

ORDINANCE NO. 1157

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, DETERMINING THE FINAL ASSESSMENT REIMBURSEMENT AREA AND PRO RATA SHARES OF REIMBURSABLE COSTS IN CONNECTION WITH THE HARBOR HILL WATER TANK AND MAINLINE EXTENSION LATECOMERS AGREEMENT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, chapter 35.91 of the Revised Code of Washington authorizes cities to enter into latecomer agreements for the purpose of providing partial reimbursement of certain water and sewer improvement costs paid by a private party; and

WHEREAS, chapter 13.35 of the Gig Harbor Municipal Code authorizes the City to enter into latecomer agreements for water and sewer improvements; and

WHEREAS, OPG Properties LLC, a Washington limited liability company, performed certain improvements including construction of the Harbor Hill Water Tank and mainline extension in conjunction with development of its property;

WHEREAS, OPG Properties LLC applied to the City for a latecomer agreement for reimbursements of said water and sewer improvements; and

WHEREAS, the City Engineer determined that the application of OPG Properties LLC met the criteria set forth in chapter 35.91 of the Revised Code of Washington and chapter 13.35 of the Gig Harbor Municipal Code, and approved the application; and

WHEREAS, as authorized in GHMC 13.35.080, OPG Properties LLC proposed the method for determining the fair pro rata share assessment, as later adjusted and accepted by the City Engineer, and made a preliminary determination of the assessment reimbursement area and pro rata share of costs to affected property owners by selecting a method of cost apportionment based on the benefit of the improvements and the proportional share of the reserved tank volume for each of the affected property owners; and

WHEREAS, copies of the proposed latecomer agreement and pro rata share of costs were sent via certified mail to each affected property owner listed in the agreement on December 26, 2008, along with notice of the City Council's consideration on January 12, 2009, and the same was also advertised in the Gateway Newspaper on December 31, 2008; and

WHEREAS, since that time, the City found a need to adjust the pro rata share of costs and new documents and notice of the City Council's further consideration on February 9, 2009, were provided to affected property owners on January 29, 2009; and

WHEREAS, the City Council considered the latecomer agreement and pro rata share of costs on February 9, 2009; and

WHEREAS, based on comments received from affected property owners, the City further evaluated certain properties not included in the original proposed latecomer agreement by using the City's water system model to determine if said properties benefited from the water system improvements constructed by OPG to meet water system fire flow requirements; and

WHEREAS, based on said water system modeling, ten additional properties have been added to the agreement and fair pro rata shares adjusted accordingly; and

WHEREAS, copies of the revised proposed latecomer agreement and pro rata share of costs were sent via certified mail to each affected property owner listed in the agreement on March 12, 2009, along with notice of the City Council's consideration on March 23, 2009, and the same was also advertised in the Gateway Newspaper on March 11, 2009; and

WHEREAS, the City Council considered the latecomer agreement and pro rata share of costs on March 23, 2009, and again on April 13, 2009 and considered all testimony presented; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Assessment Reimbursement Area. The City Council hereby adopts as its final determination the preliminary determination of the assessment reimbursement area as recommended by the City Engineer and as identified on **Exhibit C** of the latecomer agreement attached hereto and incorporated herein by this reference.

Section 2. Reimbursable Costs. The City Council hereby adopts as its final determination the total cost calculations, allocations among the benefited properties, and pro rata shares of reimbursable costs as recommended by the City Engineer and as identified on **Exhibit D** of the latecomer agreement.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a

court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication an approved summary consisting of the title.

APPROVED:


MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:


MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY


ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 02/04/09
PASSED BY THE CITY COUNCIL: 04/13/09
PUBLISHED: 04/22/09
EFFECTIVE DATE: 04/29/08
ORDINANCE NO. 1157

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Harbor Hill Water Tank and Mainline Extension Latecomers Agreement

Grantor(s) (Last name first, then first name and initials)

OPG Properties LLC

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Portions of Sections 25, Township 22 North, Range 1 East, and Sections 30 and 31, Township 22 North, Range 2 East, W.M., Pierce County, Washington

Complete legal description is at Exhibit C (pages 13 to 21) hereto

Assessor's Property Tax Parcel or Account number:

0122254090, 0222303002, 0122254073, 0122254051, 0122254072, 0222312029,
0222312027, 0222312028, 0222316001, 0222316002, 0222316003, 0222316004,
0222312023, 0222313023, 0222313044, 0222314016, 0222313008, 0222313069,
0222313070, 0222313024, 0222313012, 0222313020, 0222313027, 0222313018,
0222313063,

See Attachment #1 for Additional Account Numbers

Reference number(s) of documents assigned or released: None.

Attachment #1

Assessor's Property Tax Parcel or Account number (con't):

4002880010, 4002880020, 4002880030, 4002880040, 4002880050, 4002880060,
4002880070, 4002880080, 4002880090, 4002880100, 4002880110, 4002880120,
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4002880250, 4002880260, 4002880270, 4002880280, 4002880290, 4002880300,
4002880310, 4002880320, 4002880330, 4002880340, 4002880350, 4002880360,
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4002881150, 4002881160, 4002881170, 4002881180, 4002881190, 4002881200,
4002881210, 4002881220, 4002881230, 4002881240.

**HARBOR HILL WATER TANK AND
MAINLINE EXTENSION LATECOMERS AGREEMENT**

THIS AGREEMENT is made this 14th day of April, 2009, by and between OPG Properties LLC, a Washington Limited Liability Company, and the City of Gig Harbor, situate 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 improvements to said system more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Improvements"), which Improvements are capable of serving areas now owned by the Owner or its affiliate Harbor Hill LLC and other real property; and
3. The Improvements are located within the area served by the City's water system and have been accepted by the City for maintenance and operation; and
4. The Owner has transferred to the City title to the Improvements free and clear of all encumbrances, by a Bill of Sale executed and delivered by Owner to the City on or after July 25, 2006, after acceptance of the Improvements for maintenance by the City; and
5. The cost of construction of the Improvements under the provisions of said Municipal Water and Sewer Facilities Act is Three Million Forty-three Thousand Three Hundred Eight Dollars and Sixty-three Cents (\$3,043,308.63) (the "Project Cost"), as detailed on **Exhibit "B"** attached hereto and by this reference incorporated herein, which amount includes without limitation all design, engineering, construction, carrying costs, and construction management and processing fees incurred by or on behalf of the Owner; and
6. The area intended to be served and directly benefited by the Improvements is 580.38 gross acres located within sixty (60) tax parcels (the "Benefited Property"). Of the Benefited Property, the Owner is liable to bear the fair share allocation of the Project Cost as to 411.49 gross acres located within thirty-one (31) tax parcels and other property owners are liable for the fair share allocation of the Project Cost as to 168.89 gross acres located within twenty-nine (29) tax parcels (the "Assessed Property"). The Assessed Property is described in **Exhibit "C"** attached hereto and by this reference incorporated herein. The term "tax parcel" as used in this Agreement means "tax parcel as described on **Exhibit "C"** attached hereto" or

as otherwise described and numbered by the Office of the Pierce County Assessor as of March 31, 2008, regardless whether such parcel subsequently was consolidated or divided; and

7. The City has determined and the Owner has agreed that the fair share allocation of the Project Cost is described in this Agreement and is set forth as to each tax parcel on **Exhibit "D"** attached hereto and by this reference incorporated herein (the "Fair Pro Rata Share"), to be collected from the owner or owners of any portion of the Assessed Property upon the first to occur of either the date that such owner records a final plat, binding site plan, or condominium declaration relating to the lot, tract, or parcel in the real property records of Pierce County or the date the owner taps into or connects to the City's water system; and

8. The City and Owner desire and intend by this Agreement to provide for collection of the Fair Pro Rata Share from the owners of the Assessed Property, 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 Improvements 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 Assessed 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:

AGREEMENT

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

B. Owner warrants that it has conveyed to the City ownership of the Improvements described in **Exhibit "A,"** that it has neither permitted nor suffered any person or other entity to tap into or connect to said Improvements prior to the date of this Agreement, that the Fair Pro Rata Share is to be assessed against the owner of each parcel within the Assessed Property who taps into or connects to the City's water system, and does further warrant that there are no persons, firms, or corporations who have filed or have the right to file a lien against the Improvements pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed that have been satisfied. In the event that any lien or other claim against said Improvements is asserted, 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 Fair Pro Rata Share funds then or thereafter deposited with it pursuant to this Agreement.

C. The City has accepted and hereby agrees to maintain the Improvements as part of its water system and further agrees to collect the Fair Pro Rata Share from the owners of the Assessed Property who tap into or use the same, and the Fair Pro Rata Share of the Improvements shall be conclusively presumed to be a fair pro rata charge against the Assessed Property. Each owner of any lot, tract, or parcel within the Assessed Property shall pay the City its Fair Pro Rata Share upon the first to occur of either the date that such owner records a final plat, binding site plan, or condominium declaration relating to the lot, tract, or parcel in the real property records of Pierce County or the date the owner taps into or connects to the City's water system. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from the City's water system and in addition to the Fair Pro Rata Share agreed to be collected by the City in this paragraph, a sum equal to five percent (5%) of the Fair Pro Rata Share, to be collected from owners of the Assessed Property, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

D. The Project Cost for the Improvements, including costs eligible for reimbursement under this Agreement, is itemized on **Exhibit "B"** attached hereto. The Fair Pro Rata Share latecomer's assessment for tax parcels within the Assessed Property is set forth on **Exhibit "D"** attached hereto and shall be based upon the following formula:

The Fair Pro Rata Share assessment for each parcel is the current estimated gallons per day used by the parcel upon completion of development of the parcel, as set forth on Exhibit D, divided by the total estimated gallons per day used by all of the Assessed Property (391,085 gallons per day) upon completion of development, multiplied by the Project Cost (\$3,043,308.63).

For example, if the current estimated gallons per day to be used by a parcel upon completion of development of the parcel is 5,700, then 5,700 divided by 391,085 equals 0.014574837, multiplied by \$3,043,308.63 equals a Fair Pro Rata Share assessment of \$44,355.73.

The current estimated gallons per day used by the parcel upon completion of development of the parcel, as set forth on Exhibit D, is calculated as follows:

(1) Completed Developments. As to parcels on which development is complete as of the making of this Agreement, the current estimated gallons per day used by the parcel is based on the actual average daily use of water during the peak two-month period, except that where the development has been completed and in use for less than twelve months, the higher of the actual average daily use of water during the peak two-month period or the current estimated gallons per day using the formula for Future Nonresidential, Non-hospital Developments described below was used.

(2) Future Residential Developments. As to parcels on which development is not complete as of the making of this Agreement, if the highest and best use of the parcel is residential based on current zoning regulations and other factors, then the current estimated gallons per day used by the parcel is based on the net usable area of the parcel, in acres, multiplied by the current estimated number of dwelling units per acre upon completion of development of the parcel, multiplied by the current estimated number of persons per dwelling unit, multiplied by the current estimated rate of water use per person per day, in gallons.

(3) Future Hospital Developments. As to parcels on which development is not complete as of the making of this Agreement, if the highest and best use of the parcel is hospital based on current zoning regulations and other factors, then the current estimated gallons per day used by the parcel is based on the current estimated number of hospital beds within the parcel, multiplied by the current estimated rate of water use per hospital bed per day, in gallons.

(4) Future Nonresidential, Non-hospital Developments. As to parcels on which development is not complete as of the making of this Agreement, if the highest and best use of the parcel is nonresidential and non-hospital based on current zoning regulations and other factors, then the current estimated gallons per day used by the parcel is based on the net usable area of the parcel, in acres, multiplied by the current estimated number of persons per acre upon completion of development of the parcel, multiplied by the current estimated rate of water use per person per day, in gallons.

The Owner's share of the Project Cost is \$2,393,267.40 based upon the formula described above. The Fair Pro Rata Share of the Project Cost allocated to the Assessed Property is \$650,041.23. The Fair Pro Rata Share for each lot, tract, or parcel within the Assessed Property shall be based upon the formula described above. The Fair Pro Rata Share for each tax parcel within the Assessed Property is set forth on "Exhibit D" attached hereto and by this reference incorporated herein. . The parties acknowledge that on "Exhibit D" certain tax parcels, which were subdivided from former tax parcel number 0222303002, have been aggregated under the names of the two (2) current or former owners of such tax parcels which the Owner expects to pay the Fair Pro Rata Share on behalf of all current owners of such tax parcels, but that "Exhibit D" may in the future be amended to identify as the owners of such tax parcels the current (and not the former) owners of such tax parcels.

E. The City shall pay to the Owner the sums agreed by the City to be collected under this Agreement 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. Every two (2) years after the effective date of this Agreement, the Owner shall provide the City with information regarding the current name, address, and telephone number of the Owner. If the Owner shall fail to comply with the notification requirements of this section within sixty (60) days after the specified time, then the City may collect and retain any reimbursements owed to

the Owner under this Agreement. Such funds shall be deposited in the capital fund of the City. The City shall not be responsible for locating the Owner or any successors or assigns.

