

## **RESOLUTION NO. 641**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A LATECOMER'S AGREEMENT FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH THE INSTALLATION OF A MUNICIPAL WATER MAIN EXTENSION BY THE PENINSULA SCHOOL DISTRICT.**

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WHEREAS, on November 1, 2003, (Project Completion Date) the Peninsula School District installed a new 12-inch water line in the area shown on the map labeled "Exhibit A," attached to the document entitled "Latecomer's Agreement for Reimbursement of Municipal Water Extension," which document is attached hereto as Attachment 1, and incorporated herein by this reference; and

WHEREAS, on February 3, 2004, the City of Gig Harbor accepted the water line for public ownership and maintenance; and

WHEREAS, the Peninsula School District requested that the City utilize the procedures in RCW Chapter 35.91 to allow reimbursement to the District of the District's costs associated with the water line; and

WHEREAS, the District submitted information to the City for the allocation of the "pro rata" share to be paid by all owners of property who request to hook up to the line within fifteen years after the Council's authorization of the Mayor's execution of the Latecomer's Agreement (Attachment 1); and

WHEREAS, the City Engineer reviewed the information submitted by the District, and determined that it was complete and that it was consistent with the methodology used by the City for previous latecomer agreements; and

WHEREAS, within twenty (20) days prior to February 28, 2005, the City staff mailed out notices to all owners of property identified by the District in the Exhibits to the Latecomer's Agreement (Attachment 1), of the Council's public hearing on the authorization of the Agreement; and

WHEREAS, Wade Perrow of Donkey Creek Holdings sent a letter to the City requesting to be eliminated from the list of affected property owners (Attachment 1) and the City forwarded Mr. Perrow's letter to the District so that its engineers could develop a response, and the District's response was dated October 4, 2004; and

WHEREAS, the District has agreed to eliminate Mr. Perrow's property from the list of affected property owners (Attachment 1); and

WHEREAS, on February 28, 2005, the City Council held a public hearing on the Latecomer's Agreement (Attachment 1), and heard the testimony of the District's representatives, members of the public and the City staff; Now, Therefore,

BE IT HEREBY RESOLVED AS FOLLOWS:

Section 1. Authorization for Execution of the Latecomer's Agreement. The City Council hereby authorizes the Mayor to sign the Latecomer's Agreement, which is Attachment 1 to this Resolution.

Section 2 Recording Against the Properties Affected. The City Community Development Director is hereby directed to record the Latecomer's Agreement against the properties identified in the Exhibits to the Latecomer's Agreement, with the Pierce County Auditor's Office.

RESOLVED by the City Council this 28th day of February, 2005.

APPROVED:

Gretchen Wilbert  
MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

Molly Towslee  
MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 2/23/05  
PASSED BY THE CITY COUNCIL: 2/28/05  
RESOLUTION NO. 641

**LATECOMERS AGREEMENT FOR REIMBURSEMENT  
OF MUNICIPAL WATER MAIN EXTENSION**

RECEIVED  
CITY OF GIG HARBOR  
FEB 22 2005  
COMMUNITY  
DEVELOPMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2005, by and between the Peninsula School District, a Washington municipal corporation, whose business address is 14015 62<sup>nd</sup> Ave NW, Gig Harbor, WA 98332 and the City of Gig Harbor, a Washington municipal corporation, whose business address is 3510 Grandview St., Gig Harbor, WA 98335, situated in Pierce County, Washington, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

