

UPON RECORDING RETURN TO:

City Clerk
City of North Bend
920 SE Cedar Falls Way
North Bend, WA 98045

BILL OF SALE

Reference Numbers of Related Documents: N/A

Grantor: Pulte Homes of Washington, Inc.

Grantee: City of North Bend

Legal Description: See Attached Exhibit C

Abbreviated Legal: Por. of SE ¼ of the NE ¼ of Sec. 9, Twp. 23 N., Rge. 8 E., W.M.

Tax Parcel Identification Number:

373490-0040, 373490-0090, 373490-0100, 373490-0105, and 373490-0110

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, Pulte Homes of Washington Inc. a Washington corporation (“Grantor”), does by these presents hereby grant, convey, set over, assign, transfer and sell to the City of North Bend, a Washington municipal corporation (“Grantee” or “the City”), the following described watermain extension, wastewater collection system, storm drainage system, and curbs and street paving, all of which has been constructed and installed in the multi-family project commonly known as 109 Degrees, and existing public right of way of East Park Street (“Project”):

Watermain Extension:

Approximately 590 lineal feet of 8-inch diameter watermain and other applicable water facilities and appurtenances including hydrants, blow-offs, and air-vacuums were constructed in the Project, and within East Park Street which will be owned and maintained by the City.

Water services between the watermain and water meter, including the water setters and water meters, shall be owned and maintained by the City.

Water services between the water meter and the building shall be owned and maintained by the individual unit owner.

Water irrigation services after water meters shall be owned and maintained by the Project Homeowner’s Association.

Wastewater Collection System:

Approximately 505 lineal feet of 8-inch diameter sewer main and other applicable wastewater facilities and appurtenances were constructed in the Project and within East Park Street which will be owned and maintained by the City.

Side sewers and side sewer cleanouts shall be owned and maintained by the unit owner for which it serves.

Storm Drainage System:

Approximately 595 lineal feet of 8 to 12-inch stormwater mains, 30,628 cubic feet of Stormbrix detention system, Contech CDS stormwater pre-settling manhole, four Perkfilter cartridge systems, and other stormwater appurtenances were constructed as part of the Project and along East Park Street.

Stormwater conveyance, collection, and other stormwater appurtenances located within East Park Street road prism (road prism defined as from back of curb to back of curb on City streets), shall be owned and maintained by the City.

Stormwater conveyance, collection, detention (Stormbrix), pre-settling (Contech CDS), water quality (Perkfilter), roof drains and roof drain backwater valves, and other stormwater appurtenances located outside of East Park Street shall be owned and maintained by the Project Homeowner's Association.

Curbs and Street Paving:

Approximately 380 lineal feet of vertical curb/gutter, paving, and street signs were constructed or installed as part of the project.

Vertical curb/gutter, paving, and street signs located in East Park Street right of way shall be owned and maintained by the City.

Paving and street signs located within the project shall be maintained by the Project Homeowner's Association.

Landscape strips and streetlights located within the Project shall be owned and maintained by the Project Homeowner's Association.

Streetlights located in East Park Street right-of-way shall be owned and maintained by the City.

Sidewalks and landscape strips along East Park Street shall be owned and maintained by the Project Homeowner's Association.

Damage to any improvements in East Park Street caused by failure to maintain landscape strips, street trees, sidewalks, streetlights and/or associated facilities located outside the roadway prism shall be reconstructed, removed or replaced by the Project Homeowner's Association.

Grantor warrants that it is the sole owner of all the property above described and has full power to convey all rights herein conveyed and agrees to defend, indemnify, and hold Grantee harmless from any and all claims which might result from execution of this document.

Grantor warrants that the property above described is free from all liens and encumbrances and Grantor will defend, indemnify, and hold harmless Grantee and its successors and assigns against claims and demands of all persons regarding ownership in or rights to the property hereby conveyed.