F. The Owner agrees to indemnify and hold the City harmless from any liability for damages of any kind or nature whatsoever arising out of claims filed against the City as the result of any action taken by the City or the Owner pursuant to this Agreement and shall defend the City whenever the City is named in a lawsuit in which this Agreement is at issue and pay all costs of such defense, including but not limited to attorneys' fees and expert witness fees, except to the extent that the acts or omissions of the City, its officers, officials, employees, representatives and agents, constitute negligence or intentional misconduct. At the City's option, the City may elect to be defended in any such litigation by the City Attorney's Office, and in such event the Owner agrees to reimburse the City for all costs of such defense, including attorneys' fees and expert witness fees. In addition, the Owner hereby agrees to release, indemnify, defend and hold the City, its officials, officers, 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 Assessed Properties or the amount of such Assessment is in error or does not amount to a fair pro rata charge.

The Owner agrees that the City shall not be liable for money damages to the Owner for failing to collect any Fair Pro Rata Share called for by the terms of this Agreement and shall not be obligated to make any payment to Owners until the Fair Pro Rata Share actually has been received by the City. If the City shall fail to collect the Fair Pro Rata Share from any owner of any lot, tract, or parcel within the Assessed Property who subsequently taps into or uses the Improvements, then the Owner may at its option collect the Fair Pro Rata Share from the owner, in which case the City shall not collect either the Fair Pro Rata Share or the administrative fee described in Section C above.

G. 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 timely 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 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.

H. The City agrees not to allow an Owner or other user of any portion of the Assessed Property to tap into, connect to, or use the City's water system without such owner or user having first paid the Fair Pro Rata Share to the City.

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 Fair Pro Rata Share herein provided and upon the designation and description of the Assessed Properties set forth in **Exhibit "C"** attached hereto.

J. This Agreement shall become operative immediately after recording with the Auditor of Pierce County, 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 Improvements shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's water system, such determination of uselessness to be in the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner the Fair Pro Rata Share 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:
City of Gig Harbor
Attn: City Engineer
3510 Grandview Street
Gig Harbor, WA 98335

Owner:
OPG Properties LLC
Attn: President
19245 Tenth Avenue N.E.
Poulsbo, WA 98370

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

OPG PROPERTIES LLC

By: Charles J. Anderson
Its Mayor

By: Jon Rose
Its President

ATTEST:

By: Molly M. Dowd
City Clerk

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: Amy S. Wilborn

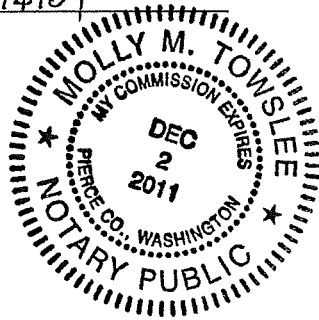
EXHIBITS:

- A - Description of Improvements
- B - Project Cost Detail
- C - Legal Description of Assessed Property
- D - Fair Pro Rata Share Project Cost Allocation

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: 4/14/09



Molly M Towslee
NOTARY PUBLIC, State of Washington,
Print Name: Molly M. Towslee
Residing at: Gig Harbor
My Commission expires: 12/2/2011

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that JON ROSE 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 President of OPG PROPERTIES LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/11/09



Sarah Steffen
NOTARY
PUBLIC, State of Washington
Print Name: SARAH J. STEFFEN
Residing at: POULSON, WA
My Commission expires: 12/15/2010

**EXHIBIT A
DESCRIPTION OF IMPROVEMENTS**

1. 2.3-million-gallon ground supported standpipe water reservoir located on Harbor Hill, Gig Harbor, Washington, and
2. 16-inch diameter water line extension of 4,800 feet in length, connecting to existing City water main on Borgen Boulevard, Gig Harbor, Washington.

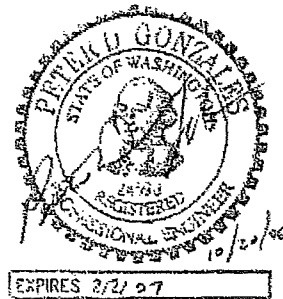
**EXHIBIT B
PROJECT COST DETAIL**

Water System Development Cost Summary

<u>Paid To:</u>	<u>Description:</u>	<u>Amount:</u>
Apex Engineering	Stake Tank Foundation	962.00
City of Gig Harbor	Tank Permit Fees	19,428.65
City of Gig Harbor	Tank Access Road Permit Fees	6,639.00
DEA	Tank Site Survey	11,035.00
DEA	Tank Access Survey	7,388.00
DEA	Access Road Water Main Design	28,091.50
DEA	Water Tank/Lines Bid Set	10,655.00
DEA	Water Tank Siting Assistance	8,442.50
HDR	Water Tank Design	84,232.81
HDR	Water Line Design	13,846.26
HDR	Water Tank Sizing	12,655.81
HDR	Tank Construction Management	54,989.26
Parker Smith Feak	Tank Maint. Bond	6,238.00
Parker Smith Feak	Tank Access Rd. Maint. Bond	1,067.00
PenLight	Power Service to tank	3,919.90
Pyramid	Water Tank Permitting Coord.	4,110.00
Pyramid	Water Tank Power Coordination	5,190.00
Pyramid	Water Tank Easement Prep	1,740.00
Pyramid	Latecomers Agreement Prep	510.00
Pyramid	Water Main As-built Preparation	1,050.00
T Bailey Inc.	Water Tank Construction	2,252,510.59
Tucci	Tank Access Road/Water Main Construction	508,209.55
Total		3,043,308.63

Notes:

1. Copies of actual invoices available upon request.



Peter D. Gonzales, P.E.
Pyramid Engineering, LLC

EXHIBIT C
LEGAL DESCRIPTION OF ASSESSED PROPERTY

No. 1 - Parcel No. 0122254090

Swede Hill LLC

That portion of the Southeast Quarter of Section 25, Township 22 North, Range 1 East of the W.M. described by the Record of Survey recorded under recording number 200507215004, Records of Pierce County, Washington.

No. 4 - Parcel No. 0222303002

United Western Development Inc. and Quadrant Corp.

The East half of Southeast Quarter of Southwest Quarter of Section 30, Township 22 North, Range 2 East of W.M., excluding Borgen Boulevard, in Pierce County, Washington

**Quadrant Corporation portion includes lots 32, 35, 37-38, 40-44, 67-70, 81, 89, 100, 105, 114-116, and 120 of the subsequently recorded plat of The Ridge at Gig Harbor.

No. 9 - Parcel No. 0122254073

Gig Harbor North Annex LLC

That portion of the following described property lying westerly of the westerly line of the Tacoma-Lake Cushman transmission line right of way:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;

Thence North 01° 48' 52" East 660 feet;

Thence North 88° 01' 08" West 533.63 feet;

Thence South 31° 29' West 34.46 feet;

Thence North 88° 01' 08" West 188.04 feet to east line of tract conveyed to A.T. Snow and Marguerite Snow by Warranty Deed dated November 23, 1960 under Recording Number 1907316;

Thence South along said east line to southeast corner thereof;

Thence North 88° 01' 08" West to Easterly line of widened State Highway No. 14;

Thence southeasterly along said easterly line to south line of Section;

Thence along said south line east to beginning;

Except 100 foot right of way as appropriated by the City of Tacoma in Pierce County Superior Court Cause Number 51234.

Except the following described property:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M.;

Thence North 87° 24' 49" West along the south line of said section 717.00 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on

Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road for relinquishment to Pierce County;

Thence North 40° 04' 24" West along said frontage road line 192.83 feet to the True Point of Beginning;

Thence North 50° 53' 03" East 194.52 feet;

Thence North 04° 57' 18" East 103.76 feet;

Thence North 84° 02' 16" West 143.68 feet;

Thence South 63° 35' 31" West 112.21 feet;

Thence South 88° 45' 55" West 72.32 feet to the northeasterly line of said frontage road being a curve having a radius of 340 feet with said radius bearing North 57° 16' 11" East;

Thence southeasterly along said curve 43.57 feet;

Thence South 40° 04' 24" East 201.90 feet to the True Point of Beginning.

Also except that portion deeded to the State of Washington.

Also except Canterwood Boulevard NW.

Also except the following described property:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;

Thence North 87° 24' 49" West along the south line of said section 534.06 feet to the True Point of Beginning;

Thence North 87° 24' 49" West 182.94 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road, for relinquishment to Pierce County;

Thence North 40° 04' 24" West along said frontage road line 192.83 feet;

Thence North 50° 53' 03" East 194.52 feet;

Thence South 29° 14' 49" East 319.23 feet to the True Point of Beginning.

Also except that portion deeded to the State of Washington.

Also except Canterwood Boulevard NW.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

No. 10 - Parcel No. 0122254051

Gig Harbor North Annex LLC

Commencing at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;

Thence North 01° 48' 52" East 660 feet;

Thence North 88° 01' 08" West 533.63 feet;

Thence South 31° 29' West 34.46 feet;

Thence North 88° 01' 08" West 188.04 feet;

Thence North 01° 59' East for a distance of 30 feet, being the True Point of Beginning;

Thence North 88° 01' 08" West 576.80 feet;

Thence South 01° 48' 58" West 209 feet;

Thence South 88° 01' 08" East 576.80 feet;

Thence North to the True Point of Beginning.

Except that portion deeded to Buchanan Lumber Company for road under Recording Number 1923631.

Also except that portion deeded to the State of Washington.

No. 11 - Parcel No. 0122254072

Gig Harbor North Annex LLC

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;

Thence North 87° 24' 49" West along the south line of said section 717.00 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road, for relinquishment to Pierce County;

Thence North 40° 04' 24" West along said frontage road line 192.83 feet to the True Point of Beginning;

Thence North 50° 53' 03" East 194.52 feet;

Thence North 04° 57' 18" East 103.76 feet;

Thence North 84° 02' 16" West 143.68 feet;

Thence South 63° 35' 31" West 112.21 feet;

Thence South 88° 45' 55" West 72.32 feet to the northeasterly line of said frontage road being a curve having a radius of 340 feet with said radius bearing North 57° 16' 11" East;

Thence southeasterly along said curve 43.57 feet;

Thence South 40° 04' 24" East 201.90 feet to the True Point of Beginning.

Except that portion thereof deeded to the State of Washington.

Also except Canterwood Boulevard NW.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

Together with the following described parcel:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;

Thence North 87° 24' 49" West along the south line of said section 534.06 feet to the True Point of Beginning;

Thence North 87° 24' 49" West 182.94 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road, for relinquishment to Pierce County;

Thence North 40° 04' 24" West along said frontage road line 192.83 feet;

Thence North 50° 53' 03" East 194.52 feet;

Thence South 29° 14' 49" East 319.23 feet to the True Point of Beginning.

Except that portion thereof deeded to the State of Washington.

Also except Canterwood Boulevard NW.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

No. 36 - Parcel No. 0222312029

McCormick Creek LLC

The North 330 feet of the West half of the Southeast Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M., except the North 60 feet thereof.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

No. 37 - Parcel No. 0222312027

McCormick Creek LLC

The North 80 feet of that portion of the North half of the Southwest Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M. lying Easterly of the City of Tacoma's Lake Cushman Electric Power Line Right of Way. And The North 60 feet of the North 330 feet of the West half of the Southeast Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

No. 38 - Parcel No. 0222312028

McCormick Creek LLC

That portion of the North half of the Southwest Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M. lying Easterly of the City of Tacoma's Lake Cushman Electric Power Line Right of Way, except the North 80 feet thereof. Situate in the City of Gig Harbor, County of Pierce, State of Washington.

No. 39 - Parcel No. 0222316001

Loretta Laramore

Lot 1 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

No. 40 - Parcel No. 0222316002

Loretta Laramore

Lot 2 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

No. 41 - Parcel No. 0222316003

Loretta Laramore

Lot 3 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

No. 42 - Parcel No. 0222316004

Loretta Laramore

Lot 4 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

No. 43 - Parcel No. 0222312023

McCormick Creek LLC

That portion of the South half of the Southwest Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M. lying Easterly of the City of Tacoma's Lake Cushman Electric Power Line Right of Way. And All that portion of Government Lot 3 of Section 31, Township 22 North, Range 2 East of the W.M., described as follows:

Commencing at the Northeast corner of said Government Lot 3 of Section 31, Township 22 North, Range 2 East of the W.M.; Thence South $01^{\circ}10'40''$ West along the East line of Government Lot 3, 496.36 feet to a point 833.20 feet North of the Southeast corner of said Government Lot 3, thence North $88^{\circ}20'24''$ West 378.94 feet to a point on the easterly Right of Way line of Tacoma-Lake Cushman Transmission Line; thence North $13^{\circ}26'07''$ West along said Easterly Right of Way Line 514.56 feet to a point on the East-West Centerline of said Section 31, thence along said East-West Centerline South $88^{\circ}17'17''$ East 508.77 feet to the point of beginning.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

No. 48 - Parcel No. 0222313023

McCormick Creek LLC

The North 300 feet of the South 900 feet of the West half of the Northeast Quarter of the Southwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M., in Pierce County, Washington.

No. 49 - Parcel No. 0222313044

Gig Harbor Sportsman's Club

Parcel "A" The East half of the Northeast quarter of the Southwest Quarter in Section 31, Township 22 North, Range 2 East of the Willamette Meridian. Except the North half of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section.

Situate in the County of Pierce, State of Washington.

Parcel "B" That portion of the East half of the Southeast Quarter of the Southwest Quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian, lying East of the Gig Harbor Longbranch Highway. Except the South 660 feet thereof.

Situate in the County of Pierce, State of Washington.

