

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 13-12-4A

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
MADELINE MEADOWS – 27835 32ND PL S, AUBURN, 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

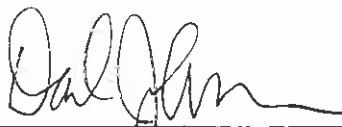
WHEREAS, pressure, bacteriological and other tests have been made and the results have proven satisfactory. The General Manager agrees with the recommendation for acceptance of said extension.

NOW, THEREFORE, BE IT RESOLVED:

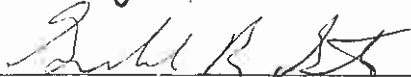
1. The above-entitled extension to the District's system is hereby accepted by the District, subject to the guarantee and other provisions of the Developer Extension Agreement on file at the District's office.
2. The Bill of Sale, notarized on November 7, 2013 and executed by David Litowitz, President, 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 **4th** day of **December 2013**.

BOARD OF COMMISSIONERS



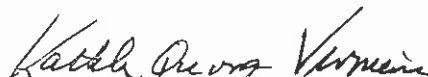
Daniel Johnson, President



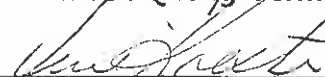
Gerald R. Guite, Commissioner



George Landon, Commissioner



Kathleen Quong-Vermeire, Secretary



Vince Koester, 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,

Landmark Homes Inc., 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

ALONG: <u>So. 279th Street</u>	FROM: <u>31st Place South</u>	TO: <u>32nd Place South</u>
ALONG: <u>32nd place South</u>	FROM: <u>Station 11+39, 32nd pl. So.</u>	TO: <u>So. 280th Street</u>

DESCRIBED WATER MAINS & APPURTENANCES

LF INSTALLED:	MAIN	664LF	SIZE/TYPE:	8" DI	# VALVES:	4	SIZE:	8"
LF INSTALLED:	MAIN	17LF	SIZE/TYPE:	6" DI	# VALVES:	1	SIZE:	6"
# HYDRANT(S):		1	#SERVICES	13	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 Fifty Seven Thousand Two Dollars (\$57,236.00).

hundred thirty six.

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

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this 7th day of November, 2013.

Paul J. [Signature] President _____
 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 1st day of November, 2013, before me the undersigned, a Notary Public, personally appeared David Litowitz, 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.



Brianne C. McKay
Signature of Notary

Brianne C. McKay
Print or stamp name of Notary

Notary Public for the State of Washington,
residing at Riyallup

My appointment expires 4/8/2016

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

This Agreement ("Agreement") is made this **22TH** day of **November, 2013**, by and between the Highline Water District, a municipal corporation ("District"), and **Landmark Homes, Inc.** ("Developer") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

SECTION 1: RECITALS

- 1.01 The District and the Developer are parties to a developer extension contract dated the **8th** day of **August, 2013** ("Extension Contract") regarding the construction of certain water extension improvements ("Extension Improvements") for the project known as **Madeline Meadows** ("Project") referenced therein.
- 1.02 Pursuant to Section 11 "Insurance and Bonding" of the Extension Contract, the Developer is required to furnish the District with a maintenance bond to insure compliance with the District's standards and specifications and the terms and conditions of the Extension Contract covering a two (2) year period from the date of the District's acceptance of the Extension Improvements. Pursuant to such provision, the Developer desires to furnish the District with a cash maintenance bond in lieu of a surety maintenance bond as the required by the Extension Contract.
- 1.03 The District will accept, hold and disburse such cash as the maintenance bond as set forth below.
- 1.04 Therefore, the Parties, in consideration of the terms and conditions herein stated, now agree as follows:

SECTION 2: CASH MAINTENANCE BOND

- 2.01 The Developer shall provide the District cash funds ("Funds") in the amount of U.S. **Twenty-eight thousand six hundred eighteen dollars & 0/100**, to guarantee Developer's performance of the maintenance obligations referenced in Section 1.02 above.
- 2.02 The District shall hold and deposit the Funds in an interest-bearing deposit account in US Bank ("Bank"), such account to be in the sole name of the District. District shall have the right to direct the Bank regarding the disposition of the Funds pursuant to this Agreement without the Developer's consent.
- 2.03 The conditions under which the District will disburse or utilize the Funds for the completion of the Developer's obligations under the Extension Agreement are such that:
 - a. If the Developer complies with the District's standards and specifications and the terms and conditions of the Extension Contract, remedies all damages to the District's system and the Extension Improvements resulting from the Developer's failure to properly perform the work under the Extension Contract, and remedies all damages or claims by other agencies or private owners, the District shall

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

disburse the Funds less charges for District administrative and other costs referenced in this Agreement to the Developer within thirty (30) days of such determination by the District; or

- b. If the Developer fails to comply with the District's standards and specifications and the terms and conditions of the Extension Contract, fails to remedy all damages to the District's system and the Extension Improvements resulting from the Developer's failure to properly perform the work under the Extension Contract, or fails to remedy all damages or claims by other agencies or private owners arising out of or relating to the Extension Contract, the District shall have the right to use the Funds to perform and complete the terms and conditions of the Extension Contract and remedy and satisfy all damages and claims arising out of or relating to the Extension Contract and the Bank shall immediately release the Funds to the District for that purpose upon demand by the District; in such event, the District shall return any unused Funds thereon to the Developer within thirty (30) days of the end of the two (2) year period referenced in Section 1.02 above.
- 2.04 Forfeiture and the District's use of the Funds as herein provided shall be in addition to all the rights and remedies granted by law, equity or contract to the District to seek reimbursement of damages incurred or to enforce the provisions of the Extension Agreement.

