

2021-008503

Klamath County, Oregon

After Recording Return to:

City Recorder
500 Klamath Avenue
Klamath Falls, OR 97601



00281061202100085030010012

05/27/2021 03:42:57 PM

Fee: \$82.00

LOCAL IMPROVEMENT CONTRACT

City of Klamath Falls, Oregon

This Agreement is entered into this 27th day of May 2021, by and between the City of Klamath Falls (City) and James R. and Susan W. Marchessault (collectively referred to as Owner).

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

Map and Tax Lot Number: **R-3808-025DA-02000-000/Lot 1, Lakeshore Gardens**

Property Address: **756 Lakeshore Drive**

WHEREAS, Owner desires to develop the Property listed above which does not abut, a right-of-way (ROW) meeting City frontage improvement standards;

WHEREAS, development of the Property with a single family residence will contribute to the need for and benefit from the following ROW improvements: construction of curbs, gutters, sidewalks, storm drains and all other improvements necessary to bring the abutting ROW into compliance with applicable City street standards;

WHEREAS, a condition of Owner's land use approval from City for the development of the Property through issuance of Residential Review 11-RN-21 is Owner's agreement to waive the right to remonstrate against the formation of a Local Improvement District (LID) for the future construction of said ROW 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 ROW abutting the Property to City standards at this time. In the event and at such time as the City initiates the formation of a LID for the funding and construction of the improvements designated above, Owner hereby waives any and all right to remonstrate against the formation of a LID by the City for the purpose of improving Map and Tax Lot Number: R-3808-025DA-02000-000/Lot 1, Lakeshore Gardens frontage and assessing the proportionate cost to benefited properties pursuant to the City's ROW improvement standards 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)

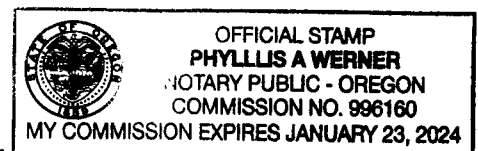
County of Klamath) ss.

This instrument was acknowledged before me this 27th day of May, 2021, and signed by Nathan Cherpeski (City Manager).

(Stamp on bottom of Page)
NOTARY for the State of Oregon

Signature of Notary

Commission Expires: 6-5-2021



STATE OF OREGON)
County of Klamath) ss.

This instrument was acknowledged before me this 27th day of May, 2021, and signed by **James R. and Susan Marchessault (Property Owner)**.

NOTARY for the State of OREGON

Signature of Notary

Commission Expires: 1/23/24

