

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 16-11-16B

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
STARWATER – 276XX MILITARY RD 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 July 26, 2016 and executed by Barry Margolese, Member/Manager, Starwater, 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 **16th** day of **November 2016**.

BOARD OF COMMISSIONERS



Vince Koester, President



Daniel Johnson, Commissioner

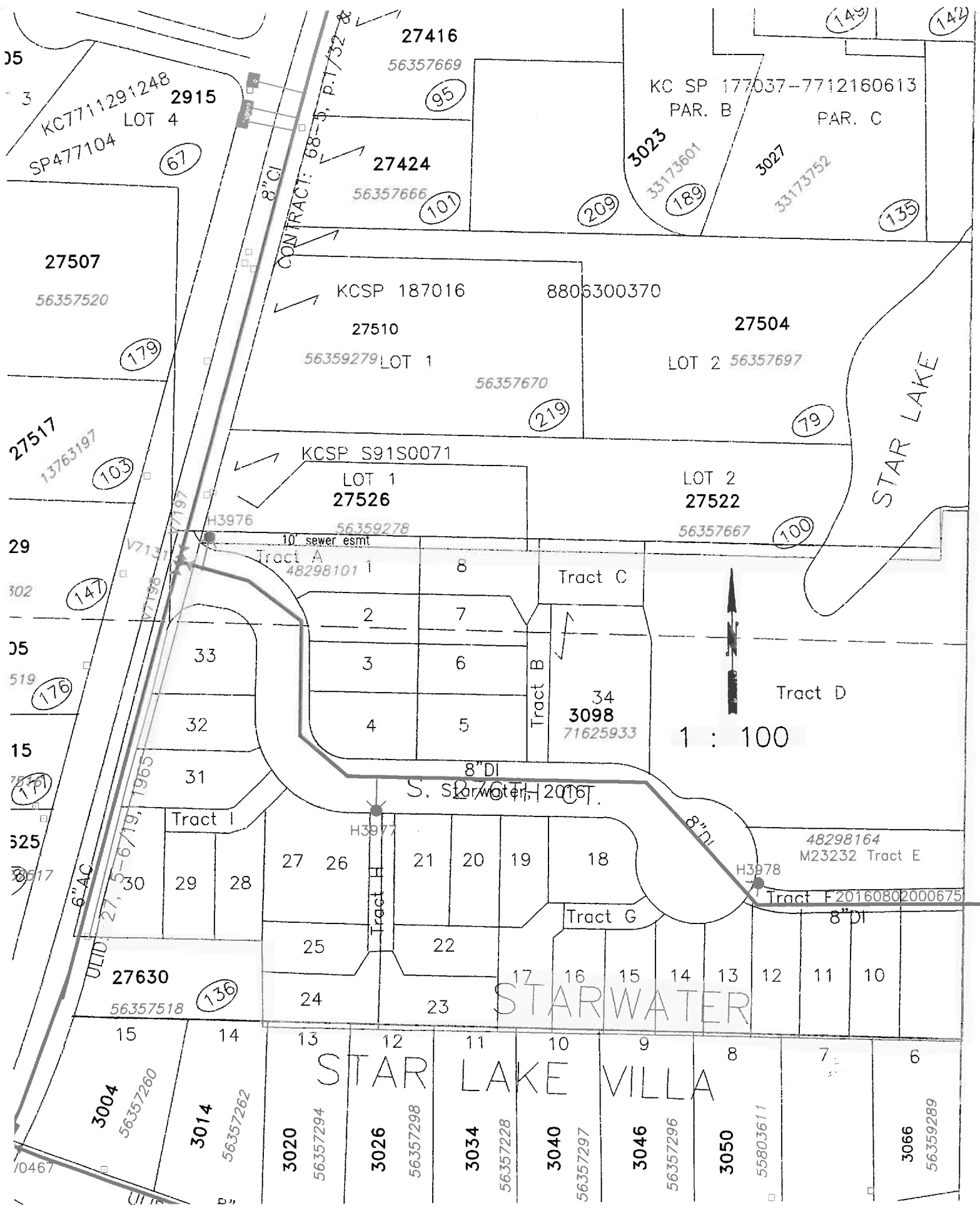


Kathleen Quong-Vermeire, Commissioner

Todd Fultz, Secretary



George Landon, Commissioner



35
3

KC7711291248
SP477104 LOT 4
2915
(67)

27416
56357669
(95)

KC SP 177037-7712160613
PAR. B PAR. C

27424
56357666
(101)

3023
33173601
(189)

3027
33173752
(135)

27507
56357520
(179)

KCSP 187016 8806300370

27510
56359279 LOT 1
(219)

27504
LOT 2 56357697
(79)

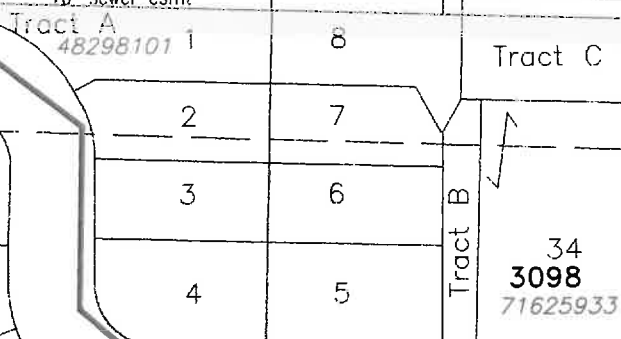
27517
13763197
(103)

KCSP S91S0071
LOT 1
27526
H3976
56359278
10' sewer esmt

LOT 2
27522
56357667
(100)

STAR LAKE

29
302
(147)



1 : 100

35
519
(176)

15
(171)

525
8517
(136)

ULID: 27.5-6/19, 1965
6" AC
27 30
29 28
27 26
25
24
27630
56357518
(136)

8" DI
S. Starwater H 2006
8" DI



Tract D

Tract I
31
32
33

Tract H
27 26
25
24

Tract G
21 20 19
22
23

Tract E
48298164
M23232 Tract E
Tract F 20160802000675
8" DI

STARWATER
STAR LAKE VILLA

3004
56357260

3014
56357262

3020
56357294

3026
56357298

3034
56357228

3040
56357297

3046
56357296

3050
55803611

3066
56359289

10467

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.

