 feet in
15 length.

16 A line in, through and across a portion of Section 7,
17 Township 24 North, Range 4 East, W. M., in the City of
18 Seattle, King County, Washington; said line lying within the
19 bounds of Thirteenth Avenue Southwest, and being more
20 particularly described as follows:

21 Commencing for reference at a cased monument marking the
22 intersection of the centerline of said Thirteenth Avenue
23 Southwest with the centerline of Southwest Florida Street in
24 the City of Seattle, King County, Washington;

25 THENCE: With the monumented centerline of Thirteenth Avenue
26 Southwest, North a distance of 180.64' to a point;

27 THENCE: West, a distance of 31.47 feet to the point of
28 beginning of the herein described line;

29 THENCE: West a distance of 8.53 feet to a terminal point in
30 the West right of way line of said Thirteenth
31 Avenue Southwest, and the East line of Lot 17,
32 Block C, FRINK'S WATERFRONT ADDITION, according to
33 a plat of said Addition recorded in Volume 12, page
34 89 of the Map or Plat Records of King County,
35 Washington, and from which terminal point the
36 Northeast corner of said Lot 17 bears North a
37 distance of 58.35 feet.

38 The herein described line being a total of 8.53 feet in
39 length; Also,

40 Section 2. The permission herein granted to the Permittee,
41 its successors and assigns shall be for a term of ten years
42 commencing on January 1, 1991 and terminating at 11:59 p.m. on the
43 last day of the tenth year; provided, however, that upon written
44 application of the Permittee at least 30 days before expiration of
45 the term, the City Council may by resolution renew the permit for
46 two successive ten year terms, provided further that the total
47 term of the permission as originally granted and thus extended
48 shall not exceed thirty years, subject to the right of the City by

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1 each such resolution, to revise the fee provided for in Section 13
2 hereof, and by ordinance to then revise any of the terms and
3 conditions contained herein.

4 Section 3. The permit granted hereby is subject to the
5 primary and secondary use by the public for travel and utilities
6 purposes, and The City of Seattle ("City") expressly reserves the
7 right to require the Permittee to remove said pipeline system or
8 any portion thereof, at Permittee's sole cost and expense in the
9 event that:

10 (a) the City Council determines by ordinance that the
11 space occupied by the pipeline system is necessary for any primary
12 or secondary public use or benefit or that the pipeline system
13 interferes with any primary or secondary public use or benefit; or

14 (b) the Board of Public Works or a successor body or
15 official of the City ("Board") determines that any term or
16 condition of this ordinance has been violated.

17 A City Council determination that the space is necessary for
18 a primary or secondary public use or benefit shall be conclusive
19 and final.

20 Section 4. In the event that the permit is not renewed, or
21 the permission hereby granted extends to its termination in thirty
22 years, or the City orders removal of the pipeline system pursuant
23 to the terms of this ordinance, then with 90 days after such
24 expiration, termination or order of removal, or prior to the date
25 stated in an Order to Remove, as the case may be, the Permittee
26 shall remove the pipeline system and shall place all portions of
27 the street that may have been disturbed for any part of the
28 structure, in as good condition for public use as they were prior
to construction, and, in at least as good condition in all
respects as the abutting portions thereof. Whereupon, the Board
shall issue a certificate discharging Permittee from
responsibilities under this ordinance for occurrences after the
date of such discharge.

Section 5. The Permittee shall not construct, reconstruct,
relocate, readjust or repair the pipeline system except under the
supervision, and in strict accordance with plans^{CS192} and

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1 specifications, approved by the Board before any work or repair is
2 commenced. The Board in its judgment may order such
3 reconstruction, relocation, readjustment or repair of the pipeline
4 system at the Permittee's own cost and expense because of the
5 deterioration or unsafe condition of the pipeline system, grade
6 separations, or the installation, construction, reconstruction,
7 maintenance, operation or repair of any and all municipally owned
8 public utilities, or for any other cause. Additional expense
9 incurred in the construction, repair, alteration or maintenance of
10 any public utility, which expense is occasioned by the presence of
11 said pipeline system, is to be borne by said Permittee, payment
12 therefor shall be made to the City Treasurer within thirty (30)
13 days after statements rendered by the City. Further, Permittee
14 shall, during operation and maintenance of these pipelines protect
15 other underground utilities from any and all damage, including but
16 not limited to corrosion damage as a result of the construction,
17 maintenance or operation of a cathodic protection system,
18 installed by Permittee.

