HIGHLINE WATER DISTRICT
King County, Washington

RESOLUTION 16-11-16A

RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
THE RESERVE AT SEATAC - 19707 INTERNATIONAL BLVD, SEATAC, WA 98188

WHEREAS, the Board of Commissioners of Highline Water District has heretofore approved an application for the above-titled extension; and

WHEREAS, said extension has been found to have been constructed in accordance with the District’s standards; and

WHEREAS, pressure, bacteriological and other tests have been made and the results have proven satisfactory. The General Manager agrees with the recommendation for acceptance of said extension.

NOW, THEREFORE, BE IT RESOLVED:

1. The above-entitled extension to the District’s system is hereby accepted by the District, subject to the guarantee and other provisions of the Developer Extension Agreement on file at the District’s office.

2. The Bill of Sale, notarized on June 28, 2016 and executed by Christopher M. Santoro, Manager of AVS Holdings, LLC, is hereby accepted and attached as Exhibit A, along with system map.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this 16th day of November 2016.

BOARD OF COMMISSIONERS

Vince Koester, President

Daniel Johnson, Commissioner

Kathleen Quong-Vermont, Commissioner

Todd Fultz, Secretary

George Landon, Commissioner
HIGHLINE WATER DISTRICT

BILL OF SALE

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, the undersigned grantor.

The Reserve at SeaTac Partners LLLP, does by the presents hereby convey, set over, assign, transfer and sell to HIGHLINE WATER DISTRICT, King County, Washington, a municipal corporation, the following described water mains and all appurtenances thereto, situated in King County, Washington.

LOCATION: 19707 International Blvd.

<table>
<thead>
<tr>
<th>ALONG:</th>
<th>WA-99</th>
<th>FROM:</th>
<th>MP 17.63</th>
<th>TO:</th>
<th>17.70</th>
</tr>
</thead>
<tbody>
<tr>
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DESCRIBED WATER MAINS & APPURTENANCES

<table>
<thead>
<tr>
<th>Appurtenance</th>
<th>Size/Type</th>
<th>Amount Installed</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached</td>
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<td>$</td>
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</tbody>
</table>

Total Cost of Water Improvements $130,933.00
The said Grantor hereby certifies that it is the sole owner of all of the property above described; that it has full power to convey the same and that it will defend the said title of said water district against any and all persons lawfully making claim thereto. The total cost of installing the above described extension to the present water district system, including labor and materials is:

One Hundred Thirty Thousand, Nine Hundred 33 and no/100 Dollars ($ 130,933.00 )

The Developer’s Maintenance Bond will be for 50% of this amount.

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this________________________ day of ______________________, 2015.

________________________
Title: ______________________

________________________
Title: ______________________

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON )
) SS
COUNTY OF KING )

On this __________ day of ______________________, __________, before me the undersigned, a Notary Public, personally appeared ______________________, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that it was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

________________________
Signature of Notary

________________________
Print or stamp name of Notary

Notary Public for the State of Washington, residing at ______________________.

My appointment expires ______________________.
RESERVE AT SEATAC PARTNERS LLP,
a Washington limited liability limited partnership

By: Reserve at SeaTac GP LLC,
a Washington limited liability company
Its: Administrative General Partner

By: AVS Holdings, LLC,
a Florida limited liability company
Its: Sole Member

By: [Signature]
Christopher Santoro, Manager

STATE OF WASHINGTON )
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Christopher M. Santoro is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of AVS Holdings, LLC, a Florida limited liability company, member and manager of Reserve at SeaTac GP LLC, a Washington limited liability company, the Administrative General Partner of Reserve at SeaTac Partners LLP, a Washington limited liability limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 4, 2016.

