



200107300219
Skagit County Auditor

7/30/2001 Page 1 of 4 3:49:46PM

ISLAND TITLE COMPANY
ACCOMMODATION RECORDING
QA-3704 ✓

Latecomer Agreement No. 2001-1

This Agreement is made and entered into this 30th day of July, 2001, by and between the CITY OF ANACORTES, a municipal corporation, hereafter referred to as "City", and SUNSET COVE DEVELOPMENT L.L.C., hereafter referred to as "Developer";

WHEREAS, the Developer has installed certain improvements which consist of the following:

Construction of a sanitary sewer collector from Sunset Avenue, in a northerly direction to and then along Puget Way, north to serve the Sunset West Development. The sewer extension consisted of approximately 1662 lineal feet of 8" sewer pipe and 7 manholes.

WHEREAS, the improvements have been accepted by the City; and

WHEREAS, the Developer is desirous of entering into a Latecomers Agreement with the City; and

WHEREAS, the City has calculated the proportionate share of the cost of those improvements that should be paid by other properties served by those improvements and,

WHEREAS, the City has agreed to collect said proportionate share of the costs of those improvements before any person shall be allowed to tap into the sewer system covered by the terms of this Latecomer Agreement and return said share to the Developer.

THEREFORE, IT IS AGREED THAT:

- 1) The Developer will provide the City with documentation of costs associated with the construction of said improvements.
- 2) The Developer will provide as-built drawings for all facilities covered under the terms of this Agreement.
- 3) Throughout the terms of the agreement the beneficiary must, in writing, certify annually in January the name(s) and address(s) of the Beneficiary. The City is not responsible for locating any person who may be entitled to benefits for any agreement. Failure to receive

- 4) the annual certification required under this subsection, gives the City absolute right to refuse to make payment under the agreement and money received will then become the sole and exclusive property of the City.
- 5) Payments of the latecomer charge may be made to the City or the developer under the Latecomer Agreement in accordance with the City's rules and terms of this Agreement.
- 6) Payment to the City must be by one lump sum. The City will pay over the amount due the Developer within 60 days of receipt of said payment.
- 7) If payment of the Latecomer Charge is made to someone other than the City, the City will require proof of payment in the form of a release from the Developer. Proof of recording will also be required before any connection to a utility system or acquisition of a building permit will be allowed, as the case may be. The City will not under any circumstances be involved in enforcing private payment arrangements or mediating payment disputes between parties.
- 8) If payment is made and any check is not cashed within six (6) months from date of mailing, then the City will cancel the check and place said sum in the appropriate utility fund.
- 9) No refund shall be collected for any property owned by the Developer and abutting the improvements covered by this Agreement.
- 10) The Developer agrees that any existing dwelling unit abutting the right of way where the improvement is made which was previously served by a city sewer collector line may be connected thereto without payment.
- 11) A latecomer fee will not be collected if a property covered by the terms of this Agreement makes a side sewer connection to a sewer line not constructed under the terms of this Agreement.
- 12) A Latecomer fee is due or collectable only at such time as an actual connection to the sanitary sewer is made.
- 13) The recovery period for this Agreement shall be 10 years, after which the City shall not to collect and/or refund any moneys in regard to this Agreement.
- 14) Execution of this Agreement by the Developer constitutes a waiver and release from all claims and future claims arising from the establishment, administration and enforcement of the Latecomer Agreement.
- 15) The improvements covered by this Agreement are shown on the attached drawing.
- 16) The Latecomers charge is calculated as shown below:

Total Construction Cost	\$132,352.36
Length of Sewer Extension	1,662 Ft.
Percentage of Costs Subject to Latecomer Charges	40%
Per Lot Latecomer Fee	\$6,617.62



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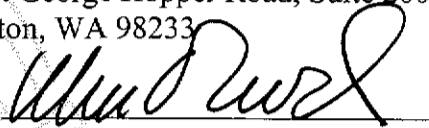
Legal description of property to be assessed Latecomer charges:

Skagit County parcel numbers: P60660, P60638/P60640, P60636, P60630, P60631, P60635, P31553, P31554.

Date at Anacortes, WA this 30 day of July, 2001.

Developer Sunset Cove Development L.L.C.
Address 120 East George Hopper Road, Suite 200
Burlington, WA 98233

Developer's Signature

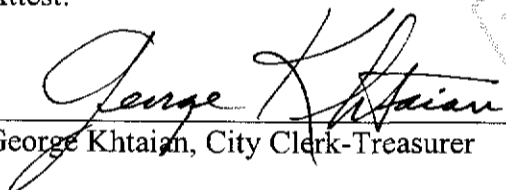


This Agreement accepted by the City Council at it's regular meeting of June 18, 2001.

