

LAKEHAVEN UTILITY DISTRICT
King County, Washington

Resolution No. 2010-1172

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

WHEREAS, the District is authorized to establish Latecomer Agreements to reimburse parties installing water and/or sewer facilities 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 such agreements and the latecomer reimbursement area designations established therein,

NOW, THEREFORE, BE IT RESOLVED as follows:

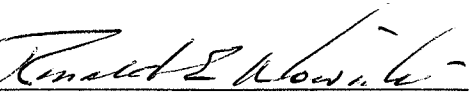
1. The Latecomer Agreements and the latecomer reimbursement area designations as described in Attachment 1 are hereby approved.
2. This resolution shall be effective on the date of adoption below and the Agreements and latecomer area designations covered hereby shall be approved as of the date of execution 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 December, 2010.

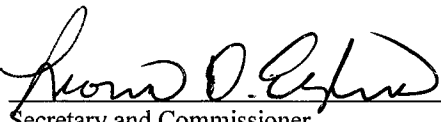
ATTEST:



President and Commissioner Yea Nay Abstain



Vice President and Commissioner Yea Nay Abstain



Secretary and Commissioner Yea Nay Abstain

Chad Hoke
Commissioner Yea Nay Abstain

Al McClain
Commissioner Yea Nay Abstain

Approved as to form:

Al Hult
General Counsel

Attachment 1

VISTA POINTE
(AKA JOVITA HEIGHTS-CORNERSTONE)
Project No. 6105033

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 "Lakehaven", and **Colby R E, LLC** 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. **20070718001797**, to provide for the construction of certain **water distribution system** improvements to serve property owned by Developer, and

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

WHEREAS, pursuant to Lakehaven Resolution and state law, the parties are authorized to enter into an agreement under which Lakehaven 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. Lakehaven hereby agrees to charge the property described on Exhibit "A", and generally depicted on Exhibit "B", attached hereto and by this reference incorporated herein, a proportional share of the cost of the **water** mains constructed pursuant to the Agreement. Reimbursement to Developer shall be conditioned upon payment by the Developer of the Lakehaven'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 Lakehaven Resolution No. 2008-1102, 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 provide Lakehaven with its current name, address and telephone number every two years from the date of execution of this Agreement. If Developer has not complied with this requirement within 60 days of the date such notice is due, Lakehaven shall be entitled to retain the latecomer payments made from property owners connecting to the system pursuant to state law and Developer, and any party with whom Developer may have assigned such rights or who may otherwise claim an interest in the reimbursement provisions herein, shall have no further claim on such funds. Developer further agrees to comply with and be subject to all terms of Lakehaven Resolution No. 2008-1102, Section 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 Lakehaven under the terms of this Agreement and no act or omission of the Developer shall be deemed an act or omission of Lakehaven by virtue of the laws of agency.

WITNESS our hands and seals.

Colby R E, L.L.C.

LAKEHAVEN UTILITY DISTRICT
King County, Washington

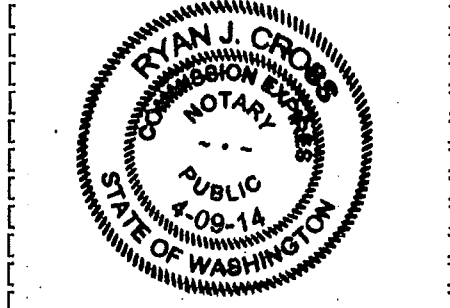
By Courtney Hashimoto
Its SVP
Date: 5-19-10

[Signature]
Water / Engineering Manager
Dated: 6/2/10

STATE OF WASHINGTON)
County of Snohomish) ss.