[Notary Public Seal]
Notary Public
Print Name Kathleen C. McCusker
Residing in King County, WA
My commission expires: 12/9/17
### Labor & Material Costs for Water Main & Appurtenances:

<table>
<thead>
<tr>
<th>Description</th>
<th>Net Qty Invoiced</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>12&quot; BLACK BOLT &amp; NUT KIT 12 PER 7/8&quot; X 3 3/4&quot;, A 307, GRADE A J IMPORT</td>
<td>128</td>
<td>$20.00</td>
<td>$206.00</td>
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<tr>
<td>12&quot; BLACK BOLT &amp; NUT KIT DOMESTIC 12 PER 7/8&quot; X 3 3/4&quot;, GRADE 5 USA</td>
<td>248</td>
<td>$23.18</td>
<td>$5,820.32</td>
</tr>
<tr>
<td>2&quot; FLG RING GASKET, NEOPRENE, 150#</td>
<td>9</td>
<td>$3.48</td>
<td>$31.32</td>
</tr>
<tr>
<td>12&quot; MJ X FL ADAPTER DI, AWWA C153, C/L, LESS ACC (80 LBS) DOMESTIC</td>
<td>2</td>
<td>$293.73</td>
<td>$587.46</td>
</tr>
<tr>
<td>12&quot; MJ CAP, TAPPED 2&quot; IP DI, SS6, AWWA C153, LESS ACCESS (44 LBS)</td>
<td>6</td>
<td>$109.67</td>
<td>$658.02</td>
</tr>
<tr>
<td>12&quot; BLIND FLANGE, TAPPED 2&quot; IP DI, AWWA C110, NORMALLY BARE FINISH (87 LBS) DOMESTIC</td>
<td>1</td>
<td>$257.08</td>
<td>$257.08</td>
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<tr>
<td>12&quot; MJ 11 1/4 ELL DI, AWWA C153, C/L, LESS ACC (79 LBS) DOMESTIC</td>
<td>6</td>
<td>$155.11</td>
<td>$1,130.66</td>
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<td>12&quot; MJ 11 1/4 ELL DI, AWWA C163, C/L, LESS ACC (79 LBS) DOMESTIC</td>
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<td>$251.80</td>
<td>$1,007.20</td>
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<tr>
<td>12&quot; MJ X FL 80 ELL DI, AWWA C193, C/L, LESS ACCESS (153 LBS) DOMESTIC</td>
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<td>$531.88</td>
<td>$531.88</td>
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<tr>
<td>6&quot; MJ SLEEVE LONG PATTERN DI, AWWA C153, LESS ACCESSORIES (53 LBS) DOMESTIC</td>
<td>2</td>
<td>$133.78</td>
<td>$267.56</td>
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<tr>
<td>12&quot; MJ SLEEVE LANG PATTERN DI, AWWA C153, LESS ACCESSORIES (85 LBS) DOMESTIC</td>
<td>5</td>
<td>$270.78</td>
<td>$1,353.90</td>
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<tr>
<td>12&quot; FL X 2&quot; MJ REDUCER (3&quot; AWWA C110, C/L, LESS ACC (183 LBS) DOMESTIC</td>
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<td>$625.36</td>
<td>$3,126.80</td>
</tr>
<tr>
<td>12&quot; X 4&quot; FL TEE DI, AWWA C110, C/L (3/2) LBS DOMESTIC</td>
<td>1</td>
<td>$1,149.96</td>
<td>$1,149.96</td>
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<tr>
<td>12&quot; MJ X 4&quot; FL TEE DI, AWWA C153, C/L, LESS ACCESS (117 LBS) DOMESTIC</td>
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<td>$360.18</td>
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<tr>
<td>12&quot; MJ X 6&quot; FL TEE DI, AWWA C153, C/L, LESS ACCESS (153 LBS) DOMESTIC</td>
