

**IMPROVEMENT AGREEMENT
INCLUDING NOTICE OF POTENTIAL ASSESSMENT LIEN**

(In Lieu of Immediate Construction of Public Improvement; includes Waiver of Right to Remonstrate)

IN CONSIDERATION of the covenants herein recited, the City of Springfield, hereinafter referred to as City, and _____, hereinafter referred to as Applicant, do covenant and agree with respect to the real property described below as follows:

1. Applicant warrants and represents to the City of Springfield that it is the owner of the property more particularly described and set forth in Paragraph 7 below and, as owner, has the authority to enter into this Improvement Agreement with the City of Springfield.

2. Applicant desires Development Approval from the City with respect to the following
Development Application _____

3. The development will cause both an immediate and long-term demand on the various public facilities of City and Lane County including the specific public improvements necessitated by the development as set forth in paragraph 6.

4. This Improvement Agreement is an alternative to imposing a condition on Applicant's development approval that the Applicant make immediate construction of any public improvement that the development necessitates. The objective is to promote efficiency, coordination, and spread costs by providing an opportunity for a district wide improvement mechanism where construction occurs in a coordinated project with the participation of adjacent and other properties in the area, instead of requiring immediate improvement in conjunction with each development application. There is no guarantee, however, that such a coordinated project will be possible and the City reserves the right to require construction of the improvements in the future at City discretion.

5. (a) Applicant and City agree that Applicant will pay the cost of the following public facility improvements described in Paragraph 6 in accordance with respective cost assumption policy established by City at the time the City determines to undertake and complete such public improvements.

(b) Applicant and City acknowledge and agree that the cost of such improvements and the portion thereof to be paid by Applicant are presently unknown and may be greater than the costs that would be apportioned if the improvements were constructed immediately or by Applicant now or later.

(c) Applicant acknowledges that the timing of the construction of such improvements is within the sole and exclusive direction of the City.

6. (a) STREET IMPROVEMENTS along the frontage of _____
to include: surface paving; storm sewers; sanitary sewers; curbs;
 gutters; planter strips; street trees; street lights; sidewalks.

(b) TRAFFIC SIGNALS at the intersection of _____

(c) OTHER IMPROVEMENTS _____

AFTER RECORDING RETURN TO:
CITY OF SPRINGFIELD – PUBLIC WORKS
DEPARTMENT – 225 FIFTH STREET –
SPRINGFIELD OR 97477

Applicant acknowledges that the list of marked improvements reflect those that would currently be required under the appropriate City codes and ordinances. Applicant acknowledges that it understands that the improvements made will be those required to bring the street to full urban standards for the then current functional classification of the street as those standards exist at the time the improvements are made and may, therefore, differ from the list of improvements checked herein.

7. LEGAL DESCRIPTION:

SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

AKA: _____ Tax Map & Lot No.: _____

Property Address: _____

8. City agrees that Applicant's execution and performance of the terms of the Agreement will be deemed to be in compliance with City's policy pertaining to improvement requirements, and if Applicant complies in every respect with all other applicable laws of the State of Oregon, Lane County, and City, Applicant shall be entitled to Development Approval, subject to the terms and conditions of approval set forth therein.

9. This agreement is enforceable by the State of Oregon, Lane County or City.

10. APPLICANT AGREES TO SIGN ANY AND ALL WAIVERS, PETITIONS, CONSENTS AND ALL OTHER DOCUMENTS NECESSARY TO OBTAIN THE ABOVE LISTED IMPROVEMENTS UNDER ANY IMPROVEMENT ACT OR PROCEEDING OF THE STATE OF OREGON, LANE COUNTY, OR CITY AND TO WAIVE ALL RIGHT TO REMONSTRATE AGAINST SUCH IMPROVEMENTS. Applicant does not waive any right to protest the amount or manner of spreading the assessment thereof, if the same shall appear to the Applicant to bear inequitably or unfair upon said property of Applicant. Applicant's acceptance of the non-remonstrance condition is in consideration for the City's waiver of the requirement for the immediate construction of the public improvements that the development necessitates. This improvement agreement waives the property owner's right to file a written remonstrance. It does not waive a property owner's right to comment on the proposed district or any related matters orally or in writing.

11. It is the intention of the parties hereto that the covenants herein contained shall run with the land herein described, and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit and a burden upon the property herein described. This Agreement shall be recorded in the Lane County Deed Records.

NOTICE TO APPLICANT/PROSPECTIVE PURCHASER

If you are the Applicant or a prospective purchaser of this property, you are advised to discuss this Agreement with an Attorney of your choice. Execution and recordation of this Agreement will place requirements on the Owner and any subsequent purchaser of the Real Property described in Section 7 and their heirs, successors and assigns. These requirements include but are not limited to the payment for the public improvements described in Section 6. This may result in an assessment lien on the Real Property described in Section 7 and significant costs to the Owner and Purchasers, and their heirs, successors and assigns. An Applicant's signature on this Agreement indicates that the Applicant has thoroughly read this Agreement, understands it, has had the opportunity to consult legal counsel prior to its execution, and understands that execution of the Agreement may result in significant financial obligations imposed upon the Owner of the Real Property. Any prospective Purchaser of the property burdened by this Improvement Agreement should also thoroughly review this Agreement, consult with legal counsel prior to purchasing the property, and understand that this Agreement may result in a significant financial obligation imposed upon any Owner of the Real Property described in Section 7.

WHEREFORE, the parties above named have hereunto set their hands and seals on _____, 20__.

APPLICANT:

Signature: _____ (Title & Company)

PRINT NAME: _____

Signature: _____ (Title & Company)

PRINT NAME: _____

STATE OF OREGON }
COUNTY OF LANE } SS

This instrument was acknowledged before me on _____, 20__ by _____ as _____ of _____.

Notary Public for Oregon

CITY OF SPRINGFIELD:

Reviewed and approved

By _____ (No notary required)
Development Services Department, Planning Division

Accepted by _____
Chris Moorhead - City Surveyor

STATE OF OREGON }
COUNTY OF LANE } SS

This instrument was acknowledged before me on _____, 20__ by
Chris Moorhead as City Surveyor of City of Springfield.

Notary Public for Oregon