

Return to:

Union Gap City Clerk
P.O. Box 3008
Union Gap, WA 98903

DOCUMENT: Latecomers Agreement for Reimbursement Municipal Sewer System Extention
REFERENCE NO.: N/A
GRANTOR(S): Data Star Corporation
GRANTEE(S): City of Union Gap

- LEGAL DESCRIPTION:**
1. HUGO SIGMUND GARDEN TRS: LOT 10, EX N 10 FT CO RD R/W, EX S 195.1 FT, EX N 71 FT OF S 266.1 FT OF W 109.9 FT EX W 17 FT RD R/W
 2. HUGO SIGMUND'S GARDEN TRS: W 120 FT OF S 150 FT OF N 160 FT OF LOT 1
 3. HUGO SIGMUND'S GARDEN TRS: E 50 FT OF W 170 FT OF N 162 FT OF LOT 11
 4. HUGO SIGMUND'S GARDEN TRS: N 165.2 FT OF LOT 11 EX W 170 FT EX TH PT LY E OF FOL DESC LN BEG SE COR SW1/4 NE1/4, TH N 977.15 FT, TH N 89^11' W 520.19 FT, TH TH N 02^11'E 165.2 FT, TH W 80 FT TO TRUE POB, TH S 02^11' W 165.2 FT & END OF SD LN MH>REAL 1997 COUNTRY COTTAGE 36X20 SER# VMH12801W72502AB
 5. HUGO SIGMUND'S GARDEN TRS: BEG SE COR SW1/4 NE 1/4, TH N 977.15 FT, TH N 89^11' W 520.19 FT TO TRUE POB, TH N 02^11'E 165.2 FT, TH W 80 FT, TH S 02^11' W 165.2 FT, TH E 80 FT TO TRUE POB, PT LOT 11
 6. HUGO SIGMUND'S GARDEN TRS: BEG AT SE COR LOT 8, TH N 235 FT, TH W 74.5 FT, TH S 235.2 FT M/L TO A PT ON S LN 75.15 FT W OF POB. TH E TO POB, EX S 10 FT RD
 7. HUGO SIGMUND'S GARDEN TRS: W 72 FT OF E 294.3 FT OF S 235.4 FT OF LOT 8 EX S 10 FT CO RD R/W
 8. HUGO SIGMUND'S GARDEN TRS: W 72 FT OF E 366.30 FT OF S 235.4 FT OF LOT 8 EX S 10 FT FOR CO.RD R-W
 9. HUGO SIGMUND'S GARDEN TRS: LOT 8 W 72 FT OF E 438.30 FT OF S 235.4 FT OF LOT 8 EX S 10 FT CO RD R/W

- PARCEL NO.:**
1. 191332-13403; 2. 191332-13422; 3. 191332-13417; 4. 191332-13420;
 5. 191332-13419; 6. 191332-12490; 7. 191332-12489; 8. 191332-12488;
 9. 191332-12487.

Emergency nonstandard document recording: I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

**LATECOMERS AGREEMENT FOR REIMBURSEMENT
MUNICIPAL SEWER SYSTEM EXTENSION**

AGREEMENT, made this 12th day of June, 2006 between Property Owner, DataStar Corporation, (hereinafter "Owner"), and the City of Union Gap, (hereinafter "City").

WITNESSETH:

RECITALS

1. The City owns and operates a domestic sewer system;
2. Owner has constructed an extension to the City's sewer system more particularly depicted on Exhibit "A" attached hereto and incorporated herein by this reference, which was completed on or about March of 2004. The extension constructed is capable of providing sewer service to property now owned by the Owner and to other property owners;
3. The area that can now be served by the extension is depicted in Exhibit "B" attached hereto and incorporated herein by this reference. This area is the area subject to this Latecomers Agreement. The parcels identified in Exhibit "B" are referred to herein as the "benefited properties" or "benefited area"
4. Owner's total cost for design and construction of the sewer extension is \$22,832.32, more specifically itemized in Exhibit "C" attached hereto and incorporated herein by this reference;
5. The City has determined and Owner agrees that a fair pro rata share of the total costs for the extension should be collected from the owners of the benefited properties, who tap on or connect to the extension, and that the amounts collected should be those shown in Exhibit "D", which is attached hereto and incorporated herein by this reference. The fair pro rata shares provided in Exhibit "D" are calculated as set forth based upon lineal feet of frontage;

