

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

CITY OF ONTARIO  
CITY CLERK/ RECORDS MANAGEMENT  
303 EAST "B" STREET  
ONTARIO, CA 91764

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Space above this line for Recorder's Use

Exempt from Fees Per Gov. Code § 6103

**FILE NO. PDFRXX-XXX  
DEVELOPMENT IMPACT FEE "DIF"  
DEFERRAL AGREEMENT**

**By and Between**

**City of Ontario,  
a municipal corporation**

**and**

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\_\_\_\_\_, 2023

**San Bernardino County, California**

## **DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT FILE NO. PDFRXX-XXX**

This Development Impact Fee Deferral Agreement (the "Agreement") is made and entered into by and between the City of Ontario, a California municipal corporation ("City") and \_\_\_\_\_ ("Owner") collectively, the ("Parties") with reference to the following facts:

### RECITALS

- A. The recording of this document is for the benefit of the City to secure Owner's payment of Development Impact Fees ("DIF").
- B. Owner is the owner of that certain real property in the City of Ontario, County of San Bernardino, State of California, more particularly described on the attached Exhibit "A" (the "Property").
- C. Owner has requested the deferment of DIF on \_\_\_\_\_ permits/buildings (collectively the "building permits") within the Property.
- D. The building permits applicable to deferral are more particularly described on Exhibit "B" attached.
- E. Pursuant to the DIF Deferral Program, the City Manager may defer the payment of certain DIFs for a maximum period of two (2) years from the effective date of this Agreement, or until a final inspection is requested for the first building permit within the phase(s), whichever occurs first.

### AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. All the above recitals are true and correct and are fully incorporated into this Agreement by reference and made a part hereof.
2. City agrees to defer collection of the payment of the DIFs identified in Exhibit "B" for a maximum period of two (2) years from the effective date of this Agreement or until a final inspection is requested for the first building permit within the phase(s), whichever occurs first.
3. Owner shall pay a non-refundable administrative processing fee totaling Four Thousand Dollars (\$4,000) to process this Agreement.
4. Owner, on behalf of itself and its successors and assigns, agrees to pay the DIFs on the building permits identified in Exhibit "B" with a cashiers/certified check concurrent with the request for final inspection for the first building permit within a phase(s) or within two (2) years from the effective date of this Agreement, whichever occurs first. A final inspection may not be scheduled until the DIFs for the building permits in Exhibit "B" are paid in full by the Owner.

5. For payment of DIFs at the time the building permits identified in Exhibit "B" become payable, the amount of the DIFs for the building permits shall be determined in accordance with the DIF schedule in effect at the time of payment.
6. This Agreement shall be recorded against the Property in the Office of the San Bernardino County Recorder and shall constitute a lien for the payment of the DIFs binding upon, and running with, the Property. If Owner sells all or any portion of the Property, Property shall not be released of any obligations under this Agreement relating to the Property or the portion of the Property which is being acquired. This Agreement shall be binding upon, and the benefits of this Agreement shall inure, to the Parties and all successors in interest to the Parties.
7. The burden of this Agreement shall be released from title to the Property upon full payment of the DIFs for the Building permits in Exhibit "B". Within a reasonable time, following payment of the DIFs, the City shall execute a lien release releasing the burden of this Agreement from the title to the Property.
8. The person signing on behalf of Owner certifies that s/he can legally bind Owner and agrees to hold City harmless if it is later determined that such authority does not exist.
9. Owner agrees to indemnify, defend and hold harmless the City and its officials, officers, agents, and employees for any claims, causes of action or damages/costs arising from the City's deferral of DIF pursuant to this Agreement.
10. This Agreement shall be effective upon the date it is executed by the City Manager.

IN WITNESS WHEREOF, the parties hereto have executed this Development Impact Fee Deferral Agreement as of the date below, the ("Effective Date").

**SIGNATURE PAGE  
TO DEVELOPMENT IMPACT FEE  
DEFERRAL AGREEMENT FILE NO. PDFRXX-XXX**

**"OWNER"**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Representative  
Date: \_\_\_\_\_

**"CITY"**

CITY OF ONTARIO

By: \_\_\_\_\_  
Scott Ochoa, City Manager  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk, Ontario

**APPROVED AS TO FORM:  
BEST BEST & KRIEGER, LLP**

\_\_\_\_\_  
City Attorney

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
*Date* *Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**Exhibit "A"**  
**Legal Description**

SAMPLE

**Exhibit "B"**  
**Permits/Buildings**  
**Subject to DIF Deferral <sup>(1)</sup>**

Tract/Parcel Number(s)	Lot/Phase Number(s)	Developer	Dwelling Type	Units
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SAMPLE

**(1) The deferred DIF shall become due and payable on: (a) the date that a final inspection of the first unit or building within the project phase(s) is requested; or (b) the date that is two [2] years following the effective date of the DIF Deferral Agreement, whichever occurs first. The determination of the DIF shall be the DIF in effect at the time of payment, and not at the time of building permit issuance. Deferred fees are subject to change due to modifications in the DIF Program and application of DIF Credits.**