I certify that I know or have satisfactory evidence that COURTNEY HASHIMOTO signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the SVP of Colby R E, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 19, 2010



[Signature]
Notary Public
Title
My appointment expires 4-09-14

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"
LATECOMER TO V POINTE (AKA JOVITA HEIGHTS-CORNERSTONE) (6105033)
LEGAL PROPERTY DESCRIPTIONS - WATER LATECOMER ELIGIBLE PROPERTIES

TAX PARCEL NO. 142104-9024

THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, SITUATED IN KING COUNTY, WASHINGTON LYING SOUTHERLY OF STATE ROUTE 18; LESS WEST 150-FEET OF THE SOUTH 500-FEET THEREOF.

TAX PARCEL NO. 142104-9028

THE WEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, SITUATED IN KING COUNTY, WASHINGTON LYING SOUTHERLY OF STATE ROUTE 18 PORTION TAXABLE.

TAX PARCEL NO. 375160-0079

LOT 2, BLOCK 3, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0081

LOT 3, BLOCK 3, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0083

LOT 4, BLOCK 3, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0085

LOT 5, BLOCK 3, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0087

LOT 6, BLOCK 3, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0089

LOT 7, BLOCK 3, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0091

LOT 8, BLOCK 3, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0093

LOT 9, BLOCK 3, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0115

LOT 1, BLOCK 6, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

EXHIBIT "A" (CONTINUED)
LATECOMER TO JOVITA HEIGHTS-CORNERSTONE (6105033)
LEGAL PROPERTY DESCRIPTIONS - WATER LATECOMER ELIGIBLE PROPERTIES

TAX PARCEL NO. 375160-0117
LOT 2, BLOCK 6, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0119
LOT 3, BLOCK 6, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0121
LOT 4, BLOCK 6, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0123
LOT 5, BLOCK 6, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0125
LOT 6, BLOCK 6, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0113
LOT 7, BLOCK 6, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON;
TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING AT THE SE CORNER OF LOT 7, BLOCK 6 OF JOVITA HEIGHTS,
THENCE NORTH 28° 51' 28" E 171.54 FEET TO THE NE CORNER OF SAID LOT 7;
THENCE E PARALLEL WITH THE SOUTH LINE THEREOF 12.5 FEET;
THENCE N 28° 51' 28" E TO THE NORTH LINE OF LOT 6, BLK 6 OF JOVITA HEIGHTS,
EXTENDED;
THENCE E ALONG SAID EXTENSION LINE TO THE NORTHERLY MOST POINT OF SAID BLOCK
5;
THENCE S 28° 51' 28" W ALONG THE WEST LINE OF SAID BLOCK 5 TO THE NORTH MARGIN
OF S 340TH STREET;
THENCE WEST ALONG SAID NORTH MARGIN TO THE POINT OF BEGINNING.

TAX PARCEL NO. 375160-0260
LOT 11, BLOCK 10, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0270
LOTS 4-6, INCLUSIVE, BLOCK 12, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

TAX PARCEL NO. 375160-0201
LOTS 1 AND 2, BLOCK 9, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 20 OF PLATS, PAGE 12, RECORDS KING COUNTY, WASHINGTON.

