

LAKEHAVEN UTILITY DISTRICT
King County, Washington

Resolution No. 2016-1263

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 periodically enters into agreements with developers to extend sewer and water facilities that will benefit property adjacent to such facilities, and

WHEREAS, the District is authorized to reimburse parties installing such water and/or sewer facilities a portion of the cost of the extension of such facilities, and

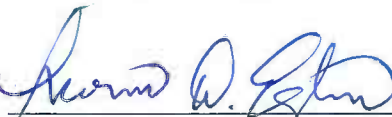

WHEREAS, the District having executed agreements for the construction of water and/or sewer facilities that will benefit adjacent parcels and the Board desiring to approve latecomer reimbursement area designations associated therewith;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The latecomer reimbursement area designations as described in Exhibit 'A' are hereby approved.
2. This resolution shall be effective on the date of adoption below.

ADOPTED by the Board of Commissioners of Lakehaven Utility District, King County, Washington, at an open public meeting this 28th day of April, 2016.

ATTEST:

_____ President and Commissioner	Yea	Nay	Abstain
 _____ Vice President and Commissioner	✓		
_____ Secretary and Commissioner	Yea	Nay	Abstain
 _____ Secretary and Commissioner	✓		

Donald P Miller ✓
Commissioner Yea Nay Abstain

Pete King ✓
Commissioner Yea Nay Abstain

Approved as to form:

Albert J. Rubino
General Counsel

DE LATECOMER AREAS ADOPTED BY LUD BOARD-APRIL 28, 2016

Project Name	Project Number	Water/Sewer LC
13TH AVE S LPS EXT	6307042	SEWER
STARWATER	6314023	SEWER

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 **STEVEN R. CADY & DEBORAH L. CADY, HUSBAND & WIFE**, hereinafter referred to as the "the Developer":

WITNESSETH:

WHEREAS, the Developer has entered into an Amendment to Developer Extension Agreement, hereinafter "Agreement", recorded under King County Auditor's File No. **20141210000157**, to provide for the construction of certain sanitary sewer system improvements to serve property owned by the Developer, and

WHEREAS, a portion of the sewer 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 the 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", and generally depicted on Exhibit "B", 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 the 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 the Developer shall be in further conformance with the provisions set forth in District Resolution No. 2014-1246, Sections 2.vi, 3.C, and 3.E, as hereinbefore adopted and as may be subsequently modified or amended, and applicable laws of the State of Washington.

2. The Developer, in accordance with State law, agrees to provide the District with its current name, address and telephone number every two (2) years from the date of execution of this Agreement. If the Developer has not complied with this requirement within 60 days of the date such notice is due, the District shall be entitled to retain the latecomer payments made from property owners connecting to the system pursuant to state law and the Developer, and any party with whom the 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. The Developer further agrees to comply with and be subject to all terms of District Resolution No. 2014-1246, Sections 2.vi, 3.C, and 3.E, 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

Steven R. Cady 11/16/15
Steven R. Cady (date)

[Signature]
Development Engineering Manager

Deborah L. Cady 11/16/15
Deborah L. Cady (date)

Dated: 11/16/15

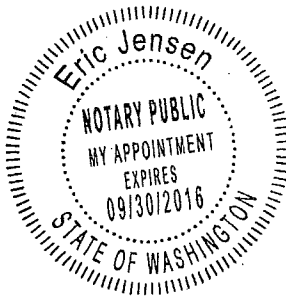
STATE OF Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Steven Cady / Deborah Cady is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 11/16/2015

[Signature]
(Signature)
Notary Public
Title

My appointment expires 9/30/2016



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 PROPERTY DESCRIPTIONS - SEWER LATECOMER (6307042)

TAX PARCEL 9536600795

LOTS 4, 5, 10 & 11, BLOCK 36 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536600810

LOTS 6 THROUGH 9, BLOCK 36 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536600835

LOT 12, BLOCK 36 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536600840

LOTS 13 & 14, BLOCK 36 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536600841

LOT 16, AND THE NORTH FIVE FEET OF LOT 15, BLOCK 36 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536600850

LOT 15, LESS THE NORTH FIVE FEET THEREOF, BLOCK 36 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536600880

LOT 8, BLOCK 37 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601765

THE EAST HALF OF LOT 11 AND 12, BLOCK 44, WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601770

LOT 13 AND THE NORTH 8.5 FEET OF LOT 14, BLOCK 44, WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601773

THE NORTH 51.5 FEET OF LOT 14 AND THE SOUTH 17 FEET OF LOT 15, BLOCK 44, WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT "A" (cont.)

