

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 16-11-16A

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
THE RESERVE AT SEATAC - 19707 INTERNATIONAL BLVD, SEATAC, WA 98188**

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 June 28, 2016 and executed by Christopher M. Santoro, Manager of AVS Holdings, 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



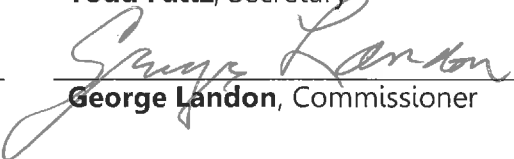
Vince Koester, President



Todd Fultz, Secretary



Daniel Johnson, Commissioner



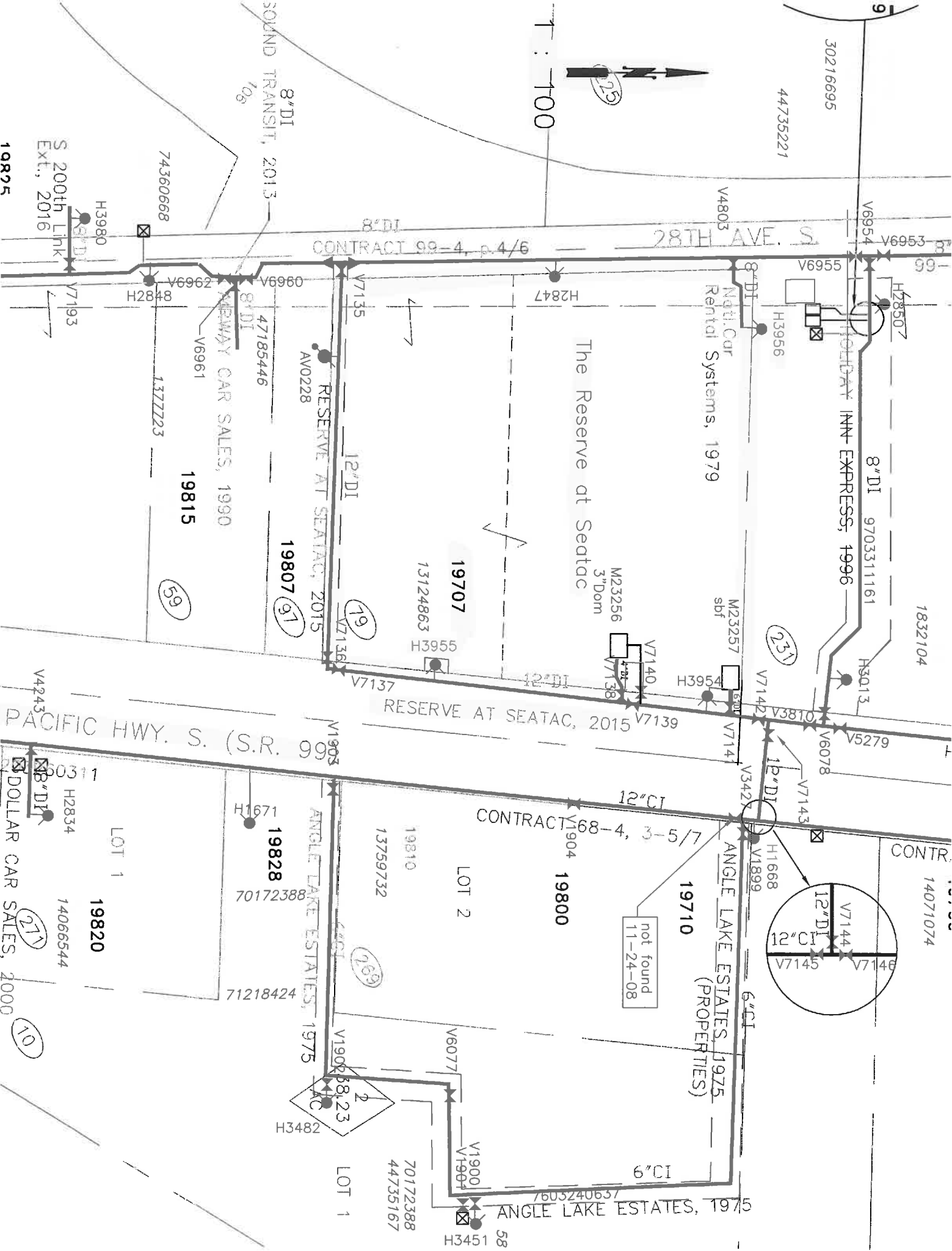
George Landon, Commissioner



Kathleen Quong-Vermeire, Commissioner



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V4243

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H2834

LOT 1

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DOLLAR CAR SALES, 2000

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V1908

38,23

H3482

LOT 1

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44735167

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V1900

V1904

H3451

2

ANGLE LAKE ESTATES, 1975

(PROPERTIES)

