After Recording Return To:
City of Creswell
PO Box 276
Creswell, OR 97426

Send Tax Statement To:
_____
_____
_____

AGREEMENT
FOR
PAYMENT OF LAND USE APPLICATION FEES

CITY OF CRESWELL ("City")

_____ ("Developer")

RECITALS

1. Developer has submitted a Land Use Application for _____, ("Application") pertaining to real property located at _____, within the City of Creswell, Lane County, Oregon, and as more particularly described in the legal description attached as Exhibit A.

2. The parties acknowledge that Developer has paid the minimum base fee established in Resolution No. 2010-04 and its subsequent amendments as part of Application.

3. Developer acknowledges that payment of the minimum base fee may not cover the City's costs associated with processing the Application.

4. Developer also acknowledges that City will not deem the Application complete without Developer executing and filing this Agreement with City.

AGREEMENT

Based upon the above recitals, the parties agree as follows:

Section 1. Payment. In consideration of the City requiring only a minimum base fee in order to begin processing Developer's application, Developer agrees to pay all City costs associated with processing Application, over the minimum base fee, on a monthly basis. Said costs shall include City's planning, public works, engineering, administration, legal and any other services provided in processing Application, at those respective rates at the time the work is undertaken.

Section 2. Recordation. The covenants and restrictions contained herein touch and concern, and relate to the use of property described on Exhibit A, and are intended by the parties to run with the land, until revoked as provided herein. Applicant 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 the real property, described herein, of the terms and conditions of this Agreement.

Section 3. 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 4. Remedies. Failure to pay City costs over the minimum base fee, as charged monthly by the City, shall result in City pursuing any and all legal remedies available, including but not limited to liening Property in the amounts owed; prosecution for violation of Resolution No. 2010-04 and City land development ordinance; issuance of stop work order and/or non-issuance of building permits for Property; and/or turning amounts owed over to a collection agency.

Section 5. 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 recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the prevailing party's costs and disbursements. Further, if it becomes necessary for the City to contract for the services of an attorney to enforce any provision of this Agreement without initiating litigation, the Developer agrees to pay City's attorney fees so incurred.

CITY OF CRESWELL: _____:

By:_____ By:_____
Date:_____ Date:_____

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on this _____ day of _____, 20___, by _____, an authorized representative for _____.

_____
Notary Public for Oregon
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on this _____ day of _____, 20___, by _____, an authorized representative for CITY OF CRESWELL.

_____
Notary Public for Oregon
My Commission Expires:_____