

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 22-2-15C

**RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM
POINTE BY VINTAGE – 22837 PACIFIC HWY S**

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 9/7/2022 and executed by Michael Gancar, is hereby accepted and attached as Exhibit A.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **15th** day of **February 2023**.

BOARD OF COMMISSIONERS

DocuSigned by:
Daniel Johnson
 Daniel Johnson, President

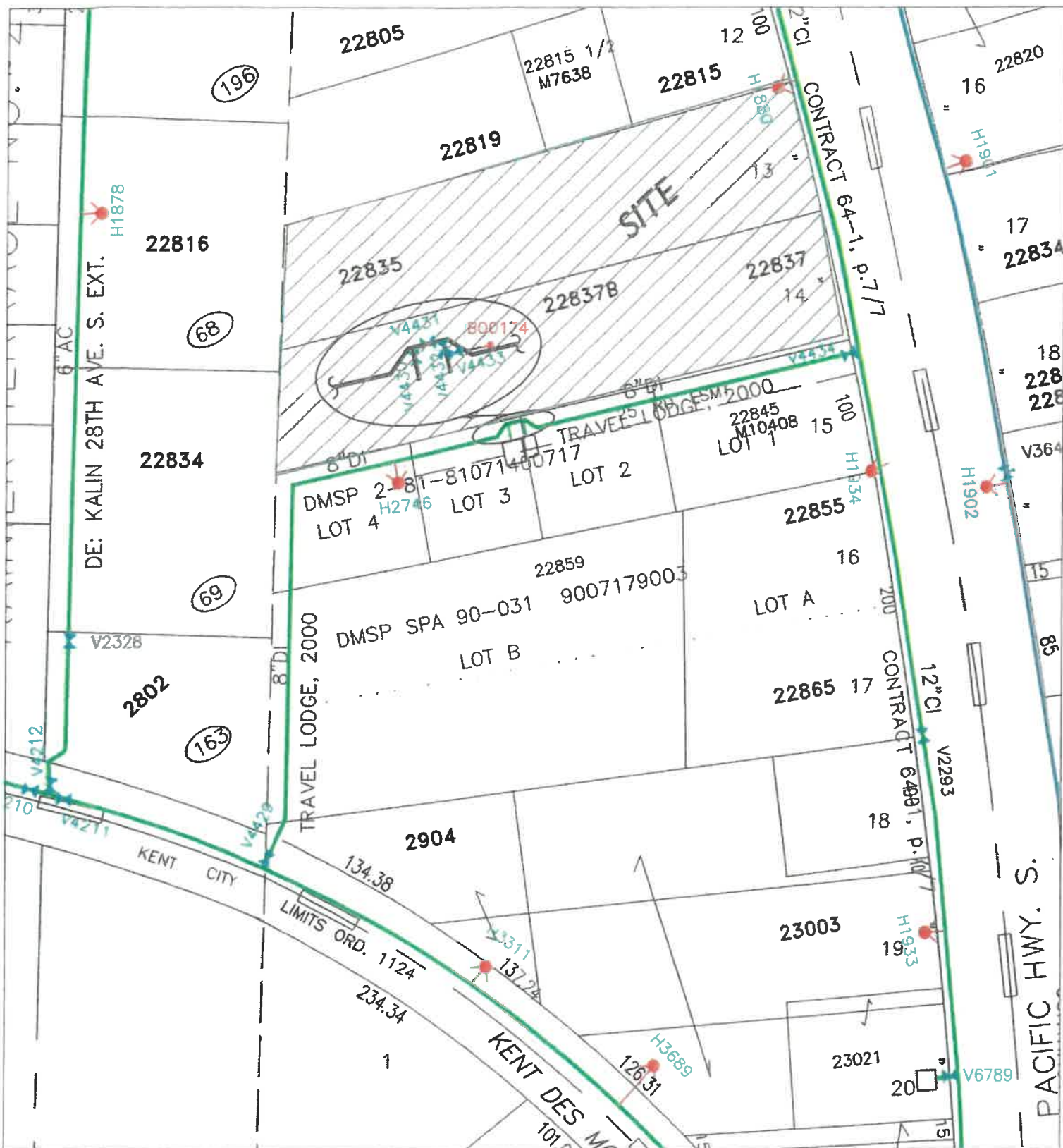
DocuSigned by:
Polly Daigle
 Polly Daigle, Commissioner

