

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 13-4-17D**

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM  
SEGALE BLDG 101 – 180XX SOUTHCENTER PARKWAY, TUKWILA, 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

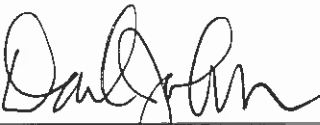
**WHEREAS**, pressure, bacteriological and other tests have been made and the results have proven satisfactory. The General Manager agrees with the recommendation for acceptance of said extension.

**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 5, 2010 and executed by Mark Segale, Vice President, Segale Properties, LLC, 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 **17th** day of **April 2013**.

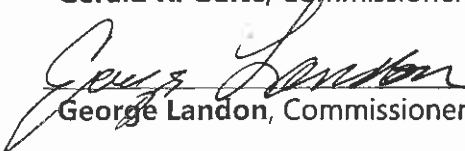
**BOARD OF COMMISSIONERS**



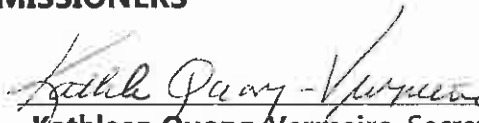
**Daniel Johnson**, President



**Gerald R. Guite**, Commissioner



**George Landon**, Commissioner



**Kathleen Quong-Vermeire**, Secretary



**Vince Koester**, Commissioner

# HIGHLINE WATER DISTRICT

EXHIBIT A

## 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,

Segale Properties LLC, 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** 18100 Andover Park West

<b>ALONG:</b>		<b>FROM:</b>		<b>TO:</b>	
<b>ALONG:</b>		<b>FROM:</b>		<b>TO:</b>	

Water main

### DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
Water main	8"	904	\$39.00	\$35,256.00
Water main	6"	80	\$29.00	\$2,320.00
Air vac	2"	1	\$900	\$900.00
Fire hydrant		3	\$2,800	\$8,400.00
Gate valve	8"	2	\$1,500	\$3,000.00
Gate valve	6"	4	\$1,200	\$4,800.00
DDCV	6"	1	\$5,000	\$5,000.00
DDCV	2"	2	\$750	\$1,500.00
<b>Total Cost of Water Improvements</b>				<b>\$61,176.00</b>

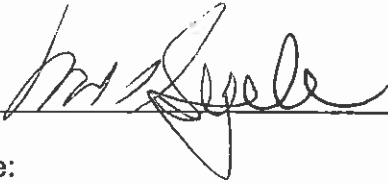
The said Grantor hereby certifies that it is the sole owner of all of the property above described; that it has full power to convey the same and that it will defend the said title of said water district against any and all persons lawfully making claim thereto. The total cost of installing the above described extension to the present water district system, including labor and materials is:

Sixty one thousand one hundred  
seventy six and 00/100 \_\_\_\_\_ Dollars (\$ 61,176.00 ).

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

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this

5<sup>th</sup> Day Of November, 2010



Vice President of Metro Land Development  
Inc., Segale Properties LLC manager

Title:

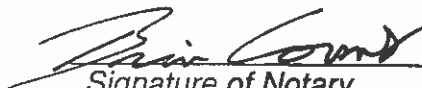
Title:

**CORPORATION ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

On this 5 day of November, 2010, before me the undersigned, a Notary Public, personally appeared Mark Segale, 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.

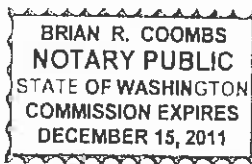
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

