

This document was prepared by, recording is requested by, and, after recording, please return to:

June 7, 2016

CITY OF NAMPA
411 – 3rd Street South
Nampa, ID 83651

[The space above is for Recorder's use.]

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF NAMPA, an Idaho municipal corporation, does hereby certify and declare that certain Development Impact Fee Deferral Agreement dated the 7th day of June, 2016, executed by _____, as the Applicant, and recorded in the office of the County Recorder of the County of Canyon, State of Idaho, as Instrument No. 2015-034106, on September 9, 2015 against certain real property located at _____ (address) and legally described as follows: _____ Lot, Block, Sub.

IS RELEASED as against the above described property only.

IN WITNESS WHEREOF, the City of Nampa has hereunto set its hand this 7th day of June, 2016.

CITY OF NAMPA:

By: _____
Development Impact Fee Administrator

STATE OF IDAHO)
 : ss
County of Canyon)

On this 7th day of June, 2016, before me, a Notary Public in and for said state, personally appeared _____ the Development Impact Fee Administrator for the CITY OF NAMPA, known to me to be the person who executed the within instrument, and acknowledged to me that he executed the same and was authorized to do so for and on behalf of the CITY OF NAMPA.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

WATER AND SEWER CONNECTION FEES DEFERRAL AGREEMENT

THIS AGREEMENT made this ____ day of _____, _____, by and between the CITY OF NAMPA, an Idaho municipal corporation, ("the City"), and _____, (collectively the "Applicant").

WHEREAS, Applicant has made application to the City for the issuance of building permits to allow construction of one or more structures on property located at _____, Nampa, Canyon County, Idaho, and legally described as _____ ("the Property"); and,

WHEREAS, the Idaho Code and Nampa City Code allow the City to defer water and sewer connection fees that it typically collects prior to the issuance of a building permit,

NOW, THEREFORE, for good and valuable consideration, the City and Applicant agree that all water and sewer hookup fees the City is authorized to charge and collect from Applicant in connection with the Applicant's request for building permits for the Property shall be deferred subject to the following terms and conditions:

1. The City shall issue building permits to the Applicant for the Property so long as Applicant meets all other requirements for issuance other than the payment of fees.
2. Building permit fees, water meter fees, development impact fees, all other fees related to the issuance of the building permit, and zoning approval fees are specifically not a part of this Agreement.
3. Applicant warrants under penalty of perjury that he is the owner of record of the Property, or is the owner's agent with the authority to act on behalf of and legally bind the owner to the provisions of this Agreement.
4. Fees deferred pursuant to this Agreement include:
 - a. "Water and Sewer Connection (Hookup) Fees" in the following amounts:
 - i. Water \$ _____;
 - ii. Sewer \$ _____;
5. The parties to the Agreement understand and agree the sum of \$ _____ represents all charges due and owing pursuant to this Agreement. It is also understood and agreed that, in the process of reviewing and issuing building permits, this amount may be adjusted pursuant to the Nampa Building Code. Any fee adjusted pursuant to law shall be collectable as established herein.
6. Applicant shall pay all fees deferred pursuant to this Agreement with the issuance of a certificate of occupancy (temporary or otherwise) or within 180 days from the date of the issuance of the building permit, whichever event occurs first, and

the City shall issue no certificate of occupancy (temporary or otherwise) or certificate of completion until Applicant pays all fees deferred pursuant to this Agreement.

7. Water meter fees cannot be deferred under this Agreement.
8. The parties agree that in the event either party incurs costs or attorney fees in connection with the enforcement of this Agreement, whether or not legal action is instituted, the successful party shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.
9. The parties agree that this Agreement may be recorded and as such this Agreement shall constitute a consensual lien against the Property described herein.
10. City shall have up to 10 business days to issue a release of this Agreement following the payment of the fees deferred hereunder.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its duly authorized officers the day and year first above written.

CITY OF NAMPA:

By: _____

APPLICANT(S):

Applicant

(printed name)

(address)

Applicant

(printed name)

(address)

OWNER(S) OF PROPERTY (if different than Applicant(s)):

Owner

(printed name)

(address)

Owner

(printed name)

(address)

LENDER CONSENT

The undersigned lender hereby consents to this agreement and the deferral of fees permitted herein and agrees to be bound by the terms hereof to the extent that default may result in the Property not receiving a Certificate of Occupancy or Completion, and that any foreclosure of the underlying loan will not absolve any subsequent owner of the requirement that all deferred fees be paid.

Individual Lender:

Entity Lender:

Signature

(printed name)

Signature

(printed name)

(address)

Name of Entity
By: _____
Title: _____

(printed name)

(address)

INDIVIDUAL NOTARY FOR LENDER CONSENT

STATE OF IDAHO)
 : ss
County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, known to me to be the person(s) who executed the within instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

ENTITY NOTARY FOR LENDER CONSENT

STATE OF IDAHO)
 : ss
County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, known to me to be the person who executed the within instrument, and acknowledged to me that he/she executed the same on behalf of _____.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

STATE OF IDAHO)
 : ss
County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____ for the CITY OF NAMPA, known to me to be the person who executed the within instrument, and acknowledged to me that he executed the same and was authorized to do so for and on behalf of the CITY OF NAMPA.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

INDIVIDUAL NOTARY FOR APPLICANT(S)

STATE OF IDAHO)
 : ss
County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, known to me to be the person(s) who executed the within instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

ENTITY NOTARY FOR APPLICANT

STATE OF IDAHO)
 : ss
County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, known to me to be the person who executed the within instrument, and acknowledged to me that he/she executed the same and was authorized to do so for and on behalf of _____.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

INDIVIDUAL NOTARY FOR PROPERTY OWNER(S)

STATE OF IDAHO)

: ss

County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, known to me to be the person(s) who executed the within instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

ENTITY NOTARY FOR PROPERTY OWNER

STATE OF IDAHO)

: ss

County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, known to me to be the person who executed the within instrument, and acknowledged to me that he/she executed the same and was authorized to do so for and on behalf of _____.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT

THIS AGREEMENT made this ____ day of _____, _____, by and between the CITY OF NAMPA, an Idaho municipal corporation, ("the City"), and _____, (collectively the "Applicant").