DocuSigned by:
Vince Koester
 Vince Koester, Commissioner

DocuSigned by:
Kathleen Quong-Vermeire
 Kathleen Quong-Vermeire, Secretary

DocuSigned by:
Todd Fultz
 Todd Fultz, Commissioner

ATTACHMENT I



Water Availability Site Map

Parcel 2500600080
22837 Pacific Highway S



3/4/20

Legend	
	Hydrants
	Water meters
	Valves
	490 Zone Water Main

Highline Water District

Name of Project: Pointe by Vintage

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS that whereas Highline Water District, King County, Washington, a Washington municipal corporation, hereinafter designated as "*the District*" has entered into a contract dated October 7th, 2020, with Pointe by Vintage, LP, hereinafter designated as "*the developer*", providing for construction of Pointe by Vintage, which contract is on file at the District offices and by this reference is made a part hereof.

Whereas said contract and the "*contract documents*" composing it are on file at the water district office and are incorporated herein by reference, and made a part hereof as though fully set forth; and

Whereas said Developer is required under the terms of said contract to furnish a Maintenance Bond for 50% of the actual and total documented costs for the installation of water main and related appurtenances and faithful performance thereof for a period of two (2) years, or until the District inspects and releases said project.

Now Therefore we, the undersigned Developer, as principal, and Harco National Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound unto said water district in the sum of Twenty Nine Thousand Eight Hundred Dollars (\$ 29,825.50) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

The conditions of this obligation are such that the Developer, his heirs, representatives or successors or assigns shall well and truly keep and observe all of the covenants, conditions and agreements in said contract, and contract documents, and shall faithfully perform all of the provisions of the said contract and contract documents, and pay all contractors, laborers, mechanics, sub-contractors and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall pay all obligations arising under the said contract, including taxes, and shall indemnify and save harmless the District, its officers and agents, from any pecuniary loss, including legal fees and expense, resulting from the breach of any of the covenants, conditions or agreements to be performed by the developer.

No change, extension of time, alteration or addition to the work to be performed under

this contract shall in any way affect the Developer's or Surety's obligation on this bond, & Surety does hereby waive notice of any change, extension of time, alteration or additions to the work.

This bond is furnished in pursuance of the requirements of the said contract and contract documents, and is in accord with the provisions of Section 39.08.010 et. seq. of the Revised Code of Washington (RCW), and in addition to the other obligations herein contained, is made, executed and delivered by the Developer and Surety to the Owner for the laborers, mechanics, sub-contractors and material men, and all persons who supply such person(s) with provisions and supplies for the carrying on of the work covered by the said contract and contract documents.

IN WITNESS WHEREOF the said Developer and the said Surety caused this bond to be signed and sealed by their duly authorized officers or agents this 23rd day of August, 2022.

Pointe by Vintage, LP
Developer



By

Manager

Title


Attorney-in-fact Shelly Donovan

Harco National Insurance Company
Surety



By Shelly Donovan

Attorney In Fact
Title

**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ADAM GRIFFITH, PATRICK MCLAUGHLIN, SHAWN M. WILSON, SHELLY DONOVAN, LAUREN E. RICHARDSON, NICHOLAS W. PAGET, EDWARD G. TABISH, GEORGE C. SCHROEDER
Spokane, WA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 04, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 23, 2022

Irene Martins, Assistant Secretary

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.

* Pointe by Vintage, LP

_____ 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: 22837 Pacific Highway South, Des Moines, WA 98198

ALONG: _____ **FROM:** _____ **TO:** _____

ALONG: _____ **FROM:** _____ **TO:** _____

ALONG: _____ **FROM:** _____ **TO:** _____

DESCRIBED WATER MAINS & APPURTENANCES

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
8" Pipe	8"	146 LF	\$ 74.00	\$ 10,804
6" Pipe	6"	55 LF	\$ 57.00	\$ 3,135
4" Pipe	4"	104 LF	\$ 73.00	\$ 7,592
Fire Hydrant		1 EA	\$ 5,750	\$ 5,750
Vault		1 EA	\$ 24,000	\$ 24,000
Valves		1 LS	\$ 2,845	\$ 2,845
Fittings & Blockings		1 LS	\$ 5,525	\$ 5,525
			\$	\$
Total Cost of Water Improvements				\$ 59,651

* **Bill of Sale Date:** 8/23/22

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:

Fifty Nine Thousand Six Hundred Fifty One Dollars (\$ 59,651)

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

* **IN WITNESS WHEREOF**, the Grantor(s) has (have) executed these presents this 7 day of September 7, 2022.

