

**RESOLUTION 1193**

**A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON,  
ACCEPTING CONVEYANCE OF KIMBALL CREEK VILLAGE – PHASE 1,  
MINI-PARK**

WHEREAS, TOLL WA LLP is the successor to CamWest Kimball Creek, LLC,  
and

WHEREAS, CamWest Kimball Creek, LLC, was required to construct certain  
mini-park improvements for Kimball Creek Village, and

WHEREAS, construction of such improvements is fully complete, and

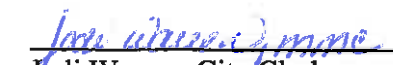
WHEREAS, all requirements for acceptance of conveyance thereof by the City  
have been satisfied, now, therefore, be it

RESOLVED by the City Council of Snoqualmie, Washington, that the City  
hereby accepts conveyance of the Kimball Creek Village mini-park improvements as  
defined in, and subject to the assurances and warranties included in, the Bill of Sale  
entitled “Kimball Creek Village – Phase 1. Mini-Park,” attached hereto as Exhibit A.

PASSED by the City Council of the City of Snoqualmie, Washington, this 22<sup>nd</sup>  
day of April, 2013.

  
\_\_\_\_\_  
Matthew R. Larson, Mayor

Attest:

  
\_\_\_\_\_  
Jodi Warren, City Clerk



**BILL OF SALE**

**KIMBALL CREEK VILLAGE – PHASE 1,  
MINI-PARK**

**TOLL WA LP**, a Washington limited liability company (“Developer”), for good and valuable consideration, and in compliance with applicable agreements and conditions of development, does by these presents, grant, bargain, sell and deliver unto the **CITY OF SNOQUALMIE** (the “City”) all of its right, title, and interest in and to those improvements more specifically described in **EXHIBIT A**, attached hereto and incorporated herein by this reference (the “Improvements”).

Developer, for its successors, heirs, executors, administrators and assigns, covenants and agrees to and with the City that: (1) Developer 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) Developer provides more specific warranties as set forth in **EXHIBIT B**, attached hereto and incorporated herein by this reference; (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 this reference; (5) as-built record drawings of the Improvements have been provided to the City.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2013.

**TOLL WA LP**,  
a Washington limited liability company

By: Toll WA GP Corp. a Washington corporation  
Its: General Partner

By \_\_\_\_\_  
Name: Eric H. Campbell  
Its: Division President

## EXHIBIT A

### LIST OF IMPROVEMENTS

1. Those improvements within Tract O-3 of *Kimball Creek Village – Phase 1, Landscape Construction Plans*, Sheets 17 through 22 and Sheets IR1 through IR4 prepared by Triad Associates, Inc., approved by the City on July 11, 2008 and November 26, 2008 respectively.

## EXHIBIT B

### WARRANTY OF CONSTRUCTION

(a) Developer warrants that the improvements listed in **EXHIBIT A** of the Bill of Sale (the "Improvements") are free of any defect in equipment or material furnished or workmanship performed by Developer or its contractors, subcontractors or suppliers.

(b) This warranty shall continue for a period of one (1) year from the date of this Bill of Sale, including without limitation those improvements contained within the Landscape Plan.

(c) During the warranty period, Developer shall remedy at its expense any failure to conform, or any defect in equipment or material furnished or workmanship performed by Developer or its contractors, subcontractors or suppliers. Developer shall correct deficiencies in the construction of the Improvements and/or equipment that become apparent during the warranty period, provided that Developer and the City agree that an identified correction is reasonable and necessary to the proper functioning of the Improvements. Nothing in this Warranty shall be construed to amend, change, or expand the scope of the Improvements.

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

(d) The City shall notify Developer, 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. Developer 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 Developer. In such case, the City shall provide written notice to Developer and include a cost estimate of the work to be performed by the City. In the event Developer does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by Developer.

(e) Developer hereby assigns to the City the right to enforce all contractual warranties, express or implied, granted to Developer 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 Developer will cooperate as necessary to enforce all applicable warranty provisions.

