

KING COUNTY WATER DISTRICT NO. 90

KING COUNTY, WASHINGTON

RESOLUTION NO. 1145

A RESOLUTION of the Board of Commissioners of King County Water District No. 90, King County, Washington, approving and accepting as complete a main extension of 380' Ft of 8" DI along SE 132nd Street from SSHI LLC dba DR Horton ("Developer"), for "DE Sharing Agreement" outside of the Maple Highlands/Skyhorse Short Plat water main extension.

WHEREAS, the District entered into an Addendum to Developer extension Agreement on September 12, 2023, in which the District agreed to reimburse Developer for certain facilities to be installed for the benefit of the District as set forth in the Agreement;

WHEREAS, the District's engineer has apprised the Board of Commissioners that the contract has been completed to the District's specifications and final amounts determined;

WHEREAS, the final total contract reimbursement amount, per PCI Infrastructure Invoice#196, dated 8/23/2023, has been determined to be \$209,303.68 plus applicable sales tax;

WHEREAS, the District's consulting engineers at David Evans and Associates, Inc., and the District's attorney, Patrick M. Hanis, have approved the water main extension as to form and content.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of King County Water District No. 90, King County, Washington, as follows:

SECTION 1: That reimbursement to the Developer for District requested work is approved in the amount of \$230,627.31 plus applicable sales tax. Total project costs, including Engineering, District labor, permits, inspections and additional materials is \$266,455.

SECTION 2: That the water main extension incorporated herein by this reference as Exhibit "A" is hereby approved and accepted by King County Water District No. 90 as executed and to be

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SUBJECT: Accepting Main Extension – District Sharing re: Maple Highlands/Skyhorse

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recorded by the King County Recorder as it pertains to the "DE Sharing Agreement" related to the Maple Highlands/Skyhorse water main extension.

ADOPTED by the Board of Commissioners of King County Water District No. 90, King County, Washington, at a regular open public meeting thereof on the 17th day of December, 2024.

Pete Eberle, President

Sam Amira 11/7/25

Sam Amira, Vice-President

A.S. Materi 11/7/25

Al Materi, Secretary

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**KING COUNTY WATER DISTRICT NO. 90
KING COUNTY, WASHINGTON**

**ADDENDUM
TO DEVELOPER EXTENSION AGREEMENT (DEA)**

TO: KING COUNTY WATER DISTRICT NO. 90

The undersigned, SSHI LLC dba DR Horton (the "Developer"), previously made application to King County Water District No. 90, King County, Washington (the "District"), for permission to construct and install an extension to the District's water facilities in the public right-of-way under the District's franchise, and/or upon easements approved by the District, and to connect to the District's water distribution system as set forth in the DEA dated October 21, 2022, for the Maple Highlands / Skyhorse (Combined Plat) Project (the "Project"). An aerial of the location of the Project is attached hereto as Exhibit A.

During the course of work on the Project, it was determined that additional facilities and/or improvements were necessary and to be reimbursed in whole or part by the District, subject to final determination of the reimbursement amount by the District.

The Developer Work (defined below) will be, or has been, performed by the Developer for which it will be reimbursed by the District within sixty (60) days of Developer submitting an invoice to the District for the Developer Work:

1. DEVELOPER WORK (to be reimbursed in full by the District)

- 1.01 During the course of Developer's development of the Project, the District has requested the installation of facilities, or modification of the Developer's proposed facility design in order to comply with the District's Comprehensive Plan or to provide service availability to other properties within the District's service areas (the "Developer Work"). All of the Developer Works shall be performed in public right-of-way and is more specifically described as follows:

Developer, or its contractor, has previously installed approximately 380 linear feet of 8-inch ductile iron ("DI") water main via an open cut along SE 132nd Street as shown on the attached Exhibit B (the "DI Water Main"). Developer has previously completed all work associated with reconnecting water services to the DI Water Main and putting the DI Water Main into service. The costs of all labor and materials related to the DI Water Main shall be considered part of the Developer Work.

The Developer, or its contractor, will pipe burst the existing 6-inch steel water main along SE 135th Street as shown on the attached Exhibit C and replace such water main with approximately 700 linear feet of 10-inch HDPE water main (the "Water Main Replacement"). Both the cost of labor and for all materials used in furtherance of the Water Main Replacement shall be considered part of the Developer Work. The District shall be responsible, at its sole cost and expense, for all work associated with reconnecting water services and otherwise putting the new Water Main Replacement into service, including but not limited to any King County pavement restoration associated with the Water Main Replacement (the "District Water Main Work"). The District Water Main Work shall be excluded from the Developer Work.

The District shall be responsible, at its sole cost and expense, for any City of Renton pavement restoration required due to the Developer Work (the "District Pavement Work"). The District Pavement Work shall not be considered part of the Developer Work.

