

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 13-11-6A

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
WESTWOOD RIDGE – 18712 4TH AVENUE SOUTH, BURIEN, 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 October 9, 2013 and executed by Dave Sanson, Managing Member, 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 **6th** day of **November 2013**.

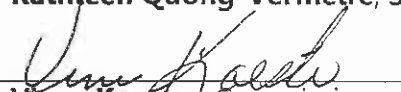
BOARD OF COMMISSIONERS



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,

Denova Northwest 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 187XX 4TH Ave So., Burien, WA

ALONG:	South 187 TH St	FROM:	4 TH Ave S	TO:	End of lot 10
ALONG:		FROM:		TO:	

DESCRIBED WATER MAINS & APPURTENANCES

LF INSTALLED:	MAIN	640	SIZE/TYPE:	8" DIP	# VALVES:		SIZE:	
LF INSTALLED:	MAIN		SIZE/TYPE:		# VALVES:		SIZE:	
# HYDRANT(S):		2	#SERVICES	16	MISC:			

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 Seventy Six Thousand One Hundred Eleven Dollars (\$ 76,111).

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

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

9TH day of OCTOBER, 2013.



PRESIDENT

Title

Title

State of California)
County of Contra Costa)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On October 9, 2013 before me, Sophia Duran, Notary Public,
(here insert name and title of the officer)

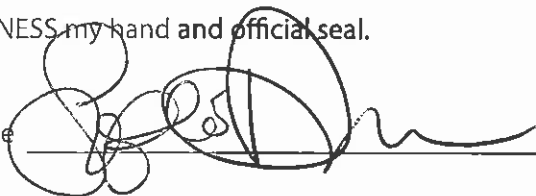
personally appeared Dave Sanson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____
containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

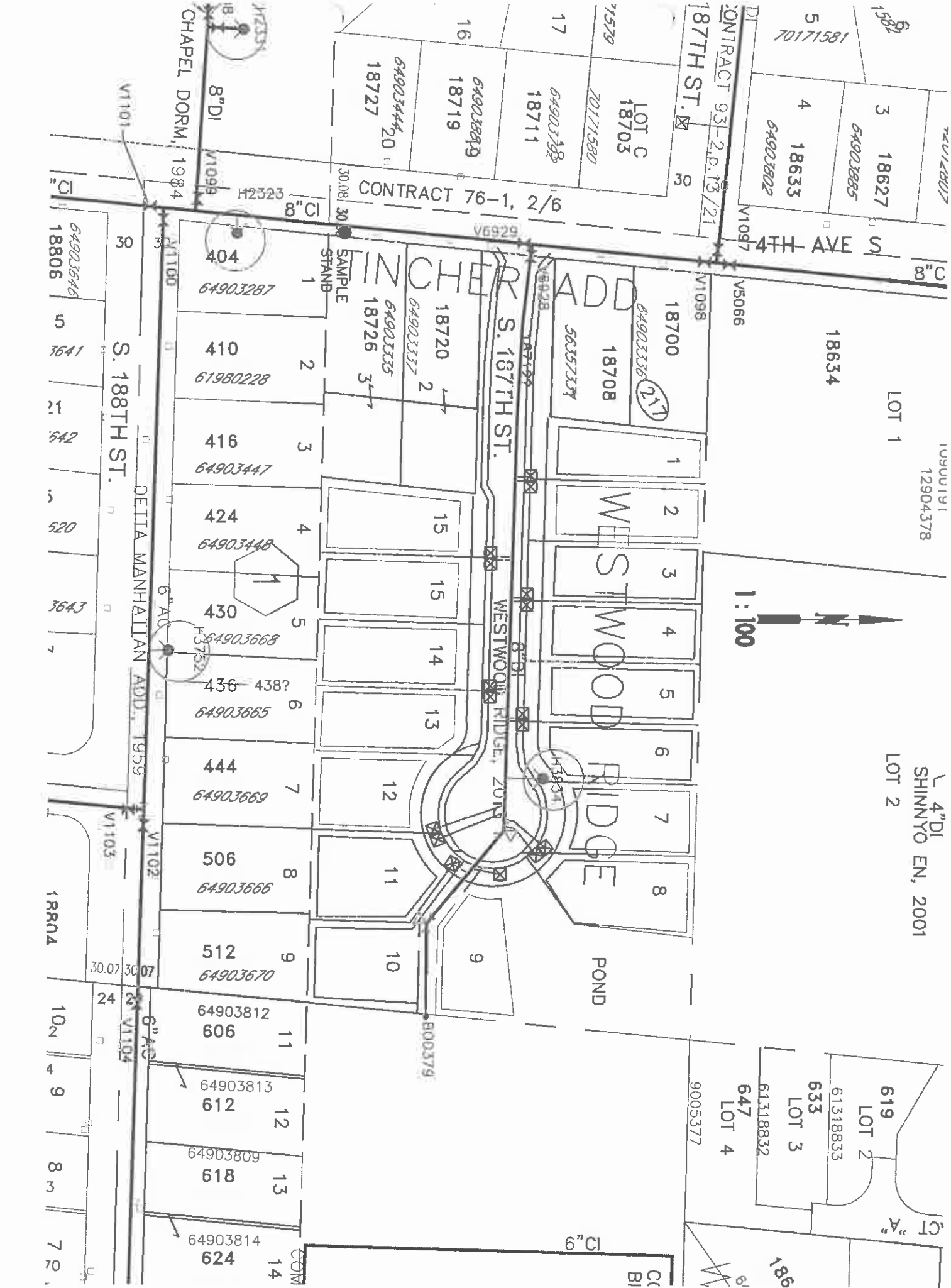
Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)