**RECITALS**

1. The City owns and operates a water system within and adjacent to its limits; and
2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010, et seq., certain extensions to said system more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which additions are capable of serving areas now owned by the Owner; and
3. The area capable of being served by the extensions to said systems described in Exhibit "A", is herein referred to as the "benefited property," and is more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein; and
4. The extensions to said system described in Exhibit "A" are located within the area served by the City and have not been accepted by the City for maintenance and operation; and
5. The cost of construction of the water main extension described in Exhibit "A" under the provisions of said Municipal Water and Sewer Facilities Act amounts to \$433,630; and
6. The City has determined and the Owners have agreed that the area benefited by said extensions amounts to 2792 lineal front feet of which 403 lineal front feet is directly attributable to the Owner and the remaining benefited properties, resulting in fair prorata shares of the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefited thereby, and who tap on or connect to said system as described in Exhibit 'A'; and
7. The City and Owner desire and intend by this Agreement to provide for collection of the fair prorata share of the cost of construction of said extensions from the owners of the benefited properties (as described on Exhibit "B") who did not contribute to the original

cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act, PROVIDED, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the extensions described in Exhibit "A" shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to refuse service to an owner of the benefited property in order to secure compliance with such requirements of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. The Owner shall transfer title, free and clear of all encumbrances to the extensions described in Exhibit "A", by a Bill of Sale to be executed and delivered by Owner to the City upon acceptance of said extensions for maintenance by the City. This Bill of Sale shall contain the Owner's warranty that it has good title and the right to convey said extensions, that it will warrant and defend the City against the claim of interest therein asserted by any third person, that it will guarantee the workmanship and materials in said facility for a period of one year after the date of acceptance by the City and that it warrants said extensions to be fit for the use for which they are intended.

C. Owner further warrants that it is the owner in title absolute of the extensions described in Exhibit "A", that it has neither permitted or suffered any person or other entity to tap onto said extensions prior to the date of this Agreement; that the charges described in Exhibit "C" totaling \$433,630 is a fair prorata charge to be assessed against the owners of the benefited premises, as described in Exhibit "B", who subsequently tap on to or connect to said facility, and do further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed which have been satisfied. In the event that any lien or other claim against said extensions are asserted after conveyance to the City, (which Owner shall defend and save harmless the City from loss on account thereof), and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this Agreement.

D. In consideration of the conveyance of the extensions described in Exhibit "A", the City agrees to accept said extensions for maintenance as part of its facility, after inspection and testing by the City Engineer and his recommendation of acceptance, and further agrees to collect from the owners of the realty benefited by said lien who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair prorata

share of the cost of such construction based upon the sum of which unit charge shall be conclusively presumed to be a fair prorata charge against the benefited parcels. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility and in addition to the amount agreed to be collected by the City in this paragraph, a sum equal to fifteen percent (15%) to be collected from owners or persons tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

E. The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt thereof at the address of the Owner as set forth hereinafter or at such other addresses as the Owner shall provide by Certified Mail. If said payments are returned to the City unclaimed by the Owner or if the City is unable to locate the Owner after six (6) months, the City shall retain all sums then received and all future sums collected under this Agreement.

F. In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing hereunder, after notice, to such successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and cost, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

G. The City agrees not to allow an Owner or user of any benefited property as described in Exhibit "A" to tap onto said facility without such owner or user having first paid to the City a sum equal to the fair prorata charge hereinabove set forth.

H. In the event of any claims arising as a result of the acts or omissions of the City, its officers, officials, employees representatives and agents, in the performance of the services described in this Agreement, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any person. In addition, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any third persons asserting that the formula used to determine either the benefited properties or the amount of such benefit is in error or does not amount to a fair prorata charge.

I. The City shall be entitled to rely, without any resulting liability to the City, on the

provisions of this Agreement with respect to the fairness of the prorata charge herein provided, and upon the designation and description of the benefited properties set forth in Exhibit "B".

J. This Agreement shall become operative immediately after recording with the Auditor of each County in which any of the benefited lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen (15) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier; provided, that in the event the additions described in Exhibit "A" or any portions thereof shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's facility, such determination of uselessness to be in the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner of the tapping charges provided pursuant to this Agreement shall cease.

K. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Owner.

L. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City of Gig Harbor  
3510 Grandview Street  
Attn: City Engineer  
Gig Harbor, WA 98335

Peninsula School District  
14015 62<sup>nd</sup> Ave. NW  
Attn: Deputy Superintendent  
Gig Harbor, WA 98332

M. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

N. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

O. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

P. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Q. This Agreement, including its exhibits and all documents referenced herein,

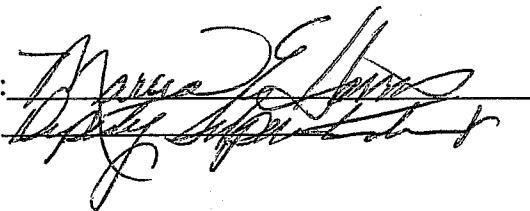
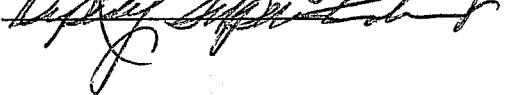
constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Mayor

OWNERS (Peninsula School District)

By:   
Its: 

ATTEST:

By: \_\_\_\_\_  
City Clerk, \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_

STATE OF WASHINGTON )  
                            ) ss.  
COUNTY OF PIERCE      )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ 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 \_\_\_\_\_ of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

NOTARY PUBLIC, State of Washington,  
Print Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON      )  
                            )  
COUNTY OF PIERCE        )

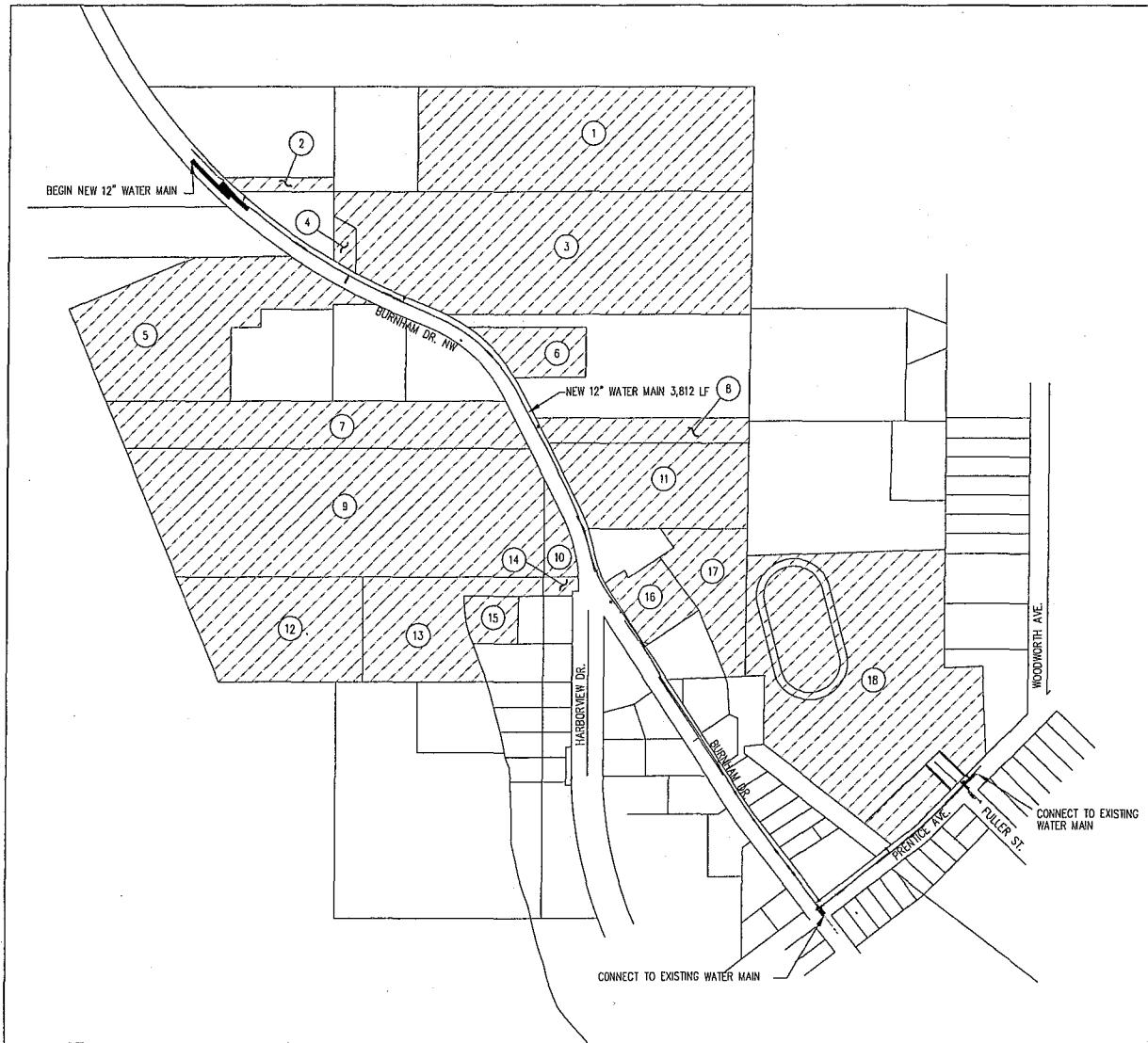
I certify that I know or have satisfactory evidence that Marcia E. Harris is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Deputy Superintendent of Peninsula SD, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-22-05



