



**Before the Board of Supervisors  
County of Placer, State of California**

**In the matter of: A RESOLUTION APPROVING AND  
AUTHORIZING THE CHAIRMAN OF THE BOARD OF  
SUPERVISORS TO EXECUTE THE ATTACHED  
REIMBURSEMENT AGREEMENT WITH WAYNE  
AND ELIZABETH WORDEN.**

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
First Reading \_\_\_\_\_

The following RESOLUTION was duly passed by the Board of Supervisors

of the County of Placer at a regular meeting held \_\_\_\_\_, by the following

vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chairman, Board of Supervisors

Attest:  
Clerk of said Board

\_\_\_\_\_  
**BE IT HEREBY RESOLVED** by the Board of Supervisors, County of Placer, State of California, that this Board approves the attached Reimbursement Agreement with Wayne and Elizabeth Worden, and

**BE IT FURTHER RESOLVED** that the Chairman of the Board is hereby authorized and directed to execute said Reimbursement Agreement on behalf of the County of Placer.

REIMBURSEMENT AGREEMENT  
BETWEEN THE COUNTY OF PLACER, and  
WAYNE LEE AND ELIZABETH TAYLOR KEARNEY WORDEN

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2009 by and between Wayne Lee and Elizabeth Taylor Kearney Worden, hereinafter referred to as "OWNERS" and the COUNTY OF PLACER, hereinafter referred to as "COUNTY".

W I T N E S S E T H

WHEREAS, OWNERS have constructed, at their own cost and expense, sanitary sewer facilities which consists of 249 feet of six inch sanitary sewer on, over and across their and other properties as shown on as-built plans for sanitary sewer prepared by A. R. Associates for the Worden Sewer Extension, Project No. FF 1444, dated 2008 (the "Improvements"), and;

WHEREAS, said Improvements have been inspected and approved by the COUNTY as having been constructed of the size, depth and dimensions and placed according to the requirements of COUNTY, and are also designed and constructed to be capable of providing sewer service to other properties, and;

WHEREAS, COUNTY is willing to reimburse OWNERS for part of the cost of construction of the Improvements on the terms set forth herein:

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, it is hereby agreed:

1. OWNERS convey to COUNTY all of their right, title and interest to the Improvements.
2. COUNTY hereby accepts said Improvements, all of which shall become a part of COUNTY'S system in Sewer Maintenance District 1, and shall thereafter be used, operated, maintained and managed by COUNTY to provide sanitary sewer service to OWNERS' property, among others.
3. in consideration of the construction of the Improvements by the OWNERS and the conveyance thereof to the COUNTY, COUNTY agrees to use its best efforts to the extent allowed by law to collect amounts to reimburse the OWNERS for a portion of the cost of the Improvements. Reimbursement shall be made solely from fees collected when additional connections occur in the future, and only to the extent provided herein.
4. A. OWNERS and COUNTY agree that the total cost to OWNERS for the construction of the Improvements is **\$50,272.26**. It is further agreed that

when the total cost of the improvements is divided up among the benefited parcels, the pro rata share of the Improvements is \$25,136.13 per parcel. As OWNERS are developing 1 parcel, their total share of the cost of the improvements is **\$25,136.13**. This leaves a remainder of **\$25,136.13** that will be reimbursed to OWNERS on a parcel by parcel basis should the remainder of the benefited parcels develop within the term of this Agreement. The benefited parcels are shown below and also on Exhibit 1, attached hereto and incorporated herein by reference (the "Benefited Properties").

B. Benefited Properties

APN	Reimbursement
052-070-037	\$25,136.13

C. COUNTY agrees that, as a condition of issuing a sewer connection permit or will serve letter to the Benefited Properties should the owner of said property require or request sewer service, COUNTY shall endeavor to collect the amount noted above from each of the Benefited Properties.

D. Upon collection, if and only if said collection has been accomplished, COUNTY shall pay said amounts to OWNERS. It is expressly agreed that the maximum reimbursement collected by County shall be **\$25,136.13**, and that the COUNTY shall have no obligation to pay OWNERS except from monies collected as set forth herein. No interest shall accrue on said amount.

E. Nothing in this Agreement shall be construed to otherwise relieve an owner of the Benefited Properties from paying all other connection and inspection fees required by COUNTY or otherwise complying with all COUNTY requirements.

5. The County's obligation to obtain reimbursement from the Benefited Properties shall expire ten (10) years after the date set forth above:
6. This Agreement shall be binding on the assigns, heirs and successors-in-interest of the parties hereto. In the event OWNERS assigns their right to receive any reimbursement that may come due under this Agreement, OWNERS shall provide written notice to COUNTY of said assignment. OWNERS shall be responsible for providing COUNTY with their address at all times.

**COUNTY OF PLACER**

Approved:

Approved as to Form

By: \_\_\_\_\_  
Chairperson  
Board of Supervisors

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

**OWNERS**

By: Wayne Lee Worden  
Wayne Lee Worden

By: Elizabeth Taylor Kearney Worden  
Elizabeth Taylor Kearney Worden

Address for notices:  
2405 Short Lane  
Auburn, CA 95603

**13.12.230 Responsibility of the property owner for construction of collecting system sewer and other improvements—Reimbursement.**

A. As a condition of a parcel of property being provided with sewer service, a collecting system sewer shall be required along the entire frontage of the parcel of property, which will receive sewer service.

