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Skagit County Auditor

11/15/2007 Page 1 of 6 11:13AM

Document Title: LATECOMER'S AGREEMENT  
NO. 2007-0001

Reference Number:

Grantor(s):

additional grantor names on page \_\_\_

1. City of Anacortes
- 2.

Grantee(s):

additional grantee names on page \_\_\_

1. Chaffey Homes Inc
- 2.

Abbreviated legal description:

full legal on page(s) 3

BLOCKS 9 + 10, WOODS ADDITION TO CITY  
OF ANACORTES

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page 3

PL0655	PL0654	PL0648
PL0647	PL0646	PL0645

**LATECOMERS AGREEMENT NO. 2007-0001**

This Agreement is made and entered into this 7 day of November, 2007 by and between the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as "City," and Chaffey Homes, hereinafter referred to as "Developer",

**WHEREAS**, the Developer, as part of The Woods at Sunset Cove development, has installed certain improvements which consist of the following:

Street/Road, Water, Storm Drainage, and Sewer Improvements off Sunset Avenue along Coho Lane and Pacific Avenue, including Geer Lane and Strom Place

**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, namely Parcels P60655, P60654, P60648, P60647, P60646, P60645, as described and illustrated in Exhibit A; and

**WHEREAS**, this Agreement does not make any statement by the City that the lots are buildable; 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 a water or sewer system, or to acquire a building permit in an area covered by the terms of this Latecomer Agreement and return said share to the Developer.

**NOW THEREFORE, IT IS AGREED THAT:**

1. The Developer will provide the City with the documentation of costs associated with the construction of the 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 names(s) and address(es) of the Beneficiary. The City is not responsible for locating any person who may be entitled to benefits for any agreement. Failure to receive the annual certification required under this subsection, give the City absolute right to refuse to make payment under this Agreement and money received may then become the sole and exclusive property of the City.
4. Payments of the latecomer charge may be made to the City of the Developer under the Latecomer Agreement in accordance with the City's rules and terms of this Agreement.
5. Payment to the City must be by one lump sum. The City will pay over the amount due to the Developer within 60 days of receipt of said payment.
6. 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



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involved in enforcing private payment arrangements or mediating payment disputes between parties.

7. 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 or street fund.
8. No refund shall be collected for any property owned by the Developer and abutting the improvements covered by this Agreement.
9. It is agreed by the Developer that any existing dwelling unit abutting the right of way where the improvement is made, which was previously served by the utility or street, may be connected thereto without payment.
10. If a property covered by the terms of this Agreement is served by a utility line or street not constructed under the terms of this Agreement, no latecomer fee will be collected.
11. A Latecomer fee is due or collectable only when an actual connection to a covered utility is made or until an application for a building permit is submitted.
12. The recovery period for this Agreement shall be 10 years, after which the City shall be under no obligation to collect and/or refund any monies in regard to this Agreement.
13. 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.
14. The improvements covered by this Agreement are shown on the attached drawing.
15. The Latecomers charge is calculated as shown on Exhibit B attached.

This Agreement was accepted by the City Council at its regular meeting of October 15, 2007.

DATED in Anacortes, WA this 7 day of November, 2007.

CITY OF ANACORTES

CHAFFEY HOMES

By

H. Dean Maxwell  
H. Dean Maxwell

By

[Signature]  
(signature)

Print Name LAND SLATZ

Title LAND DEVELOPMENT MGR.

ATTEST:

[Signature]

Steve Hoglund  
City Clerk - Treasurer



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**Skagit**  
**Surveyors & Engineers**

Exhibit A to Latecomer Agreement  
Between City of Anacortes and Chaffey Homes  
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806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

LATECOMER LEGAL DESCRIPTIONS  
OF  
BENEFITED PARCELS  
FOR  
ROAD AND UTILITY IMPROVEMENTS  
FOR  
ANACORTES PUBLIC WORKS DEPARTMENT

September 11, 2007

PARCEL 1 - P60655 - Chaffey Homes, Inc. (4 Lots)

Lots 2, 3, 4 and 5, Block 10, WOODS ADDITION TO THE CITY OF ANACORTES, as per the plat recorded in Volume 4 of Plats, page 35, records of Skagit County, Washington.

