

RESOLUTION NO. 3641

BE IT RESOLVED BY THE ALBANY CITY COUNCIL that it does hereby accept the following petition & waiver:

Grantor

City of Albany

Purpose

Future street improvements including curb, gutter, sidewalk, and storm drainage, and the future construction of a public water line.

DATED this 8th day of May 1996.



Mayor

ATTEST:



City Recorder



PETITION FOR IMPROVEMENTS AND WAIVER OF REMONSTRANCE AGREEMENT

THIS PETITION FOR IMPROVEMENTS AND WAIVER OF REMONSTRANCE AGREEMENT, is entered into this 15th day of May, 1996, by and between the CITY OF ALBANY, OREGON, hereinafter referred to as "City," and the following listed owners or agents of record, hereinafter referred to collectively as "Owners," of the property described below:

Gary Holliday dba City of Albany
P.O. Box 490
Albany, OR 97321

Assessor's Map No.: 10-3W-33DC
Tax Lot No.: 1900
Property Address: 3437 Adah Avenue NE, 3456 and 3470 Eleanor Avenue NE

WITNESSETH:

WHEREAS, the above-listed persons are the owners or agents of record of the real property/record title described as follows (Provide full legal description or recorded deed reference, attach separate exhibit if necessary):
Deed Reference No.: Linn County Deed Reference Volume 445, Page 140.

WHEREAS, said property is not now served in whole or in part by the following services constructed to current City standards (Check each one that applies or describe in more detail below):

- Sanitary Sewer
- Storm Drainage
- Curb and Gutter
- Streets
- Sidewalks
- Water
- Other:

The future street improvements including storm drainage, curb, gutter, and sidewalk, and the future construction of a public water line are needed along Eleanor and Adah Avenues.

WHEREAS, future actions by the City to cause installation of such improvements as listed will confer a benefit upon the owners, their heirs, successors, and assigns; and

WHEREAS, the owners desire of the City certain development permits authorizing certain uses and/or improvements to the above-referenced property which permits are of recognized financial value to the owners.

WHEREAS, the owners agree to abide by the conditions of their development permit and do hereby petition for such improvements and further waive their right to remonstrate against such improvements;

WHEREAS, by this Petition the City desires to bind the undersigned to consent to the construction of the improvements when and if the City determines that they are necessary. It is not the intent of this Petition to preclude the undersigned from questioning or challenging the methods or calculations that the City uses to apportion the benefit and/or assessments which result from the improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

The owners hereby petition for and waive remonstrance against the construction of, and/or formation of, future public improvement districts for improvements of the type checked above affecting the property listed above.

The improvement hereby authorized shall be constructed to the standards prevailing in the City at the time said improvement is initiated or such lesser construction standard as the City may propose.

The completion of any improvement petitioned for by this agreement shall satisfy the terms of this agreement for said improvement and any subsequent reconstruction, oversizing, or repairs of said improvement shall not be authorized by this agreement.

Upon completion of any improvement authorized by this agreement, the City may, or upon demand of the owners shall, prepare and record a document evidencing completion of said improvement in satisfaction of that portion of this agreement.

By executing this Petition, the undersigned DO NOT waive their right to challenge the apportionment of benefit and/or

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assessment for any improvement made based upon this Petition.

This agreement shall become null and void upon the expiration of twenty (20) years from the date hereof or upon the completion of all subject improvements, whichever occurs first.

This agreement is binding upon the undersigned (owners), their heirs, successors, and assigns.

Notwithstanding the foregoing, it is agreed that the following special conditions or limitations apply to this agreement:

None.

Signed: [Signature]
Gary Holliday

(Authorized Owners or Agents)

STATE OF OREGON)
County of Linn) ss.
City of Albany)

The foregoing instrument was acknowledged by Gary Holliday, City Recorder, of The City of Albany, on behalf of the municipal corporation. Before me this 15th day of May, 1996



Diane Marie Wood
Notary Public for Oregon
My Commission Expires: 6-23-99

CITY OF ALBANY, OREGON
ACCEPTED BY: [Signature]
Title: City Manager

STATE OF OREGON)
County of Linn) ss.
City of Albany)

Personally appeared Steve Bryant, City Manager, and acknowledged acceptance of the foregoing instrument on behalf of the City of Albany. Before me this 15th day of May, 1996

Diane Marie Wood
Notary Public for Oregon
My Commission Expires: 6-23-99



STATE OF OREGON
County of Linn
I hereby certify that the attached was received and duly recorded by me in Linn County records.
STEVE DRUCKENMILLER
Linn County Clerk MF 804
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