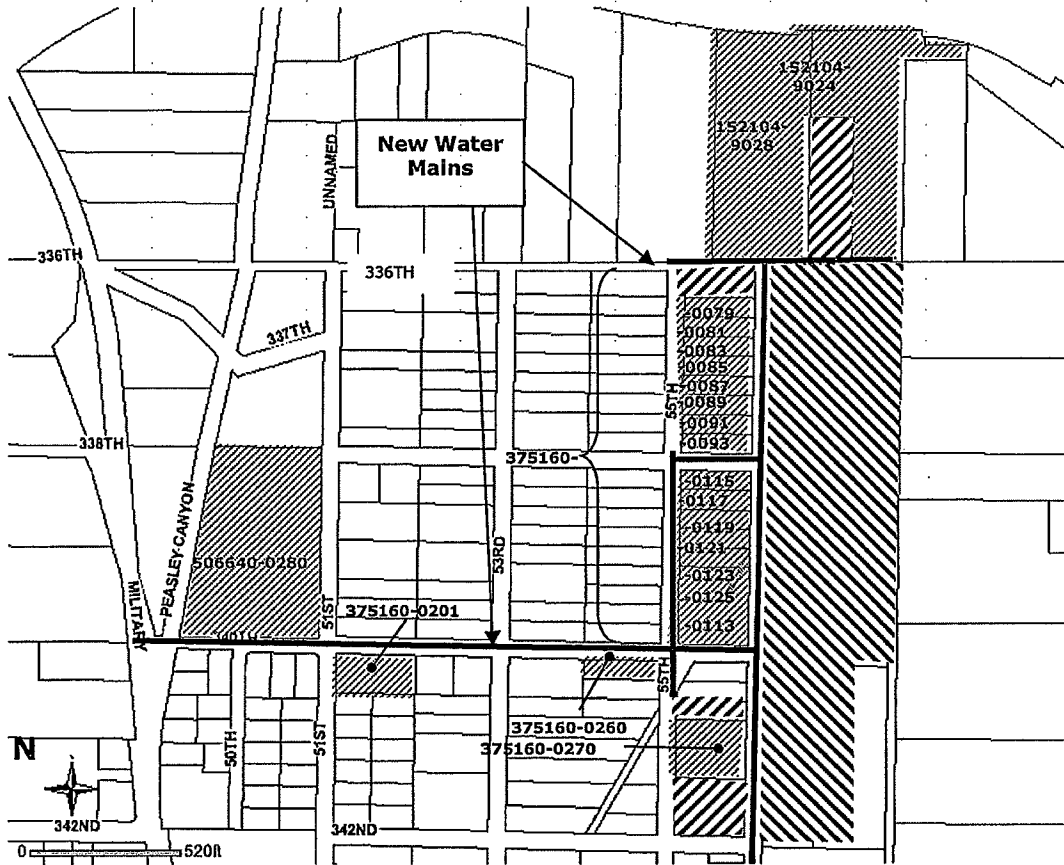
EXHIBIT "A" (CONTINUED)
LATECOMER TO JOVITA HEIGHTS-CORNERSTONE (6105033)
LEGAL PROPERTY DESCRIPTIONS - WATER LATECOMER ELIGIBLE PROPERTIES

TAX PARCEL NO. 506640-0280
TRACTS 14 & 15, MALTBY'S LAKE GENEVA FIVE ACRES TRACTS, ACCORDING TO THE PLAT
THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 73, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION BOUNDED ON THE NORTH BY SOUTH 338TH STREET, ON THE
WEST BY MILITARY ROAD AND THE EAST BY PEASLEY CANYON ROAD;
AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROADS PURPOSES, BY
INSTRUMENTS RECORDED UNDER KING COUNTY RECORDING NO. 2996101.

TAX PARCEL NO. 375160-0799
LOTS 10-12, INCLUSIVE, AND LOT 19-21, INCLUSIVE, BLOCK 27, JOVITA HEIGHTS,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12,
RECORDS KING COUNTY, WASHINGTON.

EXHIBIT "B"

