

APPENDIX H

After recording return document to:

City of Lacey
Public Works
420 College Street SE
Lacey, WA 98503

Document Title: Latecomers Agreement

Grantor(s) (Last name first, then first name and initials):

1. _____
2. _____
3. _____
4. _____
5. • Additional name(s) on page _____ of document.

Grantee: City of Lacey

Abbreviated Legal Description (i.e. lot, block, plat or section, township, range):

Actual legal is on page _____ of document.

Assessor's Property Tax Parcel Number: _____

Section, Township, Range: S _____, T _____ N, R _____ (E or W), W.M.

Fronting Street: _____

Cross Street: _____

(Note: To comply with recording requirements, the final document must have one inch margins on all sides.)

SELECT EITHER SEWER OR WATER
(SANITARY SEWER, WATER) EXTENSION AGREEMENT

LCA 20-__
(INSERT DEVELOPMENT NAME HERE)

THIS AGREEMENT entered into this _____ day of _____, 20__, between the City of Lacey, a municipal corporation, hereinafter referred to as the “City” and _____, hereinafter referred to as the “Developer” ,

WITNESSETH:

WHEREAS, the Developer has extended the City’s sanitary sewer (or water) system along public right-of-way (or easement) by construction of Insert here an “on-from-to” description of the facility to be constructed, including diameter and length, as well as special major facilities such as lift stations, booster pumps, etc. together with all manholes, fittings and other necessary appurtenances as shown on Exhibit A.

All construction is in accordance with standards of the City of Lacey and plans on file in the office of the City Engineer that were approved on _____, 20__, (Lacey Dwg # D20-____), and

WHEREAS, said sanitary sewer (or water) facility shown on Exhibit A makes it possible for the owners of the properties outlined on said Exhibit A and listed in Exhibit B and C to use said facility in the future, and

WHEREAS, the Developer has prepared the following exhibits for attachment to this agreement:

- Exhibit A, being a map of the constructed facilities and the benefited areas with a Map ID for each parcel;
- Exhibit B, comprised of
- A listing of all eligible costs attributed to this facility,
- The basis for distribution of that cost among all properties which are or may be benefited by said facility and
- A listing of each property containing pertinent dimensions or other data used in the calculation of the fee, and
- The latecomer fee therefore;
- Exhibit C, being the legal descriptions for each parcel, cross referenced to the Assessor’s Parcel Number, the Map ID number, and recording information, and

WHEREAS, the City is willing to accept said sanitary sewer (or water) facility as part of the City’s sewerage (or water) system and, in return, collect from future users of said facility, their pro rata share of the cost of said facility to be reimbursed to the Developer, now therefore, it is hereby agreed between the parties as follows:

1. The City shall accept ownership of said sewer (or water) facilities and the Developer shall execute any documents necessary to place complete ownership of said facilities in the City. From the time of acceptance by the City, the facilities shall belong to the City and the City shall be responsible for their maintenance and operation and shall be entitled to all revenues derived from the use of said facilities.

2. For a period of twenty (20) years from the date of final public works approval of the project, that date being _____, 20__, the City shall collect from the owners of properties outlined on Exhibit A and listed on Exhibit B and C, prior to allowing the use by said properties of said sanitary sewer (or water) extension as shown on Exhibit A, the fair pro rata share of the cost of subject facilities and shall pay said sums to the Developer. This agreement, including Exhibits A, B, and C, having been prepared by the Developer, and approved by the City, shall be recorded with the Thurston County Auditor at the expense of the Developer, all in accordance with Section 13.52.030 of the Lacey Municipal Code.

(Please note. The City does not defend interest charges but will attempt to collect if the rate does not exceed the prime rate at the time of project acceptance.)

3. The Developer shall be entitled to interest reimbursement on compliance with the following terms:

A. The maximum term for calculation of interest shall be 20 years.

B. Interest shall be paid on the latecomer's fee calculated as shown in Exhibit B in accordance with the following formula:

$$I = C * i * T / 12$$

I: Total interest charge

C: Latecomers cost

i: Interest rate (____%)

T: Time in months since project was accepted to date of each latecomer's hookup (up to but not exceeding 240 months)

Reimbursement shall be collected by the City of Lacey from those tapping into or using said facility as provided in the previous paragraph and in accordance with Exhibit B.

4. Effective Date

This Agreement shall be effective as of the _____ day of _____, 20__, and latecomer fees shall be collected here-under for all projects and/or properties approved for hook up to or through subject facilities as provided for herein, for a period of twenty (20) years from _____.

In the event of assignment by the Developer of any interest in this contract, written notice thereof shall be given to the City of Lacey. All payments to be made by the City of Lacey to the Developer under this contract shall be sent to the following address, TO-WIT:

(Insert here the name and mailing address of the Developer.)

Or to such address as the Developer may hereafter direct in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above written.

(If the Developer is a corporation, use a signature block and Notary Statement similar to the following. If an individual, delete this and use the next.)

Corporate Signature

Developer:

By: _____ Its: _____

By: _____ Its: _____

CORPORATE NOTARY FORM

STATE OF WASHINGTON)
)ss.
County of)

On this _____ day of _____, 20__, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

to me known to be the _____ President and _____ Secretary,

respectively, of _____ the corporation that executed the foregoing instrument, to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

(If the Developer is an individual delete the signature block and Notary Statement above and use one similar to the following.)

INDIVIDUAL SIGNATURE & NOTARY

By: _____

STATE OF WASHINGTON)
)ss.
County of Thurston)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

CITY OF LACEY

By: _____
 (Name of City Manager), City Manager

Approved as to form:

By: _____
 (Name of City Attorney), City Attorney

EXHIBIT "A" LCA 20-__
(Use LCA # assigned by City)

(INSERT DEVELOPMENT NAME HERE)

Map

Include the following:

- A boundary around all benefited properties
- If benefited properties are not contiguous, outline each of them with a bold line
- Map ID number for each benefited parcel
- Constructed facility, including pipe diameter, length if used in latecomer calculations, label as to sewer, force main, STEP main, Lift Station, waterline, booster pump
- Section corners and/or quarter corners
- The developer's development, subdivided if appropriate
- A few key street names

Do not include

- Planning designations unless used as a basis for latecomer fee calculations
- Other unrelated data

Title Block

- Name of firm preparing map
- EXHIBIT A LCA 20-__ (get this number from the City)
- DEVELOPMENT NAME

Legend

- Scale bar
- North Arrow
- Map ID number symbol
- Symbols for special facility construction if appropriate

EXHIBIT "B" LCA 20-__

(Use LCA # assigned by City)

(INSERT DEVELOPMENT NAME HERE)

COST, FEE CALCULATION & DISTRIBUTION

Cost Summary

Construction Cost	\$
Sales Tax	\$
Design	\$
Survey & Construction Inspection	\$
City Plan Check & Inspection Fees and Permits	\$
Right-of-way or Easement Costs	\$
Preparation of LCA agreement	\$
Other	\$ _____
Total	\$

NOTE: Tabulate and submit documentation for all costs. This documentation will not be filed with the auditor but must be submitted to and approved by the City to be included as a reimbursable cost. Acceptable documentation includes receipts or suppliers invoice, with project identification and marked paid.

Latecomer Fee Basis

- Indicate basis for distribution of costs
Frequently used methods include
 - Frontage
 - Area
 - Combination of Frontage & Area, with Frontage costs based on the City approved front foot charge in effect at time of acceptance. (Found in the Development Guidelines, Appendix A, page A-2 or A-3 as amended on A-6.) Area costs then account for over sizing or extra depth and cover all costs not covered by Frontage Fees. If this is used we will check to assure that your documented costs are greater than the City approved front foot rate. Alternatively, the area charges can be based on documented extra costs for over sizing or extra depth and documented costs for an eight inch collection or distribution line.
 - ERU (Equivalent Residential Unit) defined by ordinance as equivalent to one single family household and equal to 900 cubic feet of water use per month. (Useful in some commercial or multifamily cases.)
- Show formula for calculating fee

Latecomer Fee Distribution

(Table or Spreadsheet printout. Columns to be included depends on the method of calculating fee. They may include the following:)

Map ID	Frontage	Area	F. Cost	A Cost	Total Fee	Owner	Address
Total	(Sum)	(Sum)	(Sum)	(Sum)	(Sum)		

(Note; Mark the fee for the developer as PAID)

EXHIBIT "C" LCA 20-__

(Use LCA # assigned by City)

(INSERT DEVELOPMENT NAME HERE)

BENEFITED PROPERTIES

Map ID Page	Assessors Parcel No	Recorded in Vol. &
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(Insert Legal Description Here)

Map ID Page	Assessors Parcel No	Recorded in Vol. &
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(Insert Legal Description Here)

S A M P L E

Map ID	Assessors Parcel No	Recorded in Vol. & Page
1	1181144-0100	VOL. 163 PAGE 325

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M. EXCEPT PORTION CONVEYED TO THE STATE OF WASHINGTON, FOR STATE ROAD NO. 1, BY DEED RECORDED IN VOLUME 146 OF DEEDS, PAGE 456, UNDER AUDITORS FILE NO. 254187, RECORDS OF SAID COUNTY.

Map ID	Assessors Parcel No	Recorded in Vol. & Page
2	1181232-0500 AND 1181232-0501	VOL. 356 PAGE 365

AN UNDIVIDED ONE-HALF INTEREST IN: THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN LYING SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 1;

EXCEPTING THEREFROM PORTION LYING IN THE EAST 2112.72 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12;

ALSO THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN.

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