

RECORDING REQUESTED BY:

CITY OF YUCAIPA

WHEN RECORDED, RETURN TO:

OFFICE OF THE CITY CLERK
CITY OF YUCAIPA
34272 YUCAIPA BOULEVARD
YUCAIPA, CA 92399

Gov. Code §6103 Recording Fee \$ -0-

(Space above this line for Recorder's use only)

THIS AGREEMENT CONSTITUTES A LIEN ON THIS PROPERTY

AGREEMENT TO DEFER DEVELOPMENT IMPACT FEES BETWEEN DEVELOPER AND CITY OF YUCAIPA, REGARDING APN _____, CITY OF YUCAIPA, STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

THIS AGREEMENT is between the City of Yucaipa, a municipal corporation, hereinafter referred to as "City", and _____, the owner(s) of said property, hereinafter referred to as "Developer".
(TYPE NAME(S))

Developer is the owner of that certain tract of land situated in the City of Yucaipa, County of San Bernardino, generally known as APN _____, and described as follows (TYPE EXACT LEGAL DESCRIPTION FROM DEED):

and Developer proposes to perform certain works of improvement thereon and to make application to the City for and receive building and other permits in furtherance of such works of improvement; and

City has determined the necessity of collecting certain development impact fees essential in order to ensure the provision of adequate public facilities, that new development will not create a burden on the interrelated public facilities and services networks, and to give the developers certainty with regard to their financial obligations and has, by its adoption of Ordinance No. 50, the terms and conditions of which are incorporated herein by reference, imposed such fees as a condition of issuance of building permits and other entitlements of development; and

City desires to ensure that all development impact fees established by City are collected prior to occupancy of APN _____. Developer declares that he is familiar with the regulations and provisions contained in said ordinances, and those regulations and resolutions which have been adopted pursuant thereto and agrees that as a condition of the issuance of building permits for this property, APN _____, compliance will be made with all ordinances and resolutions of the City of Yucaipa establishing development impact fees and that all development impact fees imposed thereby will be paid prior to and as a condition of occupancy of this property, APN _____.

**Development Impact Fee
Deferral Agreement
Page Two**

City, in consideration of Developer's request that those development impact fees imposed on this property, APN _____, pursuant to Ordinance No. 50, not be collected until such time as a request has been made for issuance of certificate of occupancy; and in order to ensure that any and all such fees will be collected pursuant to the terms and conditions imposed by Ordinance No. 50, and as they may from time to time be amended or superseded, together with any regulations or resolutions adopted and in force and effect at the time such certificate of occupancy is issued; agrees to enter into this agreement providing for payment of development impact fees as a condition of occupancy.

Developer, for his part, agrees that such development impact fees will be paid prior to occupancy, that this agreement will be binding on Developer's successors in interest, assigns, and purchasers for value of that property contained in APN _____, and that this agreement shall be recorded in the office of the County Recorder for the County of San Bernardino and shall, from the date of recordation, constitute a lien for the payment of the development impact fees which shall be enforceable against successors in interest to Developer. The Agreement shall be recorded in the grantor-grantee index in the name of the City of Yucaipa as grantee and in the name of Developer as grantor.

Executed on _____, 20____, at _____, California.

CITY OF YUCAIPA

ATTEST:

BY: _____
Raymond A. Casey, City Manager

Jennifer Shankland, City Clerk

DEVELOPER

BY: _____
Owner

Joint Owner

PLEASE NOTE THAT DEVELOPER'S SIGNATURE(S) MUST BE NOTARIZED AND A CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT IS REQUIRED.