

RESOLUTION NO. 565

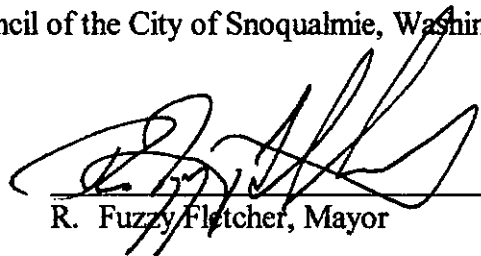
A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, ACCEPTING CONVEYANCE OF STREET AND UTILITY IMPROVEMENTS IN SNOQUALMIE RIDGE PLAT 3 DIVISION K-EAST.

WHEREAS, construction of street and utilities in Snoqualmie Ridge Plat 3 Division K-East is fully complete, and

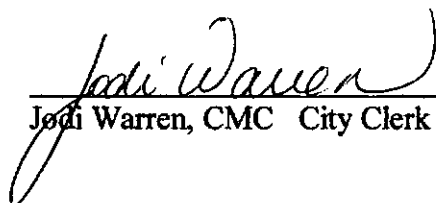
WHEREAS, all requirements for acceptance of conveyance by the City have been satisfied, now therefore, be it

RESOLVED by the City Council of Snoqualmie, Washington, that the City hereby accepts conveyance of the street and utility improvements in Snoqualmie Ridge Plat 3 Division K-East, as defined in and subject to the assurances and warranties included in the Bill of Sale, attached hereto as Exhibit A.

PASSED by the City Council of the City of Snoqualmie, Washington, this 11th day of September, 2000


R. Fuzzy Fletcher, Mayor

Attest:


Jodi Warren, CMC City Clerk

When Recorded, Return to:

CITY OF SNOQUALMIE

Attention: City Clerk

P.O. Box 987

Snoqualmie, WA 98065

**SNOQUALMIE RIDGE PARCEL K-EAST
STREET AND UTILITY IMPROVEMENTS**

Grantor: 1) <u>Weyerhaeuser Real Estate Company</u> 2) _____ <input type="checkbox"/> Additional on page 2
Grantee: 1) <u>City of Snoqualmie</u> 2) _____ <input type="checkbox"/> Additional on page _____
Legal Description (abbreviated): Lot 4 of City of Snoqualmie Short Subdivision No. SP 98-01, Recorded under Recording Number 9811169001, in King County, Washington
<input type="checkbox"/> Additional on : _____
Assessor's Tax Parcel ID #: <u>262407-9056</u>
Reference Nos. of Documents Released or Assigned: <u>N/A</u>

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SNOQUALMIE RIDGE PARCEL K-EAST STREET AND UTILITY IMPROVEMENTS

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 - D. Statement of Cost
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- 3. MAINTENANCE BOND**
- 4. CITY RESOLUTION**

BILL OF SALE

SNOQUALMIE RIDGE PARCEL K-EAST STREET AND UTILITY IMPROVEMENTS

WEYERHAEUSER REAL ESTATE COMPANY ("WRECO"), a Washington corporation, in consideration of compliance with Section 2.5 of the Snoqualmie Ridge Plat Improvements Standard Developer Extension Agreement for Division K-East ("Developer Extension Agreement") dated September 13, 1999, does by these presents, grant, bargain, sell and deliver unto the **CITY OF SNOQUALMIE** (the "City") all those improvements more specifically described in **EXHIBIT A**, attached hereto and incorporated herein by this reference.

WRECO, for its successors, heirs, executors, administrators and assigns, covenants and agrees to and with the City that: (1) WRECO is the owner of such personal property and has good right and full authority to grant the same, and that it will warrant and defend the grant hereby made unto the City, its successors, and assigns, against all and every person or persons, whomsoever, lawfully claiming the same; (2) WRECO provides more specific warranties as set forth in **EXHIBIT B** attached hereto and incorporated herein by this reference, and as agreed upon in the Developer Extension Agreement; (3) all bills for labor and material incurred in the construction of the Improvements have been fully paid and satisfied, as set forth in **EXHIBIT C**, attached hereto and incorporated herein by this reference; (4) the approximate costs of the Improvements are set forth in **EXHIBIT D**, attached hereto and incorporated herein by reference; and (5) as-built record drawings of the Improvements will be provided to the City within 30 days after this conveyance.

