

RESOLUTION NO. 08-508

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO ENTER INTO A LATECOMERS AGREEMENT WITH BLACK DIAMOND DEVELOPMENT, LLC

WHEREAS, Black Diamond Development, LLC (the "Developer") has installed, at its own expense, improvements to the City's water system consisting of installation of a 12" waterline in 3<sup>rd</sup> Avenue (the "Improvements") from the southern boundary of parcel no. 1121069095 to the northern boundary of the Diamond Square property, parcel no. 1121069069; and

WHEREAS, pursuant to RCW 35.91.020, the Developer has requested that the City contract with it for reimbursement of a portion of the construction costs of the Improvements from properties that will benefit from the Improvements, to be paid to the City and remitted to the Developer at the time said properties connect to the city's water system; and

WHEREAS, the Council finds that parcels with frontage on 3<sup>rd</sup> Avenue where the Improvements are located will benefit from the increased fire flow capacity of the 12-inch water line, except for property zoned R-9600; and

WHEREAS, the Council finds that the front footage method as calculated in Exhibit E of the Latecomer's Agreement is a reasonable and fair method of calculating the pro-rata share of the costs of the Improvements; and

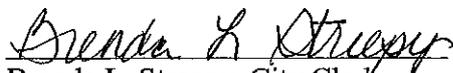
WHEREAS, the Council finds that the attached Latecomer's Agreement would benefit the City of Black Diamond and is in compliance with RCW 35.91; now therefore

BE IT RESOLVED that the Mayor is authorized and directed to enter into the Latecomers Agreement attached hereto, and directs that the Agreement be recorded with the King County recorder's office within 30 days from the date of this resolution.

ADOPTED by the City Council at an open public meeting held on the 2nd day of October, 2008.

  
Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

**After Recording Return To:**  
City of Black Diamond  
P.O. Box 599  
Black Diamond, WA 98010

**WATER SYSTEM IMPROVEMENT COST  
REIMBURSEMENT AGREEMENT**

Date & Parties. This Agreement is dated the 3rd date of October, 2008, and is entered into by and between the City of Black Diamond, a Municipal corporation of the State of Washington, hereinafter referred to as the "City," and Black Diamond Development Company, LLC a Washington limited liability company, hereinafter referred to as the "Developer."

**GENERAL RECITALS**

- A. The City owns and operates a municipal water system (the "System").
- B. The Developer made certain improvements to the System ("Improvements") in order to provide water service for the Developer's development known as Diamond Square.
- C. The Improvements consist of installation of a 12" waterline in 3<sup>rd</sup> Avenue from the southern boundary of parcel no. 1121069095 to the northern boundary of the Diamond Square property, parcel no. 1121069069. The location of the Improvements can be identified in Exhibit D attached hereto and by reference incorporated herein.
- D. The Developer, pursuant to RCW 35.91.020, may contract with the City for reimbursement of a portion of the construction costs of the Improvements from Benefited Non-Contributing Properties, as defined below, to be paid to the City and remitted to the Developer at the time said properties connect to the System.

E. The City Council, by Resolution No. 08-508, has authorized the Mayor to execute this Agreement.

THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties hereby agree as follows:

#### AGREEMENT

1. Cost of Construction. The cost of construction of the Improvements was Four Hundred Eighty Thousand Two Hundred Nineteen and 52/100 Dollars (\$480,219.52), including sales tax ("Cost of Construction"). An itemization of the Cost of Construction is set forth in Exhibit A attached hereto.
2. Benefited Contributing Properties. Those properties legally described in Exhibit B attached hereto, are owned by the Developer and are considered benefited contributing properties ("Benefited Contributing Properties") and thus will not be assessed reimbursement charges pursuant to the terms on this Agreement.
3. Benefited Non-Contributing Properties. The Benefited Non-Contributing Properties that are subject to reimbursement charges under this Agreement are set forth and legally described in Exhibit C attached hereto. A map of the Benefited Contributing Parties and Benefited Non-Contributing Parties is attached hereto as Exhibit D. The Benefited Non-Contributing Properties all have frontage on 3<sup>rd</sup> Avenue where the Improvements are located, and will benefit from the increased fire flow capacity of the 12-inch water line. Parcel No. 1121069085 is currently zoned R-9600, and shall be exempt from assessment under this Agreement so long as the zoning remains R-9600. The exemption shall be lifted upon any zoning change that increases the density or intensity of allowed uses.
4. Amount of Assessment. The amount of assessment against the Benefited Non-Contributing Properties that tap into or otherwise connect to the System after the date this Agreement is recorded shall be the amount set forth in Exhibit E. The first part of the assessment was calculated by multiplying the ratio of each parcel's frontage on 3<sup>rd</sup> Avenue where the new water line is located to the total length of such frontage of all Benefited Contributing and Noncontributing Properties, by 50% of the total Cost of Construction. The second part of the assessment was calculated by multiplying the ratio of each parcel's developable area to the total developable area of all Benefited Contributing and Noncontributing Properties, by 50% of the total Cost of Construction. The calculation of each assessment is set forth in Exhibit E. The total assessment per frontage foot is approximately \$51.12 and the total assessment per developable square foot is approximately \$0.07.
5. Administrative Costs. There shall be an administrative fee of ten percent (10%) of all Assessments collected by the City under this Agreement, charged to the Developer in order

to reimburse the City for its costs incurred in processing this Agreement and administering the terms thereof. The administrative fee shall be deducted from Assessments collected by the City prior to remittance to the Developer.

6. Collection and Reimbursement. The City shall collect, prior to allowing any Benefited Non-Contributing Property described in Exhibit C and D to connect to the System after the date of recording of this Agreement, in addition to all other applicable charges, the assessment amount set forth in Exhibit E, and shall remit the assessment amount, less the City's administrative fee, to the Developer or its designated successor within sixty (60) days after the receipt thereof.

7. Area Deduction. Prior to connecting to the System, the owner of a Benefited Non-Contributing Property may contest the developable area portion of the assessment on the basis that all or a portion of the property is not developable due to wetlands or other critical areas, by submitting a written notice to the City together with a wetland or critical areas report identifying the size and location of the undevelopable area, and a map of the undevelopable area prepared by a licensed surveyor. If the owner complies with the submission requirements, and establishes that a portion of the property is not developable under applicable laws and regulations, the City shall reduce the assessment for such property accordingly, and the City's costs of considering and processing the request, including attorneys fees, outside consultants fees, and staff time, shall be deducted from the assessment collected by the City prior to remittance to the Developer. Any reduction in assessment shall not change the assessment of other Benefited Non-Contributing Parties. If the owner contests the assessment but fails to establish that a portion of the property is not developable, the owner shall pay the City's costs of considering and processing the request, including attorneys fees, outside consultants fees, and staff time.

8. Termination of the Right to Reimbursement. The Developer's right to collect the sums to become due and owing under the terms of this Agreement shall terminate on the 18<sup>th</sup> of September, 2018, upon the Developer having been paid Three Hundred Ninety Nine Thousand Nine Hundred Thirty Eight and 88/100 Dollars (\$399,938.88), or upon the City having redesigned and reconstructed a part of the System so that the Improvements constructed by the Developer are rendered useless, whichever shall sooner occur.

9. Recording. The City Clerk shall record this Agreement with the King County Recorder's Office within 30 days from the date of this Agreement and may also record such other notices as are necessary to put owners of the Benefited Non-Contributing Properties on notice as to the assessments referred to herein.

10. Notices.

A. All notices to be sent to the Developer, including amounts collected under this Agreement, shall be sent to the Developer at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Developer shall provide the City with current name, address, and telephone number every two years. If the Developer fails to comply with the notification requirements of this section within sixty days of the specified time, and the City is unable to locate the Developer, then the City may retain any reimbursement funds owed to the Developer under this Agreement. Such funds must be deposited in the City's capital fund.

B. All notices to be sent to the City shall be sent to the City at the following address:

Public Works Director  
City of Black Diamond  
P.O. Box 599  
24301 Roberts Drive  
Black Diamond, WA 98010

11. Covenant Running With the Land. This Agreement shall be binding on the City and the Developer and their respective successors, grantees and assignees and shall also be binding on the owners of the Benefited Non-Contributing Properties, their heirs, successors, grantees and assigns. This Agreement shall constitute a covenant running with all of the Benefited Non-Contributing Properties and the Benefited Contributing Properties; provided, however, that the Developer, upon giving written notice to the City, may assign its rights and delegate its duties under this Agreement to any person. In the event of such assignment, the assignee shall have all of the rights, duties and obligations of the Developer under this Agreement.

12. Indemnification and Hold Harmless. The Developer shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

13. Severability. If any court or tribunal declares any provision of this Agreement to be invalid, the remaining provisions of this Agreement shall not be affected thereby. This Agreement, or any part hereof, if determined by law to be invalid, shall not waive any rights the

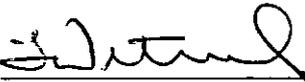
Developer has to reimbursement of the costs of construction of the Improvements to the extent provided for in this Agreement.

DATED as of the day and year first above written.

CITY

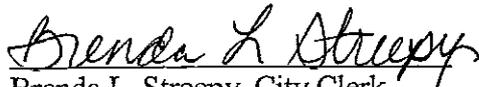
DEVELOPER:  
Black Diamond Development  
Company, LLC

By:   
Howard Botts, Mayor

By:   
Its: MANAGER

UNDER PROTEST  
SEE BDDC, LLC CORRESPONDENCE  
DATED 11-1-08 (ATTACHED)

Attest:

  
Brenda L. Streepy, City Clerk

STATE OF WASHINGTON )  
 )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Lee Wittenberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the managing member of Black Diamond Development Company, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/1/08.

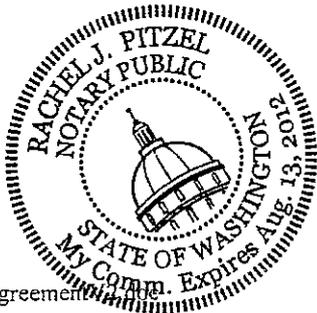


Alicen Ryser  
NOTARY PUBLIC  
Print Name: Alicen Ryser  
My appointment expires: 4/18/2012

STATE OF WASHINGTON )  
 )  
County of King ) ss.

I certify that I know or have satisfactory evidence that Howard Botts is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the mayor of the City of Black Diamond to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/8/2008.



Rachel Pitzel  
NOTARY PUBLIC  
Print Name: Rachel J. Pitzel  
My appointment expires: 8/13/2012

\\Docs\LatecomersAgreement

## Exhibit A

### Itemization of Construction Cost

Description	Dollar Amount	Sales Tax	Total
Base Contract	\$ 299,825.83	\$ 25,185.37	\$ 325,011.20
Pipe Deflection	\$ 4,000.00	\$ 336.00	\$ 4,336.00
95.21 Tons Structural Fill	\$ 1,142.52	\$ 95.97	\$ 1,238.49
Extra Brush Removal	\$ 1,200.00	\$ 100.80	\$ 1,300.80
10 Water Services	\$ 13,000.00	\$ 1,092.00	\$ 14,092.00
Add on site valves	\$ 2,000.00	\$ 168.00	\$ 2,168.00
Additional water @ Bakery	\$ 1,062.50	\$ 89.25	\$ 1,151.75
Water Service @ Auto Parts	\$ 1,285.00	\$ 107.10	\$ 1,392.10
Phone Ped @ Trailer Park	\$ 1,700.00	\$ 142.80	\$ 1,842.80
Unmarked/unknown 2" steel conduit	\$ 850.00	\$ 71.40	\$ 921.40
Additional depth asphalt patch	\$ 4,158.32	\$ 349.30	\$ 4,507.62
Final Hook up of 1.5" tap	\$ 2,198.38	\$ 184.66	\$ 2,383.04
<b>Total</b>	<b>\$ 332,422.55</b>	<b>\$ 27,922.65</b>	<b>\$ 360,345.20</b>

EXHIBIT B

Benefited Contributing Property  
Legal Description

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., LYING WEST OF THE WESTERLY RIGHT-OF-WAY MARGIN OF THE BLACK DIAMOND-RENTON ROAD (SR 169); SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION SUBDIVISION;  
THENCE NORTH ON THE WEST LINE THEREOF, A DISTANCE OF 341.53 FEET;  
THENCE EAST ON A LINE BEING AT RIGHT ANGLES TO SAID WEST LINE, A DISTANCE OF 757.62 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SAID BLACK DIAMOND-RENTON ROAD (SR 169);  
THENCE SOUTH 17° 32' 50" EAST ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 358.19 FEET TO THE INTERSECTION OF SAID LINE WITH THE SOUTH LINE OF SAID SECTION SUBDIVISION;  
THENCE WEST ON SAID SOUTH LINE A DISTANCE OF 865.61 FEET TO SAID POINT OF BEGINNING.

SITUATE IN THE CITY OF BLACK DIAMOND, COUNTY OF KING, STATE OF WASHINGTON.

The Property or its address is commonly known as: 30711 3RD AVENUE, BLACK DIAMOND, WA 98010. The Property tax Identification number is: 112106.9069.

Parcel No. 112106 9008:

- (a). The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of Section 11, Township 21 North, Range 6 east, W.M., in King County, Washington; EXCEPT portion in Primary State Highway No. 5; and
- (b). That portion of the south half (S $\frac{1}{2}$ ) of Section 11, Township 21 North, Range 6 east, W.M., in King County, Washington, more particularly described as follows: Beginning at a point of intersection of the north line of the southwest quarter of above named Section 11, and the westerly line of Primary State Highway No. 5; thence south 85°54'35" west along said north line of said southwest quarter of Section 11, a distance of 418.35 feet; thence south 17°08' east a distance of 285.67 feet; thence north 72°52' east 400 feet more or less, to the westerly line of said primary State Highway No. 5; thence north 17°08' west along said westerly line of aforesaid Primary State Highway No. 5 to the point of beginning.

This Deed is executed and delivered in compliance with the terms and provisions of a certain Property Settlement Agreement of even date herewith, whereby and wherein the Grantor and Grantees herein, have settled and distributed between themselves all of their property, both real and personal.

Parcel No. 112106 9031:

Beginning at center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, which point is an iron pin in the ground on East side of State Highway No. 169, and described as follows:

Thence South 80°24'00" West, a distance of 53.1 feet, more or less, to Westerly margin of State Highway No. 169, which point is 30 feet from center of said highway, is the Southeast corner of Tract "C" and also the true point of beginning;

Thence South 72°29'30" West, a distance of 400.00 feet, to Southwest corner of said tract;

Thence North 17°30'30" West, a distance of 200.00 feet to the Northwest corner of tract;

Thence North 72°29'30" East, a distance of 400 feet, more or less, to Westerly margin of Highway No. 169, and 30 feet from center of highway;

Thence South 17°30'30" East along the Westerly margin of State Highway No. 169, parallel to and 30 feet from center line for a distance of 200 feet, more or less, to the true point of beginning;

EXCEPT all coal and minerals and the right to explore for and mine the same as excluded in deeds recorded under Auditor's File No.'s 299084, 3337857 and 3852582;

Situate in the City of Black Diamond, County of King, State of Washington.

Parcel No. 112106 9053:

That portion of the South half of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the point of intersection of North line of the Southwest quarter of said Section 11 and the Westerly line of Primary State Highway No. 5;  
thence South  $89^{\circ}54'39''$  West along said North line 418.35 feet;  
thence South  $17^{\circ}08'00''$  East, a distance of 285.67 feet to the True Point of Beginning;  
thence North  $72^{\circ}52'00''$  East 400 feet, more or less, to the Westerly line of said Primary State Highway No. 5;  
thence North  $17^{\circ}08'00''$  West along said Westerly line of Primary State Highway No. 5, 151 feet to a point which bears South  $80^{\circ}24'00''$  West from the center of said Section;  
thence South  $72^{\circ}52'00''$  West 400 feet more or less to a point North  $17^{\circ}08'00''$  West from the True Point of Beginning;  
thence South  $17^{\circ}08'00''$  East to the True Point of Beginning.

**SUBJECT TO:**

~~Easement recorded under recording number 5707885.~~

Easement recorded under recording number 1726627.

Easement recorded under recording number 1629726.

Reservation recorded under recording number 299084.

Exceptions and Reservations recorded under recording number 3337857.

Exceptions and Reservations recorded under recording number 3852382.

Parcel No. 112106 9041:

That portion of the South half of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, more particularly described as follows:

Beginning at the point of intersection of the North line of the Southwest quarter of the above-named Section 11 and the Westerly line of Primary State Highway No. 5;  
THENCE South  $89^{\circ}54'35''$  West along said North Line of said Southwest Quarter of Section 11, a distance of 418.35 feet;  
THENCE South  $17^{\circ}08'$  East a distance of 285.67 feet to the True Point of Beginning;  
THENCE continuing South  $17^{\circ}08'$  East a distance of 200 feet;  
THENCE North  $72^{\circ}52'$  East 400 feet, more or less, to the Westerly line of said Primary State Highway No. 5;  
THENCE North  $17^{\circ}08'$  West along said Westerly Line 200 feet;  
THENCE South  $72^{\circ}52'$  West 400 feet, more or less, to the Point of Beginning.

SITUATE in the County of King, State of Washington.

Parcel No. 112106 9032:

That portion of the south half of Section 11, Township 21 North, Range 6 East, W.M., described as follows:

Beginning at a point of intersection of the north line of the southwest quarter of said Section 11 and the westerly line of Primary State Highway No. 5, thence south  $17^{\circ}8'$  east along said westerly line 363.12 feet to the true point of beginning; thence continuing south  $17^{\circ}8'$  east 120 feet; thence south  $72^{\circ}52'$  west 400 feet; thence north  $17^{\circ}8'$  west 120 feet; thence north  $72^{\circ}52'$  east 400 feet more or less to the true point of beginning.  
EXCEPT all coal and minerals and the right to explore for and mine the same, as excluded in Deed recorded under Recording No's. 299084 and 3852584.

Parcel No. 112106 9034:

Lot 1 of Black Diamond Short Plat Number 081-2-85, recorded under recording number 8504119001, being a subdivision of that portion of the S. 1/2 of Section 11, Twp. 21 N., Range 6 E. W.M., in King County, Washington, more particularly described as follows:

Beginning at the intersection of the N. line of the S.W. 1/4 of said section with the westerly boundary of primary State Highway No. 5 and running S. 17 degrees 08' E., a distance of 483.122 feet to the point of beginning;

Thence S. 17 degrees 08' East, a distance of 200 feet; thence S. 72 degrees 52' W., a distance of 400 feet; thence N. 17 degrees 08' W., a distance of 200 feet; and thence N. 72 degrees 52' E., a distance of 400 feet to the true point of beginning.

Parcel No. 112106 9095:

Lot 2, Black Diamond Short Plat No. 081-2-85 recorded under King County Recorder's File No. 8504119001, being a subdivision of that portion of the South Half of Section 11, Twp. 21 N. Range 6 E.W.M. more particularly described as follows:

Beginning at the intersection of the North Line of the S.W. 1/4 of said Section 11, with the westerly boundary of primary State Highway 5, and running thence South 17' 08' East a distance of 483.12 feet to the Point of Beginning; Thence South 17' 08' East a distance of 200 feet; Thence South 72' 52' West a distance of 400 feet; Thence North 17' 08' West a distance of 200 feet; Thence North 72' 52' East a distance of 400 feet; to the True Point of Beginning, TOGETHER WITH One 1983 56/14 Liberty Mobile Home attached thereto.

Parcel No. 112106 9050:

THE SOUTH 408.08 FEET OF THE NORTH 795.00 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING BETWEEN PRIMARY STATE HIGHWAY NO. 5, RENTON TO BLACK DIAMOND BRANCH, AS CONVEYED TO KING COUNTY BY KING COUNTY RECORDING NUMBER 1107064 AND BLACK DIAMOND-RAVENSDALE HIGHWAY, KING COUNTY SURVEY NO. 391 AS ESTABLISHED.

Parcel No. 112106 9028:

The South 287 feet of the North 387 feet of that portion of the Southeast quarter of Section 11, Township 21 North, Range 6 East, W.M., lying between Primary State Highway No. 5 and Black Diamond-Ravensdale Highway, County Survey No. 391, in King County, Washington

Parcel No. 112106 9047:

Real property in the County of King, State of Washington, described as follows:

That portion of the West half of the Southeast quarter in Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, lying between Primary State Highway No. 5 and County Road Survey No. 391, as established in King County Superior Court Cause No. 16966 and northerly of a line which is 100 feet South of and parallel with the North line of said Southeast quarter; and the South 254 feet in width of the Southwest quarter of the Northeast quarter of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, lying West of County Road No. 391, as established in King County Superior Court Cause No. 16956 (Ravensdale Road), Except that portion thereof lying within State Highway No. 5; and that portion of the South 254 feet of the Southeast quarter of the Northwest quarter of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, lying East of State Highway No. 5; Except that portion lying northerly of the following described line: Beginning at an iron pin in the center of Section 11; thence North 00°07'54" West along the subdivision line 253.40 feet to the true point of beginning of said line; thence South 76°23'50" West 50.68 feet to the easterly margin of State Highway No. 5.

Tax Parcel Number: 1121069047

Parcel No. 112106 9046:

PARCEL A

The south 854 00 feet of the southwest quarter of the northeast quarter of Section 11, Township 21 north, Range 6 east, W M , in King County, Washington  
Lying westerly of the westerly right of way line of Black Diamond-Ravensdale Road (County Road No 391),  
EXCEPT the south 254 00 feet thereof

PARCEL B

The west 600.00 feet of the south 330 00 feet of the northwest quarter of the northeast quarter of Section 11, Township 21 north, range 6 east, W M , in King County, Washington

PARCEL C

The west 600 00 feet of the southwest quarter of the northeast quarter of Section 11, Township 21 north, range 6 east, W M , in King County, Washington  
EXCEPT the south 854 00 feet thereof.

PARCEL D

That portion of the northwest quarter of Section 11, Township 21 north, Range 6 east, W M , in King County, Washington, described as follows

Beginning at an iron pin in the center of said Section 11,  
thence north  $0^{\circ}07'54''$  west, along the subdivision line of a distance of 253 40 feet to the TRUE POINT OF BEGINNING,  
thence south  $76^{\circ}23'50''$  west for a distance of 50 68 feet to a point which is at right angles to State Highway No 5 centerline, and lies 50 00 feet from said centerline;  
thence  $17^{\circ}32'50''$  west along said state highway right of way, 50 00 feet from center and parallel to centerline for a distance of 30 07 feet,  
thence north  $76^{\circ}23'50''$  east, for a distance of 59.95 feet, more or less, to intersect the north-south subdivision line of said Section 11,  
thence south  $0^{\circ}07'54''$  east, along said north-south subdivision line, for a distance of 30 85 feet, more or less, to the TRUE POINT OF BEGINNING.

EXCEPT portion lying within said state highway, if any.

EXCEPTING from Parcels A, B, C, and D, any Mobile/Manufactured Home(s) located thereon

Parcel No. 112106 9091:

THAT PORTION OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS.

BEGINNING AT AN IRON PIN IN THE CENTER OF SAID SECTION 11,

THENCE NORTH 00°07'54" WEST ALONG THE EAST LINE THEREOF 284.25 FEET TO THE TRUE POINT OF BEGINNING,

THENCE NORTH 00°07'54" WEST 343.45 FEET,

THENCE SOUTH 89°52'20" WEST 170.16 FEET TO THE MARGIN OF THE RIGHT-OF-WAY OF STATE HIGHWAY NO. 169,

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO A POINT WHICH BEARS SOUTH 76°23'50" WEST FROM THE TRUE POINT OF BEGINNING,

THENCE NORTH 76°23'50" EAST TO THE TRUE POINT OF BEGINNING,

EXCEPT THEREFROM THAT PORTION CONTAINED IN THE DEED TO THE STATE OF WASHINGTON RECORDED AUGUST 2, 1936 UNDER RECORDING NO. 3006216,

SITUATE IN THE CITY OF BLACK DIAMOND, COUNTY OF KING, STATE OF WASHINGTON.

Parcel No. 112106 9064:

The land referred to in this commitment is situated in the county of King, state of Washington, and described as follows:

That portion of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, and which point is an iron pin in the ground;

thence north 0°07'40" west along the subdivision line and the center of section, a distance of 627.70 feet, and TRUE POINT OF BEGINNING;

thence south 89°52'20" west a distance of 170.16 feet to right-of-way of State Highway #169, and 50 feet from center when measured at right angles;

thence north 17°32'50" west along right-of-way parallel to center and 50 feet therefrom a distance of 104.81 feet;

thence north 89°52'20" east a distance of 201.69 feet to intersect the north-south center line of said section;

thence south 0°07'40" east along the said center line of Section 11, a distance of 100.00 feet and TRUE POINT OF BEGINNING.

Parcel No. 112106 9065:

THAT PORTION OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6, EAST, W.M., DESCRIBED AS:

BEGINNING AT THE CENTER OF SAID SECTION, WHICH IS AN IRON PIN IN THE GROUND;  
THENCE NORTH  $00^{\circ}07'40''$  WEST ALONG THE SUBDIVISION LINE AND THE CENTER OF SECTION,  
A DISTANCE OF 727.70 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH  $89^{\circ}52'20''$  WEST FOR A DISTANCE OF 201.69 FEET TO THE RIGHT-OF-WAY OF  
STATE HIGHWAY #169 (BLACK DIAMOND-RENTON ROAD) AND 50 FEET FROM CENTER, WHEN  
MEASURED AT RIGHT ANGLES;  
THENCE NORTH  $17^{\circ}32'50''$  WEST, ALONG THE RIGHT-OF-WAY, PARALLEL WITH CENTER AND 50  
FEET THERE FROM, A DISTANCE OF 104.81 FEET;  
THENCE NORTH  $89^{\circ}52'20''$  EAST FOR A DISTANCE OF 233.06 FEET TO INTERSECT THE  
NORTH/SOUTH CENTER LINE OF SAID SECTION;  
THENCE SOUTH  $00^{\circ}07'40''$  EAST, ALONG THE SAID CENTER LINE OF SECTION 11, A DISTANCE OF  
100.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF BLACK DIAMOND, COUNTY OF KING, STATE OF WASHINGTON.

Parcel No. 112106 9066:

AN INDIVIDUAL ONE HALF INTEREST IN THE FOLLOWING:

A PARCEL OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING  
COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT CENTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,  
IN KING COUNTY, WASHINGTON, AND WHICH POINT IS AN IRON PIN IN GROUND;  
THENCE NORTH  $0^{\circ}07'40''$  WEST ALONG SUBDIVISION LINE AND CENTER OF A SECTION,  
A DISTANCE OF 827.70 FEET AND THE TRUE POINT OF BEGINNING;  
THENCE SOUTH  $89^{\circ}52'20''$  WEST FOR A DISTANCE OF 233.06 FEET TO RIGHT OF WAY  
OF STATE OF HIGHWAY NUMBER 169 AND 50 FEET FROM CENTER WHEN MEASURED AT  
RIGHT ANGLES;  
THENCE NORTH  $17^{\circ}32'50''$  WEST, ALONG THE RIGHT OF WAY, PARALLEL TO CENTER AND  
50 FEET THEREFROM, A DISTANCE OF 104.81 FEET;  
THENCE NORTH  $89^{\circ}52'20''$  EAST FOR A DISTANCE OF 264.43 FEET TO INTERSECT THE  
NORTH-SOUTH CENTERLINE OF SAID SECTION;  
THENCE SOUTH  $0^{\circ}07'40''$  EAST ALONG THE SAID CENTERLINE OF SECTION 11, A  
DISTANCE OF 100.00 FEET AND THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Parcel No. 112106 9062:

DESCRIPTION:

That portion of Section 11, Township 21 North, Range 6 East W.M., described as follows:

Beginning at the center of said section, which point is an iron pin on the ground;  
thence North  $00^{\circ}07'40''$  West along the subdivision line, a distance of 927.70 feet to the true point of beginning;  
thence South  $89^{\circ}52'20''$  West for a distance of 264.43 feet to right-of-way of State Highway, said point being 50 feet from center of said right-of-way, as measured at right angles;  
thence North  $17^{\circ}32'50''$  West, a distance of 104.81 feet along highway right-of-way and parallel to said highway center;  
thence North  $89^{\circ}52'20''$  East, a distance of 295.81 feet to the subdivision line;  
thence South  $00^{\circ}07'40''$  East, a distance of 100.00 feet and to the true point of beginning;

Situate in the City of Black Diamond, County of King, State of Washington.

Parcel No. 112106 9067:

The South 80 feet as measured along the east line of Parcel C, Parcel C being a parcel in Section 11, Township 21 North, Range 6 East, W.M. in King County, Washington, described as follows:

Beginning at the center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, which point is an iron pin in the ground;  
thence north  $0^{\circ}07'40''$  west along the subdivision line a distance of 1,027.70 feet and the TRUE POINT OF BEGINNING;  
thence south  $89^{\circ}52'20''$  west for a distance of 295.81 feet to the right-of-way of State Highway and 50 feet from the center as measured at right angles to said Highway;  
thence north  $17^{\circ}32'50''$  west along the right-of-way and parallel to said highway a distance of 99.38 feet;  
thence north  $88^{\circ}57'45''$  east a distance of 325.60 feet to a point on the subdivision line;  
thence south  $00^{\circ}07'40''$  east, a distance of 100.00 feet and to the TRUE POINT OF BEGINNING.

Parcel No. 112106 9054:

The North 20 feet of Parcel C: PARCEL C: Being a parcel in Section 11, Township 21 North, Range 6, East, W.M., in King County, Washington described as follows: Beginning at the center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, which point is an iron pin in the ground; thence North  $0^{\circ}07'40''$  West along the subdivision line a distance of 1027.70 feet and the true point of beginning; thence South  $89^{\circ}52'20''$  West for a distance of 295.81 feet to the right-of-way of State Highway and 50 feet from center as measured at right angles to said Highway; thence North  $17^{\circ}32'50''$  West along the right-of-way and parallel to said Highway a distance of 99.38 feet; thence North  $88^{\circ}57'45''$  East a distance of 325.60 feet to a point on the subdivision line; thence South  $0^{\circ}07'40''$  East, a distance of 100.00 feet and to the true point of beginning;  
TOGETHER WITH ALL OF Parcel D: Parcel D: Being a parcel in Section 11, Township 21 North, Range 6 East, W.M., King County, and described as follows: Beginning at the center of Section 11, Township 21 North, Range 6 East, W.M., which point is an iron pin in the ground; thence North  $0^{\circ}07'40''$  West for a distance of 1027.70 feet along the subdivision line to the true point of beginning; thence South  $88^{\circ}57'45''$  East for a distance of 325.60 feet to the right-of-way of State Highway and 50 feet from center line when measured at right angles to Highway; thence North  $17^{\circ}32'50''$  West along the Highway right-of-way for a distance of 102.28 feet and 50 feet from said highway centerline; thence North  $88^{\circ}57'45''$  East for a distance of 356.82 feet to a point on the subdivision line; thence South  $0^{\circ}07'40''$  East for a distance of 100.00 feet and the true point of beginning;  
Situate in the Town of Black Diamond, County of King, State of Washington.

Parcel No. 112106 9070:

A parcel in Section 11, Township 21 North, Range 6 EWM, and described as follows: Beginning at the center of Sec. 11, Twp. 21 N, R 6 EWM, which point is marked by an iron stake in the ground; th. N  $0^{\circ}07'40''$  W a distance of 1327.70' to an iron pin and the true pt. of beg., which point is on a subdivision line; th. S  $89^{\circ}45'57''$  W a distance of 389.71' to the Ely right-of-way line of St. Hwy. No. 5, being 50' from center line of said Hwy; th. S  $17^{\circ}32'50''$  E along said Ely right-of-way line a distance of 110.00'; th. N  $88^{\circ}57'45''$  E a distance of 356.82' to the above mentioned line; th. N  $0^{\circ}07'40''$  W a distance of 100.00' to the true pt. of beginning. SUBJECT to matters of record, if any.

Parcel No. 112106 9052:

The land referred to in this commitment is situated in the county of King, state of Washington, and described as follows:

That portion of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the center of Section 11, Township 21 North, Range 6 East, W.M., in King County, Washington, which point is an iron pin in the ground;  
thence north  $0^{\circ}07'40''$  west for 1,327.70 feet along the subdivision line to an iron pin of the said subdivision and a 1/16th corner;  
thence south  $89^{\circ}45'57''$  west along the line for a distance of 200.00 feet, a point on the said subdivision and the TRUE POINT OF BEGINNING;  
thence continuing on the same course south  $89^{\circ}45'57''$  west for 189.71 feet to a point on the easterly right-of-way of Secondary State Highway Number 169 and 50 feet easterly, as measured at right angles from the center of said Secondary State Highway Number 169;  
thence south  $17^{\circ}32'50''$  east along the easterly right-of-way of the said Secondary State Highway Number 169, parallel and 50 feet from centerline for a distance of 78.71 feet to a point on the said right-of-way;  
thence north  $88^{\circ}57'40''$  east of 166.20 feet;  
thence north  $0^{\circ}07'40''$  west for a distance of 72.81 feet and the TRUE POINT OF BEGINNING.

Parcel No. 112106 9030:

S 5 ACS OF NE 1/4 OF NW 1/4 LY E OF BLACK DIAMOND RD LESS C/M RGTS & LESS N 282.48 FT MEAS ALG E LN

Parcel No. 112106 9060:

THE SOUTH 94.16 FEET OF THE NORTH 282.48 FEET, AS MEASURED ALONG THE EAST LINE OF THE SOUTH 5 ACRES OF THAT PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST W.M., LYING EASTERLY OF PRIMARY STATE HIGHWAY NO. 5;  
SITUATE IN THE CITY OF BLACK DIAMOND, COUNTY OF KING, STATE OF WASHINGTON (Parcel No. 112106-9060)

# Exhibit D

## Diamond Square Latecomer Agreement

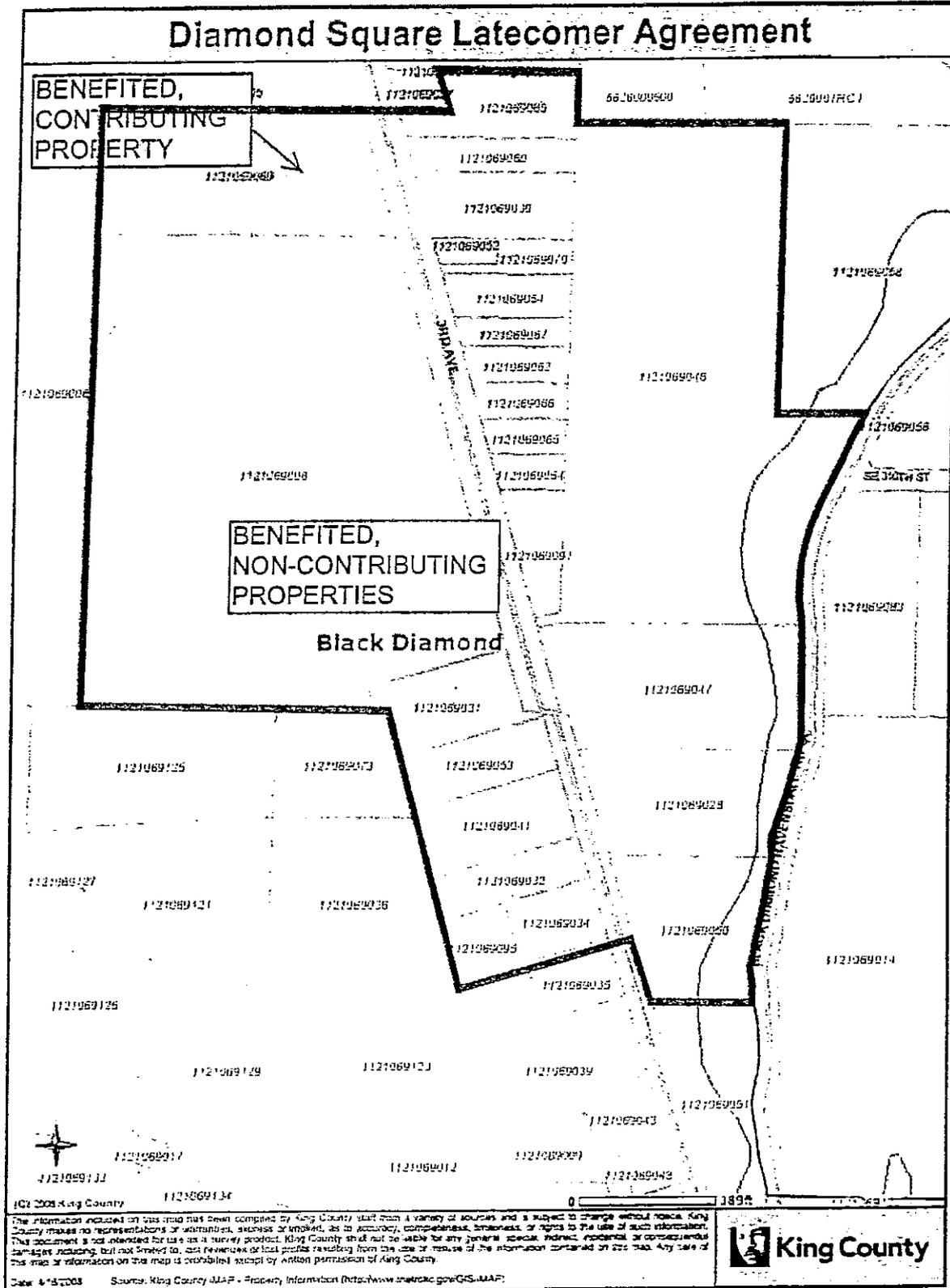


Exhibit E

**DIAMOND SQUARE LA TECOMER AGREEMENT**

**BASIC PARCEL INFORMATION**

PARCEL #	Area (SQ FT)	Existing Meter Size	Zoning (per 1981 Zoning Map)
112106 9069	277,041		Light Industrial / Commercial
112106 9008	1,363,863	n/a	Light Industrial / Commercial
112106 9031	80,150	3/4"	Community Commercial
112106 9053	60,548	n/a	Community Commercial
112106 9041	80,150	3/4"	Community Commercial
112106 9032	47,916	3/4"	Community Commercial
112106 9034	44,866	3/4"	Community Commercial
112106 9095	35,000	n/a	Community Commercial
112106 9050 *	157,251	n/a	Community Commercial
112106 9028	164,221	n/a	Community Commercial
112106 9047	242,193	3/4"	Community Commercial
112106 9046	919,987	4"	High Density Residential
112106 9091	43,995	n/a	Community Commercial
112106 9064	18,731	n/a	Community Commercial
112106 9065	21,780	n/a	Community Commercial
112106 9066	24,829	3/4"	Community Commercial
112106 9062	27,878	1	Community Commercial
112106 9067	24,829	3/4"	Community Commercial
112106 9054	40,946	3/4"	Community Commercial
112106 9070	23,900	3/4"	Community Commercial
112106 9052	13,503	3/4"	Community Commercial
112106 9030	71,438	3/4"	Community Commercial
112106 9060	46,174	n/a	Community Commercial
112106 9085	83,328	3/4"	Low Density Residential (EXEMPT)
<b>TOTAL</b>	<b>3,914,517</b>		

Fairdig Construction  
 PACE Engineers  
 Barghausen Consulting Engineers (Staking)

\* Note the applicable front footage for parcel 1121069050 is 252 feet. This is not the entire length of the parcel frontage along 3rd Avenue, but rather the footage along the frontage of the new waterline improvements.

\*\* Note that parcel areas are taken from King County Assessor's information. Adjusted lot areas to reflect 50' stream buffer and/or property depth are based off of measurements using GIS data and are for calculation purposes only.

**CALCULATED BENEFIT**  
**BASED ON 50% FRONT FOOTAGE + 50% DEVELOPABLE AREA (50' BUFFER FROM STREAM)**

Applicable Front Footage (LF)	% of Front Footage	50% Front Footage Benefit	Developable Area (SF)	% of Developable Area	50% Area Benefit	Total Calculated Benefit
341	7.26%	\$17,430.52	277,041	7.67%	\$ 18,412.47	\$35,842.99
1125	23.95%	\$57,505.38	1,363,863	37.75%	\$ 90,643.95	\$148,149.33
212.05	4.51%	\$10,839.13	80,150	2.22%	\$ 5,326.86	\$16,165.99
151	3.21%	\$7,718.50	60,548	1.69%	\$ 4,024.09	\$11,742.59
200	4.26%	\$10,223.18	80,150	2.22%	\$ 5,326.86	\$15,550.04
120	2.55%	\$6,133.91	47,916	1.33%	\$ 3,184.55	\$9,318.46
180	3.83%	\$9,200.86	44,866	1.24%	\$ 2,961.85	\$12,162.71
20	0.43%	\$1,022.32	35,000	0.97%	\$ 2,326.14	\$3,348.46
252	5.36%	\$12,881.21	82,329	2.28%	\$ 5,471.68	\$18,352.89
302	6.43%	\$15,437.00	124,711	3.45%	\$ 8,288.44	\$23,725.44
332	7.07%	\$16,970.48	195,147	5.42%	\$ 13,009.58	\$29,980.05
30.07	0.64%	\$1,537.05	779,130	21.57%	\$ 51,781.90	\$53,318.95
350	7.45%	\$17,890.56	43,995	1.22%	\$ 2,923.96	\$20,814.52
104.81	2.23%	\$5,357.46	18,731	0.52%	\$ 1,244.88	\$6,602.34
104.81	2.23%	\$5,357.46	21,780	0.60%	\$ 1,447.52	\$6,804.98
104.81	2.23%	\$5,357.46	24,829	0.69%	\$ 1,650.16	\$7,007.62
104.81	2.23%	\$5,357.46	27,878	0.77%	\$ 1,852.80	\$7,210.26
86	1.83%	\$4,395.97	24,829	0.69%	\$ 1,650.16	\$6,046.13
126	2.68%	\$6,440.80	40,946	1.13%	\$ 2,721.32	\$9,161.92
31.29	0.67%	\$1,599.42	23,900	0.66%	\$ 1,588.42	\$3,187.84
78.71	1.68%	\$4,023.33	13,503	0.37%	\$ 897.43	\$4,920.76
185	3.94%	\$9,456.44	71,438	1.98%	\$ 4,747.85	\$14,204.29
91	1.94%	\$4,651.55	46,174	1.28%	\$ 3,068.78	\$7,720.33
65	1.38%	\$3,322.53	83,328	2.31%	\$ 5,538.08	\$8,860.61
<b>4697.36</b>	<b>100.00%</b>	<b>\$240,109.76</b>	<b>3,612,782</b>	<b>100.00%</b>	<b>\$ 240,109.76</b>	<b>\$480,219.52</b>

**Cost per Front Foot**  
 \$61.12

**Eligible Costs**

\$360,345.20
\$118,078.00
\$1,796.32
\$480,219.52