Vicki L. Smith  
NOTARY PUBLIC, State of Washington  
Print Name: Vicki L. Smith  
Residing at: Gig Harbor  
My Commission expires: 11-8-06

## EXHIBIT A



### Description:

A new 12 in. water main was constructed beginning at parcel no.2 and ending at parcel no.18 by the Peninsula School District for the Harbor Ridge Middle School and is the purpose of this Latecomers Agreement. The affected properties of this agreement (shown as shaded), lie along Burnham Dr. and Prentice Ave. The legal descriptions of these parcels appear on Exhibit "B". In the event future connections are made to this line by a particular parcel, the dollar amount to be collected for that parcel appears on Exhibit "C" in the Total Allocation column.

## EXHIBIT B

| Parcel Reference | Tax Lot Numbers | Legal Description  |
|------------------|-----------------|--|
| 1                | 0222314037      | Section 31 Township 22 Range 02 Quarter 43 : S 330 FT OF SW OF SE EXC W 264 FT AS MEAS AT R/A TO W LI THEREOF EASE OF RECORD OUT OF 4-008 SEG F-0629 JU 1/4/94JU   |
| 2                | 0222313066      | Section 31 Township 21 Range 02 Quarter 34 : S 20 FT OF THAT POR OF S 330 FT OF SE OF SW LY ELY OF GIG HARBOR- LONGBRANCH HWY OUT OF 4-008 SEG F-0629 JU 1/4/94JU  |
| 3                | 0221061093      | Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF N 1/2 OF N 1/2 OF NW OF NE LY NELY OF NELY LI OF GIG HARBOR-LONGBRANCH RD EXC BEG AT INTER OF W LI OF NE & NELY LI OF GIG HARBOR-LONGBRANCH CO RD TH SELY ALG SD NELY LI OF RD 80 FT TH N PARW/W LI OF NE 140 FT TH NWLY PARW NELY LI OF GIG HARBOR- LONGBRANCH CO RD 80 FT TO W LI OF NE TH S ALG SD W LI 140 FT TO POB OUT OF 1-036 SEG J1350 BB  |
| 4                | 0221061094      | Section 06 Township 21 Range 02 Quarter 12 : BEG AT INTER OF W LI OF NE OF SEC & NELY LI OF GIG HARBOR- LONGBRANCH CO RD TH SELY ALG SD NELY LI OF RD 80 FT TH N PARW/W LI OF NE OF SD SEC 140 FT TH NWLY PARW NELY LI OF GIG HARBOR-LONGBRANCH CO RD 80 FT TO W LI OF NE OF SD SEC TH S ALG W LI 140 FT TO POB OUT OF 1-036 SEG J1350 BB  |
| 5                | 0221066010      | Section 06 Township 21 Range 02 Quarter 22 : L 4 OF SHORT PLAT 84-09-28-0164 TOG/W EASE & RESTRICTIONS OF RECORD OUT OF 1-091 & 2-022 SEG X-1263 PP ES   |
| 6                | 0221061050      | Section 06 Township 21 Range 02 Quarter 12 : BEG AT INTER OF ELY LI OF G H L B CO RD WITH A LI PAR TO & 417.49 FT S OF N LI OF NE TH S 89 DEG 43 MIN 04 SEC E 378 FT TH S 00 DEG 14 MIN 10 SEC W 150 FT TH N 89 DEG 43 MIN 04 SEC W TO E LI OF SD RD TH NWLY ALG SD E LI OF RD TO BEG  |