(f) Unless a defect is caused by negligence of Developer, its contractors, subcontractors, or suppliers at any tier, Developer 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 } ss.

I, Eric Campbell, Division President of TOLL WA LP, a Washington limited liability company ("Developer"), being first duly sworn upon oath, depose and say that:

(1) Developer is the present owner and developer of the Kimball Creek Village - Phase 1 Mini-Park improvements listed in EXHIBIT A to the Bill of Sale ("the Improvements");

(2) The Improvements have been completed in accordance with the plans and specifications listed therein, with the exception of those items subject to performance bond for completion;

(3) All bills for labor and material incurred in the construction of the Improvements have been or will be 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) Developer 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.

\_\_\_\_\_  
NAME: ERIC H. CAMPBELL

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**EXHIBIT D**

**STATEMENT OF COST**

Grading and Hardscapes	<u>\$30,876.00</u>
Park Furnishings and Improvements	<u>\$35,167.00</u>
Landscaping and Irrigation	<u>\$14,803.00</u>
<b>Total</b>	<b><u>\$80,846.00</u></b>

**AFFIDAVIT OF RELEASE  
FOR  
KIMBALL CREEK VILLAGE – PHASE 1,  
MINI-PARK**

**WHEREAS, TOL WA LP** a Washington limited liability company was the developer (the “Developer”) of the Kimball Creek Village – Phase 1, Mini-Park improvements (“Improvements”) listed in **ATTACHMENT A** hereto;

**WHEREAS, Developer** contracted contractors (“Contractors”) to furnish labor, materials, and equipment for the construction of the Improvements;

**NOW, THEREFORE, Developer** does state and certify as follows:

(a) The Improvements have been fully completed and the Contractors were paid in full by the Developer;

(b) Contractors, Contractors' employees and subcontractors have not claimed or filed any lien on the Kimball Creek Village – Phase 1, Mini-Park property or otherwise for the construction of the Improvements;

(c) There are no municipal, state or federal charges, levies, or taxes which are unpaid or delinquent which constitute an encumbrance, claim, or lien against the Improvements or Kimball Creek Village – Phase 1, Mini-Park property.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**TOLL WA LP,**  
a Washington limited liability company

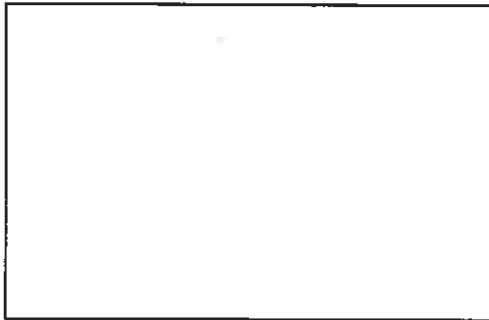
By: Toll WA GP Corp. a Washington corporation  
Its: General Partner

By \_\_\_\_\_  
Name: Eric H. Campbell  
Its: Division President

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me Eric Campbell to me known to be the Division President of TOLL WA LP, the Washington limited liability company 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 \_\_\_ day of \_\_\_\_\_, 2013.



Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

## ATTACHMENT A

### LIST OF IMPROVEMENTS

1. Those improvements within Tract O-3 of *Kimball Creek Village – Phase 1, Landscape Construction Plans*, Sheets 17 through 22 and Sheets IR1 through IR4 prepared by Triad Associates, Inc., approved by the City on July 11, 2008 and November 26, 2008 respectively.

**CITY RESOLUTION**  
**(TO BE PROVIDED BY CITY)**  
**BILL OF SALE**  
**KIMBALL CREEK VILLAGE – PHASE 1,**  
**MINI-PARK**  
**TABLE OF CONTENTS**

- 1. BILL OF SALE WITH EXHIBITS**
  - A. List of Improvements
  - B. Warranty of Construction
  - C. Affidavit of Completion of Work and Payment of Costs
  - D. Statement of Cost
- 2. CONTRACTOR AFFIDAVIT OF RELEASE**
  - A. Toll WA LP
- 3. CITY RESOLUTION**