

## RESOLUTION 2017-15

### 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 (A), and the Developer Extension was completed on the following date (B):

- A. DeNova Northwest, LLC
- B. As completed on 12 December 2017

Project Description: Construction of Walker Creek Subdivision

Bill of Sale Assets: Approximately 890 lineal feet of 8 inch PVC, 623 feet 6 inch PVC, and seven 48" manholes.

**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 \$104,868.00 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 12<sup>th</sup> day of December, 2017

SOUTHWEST SUBURBAN SEWER DISTRICT  
KING COUNTY, WASHINGTON

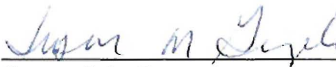
Individual Commissioner's  
Vote on Resolution

In Favor of:  \_\_\_\_\_  
Opposed:  \_\_\_\_\_  
Abstained:  \_\_\_\_\_



\_\_\_\_\_  
Scott Hilsen,  
President and Commissioner

In Favor of:  \_\_\_\_\_  
Opposed:  \_\_\_\_\_  
Abstained:  \_\_\_\_\_



\_\_\_\_\_  
Susan M. Genzale  
Vice-President and Commissioner

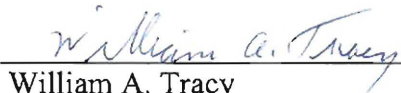
In Favor of:  \_\_\_\_\_  
Opposed:  \_\_\_\_\_  
Abstained:  \_\_\_\_\_



\_\_\_\_\_  
William A. Tracy,  
Secretary and Commissioner

**CERTIFICATE**

I, William A. Tracy, 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 2017-15 of said Board, duly adopted at a regular meeting thereof held on the 12<sup>th</sup> day of December, 2017, signed by the members of such Board in attendance at such meeting and attested by myself in authentication of such adoption.

  
\_\_\_\_\_  
William A. Tracy  
Secretary of the Board of Commissioners  
Southwest Suburban Sewer District



**20151029000529**  
SOUTHWEST SUBU BS 76.00  
PAGE-001 OF 004  
10/29/2015 11:05  
KING COUNTY, WA

Return Address:  
SW SUBURBAN SEWER DISTRICT  
431 SW Ambaum Blvd.  
Burien, WA 98166

## COVER SHEET

**Document Title:** Bill of Sale, Walker Creek Developer Extension

**Grantor(s)** DeNova Northwest, LLC

**Grantee(s)** SW SUBURBAN SEWER DISTRICT

**Parcel Number(s):** 292304-9501

**Section** SW29 **Township** 23 **Range** 04 ., W.M.

**Legal Description:** POR LYING OF DES MOINES WAY S DAF SE 1/4 OF SW  
1/4 LESS N 160.5 FT LY W OF HIWAY & MEAS ALG SD HIWAY AT R/A THERETO  
LESS S 448 FT OF E 520 FT LESS CO RDS LESS N 5 AC LY E OF HWY LESS W 74  
FT OF S 263.5 FT

**FORM J**

**BILL OF SALE**

**THIS BILL OF SALE** is entered onto this 21st day of September, 2015, between Denova Northwest, LLC (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 Walker Creek Subdivision.

**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:

890 Feet of 8 inch PVC, 623 Feet of 6 Inch PVC, 7 48" Manholes

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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	\$ 91,868.00
B.	Labor	\$ _____
C.	Engineering	\$ 10,500.00
D.	Permits and Fees	\$ 2,500.00
E.	Other Costs	\$ _____
F.	Legal	\$ _____
G.	Bond & Insurance	\$ _____
<b>TOTAL COST OF CONSTRUCTION</b>		<b>\$ 104,868.00</b>

