

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

**Resolution No. 2022-1372**

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

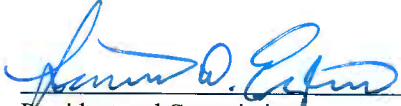

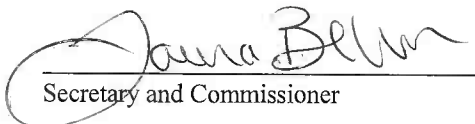
**WHEREAS**, the District having executed agreements for the construction of water and/or sewer facilities that will benefit adjacent parcels and the Board desiring to approve latecomer reimbursement area designations associated therewith;

**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 27<sup>th</sup> day of October, 2022.

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

Peter Long  
Commissioner Yea Nay Abstain

[Signature]  
Commissioner Yea Nay Abstain

Approved as to form: [Signature]  
General Counsel

EXHIBIT A

DE LATECOMER AREAS ADOPTED BY LWSD BOARD-OCTOBER 27, 2022 - RES #

<b>Project Name</b>	<b>Project Number</b>	<b>Water/Sewer LC</b>
Hillmon 12th Ave S LPS	6321004	Sewer
The Hills & Montevista Short Plats	6316006	Sewer
The Hills & Montevista Short Plats	6316006	Water

**THE HILLS & MONTEVISTA SHORT PLATS  
Lakehaven Project No. 6316006**

**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 **VERISTONE HOMES 4 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. **20180829000827**, 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. 2021-1359, 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. 2021-1359, 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.

VERISTONE HOMES 4 LLC

LAKEHAVEN WATER & SEWER DISTRICT  
King County, Washington

By [Signature]

[Signature]  
Development Engineering Supervisor

Its Manager

Date: 6/28/22

Dated: 8-17-22

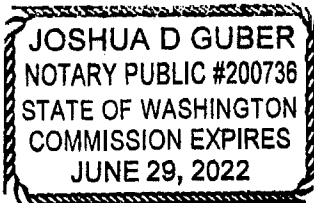
STATE OF King WA )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Doretry Vyzis 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 Manager of Veristone Homes 4, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 28<sup>th</sup> 2022

[Signature]  
(Signature)  
Notary Public  
Title

My appointment expires June 29, 2022



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

The Hills & Montevista Short Plats (LWSD Proj. 6316006)  
ESM Job No. 2069-001-019  
July 6, 2021

**LEGAL DESCRIPTIONS  
FOR  
PROPERTIES SUBJECT TO SEWER LATECOMER AGREEMENT**

King County Assessor Parcel No. 3021049088

The east 290.4 feet of the south half of the northeast quarter of the southwest quarter of the southeast quarter of Section 30, Township 21 North, Range 4 East, W.M.;

EXCEPT the south 30 feet thereof.

King County Assessor Parcel No. 3021049154

The south half of the northeast quarter of the southwest quarter of the southeast quarter of Section 30, Township 21 North, Range 4 East, Willamette Meridian, in King County, Washington;

EXCEPT the west 246 feet thereof;

ALSO EXCEPT the south 30 feet thereof conveyed to Howard Johnson and Marjorie S. Johnson, husband and wife, by deed recorded under Recording No. 4283416, Records of King County, Washington.

AND EXCEPT the east 290.4 feet thereof conveyed to Mary Kay Hedges, a widow, by Statutory Warranty Deed recorded under Recording No. 5243910, Records of King County, Washington;

TOGETHER WITH an easement for ingress and egress as reserved in instrument recorded under Recording Number 4283416, Records of King County, Washington.

(Also know as a portion of King County Short Plat Number 375029, recorded under Recording No. 7512180490, Records of King County, Washington.)

King County Assessor Parcel No. 3021049052

The west 246 feet of the south half of the northeast quarter of the southwest quarter of the southeast quarter of Section 30, Township 21 North, Range 4 East, W.M., in King County, Washington;

EXCEPT that portion lying within the right of way of 5<sup>th</sup> Avenue Southwest, as established in Volume 33 of Commissioner's Records at Page 341;

EXCEPT the south 179 feet thereof.

(Also known as a portion of King County Short Plat Number 375029, recorded under recording number 7512180490).

King County Assessor Parcel No. 3021049053

The north half of the northwest quarter of the southwest quarter of the southeast quarter of Section 30, Township 21 North, Range 4 East, W.M., in King County, Washington.

King County Assessor Parcel No. 3021049050

The south half of the south half of the southwest quarter of the northwest quarter of the southeast quarter of Section 30, Township 21 North, Range 4 East, W.M.,

EXCEPT portion thereof lying within 6<sup>th</sup> Avenue SW;

Situate in the City of Federal Way, County of King, State of Washington.