EXECUTED this 18th day of September, 2000.

WEYERHAEUSER REAL ESTATE COMPANY

By _____


Edwin G. Vetter

Its General Manager, Snoqualmie Ridge

EXHIBIT A

LIST OF REQUIRED IMPROVEMENTS

1. Those streets and public utilities described in Roadway and Utility Construction Plans for Parcel K-East, prepared by ESM, Inc., and approved by the City Engineer on June 9, 1999.
2. Street striping and signage.

EXHIBIT A STREET AND UTILITY IMPROVEMENTS

LEGEND

STORM DRAIN



ESM CONSULTING ENGINEERS LLC
730 S. 94th Street
Federal Way, WA 98003
www.esmcivil.com

Civil Engineering
Public Works
Land Surveying
Project Management
DATE: 8-28-00
SHEET 1 OF 1

TRUCK, INC. (253) 286-8111
ROTHAL, INC. (253) 418-4144
ROCKWELL (252) 765-5378
Land Planning
Landscape Architecture

WEYERHAEUSER REAL ESTATE CO.
SNOQUALME RIDGE PARCEL "K-EAST"
STREET AND UTILITY IMPROVEMENTS

EXHIBIT B

WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties in the Snoqualmie Ridge Plat Improvements Standard Developer Extension Agreement for Division K-East ("Developer Extension Agreement"), WRECO warrants that the improvements listed in EXHIBIT A of the Bill of Sale (the "Improvements") conform to the requirements of the Developer Extension Agreement and are free of any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers.

(b) This warranty shall continue for a period of two (2) years from the date of the Bill of Sale.

(c) During the warranty period, WRECO shall remedy at its expense any failure to conform, or any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers. WRECO shall complete the remaining work items listed in the punchlist prepared by the City Engineer with due diligence, and that work shall also be covered by this warranty. WRECO shall correct such other deficiencies in the construction of the Improvements and/or equipment that become apparent during the warranty period, provided that WRECO and the City agree that an identified correction is reasonable and necessary to the proper functioning of the Improvements as agreed to in the Developer Extension Agreement. Nothing in this Warranty shall be construed to amend, change, or expand the scope of the Improvements agreed to in the Developer Extension Agreement.

Nothing in this agreement shall limit WRECO's right to direct that remedial work be performed by its contractors, subcontractors, or suppliers, or that WRECO be reimbursed by the same, as may be provided by contract or warranty between WRECO and its contractors, subcontractors and suppliers. In addition, WRECO shall remedy at its expense any damage to City-owned or controlled real or personal property when that damage is the result of:

- (1) WRECO's failure to conform to requirements of the Developer Extension Agreement; or
- (2) Any defect in material or workmanship furnished.

(d) The City shall notify WRECO, in writing, within a reasonable time not to exceed 30 days after the discovery of any failure, defect, or damage. The notice shall include a reasonable time stated for completion of the repair work. WRECO shall start work to remedy such defects within a reasonable time of written notice of discovery thereof by the City and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay, where loss of services may result, or in the interest of public safety, such corrections may be made by the City, in which case the cost shall be borne by WRECO. In such case, the City shall provide written notice to WRECO and include a cost estimate of the work to be performed by the City. In the event WRECO does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by WRECO.

(e) Pursuant to Section 2.5 of the Developer Extension Agreement, WRECO hereby assigns to the City the right to enforce all contractual warranties, express or implied, granted to WRECO from contractors, subcontractors, or suppliers for work performed and materials furnished for construction or equipping of the Improvements, to the extent that such assignment is consistent with the terms of said warranty(ies). The City and WRECO will cooperate as necessary to enforce all applicable warranty provisions.

(f) Unless a defect is caused by negligence of WRECO, its contractors, subcontractors or suppliers at any tier, WRECO shall not be liable for the repair of any defects of material or design furnished by the City, nor for the repair of any damage that results from any defect in City-furnished material, design, or operation.