- 1.02 The Developer shall provide complete documentation of the costs attributable to such work to the District for review by the District's Board of Commissioners for approval of the reimbursement amount by resolution in accordance with and pursuant to the laws of the State of Washington (each such submittal being a "Reimbursement Submittal"). The District shall reimburse Developer for the full amount shown on each Reimbursement Submittal within sixty (60) days of the District's receipt of such Reimbursement Submittal. In no event shall the total of all Reimbursement Submittals exceed \$240,000 without prior approval of the District (the "Reimbursement Cap").
- 1.03 In the event the District and the Developer are unable to reach agreement as to a Reimbursement Submittal, or as to the increase in the Reimbursement Cap due to unforeseen circumstances, the Developer may bring no claim against the District in litigation unless the claim has first been the subject of a non-binding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The mediation shall be conducted as soon as is practicable after the completion of the project. This requirement cannot be waived except by an explicit written waiver signed by the District. The request for mediation shall be submitted in writing to the American Arbitration Association. The District and the Developer shall participate in the mediation process in good faith. An officer of Developer, and the General Manager or his designee from the District, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as engineers, subcontractors, or suppliers, their representatives, with full authority to settle any claim, shall also attend the mediation session. Unless the District and the Developer mutually agree in writing otherwise, all unresolved claims shall be considered at a single mediation session which shall occur prior to acceptance by the District of the Bill of Sale.
- 1.04 The District Water Main Work, the District Pavement Work, and all other work performed by the District or a District contractor is collectively referred to as the "District Work." The District shall indemnify and hold Developer harmless from and against any claims, obligations, liabilities and damages (including, but not limited to damages caused by settlement, water impurities, water leaks, faulty connections, and any damages arising out of any Developer bond related to the Project) to the extent arising from the District Work, including specifically, but not limited to, any repairs or replacement to the Developer Work made necessary by the District Work; provided, however, that the foregoing indemnity and hold harmless obligations shall not apply to (i) any loss, liability, cost, claim, damage, injury or expense to the extent arising from or related to the negligent acts or omissions of Developer, its officers, directors, shareholders, employees, agents, contractors, or invitees. The Developer makes no representation or warranty with respect to the District Work.

All other terms of the Developer Extension Agreement remain in effect.

Dated this 13th day of SEPTEMBER 2023.