King County Assessor Parcel No. 3021049124

Parcel A of King County Short Plat No. 674039 as recorded under Recording No. 7505290760, Records of King County, Washington;

Situate in the City of Federal Way, County of King, State of Washington.

King County Assessor Parcel No. 8594900010

Lot 1, Thelwin Heights, according to the plat thereof recorded in Volume 71 of Plats, Page 8, in King County, Washington.

Situate in the County of King, State of Washington.

King County Assessor Parcel No. 8594900110

Lots 10 and 11, Thelwin Heights, according to the plat thereof recorded in Volume 71 of Plats, Page 8, in King County, Washington.



King County Assessor Parcel No. 3021049171

Lot 1, King County Short Plat No. 1086038, as recorded under Recording No. 8803100658, Records of King County Auditor;

Situate in the City of Federal Way, County of King, State of Washington.

King County Assessor Parcel No. 3021049059

Lot 2, as shown on King County Short Plat No. 1086038, as recorded under Recording No. 8803100658, filed with King County Auditor, King County, Washington.

Situate in the County of King, State of Washington.

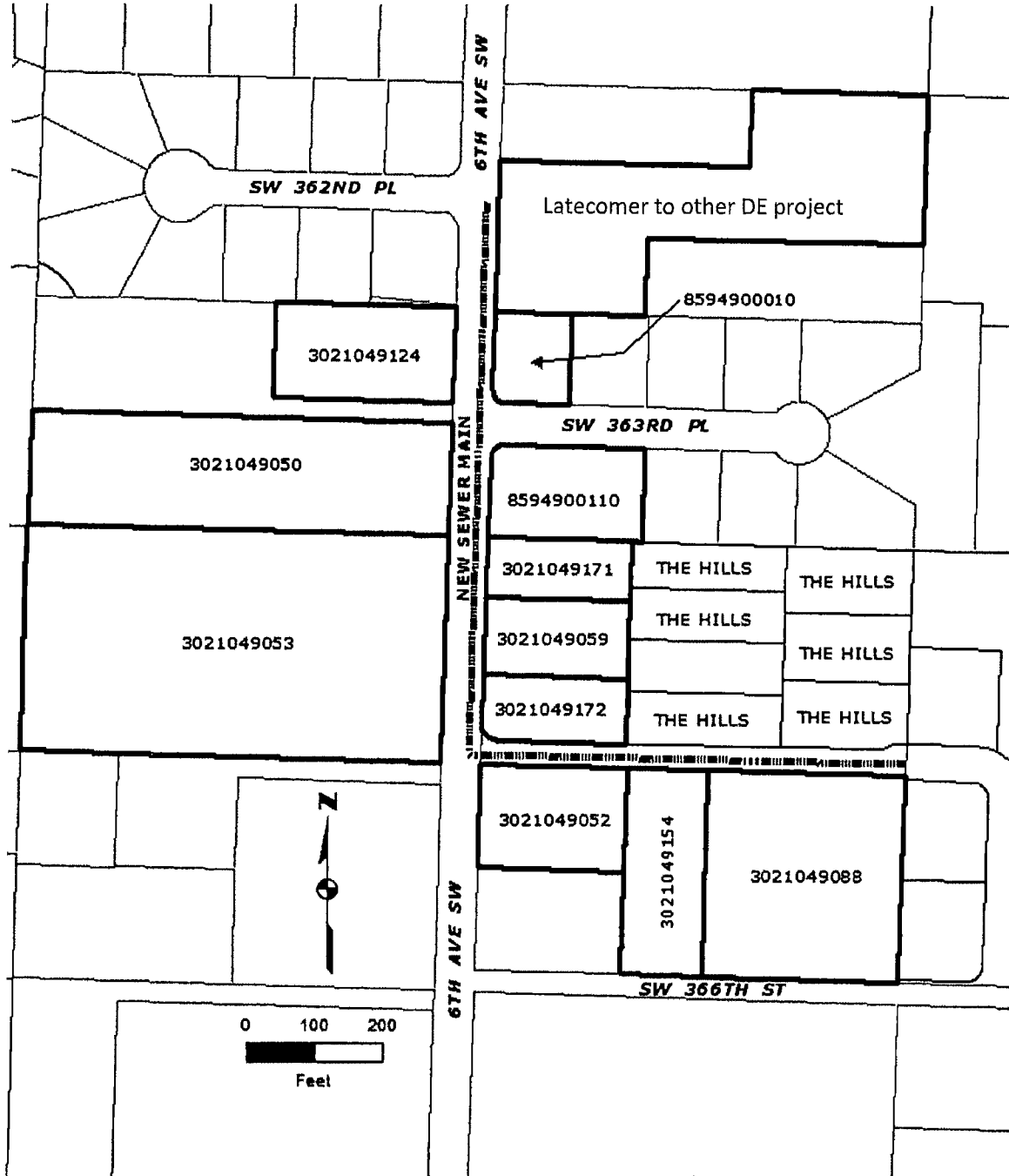
King County Assessor Parcel No. 3021049172