74012807

3	18627	64903885
4	18633	64903802
5	70171581	

LOT C
18703
20171580
64903182
18711

64903849
18719
64903444
18727

12904378
LOT 1

1	18700	64903336
2	18708	56357339

4" DI SHINNYO EN, 2001
LOT 2

1	18720	64903337
2	18726	64903335

LOT 3
LOT 4

619	61318833
633	61318832
647	9005377

INCHER ADD
S. 187TH ST.
WESTWOOD RIDGE, 2013

1	404	64903287
2	410	61980228
3	416	64903447
4	424	64903448
5	430	64903668
6	436	64903665
7	444	64903669
8	506	64903666
9	512	64903670
10	512	64903812
11	606	64903813
12	612	64903809
13	618	64903814
14	624	

S. 188TH ST.
DELTA MANHATTAN ADD, 1959

5	3641	64903646
6	3642	
7	3643	
8	3644	
9	3645	
10	3646	
11	3647	
12	3648	
13	3649	
14	3650	
15	3651	
16	3652	
17	3653	
18	3654	
19	3655	
20	3656	
21	3657	
22	3658	
23	3659	
24	3660	

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.

Reference Numbers (s) of Documents assigned or released: 3223049333

Additional reference #'s on Exhibit A of legal description

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

1. **Denova Northwest LLC**
 2. **Sanson, David B., Manager**
- Additional names on page 1 of Utility Easement

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 SW SEC32-TWN23-RNG04

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

Assessor's Property Tax Parcel/Account Number: 322304933

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, Denova Northwest, LLC, 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 Burien, King County, Washington, to-wit:

See Exhibit A attached hereto and incorporated herein by this reference,

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. The easement area is more particularly described and shown on Exhibits B and C attached hereto and incorporated herein by reference.

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, 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 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 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 21 day of 2013.

Denova Northwest LLC


By: David B. Sanson, Manager

State of California)
County of Contra Costa)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On October 21, 2013 before me, Sophia Duran, Notary Public,
(here insert name and title of the officer)

personally appeared David B. Sanson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____ containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

EXHIBIT 'A'

LEGAL DESCRIPTION OF EASEMENT AREA

EASEMENT BEING A 15-FOOT STRIP OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32;

THENCE ALONG THE EAST LINE THEREOF, NORTH 05°14'42" EAST 91.29 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST LINE, NORTH 05°14'42" EAST 15.03 FEET;

THENCE NORTH 88°35'02" WEST 72.89 FEET;

THENCE NORTH 52°58'50" WEST 56.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 76°33'31" WEST 50.00 FEET;

