



DEVELOPMENT SERVICES

200 S. Ivy Street, Medford, OR 97501
(541) 774-2380

SYSTEM DEVELOPMENT CHARGE DEFERRAL AGREEMENT MULTI-FAMILY, COMMERCIAL AND/OR INDUSTRIAL (SDCs GREATER THAN \$250,000)

To be eligible for SDC Fee deferral, this application must be submitted with the Building Permit Application.

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

Recitals:

Whereas Owner currently owns property in Medford located at address:

_____, Medford, Oregon, more particularly described as follows:

Map and Tax Lot: _____

1. Whereas, Owner has demonstrated to the satisfaction of the City of Medford the ownership of the property described above; and
2. Whereas, Owner has obtained a Building Permit # _____, which upon final occupancy will result in increased use of the City of Medford Transportation, Wastewater, and Park system infrastructure necessitating payment of System Development Charges as required by the City Code; and
3. Whereas, Owner desires to defer payment of the System Development Charges from time of Building Permit to prior to the City's issuance of the Certificate of Occupancy; and
4. Whereas, for development that requires a total System Development Charge of greater than \$250,000 the City requires payment of 30 percent of the System Development Charge at time of issuance of Building Permit.
5. Whereas, Owner consents to the City of Medford placing a lien on the above referenced property until such time that the System Development Charges are paid in full. The lien will be placed 60 calendar days from date this application is granted; and
6. Whereas, the City of Medford System Development Charges owed to the City of Medford for the Owner's Building Permit totals \$ _____ (total including both deferred and non-deferred SDCs).
7. Whereas, Owner agrees that any changes to the permit could alter the Systems Development Charges. When fees are paid they will be assessed based on the fees in effect at time of Building Permit issuance.

Now, therefore, Owner and the City of Medford 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, in the amount of \$ _____ (70% of the total stated in Section 6, above) prior to the City's issuance of the Certificate of Occupancy, time of sale, or actual occupancy, whichever occurs first.

San Sewer Coll	\$ _____	Storm Drain .32	\$ _____	Street	\$ _____
San Sewer Treat	\$ _____	Storm Drain .68	\$ _____	Park System	\$ _____

SDC fees calculated by: _____ (initials)

Owner agrees as follows:

- A. Owner shall pay 30 percent of the associated Systems Development Charges at time of issuance of Building Permit and the remainder prior to the City issuance of the Certificate of Occupancy, time of sale or actual occupancy, whichever occurs first.
- B. Owner agrees to not occupy structure or transfer ownership of property prior to payment of Systems Development Charges.
- C. Owner shall, in writing, disclose this System Development Charge Deferral Agreement to any lender or other individual or entity with a financial, ownership, or possessory interest in the property.
- D. Failure to abide by the terms of this agreement shall exclude Owner from entering into future System Development Charge Deferral Agreements with the City of Medford.
- E. Failure to pay SDCs prior to the City issuance of the Certificate of Occupancy will result in a charge of interest equal to 18 percent per annum, accruing from the date SDC payment is due.
- F. 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.
- G. Owner agrees that the lien will be given first priority as provided by Statute and City policy. Furthermore, Owner waives all rights to contest the amount and means of calculating the SDCs after the City lien is placed on the property.

DATED this _____ day of _____, 20_____

Property Owner signature

Property Owner Signature
(if jointly owned, all owners must sign)

Printed Name

Printed Name

Mailing Address

State of Oregon)
County of Jackson) ss.

Subscribed and sworn to before me

This _____ day of _____, 20_____ by _____

Notary Public for Oregon
My Commission Expires: _____

Accepted by City of Medford

City of Medford Finance Department

Date