

250 S. 32nd St.
Springfield, OR 97478

APPLICATION AND AGREEMENT FOR DEFERRAL OF WILLAMALANE PARK AND RECREATION DISTRICT SYSTEM DEVELOPMENT CHARGES (SDC)

Summary

Payment of Willamalane Park and Recreation District (the “District”) SDC fees is typically required at the time of issuance of a Building Permit. An Applicant may request to defer payment of the District’s SDC until the issuance of a Certificate of Occupancy or after two years have elapsed since the issuance of a Building Permit. Requests for deferral must be reviewed and approved in writing by Willamalane and/or its designee(s) in accordance with the District’s System Development Charges Administrative Procedures Manual (the “Manual”).

Procedure

- A completed Deferral Application and Agreement must be submitted to the City of Springfield’s Permit desk at least 4 weeks prior to issuance of a Building Permit. If you have any questions about the program, please contact: Willamalane’s Planning and Natural Resource Manager by calling 541-736-4544 or emailing SDC@willamalane.org for more information.
- A separate Deferral Application and Agreement must be completed for each Building Permit for which the deferral is being requested.
- If a deferral is granted, the District’s SDCs will be calculated based on the fee schedule in effect on the date the Building Permit is issued. The deferred SDC fees are due and payable: (1) upon issuance of a Certificate of Occupancy; or (2) two years from Building Permit issuance, if a Certificate of Occupancy has not been issued within two years from the date a Building Permit was issued. The District SDC fees can also be paid any time prior to the above due dates. Deferred SDCs accrue interest starting from the date of issuance of the Building Permit until timely paid at the Local Government Investment Pool average interest rate over the duration of the deferral period.
- To initiate the application process for a District SDC deferral, an Applicant must submit a Deferral Application (**Attachment I**) along with a signed Agreement (**Attachment II**) indicating compliance with the terms of deferral. An Agreement must be signed and the Memorandum of Agreement must be signed and notarized by the applicable parties before a deferral of the District SDC will be granted. District Resolution No. 25-26-01, which authorizes deferral of District SDCs, automatically expires on September 30, 2027. All materials listed in this section must be fully complete and submitted to the District, along with payment of the District’s administrative fee, prior to the expiration date set forth in District Resolution No. 25-26-01.
- Concurrent with the Deferral Application and signed Agreement, an Applicant must pay the District’s administrative fee (currently \$400), which covers staff costs for processing the Deferral Application and Agreement as well as fees for recording required documents in Lane County Deeds and Records.

- The fully executed Agreement will be retained by the District with a copy provided to the Applicant. The Memorandum of Agreement will be recorded in Lane County Deeds and Records.
- A Certificate of Occupancy will not be issued until proof of payment for the District SDC is on record. Failure to timely pay deferred District SDC's shall constitute a default under the District Deferral Agreement, subject to the terms of such Agreement.
- Once the District SDCs have been paid, the District will record a Termination of the Memorandum of Agreement, evidencing the District SDCs have been paid in full.

**250 S. 32nd St.
Springfield, OR 97478**

**APPLICATION FOR DEFERRAL OF WILLAMALANE PARK AND RECREATION
DISTRICT SYSTEM DEVELOPMENT CHARGES (SDC)**

Applicant Name(s): _____

Phone Number: _____ Email: _____

Mailing Address (if different): _____

Subject Property Address: _____

Tax Lot ID: _____

Property Owner Name(s): _____

Phone Number: _____ Email: _____

Mailing Address (if different): _____

Permit Number (if applicable): _____

Declaration and Signature

I certify that all information provided in this application is given for the purpose of deferring payment of SDCs and is true and complete to the best of my knowledge and belief, and that I have taken steps to verify the information submitted.

Applicant Signature

Printed Name

Date Submitted

Property Owner Declaration *(If different than Applicant)*

I am the owner of the real property identified above. I authorize the above Applicant to submit this application for deferral of SDCs and I understand I can be held responsible for payment of SDCs due and owing for the development proposed by Applicant, which may include a lien on the property identified above. I give my consent for this application for an SDC deferral.

_____	_____
Property Owner Signature	Printed Name
<i>(If jointly owned, all owners must sign – if owned by an entity, must provide proof of authority to bind the entity)</i>	

_____	_____
Property Owner Signature	Printed Name
<i>(If jointly owned, all owners must sign)</i>	

_____	_____
Property Owner Signature	Printed Name
<i>(If jointly owned, all owners must sign)</i>	

FOR ADMINISTRATIVE USE ONLY

250 S. 32nd St.
Springfield, OR 97478

AGREEMENT FOR DEFERRAL OF WILLAMALANE PARK AND RECREATION DISTRICT SYSTEM DEVELOPMENT CHARGES (SDC)

This Agreement for Deferral of Willamalane Park and Recreation District System Development Charges (SDC) (the "Agreement") is between Willamalane Park and Recreation District, a municipal corporation of the State of Oregon (the "District"), and _____, ("Owner") owner(s) of the real property located at _____, more particularly described in Exhibit A (the "Property").