LEGAL PROPERTY DESCRIPTIONS - SEWER LATECOMER (6307042)

TAX PARCEL 9536601775

THE NORTH 43 FEET OF LOT 15 AND THE SOUTH 25.5 FEET OF LOT 16, BLOCK 44, WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601785

THE NORTH 34.5 FEET OF LOT 16 AND THE SOUTH 34 FEET OF LOT 17, BLOCK 44, WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601790

THE NORTH 26 FEET OF LOT 17 AND THE SOUTH 42.5 FEET OF LOT 18, BLOCK 44, WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601794

THE NORTH 17.5 FEET OF LOT 18 AND THE SOUTH 51 FEET OF LOT 19, BLOCK 44, WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601795

THE NORTH 9 FEET OF LOT 19 AND LOT 20, BLOCK 44, WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601800

LOT 1, BLOCK 45 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601801

LOT 2, BLOCK 45 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601805

LOT 3, BLOCK 45 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601810

LOT 4, BLOCK 45 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601830

LOT 5, BLOCK 45 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 9536601840

LOT 6, BLOCK 45 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT "A" (cont.)

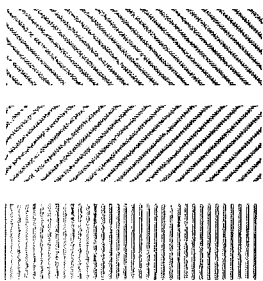
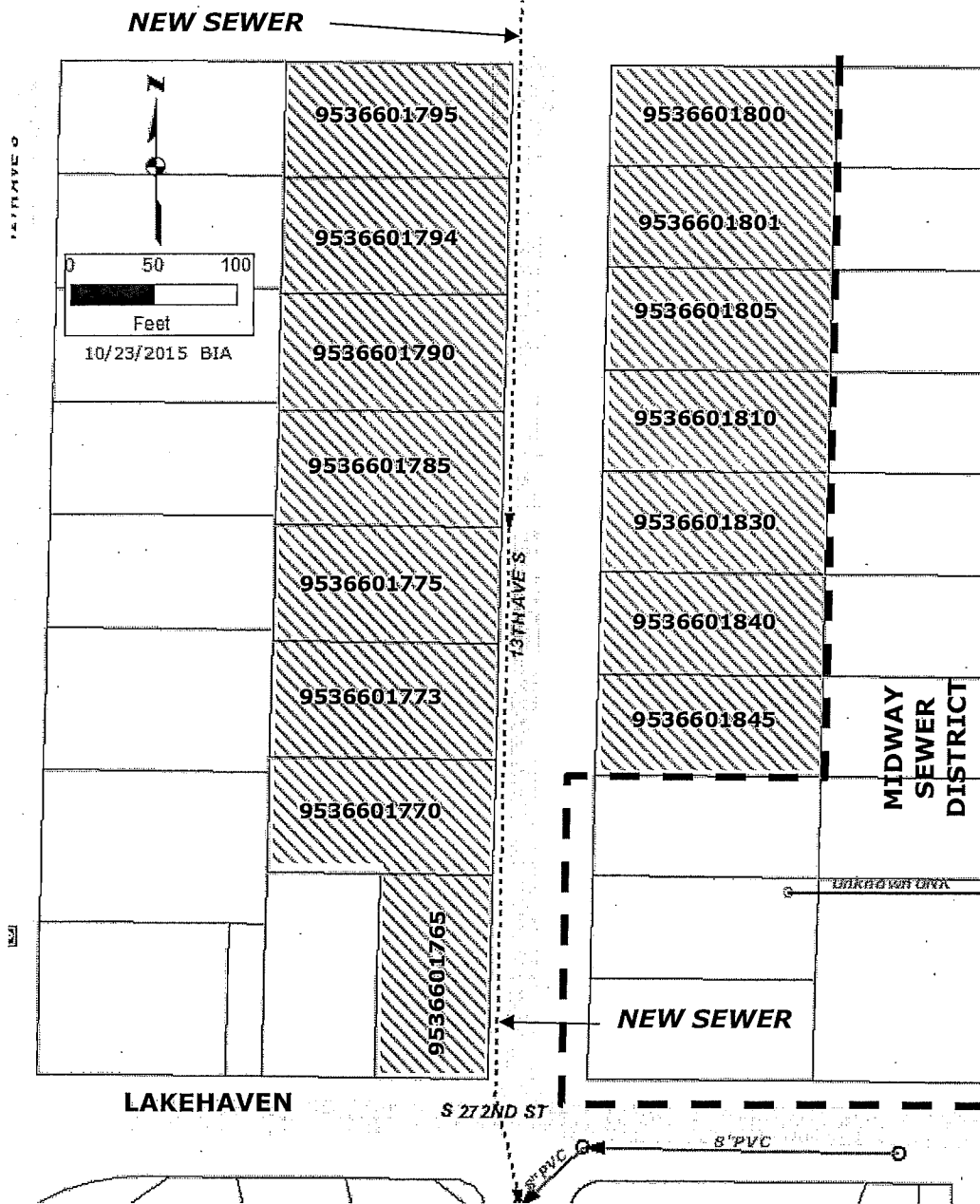
LEGAL PROPERTY DESCRIPTIONS – SEWER LATECOMER (6307042)

