

**RESOLUTION NO. 15-08**

**BUCKLEY, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY, WASHINGTON APPROVING A LATECOMER'S AGREEMENT BETWEEN THE CITY AND PERKIN'S PRAIRIE LLC FOR PARTIAL REIMBURSEMENT FOR THE COST OF CONSTRUCTING A REQUIRED PUBLIC UTILITY IMPROVEMENT.**

**WHEREAS**, the Buckley Municipal Code and the State Environmental Policy Act may require private development to make infrastructure improvements; and

**WHEREAS**, Chapter 35.91 RCW provides that at the owner's request, a municipality must contract with the owner of real estate for the construction or improvement of water or sewer facilities that the owner elects to install solely at the owner's expense. The owner must submit a request for a contract to the municipality prior to approval of the water or sewer facility by the municipality; and

**WHEREAS**, BMC 14.14 describes the process for a property owner or developer to request the execution of a latecomer agreement with the city council for water, sewer and/or stormwater facilities to provide for the partial reimbursement of the cost of constructing the water, sewer and/or stormwater natural gas facilities; and

**WHEREAS**, Perkins Prairie LLC recently completed Phase 1 of the Perkins Prairie Subdivision where as a result of plat approval was required to extend the City sanitary sewer main at the developer's expense; and

**WHEREAS**, as a result of installing this required improvement Perkins Prairie LLC has submitted a proposed latecomer's agreement, including a description of the methodology and the pro rata share for each property to the City seeking to be partially reimbursed for the cost of constructing the improvement; and

**WHEREAS**, the City accepted the improvement upon approval of the Final Plat of Perkins Prairie Phase 1 on March 24, 2015; and

**WHEREAS**, the City engineer reviewed and approved the method of assessment and cost of construction on April 22, 2015; and

**WHEREAS**, Perkins Prairie LLC sent appropriate notice to all affected property owners on April 30, 2015; and

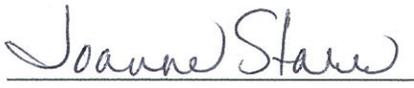
**WHEREAS**, the City Council provided notice and conducted a public hearing on the proposed latecomer's agreement on May 12, 2015; and

**NOW THEREFORE BE IT RESOLVED** the City Council of the City of Buckley hereby approves the Perkins Prairie LLC Latecomer's Agreement with Exhibits attached hereto and incorporated by this reference as if set forth in full.

Introduced, passed and approved this 12<sup>th</sup> day of May, 2015.

  
\_\_\_\_\_  
Pat Johnson, Mayor

ATTEST:

  
\_\_\_\_\_  
Joanne Starr, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Phil Olbrechts, City Attorney

**Posted: May 18, 2015**

Return Address:  
City of Buckley  
City Clerk  
P.O. Box 1960  
Buckley, WA 98321

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Above this line reserved for recording information

**LATECOMER'S AGREEMENT FOR SANITARY SEWER**

Reference # (if applicable):	N/A (unless previous recording)
Additional page:	
Grantor:	City of Buckley
Grantee:	Perkins Prairie, L.L.C.
Additional on page:	
Legal Description / STR:	Section 2, Township 19 North, Range 6 East
Assessor's Tax Parcel ID#:	0619038002, 0619023005

This Latecomer's Agreement for Sanitary Sewer (the "Agreement") is made and entered into this 19th day of May, 2015, by and between the City of Buckley, a municipal corporation of Pierce County, Washington ("City") and Perkins Prairie, L.L.C., a Washington limited liability company, whose address is c/o Investco Financial Corporation, 1302 Puyallup Street, Suite A, Sumner, WA 98390 ("Developer").

WHEREAS, pursuant to **Chapter 14.14** of the Buckley City Code, the City has by Resolution No. 15-0~~8~~ adopted by the City Council of the City of Buckley on the 12th day of May, 2015, approved the execution of this Agreement with the Developer for the sanitary sewer facilities (the "Facilities") described in this Agreement; and

WHEREAS, the Developer has offered and the City has agreed to accept the bill of sale in the form (the "Bill of Sale") attached as Exhibit A hereto with respect to the Facilities as part of the utility systems of the City.

NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:

**I. DEVELOPER**

As of the date hereof, the Developer is the record owner of real property legally described on Exhibit B attached hereto. The real property described is also known as the "Plat of Perkins Prairie."

## II. FACILITIES

The Facilities which have been constructed by the Developer are as described in the attached Exhibit A as originally permitted under the name "Clearwater Estates" (now known as Perkins Prairie) on April 30, 2014, the originals of which are on file at the office of the City Engineer. The Facilities have been constructed in accordance with the ordinances and requirements of the City governing the construction specifications for Facilities of such type, and have been approved by the City Engineer.

## III. BENEFIT BOUNDARY

The properties benefited by the Facilities constructed by the Developer are shown on **Exhibits C and D** attached hereto. Any owner of real property legally described within the benefit boundary as shown on the attached Exhibits C and D (the "Benefit Boundary") shall pay as a condition for connecting to the Facilities an amount as identified in Section V. All property within the Benefit Boundary shall be subject to the connection fee as provided in this Agreement as a condition of issuance of the connection permit by the City. Parcels 0619038002 and 0619023005 are excluded from the benefit boundary; are exempt from future late comer fees; and are included only for calculating the prorata share applicable to the benefit boundary.

## IV. LATECOMER FEE

For a period of **twenty (20)** years from the date that the Bill of Sale is recorded, any owner (latecomer) of real estate located within the Benefit Boundary, and which owner has not otherwise fully contributed their pro rata share to the original cost of the Facility, shall pay to the City the amounts shown in Exhibit D attached hereto (the "Latecomer Fee"). The Latecomer Fee represents the fair and equitable pro rata share of the cost of construction of the Facilities payable by properties benefited by the Facilities. Payment of the Latecomer Fee is a condition of issuance of the connection permit by the City.

The City shall reimburse the Developer within sixty (60) days of the date the City receives payment from an owner requesting connection to the Facilities.

## V. AMOUNT OF REIMBURSEMENT; NOTIFICATION TO PROPERTY OWNERS

The Developer agrees that the amounts which the Developer receives from the property owners pursuant to Section III herein represents a fair pro rata share reimbursement for the Developer's construction of the Facilities. The specific amount of reimbursement will be the number of residential customer equivalents (RCE's) to be connected to the system under that specific permit multiplied by **\$551.40**. The estimated number of RCE's per parcel, along with the estimated assessment, is shown in Exhibit D attached hereto. The estimated amount of reimbursement for sanitary sewer facilities is \$168,728.40.

Prior to recordation by the Developer as described in Section VI the City shall mail to the property owners of the parcels listed in **Exhibits C and D** (as reflected in the records of the Pierce County Assessor's Office) notification of the allocation of costs to be levied against the properties which are payable prior to connection to the Facilities. The property owner shall have the right to a review

of the costs with the Director of Public Works if a written request is received by the Director within twenty one (21) days from the date of mailing of the notice for the purpose of requesting an adjustment in the allocation of the charge to the property.

The review shall be conducted within fourteen (14) days of the City's receipt of the written request. If the Director of Public Works does find cause for adjustment in the allocation of the charge to the benefited property(s), such adjustment will be made and the Developer will be notified of the adjusted amount(s) prior to recordation. The Director's determination on review shall be final, and may only be appealed to the Superior Court of the County in which the property is located. The resulting adjusted Exhibits C and D shall govern reimbursement amounts to be received by the Developer. If the adjustment results in an increased reimbursement amount to other parcels, the notification process in this Section V shall be repeated.

#### VI. EFFECT OF AGREEMENT

The provisions of this Agreement shall not be effective as to any owner of real property not a party hereto unless this Agreement has been recorded in the office of the County in which the real property is located prior to the time such owner receives a permit to tap into or connect to the Facilities.

If for any reason the City fails to obtain a Latecomer Fee before a property owner connects to the Facilities then the City is not liable for payment to the Developer.

