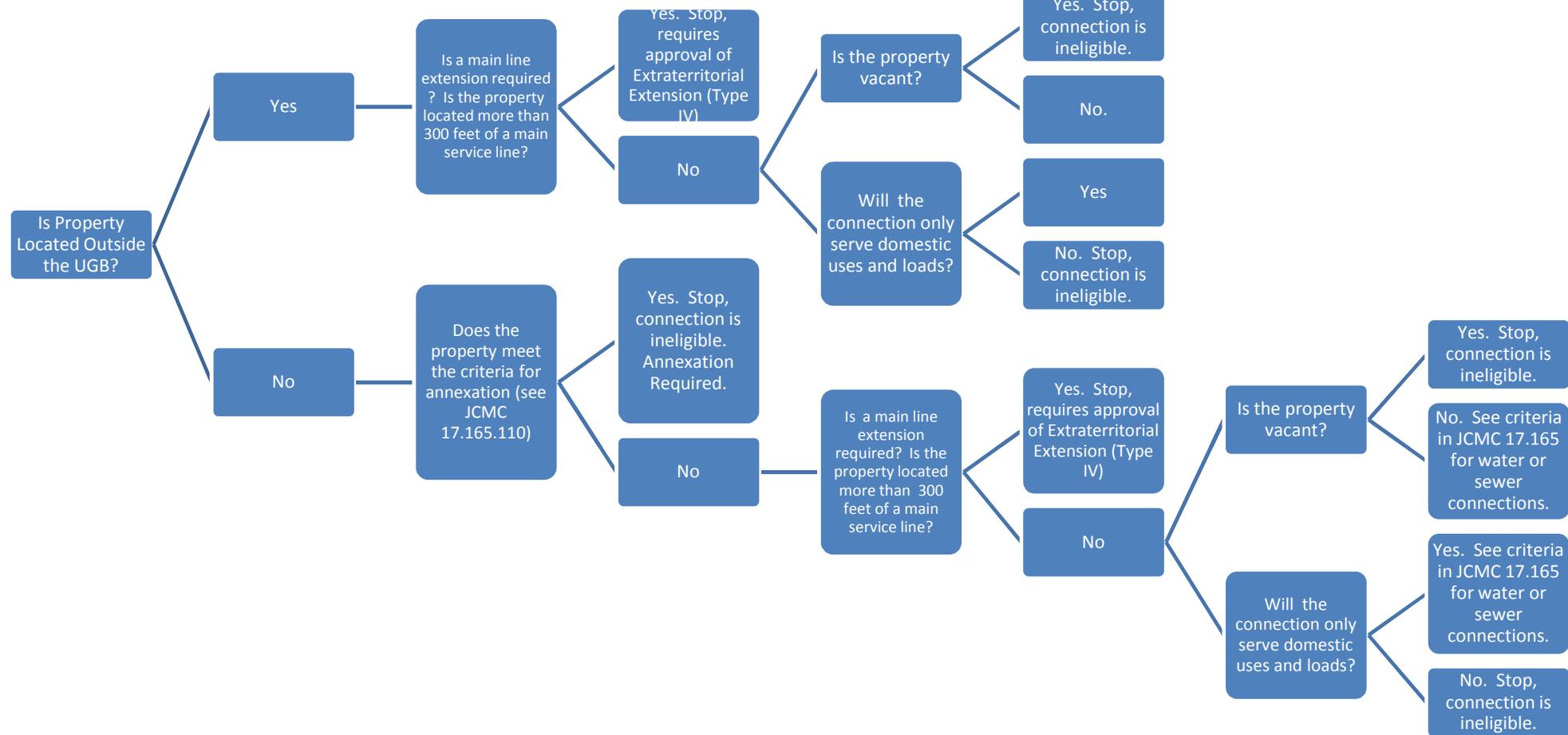


Property Eligibility Criteria to be Considered for an Extraterritorial Connection

“Extraterritorial connection of service” means the connection of water or sanitary sewer service to developed property located outside the city limits and within or outside the urban growth boundary.