| 7                | 0221061072      | Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR BEG AT A PT ON N & S C/L 640.91 FT S FROM N 1/4 COR OF SEC TH N 88 DEG 16 MIN 10 SEC W 714.20 FT TO PT ON ELY LI OF TLCT LI R/W TH S 21 DEG 44 MIN 22 SEC E ALG SD ELY R/W LI 167.83 FT TH S 88 DEG 16 MIN 10 SEC E 1280.08 FT TO WLY LI GHLB CO RD AS NOW LOC TH NWLY ALG SD R/W TO PT S 88 DEG 16 MIN 10 SEC E FROM BEG TH N 88 DEG 16 MIN 10 SEC W 540 FT M/L TO BEG RESERV OF RECORD BDRY LI AGREE # 2197734 SEG F 1450  |
| 8                | 0221061055      | Section 06 Township 21 Range 02 Quarter 12 : THAT PART OF FOLL LY OUTSIDE TOWN OF GIG HARBOR COM AT SE COR OF SE OF NW OF NE TH ALG E LI OF SD SUBD N 00 DEG 25 MIN 36 SEC E 481.02 FT TO POB TH S 89 DEG 03 MIN 51 SEC W 508.27 FT TO ELY LI OF G H L CO RD TH NWLY ALG SD RD ON A C TO L RAD 603 FT A DIST OF 79.55 FT TH N 26 DEG 41 MIN 10 SEC W 320.39 FT TH LEAVING SD RD N 89 DEG 03 MIN 51 SEC E 685.82 FT TO E LI OF NW OF NE TH S 00 DEG 25 MIN 36 SEC W 362.40 FT TO POB  |
| 9                | 0221061073      | Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR THAT POR OF NE OF NW & NW OF NE LY ELY OF TLCT LI R/W & WLY OF GHLB CO RD & S OF FOLL DESC LI COM 794.91 FT S OF NE COR OF NW TH S 88 DEG 16 MIN 10 SEC E 628.90 FT TO WLY R/W OF GHLB CO RD & POB TH N 88 DEG 16 MIN 10 SEC W 1280.08 FT TO PT ON E LI TLCT LI & TERM OF SD LI EXC S 330 FT AS MEAS ALG N & S C/L OF SEC BDRY LI AGREE # 2197734 ACREAGE FIGURED ON SURVEY BY B WHITACRE SEG F-1450 (DCTJES7-25-80)   |
| 10               | 0221061075      | Section 06 Township 21 Range 02 Quarter 12 : COM NW COR OF NE TH S 794.91 FT TH S 88 DEG 16 MIN 10 SEC E TO INTER WLY LI GHLB CO RD TH SELY ALG SD WLY LI OF CO RD TO INTER TOWN LIMITS OF GIG HARBOR & POB TH CONT SELY TO WLY LI OF SD RD TO A PT 330 FT N OF S LI OF NW OF NE TH W ON SD LI TO W TOWN LIMITS OF GIG HARBOR TH N ALG SD W TOWN LIMITS TO POB SEG F 1593  |
| 11               | 0221061054      | Section 06 Township 21 Range 02 Quarter 12 : THAT PART OF FOLL LY IN TOWN OF GIG HARBOR COM AT SE COR OF SE OF NW OF NE TH ALG E LI OF SD SUBD N 00 DEG 25 MIN 36 SEC E 481.02 FT TO POB TH S 89 DEG 03 MIN 51 SEC W 508.27 FT TO ELY LI OF GIG HARBOR LONGBRANCH CO RD TH NWLY ALG SD RD ON A C TO L RAD 603 FT A DIST OF 79.55 FT TH N 26 DEG 41 MIN 10 SEC W 320.39 FT TH LEAVING SD ROAD N 89 DEG 03 MIN 51 SEC E 685.82 FT TO E LI OF NW OF NE TH S 00 DEG 25 MIN 36 SEC W 362.40 FT TO POB   |