6. Owner has dedicated and transferred the constructed extension to the City for use as part of the City's sewer system; and,
7. The City and Owner desire, and intend by this Agreement, to provide for the collection of the fair pro rata shares of the total costs for the extension from the Owner and the owners of the benefited properties consistent with and authorized by the provisions of the Municipal Water and Sewer Facilities Act, RCW 35.91.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, it is agreed by and between the parties as follows:

1. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.
2. In consideration of the dedication and conveyance of the extension to the City, the City agrees to accept the same and the City agrees to collect from the owners of parcels within the benefited area who tap onto or connect to the extension a latecomer's charge (assessment fee) in the amount set forth in Exhibit "D" along with any accrued interest at the rate of 6% per annum from the date of completion of the sewer extension. The City agrees that no owner within the benefited area may tap onto or connect to the extension until the assessment fee is first paid to the City.
3. The City shall pay to the Owner the sums collected by the City pursuant to this Agreement within sixty (60) days of the City's receipt of the same. Payment shall be made by certified mail to the address Owner provides herein under "Notices" or as may be later changed in writing by Owner.
4. In the event Owner assigns or transfers its rights (either voluntarily or involuntarily) under this Agreement, the City shall make payment of any amounts collected pursuant to this Agreement to Owner's successor.
5. Nothing in the Agreement shall be construed to affect or impair in any manner the right of the City to regulate the use of its sewer system, of which the extension is not a part, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The City's imposition of any such requirements shall not be deemed an impairment to this Agreement though it is possible that the City may impose requirements that could result in a refusal of service to an owner of a parcel within the benefited area to secure compliance with requirements of the City.
6. This Agreement shall become operative upon its being recorded with the Yakima County Auditor, and shall remain in full force and effect for a period of fifteen (15) years after the date of recording, or until the Owner, or its successors and assigns, has been fully reimbursed, whichever event occurs earlier. The City shall provide notice of this agreement to the owners of the benefited properties.

7. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing signed by a duly authorized representative of the City and Owner.

8. Notices: All payments remitted to Owner and communications regarding this Agreement shall be conducted with the following addresses:

Director of Public Works
City of Union Gap
P.O. Box 3808
102 West Ahtanum Road
Union Gap, WA 98903-0008

Owner, DataStar Corporation
111 Lupine Lane
Yakima, WA 98901

9. All of the provisions of this Agreement shall be binding upon the successors and assigns of the parties.

10. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Yakima County Superior Court, Yakima County, Washington. The prevailing party in any legal action arising from this Agreement shall be entitled to all costs and expenses, including reasonable attorney's fees, expert witness fees, or other witness fees and expenses.

11. Any invalidity, in whole or in part, or any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

12. No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.


13. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on this subject.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and ye below indicated.

