

When Recorded, Return to

Department of Planning and Development

700 5th Ave, Suite 1800

P.O. Box 34019

Seattle, WA 98124-4019

**SPECIAL SEWER CONNECTION CHARGE CONTRACT
(SMC 21.24.030)**

GRANTOR: 1) _____

2) _____

3) _____

Additional Owners/Grantors on page _____

GRANTEE: The City of Seattle

LEGAL DESCRIPTION (ABBREVIATED):

Additional legal description on page 2.

ASSESSOR'S TAX PARCEL ID NO(S). _____

Permit Street Address _____

Application No. (by DPD staff): _____

Date (by DPD staff): _____

Grantor's Address _____

City _____ State _____ Zip _____

**SPECIAL SEWER CONNECTION CHARGE CONTRACT
(SMC 21.24.030)**

THIS SEWER CONNECTION CHARGE CONTRACT ("Contract") is executed in favor of the City of Seattle ("City") by _____, ("Owner") of the following described property situated in the City of Seattle, King County, State of Washington:

In consideration of the privilege of connecting said property, which has not been previously assessed or otherwise charged for City sewers, to the existing City sewer system, Owner hereby agrees and covenants with the City, pursuant to SMC 21.24.030, as follows:

1. Owner warrants and agrees that Owner has bargained for and negotiated this Contract and that all owners have executed this Contract.

2. Owner agrees to pay a special connection charge, computed in accordance with SMC 21.24.040, in the amount of \$_____, of which \$_____ (at least 5% of the total), has been paid to the City, the receipt of which is hereby acknowledged.

3. Owner agrees to pay the unpaid balance in forty (40) quarterly installments, payable on each January 1, April 1, July 1 and October 1, together with the interest at _____ per annum, a rate commensurate with the annual one-year rate for U.S. Treasury notes and bonds, adjusted for constant maturities, as published in the Federal Reserve Bulletin or otherwise available from the Federal Reserve Bank, for the year the connection is made with the City sewer, computed annually on unpaid balances.

4. Owner understands and agrees that any unpaid balance, together with interest, may be paid in full in any year at the time the first quarterly payment of such year is due and payable.

5. Owner understands and agrees that delinquent payments under this Contract may become a lien upon the above-described property as provided in RCW 35.67.200, and enforceable in accordance with R.C.W. 35.67.220 through 35.67.280. Owner understands and agrees that, as an additional means of enforcing the lien, the water service to such property may be cut off in accordance with RCW 35.67.290 until the delinquent installments are made.

6. Owner agrees that this Contract shall be a covenant running with the land and shall be binding upon Owner and Owner's heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants forever.

7. Owner has applied to the City for the following permits or approvals for the property legally described above:

Type(s) of permit sought: Side Sewer

Date(s) of application: See front page

Application Number: See front page

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY
(INDIVIDUAL—attach more pages if needed)

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor

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

Printed Name

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Address



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

Owner/Grantor

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

Printed Name

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

Address



Use this space for Notary Seal

(CORPORATE OWNER, PARTNERSHIP OWNER, LIMITED LIABILITY COMPANY OWNER/OTHER LEGAL ENTITY OWNER—attach more pages if needed)

Date: _____

State of Washington)
)ss
County of _____)

Owner/Grantor

I certify that I know or have satisfactory evidence that _____ 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 _____ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed Name

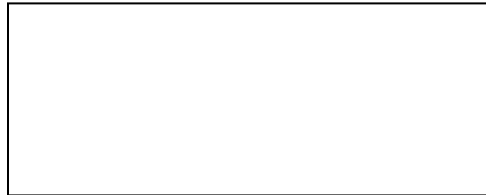
Address

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

By _____

Printed Name



Its _____

Use this space for Notary Seal

(CORPORATE OWNER, PARTNERSHIP OWNER, LIMITED LIABILITY COMPANY OWNER/OTHER LEGAL ENTITY OWNER—attach more pages if needed)

Date: _____

State of Washington)
)ss
County of _____)

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Printed Name

Address

Date: _____

NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____

By _____

Printed Name



Its _____

Use this space for Notary Seal