

RETURN ADDRESS:  
CLARK REGIONAL WASTEWATER DISTRICT  
P.O. BOX 8979  
VANCOUVER, WA 98668-8979



## INSTALLMENT PAYMENT AGREEMENT ENFORCEABLE BY LIEN

Check box if Side Sewer Exhibit is attached

\*\*\*\*\*

Legal Description: \_\_\_\_\_

Assessor's Tax Parcel ID: \_\_\_\_\_

\*\*\*\*\*

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Clark Regional Wastewater District, a Washington municipal corporation ("District"), Clark County, Washington ("County") and \_\_\_\_\_ ("Owner").

### R E C I T A L S:

A. The District owns, operates and maintains a sewer system in an area, which includes the following real property in Clark County, Washington: \_\_\_\_\_ ("Real Property"). Owner desires to connect the "Real Property" to the District's system.

B. RCW 57.08.005 authorizes the District to charge reasonable connection charges to property owners connecting to the District's system so that the property owners bear their equitable share of the cost of the system.

C. Owner has requested the District to allow payment of connection charges on an installment basis pursuant to the terms and conditions of this Agreement and RCW 57.08.005.

D. The purpose of this Agreement is to set forth the terms of the District's consent to the Owner's payment of the connection charges in installments, and the Owner's agreement to make such payments to the District in installments.

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

1. Incorporation of Recitals. The Recitals set forth in Paragraphs A through D above are incorporated by this reference as it set forth in full.

2. Consent to Connection and Payment of Connection Charges in Installments. The District consents to Owner's payment of District connection charges on an installment basis as further provided in this Agreement. The District further grants Owner permission to connect the improvements located upon the Real Property to the District's system in accordance with all applicable District resolutions, policies and procedures.

3. Payment of Connection Charges and Interest.

3.1 Connection Charges. Owner shall pay to the District connection charges of \_\_\_\_\_ (\$\_\_\_\_\_) ("Connection Charges"), consisting of:

- a. System Development Charge: \$ \_\_\_\_\_
- b. Local Facilities Charge: \$ \_\_\_\_\_
- c. Lateral Charge: \$ \_\_\_\_\_
- d. Side Sewer Loan (See Exhibit A) \$ \_\_\_\_\_

Owner has paid \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_) (10%) of the Connection Charges. The balance of the Connection Charges \_\_\_\_\_/100 Dollars (\$\_\_\_\_\_) shall be paid in \_\_\_\_\_ (60) monthly installments, together with interest at the rate of \_\_\_\_\_/100 percent ( %). The first installment of the Connection Charges shall be due on or before \_\_\_\_\_.

3.2 Additional Fees and Charges. Owner shall pay the following additional fees that apply to the said property (all fees must be paid in cash and cannot be financed):

- a. Administration Fee \$ \_\_\_\_\_
- b. Agreement Recording Fee \$ \_\_\_\_\_
- c. Title Search Fee \$ \_\_\_\_\_
- d. Permit Fee \$ \_\_\_\_\_
- e. Tap Fee \$ \_\_\_\_\_
- f. Special Inspection Fee \$ \_\_\_\_\_
- g. Utility Right of Way Permit \$ \_\_\_\_\_
- h. CRWWD ROW Handling \$ \_\_\_\_\_

3.3 Prepayment Authorized. The Owner may at any time prior to the scheduled date for the last payment due under this Agreement prepay the balance of the principal, plus interest on that balance as of the date of the prepayment.

3.4 Sale of Real Property. The entire unpaid principal balance, together with interest accrued at the closing date, shall become immediately due and payable upon any sale, conveyance or other transfer of the Real Property by Owner. The District may collect and enforce the amount due and owing in accordance with District procedures for the enforcement of liens for delinquent connection and service charges. The District shall certify the delinquency and foreclose the lien as provided in Section 5.1.

4. Lien on Real Property. The unpaid Connection Charges, plus any penalties, accrued interest and collection and foreclosure costs as provided for in this Agreement, shall be a lien upon the Real Property.

5. Delinquent Payment.

5.1 Any installment payment not paid when due shall be deemed delinquent. If the Owner fails to pay any installment within thirty (30) days after it is due, then such installment shall be deemed delinquent. At the time of any delinquency, there shall be added to both principal and interest due on that installment a penalty of (10) ten percent. Additionally, whenever an installment is delinquent, the General Manager may declare the entire balance of principal, together with accrued interest, immediately due and owing. The General Manager may collect and enforce the delinquent installment, or the entire balance of principal, plus penalty and interest, in accordance with District procedures for the enforcement of liens for delinquent connection and service charges. The District shall certify the Delinquent Amount to the Clark County Auditor. The Delinquent Amount shall accrue interest from the date of such certification at the maximum rate authorized by RCW 57.08.081. After two years, the District shall enforce the lien by foreclosure in accordance with RCW 57.08.081.

5.2 If action is taken by the District to collect the Delinquent Amount, or to foreclose the lien therefore, Owner agrees to pay all costs of collection, including but not limited to title search and report costs and attorneys' fees, together with interest on these amounts at the rate of ten percent (10%) per annum, accruing thirty (30) days from the date the collection costs are incurred by the District, until paid in full. Owner agrees that the District may continue a foreclosure lawsuit until Owner has paid the collection costs.

6. Application of Payments. Any and all payments made by the Owner to the District shall be applied to various District accounts in the following order: unpaid accrued interest on Connection Charges; penalties on delinquent Connection Charges; certification and foreclosure expenses and/or attorneys' fees; unpaid principal of Connection Charges; and monthly service charges.

7. No Waiver. The failure of the District to exercise any right or take any action that it may be entitled to pursue under this Agreement shall not constitute a waiver of any right or action in the event of any subsequent default or delinquency by Owner.

8. Binding Effect. The terms and conditions of this Agreement shall constitute a covenant running with the land, and shall be binding upon the District, the County and Owner, and their respective successors, heirs and assigns, and any party subsequently acquiring any right, title, or interest in the Real Property.

9. Owner's Warranties and Representations. The owner warrants that they are the record fee owner of the Real Property and agrees to pay, in addition to the Connection Charges, such monthly or other periodic service charges as may, from time to time, be fixed by the District.

10. Recording. This Agreement shall be recorded by the District with the Clark County Auditor following its execution by the parties. Owner agrees to pay the costs of recording this Agreement.

11. Release of Lien. Upon full payment of all amounts due and owing under this Agreement, the District shall file a release of lien with the Clark County Auditor and shall mail a copy of the release to the Owner at the Owner's last known address.

Owner:

\_\_\_\_\_  
Owner's Name

STATE OF WASHINGTON           )  
  : ss  
County of Clark                                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Notary Public in and for the State of WA,  
residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Co-Owner:

\_\_\_\_\_  
Co-Owner's Name

STATE OF WASHINGTON     )  
  : ss  
County of Clark                )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Notary Public in and for the State of WA,  
residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Clark Regional Wastewater District:

\_\_\_\_\_  
Its: General Manager

STATE OF WASHINGTON     )  
  : ss  
County of Clark                )

I certify that I know or have satisfactory evidence that John M Peterson signed this instrument on oath, stated that he was authorized to execute the instrument on behalf of the **CLARK REGIONAL WASTEWATER DISTRICT, 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 February, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Notary Public in and for the State of WA,  
residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_