CITY OF UNION GAP

OWNER

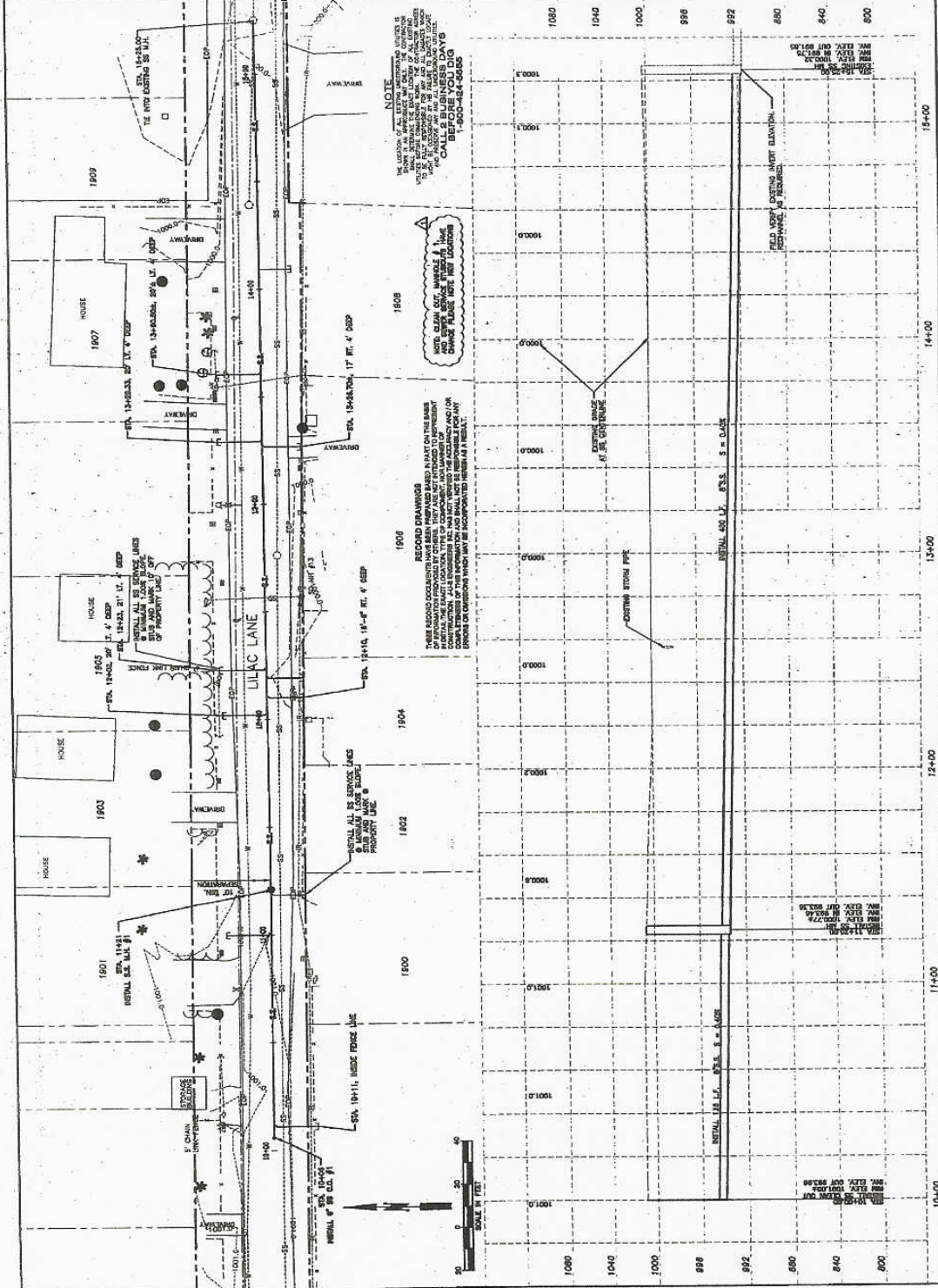
By: 
Mayor Aubrey C. Reeves, Jr.

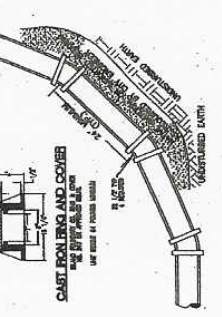
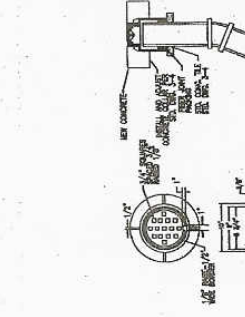
By: 
Mohammad Mohsenian, President
DataStar Corporation



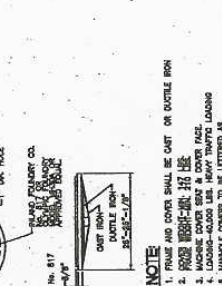
NOTICE TO THE CONTRACTOR:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION SHOWN ON THIS DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEASIDE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEASIDE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SEASIDE.

LIAC LANE SEWER IMPROVEMENT
CITY OF UNION GAP





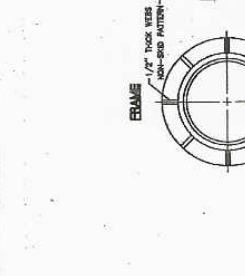
6' CLEANOUT
 NOT TO SCALE



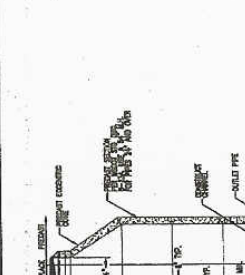
MANHOLE FRAME AND COVER
 NOT TO SCALE



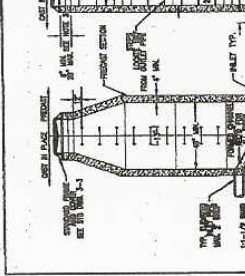
SANITARY SEWER MANHOLE DETAIL
 NOT TO SCALE