WHEREAS, Applicant has made application to the City for the issuance of building permits to allow construction of one or more structures on property located at _____, Nampa, Canyon County, Idaho, and legally described as _____ ("the Property"); and,

WHEREAS, the Idaho Code and Nampa City Code allow the City to defer development impact fees that it typically collects prior to the issuance of a building permit,

NOW, THEREFORE, the City and Applicant agree that all development impact fees the City is authorized to charge and collect from Applicant in connection with the Applicant's request for building permits for the Property shall be deferred subject to the following terms and conditions:

1. The City shall issue building permits to the Applicant for the Property so long as Applicant meets all other requirements for issuance other than the payment of fees.
2. Building permit fees, water and sewer connection fees, all other fees related to the issuance of the building permit, and zoning approval fees are specifically not a part of this Agreement.
3. Applicant warrants under penalty of perjury that he is the owner of record of the Property, or is the owner's agent with the authority to act on behalf of and legally bind the owner to the provisions of this Agreement.
4. Fees deferred pursuant to this Agreement include:
 - a. "Development Impact Fees" in the following amounts:
 - i. Parks \$ _____;
 - ii. Police \$ _____;
 - iii. Fire \$ _____;
 - iv. Traffic improvements \$ _____;
 - v. Capital Improvement Plan Administrative Fee \$ _____.
5. The parties to the Agreement understand and agree the sum of \$ _____ represents all charges due and owing pursuant to this Agreement. It is also understood and agreed that, in the process of reviewing and issuing building permits, this amount may be adjusted pursuant to the Nampa Building Code. Any fee adjusted pursuant to law shall be collectable as established herein.

6. In consideration of the fee deferral as herein provided, the City shall issue building permits to the Applicant; however, the City shall issue no certificate of occupancy (temporary or otherwise) or certificate of completion until Applicant pays all fees deferred pursuant to this Agreement. Development Impact Fees will only be due if and when the building or improvement is completed and prior to any occupancy permit being issued. In no case shall collection of fees pursuant to this agreement be deferred beyond four years from the date of permit application.

7. The parties agree that in the event either party incurs costs or attorney fees in connection with the enforcement of this Agreement, whether or not legal action is instituted, the successful party shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

8. The parties agree that this Agreement may be recorded and as such this Fee Deferral Agreement shall constitute a consensual lien against the Property described herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its duly authorized officers the day and year first above written.

CITY OF NAMPA:

By: _____
 Development Impact Fee Administrator

APPLICANT(S):

 Applicant

 (printed name)

 (address)

 Applicant

 (printed name)

 (address)

OWNER(S) OF PROPERTY (if different than Applicant(s)):

 Owner

 (printed name)

 (address)

 Owner

 (printed name)

 (address)

LENDER CONSENT

The undersigned lender hereby consents to this agreement and the deferral of fees permitted herein and agrees to be bound by the terms hereof to the extent that default may result in the Property not receiving a Certificate of Occupancy or Completion, and that any foreclosure of the underlying loan will not absolve any subsequent owner of the requirement that all deferred fees be paid.

Individual Lender:

Entity Lender:

Signature

(printed name)

Signature

(printed name)

(address)

Name of Entity

By: _____

Title: _____

(printed name)

(address)

INDIVIDUAL NOTARY FOR LENDER CONSENT

STATE OF IDAHO)

: ss

County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, known to me to be the person(s) who executed the within instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

Notary Public for Idaho

My Commission Expires: _____

ENTITY NOTARY FOR LENDER CONSENT

STATE OF IDAHO)

: ss

County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, known to me to be the person who executed the within instrument, and acknowledged to me that he/she executed the same on behalf of _____.

(SEAL)

Notary Public for Idaho

My Commission Expires: _____

STATE OF IDAHO)
 : ss
County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, the Development Impact Fee Administrator for the CITY OF NAMPA, known to me to be the person who executed the within instrument, and acknowledged to me that he executed the same and was authorized to do so for and on behalf of the CITY OF NAMPA.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

INDIVIDUAL NOTARY FOR APPLICANT(S)

STATE OF IDAHO)
 : ss
County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, known to me to be the person(s) who executed the within instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

ENTITY NOTARY FOR APPLICANT

STATE OF IDAHO)
 : ss
County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, known to me to be the person who executed the within instrument, and acknowledged to me that he/she executed the same and was authorized to do so for and on behalf of _____.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

INDIVIDUAL NOTARY FOR PROPERTY OWNER(S)

STATE OF IDAHO)

: ss

County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, known to me to be the person(s) who executed the within instrument, and acknowledged to me that he/she/they executed the same.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____

ENTITY NOTARY FOR PROPERTY OWNER

STATE OF IDAHO)

: ss

County of _____)

On this ____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, known to me to be the person who executed the within instrument, and acknowledged to me that he/she executed the same and was authorized to do so for and on behalf of _____.

(SEAL)

Notary Public for Idaho
My Commission Expires: _____