| 12               | 0221061000      | Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF S 330.1 FT OF NW OF NE LY WLY OF GIG HARBOR PURDY CO RD EXC E 660 FT THEREOF MEAS ALG S LI & S 330.1 FT OF NE OF NW LY ELY OF T L C T LI R/W SUBJ TO CY OF TAC EASE   |
| 13               | 0221061034      | Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR S 330.1 FT OF E 660 FT OF THAT POR OF NW OF NE LY WLY OF GIG HARBOR PURDY CO RD AS MEAS ON S LI OF SD SUBD EXC THAT PART OF S 270 FT THEREOF WHICH LIES E OF MAIN CHANNEL OF NORTH CREEK   |
| 14               | 0221061043      | Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF FOLL LY INSIDE TOWN OF GIG HARBOR S 330.1 FT OF E 660 FT OF THAT POR OF NW OF NE LY WLY OF GIG HARBOR PURDY CO ROAD AS MEAS ON S LI OF SD SUBD EXC THAT PART OF S 270 FT THEREOF WHICH LIES E OF MAIN CHANNEL OF NORTH CREEK  |
| 15               | 0221061086      | Section 06 Township 21 Range 02 Quarter 12 : PARCEL OF LD ABUTT NW LI OF A PARCEL DESC AS S 120 FT OF FOLL DESC PROP WHICH LIES E OF MAIN CHANNEL OF N CREEK S 330.1 FT OF E 660 FT OF THAT POR OF NW OF NE LY WLY OF G H PURDY CO RD SD DIST OF 660 FT BEING MEAS ALG S LI OF NW OF NE SD ABUTT PARCEL DESC AS FOLL BEG NW COR OF ABOVE DESC PROP TH ELY 150 FT TH N PAR TO G H PURDY CO RD 150 FT TH W TO C/L OF SD CREEK TH SLY ALG SD C/L TO BEG SEG G 1129  |
| 16               | 0221065018      | Section 06 Township 21 Range 02 Quarter 13 : L 2 OF SHORT PLAT 85-06-10-0285 TOG/W EASE OF RECORD OUT OF 1-041 SEG W-0306 MS ES  |
| 17               | 0221065020      | Section 06 Township 21 Range 02 Quarter 12 : L 4 OF SHORT PLAT 85-06-10-0285 TOG/W EASE OF RECORD OUT OF 1-041 SEG W-0306 MS ES  |
| 18               | 0221061100      | Section 06 Township 21 Range 02 Quarter 14 : BEG NW COR L 1 TH S 00 DEG 43 MIN E 220.36 FT TH N 82 DEG 41 MIN E 60.4 FT TH S 52 DEG 54 MIN E 300.61 FT TH S 52 DEG 16 MIN E 102.33 FT TH N 45 DEG 06 MIN E 324.64 FT TH S 46 DEG 17 MIN E 112.72 FT TH N 43 DEG 43 MIN E 95.46 FT TH N 03 DEG 18 MIN W 279.08 FT TO N LI SUBD TH S 86 DEG 42 MIN W 745.1 FT TO BEG EXC W 60 FT FOR RD ALSO S 1/2 OF SW OF NE OF NE 06-21-02E ALSO TR "A" LY NWLY OF FOREST ST, NELY OF SCHOOL RD, SELY OF L 1 & WLY OF FULLER ST COMB 1-004, 1-019 & 403000-001-1 SEG U-1019 CA ES GOODMAN MIDDLE SCHOOL |