The Developer agrees to pay all fees for recording this Agreement with the County Auditor. The Developer shall provide the City with confirmation of recording, but such recordation shall only be made after expiration of review period specified in Section V.

The entire responsibility for notices, recordation and completion of this Agreement is upon the Developer.

#### VII. OWNERSHIP OF FACILITIES

By acceptance of the Bill of Sale, the City acknowledges and agrees that the Facilities have been accepted by the City as satisfactory and the City agrees that the Facilities have or will become a part of the municipal system of the City. All maintenance and operation costs of the Facilities shall be paid by the City.

#### VIII. UNAUTHORIZED CONNECTION

Whenever any connection is made into the Facilities which is not authorized by the City, the City shall have the absolute authority to remove or cause to be removed such unauthorized connections and all connecting lines or pipes, located in the right-of-way. The City shall incur no liability for any damage to any person or property resulting from removal of the unauthorized connection.

#### IX. CURRENT ADDRESS & TELEPHONE NUMBER

Every two years from the date the latecomer agreement is executed, the Developer entitled to reimbursement under this section shall provide the City with information regarding the current

contact name, address, and telephone number of the person, company, or partnership that originally entered into the latecomer agreement. If the Developer fails to comply with the notification requirements of this subsection within (60) sixty days of the specified time, then the City may collect any reimbursement funds owed to the Developer under the latecomer agreement. Such funds shall be deposited in the capital improvement fund of the City

#### X. COVENANT RUNNING WITH THE LAND

This Agreement shall be a covenant running with the land and be binding on the Developer, its successors, heirs and assigns and shall be binding on the legal owners of all properties within the Benefit Boundary an, their successors, heirs and assigns.

#### XI. HOLD HARMLESS

The Developer will defend, indemnify, and save the City and the City's officials and agents harmless from all claims and costs of defense arising out of this Agreement as a result of Developer's actions, misconduct or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel whose time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement.

#### XII. CONSTITUTIONALITY OR INVALIDITY

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, as it being hereby expressly declared that this Agreement and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

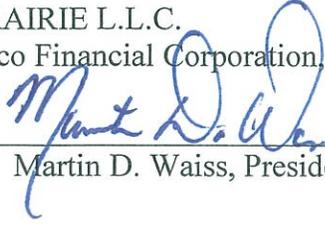


**DEVELOPER  
SIGNATURE PAGE TO LATECOMERS AGREEMENT**

**BY DEVELOPER:**

PERKINS PRAIRIE L.L.C.

By: Investco Financial Corporation, its Manager

By:   
Martin D. Waiss, President

STATE OF WASHINGTON )

Pierce ) ss.  
COUNTY OF WA )

I certify that I know or have satisfactory evidence that Martin D. Waiss is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Investco Financial Corporation, manager of Perkins Prairie LLC to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

Dated: May 20, 2015   
Notary Public in and for the State of Washington,  
residing at anon claw  
My commission expires: June 9, 2017



EXHIBIT "A"

CITY OF BUCKLEY, PIERCE COUNTY

BILL OF SALE

KNOW ALL BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor does by these presents hereby convey, set over, assign, transfer and sell to the City of Buckley, Pierce County, Washington, a municipal corporation, the following described sanitary sewer system and all appurtenances thereto, situated in the City of Buckley, Pierce County, Washington:

DESCRIPTION:

10" sewer line extension along the north side of Ryan Road from engineer's station 0+98.02 to station 20+10.05, as shown on the plans approved by the City of Buckley for Clearwater Estates (a.k.a. Perkins Prairie) dated April 30, 2014.

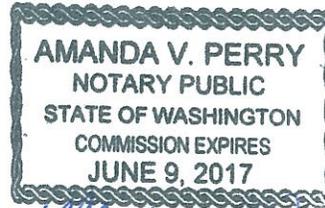
the said grantor(s) hereby warrants that he, they, it, is/are the sole owner(s) of all the property above described; that they have full power to convey all rights herein conveyed and agree to hold the City of Buckley harmless from any and all claims which might result from execution of this document.

