

After Recording, please return to:

Strandberg Custom Homes& Design
2018 R Avenue
Anacortes, WA 98221



201811160066

11/16/2018 11:36 AM Pages: 1 of 4 Fees: \$102.00
Skagit County Auditor

Land Title and Escrow

**ACCOMMODATION
RECORDING ONLY**

Recording Cover Page

Document Title(s) (for transactions contained therein): 1. Latecomers Agreement 2. 3. 4.
Reference Number(s) of Documents assigned or released:
Grantor(s) 1. City of Anacortes 2. 3. 4.
Grantee(s) 1. RR Summit NW, LLC 2. 3. 4.
Legal Description (abbreviated i.e. lot, block, plat or section, township, range) Tuttle & Buckley's to ANA LTS 1 to 8 & 13 to 20 BLK 67
Assessor's Property Tax Parcel/Account Number 3834-067-000-0005, P60499
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

LATECOMERS AGREEMENT NO. PW-18-012-DEV-001

This Agreement is made and entered into on November 15, 2018 by and between the **CITY OF ANACORTES**, a municipal corporation, hereinafter referred to as "City," and RR Summit NW, LLC, hereinafter referred to as "Developer",

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

Street/Roadway, Water, Storm Drainage, Sanitary Sewer, Utility Improvements and related appurtenances along Rock Ridge Boulevard

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 P60499 (Tuttle and Buckley's Addition to Anacortes, Block 67, Lots 1-8 and Lots 13-20).

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 September 12, 2018. 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 Developer must, in writing, certify annually in January the names(s) and address(es) of the Developer. 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 a Building Permit Application is applied and paid for.
11. The recovery period under this Agreement shall be 20 years (RCW 35.91.020, Section 2) 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 One Hundred and Ten Thousand Five Hundred and Six Dollars and Ninety-two Cents (\$110,506.92).
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 November 5, 2018.

CITY OF ANACORTES

By


Laurie Gere

RR Summit NW, LLC


By

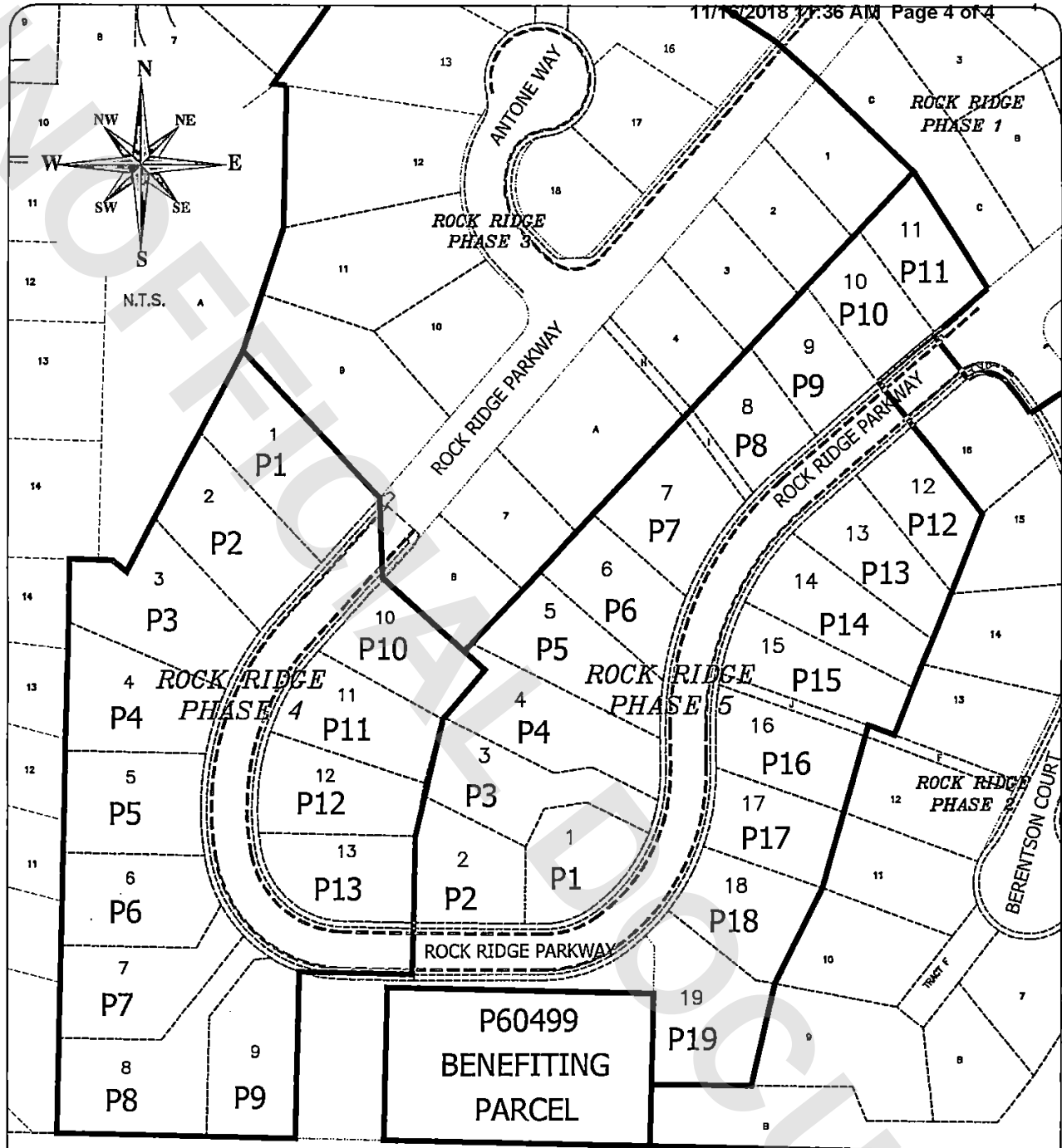

(signature)

Print Name Neil Strandberg

Title Member

ATTEST:


Steven D. Hoglund
City Clerk - Treasurer



P = PARTICIPATING PROPERTIES

SCALE: NOT TO SCALE
DRAWN BY: S.L.

FILE: RR SUMMIT LATECOMER MAP.DWG

CITY COUNCIL MOTION:
11-05-2018

DRAWING DATE:
11-08-2018



PW-18-012-DEV-001

LATECOMER AGREEMENT
RR SUMMIT, LLC