

Return Address:

CITY CLERK
CITY OF NORTH BEND
920 SE CEDAR FALLS WAY
NORTH BEND, WA 98045

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Bill of Sale 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. John Day Homes, Inc., _____

2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. City of North Bend

2. _____, _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Por. of the SE ¼ of the NW ¼ of Sec. 15, Twp. 23 N., Rge. 8 E., W.M.

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

5060700230

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

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: John Day Homes, Inc.

Grantee: City of North Bend

Legal Description: See Attached Exhibit C

Abbreviated Legal: Por. of the SE ¼ of the NW ¼ of Sec. 15, Twp. 23 N., Rge. 8 E., W.M.

Tax Parcel Identification Number: 5060700230

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, John Day Homes, 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 water distribution system, wastewater collection system, storm drainage system, and curbs and street paving, all of which has been constructed and installed in the subdivision commonly known as Maloney Estates Subdivision, King County Rec. No. 20220512000872, and existing public right of way of Maloney Grove Ave SE (“Project”):

Water Distribution System:

Approximately 1,115 lineal feet of 8-inch diameter watermain, and other applicable watermain facilities and appurtenances were constructed in the Project. The Water Distribution System will be owned and maintained by the City.

Water services from the watermain to, and including, the water meters shall be owned and maintained by the City.

Water services from the water meters to the homes shall be owned and maintained by the individual property owners.

Irrigation systems in the Project shall be owned and maintained by the individual property owners or Project Homeowner’s Association.

Wastewater Collection System:

Approximately 567 lineal feet of 8-inch diameter sewer main and other applicable wastewater facilities and appurtenances were constructed in the Project which will be owned and maintained by the City.

Side sewers shall be owned and maintained by the property owner for which they serve.

Storm Drainage System:

Approximately 1,072 lineal feet of 8-inch diameter to 12-inch diameter stormwater mains, 5,225 square feet of stormwater bioretention swales, and other stormwater appurtenances were constructed as part of the Project and along Maloney Grove Ave SE.

Stormwater conveyance, collection, and other appurtenances located within the Project road prism (road prism is defined as back of curb to back of curb or edge of pavement to edge of pavement on public streets) shall be owned and maintained by the City.

Stormwater bioretention facilities, and associated stormwater appurtenances located outside of the road prism within the Project and along Maloney Grove Ave SE shall be owned and maintained by the Project Homeowner's Association.

Stormwater conveyance, collection, and other stormwater appurtenances located in public easements within the Project dedicated to the City shall be owned and maintained by the City.

Curbs and Street Paving:

Approximately 1,015 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 within the Project public right-of-way, and Maloney Grove Ave SE shall be owned and maintained by the City.

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

Street lights located along Maloney Grove Ave SE shall be owned and maintained by the City.

Sidewalks within the Project and along Maloney Grove Ave SE shall be owned and maintained by the Project Homeowner's Association or the adjacent property owner for which the sidewalk fronts.

Sidewalks within Tract A and public access and utility easements shall be owned and maintained by the Project Homeowner's Association.

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

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:

John Day Homes Inc.

GRANTEE:

City of North Bend

By: _____

Its: _____

By: _____

Its: _____

APPROVED AS TO FORM:

Kendra Rosenberg, 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)

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DATED: _____

(Stamp) _____

(Print: _____)

NOTARY PUBLIC in and for the State of Washington

My appointment expires _____

EXHIBIT B

Maloney Estates - BOS Breakdown
11/4/2024

EXHIBIT A

Maloney Estates - Bill of Sale

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Sanitary Sewer	48" Manholes	5	EA	\$ 2,500.00	\$ 12,500.00
Sanitary Sewer	8" Sewer Main	567	LF	\$ 52.66	\$ 29,858.22
Sanitary Sewer	24" Sewer Castings	24	EA	\$ 587.71	\$ 14,105.04
					<u>Subtotal</u> \$ <u>56,463.26</u>