<td>3</td>
<td>$362.39</td>
<td>$1,087.17</td>
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<td>12&quot; FL TEE DI, AWWA C110, C/L (408 LBS) DOMESTIC</td>
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<tr>
<td>12&quot; MJ X 2&quot; IP TAP TEE DI, AWWA C153, C/L, LESS ACC (88 LBS)</td>
<td>1</td>
<td>$401.05</td>
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<tr>
<td>12&quot; MJ X 2&quot; IP TAP TEE DI, AWWA C153, C/L, LESS ACC (88 LBS)</td>
<td>1</td>
<td>$306.23</td>
<td>$306.23</td>
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<tr>
<td>6&quot; COMPACT BODY MJ ACCESSORIES KIT DOMESTIC COMPLETE WITH GLAND, GASKET AND (6) 3/4&quot; X 4&quot; T-BOLTS</td>
<td>5</td>
<td>$27.40</td>
<td>$137.00</td>
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<tr>
<td>6&quot; GASKET AND T-BOLT KIT FOR C153 MJ FITTINGS DOMESTIC</td>
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<td>$19.34</td>
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<tr>
<td>12&quot; GASKET AND T-BOLT KIT FOR C153 MJ FITTINGS</td>
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<td>$21.69</td>
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<td>6&quot; WEDGE ACTION MJ KIT FOR DI PIPE BOLTS, WEDGE ACTION GLAND &amp; GASKET</td>
<td>11</td>
<td>$76.65</td>
<td>$843.15</td>
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<tr>
<td>12&quot; WEDGE ACTION MJ KIT FOR DI PIPE BOLTS, WEDGE ACTION GLAND &amp; GASKET</td>
<td>46</td>
<td>$150.62</td>
<td>$6,980.92</td>
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<tr>
<td>8&quot; FL 52 DI PIPE TJ, C151/A21.51, C104, C/L, 18.25 NOM, LOTH, SBR GASKET (28.9 LBS/FT)</td>
<td>18.25</td>
<td>$23.53</td>
<td>$429.42</td>
</tr>
<tr>
<td>8&quot; FL 52 DI PIPE TJ, C151/A21.51, C104, C/L, 18.25 NOM, LOTH, SBR GASKET (47.5 LBS/FT)</td>
<td>817.2</td>
<td>$31.29</td>
<td>$25,570.19</td>
</tr>
<tr>
<td>12&quot; FIELD LOCK TYPON JOINT GASKET SB RUBBER</td>
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<td>$136.68</td>
<td>$5,877.24</td>
</tr>
<tr>
<td>12&quot; DUCTILE IRON FL X FL GATE VALVE AWWA C51NSR, RESILIENT SEAT WITH 2&quot; CP-NUT</td>
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<td>$1,599.66</td>
<td>$1,599.66</td>
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<tr>
<td>12&quot; DUCTILE IRON MJ X FL GATE VALVE AWWA C51NSR, RESILIENT SEAT, LESS ACCESSORIES (398 LBS)</td>
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<td>$1,741.06</td>
<td>$8,705.30</td>
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<tr>
<td>12&quot; DUCTILE IRON MJ X MJ GATE VALVE AWWA C51NSR, RESILIENT SEAT, LESS MJ ACCESSORIES (362 LBS)</td>
<td>2</td>
<td>$1,737.78</td>
<td>$3,475.56</td>
</tr>
<tr>
<td>LABOR &amp; EQUIPMENT COSTS TO INSTALL WATER MAINS AND APPURtenances</td>
<td>1</td>
<td>$58,825.00</td>
<td>$58,825.00</td>
</tr>
</tbody>
</table>

