

RETURN ADDRESS:  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98606

## **LATECOMER REIMBURSEMENT AGREEMENT**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the CITY OF CAMAS, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "City", and Green Mountain Estates, LLC, hereinafter referred to as "Developer".

### **RECITALS**

A. Developer installed certain sewer and water infrastructure improvements (hereinafter referred to as "Improvements") for Green Mountain Estates as required by the June 24, 2016 preliminary approval of SUB 15-02, Green Mountain Estates Subdivision. Improvements include the installation of water and sewer main lines on NE Goodwin Road and NE 28<sup>th</sup> Street as depicted in Exhibit A.

B. Developer installed Improvements in accordance with Camas Municipal Code (CMC) 17.19.040C, the Camas Comprehensive Plan, the Camas General Sewer Plan and the Camas Water System Plan.

C. Chapter 35.91 RCW authorizes municipalities to contract with owners of real property for the construction of sewer and water improvements to be conveyed to the municipality, and to provide for a period of not to exceed twenty (20) years for the reimbursement of such owners and their assigns by any owner of real estate who did not contribute to the original cost of such water or sewer facilities and who subsequently tap onto or use the same of a fair pro rata share of the cost of the construction of said water or sewer facilities, including not only those directly connected thereto, but also users connected to laterals or branches connecting thereto, subject to such reasonable rules and regulations as the governing body of such municipality may provide or contract, and notwithstanding the provisions of any other law.

D. Developer has requested a Latecomer Agreement and the City and Developer have subsequently complied with Chapter 35.91 RCW, which establishes the requirements and process for establishing a latecomer reimbursement area and reimbursement amount.

E. The real properties depicted on Exhibit A ("Benefited Properties") may potentially be benefited by the Improvements, and should be required to pay a fair pro

rata share of the cost of construction of Improvements in the event the owners thereof tap into or use the Improvements within the period provide in this Latecomer Agreement.

F. The fair pro rata share of the cost of the construction of said Improvements to each Benefited Properties who subsequently tap onto or use the same ("Latecomer Reimbursement") is shown in Exhibit B.

G. A summary of the Nature and Extent of the Developer's Improvements, Total Cost of the Improvements, and a description of the method of calculating the Latecomer Reimbursement is included in Exhibit C.

## **AGREEMENT**

The parties agree as follows:

1. Reimbursement Authorized. If the owner of any Benefited Property depicted in Exhibit A and listed in Exhibit B requests connection to the Facilities to serve new development within 20 years of the effective date of this Agreement, the City shall collect from such owner, prior to connection, Latecomer Reimbursement in the amounts stated in Exhibit B. [C(C1)]

2. Payment of Reimbursement to Developer. The City shall forward the Latecomer Reimbursement collected under Section 1, less a Handling Fee, to the Developer within thirty (30) days of receipt of the funds. The Handling Fee shall be equal to the amount shown on the City's annual Fee Schedule for a "Transfer of Developer Credits" (2019 amount equal to \$55.00). Funds received by negotiable instrument, such as a check, will be deemed received ten (10) days after delivery to the City. Should the City fail to forward the latecomer's fee to the Developer through the City's sole negligence, then the City shall pay the Developer simple interest on those monies at the rate of twelve percent (12%) per annum. However, should the owner of any Benefited Property be negligent in paying the City and thus contribute to the failure of the City to pay over the latecomer's fee, then no interest shall accrue on late payment of the latecomer's fee. Payment of funds shall be made to the Developer at the following address:

Green Mountain Estates, LLC  
c/o Rian Tuttle  
604 W Evergreen Boulevard  
Vancouver, WA 98660

3. Abandonment of Improvements. If the City abandons all or any portion of the Improvements during the term of this Agreement, the City shall have no obligation to collect the latecomer reimbursement.

4. Assignment. Developer may assign this Agreement to any person by submission to the City of a signed and notarized Notice of Assignment stating the name, street address, telephone number and email address of the assignee.

5. Connection to System. The provisions of this Latecomer Agreement shall not be construed as establishing express or implied rights for any property owner to connect to the City's utility system without first qualifying for such connection by compliance with all applicable City codes and ordinances.