Parcel "C" That portion of the West 50 feet of the North 330 feet of the South 660 feet of the East half of the Southeast Quarter of the Southwest Quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian lying East of the Gig Harbor Longbranch Highway.

Situate in the County of Pierce, State of Washington.

Parcel "D" The Southwest Quarter of the Southeast Quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian. Except the South 550 feet thereof. Also except the East 990 feet thereof.

Situate in the County of Pierce, State of Washington.

No. 50 - Parcel No. 0222314016

Gig Harbor Sportsman's Club

The South half of the West half of the West half of the Northwest quarter of the Southeast quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian. Subject to and together with easements, conditions and/or restrictions of record.

Situate in the County of Pierce, State of Washington.

No. 52 - Parcel No. 0222313008

McCormick Creek LLC

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWESTERLY QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 02 EAST LYING EASTERLY OF THE GIG HARBOR - LONGBRANCH HIGHWAY AND WESTERLY OF THE CITY OF TACOMA TRANSMISSION LINE RIGHT OF WAY.

No. 53 - Parcel No. 0222313069

Cobean-Burnham Drive LLC

PARCEL "A" OF BOUNDARY LINE ADJUSTMENT 2006-12-07-5006 DESCRIBED AS

FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 3 THENCE ALONG THE EAST LINE OF SAID LOT 833.20 FEET, THENCE N 88° 36' 08" W 371.29 FEET TO THE EASTERLY RIGHT OF WAY OF THE TACOMA CITY LIGHT TRANSMISSION LINE RIGHT OF WAY, THENCE S 13° 41' 08" E ALONG SAID RIGHT OF WAY LINE 789.90 FEET TO THE NORTHERLY LINE OF GIG HARBOR-LONGBRANCH HIGHWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 686.20 FEET WHOSE RADIUS CENTER BEARS N 44° 11' 30" E, THENCE SOUTHEASTERLY ALONG THE SAID NORTHERLY LINE AND COUNTERCLOCKWISE ALONG SAID CURVE 113.92 FEET THROUGH A CENTRAL ANGLE OF 9° 29' 42" TO THE SOUTH LINE OF SAID GOVERNMENT LOT 3 THENCE EASTERLY ALONG SAID SOUTH LINE 83.30 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THAT PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWESTERLY 1/4 AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST 1/2 THENCE NORTH 63.70 FEET, THENCE EAST 84 FEET, THENCE NORTH 207.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 227 FEET, THENCE CLOCKWISE ALONG SAID CURVE 185.31 FEET THROUGH A CENTRAL ANGLE OF 46° 46' 25", THENCE NORTH 47° 41' 21" E 41.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 173 FEET THENCE COUNTERCLOCKWISE ALONG SAID CURVE 146.55 FEET THROUGH A CENTRAL ANGLE OF 48° 32' 04" TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID WEST 1/2 & THE TERMINUS OF THE LINE DESCRIBED IN THE EASEMENT OF RECORD OUT OF 3-035 & 3-059 SEG 2007-0584 JU 1/18/07JU.

No. 54 - Parcel No. 0222313070

Kotel Point LLC

PARCEL "B" OF BOUNDARY LINE ADJUSTMENT 2006-12-07-5006 FURTHER DESCRIBED AS THE SOUTH 600 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 , EXCEPT THAT PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT THE SOUTHWEST CORNER OF SAID WEST 1/2, THENCE N 63.70 FEET, THENCE E 84 FEET, THENCE N 207.92 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 227 FEET, THENCE CLOCKWISE ALONG SAID CURVE 185.31 FEET THROUGH A CENTRAL ANGLE OF 46° 46' 25" THENCE N47° 41' 21" E 41.26 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 173 FEET, THENCE COUNTERCLOCKWISE ALONG SAID CURVE 146.55 FEET THROUGH A CENTRAL ANGLE OF 48° 32' 04" TO THE NORTH LINE OF THE SOUTH 600 FEET OF SAID WEST 1/2 AND THE TERMINUS OF THE LINE.

No. 55 - Parcel No. 0222313024
Northwest Commons Group LLC

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 02 EAST LYING NORTH OF THE STATE HIGHWAY.

No. 56 - Parcel No. 0222313012
Cobean-Burnham Drive LLC

A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 02 EAST LYING EASTERLY OF OLD STATE HIGHWAY # 14.

No. 57 - Parcel No. 0222313020
Metzdorf Burnham LLC

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31 TOWNSHIP 22 NORTH, RANGE 02 EAST LYING WESTERLY OF THE GIG HARBOR LONGBRANCH COUNTY ROAD AND EASTERLY OF THE RIGHT OF WAY OF THE TACOMA TRANSMISSION LINE EXCEPT THE SOUTH 508.55 FEET THEREOF ACCORDING TO EASEMENTS AND RESERVATIONS OF RECORD; ALSO THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31 TOWNSHIP 22 NORTH, RANGE 02 EAST LYING BETWEEN THE WESTERLY LINE OF THE GIG HARBOR - LONGBRANCH COUNTY ROAD AND THE EASTERLY LINE OF THE RIGHT OF WAY OF THE TACOMA TRANSMISSION LINE.

No. 58 - Parcel No. 0222313027
Ashdan Blake Investments LLC

THE NORTHERLY 100 FEET OF THE FOLLOWING DESCRIBED AREA, COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 02 EAST, THENCE WEST 956.97 FEET TO THE EASTERLY LINE OF THE TACOMA CITY LIGHT POWER LINE RIGHT OF WAY, THENCE ALONG SAID RIGHT OF WAY N 21° 42' W 332.63 FEET TO THE POINT OF BEGINNING; THENCE S 89° 46' E 426.69 FEET TO THE WEST LINE OF GIG HARBOR - LONGBRANCH HIGHWAY, THENCE NORTHERLY ALONG SAID WEST LINE TO THE INTERSECTION OF A LINE PARALLEL WITH THE SOUTH LINE OF THE SECTION AND DRAWN THROUGH A POINT 200 FEET NORTH OF THE POINT OF BEGINNING AS MEASURED AT RIGHT ANGLE OF SECTION LINE, THENCE WEST ALONG SAID LINE TO THE EAST LINE OF THE TACOMA CITY LIGHT POWER LINE RIGHT OF WAY, THENCE SOUTHERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

No. 59 - Parcel No. 0222313018
Dumpman Construction Inc.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION

31, TOWNSHIP 22 NORTH, RANGE 02 EAST, THENCE ALONG THE SECTION LINE N 89° 36' W 956.97 FEET TO THE EASTERLY LINE OF THE TACOMA CITY LIGHT POWER LINE RIGHT OF WAY, THENCE ALONG SAID RIGHT OF WAY N 21° 42' W 332.63 FEET TO THE POINT OF BEGINNING; THENCE S 89° 46' E 426.69 FEET TO THE WEST LINE OF GIG HARBOR – LONGBRANCH ROAD, THENCE NORTHERLY ALONG SAID WEST LINE TO AN INTERSECTION OF A LINE PARALLEL WITH THE SOUTH LINE OF THE SECTION AND DRAWN THROUGH A POINT 200 FEET NORTH AS MEASURED AT RIGHT ANGLES OF THE SECTION LINE OF THE POINT OF BEGINNING, THENCE WEST ALONG SAID LINE TO THE EAST LINE OF THE TACOMA CITY LIGHT POWER LINE RIGHT OF WAY THENCE SOUTHERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING, EXCEPT THE NORTHERLY 100 FEET THEREOF.

