

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 13-3-20A

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
INTERNATIONAL PLAZA – 16005 INTERNATIONAL BLVD, SEATAC, WA**

WHEREAS, the Board of Commissioners of Highline Water District has heretofore approved an application for the above-titled extension; and

WHEREAS, said extension has been found to have been constructed in accordance with the District's standards; and

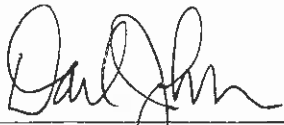
WHEREAS, pressure, bacteriological and other tests have been made and the results have proven satisfactory. The General Manager agrees with the recommendation for acceptance of said extension.

NOW, THEREFORE, BE IT RESOLVED:

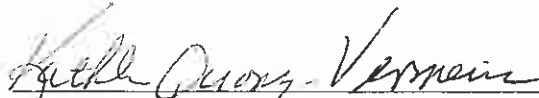
1. The above-entitled extension to the District's system is hereby accepted by the District, subject to the guarantee and other provisions of the Developer Extension Agreement on file at the District's office.
2. The Bill of Sale, notarized on November 29, 2012 and executed by Robin Loudon, President, International Plaza Corporation, is hereby accepted and attached as Exhibit A, along with system map.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an Open Public Meeting held this **20th** day of **March 2013**.

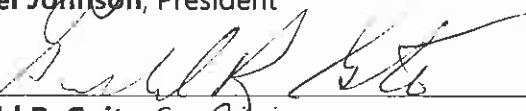
BOARD OF COMMISSIONERS



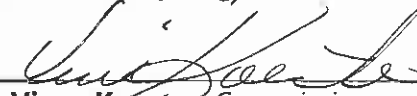
Daniel Johnson, President



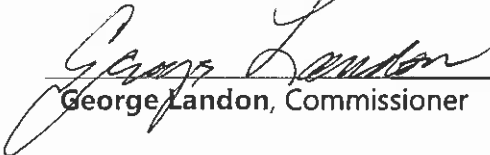
Kathleen Quong-Vermeire, Secretary



Gerald R. Guite, Commissioner



Vince Koester, Commissioner



George Landon, Commissioner

HIGHLINE WATER DISTRICT

BILL OF SALE

Know all men by these presents that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor,

International Plaza Corporation, does by the presents hereby convey, set over, assign, transfer and sell to **HIGHLINE WATER DISTRICT**, King County, Washington, a municipal corporation, the following described water mains and all appurtenances thereto, situated in King County, Washington.

LOCATION 16005 International Blvd., Seattle, WA

ALONG:	<u>On Site</u>	FROM:		TO:	
ALONG:		FROM:		TO:	

DESCRIBED WATER MAINS & APPURTENANCES

LF INSTALLED:	MAIN	<u>27</u>	SIZE/TYPE:	<u>4" OE</u>	# VALVES:	<u>1</u>	SIZE:	<u>4"</u>
LF INSTALLED:	MAIN		SIZE/TYPE:		# VALVES:		SIZE:	
# HYDRANT(S):			#SERVICES		MISC:	<u>One 4" ODCVA</u>		

The said Grantor hereby certifies that it is the sole owner of all of the property above described; that it has full power to convey the same and that it will defend the said title of said water district against any and all persons lawfully making claim thereto. The total cost of installing the above described extension to the present water district system, including labor and materials, is Seven Thousand Four hundred Dollars (\$7,400.00).

The Developer's Maintenance Bond will be for 50% of this amount.

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this 29th day of November, 2012.

[Signature]

PRES
Title

Title

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this _____ day of _____, _____, before me the undersigned, A Notary Public, personally appeared _____, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that it was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Signature of Notary

Print or stamp name of Notary

Notary Public for the State of Washington,
residing at _____.

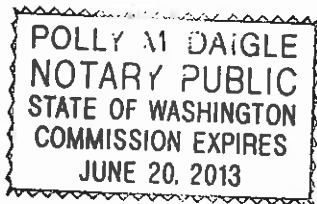
My appointment expires _____

CORPORATION ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 29 day of November, 2012, before me the undersigned, a Notary Public, personally appeared Robin Loudon, to me known to be the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he (she or they) was (were) authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Polly M. Daigle
Signature of Notary

Polly M. Daigle
Print or stamp name of Notary

Notary Public for the State of Washington,
residing at King County.