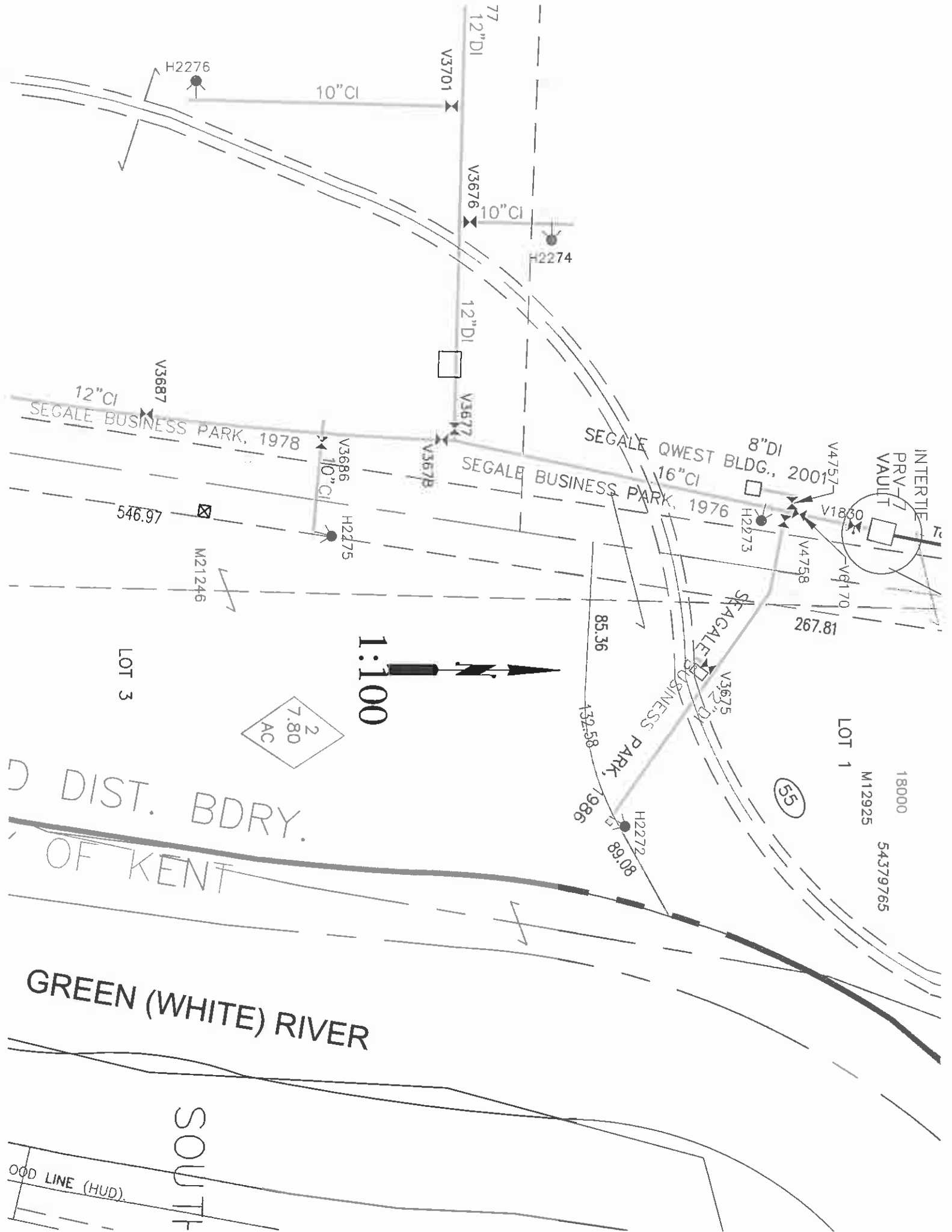
  
\_\_\_\_\_  
Signature of Notary

Brian Coombs  
\_\_\_\_\_  
Print or stamp name of Notary

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

My appointment expires 12/15/11





H2276

10" CI

V3701

12" DI

V3676

10" CI

H2274

12" DI

V3687

12" CI

SEGALE BUSINESS PARK, 1978

V3686

10" CI

H2275

546.97

M21246

SEGALE BUSINESS PARK, 1976

SEGALE QWEST BLDG., 2007

8" DI

16" CI

H2273

V4757

V1830

267.81

LOT 1

M12925

54379765

18000

1:100

2  
7.80  
AC

LOT 3

DIST. BDRY.

