

ORIGINAL

FILED NO. 21175
CITY OF BELLEVUE
DATE 12/29/94
R. McCoy
CITY CLERK'S OFFICE

FRANCHISE AGREEMENT

WHEREAS, the Town of Hunts Point and the City of Bellevue desire to enter into a franchise agreement to allow the City of Bellevue to continue to use the public rights-of-way in the Town of Hunts Point for the purpose of operating the City of Bellevue's water distribution and wastewater utilities within the Town of Hunts Point; now therefore,

The Town of Hunts Point and the City of Bellevue agree as follows:

SECTION 1. GRANT OF FRANCHISE. The Town of Hunts Point hereby grants to the City of Bellevue, Washington, and its successors and assigns, the right, privilege, authority and non-exclusive franchise to continue to enter upon, use and occupy the public rights-of-way and utility easements of the Town of Hunts Point, Washington, for constructing, maintaining, repairing, renewing and operating water distribution and wastewater collection systems and accessories, in, upon, under, across and through said public rights-of-way and utility easements within the Town of Hunts Point.

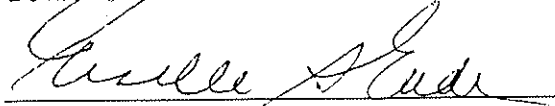
SECTION 2. FRANCHISE FEE. The City of Bellevue agrees to pay the Town of Hunts Point a quarterly franchise fee in the amount of 6.5% of the quarterly gross revenues of the City of Bellevue's water and sanitary sewer utilities derived from the operations of said utilities within the Town of Hunts Point. The franchise fee provided herein shall be in lieu of any other tax, fee or charge, direct or indirect, imposed by the Town of Hunts Point on the operations of the City's utilities within the Town of Hunts Point. The City of Bellevue is authorized to withhold an amount not to exceed \$100 from any individual payment to recover its costs of processing such payment.

SECTION 3. ADJUSTMENT TO RATE OF FRANCHISE FEE. The franchise fee rate set forth in Section 2 above may be modified at any time by the Town of Hunts Point. The Town of Hunts Point shall provide the City of Bellevue with written notice of any modification of such rate no later than forty-five (45) days prior to the effective date of such modification.

SECTION 4. TERM AND EFFECTIVE DATE. This agreement shall take effect upon execution by both parties and shall remain in effect for a period of ten (10) years from the effective date. Upon the expiration of the ten (10) year term, this agreement shall

be automatically extended on a year to year basis unless either party gives the other party written notice of its intent to terminate this agreement at least sixty (60) days prior to the next succeeding automatic renewal date.

TOWN OF HUNTS POINT

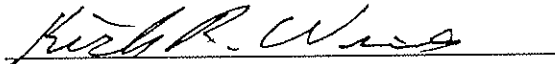


By: Erselle S. Eade

Its: Mayor

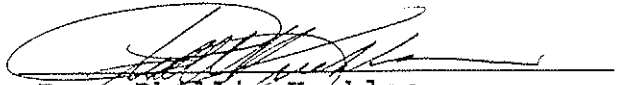
Date: November 14, 1994

Approved as to form:



Kirk R. Wines, Town Attorney

CITY OF BELLEVUE

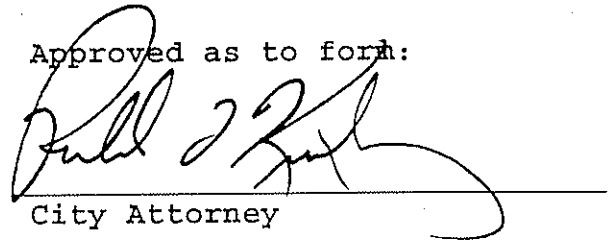


By: Phillip Kushlan

Its: City Manager

Date:

Approved as to form:



City Attorney