TAX PARCEL 9536601845

LOT 7, BLOCK 45 OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT "B"

SEWER LATECOMER PROPERTIES (SOUTH SECTION) - 6307042



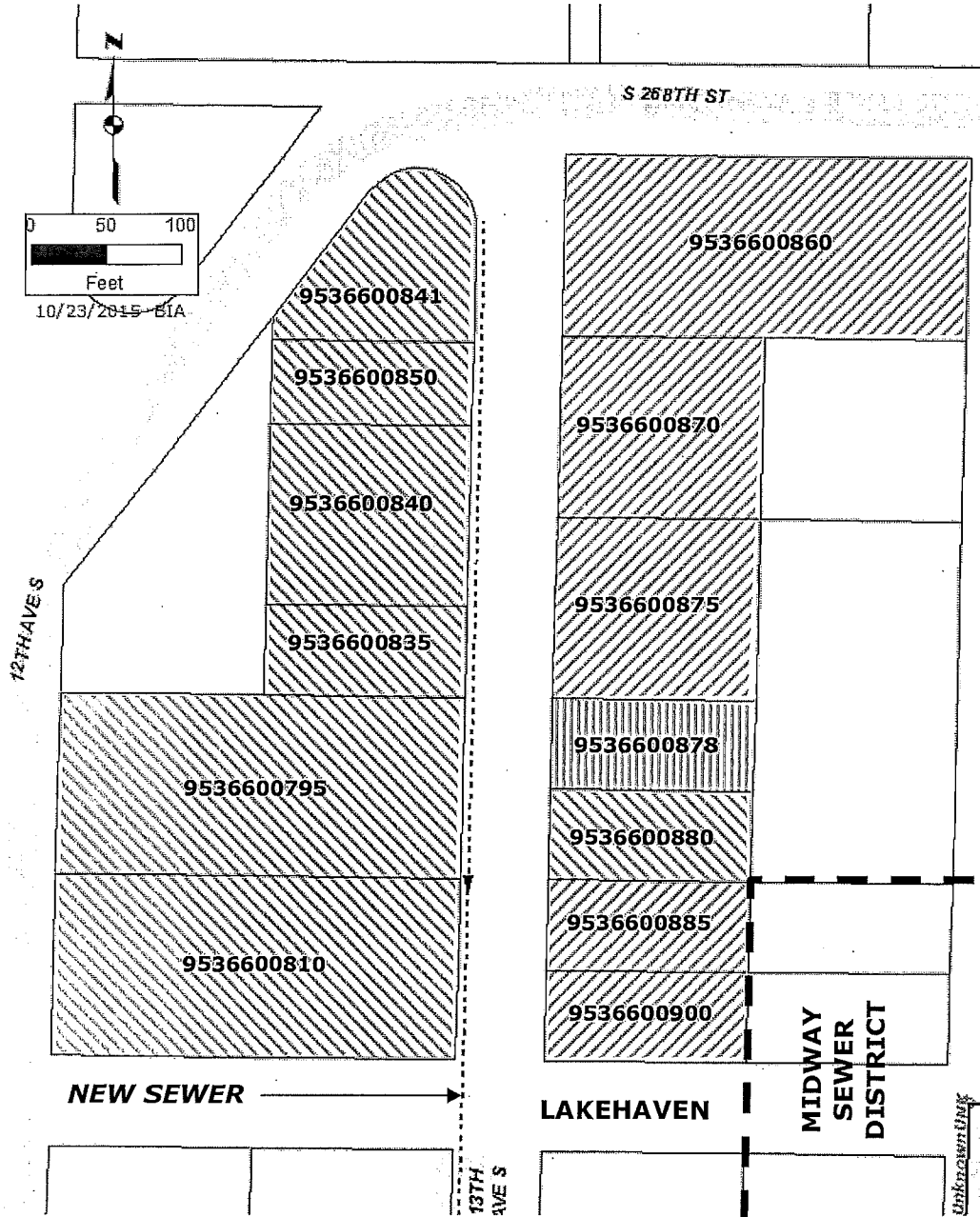
Latecomer Eligible

Developer-Owned (Latecomer Exempt)

DE Project Lot (Latecomer Exempt)

EXHIBIT "B" (cont.)

SEWER LATECOMER PROPERTIES (NORTH SECTION) - 6307042



Latecomer Eligible



Developer-Owned (Latecomer Exempt)



DE Project Lot (Latecomer Exempt)

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 **STARWATER, LLC**, hereinafter referred to as the "the Developer":

WITNESSETH:

WHEREAS, the Developer has entered into a Developer Extension Agreement, hereinafter "Agreement", recorded under King County Auditor's File No. **20150313000113**, to provide for the construction of certain sanitary sewer system improvements to serve property owned by the Developer, and

WHEREAS, a portion of the sewer 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 the 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", and generally depicted on Exhibit "B", 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 the 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 the Developer shall be in further conformance with the provisions set forth in District Resolution No. 2014-1246, Sections 2.vi, 3.C, and 3.E, as hereinbefore adopted and as may be subsequently modified or amended, and applicable laws of the State of Washington.

