

RESOLUTION R -3500

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY, THAT CERTAIN RCW CHAPTER 35.91 SEWER FACILITIES AGREEMENT BETWEEN THE CITY OF KIRKLAND AND HERITAGE TRAILS PARTNERSHIP.

Whereas, RCW Chapter 35.91 authorizes the City to enter into a sewer facilities agreement, with a private developer for construction of sewer facilities at the expense of such developer, and

Whereas, an RCW Chapter 35.91 facilities agreement may provide for such developer to be reimbursed for that portion of the cost of facilities construction which benefit property owned by other persons, at such time as the benefited property connects into the sewer facility, and

Whereas, Heritage Trails partnership, as developer, has proposed such a contract with the City of Kirkland, under which said developer will construct and turn over to the City of Kirkland, the sewer facility described in Exhibit 1 to said contract, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The RCW Chapter 35.91 sewer facilities agreement, including reimbursement provisions proposed by Heritage Trails partnership, is hereby approved.

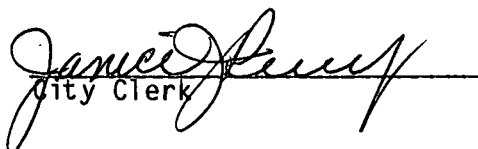
Section 2. The City Manager for the City of Kirkland is hereby authorized to sign on behalf of the City of Kirkland, that certain RCW Chapter 35.91 sewer facilities agreement between the City of Kirkland and Heritage Trails partnership, as set forth in Exhibit A to the original of this Resolution, and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 3rd day of January, 1989.

Signed in authentication thereof this 3rd day of January, 1989.


MAYOR

ATTEST:


City Clerk

CITY OF KIRKLAND SEWER FACILITIES AGREEMENT
PURSUANT TO CHAPTER 35.91 REVISED CODE OF WASHINGTON

THIS AGREEMENT made and entered into this day, pursuant to RCW Chapter 35.91, between the City of Kirkland, a noncharter optional code city, hereinafter referred to as "City" and Heritage Trails Partnership hereinafter referred to as "Developer":

WITNESSETH:

Section 1. Developer does hereby agree to construct, at its sole expense, the SEWER FACILITY described in EXHIBIT 1, attached hereto and by this reference incorporated herein, all in accordance with the specifications and standards of the City of Kirkland pertaining to sewer construction and installation.

Section 2. Upon completion of said sewer facility to the satisfaction of the Kirkland Director of Public Works, and acceptance thereof by the City of Kirkland, said facility shall become the property of the City of Kirkland and a part of its sewer system with full power of the City of Kirkland to charge for its use such sewer connection and service rates and charges as the City of Kirkland may be authorized by law to establish, and all further maintenance operation costs of said facility shall be borne by the City of Kirkland.

Section 3. The BENEFIT AREA to be served by said facility is described and designated on EXHIBIT 2, attached to this agreement and by this reference incorporated herein. Said exhibit designates the REAL PROPERTY OWNED BY DEVELOPER as specifically described in EXHIBIT 3, attached hereto, which shall not be subject to the provisions of paragraph 5 of this agreement. The balance of the service area is designated on EXHIBIT 2 shall be subject to the provisions of Section 4 of this agreement and to the payment of a fair prorata share of the cost of construction of said facility.

Section 4. Any owner of any real property located within the benefit area (other than those properties designated in EXHIBIT 3 as Developer's properties) who shall hereafter tap into or use said sewer facility (including not only connecting directly into, but also to users connecting laterals or branches connected thereto) shall, prior to such tap in or use, pay to the City of Kirkland, in addition to any connection or other charge required by the ordinances of the City of Kirkland to be paid upon connecting to a sewer facility, their fair prorata share of the cost of construction of said facility.

Section 5. For the purposes of determining such "fair prorata share," the cost of construction of said facility shall be considered to be \$ 230,000.00, provided, however, the City

Sewer Facilities Agreement
Page 2

may adjust said cost to reflect the true and final cost of construction of said facility. The "FAIR PRORATA SHARE" of the cost of construction is designated on EXHIBIT 3, and is hereby approved by the City of Kirkland.

Section 6. Within sixty (60) days after receipt by the City of any "fair prorata share," the City shall disburse said sum, less fifteen (15) percent thereof to be retained by the City of Kirkland to cover costs of administering the provisions of this agreement, to Developers at Chiyoda International Corporation, 111 Queen Anne Avenue, North, Suite 300, Seattle, WA 98109 until such time as Developers shall have received the total sum of \$87,712.46, or the expiration of fifteen (15) years from the date of this agreement, whichever event shall first occur. Thereafter, any amount of charge made or received by the City to tap into or use said facility shall be retained by the City. It shall be the duty of the Developers to advise the city of any change in the Developer's mailing address.

Section 7. The provisions of this agreement shall not be effective as to any owner of real property designated in EXHIBIT 3, other than Developers, until such time as this agreement shall have been recorded in the Office of the King County Department of Elections and Records and than only as to such real property owners as tap into or connect into said facility subsequent to such recording. City shall not be required to disburse any "fair prorata share" to Developers which may not be lawfully collected from such real property owner at the time said real property taps into or connects to said facility.

Section 8. In the even the cost, or any part thereof, of a sewer improvement, whether local or general, is or will be assessed against the owners of real property and such sewer improvement will be connected into or will make use of the facility constructed pursuant to this agreement and the cost thereof was not contributed to by the owners of said real property, there shall be included in the Engineer's estimate for the hearing on any such improvement, separately itemized, and in such assessments, a sum equal to the amount provided for in this agreement as a fair prorata share due from such owners in accordance with the provisions of this agreement.