[Handwritten Signature]
Title: Manager 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.

[Handwritten Signature]

Signature of Notary

Print or stamp name of Notary

Notary Public for the State of Washington,
residing at _____

My appointment expires _____

CORPORATION 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 within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he (she or they) was (were) authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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 _____

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)
) ss.
COUNTY OF ORANGE)

On September 7, 2022 before me, Debra Lyn Scharf, Notary Public, personally appeared Michael K. Gancar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/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 Debra Lyn Scharf



NOTARY PUBLIC in and for the State of California,
residing at Newport Beach, Ca.
My Commission Expires 12/09/2024

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 20-10-7B

**RESOLUTION AUTHORIZING DEVELOPER EXTENSION AGREEMENT
POINTE BY VINTAGE – 22837 PACIFIC HWY S, DES MOINES, WA**

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

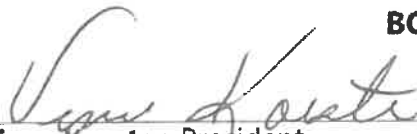
1. The District has received the application, plans and specifications for an extension to the Water District's system, subject to compliance with the District's standards and procedures for developer extensions.
2. The extension hereinafter described is an addition and betterment to the water system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

Name of Extension: POINTE BY VINTAGE

Name of Developer: VINTAGE HOUSING DEVELOPMENT, INC.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **7th** day of **October 2020**.

BOARD OF COMMISSIONERS




Vince Koester, President



Polly Dalgte, Commissioner



Kathleen Quong-Vermeire, Commissioner



Todd Fultz, Secretary



Daniel Johnson, Commissioner

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

THIS CONTRACT entered into as of this 24 day of JUNE, 2020, is between Highline Water District, a municipal corporation of King County, Washington (herein referred to as "District") and POINTE BY VINTAGE, LP ("Developer").

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

LOTS 13 AND 14, BLOCK 1, FEDERAL HIGHWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGE 1, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONDEMNED BY THE CITY OF DES MOINES PURSUANT TO KING COUNTY SUPERIOR COURT CAUSE NO. 02-2-19400-1;

ALSO THE SOUTH 8 FEET OF THE NORTH 361 FEET OF THE WEST 8 FEET OF THE EAST 11 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 4 EAST, WM., IN KING COUNTY, WASHINGTON

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE COMMITMENT FOR TITLE INSURANCE NUMBER NCS-950743-PHX1 DATED MARCH 4, 2019

("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 \$ _____ 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

The District shall charge Developer for all services performed by the District which shall include, but not be limited to, the following:

- 3.1. Contract Administration;
- 3.2. Engineering;
- 3.3. Inspections by District Personnel;
- 3.4. Revisions of the Contract plans and specifications and work occasioned by an act of the Developer relating thereto;
- 3.5. Additional Inspections (County, State, District, Other);
- 3.6. Re-inspection of deficient work;
- 3.7. Any permit or franchise acquired by District;
- 3.8. Acts by the Developer that necessitates the District's Manager, staff or District consultants such as engineering and legal to spend extraordinary time on the Developer Extension;
- 3.9. Water sampling, testing and water loss;
- 3.10. District materials used by the Developer;
- 3.11. Miscellaneous expenses and/or costs incurred by the District for the Developer related to the project;
- 3.12. Cost of flow testing the system.

Unused balances will be returned to the Developer within 60 days following final acceptance of the Extension by Resolution of the Board of Commissioners. Amounts due in excess of the initial deposit shall be paid prior to project acceptance. A 10% late fee will be added to billed amounts not paid within 30 days. After 60 days of non-payment, water service to the property will be locked and a lien for the balance due plus interest will be placed on the property.