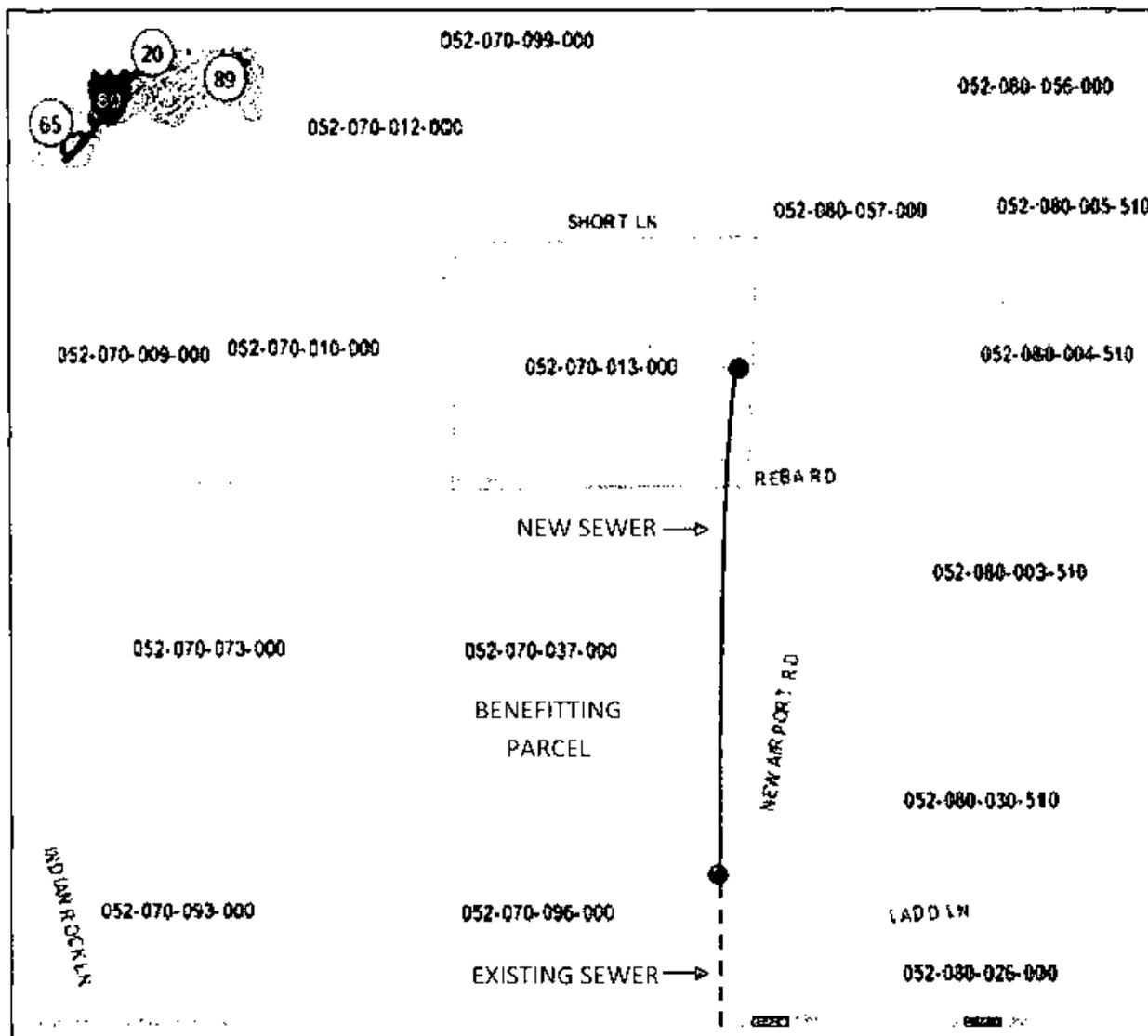
B. A property owner who, in order to connect to the sewer system, must install a collecting system sewer across any parcel of property owned by other parties in order to provide service to his or her property may enter into a reimbursement agreement with the county. The reimbursement agreement shall provide for repayment of a portion of the costs of construction from in-lieu fees. Only those costs which directly pertain to the construction of the collecting sewer system across parcels of property owned by other parties shall be subject to reimbursement.

C. Any reimbursement agreement entered into pursuant to subsection B of this section shall specify that reimbursement shall be made solely from in-lieu fees collected by the county pursuant to Section 13.12.360(B)(2) to the extent the county is lawfully able to do so, and shall be without interest. Reimbursement may be limited by the county to those fees which are collected over the ten (10) year period commencing on the date of execution of the reimbursement agreement.

D. A property owner who, in order to connect to the district sewer system, must construct a sewage lift station, forcemain, trunk sewer or other sewer improvements which will serve other parcels of property not owned by the property owner constructing the improvements may enter into a reimbursement agreement with the county. The reimbursement agreement shall provide for repayment of only that portion of the costs of construction which is proportionate to the benefit being provided to parcels of property owned by other parties.

E. Any reimbursement agreement entered into pursuant to subsection D of this section shall specify that reimbursement shall be made solely from fees collected by the county pursuant to Section 13.12.360(C), to the extent the county is lawfully able to do so, and shall be without interest. Reimbursement may be limited by the county to those fees which are collected over the ten (10) year period commencing on the date of execution of the reimbursement agreement.

F. Any temporary facilities required to serve a parcel of property shall be constructed at the sole expense of the property owner. (Ord. 5059-B § 18, 2000; prior code § 18.25)



# Facility Services - Worden Board Item

May 21, 2009

052-070-013

052-070-037

**Legend**

-  Subject Parcel
-  Benefiting Parcels
-  Parcels
-  Highway
-  Roads

  
0 255 510  
Feet

*242*