Section 9. No person, firm, or corporation, other than Developers, as to the real property identified as owned by Developers in Exhibit 2 hereto, shall be granted a permit or authorized to tap into or use said facility or extensions thereof without first paying their fair prorata share as herein provided.

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Sewer Facility Agreement

DATED at Kirkland, Washington this 21st day of July, 1987.

CITY OF KIRKLAND

By: _____
CITY MANAGER FOR THE CITY
OF KIRKLAND WHO IS AUTHORIZED
TO EXECUTE THIS AGREEMENT ON
BEHALF OF SAID CITY BY VIRTUE
OF RESOLUTION NO. _____.

DEVELOPER
HERITAGE TRAILS PARTNERSHIP

By: William H. Duesenberg
WILLIAM H. DUESENBERG,
A General Partner

By CHIYODA INTERNATIONAL CORPORATION,
A General Partner

By: K. Shimizu
K. SHIMIZU
Treasurer & Administrative Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me WILLIAM H. DUESENBERG, to me known to be a partner of Heritage Trails Partnership and the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of July, 1987.

James A. Fischer
NOTARY PUBLIC in and for the
State of Washington residing
at Bellevue

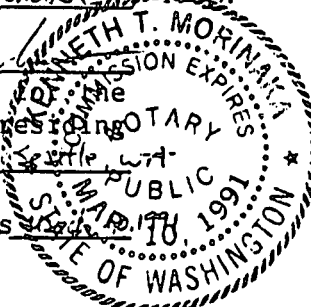
My commission expires 7-10-89

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me K. SHIMIZU, to me known to be a partner of Heritage Trails Partnership and the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of November, 1988.

Kenneth T. Morinaka
NOTARY PUBLIC in and for the
State of Washington residing
at 4062 9th Avenue NE Seattle, WA
My commission expires 10 MAR 18 1991

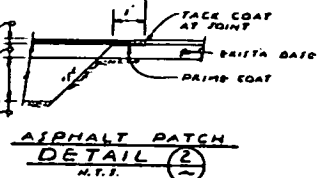
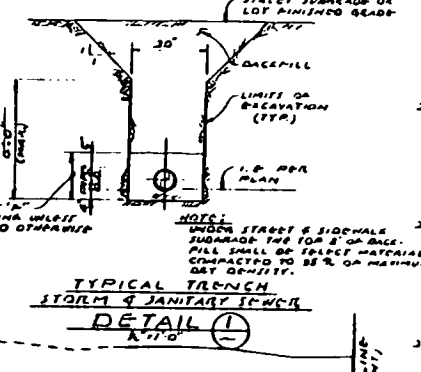
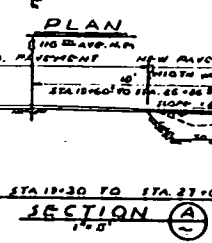
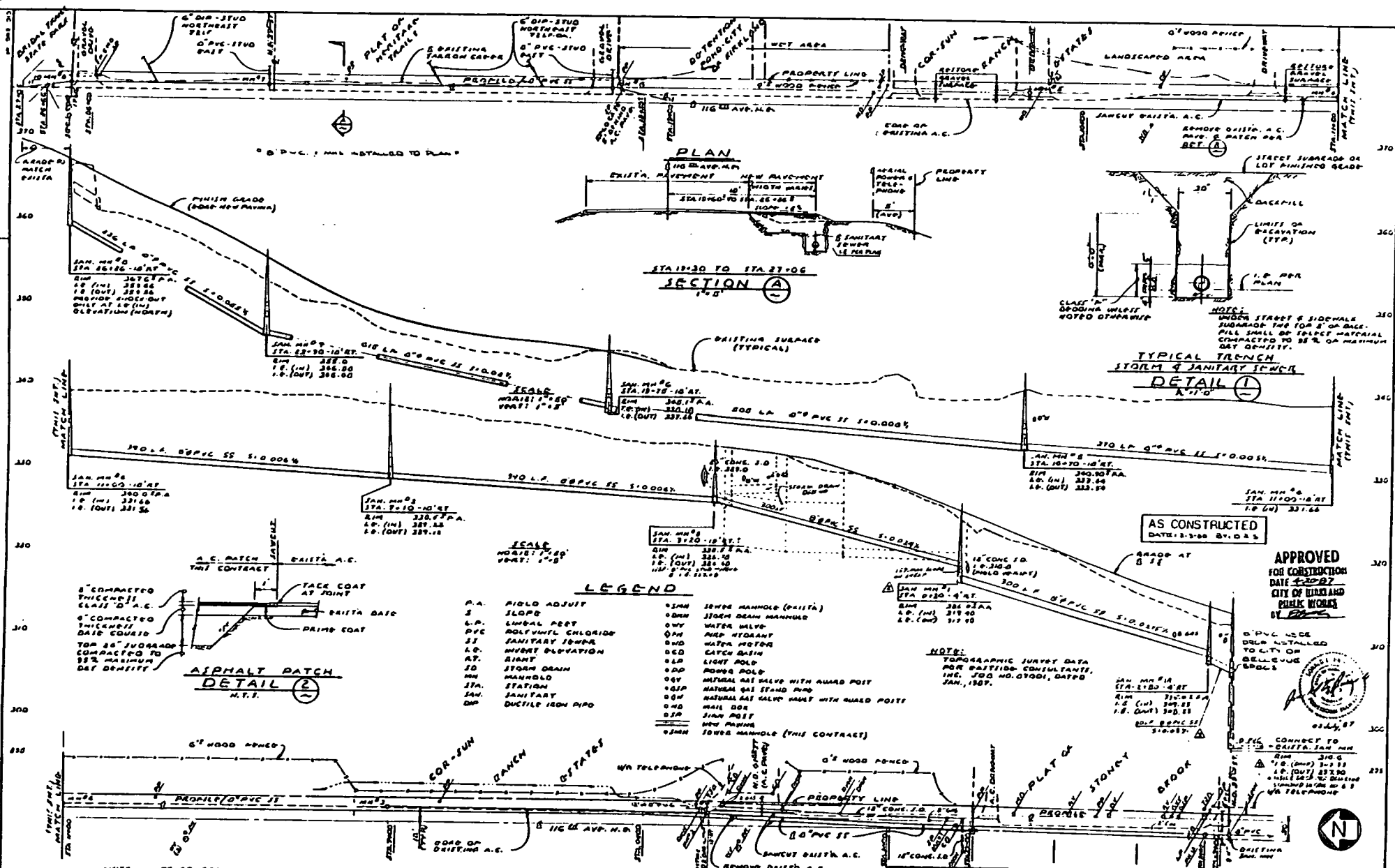