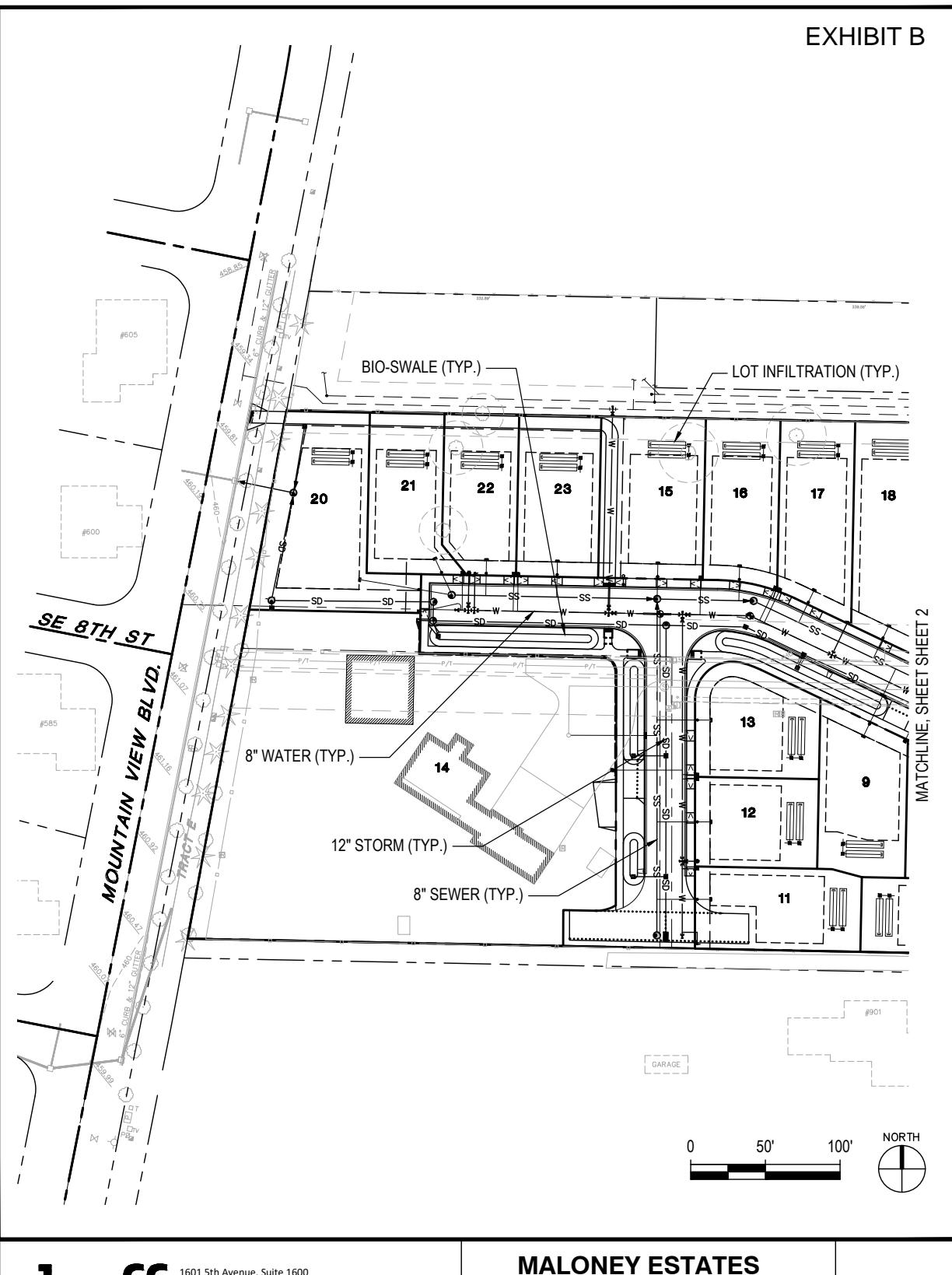
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Storm System	Bioswale	5225	SF	\$ 5.32	\$ 27,797.00
Storm System	12" PVC	1072	LF	\$ 43.04	\$ 46,138.88
Storm System	Type 1 CB	18	EA	\$ 1,453.70	\$ 26,166.60
Storm System	Type II CB 48"	3	EA	\$ 3,118.70	\$ 9,356.10
Storm System	Castings	21	EA	\$ 406.94	\$ 8,545.74
					<u>Subtotal</u> \$ <u>118,004.32</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Water System	8" DIP Watermain	1115	LF	\$ 37.00	\$ 41,255.00
Water System	1" Poly Service Lines	24	EA	\$ 1,900.00	\$ 45,600.00
					<u>Subtotal</u> \$ <u>86,855.00</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Roadway - Paving	6" Depth Rock Base	750	TN	\$ 19.14	\$ 14,355.00
Roadway - Paving	6" HMA	54800	SF	\$ 1.32	\$ 72,336.00
Roadway - Paving	Striping	1200	LS	\$ 1,200.00	\$ 1,200.00
Roadway - Paving	Signage	14	EA	\$ 205.00	\$ 2,870.00
					<u>Subtotal</u> \$ <u>90,761.00</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
Curb, Gutter & Sidewalk	Vertical Curb & Gutter	2055	LF	\$ 21.61	\$ 44,408.55
Curb, Gutter & Sidewalk	4" Thick Sidewalk	8675	SF	\$ 5.11	\$ 44,329.25
Curb, Gutter & Sidewalk	Wheelchair Ramps	5	EA	\$ 1,435.47	\$ 7,177.35
					<u>Subtotal</u> \$ <u>95,915.15</u>
					<u>Total</u> \$ <u>391,535.47</u>

