

IMPACT FEE DEFERRAL APPLICATION

APPLICANT:		PERMIT NO:
PROJECT ADDRESS:	Unit #	PARCEL NO:
OWNER INFORMATION		PRIMARY CONTACT / AGENT
NAME:	NAME:	
ADDRESS:	ADDRESS:	
PHONE NUMBER:	PHONE NUMBER:	
EMAIL ADDRESS:	EMAIL ADDRESS:	

WHAT IS AN IMPACT FEE DEFERRAL?

The City of Brier has adopted impact fees on new development in the city limits. Impact fees may vary by the intensity of the project or by year. Impact fees directly pay for the public infrastructure improvements required to accommodate new development. The City of Brier offers a deferred payment system for up to 20 single-family residential building permits per applicant per year.

PROCESS

1. The applicant may begin the fee deferral process at any time in advance of building permit issuance. The impact fee is calculated by the Community Development Department based on the fee schedule in effect at the time, the building permit and this application is submitted to the City.
2. The applicant must grant and record a deferred impact fee lien, provided on the following page, against the property in favor of the City in the amount of the deferred impact fee. This lien will be released upon payment of the impact fee.
3. If the property is owned by a company, partnership, corporation, or other entity, then the lien must be signed by an authorized company representative and documentation must be provided verifying this individual's authority to sign.
4. The applicant must record the lien with the Snohomish County Recorder's Office and is responsible for any fees associated with the recording of the lien and for complying with the requirements of the Snohomish County Recorder's Office.
5. The applicant may then submit the Impact Fee Deferral Application form, a copy of the recorded lien and applicable administration fees.

Payment of the impact fee is due to Community Development prior to (1) final inspection; or (2) within 18 months from the date of the first building permit issuance, whichever comes first. Once payment is received, the City will issue a lien release document that the applicant may file with the Snohomish County Recorder's Office. The applicant is responsible for any fees associated with releasing the lien.

CITY STAFF ONLY

TOTAL FEES DUE: _____

PERMIT ISSUED DATE: _____

STAFF INITIALS: _____ **DATE:** _____

IMPACT FEE DUE DATE: _____

WHEN RECORDED, RETURN TO:

**City of Brier
2901 228th Street SW
Brier, WA 98036**

AGREEMENT FOR LIEN FOR IMPACT FEES

Lien for Benefit of Grantee: City of Brier, a municipal corporation

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

Reference Numbers of Related Documents: _____

Permit File Number(s): _____

Principal Amount of the Lien: _____

Name of Project: _____

Assessor's Tax Parcel Number: _____

Full Legal Description: See Exhibit A attached.

This AGREEMENT FOR LIEN FOR DEVELOPMENT IMPACT FEES ("Agreement") is made and entered into this ____ day of _____, 20__, by and between ("Grantor") and the CITY OF BRIER, a Washington municipal corporation ("City" or "Grantee").

I/we hereby request deferral of payment of impact fees associated with Building Permit No. and agree that impact fees of \$ _____ are due to the City of BRIER prior to (1) final building inspection conducted by the City, or (2) 18 months from the date of building permit issuance, whichever comes first.

The City of Brier hereby claims a Lien for Development Impact Fees (which may include park, schools and/or transportation impact fees), against the above described real property. This agreement runs with the land and creates an obligation on behalf of the Grantor and owners of the affected real property. The agreement is binding on successors and assigns of the Grantor. The Grantor shall record this agreement in the Thurston County property records and submit copy of recording to the City.

The Grantor agrees and acknowledges that the City will not perform a final inspection on the property until the impact fees are paid. The Grantor acknowledges that the building cannot and will not be occupied prior to final inspection and issuance of a certificate of occupancy. The Grantor also acknowledges that the City may pursue foreclosure proceedings if the impact fees are not paid.

The lien amount is due and owing to the City prior to (1) final building inspection conducted by the City or (2) 18 months from the date of building permit issuance, whichever comes first.

The term of the impact fee deferral shall not exceed 18 months. All payments shall be made payable to the City and shall be directed to the City of Brier, City Clerk-Treasurer at 2901 228th Street Southwest, Brier, WA 98036. Upon payment of the impact fees, the City agrees to execute a Release of Lien, substantially in the form attached hereto as Exhibit B. The Grantor may, at his or her own expense, record the Release of Lien.

DATED this _____ day of _____, 20_____.

CITY OF BRIER, GRANTEE/LIENHOLDER

By: _____ Title _____
2901 228th Street Southwest
Brier, WA 98036

DATED this _____ day of _____, 20_____.

GRANTOR(S)

By: _____

By: _____

Address: _____

EXHIBIT A

(Full Legal Description of Property)

*EXAMPLE OF RELEASE OF LIEN
FORM TO BE FILED AFTER
PAYMENT OF IMPACT FEES*

EXHIBIT B

WHEN RECORDED, RETURN TO:

**City of Brier
2901 228th Street SW
Brier, WA 98036**

RELEASE OF LIEN FOR DEVELOPMENT IMPACT FEES

Lien for Benefit of Grantee: City of Brier, a municipal corporation

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

Reference Number(s) of Related Document(s): _____

Impact Fee Deferral Application Number: _____

Amount Released: _____

Assessor's Tax Parcel Number: _____

Legal Description (Abbreviated): _____

Full Legal Description: See Exhibit A attached.

THIS RELEASE OF LIEN FOR DEVELOPMENT IMPACT FEES (the "release") is made as of this ____ day of _____, 20____, by the City of Brier (the "City").

The City recorded a Lien for Development Impact Fees dated _____ and recorded under Snohomish County Recording No. _____ (the "Lien") with _____ ("Grantor / Property Owner") to provide for deferred payment of certain Impact Fees. Except as otherwise specifically defined in this Release, all capitalized terms shall have the same meaning as provided in the Lien.

Grantor / Property Owner has completed construction of the home which was the subject of the Lien and which is located on the real property legally described as (the "Property").

Upon receipt of the payment of the impact fee, the City hereby releases and discharges Grantor from the obligations described in the Lien. Upon recording of this Release, all of the Grantor / Property Owner obligations under the Lien shall be deemed fully and completely satisfied and the Lien shall have no further force or effect.

