

LAKEHAVEN WATER AND SEWER DISTRICT
King County, Washington

Resolution No. 2020-1337

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



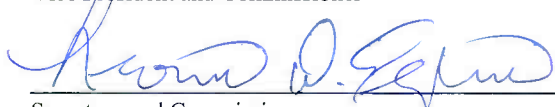
WHEREAS, the District having executed agreements for the construction of water and/or sewer facilities that will benefit adjacent parcels and the Board desiring to approve latecomer reimbursement area designations associated therewith;

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 23rd day of April, 2020.

ATTEST:

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

Donald L. Miller
Commissioner ✓
Yea
Nay Abstain

Jana Behr
Commissioner ✓
Yea
Nay Abstain

Approved as to form: [Signature] 7/7/20
General Counsel

EXHIBIT A

DE LATECOMER AREAS ADOPTED BY LWSD BOARD-APRIL 23, 2020 - RES #		
Project Name	Project Number	Water/Sewer LC
S 344TH ST SEWER EXTENSION	6319005	SEWER
BOZHKO - 51ST AVE S LPS	6318014	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 **Jee Inokuma**, 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. **20190501000024**, to provide for the construction of certain **sanitary sewer** 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. 2019-1329, 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. 2019-1329, 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

Jae Sung Park 03/09/20 (date) for Bin Ashury
Development Engineering Manager
Hyun Sook Park 3/9/20 (date) Dated: 3/10/2020

State of Washington
County of King

This record was acknowledged before me on March 09, 2020
(Date)
by Jae Sung Park and Hyun Sook Park
(Name(s))

DATED: 3/09/2020

Olson
(Signature)
Notary Public
Title

My appointment expires 07/05/22

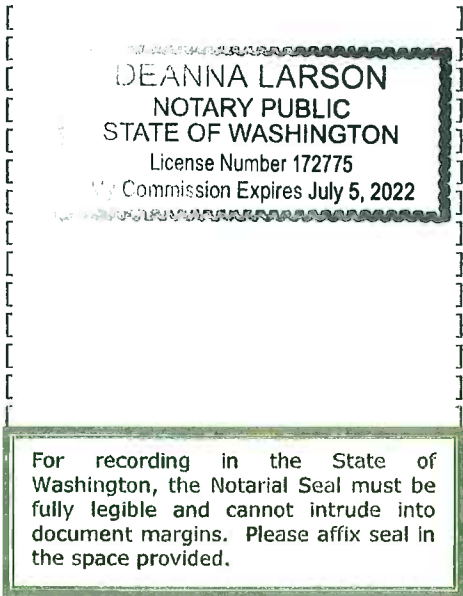


EXHIBIT "A"

LATECOMER ELIGIBLE PROPERTIES

PARCEL #403170-0430

LOT 43, LAKE GENEVA'S LAKESHORE ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 69 OF PLATS, PAGE 49, RECORDS OF KING COUNTY, WASHINGTON

PARCEL #403170-0440

LOT 44, LAKE GENEVA'S LAKESHORE ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 69 OF PLATS, PAGE 49, RECORDS OF KING COUNTY, WASHINGTON

PARCEL #506640-0482

SOUTH 104.95 FEET OF THE WEST 100 FEET OF LOT 24, MALTBY'S LAKE GENEVA FIVE ACRE TRACTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 73, RECORDS OF KING COUNTY, WASHINGTON