PLANS

4. Prior to submitting plans for the District to review, the plans shall have a current fire marshal's stamp and signature.

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

5. All plans and profiles, including major and minor redesigns and changes, as-built plans, easements and all estimated and final direct total project costs shall be certified by a professional engineer (or surveyor for easements) in good standing and licensed to practice in the State of Washington.
6. The Developer shall, concurrent with delivering the easements, bill of sale and warranties, deliver to the District a complete and accurate set of as-built plans on 24" x 36" mylar, as well as an AutoCad® (District compatible) computer disk of the as-built plans. The plans shall be in conformance with all District requirements.

INSURANCE AND BONDING

7. The Developer shall furnish to the District prior to the preconstruction conference a performance guarantee of a type and in a form, as determined by the District in its sole discretion, in an amount equal to one hundred (100) percent of the engineer's estimated extension construction cost or Five Thousand Dollars (\$5,000), whichever is greater. If the performance guarantee is a surety performance bond, the bond shall be issued by a surety acceptable to the District. The cost of the performance guarantee shall be the responsibility of the Developer.
8. The Developer shall require its Contractors to secure and maintain, during the term of this contract the following insurance:
 - 8.1. General liability insurance for bodily injury and property damage liability, including without limitation, coverage for explosion, blasting, collapse and destruction of underground utilities (X.C.U.) and coverage for premises, operations, independent contractors, products, contingent liability, including products and completed operations and blanket contractual liability at a combined single limit of at least \$2,000,000 per occurrence with a per project aggregate of \$3,000,000. This insurance shall cover the Developer, the District, the Contractor and all subcontractors for claims or damages of any nature whatsoever, including, but not limited to bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor.
 - 8.2. Comprehensive automobile liability, bodily injury and property damage combined single limit of at least \$1,000,000.

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

- 8.3. Insurance for claims under worker's compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and stop gap liability insurance (employer's contingent liability) with coverage of at least \$1,000,000 each accident/occurrence.

The Contractor shall have the District specifically added as an additional named insured in said policies, all at no cost to the District. The Contractor's insurance shall be designated primary coverage for both indemnity and defense, the District's insurance shall be excess.

9. The Developer shall not permit the Contractor to cause any policy to be canceled or allow any policy to lapse, and all policies shall include a clause to the effect that neither the policy nor certificate of insurance shall be subject to cancellation or reduction from the required limits of liability of amounts of insurance or any other material change until notice has been mailed to the District stating when, not less than 30 days thereafter, such cancellation reduction or change shall be effective.
10. All certificates of insurance and endorsements authenticated by the proper officers of the insurer shall state in particular those insured, the extent of the insurance and the location, character and extent of the work to be performed by the Contractor or subcontractor and said certificates of insurance and endorsements shall be delivered to the District.
11. The Developer shall post a maintenance bond (attachment A) covering a period of two years from the date of acceptance of the Developer Extension. The Bond shall be in an amount equal to 50% of the water system's construction costs or \$5,000, whichever is great for the project in order to:
- 11.1. Insure compliance with the District's standards and specifications and the terms and conditions of this contract.
 - 11.2. Insure the District against any damage to its existing system or the Developer Extension as a result of the Developer's failure to properly perform under this contract.
 - 11.3. Insure the District against any damages or claims by other agencies or private ownership.
12. If the Developer completes the extension(s) and desires service prior to the final paving of streets within the development, then at the District's option and as a

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

condition of service, a cash completion or substantial completion bond shall be deposited with the District in an amount to be determined by the District Engineer. The amount will be 125% of the cost of work yet to be completed.