**NORTH PORTION
WATER LATECOMER TO JOVITA HEIGHTS-CORNERSTONE (6105033)**



DEVELOPER'S PROJECT PROPERTY -



LATECOMER-ELIGIBLE PROPERTIES -

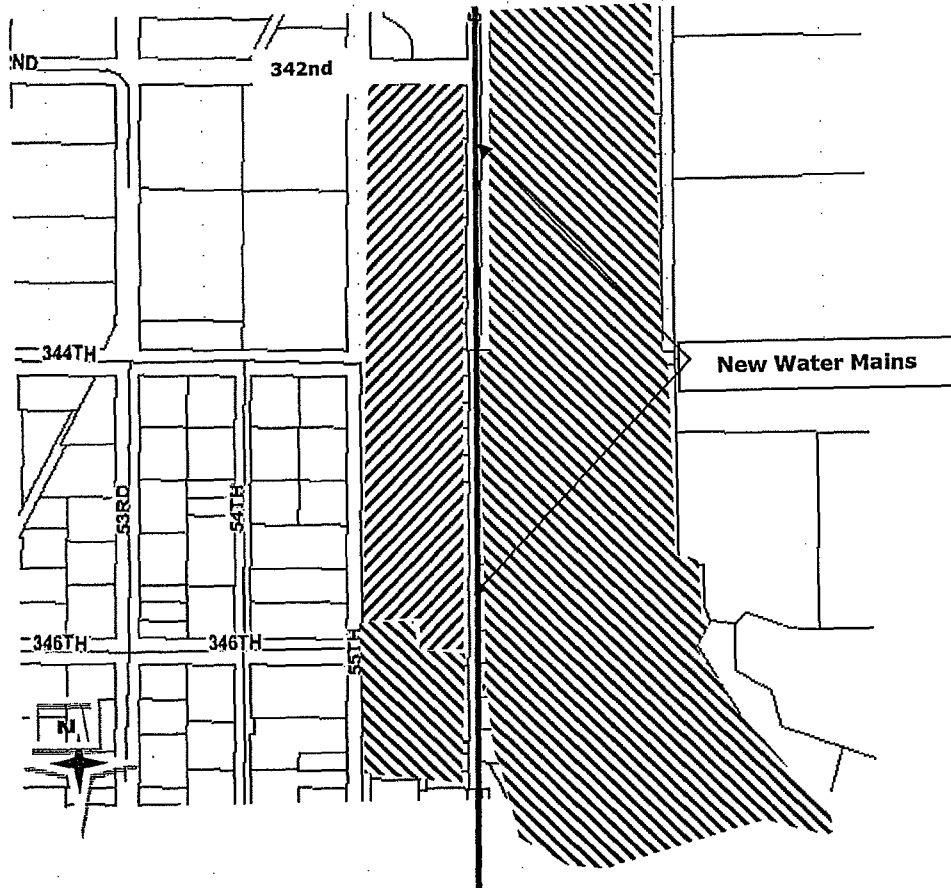


LATECOMER-INELIGIBLE (OWNED BY DEVELOPER) & WAIVED PROPERTIES -



EXHIBIT "B" (CONTINUED)