Recitals

- A. The District has authority to impose SDCs on certain development within the District boundaries through ORS 223.297-223.316 (the "SDC Act") for park and recreation capital improvements.
- B. The District implements its SDC program through District Resolution Nos. 24-25-03, 24-25-05 and 25-26-01, as amended from time-to-time.
- C. Pursuant to the District's System Development Charges Administrative Procedures Manual, (the "Manual") an Applicant may request to defer the collection of the District SDC.
- D. Owner intends to develop a project on the Property (the "Project") for which District SDCs would be due at the time of issuance of the Building Permit but wishes to defer payment of the District SDCs for the Project in accordance with the District's resolutions and Manual and, as an inducement for Owner to develop Residential Development within the District's boundaries, the District wishes to defer District SDCs, all in accordance with the terms and conditions herein.

Agreement

NOW, THEREFORE, for good and sufficient consideration, the parties agree as follows:

- 1. **Administrative Fees.** As of the Effective Date of this Agreement, Owner(s) has paid the applicable SDC Deferral Administration Fee.
- 2. **SDC Deferral.** The District hereby agrees to defer the District SDCs for the Project, as shown in Exhibit B, subject to the terms and conditions provided in this Agreement.

- a. Notwithstanding the fees set forth in Exhibit B, Owner acknowledges that the District's SDC fees for the Project will be based on the rates in effect on the date the Building Permit for the Project is issued and such deferred District SDC fees shall accrue interest starting from the date of issuance of the Building Permit until timely paid, in accordance with Section 2(b), at the Local Government Investment Pool average interest rate over the duration of the deferral period.
- b. Owner further acknowledges that deferred District SDCs for the Project are due and payable in full on the earlier of: (1) concurrent with issuance of the Certificate of Occupancy for the Project; or (2) two (2) years after the Building Permit for the Project is issued. Notwithstanding the foregoing, District SDC fees for the Project can be paid at any time following issuance of a Building Permit for the Project and prior to the due and payable dates noted above.
- c. Owner agrees to pay all deferred District SDCs for the Project no later than the due and payable dates stated in Section 2(b). Owner agrees the Project shall not be occupied until the District SDCs have been paid in full.
- d. Owner acknowledges that their failure to timely pay District SDCs on the due and payable dates stated in Section 2(b) will result in this Agreement continuing to encumber the Property and such encumbrance shall not be released until the deferred District SDCs are paid in full. If such deferred District SDCs are not timely paid in accordance with Section 2(b), such failure to timely pay shall constitute a default under this Agreement and the amount owed for such deferred District SDCs shall be the deferred District SDC together with interest on such deferred District SDCs at an annual rate of seven-percent (7%) from the date of issuance of the Building Permit until paid in full. Further, in addition to an action to collect District SDCs due, Owner expressly agrees the City of Springfield may withhold issuance of a Certificate of Occupancy until such deferred District SDCs are fully paid.

3. Memorandum of Agreement. Each party shall execute a memorandum of this Agreement (the "Memorandum of Agreement"), substantially in the form set forth in Exhibit C, concurrent with execution of this Agreement. The District shall cause the Memorandum of Agreement to be recorded on the Property. Upon payment of District SDCs, the District shall cause a Termination of Memorandum of Agreement to be recorded on the Property.

4. Term of Agreement. The term of this Agreement is from the effective date until deferred District SDCs are fully paid. The District's obligation to cause a Termination of

Memorandum of Agreement to be recorded on the Property shall survive termination of this Agreement.

5. Miscellaneous.

- a. Owner's obligations to pay deferred District SDCs for the Project on the Property are covenants that run with the land as to the Property and shall be binding on the Owner's successors in title, if any. This Agreement is binding on the Owner and the Owner's heirs, successors, and assigns.
- b. Owner hereby fully and completely waives any and all legal claims, right to request a hearing, appeal, or legal challenge concerning the calculation or methodology used to determine the District SDCs payable for the Project in accordance with the terms of this Agreement.
- c. Owner shall comply with all applicable provisions of the Springfield Municipal Code and District Resolution Nos. 24-25-03, 24-25-05 and 25-26-01, as amended from time-to-time.
- d. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall be effective on the date of the last party to this Agreement to sign. Electronic signatures shall be valid for all purposes. All exhibits and recitals are incorporated into this Agreement. This Agreement and all the exhibits attached hereto are the entire agreement between the parties regarding the subject matter of the Agreement. Any modifications to this Agreement must be made in writing and executed by the parties or the District and the then-owner of the Property.
- e. If any suit, action, arbitration or other proceeding of any nature whatsoever, including without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorneys' and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial or on any appeal, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceedings in U.S. Bankruptcy Court, including those related to issues unique to bankruptcy law.