2. The Developer, in accordance with State law, agrees to provide the District with its current name, address and telephone number every two (2) years from the date of execution of this Agreement. If the Developer has not complied with this requirement within 60 days of the date such notice is due, the District shall be entitled to retain the latecomer payments made from property owners connecting to the system pursuant to state law and the Developer, and any party with whom the 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. The Developer further agrees to comply with and be subject to all terms of District Resolution No. 2014-1246, Sections 2.vi, 3.C, and 3.E, 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.

Starwater, LLC

LAKEHAVEN UTILITY DISTRICT
King County, Washington

By [Signature]
Its MEMBER/MANAGER

[Signature]
Development/Engineering Manager

Date: 12/14/2015

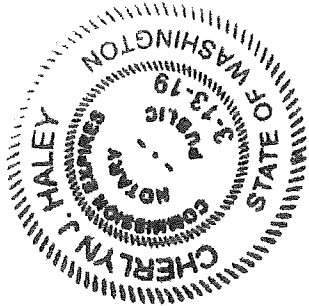
Dated: 12-18-15

STATE OF Washington)
County of Kitsap) ss.

I certify that I know or have satisfactory evidence that Barry Margoliese is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Member/manager of Starwater LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-14-2015

[Signature]
(Signature)
Notary Public Cherlyn J Haley
Title Certified Permit Tech
My appointment expires 3.13.19



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"