**TOTAL** $120,933
CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

This Agreement ("Agreement") is made this 31st day of October, 2016 by and between the
Highline Water District, a municipal corporation ("District"); and
The Reserve at SeaTac Partners LLP ("Developer") (individually a "Party" and collectively the
"Parties") for the purposes set forth herein.

SECTION 1: RECITALS

1.01 The District and the Developer are parties to a developer extension contract dated the
22nd day of April, 2015 ("Extension Contract") regarding the
construction of certain water extension improvements ("Extension Improvements") for
the project known as The Reserve at SeaTac ("Project") referenced therein.

1.02 Pursuant to Section 11 "Insurance and Bonding" of the Extension Contract, the
Developer is required to furnish the District with a maintenance bond to insure compliance with the District's standards and specifications and the terms and
conditions of the Extension Contract covering a two (2) year period from the date of
the District's acceptance of the Extension Improvements. Pursuant to such provision,
the Developer desires to furnish the District with a cash maintenance bond in lieu of a
surety maintenance bond as required by the Extension Contract.

1.03 The District will accept, hold and disburse such cash as the maintenance bond as set
forth below.

1.04 Therefore, the Parties, in consideration of the terms and conditions herein stated, now
agree as follows:

SECTION 2: CASH MAINTENANCE BOND

2.01 The Developer shall provide the District cash funds ("Funds") in the amount of U.S.$65,466.50 to guarantee Developer's
performance of the maintenance obligations referenced in Section 1.02 above.

2.02 The District shall hold and deposit the Funds in an interest-bearing deposit account in
Not Applicable Bank ("Bank"), such account to be in the sole
name of the District. District shall have the right to direct the Bank regarding the
disposition of the Funds pursuant to this Agreement without the Developer's consent.

2.03 The conditions under which the District will disburse or utilize the Funds for the
completion of the Developer's obligations under the Extension Agreement are such that:

a. If the Developer complies with the District's standards and specifications and the
terms and conditions of the Extension Contract, remedies all damages to the
District's system and the Extension Improvements resulting from the Developer's
failure to properly perform the work under the Extension Contract, and remedies
all damages or claims by other agencies or private owners, the District shall
disburse the Funds less charges for District administrative and other costs
CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

referenced in this Agreement to the Developer within thirty (30) days of such determination by the District; or

b. If the Developer fails to comply with the District’s standards and specifications and the terms and conditions of the Extension Contract, fails to remedy all damages to the District’s system and the Extension Improvements resulting from the Developer’s failure to properly perform the work under the Extension Contract, or fails to remedy all damages or claims by other agencies or private owners arising out of or relating to the Extension Contract, the District shall have the right to use the Funds to perform and complete the terms and conditions of the Extension Contract and remedy and satisfy all damages and claims arising out of or relating to the Extension Contract and the Bank shall immediately release the Funds to the District for that purpose upon demand by the District; in such event, the District shall return any unused Funds thereon to the Developer within thirty (30) days of the end of the two (2) year period referenced in Section 1.02 above.

2.04 Forfeiture and the District’s use of the Funds as herein provided shall be in addition to all the rights and remedies granted by law, equity or contract to the District to seek reimbursement of damages incurred or to enforce the provisions of the Extension Agreement.

SECTION 3: PLEDGE AND SECURITY AGREEMENT

3.01 Developer hereby grants to the District, its successors and assigns, a security interest in the Funds pursuant to Chapter 62A.9A RCW, including RCW 62A.9A-312, 313 and 314, and as such statutes may be amended and revised, which Funds will be delivered to the District and placed in the District’s possession and control. Developer further grants to the District a security interest in all proceeds of the Funds, whether in the form of profits, dividends, accrued interest or otherwise.

3.02 For purposes of the security interest granted herein, Bank shall be the agent of the District for possession of the Funds such that possession of the Funds by Bank shall be deemed to be possession and control of the Funds by the District.

3.03 Developer warrants that, except as provided for herein, Developer has full title to the Funds and the Funds are free and clear of any other security interest, encumbrance, or claim of right, title or ownership. Developer shall not create or permit the existence of any lien or security interest other than that hereby created in the Funds without the express written consent of the District nor shall Developer assign any interest in the Funds to any other person or entity without the District’s written consent, such consent to be in the District’s sole discretion.

3.04 Developer agrees to repay to the District all sums including, but not limited to, legal fees and costs which the District may expend or incur in conserving or protecting the Funds, or in enforcing its security interest herein, including without limitation such
CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

sums as may be charged by Bank or any governmental entity with respect to the Funds. The sums agreed to be paid herein shall be secured by this Agreement.

3.05 The District shall have the right to enforce and collect on its security interest in the Funds in accordance with the terms and provisions contained in this Agreement. Enforcement and collection of the District's security interest in the Funds shall be in addition to all other rights and remedies placed by law, equity or contract to the District to seek reimbursement of additional damages incurred and/or to enforce the provisions of the Extension Agreement and this Agreement, should the Funds be insufficient to discharge the Developer’s obligations to the District.

SECTION 4: GENERAL PROVISIONS

4.01 This Agreement shall serve as an addendum to the Extension Contract and shall supersede and amend such Extension Contract to the extent provided herein.

4.02 All time limits set forth herein are of the essence. The Parties agree to perform all obligations under this Agreement with due diligence.