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

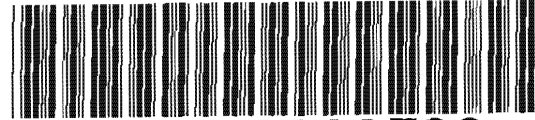
By:   
 General Manager

By:   
 Developer

TODD MCKITTRICK  
 Print Name

By: \_\_\_\_\_  
 Developer

\_\_\_\_\_  
 Print Name



**20151029000530**

SOUTHWEST SUBU EAS 77.00  
PAGE-001 OF 005  
10/29/2015 11:05  
KING COUNTY, WA

Return Address:  
SW SUBURBAN SEWER DISTRICT  
431 SW Ambaum Blvd.  
Burien, WA 98166

**EXCISE TAX NOT REQUIRED**

King Co. Records Division

By

Deputy

**COVER SHEET**

**Document Title:** Agreement for Easement

**Grantor(s)** DeNova Northwest, LLC

**Grantee(s)** SW SUBURBAN SEWER DISTRICT

**Parcel Number(s):** 292304-9501

**Section** SW29 **Township** 23 **Range** 04 ., W.M.

**Legal Description:** POR LYING OF DES MOINES WAY S DAF SE 1/4 OF SW  
1/4 LESS N 160.5 FT LY W OF HIWAY & MEAS ALG SD HIWAY AT R/A THERETO  
LESS S 448 FT OF E 520 FT LESS CO RDS LESS N 5 AC LY E OF HWY LESS W 74  
FT OF S 263.5 FT

## FORM H

### AGREEMENT FOR EASEMENT

**THIS AGREEMENT**, made this 27th day of August 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 DeNova Northwest, LLC, its successors and assigns (hereinafter termed "Grantor"),

**WHEREAS**, Grantor is the owner of land at Walker Creek subdivision, legally described as follows:

That portion of the Southeast quarter of the Southwest quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington, lying westerly of Des Moines Way South, now known as Des Moines Memorial Drive;

EXCEPT that portion lying northerly of the following described line:

Beginning at a point on the westerly marginal line of said Des Moines Way a distance of 160.50 feet southerly of the intersection of the marginal line with the north boundary line of said Southeast quarter of the Southwest quarter of said section;  
Thence westerly at right angle to said road marginal line 227.72 feet, more or less, to an intersection with the west boundary line of said Southeast quarter of the Southwest quarter of said section;

ALSO EXCEPT the west 74 feet of the south 263.50 feet of said Southeast quarter of the Southwest quarter.

**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.

Grantor further grants 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. **EASEMENT STIPULATIONS.** In connection with certain development activities, the Grantor has constructed a concrete retaining wall within the boundaries of the easement adjacent to the cul-de-sac bulb and a rock wall that crosses the easement and sewer facilities on the south side of the intersection of 3rd Circle South and Des Moines Memorial Drive South. The Grantor or its successors or assigns agrees to be solely responsible for any additional costs incurred by the Grantee in connection with the maintenance, repair or replacement of its Sewer Facilities because of the concrete retaining wall or the rock wall crossing the easement area. In the event that the Grantee is required to remove or otherwise damage the subject wall(s) in connection with the maintenance, repair or replacement of the Sewer Facilities, the Grantor or its successors or assigns shall be solely responsible for the costs to repair those walls. Unless otherwise agreed to by the parties in writing, the Grantor or its successors or assigns shall be solely responsible for reconstructing the wall once the Grantee has completed its maintenance, repair or replacement of the Sewer Facilities. The Grantee shall not be responsible for any damage caused to the wall which may occur in connection with the Grantee's maintenance, repair or replacement activities relating to the Sewer Facilities. To the extent reasonably possible, the Grantee shall provide the Grantor or its successors or assigns with advance notice of any planned maintenance, repair or replacement activities relating to the Sewer Facilities that will impact the walls. The parties acknowledge and agree that advance notice shall not be required in the event of an emergency. The purpose and intent of this paragraph is to make the Grantor or its successors or assigns responsible for any **additional** costs incurred by the Grantee relating to the maintenance, repair or replacement of the Grantee's Sewer Facilities due to the fact that the wall(s) are located adjacent to or over the Grantee's Sewer Facilities.