6. Hold Harmless. Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in this contract.

7. Recording. This Latecomer Agreement shall be recorded in the records of the Clark County Auditor, and it shall be binding upon the parties, their heirs, successors and assigns, and all Benefited Property owners. The Developer agrees to reimburse the City for the recording fee and for all legal fees and other costs associated with the execution and recordation of the agreement.

8. Effective Date and Term. This Agreement shall be effective from and after the date of its execution by the City, and shall terminate 20 years thereafter or when all reimbursement amounts in Exhibit B have been collected, whichever occurs first.

9. Liens. The reimbursement amounts due and owing to the Developer from the owners of Benefited Properties described in Exhibit A shall be a lien and servitude upon those properties.

10. Entire Agreement; Binding Nature. This Agreement constitutes the entire agreement between the parties concerning reimbursement for a pro-rata share of the cost of the Improvements, and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

11. Incorporation of Exhibits. Exhibits A, B, and C are incorporated by reference into this Agreement.

DATED AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

CITY OF CAMAS, a Municipal Corporation of the State of Washington.

By: \_\_\_\_\_

STATE OF WASHINGTON    )  
  : s.s.  
County of Clark                )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
signed this instrument on oath, stated that he was authorized to execute the instrument on behalf  
of the **CITY OF CAMAS, CLARK COUNTY, WASHINGTON** to be the free and voluntary act of  
such parties for the uses and purposes mentioned in this instrument.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
resident at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

CAMAS SCHOOL DISTRICT NO. 117

By: \_\_\_\_\_

State of Washington    )  
  ) s.s.  
County of Clark                )

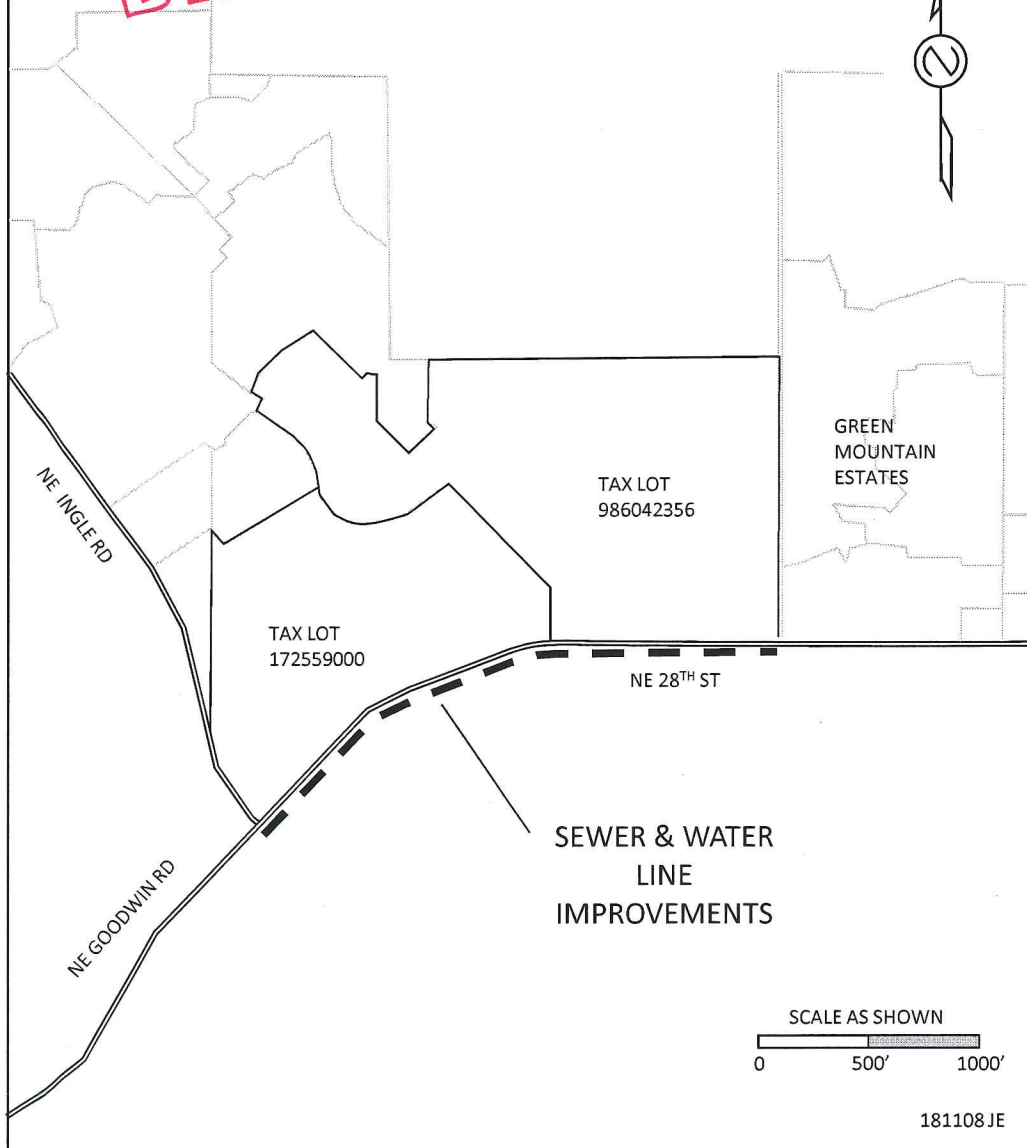
I certify that I know or have satisfactory evidence that \_\_\_\_\_  
signed this instrument on oath, stated that he was authorized to execute the instrument on behalf  
of the **GREEN MOUNTAIN ESTATES, LLC** to be the free and voluntary act of such parties for  
the uses and purposes mentioned in this instrument.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of Washington  
Residing in \_\_\_\_\_  
Appointment Expires \_\_\_\_\_

