

**LAKEHAVEN WATER AND SEWER DISTRICT  
King County, Washington**

**Resolution No. 2017-1285**

A **RESOLUTION** of the Board of Commissioners of the Lakehaven Water and Sewer 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

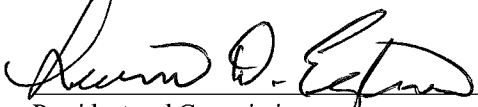
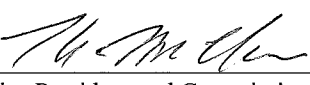
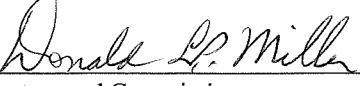
**WHEREAS**, the District having executed agreements for the construction of water and/or sewer facilities that will benefit adjacent parcels and the Board desiring to approve latecomer reimbursement area designations associated therewith;


**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 Water and Sewer District, King County, Washington, at an open public meeting this 25 day of May, 2017.

ATTEST:

 _____ President and Commissioner	<input checked="" type="checkbox"/> _____ Yea	<input type="checkbox"/> _____ Nay	<input type="checkbox"/> _____ Abstain
 _____ Vice President and Commissioner	<input checked="" type="checkbox"/> _____ Yea	<input type="checkbox"/> _____ Nay	<input type="checkbox"/> _____ Abstain
 _____ Secretary and Commissioner	<input checked="" type="checkbox"/> _____ Yea	<input type="checkbox"/> _____ Nay	<input type="checkbox"/> _____ Abstain

  
Commissioner

Yea

            
Nay

            
Abstain

  
Commissioner

Yea

            
Nay

            
Abstain

Approved as to form:

  
General Counsel

EXHIBIT A

DE LATECOMER AREAS ADOPTED BY LWSD BOARD-MAY 25, 2017		
Project Name	Project Number	Water/Sewer LC
AUBURN ASSEMBLAGE	6314005	WATER & SEWER
EAGLE MANOR	6313004	WATER & SEWER
RAM NIWAS CHURCH	6308021	SEWER
RETREAT MEADOWS	6314010	WATER & SEWER
SPIVA - 26TH AVE SW LPS	6315013	SEWER

**LATECOMER AGREEMENT**

**THIS AGREEMENT**, entered into in duplicate between the **LAKEHAVEN WATER AND SEWER DISTRICT**, a municipal corporation of the State of Washington, hereinafter referred to as "the District", and **696, 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. 20130402001596, to provide for the construction of certain water distribution and sanitary sewer system improvements to serve property owned by the Developer, and

**WHEREAS**, a portion of the water and sewer system 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 water 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. 2015-1255, 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 District hereby agrees to charge the property described on Exhibit "C", and generally depicted on Exhibit "D", 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. 2015-1255, 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.

**3.** 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. 2015-1255, 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.

**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 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.

696, L.L.C.

LAKEHAVEN UTILITY DISTRICT  
King County, Washington

By \_\_\_\_\_

[Signature]  
Development/Engineering Manager

Its owner/manager

Date: 11-1-16

Dated: 11-8-16

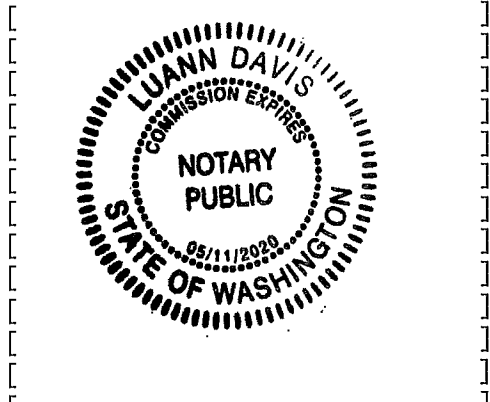
STATE OF Washington )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Randy Lloyd 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 owner of 696, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11-1-2016

[Signature]  
(Signature)  
Notary Public  
Title

My appointment expires 05/11/2020



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"**

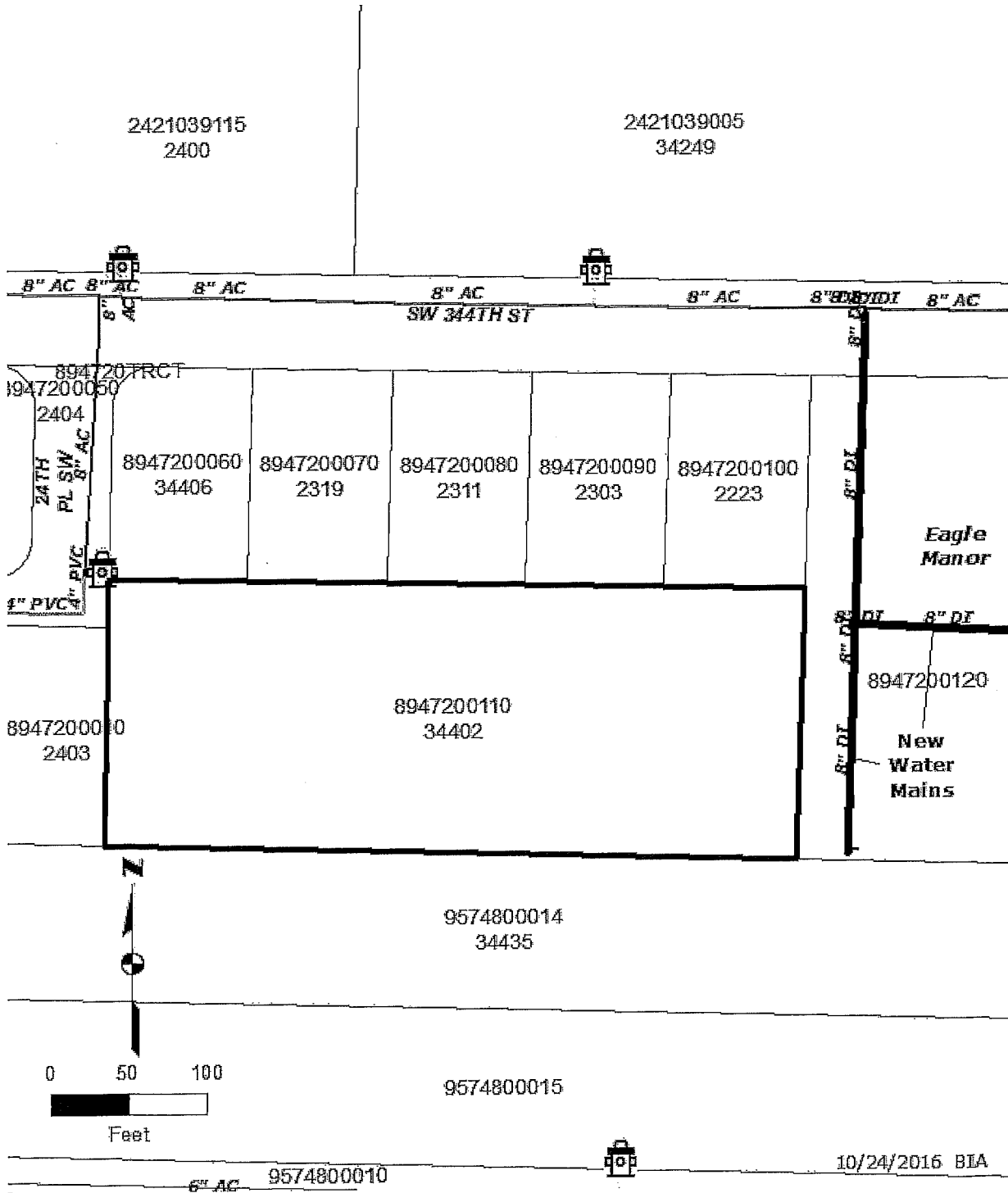
LEGAL PROPERTY DESCRIPTION – WATER BENEFITTED PROPERTY

LOT 11, VIRGINIA HILLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 115 OF PLATS, PAGES 35 AND 36, RECORDS OF KING COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 8947200110

EXHIBIT "B"

GRAPHIC PROPERTY DEPICTION - WATER BENEFITTED PROPERTY





**EXHIBIT "C"**

LEGAL PROPERTY DESCRIPTION – SEWER BENEFITTED PROPERTY

LOT 10, VIRGINIA HILLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 115 OF PLATS, PAGES 35 AND 36, RECORDS OF KING COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