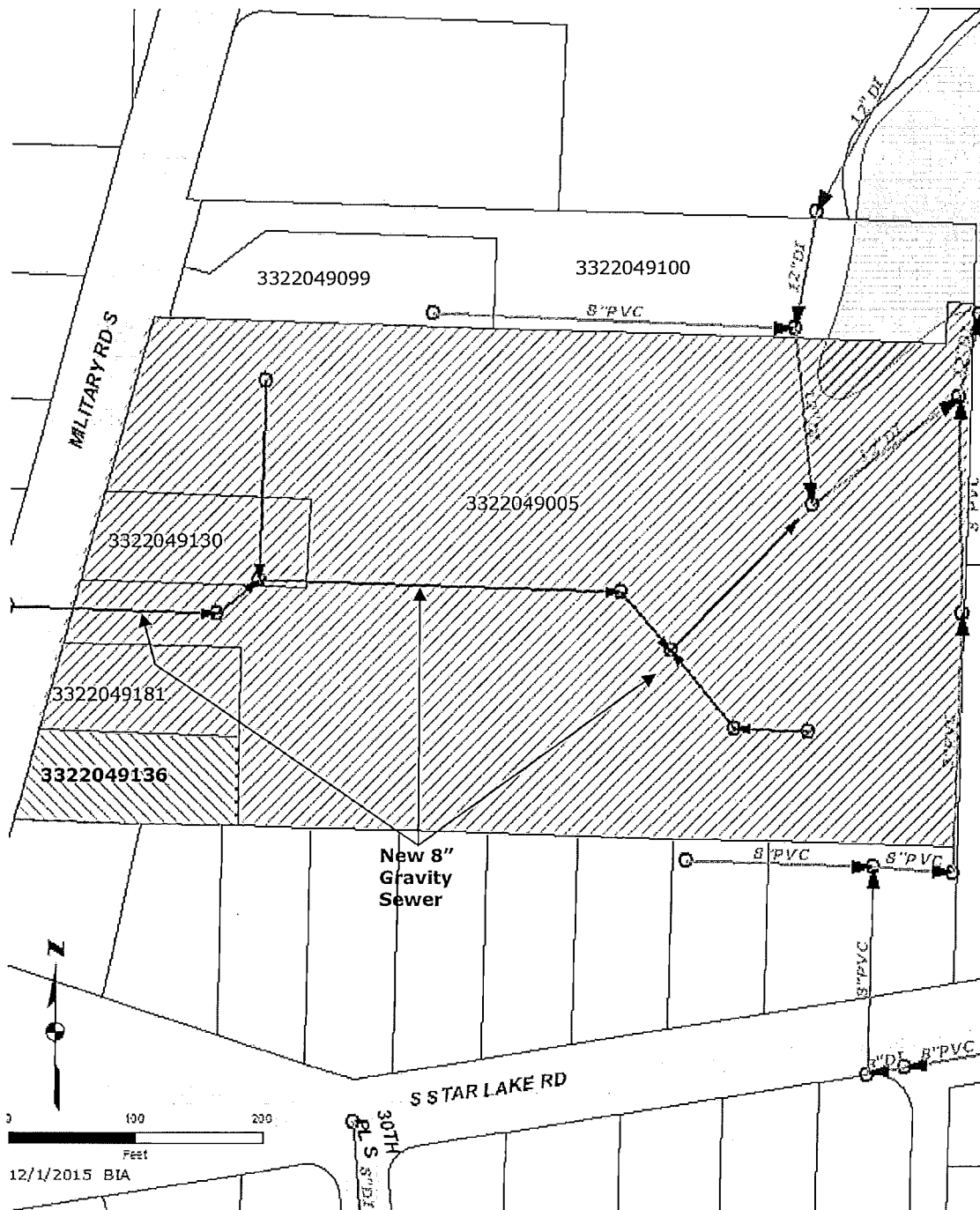
THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF GOVERNMENT LOT 2, SECTION 33, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SECTION 33 WITH THE EASTERLY PRODUCTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 2;
THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 190 FEET;
THENCE WESTERLY, PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 570 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTHERLY, PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 140 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID GOVERNMENT LOT 2;
THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF OLD MILITARY ROAD, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 3029934;
THENCE NORTHERLY ALONG THE EAST OF SAID OLD MILITARY ROAD TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT AND PASSES THROUGH THE POINT OF BEGINNING;
THENCE EASTERLY, PARALLEL TO SAID NORTH LINE, TO THE TRUE POINT OF BEGINNING; EXCEPT THE NORTH 70 FEET THEREOF.

TAX PARCEL 3322049136

EXHIBIT "B"

GRAPHIC PROPERTY DEPICTIONS



Project Properties



Latecomer Eligible