EXHIBIT B



kpff

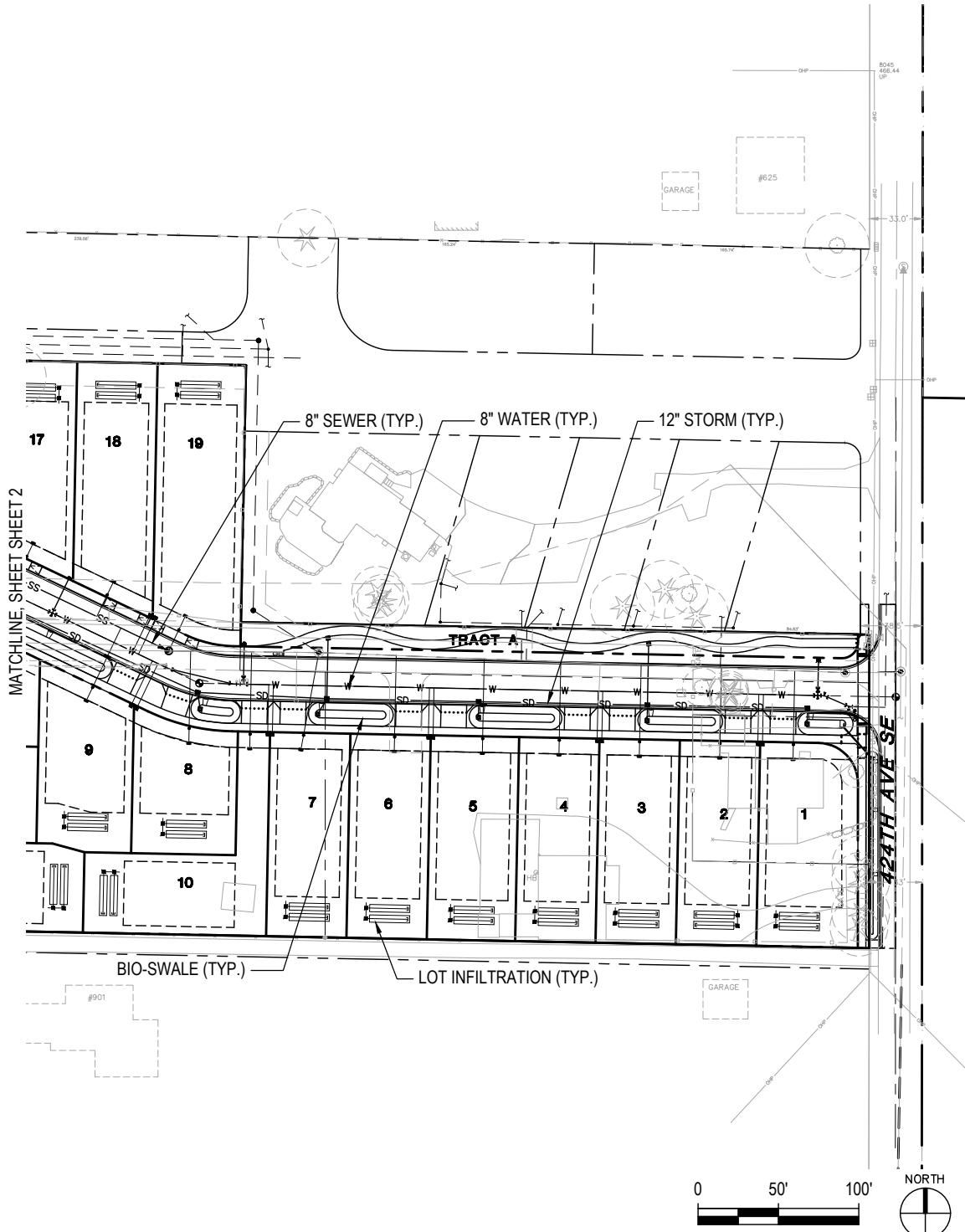
1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