My appointment expires 6-20-2013



20130116001424

HIGHLINE WATER EAS 78.00
PAGE-001 OF 007
01/16/2013 11:47
KING COUNTY, WA

Return Address:

HIGHLINE WATER DISTRICT
P.O. BOX 3867
23828 30TH AVE. S.
KENT, WA 98032

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Utility Easement
- 2. Right of Entry
- 3.

Reference Number(s) of Documents assigned or released: 0922049380

Additional reference #'s on page

Grantor(s) (Last name first, then first name and initials)

- 1. International Plaza Corp.
 - 2. Loudon, Robin
- Additional names on 2nd & 4th page of Utility Easement

EXCISE TAX NOT REQUIRED
King Co. Records
By David H. Meader Deputy
DAVID H. MEADER

Grantee(s) (Last name first, then first name and initials)

- 1. Highline Water District
 - 2.
- Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range): NE Sec 28 Twn 23 Rng 04

Additional legal is on pages Exhibits A, & B of Legal Description.

Assessor's Property Tax Parcel/Account Number(s) 9409400115

Assessor Tax # not yet assigned.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**HIGHLINE WATER DISTRICT
UTILITY EASEMENT**

The Grantor, International Plaza Corp, does hereby grant to Highline Water District, King County, Washington, a municipal corporation, Grantee, its successors and assigns, an easement and right-of-way over, through, under, across, upon and in the following-described property & situated in the City of SeaTac, King County, Washington, to-wit:

See attached Exhibit "A" - International Plaza

for the construction, operation, maintenance, repair and/or replacement of a water pipeline and appurtenances thereto, together with all rights of ingress and egress to and from said easement for all purposes necessary and related thereto.

Grantee and its agents, designees or assigns shall have the right, without prior institution of any suit or proceeding at law, and without prior notice to Grantor, at such time as Grantee deems necessary to enter upon said property, by foot or vehicle, for the installation, repair, reconstruction or maintenance of water facilities and appurtenances without incurring any legal obligation or liability therefore, provided that such shall be accomplished in a manner that existing private improvements shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the property was entered upon by the Grantee.

Grantor hereby agrees that no building, wall rockery, trees or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within three feet of said water service facilities other than for repairs, and the surface level of the ground within the easement area shall be maintained at the elevation as currently existing. In the event that this provision is violated, the Grantee shall have the right to require removal of any such structure and same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantor additionally grants to the Grantee, its agents, designees or assigns the use of such additional area immediately adjacent to said easement area as shall be agreed upon with grantor for the construction, re-construction, maintenance and operation of said water service facilities. The use of such additional area shall be held to a reasonable minimum and be returned to its condition existing immediately before the property was entered upon by Grantee or its agents.

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this 29th day of NOVEMBER 2012



President, International Plaza Corp

Title

Corporate Acknowledgement

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 29th day of November, 2012, before me the undersigned, a Notary Public, personally appeared Robin Loudon, to me known to be the President of International Plaza Corp., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

POLLY M. DAIGLE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 20, 2013

Polly M. Daigle
Signature of Notary
Polly M. Daigle
Print or stamp name of Notary
Notary Public for the State of
residing at King County
My appointment expires: 6-20-2013