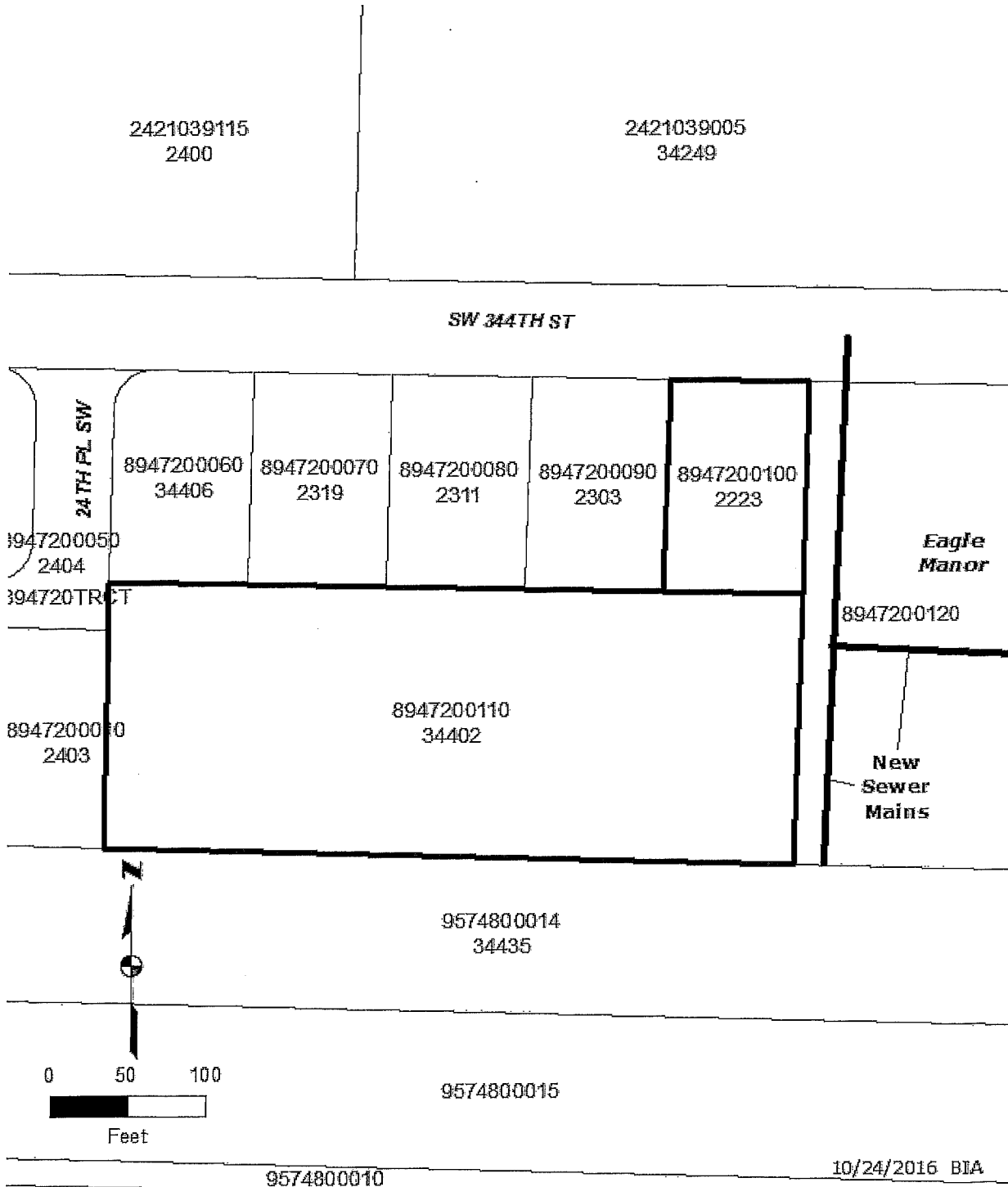
TAX PARCEL 8947200100

LOT 11, VIRGINIA HILLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 115 OF PLATS, PAGES 35 AND 36, RECORDS OF KING COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 8947200110

**EXHIBIT "D"**

**GRAPHIC PROPERTY DEPICTION – SEWER BENEFITTED PROPERTY**



**LATECOMER AGREEMENT**

**THIS AGREEMENT**, entered into in duplicate between the **LAKEHAVEN WATER AND SEWER DISTRICT**, a municipal corporation of the State of Washington, hereinafter referred to as "the District", and **SATGURU BABA RAM SINGH SATSANGH, A NON-PROFIT CORPORATION**, 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. 20100218001205, 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 system 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. 2016-1278, 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. 2016-1278, 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.

SATGURU BABA RAM SINGH SATSANGH

LAKEHAVEN WATER & SEWER DISTRICT  
King County, Washington

By Joginder Singh Ghag  
Its Treasurer

B. Ashery (DE SUPV.)  
for Development Engineering Manager

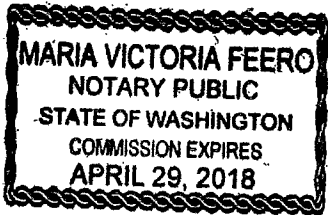
Date: 03/06/2017

Dated: 03/07/2017

STATE OF Washington )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Joginder Singh Ghag 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 Treasurer of Satguru Baba Ram Singh Satsangh to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 6, 2017  
Maria Victoria Feero  
Maria Victoria Feero  
(Signature)  
Notary Public  
Title  
My appointment expires 4/29/18



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

#### TAX PARCEL 4045700650

THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE NORTH 215 FEET;  
AND EXCEPT THAT PORTION LYING WITHIN SOUTH 360TH STREET.

#### TAX PARCEL 4045700645

THE SOUTH 217 FEET OF THE WEST 200 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE SOUTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 2616098.

#### TAX PARCEL 4045700647

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE SOUTH 217 FEET OF THE WEST 200 FEET;  
AND EXCEPT THE SOUTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 2616098.

#### TAX PARCEL 4045700640

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 2616098.  
(ALSO KNOWN AS LOT 114, LAKE KILLARNEY SHOR LANDS, ACCORDING TO THE UNRECORDED PLAT THEREOF.)

#### TAX PARCEL 4045700635

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT COUNTY ROAD.  
(ALSO KNOWN AS LOT 113, LAKE KILLARNEY SHOR LANDS, ACCORDING TO THE UNRECORDED PLAT THEREOF.)

#### TAX PARCEL 3751604107

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

#### TAX PARCEL 3751604125

THE WEST HALF OF LOTS 10, 11, & 12, BLOCK 97, JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON;  
LESS THE NORTH EIGHT (8) FEET OF LOT 12.

**EXHIBIT "A" (Page 2 of 3)**

TAX PARCEL 3751604126

THE EAST HALF OF LOTS 10, 11, 12 & 13, AND ALL OF LOTS 14, 15, 16, 17 & 18, BLOCK 97, JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 3751604079

THE WEST 125 FEET OF LOTS 9, 10 & 11, BLOCK 96, JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 3751604081

LOTS 9, 10 & 11, BLOCK 96, JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE WEST 125 FEET THEREOF;  
AND EXCEPT THE EAST 108 FEET THEREOF.

TAX PARCEL 3751604074

THE EAST 108 FEET OF LOTS 6, 7, 8, 9, 10 & 11, AND THE WEST 172 FEET OF LOTS 12, 13, 14, 15 & 16, BLOCK 96, JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 3751604093

LOTS 12, 13, 14, 15 & 16, BLOCK 96, JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON;

LESS THE WEST 172 FEET THEREOF;  
AND LESS THE EAST 173 FEET THEREOF.

TAX PARCEL 3751604085

THE EAST 173 FEET OF LOTS 12, 13, 14, 15 & 16, BLOCK 96, JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 2721049017

THAT PORTION OF GOVERNMENT LOT 2, SECTION 27, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 660.8 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION;  
THENCE SOUTH 02°38'30" EAST TO FIVE MILE LAKE;

AND NORTH OF A LINE PARALLEL WITH & 1,650 FEET NORTH OF THE SOUTH LINE OF SAID SECTION;

LESS COUNTY ROAD.

**EXHIBIT "A" (Page 3 of 3)**

TAX PARCEL 2721049038

THAT PORTION OF GOVERNMENT LOT 2, SECTION 27, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

STARTING AT THE CENTER OF SAID SECTION 27;

THENCE WESTERLY ALONG THE QUARTER SECTION LINE A DISTANCE OF 660.8 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;

THENCE SOUTH 02°38'30" EAST A DISTANCE OF 1,045.6 FEET, MORE OR LESS, TO FIVE MILE LAKE AND THE END OF SAID DESCRIBED LINE;

EXCEPT THE NORTH 30 FEET FOR SOUTH 360TH STREET.

TAX PARCEL 3750600003

BLOCK 1, JOVITA ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WASHINGTON

TAX PARCEL 3750600006

BLOCK 2 AND THE NORTH HALF OF VACATED WASHINGTON AVENUE BETWEEN BLOCKS 2 & 3, JOVITA ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL 3750600009

BLOCK 3 AND THE SOUTH HALF OF VACATED WASHINGTON AVENUE BETWEEN BLOCKS 2 & 3, JOVITA ADDITION, JOVITA ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 150 FEET OF THE EAST 120 FEET THEREOF.

