

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 14-1-28A

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
NORMANDY PARK MARKET - 19805 1ST AVE S, NORMANDY PARK, 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 January 13, 2014 and executed by Tom T. O'Keefe, Manager, Medina Fund Four, 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 **28th** day of **January 2014**.

BOARD OF COMMISSIONERS



Kathleen Quong-Vermeire, President



Gerald R. Guite, Commissioner



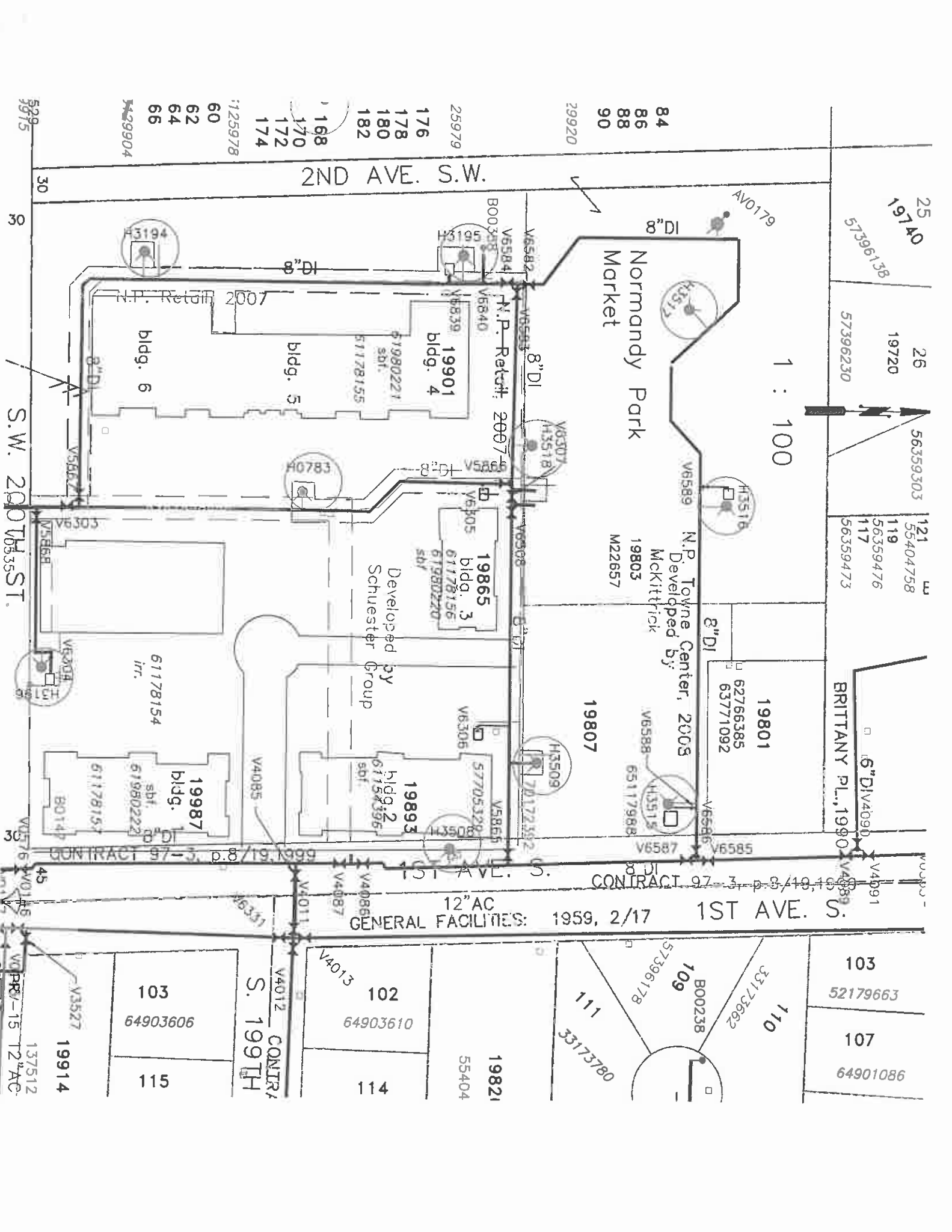
Vince Koester, Commissioner



George Landon, Secretary



Daniel Johnson, Commissioner



1 : 100

2ND AVE. S.W.

Normandy Park Market

N.P. Towne Center, 2005
Developed by
McKittick
19803
M22657

Developed by
Schuster Group

S.W. 200TH ST.

1ST AVE. S.

12" AC GENERAL FACILITIES: 1959, 2/17

1ST AVE. S.

