

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of Marina
City Clerk's Office
211 Hillcrest Avenue
Marina, CA 93933

No Recording Fee Required in Accordance with
Government Code Section 6103

**AGREEMENT AFFECTING REAL PROPERTY
DEFERRAL OF IMPACT FEES**

This AGREEMENT AFFECTING REAL PROPERTY DEFERRAL OF IMPACT FEES is made and entered into this ____ day of _____, 2025, by and between [INSERT PROPERTY OWNER] ("Owner"), and the City of Marina, a California Municipal Corporation ("City").

WHEREAS, Owner is the owner of that certain property located in the City of Marina, County of Monterey, State of California that is more fully described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Owner has received approval to develop the Property pursuant to Planning and Zoning Permit Nos. [INSERT PLANNING AND ZONING PERMIT NUMBERS] (hereinafter, the "Project"); and

WHEREAS, Owner has requested that the City defer specific impact fees associated with the Project, as specified in Exhibit B, which is attached hereto and incorporated herein by the reference (hereinafter, the "Fees"); and

WHEREAS, pursuant to Government Code Section 66007, subd. (c), the City shall not require the payment of the Fee until the date of the first final inspection or the date the first certificate of occupancy or first temporary certificate of occupancy is issued, whichever occurs first; and

WHEREAS, the City may require earlier payment of the Fees if such fees are collected for public improvements or facilities for which an account has been established, funds appropriated, and a construction schedule or plan adopted by the City prior to final inspection or issuance of the certificate of occupancy, or if the Fees are to reimburse the City for expenditures previously made; and

WHEREAS, pursuant to Government Code Section 66007, subd. (c), if the Fees are not fully paid prior to issuance of a building permit for construction of any portion of the Project, the City may require the Owner to execute a contract to secure payment of the Fees.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto do hereby agree as follows:

1. **Recitals.** The Recitals above are true and correct and constitute an enforceable provision of this Agreement.
2. **Fees and Lien.**
 - (a) The Owner acknowledges that it owes the City the sum of **[INSERT FEE AMOUNT]** Dollars (\$_____) for the Fees identified in **Exhibit B**.
 - (b) To secure the payment of these Fees, the Owner hereby grants the City a lien on the Property. The lien shall be enforceable against the Property as provided in this Agreement.
3. **Escrow Notification.** Prior to the issuance of any building permit for the Project, the Owner shall notify the City of the opening of any escrow for the sale of the Property and provide escrow instructions to ensure that the Fees are paid to the City from the sale proceeds, prior to disbursement of proceeds to the seller.
4. **Payment of Deferred Fees.**
 - (a) The Owner agrees to pay the deferred Fees identified in **Exhibit B** for each building that constitutes part of the Project on or before the date of final inspection or the date the certificate of occupancy (or temporary certificate of occupancy) is issued for that specific building, whichever occurs first.
 - (b) Deferred utility fees, not associated with a specific building (such as irrigation water meters), shall be paid prior to activation of the utility service by the City.
5. **Default and Remedies.**
 - (a) If the Fees are not paid when due, the City is authorized to enforce its lien against the Property, including foreclosure, and may seek all available legal and equitable remedies.
 - (b) In addition, if water and/or sewer fees are unpaid when due, the City may disconnect water and sewer services to the specific buildings identified in **Exhibit B** for which the fees have not been paid.

6. **Compliance with City Code.** The Owner agrees to comply with all applicable provisions of the Marina City Code.
7. **Voidance of Inspection or Occupancy Certificate.** If the Fees are not paid when due, the City shall have the right to void the final inspection or issuance of the certificate of occupancy for any building in the Project until such fees are paid.
8. **Governing Law.** This Agreement shall be governed by, construed, and enforced under the laws of the State of California. Venue for any legal action related to this Agreement shall be exclusively in the Superior Court of Monterey County, California.
9. **Waiver.** The waiver by any party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. Waiver shall not be deemed effective until and unless signed by the waiving party.
10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
11. **Amendments.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
12. **Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
13. **Entire Agreement.** This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.
14. **Authority.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
15. **Counterparts.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

THE CITY:

CITY OF MARINA, a public body,
corporate and politic

Date: _____

By: _____
Layne Long, City
Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

OWNER:

By: _____

Exhibit A
Legal Descriptions

Exhibit B
Fees