

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 21-12-15D**

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM  
EMERALD GREENS - 3221 S 282ND ST, AUBURN, WA 98001**

**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 10/07/21 and executed by C.C. Edwards, Member, is hereby accepted and attached as Exhibit A.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **15th** day of **December 2021**.


**BOARD OF COMMISSIONERS**

DocuSigned by:  


8728D379F2E446D...  
**Todd Fultz**, President



6E7D4CD7088E4C7...  
**Daniel Johnson**, Commissioner



48ECA32C4558410...  
**Kathleen Quong-Vermeire**, Commissioner

DocuSigned by:  


7BD086DD748D4ED...  
**Polly Daigle**, Secretary



3BCE3E3D2D7D409...  
**Vince Koester**, Commissioner

**Instrument Number: 20211105001159 Document:EAS Rec: \$207.50 Page-1 of 5**  
**Record Date:11/5/2021 3:33 PM**  
**Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY AL VASSI**

**Return Address:**  
Highline Water District  
23828 30th Ave. South  
Kent, WA 98032

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

- 1. Utility easement
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

- 1. Edwards Development Group, LLC
- 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

- 1. Highline Water District
- 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

PIN of the NW1/4 of the SW1/4, Section 34, T22N, R4E, W.M.

(Emerald Greens, Recording No. \_\_\_\_\_)

Additional legal is on page 3 of document.

**Assessor's Property Tax Parcel/Account Number**

assigned 796760-0031 & 769760-0034

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Instrument Number: 20211105001159 Document: EAS Rec: \$207.50 Page-2 of 5  
Record Date: 11/5/2021 3:33 PM King County, WA

HIGHLINE WATER DISTRICT  
UTILITY EASEMENT

The Grantor, Edwards Development Group LLC, does hereby grant to Highline Water District, King County, Washington, a municipal corporation, Grantee, its successors and assigns, an easement and right-of-way over, through, under, across, upon and in the following-described property & situated in the City of \_\_\_\_\_, King County, Washington, to-wit:

See exhibits A & B attached hereto

for the construction, operation, maintenance, repair and/or replacement of a water pipeline and appurtenances thereto, together with all rights of ingress and egress to and from said easement for all purposes necessary and related thereto;

Grantee and its agents, designees or assigns shall have the right, without prior institution of any suit or proceeding at law, and without prior notice to Grantor, at such time as Grantee deems necessary to enter upon said property, by foot or vehicle, for the installation, repair, reconstruction or maintenance of water facilities and appurtenances without incurring any legal obligation or liability therefore, provided that such shall be accomplished in a manner that existing private improvements shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the property was entered upon by the Grantee.

Grantor hereby agrees that no building, wall rockery, trees or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within three feet of said water service facilities, and the surface level of the ground within the easement area shall be maintained at the elevation as currently existing. In the event that this provision is violated, the Grantee shall have the right to require removal of any such structure and same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantor additionally grants to the Grantee, its agents, designees or assigns the use of such additional area immediately adjacent to said easement area as shall be required for the construction, re-construction, maintenance and operation of said water service facilities. The use of such additional area shall be held to a reasonable minimum and be returned to its condition existing immediately before the property was entered upon by Grantee or its agents.

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this 3<sup>rd</sup> day of November 2021

CC [Signature]  
\_\_\_\_\_

Instrument Number: 20211105001159 Document: EAS Rec: \$207.50 Page-3 of 5  
Record Date: 11/5/2021 3:33 PM King County, WA

**Corporate Acknowledgement**

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

On this 3<sup>rd</sup> day of November, 2021, before me the undersigned, a Notary Public, personally appeared C. C. EDWARDS, to me known to be the MEMBER of Edwards Development Group the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Carol A. Belshaw  
Signature of Notary

CAROL A. BELSHAW  
Print or stamp name of Notary

Notary Public for the State of  
residing at Auburn

My appointment expires: 01/29/2023

**Instrument Number: 20211105001159 Document: EAS Rec: \$207.50 Page-4 of 5  
Record Date: 11/5/2021 3:33 PM King County, WA**

**CORE DESIGN, INC.  
Bothell WA 98011**

Core Project No: 18 181  
10/29/21

**Exhibit A  
Legal Description – Highline Water District Easement**

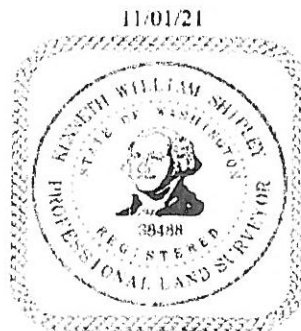
The exterior 10 feet, parallel with and adjoining the public street frontage, of all lots and tracts in Emerald Greens