4.03 In the event that this Agreement or any obligation secured by it is referred to an attorney to protect or defend the priority of the District's interest in the Funds, or for collection or realization procedures, Developer agrees to pay the District's reasonable attorneys' fees and costs incurred by the District and such fees and costs shall be secured by this Agreement.

4.04 The District will cause to be performed certain services by its legal counsel, engineers and District personnel to carry out the foregoing purposes, including but not limited to the preparation and administration of this and any related agreements and documents. The Developer agrees to pay the cost of such services as a condition of the District's agreement herein.

4.05 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The State of Washington shall also be the jurisdiction for the Bank for the purposes of this Agreement pursuant to RCW 62A.9A-304(b). Venue for any action arising out of or relating to this Agreement shall lie in King County Superior Court.

HIGHLINE WATER DISTRICT
(“District”)

By ____________________________

Its ____________________________

Reserve at SeaTac Partners LLLP
(“Developer”)

By ____________________________

Christopher Santoro

Its Authorized Signatory
CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

________________________ Bank hereby consents and agrees that it is the agent of HIGHLINE WATER DISTRICT for purposes of possession by HIGHLINE WATER DISTRICT of the funds in the amount of ______________________ Dollars ($__________), which funds the District has a security interest in pursuant to this Agreement and Chapter 62A.9A RCW.

DATED the ___ day of __________, 20___.

________________________ Bank ("Bank")

________________________ Branch

By __________________________

Its __________________________

STATE OF WASHINGTON
)
)
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 ____ signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the ______________________ of ______________________ Bank to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: ______________________

(Signature)

NAME: ______________________

(Print Name)

Notary Public in and for the State of Washington.
Commission Expires: ______________________
CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

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 ____ signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the __________________________ of __________________________ to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: __________________________

________________________________________
(Signature)

NAME: __________________________________
(Print Name)

Notary Public in and for the State of Washington.
Commission Expires: __________________________

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 ____ signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the __________________________ of Highline Water District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: __________________________

________________________________________
(Signature)

NAME: __________________________________
(Print Name)

Notary Public in and for the State of Washington.
Commission Expires: __________________________
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On November 1, 2016 before me, Brian Cash, Notary Public,
personally appeared Christopher Santoro, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

BRIAN CASH
COMM...2150025
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Term Exp. April 22, 2020

ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE
ATTACHED DOCUMENT

Cash Maintenance and Pledge
(Title or description of attached document)

of Monies Agreement
(Title or description of attached document continued)

Number of pages
5
Document Date
10-31-16

Pg 3 is where he signs
(Additional information)

NOTARY PUBLIC
CONTACT INFORMATION

The UPS Store
668 N Coast Hwy
Laguna Beach, CA 92651
949-494-4420 tel
949-494-9850 fax
store0120@theupsstore.com
www.TheUPSSLocal.com/0120
Subject: Developer Extension – The Reserve at SeaTac

Accept Project as Complete

ATTACHMENTS:

1. Resolution
2. Map
3. Bill of Sale
4. Maintenance Bond

BACKGROUND:

Name of DE: The Reserve at SeaTac

Name of Developer: Reserve at SeaTac GP, LLC / AVS Communities

Plat or Subdivision: The Reserve at SeaTac

Scope of Work: Provide and install approximately 817 ft 12" DI & 18 ft 8" DI water main, 3 fire hydrants, one 3" water meter, one 6" Fire – DDCVA, 7 12" and 5 6" valves, and related appurtenances necessary to provide domestic water service, irrigation and fire suppression to a new multi-room senior living facility.

Resolution # Authorize DE: 15-5-6B

General Location of DE: 19707 International Blvd., SeaTac, WA 98188

Bill of Sale Dated: June 28, 2016

Signed by: Christopher M. Santoro, Manager of AVS Holdings, LLC

Requesting Latecomers Payback Agreement?: Yes [ ] No [x] N/A [ ]

Deposit Paid?: Yes [x] No [ ] N/A [ ]

Amt. of Deposit: $10,000

Explanation: This is the final step in the developer extension process. This resolution authorizes acceptance of the developer extension, and staff has verified that it is complete in accordance with the District's standards.