EXHIBIT C

**AFFIDAVIT OF COMPLETION OF WORK
AND PAYMENT OF COSTS**

STATE OF WASHINGTON

COUNTY OF KING

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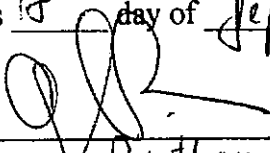
ss.

I, Edwin G. Vetter, General Manager of Snoqualmie Ridge, on behalf of Weyerhaeuser Real Estate Company ("WRECO"), of the City of Federal Way, County of King, and State of Washington, being first duly sworn upon oath, depose and say that:

- (1) WRECO is the present owner and developer of the Street and Utility Improvements listed in **EXHIBIT A** to the Bill of Sale ("the Improvements");
- (2) The Improvements described in the Snoqualmie Ridge Plat Improvements Standard Developer Extension Agreement for Division K-East ("Developer Extension Agreement"), dated September 13th, 1999 have been completed in accordance with the plans and specifications listed therein;
- (3) All bills for labor and material incurred in the construction of the Improvements have been fully paid and satisfied;
- (4) There are no liens of any kind or character against the Improvements for labor performed or material furnished unless noted above; and
- (5) WRECO agrees to pay all outstanding invoices and hold the City harmless against any lien claims arising from the furnishing of labor and materials for the Improvements.


EDWIN G. VETTER

SUBSCRIBED AND SWORN to before me this 18th day of September, 2000.


Printed Name Anthony G. Ross
NOTARY PUBLIC in and for the State of Washington,
residing at Bellevue
My Commission Expires 2-24-02

**ANTHONY G. ROSS
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 2-24-02**

EXHIBIT D

STATEMENT OF COST
(AUGUST 25, 2000)

Road Construction	\$ 16,524.96
Grading	34,780.00
Curbs and Gutters	13,790.82
Sidewalks	49,030.00
Paving	20,387.00
Sanitary Sewer	32,426.00
Water System	26,046.00
Storm System	<u>26,545.00</u>
Total K-East Streets and Utilities	<u>\$219,529.78</u>

**AFFIDAVIT OF RELEASE
FOR
SNOQUALMIE RIDGE PARCEL K-EAST
STREET AND UTILITY IMPROVEMENTS**

WHEREAS, **ROBISON CONSTRUCTION, INC.** (hereinafter, "RCI"), has been employed by Weyerhaeuser Real Estate Company (hereinafter "WRECO") to furnish labor and/or materials and/or supply equipment for the repair, maintenance or construction of the improvements listed in **ATTACHMENT A** hereto in King County, Washington (hereinafter "the Improvements");

NOW, THEREFORE, RCI does hereby release and give any and all liens or rights of lien for any labor performed, materials furnished, or for any equipment supplied in connection with the Improvements and further does release and waive any and all claims or rights of claim against WRECO or the City relating to material and/or labor furnished and/or equipment supplied on the Improvements through the date of conveyance to the City. RCI also agrees to promptly pay and release of record all mechanics', materialmen's, and like liens which may be filed by others in connection with the Improvements.

RCI further certifies that:

(a) There are no municipal, state or federal charges, levies, or taxes, which are unpaid or delinquent and/or which constitute an encumbrance, claim or lien against the Improvements, the real property associated with such improvements, any bond of RCI, or any retained percentage of the contract between RCI and WRECO for construction of the Improvements; and

(b) Every laborer, mechanic, material vendor and subcontractor furnishing labor and/or material to RCI for the Improvements has been paid in full and there are no outstanding claims by any such person or company against RCI for any such labor, material, or equipment.

DATED this 12th day of SEPTEMBER, 2000:

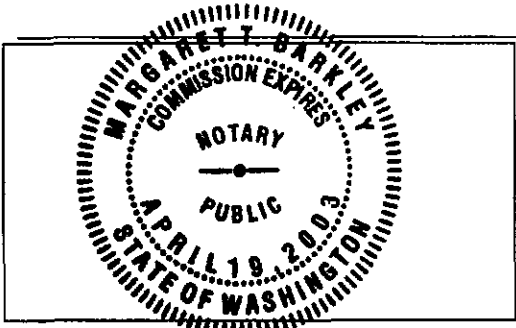
ROBISON CONSTRUCTION, INC.

