

UTILITY LATECOMER AGREEMENT

This Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Brian Cockrell and Brandi Cockrell ("COCKRELL").

COCKRELL has constructed approximately 600 linear feet of sanitary sewer and water mains, which connects to the City's pre-existing sewer and water in Ann Street; said system to serve property owned by COCKRELL and more particularly described as follows:

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-0042, AS RECORDED JUNE 1, 1982 AUDITORS FILE NO. 8206010082B

The Parties desire to enter into this Agreement pursuant to the authority granted by Chapter 35.91 of the Revised Code of Washington and City of Olympia Municipal Code, whereby provisions are made for the reimbursement for costs to construct water or sewer facilities that an owner of real estate elects to install solely at the owner's expense. For an established period thereafter, any owner of real estate who did not contribute to the original cost of such facilities and who subsequently taps into or uses the same, is responsible for paying a fair pro rata share of the cost of construction of such facility.

NOW, THEREFORE, the Parties agree as follows:

1. COCKRELL shall, at his own expense, construct a sanitary sewer main and water main to be located as shown on Exhibit "A," attached.

Prior to the commencement of construction, COCKRELL shall submit to the City Engineer, detailed plans and specifications for the construction of such facility, which plans and specifications must be authorized by the City Engineer prior to the commencement of construction. Thereafter, said facilities shall be constructed by COCKRELL in accordance with the standards established by the CITY and in compliance with all rules and regulations of the CITY.

2. During the construction of said facility, the City Engineer or his or her representatives, shall have the right to make reasonable inspection of said facility to determine that it is being constructed in accordance with the plans and specifications as well as all standards established by the CITY. Upon the completion of said construction, COCKRELL shall submit to the CITY a detailed statement of the costs of said construction, which statement is attached hereto as EXHIBIT "B" and made a part of this Agreement. COCKRELL shall likewise submit to the City Engineer, such proof as

the Engineer may require that COCKRELL has fully paid for all labor and materials used in connection with the construction of said facility. The City Engineer shall compute, from the statement of costs, any portion of the cost of construction due to oversizing at the request of the City.

3. For reimbursement of services provided and administration of the aforementioned reimbursement, an application fee of \$1,943.00 shall be submitted concurrently with the review and approval of the Agreement documents.
4. Upon completion of the facility and upon the submission to the City Engineer of the information required in the immediately preceding paragraph, the City Engineer will inspect said facility, and upon approval and acceptance thereof, said facility shall thereafter belong to and be the property of the CITY, and the CITY may thereafter charge for the use of such facilities such rates as it may be authorized by law to collect and shall likewise thereafter provide for the maintenance and operation of said facility, and the CITY shall pay to COCKRELL, in full and in cash, the sum computed by the City Engineer as that portion of the costs to be paid by the CITY.
5. This Agreement shall, upon completion and acceptance of the facility as hereinabove described, be recorded with the County Auditor of Thurston County, and be valid for a period of twenty (20) years (or longer provided the requirements of Chapter 35.91 RCW relating to Agreement extension is satisfied).
6. During the effective period of the Agreement, the CITY will collect the amount required to reimburse COCKRELL for the fair pro rata share for the cost of said construction for each property identified on EXHIBIT "A" that is granted use of the facilities by the CITY. The amount is to be computed in accordance with the formula set forth in Exhibit "B". All amounts so received by the City of Olympia shall be paid to COCKRELL, or COCKRELLS's assigns, within sixty (60) days after receipt thereof, minus 5%, which will be deducted by the CITY for costs of administering the latecomer agreement, except where provided otherwise by law.
7. As provided for in RCW 35.91.020, Every two years from the date the Agreement is executed, COCKRELL must provide the CITY with information regarding the current Agreement name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement. If COCKRELL fails to comply with these notification requirements within sixty days of the specified time, then the CITY may collect any reimbursement funds owed to COCKRELL under the Agreement and deposit them in the capital fund of the CITY.
8. In the event of the assignment by COCKRELL of any interest in this Agreement, COCKRELL shall provide written notice to the City of Olympia. All payments to be


made by the CITY to COCKRELL under this Agreement shall be sent to the following address or to such other address as COCKRELL may hereinafter direct in writing:


Brian and Brandi Cockrell
1303 Puget Street, NE
Olympia WA 98506

9. COCKRELL agrees to defend; indemnify, and hold the CITY, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the CITY's approval of the latecomer agreement and collection of fees related to this Agreement.

*** SIGNATURES APPEAR ON THE FOLLOWING PAGE***

DATED at Olympia, Washington, this 10th day of APRIL, 2019.


Brian Cockrell

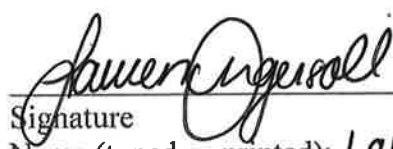

Brandi Cockrell

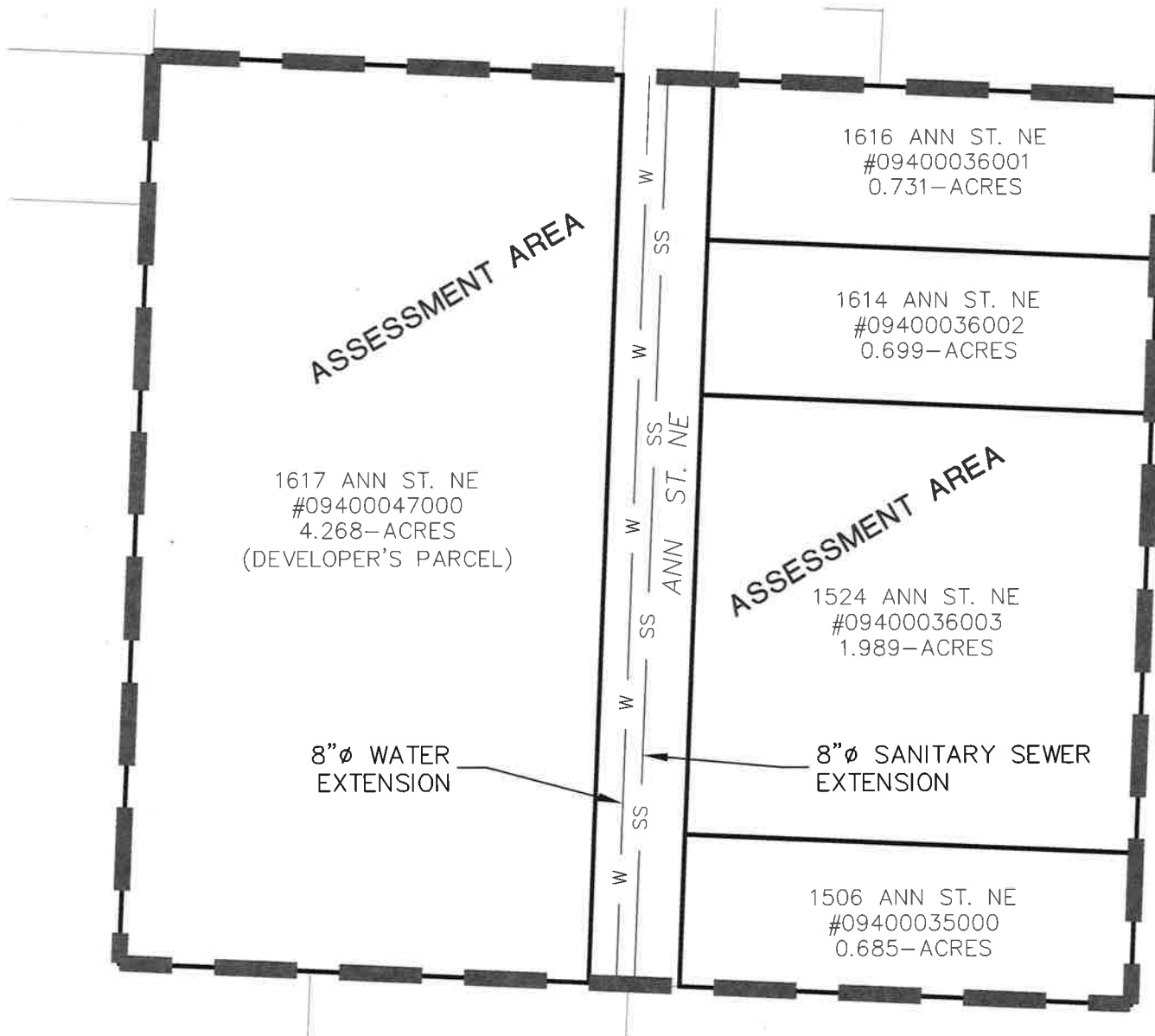
STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that BRIAN COCKRELL and BRANDI COCKRELL are the individuals who appeared before me, and that said individuals acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument, and acknowledged it as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10th day of April 2019.




