

WHEN RECORDED RETURN TO:
William Wooding
13540 Rosario Road
Anacortes, WA 98221



201001070084
Skagit County Auditor

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Chicago Title Insurance Company

3110 Commercial Avenue - Anacortes, Washington 98221

19B3219

DOCUMENT TITLE(s):

1. LATECOMER AGREEMENT NO. 2009-0001
- 2.
- 3.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page _____ of the document

GRANTOR(s):

1. CITY OF ANACORTES
- 2.
- 3.

Additional names on page _____ of the document

GRANTEE(s):

1. LAKE ERIE TRUCKING
- 2.
- 3.

Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

Lots 1 through 10, Block 1511, Northern Pac. Add.

Complete legal description is on page _____ of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

P58451

(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature _____

This cover sheet is for the County Recorder's indexing purposes only.
The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

LATECOMERS AGREEMENT NO. 2009-0001

This Agreement is made and entered into this 29 day of April 2009, ~~2008~~ by and between the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as "City," and Lake Erie Trucking, hereinafter referred to as "Developer",

WHEREAS, the Developer has installed certain improvements as part of a West 6th Street short plat off Ohio Avenue consisting of the following:

- 13,860 square feet street construction including curb, gutter and sidewalks, and
- 555 linear feet of waterline with hydrant and services, and
- 600 linear feet of sewer with catch basins.

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 the improvement that should be paid by other properties served by this improvement, namely tax Parcel P58451 which legal description reads: Lots 1 through 10, Block 1511, NORTHERN PACIFIC ADDITION TO ANACORTES, according to the plat thereof recorded in volume 2 of plats, page 9, records of Skagit County, Washington.

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 this improvement before any person shall be allowed to tap into the City of Anacortes water or sewer 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 January 8, 2009. This submittal is the Developer's final and complete statement of costs for these improvements and is the basis for determining a pro rata share for Lots F through I as illustrated on the attached site map. The pro rata share as stated in the following Paragraph 15 is assessed per parcel.
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 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 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} 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 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 City's water system may be connected thereto without payment.
10. If a property covered by the terms of this Agreement is served by the City's water system by a City water line 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 is made to the City's water system.
12. 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.
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 location of the improvement covered by this Agreement is shown in blue on the attached drawing.
15. The current zoning for tax Parcel P58451 is R-7500; therefore, 4 lots were calculated for purposes of this Agreement. The Latecomers charge for each lot located on Parcel P58451 is Twenty-One Thousand Two Hundred Sixty-Four Dollars and Seventy-Five Cents. (\$21,264.75).



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This Agreement was accepted by the City Council at its regular meeting of March 2, 2009.

DATED in Anacortes, WA this 29 day of April, 2009.

CITY OF ANACORTES

LAKE ERIE TRUCKING

By H. Dean Maxwell
H. Dean Maxwell

By William W. Wooding
(signature)

Print Name William W. Wooding

Title OWNER

ATTEST:

Steve Hoglund
Steve Hoglund
City Clerk - Treasurer



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