

**WEST SOUND UTILITY DISTRICT
RESOLUTION 607-16**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF WEST SOUND UTILITY DISTRICT
ACCEPTING THE WATER AND SEWER IMPROVEMENTS OF THE
LES SCHWAB TIRE CENTER DEVELOPMENT PROJECT**

WHEREAS, West Sound Utility District ("District") and SFP-B Limited Partnership entered into a development extension agreement on September 15, 2015, for private developer water and sewer system extensions for a Les Schwab Tire Center; and

WHEREAS, the water and sewer system improvements have been constructed by the developer, SFP-B Limited Partnership, in accordance with the standards of the District and approved by the District's water/sewer operations staff; and

WHEREAS, the water main system consisting of 378' of 8" ductile iron water main and appurtenances for a value of \$58,000 and 341' of 8" PVC sewer main, 84' of 6" of sewer service line and appurtenances for a value of \$25,000 will be conveyed to the District upon the acceptance of the water and sewer systems by the District's Board of Commissioners; NOW, THEREFORE,

THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:

Section 1. West Sound Utility District accepts the water and sewer utility system extensions for the Les Schwab Tire Center development project and hereby authorizes the District's General Manager to sign the attached bill of sale/conveyance document (Exhibit "A").

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on June 20, 2016.

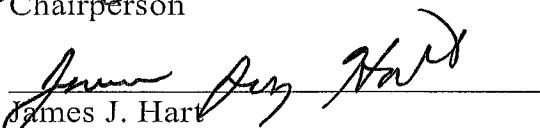
WEST SOUND UTILITY DISTRICT
Kitsap County, Washington



Jerry Lundberg
Chairperson



Susan Way
Vice Chairperson



James J. Hart
Secretary

**DEVELOPER EXTENSION CONTRACT
BILL OF SALE AND CONVEYANCE**

“EXHIBIT A”

Project Name: Les Schwab Tire Center

The Developer, namely SFP-B Limited Partnership, for and in consideration of the mutual promises contained in the Contract, hereby grants, bargains, sells, conveys, delivers, and warrants to West Sound Utility District, the following described personal property and real property located in Kitsap County, Washington, to wit:

1. Itemized description of Developer Improvements to be conveyed:

Sewer

2- 48” Sanitary Sewer Manholes
341 LF 8” PVC SDR 35 WW @ 0.50%
2- 8” X 6” WYE
8” Cleanout
84 LF 6” Sewer Service

Water

12” x 1” Tapping Tee
24 LF 1” Irrigation Line
1” Irrigation Water Meter and DCVA
12” X 1.5” Tapping tee
½” Domestic Water Meter and DCVA
2- 12” X 8” Tapping Sleeve (FJxMJ)
2- 8” Gate Valve (FLxMJ) Thrust Blocking
378 LF 8” D.I. Water Main
Post Indicator Valve
Double Detector Check Valve Assembly
8” X 6” Tapping Sleeve (FJxMJ)
6” Gate Valve (FJxMJ) Thrust Blocking
8” Gate Valve (FJxMJ) with 2” inline blow-off
2 LF 6” D.I. Water Main
Fire hydrant assembly

2. Legal description and tax parcel numbers of all real property and easements to be conveyed:

Resultant Parcel A of Boundary Line Adjustment recorded January 25, 2008 as Recording No. 200801250070, Records of Kitsap County, Washington.

Together with any easements or other existing interests in real property incident thereto and necessary for the ownership, operation, and maintenance of the Developer Improvement.

The Developer covenants and warrants to the District, its successors, and assigns, that the Developer is the owner of the said real and personal property and has good right and authority to sell the same, and that it will and does hereby warrant and agree to defend the sale thereof to the District, its successors, and its assigns against all and every person and/or entity claiming the same, whether said claim is with or without merit.

The Developer further warrants the Developer Improvement is fit for purposes intended, i.e., for use as a water collection and conveyance system or wastewater distribution system, and that the same has been constructed in accordance with this Contract.

The Developer further covenants, warrants, and agrees to repair, correct and bear the cost of any defect concerning any work or material associated with construction of the Developer Improvement which may arise for a two year period from the District's date of acceptance of this Bill of Sale, and to hold the District harmless from any and all costs arising in connection therewith or any and all liability of every kind and nature arising therefrom. When corrections of defects occurring within the warranty period are made, the Developer shall further warrant corrected work for two years after acceptance of the corrected work by the District.

Dated _____, 2016

Developer:

SFP-B LIMITED PARTNERSHIP

By: _____
Corey J. Parks, Secretary of SSC-B, Inc., its
General Partner