PARCEL #506640-0479

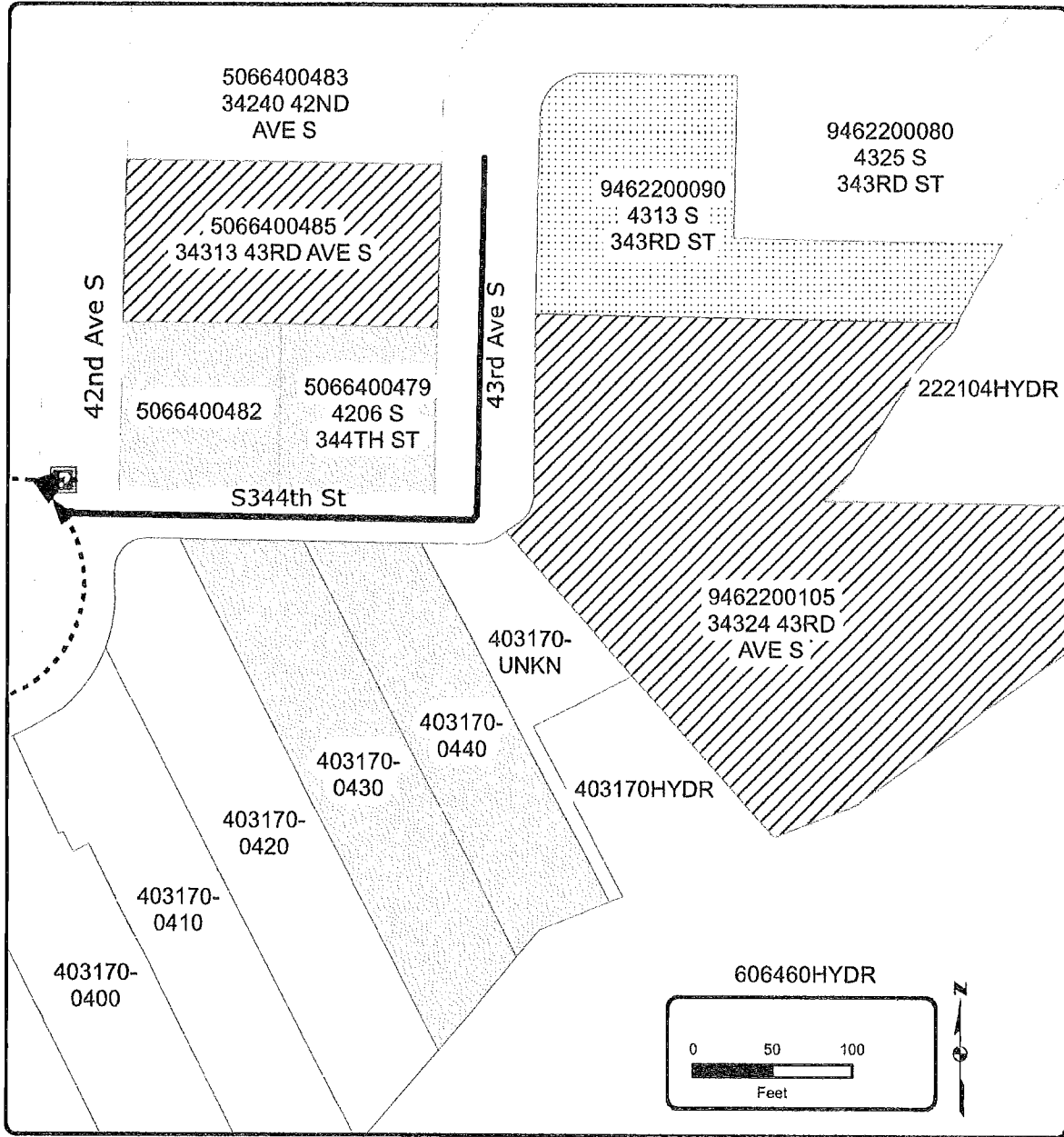
SOUTH 104.95 FEET OF THE WEST 200 FEET LESS THE WEST 100 FEET OF LOT 24, MALTBY'S LAKE GENEVA FIVE ACRE TRACTS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 73, RECORDS OF KING COUNTY, WASHINGTON

PARTIALLY LATECOMER ELIGIBLE PROPERTY


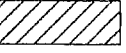
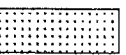

PARCEL #946220-0090

LOTS 8, 9, AND 10, BLOCK 2, WINCHELL'S LAKE GENEVA TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 39 OF PLATS, PAGE 42, RECORDS OF KING COUNTY, WASHINGTON

EXHIBIT "B"



LEGEND

-  LATECOMER ELIGIBLE PROPERTIES
-  PROJECT PROPERTIES
-  PARTIAL LATECOMER ELIGIBLE PROPERTY
-  NEW LOW PRESSURE SEWER MAIN

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 **YURI V. BOZHKO AND VITA O. BOZHKO, AND VITALIY P. PANAS AND MIROSLAVA O. PANAS**, 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. 20180829000825, 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 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. 2019-1329, 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. 2019-1329, 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.

EXHIBIT A
LATECOMER PROPERTY DESCRIPTIONS
BOZHKO 51ST AVE S LPS
LWSD PROECT #6318014

TAX PARCEL #3751603075

LOTS 19 & 20, BLOCK 75, OF JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL #3751603079

LOTS 21, 22, 23 AND 24, BLOCK 75, OF JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

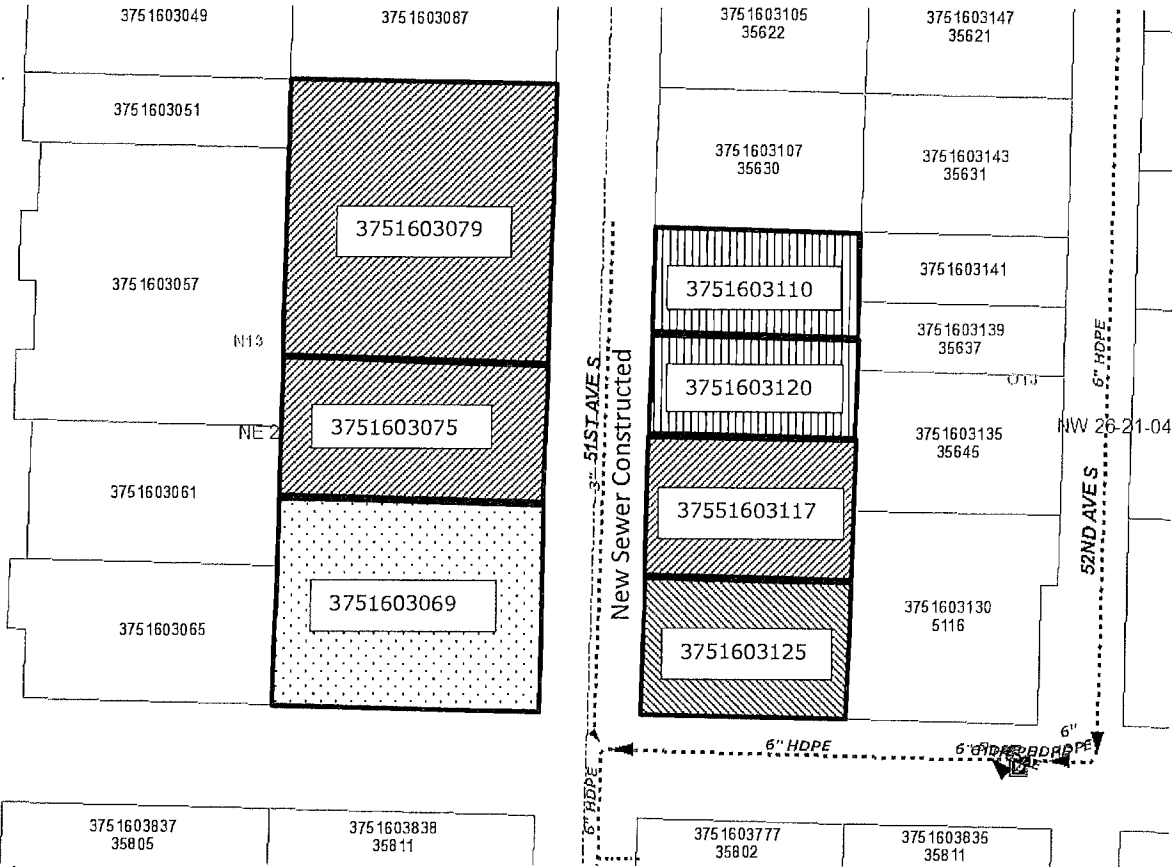
TAX PARCEL# 3751603117


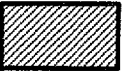


LOT 12 & 13, BLOCK 76, OF JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

TAX PARCEL #3751603125

LOT 14 & 15, BLOCK 76, OF JOVITA HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF KING COUNTY, WASHINGTON.

BOZHKO - 51ST AVE S LPS
LATECOMER DEPICTION



-  Project Properties
-  Latecomer Eligible
-  Conditional Latecomer
-  Latecomer Exempt or Waived