

RECORDED AT THE REQUEST
OF AND AFTER RECORDING
RETURN TO:

DEL NORTE COUNTY CDD – E&S
981 H STREET, SUITE 110
CRESCENT CITY, CA 95531

No Recording Fee Pursuant to
Government Code §6103

COMMUNITY DEVELOPMENT DEPARTMENT
DEFERRED IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between the COUNTY OF DEL NORTE, hereinafter referred to as the COUNTY and [Click here to enter text.](#) and [Click here to enter text.](#), hereinafter referred to as OWNER, witnesseth:

WHEREAS, the OWNER, by [Click here to enter text.](#), is by the terms thereof required to construct, at their sole cost, the following described improvements to the real property more specifically described in Book [Click here to enter text.](#) of Official Records, pages [Click here to enter text.](#) and [Click here to enter text.](#) (see Exhibit A), filed in the office of the County Recorder of Del Norte County, California:

Comment [RB1]: Building Permit B#, Use Permit UP#, etc.

WHEREAS, the OWNER, by [Click here to enter text.](#), is by the terms thereof required to construct, at their sole cost, the following described improvements to the real property more specifically described in Document Number [Click here to enter text.](#) recorded on [Click here to enter text.](#) (Exhibit A), filed in the office of the County Recorder of Del Norte County, California:

Comment [RB2]: Complete applicable paragraph and delete paragraph that is not applicable.

- [Click here to enter text.](#)
- A copy of the Board Order is attached hereto as Exhibit B and incorporated herein by this reference.

WHEREAS, County Ordinance 12.04.112 allows owner(s) to enter into a deferred improvement agreement in lieu of constructing improvements.

WHEREAS, County Ordinance 12.05.085 allows owner(s) to enter into deferred improvement agreement in lieu of constructing improvements.

Comment [RB3]: Delete paragraph that is not applicable.

IT IS MUTUALLY STIPULATED AND AGREED:

1. That said construction may be deferred until such time as COUNTY notifies OWNER, in writing, to proceed therewith;

2. That upon receipt of said notice, OWNER shall, within ninety (90) days, complete the construction of the required improvements;
3. In the event no such notice is given, the construction improvements must be completed by the OWNER within ten (10) years from the date of this agreement. COUNTY has no obligation to notify OWNER or any subsequent owners of the lapse of the ten (10) year period; and such lapse does not relieve OWNER or any subsequent owners from the obligation to construct the subject improvements. At least sixty (60) days prior to expiration of the term, OWNER may request subsequent additional five year deferments. Such deferments are subject to approval by the Board of Supervisors, whose decision shall be based upon proof that circumstances affecting the property warrant an extension of time for construction of the improvements. In the event OWNER does not apply for an extension of the deferment, or the request for an extension of the deferment is denied by the Board of Supervisors, OWNER shall either construct the improvements or make a payment in lieu of construction. The required payment in lieu of construction shall be calculated as set forth in paragraph four. In any event, any failure of COUNTY to require improvements within any of the time periods set forth herein or to demand a payment in lieu of construction shall not constitute a waiver of COUNTY'S right to require construction of the improvements or payment therefor. Any work required under this agreement shall be done in accordance with the County standards in effect at the time plans are submitted for approval.
4. In the event that the above-referenced property has been subdivided further at the time of construction, or the parcel(s) are in different ownership, the amount of work to be performed by each owner shall be determined at the time by the County Engineer using standards applicable to an assessment district; i.e., the cost of the improvements shall be spread among the property owners according to the most equitable basis under the circumstances. Any owners dissatisfied with the allocation of work or costs to their property may appeal to the Board of Supervisors, whose decision on the matter shall be final. The reasonable administrative costs of the Community Development Department in calculating the spread of work and/or costs shall become a part of the total cost of the project.
5. In the event that any lot or parcel within the above-described subdivision is transferred to an owner other than the owner described in this agreement, the new owner may obtain a release of the lien created by this Agreement by depositing the pro-rata cost of improvement, to be determined as set forth in the foregoing paragraph, along with administrative costs incurred in determining said owner's pro-rata share, with the County of Del Norte. Any release of lien pursuant to this paragraph shall apply only to the affected lot, and shall not constitute a release of lien as to the remaining parcels or lots. Reasonable

administrative costs include but are not limited to determining the amount of work to be completed by each property owner, all notification/ mailing expenses, all expenses incurred by the County in processing a property owner(s) appeal, and the cost to develop plans (if the County agrees to develop the plans). The property owner also agrees to pay all applicable fees (e.g. plan check and inspection fees) due to the County at the time the improvements included in the deferred improvement agreement are to be constructed.

6. That in the event of default by OWNER, COUNTY is hereby authorized by OWNER to cause said construction to be done and charge the entire cost to OWNER, including any reasonable administrative costs as described in the preceding paragraph.
7. That, furthermore, in the event of default by OWNER and construction by COUNTY, the cost of said construction and the administrative costs as described in the preceding paragraphs shall constitute a lien against said real property. If such cost is not then paid by OWNER within thirty (30) days after billing from COUNTY, a notice of lien will be filed with the COUNTY. If COUNTY is compelled to sue to enforce this agreement or to enforce the lien, OWNER shall be responsible for all reasonable attorney fees and other expenses of litigation incurred by the County. All such attorney fees, costs, and expenses shall also constitute a lien on the property. If the property is subdivided, at the time of notice of lien, the amount of said lien shall be divided among the properties and placed proportionally on the subdivided properties.
8. That OWNER further agrees that this Agreement shall be acknowledged and recorded in the Office of the County Recorder of Del Norte County. Owner(s) execute(s) this Agreement to be binding upon owner(s), owner's heirs and successors in interest in and to said land, and assigns, it being the intent of the parties to this Agreement that this obligation shall be a burden to run with the land. Upon sale or division of the property the terms of the agreement shall succeed to the obligations imposed on owner(s) by this agreement.
9. The OWNER(S) shall assume the defense and indemnity and save harmless the COUNTY, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the OWNER(S), his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the OWNER(S) to indemnify the COUNTY against the

liability for damage arising from the sole negligence or willful misconduct of the COUNTY or its agents, servants or independent contractors who are directly responsible to the COUNTY.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____ day of _____, _____.

COUNTY OF DEL NORTE:

OWNER:

BY: _____

[Click here to enter text.](#)
Board of Supervisors, Chair

BY: _____

[Click here to enter text.](#)
Owner

APPROVED AS TO FORM:

OWNER:

BY: _____

[Click here to enter text.](#)
County Counsel

BY: _____

[Click here to enter text.](#)
Owner

Comment [RB4]: Acknowledged Signature.
Use current notary form on Secretary of State webpage.

Comment [RB5]: Acknowledged Signature.
Use current notary form on Secretary of State webpage.

Comment [RB6]: Acknowledged Signature.
Use current notary form on Secretary of State webpage.