

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 13-7-3A

**RESOLUTION AUTHORIZING DEVELOPER EXTENSION AGREEMENT
SEA MAR FAMILY HOUSING – 24215 PACIFIC HWY S**

Be It Resolved by the Board of Commissioners of Highline Water District:

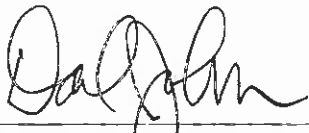
1. The District has received the application, plans and specifications for an extension to the Water District's system, subject to compliance with the District's standards and procedures for developer extensions.
2. The extension hereinafter described is an addition and betterment to the water system of the District and is hereby authorized.

Name of Extension: SEA MAR FAMILY HOUSING

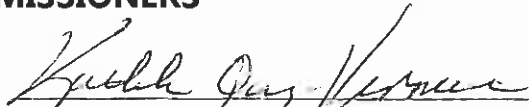
Name of Developer: SEA MAR COMMUNITY HEALTH CENTER

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an Open Public Meeting held this **3rd** day of **July 2013**.

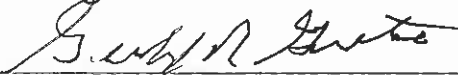
BOARD OF COMMISSIONERS



Daniel Johnson, President



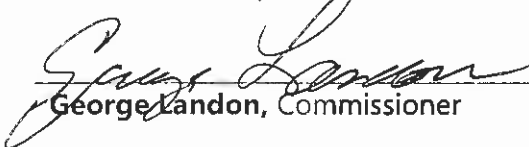
Kathleen Quong-Vermeire, Secretary



Gerald R. Guite, Commissioner



Vince Koester, Commissioner



George Landon, Commissioner

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

THIS CONTRACT entered into as of this ____ day of _____, ____ is between Highline Water District, a municipal corporation of King County, Washington (herein referred to as "District") and SEAMAR CHC ("Developer").

Developer is the owner of and desires to develop the following described real property situated in King County, Washington:

SEE ATTACHED EXHIBIT A

("Property").

In the course of the development, the Developer desires to install water mains and appurtenances (herein referred to as "Developer Extension" or "Extension"), and connect them to the main lines of the District, all in accordance with plans which have been reviewed and authorized by the District.

NOW THEREFORE, in consideration of the benefits each party shall derive from this Agreement, it is agreed between the District and the Developer as follows:

1. The Developer shall construct the Developer Extension in accordance with all District requirements. Any variations from the District's standards must be corrected prior to the District's acceptance of the Developer Extension.
2. All permits required at any time for prosecution of the Developer Extension or any portion thereof, whether or not obtained by the District, shall be at the Developer's expense, and copies of all such permits obtained by the Developer shall be delivered to the District.

FEES

3. In consideration of services provided by the District in conjunction with this agreement the Developer shall submit a deposit of \$~~6,000~~ to the District. Costs incurred by the District in administering the terms of this agreement shall be charged against the deposit during the term of the project. District costs shall be based on the actual time and expenses expended by the District or its consultant.

**HIGHLINE WATER DISTRICT
DEVELOPER EXTENSION CONTRACT**

32. The originals of the Extension plans and design ("Plans") shall be delivered to the District in the form required by the District upon completion of the Plans and shall become the property of the District. Neither the Developer nor the Developer's engineer shall have any rights of ownership, copyright, trademark or patent in the Plans.


IN WITNESS WHEREOF the parties have entered into this contract the date first above written.

HIGHLINE WATER DISTRICT

By: _____
Its General Manager

23828 30th Ave S
Kent, WA 98032
Phone: 206-824-0375
Fax: 206-824-0806

SEA MAR CHC

By: 
Its ROGELIO ROJAS CEO

1040 S. Henderson St
Seattle WA 98108
206-763-5277
fax - 206-788-3204

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

LOTS 1 THROUGH 4, BLOCK 8, TOGETHER WITH THE WEST HALF OF VACATED YUKON STREET ADJOINING, AS VACATED BY VOLUME 33 OF COMMISSIONERS RECORDS ON PAGE 97, AND LOTS 5 THROUGH 8, BLOCK 7, AND LOTS 5 THROUGH 8, BLOCK 8;

TOGETHER WITH ALL OF VACATED YUKON STREET, AS VACATED BY VOLUME 33 OF COMMISSIONERS RECORDS ON PAGE 97, LYING BETWEEN SAID LOTS;

ALL IN INTERURBAN HEIGHTS, FIFTH SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 17 OF PLATS, PAGE 85, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID LOTS 6 THROUGH 8, BLOCK 7, CONVEYED TO THE STATE OF WASHINGTON FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 2014199;

AND EXCEPT THAT PORTION THEREOF LYING EAST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION, IF ANY, OF THE WEST HALF OF THE WEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF STATE ROAD NO. 1 AND SOUTH OF THE NORTH LINE OF LOT 5, BLOCK 7, INTERURBAN HEIGHTS, FIFTH SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 17 OF PLATS, PAGE 85, IN KING COUNTY, WASHINGTON, PRODUCED EAST.

