



CITY OF INDEPENDENCE
 Community Development Department
 555 South Main Street
 Independence, OR 97351
 503.838.1212

File No. _____
 Date Rec'd/Rec. # _____
 APPLICATION FEE: \$ _____
 NOTICE FEE: \$ **60.00**
 CERTIFIED LIST/LABELS (OPT.): \$ _____
 TOTAL: \$ _____

APPLICATION FOR TYPE I/II LAND USE ACTION

Applicant Name: _____
 Address: _____
 Phone: _____

If the Applicant is not the owner of record of the subject property, written authorization from the owner to act as his/her agent must be provided.

SUBJECT PROPERTY DESCRIPTION: _____
 Assessor's Map No. _____ Tax Lot _____
 Street Address _____

PROPERTY OWNER OF RECORD: Name: _____
 Address: _____
 Business / Cell Phone: _____ / _____

APPLICATION FOR:

Type I Action:	Fee: (+\$60 Notice Fee)	Type II Action:	Fee: (+\$60 Notice Fee)
Land Use Actions*:		Land Use Actions*:	
<input type="checkbox"/> Administrative Variance	\$500*	<input type="checkbox"/> Variance	\$500*
<input type="checkbox"/> Lot Line Adjustment	\$250	<input type="checkbox"/> Conditional Use	\$500*
<input type="checkbox"/> Minor Partition	\$250/lot*	<input type="checkbox"/> Major Partition	\$1,500, plus \$150/lot*
<input type="checkbox"/> Site Design Review	\$500*	<input type="checkbox"/> Subdivision	
		- Tentative S/D Appl. Fee	\$1,500, plus \$150/lot*
Other Actions:		- Inspection Fee, per	4% of an approved, stamped
<input type="checkbox"/> Floodplain Permit	\$200	IDC 90.60.075 (L)(1)	engineer's cost estimate
<input type="checkbox"/> Home Occupation	\$500	<input type="checkbox"/> Manufactured Home	
<input type="checkbox"/> Misc. Permits:		Dwelling Park	\$1,500, + \$150/dwelling unit*
<input type="checkbox"/> Multiple Dog Permit (Res.)	\$30	<input type="checkbox"/> Planned Unit Development	\$1,500, + \$150/dwelling unit*
<input type="checkbox"/> Dog Kennel (Commercial)	\$125		

*All land use application fees are a base fee amount to be paid to the City. An Agreement for Payment of Land Use Application Fees in the form attached hereto, must be executed by the property owner and submitted to the City with the application Base Fee, as a component of the City's required application fees. The Agreement shall be recorded against the subject property and run with the land. If the City's costs for processing an application exceed the Base Fee, the full cost due and payable will be the City's actual cost, including but not limited to hourly rates for planning, public works, engineering, City administration, legal, wetland and other consultants.

NOTE: ALL FEES ARE NON-REFUNDABLE

Action Requested: *(use additional sheets as needed)*

Attachments (Required): A. Plot plan of subject property - show scale, north arrow, location of all existing and proposed structures, road access to property, names of owners of each property, etc. Plot plans can be submitted on tax assessor's maps, which can be obtained from the Assessor's office in the Polk County Courthouse, Dallas, OR.

B. Legal description of the property as it appears on the deed (metes and bounds). This can be obtained at the Polk County Clerk's office in the Courthouse.

C. A certified list of names and addresses of each owner of all properties within 250' of the subject property. 2 sets of mailing labels for each property owner must also be provided. For an additional \$25, the city will provide the list and labels. **CHECK HERE FOR THIS OPTION** and include \$25 to the total due with your application.

D. Agreement for Payment of Land Use Application Fees (notarized).

THE APPLICANT(S) SHALL CERTIFY THAT:

A. The above request does not violate any deed restrictions that may be attached to or imposed upon the subject property.

B. If the application is granted, the Applicant will exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.

C. All the above statements and the statements in the plot plan, attachments and exhibits transmitted herewith are true. The applicant(s) so acknowledge that any permit issued on this application may be revoked if it be found that any such statements are false.

DATED this _____ day of _____, 20_____.

SIGNATURE(S) OF EACH OWNER:

(Husband **and** Wife) or contract purchaser.

NAME: _____ PROPERTY ADDRESS: _____

After Recording Return To:
City of Independence
P.O. Box 7
Independence, OR 97351

Send Tax 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 Resolution No. 13-1348 as part of Developer’s Application.
3. Developer acknowledges that payment of the 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, including technical and legal review and public notice costs, over the base fee amount, on a monthly basis. Said costs shall include but are not limited to City's planning, public works, engineering, administration, legal, wetland specialists, geologists, biologists, arborist, and any other services provided in processing Application, at the rate(s) charged to the City.
- Section 2. Recordation. The covenants and restrictions contained herein touch and concern, and relate to the use of Property, 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 Polk County, Oregon, to serve as notice to any future owners or occupants of Property 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 base fee amounts, 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. 10-1292, City Zoning Code, and Subdivision Regulations; issuance of a stop work order, and/or non-issuance of building permits for Property; and turning amounts owed over to a collection agency.
- Section 5. 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 6. 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 INDEPENDENCE:

DEVELOPER:

By: _____
Date: _____

By: _____
Date: _____

STATE OF OREGON)
) ss.
County of Polk)

This instrument was acknowledged before me on this _____ day of _____, 201__, 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 _____, 201__, by _____.

Notary Public for Oregon