25	19740	57396138
26	19720	57396230
121	56359303	56359478
119	56359476	56359473
117		
121	56359478	
119		
56359476		
117		
56359473		

84	86	88	90	29920	25979	176	178	180	182	168	170	172	174	1125978	60	62	64	66	1429904
N.P. Retail# 2007																			
N.P. Retail 2007																			
bldg. 4																			
bldg. 5																			
bldg. 6																			
19865 bldg. 3																			
19807																			
19801																			
19893 bldg. 2																			
19987 bldg. 1																			
19914																			

103	52179663	107	64901086
110	33173662	109	B00238
111	33173780	108	57396178
102	64903610	104	55404
101	64903606	105	19821
106	115	107	55404
108	19914	109	55404
112	137512	113	12" AC
114	137512	115	12" AC

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,

Medina Fund Four, 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 19809 - 1st Avenue South, Normandy Park

ALONG:	On-site improvements	FROM:		TO:	
ALONG:		FROM:		TO:	

DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
Watermain	8-inch DI	289 lf.	\$ 42.00	\$ 12,138.00
Gate Valve	8-inch	6 ea.	\$ 800.00	\$ 4,800.00
Fire Hydrant Assembly	5-1/4-inch MVD	2 ea.	\$ 4,200.00	\$ 8,400.00
DCVA with PIV & FDC	8-inch	1 ea.	\$ 20,000.00	\$ 20,000.00
Air-VAC Valve	2-inch	1 ea.	\$ 3,500.00	\$ 3,500.00
Gate Valve	6-inch	2 ea.	\$ 500.00	\$ 1,000.00
Fitting and Blocking	6-inch/8-inch	8 ea.	\$ 250.00	\$ 2,000.00
Blow-off Assembly	2-inch	1 ea.	\$ 2,500.00	\$ 2,500.00
Total Cost of Water Improvements				\$ Continued...

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:

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,

Medina Fund Four, 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 19809 - 1st Avenue South, Normandy Park

ALONG:	On-site improvements	FROM:		TO:	
ALONG:		FROM:		TO:	

DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
Watermain	4-inch DI	30 lf.	\$ 28.00	\$ 840.00
Watermain	8-inch DI	350 lf.	\$ 42.00	\$ 14,700.00
Gate Valve	8-inch	3 ea.	\$ 800.00	\$ 2,400.00
Gate Valve FLxMJ	4-inch	1 ea.	\$ 300.00	\$ 300.00
DCVA	4-inch	1 ea.	\$ 8,000.00	\$ 8,000.00
Fire Hydrant Assembly	5-1/4-inch MVD	1 ea.	\$ 4,200.00	\$ 4,200.00
Domestic Meter	2-inch	1 ea.	\$ 2,500.00	\$ 2,500.00
Irrigation Meter	1-inch	1 ea.	\$ 2,000.00	\$ 2,000.00
Water Vault		1 ea.	\$ 3,000.00	\$ 3,000.00
Total Cost of Water Improvements				\$ 92,278.00

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:

Ninety-two thousand and two hundred and seventy-eight Dollars (\$ 92,278.00).

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

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

13 Day Of January, 2014 ~~2007~~

[Handwritten Signature]

Title: MANAGER Title: [Signature]
LIMITED LIABILITY COMPANY
CORPORATION ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 13th day of January, 2014, before me the undersigned, a Notary Public, personally appeared Tom T. O'Keefe, 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.

**Notary Public
State of Washington
TRACI R. APLIN
MY COMMISSION EXPIRES
July 24, 2015**

[Handwritten Signature]
Signature of Notary

Print or stamp name of Notary

Notary Public for the State of Washington,
residing at Kent

My appointment expires 7/24/15

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

This Agreement ("Agreement") is made this **28th** day of **January, 2014**, by and between the Highline Water District, a municipal corporation ("District"), **Medina Fund Four, LLC**, ("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 **15th** day of **August, 2013** ("Extension Contract") regarding the construction of certain water extension improvements ("Extension Improvements") for the project known as **Normandy Park Market** ("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. **Forty six thousand one hundred thirty nine 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 disburse the Funds less charges for District administrative and other costs

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

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 Funds, or in enforcing its security interest herein, including without limitation such

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

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 *Matt Everett*

Its *General Manager*

Medina Fund Four, LLC

("Developer")

By *Joe J. Kelly*

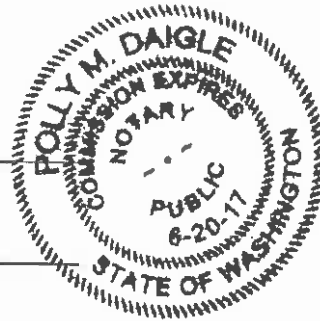
Its Manager

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Tom T. O'Keefe** 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 **Manager** of **Medina Fund Four, LLC** to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: 1-13-14
Polly M. Daigle
(Signature)
NAME: Polly M. Daigle
(Print Name)



