

LATECOMER AGREEMENT
Alter Street Sewer Extension No. 1

This AGREEMENT is made by and between the CITY OF LONGVIEW, a municipal corporation of the State of Washington, hereinafter referred to as the “City,” and DOUGLAS RAE INVESTMENTS LLC, hereinafter referred to as “Owner.”

WITNESSETH:

WHEREAS, the Owner named above owns the real property described as #105 Alter Street, Parcel #0190814, located in Section 24, Township 8N, Range 3W of the Willamette Meridian, Cowlitz County; and

WHEREAS, Owner has caused to be constructed at their own expense, 97-feet of 8-inch sewer main beginning at an 8” sewer main previously capped at the intersection of Alter Street and 40th Avenue and ending 7 feet northwesterly of the southeast property line of Parcel #0190813 (#105 Alter Street); and

WHEREAS, the eligible costs of the above sewer main were paid solely by the Owner, and twelve (12) additional parcels will, when connected to this sewer main or future extensions thereof, utilize and benefit from this sewer main; and

WHEREAS, in accordance with RCW 35.91, Municipal Water and Sewer Facilities Act, the City and Owner desire to enter into an agreement whereby the parcels benefitting in the future from the above-described sewer main will reimburse the Owner for their fair pro-rata share of the cost of such improvement, and the Owner’s request for such agreement was submitted prior to City approval of the sewer main.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. TERM: This Agreement shall be in full force and effect for a period of twenty (20) years from the date of execution of this agreement. Extensions may be granted for a period equal

to the duration of City actions that prevent approving new connections within the benefit area for a period of six months or more. Such extensions shall be recorded with the county auditor and property owners subject to the reimbursement obligations under this contract shall be notified of such extensions by the City.

Section 2. CONDITIONS FOR ACCEPTANCE OF FACILITIES: This Agreement is contingent upon the Owner satisfying the following conditions:

- a) All water and sewer facilities shall be constructed in accordance with the City's Standard Plans and Specifications and all review and construction permit fees shall be paid;
- b) Construction of the water or sewer facility shall be according to the plans and specifications approved by the City;
- c) The City shall inspect the water or sewer facility during construction and Owner's contractor shall correct any deficiencies identified by City; upon completion of construction, acceptance of the facility shall be subject to City approval;
- d) Ownership of the water or sewer facility shall transfer to the City without cost to the City upon acceptance by the City of the water or sewer facility;
- e) Full compliance with the Owner's obligations under the contract and with the City's rules and regulations;
- f) Owner shall provide sufficient financial security or performance bonding to the City to ensure completion of the water or sewer facility and other performance under this Agreement;
- g) Payment by the Owner to the City of all of the City's costs associated with the water or sewer facility including, but not limited to, engineering, legal, and administrative costs; and
- h) Verification and approval of all contracts and costs related to the water or sewer facility.

Section 3. OWNER CONTACT INFORMATION: Every two years from the date of execution of this Agreement, the Owner shall provide the City with their current contact name, address, telephone number, and e-mail address. If the Owner fails to so notify the City within sixty days of the specified date, the City may collect any reimbursement funds due the Owner and deposit them in the City's capital fund.

Section 4. CALCULATION OF LATECOMER'S CHARGE: The City has determined that each parcel utilizing the sewer main described above, whether by a direct connection or connection to a future extension thereof, shall pay an equal share in the costs of the above sewer main, as calculated in Exhibit B.

Section 5. IMPOSITION OF LATERCOMER'S CHARGE: Parcels 0190802 through 0190813 (Lots 104 and 106 through 116) shown on Exhibit A and identified in Exhibit B as connecting to or upstream of the previously described sewer main, whose owners during the term

of this agreement connect, tap into, or use the sewer main constructed by Owner, shall be required to pay a latecomer's charge to the City as a prerequisite to such connection or use, except that parcel no. 0190803 connected prior to execution of this Agreement and is therefore exempt from paying a latecomer's charge. The amount of the latecomer's charge shall be as shown in Exhibit B.

Section 6. REIMBURSEMENT: Upon receipt of the first latecomer's payment collected pursuant to this Agreement, City shall deduct and retain a \$250.00 processing fee to establish this Agreement as provided for by Longview Municipal Code Section 19.80.220. The remainder of the latecomer payment shall be remitted to Owner. In addition to each latecomer fee, a \$100 per connection administrative fee shall be collected from latecomers and retained by the City. This administrative fee shall be in addition to any other capital recovery costs or system development charges due for the latecomer's connection.

Section 7. RECORDING: This agreement shall be recorded in the office of the County Auditor of Cowlitz County, Washington.

Section 8. STATUTORY AUTHORITY: This agreement is based upon the authority conferred by Section 35.91 of the Revised Code of Washington.

DATED this _____ day of _____, 20_____.

CITY OF LONGVIEW
LLC

DOUGLAS RAE INVESTMENTS

By: _____
Mayor

Owner

STATE OF WASHINGTON)
)
COUNTY OF COWLITZ)

On this _____ day of _____, 20_____, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 20_____.

Notary Public in and for the State of Washington,
Residing at _____.
My commission expires: _____.