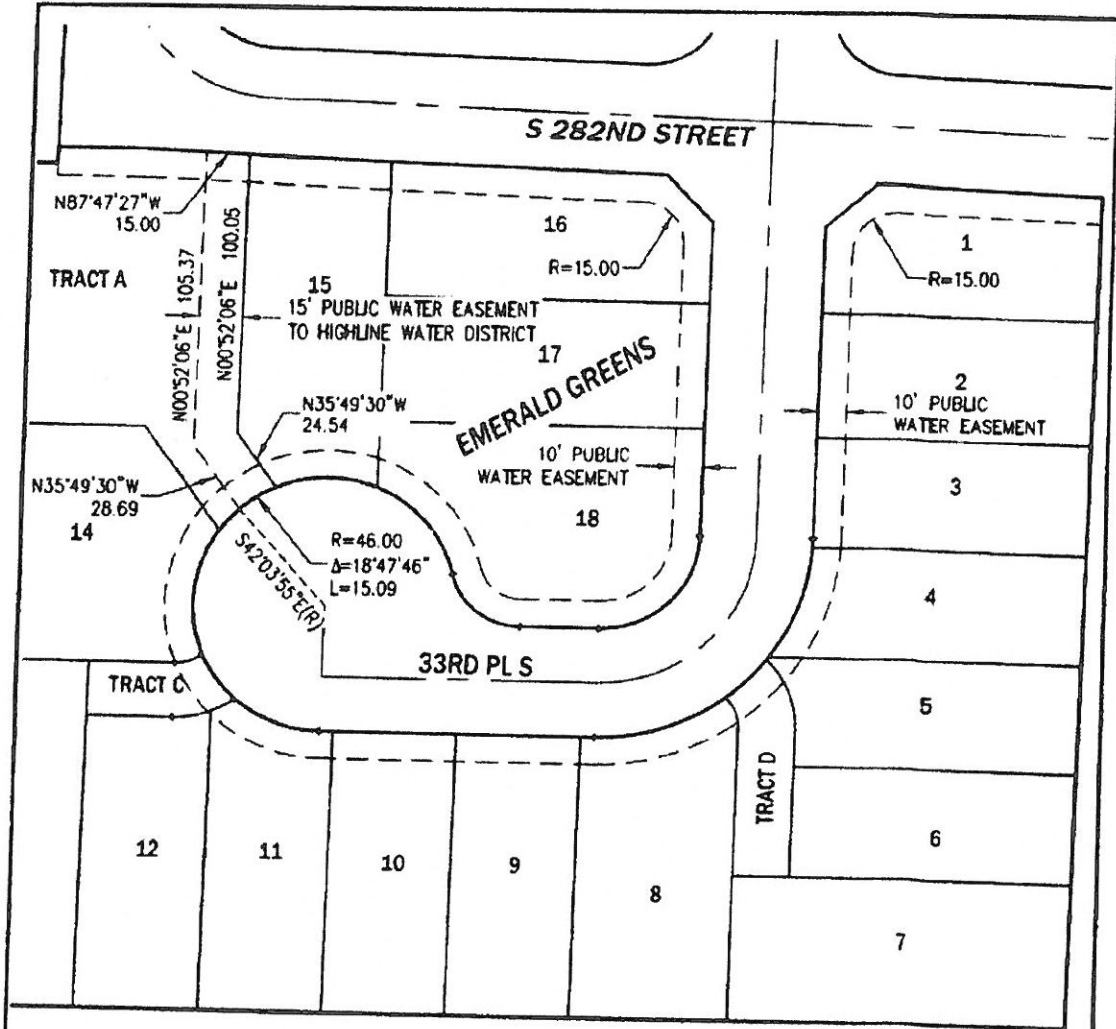
EXCEPT those portions thereof lying southerly of 15.00-foot radius arcs, tangent to the northerly and easterly easement lines of Lot 16 of said plat, and the northerly and westerly easement lines of Lot 1 of said plat;

TOGETHER WITH the easterly 15.00 feet of Tract A of said plat, more particularly described as follows:

BEGINNING at the southerly common corner of said Tract A and Lot 15 of said plat;  
thence N35°49'30"W, along the common line between said lot and tract, 24.54 feet;  
thence N00°52'06"E, continuing along said common line, 100.05 feet to a point on the southerly right-of-way margin of South 282<sup>nd</sup> Street;  
thence N87°47'27"W, along said margin, 15.00 feet to a point on the westerly line of said easterly 15.00 feet of Tract A;  
thence S00°52'06"W, along said westerly line, 105.37 feet;  
thence S35°49'30"E, continuing along said westerly line, 28.69 feet to the northerly right-of-way margin of 33<sup>rd</sup> Place South and a point of non-radial intersection with a 46.00-foot radius curve to the right, the center of which bears S42°03'55"E;  
thence northeasterly, along said curve and margin, through a central angle of 18°47'46", a distance of 15.09 feet to the POINT OF BEGINNING;

EXCEPT any portion thereof lying within the 10-foot easement area described above.