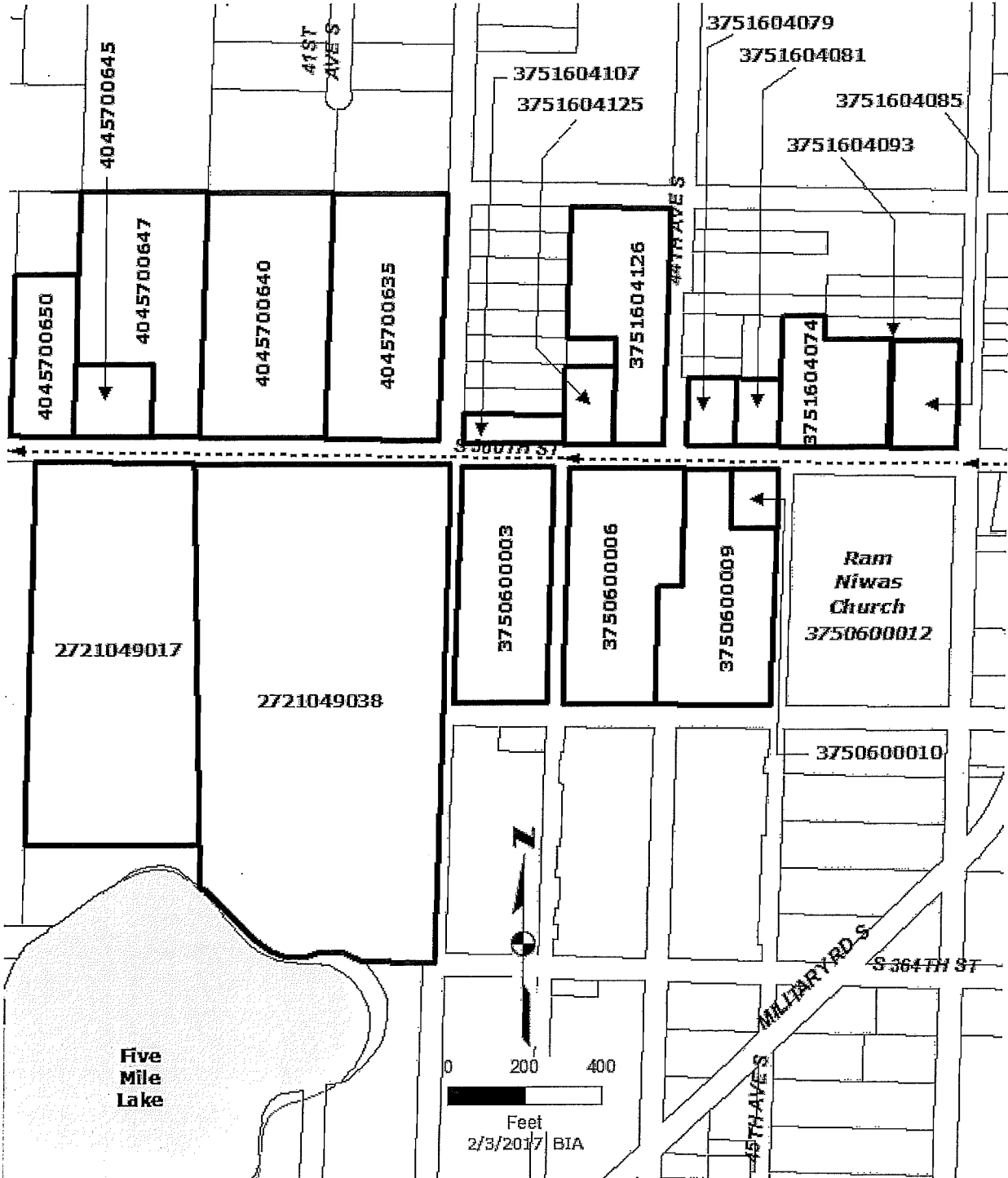
TAX PARCEL 3750600010

THE NORTH 150 FEET OF THE EAST 120 FEET OF BLOCK 3, JOVITA ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 14, RECORDS OF KING COUNTY, WASHINGTON.



EXHIBIT "B"

PROPERTY DEPICTIONS



**LATECOMER AGREEMENT**

**THIS AGREEMENT**, entered into in duplicate between the **LAKEHAVEN WATER AND SEWER DISTRICT**, a municipal corporation of the State of Washington, hereinafter referred to as "the District", and **356TH STREET MGMT, 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. **20140911000995**, to provide for the construction of certain water distribution and sanitary sewer system improvements to serve property owned by the Developer, and

**WHEREAS**, a portion of the water and 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 water 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. 2016-1278, 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 District hereby agrees to charge the property described on Exhibit "C", and generally depicted on Exhibit "D", 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. 2016-1278, 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.

**3.** 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. 2016-1278, 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.

**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 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.

356TH STREET MGMT, LLC

LAKEHAVEN WATER & SEWER DISTRICT  
King County, Washington

By [Signature]  
Its Member

[Signature]  
Development Engineering Manager

Date: 1/25/17

Dated: 02/09/17

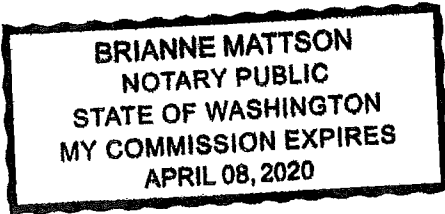
STATE OF WA )  
County of Pierce ) ss.

I certify that I know or have satisfactory evidence that David Litowitz 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 of 356th Street Management, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1/25/17

Brianne Mattson  
(Signature)  
Notary Public  
Title

My appointment expires 4/8/2020



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"**

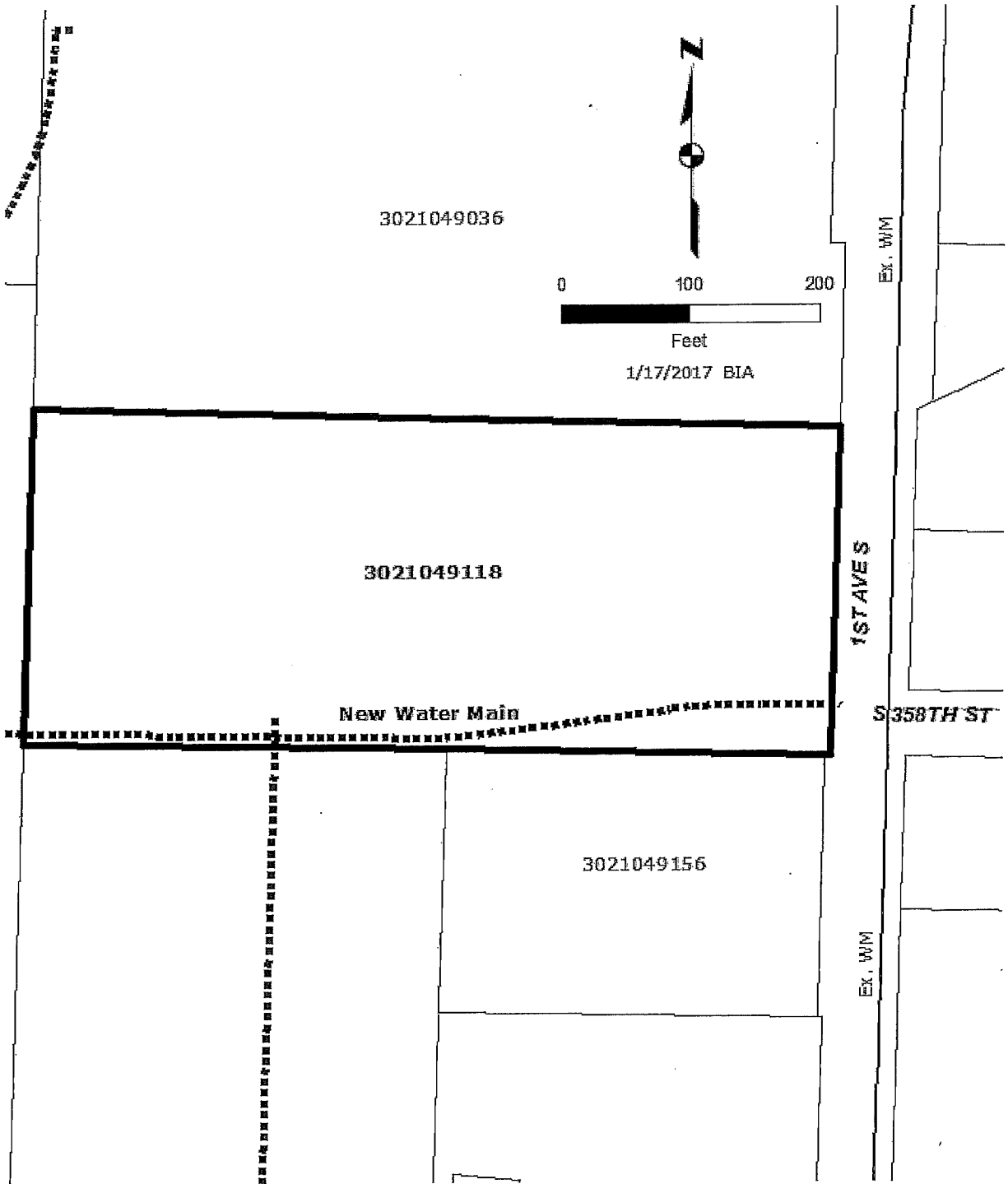
LEGAL PROPERTY DESCRIPTION – WATER LATECOMER

THE NORTH 200 FEET OF THE WEST 114 FEET OF THE NORTH HALF OF THE EAST HALF OF THE EAST OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON;  
EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NO. 698895;  
AND EXCEPT THE SOUTH 12 FEET OF THE NORTH 42 FEET CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NOS. 8910160166 AND 8908070217.