15 Section 6. The Permittee, its successors and assigns shall,
16 during the construction, reconstruction, maintenance or operation
17 of said pipeline system, make every effort not to disturb or
18 damage any pavements, curbs, sidewalks, or any other property on
19 or at the surface of the streets, or any line of pipes or
20 conduits, or other property beneath the surface of the streets.
21 In the event damage is caused by such construction,
22 reconstruction, maintenance or operation of said pipeline system,
23 said Permittee shall, at its own cost and expense, repair or cause
24 to be repaired, any damage therein caused, and place all property
25 in as good condition as it was prior to the occurrence of said
26 damage, and shall pay all costs and expenses whenever such repair
27 is done by the owner.

27 Section 7. Notwithstanding termination or expiration of the
28 permission granted, or closure or removal of the pipeline system,
the Permittee shall remain bound by its obligations under this
ordinance until (a) the pipeline system and all its equipment and
property are removed from the street, (b) the area is cleared and

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1 restored in a manner and to condition satisfactory to the Board,
2 and (c) the Board certifies that the Permittee has discharged its
3 obligations herein; Provided, that upon prior notice to the
4 Permittee and entry of written findings that such is in the public
5 interest, the Board may, in its sole discretion, excuse Permittee,
6 conditionally or absolutely, from compliance with all or any of
7 Permittee's obligations to remove the pipeline system and its
8 property and restore areas disturbed.

9 Section 8. The pipeline system shall remain the exclusive
10 responsibility of the Permittee. The Permittee, by its acceptance
11 of this ordinance and the permission hereby granted, does release
12 the City from any and all claims resulting from damage or loss to
13 its own property and does covenant and agree for itself, its
14 successors and assigns, with The City of Seattle to at all times
15 protect and save harmless The City of Seattle from all claims,
16 actions, suits, liability, loss, costs, expense or damages of
17 every kind and description (excepting only such damages that may
18 result from the sole negligence of the City), which may accrue to,
19 or be suffered by, any person or persons, including without
20 limitation, damage or injury to the Permittee, its officers,
21 agents, employees, contractors, invitees, tenants and tenants'
22 invitees, licensees or their successors and assigns, by reason of
23 the maintenance, operation or use of said pipeline system or the
24 occupation or use of a City street, alley, or any portion thereof,
25 or by reason of anything that has been done, or may at any time be
26 done, by the Permittee, its successors or assigns, by reason of
27 this ordinance, or by reason of the Permittee, its successors or
28 assigns, failing or refusing to strictly comply with each and
every provision of this ordinance; and if any such suit, action or
claim shall be filed, instituted or begun against the City, the
Permittee, its successors or assigns, shall, upon notice thereof
from the City, defend the same at its or their sole cost and
expense, and in case judgment shall be rendered against the City
in any suit or action, the Permittee, its successors or assigns,
shall fully satisfy said judgment within 90 days after such action
or suit shall have been finally determined, if determined

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adversely to the City.

1 Section 9. For as long as the Permittee, its successors and
2 assigns, shall exercise any permissions granted by this ordinance
3 and until the pipeline system is entirely removed from its
4 location as described in Section 1 or until discharged by order of
5 the Board of Public Works as provided in Section 12 of this
6 ordinance, it shall at its own expense deliver to the Director of
7 Engineering for filing with the City Clerk, general comprehensive
8 policies of public liability insurance, which policies must be
9 approved by the City Attorney as to form and coverage and which
10 policies must fully protect the City from any and all claims and
11 risks in connection with (a) construction reconstruction,
12 operation, maintenance, use, or existence of the pipeline system
13 and of any and all portions of the pipeline system permitted by
14 this ordinance, (b) Permittee's activity upon or use or occupation
15 of the areas described in Section 1 of this ordinance, and (c) any
16 and all claims and risks in connection with any activity performed
17 by Permittee by virtue of the permission granted by this
18 ordinance. Each such policy or policies must specifically name
19 The City of Seattle as an additional insured party thereunder and
20 provide the following minimum coverage and minimum limits:

21 Minimum Coverage: General, comprehensive liability insurance
22 for any injury, death, damage, and/or loss of any sort
23 sustained by any person, organization, or corporation
24 (including any liability of the City to Permittee, its
25 officers, agents and/or employees and any liability of
26 Permittee to The City of Seattle, its officers, agents and/or
27 employees) in connection with (a) operation, maintenance, use
28 or existence of the pipeline system and of any and all
portions of the pipeline system permitted by this ordinance,
(b) any activity upon or use or occupancy of the area
described in Section 1 of this ordinance and (c) for any
activity performed by Permittee by virtue of the permission
granted pursuant to this ordinance:

Minimum Limits: (Primary and excess) - not less than those
otherwise carried by Permittee and in any event not less than

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Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate.

1 Each such policy or endorsement thereto must contain the following
2 provisions:

3 "The City of Seattle is named as an additional insured for
4 all coverage provided by this policy of insurance and shall
5 be fully and completely protected by this policy for all
6 risks and for any and every injury, death, damage and loss of
7 any sort sustained by any person, organization or corporation
8 (including any liability of the City to Permittee Olympic
9 Pipe Line Company, its successors and assigns, any of its
10 employees and/or agents and any liability of Permittee to The
11 City of Seattle, its officers, agents and employees) in
12 connection with (a) operation, maintenance, use or existence
13 of the pipeline system and any appurtenances thereto,
14 permitted by The City of Seattle ordinance granting Olympic
15 Pipe Line Company permission to operate and maintain a
16 pipeline system (b) activities of Olympic Pipe Line Company
17 its successors and assigns, upon use or occupation of the
18 areas described in Section 1 of the authorizing ordinance,
19 and (c) any activity performed by Olympic Pipe Line Company,
20 its successors and assigns by virtue of the permission
21 granted by the aforesaid ordinance.

22 "The coverage provided by this policy to The City of Seattle
23 or any other named insured shall not be terminated, reduced
24 or otherwise changed in any respect without providing at
25 least 30 day's prior notice to The City of Seattle,
26 Attention: Director of Engineering."

27 Whenever, in the judgment of the Mayor of The City of
28 Seattle, such insurance filed pursuant to the provisions hereof
shall be deemed insufficient to fully protect The City of Seattle,
the Permittee shall, upon demand by the Mayor, furnish additional
insurance in such amount as may be specified by the Mayor.

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Section 10. Olympic Pipe Line Company shall require that any and all of its contractors performing construction work on the premises as contemplated by this permit, name the City of Seattle as an additional insured on all policies of public liability insurance, and shall include in all pertinent contract documents a provision extending construction indemnities and warranties granted to Olympic Pipe Line Company to the City as well.

Section 11. Bond: Within 60 days after the effective date of this ordinance the Permittee shall deliver to the Director of Engineering for filing with the City Clerk a good and sufficient bond in the sum of Fifty Thousand Dollars (\$50,000.00) executed by a surety company authorized and qualified to do business in the State of Washington conditioned that the Permittee will comply with each and every provision of this ordinance and with each and every order of the Board pursuant thereto; provided, that if the Mayor of the City in his judgement shall deem any bond or bonds filed to be insufficient and demand a new or additional bond, the Permittee shall furnish a new or additional bond in such amount as the Mayor may specify to be necessary to fully protect the City. Said bond shall remain in effect until such time as the pipeline system is entirely removed from its location as described in Section 1, or until discharged by order of the Board of Public Works as provided in Section 12 of this ordinance.

Section 12. The Permittee shall not assign, transfer, mortgage, pledge or encumber any privileges conferred by this ordinance without the consent of the City Council by resolution. If permission is granted, the assignee or transferee shall be bound by all of the terms and conditions of this ordinance.

The permission conferred by this ordinance shall not be assignable or transferable by operation of law.

Section 13. That the Permittee, its successors and assigns, shall pay to the City such amounts as may be justly chargeable by said City as costs of inspection of said pipeline system during construction, reconstruction or at other times under the direction of the Board of Public Works and shall promptly pay to the City in advance upon statements rendered by the director of Engineering an

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annual fee of Twenty Six Thousand Fifty Nine Dollars (\$26,059.00) for the first five years of the permit. The fee will then be re-evaluated by the City Appraiser and a new annual fee will be established by resolution of the City council for the next five years of the permit. All payments shall be made to the City Treasurer for the credit of the General Fund.

Section 14. Non-discrimination: The Permittee shall not discriminate against any employee or applicant for employment in connection with the design, architectural or structural engineering work of the construction, repair, or maintenance of the pipeline system permitted pursuant to this ordinance, on the basis of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, and ancestry, age, national origin, or the presence of any sensory, mental or physical handicap unless based upon bona fide occupational qualification. The foregoing commitment shall be implemented as follows:

a. the Permittee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, sex, national origin, or the presences of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. the Permittee shall post in conspicuous places available to such employees and applicants for such employment, notices setting forth the provisions of this non-discrimination clause.

c. the Permittee shall furnish to the Direction of Human Rights or a successor official (the "Director"), upon his or her request and on such forms as may be provided, a report of the affirmative action taken in implementing this provision and will permit reasonable access to its records for the purposes of determining compliance with this Section. If, upon investigation the Director finds probable cause to believe that the Permittee has failed to comply with any of the terms of this Section, the

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1 Permittee and the Board will be so notified in writing. The Board
2 shall give the Permittee at least 10 days' notice and a hearing
3 hereon. If the Board finds that there has been a violation of
4 this Section, the Board may suspend the permission conferred
5 pending full compliance with the terms of this Section.

6 Failure to comply with any of the terms of this provision
7 shall be a material violation of this ordinance.

8 The foregoing paragraphs shall be inserted in any
9 subcontracts for work undertaken pursuant to this ordinance in
10 connection with the design, architectural or structural
11 engineering work or the construction, reconstruction repair, or
12 maintenance of the pipeline system permitted hereunder, unless the
13 Director authorizes the use of another equality of employment
14 opportunity provision.

15 Section 15. The permission herein granted, and any renewals
16 or extensions of that permission, are conditioned upon Permittee's
17 continued compliance with the terms of the indemnity agreement
18 executed by the City and Permittee on 1992 and filed with the City
19 Clerk under CF 299070 and incorporated herein by reference.

20 Section 16. Acceptance. The Permittee shall deliver its
21 written acceptance of the permission conferred by this ordinance
22 and its terms and conditions to the Director of Engineering within
23 60 days after the effective date of this ordinance. The
24 acceptance shall be filed with the City Clerk. If no such
25 acceptance is received by then, the privileges provided by this
26 ordinance shall be deemed declined or abandoned; and the
27 permission extended, contingent upon its acceptance, deemed lapsed
28 and forfeited.

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1 Permittee and the Board will be so notified in writing. The Board
2 shall give the Permittee at least 10 days' notice and a hearing
3 hereon. If the Board finds that there has been a violation of
4 this Section, the Board may suspend the permission conferred
5 pending full compliance with the terms of this Section.

6 Failure to comply with any of the terms of this provision
7 shall be a material violation of this ordinance.

8 The foregoing paragraphs shall be inserted in any
9 subcontracts for work undertaken pursuant to this ordinance in
10 connection with the design, architectural or structural
11 engineering work or the construction, reconstruction repair, or
12 maintenance of the pipeline system permitted hereunder, unless the
13 Director authorizes the use of another equality of employment
14 opportunity provision.

15 Section 15. The permission herein granted, and any renewals
16 or extensions of that permission, are conditioned upon Permittee's
17 continued compliance with the terms of the indemnity agreement
18 executed by the City and Permittee on 1992 and filed with the City
19 Clerk under CF 299070 and incorporated herein by reference.

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21 written acceptance of the permission conferred by this ordinance
22 and its terms and conditions to the Director of Engineering within
23 60 days after the effective date of this ordinance. The
24 acceptance shall be filed with the City Clerk. If no such
25 acceptance is received by then, the privileges provided by this
26 ordinance shall be deemed declined or abandoned; and the
27 permission extended, contingent upon its acceptance, deemed lapsed
28 and forfeited.

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