EMERALD GREENS HIGHLINE WATER DISTRICT EASEMENT EXHIBIT B	PAGE 1 OF 1
 12100 NE 195th St., Suite 300 Bothell, Washington 98011 425.885.7877 Fax 425.885.7963	
ENGINEERING · PLANNING · SURVEYING · L.A. JOB NO. 18181	

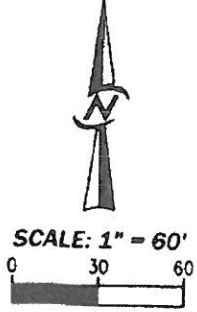
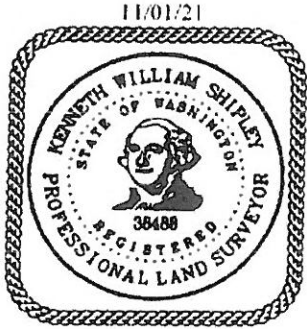


EXHIBIT A

**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,

Edwards Development Group 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** 3221 South 282nd Street Auburn, WA 98001

<b>ALONG:</b>		<b>FROM:</b>		<b>TO:</b>	
<b>ALONG:</b>		<b>FROM:</b>		<b>TO:</b>	

**DESCRIBED WATER MAINS & APPURTENANCES**

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
Water Main	8" DIP	576'	\$62.50 LF	\$30,972.50
Water Services	1" Copper	18 EA	\$1,525 EA	\$27,450.00
Fire Hydrant	Standard	1 EA	\$5,950 EA	\$5,950.00
Irrigation Service	1" Copper	1 EA	\$2,425 EA	\$2,425.00
8" Gate Valve	8"	3 EA	\$1,675 EA	\$5,025.00
6" Water main	6" DIP	23 LF	\$30.00 LF	\$690.00
<b>Total Cost of Water Improvements</b>				<b>\$ 72,512.50</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:

EXHIBIT A

\$ 72,512.50

Dollars (\$

).

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

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

7<sup>th</sup> Day Of October, 2021

*C.C. Edwards*

Title: Member

Title:

**CORPORATION ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

On this 7<sup>th</sup> day of Oct, 2021, before me the undersigned, a Notary Public, personally appeared C.C. Edwards, 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.



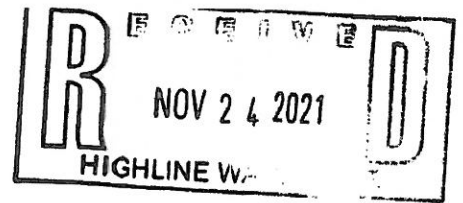
Carol A. Belshaw  
Signature of Notary

CAROL A. BELSHAW  
Print or stamp name of Notary

Notary Public for the State of Washington,  
residing at Abuhen

My appointment expires 01/29/2023





# Highline Water District

Name of Project: Emerald Greens

## Maintenance Bond

Bond No. 09392057

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 April 21, 2021, with Edwards Development Group LLC, hereinafter designated as "the developer", providing for construction of Water Improvements at Emerald Greens, 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 Fidelity and Deposit Company of Maryland, a corporation organized and existing under and by virtue of the laws of the State of Illinois 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 Thirty-Six Thousand Two Hundred Fifty Six and 25/100 Dollars (\$36,256.25) 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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jim S. KUICH, Emma C. DOLESHEL, Heather L. ALLEN, Jim W. DOYLE, Julie M. GLOVER, Steven M. WAGNER, Michael A. MURPHY, Chad M. EPPLE, S. M. SCOTT, Andy D. PRILL, Danielle ENRIQUEZ, Sarah H. BEHRENS, Theresa A. LAMB of Bothell, Washington, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11<sup>th</sup> day of November, A.D. 2021.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 11<sup>th</sup> day of November, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

Agenda Item No.: 3.1  
Agenda Date: 12/15/21  
Reviewed By: [Signature]

**Subject:** Developer Extension – Accept Project as Complete  
Emerald Greens

**ATTACHMENTS:**

- 1. Resolution: 21-12-15D
- 2. Easement
- 3. Bill of Sale
- 4. Maintenance Bond

**BACKGROUND:**

**Name of DE:** Emerald Greens  
**Name of Developer:** Edwards Development Group, LLC  
**Plat or Subdivision:**  
**Scope of Work:** Provide and install approximately 538 LF of 8" DI water main, eighteen 3/4" domestic meters, one 1" irrigation meter, and related appurtenances necessary to provide domestic, irrigation, and fire protection water.

**Resolution # Authorize DE:** 21-4-21A

**GENERAL LOCATION OF DE:** 3221 S 282 St. Auburn, WA 98001

**Bill of Sale Dated:** October 7, 2021

**Signed by:** C.C. Edwards, Member

**Requesting Latecomers:**

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

**Deposit Paid?:** Yes  No  N/A

**Amt. of Deposit:** \$10,000.00

**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.