By accepting and recording this instrument, the City accepts and agrees to maintain only the property expressly conveyed herein, and to do so in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Grantor(s) has/have executed these presents this ____ day of _____, 20 ____.

GRANTOR:

By: _____
Its: _____

GRANTEE:
City of North Bend

By: _____
Its: _____

APPROVED AS TO FORM:

Lisa Marshall, City Attorney

STATE OF WASHINGTON))ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ 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 acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED:

(Stamp) _____

(Print:)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

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STATE OF WASHINGTON))ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ 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 acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED:

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

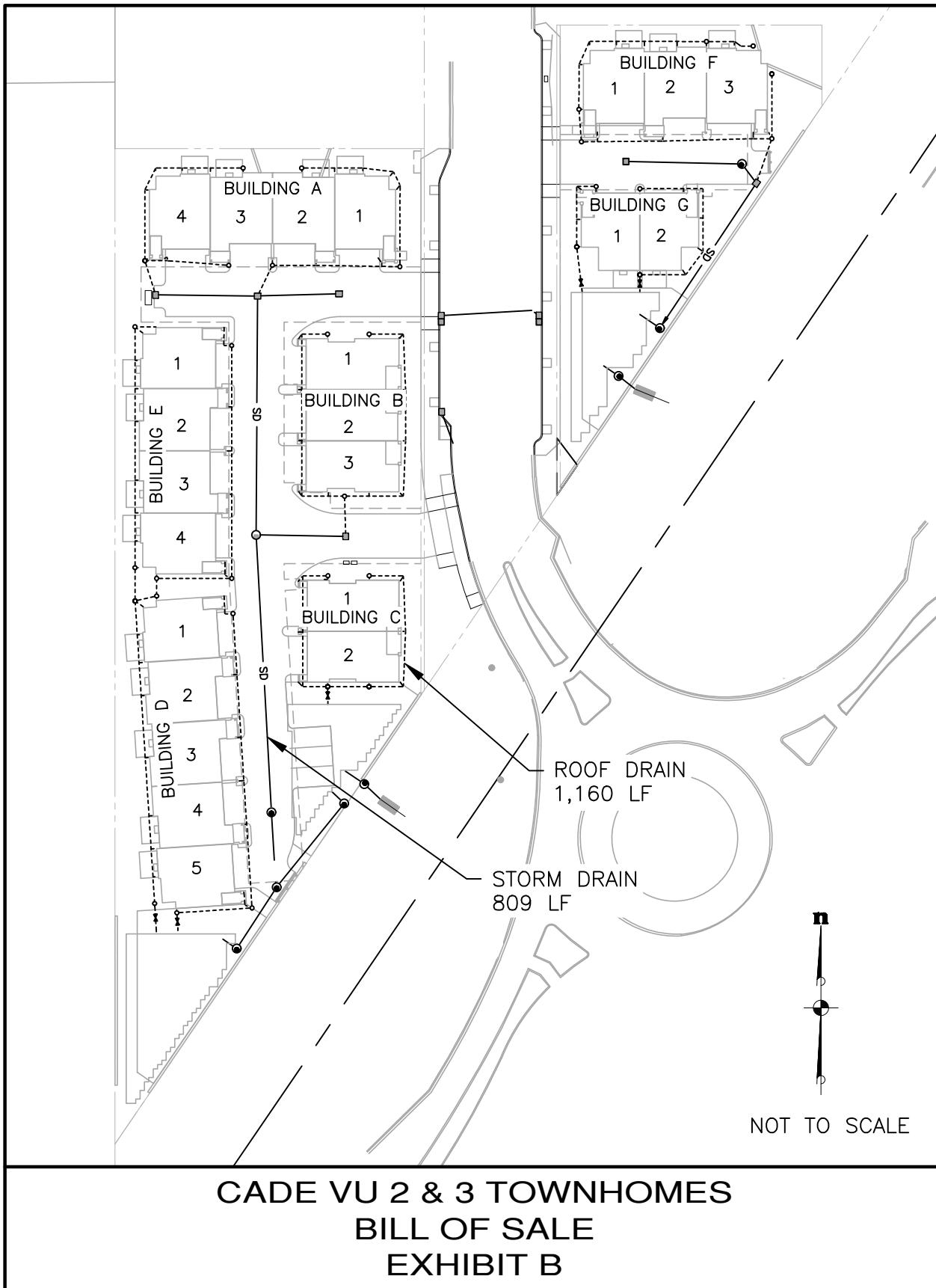
EXHIBIT A

CADE VU (109 DEGREES)

BILL OF SALE BREAKDOWN

DATE: 03/08/2023

<u>Bid Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
SEWER				
8" PVC SS				
6" PVC SIDE SEWER	514	LF	\$ 62.48	\$ 32,114.72
6" CLEANOUT	23	EA	\$ 2,171.00	\$ 49,933.00
48" SSMH	23	EA	\$ 584.72	\$ 13,448.56
	9	EA	\$ 4,300.00	\$ 38,700.00
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SUBTOTAL - SEWER				
\$ 134,196.28				
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WATER				
CONNECT TO EXISTING				
8" CL52 DI (INCLUDES GVS)	3	EA	\$ 5,306.02	\$ 15,918.06
FIRE HYDRANTS	598	LF	\$ 131.00	\$ 78,338.00
INSTALL METER SETTERS & BOXES	2	EA	\$ 9,293.94	\$ 18,587.88
2" AIR VAC ASSEMBLY	23	EA	\$ 1,319.91	\$ 30,357.93
