

**FINANCING OPTIONS FOR  
SE 20th LOCAL FACILITY CHARGE of \$35,000**

<b>Signed Commitment Agreement</b>		<b>No Commitment Agreement</b>	
<b>District Financing Option #</b>		<b>Payment due upon connection Connecting after 15 years</b>	
Interest Rate	8%	Interest Rate	estimated at 6%
Length of Time	Paid <b>over</b> 15 years	Length of Time	Paid <b>after</b> 15 years
<b>Down Payment + Fee</b>	\$3,750		N/A
<b>LFC Loan Amount</b>	\$31,500	<b>Initial LFC</b>	\$35,000
Accrued Interest		Accrued Interest	
Year 1 = \$ 2,479.04		Year 1 = \$ 2,100	
Year 5 = \$13,297.09		Year 5 = \$10,500	
Year 10 = \$20,566.79		Year 10 = \$21,000	
Year 15 = \$22,685.47		Year 15 = \$31,500	
<b>Total Interest Year 15</b>	\$22,685.47	<b>Interest Year 15</b>	\$31,500
<hr/> <b>TOTAL COST</b>	<hr/> \$57,935.47	<hr/> <b>TOTAL COST</b>	<hr/> \$66,500*
paid over 15 years		at 15 years	
# District financing is not required. Property Owners are encouraged to consult with their private lending institutions and may be able to obtain a lower interest rate.		* This entire cost will be due in a lump sum at the time of connection. Financing charges and associated interest have not been included.	

**NOTE: This is only the Local Facility Charge, and does not include all District connection charges (see Connection Charges on opposite side)**

LOCAL FACILITY CHARGE FINANCING WORKSHEET

**SAMPLE LOCAL FACILITY CHARGE FINANCING AGREEMENT WORKSHEET-USING AN LFC = \$35,000**

Connection Fees		Sewer
Side Sewer		\$0.00
GFC		\$0.00
LFC - Enter Total Amount	\$35,000.00	\$3,500.00
Financing Fee (\$250 Plus \$50 per addt'l lot)		\$250.00
Other		\$0.00
<b>TOTAL INITIAL PAYMENT</b>		<b>\$3,750.00</b>

**Initial Data**

**LOAN DATA**

Loan amount:	<b>\$31,500.00</b>
Annual interest rate:	8.00%
Term in years:	<b>15</b>
Payments per year:	12
First payment due:	1/31/2010

**TABLE DATA**

Table starts at date:	1/31/2010
or at payment number:	1

**PERIODIC PAYMENT**

Entered payment:		<i>The table uses the calculated periodic payment amount unless you enter a value for "Entered payment".</i>
Calculated payment:	<b>\$301.03</b>	

**CALCULATIONS**

Use payment of:	\$301.03	Beginning balance at payment 1:	\$31,500.00
1st payment in table:	1	Cumulative interest prior to payment 1:	\$0.00
Last payment in table:	180 on 12/31/2024	Cumulative interest at payment 180:	\$22,685.47
		Total Payment:	\$54,185.47

AFTER RECORDING RETURN TO:

Sammamish Plateau  
Water & Sewer District  
1510 228<sup>th</sup> Ave. S.E.  
Sammamish, WA 98075

**SEWER LOCAL FACILITY CHARGE MONTHLY  
INSTALLMENT PAYMENT AGREEMENT**

Account Number: \_\_\_\_\_

Service Address: \_\_\_\_\_

Tax I.D. Number: \_\_\_\_\_

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the Sammamish Plateau Water & Sewer District, a municipal corporation ("District"), and \_\_\_\_\_ ("Owner").

**RECITALS:**

- A. The District owns, operates and maintains a sewer collection system in an area which includes the real property described on Exhibit A attached hereto. The Owner desires to connect the Owner's real property, which is legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Real Property"), to the District's sewer system.
- B. The District is authorized by RCW 57.08.005(10) to charge property owners seeking connection to the District's sewer system such reasonable connection charges as the Board of Commissioners shall determine to be proper in order that such property owners shall bear their equitable share of the cost of such system.
- C. The Owner desires to pay its Local Facility Charge to the District on an installment basis pursuant to the terms and conditions of this Agreement and RCW 57.08.005(10), which allows the payment of connection charges with interest on an installment basis.
- D. The purpose of this Agreement is to set forth the terms of the District's consent to the Owner's payment of the Local Facility Charge owing to the District on an installment basis, and the Owner's agreement to make such payments to the District on an installment basis.

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

- 1. Consent to Connection. The District grants to Owner and Owner's heirs and assigns permission to connect improvements located upon the Real Property to the District's sewer system.

2. Payment of Connection Charges.

- 2.1 Owner shall pay the District a Local Facility Charge of \_\_\_\_\_ (\$ \_\_\_\_\_) ("LFC"), of which \_\_\_\_\_ (\$ \_\_\_\_\_) has been paid at the time of execution of this document, the receipt of which is hereby acknowledged. Owner shall pay the balance of \_\_\_\_\_ (\$ \_\_\_\_\_) in \_\_\_\_\_ (\_\_\_\_\_) equal monthly installments of \_\_\_\_\_ (\$ \_\_\_\_\_).
- 2.2 The District will bill the owner in monthly installment amounts of which payment will be due on the \_\_\_\_\_ day of every month. The first installment payment will be due on \_\_\_\_\_. These installment payments shall include accrued interest at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum on the unpaid balance until the principal and interest are fully paid.
- 2.3 In the event Owner fails to pay any installment payments on or before the due date indicated on the billing statement, there shall be assessed a late penalty of ten percent of the installment amount. If the payment is not made within sixty (60) days after the due date, the installment payments shall be deemed delinquent and the entire unpaid balance of the LFC, together with accrued interest, shall become immediately due and payable. The District shall then have the right to assess applicable penalties and interest pursuant to RCW 57.08.081, District resolution, and this agreement (the delinquent LFC, accrued interest and statutory penalties and interest are collectively referred to in this agreement as the "Delinquent Amount"), and certify the Delinquent Amount to the King County Treasurer for lien foreclosure proceedings pursuant to RCW 57.08.081, or as such statutes may be revised, amended or superseded. In addition to the right to assess the Delinquent Amount and to foreclose, the District shall have the right to terminate Owner's water or sewer service after the installment amount is delinquent for a period of thirty (30) days until the Delinquent Amount, interest owing, and penalties are paid in full.
- 2.4 Any and all payments made by the Owner to the District shall be applied to various District accounts in the following order: (a) unpaid accrued interest on LFC; (b) any penalties on delinquent LFC; (c) any collection expenses and/or attorneys' fees incurred relating to the collection of delinquent LFC; (d) unpaid principal of the LFC.
- 2.5 The entire unpaid principal balance, together with interest accrued to the next succeeding payment date, shall become immediately due and payable upon any sale, conveyance or other transfer of the Real Property by Owner.
- 2.6 The failure of the District to exercise any right or take any action that it may be entitled to pursue under this Installment Agreement shall not constitute a waiver of any right or action in the event of any subsequent default or delinquency by Owner.

3. NO-PROTEST OF FUTURE LOCAL IMPROVEMENT DISTRICT (LID) OR UTILITY LOCAL IMPROVEMENT DISTRICT (ULID)

3.1 Owner agrees to participate in and waive protest of formation of an LID or ULID for the purpose of constructing a District sewer system, including mains, pumps and related improvements to serve the Property. Owner agrees to sign a petition for the formation of an LID or ULID for the above-specified improvements at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so.

3.2 Owner understands that property owners have the right to protest formation of a LID or ULID to construct the above-specified improvements. Owner agrees to waive the right to protest formation of a LID or ULID for construction of the above-specified improvements. Owner shall retain the right to contest the method of calculating any assessment under such LID or ULID as provided by law and shall further retain the right to appeal confirmation of the final assessment roll in the manner provided by law.

3.3 Owner further agrees that the existence of on-site sewage service for the Property shall not be considered in the calculation of any assessment relating to any such ULID; and any such assessments in relation to special benefit derived by Owner's Property to be served by any such ULID shall be made on the basis that Property does not receive sewage service.

3.4 Where a ULID is not formed, but there is an extension of permanent sewer facilities to a point abutting Owner's Property through the provisions of other means, including but not limited to District initiated construction, developer extension, or other property owners' requests, the undersigned shall connect the Property to such sewer facilities; and at such time, shall pay the cost of connection to such sewer facilities as described in this document.

4. NO-PROTEST OF FUTURE ANNEXATION TO DISTRICT SEWER SERVICE BOUNDARY

4.01 Owner agrees to participate in and waive protest of annexation to the District's Sewer Service Boundary. Owner agrees to sign a petition for the annexation of the subject property at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so.

4.02 Owner understands that property owners have the right to protest annexation to the District. Owner agrees to waive the right to protest annexation to the District. Owner shall retain the right to contest the method of calculating any assessment for such annexation as provided by law.

5. Lien on Real Property. The terms and conditions of this Agreement shall constitute a covenant running with the land, binding upon the District and the Owner, their successors, heirs and assigns, or upon any party subsequently acquiring any right, title or interest in the Real Property. The unpaid LFC and accrued interest shall be a lien upon the Real Property.



STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and  
acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)  
Notary Public in and for the State of Washington  
Appointment Expires:\_\_\_\_\_

**Sammamish Plateau Water & Sewer District:**

By: \_\_\_\_\_  
Its: President

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared  
before me, and said person acknowledged that she signed this instrument, on oath stated that he/she was authorized to execute  
the instrument and acknowledged it as the President of the Sammamish Plateau Water & Sewer District, a municipal corporation,  
to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)  
Notary Public in and for the State of Washington  
Appointment Expires:\_\_\_\_\_

**Exhibit "A"**

**Legal Description:**

**Also known as:**

**Tax ID:** \_\_\_\_\_