

RECORDED THIS DATE
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BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

CAMBERLY ON ENGLISH HILL

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DEVELOPER EXTENSION AGREEMENT FOR STREET LIGHTING

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WHEREAS, Union Service Corporation 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 hereafter described before the houses on said real estate are sold, and

WHEREAS, it is necessary for the District and Puget Power to promptly 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

Return to:

REED, McCLURE, MOCERI & THOMM, P.S.
1701 BANK OF CALIFORNIA CENTER
SEATTLE, WASHINGTON 98104

DESCRIPTION

This plat of AMBERLEY ON ENGLISH HILL embraces that portion of the Southeast 1/4 of Section 24, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

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BEGINNING at the Northeast corner of the South 1/2 of the Northwest 1/4 of said Southeast 1/4; thence S 0°28'31" W along the East line of said last-mentioned subdivision 665.89 feet to the Northerly boundary of the plat of Mount Clare Estates, recorded in Volume 111 of Plats, pages 1 through 5, records of said county; thence N 88°26'46" W along said plat boundary 661.26 feet to the Westerly boundary of said plat; thence S 1°19'47" W along said Westerly plat boundary 186.00 feet to the Northeast corner of Lot 10 on the boundary of the plat of SUNRISE NO. 1, recorded in Volume 118 of Plats, pages 66 through 68, records of said county; thence in a general northerly direction along the boundary of said plat of Sunrise by the following courses and distances: N 77°44'45" W 101.85 feet; N 1°19'47" E 148.86 feet to intersect the arc of a curve at a point from which the center lies N 14°59'30" E 430.00 feet distant; westerly along said curve to the right through a central angle of 3°46'53" an arc distance of 28.38 feet to a point of tangency; N 71°13'37" W 23.47 feet; N 18°46'23" E 60.00 feet to intersect the arc of a curve at a point from which the center lies N 18°46'23" E 25.00 feet distant; northwesterly along said curve to the right through a central angle of 96°21'13" an arc distance of 42.04 feet to a point of compound curvature and the beginning of a curve to the right with a radius of 522.00 feet; northeasterly along said curve through a central angle of 9°52'24" an arc distance of 89.95 feet to a point of reverse curvature and the beginning of a curve to the left with a radius of 228.00 feet; northeasterly along said curve through a central angle of 22°16'58" an arc distance of 88.67 feet to a point of reverse curvature and the beginning of a curve to the right with a radius of 25.00 feet; northeasterly along said curve through a central angle of 78°49'58" an arc distance of 34.40 feet; N 1°33'00" E 48.00 feet; S 88°27'00" E 68.79 feet; N 1°33'00" E 95.00 feet; N 36°30'50" W 96.03 feet; N 30°25'41" W 92.79 feet; N 44°10'51" E 43.67 feet; S 85°43'22" W 90.22 feet; N 6°23'25" W 101.71 feet to intersect the arc of a curve at a point from which the center lies N 6°23'25" W 298.00 feet distant; easterly along said curve to the left through a central angle of 14°55'49" an arc distance of 77.65 feet; N 21°19'14" W 56.00 feet to intersect the arc of a curve at a point from which the center lies N 21°19'14" W 242.00 feet distant; easterly along said curve to the left through a central angle of 8°10'54" an arc distance of 34.56 feet to a point of reverse curvature and the beginning of a curve to the right with a radius of 328.00 feet; easterly along said curve through a central angle of 4°22'01" an arc distance of 25.00 feet; N 5°38'19" W 100.00 feet; N 67°25'10" E 109.58 feet; S 84°00'00" E 140.00 feet, and S 66°00'00" E 85.00 feet to the most southerly corner of Tract "E" in said plat of Sunrise No. 1; thence N 24°00'00" E 100.00 feet; thence S 66°00'00" E 48.00 feet; thence S 85°00'00" E 120.00 feet; thence N 3°06'24" E 153.57 feet; thence S 28°37'30" E 180.87 feet; thence S 13°41'38" E 124.92 feet; thence S 22°57'47" E 57.98 feet; thence S 37°57'29" E 100.00 feet; thence S 29°33'52" W 42.48 feet to the POINT OF BEGINNING.