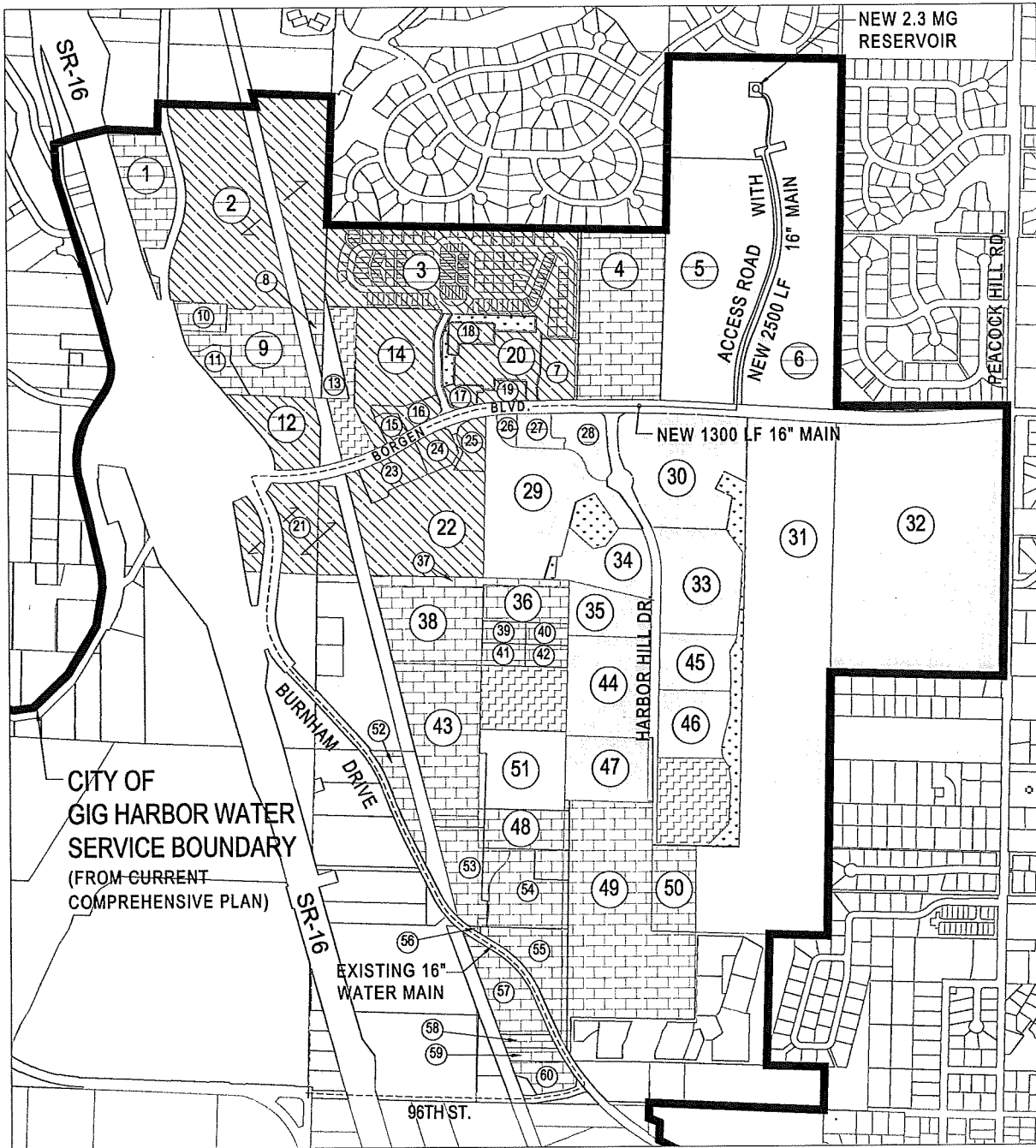
No. 60 - Parcel No. 0222313063

Richard Golden

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST SECTION OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 02 EAST; THENCE N 89° 46' W 964.54 FEET TO THE EASTERLY LINE OF THE TACOMA LAKE CUSHMAN TRANSMISSION LINE RIGHT OF WAY; THENCE N 21° 42' W ALONG SAID RIGHT OF WAY 332.63 FEET TO THE POINT OF BEGINNING; THENCE S 21° 42' E 118.34 FEET, THENCE S 81° 40' E 100 FEET, THENCE S 35° 32' 19" E 150 FEET TO THE NORTH LINE OF 96TH STREET NW, THENCE EASTERLY ALONG SAID NORTH LINE 268 FT, THENCE N 66° E 40 FEET ALONG SAID NORTH LINE, THENCE NORTH ALONG THE NORTH LINE OF 96TH STREET NW TO THE INTERSECTION WITH THE GIG HARBOR - LONGBRANCH COUNTY ROAD, THENCE NORTHWESTERLY ALONG SAID COUNTY ROAD TO THE INTERSECTION OF A LINE S 89° 46' E FROM THE POINT OF BEGINNING, THENCE N 89° 46' W 426.69 FEET TO THE POINT OF BEGINNING.



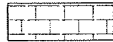
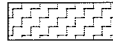

EACH PARCEL LEGALLY DESCRIBED ON EXHIBIT C IS GRAPHICALLY DEPICTED ON THE FOLLOWING DRAWING AND BEARS THE SAME NUMBER ON BOTH. FOR EXAMPLE, THE GRAPHICAL DEPICTION BELOW OF PARCEL "NO. 1" ON EXHIBIT C BEARS THE NUMBER "1" WITHIN A CIRCLE BELOW. NOTWITHSTANDING, NO WARRANTY IS MADE AS TO THE ACCURACY OF THIS DRAWING AND IT SHALL NOT ALTER OR MODIFY THE OTHER TERMS OF THE AGREEMENT.

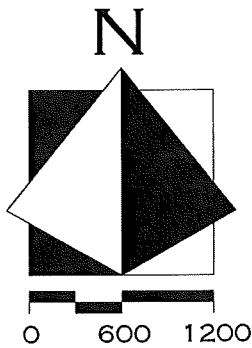
[See attached page.]



