

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 16-6-28A

**RESOLUTION AUTHORIZING DEVELOPER EXTENSION AGREEMENT
DES MOINES CREEK BUSINESS PARK - PHASE II – FAA FACILITY
24XX S 216TH STREET, DES MOINES, WA**

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: DES MOINES CREEK BUSINESS PARK - PHASE II - FAA FACILITY
Name of Developer: DES MOINES CREEK BUSINESS PARK II, LLC

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **28th** day of **June 2016**.

BOARD OF COMMISSIONERS



Vince Koester, President



Daniel Johnson, Commissioner



Kathleen Quong-Vermeire, Commissioner



Todd Fultz, Secretary



George Landon, Commissioner

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

THIS CONTRACT entered into as of this 8th day of June, 2016, is between Highline Water District, a municipal corporation of King County, Washington (herein referred to as "District") and Des Moines Creek Business Park Phase II, LLC ("Developer").

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

see attachment 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 \$10,000 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.