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### **LATECOMER AGREEMENT NO. 2001-5**

This agreement is made and entered into this 6<sup>th</sup> day of December, 2001, by and between the City of Anacortes, a municipal corporation, hereafter referred to as "CITY", and CC&R Development, LLC hereafter referred to as "DEVELOPER";

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

1. An 8" water line extension from M Avenue westerly to the Malland Court.
2. Street improvements consisting of curb and gutters and paving on 35<sup>th</sup> Street from M Avenue westerly to the Malland Court.
3. Sidewalks on the south side of 35<sup>th</sup> Street from M Avenue westerly to the Malland Court.

**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 a water or sewer system, or to

**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 lying within a street and/or storm sewer system benefit area 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(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, gives the City absolute right to refuse to make payment under the 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 or 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 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 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.



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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 not to collect and/or refund any moneys 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 Schedule A attached:

This Agreement was accepted by the City Council at its regular meeting of December 3, 2001.

DATED in Anacortes, WA this 4<sup>th</sup> day of December, 2001

CITY OF ANACORTES

By H. Dean Maxwell

H. Dean Maxwell

ATTEST:

George Khtaian  
George Khtaian, City Clerk-Treasurer

Developer C.C.R. Development, LLC  
c/o Mr. Philip Rhoades  
4604 Camano Place  
Anacortes, WA 98221



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Developer's Signature

Timothy J. Chik

Date 12-10-01

# Malland Meadows Latecomer Agreement

## Schedule A

| Name              | Address   | Lot and Block   | Frontage          | Cost per<br>Front Foot<br>Street | Sidewalk   | Water                    | Totals  |
|-------------------|---|---|-------------------|----------------------------------|------------|--------------------------|---|
| Larry Pinnow      | 7159 Channel View<br>Drive<br>Anacortes, WA 98221 | 17, Blk. 3<br><br>Hagadorn's and<br>Stewart's First<br>Add.                   | 60                | \$3,262.80                       | \$12.58    | \$17.54                  | \$4,315.20  |
| M. Wolkenhouer    | 1319 34th Street<br>Anacortes, WA 98221           | 11-13, Blk. 3<br>18 - 20, Blk. 2<br>Hagadorn's and<br>Stewart's First<br>Add. | 90<br>60          | \$4,894.20<br>\$3,262.80         |            | \$1,578.60<br>\$1,052.40 | \$6,472.80<br>\$4,315.20<br>\$10,788.00               |
| Logan Creek Inc.  | 1111 32nd Street<br>Anacortes, WA 98221           | Acreage, P32115   | 125<br>145<br>165 | \$6,797.50                       | \$1,824.10 | \$2,894.10               | \$6,797.50<br>\$1,824.10<br>\$2,894.10<br>\$11,515.70 |
| Charlene Nibarger | 1311 35th Street<br>Anacortes, WA 98221           | Acreage, P32110   | 124               | \$6,743.12                       | \$1,559.92 | \$2,174.96               | \$10,478.00   |



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**34TH ST.**

**35TH ST.**

**36TH ST.**

**37TH ST.**

**MALLAND COURT**

**M AVE.**

**K AVE.**

**LOT 1: 3406, P32023, P11726**

**LOT 2: 3410, P32016**

**LOT 3: 3409, P57283**

**LOT 4: 3408, P57284**

**LOT 5: 3407, P57285**

**LOT 6: 3406, P57286**

**LOT 7: 3405, P57287**

**LOT 8: 3404, P57288**

**LOT 9: 3403, P57289**

**LOT 10: 3402, P57290**

**LOT 11: 3401, P57291**

**LOT 12: 3400, P57292**

**LOT 13: 3399, P57293**

**LOT 14: 3398, P57294**

**LOT 15: 3397, P57295**

**LOT 16: 3396, P57296**

**LOT 17: 3395, P57297**

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**LOT 21: 3391, P57301**

**LOT 22: 3390, P57302**

**LOT 23: 3389, P57303**

**LOT 24: 3388, P57304**

**LOT 25: 3387, P57305**

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**LOT 27: 3385, P57307**

**LOT 28: 3384, P57308**

**LOT 29: 3383, P57309**

**LOT 30: 3382, P57310**

**LOT 31: 3381, P57311**

**LOT 32: 3380, P57312**

**LOT 33: 3379, P57313**

**LOT 34: 3378, P57314**

**LOT 35: 3377, P57315**

**LOT 36: 3376, P57316**

**LOT 37: 3375, P57317**

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**LOT 90: 3322, P57370**

**LOT 91: 3321, P57371**

**LOT 92: 3320, P57372**

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**LOT 99: 3313, P57379**

**LOT 100: 3312, P57380**

**LOT 101: 3311, P57381**

**LOT 102: 3310, P57382**

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**LOT 109: 3303, P57389**

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**LOT 111: 3301, P57391**

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**LOT 130: 3282, P57410**

**LOT 131: 3281, P57411**

**LOT 132: 3280, P57412**

**LOT 133: 3279, P57413**

**LOT 134: 3278, P57414**

**LOT 135: 3277, P57415**