CITY OF GIG HARBOR WATER SERVICE BOUNDARY (FROM CURRENT COMPREHENSIVE PLAN)

LEGEND

-  OWNED BY HARBOR HILL
-  ASSESSMENT PAID BY HARBOR HILL UNDER PRIOR AGREEMENT
-  PARCELS
-  REGIONAL DRAINAGE CONTROL FACILITIES
-  WETLAND/OPEN SPACE TRACTS



LATECOMERS COVERAGE AREA

03/11/09

**EXHIBIT D
FAIR PRO RATA SHARES**

[See attached page.]

**EXHIBIT D
GIG HARBOR NORTH WATER RESERVOIR
LATECOMER AGREEMENT ASSESSMENT COMPUTATION**

		Estimated Average Gallons per Day per WSDOH Guidelines (Historical Peak Averages Used where applicable)											
PARCEL	TAX PARCEL	OWNER	ZONE	GROSS AREA	NET USABLE AREA (Ac.)	DWELLING UNITS PER ACRE OR TOTAL BEDS	PERSONS PER UNIT or Acre	WATER USE RATE (GPCD)	GALLONS USED PER DAY	FAIR SHARE CALCULATION	OPG Allocation	Assessed Property Allocation	
1	0122254090	Swede Hill LLC	B-2	7.60	3.60	N/A	30.00	25.00	2,700	\$ 21,010.62	N/A	\$ 21,010.62	
2	0122254083	Franciscan Health System West	Hospital	37.73	N/A	80.00	N/A	400.00	32,000	\$ 249,014.76	\$ 249,014.76	N/A	
3	0222303010	Little Boat North Inc. (subdivided)	RMD	29.28	23.00	8.00	1.94	70.00	24,987	\$ 194,443.17	\$ 194,443.17	N/A	
4	0222303002 (ptn)	United Western Development Inc	RMD	15.58	12.38	8.00	1.94	70.00	13,444	\$ 104,618.88	N/A	\$ 104,618.88	
4	0222303002 (ptn)	Quadrant Corp.	RMD	3.3	2.63	8.00	1.94	70.00	2,852	\$ 22,191.88	N/A	\$ 22,191.88	
5	0222304000	OPG Properties LLC (North RMD)	RMD	29.42	29.42	8.00	1.94	70.00	31,962	\$ 248,718.18	\$ 248,718.18	N/A	
6	0222304000	OPG Properties LLC (North RLD)	RLD	49.04	49.04	4.00	2.40	70.00	32,955	\$ 256,445.36	\$ 256,445.36	N/A	
7	0222303011	SHDP Assoc LLC & Capital Management Group Inc.	BP	2.54	2.04	N/A	30.00	25.00	1,526	\$ 11,878.47	\$ 11,878.47	N/A	
8	0122254074	Gig Harbor North Annex LLC	RB-2	0.74	0.00	N/A	30.00	25.00	0	\$ -	N/A	\$ -	
9	0122254073	Gig Harbor North Annex LLC	RB-2	9.02	0.47	N/A	30.00	25.00	353	\$ 2,743.05	N/A	\$ 2,743.05	
10	0122254051	Gig Harbor North Annex LLC	RB-2	1.68	0.65	N/A	30.00	25.00	488	\$ 3,793.58	N/A	\$ 3,793.58	
11	0122254072	Gig Harbor North Annex LLC	RB-2	2.00	0.15	N/A	30.00	25.00	113	\$ 875.44	N/A	\$ 875.44	
12	0122361075	SHDP Assoc LLC & Capital Management Group Inc.	BP	5.95	2.98	N/A	30.00	25.00	2,231	\$ 17,362.94	\$ 17,362.94	N/A	
13	0222303003	Tacoma City Light	RB-2	1.09	0.00	N/A	0.00	0.00	0	\$ -	\$ -	N/A	
14	4002060011	Target Corporation	C	10.76	Avg Daily Use over peak 2 month period				2,926	\$ 22,769.29	\$ 22,769.29	N/A	
15	4002060060	Gig Harbor North LLC (Washington Mutual)	C	0.80	Avg Daily Use over peak 2 month period				772	\$ 6,007.48	\$ 6,007.48	N/A	
16	4002060050	Gig Harbor North LLC (Retail Bldg "C")	C	1.51	Avg Daily Use over peak 2 month period				2,281	\$ 17,750.08	\$ 17,750.08	N/A	
17	4002060070	Gig Harbor North LLC (Key Bank)	C	0.91	Avg Daily Use over peak 2 month period				49	\$ 381.30	\$ 381.30	N/A	
18	4002060030	Gig Harbor North LLC (Retail Bldg "A")	C	1.42	Avg Daily Use over peak 2 month period				6,082	\$ 47,328.37	\$ 47,328.37	N/A	
19	4002060040	Gig Harbor North LLC (Retail Bldg "B")	C	1.11	Avg Daily Use over peak 2 month period				1,937	\$ 15,073.17	\$ 15,073.17	N/A	
20	4002060020	New Albertsons, Inc	C	5.43	Avg Daily Use over peak 2 month period				5,735	\$ 44,628.11	\$ 44,628.11	N/A	
21	0122361073	City of Gig Harbor	BP	10.49	0.00	N/A	N/A	N/A	0	\$ -	\$ -	N/A	
22	4002070041	HD Development of Maryland, Inc. (Home Depot)	C	16.00	Avg Daily Use over peak 2 month period				5,107	\$ 39,741.20	\$ 39,741.20	N/A	
23	4002070010	Gig Harbor South LLC (Office Depot & Petco)	C	2.70	Avg Daily Use over peak 2 month period				1,312	\$ 10,209.61	\$ 10,209.61	N/A	
24	4002070020	Gig Harbor South LLC (Pier 1 Imports)	C	1.66	Avg Daily Use over peak 2 month period				197	\$ 1,533.00	\$ 1,533.00	N/A	
25	4002070030	Gig Harbor South LLC (McDonald Corporation)	C	1.81	Avg Daily Use over peak 2 month period				2,934	\$ 22,831.54	\$ 22,831.54	N/A	
26	4002520010	Northwest Capital Investors LLC	C	0.72	0.58	N/A	30.00	25.00	432	\$ 3,361.70	\$ 3,361.70	N/A	
27	4002520020	Northwest Capital Investors LLC	C	1.77	1.42	N/A	30.00	25.00	1,062	\$ 8,264.18	\$ 8,264.18	N/A	
28	4002520030	Northwest Capital Investors LLC	C	3.46	2.77	N/A	30.00	25.00	2,076	\$ 16,154.83	\$ 16,154.83	N/A	
29	4002520040	Costco Wholesale Corporation	C	17.49	13.99	N/A	30.00	25.00	10,494	\$ 81,661.28	\$ 81,661.28	N/A	
30	4002470060	Harbor Hill LLC - Lot 6	BP	16.06	12.85	N/A	30.00	25.00	9,636	\$ 74,984.57	\$ 74,984.57	N/A	
31	0222311009	OPG Properties	RLD	65.67	65.67	4.00	2.40	70.00	44,130	\$ 343,408.76	\$ 343,408.76	N/A	
32	0222311000	OPG Properties	RLD	55.88	55.88	4.00	2.40	70.00	37,551	\$ 292,213.84	\$ 292,213.84	N/A	
33	4002470051	Harbor Hill LLC - Lot 5	BP	11.30	9.04	N/A	30.00	25.00	6,780	\$ 52,760.00	\$ 52,760.00	N/A	
34	4002470011	Harbor Hill LLC - Lot 1A	BP	6.41	5.13	N/A	30.00	25.00	3,846	\$ 29,928.46	\$ 29,928.46	N/A	
35	4002470012	Harbor Hill LLC - Lot 1B	BP	5.07	4.06	N/A	30.00	25.00	3,042	\$ 23,671.97	\$ 23,671.97	N/A	
36	0222312029	McCormick Creek LLC	R-1/MUD	4.00	3.73	4.00	2.40	70.00	2,507	\$ 19,505.33	N/A	\$ 19,505.33	
37	0222312027	McCormick Creek LLC	R-1/MUD	2.48	2.31	4.00	2.40	70.00	1,552	\$ 12,079.71	N/A	\$ 12,079.71	
38	0222312028	McCormick Creek LLC	R-1/MUD	10.45	9.73	4.00	2.40	70.00	6,539	\$ 50,881.19	N/A	\$ 50,881.19	

