

LAKEHAVEN UTILITY DISTRICT
King County, Washington

Resolution No. 2002-972

A resolution of the Board of Commissioners of the Lakehaven Utility District, King County, Washington, approving the establishment of certain latecomer reimbursement areas.

WHEREAS, the District is authorized to establish latecomer agreements to provide for the reimbursement to parties installing water and/or sewer a portion of the cost of the extension of such facilities,

WHEREAS, the District periodically enters into agreements with developers to collect latecomer contributions from owners of property connecting to the improvements, and


WHEREAS, the Board desiring to approve of such agreements and the latecomer reimbursement area designations established therein,

NOW, THEREFORE, **BE IT RESOLVED** as follows:

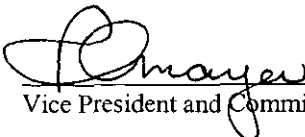
1. Latecomer agreements and the latecomer reimbursement area designations as described in Exhibits "A" through "B" are hereby approved.
2. This resolution shall be effective on the date of adoption below and all agreements and latecomer area designations shall be approved as of the date of execution of the agreement.

ADOPTED by the Board of Commissioners of Lakehaven Utility District, King County, Washington, at an open public meeting this 9th day of May, 2002.

ATTEST:



President and Commissioner Yea Nay Abstain



Vice President and Commissioner Yea Nay Abstain

Edward E. Stewart ✓
Secretary and Commissioner Yea Nay Abstain

Beverly J. Tweedle ✓
Commissioner Yea Nay Abstain

Donald B. Miller ✓
Commissioner Yea Nay Abstain

Approved as to form:

John H. Cushman
General Counsel

LATECOMER AGREEMENT

THIS AGREEMENT, entered into in duplicate between the LAKEHAVEN UTILITY DISTRICT, a municipal corporation of the State of Washington, hereinafter referred to as the "District", and WILLIAM GOODWIN, 13821 SE 252ND PLACE, KENT, WA 98042, hereinafter referred to as the "Developer":

WITNESSETH:

WHEREAS, the Developer has entered into a Developer Extension Agreement, hereinafter "Agreement", recorded under King County Auditor's File No. 9705201415, to provide for the construction of certain water and sewer improvements to serve property owned by Developer, and

WHEREAS, a portion of the improvements constructed thereunder will, as determined by the District, provide benefit to realty described herein which is located adjacent to such improvements, and

WHEREAS, pursuant to District Resolution and state law, the parties are authorized to enter into an agreement under which the District would collect an amount representing a share of the cost of construction of the improvements from the owner of such benefited property, at the time of connection, and remit the same to Developer, and

WHEREAS, the parties agreeing that the terms for such collection and remittance contained herein are fair and equitable;

NOW, THEREFORE, IT IS AGREED as follows:

1. The District hereby agrees to charge the property described on Exhibits "A" through "E," inclusive, attached hereto and by this reference incorporated herein, a proportional share of the cost of the water and sewer mains constructed pursuant to the Agreement. Reimbursement to Developer shall be conditioned upon payment by the Developer of the District's required deposit for administration of this latecomer reimbursement agreement and following the actual provision of service to such property through the facilities constructed therein. Payment to Developer shall be in further conformance with the provisions set forth in District Resolution No. 2001-962, Sections 2.v) and 3.C, as hereinbefore adopted and as may be subsequently modified or amended, and applicable laws of the State of Washington.

2. Developer agrees to comply with and be subject to all terms of Lakehaven Utility District Resolution No. 2001-962, Sections 2.v) and 3.C, as may from time to time be amended, as a condition of receiving the latecomer benefits herein.

3. This writing constitutes the full and only agreement between the parties, there being no promises, agreements, or understandings, written or oral, except as herein set forth, or as hereinafter may be amended in writing.

4. It is agreed that the Developer is not an agent of the District under the terms of this Agreement and no act or omission of the Developer shall be deemed an act or omission of the District by virtue of the laws of agency.

WITNESS our hands and seals.

LAKEHAVEN UTILITY DISTRICT
King County, Washington

William Goodwin 1-10-02 Burtan ? Ross
William Goodwin (date) Engineering Manager

Dated: Jan. 15, 2002

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that William Goodwin,
a single person signed this instrument and acknowledged it to be his free and voluntary
act for the uses and purposes mentioned in the instrument.