DEVELOPER - Authorized Signature

Developer Extension Agreement - continued

ADDITIONAL OWNER SIGNATURE



SIGNATURE OF GENERAL MANAGER
approving Application and Agreement

Date 9/19, 2023

EXHIBIT A
AERIAL OF MAPLE HIGHLANDS AND SKYHORSE PLATS

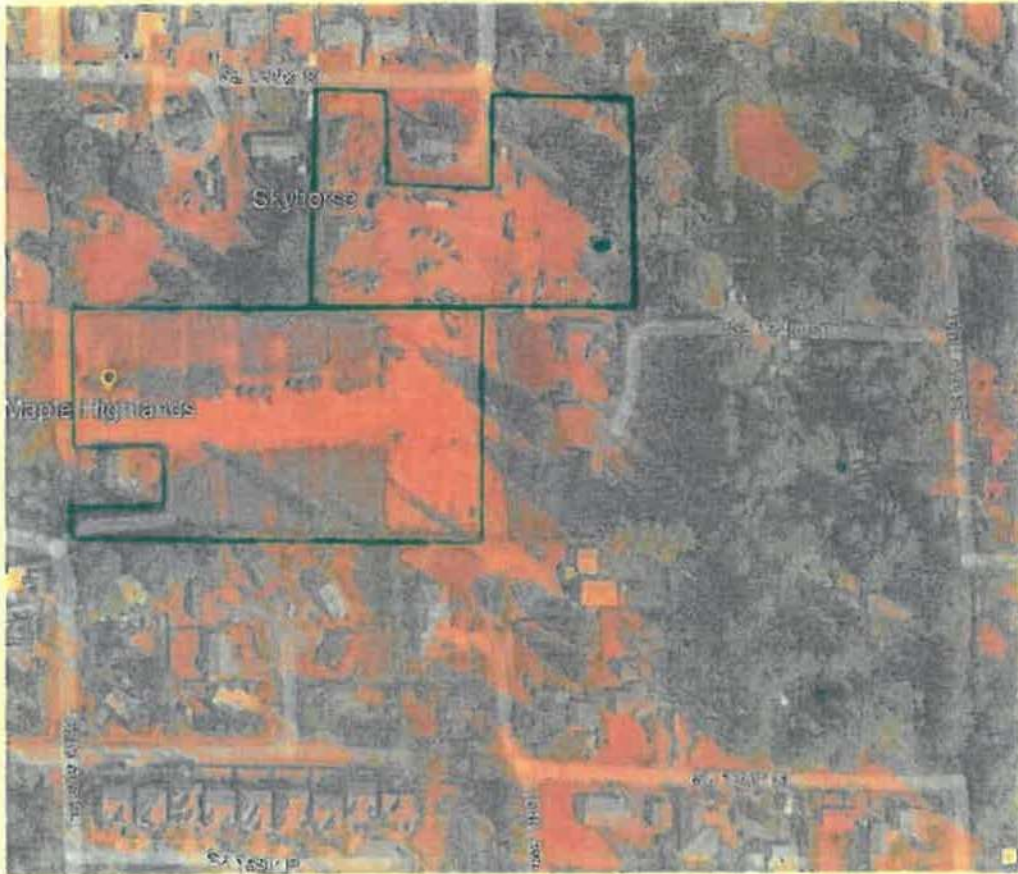


EXHIBIT B

SKYHORSE: 380' FT OF 8' DUCTILE IRON PIPE OFFSITE INSTALL ALONG SE 132ND ST.

SKYHORSE

S.E. S.W. 1/4 OF N.W. 1/4 OF SECTION 13, T. 23 N., R. 05 E., W.M. & 1/4 OF N.E. 1/4 OF SE CITY OF RENTON, STATE OF WASHINGTON

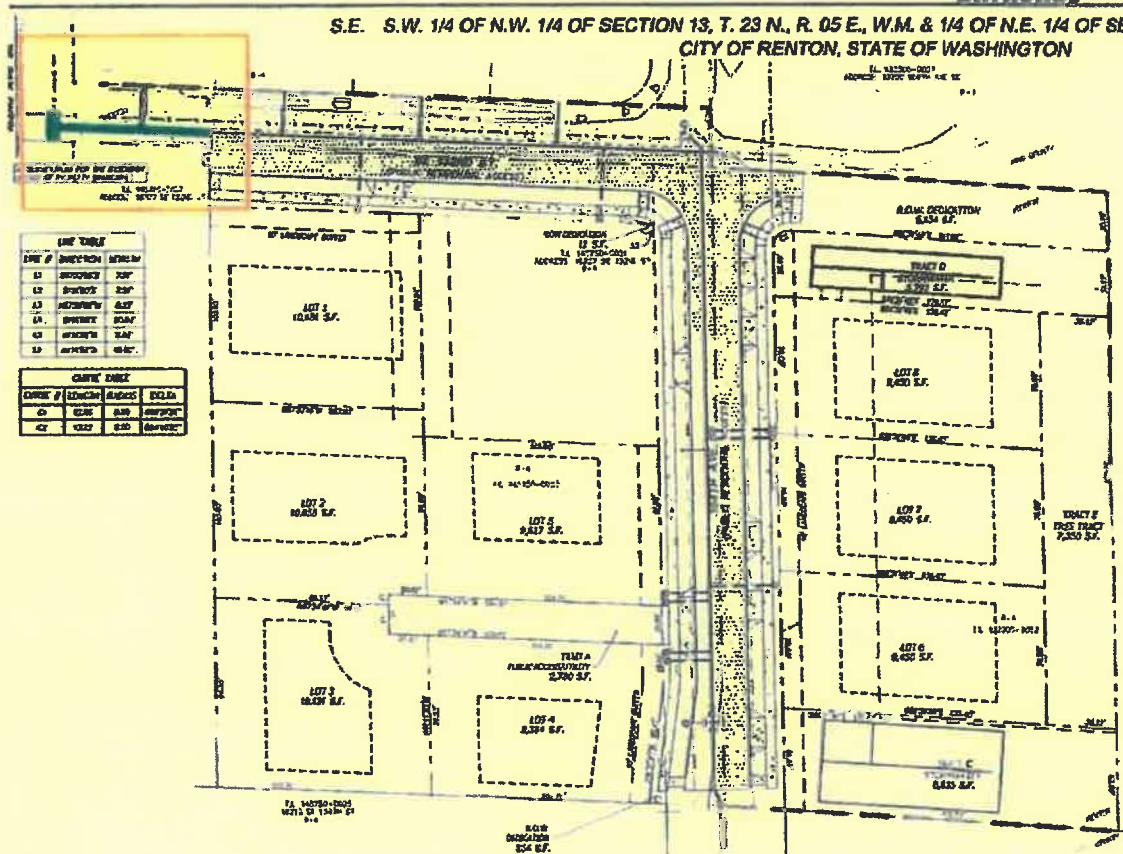


EXHIBIT C

MAPLE HIGHLANDS: APPROX 700 FT OF 10" HDPE PIPE OFFSITE ALONG SE 135TH ST.
NE 1/4 SECTION 14, TOWNSHIP 23 N, RANGE 5 E, W.M.
MAPLE HIGHLANDS