Requested refund = 4 X \$13,879.65 = \$55,518.60

PARCEL 2 - P60654 - Robert A. Brinkley, Trustee

Lot 1, Block 10, WOODS ADDITION TO THE CITY OF ANACORTES, as per the plat recorded in Volume 4 of Plats, page 35, records of Skagit County, Washington.

Requested refund = \$13,879.65

PARCEL 3 - P60648 - Robert A. Brinkley, Trustee

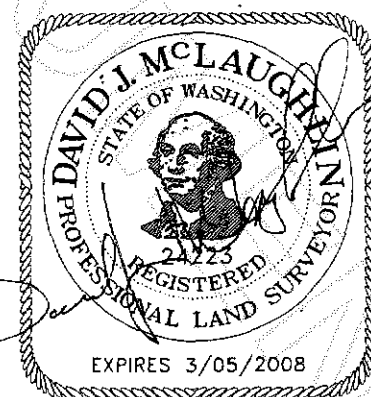
Lot 5, Block 9, WOODS ADDITION TO THE CITY OF ANACORTES, as per the plat recorded in Volume 4 of Plats, page 35, records of Skagit County, Washington.

Requested refund = \$13,879.65

PARCEL 4 - P60647 - Chaffey Homes, Inc.

Lot 4, Block 9, WOODS ADDITION TO THE CITY OF ANACORTES, as per the plat recorded in Volume 4 of Plats, page 35, records of Skagit County, Washington.

Requested refund = \$13,879.65



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**skagit**  
**Surveyors & Engineers**

Exhibit A to Latecomer Agreement  
Between City of Anacortes and Chaffey Homes  
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806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

PARCEL 5 - P60646 - John Firlotte and Marilyn Firlotte, h/w

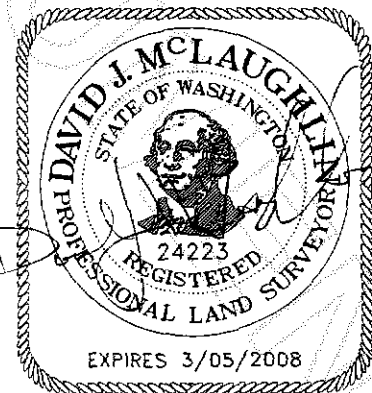
Lot 3, Block 9, WOODS ADDITION TO THE CITY OF ANACORTES, as per the plat recorded in Volume 4 of Plats, page 35, records of Skagit County, Washington.

Requested refund = \$13,879.65

PARCEL 6 - P60645 - Linden E. Beck & Richard S. Sievers

Lot 1, Block 9, WOODS ADDITION TO THE CITY OF ANACORTES, as per the plat recorded in Volume 4 of Plats, page 35, records of Skagit County, Washington.