**CENTER PORTION
WATER LATECOMER TO JOVITA HEIGHTS-CORNERSTONE (6105033)**



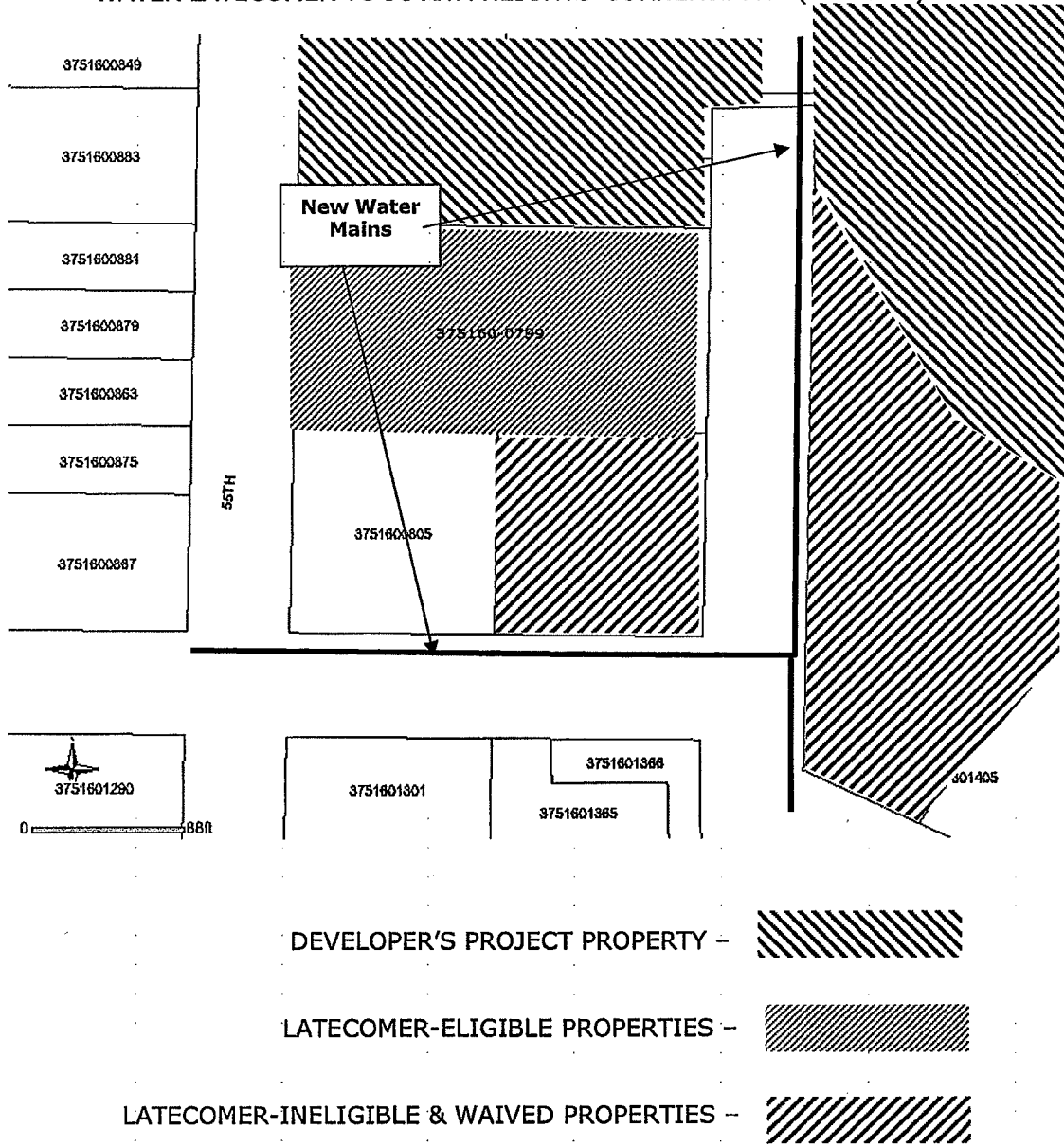
DEVELOPER'S PROJECT PROPERTY - 

LATECOMER-ELIGIBLE PROPERTIES - 

LATECOMER-INELIGIBLE & WAIVED PROPERTIES - 

EXHIBIT "B" (CONTINUED)

**SOUTH PORTION
WATER LATECOMER TO JOVITA HEIGHTS-CORNERSTONE (6105033)**



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 "Lakehaven", and **NORRIS HOMES, INC.**, 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. **20061122000790**, to provide for the construction of certain **water distribution and sanitary sewer system** improvements to serve property owned by Developer, and

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

WHEREAS, pursuant to Lakehaven Resolution and state law, the parties are authorized to enter into an agreement under which Lakehaven 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, Developer has an outstanding balance owed to Lakehaven, the amount of which is disputed, for charges incurred under, and pursuant to, the Agreement, and

WHEREAS, Developer wishes to assign its right to collect certain latecomer reimbursement amounts to Lakehaven as payment for such outstanding balance;

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. Lakehaven hereby agrees to charge the property described on Exhibit "A", and generally depicted on Exhibit "B", attached hereto and by this reference incorporated herein, a proportional share of the cost of the **sanitary sewer** mains constructed pursuant to the Agreement. Reimbursement to Developer shall be following the actual provision of service to such property through the facilities constructed therein; and as further conditioned herein Paragraph 2 below. Payment to Developer shall be in further conformance with the provisions set forth in Lakehaven Resolution No. 2008-1102, Sections 2.vi and 3.C, as hereinbefore adopted and as may be subsequently modified or amended, and applicable laws of the State of Washington.