## EXHIBIT C

| Parcel Reference | Tax Lot Numbers | Gross parcel area (sq ft) | Wetland areas (sq ft) | Net parcel areas (sq ft) | % of Total Net Area | 75% Allocation by Net Lot Area | Frontage (linear feet) | % of Total Linear Frontage | 25% Allocation by Frontage | Total Allocation |
|------------------|-----------------|---------------------------|-----------------------|--------------------------|---------------------|--------------------------------|------------------------|----------------------------|----------------------------|------------------|
| 1                | 0222314037      | 348,480                   | 0                     | 348,480                  | 12.0%               | \$39,157                       | 0                      | 0.0%                       | \$0                        | \$39,157         |
| 2                | 0222313066      | 6,098                     | 2,036                 | 4,062                    | 0.1%                | \$456                          | 33                     | 1.2%                       | \$1,325                    | \$1,782          |
| 3                | 0221061093      | 447,796                   | 0                     | 447,796                  | 15.5%               | \$50,317                       | 315                    | 11.7%                      | \$12,652                   | \$62,969         |
| 4                | 0221061094      | 11,200                    | 0                     | 11,200                   | 0.4%                | \$1,258                        | 87                     | 3.2%                       | \$3,494                    | \$4,753          |
| 5                | 0221066010      | 236,966                   | 0                     | 236,966                  | 8.2%                | \$26,627                       | 315                    | 11.7%                      | \$12,652                   | \$39,279         |
| 6                | 0221061050      | 46,174                    | 0                     | 46,174                   | 1.6%                | \$5,188                        | 212                    | 7.9%                       | \$8,515                    | \$13,704         |
| 7                | 0221061072      | 196,456                   | 2,493                 | 193,963                  | 6.7%                | \$21,795                       | 167                    | 6.2%                       | \$6,708                    | \$28,502         |
| 8                | 0221061055      | 50,094                    | 0                     | 50,094                   | 1.7%                | \$5,629                        | 84                     | 3.1%                       | \$3,374                    | \$9,003          |
| 9                | 0221061073      | 471,755                   | 74,481                | 397,274                  | 13.7%               | \$44,640                       | 100                    | 3.7%                       | \$4,017                    | \$48,656         |
| 10               | 0221061075      | 25,700                    | 0                     | 25,700                   | 0.9%                | \$2,888                        | 363                    | 13.4%                      | \$14,580                   | \$17,468         |
| 11               | 0221061054      | 179,467                   | 0                     | 179,467                  | 6.2%                | \$20,166                       | 324                    | 12.0%                      | \$13,014                   | \$33,180         |
| 12               | 0221061000      | 236,095                   | 13,283                | 222,812                  | 7.7%                | \$25,036                       | 0                      | 0.0%                       | \$0                        | \$25,036         |
| 13               | 0221061034      | 112,820                   | 32,069                | 80,751                   | 2.8%                | \$9,074                        | 0                      | 0.0%                       | \$0                        | \$9,074          |
| 14               | 0221061043      | 7,405                     | 0                     | 7,405                    | 0.3%                | \$832                          | 60                     | 2.2%                       | \$2,410                    | \$3,242          |
| 15               | 0221061086      | 25,931                    | 18,305                | 7,626                    | 0.3%                | \$857                          | 0                      | 0.0%                       | \$0                        | \$857            |
| 16               | 0221065018      | 43,402                    | 0                     | 43,402                   | 1.5%                | \$4,877                        | 236                    | 8.7%                       | \$9,479                    | \$14,356         |
| 17               | 0221065020      | 84,559                    | 0                     | 84,559                   | 2.9%                | \$9,502                        | 0                      | 0.0%                       | \$0                        | \$9,502          |
| 18               | 0221061100      | 506,602                   | 0                     | 506,602                  | 17.5%               | \$56,925                       | 403                    | 14.9%                      | \$16,187                   | \$73,111         |
|                  | Totals          | 3,037,000                 | 142,667               | 2,894,333                | 100.0%              | \$325,223                      | 2699                   | 100.0%                     | \$108,408                  | \$433,630        |