TAX PARCEL NO. 3021049118

EXHIBIT "B"

PROPERTY DEPICTION – WATER LATECOMER



**EXHIBIT "C"**

LEGAL PROPERTY DESCRIPTION – SEWER LATECOMER

TAX PARCEL NO. 3021049036

THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 200 FEET OF WEST 114 FEET THEREOF; AND EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY INSTRUMENTS RECORDED UNDER RECORDING NUMBER 698894 AND 698895;

AND EXCEPT THE EAST 30 FEET FOR ROAD;

AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROAD AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8908220303 AND 8909270145.

TAX PARCEL NO. 3021049102

THE SOUTH 33 FEET OF THE EAST 105 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE EAST 105 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER LYING NORTH OF THE RIGHT OF WAY FOR SOUTHWEST 356TH STREET ALSO KNOWN AS HOH N LEBO ROAD IN KING COUNTY, ALL IN SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

TAX PARCEL NO. 3021049103

PARCEL A

THE SOUTH 160 FEET OF THE EAST 225 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 66 FEET OF THE EAST 105 FEET THEREOF,

TOGETHER WITH THAT PORTION OF THE EAST 225 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, LYING NORTHERLY OF THE SOUTHWEST 356TH STREET;

EXCEPT THAT PORTION OF SAID TRACT LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

EXCEPT THE EAST 105 FEET THEREOF;

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH 160 FEET OF THE EAST 225 FEET THENCE SOUTH  $10^{\circ}51'52''$  EAST 259.75 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST 356TH STREET AND TERMINUS OF SAID LINE;

EXCEPT THE SOUTHERLY 12 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD AS RECORDED UNDER RECORDING NUMBER 8908220307

PARCEL B

BEGINNING AT THE NORTH ONE-SIXTEENTH CORNER ON THE EAST LINE OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, AND PROCEEDING SOUTH  $89^{\circ}57'04''$  WEST A DISTANCE OF 1,316.25 FEET ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE OF SAID SECTION 30;

THENCE NORTH  $0^{\circ}25'18''$  EAST A DISTANCE OF 160.00 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE

TRUE POINT OF BEGINNING AND PROCEEDING NORTH 0°25' 18" EAST A DISTANCE OF 94.91 FEET ALONG SAID EAST LINE;  
THENCE SOUTH 75°53'40" WEST A DISTANCE 234.69 FEET TO THE WEST LINE OF THE EAST 225 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;  
THENCE SOUTH 0°25'18" WEST ALONG SAID WEST LINE A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF THE SOUTH 160 FEET OF THE EAST 225 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION;  
THENCE NORTH 89°57'04" EAST LONG THE NORTH LINE OF SAID SOUTH 160 FEET, A DISTANCE OF 225.00 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL NO. 3021049118

THE NORTH 200 FEET OF THE WEST 114 FEET OF THE NORTH HALF OF THE EAST HALF OF THE EAST OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON;  
EXCEPT THE NORTH 30 FEET CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER RECORDING NO. 698895;  
AND EXCEPT THE SOUTH 12 FEET OF THE NORTH 42 FEET CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY INSTRUMENT RECORDED UNDER KING COUNTY RECORDING NOS. 8910160166 AND 8908070217.

TAX PARCEL NO. 7387000030

LOT 3, JOHN ROE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 118 OF PLATS, PAGES 80 THROUGH 81, IN KING COUNTY, WASHINGTON.

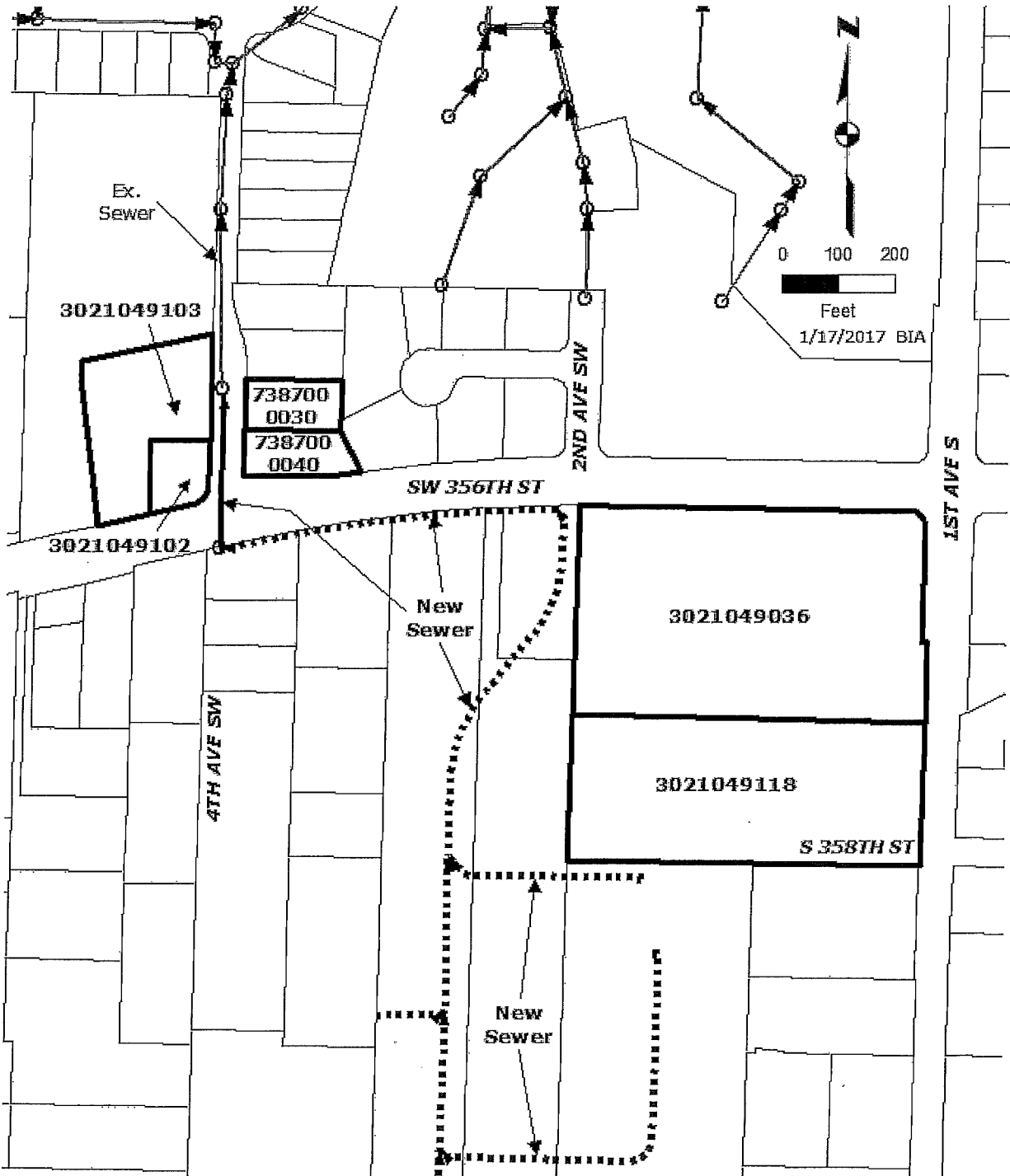
TAX PARCEL NO. 7387000040

LOT 4, JOHN ROE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 118 OF PLATS, PAGES 80 THROUGH 81, IN KING COUNTY, WASHINGTON.



