



Skagit County Auditor  
12/30/2013 Page

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\$75.00

CITY OF ANACORTES  
P.O. Box 547  
ANACORTES, WA 98221

GUARDIAN NORTHWEST TITLE CO.

**LATECOMERS AGREEMENT NO. 2013-0001**

**ACCOMMODATION RECORDING ONLY**

This Agreement is made and entered into this 20th day of December 2013 by *mg786* and between the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as "City," and Erik Schorr, hereinafter referred to as "Developer",

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

144 +/- feet of 8" Ductile Iron Water Main Along H Avenue,

**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 P32080 and P32308,

**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 Anacortes 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 November 25, 2009. 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 14 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 by a benefiting property owner must be one lump sum. The City will pay 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 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.



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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 highlighted on the attached drawing.
14. The Latecomers charge per Parcel as listed above is **Eight Thousand Four Hundred Eighty Dollars and Thirty-Six Cents (\$8,480.36).**

This Agreement was accepted by the City Council at its regular meeting of February 4, 2013.

DATED in Anacortes, WA this 20<sup>th</sup> day of December 2013.

CITY OF ANACORTES

ERIK SCHORR



H. Dean Maxwell



Print Name Erik Schorr

Title Owner

Address 1705 Quail Drive

City/State Anacortes, WA 98221

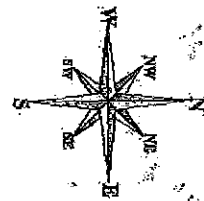
ATTEST:



Steve Hoglund  
City Clerk - Treasurer



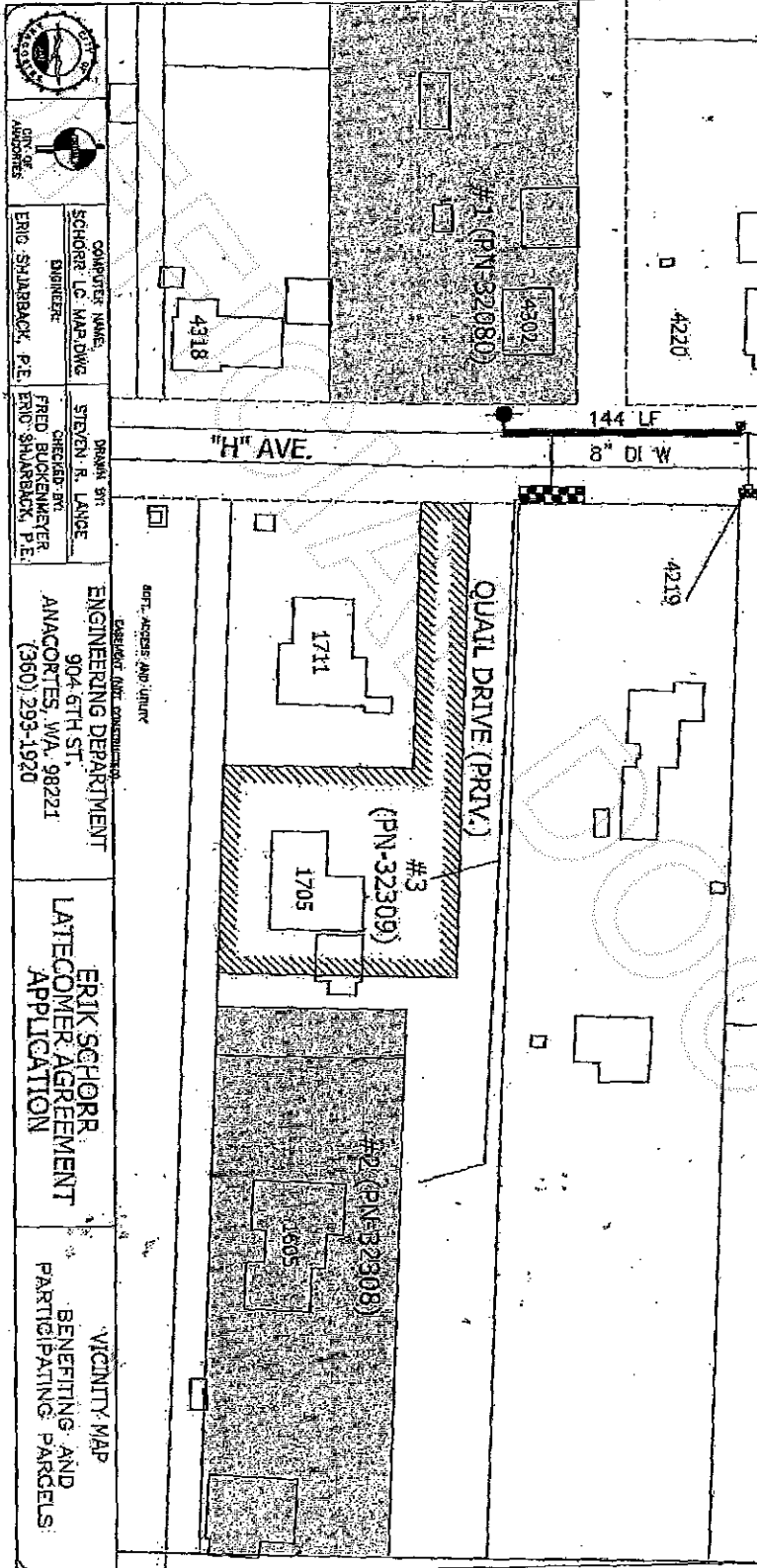
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SCALE: M.T.S.

BREAKDOWN COSTS, PER: EACH:		
PARCEL #:	ADDRESS:	
#1 (PN-32080)	4302 H. AVENUE	
#2 (PN-32308)	1805 H. AVENUE	
#3 (PN-32309)	1705 H. AVENUE	
BENEFITING/ PARTICIPATING:		AMOUNT:
<input checked="" type="checkbox"/> BENEFITING		\$8,480.36
<input checked="" type="checkbox"/> PARTICIPATING		\$8,480.36
		\$25,441.07

SCHORR WATERLINE CONSTRUCTION COSTS:	
CONSTRUCTION	\$27,788.34
ENGINEERING FEES	\$802.73
ENGINEERING COSTS	\$1,500.00
LATECOMER IMPACT FEES	\$1,200.00
TOTAL:	\$29,441.07



**COMPUTER MAPS**  
SCHORR, LC MARLOWE  
ENGINEER  
ERIC SHARBACK, P.E.

**DRAWN BY:**  
STEVEN R. LANGE  
CHECKED BY:  
FRED BUCKENMEYER  
ERIC SHARBACK, P.E.

**ENGINEERING DEPARTMENT**  
904 6TH ST.  
AMACORTES, WA, 98221  
(360) 293-1920

**ERIK SCHORR**  
LATECOMER AGREEMENT  
APPLICATION

**VICINITY MAP**  
BENEFITING AND  
PARTICIPATING PARCELS

