

9610040046

LATECOMER'S AGREEMENT

KATHY HILL SKAGIT OF A MATERIAR

10-796 DCT -4 P1:13

This Agreement is made and entered into this day of August, 1996, by and between the CITY OF ANACORTES, Each into its all corporation, hereinafter referred to as "City", and substitution and Lance Williams, hereinafter referred to as "Developer";

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

Waterline extension on Harrison Avenue between Shannon Point Road and Morton Avenue.

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

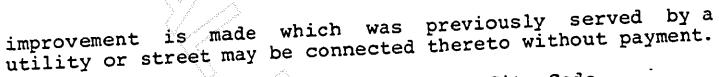
WHEREAS, the Developer is desirous of entering into a Latecomer's Agreement with the City; and

WHEREAS, the City has calculated the proportionate share of the cost of the extension that should be paid by other properties to be served by the extension; and

WHEREAS, the City has agreed to collect said proportionate share of the cost of the extension before any water service, sewer side service, or in the case of streets before any building permit is issued for new construction, and return said share to the Developer; now, therefore,

IT IS AGREED THAT;

- 1) The Developer will provide the City with documentation of costs associated with the construction of extension.
- 2) It is the Developer's duty to notify the City in writing of any change in address.
- 3) If any assignment of the right of refund is made, then the City may require proof of said assignments.
- 4) After ten (10) years from date of this Agreement, the City shall be under no obligation to collect and/or refund any monies connected with the extension.
- 5) If payment is made and any check not cashed within five (5) years from date of mailing, then the City may place said sum in the appropriate utility or street fund.
- 6) No refund shall be collected for any property owned by the Developer and abutting the extension.
- 7) It is agreed by the Developer that any existing dwelling unit abutting the right-of-way where the



- 8) Pursuant to Section 12.20.090 of the City Code, developer hereby releases and agrees to hold the City harmless from all claims arising from the establishment, administration and enforcement of the latecomer agreement and from all liability for failure to make any collections of monies required to be paid hereunder.
- 9) The extension is as shown on the attached drawing.
- 10) The latecomer's charge is calculated as shown below:

\$12,942.00 Total Construction Cost:

178 L.F. Approximate Length of Extension:

Length of Assessed Front Footage:

40,280 S.F. Area of Assessed Square Footage:

Number of Building Sites Served:

\$3,235.50 Latecomer Assessment:

Legal Description of property to be assessed Latecomer's charge: (See Exhibit A Attached)

day of Dated at Anacortes, Washington this

1996

Developer: Dawni Cunnington and Lance Williams

P.O. Box 521, Anacortes, WA

Rifum Address:

Phone:

Developer's Signature: 1

Developer's Signature:

the City Council at its regular This Agreement accepted by meeting of

CITY OF ANACORTES

ATTEST

Clerk Treasurer

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