By: [Signature]
Name: MICHAEL LEVINSKY
Title: CFO

STATE OF WASHINGTON }
 } SS.
COUNTY OF PIERCE

On this day personally appeared before me Mike Kerby to me known to be the CFO of **ROBISON CONSTRUCTION, INC.**, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of September, 2000.



Margaret Barkley
Printed Name Margaret Barkley
NOTARY PUBLIC in and for the State of Washington,
residing at Orting WA
My Commission Expires 4-19-03

EXHIBIT A

LIST OF REQUIRED IMPROVEMENTS

1. Those streets and public utilities described in Roadway and Utility Construction Plans for Parcel K-East, prepared by ESM, Inc., and approved by the City Engineer on June 9, 1999.
2. Street striping and signage.

MAINTENANCE BOND

Bond 6032707

KNOW ALL BY THESE PRESENTS, That we, Weyerhaeuser Real Estate Company, PO Box 9777, Federal Way, WA

98063-9777

as Principal, and the SAFECO INSURANCE COMPANY OF AMERICA, a corporation organized under the laws of the State of

Washington, and authorized to transact the business of surety in the State of WASHINGTON

as Surety, are held and firmly bound unto the CITY OF SNOQUALMIE, PO Box 987, Snoqualmie, WA

98065 in the just and full sum

of Twenty One Thousand Nine Hundred Fifty Three and 00/100 ----- Dollars (\$ 21,953.00),
for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 30th day of August, 2000

THE CONDITION OF THIS OBLIGATION IS SUCH, That, WHEREAS, the above named principal is required by the Mixed Use Final Plan, approved September 15, 1995, to construct certain road and storm drainage improvements ("Improvements") in full compliance with the approved plans and specifications as set forth in Snoqualmie Ridge Plat Improvements Developer Extension Agreements for Parcel K East, dated September 13, 1999, and the Bill of Sale for Parcel K East Street and Utility Improvements dated

NOW, THEREFORE, If the said the condition of this obligation is such that if the above named Principal shall repair the improvements free from defects of materials or workmanship for a period of one year from the date of final acceptance of the improvements or as established by the Bill of Sale consistent with the terms of the Developer Extension Agreement and applicable warranties,

then this obligation to be void; otherwise, to remain in full force and effect.

Weyerhaeuser Real Estate Company (Seal)
Principal

Vicki A. Merrick (Seal)
Principal

Vicki A. Merrick, Asst. Secretary (Seal)
Principal

SAFECO INSURANCE COMPANY OF AMERICA
By Allison J. Norr
Allison J. Norr, Attorney-in-Fact

No. 9670

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****GARY A. BAXTER; MARK E. TAYLOR; JOHN W. LAMBDIN; ALLISON J. NORR; Tacoma, Washington*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 16th day of April, 1999



R.A. PIERSON, SECRETARY



W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 30th day of August, 2000



R.A. PIERSON, SECRETARY

RESOLUTION NO. 565

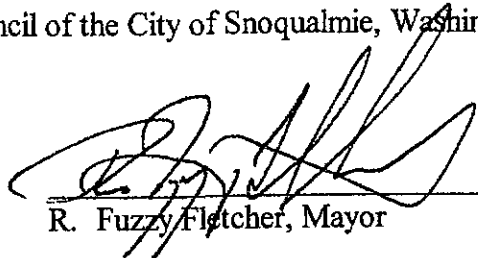
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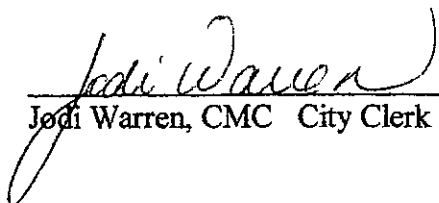
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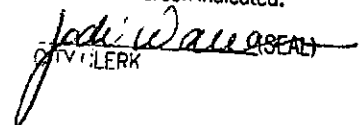
PASSED by the City Council of the City of Snoqualmie, Washington, this 11th day of September, 2000


R. Fuzzy Fletcher, Mayor

Attest:


Jodi Warren, CMC City Clerk

I hereby certify that this is a true copy of Ordinance / Resolution No. 565, passed by the City Council of the City of Snoqualmie, Washington, and approved by the Mayor of the City of Snoqualmie as hereon indicated.


CITY CLERK