Lot 3, King County Short Plat No. 1086038, as recorded under Recording No. 8803100658, filed with King County Auditor, King County, Washington.

Situate in the County of King, State of Washington.

EXHIBIT "B"

PROPERTY DEPICTIONS



**THE HILLS & MONTEVISTA SHORT PLATS  
Lakehaven Project No. 6316006**

**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 **VERISTONE HOMES 4 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. **20180829000827**, to provide for the construction of certain **water distribution** improvements to serve property owned by the Developer, and

**WHEREAS**, a portion of the **water** 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. 2021-1359, 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. 2021-1359, 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.

VERISTONE HOMES 4 LLC

LAKEHAVEN WATER & SEWER DISTRICT  
King County, Washington

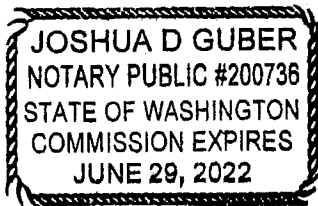
By [Signature]  
Its Manager  
Date: 6/28/22

[Signature]  
Development Engineering Supervisor  
Dated: 8-17-22

STATE OF WA )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Denetry Vyzis 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 Manager of Veristone Homes 4, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 28th 2022



[Signature]  
(Signature)  
Notary Public  
Title

My appointment expires June 29, 2022

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

The Hills & Montevista Short Plats (LWSD Proj. 6316006)  
ESM Job No. 2069-001-019  
July 6, 2021

**LEGAL DESCRIPTIONS  
FOR  
PROPERTIES SUBJECT TO WATER LATECOMER AGREEMENT**

King County Assessor Parcel No. 3021049088

The east 290.4 feet of the south half of the northeast quarter of the southwest quarter of the southeast quarter of Section 30, Township 21 North, Range 4 East, W.M.;

EXCEPT the south 30 feet thereof.

King County Assessor Parcel No. 3021049154

The south half of the northeast quarter of the southwest quarter of the southeast quarter of Section 30, Township 21 North, Range 4 East, Willamette Meridian, in King County, Washington;

EXCEPT the west 246 feet thereof;

ALSO EXCEPT the south 30 feet thereof conveyed to Howard Johnson and Marjorie S. Johnson, husband and wife, by deed recorded under Recording No. 4283416, Records of King County, Washington.

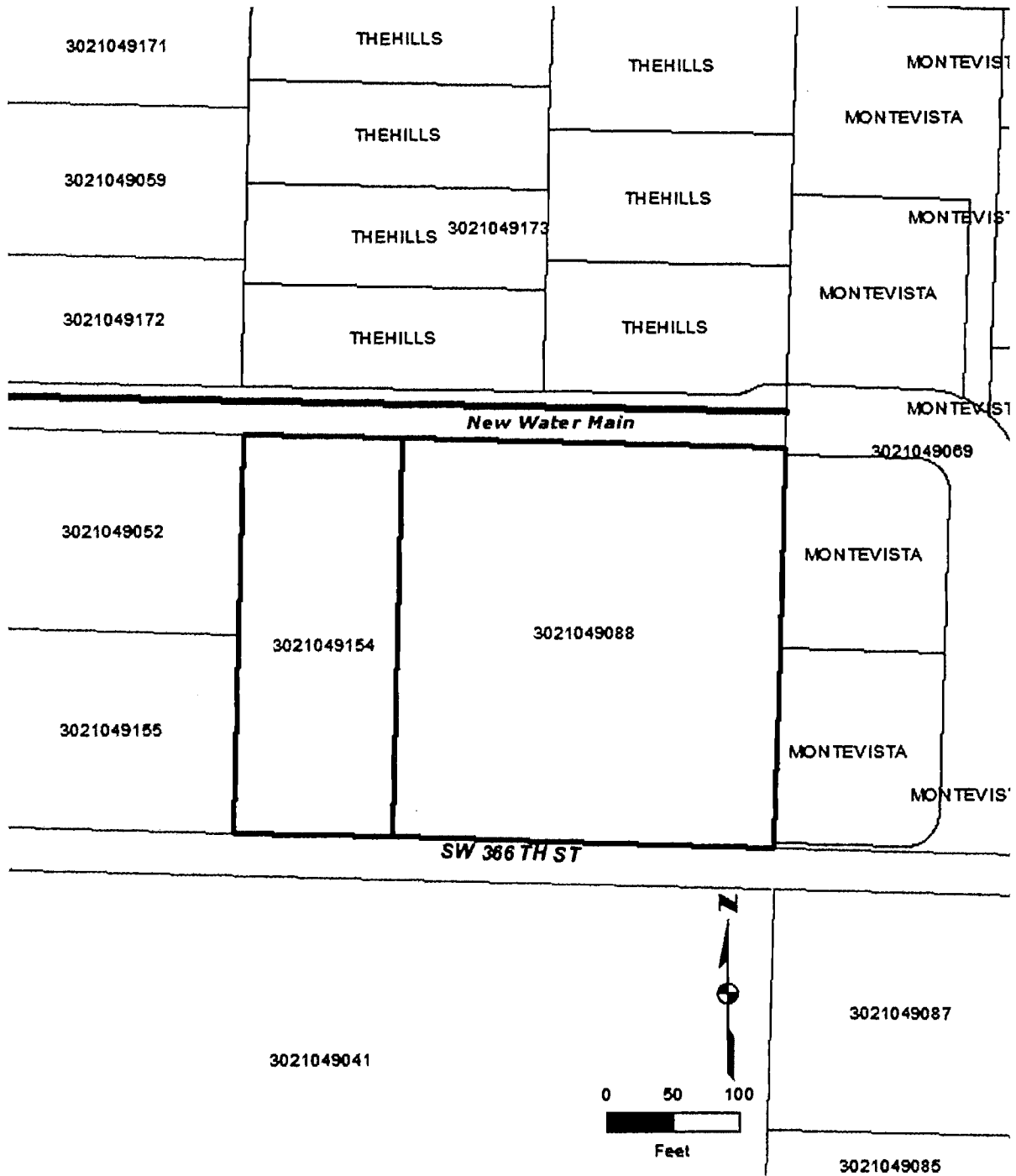
AND EXCEPT the east 290.4 feet thereof conveyed to Mary Kay Hedges, a widow, by Statutory Warranty Deed recorded under Recording No. 5243910, Records of King County, Washington;

TOGETHER WITH an easement for ingress and egress as reserved in instrument recorded under Recording Number 4283416, Records of King County, Washington.

(Also know as a portion of King County Short Plat Number 375029, recorded under Recording No. 7512180490, 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 **HARVEY G. HILLMON**, 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. **20210225002948**, 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. 2021-1359, 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. 2021-1359, 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.

Harvey G. Hillmon

LAKEHAVEN WATER & SEWER DISTRICT  
King County, Washington

[Signature]

[Signature]  
Development Engineering Supervisor

Date: 9/21/2022

Dated: 9-28-22

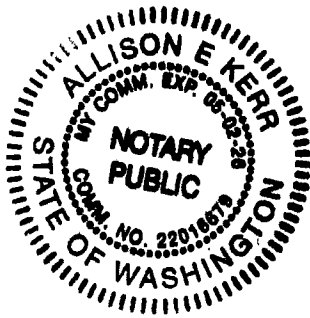
STATE OF Washington )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Harvey G. Hillmon 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 Developer of the District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9/21/22

[Signature]  
(Signature)  
Notary Public Allison E Kerr  
Title

My appointment expires 5/2/26



## EXHIBIT "A"

### LEGAL PROPERTY DESCRIPTIONS

**PARCEL NO. 9536601640:** LOT 6 AND THE NORTH 30 FEET OF LOT 7, TOGETHER WITH LOT 15 AND THE NORTH 30 FEET OF LOT 14, BLOCK 43, PLAT OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON, LESS COUNTY ROAD, SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL NO. 9536601670:** LOT 13 AND THE SOUTH 30 FEET OF LOT 14, PLAT OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON, LESS COUNTY ROAD, SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL NO. 9536601730:** LOT 4, EXCEPT THE NORTH 22 FEET, TOGETHER WITH THE NORTH 29 FEET OF LOT 5, BLOCK 44, PLAT OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON, SITUATE IN THE CITY OF DES MOINES, COUNTY OF KING, STATE OF WASHINGTON.

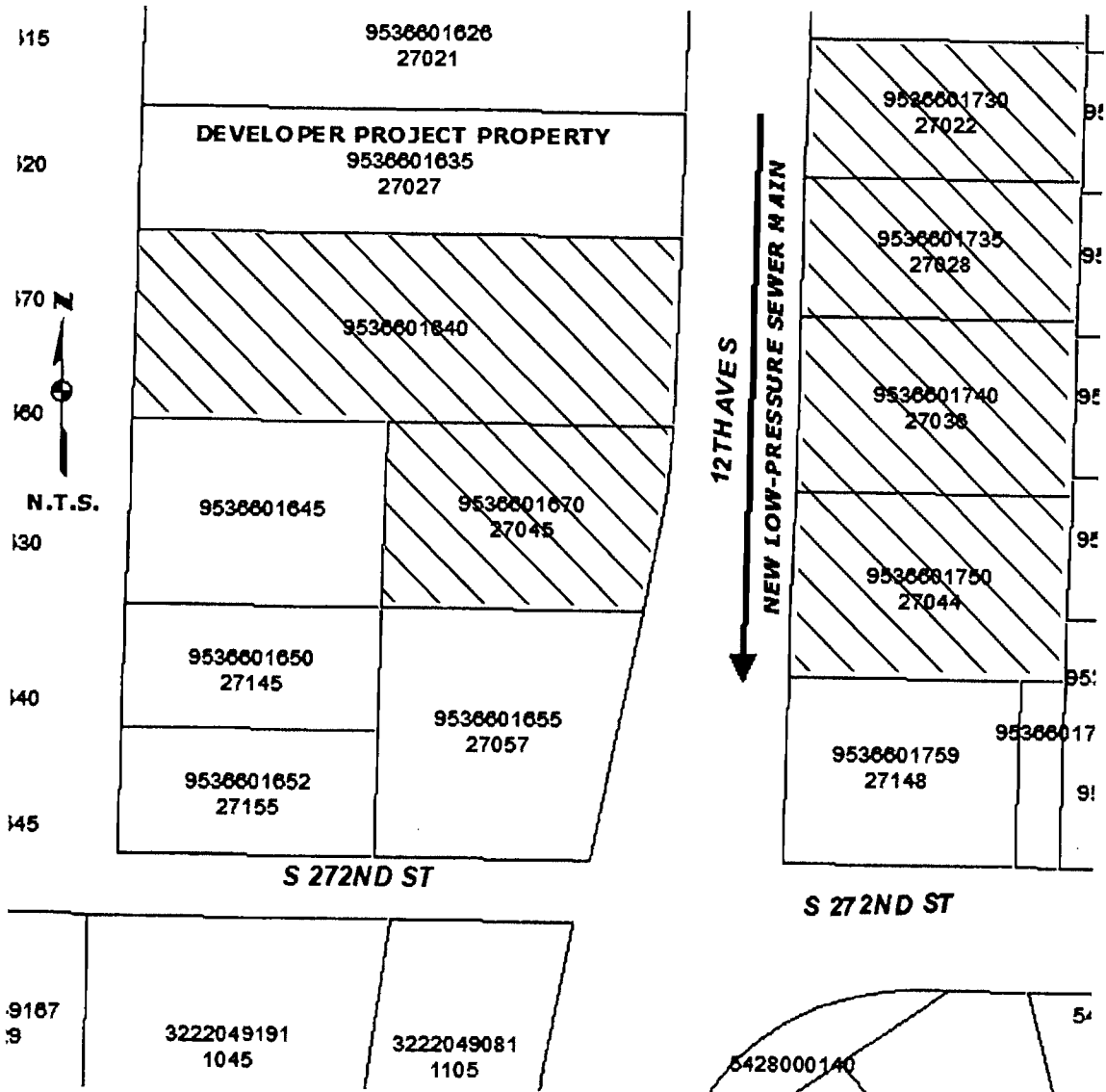
**PARCEL NO. 9536601735:** LOTS 5 AND 6, EXCEPT THE NORTH 29 FEET OF LOT 5 AND EXCEPT THE SOUTH 24 FEET OF LOT 6, BLOCK 44, PLAT OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON, LESS COUNTY ROAD, SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL NO. 9536601740:** THE SOUTH 24 FEET OF LOT 6 AND ALL OF LOT 7, BLOCK 44, PLAT OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON, LESS COUNTY ROAD, SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL NO. 9536601750:** LOT 8 AND THE NORTH HALF OF LOT 9, BLOCK 44, PLAT OF WOODMONT BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON, LESS COUNTY ROAD, SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "B"

PROPERTY DEPICTIONS



 = LATECOMER-ELIGIBLE PROPERTY