Requested refund = \$13,879.65



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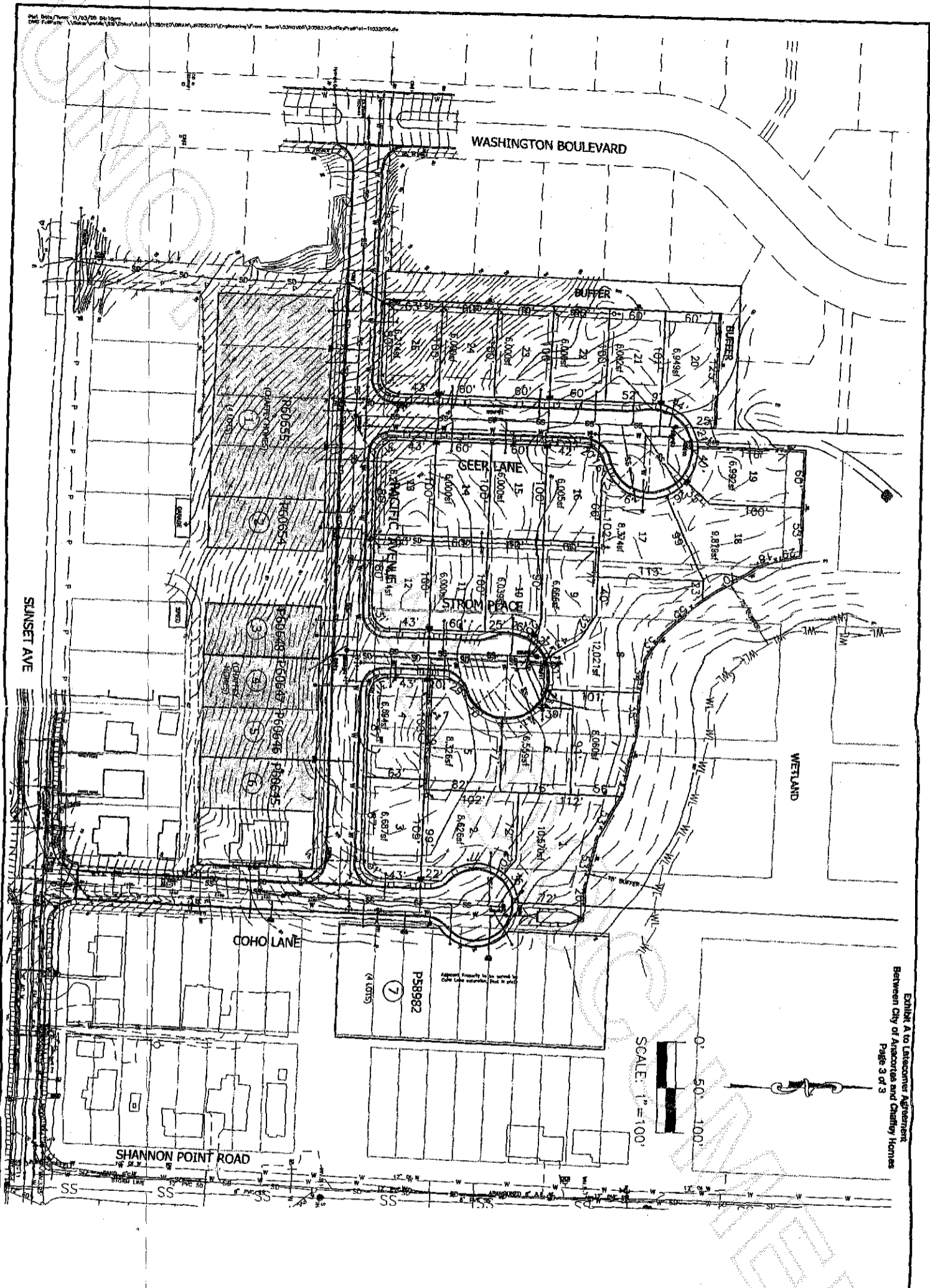


Exhibit A to Latecomer Agreement  
 Between City of Anacortes and Chaffey Homes  
 Page 3 of 3

DWG NAME: 205037ChaffeyPrePlot JOB No.: 205037 DATE: 02/23/2007 SCALE: 1"=100' SHEET No.: 1 of 1	<p><i>The Woods at Pencil Cove</i></p> <p><b>CHAFFEY</b>  <small>COMMERCIAL DEVELOPMENT</small></p> <p><b>LATECOMER AGREEMENT EXHIBIT</b></p>	<p><b>Skagit</b>  <b>Surveyors &amp; Engineers</b></p> <p><small>SKAGIT COUNTY PROFESSIONAL SURVEYORS LICENSE NUMBER 5176990    1000 West 3rd Street, Ste 100, Anacortes, WA 98221-2000    www.skagitsurveyors.com</small></p>	<p><b>SEAL</b></p> <p><small>7/15/07</small></p> <p>CERTIFIED ENGINEER &amp; SPIRIT CONTROL LEAD</p>	CITY PROJECT No.: 05-044-DEV	<table border="1"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	No.	DATE	REVISION	BY																
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