Sewer Facilities Agreement
Page 4

LIST OF EXHIBITS

- EXHIBIT 1 Sanitary Sewer Construction Plans for reimbursable public facilities portion along 116th Ave. N.E. and project development portion along the southerly property line from MH #1 to MH #3.
- EXHIBIT 2 Map showing the total benefit area with legal description.
- EXHIBIT 3 A listing of lots and parcels within the benefit area as shown on Exhibit 1 with each lot and parcel "fair prorata share" of the cost of construction, and clearly showing the REAL PROPERTY OWNED BY DEVELOPER.

6412B/0213A/FF:lf



- LEGEND**
- | | | | |
|------|--------------------|------|----------------------------------|
| P.A. | FIELD ADJUST | QJMH | 18" DIA. MANHOLE (THIS CONTRACT) |
| S | SLOPE | QJMN | 18" DIA. MANHOLE (THIS CONTRACT) |
| L.P. | LINERAL PEET | QJMM | 18" DIA. MANHOLE (THIS CONTRACT) |
| PVC | POLYVINYL CHLORIDE | QJML | 18" DIA. MANHOLE (THIS CONTRACT) |
| SI | SANITARY TOWER | QJMK | 18" DIA. MANHOLE (THIS CONTRACT) |
| A.C. | ASBESTOS CEMENT | QJMJ | 18" DIA. MANHOLE (THIS CONTRACT) |
| ST | STORM TOWER | QJMJ | 18" DIA. MANHOLE (THIS CONTRACT) |
| MAN | MANHOLE | QJMI | 18" DIA. MANHOLE (THIS CONTRACT) |
| STA. | STATION | QJMH | 18" DIA. MANHOLE (THIS CONTRACT) |
| JAN. | JANITARY TOWER | QJMG | 18" DIA. MANHOLE (THIS CONTRACT) |
| DIP | DUCTILE IRON PIPE | QJMF | 18" DIA. MANHOLE (THIS CONTRACT) |

APPROVED FOR CONSTRUCTION
DATE 1-26-87
CITY OF BERKELEY
PUBLIC WORKS
BY [Signature]



