

RESOLUTION 2015-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTHWEST SUBURBAN SEWER DISTRICT, KING COUNTY, WASHINGTON, ACCEPTING AS COMPLETE THE FOLLOWING DESCRIBED DEVELOPER EXTENSION

WHEREAS, Southwest Suburban Sewer District has entered into a Developer Extension Agreement with the following described Developer, and the Developer Extension was completed on the following date:

A. NAVOS #193 Developer Extension

Project Description: demolition and replacement of non-profit residential, therapy, counseling space providing child and family services. Three residential treatment buildings.

B. As completed on February 3, 2015.

WHEREAS, the staff has determined that the Developer Extension is substantially completed and the terms and conditions of the contract have been met, and,

WHEREAS, the contributions in aid of construction have been recorded in the Bill of Sale; for \$16,150.00 and easement granted to Southwest Suburban Sewer District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Southwest Suburban Sewer District, King County, Washington, as follows:

1. The Developer Extension and improvements as described herein are accepted by the District, and the District's staff is directed to adjust the Comprehensive Plan to reflect the addition of the improvements.

2. The District's staff is directed to take the necessary steps to conclude the Developer Extension Agreement.

ADOPTED by the Board of Commissioners of Southwest Suburban Sewer District, King County, Washington, at a regular meeting thereof held this 3rd day of February, 2015

SOUTHWEST SUBURBAN SEWER DISTRICT
KING COUNTY, WASHINGTON

Individual Commissioner's
Vote on Resolution

In Favor of: _____
Opposed: _____
Abstained: _____



William A. Tracy,
President and Commissioner

In Favor of: _____
Opposed: _____
Abstained: _____



Susan M. Genzale
Vice-President and Commissioner

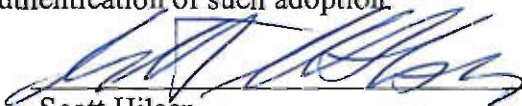
In Favor of: _____
Opposed: _____
Abstained: _____



Scott Hilsen,
Secretary and Commissioner

CERTIFICATE

I, Scott Hilsen, Secretary of the Board of Commissioners of Southwest Suburban Sewer District, King County, Washington, DO HEREBY CERTIFY that the foregoing resolution is a true and correct copy of Resolution 2015-01 of said Board, duly adopted at a regular meeting thereof held on the 3rd day of February, 2015, signed by the members of such Board in attendance at such meeting and attested by myself in authentication of such adoption.



Scott Hilsen
Secretary of the Board of Commissioners
Southwest Suburban Sewer District



20150128000666

LYLE HARRIS EAS 82.00
PAGE-001 OF 011
01/28/2015 12:45
KING COUNTY, WA

Return Address:

Navos
2600 SW Holden St.
Seattle WA 98126
Attn: Sarah Elkin

EXCISE TAX NOT REQUIRED

King Co. Records
By [Signature], Deputy

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. Agreement For 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. Navos
- 2. _____

Additional names on page _____ of document.

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

- 1. Southwest Suburban Senior District
- 2. _____

Additional names on page _____ of document.

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

See Exhibit A

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

192304-9054-04

Assessor Tax # not yet assigned

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

DO NOT WRITE IN THE MARGINS

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made this 23rd day of January, 2015, by and between **SOUTHWEST SUBURBAN SEWER DISTRICT**, a municipal corporation of King County, Washington, its successors and assigns, (hereinafter together referred to as "District"), and Navos, hereinafter termed "Grantor",

WHEREAS, Grantor is the owner of land at 1033 SW 152nd St, Burien, legally described as follows:
See attached Legal Description, Exhibit A

WHEREAS, the District requires an easement for sanitary sewer lines and appurtenances across Grantor's property at the above location; and

WHEREAS, Grantor has title to said real property and is authorized to grant and convey this easement to the District.

NOW, THEREFORE, that said Grantor for valuable consideration and in consideration of the performance by the District of the covenants, terms and conditions hereinafter set forth, grants unto the District a fifteen (15) foot permanent easement, seven and one-half feet on each side of the centerline, for ingress, egress, utility and road maintenance.