GENERAL LAND USE APPLICATION

City of Junction City
680 Greenwood Ave/PO Box 250
Junction City, OR 97448
Phone: 541-998-2153
Fax: 541-998-3140
www.junctioncityoregon.gov

Type of Application: (May require a supplemental application to be attached and/or additional documentation)

| | | |
|--|---|---|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Development Review | <input type="checkbox"/> Rezone (Zone Change) |
| <input type="checkbox"/> Comprehensive Plan Amendment Map____ Text____ | <input type="checkbox"/> Pre-Application Meeting | <input type="checkbox"/> Subdivision: Preliminary____ Final____ |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Partition: Preliminary____ Final____ | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Variance: Major____ Minor____ | <input type="checkbox"/> Vacation | <input type="checkbox"/> Other: |

| | |
|--|-------------------------------|
| <u>LOCATION OF PROPERTY OR ADDRESS:</u> | |
| SIZE OF PROPERTY(S): | ASSESSOR'S MAP AND TAX LOT #: |
| PRESENT USE: | PROPOSED USE: |
| BRIEF SUMMARY OF ACTION REQUESTED: | |

| | |
|---------------------------------------|---------|
| <u>NAME OF PROPERTY OWNER:</u> | |
| ADDRESS: | |
| PHONE: | E-MAIL: |

| | |
|----------------------------------|---------|
| <u>NAME OF APPLICANT:</u> | |
| ADDRESS: | |
| PHONE: | E-MAIL: |

| | |
|--------------------------------|---------|
| <u>NAME OF CONTACT:</u> | |
| ADDRESS: | |
| PHONE: | E-MAIL: |

ATTACHMENT(S): Yes____ No____

I have the following legal interest in the property (Please check one):
 Owner of Record____ Lessee____ Holder of an exclusive Option to Purchase____ Contract Purchase____

Per Resolution 862: All direct costs for contracted city staff shall be charged monthly to the applicant in the amount billed to City. Contracted staff includes, but are not limited to, city engineer, city attorney, building inspector, traffic consultant, wetlands specialist. Direct costs 30 days past due shall be charged 9% interest in addition to the amount billed to the City.

| | |
|--|--------------|
| I hereby certify that the foregoing statements and other information attached hereto are true and accurate to the best of my knowledge and belief. I also agree to pay all direct costs associated with processing this land use application. Owner's Signature: | Date: |
|--|--------------|

| Staff Use Only | | |
|------------------------------------|-----------------------------------|----------|
| Filing Fee: | Payment Received by (staff name): | Date: |
| Zoning: | Plan Designation: | File No. |
| Date Application Deemed Completed: | Completion Checked by: | Date: |

Junction City Planning and Development Fees

| Application Type | Fee |
|---|---|
| Annexation and Withdrawal | \$1,000 |
| Appeal to Planning Commission | \$375 |
| Appeal to City Council | \$1,060 |
| Transcripts | cost up to \$500 plus 1/2 the cost over \$500 |
| Conditional Use Permit | \$650 |
| Development Review (new development) | \$1,070 |
| Development Review (remodel or addition) | \$250 |
| Extraterritorial Extension of Water, Stormwater, or Sewer | \$1,000 |
| Final Partition Plat | \$745 |
| Final Subdivision Plat | \$1,760 |
| Floodplain Permit | \$100 |
| Minor Variance | \$325 |
| Modification to Subdivision Ordinance | \$565 |
| Non-Conforming Use Confirmation | \$130 |
| Partition Improvement Plans | \$270 |
| Pre-Application Conference, Consultation, or Research | \$45/hr for planner \$60/hr for public works director \$100/hr for both |
| Preliminary Partition | \$1,335 |
| Preliminary Subdivision | \$1,100 + \$45/lot for each lot beyond 4 |
| Property Line Adjustment | \$230 |
| Rezone | \$1,065 |
| Sign Permit (separate building permit required) | \$75 |
| Stream Corridor Wetland District | \$1,630 |
| Subdivision Improvement Plans | \$1,030 |
| Temporary Use Permit | \$650 |
| Vacation (other) | \$635 |
| Vacation (right-of-way) | \$1,200 |
| Variance (public hearing) | \$650 |
| Written Code Interpretation (Planning Commission) | \$225 |
| Written Code Interpretation (Staff) | \$85 |
| Zoning Compliance Analysis | \$85 |