2. The Developer agrees that the project account balance as of September 8, 2009, shall be \$4,512.46. This amount is delinquent under the terms of the Agreement. In order to facilitate project acceptance, the Developer agrees to allow Lakehaven to retain this amount, with interest accruing in accordance with the interest allowable on unpaid sewer service charges under state law, from the amount(s) collected in accordance with Paragraph 1 above, until the delinquent account amount, with interest, herein is satisfied. Thereafter, all collection and reimbursement of further latecomer charges shall be in accordance with terms in Paragraph 1 above. It is further agreed that any additional balance incurred under the Agreement will be paid by Developer, when due, by direct payment and that no additional account balance will be paid in the manner of the latecomer assignment described herein.

3. Developer agrees to provide Lakehaven with its current name, address and telephone number every two years from the date of execution of this Agreement. If Developer has not complied with this requirement within 60 days of the date such notice is due, Lakehaven shall be entitled to retain the latecomer payments made from property owners connecting to the system pursuant to state law and Developer, and any party with whom Developer may have assigned such rights or who may otherwise claim an interest in the reimbursement provisions herein, shall have no further claim on such funds. Developer further agrees to comply with and be subject to all terms of Lakehaven Resolution No. 2008-1102, Section 2.v and 3.C, as may from time to time be amended, as a condition of receiving the latecomer benefits herein.

4. 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.

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

WITNESS our hands and seals.

NORRIS HOMES, INC.

LAKEHAVEN UTILITY DISTRICT
King County, Washington

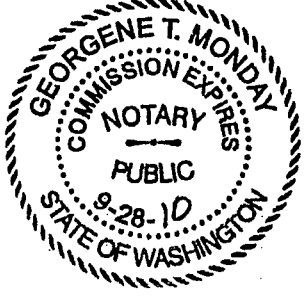
By John Norris Pres
Its PRESIDENT
Date: 10.9.09

[Signature]
Water / Engineering Manager
Dated: 10/16/09

STATE OF Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that John Norris Pres signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of NORRIS HOMES, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/9/09