6\"/>

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11-24-08

CONTRACT 68-4, 3-5/7

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V1904

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58

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6\"/>

V1900

V1904

HIGHLINE WATER DISTRICT

EXHIBIT A

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.

The Reserve at SeaTac Partners LLLP, 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: 19707 International Blvd.

ALONG: WA-99 FROM: MP 17.63 TO: 17.70

ALONG: _____ FROM: _____ TO: _____

ALONG: _____ FROM: _____ TO: _____

DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
See Attached			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Cost of Water Improvements				\$ 130,933.00

THE RESERVE AT SEATAC

Cost Breakdown for Highline Water District Bill of Sale
September 26, 2016

Labor & Material Costs for Water Main & Appurtenances:

Description	Net Qty Invoiced	Unit Price	Total Cost
12" BLACK BOLT & NUT KIT 12 PER 7/8" X 3 3/4",A 307, GRADE A, IMPORT	8	\$26.00	\$208.00
12" BLACK BOLT & NUT KIT DOMESTIC 12 PER 7/8" X 3 3/4", GRADE 5 USA	14	\$23.18	\$324.52
12" 1/8" RING GASKET, NEOPRENE, 150#	9	\$3.48	\$31.32
12" MJ X FL ADAPTER DI, AWWA C153, C/L LESS ACC(80 LBS) DOMESTIC	2	\$283.73	\$567.46
12" MJ CAP, TAPPED 2" IP DI, SSB, AWWA C153, LESS ACCESS (44 LBS)	1	\$109.67	\$109.67
12" BLIND FLANGE, TAPPED 2" IP DI, AWWA C110, NORMALLY BARE FINISH (87 LBS) DOMESTIC	1	\$257.08	\$257.08
12" MJ 11 1/4 ELL DI, AWWA C153, C/L LESS ACC(79 LBS)	1	\$155.11	\$155.11
12" MJ 11 1/4 ELL DI, AWWA C153, C/L LESS ACC(79 LBS) DOMESTIC	4	\$251.90	\$1,007.60
12" MJ X FL 90 ELL, DI, AWWA C153, C/L, LESS ACCESS(153 LBS) DOMESTIC	1	\$531.88	\$531.88
8" MJ SLEEVE LONG PATTERN DI, AWWA C153 LESS ACCESSORIES (53 LBS) DOMESTIC	2	\$133.78	\$267.56
12" MJ SLEEVE LNG PATTERN DI, AWWA C153 LESS ACCESSORIES (82 LBS) DOMESTIC	5	\$270.78	\$1,353.90
12" FL X 8" MJ REDUCER DI, AWWA C110, C/L, LESS ACC(183 LBS) DOMESTIC	5	\$625.36	\$3,126.80
12" X 4" FL TEE DI, AWWA C110, C/L (322 LBS) DOMESTIC	1	\$1,419.96	\$1,419.96
12" MJ X 4" FL TEE DI, AWWA C153, C/L, LESS ACCESS(117 LBS) DOMESTIC	1	\$360.18	\$360.18
12" MJ X 6" FL TEE DI, AWWA C153, C/L, LESS ACCESS(133 LBS) DOMESTIC	3	\$362.39	\$1,087.17
12" FL TEE DI, AWWA C110, C/L (408 LBS) DOMESTIC	4	\$1,742.32	\$6,969.28
12" MJ X 2" IP TAP TEE DI, AWWA C153, C/L, LESS ACC(88 LBS)	1	\$401.09	\$401.09
12" MJ X 2" IP TAP TEE DI, AWWA C153, C/L, LESS ACC(88 LBS) DOMESTIC	1	\$306.23	\$306.23
8" COMPACT BODY MJ ACCESSORIES KIT DOMESTIC COMPLETE WITH GLAND, GASKET AND (6) 3/4" X 4" T-BOLTS	5	\$27.40	\$137.00
8" GASKET AND T-BOLT KIT FOR C153 MJ FITTINGS DOMESTIC	1	\$19.34	\$19.34
12" GASKET AND T-BOLT KIT FOR C153 MJ FITTINGS	2	\$21.89	\$43.78
8" WEDGE ACTION MJ KIT FOR DI PIPEW/BOLTS, WEDGE ACTION GLAND & GASKET	11	\$78.65	\$865.15
12" WEDGE ACTION MJ KIT FOR DI PIPEW/BOLTS, WEDGE ACTION GLAND & GASKET	46	\$150.02	\$6,900.92
8" CL 52 DI PIPE TJ, C151/A21.51, C104, C/L, 18.25" NOM. LGTH, SBR GASKET (28.9 LBS/FT)	18.25	\$23.53	\$429.42
12" CL 52 DI PIPE TJ, C151/A21.51, C104, C/L, 18.25" NOM. LGTH, SBR GASKET (47.5 LBS/FT)	817.2	\$31.29	\$25,570.19
12" FIELD LOCK TYTON JOINT GASKET SB RUBBER	43	\$136.68	\$5,877.24
12" DUCTILE IRON FL X FL GATE VALVE AWWA C515NRS, RESILIENT SEAT WITH 2" OP-NUT	1	\$1,599.66	\$1,599.66
12" DUCTILE IRON MJ X FL GATE VALVE AWWA C515 RESILIENT SEAT, LESS ACCESORIES (398 LBS)	5	\$1,741.06	\$8,705.30
12" DUCTILE IRON MJ X MJ GATE VALVE AWWA C515 RESILIENT SEAT, LESS MJ ACCESSORIES (362 LBS)	2	\$1,737.78	\$3,475.56
LABOR & EQUIPMENT COSTS TO INSTALL WATER MAINS AND APPURTENANCES	1	\$58,825.00	\$58,825.00
TOTAL			\$130,933

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

This Agreement ("Agreement") is made this 31st day of October, 2016 by and between the Highline Water District, a municipal corporation ("District"), and The Reserve at SeaTac Partners LLLP ("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 22nd day of April, 2015 ("Extension Contract") regarding the construction of certain water extension improvements ("Extension Improvements") for the project known as The Reserve at SeaTac ("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. \$65,466.50 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 Not Applicable 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 _____

Its _____

Reserve at SeaTac Partners LLLP

("Developer")

By  _____

Christopher Santoro

Its Authorized Signatory _____

CALIFORNIA 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.

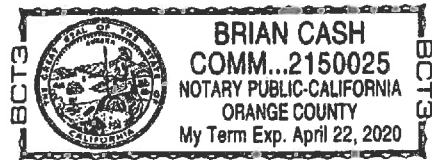
State of California
County of Orange

On November 1, 2016 before me, Brian Cash, Notary Public, personally appeared Christopher Santoro, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Signature Brian Cash



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Cash Maintenance and Pledge
(Title or description of attached document)

of Monies Agreement
(Title or description of attached document continued)

Number of pages 5 Document Date 10-31-16

"Pg 3" is Where he Signs
(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651

949-494-4420 tel
949-494-9850 fax

store0120@theupsstore.com
www.TheUPSStoreLocal.com/0120

Subject: Developer Extension – The Reserve at SeaTac
Accept Project as Complete

ATTACHMENTS:

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

BACKGROUND:

Name of DE: The Reserve at SeaTac

Name of Developer: Reserve at Seatac GP, LLC / AVS Communities

Plat or Subdivision: The Reserve at SeaTac

Scope of Work: Provide and install approximately 817 lf 12" DI & 18 lf 8" DI water main, 3 fire hydrants, one 3" water meter, one 6" Fire – DDCVA, 7 12" and 5 6" valves, and related appurtenances necessary to provide domestic water service, irrigation and fire suppression to a new multi-room senior living facility.

Resolution # Authorize DE: 15-5-6B

General Location of DE: 19707 International Blvd., Seatac, WA 98188

Bill of Sale Dated: June 28, 2016

Signed by: Christopher M. Santoro, Manager of AVS Holdings, LLC

Requesting Latecomers Payback Agreement?: Yes No N/A

Deposit Paid?: Yes No N/A

Amt. of Deposit: \$10,000

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.