



CITY OF PRINEVILLE
387 NE Third Street – Prineville, OR 97754
Email: utilities@cityofprineville.com
541.447.5627 ph 541-447-5628 fax

System Development Charge Installment Payment Agreement

This agreement is between the City of Prineville, a political subdivision of the State of Oregon, and property owner _____ herein referred to as “Owner”.

Recitals:

1. Whereas Owner currently owns property in Prineville located at _____, Prineville, Oregon, more particularly described as follows:
 - a. Tax Lot #: _____
 - b. Legal Description: _____
2. Whereas Owner has demonstrated to the satisfaction of the City of Prineville the ownership of the property described above; and
3. Whereas Owner has obtained Land Use Approval (Application # _____) and a Building Permit (Building Permit# _____), which upon final occupancy will result in increased use of the City of Prineville’s Transportation, Water, Wastewater, and Park system infrastructure necessitating payment of a System Development Charge as required by the City Ordinance; and
4. Whereas Owner desires to make installment payments of the System Development Charges over the next 10 years; and
5. Whereas Owner consents to the City of Prineville placing a lien with first priority on the above referenced property on the City of Prineville Lien Docket until such time that the System Development Charges are paid in full; and
6. Whereas the Owner understands and agrees that semiannual payments are due over the life of the installment agreement based on the amortization schedule that is provided as Exhibit A.
7. Whereas the owner understands and agrees that any required lien, personal guarantee, related filing fees must be recorded and / or in the possession of the City of Prineville prior to the City approving issuing the building permit.
8. Whereas the City of Prineville System Development Charges Owing for the Owners current building permits are calculated as follows (Phased projects will require separate applications):
 - Transportation: _____
 - Water: _____
 - Wastewater: _____
 - Parks (if applicable): _____
 - Total: _____

Now, therefore, Owner and the City of Prineville agree as follows:

The above recitals are incorporated into this Agreement.

The City agrees as follows:

The City will allow installment payments for System Development Collection in accordance with Exhibit A of this contract.

Owner agrees as follows:

- A. Owner shall pay the associated Systems Development Charges in semiannual installments in accordance with Exhibit A.
- B. Owner will provide and update when necessary an address for which semiannual invoices will be mailed.
- C. Owner agrees to not transfer ownership of property prior to payment of Systems Development Charges in full.
- D. Failure to pay System Development Charges in accordance with Exhibit A will result in the immediate termination and shut-off of City of Prineville Water and Wastewater service to the property without further notice to Owner or to the occupants. Restoration of Water and Wastewater service will be subject to payment of all System Development Charges, including penalty surcharge and interest, as well as any reconnection fees.
- E. Owner shall, in writing, disclose this System Development Installment Payment Agreement to any lender or other individual or entity with a financial, ownership, or possessory interest in the property.
- F. Failure to abide by the terms of this agreement shall exclude Owner from entering into future System Development alternative payment option agreements with the City of Prineville.
- G. Failure to pay System Development Charges in accordance with Exhibit A will result in additional penalties, including a \$10 per day late fee that will be payable by the next installment payment.
- H. Owner agrees that the obligation to pay the installment amounts due under the terms of this agreement is personal to Owner and shall be a recordable lien on the property, which shall run with the land until the deferred charges are paid and which may be foreclosed upon non-payment of the amount owed. Owner affirms that Owner has authority to consent to the imposition of such lien.

DATED this ____ day of _____, 20__.

Owner's signature

Subscribed and sworn to before me

this ____ day of _____, 20__ by _____.

My Commission Expires: _____

Notary Public for Oregon

City of Prineville Finance Department

Date

Exhibit A.

Provided as an example			Interest rate	10.50%
Year of Maturity			SDC Total	10,000
2034			Property Owner - John Doe	
Due	Principal	Interest	Total	Principal Remaining
2025 March	\$ 505.00	\$ 525.00	\$ 1,030.00	\$ 9,495.00
2025 September	\$ 531.51	\$ 498.49	\$ 1,030.00	\$ 8,963.49
2026 March	\$ 559.42	\$ 470.58	\$ 1,030.00	\$ 8,404.07
2026 September	\$ 588.79	\$ 441.21	\$ 1,030.00	\$ 7,815.28
2027 March	\$ 209.40	\$ 820.60	\$ 1,030.00	\$ 7,605.89
2027 September	\$ 231.38	\$ 798.62	\$ 1,030.00	\$ 7,374.51
2028 March	\$ 255.68	\$ 774.32	\$ 1,030.00	\$ 7,118.83
2028 September	\$ 282.52	\$ 747.48	\$ 1,030.00	\$ 6,836.31
2029 March	\$ 312.19	\$ 717.81	\$ 1,030.00	\$ 6,524.12
2029 September	\$ 344.97	\$ 685.03	\$ 1,030.00	\$ 6,179.15
2030 March	\$ 381.19	\$ 648.81	\$ 1,030.00	\$ 5,797.96
2030 September	\$ 421.21	\$ 608.79	\$ 1,030.00	\$ 5,376.75
2031 March	\$ 465.44	\$ 564.56	\$ 1,030.00	\$ 4,911.31
2031 September	\$ 514.31	\$ 515.69	\$ 1,030.00	\$ 4,397.00
2032 March	\$ 568.32	\$ 461.68	\$ 1,030.00	\$ 3,828.68
2032 September	\$ 627.99	\$ 402.01	\$ 1,030.00	\$ 3,200.69
2033 March	\$ 693.93	\$ 336.07	\$ 1,030.00	\$ 2,506.77
2033 September	\$ 766.79	\$ 263.21	\$ 1,030.00	\$ 1,739.98
2034 March	\$ 847.30	\$ 182.70	\$ 1,030.00	\$ 892.67
2034 September	\$ 892.67	\$ 93.73	\$ 986.40	\$ 0.00
	\$ 10,000.00	\$ 10,556.40		