

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

**Resolution No. 2019-1326**

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' is 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 24<sup>th</sup> day of October, 2019.

ATTEST:

<u>Donald L. Miller</u> President and Commissioner	✓ Yea	_____ Nay	_____ Abstain
<u>Betha Jones</u> Vice President and Commissioner	✓ Yea	_____ Nay	_____ Abstain
<u>Samuel D. Johnson</u> Secretary and Commissioner	✓ Yea	_____ Nay	_____ Abstain



EXHIBIT 'A'

**SKF&R FIRE STATION 61-SEWER MAIN EXTENSION-PO 22836  
Lakehaven Project No. 6316018**

**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 **SOUTH KING FIRE & RESCUE**, 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. 20170214000751, 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. 2017-1300, 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. 2017-1300, 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.

SOUTH KING FIRE & RESCUE

LAKEHAVEN WATER & SEWER DISTRICT  
King County, Washington

By [Signature]

for [Signature]  
Development Engineering Manager

Its FIRE Chief

Date: 4/30/2019

Dated: 5/1/19

STATE OF WA )  
County of King ) ss.

This record was acknowledged by me on 5/1/19  
by Allen Church as Fire Chief  
of South King Fire & Rescue.

DATED: 5/1/2019

[Signature]  
(Signature)  
Notary Public Matthew C Rinehardt  
Title Notary Public  
My appointment expires 4-28-21



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 SKF&R STA 61 SME  
PROJECT #6316018

LEGAL PROPERTY DESCRIPTIONS

TAX PARCEL #2821049076: THE EAST 178 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH OF RANGE 4 EAST, W.M; SITUATED IN KING COUNTY, WASHINGTON, LESS THE SOUTH 230 FEET THEREOF LESS COUNTY ROADS.

TAX PARCEL #2821049174: WEST 148 OF EAST 178 FEET OF THE NORTH 90 FEET OF THE SOUTH 230 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH OF RANGE 4 EAST, W.M. SITUATED IN KING COUNTY, WASHINGTON.

TAX PARCEL #2821049192: LOT 3 OF KCSP NO. 178077 REVISION RECORDING NO. 7911190730 OF SAID PLAT DESCRIBE AS THE FOLLOWS: THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH OF RANGE 4 EAST, W.M. SITUATED IN KING COUNTY, WASHINGTON; LESS THE NORTH 180 FEET THEREOF LESS COUNTY ROADS.

TAX PARCEL #2821049189: LOT 4 OF KCSP NO. 178077 REVISION RECORDING NO. 7911190730 OF SAID PLAT DESCRIBE AS THE FOLLOWS: THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH OF RANGE 4 EAST, W.M. SITUATED IN KING COUNTY, WASHINGTON, LESS THE NORTH 180 FEET OF THE EAST 178 FEET THEREOF LESS COUNTY ROADS.

TAX PARCEL #2821049151: THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 NORTH OF RANGE 4 EAST, W.M. SITUATED IN KING COUNTY, WASHINGTON, LESS COUNTY ROADS.

EXHIBIT "B"

LATECOMER TO SKF&R STA 61 SME  
PROJECT #6316018

PROPERTY DEPICTIONS

