

WHEN RECORDED, RETURN TO:
Clark County Community Development
1300 Franklin Street
Vancouver, WA

AGREEMENT AND COVENANT TO LIEN PROPERTY FOR DEVELOPMENT IMPACT FEES

Lien for Benefit of Grantee: County of Clark, a Political Subdivision of Washington

Person(s) Indebted to Grantee ("Grantor(s)": _____

Principal Amount of the Lien for Development Impact Fees:

Assessor's Tax Parcel Number: _____

Legal Description (Abbreviated): _____

Full legal description: See Exhibit A attached. (APPLICANT) Attach legal description from deed.

An Agreement and Covenant to Clark County, State of Washington (hereinafter "County"), from the undersigned, _____ (hereinafter "Grantor"), owner of certain real property in Clark County, Washington, legally described in Exhibit A attached hereto and incorporated herein by reference (hereinafter "Site"), pursuant to RCW 82.02.050-090, CCC Chapters 40.610-40.630. The purpose of this Covenant and Lien is to provide Grantor, a limited opportunity to pay impact fees later than otherwise required under the Clark County Code.

1. _____ is the Property Owner(s) of the Site.

2. County code provides that impact fees will be calculated pursuant to CCC 40.610.040 at the time of building permit application unless otherwise provided by law..

4. (a) To implement the legislature’s directive regarding impact fee deferral, the Clark County Council has authorized, under limited conditions, the deferral of traffic, park and school impact fees until the earlier of the request for final inspection for the home on this Site or the passage of eighteen months from the issuance of the building permit; and

(b) Grantor wishes to take advantage of this opportunity, agrees with and is bound by the covenants that make up this document. Further, Grantor covenants that it does not have more than 19 existing deferral requests at this time.

6. Grantor understands and agrees with the County that this is a covenant to and agreement with the County. The Grantor’s obligations constitute a lien on the property second only to the first mortgage\ Deed of Trust for development of the Site. As authorized by the Legislature under RCW 82.02.050, this covenant and lien will be signed and acknowledged and recorded so as to appear in the Grantor's chain of title. The Site will be encumbered until the obligations in this Covenant and Lien are satisfied.

7. Grantor(s) covenant that they are the sole and exclusive owners of the Site.

8. **(STAFF TO COMPLETE)** The districts for determining impact fees are: _____ for Traffic Impact Fees; _____ for Park Impact Fees; and _____ for School Impact Fees. The fee imposed per lot is as follows:

Traffic Impact fee: _____ per lot;

Park Impact fee: _____ per lot; and

School Impact fee: _____ per lot.

9. **(STAFF TO COMPLETE)** The impact fees identified in section 8 are valid until: _____
or until the day of building permit acceptance whichever is earlier.

10. Grantor covenants and agrees to pay all the above fees prior to requesting a final inspection for permits applicable to the Site.

11. The Grantor signing this covenant is ultimately responsible for ensuring all Traffic, Park and School Impact Fees are paid.

12. The parties agree and understand that this agreement must be signed and recorded with the Clark County Auditor prior to building permit application.

DATED this ____ day of _____ 2017.

Approved as to form:

By _____
Christopher Horne
Deputy Prosecuting Attorney

By _____
Clark County

Property Owner Number One:

By: _____

Print Name: _____

STATE OF WASHINGTON)
 :SS
COUNTY OF CLARK)

On this day personally appeared before me _____, known to me to be the person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2000

Notary Public in and for the State of Washington, residing at _____, therein.

My commission expires:

Property Owner Number Two (if applicable):

By: _____

Print Name: _____

STATE OF WASHINGTON)
 :SS
COUNTY OF CLARK)

On this day personally appeared before me _____, known to me to be the person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2000

Notary Public in and for the State of Washington, residing at _____, therein.

My commission expires:

Property Owner Number Three (if applicable):

By: _____

Print Name: _____

STATE OF WASHINGTON)
 :SS
COUNTY OF CLARK)

On this day personally appeared before me _____, known to me to be his/her person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2000

Notary Public in and for the State of Washington, residing at _____, therein.

My commission expires:

Property Owner Number Four (if applicable):

By: _____

Print Name: _____

STATE OF WASHINGTON)
 :SS
COUNTY OF CLARK)

On this day personally appeared before me _____, known to me to be his/her person that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2000

Notary Public in and for the State of Washington, residing at _____, therein.

My commission expires: