

RETURN ADDRESS:
City of Camas
616 NE 4th 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 CLB Washington Solutions 1, LLC, hereinafter referred to as "Developer".

RECITALS

A. Developer installed certain sewer infrastructure improvements (hereinafter referred to as "Improvements") for Green Mountain PRD Phase 1 as required by the August 3, 2015 preliminary approval of SUB 14-02, Green Mountain Planned Residential Development (PRD) Master Plan and Phase 1 of said PRD. Improvements include the installation of the Goodwin Road regional pump station and related piping on NE Goodwin Road as depicted in Exhibit A.

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

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 D.

AGREEMENT

The parties agree as follows:

1. Reimbursement Authorized. If the owner of any Benefited Property depicted in Exhibit B and listed in Exhibit C 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 C. [C(C)]

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:

CLB Washington Solutions, LLC
c/o Bluestone Communities
Attention: Ralph Emerson
26895 Aliso Creek Rd.
Ste B-522
Aliso Viejo, CA 92656

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 C 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 B 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, C and D 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)

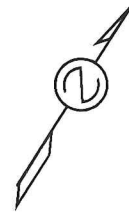
I certify that I know or have satisfactory evidence that _____
signed this instrument on oath, stated that he was authorized to execute the instrument on behalf
of the **CLB WASHINGTON SOLUTIONS 1, LLC** to be the free and voluntary act of such parties
for the uses and purposes mentioned in this instrument.

DATED THIS _____ DAY OF _____, _____

Notary Public for the State of Washington
Residing in _____
Appointment Expires _____

EXHIBIT A
GOODWIN ROAD PUMP STATION IMPROVEMENTS
INSTALLED BY
CLB WASHINGTON SOLUTIONS 1, LLC

DRAFT



NE GOODWIN RD.

NE INGLE RD.

