



SDC DEFERRAL PLAN AGREEMENT

The undersigned owner _____ of the following described property, _____, Happy Valley, Oregon 97086 (also referred to as Clackamas County Assessor Map No. _____) hereby voluntarily applies to the City of Happy Valley to have the unpaid balance of the _____ System Development Charges (P/T SDC) posted for development of that property, in the sum of \$ _____, be bonded under the provisions of ORS 223.205 to 223.295.

The undersigned agrees to pay such SDC in twenty consecutive semiannual installments including interest on the unpaid balance from _____, 201_ until paid, the first such installment to be paid on _____, 201_, and a like installment on each succeeding July 15th and January 15th of each calendar year. Applicant may pay in full the outstanding balance and accrued interest at any time, without any early payment penalty or charge.

The rate of interest on the unpaid balance shall be 5.50 percent from the date of issuance of the building permit, until the next sale of bonds used to finance capital improvements pursuant to the _____ System Development Charge Ordinance; when such bond sale is made, the interest shall be adjusted to not more than the net effective interest rate on the bonds sold plus two percent per annum, such adjusted rate to be effective for the next and all other installment payments.

The undersigned acknowledge(s) that this Agreement is voluntarily executed to obtaining this financing option. The application fee for this agreement is \$500.00, and the undersigned recognize(s) that this fee is not refundable, and is separate from, and will not be credited toward, the amount financed under this Agreement.

The undersigned waive(s) all irregularities or defects in the determination of the amount of the SDC imposed, and further waive(s) any right to contest the validity of the lien created by this Agreement, except for the correction of computational errors. The undersigned agree(s) that in the event the undersigned neglect(s) or refuse(s) to pay any installment as it becomes due and payable, the City of Happy Valley shall have the right to declare the whole unpaid balance, both principal and interest, due and payable at once, and may proceed at once to collect that unpaid balance, plus costs of foreclosure and attorney fees, in any manner provided by law, including, without limitation, the same manner as set out in ORS 223.505 to ORS 223.595, as amended.

In the event of default in the payment of any of the said installments or said interest when due as herein provided, time being of the essence hereof, the holder of this note may, without notice or demand, declare the entire principal sum then unpaid immediately due and payable.

The undersigned hereby acknowledge(s) that this Agreement creates a LIEN on the above-described property, which may be foreclosed upon nonpayment of the amount owed. The undersigned affirms that the undersigned has (have) authority to consent to the imposition of such lien.

The undersigned hereby agrees to indemnify, hold harmless and defend the City of Happy Valley, its Councilors, employees, agent and insurers, from and against any and all damages, costs, penalties and fees (including attorneys, expert and witness fees) alleged by a third party to arise from the fault of the City of Happy Valley for any actions taken by the City of Happy Valley in the exercise of its rights pursuant to this Agreement, except to the extent said damages, costs, penalties and fees are proven to arise from the gross negligence or willful misconduct of the City of Happy Valley, its Councilors, employees or agents.

The undersigned has (have) read and understand this Agreement.

Signature Date

Name (print)

Mailing Address City State Zip

Building Permit #:
Billing Account #: