149440

8109100686 AGR 1/10

0686

5.00

(GLENTERRA)

DEVELOPER EXTENSION AGREEMENT FOR STREET LIGHTING

8109100686

WHEREAS, SeaCan, Inc, hereafter called "Developer," wishes to build homes within the boundaries of King County Water District No. 104 and desires to obtain street lighting fixtures, maintenance and electricity from King County Water District No. 104, hereafter called "the District," and Puget Sound Power & Light Co., hereafter called "Puget Power," and

WHEREAS, it is necessary for Developer to install a street lighting system on the real estate herafter described before the houses on said real estate are sold, and

WHEREAS, it is necessary for the District and Puget Power to rpomptly receive payment for the electrical service provided whether or not the homes on said real estate are sold,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, Developer and the District do hereby agree as follows:

Developer shall contract directly with Puget Power for the installation of a street lighting system on the real estate owned by Developer and legally described on Exhibit A annexed hereto. Such street lighting system shall remain the property of Puget Power which shall have the sole obligation to maintain, replace, and repair said system.

Such street lighting system shall be comprised of fixtures mutually agreed upon by Puget Power, Developer, and the District which shall be installed on the aforesaid real estate at locations approved by the District, and Developer agrees to submit plans and specifications for such street lighting system to the District for its approval before executing a final installation contract with Puget Power. The District reserves the right to change lamps, lamp locations and/or equipment when distribution line modernization or replacement by Puget Power is necessary.

The District shall cause Puget Power to furnish lighting service on terms set forth in resolutions of the District now or hereafter in effect. The District shall charge Developer for such service fixed rates established by resolutions of the District now or hereafter in effect. Developer shall notify the District as each lot is furnished with water by the District and shall obtain the signature of the Builder or lot owner on Application for Connection (including Street Lighting) and shall deliver the same to the District office. Thereafter the District shall bill such Builder, lot owner or contract vendee for his proportionate share of the light charges but Developer shall remain primarily liable for all lighting charges for the aforesaid real until 80 percent of the lots as described in Exhibit A are furnished with water by the District. Developer shall continue to pay the pro rata share of the charges for each lot which remains unsold.

Developer further agrees that if the pro rata charges allocated to any lot are unpaid sixty (60) days after the due date, such charges shall constitute a lien against said property which shall

FILED for Record at Request of

Name Reed

Address 1700 Bank of Calif

Seattle, Wa. 98164

RECORDED THIS DAY

SEP 10 4 18 PM '81

BY THE DIVISION OF RECORDS & ELECTIONS KING COUNTY

have the same force and effect and may be foreclosed in the manner provided by RCW 57.08.080 - 57.08.090. The District shall have the right to turn off the water of any customer who fails to pay either water or street lighting charges within thirty days (30) after due date.

Developer further agrees that the covenants contained herein shall constitute covenants running with the land as described in Exhibit A and shall be binding on Builder, subsequent purchasers, and on Developer's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 1981.

8109100686

DEVELOPER

Seacan

Steven P. Hathaway Secretary

KING COUNTY WATER DISTRICT NO. 104

By Clarence G. Greening
President-Commissioner

By _____
Vice-President Commissioner

By _____
Secretary-Commissioner

(SEAL)

AFTER RECORDING, RETURN TO:

Richard C. Reed
1701 Bank of California Center
Seattle, WA 98164

STATE OF WASHINGTON)
) ss.
COUNTY OF K I N G)

On Sept 8, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Clarence G. Greening and Donovan E. Olson, to me known to be the President-Commissioner, Vice-President Commissioner and Secretary-Commissioner, respectively, of KING COUNTY WATER DISTRICT NO. 104, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Curtis J. Buckland
Notary Public residing at Woodinville

STATE OF WASHINGTON)
) ss.
COUNTY OF K I N G)

On August 11, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven L Hathaway, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as being free and voluntary act and deed, for the uses and purposes therein mentioned.

8109100686

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Peggy S. Bailey
Notary Public residing at Woodinville

EXHIBIT A - Legal Description

The Southwest quarter of the Northeast quarter of the Southeast quarter of Section 24, Township 26 North, Range 5 East, W.M., in King County, Washington;
EXCEPT the South 30 feet thereof conveyed to King County for road purposes by Deed recorded under King County Recording No. 8010290589.