PARCEL B:

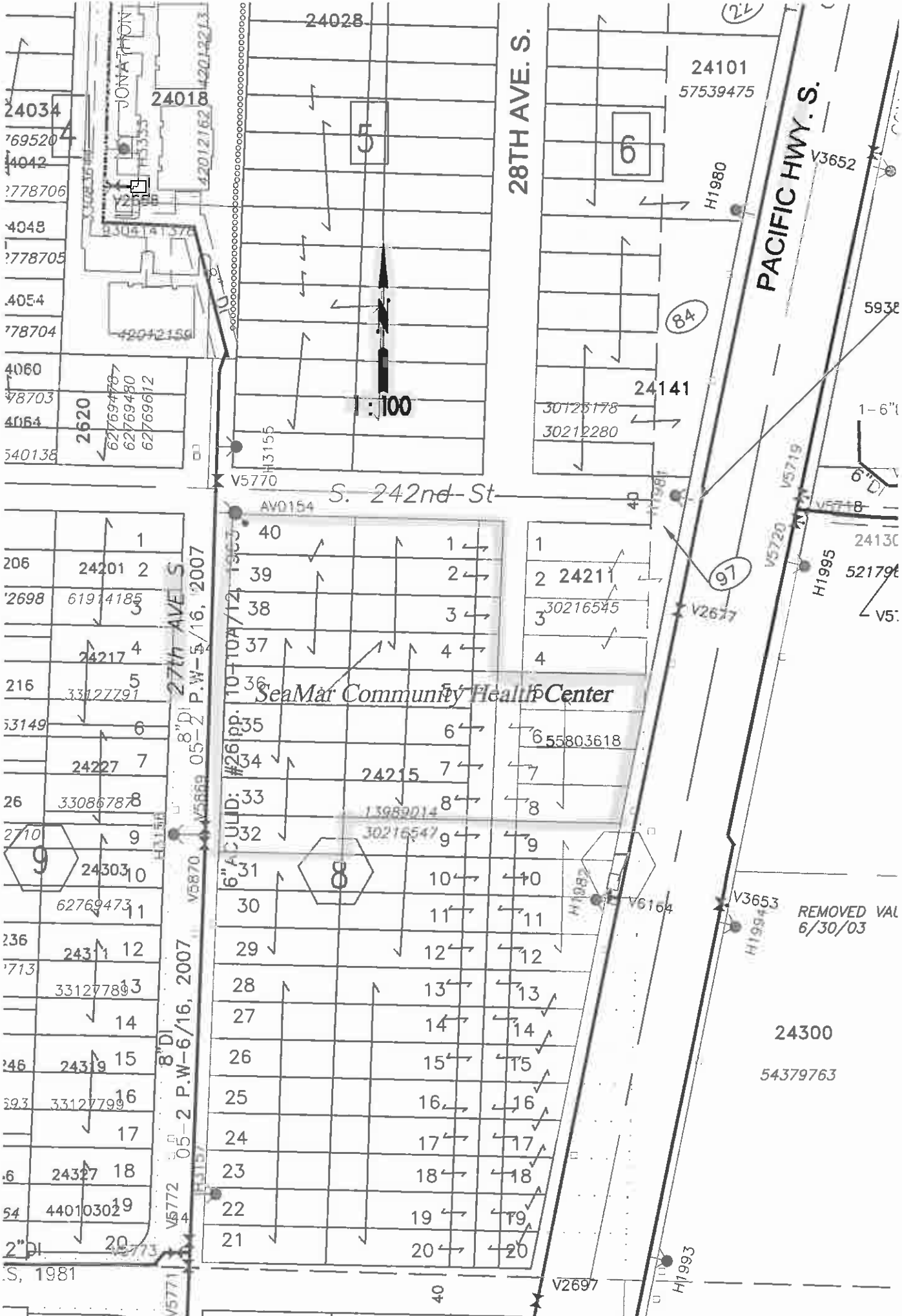
LOTS 1, 2, 3 AND 4, BLOCK 7, INTERURBAN HEIGHTS, FIFTH SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 17 OF PLATS, PAGE 85, IN KING COUNTY, WASHINGTON;

ALSO THAT PORTION OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF STATE HIGHWAY NO. 1 AND SOUTHERLY OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 1, BLOCK 7, INTERURBAN HEIGHTS, FIFTH SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 17 OF PLATS, PAGE 85, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF, IF ANY, LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5, BLOCK 7, INTERURBAN HEIGHTS, FIFTH SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 17 OF PLATS, PAGE 85, IN KING COUNTY, WASHINGTON.

PARCEL C:

LOTS 32 THROUGH 40, BLOCK 8, INTERURBAN HEIGHTS, FIFTH SECTION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 17 OF PLATS, PAGE 85, IN KING COUNTY, WASHINGTON.



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 8" DI
 05-2 P.W-6/16, 2007
 05-2 P.W-5/16, 2007

28TH AVE. S.

PACIFIC HWY. S.

SeaMar Community Health Center

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Agenda Item No.: 5.1
Agenda Date: 07/03/2013
Reviewed By: JSD

Subject: Developer Extension – Authorize Developer Extension Agreement
Sea Mar Family Housing

ATTACHMENTS:

1. Resolution.
2. Contract
3. Legal Description
4. Map

BACKGROUND:

Name of DE: Sea Mar Family Housing
Name of Developer: Sea Mar Community Health Center
Plat or Subdivision:
Scope of Work: Provide and install approx. 385 lf 10" DI water main, 106 LF 8" water main, 3 fire hydrants, two 1 1/2" domestic water services, one 3" domestic meter, two 4" fire devices and related appurtenances necessary to provide domestic water service, irrigation and fire suppression to a new health clinic and 3 story family housing facility.

GENERAL LOCATION OF DE: 24215 Pacific Hwy S.

Bill of Sale Dated:

Signed by:

Requesting Latecomers No

Payback Agreement?: Yes No N/A

Deposit Paid?: Yes No N/A

Amt. of Deposit: \$6,000

Explanation: