



SYSTEM DEVELOPMENT CHARGE COLLECTION POINT DEFERRAL AGREEMENT

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

Recitals:

1. Whereas Owner currently owns property in Redmond located at
_____, Redmond, Oregon,
more particularly described as follows:

 Tax Lot #: _____
 Legal Description: _____
2. Whereas Owner has demonstrated to the satisfaction of the City of Redmond the ownership of the property described above; and
3. Whereas Owner has obtained a Building Permit (Building Permit# _____), which upon final occupancy will result in increased use of the City of Redmond Transportation, Water, Wastewater, and Park system infrastructure necessitating payment of a System Development Charge as required by the City Code; and
4. Whereas Owner desires to defer payment of the System Development Charges from time of Building Permit to time of Final Inspection or within nine (9) months of the date of this agreement, whichever occurs earlier; and
5. Whereas Owner consents to the City of Redmond placing a lien on the above referenced property on the City of Redmond Lien Docket until such time that the System Development Charges are paid in full; and
6. Whereas the City of Redmond System Development Charges owing for Owner's Building Permit are calculated as follows:

a. Transportation:	<u>\$3876.00</u>
b. Water:	<u>\$2407.00</u>
c. Wastewater:	<u>\$3366.00</u>
d. Parks:	<u>\$2672.00</u>
e. Total:	<u>12,321.00</u>

Note: The System Development Charge rates reflect those in place at time of submittal of a complete Building Permit application per the City of Redmond Fee Schedule.

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

The above recitals are incorporated into this Agreement.

The City agrees as follows:

The City will defer collection of the System Development Charges as set out above until the Final Inspection or within nine (9) months of the date of this agreement, whichever occurs earlier.

Owner agrees as follows:

- A. Owner shall pay the associated Systems Development Charges at any time prior to obtaining Final Inspection, or within nine (9) months of the date of this agreement, whichever occurs earlier.
- B. Owner shall not request Final Inspection from the City of Redmond prior to payment of System Development Charges. The City is not obligated to conduct the Final Inspection or issue the Certificate of Occupancy until the System Development Charges are paid.
- C. Owner agrees to not occupy structure or transfer ownership of property prior to payment of Systems Development Charges.
- D. Failure to pay System Development Charges prior to occupying the structure will result in the immediate termination and shut-off of City of Redmond 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 Collection Point Deferral 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 Collection Point Deferral Agreements with the City of Redmond.
- G. Failure to pay prior to the earlier of Certificate of Occupancy or nine (9) months of the date of this agreement will result in a 25% surcharge of the total System Development Charge (subject to adjustment by the City Manager for extenuating circumstances). Interest (equal to

the prime lending rate plus 2.5%) will accrue from the time of Certificate of Occupancy to the time of payment.

- H. Owner agrees that the obligation to pay the deferred 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 _____, 2017.

 Owner's signature

Owner's address to which invoices are to be sent

State of Oregon)
 County of Deschutes) ss.

Subscribed and sworn to before me

this ____ day of _____,2017 by _____.

_____ My Commission Expires: _____
Notary Public for Oregon

City of Redmond Finance Department

Date