TRENCH BACKFILL AND SURFACE REPAIR
 NOT TO SCALE



TYPE 'A' SURFACE REPAIR
 (CONTAINING ENTIRE SURFACE)



TYPE 'B' SURFACE REPAIR
 (CONTAINING ENTIRE SURFACE)



TYPE 'C' SURFACE REPAIR
 (CONTAINING ENTIRE SURFACE)

NOTES

1. ALL LAGS AND FOREIGN MATERIAL SHALL BE REMOVED FROM THE FACE OF THE EXISTING ENTIRE SURFACE SURFACE-OUT.
2. ANY FRAGMENTED ENTIRE SURFACE SURFACE-OUT SHALL BE REMOVED.
3. THE FACE OF THE ENTIRE SURFACE SURFACE-OUT SHALL BE FINISHED TO MATCH THE ADJACENT SURFACE.
4. THE PATCH THICKNESS SHALL BE FOUR INCHES (4") OR EQUAL TO THE EXISTING ASPHALT THICKNESS, WHICHEVER IS GREATER.
5. BACKFILL SHALL CONFORM TO GEOTECHNICAL REPORT REQUIREMENTS.
6. BACKFILL SHALL CONFORM TO GEOTECHNICAL REPORT REQUIREMENTS.

RECORD DRAWINGS
 THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED IN PART ON THE BASIS OF THE INFORMATION PROVIDED BY THE CITY OF UNION GAP. THE CITY OF UNION GAP IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE INCORPORATED HEREIN BY REFERENCE.