5. **RESTORATION AFTER MAINTENANCE.** Excepting costs described in Paragraph 4 (Easement Stipulations) above, 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.



6. 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 may adjudge to be just and reasonable.

7. 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.

8. 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.

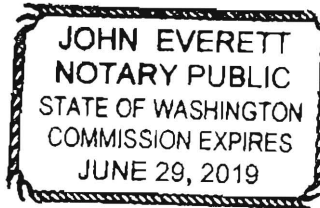
IN WITNESS WHEREOF, we have set our hands and seals this 27<sup>th</sup>

day of August, 2015.

Owner [Signature]

Owner [Signature]

District: [Signature]  
General Manager  
Southwest Suburban Sewer District



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 27<sup>th</sup> day of AUGUST, 2015, personally appeared before me DAVID B. SANSON and LORI J. SANSON, 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 WA  
My commission expires 6/29/19

District Acknowledgement

STATE OF WASHINGTON      )  
  ) ss  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that RON HALL is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the GENERAL MANAGER of Southwest Suburban Sewer District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: 10-20-2015

Jason R. Richardson

NAME: JASON R. RICHARDSON  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 11-19-17



STATE OF WASHINGTON)  
 )ss.  
COUNTY OF KING )

On this day personally appeared before me RON HALL, 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 20th day of OCT, 2015.

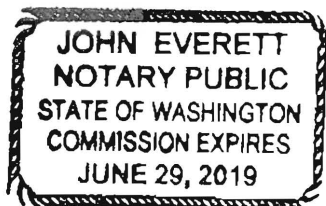


Jason R. Richardson  
Notary Public in and for the State of Washington, residing at FCO WAY  
My commission expires 11-19-17.

STATE OF WASHINGTON)  
 )ss.  
COUNTY OF KING )

On this day personally appeared before me TODD MCKITTRICK, 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 20th day of August, 2015.



[Signature]  
Notary Public in and for the State of Washington, residing at Seymour  
My commission expires 6/29/19.

FORM K

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

The undersigned is the Developer of Walker Creek  
and has, pursuant to an agreement with Southwest Suburban Sewer District dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

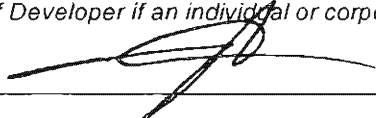
In accordance with the terms of said Developer Extension Agreement between the  
undersigned and Southwest Suburban Sewer District, the undersigned hereby certifies  
that the costs of construction of the facility being conveyed to the District pursuant to said  
Developer Extension Agreement are as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

A.	Materials	\$ 91,868.00
B.	Labor	\$ _____
C.	Engineering	\$ 10,500.00
D.	Permits and Fees	\$ 2,500.00
E.	Other Costs	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

TOTAL COSTS OF CONSTRUCTION  
OF FACILITY \$ 104,868.00

CERTIFIED TO SOUTHWEST SUBURBAN SEWER DISTRICT

BY DeNova Northwest, LLC  
*(Insert name of Developer if an individual or corporation if a corporate developer)*

BY , President

TODD MCKITTRICK  
Print Name

BY \_\_\_\_\_, Secretary

\_\_\_\_\_  
Print Name

Corporate Seal  
(If required)

INDIVIDUAL ACKNOWLEDGEMENT:

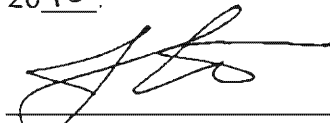
STATE OF WASHINGTON)

) ss.

COUNTY OF KING )

On this day personally appeared before me Todd McWhirter, 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 20<sup>th</sup> day of AUGUST, 2015.



Notary Public in and for the State of Washington,  
Residing at Seattle. My commission  
Expires 6/29/19.