CONSTRUCTION

13. Construction shall be performed on behalf of the Developer by a knowledgeable and competent contractor in water system construction (herein referred to as "Contractor") who must be registered in the State of Washington under the Contractor's Registration Act (Chapter 18.27 of the Revised Code of Washington (RCW)), and insured as set forth herein. If the Developer is acting as its own contractor, the Developer must be similarly knowledgeable, competent, registered and insured.
14. Construction shall be performed in compliance with the District's "Standard Specifications" and the current APWA/WSDOT specifications which are both incorporated herein by this reference. The District shall provide a digital copy of the Special Provisions to the Developer. It shall be the obligation of the Developer to obtain its own copy of the specifications.
15. Construction shall be performed in compliance with resolutions, ordinances, rules and requirements of the District and appropriate municipal, county, state and federal agencies.
16. The Developer and the Contractor shall not allow any water to flow through mains or facilities constructed by the Developer unless authorized by the District for temporary use. Permanent water availability to the Developer Extension through the existing lines of the District shall not be made until all provisions and requirements of this contract have been fully complied with and the District has provided written notice of acceptance to the Developer.
17. The Developer shall construct all roads and/or easements to the design sub-grade elevation prior to the start of water system installation. The District shall be advised in writing of any changes in project design that would affect the water system during construction. If the Developer changes the sub-grade elevation of water system installation areas before or after any road completion, the Developer shall be responsible for all costs incurred for the reinstallation of the water system as a result of such change in sub-grade elevation.

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

ADMINISTRATIVE COMPLIANCE

18. The Developer Extension shall be complete and accepted within 18 months of the date the Board of Commissioners adopts its resolution accepting Developer's application. If the Developer Extension is not completed and accepted within the 18 month time period, the Developer's rights under this Agreement shall cease and no water services shall be connected to such extension. The District may consent to the extension of the existing Application or the District may require the Developer to submit a new application, in either event, the Developer may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the District. The District will make its determination of whether an extension is warranted, in the District's sole discretion, based on the projects progression.
19. In the event repairs, restorations or corrections become necessary during the two year maintenance bond period, the Developer upon notification from the District shall make all repairs, restorations and corrections, at the Developer's sole expense within five (5) working days. The District may extend the five day period if, in its sole discretion, conditions warrant such an extension.
20. The District may require immediate (within 24 hours) action by the Developer, or, if the situation requires, the District may respond itself to an emergency situation. The Developer shall reimburse the District within 30 (thirty) days of the date of an invoice from the District for its expenditures in making any and all corrections to the Developer Extension and for restoration of other properties or public rights-of-way.
21. All easement documents for the Developer Extension shall be delivered to the District after construction and prior to acceptance by the District of the Developer Extension. Easements shall be at least twenty feet in width and centered on the water lateral except as expressly allowed by the District. No other lines, mains, services, buildings, or appurtenances shall encroach within the easement, except as expressly allowed by the District. Encroachments shall be removed at no cost to the District. The District's form shall be used for recording of easements.
22. As a condition of the District's acceptance of a Developer Extension the Developer shall execute a Bill of Sale in a form approved by the District that provides for transfer of title of the waterlines and appurtenances of the Developer Extension from the Developer to the District. The Bill of Sale shall include the following warranties:

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

- 22.1. That Developer is the lawful owner of said property, and that it is free from all encumbrances.
 - 22.2. That all bills for labor and materials in connection therewith have been fully paid.
 - 22.3. That Developer has the right to transfer the same and that it shall warrant and defend the same against lawful claims and demands of all persons following the date of acceptance of the Bill of Sale by the District.
 - 22.4. That Developer conveys and transfers the waterlines and appurtenances in the Developer Extension to the District for the consideration of incorporating them into the District's water distribution system.
 - 22.5. That for a period of two years from the date of acceptance, the Developer Extension remains in good working order and condition acceptable to the District, and that the Developer shall repair or replace at its own expense any work or materials that may prove to be defective during said two-year period.
23. Upon the District's sole determination, and if warranted, at completion of the Developer Extension, the District and the Developer shall both execute and acknowledge a Latecomer's Agreement which shall be recorded with the King County Recorder at the Developer's expense. The Latecomer's Agreement and procedures are available from the District upon request.

If the Developer anticipates a need for a Latecomer's Agreement, please check the adjacent box. Yes

24. No part of the water main extension or related appurtenances may be constructed without attending a pre-construction meeting to be held at the District's office. The meeting shall be attended by the Developer, Project Contractor and a designated District representative unless otherwise directed by the District. The District's assigned inspector must receive job start notification no fewer than 72 hours in advance of the beginning of construction.

MISCELLANEOUS

25. Throughout this contract, unless the contract requires otherwise, words denoting the singular may be construed as denoting the plural and vice versa, and words of one gender may be construed as denoting such other gender as is appropriate.