DATED January 10, 2002

GAIL L. GIBSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 28, 2005

Gail L. Gibson
Notary Public
Title
My appointment expires 2-28-05

For recording in the State of Washington, the Notarial Seal must be fully legible and cannot intrude into document margins. Please affix seal in the space provided.

EXHIBIT "A" - WATER

PARCEL #022104 9042

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST. W.M.. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 FEET NORTH AND 335 FEET WEST OF THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 135 FEET; THENCE WEST 5 FEET; THENCE NORTH 155 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE WEST ALONG SAID SOUTH LINE 320 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 310 FEET TO A POINT WEST OF THE POINT OF BEGINNING; THENCE EAST 320 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 100 FEET OF THE SOUTH 120 FEET THEREOF.

William J. Sharp
12/27/02

11/30/02

EXHIBIT "B" - WATER

PARCEL #022104 9125

THE NORTH 632 FEET OF THE EAST HALF OF THE WEST HALF OF THE
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2,
TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, EXCEPT THE NORTH 20 FEET AND THE EAST 20 FEET FOR
ROADS.

William Stump Helms
02/27/02

11/30/02

EXHIBIT "C" - SEWER

TRACT "A"

THE SOUTH 160.00 FEET OF TRACT A OF THE PLAT OF WEST VALLEY HEIGHTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 76 OF PLATS, PAGE 88, RECORDS OF KING COUNTY, WASHINGTON.

William Steyer & Co.
12/27/00

11/30/02

EXHIBIT "D" - SEWER

PARCEL # 022104 9071

THE NORTH ½ OF THE SOUTH ½ OF THE NORTH ½ OF THE EAST ½ OF THE
SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 21 NORTH,
RANGE 4 EAST, W.M., EXCEPT THE EAST 20 FEET THEREOF FOR ROAD
PURPOSES BY DEED RECORDED UNDER RECORDING NO. 1390079; SITUATE
IN THE COUNTY OF KING, STATE OF WASHINGTON.

William D. Hays
11/27/02

11/30/02

EXHIBIT "E" - WATER AND SEWER

PARCEL #022104 9044

THE SOUTH ½ OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON:

EXCEPT THE EAST 20 FEET FOR COUNTY ROAD;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

William Sleep
12/27/00
11/30/02

DESIMONE/LAKE GENEVA
SEWER EXTENSION
Agreement No. 99-447

LATECOMER AGREEMENT

THIS AGREEMENT, entered into in duplicate between the LAKEHAVEN UTILITY DISTRICT, a municipal corporation of the State of Washington, hereinafter referred to as the "District", and GENEVA LAKESHORE ESTATES, L.L.C., 18215 72ND AVENUE SOUTH, KENT, WA 98032, hereinafter referred to as the "Developer":

WITNESSETH:

WHEREAS, the Developer has entered into a Developer Extension Agreement, hereinafter "Agreement", recorded under King County Auditor's File No. 20000411000172, to provide for the construction of certain sewer improvements to serve property owned by Developer, and

WHEREAS, a portion of the improvements constructed thereunder will, as determined by the District, provide benefit to realty described herein which is located adjacent to such improvements, and

WHEREAS, pursuant to District Resolution and state law, the parties are authorized to enter into an agreement under which the District would collect an amount representing a share of the cost of construction of the improvements from the owner of such benefited property, at the time of connection, and remit the same to Developer, and

WHEREAS, the parties agreeing that the terms for such collection and remittance contained herein are fair and equitable;

NOW, THEREFORE, IT IS AGREED as follows:

1. The District hereby agrees to charge the property described on Exhibit "A", attached hereto and by this reference incorporated herein, a proportional share of the cost of the sewer mains constructed pursuant to the Agreement. Reimbursement to Developer shall be conditioned upon payment by the Developer of the District's required deposit for administration of this latecomer reimbursement agreement and following the actual provision of service to such property through the facilities constructed therein. Payment to Developer shall be in further conformance with the provisions set forth in District Resolution No. 2001-962, Sections 2.v) and 3.C, as hereinbefore adopted and as may be subsequently modified or amended, and applicable laws of the State of Washington.