TAX LOTS
172547000 & 172560000

GOODWIN ROAD
SEWER

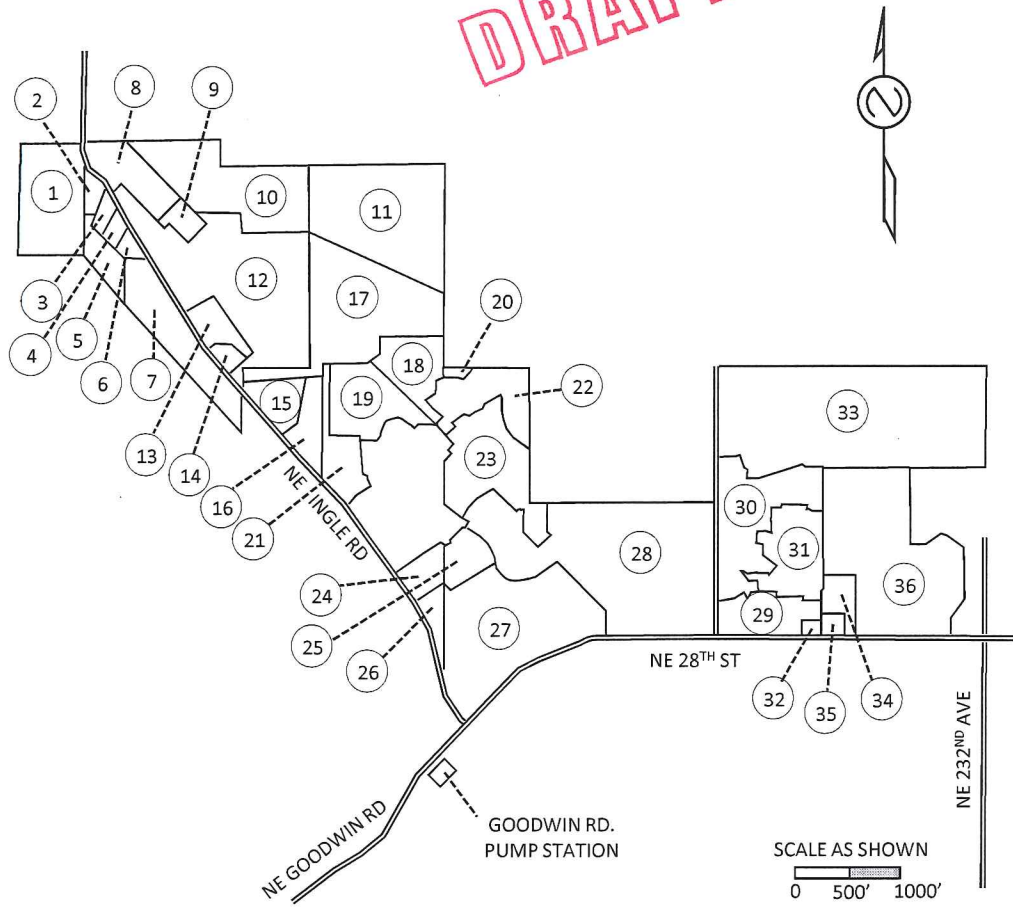
GOODWIN ROAD
PUMP STATION

SCALE AS SHOWN
0 50' 100'

181108 JE

EXHIBIT B
GOODWIN ROAD PUMP STATION IMPROVEMENTS
BENEFITED PROPERTIES

DRAFT



DRAFT

EXHIBIT C
CLB WASHINGTON SOLUTIONS 1, LLC
LATECOMER REIMBURSEMENT FEE SCHEDULE

Parcel ID #	Tax Lot Serial Number	Pump Station Latecomer Per ERU
1	115582000	\$534.14
2	171701010	\$534.14
3	172344010	\$534.14
4	172344005	\$534.14
5	172344000	\$534.14
6	172343000	\$534.14
7	172346000	\$534.14
8	986043773	\$534.14
9	171730000	\$534.14
10	986047280	PAID
11	986047279	PAID
12	172341000	PAID
13	172342000	\$534.14
14	986033395	\$534.14
15	172542000	\$534.14
16	986029469	\$534.14
17	172557000	PAID
18	986046311	PAID
19	172557000	PAID
20	986037308	PAID
21	172555000	PAID
22	986048038	PAID
23	986047741	PAID
24	986037307	PAID
25	173178000	PAID
26	986037656	PAID
27	172559000	PAID
28	986042356	\$534.14
29	986046873	\$534.14
30	173158000	\$534.14
31	986047283	\$534.14
32	173213000	\$534.14
33	173193000	\$534.14
34	173194000	\$534.14
35	173216000	\$534.14
36	173157000	\$534.14

ERU = Equivalent Residential Unit

181108JE

EXHIBIT D

LATECOMER REIMBURSEMENT SUMMARY

Nature and Extent of Project

CLB Washington Solutions 1, LLC constructed a portion of Phase 1 of the Green Mountain Planned Residential Development (PRD) as preliminarily approved per City File No. SUB 14-02. The project included the construction of the Goodwin Road Pump Station and the related sewer main construction from the pump station to the intersection of NE Goodwin Road and NE Ingle Road ("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) \$864,683

Method of Calculating Assessment

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

Assessment Calculation:

Thirty six parcels have the potential to benefit from this improvement, including those in which the Developer is associated. The approach to distribution of cost to these parcels is to assign a pro-rata share to each parcel using an equivalent residential unit cost. The equivalent residential unit cost is arrived at by taking the overall eligible costs for the improvements (less System Development Charge (SDC) credits issued to the Developer) divided by the overall potential to provide 1,620 equivalent residential units (ERUs) for the Goodwin Road Sewer Pump Station Basin. The cost per equivalent residential unit is calculated at \$534.14. While all properties within the basin are included in this calculation, payments have already been accounted for on lots 10 through 12 and lots 17 through 27 as reported by the Developer and as indicated on Exhibit C.