ATTACHMENT II

- f. This Agreement shall be governed by Oregon law, without regard to principles of conflicts of law. Any action or suit to enforce or construe any provision of this Agreement by a party must be brought in the Circuit Court of the State of Oregon for Lane County or, if the action or suit must be brought in a federal forum, the United States District Court for the District of Oregon in Eugene, Oregon. Each party, by execution of this Agreement, hereby consents to the *in personam* jurisdiction of said courts.
- g. If any clause, sentence or any other portion of the terms and conditions of this Agreement is or becomes illegal, null, or void for any reason, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

Signatures to follow on subsequent pages.

ATTACHMENT II

OWNER:

By: _____
(Signature)

(Printed Name)

Date: _____

<<if multiple owners, add additional signature block for each additional owner. If an entity is the owner, update signature line>>

District signature on following page.

WILLAMALANE PARK AND RECREATION DISTRICT

By: _____
Michael Wargo, Executive Director

Date: _____

Exhibit A

Property Legal Description

Exhibit B

Deferred District SDC Fees

Deferred District SDC Fees for the Project:

\$_____, together with interest as provided in the Agreement

Exhibit C

Memorandum of Agreement

After recording return to:
Willamalane Park and Recreation District
Bob Keefer Center
250 S. 32nd St.
Springfield, OR 97478
Attn: _____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT FOR DEFERRAL OF WILLAMALANE PARK AND RECREATION DISTRICT SYSTEM DEVELOPMENT CHARGES (SDC) ("Memorandum") shall serve as notice to all persons that WILLAMALANE PARK AND RECREATION DISTRICT, a municipal corporation of the State of Oregon ("District") and _____, ("Owner"), entered into an Agreement for Deferral of Willamalane Park and Recreation District System Development Charges (SDC) dated as of _____ 202__, (the "Agreement"), relating to a deferral of the District's SDC fees for a project on Owner's real property located in Lane County, Oregon, as more particularly described in Exhibit A, attached hereto (the "Property"). Capitalized terms used but not defined in this Memorandum have the meanings set forth in the Agreement.

Developer intends to develop a Project that qualifies for a deferral of the District's SDC. Among other things, the District agrees to defer the District SDCs for the Project as shown on Exhibit B, subject to the terms and conditions set forth in the Agreement. Owner agrees to pay the SDC Deferral Administration Fee and to pay the deferred District SDCs when due and payable, which is the earlier of: (1) prior to issuance of the Certificate of Occupancy for the Project; or (2) two (2) years after the Building Permit for the Project is issued. Owner acknowledges the deferred District SDC fees set forth in Exhibit B are the District SDC fees for the Project at the time of issuance of a Building Permit and that the amount of deferred District SDC fees for the Project shall accrue interest from the date of issuance of the Building Permit until paid in accordance with the Agreement at the Local Government Investment Pool average interest rate over the duration of the deferral period. Notwithstanding the foregoing, in the event Owner does not timely pay the deferred District SDCs such deferred District SDCs shall accrue interest at an annual rate of seven-percent (7%) from the date of issuance of the Building Permit until paid in full. Further, Owner's obligations to pay deferred District SDCs for the Project on the Property are covenants that run with the land as to the Property and are binding on the Owner's successors in title until the deferred District SDCs are fully paid.

Owner and District execute this Memorandum to acknowledge being bound by the Agreement and to give notice of the Agreement to third parties.

Signatures on following pages

WILLAMALANE PARK AND RECREATION DISTRICT,
An Oregon municipal corporation

By: _____
Michael Wargo, Executive Director

STATE OF OREGON)
) ss.
County of Lane)

The foregoing instrument was acknowledged before me this _____day of _____, 202__ by Michael Wargo, as Executive Director of Willamalane Park and Recreation District.

Notary Public for Oregon
My commission expires:_____

Owner signature on following page(s)

OWNER

By: _____
(Signature)

Name: _____
(Printed Name)

STATE OF OREGON)
) ss.
County of Lane)

 This instrument was acknowledged before me this _____ day of __, 202__,
by _____.

Notary Public for
My commission expires: _____

Exhibit A to Memorandum of Agreement

Property Legal Description

Exhibit B to Memorandum of Agreement

Deferred District SDC Fees

Deferred District SDC Fees for the Project:

\$_____, together with interest as provided in the Agreement