2. Developer agrees to comply with and be subject to all terms of Lakehaven Utility District Resolution No. 2001-962, Sections 2.v) and 3.C, as may from time to time be amended, as a condition of receiving the latecomer benefits herein.

3. This writing constitutes the full and only agreement between the parties, there being no promises, agreements, or understandings, written or oral, except as herein set forth, or as hereinafter may be amended in writing.

4. It is agreed that the Developer is not an agent of the District under the terms of this Agreement and no act or omission of the Developer shall be deemed an act or omission of the District by virtue of the laws of agency.

WITNESS our hands and seals.

GENEVA LAKESHORE ESTATES, L.L.C.

LAKEHAVEN UTILITY DISTRICT
King County, Washington

By [Signature]

[Signature]
Engineering Manager

Its Managing Member

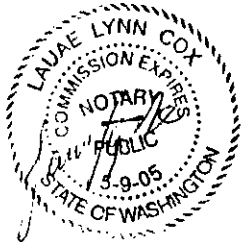
Date: Feb. 20, 2002

Dated: Mar. 4, 2002

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Thomas A. Bergbansen signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of GENEVA LAKESHORE ESTATES, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: February 20, 2002



Lavae Lynn Cox
Notary Public Lavae Lynn Cox
Title

My appointment expires 05-09-05

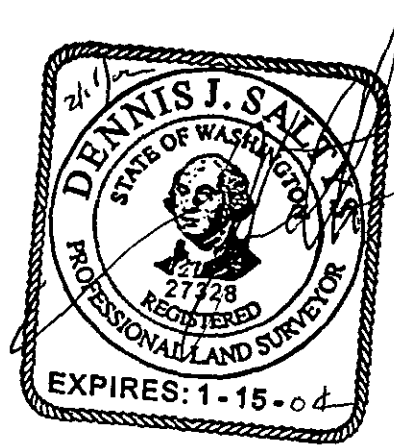
For recording in the State of Washington, the Notarial Seal must be fully legible and cannot intrude into document margins. Please affix seal in the space provided.

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1, 2, 10, 11, 21, 32, 34, 35, 36, 40, 41, and 42 of Lake Geneva's Lakeshore Estates according to the thereof recorded in Volume 69 of Plats, page 49, Records of King County, Washington.

Lot Nos.	Parcel Nos.
1	403170-0010-08
2	403170-0020-06
10	403170-0100-09
11	403170-0110-07
21	403170-0210-06
32	403170-0320-03
34	403170-0340-09
35	403170-0350-06
36	403170-0360-04
40	403170-0400-06
41	403170-0410-04
42	403170-0420-02



Project Name: Lake Geneva's Lakeshore Estates
February 11, 2002

9425L.002
SB/jss

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 6 through 17 of Evergreen Park Division 3 according to the plat thereof recorded in Volume 49 of Plats, page 85, Records of King County, Washington;

Lot Nos.	Parcel Nos.
6	242260-0030
7	242260-0035
8	242260-0040
9	242260-0045
10	242260-0050
Portion of 11	242260-0055
Portion of 11	242260-0056
Portion of 11	242260-0057
Portion of 12	242260-0060
Portion of 12	242260-0061
13	242260-0065
14	242260-0070
15	242260-0075
16	242260-0080
17	242260-0085



Project Name: Lake Geneva's Lakeshore Estates
February 11, 2002

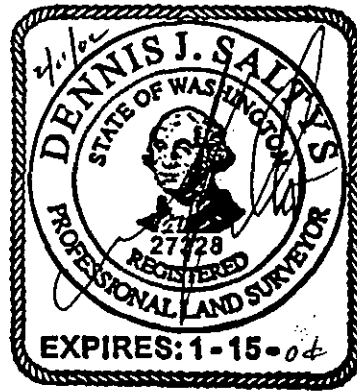
9425L.002
SB/jss

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 and 2 of King County Short Plat No. 782021, as recorded under King County Recording No. 8210010830.

Lot Nos.	Parcel Nos.
1	242200-0005-01
2	242200-0007-09



Project Name: Lake Geneva's Lakeshore Estates
February 11, 2002

9425L.002
SB/jss