

NO FEE DOCUMENT:

Entitled to free recording per
Government Code section 6103

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO

AND WHEN RECORDED MAIL TO:

**City of San Diego
Attn.: Planning Department,
Public Facilities Planning
101 Ash Street, Mail Station 413
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

(SPACE ABOVE IS FOR RECORDER'S USE ONLY)

**DEVELOPMENT IMPACT FEE / HOUSING IMPACT FEE
FEE DEFERRAL AGREEMENT**

**THE RECORDING OF THIS DOCUMENT IS FOR THE BENEFIT OF THE CITY OF SAN DIEGO TO SECURE
OWNER'S PAYMENT OF DEVELOPMENT IMPACT FEES AND/OR HOUSING IMPACT FEES.**

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") and/or Housing Impact Fees ("HIFs") are due and payable pursuant to the applicable resolution adopting the applicable DIFs and San Diego Municipal Code section 142.0640, and/or San Diego Municipal Code section 98.0610. The DIFs and/or HIFs applicable to the Building Permits are more particularly described on Exhibit "A" attached.
- D. Pursuant to San Diego Municipal Code sections 142.0640(d) and/or 98.0610(b), the City Manager may defer the payment of certain DIFs and/or HIFs 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 and/or HIFs 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 and/or HIFs 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 and/or HIFs identified in Exhibit "A" are paid.
5. For payment of DIFs, in accordance with San Diego Municipal Code section 142.0640(d), at the time the DIFs identified in Exhibit "A" become payable, the amount of the DIFs for the Building Permits shall be determined in accordance with San Diego Municipal Code section 142.0640(b)-(c), except that the amount of the Development Impact Fee shall be determined by the Development Impact Fee rate for the year in which the Development Impact Fee is actually paid as set forth in the Development Impact Fee schedule in effect when the Fee Deferral Agreement was executed by the City, or a subsequently-approved Development Impact Fee schedule, whichever schedule is lower, plus an automatic increase consistent with San Diego Municipal Code section 142.0640(c) if applicable. If the DIFs are not timely paid as provided for in this Agreement, the amount of the DIFs shall be determined in accordance with the Development Impact Fee schedule in effect when the DIFs are actually paid, or the schedule in effect at the end of the deferral period as set forth in San Diego Municipal Code section 142.0640(d)(1), plus automatic increases consistent with San Diego Municipal Code section 142.0640(c), whichever amount is greater. For payment of HIFs, in accordance with San Diego Municipal Code section 98.0610(b), at the time the HIFs identified in Exhibit "A" become payable, the amount of the HIFs for the Building Permits shall be determined in accordance with San Diego Municipal Code section 98.0610(a) (i.e., the amount in effect at the time the HIFs are actually paid).
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 and/or HIFs 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 and/or HIFs identified in Exhibit "A". Within a reasonable time following payment of the DIFs and/or HIFs, 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: _____

Owner Address

The CITY OF SAN DIEGO, a California
 municipal corporation

By: _____
 Title: _____
 Date: _____

Approved as to form:
 MARA W. ELLIOTT, City Attorney

By: _____
 Deputy City Attorney
 Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

[illegible]

On _____, 20____, before me, _____, Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Signature _____ (Seal)

NOTE: OWNER IS RESPONSIBLE FOR PROVIDING SEPARATE NOTARIZED STATEMENT.

Exhibit “A”
Property Description and List of DIFs and/or HIFs

Property Description (Legal Description)

List of DIFs and/or HIFs for the Building Permits

PTS PROJECT
NUMBER

CURRENT DIF AND/OR HIF
PAYMENT⁽¹⁾

DIF \$ _____

HIF \$ _____

(1) The actual amount of DIF due shall be determined in accordance with San Diego Municipal Code section 142.0640(d). The actual amount of HIF due shall be determined in accordance with San Diego Municipal Code section 98.0610(b).