SECTION 3: PLEDGE AND SECURITY AGREEMENT

- 3.01 Developer hereby grants to the District, its successors and assigns, a security interest in the Funds pursuant to Chapter 62A.9A RCW, including RCW 62A.9A-312, 313 and 314, and as such statutes may be amended and revised, which Funds will be delivered to the District and placed in the District's possession and control. Developer further grants to the District a security interest in all proceeds of the Funds, whether in the form of profits, dividends, accrued interest or otherwise.
- 3.02 For purposes of the security interest granted herein, Bank shall be the agent of the District for possession of the Funds such that possession of the Funds by Bank shall be deemed to be possession and control of the Funds by the District.
- 3.03 Developer warrants that, except as provided for herein, Developer has full title to the Funds and the Funds are free and clear of any other security interest, encumbrance, or claim of right, title or ownership. Developer shall not create or permit the existence of any lien or security interest other than that hereby created in the Funds without the express written consent of the District nor shall Developer assign any interest in the Funds to any other person or entity without the District's written consent, such consent to be in the District's sole discretion.
- 3.04 Developer agrees to repay to the District all sums including, but not limited to, legal fees and costs which the District may expend or incur in conserving or protecting the

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

Funds, or in enforcing its security interest herein, including without limitation such sums as may be charged by Bank or any governmental entity with respect to the Funds. The sums agreed to be paid herein shall be secured by this Agreement.

- 3.05 The District shall have the right to enforce and collect on its security interest in the Funds in accordance with the terms and provisions contained in this Agreement. Enforcement and collection of the District's security interest in the Funds shall be in addition to all other rights and remedies placed by law, equity or contract to the District to seek reimbursement of additional damages incurred and/or to enforce the provisions of the Extension Agreement and this Agreement, should the Funds be insufficient to discharge the Developer's obligations to the District.

SECTION 4: GENERAL PROVISIONS

- 4.01 This Agreement shall serve as an addendum to the Extension Contract and shall supersede and amend such Extension Contract to the extent provided herein.
- 4.02 All time limits set forth herein are of the essence. The Parties agree to perform all obligations under this Agreement with due diligence.
- 4.03 In the event that this Agreement or any obligation secured by it is referred to an attorney to protect or defend the priority of the District's interest in the Funds, or for collection or realization procedures, Developer agrees to pay the District's reasonable attorneys' fees and costs incurred by the District and such fees and costs shall be secured by this Agreement
- 4.04 The District will cause to be performed certain services by its legal counsel, engineers and District personnel to carry out the foregoing purposes, including but not limited to the preparation and administration of this and any related agreements and documents. The Developer agrees to pay the cost of such services as a condition of the District's agreement herein.
- 4.05 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The State of Washington shall also be the jurisdiction for the Bank for the purposes of this Agreement pursuant to RCW 62A.9A-304(b). Venue for any action arising out of or relating to this Agreement shall lie in King County Superior Court.

HIGHLINE WATER DISTRICT

("District")

By _____

Its _____

Landmark Homes, Inc.

("Developer")

By  _____

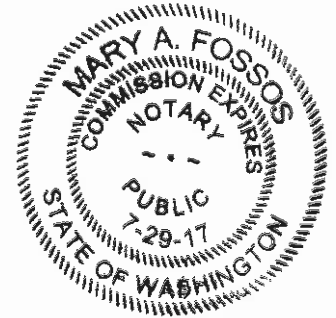
Its _____ President

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **David Litowitz** is the person who appeared before me, and said person acknowledged that He signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the **President** of **Landmark Homes, Inc.** to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: 11/22/13
Mary A Fossos
(Signature)
NAME: Mary A. Fossos
(Print Name)



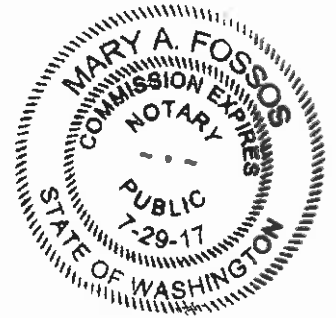
Notary Public in and for the State of Washington.
Commission Expires: 7/29/17

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 _____ signed this instrument, on oath stated that he/she 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: _____

(Signature)
NAME: _____
(Print Name)



Notary Public in and for the State of Washington.
Commission Expires: _____

Agenda Item No.: 3.1
Agenda Date: 12/04/13
Reviewed By: 

Subject: Developer Extension – Madeline Meadows - Accept Project as Complete

ATTACHMENTS:

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

BACKGROUND:

Name of DE: Madeline Meadows
Name of Developer: Landmark Homes, Inc.
Plat or Subdivision: Madeline Meadows
Scope of Work: Provide and install approx. 6464 lf 8" DI water main, 17 LF of 6" DI water main, 1 fire hydrant, twelve ¾" domestic water services, one ¾" irrigation service, four 8" valves, one 6" valve and related appurtenances necessary to provide domestic water service, irrigation and fire suppression to twelve new single family residents.

Resolution # Authorize DE: 13-8-7A

GENERAL LOCATION OF DE: 27835 32nd Pl S
Bill of Sale Dated: 11/7/13

Signed by: David Litowitz, President

**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.