



**AGREEMENT TO DEFER AND GUARANTEE PAYMENT OF
PARK/RECREATION, FIRE, AND SCHOOL IMPACT FEES**
(Impact Fee Deferral Program)

This Agreement is entered into by and between City of Woodland (“City”) a Washington Municipal Corporation, and; _____, (the “Property Owner”), the legal owner of the following real property located within the City’s corporate limits, _____ County, Washington (the “Property”):

Address:

Assessor’s Tax Parcel #:

Legal Description: *Attach as Exhibit “A”*

This Agreement shall be effective as of the date it is executed by the City (the “Effective Date”).

RECITALS

WHEREAS, pursuant to the authority of RCW 82.02.050 to 82.02.100, as codified in Chapter 3.40 and 3.41 of the Woodland Municipal Code (“WMC”), the City currently imposes and collects the following impact fees for each new development located in the City:

Single-family Dwelling:

Park/Recreation Impact Fee (PRIF)	\$1,116
Fire Impact Fee (FIF)	\$1,530
School District Impact Fee (SDIF)	\$2,750

Multi-family Dwelling (per unit):

Park/Recreation Impact Fee (PRIF)	\$831
Fire Impact Fee (FIF)	\$1,426
School District Impact Fee (SDIF)	\$650

Commercial/Industrial Development:

Fire Impact Fee (FIF)	\$0.51 / sq. ft.
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WHEREAS, impact fees are due and payable when new development imposes increased demand on the City’s park/recreation, fire, and school systems, and are usually collected at the time building permits are issued for new development; and

WHEREAS, this agreement shall not apply to payment of a fee pursuant to RCW

WHEREAS, the Property has been legally created and has received all the applicable land use and/or building permit approval(s) for the development on it; and

WHEREAS, the Property Owner desires to obtain a building permit to construct a structure on the Property and to defer payment of the park/recreation, fire, and school systems impact fees until the construction of the home on the Property is complete and it is ready for occupancy and, until that time, will secure payment of these impact fees with a lien on the Property in favor of the City.

Based on the foregoing Recitals, the parties agree as follows:

1. The Property Owner shall:

- a. Prior to receipt of building permits, the Property Owner shall pay in full all planning and building permit, review, plan check and related fees charged by the City in the normal course of issuing building permits for a structure on the Property, including any fees for subsequent inspections pursuant to an issued building permit.
- b. The Property Owner shall execute and consent to the recordation of a lien in the Cowlitz or Clark County property deed records against the Property, in favor of the City, in the amount of the Impact Fees. This lien shall be senior to all other liens on the Property.
- c. The Property Owner shall pay in full the Impact Fees when the first of any of the following events occurs:
 - (1) The City issues a Certificate of Occupancy (C of O) or gives a satisfactory final inspection for the structure on the Property, or
 - (2) The Property Owner sells or otherwise transfers title to the Property; or
 - (3) The passage of 12 months from the Effective Date of this Agreement, at which time, the Property Owner shall immediately pay, and be fully liable for, the Impact Fees.
- d. If paid within 12 months of the effective date of this Agreement, the Property Owner shall pay the following Impact Fees to the City:

Single-family Dwelling:

Park/Recreation Impact Fee (PRIF).....	\$1,116
Fire Impact Fee (FIF).....	\$1,530

School District Impact Fee (SDIF)\$2,750

Multi-family Dwelling (per unit):

Park/Recreation Impact Fee (PRIF)\$831

Fire Impact Fee (FIF)..... \$1,426

School District Impact Fee (SDIF)\$650

Commercial/Industrial Development:

Fire Impact Fee (FIF)..... \$0.51 / sq. ft.

If Impact Fees are paid later than 12 months after the effective date of this Agreement, the Property Owner shall pay the then-applicable Impact Fees according to the rate schedule adopted by the City Council.

- e. In exchange for the City's agreement to defer payment of Impact Fees, the Property Owner agrees to pay all recording fees, taxes and other charges associated with the execution and recordation of this Agreement and a lien on the Property and submit to the City Planning Department a copy of all of such recorded documents.

2. The City shall:

- a. Review in the normal course the Property Owner's building plans and all other plans associated with the construction of a structure on the Property.
- b. Allow the Property Owner to defer payment of the Impact Fees until the first of any of the following events occurs:
 - (1) The City issues a Certificate of Occupancy (C of O) or gives a satisfactory final inspection for the dwelling on the Property, or
 - (2) The Property Owner sells or otherwise transfers title to the Property; or
 - (3) The passage of 12 months from the Effective Date of this Agreement, at which time, the Property Owner shall immediately be fully liable for and pay the Impact Fees

3. General Terms Applicable to Both Parties:

- a. No occupancy without final City approval. No building or structure on the Property shall be used or occupied until the Building Official has issued a Certificate of Occupancy (C of O). The City Public Works Director, in his sole discretion, may withhold issuance of a Certificate of Occupancy (C of O) and/or final inspection approval until the Property Owner pays in full all Impact Fees and any other fees or

charges owed in connection with development of the Property.

- b. Impact fees fixed for 12 months. Impact fees effective at the time of entering into this agreement are fixed and will not increase for a period of 12 months from the Effective Date of this Agreement. Any final inspection or Certificate of Occupancy (C of O) issued for a structure on the Property after this period shall be subject to the then-applicable impact fees, and the Property Owner shall be liable for payment in full of those fees.
- c. Term, modification, extension and termination. This Agreement shall remain valid and effective until all Impact Fees are paid to the City in accordance with its terms. This Agreement may be modified, including an extension of the Effective Date and 12-month Impact Fee payment requirement, only upon the written mutual agreement of both Parties.
- d. Agreement runs with title to the land. This Agreement shall run with the land, bind and benefit the parties and their respective successors, heirs, agents and assigns. No party may assign any obligation or right accorded under this Agreement without the prior written consent of the other party.
- e. Attorney fees. Should litigation, arbitration, mediation, collection action, appeal or any other proceeding be initiated by the City to collect impact fees due under this Agreement, the prevailing party shall be entitled to recover its reasonable costs, including attorney fees, witness fees, and collection costs, from the non-prevailing party, including any costs incurred on appeal or in a bankruptcy proceeding.
- f. Controlling law and venue. This agreement shall be governed by, construed and enforced under the laws of the State of Washington. The parties consent to the jurisdiction of and venue in Cowlitz or Clark County Superior Court.
- g. Severability. If any portion of this agreement is held to be invalid by a court of competent jurisdiction, the remaining terms of this agreement shall remain in full force and effect.
- h. Entire agreement. This Agreement constitutes the entire agreement of the parties, and supersedes all previous agreements, oral or written, with regard to the subject matter of this Agreement. Any agreement to waive or modify any term of this agreement must in writing and signed by both parties. No delay or inaction in the enforcement of any provision of this Agreement shall be deemed a waiver, whether actual or implied, of any right under this Agreement.
- i. Notices. Any notices given under or required by this Agreement shall be deemed made when hand-delivered to the other party or placed in the U.S. mail, by certified

mail, postage pre-paid, to the following addresses:

<u>For the City of Woodland:</u> Steve Branz Public Works Director 230 Davidson Ave. Woodland, WA 98674	<u>For the Property Owner:</u>
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IT IS SO AGREED:

For the Property Owner:

I certify that I am the Property Owner or the legal representative authorized to execute the foregoing Agreement on behalf of _____. I certify that I have read, understand and agree to all terms set forth in this Agreement without qualification or reservation.

Property Owner or Legal Representative

Date: _____

For the City of Woodland:

Mari Ripp, Clark Treasurer

Date: _____

Steve Branz, Public Works Director

Date: _____