EXHIBIT "D"

PROPERTY DEPICTION - SEWER LATECOMER



DE LATECOMER AREAS ADOPTED BY LWSD BOARD-MAY 25, 2017

Project Name	Project Number	Water/Sewer LC
AUBURN ASSEMBLAGE	6314005	WATER & SEWER
EAGLE MANOR	6313004	WATER & SEWER
RAM NIWAS CHURCH	6308021	SEWER
RETREAT MEADOWS	6314010	WATER & SEWER
SPIVA - 26TH AVE SW LPS	6315013	SEWER

**Return Address:**

Lakehaven Water and Sewer District  
Development Engineering  
P. O. Box 4249  
Federal Way, WA 98063-4249

**COVER SHEET**

<b>Document Title:</b> Latecomer Agreement (Auburn Assemblage, aka Canyon Creek at Peasley)
<b>Reference Number(s):</b> 20140721000563
<b>Grantor(s):</b> Polygon WLH LLC
<b>Grantee(s):</b> Lakehaven Water and Sewer District
<b>Legal Description:</b> Por NE ¼ STR 15-21N-04E and NW ¼ STR 14-21N-04E, WM, King County, WA Additional legal descriptions on Exhibits "A" and "C" of document
<b>Assessor's Property Tax Parcel/Account Number:</b> 1521049107, 1521049116, 1521049127, 9262800125, 9262800126, 9262800128, 9262800132, 9262800164, 9262800169 1521049002, 1521049031, 1521049062, 1521049063, 1521049067, 1521049068, 1521049069, 1521049070, 1521049093, 1521049115, 1521049118, 1521049124, 1521049128, 1521049135, 1521049156, 1521049161, 1521049172, 1521049181, 1521049185, 1521049197, 1521049198, 1521049200, 1521049207, 1521049211, 9262800167, 9262800175, 9262800195, 9262800199

<b>DISTRICT USE ONLY BELOW THIS LINE</b>	
<b>Account Number:</b> 2273.000.000	<b>Project Number:</b> 6314005
<b>Fund: (circle one)</b> WATER / SEWER / <u>JOINT</u>	<b>Amount:</b> \$ 91.00

**AUBURN ASSEMBLAGE (aka Canyon Creek at Peasley)  
Lakehaven Project No. 6314005**

**LATECOMER AGREEMENT**

**THIS AGREEMENT**, entered into in duplicate between the **LAKEHAVEN WATER AND SEWER DISTRICT**, a municipal corporation of the State of Washington, hereinafter referred to as "the District", and **POLYGON WLH, 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. 20140721000563, to provide for the construction of certain water distribution & sanitary sewer system improvements to serve property owned by the Developer, and

**WHEREAS**, a portion of the water & sewer system 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 water distribution system facilities 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. 2016-1278, 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 District hereby agrees to charge the property described on Exhibit "C", and generally depicted on Exhibit "D", attached hereto and by this reference incorporated herein, a proportional share of the cost of the sanitary sewer system facilities 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. 2016-1278, 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.

**3.** 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. 2016-1278, 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.

**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 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.

POLYGON WLH, LLC

By [Signature]

Its Authorized Agent

Date: April 20, 2017

LAKEHAVEN WATER & SEWER DISTRICT  
King County, Washington

[Signature]  
Development Engineering Manager

Dated: 05/01/17

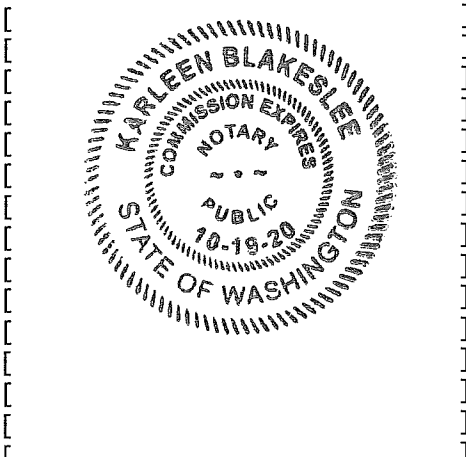
STATE OF WA )  
County of King ) ss.

I certify that I know or have satisfactory evidence that NICK Abdelnour 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 Authorized Agent of Polygon WLH, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4/20/17

[Signature]  
(Signature)  
Notary Public  
Title

My appointment expires 10/19/20



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 - WATER

**PARCEL 1521049107**

THE EAST 135 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE SOUTH 30 FEET THEREOF.

**PARCEL 1521049116**

THE WEST 150 FEET OF THE EAST 285 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
LESS THE SOUTH 30 FEET;  
TOGETHER WITH THE SOUTH 20 FEET OF THE EAST 30 FEET OF THE NORTH HALF OF SAID SOUTH HALF OF SAID SUBDIVISION.

**PARCEL 1521049127**

THE NORTH 165 FEET OF THE EAST 357.49 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

**PARCEL 9262800125**

PARCEL 1 OF KING COUNTY SHORT PLAT NO. 477141, RECORDED UNDER RECORDING NO. 7711291246, BEING A PORTION OF LOT 24, WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;  
TOGETHER WITH THE EAST 90 FEET OF THE WEST 190 FEET OF THE NORTH 20 FEET OF PARCEL 2 OF KING COUNTY SHORT PLAT NO. 477141, RECORDED UNDER RECORDING NO. 7711291246, BEING A PORTION OF LOT 24, WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON.

ALSO KNOWN AS LOT A IN KING COUNTY LOT LINE ADJUSTMENT NO. 58039, RECORDED JUNE 5, 1985 UNDER RECORDING NO. 8506050389, RECORDS OF KING COUNTY, WASHINGTON.

**PARCEL 9262800126**

LOT B OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. 585039, RECORDED JUNE 5, 1985 UNDER RECORDING NO. 8506050389, RECORDS OF KING COUNTY, WASHINGTON;  
BEING A PORTION OF LOT 2 OF KING COUNTY SHORT PLAT NO. 477141, RECORDED NOVEMBER 29, 1977 UNDER RECORDING NO. 7711291246, RECORDS OF KING COUNTY, WASHINGTON;

**EXHIBIT "A" (continued)**

BEING A PORTION OF LOT 24 OF WEST AUBURN FIVE-ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

**PARCEL 9262800128**

TRACT 25 OF WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 25;  
THENCE SOUTH 89°50'22" EAST 327.96 FEET;  
THENCE NORTH 04°41'17" WEST 1.87 FEET;  
THENCE NORTH 87°38'28" WEST 46.22 FEET;  
THENCE NORTH 02°12'20" EAST 46.18 FEET;  
THENCE NORTH 89°53'34" WEST 140.4 FEET;  
THENCE SOUTH 70°15'06" WEST 111.71 FEET;  
THENCE SOUTH 73°03'39" WEST 39.58 FEET TO THE TRUE POINT OF BEGINNING.  
(ALSO KNOWN AS LOT A OF KING COUNTY LOT LINE ADJUSTMENT NO. 8607016, APPROVED JULY 29, 1986)

**PARCEL 9262800132**

THOSE PORTIONS OF TRACTS 25 AND 32 OF THE WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON, AND DESCRIBED AS FOLLOWS:  
BEGINNING AT THE WEST CORNER COMMON TO SAID TRACTS 25 AND 32;  
THENCE SOUTH 01°17'53" WEST 69.57 FEET ALONG THE WEST LINE OF SAID TRACT 25;  
THENCE SOUTH 89°50'32" EAST 280.00 FEET;  
THENCE SOUTH 01°17'53" WEST 20.00 FEET;  
THENCE SOUTH 89°50'32" EAST 20 FEET;  
THENCE NORTH 60°43'30" EAST 37.04 FEET;  
THENCE NORTH 00°53'28" EAST 36.22 FEET;  
THENCE NORTH 04°41'17" WEST 37.13 FEET;  
THENCE NORTH 87°38'28" WEST 46.22 FEET;  
THENCE NORTH 02°12'20" EAST 46.18 FEET;  
THENCE NORTH 89°53'34" WEST 140.40 FEET;  
THENCE SOUTH 73°03'39" WEST 39.58 FEET TO THE POINT OF BEGINNING.

**PARCEL 9262800164**

THE NORTH 75 FEET OF THE SOUTH 200 FEET OF THE WEST 166.67 FEET OF TRACT 32, WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.



**EXHIBIT "A" (continued)**

**PARCEL 9262800169**

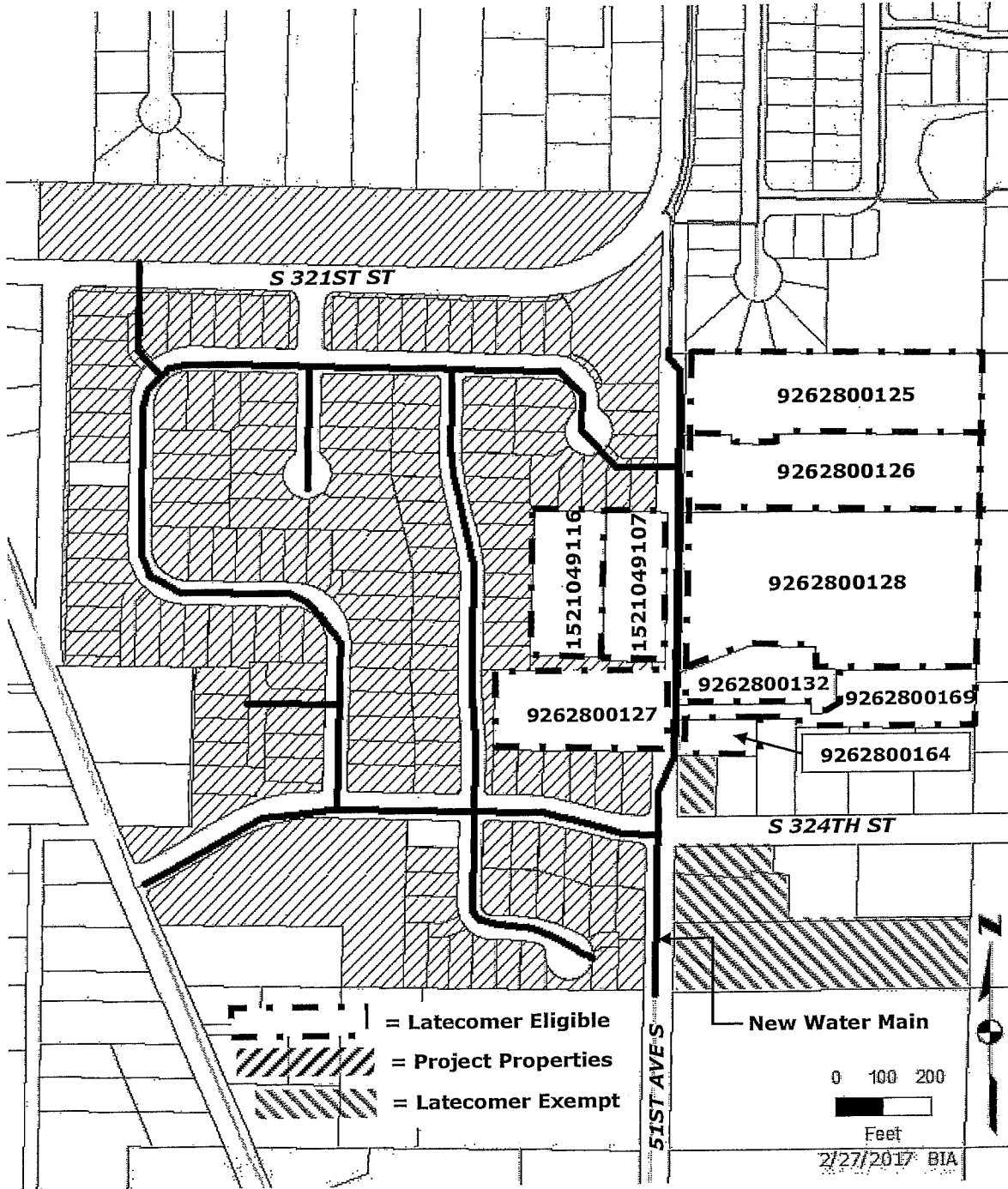
THE NORTH 119.57 FEET, AS MEASURED ALONG THE WEST LINE OF THAT PORTION OF TRACT 32 IN WEST AUBURN FIVE-ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, LYING EAST OF THE WEST 300.00 FEET THEREOF, AS MEASURED ALONG THE NORTH LINE;  
EXCEPT THAT PORTION LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:  
BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 32;  
THENCE NORTH 89 DEGREES 50 MINUTES 32 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 296.64 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE;  
THENCE SOUTH 04°41'17" EAST 35.26 FEET;  
THENCE SOUTH 00°33'28" WEST 36.22 FEET;  
THENCE SOUTH 60°43'30" WEST 37.04 FEET TO THE TERMINUS OF SAID LINE.

TOGETHER WITH THE SOUTH 50.00 FEET, AS MEASURED ALONG THE WEST LINE, OF THE NORTH 119.57 FEET OF THE WEST 300.0 FEET, AS MEASURED ALONG THE NORTH LINE OF TRACT 32 IN WEST AUBURN FIVE-ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 12, RECORDS OF KING COUNTY;  
EXCEPT THE EAST 20.0 FEET OF THE NORTH 20.0 FEET THEREOF;  
AND EXCEPT THE SOUTH 20.0 FEET OF THE WEST 250.0 FEET THEREOF.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "B"

PROPERTY DEPICTIONS - WATER



**EXHIBIT "C"**

LEGAL PROPERTY DESCRIPTIONS - SEWER

**PARCEL 1521049002**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 100 FEET IN WIDTH LYING EASTERLY OF THE STATE HIGHWAY AND SOUTHERLY OF THE COUNTY ROAD NO. 579 AND WESTERLY OF A LINE BEGINNING AT A POINT ON THE SOUTH LINE OF SAID ROAD 115 FEET WESTERLY OF THE CENTERLINE OF MILL CREEK;  
THENCE SOUTH AT A RIGHT ANGLE TO SAID ROAD TO THE SOUTH LINE OF SAID NORTH 100 FEET.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL 1521049031**

LOT 1, KING COUNTY SHORT PLAT NO. 775019, RECORDED UNDER RECORDING NO. 7602040385, IN KING COUNTY, WASHINGTON, REVISED BY RECORDING NO. 8004030781, BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

**PARCEL 1521049062**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;  
THENCE NORTH 89°33'57" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 118.37 FEET TO THE WESTERLY MARGIN OF KNICKERBOCKER ROAD;  
THENCE NORTH 22°17'08" WEST ALONG SAID MARGIN 314.60 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 22°17'06" WEST ALONG SAID MARGIN 269.57 FEET;  
THENCE SOUTH 68°57'54" WEST 247 FEET;  
THENCE SOUTH 16°43'20" EAST 170.12 FEET;  
THENCE NORTH 89°33'57" EAST 283.82 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL 1521049063**

LOT A OF KING COUNTY BOUNDARY LINE ADJUSTMENT L94L0113 AS RECORDED UNDER RECORDING NUMBER 9410121723, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT "C" (continued)**

**PARCEL 1521049067**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
BEGINNING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SUBDIVISION, 544.49 FEET EAST OF THE NORTHWEST CORNER OF SAID SUBDIVISION;  
THENCE CONTINUING EAST 193.37 FEET;  
THENCE SOUTH 07°19'56" EAST 173.35 FEET;  
THENCE SOUTH 82°40'04" WEST 191.50 FEET;  
THENCE NORTH 07°19'56" WEST 200.14 FT TO THE POINT OF BEGINNING.

**PARCEL 1521049068**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;  
THENCE TOUH 89°22'13" EAST ALONG THE NORTHERLY LINE THEREOF A DISTANCE OF 767.86 FEET;  
THENCE SOUTH 40°32'16" EAST A DISTANCE OF 82.70 FEET TO A POINT HEREIN DESIGNATED AS POINT "A" AND THE TRUE POINT OF BEGINNING;  
THENCE NORTH 78°30'55" EAST A DISTANCE OF 203.43 FEET TO A POINT ON THE WESTERLY MARGIN OF 44TH AVENUE SOUTH;  
THENCE SOUTH 12°57'19" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 121.76 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID WESTERLY MARING WITH THE NORTHERLY MARGIN OF SOUTH 321ST STREET;  
THENCE SOUTH 92°37'47" WEST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 160.68 FEET;  
THENCE NORTH 07°19'56" WEST A DISTANCE OF 99.58 FEET TO THE TRUE POINT OF BEGINNING;  
EXCEPTING THEREFROM ANY PORTION THEREOF LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:  
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;  
THENCE SOUTH 89°22'13" EAST ALONG THE NORTHERLY LINE THEREOF A DISTANCE OF 767.86 FEET AND THE TRUE POINT OF BEGINNING OF SAID LINE;  
THENCE SOUTH 39°40'00" EAST A DISTANCE OF 84.89 FEET TO A POINT DESIGNATED AS POINT "A";  
THENCE NORTH 77°48'09" EAST A DISTANCE OF 203.51 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF 44TH AVENUE SOUTH AND THE TERMINUS OF SAID LINE (SAID LINE HAVING BEEN ESTABLISHED THROUGH DECREE ENTERED IN KING COUNTY SUPERIOR COURT CAUSE NO. 83-2-03375-6 AND SHOWN ON SURVEY RECORDED UNDER RECORDING NO. 8702179005).

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT "C" (continued)**

**PARCEL 1521049069**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF SOUTH 321ST STREET AND EASTERLY OF 46TH PLACE SOUTH AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 6205228 AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION WHICH IS 1,020 FEET NORTH OF THE SOUTHEAST CORNER THEREOF;

THENCE NORTH  $71^{\circ}52'33''$  WEST 252.96 FEET TO THE SOUTHEAST MARGIN OF THE INTERSECTION OF SOUTH 321ST STREET AND 46TH PLACE SOUTH AND THERE THE TERMINUS OF SAID LINE;

BEGINNING AT A POINT ON THE NORTHEASTERLY MARGIN OF THE COUNTY ROAD NUMBER 579, 650.00 FEET NORTHWESTERLY FROM THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AS MEASURED ALONG SAID MARGIN;

THENCE EASTERLY TO A POINT 1,020.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE  $71^{\circ}52'33''$  WEST TO THE SOUTHEASTERLY MARGIN OF THE COUNTY ROAD; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID ROAD MARGIN TO THE POINT OF BEGINNING.

**PARCEL 1521049070**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;

THENCE EAST ALONG THE NORTH LINE THEREOF 544.49 FEET;

THENCE SOUTH  $07^{\circ}19'56''$  EAST 285.14 FEET, MORE OR LESS, TO THE NORTHERLY MARGIN OF THE COUNTY ROAD;

THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY MARGIN, TO THE NORTHEASTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 5;

THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY MARGIN TO THE WEST LINE OF SAID SUBDIVISION;

THENCE NORTH, ALONG SAID WEST LINE, TO THE POINT OF BEGINNING.

**PARCEL 1521049093**

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 80 FEET IN WIDTH OF SAID SUBDIVISION WITH THE WESTERLY MARGIN OF KNICKBOCKER ROAD AS IT NOW EXISTS, 60 FEET IN WIDTH;

THENCE SOUTH  $89^{\circ}08'55''$  WEST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 210 FEET;

**EXHIBIT "C" (continued)**

THENCE SOUTH 22°42'25" EAST, PARALLEL WITH SAID KNICKBOCKER ROAD 86.20 FEET TO THE SOUTH LINE OF SAID SUBDIVISION;  
THENCE SOUTH 89°08'55" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 327.09 FEET TO THE EASTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 5, AS IT NOW EXISTS, 100 FEET IN WIDTH,  
THENCE NORTH 15°41'55" WEST ALONG SAID HIGHWAY MARGIN 281.40 FEET TO THE NORTH LINE OF THE SOUTH 272 FEET IN WIDTH OF SAID SUBDIVISION;  
THENCE NORTH 89°08'55" EAST PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION 290.09 FEET TO A POINT 210 FEET WEST OF THE WESTERLY MARGIN OF SAID KNICKBOCKER ROAD;  
THENCE SOUTH 22°42'25" EAST PARALLEL WITH KNICKBOCKER ROAD 182.39 FEET;  
THENCE NORTH 89°08'55" EAST 210 FEET TO THE WESTERLY MARGIN OF KNICKBOCKER ROAD;  
THENCE SOUTH 22°42'25" EAST 24.48 FEET TO THE POINT OF BEGINNING.

**PARCEL 1521049115**

THE NORTHERLY 80 FEET IN WIDTH OF THE SOUTHERLY 192.00 FEET IN WIDTH OF THE EASTERLY 210.00 FEET (AS MEASURED ALONG OR PARALLEL WITH THE SOUTH LINE) OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF KNICKBOCKER ROAD, AS NOW EXISTING 60 FEET IN WIDTH.

**PARCEL 1521049118**

THE NORTHERLY 80 FEET OF THE SOUTHERLY 272 FEET OF THE EASTERLY 210 FEET OF THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF KNICKBOCKER ROAD.

**PARCEL 1521049124**

THE SOUTHERLY 80 FEET IN WIDTH OF THE EASTERLY 210 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF KNICKBOCKER ROAD.

**PARCEL 1521049128**

THE SOUTH 30 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE EAST 330 FEET THEREOF;  
AND EXCEPT THAT PORTION LYING WESTERLY OF KNICKBOCKER ROAD.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT "C" (continued)**

**PARCEL 1521049135**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 89°22'13" EAST ALONG THE NORTHERLY LINE THEREOF 737.86 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 89°22'13" EAST 30 FEET;  
THENCE SOUTH 39°40' EAST 84.65 FEET;  
THENCE SOUTH 7°19'56" EAST 100 FEET;  
THENCE SOUTH 82°40'04" WEST 75 FEET;  
THENCE NORTH 7°19'56" WEST 173.55 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 1521049156**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15;  
THENCE NORTH 89°33'57" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 118.37 FEET TO THE WESTERLY RIGHT OF WAY LINE OF KNICKERBOCKER ROAD;  
THENCE NORTH 22°17'06" WEST 1100.60 FEET ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE NORTH 86°55' WEST 200.96 FEET;  
THENCE NORTH 03°05' EAST 90 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH 321ST STREET;  
THENCE EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY LINE OF KNICKERBOCKER ROAD;  
THENCE SOUTHERLY ALONG SAID WESTERLY LINE 100 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;  
TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
THENCE NORTH 89°33'57" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 118.37 FEET TO THE WESTERLY RIGHT OF WAY LINE OF KNICKERBOCKER ROAD;  
THENCE NORTH 22°17'06" WEST 1100.60 FEET ALONG SAID RIGHT OF WAY LINE;  
THENCE NORTH 86°55' WEST 200.98 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 03°05' EAST 90 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH 321ST STREET;  
THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE 10.67 FEET;  
THENCE SOUTHERLY 90 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF AUBURN, COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT "C" (continued)**

**PARCEL 1521049161**

LOT 3 OF KING COUNTY SHORT PLAT NO. 578125, RECORDED UNDER RECORDING NO. 8103310930, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL 1521049172**

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
THE NORTH 100 FEET IN WIDTH LYING SOUTHERLY OF KNICKERBOCKER ROAD AND WESTERLY OF THE CENTERLINE OF MILL CREEK AND EASTERLY OF A LINE BEGINNING AT A POINT ON THE SOUTH LINE OF SAID ROAD 115 FEET WESTERLY OF THE CENTERLINE OF SAID CREEK;  
THENCE SOUTH AT A RIGHT ANGLE TO SAID ROAD TO THE SOUTH LINE OF SAID NORTH 100 FEET.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL 1521049181**

LOT 1 OF KING COUNTY SHORT PLAT NO. 578125, RECORDED UNDER RECORDING NO. 8103310930, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL 1521049185**

LOT 2, KING COUNTY SHORT PLAT NO. 775019, RECORDED UNDER RECORDING NO. 7602040385, IN KING COUNTY, WASHINGTON, REVISED BY RECORDING NO. 8004030781, BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

**PARCEL 1521049197**

LOT 2 OF KING COUNTY SHORT PLAT NO. 578125, RECORDED UNDER RECORDING NO. 8103310930, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL 1521049198**

LOT 4 OF KING COUNTY SHORT PLAT NO. 578125, RECORDED UNDER RECORDING NO. 8103310930, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.



**EXHIBIT "C" (continued)**

**PARCEL 1521049200**

LOT 3, KING COUNTY SHORT PLAT NO. 775019, RECORDED UNDER RECORDING NO. 7602040385, IN KING COUNTY, WASHINGTON, REVISED BY RECORDING NO. 8004030781, BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

**PARCEL 1521049207**

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 89°33'57" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 118.37 FEET TO THE WESTERLY MARGIN OF KNICKERBOCKER ROAD;

THENCE NORTH 22°17'06" WEST ALONG SAID MARGIN 293.05 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 22°17'06" WEST ALONG SAID MARGIN 21.55 FEET;

THENCE SOUTH 89°33'57" WEST 283.82 FEET;

THENCE NORTH 16°43'20" WEST 170.12 FEET;

THENCE SOUTH 68°57'54" WEST 225.52 FEET TO THE EASTERLY MARGIN OF STATE ROAD #5;

THENCE SOUTHERLY ALONG SAID MARGIN ON AN ARC OF A CURVE RIGHT WITH A RADIUS OF 1071.80 FEET THRU A CENTRAL ANGLE OF 4°03'02" 75.77 FEET;

THENCE SOUTH 15°16'43" EAST ALONG SAID MARGIN 32.54 FEET;

THENCE NORTH 89°33'57" EAST 520.34 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 1521049211**

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE COUNTY ROAD; LESS THE EAST 330 FEET; AND LESS THE SOUTH 130 FEET.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL 9262800164**

THE NORTH 75 FEET OF THE SOUTH 200 FEET OF THE WEST 166.67 FEET OF TRACT 32, WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT "C" (continued)**

**PARCEL 9262800167**

THE SOUTH 125 FEET OF THE WEST 83.33 FEET OF LOT 32, WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL 9262800175**

THAT PORTION OF TRACT 33, WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 15 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID TRACT, WHICH IS 92.12 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF;  
THENCE EASTERLY TO A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT, WHICH IS 95.69 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER THEREOF,  
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL 9262800195**

THAT PORTION OF TRACT 36, WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 36;  
THENCE SOUTH 89°51'19" EAST ALONG THE SOUTH MARGIN OF SOUTH 324TH STREET, A DISTANCE OF 207.298 FEET;  
THENCE 02°57'49" WEST, A DISTANCE OF 57.605 FEET;  
THENCE NORTH 84°41'11" WEST, A DISTANCE OF 44.580 FEET;  
THENCE SOUTH 10°27'33" EAST, A DISTANCE OF 16.350 FEET;  
THENCE NORTH 83°47'52" WEST, A DISTANCE OF 47.864 FEET;  
THENCE NORTH 85°32'13" WEST, A DISTANCE OF 116.916 FEET TO THE EASTERLY MARGIN OF 51ST AVENUE SOUTH;  
THENCE NORTH 01°17'04" EAST ALONG SAID EASTERLY MARGIN, A DISTANCE OF 55.747 FEET TO THE TRUE POINT OF BEGINNING;  
EXCEPT THAT PORTION, IF ANY, LYING WITHIN 51ST PLACE SOUTH.

**PARCEL 9262800199**

THAT PORTION OF TRACT 36, WEST AUBURN FIVE-ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 36;  
THENCE SOUTH 01°17'04" WEST ALONG THE EASTERLY MARGIN OF 51ST AVENUE SOUTH, A DISTANCE OF 55.75 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 85°32'13" EAST, A DISTANCE OF 116.92 FEET;  
THENCE SOUTH 83°47'52" EAST A DISTANCE OF 57.86 FEET;  
THENCE NORTH 10°27'33" WEST, A DISTANCE OF 16.35 FEET;  
THENCE SOUTH 84°41'11" EAST, A DISTANCE OF 78.19 FEET;

**EXHIBIT "C" (continued)**

THENCE SOUTH 00°12'49" EAST, A DISTANCE OF 97.05 FEET;  
THENCE NORTH 89°52'11" WEST, A DISTANCE OF 241.11 FEET TO THE EASTERLY MARGIN OF 51ST AVENUE SOUTH;  
THENCE NORTH 01°17'04" EAST ALONG THE EASTERLY MARGIN OF 51ST PLACE SOUTH, A DISTANCE OF 101.95 FEET TO THE TRUE POINT OF BEGINNING;  
EXCEPT THAT PORTION OF SAID TRACT 36, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 36;  
THENCE SOUTH 00°17'15" WEST, ALONG THE WEST LINE OF SAID TRACT 36, A DISTANCE OF 157.70 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND THE TRUE POINT OF BEGINNING OF THIS EXCEPTION;  
THENCE SOUTH 89°52'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 241.61 FEET;  
THENCE NORTH 00°12'49" WEST, A DISTANCE OF 8.5 FEET TO AN INTERSECTION WITH AN EXISTING FENCE LINE;  
THENCE NORTH 86°15'51" WEST, ALONG SAID EXISTING FENCE LINE, A DISTANCE OF 24.63 FEET TO THE WEST LINE OF SAID TRACT 36;  
THENCE SOUTH 01°17'15" WEST, SLONG SAID WEST LINE, A DISTANCE OF 23.70 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION, AS QUASHED UNDER KING COUNTY SUPERIOR COURT QUIET TITLE CAUSE NO. 89-2-13178-1.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "D"

PROPERTY DEPICTIONS - SEWER

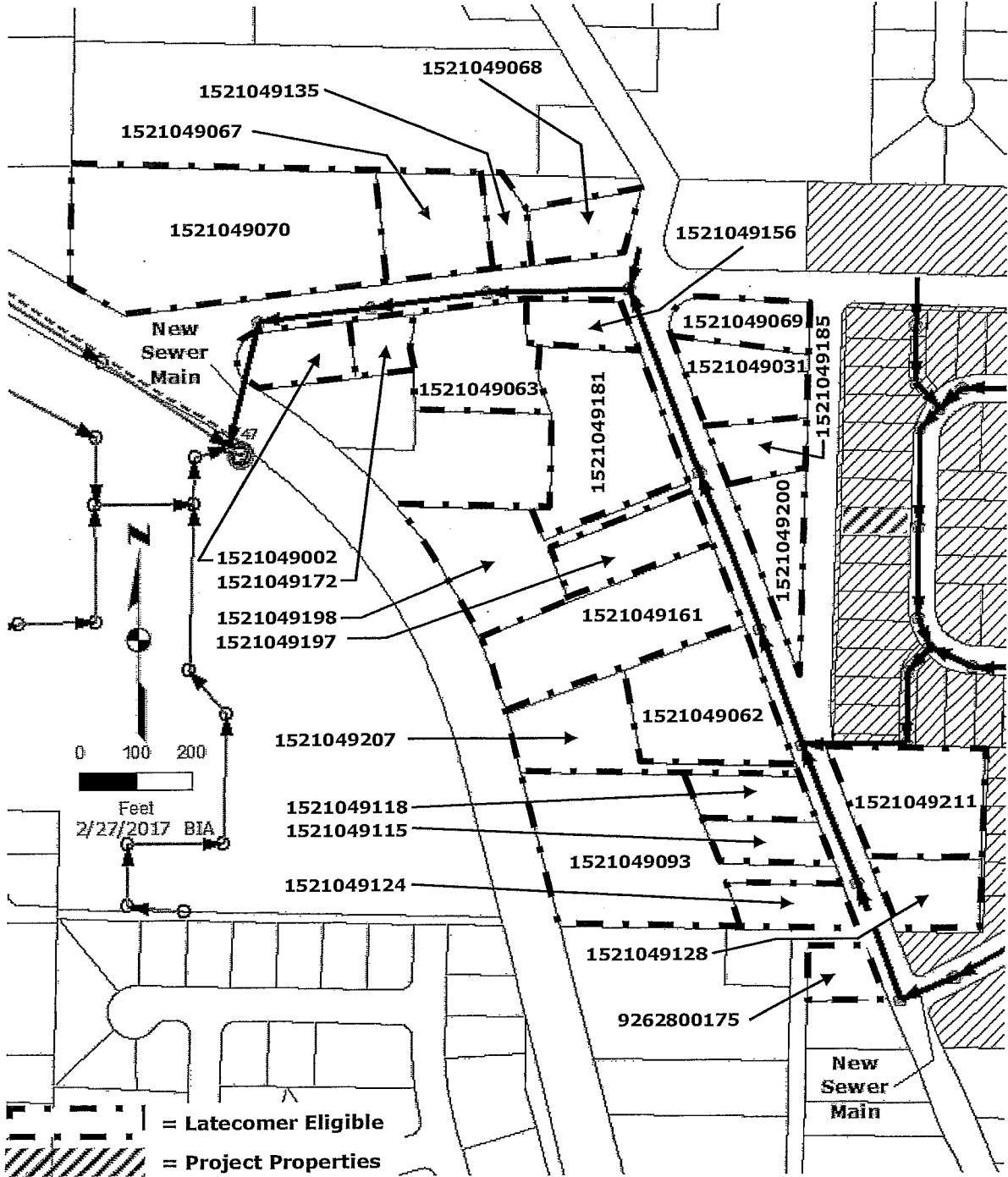


EXHIBIT "D" (continued)

PROPERTY DEPICTIONS - SEWER



**LATECOMER AGREEMENT**

**THIS AGREEMENT**, entered into in duplicate between the **LAKEHAVEN WATER AND SEWER DISTRICT**, a municipal corporation of the State of Washington, hereinafter referred to as "the District", and **LARRY E. SPIVA**, 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. 20160330001671, 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 system 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 sanitary sewer system 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. 2016-1278, 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. 2016-1278, 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 WATER & SEWER DISTRICT  
King County, Washington

Larry E. Spiva 4-13-17  
Larry E. Spiva (date)

[Signature]  
Development Engineering Manager

Dated: 04/18/17

STATE OF Washington )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Larry Spiva 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: April 13, 2017

[Signature]  
(Signature)  
Notary Public  
Title

My appointment expires 3-20-2020

LISA N ALEXANDER  
NOTARY PUBLIC  
STATE OF WASHINGTON  
My Commission Expires  
03-20-2020

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

TAX PARCEL NO. 4166600652

LOT 1 OF KING COUNTY SHORT PLAT NO. 679081, PER MAP THEREOF RECORDED UNDER RECORDING NO. 8110230443, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL NO. 4166600654

PARCEL "B" OF CITY OF FEDERAL WAY BOUNDARY LINE ADJUSTMENT NO. 10-104804-00-SU, PER MAP THEREOF RECORDED UNDER RECORDING NO. 20110324900004, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL NO. 4166600656

THE WEST 130 FEET OF THE EAST 250 FEET, AS MEASURED ALONG THE SOUTH LINE OF LOT 4, BLOCK 7, PLAT OF LAKOTA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 33, IN KING COUNTY, WASHINGTON.

TAX PARCEL NO. 4166600657

PARCEL A OF CITY OF FEDERAL WAY BOUNDARY LINE ADJUSTMENT NO. 14-101925-00-SU, PER MAP THEREOF RECORDED UNDER RECORDING NO. 20150108900006, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL NO. 4166600658

THE EAST 120 FEET OF LOT 5, BLOCK 7, PLAT OF LAKOTA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 33, IN KING COUNTY, WASHINGTON.

TAX PARCEL NO. 4166600659

THE WEST 130 FEET OF THE EAST 250 FEET OF LOT 5, BLOCK 7, PLAT OF LAKOTA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 33, IN KING COUNTY, WASHINGTON.

TAX PARCEL NO. 4166600661

PARCEL B OF CITY OF FEDERAL WAY BOUNDARY LINE ADJUSTMENT NO. 14-101925-00-SU, PER MAP THEREOF RECORDED UNDER RECORDING NO. 20150108900006, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL NO. 4166600670

LOT 6, BLOCK 7, PLAT OF LAKOTA, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE 33, IN KING COUNTY, WASHINGTON.

EXHIBIT "B"

PROPERTY DEPICTIONS