STARWATER 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: STARWATER PLAT / MILITARY RD,
27614 MILITARY RD S.

ALONG: S. 276th FROM: MILITARY RD TO: END OF
CUL-DE-SAC.

ALONG: _____ FROM: _____ TO: _____

ALONG: _____ FROM: _____ TO: _____

DESCRIBED WATER MAINS & APPURTENANCES

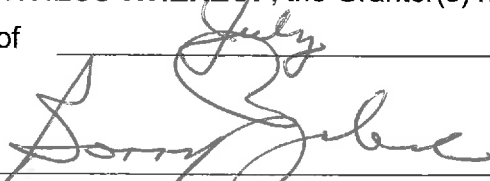
Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
CONNECT TO	EXISTING	2	\$ 6,000	\$ 12,000
WATER LINE	8" DI-CLS2	1052 LF	\$ 49	\$ 51,548
GATE VALVE	8"	4	\$ 1,190	\$ 4,760
FIRE HYDRANT ASSEMBLY		3	\$ 4,900	\$ 14,760
SINGLE WATER SERVICE		34	\$ 1,185	\$ 40,290
IRRIGATION SERVICE		2	\$ 1,950	\$ 3,900
RAISE VALVES TO FINAL GRADE		2 LIFTS	\$ 625	\$ 4,375
			\$	\$
Total Cost of Water Improvements				\$ 131,633

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 THIRTY-ONE THOUSAND SIX HUNDRED THIRTY-THREE ^{xx}/100 Dollars (\$ 131,633.00)

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

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this 26^{*} day of July, ~~2015~~ 2016



Title: BARRY MARGOLESE Title: _____
MEMBER/MANAGER

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 _____

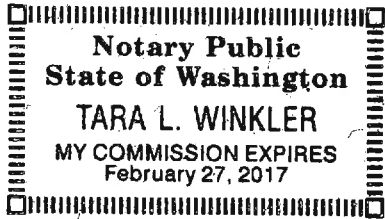
My appointment expires _____

CORPORATION ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 26th day of July, 2016, before me the undersigned, a Notary Public, personally appeared BARRY MARGOLESE, 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.



Tara L Winkler
Signature of Notary

Tara L Winkler
Print or stamp name of Notary

Notary Public for the State of Washington,
residing at Renton WA.

My appointment expires Feb. 27, 2017

Highline Water District

Name of Project: Starwater Subdivision

Bond No. SAIFSU 0688521

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 October 27, 2015, with Starwater, LLC, hereinafter designated as "*the developer*", providing for construction of Starwater Flat Water Extension, 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 International Fidelity Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey 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 Sixty Five Thousand Eight Hundred Sixteen & 50/100 Dollars (\$ 65,816.50) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

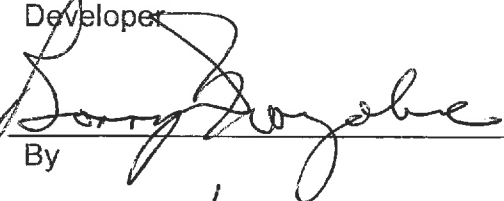
The conditions of this obligation are such that the Developer, his heirs, representatives or successors or assigns shall well and truly keep and observe all of the covenants, conditions and agreements in said contract, and contract documents, and shall faithfully perform all of the provisions of the 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 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 27th day of July, 2016.

Starwater, LLC
Developer

By
MEMBER/MANAGER
Title

International Fidelity Insurance Company
Surety

By Joanne Reinkensmeyer
Attorney-in-Fact
Title

Joanne Reinkensmeyer
Attorney-in-fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KAREN J. SMITH, JULIE A. CRAKER, JOANNE REINKENSMEYER, THOMAS P. HENTSCHELL

Tacoma, WA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



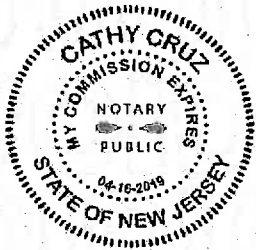
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 27th day of July, 2016

MARIA BRANCO, Assistant Secretary

Subject: Developer Extension – Starwater- Accept Project as Complete

ATTACHMENTS:

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

BACKGROUND:

Name of DE: Starwater

Name of Developer: Starwater, LLC

Plat or Subdivision: Starwater

Scope of Work: Provide and install approx. 1297 lf 8" and 39 lf 6" DI water main, 2 fire hydrants, thirty-four ¾" water meters/services, 4 eight inch valves, 3 six inch valves, and related appurtenances necessary to provide domestic water service, irrigation, and fire suppression to thirty-four new single family residents.

Resolution # Authorize DE: 15-10-27A

General Location of DE: 276XX Military Rd S

Bill of Sale Dated: July 26, 2016

Signed by: Barry Margolese, Member/Manager
Starwater, LLC

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

Deposit Paid?: Yes No N/A

Amt. of Deposit: \$6,000

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.