



**PROPERTY  
WEST WARWICK RESERVE CAPACITY**

**AGREEMENT FOR A LIEN  
SEWER**

**USER/ASSESSMENT CHARGES**

**WE, \_\_\_\_\_, OF \_\_\_\_\_, FOR CONSIDERATION PAID, GRANT TO THE TOWN OF WEST WARWICK, A MUNICIPAL CORPORATION WITHIN THE COUNTY OF KENT, STATE OF RHODE ISLAND, A LIEN UPON THE FOLLOWING PROPERTY LOCATED AT \_\_\_\_\_, IN THE TOWN OF \_\_\_\_\_, STATE OF RHODE ISLAND, DESCRIBED AS FOLLOWS:**

**Being the premises conveyed to the Grantors by Deed dated \_\_\_\_\_ and recorded in the Town of \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_, more fully described in the annexed scheduled "A", attached hereto (attach copy of legal description).**

**Said lien shall cover both sewer assessment, which is \$45.00 per thousand for the first one hundred thousand of assessed value and, thereafter, at the rate of \$25.00 per thousand on the remaining assessed value, in twenty (20) years with interest at 7% for Commercial Assessment or \$6,000.00 payable over twenty (20) years with interest at 7% on the entire unpaid balance charged yearly for Residential Assessment and, a sewer use charge which shall be at the same rate for the residents of the Town of West Warwick and both shall constitute a lien on said premises in the same manner and form as if the subject property were located within the Town of West Warwick. The said lien shall be an encumbrance that runs with the land and shall stand as a duly levied liability against the real estate.**

**The tax assessor shall assess the property in the same manner as if the property were within the Town of West Warwick and if dissatisfied with said assessment, the grantor(s) may appeal the same in the first instance to the West Warwick Board of Assessment Review.**

**In the event of default of payment of the sewer lien or use charges, the Collector of Taxes of the Town of West Warwick shall have the same rights to sell at tax sale as if the real estate were located within the Town of West Warwick or at the Collector's option, to petition to foreclose the lien in a court of competent jurisdiction, all in accordance with the applicable laws of the State of Rhode Island.**

**It is further agreed that any mortgage or mortgages on said realty shall become subordinate to this sewer line. This lien is made pursuant to the Sewer Construction & Sewage Disposal Agreement between the Town of West Warwick and the \_\_\_\_\_, under EPA #C440123-01 dated \_\_\_\_\_.**

**IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.**

\_\_\_\_\_  
\_\_\_\_\_

**STATE OF RHODE ISLAND  
COUNTY OF \_\_\_\_\_**

**In \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared the above named \_\_\_\_\_, to me known and known by me to be the person executing the foregoing instrument, and he/she acknowledged said instrument by him/her executed to be his/her free act and deed.**

\_\_\_\_\_  
\_\_\_\_\_  
**Notary Public**