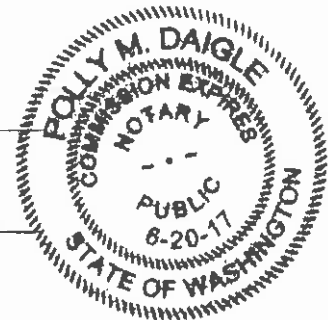
Notary Public in and for the State of Washington.

Commission Expires: 6-20-17

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Matt Everett 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 **General Manager** of **Highline Water District** to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: 1-14-14
Polly M. Daigle
(Signature)
NAME: Polly M. Daigle
(Print Name)



Notary Public in and for the State of Washington.

Commission Expires: 6-20-17

1808

KeyBank National Association
Seattle, WA 98104
Private Banking

MEDINA FUND FOUR, LLC
C/O O'KEEFE COMPANIES
P.O. BOX 20399
SEATTLE, WA 98102-1399

19-57/1250
250

01/13/2014

PAY TO THE
ORDER OF

Highline Water District

\$ **1,139.00

One thousand one hundred thirty-nine and 00/100***** DOLLARS

Highline Water District
PO Box 34410
Seattle, WA 98124-1410

MEMO

Scott M. Hall
AUTHORIZED SIGNATURE

⑈001808⑈ ⑆125000574⑆ 472501039813⑈

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY.

MEDINA FUND FOUR, LLC

01/13/2014

Highline Water District

Utility Deposit

1808

1,139.00

KeyBank

1,139.00

CRB 1143

HIGHLINE WATER DISTRICT
P.O. BOX 3867
KENT, WA 98032-3867

CASH RECEIPT

Date 1-13-14

203268

Received From Medina Fund Four, LLC

Address

One thousand One hundred thirty nine ⁰⁰/₁₀₀ Dollars \$ 1,139-

For Maintenance Bond - Normandy Park market

AMOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID	1139 -	CHECK	<input checked="" type="checkbox"/>
BALANCE DUE		MONEY ORDER <input type="checkbox"/>	
		CREDIT CARD <input type="checkbox"/>	

By *Allyl Dangle*

CASH PERFORMANCE AND PLEDGE OF MONIES AGREEMENT

This Agreement ("Agreement") is made this 15th day of August, 2013 by and between the Highline Water District, a municipal corporation ("District"), and Medina Fund Four, LLC ("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 13 day of August, 2013 ("Extension Contract") regarding the construction of certain water extension improvements ("Extension Improvements") for the project known as Normandy Park Market ("Project") referenced therein.
- 1.02 Pursuant to Section 7 "Insurance and Bonding" of the Extension Contract, the Developer is required to furnish the District with a performance guarantee of a type and in a form as determined by the District to guarantee the installation of the Extension Improvements and the performance of the Developer's obligations and duties under the Extension Contract. Pursuant to such provision, the Developer desires to furnish the District with cash as the required performance guarantee.
- 1.03 The District will accept, hold and disburse such cash as the performance guarantee 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 PERFORMANCE GUARANTEE

- 2.01 The Developer shall provide the District cash funds ("Funds") in the amount of U.S. Forty-five thousand dollars (\$45,000) to guarantee the Developer's installation of the Extension Improvements and completion of the Extension Contract as referenced in Section 1.02 above.
- 2.02 The District shall hold and deposit the Funds in an interest-bearing deposit account in _____ 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 Extension Improvements are completed by the Developer and given final acceptance by the District within eighteen (18) months of the date the District Board of Commissioners adopts a resolution accepting Developer's application to enter into an Extension Contract and the Developer fully performs all other duties and

CASH PERFORMANCE AND PLEDGE OF MONIES AGREEMENT

obligations set forth in the Extension Contract, the District shall 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 Extension Improvements are not completed by the Developer and given final acceptance by the District within eighteen (18) months of the date the District Board of Commissioners adopts a resolution accepting Developer's application to enter into an Extension Contract or the Developer fails to fully perform all other duties and obligations set forth in the Extension Contract by such date, the District shall have the right to use the Funds to complete the installation of the Extension Improvements to the District's satisfaction and specifications referenced in the Plans and 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 completion and acceptance of the Extension Improvements by the District.