BY DEVELOPER:

PERKINS PRAIRIE L.L.C.

By: Investco Financial Corporation, its Manager

By: Martin D. Weiss  
Martin D. Weiss, President



STATE OF WASHINGTON )

COUNTY OF Pierce ) ss.

I certify that I know or have satisfactory evidence that Martin D. Weiss is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Investco Financial Corporation, manager of Perkins Prairie to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

Dated: May 20, 2015 Amanda V. Perry

Notary Public in and for the State of Washington,  
residing at Oronoke  
My commission expires: June 9, 2017

EXHIBIT "B"

PERKINS PRAIRIE  
LEGAL DESCRIPTION

PARCEL A:

Lot 2, PIERCE COUNTY SHORT PLAT NO. 9310260572, according to the Map thereof recorded October 26, 1993,

records of Pierce County Auditor;

Situate in the County of Pierce, State of Washington.

PARCEL B:

The West three-fourths of the Southwest quarter of the Southwest quarter of Section 2, Township 19 North, Range 6 East

of the Willamette Meridian; EXCEPT the following described property:

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of said Section; Thence South 490

feet; Thence East 474 feet; Thence North 490 feet; Thence West 474 feet to the Point of Beginning. ALSO EXCEPT that

portion deeded to Pierce County for Ryan Company Road by Deed recorded December 29, 1938 under Recording No.

1239348;

Situate in the County of Pierce, State of Washington.



# EXHIBIT D

\$253,644.00

Map ID	Parcel Number	Address	Owner Name	Property size (in acres)	Zoning	Potential Number of Connections	Latecomers Fee	Comments
1	0619038002	XXX Ryan Road	Perkins Prairie LLC	35.58	R-6000	48	\$26,467.20	Extension not needed for plat
2	0619023005	1560 Ryan Road	Perkins Prairie LLC	24.36	R-6000	106	\$58,448.40	Extension not needed for plat site will drain north
3	0619023007	XXX Mason Ave	Maas	4.35	R-6000		\$0.00	
4	0619023021	XXX Ryan Road	Fetter	10.41	R-8000	28	\$15,439.20	Assumes 50% of net area is developable
5	0619023023	XXX Ryan Road	Fetter	14.73	R-8000	40	\$22,056.00	Assumes 50% of net area is developable
6	0619023022	1722 Ryan Road	Fetter	1.59	R-8000	4	\$2,205.60	
7	0619023018	XXX Ryan Road	Fetter	7.62	R-8000	20	\$11,028.00	Assumes 50% of net area is developable
8	0619023012	1766 Ryan Road	Swanson	1.12	R-8000		\$0.00	Likely too far to connect
9	0619023014	1788 Ryan Road	Frisby	1.21	R-8000		\$0.00	Likely too far to connect
10	0619023015	1822 Ryan Road	Ziemer	2.7	R-8000		\$0.00	Likely too far to connect
11	0619023024	1848 Ryan Road	Garner	7.18	R-8000		\$0.00	Likely too far to connect
12	0619101700	1435 Ryan Road	Hann	20	R-8000	54	\$29,775.60	Assumes 50% of net area is developable
13	8000300770	Tracts	Rohner	2.52	R-8000	6	\$3,308.40	Assumes 50% of net area is developable
