

RESOLUTION NO. 356

A RESOLUTION AUTHORIZING THE EXECUTION OF A BILL OF SALE FOR PURPOSES OF TRANSFERRING WATER INFRASTRUCTURE TO THE WOODINVILLE WATER DISTRICT.

WHEREAS, the City of Woodinville has completed the utility portion of the construction of the Carol Edwards Center Renovation and Parking Project including the installation of water lines and hydrants ("property") required by the Woodinville Water ("the District"); and

WHEREAS, in order for the District to incorporate the property into their delivery system and to assume responsibility for maintenance and operation of the property, the District requires the property to be transferred to the District asset inventory for purposes of conducting maintenance and operations; and

WHEREAS, the City Council after giving the public notice required by RCW 39.33.020 has held a public the 5th day of February 2008 on the proposed sale of the property; and

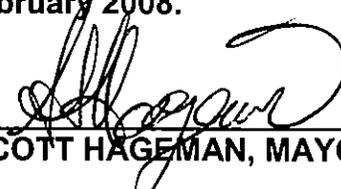
WHEREAS, the City Council believes the maintenance and operations responsibilities being assumed by the District provides adequate consideration for the transfer of title to the property, and considers it in the best public interest to complete the transfer so that the District can begin regular maintenance of the pipes and hydrant;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to execute the bill of sale attached hereto as Exhibit A.

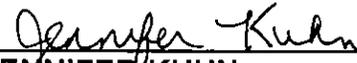
Section 2. The City staff is instructed to take all necessary steps to complete the property sale as described in Exhibit A.

RESOLVED this 5th day of February 2008.



SCOTT HAGEMAN, MAYOR

ATTEST/AUTHENTICATED:



**JENNIFER KUHN
CITY CLERK/CMC**

BILL OF SALE - WATER

THE UNDERSIGNED hereby conveys and transfers to WOODINVILLE WATER DISTRICT (the "District") the following:

"87' of 12" DI Water Main, 91' of 6" DI Water Main, 1 Fire Hydrant and Appurtenances"

constructed pursuant to the Carol Edwards Center (City of Woodinville), FHE 07-01, project.

This conveyance is made in consideration of the District's agreement to provide routine maintenance of the extension and to provide water services pursuant to the District's resolutions and regulations, which may be amended from time to time.

The undersigned, and its successors and assigns, covenants and agrees to and with the District, its successors and assigns, that the undersigned is the owner of the 87' of 12" DI Water Main, 91' of 6" DI Water Main, 1 Fire Hydrant and Appurtenances and has the right and authority to sell the same, that the 87' of 12" DI Water Main, 91' of 6" DI Water Main, 1 Fire Hydrant and Appurtenances are free of all liens or encumbrances, and that the undersigned will, and does, hereby warrant and agree to defend the title of the District, its successors and assigns, against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon.

The undersigned warrants that all bills and taxes relating to the construction and installation of the 87' of 12" DI Water Main, 91' of 6" DI Water Main, 1 Fire Hydrant and Appurtenances have been paid in full and that there are no lawsuits pending involving this developer extension. The undersigned further warrants that in the event any lawsuit is filed as a result of, or involving, this project the undersigned will undertake to defend the lawsuit and will accept responsibility for all costs of litigation, including costs on appeal, and will hold the District harmless on any judgment rendered against the District.

The undersigned further warrants that all laws and ordinances respecting construction of the 87' of 12" DI Water Main, 91' of 6" DI Water Main, 1 Fire Hydrant and Appurtenances have been complied with, and that the 87' of 12" DI Water Main, 91' of 6" DI Water Main, 1 Fire Hydrant and Appurtenances is in proper working condition, order and repair and fit for purposes intended; i.e., for use as a water distribution system including distribution and supply lines adequate for the service intended and has been constructed in accordance with the conditions and standards of the District.

The undersigned covenants and agrees with the District to replace, repair and correct any defect in work or materials in respect to the 87' of 12" DI Water Main, 91' of 6" DI Water Main, 1 Fire Hydrant and Appurtenances subject to this Bill of Sale arising during a period of two (2) years from date hereof, without cost to the District. The undersigned shall further warrant the corrected work for two years after acceptance of the corrected work by the District.

DEVELOPER:

By _____

Its _____