

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 15-5-6A**

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM  
HIBBFORD GLEN - 28125 34TH AVE 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 March 25, 2015 and executed by David Litowitz, Authorized Agent, 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 **May 2015**.

**BOARD OF COMMISSIONERS**

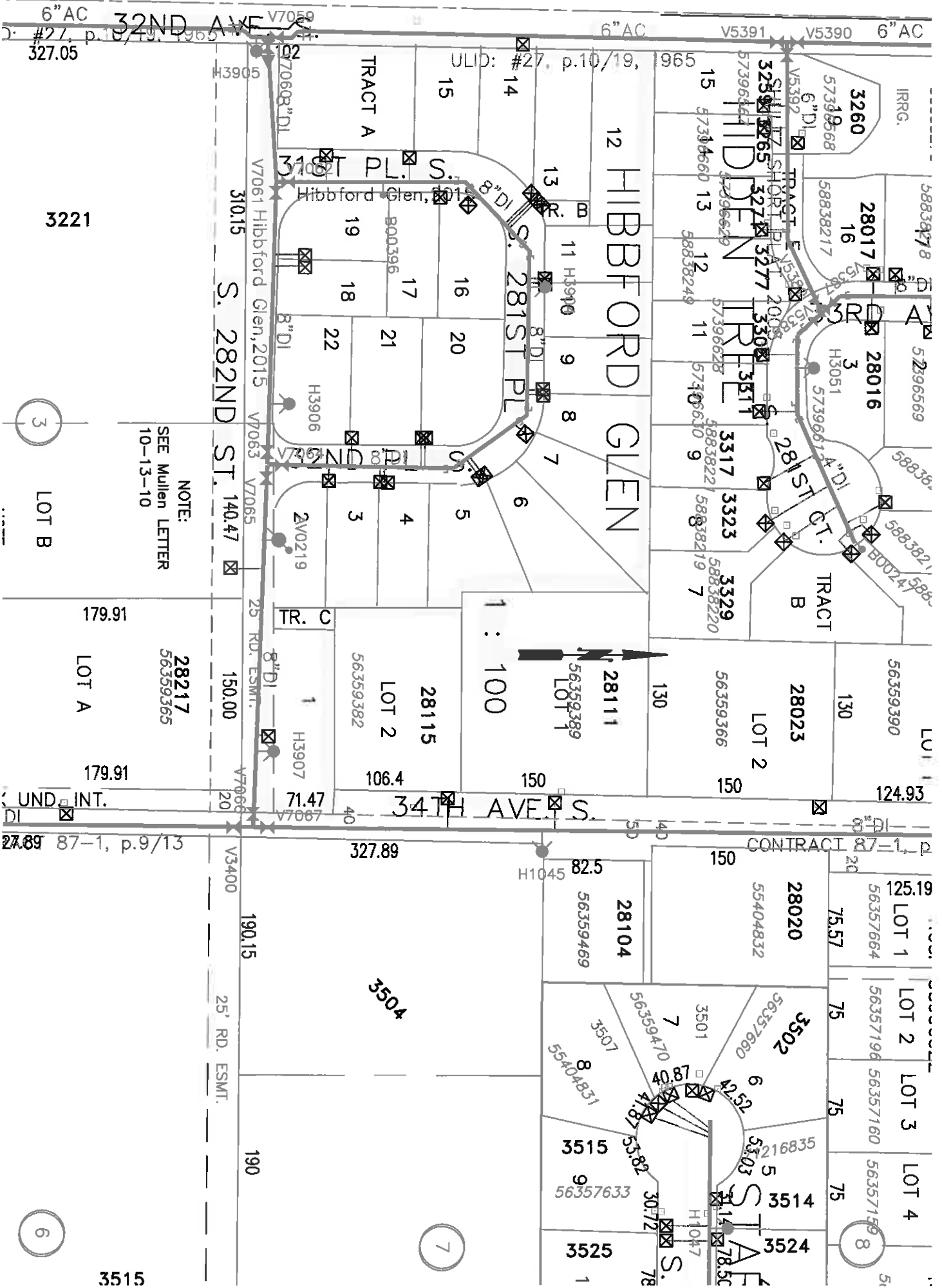
  
\_\_\_\_\_  
**George Landon**, President

  
\_\_\_\_\_  
**Vince Koester**, Secretary

\_\_\_\_\_  
**Gerald R. Guite**, Commissioner

  
\_\_\_\_\_  
**Daniel Johnson**, Commissioner

  
\_\_\_\_\_  
**Kathleen Quong-Vermeire**, Commissioner



6" AC  
#27, p.10/19, 1965  
327.05

32ND AVE S.