OF KENT

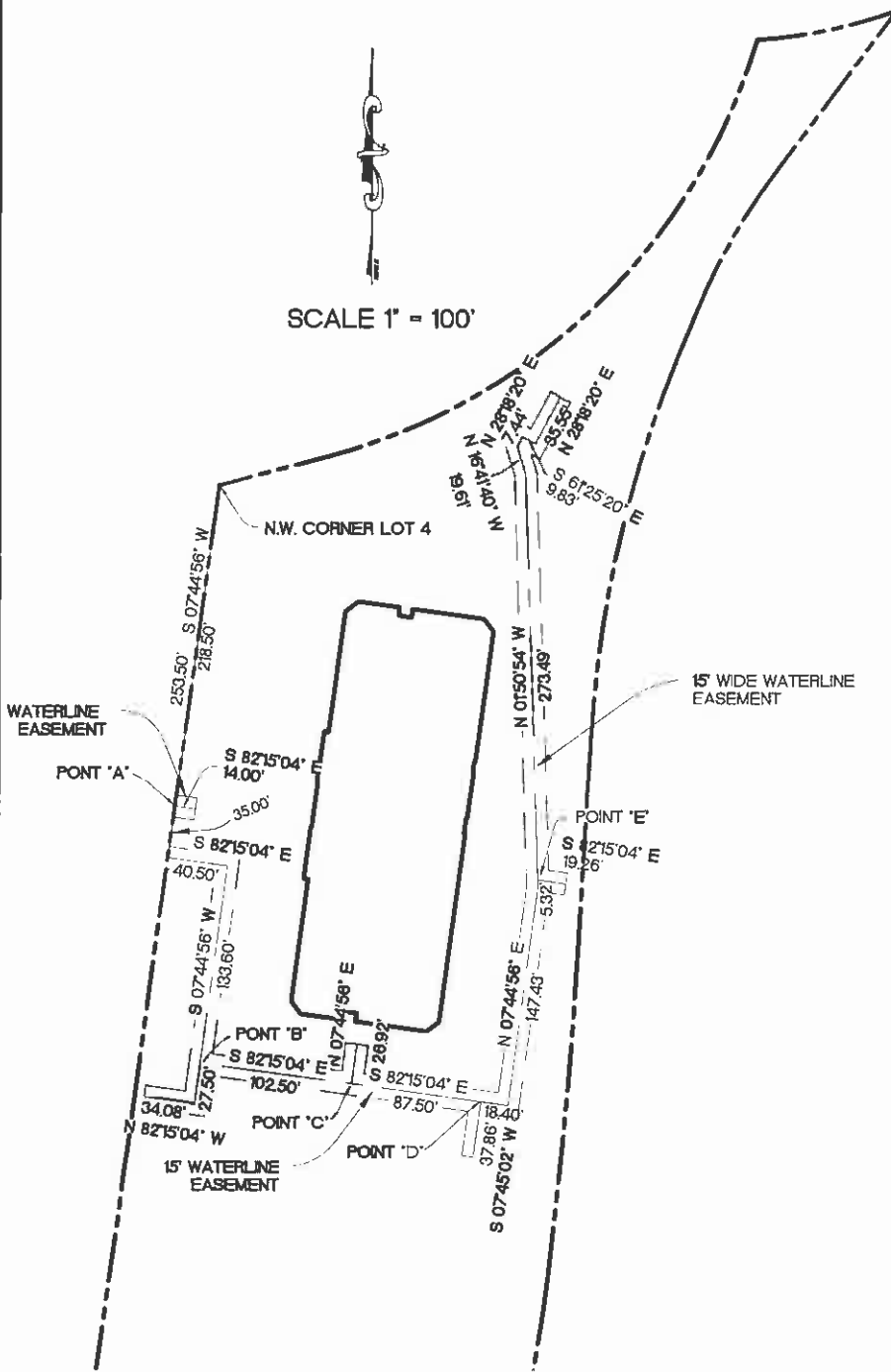
GREEN (WHITE) RIVER

SOUTH

OOD LINE (HUD).



SCALE 1" = 100'



HIGHLINE WATER DISTRICT  
UTILITY EASEMENT

The Grantor, Segale Properties LLC, a Washington limited liability company, grants and conveys to Highline Water District, King County, Washington, a municipal corporation, Grantee, its successors and assigns, an easement and right-of-way ("Easement") over, through, under, across, upon and in the following-described real property & situated in the City of Tukwila , King County, Washington (the "Property"), to-wit:

The Property and the Easement more particularly legally described and depicted on **Exhibits A** and **B**, respectively, attached hereto and incorporated herein in full by this reference.

for the construction, operation, maintenance, repair and replacement of a water pipeline and appurtenances thereto, together with all rights of ingress and egress to and from the 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 the Property, by foot or vehicle, for the construction, operation, maintenance, repair and replacement 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.

All right, title and interest that may be used and enjoyed without interfering with the Easement rights herein conveyed are reserved to the Grantor. Subject to Grantee's prior written approval, such approval not to be unreasonably withheld, Grantor shall have the right to relocate the Easement and Grantee's water facilities therein to a location approved by Grantee at Grantor's sole cost and expense; provided, Grantor shall provide Grantee with a new easement for the relocated water facilities, and shall install such new water facilities pursuant to and in compliance with the terms and conditions of Grantee's developer extension agreement, including Grantee's applicable standard specifications and details for water extensions.