14	0619112015	1645 Ryan Road	Rakowski	3.08	R-8000	8	\$4,411.20	Assumes 50% of net area is developable
15	0619112055	1634 Ryan Road	Craig-Gage	.71	R-8000	4	\$2,205.60	
16	0619112056	1631 Ryan Road	Rice	.62	R-8000	3	\$1,654.20	
17	0619112043	1655 Ryan Road	Zumach	6.92	R-20000	18	\$9,925.20	Assumes 50% of net area is developable
18	0619112027	1649 Ryan Road	Fischer	1.01	R-8000	4	\$2,205.60	
19	0619112029	1695 Ryan Road	Lamphear	6.65	R-8000	18	\$9,925.20	Assumes 50% of net area is developable
20	0619112011	1707 Ryan Road	Wittman	8.62	R-8000	23	\$12,682.20	Assumes 50% of net area is developable
21	0619112052	1763 Ryan Road	Manoharan	9.14	R-8000	24	\$13,233.60	Assumes 50% of net area is developable
22	8000300010	1634 Davis Pl	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
23	8000300020	1624 Davis Pl	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
24	8000300030	1614 Davis Pl	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
25	8000300040	1604 Davis Pl	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
26	8000300050	1594 Davis Pl	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
27	8000300060	1601 Davis Pl	Kase Properties II LLC	.5	R-20,000	1	\$551.40	
28	8000300070	1611 Davis Pl	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
29	8000300080	1621 Davis Pl	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
30	8000300090	1631 Davis Pl	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
31	8000300100	1650 Spaulding Cir	Pacific Coast Property Management	.5	R-20,000	1	\$551.40	
32	8000300110	1660 Spaulding Cir	Kase Properties II LLC	.5	R-20,000	1	\$551.40	
33	8000300120	1670 Spaulding Cir	Pacific Coast Property Management	.5	R-20,000	1	\$551.40	
34	8000300130	1680 Spaulding Cir	Kase Properties II LLC	.5	R-20,000	1	\$551.40	
35	8000300140	810 Spaulding Cir	Pacific Coast Property Management	.5	R-20,000	1	\$551.40	
36	8000300150	820 Spaulding Cir	Kase Properties II LLC	.5	R-20,000	1	\$551.40	
37	8000300160	830 Spaulding Cir	Koehn	.5	R-20,000	1	\$0.00	*Property is on septic
38	8000300170	840 Spaulding Cir	Shimensky	.5	R-20,000	1	\$0.00	*Property is on septic
39	8000300180	850 Spaulding Cir	Eccles	.5	R-20,000	1	\$0.00	*Property is on septic
40	8000300190	870 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
41	8000300200	880 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
42	8000300210	890 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
43	8000300220	1697 Spaulding Cir	Taylor Pro LLC	.5	R-20,000	1	\$0.00	*Property is on septic
44	8000300230	1677 Spaulding Cir	Taylor Pro LLC	.5	R-20,000	1	\$0.00	*Property is on septic
45	8000300240	1667 Spaulding Cir	Parlani & Vanhoof	.5	R-20,000	1	\$0.00	*Property is on septic
46	8000300250	1647 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	