CALL BUSINESS DAYS
 1-800-342-0565

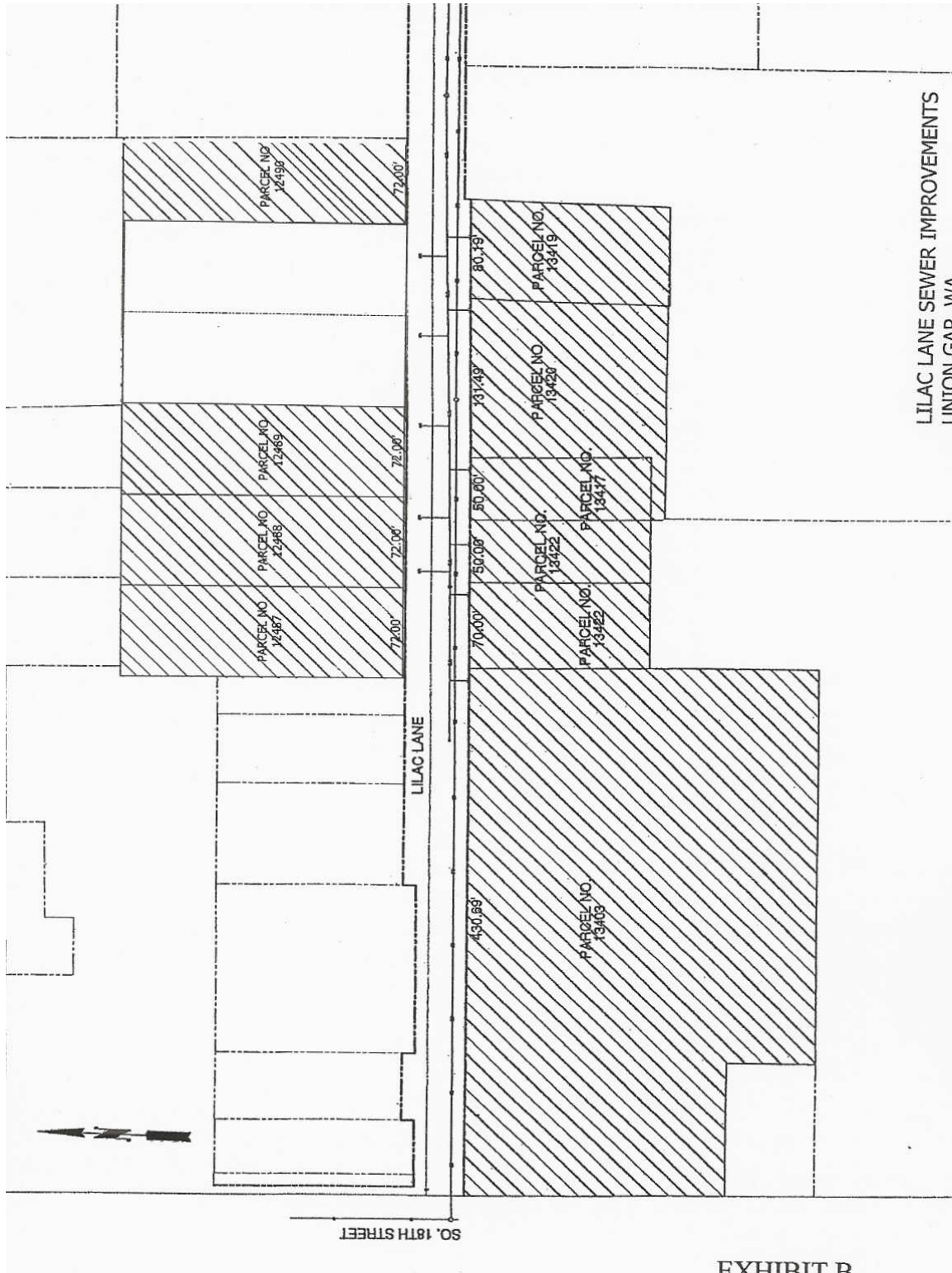


EXHIBIT B

Cost for the design and construction of the sewer extension – Date of Completion
03/31/04.

<u>Description of Cost</u>	<u>Engineering Fees</u>	<u>Construction Fees</u>	<u>Total</u>
Tri-Valley Construction (349 LF 8" and 120 LF 6")		\$17,710.96	\$17,710.96
City of Union Gap Design Costs	\$ 3,621.36		\$ 3,621.36
Administrative Fees	\$ 1,500.00		\$ 1,500.00
TOTAL	\$ 5,121.36	\$17,710.96	<u>\$22,832.32</u>
TOTAL EFFECTIVE MAY 31, 2006 (6% INTEREST ADDED)			<u>\$25,914.68</u>

EXHIBIT C

Prorated Cost by Parcel – as of May 31, 2006

<u>Parcel #</u>	<u>Current Owner</u>	<u>Frontage (ft)</u>	<u>%Frontage</u>	<u>Prorated Cost</u>
13403	DataStar Corp.	431	39.15%	\$10,144.62 (Paid in full)
13422	DataStar Corp	120	10.90%	\$ 2,824.50 (Paid in full)
13417	DataStar Corp	50	4.54%	\$ 1,176.87 (Paid in full)
13420	Jose Gallegos	132	11.99%	\$ 3,106.94
13419	Frank Paganelli	80	7.27%	\$ 1,882.99
12490	Craig Schultz Properties LLC	72	6.54%	\$ 1,694.69
12489	Charles S. and Marilyn Ferreira	72	6.54%	\$ 1,694.69
12488	Barbara Rust	72	6.54%	\$ 1,694.69
12487	Tracey Lanseden	72	6.54%	\$ 1,694.69

EXHIBIT D

**CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. 623**

A **RESOLUTION** authorizing the Mayor to sign a Latecomers Agreement and authorizing the recording of the agreement.

WHEREAS, a Property Owner within the City installed an extension to the City's sewer system at the Property Owner's own cost within the City's right of way, Lilac Lane;

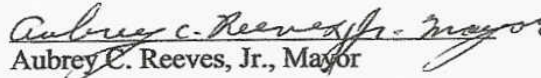
WHEREAS, in addition to the Property Owner's use of the sewer line other properties fronting the sewer line can connect to and benefit from the installed extension;

WHEREAS, because the line will benefit other properties the Property Owner seeks to recover its costs through the use of a Latecomers Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

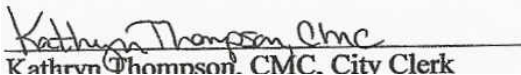
The Mayor is authorized to sign the Latecomers Agreement for the Sewer System Extension in Lilac Lane and is authorized to record the same for the purposes provided in the agreement.

PASSED this 12th day of June, 2006.


Aubrey C. Reeves, Jr., Mayor

ATTEST:

APPROVED AS TO FORM:


Kathryn Thompson, CMC, City Clerk


Robert F. Noe, City Attorney