6" AC

V5391

V5390

6" AC

ULID: #27, p.10/19, 1965

3221

S. 282ND ST. 140.47

12 HIBBFORD GLEN

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3277  
3300  
3311  
3317  
3323  
3329

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28016

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28020

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28104

3502

3514

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19

18

22

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16

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6

28115

LOT 2

28111

LOT 1

28104

3501

3515

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1 : 100

NOTE:  
SEE MULLEN LETTER  
10-13-10

28217  
56359365

179.91

LOT A

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UND. INT.

3

LOT B

6

3515

7

8

27.69 87-1, p.9/13

CONTRACT 87-1, p

25' RD. ESMT.

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190

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H1045

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# 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,

GPSH 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

Hilbford Plat

ALONG:	<u>S. 282nd St.</u>	FROM:	<u>32nd Ave S</u>	TO:	<u>34th Ave S</u>
ALONG:	<u>32nd Pl. S S. 281 Pl. S 31st Pl. S</u>	FROM:	<u>S. 282nd St.</u>	TO:	<u>S. 282nd St.</u>

### DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
<u>Water Main</u>	<u>8" D.I</u>	<u>1,249 LF</u>	<u>43.74</u>	<u>54,631</u>
<u>Services</u>	<u>3/4" -24</u>	<u>540 LF</u>	<u>1,084 ea.</u>	<u>26,012</u>
<u>Hydrants</u>		<u>4</u>	<u>2,500 ea.</u>	<u>10,000</u>
<u>Valves</u>	<u>8" GATE</u>	<u>7</u>	<u>1,500 ea.</u>	<u>10,500</u>
<u>Valves</u>	<u>6" GATE</u>	<u>6</u>	<u>1,100 ea.</u>	<u>6,600</u>
<u>Valves</u>	<u>2" GATE</u>	<u>2</u>	<u>200 ea.</u>	<u>400</u>
<u>Air Gap</u>	<u>2" Comb.</u>	<u>1</u>	<u>1,500</u>	<u>1,500</u>
<b>Total Cost of Water Improvements</b>				<b>\$109,643</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:

One Hundred Nine Thousand Dollars (\$) Six Hundred Forty Three ).

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

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

26th Day Of MARCH, 2015  
2007

David H. H.  
Title: Member Title:

**CORPORATION ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

On this 26th day of MARCH, 2015, before me the undersigned, a Notary Public, personally appeared DAVID LITONITZ, 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 Mattson  
Print or stamp name of Notary

Notary Public for the State of Washington,  
residing at Princeton

My appointment expires 4/8/16

## CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

This Agreement ("Agreement") is made this 30<sup>th</sup> day of March, 2015 by and between the Highline Water District, a municipal corporation ("District"), and Thomas By Landmark ("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 10<sup>th</sup> day of July, 2014 ("Extension Contract") regarding the construction of certain water extension improvements ("Extension Improvements") for the project known as Hibbford Plat ("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. Fifty Four Thousand, Eight Hundred Twenty one \$ 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 \_\_\_\_\_ 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")

*Homes by Landmark*

("Developer")

By *Matt Everett*

By *D.H.*

Its *General Manager*

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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 )

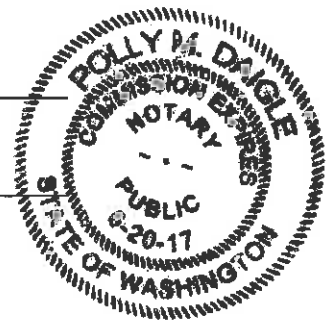
I certify that I know or have satisfactory evidence that Matt Everett is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the General Manager of **Highline Water District** to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: April 2, 2015

Polly M. Daigle  
(Signature)

NAME: Polly M. Daigle  
(Print Name)

Notary Public in and for the State of Washington.  
Commission Expires: 6-20-17



Agenda Item No.: 3.1  
Agenda Date: 05/06/15  
Reviewed By: PO

**Subject:** Developer Extension - Accept Project as Complete  
Hibbford Glen

**ATTACHMENTS:**

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

**BACKGROUND:**

**Name of DE:** Hibbford Glen

**Name of Developer:** Greater Puget Sound Holdings, LLC

**Plat or Subdivision:** Star Lake 5 Acre Tracts

**Scope of Work:** Provide and install approximately 1,249 LF of 8" DI water main, twenty-three 3/4" water services/meters, 4 fire hydrants and related appurtenances needed to provide irrigation, domestic water and fire protection to 22 new single family residents.

**Resolution # Authorize DE:** 14-2-19B

**General Location of DE:** 28125 34<sup>th</sup> Ave S., Auburn, WA 98001

**Bill of Sale Dated:** 03/25/2015

**Signed by:** David Litowitz, Authorized Agent

**Requesting Latecomers**

**Payback Agreement?:**

Yes  No  N/A

**Deposit Paid?:**

Yes  No  N/A

**Amt. of Deposit:** \$8,500.00

**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.