

After Signing Return To:

City of Independence

PO Box 7

Independence, OR 97351

Send Statement To:

**AGREEMENT FOR
PAYMENT OF LAND USE APPLICATION FEES**

CITY OF INDEPENDENCE

("City")

("Developer")

RECITALS

1. Developer has submitted a Land Use Application for _____, ("Application") pertaining to real property located at _____, within the City of Independence, Polk County, Oregon, and as more particularly described in the legal description attached as Exhibit A (Property).
2. The parties acknowledge that Developer has paid the base fee and costs as established in the latest Fee Schedule adopted by the City of Independence as part of Developer's Application.
3. The Developer acknowledges that the payment of the base fee may not cover the City's costs associated with processing the Application, and additional fees may be incurred. The Developer further agrees to pay these additional fees in the manner specified within this Agreement.

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 the Developer's application, the Developer agrees to pay all City costs associated with processing the Application, including technical and legal review and public notice costs, over the base fee amount, on a monthly basis. Said costs shall include but not be limited City's planning, public works, engineering, administration, legal, wetland specialists, geologists, biologists, arborists, and any other services provided in processing the Application, at the rate(s) charged to the City.

Section 2. 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 3. Remedies.

Failure to pay City costs over the base fee amounts, as charged monthly by the City, shall result in the City pursuing any and all legal remedies available, including but not limited to placing a lien on the Property in the amount owed; prosecution for a violation of the adopted Fee Schedule, City Zoning Code, and Subdivision Regulations; issuance of a stop work order and/or non-issuance of building permits for Property; and turning the amount owed over to a collection agency.

Section 4. Arbitration.

If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this Agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Polk County Circuit Court, upon the request of either party submitted in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

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 shall hereby agree 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 the Agreement without initiating litigation, the Developer agrees to pay City's attorney fees so incurred.

CITY OF INDEPENDENCE:

DEVELOPER:

By:_____

By:_____

Date:_____

Date:_____

STATE OF OREGON)
) ss.
County of Polk)

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

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Polk)

This instrument was acknowledged before me on this _____ day of _____,
20____, by _____.

Notary Public for Oregon