**EXHIBIT D
GIG HARBOR NORTH WATER RESERVOIR
LATECOMER AGREEMENT ASSESSMENT COMPUTATION**

PARCEL	TAX PARCEL NUMBER	OWNER	ZONE or Use	GROSS AREA (Acres)	NET USABLE AREA (Ac.)	DWELLING UNITS PER ACRE OR TOTAL BEDS	PERSONS PER UNIT or Acre	WATER USE RATE (GPCD)	GALLONS USED PER DAY	FAIR SHARE CALCULATION	OPG Allocation	Assessed Property Allocation
39	0222316001	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 5,882.97	N/A	\$ 5,882.97
40	0222316002	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 5,882.97	N/A	\$ 5,882.97
41	0222316003	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 5,882.97	N/A	\$ 5,882.97
42	0222316004	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 5,882.97	N/A	\$ 5,882.97
43	0222312023	McCormick Creek LLC	R-1/MUD	15.30	14.25	4.00	2.40	70.00	9,576	\$ 74,517.67	N/A	\$ 74,517.67
44	4002470020	YMCA of Tacoma-Pierce County	BP	11.00	Avg Daily Use over peak 2 month period				22,353	\$ 173,944.59	\$ 173,944.59	N/A
45	4002470041	Harbor Hill LLC - Lot 4B	BP	5.34	4.27	N/A	30.00	25.00	3,204	\$ 24,932.60	\$ 24,932.60	N/A
46	4002470042	Intl. Church Foursquare Gospel	BP	6.18	4.94	N/A	30.00	25.00	3,708	\$ 28,854.58	\$ 28,854.58	N/A
47	4002470030	Harbor Hill LLC - Lot 3	BP	7.07	5.66	N/A	30.00	25.00	4,242	\$ 33,010.02	\$ 33,010.02	N/A
48	0222313023	McCormick Creek LLC	R-1/MUD	4.55	4.24	4.00	2.40	70.00	2,849	\$ 22,172.27	N/A	\$ 22,172.27
49	0222313044	Gig Harbor Sportsman's Club	R-1/MUD	30.36	27.32	4.00	2.40	70.00	18,362	\$ 142,885.66	N/A	\$ 142,885.66
50	0222314016	Gig Harbor Sportsman's Club	R-1/MUD	5.00	4.50	4.00	2.40	70.00	3,024	\$ 23,531.89	N/A	\$ 23,531.89
51	0222312013	Gig Harbor Little League Assoc.	PI	9.11	0.00	N/A	N/A	N/A	N/A	\$ -	N/A	N/A
52	0222313008	McCormick Creek LLC	R-1/MUD	2.40	0.00	4.00	2.40	70.00	0	\$ -	N/A	\$ -
53	0222313069	Cobean-Burnham Drive LLC	R-1/MUD	6.57	4.95	4.00	2.40	70.00	3,326	\$ 25,885.08	N/A	\$ 25,885.08
54	0222313070	Kotel Point LLC	R-1/MUD	7.56	7.04	4.00	2.40	70.00	4,731	\$ 36,814.34	N/A	\$ 36,814.34
55	0222313024	Northwest Commons Group LLC	R-1/MUD	5.17	4.65	4.00	2.40	70.00	3,127	\$ 24,331.98	N/A	\$ 24,331.98
56	0222313012	Cobean-Burnham Drive LLC	R-1/MUD	0.02	0.00	4.00	2.40	70.00	0	\$ -	N/A	\$ -
57	0222313020	Metzdorf Burnham LLC	R-2/MUD	5.44	2.85	6.00	2.40	70.00	2,873	\$ 22,355.30	N/A	\$ 22,355.30
58	0222313027	Ashdan Blake Investments LLC	R-2/MUD	0.92	0.43	6.00	2.40	70.00	433	\$ 3,372.90	N/A	\$ 3,372.90
59	0222313018	Dumpman Construction Inc.	R-2/MUD	0.92	0.30	6.00	2.40	70.00	302	\$ 2,353.19	N/A	\$ 2,353.19
60	0222313063	Golden, Richard	R-2/MUD	2.14	1.35	6.00	2.40	70.00	1,361	\$ 10,589.35	N/A	\$ 10,589.35
TOTAL				580.38					391,085	\$ 3,043,308.63	2,393,267.40	650,041.23
Notes												
1. Gross Areas from Assessor-Treasurer information unless otherwise provided.												
2. Net areas are Gross Area minus areas prohibited from development.												
3. Units, People per Acre, and gpcd are from Tank Sizing Calculations by HDR, and based on DOH Guidelines												
4. The Fair Share Factor is the Project Cost (\$3,043,308.63) divided by the estimated total Gallons Per Day (391,085) used by all of the Assessed Property upon completion of development.												
5. OPG Properties LLC and Harbor Hill LLC are affiliated companies. OPG is the "Owner" under the Latecomer Agreement.												
6. Assumes connection of all affected parcels.												
7. GPCD = Gallons Per Capita Per Day												
8. As to Parcel 4, the Quadrant Corporation portion (as subsequently created) are lots 32, 35, 37-38, 40-44, 67-70, 81, 89, 100, 105, 114-116, 120.												