HERITAGE TRAILS PARTNERSHIP

TITLE: SANITARY SEWER PLAN AND PROFILE - OFFSITE EXHIBIT 1 PAGE 1 OF 3

JOB NO: P86079

DWG. NO: DL-5102

REV: 5

CHUYODA INTERNATIONAL CORPORATION

1234 Main Street, San Francisco, CA 94102

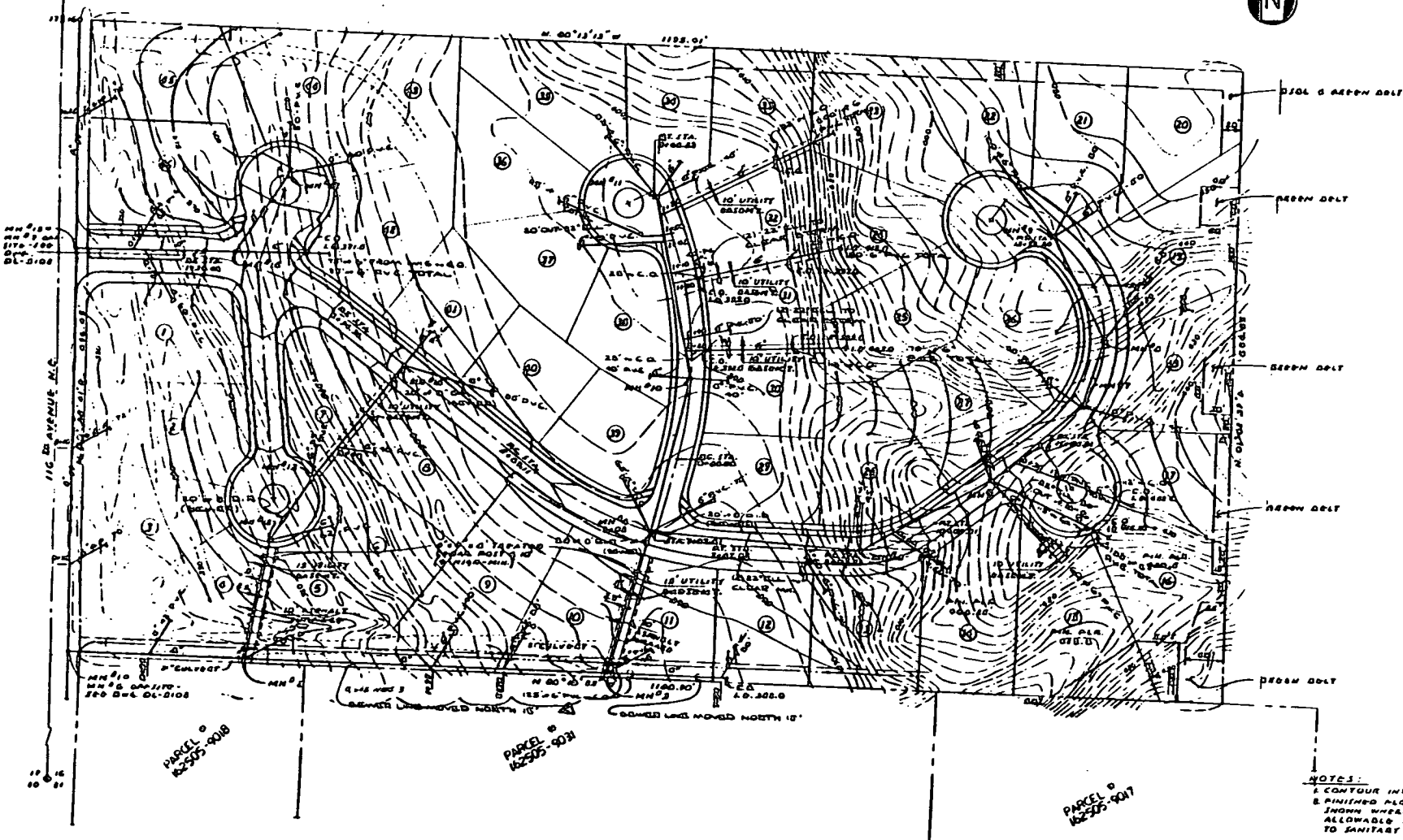
SCALE: AS NOTED

DATE: 1-26-87

CHECKED: [Signature]

APPROVED: [Signature]

NO.	DATE	BY	DESCRIPTION
1	1-26-87	[Signature]	ISSUED FOR CONSTRUCTION
2	1-26-87	[Signature]	REVISED PER CITY OF BERKELEY
3	1-26-87	[Signature]	REVISED PER CITY OF BERKELEY
4	1-26-87	[Signature]	REVISED PER CITY OF BERKELEY
5	1-26-87	[Signature]	LATE CORNER MEASUREMENT



AS CONSTRUCTED
DATE: 1-15-88 BY: DRS

APPROVED
FOR CONSTRUCTION
DATE: 1-20-87
CITY OF KIDLAND
PUBLIC WORKS
BY: [Signature]

NOTES:
1. CONTOUR INTERVAL - 5'
2. FINISHED FLOOR (MIN. F.L.E.) ELEVATIONS SHOWN WHERE REQUIRED FOR MINIMUM ALLOWABLE 8% SIDE SERVICE CONNECTION TO SANITARY SEWER.
3. SANITARY SEWER SYSTEM IN LATE COVER AGREEMENT INCLUDES 10" x 12" P. 1, P. 2 AND -3, AND PIPE BETWEEN 10" x 12" ALONG THE SOUTHERLY PLAT BOUNDARY.



REFERENCE DRAWINGS		REFERENCE DRAWINGS		REVISIONS				REVISIONS			
NO.	DATE	NO.	DATE	NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION
				1	1-15-88	DRS	A. D. H.				
				2	1-20-87	PL	LATE COVER AGREEMENT				

THIS DRAWING IS THE PROPERTY OF CHIYODA INTERNATIONAL CORPORATION AND NO INFORMATION CONTAINED HEREIN SHALL BE USED OR DISCLOSED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF C.I.C.

CLIENT: HERITAGE TRAILS PARTNERSHIP

TITLE: SANITARY SEWER PLAN - ONSITE EXHIBIT 1 PAGE 2 OF 3

SCALE: 1" = 50'

DATE: 1-28-87

CHECKED: [Signature]

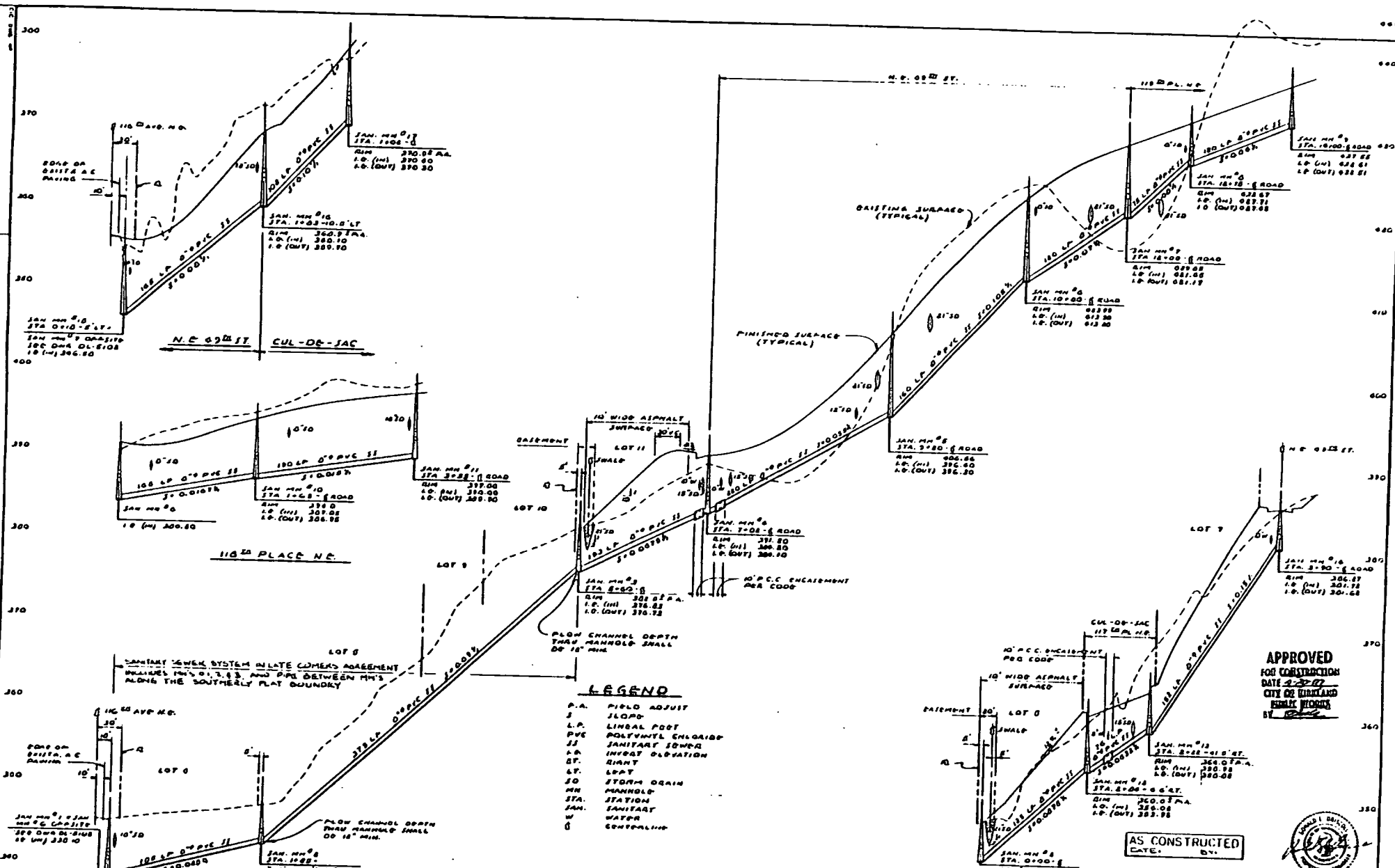
APPROVED: [Signature]

PROJECT NO: P86079

DWG. NO: DL-5103

PAGE: 2

CLIENT DWG. NO:



APPROVED FOR CONSTRUCTION DATE 2-27-07 CITY OF BERKLAND PUBLIC WORKS BY [Signature]

AS CONSTRUCTED DATE [Signature]



- LEGEND**
- P.A. FIELD ADJUST
 - FLOP
 - L.P. LINEAL FOOT
 - PVE POLYVINYL CHLORIDE
 - JS JANITARY SOWED
 - LA INVEST ORINATION
 - ST. STATION
 - LP. L.P.
 - SO STORM DRAIN
 - MH MANHOLE
 - STA. STATION
 - JAN. JANITARY
 - W WATER
 - Ø CONTROLLING

NO.	DESCRIPTION	BY	DATE	CHK'D	APP'D	NO.	DESCRIPTION	BY	DATE	CHK'D	APP'D
1	As Built	[Signature]									
2	LATE COMERS AGREEMENT	[Signature]									

Scale: 1" = 10'-0" (VERTICAL), 1" = 40'-0" (HORIZONTAL)

DATE: 0-03-07

CHECKED: [Signature]

APPROVED: [Signature]

CLIENT: HERITAGE TRAILS PARTNERSHIP

TITLE: SANITARY SEWER PROFILE - ONSITE EXHIBIT 1

PROJECT NO: P86079

DRAWING NO: DL-5104

REV: 2

CHYODA INTERNATIONAL CORPORATION

LEGAL DESCRIPTION FOR LATE CORNERS AGREEMENT

That portion of the Southwest Quarter of Section 16, Township 25 North, Range 3 East, W.M., King County, Washington, more particularly described as follows:

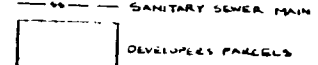
Commencing at the Northwest Corner of the Southwest Quarter of said Section 16, thence South 89°13'33" East along the North line of the Southwest Quarter of said Section 16 a distance of 30.81 feet to the TRUE POINT OF BEGINNING, thence east along South 89°13'33" East 1191.43 feet; thence South 01°02'39" West 156.53 feet; thence South 89°13'33" East 137.36 feet; thence South 01°02'39" West 127.50 feet; 137.31 feet to the Southwest Corner of the Southwest Quarter of the Southwest Quarter of said Section 16; thence South 89°13'33" West along the South line of said Southwest Quarter, said line also being the North line of the Plat of Co-Sun Ranch Estates as recorded in Volume 122 of Plats, Page 76 - 78, Records of King County, Washington, a distance of 169.30 feet; thence South 01°02'39" West along the West line of Lot 16, said Plat of Co-Sun Ranch Estates, a distance of 212.00 feet to a point on a curve, the radial bearing of which extends South 89°21'58" West 130.83 feet; thence along the arc distance of 123.16 feet through a central angle of 10°38'48" to a point of curvature, the radial bearing of which extends north 10°38'48" West 130.83 feet; thence along the arc of this curve to the right through a central angle of 31°04'34" an arc distance of 21.36

feet to a point of reverse curvature, the radial bearing of which extends North 10°38'48" East 130.00 feet; thence along the arc of this curve to the left through a central angle of 61°30'19" an arc distance of 119.14 feet; thence South 01°13'47" West 224.13 feet to a point of curvature, the radial bearing of which extends North 82°20'51" West 25.00 feet; thence along the arc of this curve to the right through a central angle of 61°30'19" an arc distance of 71.43 feet to a point of reverse curvature, the radial bearing of which extends South 10°31'29" East 139.00 feet; thence along the arc of this curve to the left through a central angle of 61°30'19" an arc distance of 25.51 feet; thence South 29°21'13" East 66.00 feet to a point on a curve, the radial bearing of which extends South 10°31'19" East 215.00 feet; thence along the arc of this curve to the right through a central angle of 10°30'28" an arc distance of 143.73 feet to the Northwest Corner of Lot 3, said Plat of Co-Sun Ranch Estates; thence South 01°25'56" West along the East line of said Lot 3, a distance of 120.14 feet to the South line of said Plat; thence North 89°21'00" West 204.00 feet to the Southwest Corner of said Plat of Co-Sun Ranch Estates; thence North 89°21'41" East 2425.83 feet to the TRUE POINT OF BEGINNING.

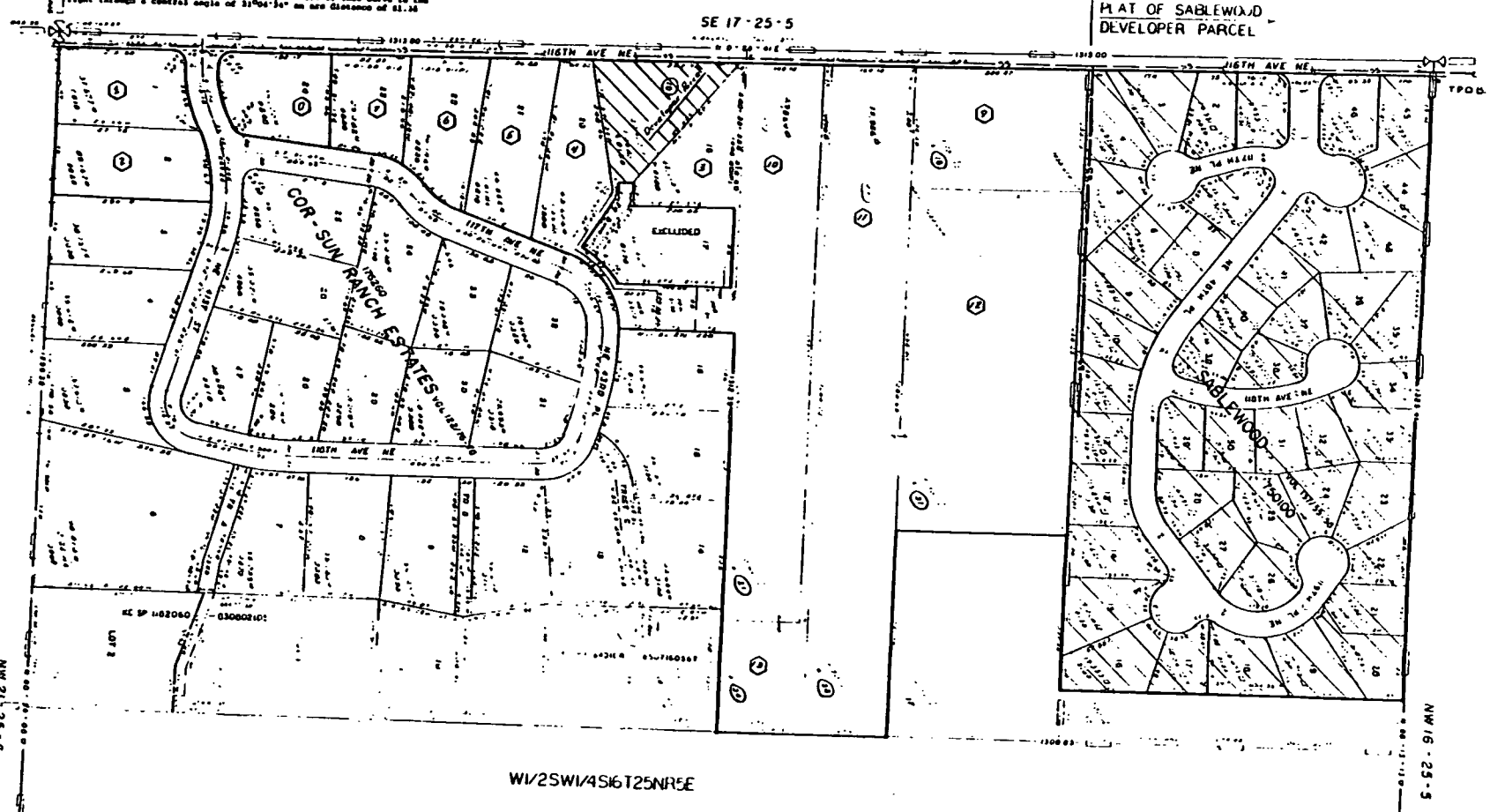
EXCEPT Lot 17 of the Plat of Co-Sun Ranch Estates as recorded in Volume 122 of Plats, Pages 76-78, Records of King County, Washington.

LEGEND

EXCEPT THE FOLLOWING DEVELOPER PARCELS:
THE PLAT OF SABLEWOOD AS RECORDED IN VOLUME 137 OF PLATS, PAGES 55-58, RECORDS OF KING COUNTY, WASHINGTON, AND



LOT 19 OF THE PLAT OF CO-SUN RANCH ESTATES AS RECORDED IN VOLUME 122 OF PLATS, PAGES 76-78, RECORDS OF KING COUNTY, WASHINGTON.



REFERENCE DRAWINGS		REVISIONS	
DATE	FILE	NO.	DESCRIPTION

THE DRAWING IS THE PROPERTY OF CHIYODA INTERNATIONAL CORPORATION (CIC) AND ITS AFFILIATES. CONTAINED HEREIN SHALL NOT BE USED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF C.I.