Georgene T. Monday
Notary Public
Title
My appointment expires 9/28/10

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"
LATECOMER TO MING COURT

LEGAL PROPERTY DESCRIPTIONS – SEWER LATECOMER ELIGIBLE PROPERTIES

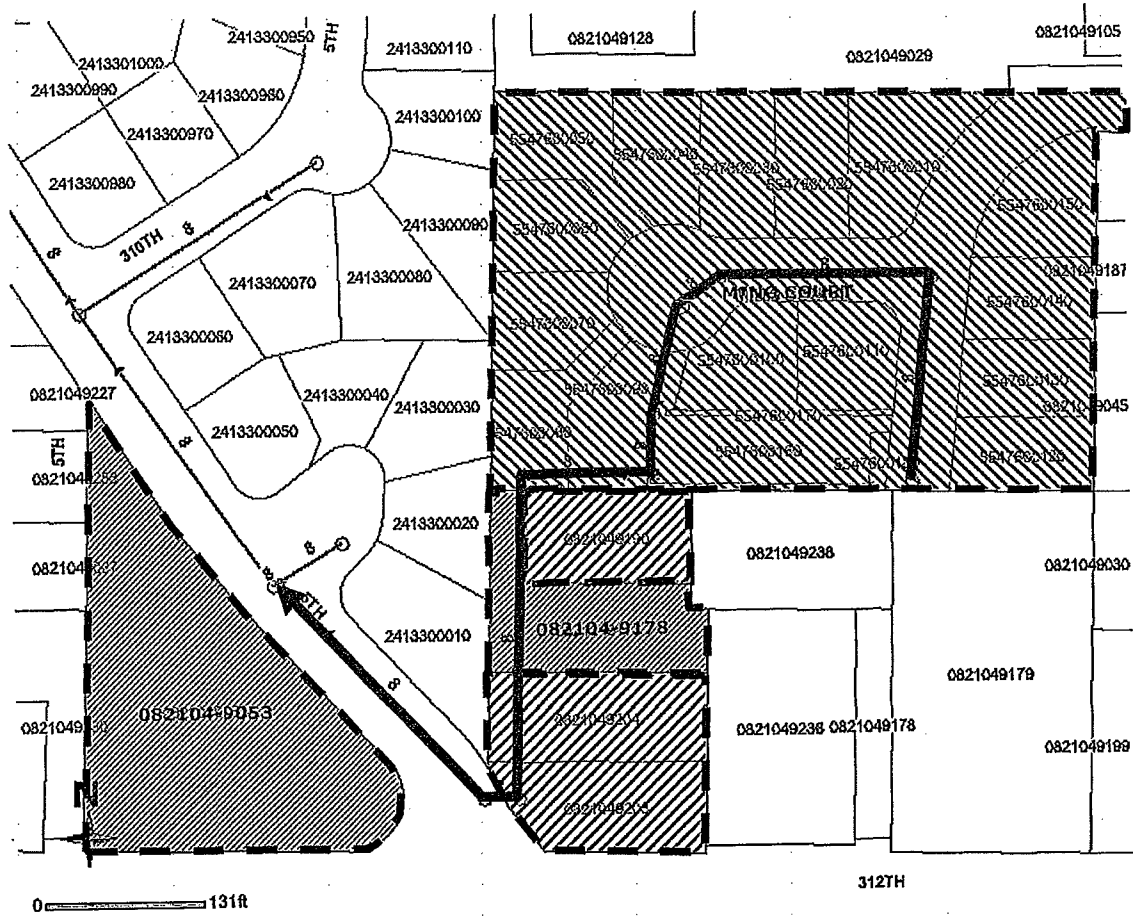
TAX PARCEL NO. 082104-9053



BEGINNING 30 FEET NORTH & 115.8 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 08, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE WEST ALONG THE NORTH MARGIN OF FRENCH LAKE COUNTY ROAD 219.61 FEET;
THENCE NORTH 397.23 FT TO THE SOUTHERLY MARGIN OF BUENNA ROAD;
THENCE SOUTH 37°01'00" EAST ALONG SAID SOUTHERLY MARGIN 417.68 FT;
THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 39.89 FT A DISTANCE OF 88.43 FT TO THE POINT OF BEGINNING.

TAX PARCEL NO. 082104-9178

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE NORTH 74.80 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF THE WEST 30 FEET THEREOF;
EXCEPT THE SOUTH 179.60 FEET THEREOF;
EXCEPT THAT PORTION LYING EAST OF THE WEST 15 FEET OF THE SOUTH 230 FEET OF THE EAST HALF OF SAID SOUTHWEST QUARTER;
AND EXCEPT THE EAST HALF OF SAID SOUTHWEST QUARTER LYING NORTH OF THE SOUTH 230 FEET.
TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND FOR UTILITY PURPOSES OVER, UNDER AND ACROSS THE WEST 30 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;
EXCEPT THE SOUTH 30 FEET FOR COUNTY ROAD;
AND EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR BARKER ROAD BY DEED RECORDED UNDER RECORDING NUMBER 5376178.
TOGETHER WITH THE EAST 30 FEET OF THE SOUTH 230 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;
EXCEPT THE SOUTH 37 FEET THEREOF LYING WITHIN SOUTH 312TH STREET, THE NORTHERLY LINE OF WHICH WAS ESTABLISHED BY DEED RECORDED UNDER RECORDING NO. 8607240981.

EXHIBIT "B"
SEWER LATECOMER TO MING COURT



- Developer's Project Property(ies) - 
- Latecomer-Eligible Properties - 
- Latecomer-Waived Properties - 