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

26. The laws of the State of Washington shall govern the interpretation and enforcement of this contract. Any litigation relating to the performance or non-performance of this contract shall be filed in King County Superior Court.
27. The Developer's rights and obligations arising out of this contract are not assignable or transferable without the District's express written consent as conditioned by the District, such consent to be given in the District's sole discretion.
28. In the event this contract is referred to or placed in the hands of an attorney for enforcement of any portion of this contract, or if an arbitration or lawsuit is instituted with respect to this contract, the prevailing party shall be entitled to be paid its reasonable attorneys fees and costs by the other party, including attorney's fees and costs incurred in any appeal.
29. The Developer shall indemnify and defend the District and its elected and appointed officials, employees and agents harmless from and against all claims, losses, demands, payments, suits, actions, costs and judgments of every nature and kind brought or recovered against the District by reason of the act or omission of the Developer and its contractor(s) and agents in the performance of the Developer Extension and for any cost or expense incurred by the District in connection therewith, including, but not limited thereto, attorney fees, expert witness fees and the cost of the services of engineering and other personnel whose time is reasonably devoted to the preparation and attendance at depositions, hearings, settlement conferences, trials and appeals. The Developer shall, at the District's request, furnish satisfactory evidence that all obligations of the foregoing nature have been paid, discharged, or waived.
30. Prior to the acceptance of the Extension, the Developer shall deliver to the District a written release in a form acceptable to the District, of all liens that might arise out of the performance of the work or such other evidence as may be acceptable to the District that there are no liens against the Extension. If any lien arises or remains unsatisfied after the acceptance of the Extension, the Developer shall reimburse the District for any costs and expenses, including attorneys' fees and costs incurred on account of the lien(s).
31. This contract is made entirely for the benefit of the District and the Developer and successors and assigns in interest and no third person or party shall have any rights hereunder whether by agency, as a third party or otherwise.

