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201610280095
Skagit County Auditor
10/28/2016 Page 1 of 7 12:46PM
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Return to: City of Mount Vernon
Attention: Community & Economic Development Department
P.O. Box 809 / 910 Cleveland Ave
Mount Vernon, WA 98273

DOCUMENT TITLE: Agreement for Lien for Deferral of Development Impact Fees

GRANTORS: Summersun Estates

GRANTEES: City of Mount Vernon

ABBREVIATED LEGAL DESCRIPTION: LOT 43, PLAT OF SUMMERSUN ESTATES

ASSESSOR'S PARCELS/TAX ID NUMBERS: P132947

WHEN RECORDED, RETURN TO:

City of Mount Vernon
Attention: Community & Economic Development Department
P.O. Box 809 / 910 Cleveland Ave
Mount Vernon, WA 98273

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AGREEMENT FOR LIEN FOR DEFERRAL OF DEVELOPMENT IMPACT FEES

GRANTOR(S): ____Summersun Estates LLC_____

GRANTEES: City of Mount Vernon

ABBREVIATED LEGAL DESCRIPTION: LOT 43, PLAT OF SUMMERSUN ESTATES

ASSESSOR'S PARCELS/TAX ID NUMBERS: P132947

THIS AGREEMENT, is made this_ th___day of October, 2016, Summersun Estates LLC , the Grantor and the City of Mount Vernon, a Washington municipal corporation, the Grantee

RECITALS:

A. The grantor is the owner of real property bearing Skagit County Assessor's Parcel number: _____P132947_____; with a street address of 3802 AUTUMN WAY____, that is more particularly described in the legal description for this property that is attached, labeled as **Exhibit A.**

B. Consistent with Revised Code of Washington (RCW) 82.02.050(3) Mount Vernon adopted municipal code provisions in Chpaters 3.36 and 3.40 that allows property owners to deferr impact fees for residential structures, with conditions.

C. The grantor has submitted a technically complete building application and is requesting a deferral of the impact fees in the amount of: **Parks=$855.00, Fire= $152.00, School=$6,658.00, Traffic=$7,015.00, Administrative fee=$140.00, for a total of: $14,820.00.**

CERTIFICATION STATEMENTS AND AGREEMENT TO CONDITIONS

1. I/we ___Summersun Estates LLC____ the owner(s) of real property described in the accompanying Exhibit A, hereby request deferral of payment of impact fees associated with building permit #: **_PR2016-808_** and agree that impact fees **of $__14,820.00**___are due to the City of Mount Vernon prior to the final building inspection conducted by the City. Further, I/we understand and agree that deferral of these impact fees shall be subject to all of the following conditions:

   a. The Grantor agrees and acknowledges that full payment of the deferred impact fees and any penalties, if applicable, will be required before the final inspection by the City for the subject building permit. In no event shall a residence be occupied prior to the payment of impact fees.

   b. The Grantor agrees and acknowledges the term of the impact fee deferral shall not exceed 18 months from the date this Agreement is signed by the City.

   c. The Grantor agrees and acknowledges that if I/we or my successors in interest or heirs choose to cancel the building or serwer service for this property after any deferral lien(s) have been recorded, I will be responsible for paying all fees to release any lien(s) and all fees to request any new liens.

   d. The Grantor agrees and acknowledges that impact fees set by the City are subject to change and are not vested rights. I/we understand, agree and stipulate that the amount owed for impact fees shall be that amount set forth by the City at the time of a legally sufficient application for building permit is properly submitted to the City.

   e. The Grantor (s) agree to notify the City's Community and Economic Development Department of any pending sale including, the name of any escrow company which shall facilitate closing, the closing date and shall include in any purchase and sale agreement or instructions to escrow that payment of the impact fees set forth in this agreement shall be a condition to any sale or transfer of the property.

   f. The Grantor agrees and acknowledges this agreement shall be a covenant that runs with the land. I/we understand, agree and stipulate that this agreement directly touches and concerns the property relating to impacts of the improvement and development and the use and enjoyment of the property described herein, cannot be separated from the land or the land transferred without it, and is intended to and shall bind the original owners as well as each successive owners or successors or interest in the property until the conditions of the agreement have been satisfied.

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g. The Grantor agrees and acknowledges that the City of Mount Vernon and/or the Mount Vernon or Sedro-Woolley School Districts may pursue foreclosure proceedings if the impact fees are not paid.

h. The Grantor agrees and acknowledges that lien shall be junior and subordinate only to one mortgage for the purpose of construction upon the same real property subject to the building permit.

i. The Grantor(s) acknowledges that upon payment of the impact fee, the City agrees to execute a Release of Lien, that the Grantor shall (at their expense) record with the Skagit County Auditor.

This **AGREEMENT FOR LIEN FOR DEFERRAL OF DEVELOPMENT IMPACT FEES** is approved by the City of Mount Vernon, Community & Economic Development Department, on this 26 day of October 2016.

CITY OF MOUNT VERNON,
GRANTEE/LIENHOLDER BY:

Signature:

Written Name: Robert Hyde

Title: Director, Community + Econ. Development

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GRANTOR(S):

DATED this 28th day of 10, 2016.

The below-signed does certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct at the time it was signed.

Signature:

Written Name: Paul Woodmansee

Signature:

Written Name:

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STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Paul Woodmansee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the owner to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of October, 2016.

(SEAL) KRISTA JEWETT NOTARY PUBLIC COMMISSION EXPIRES 02-18-2020 STATE OF WASHINGTON

Krista Jewett

Notary Public

Residing at Skagit Co

My appointment expires 02-18-2020

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2016.

(SEAL)

_____

Notary Public

Residing at_____

My appointment expires _____

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EXHIBIT A

LEGAL DESCRIPTION

(to be attached or inserted)

LOT 43, PLAT OF SUMMERSUN ESTATES PHASE 1 LU-07-023, RECORDED UNDER AF#201510150066 AND LATER RE-RECORDED UNDER AF#201511170046, BEING A PORTION OF THE SW 1/4 NW 1/4, SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

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