CHIYODA INTERNATIONAL CORPORATION
111 Queen Anne Ave. N., Seattle, WA 98109 (206) 261-0800

CLIENT: HERITAGE TRAILS PARTNERSHIP
TITLE: HERITAGE TRAILS (SABLEWOOD) EXHIBIT 2 SEWER FACILITIES AGREEMENT

SCALE: 1" = 100'
DATE: 8-13-07
CHECKED: []
APPROVED: []

JOB NO: P86079
DWG NO: DL-5100
REV: 1

151

1/4

HERITAGE TRALS
LATE COMERS AGREEMENT
EXHIBIT 3

Area		Benefit	Fair	Prorata	Share	Dollar
Cor-Sun Ranch						
(#)	Lot# Tax Lot#	Direct	General	Direct	General	Total
1.	1 176260-0010	37,577 sq. ft.	37,577 sq. ft.	\$ 5,713.80	\$ 1,118.61	\$ 6,832.41
2.	2 " 0020	14,305 sq. ft.	39,167 sq. ft.	2,175.16	1,165.95	3,341.11
3.	18 " 0180	19,000 sq. ft.	42,213 sq. ft.	2,889.06	1,256.62	4,145.68
4.	20 " 0200	17,500 sq. ft.	43,604 sq. ft.	2,660.98	1,298.03	3,959.01
5.	21 " 0210	27,652 sq. ft.	44,052 sq. ft.	4,204.65	1,311.36	5,516.01
6.	22 " 0220	28,284 sq. ft.	36,184 sq. ft.	4,300.75	1,077.14	5,377.89
7.	23 " 0230	29,000 sq. ft.	29,082 sq. ft.	4,409.62	865.73	5,275.35
8.	24 " 0240	35,000 sq. ft.	35,000 sq. ft.	5,321.95	1,041.90	6,363.85
Subtotal		208,318 sq. ft.	306,879 sq. ft.	\$ 31,675.97	\$ 9,135.34	\$ 40,811.31
2) Adjacent Properties						
9.	(City) 16-25-05-9018	72,083 sq. ft.	76,230 sq. ft.	\$ 10,960.64	\$ 2,269.26	\$ 13,229.90
10.	(Mackenzie) 9021	29,824 sq. ft.	159,430 sq. ft.	4,534.91	4,746.01	9,280.92
11.	(Crooks, Phy.) 9022	32,826 sq. ft.	210,395 sq. ft.	4,991.38	6,263.17	11,254.55
12.	(Crooks, Phys.) 9031	131,493 sq. ft.	215,622 sq. ft.	19,994.27	6,418.77	26,413.04
13.	(Mackenzie) 9034	4,500 sq. ft.	50,965 sq. ft.	684.25	1,517.16	2,201.41
Subtotal		270,726 sq. ft.	712,642 sq. ft.	\$ 41,165.45	\$21,214.37	\$ 62,379.82
Reimbursable Total						\$103,191.13
Developer Parcels						
3) Lot 19 Cor-Sun Ranch						
	Tax Lot #176260-0190	47,502 sq. ft.	47,502 sq. ft.	\$ 7,222.95	\$ 1,414.07	\$ 8,637.02
4) Sablewood Subdivision						
	Lots Tax Lot #					
	1-46 750100-0010 to					
	750100-0460	649,922 sq. ft.	649,922 sq. ft.	\$ 98,824.38	\$19,347.28	\$118,171.66
				\$106,047.33	\$20,761.35	\$126,808.68
Total		1,176,469 sq. ft.	1,716,946 sq. ft.			
		\$ 178,888.89 (7/9)	\$ 51,111.11 (2/9)			
		\$0.1521/sq. ft.	\$0.0298/sq. ft.			
Reimbursable Less 15%						\$ 87,712.46
						\$230,000+

HERITAGE TRAILS
EXHIBIT 3

LEGAL DESCRIPTIONS

<u>#</u>	<u>Reimbursement Parcel No.</u>	<u>Owner & Address</u>	<u>Legal Description</u>
①	176260-0010	Foppiano, J. R. 11605 N.E. 41st St. Kirkland, WA 98033	Lot 1 of the Plat: Cor-Sun Ranch Estates
②	176260-0020	Ligot, F. K. 11701 N.E. 41st St. Kirkland, WA 98033	Lot 2 of the Plant: Cor-Sun Ranch Estates
③	176260-0180	Samuel, D. M. & F. L. 4153 117th Ave. N.E. Kirkland, WA 98003	Lot 18 of the Plat: Cor-Sun Ranch Estates
④	176260-0200	Holert, R. H. & K. F. 4145 117th Ave. N.E. Kirkland, WA 98033	Lot 20 of the Plat: Cor-Sun Ranch Estates
⑤	176260-0210	Dean, Lovell J. 4137 117th Ave. N.E. Kirkland, WA 98033	Lot 21 of the Plat: Cor-Sun Ranch Estates
⑥	176260-0220	Zurawski, A. E. & E. 4127 117th Ave. N.E. Kirkland, WA 98033	Lot 22 of the Plat: Cor-Sun Ranch Estates
⑦	176260-0230	Savings Bank of Puget Sound 815 2nd Ave. Seattle, WA 98104	Lot 23 of the Plat: Cor-Sun Ranch Estates
⑧	176260-0240	Hokenson, G. A. & S. K. 4107 117th Ave. N.E. Kirkland, WA 98033	Lot 24 of the Plat: Cor-Sun Ranch Estates