Actual Costs will be Charged for the Following Applications

All direct costs for contracted city staff (include but not limited to: engineering, legal, building, traffic, wetlands) charged monthly to the applicant in the amount billed to City. Past due bills (30 days) are charged 9% interest in addition to the amount billed.

| | |
|---|---------|
| Comprehensive Plan Amendment Lane Co. co-adoption fees not included | \$950 |
| Expedited Land Division | \$2,350 |
| Planned Unit Development | \$4,000 |
| Site Plan Review | \$1,550 |
| Text Amendment to Zoning or Subdivision Regulations | \$950 |
| Any other land use application or development permit not listed above | |

Other Charges

| | |
|---|------|
| City of Junction City map 8" x 10" | \$1 |
| Comprehensive Plan map | \$5 |
| Municipal lien search per address or tax lot number | \$25 |
| Zoning map | \$5 |



CITY OF JUNCTION CITY

680 Greenwood

P.O. Box 250

Junction City, OR 97448

Phone: 541-998-2153

Fax: 541-998-3140

**INSTRUCTIONS FOR EXTRATERRITORIAL EXTENSION
SERVICE CONNECTION**

*Please review the following steps and attached checklist of the items needed to file an application with the City.
You may also contact the Junction City Planning Department for more information.*

A pre-application meeting is encouraged before submitting an extraterritorial extension application. You may schedule this meeting with the Junction City Planning Department.

Step 1. Confirm that property is eligible.

Form 1 provides a decision-tree that steps you through the eligibility requirements for extraterritorial extensions. Please review this checklist and confirm that you are eligible to apply.

Step 2. General Land Use Application

The City has a general land use application that must be completed and submitted with any type of land use application (refer to Form 2).

Step 3. Filing Fee

An initial deposit, called a filing fee, is required for an application to be processed. See separate filing fee schedule for costs. Checks are payable to the City of Junction City.

Step 4. Property List

List of all tax lots proposed to be served, including street addresses and property owner names. The attached *Form 3* is to be used for this purpose.

Step 5. Legal Description

A metes and bounds legal description of the territory to be annexed or withdrawn must be submitted electronically in Microsoft Word or a compatible software program. A legal description shall consist of a series of courses in which the first course shall start at a point of beginning. Each course shall be identified by bearings and distances and, when available, refer to deed lines, deed corners and other monuments. A lot, block and subdivision description may be substituted for the metes and bounds description if the area is platted. Your legal description is likely included in materials from when you purchased the property.

Step 6. Consent to Annex Form

Have all property owners sign the consent to annex form for the property or properties proposed to be served (Form 4).

Step 7. Extraterritorial service contract

Form 5 (attached) provides the extraterritorial service contract that should be completed. Form 6 (attached) provides the non-remonstrance agreement for future local improvement districts as required under JCMC 17.165.190(E).

Step 8. ORS 197.352 (Ballot Measure 49) Waiver Form

Complete the attached waiver (Form 7). The waiver should be signed by each owner within the proposed annexation area.

Step 9. Public/Private Utility Plan

A plan describing how the proposed annexation area can be served by key facilities and services must be provided with the Annexation Agreement. Planning and public works staff will work with the applicant to complete the Annexation Agreement.

Step 10. Written Narrative Addressing Consistency with the Criteria

All annexation requests must be accompanied with a narrative providing an explanation and justification of response with the criteria stated on the application (also stated below). The annexation agreement does not need to be signed until the final City Council annexation public hearing. Once approved and signed, the applicant must record the Annexation Agreement prior to the provision of city services and/or further development.

1. The affected territory proposed to be annexed is within the City’s urban growth boundary; and is contiguous to the City limits or separated from the City only by a public right-of-way or a stream, lake, or other body of water.
2. The proposed annexation is consistent with applicable policies in the City of Junction City Comprehensive Plan and in any applicable refinement plans.
3. The proposed annexation will result in a boundary in which key services can be provided.
4. A signed Annexation Agreement to resolve fiscal impacts upon the City caused by the proposed annexation shall be provided. The Annexation Agreement shall address, at a minimum, connection to and extension of public facilities and services. Connection to public facilities and services shall be at the discretion of the City, unless otherwise required by ORS. Where public facilities and services are available and can be extended, the applicant shall be required to do so.

SUBMIT COMPLETED APPLICATION TO:

City of Junction City
 City Hall – 680 Greenwood Street
 P.O. Box 250
 Junction City, Oregon 97448



EXTRATERRITORIAL EXTENSION SERVICE CONNECTION CHECKLIST

REQUIRED SUBMITTALS

Please review the following checklist and accompanying instructions. You may also contact the Junction City Planning Department for more information.

- Completed General Land Use Application (Step 2 of Instructions)
- Filing Fee (Step 3 of Instructions)
- List of all tax lots proposed to be served, including street addresses and property owner names (Step 4 of Instructions)
- Legal description of the property or properties to be served with water or sewer service (Step 5 of Instructions)
- Signed consent to annex form for the property or properties proposed to be served (Step 6 of Instructions)
- Signed extraterritorial service/facility contract (Step 7 of Instructions)
- Signed nonremonstrance agreement for future local improvement districts as required under JCMC 17.165.190(E) (Step 7 of Instructions)
- Map drawn to scale showing the proposed extension of water or sanitary sewer lines to include the proposed number of service connections and their sizes and locations
- Written Narrative addressing approval criteria as specified below:
 1. Annexation of the property proposed to be served is currently not possible due to the inability to meet the criteria for annexation specified in Article II of this chapter.
 2. The provision of service will not prolong uses that are nonconforming uses as specified in Chapter [17.125](#) JCMC, or the Lane County Code.
 3. The proposed extension is consistent with state goals and implementing statutes and administrative rules, specifically OAR 660-011-0060 and 660-011-0065, as well as city and county comprehensive plans and land use regulations concerning extraterritorial extensions and connections.
 4. Sufficient capacity exists in the requested service facilities to serve the existing use(s), as determined by the city in its sole discretion. This determination shall take into account future capacity needed to serve properties and uses within city limits, anticipated by the city's comprehensive plan and this title.
 5. A signed extraterritorial service/facility contract shall be provided in a form approved by the city attorney to resolve issues raised by the requested connection. This contract will be recorded and shall run with the subject property until such time as the parcel is annexed into the city (Step 5 of Instructions).
 6. Verification that:
 - The subject property's boundary is located within 300 feet of an existing main service line;
 - The existing use can be directly connected to the main line by way of a lateral connection, without a main line extension;
 - The subject property is not vacant; and
 - The connection will only serve domestic uses and loads.

Application #: _____
For City Use Only

**EXTRATERRITORIAL EXTENSION
SERVICE CONNECTION
FORM 3**

List of Properties Proposed to be Served by Connections

We, the following property owners, are requesting extraterritorial connections to water or sewer service for the following properties:

| <i>Signature</i> | Date Signed m/d/y | <i>Print Name</i> | Address of Property <i>(street, city, zip code)</i> | Map and Tax Lot Number <i>(example: 17-04-03-00-00100)</i> | <input checked="" type="checkbox"/> Land Owner | Acres <i>(qty)</i> |
|------------------|----------------------|-------------------|--|---|--|-----------------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |

Note: With the above signature(s), I am attesting that I have the authority to request extraterritorial connections on my own behalf or on behalf of my firm or agency. *(Attach evidence of such authorization when applicable.)*

Until otherwise requested, send all tax statements to the following address:

[Owner] _____

After Recording Return to:

City of Junction City
P.O. Box 250
Junction City, OR 97448

CONSENT TO ANNEX AGREEMENT

BETWEEN: City of Junction City,
a municipal corporation **(City)**

AND: _____, **(Owners)**

DATE: _____, 2012

RECITALS

1. Owners have submitted a request that the City provide Sewer and Water Service to that piece of real property commonly known as _____, located within Lane County, Oregon and more particularly described as follows (Property):

[INSERT LEGAL DESCRIPTION FOR PROPERTY]

2. The parties acknowledge that execution of this Agreement is a prerequisite to the provision of City Sewer and Water Service to the Property.
3. Owners acknowledge that City will terminate all sewer and water services to Property if this Consent to Annex Agreement is not signed and recorded with Lane County Deeds and Records, and a copy of the recorded document is not filed with City within _____ days after final City approval of Owners' extraterritorial connection application, submitted pursuant to JCMC 17.165.180.

AGREEMENT

- Section 1. Annexation. Owners agree to apply for annexation into the corporate limits of the City within 60 days of the date that Property is brought into the City's urban growth boundary and Owners hereby consent to annexation of Property by the City of Junction City into the corporate limits of the City, if annexation is otherwise initiated by City. The Waiver of Expiration of this Consent to Annexation, signed by Owners, is attached as Exhibit A to this Agreement. Owners further agree that any and all wells and septic systems located on Property shall be abandoned and decommissioned as required by the City Code and all applicable state and county laws, prior to Property's annexation into the City's corporate limits.
- Section 2. Remonstrance. In the event the type of annexation used involves the right to remonstrate, this Agreement constitutes a waiver of the right to remonstrate and a remonstrance by anyone having an interest in Property shall be void.
- Section 3. Application Fees and Expenses. Owners agree to pay reasonable and customary future expenses related to annexation of Property to City, including all reasonable and customary administrative costs and the payment of the reasonable and customary application filing fees, if so stipulated by City at the time of annexation.
- Section 4. Annexation Election. In the event the type of annexation used involves a vote, this Agreement constitutes a waiver of the right to vote on the annexation by a person in possession or ownership of Property who is qualified to vote on the annexation. Further, those persons shall be counted as a yes vote on the annexation.
- Section 5. Indemnification. Owners shall forever indemnify and hold harmless City and at City's election defend City from and against any and all claims, losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected to the provision of City sewer and water services to Property and any further connections of sewer, water, or other City services to Property. In the event of any litigation or proceeding brought against City and arising out of or in any way connected with any of the above events or claims, against which the Owners agree to defend City, Owners shall, upon notice from City, vigorously resist and defend such actions or proceedings in consultation with City through legal counsel reasonably and satisfactory to City.
- Section 6. Default. If Owners or any of their agents, successors or assigns fail to comply with the requirements of this Agreement, City may terminate sewer and water service to Property, or install all requested City utility connections to Property.

Section 7. Warranty. Owners warrant that they are:

- A. The sole owners of Property;
- B. Property is not in violation of or subject to any existing, pending, or threatened investigations by any governmental authority; and
- C. To the best of Owners' knowledge, no hazardous substance has ever been manufactured, produced, stored, released, discharged or disposed of on, under, or above Property in violation of any environmental law.

Section 8. Recordation. The covenants and restrictions contained herein touch and concern, and relate to the use of Property, and are intended by the parties to run with the land. Owners shall therefore record this document in the Deeds and Records of Lane County, Oregon, to serve as notice to any future owners or occupants of Property of the terms and conditions of this Agreement.

Section 9. Binding Effect. The terms of this Agreement shall extend to and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

Section 10. Attorney Fees and Costs. If suit, action or arbitration is brought either directly or indirectly to enforce the terms of this Agreement, the prevailing party shall be entitled to and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, both at trial and on appeal, as well as the prevailing party's costs and disbursements. Further, if it becomes necessary for City to contract for the services of an attorney to enforce any provision of this Agreement without initiating litigation, Owners agree to pay City's attorney fees so incurred.

Section 11. Waiver. Failure of City at any time to require performance of any provisions in this Agreement shall not limit City's right to enforce the provision nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

Section 12. Severability. The validity, meaning, enforceability, and effect of the Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract

did not contain the particular part, term or clause held to be unenforceable.

CITY:

[Printed Name], [Position Title]

Date: _____

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on this _ day of _____
_____, 2012, by _____, City _____ of the
CITY OF JUNCTION CITY.

Notary Public for Oregon

OWNERS:

[Owner's Name]

Date: _____

[Owner's Name]

Date: _____

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on this _ day of _____
_____, 2012, by _____, OWNERS.

Notary Public for Oregon

**[FOR EXECUTION BY PROPERTY OWNER, NOT CITY
UNTIL CONNECTION APPROVAL IS ISSUED.]**

**Until a change is requested,
All tax statements shall be sent
To the following address:**

[Owner] _____

After recording return to:
City of Junction City
P.O. Box 250
Junction City, OR 97448

| |
|--|
| <p>EXTRATERRITORIAL CONNECTION AGREEMENT</p> <p>SANITARY SEWER AND WATER SERVICE</p> |
|--|

This Extraterritorial Connection Agreement (Agreement) is made between City of Junction City, an Oregon municipal corporation ("City") and _____ ("Owner").

RECITALS

- A. Owner is the sole owner of certain real property located within Lane County, Oregon, and outside of the corporate limits of City, as described in Exhibit A and shown on the map attached as Exhibit B.
- B. Junction City Municipal Code (JCMC) Sections 17.165.160–.220 establish criteria and application requirements for extraterritorial City service connections for properties located outside the City’s corporate boundaries or outside the City’s adopted and acknowledged urban growth boundary (UGB).
- C. City received Owner’s extraterritorial connection application (X-XX-XX) on _____, 20___, and deemed it complete on _____, 20___.

- D. The parties acknowledge that City has a right to refuse to extend sanitary sewer and water lines or provide such service beyond its corporate limits, in its sole discretion.
- E. Pursuant to JCMC 17.165.180.C, Owner has executed and will record a Consent to Annex Agreement, obligating Owner to initiate annexation proceedings for all of Property into City upon inclusion within the City's UGB and further waiving Owner's right to remonstrate and vote, as applicable, on the annexation if initiated by City. In conjunction with the Consent to Annex, Owner has also signed a waiver of the one-year validity for the Consent to Annex per ORS 222.173.
- F. ***Insert existing service facility information:*** Include facility size, location, and whether facility has sufficient capacity. Take into account future capacity needed to serve properties and uses within City limits, as anticipated by the Comprehensive Plan and City land use regulations (JCMC 17). Address JCMC 17.165.190.F.1-3: 1) existing main service line must be located within 300 feet of Property's boundary; 2) the existing use can be directly connected to the main line by way of a lateral connection, without any main line extension; and 3) Property is not vacant.
- G. ***Insert needed service facilities:*** Include laterals needed to connect Property to service main (size, location, etc.) and any other facilities needed for this connection. Possibly address facilities anticipated to be needed at time of annexation or further development (e.g., storm water, larger water or sewer facilities). One option is to include all anticipated annexation requirements, then roll those into any subsequent annexation agreement.
- H. Property was included within the exception area granted by Lane County under Goal 11 on May 12, 2010.
- I. Pursuant to JCMC 13.40.090.A, regarding System Development Charges (SDCs), and JCMC 17.165.190.E., connection to City services obligates Owner to pay all SDC's associated with the services being requested.

Now, therefore, based on the foregoing Recitals, which are specifically made a part of this Agreement, the parties agree as follows:

AGREEMENT

- 1. Obligations of Owner. Consistent with the above Recitals, Owner agrees to perform all obligations, as set forth in this Section.
 - 1.1 Design and construct on-site and off-site sanitary sewer and water conveyance, treatment and disposal systems as may be necessary to adequately serve existing development on Property in accordance with all City design and construction standards for said connection, including paying for

and constructing any required extensions and upgrades. Such extensions and upgrades must comply with Junction City Public Works Design Standards and Water Master Plan requirements, including meeting fire flow requirements and looping water lines internally throughout Property, as applicable. Owner recognizes that Property cannot be connected to any City system until all improvements as described in the Recitals and as above are completed and accepted by City.