Developer

**Total Cost of Construction:** \$433,630  
**75% of Total Cost:** \$325,223  
**25% of Total Cost:** \$108,408  
**Developer's Pro Rata Share:** \$73,111  
**Total Assessment:** \$360,519  
**Administrative Fee per 13.35.080**  
**GHMC:** \$18,026 (Assumes connection of all affected parcels)  
**Potential Net Amount Due Developer:** \$342,493 (Assumes connection of all affected parcels)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A LATECOMER'S AGREEMENT FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH THE INSTALLATION OF A MUNICIPAL WATER MAIN EXTENSION BY THE PENINSULA SCHOOL DISTRICT.**

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WHEREAS, on November 1, 2003, (Project Completion Date) the Peninsula School District installed a new 12-inch water line in the area shown on the map labeled "Exhibit A," attached to the document entitled "Latecomer's Agreement for Reimbursement of Municipal Water Extension," which document is attached hereto as Attachment 1, and incorporated herein by this reference; and

WHEREAS, on February 3, 2004, the City of Gig Harbor accepted the water line for public ownership and maintenance; and

WHEREAS, the Peninsula School District requested that the City utilize the procedures in RCW Chapter 35.91 to allow reimbursement to the District of the District's costs associated with the water line; and

WHEREAS, the District submitted information to the City for the allocation of the "pro rata" share to be paid by all owners of property who request to hook up to the line within fifteen years after the Council's authorization of the Mayor's execution of the Latecomer's Agreement (Attachment 1); and

WHEREAS, the City Engineer reviewed the information submitted by the District, and determined that it was complete and that it was consistent with the methodology used by the City for previous latecomer agreements; and

WHEREAS, within twenty (20) days prior to February 28, 2005, the City staff mailed out notices to all owners of property identified by the District in the Exhibits to the Latecomer's Agreement (Attachment 1), of the Council's public hearing on the authorization of the Agreement; and

WHEREAS, Wade Perrow of Donkey Creek Holdings sent a letter to the City requesting to be eliminated from the list of affected property owners (Attachment 1) and the City forwarded Mr. Perrow's letter to the District so that its engineers could develop a response, and the District's response was dated October 4, 2004; and

WHEREAS, the District has agreed to eliminate Mr. Perrow's property from the list of affected property owners (Attachment 1); and

WHEREAS, on February 28, 2005, the City Council held a public hearing on the Latecomer's Agreement (Attachment 1), and heard the testimony of the District's representatives, members of the public and the City staff; Now, Therefore,

BE IT HEREBY RESOLVED AS FOLLOWS:

Section 1. Authorization for Execution of the Latecomer's Agreement. The City Council hereby authorizes the Mayor to sign the Latecomer's Agreement, which is Attachment 1 to this Resolution.

Section 2 Recording Against the Properties Affected. The City Community Development Director is hereby directed to record the Latecomer's Agreement against the properties identified in the Exhibits to the Latecomer's Agreement, with the Pierce County Auditor's Office.

RESOLVED by the City Council this 28th day of February, 2005.

APPROVED:

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MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

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MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CAROL A. MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.

**RESOLUTION NO. \_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A LATECOMER'S AGREEMENT FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH THE INSTALLATION OF A MUNICIPAL WATER MAIN EXTENSION BY THE PENINSULA SCHOOL DISTRICT.**

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RESOLVED by the City Council this 28th day of February, 2005.

APPROVED:

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MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

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MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CAROL A. MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.