2" BLOW ASSEMBLY	2	EA	\$ 1,400.00	\$ 2,800.00
	3	EA	\$ 1,250.00	\$ 3,750.00
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SUBTOTAL - WATER				
\$ 149,751.87				
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PAVING - E PARK ST				
EXCAVATE AND EXPORT FOR WIDENING				
IMPORT AND PLACE 4" CSBC	75	BCY	\$ 109.93	\$ 8,244.75
FINEGRADE FOR 4" CSBC	81	TON	\$ 30.20	\$ 2,446.20
6" SHOULDER PATCHING	1990	SF	\$ 1.58	\$ 3,144.20
2" HMA GRIND	75	TON	\$ 224.00	\$ 16,800.00
2" HMA OVERLAY	710	SY	\$ 24.15	\$ 17,146.50
	710	SY	\$ 26.45	\$ 18,779.50
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SUBTOTAL - PAVING E PARK ST				
\$ 66,561.15				
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SIDEWALK AND CURBING - E PARK ST				
ATB BASE FOR CURB AND GUTTER				
IMPORT AND PLACE 4" CSTC	12	TON	\$ 547.05	\$ 6,564.60
FINEGRADE FOR CONCRETE SIDEWALK	81	TON	\$ 30.20	\$ 2,446.20
CURB AND GUTTER	3560	SF	\$ 3.51	\$ 12,495.60
4" SIDEWALK	414	LF	\$ 16.39	\$ 6,785.46
6" SIDEWALK APPROACH	2587	SF	\$ 4.66	\$ 12,055.42
	973	SF	\$ 7.53	\$ 7,326.69
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SUBTOTAL - SIDEWALK AND CURBING E PARK ST				
\$ 47,673.97				
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BASE BID TOTAL				
\$ 398,183.27				
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CONSULTING ENGINEERS LLC



Pulte Homes of Washington, Inc.
North Bend, WA 98045

March 8, 2023

EXHIBIT C

LEGAL DESCRIPTION OF PULTE HOMES, INC. OWNERSHIP

Lots 6 and 7, Block 2 AND Lots 9 through 12, inclusive, Block 3, Frank Johnson's Addition to North Bend, according to the plat thereof recorded in Volume 30 of Plats, Page 7, Records of King County, Washington.

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