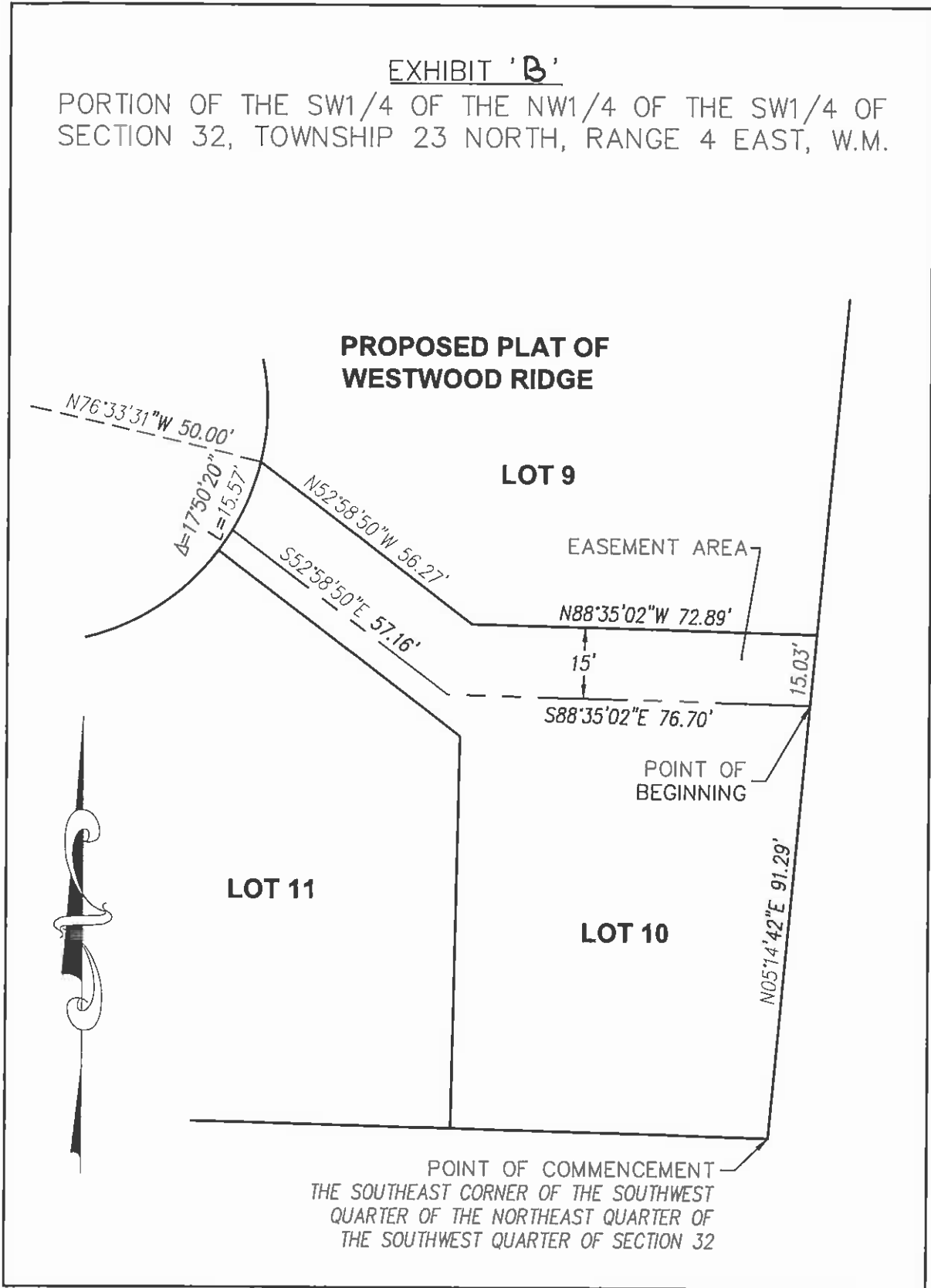
THENCE ALONG SAID CURVE 15.57 FEET THROUGH A CENTRAL ANGLE OF 17°50'20";

THENCE SOUTH 52°58'50" EAST 57.16 FEET;

THENCE SOUTH 88°35'02" EAST 76.70 FEET TO THE BEGINNING;

EXHIBIT 'B'

PORTION OF THE SW1/4 OF THE NW1/4 OF THE SW1/4 OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.



Highline Water District Westwood Ridge

Name of Project: Westwood Ridge

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS that whereas Highline Water District, King County, Washington, a Washington municipal corporation, hereinafter designated as "*the District*" has entered into a contract dated May 15, 2013, with Denova Northwest, LLC, hereinafter designated as "*the developer*", providing for construction of water mains and appurtenances and connection to the main lines of the District, which contract is on file at the District offices and by this reference is made a part hereof.

Whereas said contract and the "*contract documents*" composing it are on file at the water district office and are incorporated herein by reference, and made a part hereof as though fully set forth; and

Whereas said Developer is required under the terms of said contract to furnish a Maintenance Bond for 50% of the actual and total documented costs for the installation of water main and related appurtenances and faithful performance thereof for a period of two (2) years, or until the District inspects and releases said project.

Now Therefore we, the undersigned Developer, as principal, and Developers Surety and Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Iowa and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound unto said water district in the sum of Thirty Eight Thousand Fifty Five Dollars (\$38,055.00) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

The conditions of this obligation are such that the Developer, his heirs, representatives or successors or assigns shall well and truly keep and observe all of the covenants, conditions and agreements in said contract, and contract documents, and shall faithfully perform all of the provisions of the said contract and contract documents, and pay all contractors, laborers, mechanics, sub-contractors and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall pay all obligations arising under the said contract, including taxes, and shall indemnify and save harmless the District, its officers and agents, from any pecuniary loss, including legal fees and expense, resulting from the breach of any of the covenants, conditions or agreements to be performed by the developer.

