

PIERCE COUNTY PLANNING AND PUBLIC WORKS
9850 64th STREET WEST
UNIVERSITY PLACE, WA 98467-1078

Document Title: Traffic, Park, School Impact Fee and Sewer Connection Charge Lien Deferral

Grantor(s):	
Grantee(s):	PIERCE COUNTY PLANNING AND PUBLIC WORKS
Legal Description:	
Assessor's Property Tax Parcel/Permit Number(s):	
A. TYPE OF LIEN REQUESTED	
<u>Traffic Impact Fees (select one only):</u>	
<input type="checkbox"/> Deferral Lien for Impact Fees (with payment of interest charges)	
<input type="checkbox"/> Deferral Lien for Impact Fees (with waiver of right to statutory refund)	
<u>Park Impact Fees (select one only):</u>	
<input type="checkbox"/> Deferral Lien for Impact Fees (with payment of interest charges)	
<input type="checkbox"/> Deferral Lien for Impact Fees (with waiver of right to statutory refund)	
<u>School Impact Fees:</u>	
<input type="checkbox"/> Deferral Lien for Impact Fees (with payment of 3% interest charges)	
<u>Sewer Connection Charges:</u>	
<input type="checkbox"/> Deferral Lien for Connection Charges (with payment of 3% interest charges)	

Recitals:

Traffic, School and Park Impact Fees

- A. Pursuant to Section 4A.10.080.B of the Pierce County Code, the full payment of all Traffic, School and Park Impact Fees for single and multi-family residential uses is required either at the time of recording of the final plat or prior to the issuance of the Building Permit.
- B. Pursuant to Section 4A.10.080.D of the Pierce County Code, the owner/seller of any single or multi-family residential property that is being constructed or improved for resale may make a request to Pierce County Planning and Public Works for a Lien against the title to this property for the deferral of payment of all Traffic, School and Park Impact Fees to the closing of sale or 18 months, whichever comes first.
- C. The Grantor(s) has paid the non-refundable administrative fee pursuant to Section 4A.10.080.D.2 of the Pierce County Code to request this Lien and has paid the filing fee to record this Lien.

Sewer Connection Charges

- A. Pursuant to Pierce County Code (PCC) Section 13.04.070A, all Sewer Connection Charges for single and multi-family residential uses shall be paid prior to Sewer Service Permit issuance.
- B. Pursuant to PCC Section 13.04.075, the owner/seller of single or multi-family residential property within unincorporated Pierce County that is being constructed or improved for resale may make a request to the Sewer Utility for a Contractual Lien against the title of the property in exchange for the deferral of payment of all Sewer Connection Charges until the closing of sale.
- C. The Grantor(s) has made such a request to impose a Contractual Lien on the property described herein and has paid both the non-refundable administrative fee pursuant to PCC Section 13.04.090G and the filing fees to record this Contractual Lien.

The Grantor(s) acknowledges and agrees to the following Conditions and Obligations:

1. Total Lien Amount. The total estimated amount due and owing under this Lien shall be the sum of all Traffic, School and Park Impact Fees and/or Sewer Connection Charges of \$_____. The actual amount of Traffic, School and Park Impact fees and Sewer Connection Charges to be paid will be based on the fee schedule in place at the time of Building Permit issuance. This will include 3% interest unless the Grantor(s) has chosen to waive the right to recovery of impact fees not spent within the 10-year statutory timeframe in lieu of payment of interest for Traffic or Park Impact Fees. The total lien amount will also include the filing fee in effect to release this Lien.
2. The Grantor(s) has acknowledged that satisfaction of this Lien will be required prior to segregation of the property described herein, pursuant to Section 4A.10.080 D.6 and Section 13.14.005 of the Pierce County Code.
3. Satisfaction of Lien. The Grantor(s) shall be responsible for full payment of the lien amount as identified in Paragraph 1 above by no later than the closing date of sale of the property described herein or by no later than 18 months from the date of issuance of the Permit above, whichever comes first. In no case shall building occupancy occur prior to the full payment of all deferred fees and charges, pursuant to Section 4A.10.080 D.5 and Section 13.04.075 of the Pierce County Code.
4. Instructions to Escrow/Title Company. Prior to the closing date of sale of the property described herein, the closing agent shall contact the Pierce County Sewer Billing Division (Attn: Deferral Lien Administrator) by phone at (253) 798-4648 or by fax at (253) 798-4695 to request a lien payoff request form and shall submit a payment to Pierce County from the sale proceeds of the Grantor(s) for the total lien amount.
5. Clearing Title. Upon confirmation of full payment of the total lien amount by secured funds (cash or cashier's check), Planning and Public Works shall release this Lien against the title to the property described herein. If full payment is made by non-secured funds, then there will be a 30-day hold for payment confirmation before this Lien will be released.
6. Violations and Penalties. If the Grantor(s) fails to make full payment of the total lien amount within the timeframes set forth in this Lien, the unpaid balance of the total lien amount shall constitute a Class 1 infraction and shall be subject to penalty and enforcement as set forth within Chapter 1.16 of the Pierce County Code. If the Grantor(s) fails to make full payment of the total lien amount and any penalty within 60 days after the timeframes set forth in this Lien, the County may bring suit in foreclosure by civil action in the Pierce County Superior Court.
7. Authorization. Each person signing this Lien warrants to the other party that the person signing is authorized to do so and no further action is necessary to bind the parties.
8. If Grantor fails to fully pay the sewer deferral lien, including all connection charges, interest, and any penalty within 60 days of when it is due, Grantee Pierce County may foreclose this lien by civil lawsuit in Pierce County Superior Court.

LIEN DATE: _____

OWNER(S):

Signature of Owner 1 Date: _____

Printed name of Owner 1

Signature of Owner 2 Date: _____

Printed name of Owner 2

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate written. I am a Notary Public, in and for the State of Washington, residing at _____.

Notarized By: _____
[Name]

My Appointment Expires _____

PIERCE COUNTY:

Date: _____

Deferral Lien Administrator/Pierce County Planning and Public Works

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that _____ signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate written. I am a Notary Public, in and for the State of Washington, residing at _____.

Notarized By: _____
[Name]

My Appointment Expires: _____

The Pierce County Planning and Public Works Department hereby certifies, per Pierce County Ordinance 2016-51s, that the Traffic, School and Park Impact Fees and Sewer Connection Charges for the property listed above are lienable per Pierce County Code, Chapter 4A.10. These charges are legal and proper and have resulted in a lien against this property. The lien is for the estimated fees that will be due upon occupancy or closing of the referenced property. The Lien is for the impact fees, sewer connection charges, interest, and/or the recording fee in effect to release this Lien, and any incurred collection costs.