Grantor hereby agrees that no building, wall rockery, trees or structure of any kind (collectively "Obstructions") shall be erected or planted, nor shall any fill material be placed within the boundaries of the Easement area and no excavation shall be made within three feet of the water facilities within the Easement without Grantee's prior written approval, such approval not to be unreasonably withheld. Additionally, the surface level of the ground within the Easement area shall be maintained at the elevation existing at the time of the grant of this Easement unless a change in the surface level is approved in writing by Grantee. In the event

that this provision is violated, the Grantee shall have the right to require removal of any such Obstruction and same shall be accomplished within a reasonable period of time and at Grantor's sole cost and expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

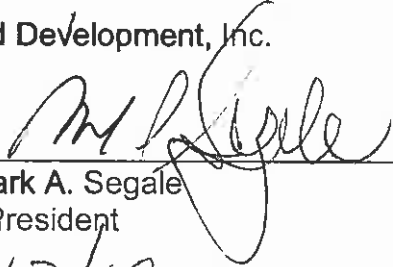
Grantor additionally grants to the Grantee, its agents, designees or assigns the use of such additional area immediately adjacent to the Easement area as shall be required for the construction, re-construction, maintenance and operation of said water service facilities. The use of such additional area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

The covenants, terms and conditions contained in this Easement are intended to and shall run with the Property and shall be binding on Grantor and Grantee and their respective successors, heirs and assigns. Grantor warrants Grantor owns fee title to the Property and warrants to Grantee quiet enjoyment of the rights granted in this Easement, subject to any existing encumbrances of record. Upon its execution by the Grantor and Grantee, this Easement shall be recorded with the King County Department of Records and Elections, King County , Washington.

IN WITNESS WHEREOF, the Easement has been executed the day and year set forth below

SEGALE PROPERTIES LLC,  
a Washington limited liability company

By Metro Land Development, Inc.  
Its Manager

By:   
Name: Mark A. Segale  
Its: Vice President

Dated: 3/12/13

HIGHLINE WATER DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_





STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of HIGHLINE WATER DISTRICT to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_

NAME: \_\_\_\_\_

(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

Exhibit A

Legal Description of the Easement Area

A 15.00 FOOT WIDE STRIP OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE W.M., KING COUNTY, WASHINGTON, SAID 15.00 FOOT WIDE STRIP BEING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4 OF CITY OF TUKWILA BOUNDARY LINE ADJUSTMENT NO. 93-0085, RECORDED UNDER KING COUNTY RECORDERS NO. 9311301961; THENCE SOUTH 07° 44' 56" WEST ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 218.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING SOUTH 07° 44' 56" WEST ALONG SAID WESTERLY LINE 35.00 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE; THENCE LEAVING SAID WESTERLY LINE SOUTH 82° 15' 04" EAST 40.50 FEET; THENCE SOUTH 07° 44' 56" WEST 133.60 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUING SOUTH 07° 44' 56" WEST 27.50 FEET; THENCE NORTH 82° 15' 04" WEST 34.08 FEET TO THE TERMINUS OF THIS CENTERLINE; ALSO BEGINNING AT THE AFOREMENTIONED POINT "B"; THENCE SOUTH 82° 15' 04" EAST 102.50 FEET TO A POINT REFERRED TO AS POINT "C"; THENCE CONTINUING SOUTH 82° 15' 04" EAST 87.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D"; THENCE CONTINUING SOUTH 82° 15' 04" EAST 18.40 FEET; THENCE NORTH 07° 44' 56" EAST 147.43 FEET; THENCE NORTH 01° 50' 54" WEST 5.32 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E"; THENCE CONTINUING NORTH 01° 50' 54" WEST 273.49 FEET; THENCE NORTH 16° 41' 40" WEST 19.61 FEET; THENCE NORTH 28° 18' 20" EAST 7.44 FEET; THENCE SOUTH 61° 25' 20" EAST 9.83 FEET; THENCE NORTH 28° 18' 20" EAST 35.55 FEET TO THE TERMINUS OF THIS CENTERLINE.

ALSO BEGINNING AT THE AFOREMENTIONED POINT "C"; THENCE NORTH 07° 44' 56" EAST 26.92 FEET TO THE TERMINUS OF THIS CENTERLINE.

ALSO BEGINNING AT THE AFOREMENTIONED POINT "D"; THENCE SOUTH 07° 44' 56" WEST 37.86 FEET TO THE TERMINUS OF THIS CENTERLINE.

ALSO BEGINNING AT THE AFOREMENTIONED POINT "E"; THENCE SOUTH 82° 15' 04" EAST 19.26 FEET TO THE TERMINUS OF THIS CENTERLINE.



