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Skagit County Auditor

6/5/2008 Page

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5 9:17AM

Document Title: Late comers Agreement.

Reference Number:

Grantor(s):  additional grantor names on page \_\_\_

1. City of Anacortes.

2.

Grantee(s):  additional grantee names on page \_\_\_

1. TED Anstensen

2.

Abbreviated legal description:  full legal on page(s) \_\_\_

W 1/2 N 1/2 L+3, 02-34-01

Assessor Parcel / Tax ID Number:  additional tax parcel number(s) on page \_\_\_

P19013

## LATECOMERS AGREEMENT NO. 2008-0001

This Agreement is made and entered into this 28 day of MAY, 2008 by and between the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as "City," and Ted Anstensen, hereinafter referred to as "Developer",

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

2,500 feet of 12" Water Main Along Marine Drive,

**WHEREAS**, the improvement has 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 the improvement that should be paid by other properties served by this improvement, namely Parcels P19013, P19028, P19207, P119112, P68241, P68235, P68202, P68203, P105249, P68237, P68240, P68232, P68201, P68409, P105250, P19029, P68231, P68234, P68200, P68410, P68421, P82561, P82559, P82556, P68239, P68419, P68432, P82564, P82558, P82555, P68420, P68430, P111544, P68433, P82563, P82560, P82557, and P82562.

**WHEREAS**, this Agreement does not make any statement by the City that the lots are buildable;

**WHEREAS**, this Agreement does not make any statement by the City that the lots may actually be approved for hookup to the improvement;

**WHEREAS**, the City has agreed to collect said proportionate share of the costs of this improvement before any person shall be allowed to tap into the City of Anacortesa water system by the terms of this Latecomer Agreement and return said share to the Developer.

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

1. The documentation for actual construction costs were submitted by the Developer on April 4, 2008. This submittal is the Developer's final and complete statement of costs for this improvement and is the basis for determining a pro rata share for each property as stated in Paragraph 15 below.
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, gives 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 must be made to the City 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.



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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 the City water system. 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 water utility fund.
8. No Latecomer fee shall be collected for any property owned by the Developer and abutting the improvements covered by this Agreement.
9. If a property covered by the terms of this Agreement is served by the City's retail water system by a City water line not constructed under the terms of this Agreement, no latecomer fee will be collected.
10. A Latecomer fee is due or collectable only when an actual connection is made to the City's water system.
11. The recovery period under this Agreement shall be 10 years from the date below, after which the City shall have no obligation to collect and/or refund any monies in regard to this Agreement.
12. 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.
13. The location of the improvement covered by this Agreement is shown in blue on the attached drawing.
14. The Latecomers charge per Parcel as listed above is Eight Thousand Nine Hundred Forty-Four Dollars and Sixty-Seven Cents (\$8,944.67).

This Agreement was accepted by the City Council at its regular meeting of MAY 19, 2008.

DATED in Anacortes, WA this 28 day of MAY, 2008.

CITY OF ANACORTES

TED ANSTENSEN

By H. Dean Maxwell  
H. Dean Maxwell

By Ted L. Anstensen  
(signature)

Print Name TED L. ANSTENSEN

Title PRESIDENT

ATTEST:

Steve Hoglund  
Steve Hoglund  
City Clerk - Treasurer



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**Latecomer Agreement No. 2008-0001**

Property Owner Name(s)	Parcel Number
Gary B. Filler 1389 Box Elder Drive Alpine, Utah 84004	P19027
Elizabeth L. Orme 11986 Marine Drive Anacortes, WA 98221	P119112
Carl W. Lheureux 11950 Marine Drive Anacortes, WA 98221	P68241
Molly Anne Burke 11032 15 <sup>th</sup> Avenue NE Seattle, WA 98125	P68235
Richard & Linda Ward 3311 Royal Oaks Drive Vancouver, WA 98662	P68202 P68203
Todd & Brooke Wiersum 12054 Marine Drive Anacortes, WA 98221	P105249
Anacortes Properties NW LLC 312 Highland Drive Edmonds, WA 98020	P68237
Robert M. Lane 4144 S. Del Mar Drive Anacortes, WA 98221	P68240
Lucretia Way 11778 Marine Drive Anacortes, WA 98221	P68232
Alexander & Jeannete Golitzin 11306 52 <sup>nd</sup> Street SE Snohomish, WA 98290	P68201
Gary & Susan Smith 11678 Esther Lane Anacortes, WA 98221	P68409
Zavalney First Family LP 12062 Marine Drive Anacortes, WA 98221	P105250
Robert & Janet Lano 12055 Marine Drive Anacortes, WA 98221	P19029
Arthur L. Kermoade PO Box 16126 Anacortes, WA 98221	P68231
Terry & Leslie Dorn 11774 Marine Drive Anacortes, WA 98221	P68234
Jerome & Cheryl Waldbaum 6026 95 <sup>th</sup> Place SW Mukilteo, WA 98275	P68200
Craig F. Spaulding 126 153 <sup>rd</sup> Place SE Bellevue, WA 98007	P68410



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**Latecomer Agreement No. 2008-0001**

Property Owner Name(s)	Parcel Number
Todd & Catherine Geers 1867 Old Homestead Lane Camano Island, WA 98282	P68418
Ted Anstensen, Sr. 12110 Havekost Road Anacortes, WA 98221	P19013 P19028
Richard & Kathleen Woodard 11688 Rocky Road Anacortes, WA 98221	P68421
Leonard & Suenema Johnson 11925 Marine Drive Anacortes, WA 98221	P82561
Laurence A. Carlson Jilladair Reiss 11929 Marine Drive Anacortes, WA 98221	P82559
Patrick J. Barrett 11987 Marine Drive Anacortes, WA 98221	P82556
Arnt & Carol Koser 9509 Forest Dell Drive Edmonds, WA 98020	P68239
Raymond & Norinne Slaughter 2951 Powderhorn Street Eugene, Oregon 97408	P68419
Charles & Deborah Barker 11701 NE 148 <sup>th</sup> Place Kirkland, WA 98034	P68432
Leonard Johnson 1202 Commercial Avenue Anacortes, WA 98221	P82564
Floyd & Carol Johnson 4203 Marine View Lane Anacortes, WA 98221	P82558
David & Claudette Windecker 11991 Marine Drive Anacortes, WA 98221	P82555
Robert & Sylvia Hosford 11676 Rocky Road Anacortes, WA 98221	P68420
Donald & Phleta Kent 11806 McCorkle Place Anacortes, WA 89221	P68430
Daniel & Lisa Krier 14841 88 <sup>th</sup> Avenue NE Kenmore, WA 98028	P111544 P68433
Steven Dolmatz and Amy Edward 4227 Marine View Lane Anacortes, WA 98221	P83563 P82560
Grace E. Buochard 4218 Marine View Lane Anacortes, WA 98221	P82557
Michael W. Mattson 4226 Marine View Lane Anacortes, WA 98221	P82562



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