No change, extension of time, alteration or addition to the work to be performed under

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FILES\CONTENT.OUTLOOK\NP4AWU2\MAINTENANCE_BOND-164 LM 09 25
13.DOCX

REF #: 164

REVISED: 3/23/04

Page 1 of 1

this contract shall in any way affect the Developer's or Surety's obligation on this bond, & Surety does hereby waive notice of any change, extension of time, alteration or additions to the work.

This bond is furnished in pursuance of the requirements of the said contract and contract documents, and is in accord with the provisions of Section 39.08.010 et. seq. of the Revised Code of Washington (RCW), and in addition to the other obligations herein contained, is made, executed and delivered by the Developer and Surety to the Owner for the laborers, mechanics, sub-contractors and material men, and all persons who supply such person(s) with provisions and supplies for the carrying on of the work covered by the said contract and contract documents.

IN WITNESS WHEREOF the said Developer and the said Surety caused this bond to be signed and sealed by their duly authorized officers or agents this First day of October, 2013.

DeNova Northwest, LLC

Developer



By

PROSIDENT

Title

Attorney-in-fact

Developers Surety and Indemnity Company

Surety



By

John J. Daley

Attorney-in-Fact

Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

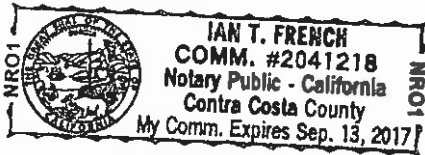
State of California

County of Contra Costa

On 10/01/2013 before me, Ian T. French, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley
Name(s) or Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Signature [Handwritten Signature]
signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Bond #724061M

Document Date: 10/01/2013 Number of Pages: two (2)

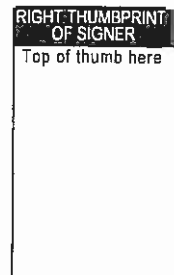
Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
 Individual
 Corporate Officer -- Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
Other: _____



Signer's Name: _____
 Individual
 Corporate Officer -- Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
Other: _____



Signer Is Representing: _____
 Developers Surety and Indemnity Company

Signer Is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint.

John J. Daley, Kenneth J. Goodwin, Linda Byas-Barnett, Teagan Chastain, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this May 23, 2013.

By *Daniel Young*
Daniel Young, Senior Vice-President

By *Gregg N. Okura*
Gregg N. Okura, Vice-President



State of California
County of Orange

On May 23, 2013 before me, Gina L. Garner, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Gregg N. Okura
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gina L. Garner

Gina L. Garner, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 1st day of October, 2013

By *Mark J. Lansdon*
Mark J. Lansdon, Assistant Secretary

State of California)
County of Contra Costa)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On October 1, 2013 before me, Sophia Duran, Notary Public
(here insert name and title of the officer)

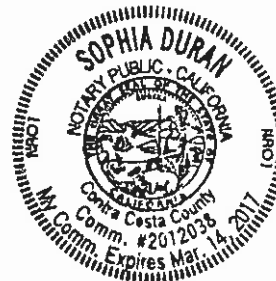
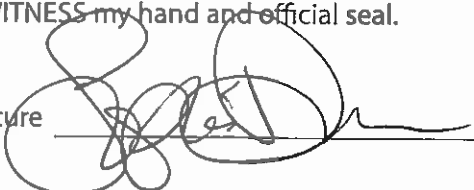
personally appeared David Sanson

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WITNESS my hand and official seal.

Signature _____



(Seal)

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- Attorney-in-Fact
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Title(s)

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- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	_____

Agenda Item No.: 3.1
Agenda Date: 11/06/2013
Reviewed By: BD

Subject: Developer Extension – Westwood Ridge - Accept Project as Complete

ATTACHMENTS:

1. Resolution
2. Map
3. Bill of sale
4. Utility Easement
5. Maintenance Bond

BACKGROUND:

Name of DE: Westwood Ridge
Name of Developer: V4 Partners LLC
Plat or Subdivision: Plat of Westwood Ridge
Scope of Work: Provide and install approx. 630 lf 8" DI water main, 30 lf 6" DI water main, 1 fire hydrant, sixteen ¾" domestic water services, and related appurtenances necessary to provide domestic water service and fire suppression to sixteen new single family residents..

Resolution # Authorize DE: 13-5-15D

GENERAL LOCATION OF DE: 18712 4th Ave S., Burien, WA 98166
Bill of Sale Dated: 10/9/13

Signed by: Dave Sanson, Managing Member

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

Deposit Paid?: Yes No N/A

Amt. of Deposit: \$6,000.00

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.