

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

City of San Diego
Attn.: Planning Department
Facilities Financing Section
1010 2nd Avenue, Suite 600, East Tower, MS 606F
San Diego, CA 92101

No transfer tax is due as this is a conveyance to a public agency of less than a fee interest for which no cash consideration has been paid or received

(THIS SPACE IS FOR RECORDER'S USE ONLY)

**DEVELOPMENT IMPACT FEE
FEE DEFERRAL AGREEMENT**

THIS FEE DEFERRAL AGREEMENT ("Agreement") is made and entered into by and between _____, a _____ ("Owner"), and the CITY OF SAN DIEGO, a California municipal corporation and charter city ("City") (collectively, the "Parties") with reference to the following facts:

- A. Owner is the owner of that certain real property in the City of San Diego, County of San Diego, State of California, more particularly described on the attached Exhibit "A" (the "Property").
- B. Owner has applied for building permits on PTS Project No. _____ known as _____ for _____ on _____ in the _____ community (the "Building Permits").
- C. Upon the issuance of the Building Permits, certain Development Impact Fees ("DIFs") are due and payable pursuant to the applicable resolution adopting the applicable DIFs and San Diego Municipal Code section 142.0640. The DIFs applicable to the Building Permits are more particularly described on Exhibit "A" attached.
- D. Pursuant to San Diego Municipal Code section 142.0640(c), the City Manager may defer the payment of certain DIFs for a maximum period of two years from the effective date of this Agreement, or until a final inspection is requested for the Building Permits, whichever occurs earlier.
- E. This Agreement serves as notice to Owner under California Government Code section 66020(d) that the 90-day period in which the Owner may protest the imposition of the fees set forth in Exhibit 'A' has begun, unless the fees were imposed at an earlier time, in which case, the 90-day period in which the Owner may protest the imposition of the fees set forth in Exhibit 'A' began to run at that earlier time.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. All of the above recitals are true and correct and are fully incorporated into this Agreement by reference and made a part hereof.
- 2. City agrees to defer collection of the payment of the DIFs identified in Exhibit "A" for a maximum period of two (2) years from the effective date of this Agreement, or until a final inspection is requested for the Building Permits, whichever occurs earlier.
- 3. Owner shall pay a non-refundable administrative processing fee totaling Five Hundred Dollars (\$500.00) to process this Agreement.

4. Owner, on behalf of itself and its successors and assigns, agrees to pay the DIFs identified in Exhibit "A" with a cashiers/certified check concurrent with the request for final inspection for the Building Permits, or within two (2) years from the effective date of this Agreement, whichever occurs earlier. A final inspection may not be scheduled until the DIFs identified in Exhibit "A" are paid.
5. At the time the DIFs identified in Exhibit "A" become payable, the amount of the DIFs for the Building Permits shall be determined by the DIF rate for the year in which the DIFs are actually paid as set forth in the applicable DIF schedule in effect on the effective date of this Agreement, plus an automatic increase consistent with San Diego Municipal Code section 142.0640(b), or the applicable DIF fee schedule approved by the City Council for a subsequent update or amendment of the applicable public facilities financing plan, whichever fee schedule is lower, and in accordance with San Diego Municipal Code section 142.0640.
6. This Agreement shall be recorded against the Property in the Office of the San Diego County Recorder and shall constitute a lien for the payment of the DIFs binding upon, and running with, the Property. If Owner sells all or any portion of the Property, Property shall not be released of any obligations under this Agreement relating to the Property or the portion of the Property which is being acquired. This Agreement shall be binding upon, and the benefits of this Agreement shall inure, to the Parties and all successors in interest to the Parties.
7. The burden of this Agreement shall be released from title to the Property upon full payment of the DIFs identified in Exhibit "A". Within a reasonable time following payment of the DIFs, the City shall execute a lien release releasing the burden of this Agreement from the title to the Property.
8. The person signing on behalf of Owner certifies that s/he can legally bind Owner and agrees to hold City harmless if it is later determined that such authority does not exist.
9. This Agreement shall be effective upon the date it is executed by the City Attorney in accordance with City Charter Section 40.

IN WITNESS WHEREOF, this Agreement is executed by THE CITY OF SAN DIEGO, acting by and through its Mayor, pursuant to San Diego Municipal Code section 142.0640, authorizing such execution, and by Owner.

OWNER, _____

 By: _____
 Its: _____
 Date: _____

The CITY OF SAN DIEGO,
 a California municipal corporation
 By: _____
 Facilities Financing Manager
 Date: _____
 Approved as to form:
 JAN I. GOLDSMITH, City Attorney
 By: _____
 Deputy City Attorney
 Date: _____

NOTE: ALL SIGNATURES MUST BE IN BLUE INK AND INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC. 1180 ET.SEQ.

Exhibit "A"
Property Description and List of DIFs

Property Description (Legal Description)

List of DIFs for the Building Permits

PTS PROJECT
NUMBER

DIF⁽¹⁾
PAYMENT DUE

- (1) The actual amount of DIF due shall be determined by the DIF rate for the year in which the DIFs are actually paid as set forth in the applicable DIF schedule in effect on the effective date of this Agreement, plus an automatic increase consistent with San Diego Municipal Code section 142.0640(b), or the applicable DIF fee schedule approved by the City Council for a subsequent update or amendment of the applicable public facilities financing plan, whichever fee schedule is lower, and in accordance with San Diego Municipal Code section 142.0640. The DIF amount assumes no DIF credit for demolition. If, at the time the DIF is paid to City, Owner provides evidence justifying a DIF credit to the satisfaction of City, the DIF identified in this Exhibit may be reduced.