**MALONEY ESTATES
BILL OF SALE**

11/05/2024

1 of 2

EXHIBIT B



kpff

1601 5th Avenue, Suite 1600
Seattle, WA 98101
206.622.5822
www.kpff.com

**MALONEY ESTATES
BILL OF SALE**

11/05/2024

2 of 2

LEGAL DESCRIPTION

EXHIBIT C

PARCEL A:

LOT 1, CITY OF NORTH BEND SHORT PLAT No. PLN 2009-0026, RECORDED UNDER RECORDING No. 20100604900008, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN UNDIVIDED INTEREST IN "TRACT A" OF CITY OF NORTH BEND BOUNDARY LINE ADJUSTMENT PLN 2011-0082, RECORDED UNDER RECORDING No. 20111108900008, IN KING COUNTY, WASHINGTON,

TOGETHER WITH A 22 FOOT WIDE PRIVATE EASEMENT FOR ACCESS OVER A PORTION OF LOT 2 OF CITY OF NORTHBEND SHORT PLAT No. PLN 2009-026, RECORDED UNDER RECORDING No. 20100604900008, IN KING COUNTY, WASHINGTON, AS DELINEATED ON SAID SHORT PLAT.

PARCEL B:

LOT 2, CITY OF NORTH BEND SHORT PLAT No. PLN 2009-0026, RECORDED UNDER RECORDING No. 20100604900008, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN UNDIVIDED INTEREST IN "TRACT A" OF CITY OF NORTH BEND BOUNDARY LINE ADJUSTMENT PLN 2011-0082, RECORDED UNDER RECORDING No. 20111108900008, IN KING COUNTY, WASHINGTON.

PARCEL C:

NEW LOT B, CITY OF NORTH BEND BOUNDARY LINE ADJUSTMENT No. PLN 2014-0143, RECORDED IN VOLUME 403, PAGES 15 THROUGH 17 OF SURVEYS, RECORDS OF KING COUNTY, WASHINGTON (RECORDING No. 2019042900008).

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.