And also granting to the District and to those acting under said District the use of a twenty (20) foot temporary construction easement on and over the above described property. Said temporary construction easement shall remain in force during construction and until such time as the sewers and appurtenances have been accepted for maintenance and operation by the District.

1. **DISTRICT'S USE OF PROPERTY.** Said easement is for the purpose of installing, constructing, operating, inspecting, maintaining, removing, repairing, replacing and using sanitary sewer lines, manholes and appurtenances thereto, together with the nonexclusive right of ingress and egress to and from said portion of Grantor's property for the foregoing purposes.

DO NOT WRITE IN THE MARGINS

2. USE OF PROPERTY BY GRANTOR. Grantor shall retain the right to use the surface of the easement if such use does not interfere with installation or maintenance of the facilities. **Grantor shall not erect buildings or structures of a permanent nature; install any other improvements including trees and large shrubbery, and shall not change surface grades except as approved in advance by the District, in any manner which would unreasonably interfere with ingress, egress and access by the District for installation and/or normal maintenance of the facilities. Such buildings, structures or improvements will be deemed an encroachment upon the District's rights, and Grantor shall be obligated to remove such encroachments at Grantor's expense.** Further the provisions of Paragraph 4 hereof as to restoration shall not apply to any encroachments in the easement area. Provided, however, that fences may be constructed which provide gate or other access approved in advance by the District.

3. RESTORATION AFTER ORIGINAL CONSTRUCTION. For original construction, Grantor's property will be restored to a condition as good or better than it was prior to the entry by the District. Photographs will be taken prior to construction to assure the completeness of restoration. Final restoration shall include, as appropriate, sod replacement in existing lawns, hydro-seeding in unimproved areas and replanting or replacement of existing shrubs and bushes, where such will not unreasonably interfere with the District's use of the easement. Fences, rockeries and concrete, asphalt and/or gravel driveways which do not unreasonably interfere with the District's use of the easement will be repaired or replaced. Large trees that exist within the easement area may be permanently removed during original construction unless otherwise noted in this easement document.

4. RESTORATION AFTER MAINTENANCE. If Grantor's property is disturbed by the maintenance, removal, repair or replacement of the facilities, the District shall restore the easement area to a condition as good as or better than it was prior to entry for such purpose by the District.

5. ATTORNEY'S FEES. In case suit or action is commenced by either party, or their successors and/or assigns, to enforce any rights under this easement, or regarding an encroachment on the easement, in addition to costs provided by statute, the substantially prevailing party shall be entitled to an award of attorney's fees in such sum as the Court adjudge just and reasonable.

6. EASEMENT TO BIND SUCCESSORS. This easement is permanent and shall terminate only upon agreement of the parties hereto, their successors and/or assigns. This easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs and assigns of the parties hereto.

DO NOT WRITE IN THE MARGINS, NOTARY STAMPS MUST BE INKED.

7. EXEMPTION FROM EXCISE TAX. The District is a municipal corporation with powers of eminent domain. This easement is granted for a public purpose. The District shall hold Grantor harmless from the payment of any excise tax based upon the conveyance of this easement.

IN WITNESS WHEREOF, we have set our hands and seals this 28 day of January, 2015.

Cassie Undlin
Owner Signature

Cassie Undlin
Print Name

Owner Signature

Print Name

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 28 day of January, 2015, personally appeared before me Cassie Undlin and _____, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the purposes therein mentioned.


[Signature]
Notary Public in and for the State of Washington, residing at Seattle.
My commission expires 10-01-2017.



EASEMENT STIPULATIONS

See Attached Sewer Easement Description and Diagram, Exhibit B

Grantor(s)


Owner Signature

Cassie Undlin
Print Name

Owner Signature

Print Name

District:

General Manager
Southwest Suburban Sewer District

EXHIBIT A

Order No.: 4209-1933351

Legal Description:

A PORTION OF GOVERNMENT LOT 1 AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING 30 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF GOVERNMENT LOT 1;
THENCE SOUTH 1°16'48" EAST, 208.69 FEET;
THENCE SOUTH 51°14'12" WEST, 407.71 FEET;
THENCE SOUTH 1°16'48" EAST, 401.31 FEET;
THENCE NORTH 51°14'12" EAST, 407.71 FEET;
THENCE NORTH 88°22'15" EAST, 355.86 FEET;
THENCE NORTHERLY 90 FEET;
THENCE EASTERLY 278 FEET TO J.A. KEENE ROAD (SCHOENING AVENUE);
THENCE NORTH 0°56'49" WEST ALONG SAID ROAD, 520 FEET TO THE SOUTH LINE OF THE COUNTY ROAD;
THENCE SOUTH 88°22'15" WEST ALONG SAID ROAD, 637.35 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH SECOND CLASS SHORELANDS IN FRONT THEREOF AND ABUTTING THEREON;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY;

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 88°49'21" WEST ALONG THE NORTHERLY LINE THEREOF, 697.752 FEET;
THENCE SOUTH 0°29'21" WEST, 30.012 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF SOUTHWEST 152ND STREET AND THE WESTERLY LINE OF 10TH AVENUE SOUTHWEST AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88°49'21" WEST ALONG SAID SOUTHERLY LINE, 170.00 FEET;
THENCE SOUTH 0°29'21" WEST PARALLEL WITH THE WESTERLY LINE OF 10TH AVENUE SOUTHWEST, 300 FEET;
THENCE NORTH 88°49'21" EAST PARALLEL WITH THE SOUTHERLY LINE OF SOUTHWEST 152ND STREET, 170.00 FEET TO THE WESTERLY LINE OF 10TH AVENUE SOUTHWEST;
THENCE NORTH 0°29'21" EAST ALONG SAID WESTERLY LINE 300.00 FEET TO THE TRUE POINT OF BEGINNING.

Property Address:

1033 SW 152nd Street
Burien, WA 98166

Tax Account Number:

192304-9054-04

*** END OF EXHIBIT A ***

D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033

Exhibit B

DRS Project No. 13006
12/22/14

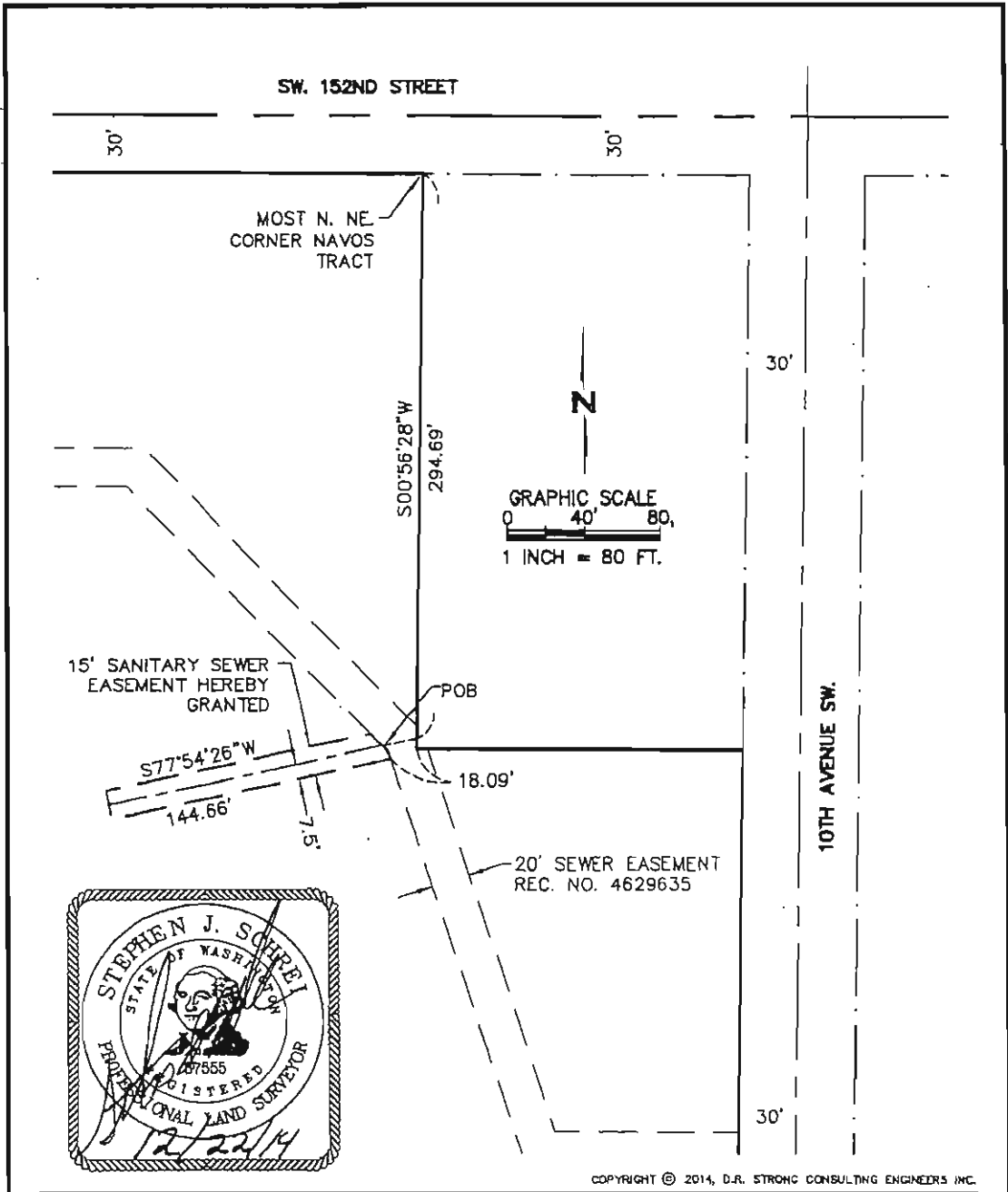
LEGAL DESCRIPTION: SANITARY SEWER EASEMENT

A strip of land 15.00 feet in width over that portion of that tract of land conveyed to NAVOS, by Quit Claim Deed recorded under Recording Number 2013062800298, records of King County, Washington, being a portion of Government Lot 1 and the northeast quarter of the southwest quarter of Section 19, Township 23 North, Range 4 East, W.M., in King County, Washington, said strip having 7.50 feet on each side of the following described centerline;

Commencing at the most north northeast corner of said NAVOS Tract, said corner being on the south right of way margin of SW. 152nd Street; thence S00°56'28"W, along the east line of said NAVOS Tract, 294.69 feet; thence S77°54'26"W 18.09 feet to the west line of that sanitary sewer easement granted to Southwest Suburban Sewer District by instrument recorded under Recording Number 4629635, records of said county and THE POINT OF BEGINNING of the herein described centerline; thence continuing S77°54'26"W 144.66 feet to the terminus of said centerline.

The sidelines of the above described strip of land shall be lengthened or shortened, as required, to intersect at all interior angle points and the west line of said Southwest Suburban Sewer District easement.





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NAVOS
 SANITARY SEWER
 EASEMENT EXHIBIT



D.R. STRONG
CONSULTING ENGINEERS
 ENGINEERS PLANNERS SURVEYORS
 800 7TH AVENUE, KAPLAN, WA 98103
 P 425.827.3000 / F 425.827.3423
 www.dstrong.com

PROJECT SURVEYOR: SJS
 DRAFTED BY: SJS
 FIELD BOOK:
 DATE: 12/22/14
 PROJECT NO.: 13000
 SHEET 1 OF 1

FORM J
BILL OF SALE

THIS BILL OF SALE is entered onto this 28th day of January, 2015, between Navos _____ (hereinafter termed Grantor) and **SOUTHWEST SUBURBAN SEWER DISTRICT**, King County, Washington, a municipal corporation (hereinafter termed Grantee).

WITNESSETH:

WHEREAS, the Grantor has constructed certain sewerage facilities more particularly described herein; and

WHEREAS, these facilities were constructed pursuant to a Developer Extension Agreement for 1033 SW 152nd Street, Burien WA.

NOW, THEREFORE AND IN CONSIDERATION OF the mutual covenants between the parties recited herein:

1. Grantor hereby grants, conveys, bargains, sells and transfers to Grantee, its successors and assigns forever, all Grantor's right, title and interest in the following described sewage facilities:

145 Feet of 8" PVC Main line and 1-48" Mainhole #333A

2. The Grantee agrees to accept and maintain the aforementioned sewerage facilities and to integrate these facilities into its sewerage system.

3. Grantor warrants that it is the lawful owner of said sewer line and that said sewer line is free from all encumbrances, that all claims for labor and material therefor have been paid, that Grantor has the right to transfer same, and that Grantor will warrant and defend the same against lawful claims and demands of all persons.

4. In accordance with the terms of the said Developer Extension Contract between the undersigned and Southwest Suburban Sewer District, the undersigned hereby certifies that the costs of construction of the facility being conveyed to the District pursuant to said Developer Extension Contract are as follows:

A.	Materials	\$ <u>11,250.00</u>
B.	Labor	\$ <u>5,000.00</u>
C.	Engineering	\$ _____
D.	Permits and Fees	\$ _____
E.	Other Costs	\$ _____
F.	Legal	\$ _____
G.	Bond & Insurance	\$ _____
TOTAL COST OF CONSTRUCTION		\$ <u>16,250.00</u>

5. Grantor further warrants that for a period of one year from the date of this Bill of Sale and Conveyance, the said sewer line will remain in perfect working order and condition except where abused or neglected by the District, and that Grantor will repair or replace at its own expense any work or material that may prove to be defective during said one-year period of warranty.

6. Grantee, by accepting and recording this instrument, binds itself, its successors and assigns to incorporate said sewer line into its sewerage system, and to maintain said sewer line at its own cost and expense on the terms and conditions generally common with other uses of the sewer facilities of Grantee.

SOUTHWEST SUBURBAN SEWER DISTRICT

By: *Pat D. Hahn*
General Manager

By: *Cassie Undlin*
Developer

Cassie Undlin
Print Name

By: _____
Developer

Print Name

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this day personally appeared before me _____, General Manager for Southwest Suburban Sewer District, known to me to be the individual who executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 20____.

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____.

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this day personally appeared before me Cassie Undlin,
Chief Administrative Officer, known to me to be the individual(s) who executed the within and foregoing instrument and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of January, 2015.



[Signature]

Notary Public in and for the State of
Washington, residing at Seattle
My commission expires 10/01/2017.

FORM K

CERTIFICATION OF COSTS OF CONSTRUCTION
OF DEVELOPER EXTENSION CONVEYED TO
SOUTHWEST SUBURBAN SEWER DISTRICT

The undersigned is the Developer of 1033 SW 152nd Street, Burien WA
and has, pursuant to an agreement with Southwest Suburban Sewer District dated the
28th day of January, 2015, constructed certain sewer facilities
which after connection to the sewer system of Southwest Suburban Sewer District are to
be conveyed to the District by the Developer.

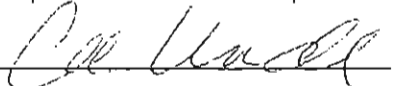
In accordance with the terms of said Developer Extension Agreement between the
undersigned and Southwest Suburban Sewer District, the undersigned hereby certifies
that the costs of construction of the facility being conveyed to the District pursuant to said
Developer Extension Agreement are as follows:

A.	Materials	\$ <u>11,150.00</u>
B.	Labor	\$ <u>5,000.00</u>
C.	Engineering	\$ _____
D.	Permits and Fees	\$ _____
E.	Other Costs	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

TOTAL COSTS OF CONSTRUCTION
OF FACILITY \$ 16,150.00

CERTIFIED TO SOUTHWEST SUBURBAN SEWER DISTRICT

BY Navos
(Insert name of Developer if an individual or corporation if a corporate developer)

BY 
Cassie Undlin
Print Name

Corporate Seal
(If required)

INDIVIDUAL ACKNOWLEDGEMENT:

STATE OF WASHINGTON)

COUNTY OF KING) ss.
)

On this day personally appeared before me Cassie Undlin,
known to me to be the individual described in and who executed the within and foregoing
instrument and acknowledged to me that he/she signed the same as his/her free and
voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29 day of January,
2015.

[Signature]
Notary Public in and for the State of Washington,
Residing at Seattle. My commission
Expires 10-01-2017.