CITY OF ANACORTES

By: H. Dean Maxwell 7-11-01
H. Dean Maxwell, Mayor

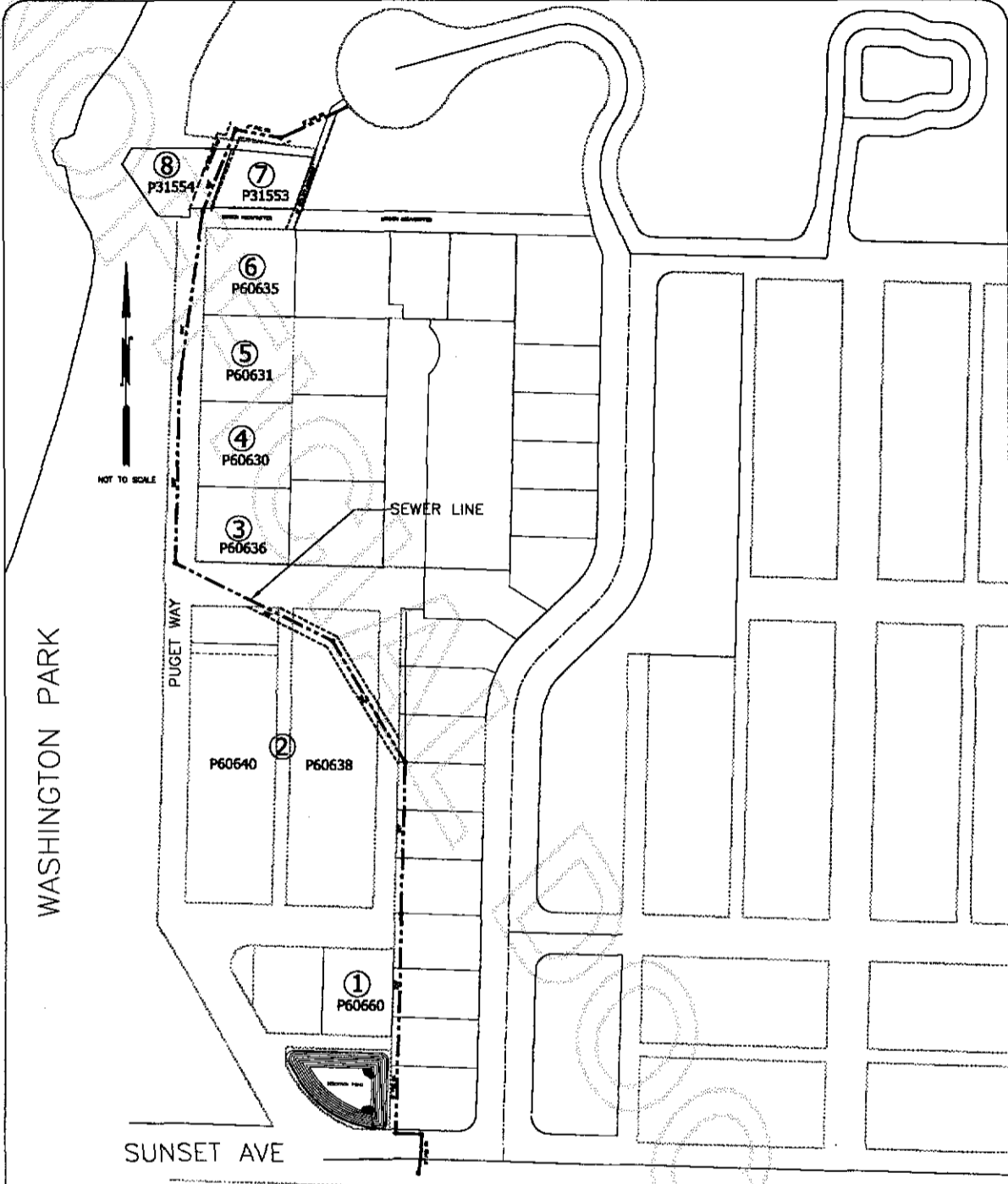
Attest:


George Khtain, City Clerk-Treasurer



200107300219
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7/30/2001 Page 3 of 4 3:44:12PM



SUNSET COVE DEVELOPMENT
 PUGET WAY
 LATECOMER AGREEMENT

REVISED:
 00-00-00
 CREATED BY:
 RNH

DATE: 07-02-01
 COMPUTER NAME: PUGET LATE
 CITY OF ANACORTES ENGR. DEPT.
 904 6TH STREET
 ANACORTES, CA 94003



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