- 1.2 Owner agrees not to submit any application to Lane County related in any way to Property's division, development or change in use without first obtaining City's written permission agreeing to the requested Lane County action. Further, Owner agrees that City shall not issue said written permission unless sufficient capacity for the proposed action exists within the City's sanitary sewer and water systems, including production, treatment, storage, distribution and disposal, as determined in City's sole discretion.
 - 1.3 Owner shall pay all City SDCs, connection fees, zone of benefit charges, and out-of-city service rates associated with the requested services and connections prior to connection.
 - 1.4 Owner shall request and obtain City development review regarding storm drainage for Property.
 - 1.5 Owner acknowledges that this Agreement serves as a non-remonstrance agreement for all future City local improvement districts which include Property.
 - 1.6 Owner agrees that the requested connections to City services will serve only existing domestic uses and loads.
 - 1.7 Owner shall dedicate any and all rights-of-way or easements as may be determined necessary, in City's sole discretion, to locate and maintain requested City service connection lines and other facilities.
2. City Obligations. City agrees Owner may connect to City's water and sewer systems, subject to Owner's compliance with all terms of this Agreement and City codes and standards.
 3. Covenants Running with the Land. It is the intention of the parties that the covenants herein are necessary for connection of Property to City services, and as such shall run with the Property and shall be binding upon the heirs, executors, assigns, administrators, and successors in interest of the parties hereto, and shall be construed to be a benefit and burden upon the Property. Accordingly, this Agreement shall be recorded upon its execution with Lane County Deeds and Records.

4. Enforcement. Execution of this Agreement is a precondition to City's approval of connection of Property to City services. Accordingly, the City retains all rights for enforcement of this Agreement. Further, failure by any party having an interest in Property to adhere to the terms of this Agreement entitles City to discontinue said services.
5. Mutual Cooperation. City and Owner shall endeavor to mutually cooperate with each other in implementing the various matters contained herein.
6. Waiver of Right of Remonstrance. Owner agrees to sign any and all waivers, petitions, consents and all other documents necessary to obtain the public facilities and services described herein as needed by and benefiting Property, under any Local Improvement Act or proceeding of the State of Oregon, Lane County or the City of Junction City (see, JCMC 12.25) and hereby waives all rights to file a written remonstrance against these improvements. Owner does not waive the right to protest the amount or manner of spreading the assessment thereof, if the assessment appears to Owner to be inequitable or operate unfairly upon the Property, nor Owner's right to comment upon any proposed local improvement district or any related matters orally or in writing.
7. Dolan Waiver. Owner knows and understands its rights under *Dolan v. City of Tigard*, U.S. 374 (1994). By entering into this Extraterritorial Connection Agreement, Owner hereby waives any requirement that the City demonstrate that any dedication of right-of-way, public utility easements, and other public improvements required herein are roughly proportional to the impacts of Owner's requested connection. Owner further waives any cause of action it may have pursuant to *Dolan v. City of Tigard, supra*, and its progeny arising out of the requirements of this Agreement.
8. Waiver of Measure 49 Rights and Remedies. As inducement to the City to proceed with any subsequent annexation and associated zoning, which may include designation of Property as subject to overlay zones and districts, Owner, on behalf of Owner, Owner's heirs, devisees, executors, administrators, successors and assigns, agrees and covenants to the City of Junction City, its officers, agents, employees and assigns that the undersigned hereby remises, waives, releases, and forever discharges, and agrees that Owner shall be estopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not limited to Ballot Measure 49 (2007), or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver of City land use regulations that exist upon the effective date of the annexation or rezone and which, upon City approval, would be applicable to Property.
9. Land Use. Nothing in this Agreement shall be construed as waiving any requirements of the Junction City land division, development or zoning regulations, comprehensive plan, development standards, or municipal code, which may be

applicable to the use and development of Property. Nothing herein shall be construed as City providing or agreeing to provide approval of any building, land use, or other development application submitted by the Owner.

- 10. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, Owner agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
- 11. Severability. The validity, meaning, enforceability, and effect of the Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.

IN WITNESS WHEREOF, the Owner and City have executed this Agreement as of the _____ day of _____, 20__.

CITY:

CITY OF JUNCTION CITY

By: _____ Date: _____
 Printed Name: _____
 Title: _____

STATE OF OREGON)
 : ss.
 County of Lane)

Personally appeared the above named _____, Mayor for the City of Junction City, who acknowledged the foregoing instrument to be [his/her] voluntary act before me this _____ day of _____, 20__.

