

ORDINANCE NO. 2553

AN ORDINANCE AMENDING ORDINANCE 2529 GRANTING TO LAKES MOBILE HOME PARK, LLC THE RIGHT AND FRANCHISE TO USE AND OCCUPY DESIGNATED STREETS, ALLEYS, AND OTHER PUBLIC PLACES AND WAYS OF THE CITY OF MOSES LAKE, WASHINGTON, TO CONSTRUCT, MAINTAIN, REPAIR, RENEW AND OPERATE A WATER DISTRIBUTION SYSTEM WITHIN AND THROUGH CERTAIN PORTIONS OF THE CITY OF MOSES LAKE, WASHINGTON

THE CITY COUNCIL OF THE CITY OF MOSES LAKE, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Location of Franchise: That Lakes Mobile Home Park, LLC, its successors and assigns, be and it is hereby granted the right, privilege and franchise to construct, operate, and maintain a private 8" irrigation main to cross under the proposed Truman Drive approximately 35' east of the west boundary of the BPA easement within the Crossroads Phase 3 Major Plat located in the City limits to the limitations herein set forth and provided, further, that this grant is a non-exclusive grant.

Section 2. Term: The rights, privileges and franchise hereby granted to and conferred upon the grantee shall, unless this franchise be sooner terminated, extend for the full term of twenty-five (25) years from the date of the acceptance hereof by the grantee and the grantee shall, within thirty (30) days after the date of the passing of this ordinance, file with the Finance Director, its written acceptance of all terms and conditions of this ordinance, and if such acceptance is not filed as herein provided, this ordinance shall be null and void in all respects as if never passed.

Section 3. Assignment: All rights and privileges granted, and duties imposed by this ordinance upon the grantee shall extend to and be binding upon its successors, legal representatives, or assigns, but this privilege and the rights granted under this ordinance cannot be transferred by the grantee, either by assignments, sale, merger, consolidation, operation of law or otherwise without first obtaining the written consent of the City thereto, to be expressed by a resolution.

Section 4. Contractual Relationships: This ordinance and written acceptance thereof by the grantee shall constitute the contract between the City of Moses Lake and the grantee and the same shall be binding upon and inure to the benefit of the grantee, its successors and assigns, under the conditions herein imposed.

Section 5. Construction and Maintenance: All of the grantees water distribution system and facilities shall be maintained in good order and condition and in accordance with standard engineering practice and with all lawful governmental regulations. The City shall have the authority at all times in furtherance of safety, convenience, and welfare of the public to control by appropriate regulations the location, elevation, and manner of construction and maintenance of the grantee's water system property and facilities on the City streets and public places subject to the provisions of any state laws applicable thereto and such regulations shall be in conformance with the standard remedy by the City and shall not prevent the City from thereafter declaring a forfeiture for any reason herein stated, nor shall the delay of the City in declaring a forfeiture stop it from thereafter doing so.

Section 6. Liability and Indemnification: The grantee, by its use of this right and privilege, covenants and agrees with the City to at all times protect and save harmless the City from all claims, accidents, suits, liability, loss, expense of damage of every kind and description which may be suffered by any person or persons, firm, corporation or to any building, or any damage arising out of the ownership, excavation, installation, construction, repair or operation of said water system or any act done by the grantee under this right and privilege.

The Grantee will maintain in full force and effect, with an insurance carrier or carriers authorized to transact business in the State of Washington, the following insurance:

- A. Grantee agrees to provide certificates of insurance in the amount of \$1,000,000.

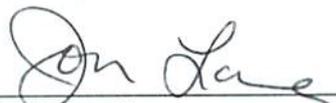
B. It is agreed in the certification of insurance that a thirty (30) day prior written notice will be given to the City of Moses Lake in the event of cancellation or a material change in coverage.

Section 7. Cost of Publication: Cost of publications and advertisements for public hearings shall be reimbursed to the City by Lakes Mobile Home Park, LLC.

Section 8. Severability: In the event that any sentence, clause, paragraph, or section of this ordinance be held void by any court, it shall not affect the balance thereof.

Section 9. This ordinance shall take effect and be in force five (5) days after its passage and publication of its summary as provided by law.

Adopted by the City Council and signed by its Mayor on March 23, 2010.



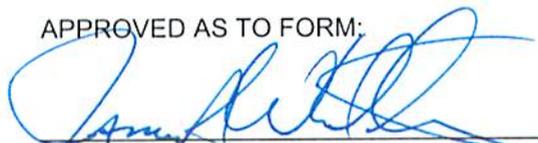
Jon Lane, Mayor

ATTEST:



Ronald R. Cone, Finance Director

APPROVED AS TO FORM:



James A. Whitaker, City Attorney