HIGHLINE WATER DISTRICT
King County, Washington

RESOLUTION 16-12-7A

RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
RIDGEVIEW TOWNHOMES – 210XX 39TH AVE S, SEATAC, 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 13, 2016 and executed by Ron Bowen, Authorized Agent, Polygon WLH, 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 7th day of December 2016.

BOARD OF COMMISSIONERS

Vince Koester, President

Todd Fultz, Secretary

Daniel Johnson, Commissioner

George Landon, Commissioner

Kathleen Quong-Vermetre, 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.

Polygon WLH, 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: Scoccolo Pod B

ALONG: 37th Court S. FROM: STA 2 + 00 TO: STA 11 + 00
ALONG: 39th Way S. to 37th Court S. FROM: STA 17 + 80 TO: STA 8 + 44
ALONG: ________________ FROM: ________________ TO: ________________

DESCRIBED WATER MAINS & APPURTENANCES

<table>
<thead>
<tr>
<th>Appurtenance</th>
<th>Size/Type</th>
<th>Amount Installed</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
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<tr>
<td>See attached for complete list of appurtenances</td>
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Total Cost of Water Improvements $141,831.00
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:

One Hundred Forty Eight Hundred Eighty-One Dollars ($ 141,881.00 )

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

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this 13th day of October, 2016.

Title: Authorized Agent

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON  
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  
COUNTY OF KING  

SS

On this 13th day of October, 2016, before me the undersigned, a Notary Public, personally appeared Ron Bowen, 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.

[Signature of Notary]

David Avenell
Print or stamp name of Notary

Notary Public for the State of Washington, residing at Seattle.

My appointment expires 8/27/2017
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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<th>$/unit</th>
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<td><strong>$141,881.00</strong></td>
<td><strong>$141,881.00</strong></td>
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</table>
Highline Water District

Name of Project: Scoccolo Pod B

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 November 28, 2016, with Polygon WLH, LLC, hereinafter designated as "the developer", providing for construction of Water Improvements, 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 Philadelphia Indemnity Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania 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 Seventy Thousand Nine Hundred Forty and 50/100 Dollars ($70,940.50) 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 ___22nd___ day of November, ______, 2016.

Polygon WLH, LLC

Developer

By

Nick Abdelnour

Title

Authorized Agent

Philadelphia Indemnity Insurance Company

Surety

By

Janina Monroe, Attorney-In-Fact

Title
PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph’s Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN AND MICHELLE HAASE OF LOCKTON COMPANIES, LLC

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O’Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

(Notary Seal)

My commission expires: December 18, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O’Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this NOV 22 2016 day of __________________________, 20____.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY
ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange
On NOV 22 2016 before me, Gina L Garner, Notary Public
personally appeared Janina Monroe
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.

Notary Public Signature

INSTRUCTIONS FOR COMPLETING THIS FORM
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Notary Public Signature
Subject: Developer Extension – Ridgeview Townhomes - Accept Project as Complete

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

BACKGROUND:

Name of DE: Ridgeview Townhomes

Name of Developer: Ridgeview Townhomes, LLC

Plat or Subdivision: (Scoccolo Pod B)

Scope of Work: Provide and install approx. 1,041 ft 8” DI, water main, 4 fire hydrants, forty 1” water meters/services, two 1 ½” irrigation meters, and related appurtenances necessary to provide domestic water service, irrigation, and fire suppression to forty new single family residents/townhomes.

Resolution # Authorize DE: 15-9-168

General Location of DE: 210XX 39th Ave S., SeaTac, WA 98188

Bill of Sale Dated: October 13, 2016

Signed by: Ron Bowen, Authorized Agent, Polygon WLH, LLC

Requesting Latecomers Payback Agreement?: Yes [ ] No [x] N/A [ ]

Deposit Paid?: Yes [x] 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.