**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

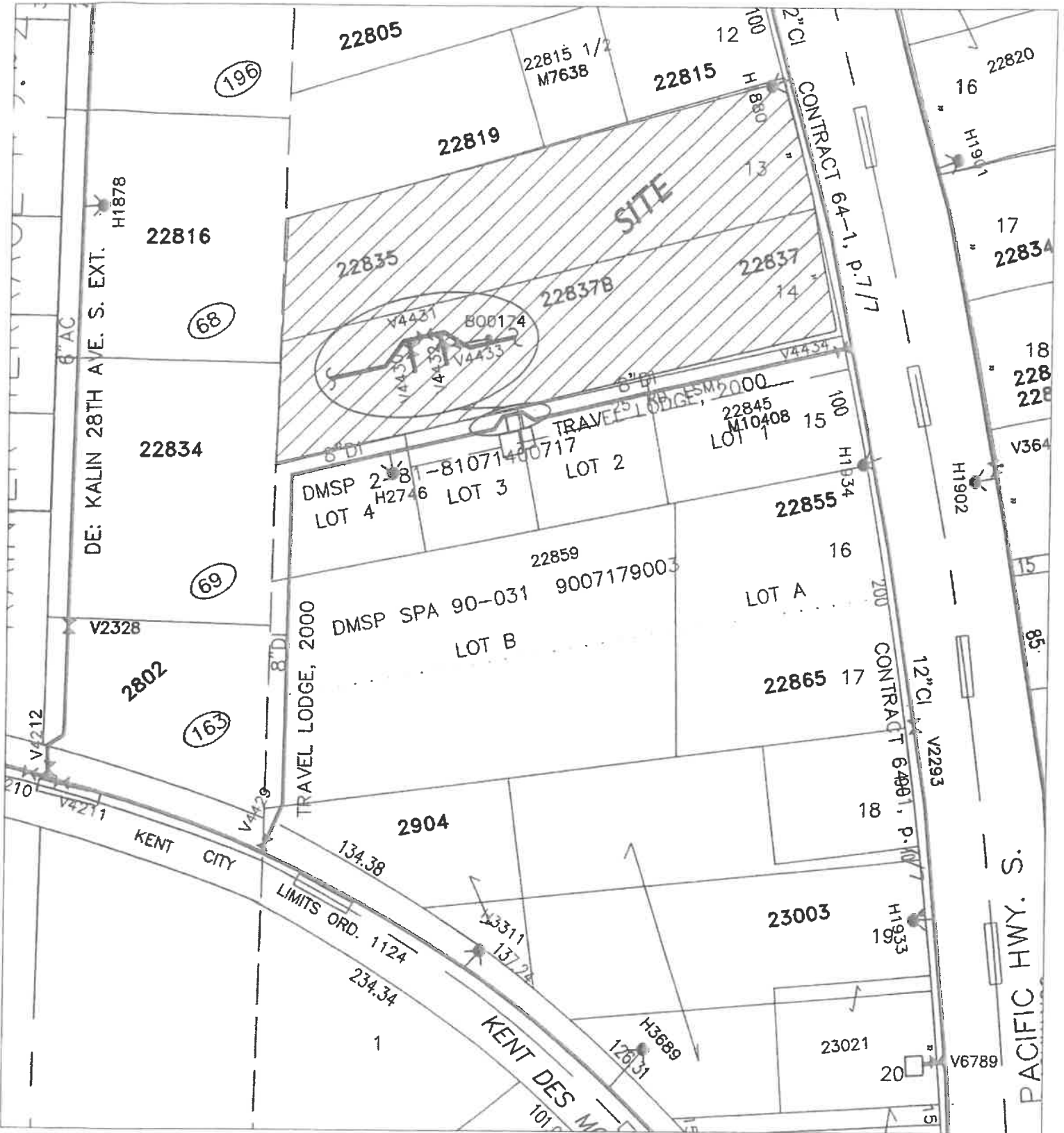
POINTE BY VINTAGE, LP

By: Michael K. Gancar

By:  _____
Its Manager

369 San Miguel Drive, Suite 135
Newport Beach, CA 92660

ATTACHMENT I



Water Availability Site Map

Parcel 2500600080
22837 Pacific Highway S

Legend	
	Hydrants
	Water meters
	Valves
	490 Zone Water Main



1:100

3/4/20

Agenda Item No.: 5.2
Agenda Date: 10/07/20
Reviewed By: [Signature]

Subject: Developer Extension – Authorize Developer Extension Agreement
Pointe by Vintage

ATTACHMENTS:

- 1. Resolution 20-10-7B
- 2. Contract
- 3. Legal Description
- 4. Map

BACKGROUND:

Name of DE: Pointe by Vintage
Name of Developer: Vintage Housing Development, Inc
Plat or Subdivision:
Scope of Work: Provide and install approximately 146 LF 8" DI, 9 LF 6" DI, 97.5 LF 4" DI water main, one 4" domestic meters, 1 fire hydrants, one 1" irrigation meter and related appurtenances necessary to provide domestic water service, and fire suppression to new mixed used commercial buildings.

GENERAL LOCATION OF DE: 22837 Pacific HWY S., Des Moines, WA 98198

Bill of Sale Dated:
Signed by:
Requesting Latecomers
Payback Agreement?: Yes No N/A
Deposit Paid?: Yes No N/A

Amt. of Deposit: \$10,000

Agenda Item No.: 3.1
Agenda Date: 2/15/2023
Reviewed By: [Signature]

Subject: Developer Extension -- Accept Project as Complete
Pointe by Vintage

ATTACHMENTS:

- 1. Resolution #22-2-15C
- 2. Map
- 3. Maintenance Bond
- 4. Bill of Sale

BACKGROUND:

Name of DE: Pointe by Vintage
Name of Developer: Vintage Housing Development, Inc
Plat or Subdivision: Plat
Scope of Work: Provide and install approximately 146 LF 8" DI, 9 LF 6" DI, 97.5 LF 4" DI water main, one 4" domestic meter, one 1" irrigation meter, and related appurtenances necessary to provide domestic water service, and fire suppression to new mixed used commercial building.

Resolution # Authorize DE: 20-10-7B

GENERAL LOCATION OF DE: 22837 Pacific HWYS., Des Moines, WA 98198

Bill of Sale Dated: 8/23/22

Signed by: Michael Gancar

Requesting Latecomers: No

Payback Agreement?: Yes No N/A

Deposit Paid?: Yes No N/A

Amt. of Deposit: \$10,000.00

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.