20110819000333

HIGHLINE WATER MISC  
PAGE-001 OF 004  
08/19/2011 11:19  
YING COUNTY, WA

65.00

**Return Address:**  
HIGHLINE WATER DISTRICT  
P.O. BOX 3867  
23828 30<sup>TH</sup> 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 <u>must</u> be filled in)
1. <b>Right of Entry</b>
Reference Numbers (s) of Documents assigned or released:
Additional reference #'s on page _____ of legal description
Grantor(s) (Last name first, then first name and initials)
1. <b>Segale Properties LLC</b>
2.
<input type="checkbox"/> Additional names on 1st page of Utility Easement
Grantee(s) (Last name first, then first name and initials)
1. <b>Highline Water District</b>
2.
<input type="checkbox"/> Additional names on page _____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range <b>NE-35-23-04</b> )
<input type="checkbox"/> Additional legal is on pages _____ of Utility Easement Legal Description.
Assessor's Property Tax Parcel/Account Number: <b>3523049121</b>
<input type="checkbox"/> 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

## Right of Entry Agreement

Segale Properties LLC hereinafter referred to as "Owner", is the Owner of the property legally described in Exhibit "A" attached hereto. The address of such property is: 18100 Andover Park West

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 6 inch double detector check valve assemble (DDCVA) installed inside the fire vault. The Owner shall retain ownership of the cement vault and the 6 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 6 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.

The terms and conditions of the Addendum to Right of Entry Agreement attached hereto are incorporated herein by this reference.

BY: 

TITLE: Vice President of Metro Land Development, Inc.  
Segale Properties LLC manager

Dated this 5 day of November, 2000

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

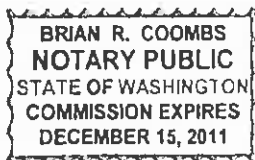
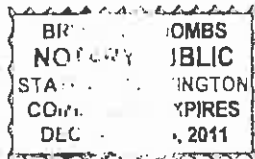
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned, A Notary Public, personally appeared \_\_\_\_\_, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that it was signed as a free and voluntary 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 5 day of November, 2010, before me the undersigned, a Notary Public, personally appeared Mark Segale, 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>Brian Coombs</i> Signature of Notary
Brian Coombs Print or stamp name of Notary
Notary Public for the State of Washington, residing at <u>Tukwila</u>
My appointment expires <u>12/15/11</u>

**Addendum to Right of Entry Agreement**  
**between Segale Properties LLC and Highline Water District**

1. To the greatest extent permitted by law, Grantee shall defend, protect and indemnify Grantor and save it harmless from and against any and all losses, costs, claims, suits, liabilities, causes of action and expenses of any kind or nature that may be imposed upon or asserted against Grantor, (1) arising from any act, omission or negligence of Grantee or Grantee's employees, agents, contractors, guests, invitees or licensees in or about the right of entry area or Grantor's property, or (2) arising from any accident, injury or damage to any person or property, occurring in or about the right of entry area or Grantor's property, including such as may be caused by or result from the concurrent negligence of Grantor and any other party, arising from, related to or in connection with the rights granted under this Right of Entry Agreement.
2. All right, title and interest that may be used and enjoyed without interfering with the rights herein conveyed are reserved to the Grantor.
3. Upon ninety (90) days prior written notice from Grantor to Grantee, Grantee shall relocate the right of entry area and Grantee's systems to a location mutually acceptable to Grantor and Grantee, provided however, that such relocation shall be at Grantor's sole cost and expense.
4. The rights herein granted shall continue until such time as Grantee ceases to use the right of entry area for a period of two (2) successive years. In such event, this Right of Entry Agreement shall terminate, and any improvements remaining in the right of entry area, shall revert to or otherwise become the property of Grantor, and Grantee upon request of Grantor, shall provide Grantor with a document in recordable form releasing to Grantor any and all of Grantee's rights to the right of entry area.

**[End of Addendum to Right of Entry Agreement]**

Agenda Item No.: 3.1  
Agenda Date: 4/17/2013  
Reviewed By: [Signature]

Subject: Developer Extension – Accept Project as Complete  
Segale 101 Bldg

**ATTACHMENTS:**

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

**BACKGROUND:**

**Name of DE:** Segale 101 Bldg  
**Name of Developer:** Segale Properties, LLC  
**Plat or Subdivision:** Segale Business Park  
**Scope of Work:** Provide and install approximately 904 LF of 8" DI water main, 80 LF 6" DI water main, 3 fire hydrants, one 1 ½" domestic service, one 1 ½" irrigation service, one 2" valve, two 2" valves and related appurtenances necessary to provide irrigation, domestic water and fire protection to the new Segale 101 Building.  
**Resolution # Authorize DE:** 10-4-27A

**GENERAL LOCATION OF DE:** 180XX Southcenter Parkway, Tukwila, WA  
**Bill of Sale Dated:** 11/05/2010  
**Signed by:** Mark Segale, Vice President  
Segale Properties, LLC

**Requesting Latecomers**  
**Payback Agreement?:** Yes  No  N/A   
**Deposit Paid?:** Yes  No  N/A

**Amt. of Deposit:** \$5,000.00  
**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.