Document

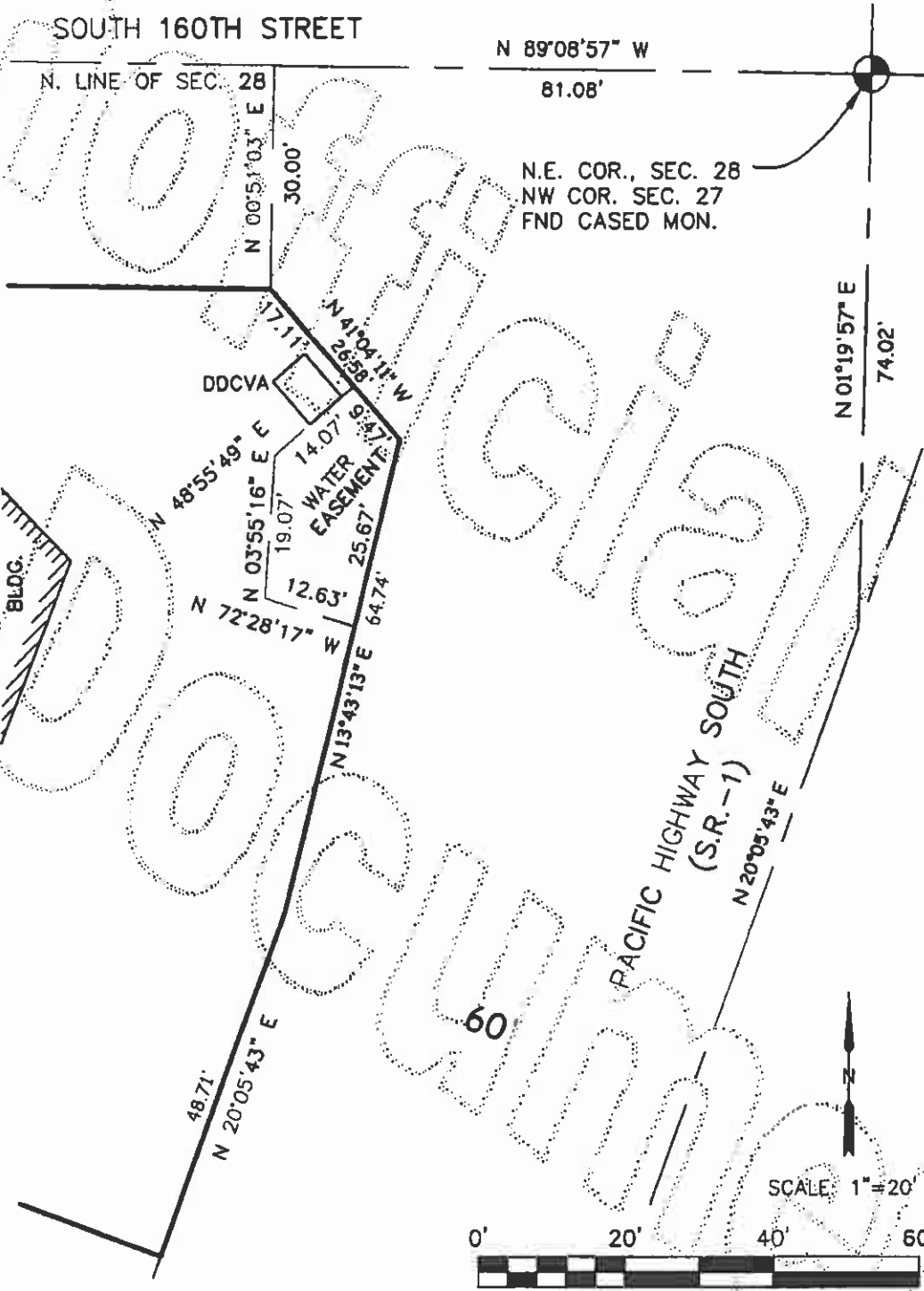
EXHIBIT "A"

LEGAL DESCRIPTION FOR WATER EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH $89^{\circ}08'57''$ WEST, ALONG THE NORTH LINE OF SAID SECTION 28, A DISTANCE OF 81.08 FEET;
THENCE SOUTH $0^{\circ}51'03''$ WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH MARGIN OF SOUTH 160TH STREET;
THENCE SOUTH $41^{\circ}04'11''$ EAST ALONG SAID SOUTH MARGIN, A DISTANCE OF 17.11 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH $41^{\circ}04'11''$ EAST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 9.47 FEET TO THE WEST MARGIN OF PACIFIC HIGHWAY SOUTH (STATE HWY. PSH NO. 1);
THENCE SOUTH $13^{\circ}43'13''$ WEST, ALONG SAID WEST MARGIN, A DISTANCE OF 25.67 FEET;
THENCE NORTH $72^{\circ}28'17''$ WEST, A DISTANCE OF 12.63 FEET;
THENCE NORTH $3^{\circ}55'16''$ EAST, A DISTANCE OF 19.07 FEET;
THENCE NORTH $48^{\circ}55'49''$ EAST, A DISTANCE OF 14.07 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