# EXHIBIT D

\$253,644.00

Map ID	Parcel Number	Address	Owner Name	Property size (in acres)	Zoning	Potential Number of Connections	Latecomers Fee	Comments
47	8000300260	1637 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
48	8000300270	1617 Spaulding Cir	Heifner	.5	R-20,000		\$0.00	*Property is on septic
49	8000300280	1607 Spaulding Cir	Stevens	.5	R-20,000		\$0.00	*Property is on septic
50	8000300290	1597 Spaulding Cir	Anderson	.5	R-20,000		\$0.00	*Property is on septic
51	8000300300	1577 Spaulding Cir	Kase Properties II LLC	.5	R-20,000	1	\$551.40	
52	8000300310	897 Spaulding Cir	McManamy	.5	R-20,000		\$0.00	*Property is on septic
53	8000300320	877 Spaulding Cir	Pacific Coast Property Management	.5	R-20,000	1	\$551.40	
54	8000300330	867 Spaulding Cir	Gorden	.5	R-20,000		\$0.00	*Property is on septic
55	8000300340	847 Spaulding Cir	Kase Properties II LLC	.5	R-20,000	1	\$551.40	
56	8000300350	837 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
57	8000300360	827 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
58	8000300370	817 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
59	8000300380	822 Spaulding Cir	Pacific Coast Property Management	.5	R-20,000	1	\$551.40	
60	8000300390	832 Spaulding Cir	Ausbun	.5	R-20,000		\$0.00	*Property is on septic
61	8000300400	842 Spaulding Cir	Boyle	.5	R-20,000		\$0.00	*Property is on septic
62	8000300410	861 Spaulding Cir	Kase Properties II LLC	.5	R-20,000	1	\$551.40	
63	8000300420	882 Spaulding Cir	Harris	.5	R-20,000	1	\$551.40	
64	8000300430	881 Garnero St	Kase Properties II LLC	.5	R-20,000	1	\$551.40	
65	8000300440	871 Garnero St	Pacific Coast Property Management	.5	R-20,000	1	\$551.40	
66	8000300450	851 Garnero St	Kase Properties II LLC	.5	R-20,000	1	\$551.40	
67	8000300460	841 Garnero St	Pacific Coast Property Management	.5	R-20,000		\$0.00	*Property is on septic
68	8000300470	821 Garnero St	Clark	.5	R-20,000		\$0.00	*Property is on septic
69	8000300480	811 Garnero St	Alfano	.5	R-20,000		\$0.00	*Property is on septic
70	8000300490	804 Garnero St	Smith	.5	R-20,000		\$0.00	*Property is on septic
71	8000300500	814 Garnero St	Koepfel	.5	R-20,000		\$0.00	*Property is on septic
72	8000300510	834 Garnero St	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
73	8000300520	844 Garnero St	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
74	8000300530	854 Garnero St	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
75	8000300540	864 Garnero St	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
76	8000300550	884 Garnero St	Ghag Developments LLC	.5	R-20,000		\$0.00	*Property is on septic
77	8000300560	889 Lund St	Hanson	.5	R-20,000	1	\$551.40	
78	8000300570	869 Lund St	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
79	8000300580	859 Lund St	Ghag Developments LLC	.5	R-20,000		\$0.00	*Property is on septic
80	8000300590	849 Lund St	Moore	.5	R-20,000		\$0.00	*Property is on septic
81	8000300600	839 Lund St	Hanson	.5	R-20,000		\$0.00	*Property is on septic
82	8000300610	819 Lund St	Dulogio	.5	R-20,000		\$0.00	*Property is on septic
83	8000300620	809 Lund St	Banks	.5	R-20,000	1	\$551.40	
84	8000300630	812 Lund St	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
85	8000300640	822 Lund St	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
86	8000300650	832 Lund St	Odden	.5	R-20,000		\$0.00	*Property is on septic
87	8000300660	842 Lund St	Sevilles	.5	R-20,000		\$0.00	*Property is on septic
88	8000300670	862 Lund St	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
89	8000300680	872 Lund St	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
90	8000300690	1662 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
91	8000300700	883 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
92	8000300710	873 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	

# EXHIBIT D

\$253,644.00

Map ID	Parcel Number	Address	Owner Name	Property size (in acres)	Zoning	Potential Number of Connections	Latecomers Fee	Comments
93	8000300720	863 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
94	8000300730	843 Spaulding Cir	Taylor Pro LLC	.5	R-20,000		\$0.00	*Property is on septic
95	8000300740	833 Spaulding Cir	Freedman	.5	R-20,000		\$0.00	*Property is on septic
96	8000300750	823 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
97	8000300760	813 Spaulding Cir	Ghag Developments LLC	.5	R-20,000	1	\$551.40	
98	0619112054	1805 Ryan Road	Holz	9.15	R-8000		\$0.00	Likely too far to connect
99	0619112030	1875 Ryan Road	McBroom	4.72	R-8000		\$0.00	Likely too far to connect
*				.5	R-8000	2	\$1,102.80	10% of existing homes - Elk Heights
							<b>\$253,644.00</b>	
							<b>\$84,915.60</b>	
							<b>\$168,728.40</b>	

Less Parcels 0619038002 & 0619023005  
Estimated Reimbursable Amount **\$168,728.40**

\* Existing homes on septic systems are included in latecomer's basin. For calculation of latecomer fee, we have assumed that 10% of the existing septic systems will fail and homes will connect to sewer.  
 Existing homes include the following parcels:

8000300160	8000300270	8000300400	8000300730
8000300170	8000300280	8000300460	8000300740
8000300180	8000300290	8000300470	
8000300220	8000300310	8000300480	
8000300230	8000300330	8000300490	
8000300240	8000300390	8000300500	