

After Recording Return to:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601

2020-016475

Klamath County, Oregon



12/17/2020 02:18:31 PM

Fee: \$82.00

LOCAL IMPROVEMENT CONTRACT
City of Klamath Falls, Oregon

This Agreement is entered into this 17th day of December, 2020, by and between the City of Klamath Falls (City) and Kevin Conway and Cheri Conway, Trustees of the Conway Family Trust (Owners).

WHEREAS, Owner is the legal owner of the following described real property:

Map and Tax Lot Number: R-3809-028DC-07300-000

Legal Description: DIXON ADDITION BLK 10 LOT POR 4 THRU 6 VAC GIBBS ST ADJ

Property Address: 179 Old Fort Road, Klamath Falls, OR 97601

WHEREAS, Owner desires to develop the Property, which will contribute to the need for, as well as benefit from, the following improvements: Full street frontage improvements along the described real property meeting City standards at the time of their construction;

WHEREAS, a condition of the Owner's land use approval from City for the development of the Property 25-RN-20 is Owner's agreement to participate in the cost of said future improvements; and

NOW THEREFORE, in consideration of the foregoing recitals and the conditions and obligations set forth herein:

THE PARTIES HERETO AGREE AS FOLLOWS:

1. City agrees not to require Owner to improve the right-of-way at this time. In the event and at such time as the City initiates the formation of a Local Improvement District (LID) for the funding and construction of the improvements designated above, Owner hereby waives any and all right to remonstrate against formation of a Local Improvement District (LID) by the City for the purpose of constructing right-of-way improvements along the described real property and assessing the proportionate cost to benefited properties pursuant to the City's right-of-way improvement regulations in effect at the time of such improvement.
The phrase "right to remonstrate against the formation of an LID" refers solely to a property owner's right under the City Charter Section 38 to be counted as part of an extraordinary majority of property owners that can, in certain circumstances, suspend proceedings on formation of an LID for six months. The waiver of this right does not limit or otherwise restrict the ability of a property owner bound by this covenant to appear at any of the required public hearings and testify regarding formation of the LID, whether the boundaries include all benefited property, the equity of the assessment formula, the scope and nature of the project or of the final assessment, or any other issue regarding the LID.
2. City agrees that a LID assessment levied against Owner's Property shall not exceed the benefit conferred upon the Property.
3. In the event that a suit or action is instituted to enforce the terms of this covenant, the prevailing party shall be entitled to recover reasonable attorney's fees and all other fees, costs and expenses incurred in connection with the suit or action, including any appeals, in addition to all other amounts allowed by law.
4. This agreement shall run with the property and shall be binding upon and inure to Owner and Owner's successors in interest to the Property.

By:

City Manager

Date

Property Owner

Date

Property Owner

Date

STATE OF OREGON)

County of Klamath) ss.

This instrument was acknowledged before me this 17th day of December, 2020, and signed by Nathan Cherpeski (City Manager).

NOTARY for the State of Oregon

Angela Hartz

Signature of Notary

Commission Expires: 9-9-23



STATE OF OREGON)

County of Klamath) ss.

This instrument was acknowledged before me this 17th day of December, 2020, and signed by Kevin and Cheri Conway (Property Owners).

NOTARY for the State of Oregon

Angela Hartz

Signature of Notary

Commission Expires: 9-9-23