EXHIBIT 3

LEGAL DESCRIPTIONS

<u>Reimbursement Parcel No.</u>	<u>Owner & Address</u>	<u>Legal Description</u>
9 162505-9018	City of Kirkland 123 Fifth Ave. Kirkland, WA 98033	That portion of the Southwest Quarter of Section 16, Township 25 North, Range 5 East, W.M., King County, Washington, more particularly described as follows: A portion of North 1/2 of South 1/2 of Northwest 1/4 of Southwest 1/4 lying easterly of a line running southerly from a point on the North Line 1055.61 feet west of the Northeast coner to a point on the South Line 1053.26 feet west of the Southeast coner less the county road.
10 162505-9021	Lorig, Bruce C. & Andrea H. 12 Evergreen Lane Mercer Island, WA 98040	That Portion of the Southwest Quarter of Section 16, Township 25 North, Range 5 East, W.M., King County, Washington, more particularly described as follows: The South 1/8 of the Northwest 1/4 of the Southwest 1/4 less the north 15 feet less the East 214 feet less the county road.
11 162505-9022	Crooks, Phyllis B. 4626 116th Ave. N.E. Kirkland, WA 98033	That portion of the Southwest Quarter of Section 16, Township 25 North, Range 5 East, W.M., King County, Washington, more particularly described as follows: The North 1/2 of the South 1/2 of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 less the county road.

HERITAGE TRAILS
EXHIBIT 3

LEGAL DESCRIPTIONS

- 12 162505-9031 Crooks, Phyllis B.
4630 116th Ave. N.E.
Kirkland, WA 98003
- That portion of the Southwest Quarter of Section 16, Township 25 North, Range 5 East, W.M., King County, Washington, more particularly described as follows:
- A portion of the North 1/2 of South 1/2 of the Northwest 1/4 of the Southwest 1/4 lying easterly of a line running southeast from a point on the North Line 1055.61 feet west of the Northeast corner to a point of the South Line 1053.26 feet west of the South corner less the East 397.36 feet.
- 13 162505-9034 MacKenzie, David P.
4608 116th Ave. N.E.
Kirkland, WA 98033
- That portion of the Southwest Quarter of Section 16, Township 25 North, Range 5 East, W.M., King County, Washington, more particularly described as follows:
- The East 214 feet & the North 15 feet except the East 214 feet of the South 1/8 of the Northwest 1/4 of the Southwest 1/4.
- Developers Parcels:
- 750100-0010 thru.
750100-0460 Heritage Trails Partnership
c/o Chiyoda International Corp.
111 Queen Anne Ave. N.
suite 300
Seattle, WA 98109
- 750100-0010 thru.
750100-0460 Lots 1 thru. 46 of the Plat: Sablewood
(The Plat of Sablewood)
- 176260-0190 Johansen, V.A. & J. L.
4149 117th Ave. N.E.
Kirkland, WA 98033
- Lot 19 of the Plat: Cor-Sun Ranch Estates

EXHIBIT 2

LEGAL DESCRIPTION FOR
LATECOMERS AGREEMENT

That portion of the Southwest Quarter of Section 16, Township 25 North, Range 5 East, W.M., King County, Washington, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 16; thence South 88°13'13" East along the North line of the Southwest Quarter of said Section 16 a distance of 30.01 feet to the TRUE POINT OF BEGINNING; thence continuing South 88°13'13" East 1195.41 feet; thence South 01°02'39" West 654.55 feet; thence North 88°18'23" West 297.36 feet; thence South 01°02'29" West 327.50 feet; thence South 88°20'57" East 397.36 feet; thence South 01°02'39" West 327.21 feet to the Southeast Corner of the northwest Quarter of the Southwest Quarter of said Section 16; thence north 88°23'33" West along the South line of said Northwest Quarter, said line also being the North line of the Plat of Cor-Sun Ranch Estates as recorded in Volume 122 of Plats, Pages 76 - 78, Records of King County, Washington, a distance of 763.50 feet; thence South 01°36'27" West along the West line of Lot 16, said Plat of Cor-Sun Ranch Estates, a distance of 220.00 feet to a point on a curve, the radial bearing of which extends South 00°27'50" West 150.00 feet; thence along the arc distance of 183.34 feet; thence South 20°26'04" West 230.23 feet to a point of curvature, the radial bearing of which extends North 69°33'56" West 150.00 feet; thence along the arc of this curve to the right through a central angle of 31°04'34" an arc distance of 81.36 feet to a point of reverse curvature, the radial bearing of which extends South 38°29'22" East 150.00 feet; thence along the arc of this curve to the left through a central angle of 43°58'51" an arc distance of 115.14 feet; thence South 07°31'47" West 254.57 feet to a point of curvature, the radial bearing of which extends North 82°28'13" West 25.00 feet; thence along the arc of this curve to the right through a central angle of 62°50'44" an arc distance of 27.42 feet to a point of reverse curvature, the radial bearing of which extends South 19°37'29" East 375.00 feet; thence along the arc of this curve to the left through a central angle of 03°53'50" an arc distance of 25.51 feet; thence South 23°31'19" East 60.00 feet to a point on a curve, the radial bearing of which extends South 23°31'19" East 315.00 feet; thence along the arc of this curve to the right through a central angle of 26°30'26" an arc distance of 145.73 feet to the Northeast Corner of Lot 2, said Plat of Cor-Sun Ranch Estates; thence South 01°25'54" West along the East line of said Lot 2, a distance of 298.14 feet to the South line of said Plat; thence North 88°34'06" West 284.00 feet to the Southwest Corner of said Plat of Cor-Sun Ranch Estates; thence North 00°28'41" East 265.82 feet to the TRUE POINT OF BEGINNING.

EXCEPT Lot 17 of the Plat of Cor-Sun Ranch Estates as recorded in Volume 122 of Plats, Page 76-78, Records of King County, Washington.

EXCEPT the following developer parcels:

Lot 19 of the Plat of Cor-Sun Ranch Estates as recorded in Volume 122 of Plats, Pages 76-78, Records of King County, Washington, and.

The Plat of Sablewood as recorded in Volume 137 of Plats, Pages 55-58, Records of King County, Washington.