Signature
Name (typed or printed): Lauren Ingersoll
NOTARY PUBLIC in and for the State of
Washington Residing at Thurston County
My appointment expires: 6-19-21




PO Box 12690
 Olympia, WA 98508
 (360) 705-2474
 www.olyeng.com

ASSESSMENT MAP

ANN ST. NE SANITARY SEWER & WATER EXTENSIONS

JOB NUMBER
 17081

DRAWING NAME
 MAP

EXHIBIT

A

EXHIBIT B
ANN ST. SANITARY SEWER and WATER EXTENSION
LATECOMERS COSTS AND ASSESSMENT

Sanitary Sewer Latecomer Assessment

Construction Cost: \$ 58,500.00
Engineering & Surveying Cost: \$ 4,540.25
 Total Cost: \$ 63,040.25
 Total Acres: 8.372
Total Cost per Acre: \$ 7,529.89

Assessed Properties (Parcel #, Site Address)	Lot Area** (acres)	Sewer Latecomer Connection Fee (\$)	5% City Admin. Fee (\$)	95% Reimbursement (\$)
09400047000, 1617 Ann St. NE*	4.268	\$ 32,137.58	\$ 1,606.88	\$ 30,530.70
09400036001, 1616 Ann St. NE	0.731	\$ 5,504.35	\$ 275.22	\$ 5,229.13
09400036002, 1614 Ann St. NE	0.699	\$ 5,263.39	\$ 263.17	\$ 5,000.22
09400036003, 1524 Ann St. NE	1.989	\$ 14,976.95	\$ 748.85	\$ 14,228.11
09400035000, 1506 Ann St. NE	0.685	\$ 5,157.98	\$ 257.90	\$ 4,900.08
Totals	8.372	\$ 63,040.25	\$ 3,152.01	\$ 59,888.24

* Developer's Parcel

** Lot areas were obtained from Thurston County records

EXHIBIT B
ANN ST. SANITARY SEWER and WATER EXTENSION
LATECOMERS COSTS AND ASSESSMENT

Water Latecomer Assessment

Construction Cost: \$ 23,500.00
Engineering & Surveying Cost: \$ 4,540.25
 Total Cost: \$ 28,040.25
 Total Acres: 8.372
Total Cost per Acre: \$ 3,349.29

Assessed Properties (Parcel #, Site Address)	Lot Area** (acres)	Water Latecomer Connection Fee (\$)	5% City Admin. Fee (\$)	95% Reimbursement (\$)
09400047000, 1617 Ann St. NE*	4.268	\$ 14,294.77	\$ 714.74	\$ 13,580.03
09400036001, 1616 Ann St. NE	0.731	\$ 2,448.33	\$ 122.42	\$ 2,325.91
09400036002, 1614 Ann St. NE	0.699	\$ 2,341.15	\$ 117.06	\$ 2,224.10
09400036003, 1524 Ann St. NE	1.989	\$ 6,661.74	\$ 333.09	\$ 6,328.65
09400035000, 1506 Ann St. NE	0.685	\$ 2,294.26	\$ 114.71	\$ 2,179.55
Totals	8.372	\$ 28,040.25	\$ 1,402.01	\$ 26,638.24

* Developer's Parcel

** Lot areas were obtained from Thurston County records