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2/8/2018 Page

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Document Title(s):

Latecomers Agreement NO. 2017-0001

Reference Number (if applicable):

Grantor(s):

☐ additional grantor names on page ____

1. City of Anacortes

2. _____

Grantee(s):

☐ additional grantee names on page ____

1. Keystone Services LLC

2. Keystone Property Services LLC

Abbreviated legal description:

☐ full legal on page(s) ____

23-35-01

Assessor Parcel / Tax ID Number:

☐ additional parcel number(s) on page ____

P58288

LATECOMERS AGREEMENT NO. 2017-0001

This Agreement is made and entered into this 5th day of February, 2018 by and between the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as "City," and Keystone Services, LLC, hereinafter referred to as "Developer"

A.K.A. Keystone Property Services LLC Vg

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

490 Linear Feet of 8" PVC Sanitary Sewer pipe and related appurtenances

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 P58288.

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.

WHEREAS, the City of Anacortes has the authority to enter into Latecomer Agreements per RCW 35.91 and Anacortes Municipal Code 12.20.

NOW THEREFORE, IT IS AGREED THAT:

1. The documentation for actual construction costs were submitted by the Developer on April 12, 2017. 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 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 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 sanitary sewer 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 Sanitary Sewer 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 highlighted on the attached drawing.
14. The Latecomers charge per Parcel as listed above is Six Thousand Eight Hundred and Eighty Two Dollars and Six Cents (\$6,882.06).
15. All terms of this agreement comply with the Anacortes Municipal Code, Chapter 12.20.

This Agreement was accepted by the City Council at its regular meeting of June 5, 2017.

DATED in Anacortes, WA this 5 day of February, 2018.

CITY OF ANACORTES

By 
Laurie Gere


KEYSTONE SERVICES, LLC

By 
(signature)

Print Name Karla Roper-Yew

Title Sole Member

ATTEST:


Steve Hoglund
City Clerk - Treasurer

