

UTILITY LATECOMER AGREEMENT

This Agreement is made and executed this ____ day of _____, 2022, by and between Tradewinds Investment Group LLC, ("TRADEWINDS"), and the City of Olympia, a Municipal Corporation, ("City").

TRADEWINDS has constructed approximately 300 linear feet of sanitary sewer mains, which connects to the City's pre-existing sewer in Karen Fraser Road; said system to serve property owned by TRADEWINDS and more particularly described as follows:

Legal descriptions of lots under current parcel # 76000601100

Lot 1

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

LOT 16, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 2.00 FEET.

Lot 2

PARCEL D OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

LOTS 2, 3, 14 AND 15 IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 76.00 FEET OF SAID LOTS 2 AND 3.

ALSO EXCEPTING THEREFROM THE SOUTH 30.00 FEET OF THE EAST 68.00 FEET OF SAID LOT 15.

AND ALSO EXCEPTING THEREFROM THE EAST 68.00 FEET OF SAID LOT 14.

Lot 3

PARCEL E OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

THE SOUTH 30.00 FEET OF THE EAST 68.00 FEET OF LOT 15, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; ALSO THE EAST 68.00 FEET OF LOT 14, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93;

Lot 4

PARCEL G OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

LOT 13, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 2.00 FEET.

Lot 5

PARCEL I OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL,
DESCRIBED AS FOLLOWS:

LOT 12, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 2.00 FEET.

Lot 6

PARCEL K OF BOUNDARY LINE ADJUSTMENT NO. BLA 21-0285 OL, DESCRIBED AS FOLLOWS:
LOT 11, IN BLOCK 6 OF SQUIRES ADDITION TO OLYMPIA, AS RECORDED IN VOLUME 3 OF
PLATS, PAGE 93; EXCEPTING THEREFROM THE WEST 2.00 FEET.

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. TRADEWINDS shall, at their own expense, construct a sanitary sewer main to be located as shown on Exhibit "A," attached.

Prior to the commencement of construction, TRADEWINDS 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 TRADEWINDS 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 their 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, TRADEWINDS 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. TRADEWINDS shall likewise submit to the City Engineer, such proof as the Engineer may require that TRADEWINDS 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 TRADEWINDS, 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 TRADEWINDS for the fair pro rata share for the cost of said construction for each property identified on EXHIBIT "A" 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 TRADEWINDS or TRADEWINDS'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, TRADEWINDS 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.
8. TRADEWINDS shall indemnify, defend, 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 collection of latecomer fees pursuant to this Agreement.

In the event of the assignment by TRADEWINDS of any interest in this Agreement, TRADEWINDS shall provide written notice to the City of Olympia. All payments to be made by the CITY to TRADEWINDS under this Agreement shall be sent to the following address:

Tradewinds Investment Group LLC
4802 Thompson Lane SE
Olympia, WA 98513

or to such other address as TRADEWINDS may hereinafter direct in writing.

TRADEWINDS 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.

Dated at Olympia, Washington, this 10th day of June, 2022.



James Peterson
Member
Tradewinds Investment Group LLC



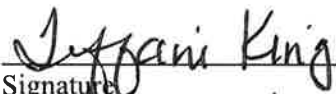
Marty Burdick
Member
Tradewinds Investment Group LLC

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the 10th day of June 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Peterson, to me known to be a Member of Tradewinds Investment Group, a Washington limited liability corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation for the uses and purposes therein mentioned and on oath states that James Peterson is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.





Signature
Tiffani King

Print Name
NOTARY PUBLIC in and for the State of
Washington
Residing at Thurston County
My appointment expires: 12-9-2023

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the 10th day of June 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marty Burdick, to me known to be a Member of Tradewinds Investment Group, a Washington limited liability corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation for the uses and purposes therein mentioned and on oath states that Marty Burdick is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.



Tiffani King
Signature
Tiffani King
Print Name
NOTARY PUBLIC in and for the State of
Washington
Residing at Thurston County
My appointment expires: 12-9-23

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he/she/they is/are authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature

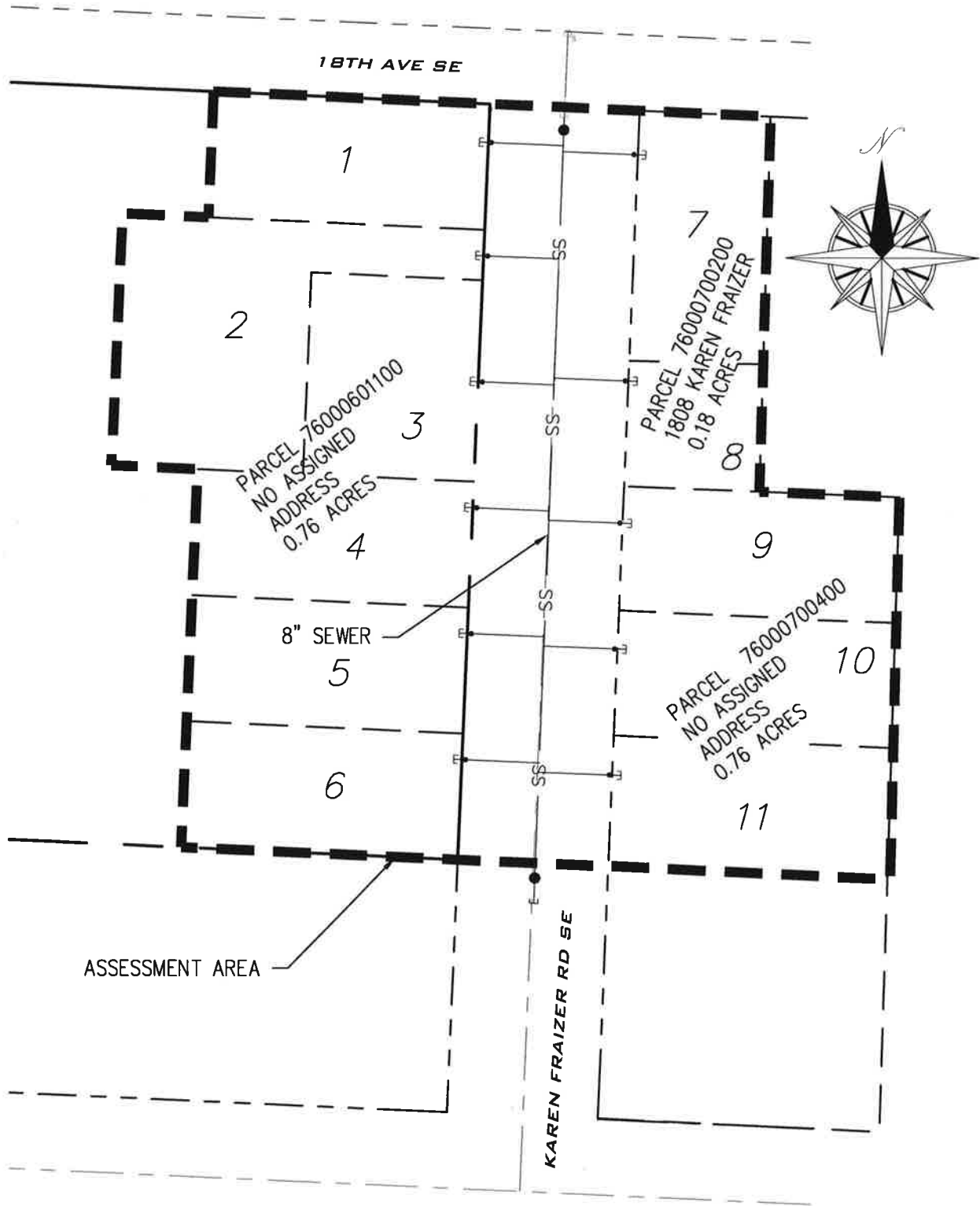
Print Name
NOTARY PUBLIC in and for the State of

Residing at _____
My appointment expires: _____

Approved as to Form:

Michael M. Young
Michael M. Young, Deputy City Attorney

EXHIBIT A



ASSESSMENT MAP

EXHIBIT B
KAREN FRAIZER SANITARY SEWER EXTENSION
LATECOMERS COSTS AND ASSESSMENT

Construction Costs	\$225,117.26
<u>Engineering and Survey Costs</u>	<u>\$9,888.00</u>
Total Cost	\$235,005.26
Total lots	11
Cost Per lot connection	\$21,364.11

Assessed Properties (Parcel No. and Site Address)	Lot no.	Sewer Latecomer Connection Fee	5% City Admin Fee	95% Reimbursement
76000601100 No assigned address *	1	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	2	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	3	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	4	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	5	\$21,364.11	\$1,068.21	\$20,295.91
76000601100 No assigned address *	6	\$21,364.11	\$1,068.21	\$20,295.91
76000700200, 1808 Karen Fraizer Rd SE	7	\$21,364.11	\$1,068.21	\$20,295.91
76000700200, 1808 Karen Fraizer Rd SE	8	\$21,364.11	\$1,068.21	\$20,295.91
76000700400, No assigned address	9	\$21,364.11	\$1,068.21	\$20,295.91
76000700400, No assigned address	10	\$21,364.11	\$1,068.21	\$20,295.91
76000700400, No assigned address	11	\$21,364.11	\$1,068.21	\$20,295.91
Totals		\$235,005.26	\$11,750.26	\$223,255.00

*Developer's Parcel