EXHIBIT A  
NE 28<sup>TH</sup> STREET WATER AND SEWER IMPROVEMENTS  
WITH BENEFITTED PROPERTIES

DRAFT



**DRAFT**

**EXHIBIT B**  
**GREEN MOUNTAIN ESTATES, LLC**  
**REIMBURSEMENT FEE SCHEDULE**

Parent Parcel Number	172559000	986042356
Property Owner	GREEN MOUNTAIN LAND LLC	LENNAR NORTHWEST INC.
Parcel Frontage Main Line NE 28th Street In Lineal Feet	1567	1062
Water Main Cost Per Lineal Feet	\$81.29	\$84.05
Total Water Amount Owed	\$127,389	\$89,264
Parcel Frontage Main Line Sewer NE 28th Street In Lineal Feet	1617	1063
Sewer Main Cost Per Lineal Feet	\$85.20	\$85.20
Total Sewer Amount Owed	\$137,768	\$90,568
Potential ERU	TBD*	202**
Latecomer Water Per ERU	TBD*	\$441.90
Latecomer Sewer Per ERU	TBD*	\$448.36

ERU = Equivalent Residential Unit

TBD\* = To Be Determined - Land is zoned commercial

\*\* Per current proposal by Lennar - ERU costs to be calculated per actual number of lots

## EXHIBIT C

### LATECOMER REIMBURSEMENT SUMMARY

#### Nature and Extent of Project

Green Mountain Estates, LLC constructed a portion of the Green Mountain Estates Subdivision as preliminarily approved per City File No. SUB 15-02. The project included the construction of water and sewer main lines on NE Goodwin Road and NE 28<sup>th</sup> Street ("Improvements") that provide direct benefit to adjacent properties. A figure showing the Improvements is included as Exhibit A. The project has been constructed and accepted by the City.

Total Improvements Cost (less System Development Charge Credits)    \$896,163

#### Method of Calculating Assessment

Staff reviewed calculations for the latecomer reimbursement completed by Olson Engineering and Environmental, Inc. on behalf of the Developer, and tabulated as shown in the attached Exhibit B.

#### Assessment Calculation:

Two parent parcels have the potential to benefit from this improvement. The approach to distribution of cost to these parcels is to assign a pro-rata share to each parcel using the overall eligible benefit costs for the improvements (less System Development Charge (SDC) credits issued to the Developer) divided by the overall length of the frontage of the associated lots. The cost per lot is calculated by the applicable cost per lineal foot of Improvement multiplied by the overall length of the parent parcel.