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 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

CASH PERFORMANCE AND PLEDGE OF MONIES AGREEMENT

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")

MEDINA FUND FOUR, LLC.
("Developer")

By Matt Everett

By Janez Nup

Its General Manager

Its Manager

CASH PERFORMANCE AND PLEDGE OF MONIES AGREEMENT

_____ BANK hereby consents and agrees that it is the agent of HIGHLINE WATER DISTRICT for purposes of possession by HIGHLINE WATER DISTRICT of the Funds in the amount of Forty-five Thousand Dollars (\$ 45,000), which funds the District has a security interest in pursuant to this Agreement and Chapter 62A.9A RCW.

DATED this ____ day of _____, 2013.

_____ BANK ("BANK")
_____ Branch

By _____
Its _____

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 was authorized to execute the instrument, and acknowledged it as the _____ of _____ BANK 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: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

CASH PERFORMANCE AND PLEDGE OF MONIES AGREEMENT

I certify that I know or have satisfactory evidence that ^{T.} Tom O'Keefe 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 Manager of Medina Fund Four, LLC to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: 8/15/13

Traci R. Aplin
(Signature)

NAME: Traci R. Aplin
(Print Name)

Notary Public
State of Washington
TRACI R. AFLIN
MY COMMISSION EXPIRES
July 24, 2015

Notary Public in and for the State of Washington.

Commission Expires: July 24, 2015

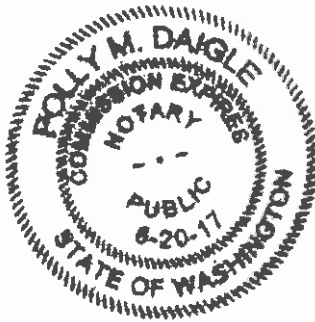
STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Matt Everett 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 General Manager of Highline Water District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: 8-21-13

Polly M. Daigle
(Signature)

NAME: Polly M. Daigle
(Print Name)



Notary Public in and for the State of Washington.

Commission Expires: 6-20-17

HIGHLINE WATER DISTRICT
P.O. BOX 3887
KENT, WA 98032-9887

CRB 1143

CASH RECEIPT

Date 8-16-13 203142

Received From Redding Fund Fund LLC

Address 5051 Fairview Road Pmo

For Forward Park Mergers Dollars \$ 15,000

Cash Reference Fund

ACCOUNT		HOW PAID	
AMT OF ACCOUNT		CASH	
AMT. PAID	<u>15,000</u>	CHECK	
BALANCE DUE		MONEY ORDER	
		CREDIT CARD	

By Ally Davis

MEDINA FUND FOUR, LLC
C/O O'KEEFE COMPANIES
P.O. BOX 20399
SEATTLE, WA 98102-1399

KeyBank National Association
Seattle, WA 98104
Private Banking

1648
19-57/1250
256

08/15/2013

PAY TO THE ORDER OF Highline Water District \$ **45,000.00

Forty-five thousand and 00/100***** DOLLARS

Highline Water District
PO Box 34410
Seattle, WA 98124-1410

MEMO

Geo T
AUTHORIZED SIGNATURE

THIS DOCUMENT MUST HAVE A COLORED BACKGROUND, ULTRAVIOLET FIBERS AND AN ARTIFICIAL WATERMARK ON THE BACK - VERIFY FOR AUTHENTICITY

1648

MEDINA FUND FOUR, LLC
08/15/2013 Highline Water District
Water Extension-Cash fund 45,000.00

KeyBank

45,000.00

Security Features Included

Details on Back

Agenda Item No.: 3.1
Agenda Date: 01/28/2014
Reviewed By: JD

Subject: Developer Extension – Accept Project as Complete
Normandy Park Market

ATTACHMENTS:19805 S

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

BACKGROUND:

Name of DE: Normandy Park Market
Name of Developer: Medina Fund Four, LLC
Plat or Subdivision: Normandy Park Towne Center
Scope of Work: Provide and install approx. 289 lf 8" DI water main, 3 fire hydrants, one 1 ½" domestic water service, one 1 ½" irrigation water meter, one 8" fire device, six 8" valves, two 6" valves, one 4" DCVA, and related appurtenances necessary to provide domestic water service, irrigation and fire suppression to the new Normandy Park Market.

Resolution # Authorize DE: 13-8-7A

GENERAL LOCATION OF DE: 19805 1st Ave S., Normandy Park, WA 98148
Bill of Sale Dated: 01/13/2014

Signed by: Tom T. O'Keefe, Manager - Medina Fund Four, LLC

Requesting Latecomers Payback Agreement?: Yes No N/A

Deposit Paid?: Yes No N/A

Amt. of Deposit: \$4,000.00
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.