EXHIBIT FOR WATER EASEMENT



HIGHLINE WATER DISTRICT

Right of Entry Agreement

INTERNATIONAL PIZZA CORP. hereinafter referred to as "Owner", is the Owner of the property legally described in Exhibit "A" attached hereto. The address of such property is: 16005 INTERNATIONAL BVD. SEATTLE, WA 98188

Owner grants to Highline Water District the right to enter upon the above described property for purposes of reading and maintaining the by-pass water meter and Touch Read Pit Lid (TRPL) attached to the Four inch double deflector check valve assemble (DDCVA) installed inside the fire vault. The Owner shall retain ownership of the cement vault and the Four inch DDCVA.

Except for access necessary to maintain and operate said by-pass water meter and TRPL, all rights granted hereby shall be limited to the portions of Owner's property approximately portrayed by the two red lines and connected symbols also in red all as shown on Exhibit "B" attached hereto.

Highline Water District and the Owner agree that the Owner shall not alter the installed Four inch DDCVA and vault, including covering or obstructing access to the vault, without the prior written approval of Highline Water District. Any damage caused by the Owner or their agents to the by-pass meter and/or TRPL shall be repaired by Highline Water District at the Owner's expense.

Owner agrees and understands that this perpetual right-of-entry document will be recorded with the County Auditor and will be binding upon heirs, successors and assigns of Owner.

Owner and Highline Water District agree that the Owner has incurred no displacement costs or relocation costs by virtue of the Agreement. Highline Water District agrees to furnish, install, operate and maintain the by-pass meter and TRPL in a reasonable condition and to do the work in a workmanlike manner, promptly, neatly, and with as little interference to the real property and improvements thereon of Owner as reasonably practicable. Ownership of the by-pass meter and TRPL on the described parcel of real property shall remain the property of Highline Water District.

BY: [Signature]
TITLE: PRES, INT'L PIZZA CORP
Dated this 14th day of JUNE 2001

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

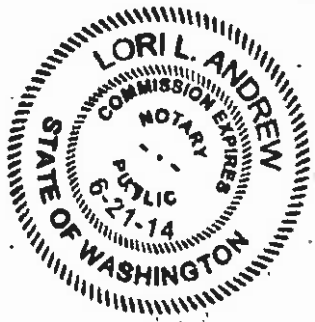
On this _____ day of _____, _____, before me the undersigned, A Notary Public, personally appeared _____, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that it was signed as a free and voluntary act and deed for the uses and purposes therein mentioned. IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Signature of Notary
Print or stamp name of Notary
Notary Public for the State of Washington, residing at _____
My appointment expires _____

CORPORATION ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 14th day of June, 2011, before me the undersigned, a Notary Public, personally appeared Robin M. Lovd, to me known to be the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he (she or they) was (were) authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation. IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



<i>Lori Andrew</i> Signature of Notary
Lori Andrew Print or stamp name of Notary
Notary Public for the State of Washington, residing at <u>Seattle</u>
My appointment expires <u>6/21/14</u>

Agenda Item No.: 3.1
Agenda Date: 03/20/2013
Reviewed By: SD

Subject: Developer Extension – Accept Project as Complete
International Plaza

ATTACHMENTS:

1. Resolution
2. Map
3. Bill of sale
4. Utility Easement
5. Right-of-Entry

BACKGROUND:

Name of DE: International Plaza
Name of Developer: International Plaza Corporation
Plat or Subdivision:

Scope of Work: Provide and install approximately 27 LF of 4" DI water main, one 1" water service, one 4" fire device, one 4" valve and related appurtenances needed to provide fire, and domestic water service to the new International Plaza retail / office facility.

Resolution # Authorize DE: 11-6-15B

GENERAL LOCATION OF DE: 16005 International Blvd., Seatac, WA

Bill of Sale Dated: 11/29/2012

Signed by: Robin Loudon, President
International Plaza Corporation

Requesting Latecomers

Payback Agreement?: Yes No N/A

Deposit Paid?: Yes No N/A

Amt. of Deposit: \$2,000.00

Explanation: This is the final step in the developer extension process. This resolution authorizes acceptance of the developer extension, and staff has verified that it is complete in accordance with the District's standards.