Notary Public for Oregon

OWNER:

Owner's Printed Name: _____

Date: _____

Owner's Printed Name: _____

Date: _____

STATE OF OREGON)
 : ss.
County of Lane)

Personally appeared the above named _____
_____, Owner(s), who acknowledged the foregoing instrument to be
[his/her/their] voluntary act before me this _____ day of _____, 20
_____.

Notary Public for Oregon

After recording return to:

City of Junction City
P.O. Box 250
Junction City, OR 97448

**IRREVOCABLE PETITION FOR PUBLIC IMPROVEMENTS AND
WAIVER OF REMONSTRANCE**

Assessor's Map _____, Tax Lot _____

PETITIONER IS THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY located in the City of Junction City (City) and hereinafter referred to as Benefitted Property or Property:

[INSERT LEGAL DESCRIPTION]

On _____, 20____, the City of Junction City approved a utility service connection application for Property. Upon any additional Property development or division occurring after Property is annexed to City, Petitioner irrevocably petitions the City to initiate local improvements on _____ to benefit the above-described Property as follows:

- Install streets to standard City street specifications
- Install storm drainage, curbs, gutters and sidewalks to City standards
- Install bike lanes
- Install sanitary sewers to City standards
- Install water mains to City standards
- Install street lights to City standards
- Install all other required utilities including electricity, telephone, and cable

It is understood and agreed by Petitioner that:

1. The cost of the improvements shall be borne by the Benefitted Property in accordance with state law, the Charter of the City, and its municipal code.
2. The City, in its sole discretion, may initiate the construction of all or part of the local improvements requested or may join all or part of Property with other property when creating a local improvement assessment district.
3. The improvements contemplated by this petition touch and concern Property and are not just personal to Petitioner. The rights and obligations of this petition shall run with the land and shall be binding upon Petitioner and Petitioner's assigns and successors in interest.

This petition shall be recorded by Petitioner in the Deed Records of Lane County, Oregon. This petition shall not be deemed finally accepted by the City until a copy of the recorded petition with its recording information is returned to the City.

4. Petitioner declares that the public improvements herein sought will directly benefit Property and will directly benefit the City through improvements to the public way and utilities serving Property and other properties in the vicinity.
5. Petitioner agrees not to challenge or remonstrate against the formation of a local improvement assessment district by the City, and, in any proceedings to establish such a district, Petitioner will acknowledge this petition if requested to do so.
6. This petition is irrevocable and will remain in full force and effect in perpetuity from the date of the petition.
7. If the City is required to file any action in any court of competent jurisdiction to enforce this petition or to prohibit the violation of any of the covenants contained herein, the prevailing party shall be entitled to recover reasonable attorney fees and costs and disbursements of litigation at trial or on appeal.
8. In construing this petition, singular words include the plural.

DATED this _____ day of _____, 20__.

PETITIONER: _____

an Oregon Corporation

By: _____

STATE OF OREGON)
) ss.
County of Lane)

On this _____ day of _____, 20__, personally appeared the above-named _____, [Title, i.e., President], [Title] of the _____, an Oregon Corporation, and acknowledged the foregoing instrument to his voluntary act and deed.

NOTARY PUBLIC for Oregon
My Commission Expires: _____

**ACCEPTANCE OF
IRREVOCABLE PETITION FOR PUBLIC IMPROVEMENTS AND
WAIVER OF REMONSTRANCE**

Assessor's Map _____, Tax Lot _____

The City of Junction City, Oregon, does hereby accept the Irrevocable Petition for Public Improvements and Waiver of Remonstrance of certain local improvements benefitting Property, as described in the attached Petition this _____ day of _____, 20____.

Kevin Watson, City Administrator

STATE OF OREGON)
) ss.
County of Lane)

On this _____ day of _____, 2010 this instrument was acknowledged before me by Kevin Watson as City Administrator of the City of Junction City.

NOTARY PUBLIC for Oregon
My Commission Expires: _____