

# SERVICE AND ANNEXATION AGREEMENT

**PARTIES:** The City of Grants Pass, Oregon, hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Owner"

**WHEREAS:**

- A. Owner is the owner of real property, (hereinafter referred to as Property) more particularly described as Address \_\_\_\_\_,  
Assessor's Map & Tax Lot Number \_\_\_\_\_,  
\_\_\_\_\_ a legal description of which is marked as Exhibit "A" and a map showing the location of the Property which is marked as Exhibit "B", both of which are attached and incorporated herein;
- B. Owner has made application to the City to receive City water or sewer service (not solely Redwood Sanitary Sewer Service District service), which makes it subject to City Ordinances and requires payment of City fees. The application was reviewed and approved by the City, subject to Owner agreeing to the terms and conditions contained herein;

**NOW, THEREFORE,** based on the above, the Parties agree to the following terms and conditions:

- 1. TERM OF AGREEMENT.** This agreement shall be effective from the date of execution by all Parties and is binding until such time as the property is annexed to the City. After annexation, all conditions relative to payment for water service shall remain in full force and effect except that payment of property taxes shall displace the separate requirement for payment of Public Safety Service Fees.
- 2. SUPPLY OF CITY SERVICES.** If the Property is not within the City limits, upon application for connection to the City's water system or sewer system, or to the Harbeck Fruitdale Service District (operated by the City), the City shall provide Owner with said water or sewer service and with Public Safety Services per the conditions set forth herein.
- 3. PUBLIC SAFETY SERVICE.** The City will provide the Property with Public Safety Services, including personnel and equipment, when required for the protection and safety of the real Property and occupants thereon, to the same degree that Public Safety Services are afforded properties located within the City limits, with the understanding that the City may contract for the fire protection services with Rural Metro Fire Service or an equivalent.
- 4. TRANSPORTATION UTILITY FEE, TRANSPORTATION SDC, AND PARKS SDC.** From and after the date this agreement is signed by both Parties, Owner shall pay the monthly Transportation Utility Fee calculated in the same manner as City properties. Owner shall also pay Transportation System Development Charges and Parks System Development Charges as if the Property was located in the City.
- 5. CITY CODES AND ORDINANCES.** From and after the date this agreement is executed by all Parties, the Property and all structures or improvements hereafter in or thereupon shall be subject to and shall comply with all City Codes and Ordinances including but not limited to the City Building, Development, and Utility standards and procedures.

6. **COMPUTING PUBLIC SAFETY SERVICE FEES.** Each year the Owner shall pay the City an amount equivalent to the current tax rate then in effect for the City of Grants Pass, multiplied by the current M50 assessed value of the Property (including land and improvements). Such Public Safety Service Fees will vary from fiscal year to fiscal year depending on the then current tax rate and the then current M50 assessed value. The Parties agree and understand, Owner's assessed valuation for the Property will also be adjusted from time to time by the Josephine County Assessor's Office as real property values fluctuate and improvements are constructed. These factors will usually result in higher Service Fees payable by the Owner.

**EXAMPLE:** If the Property (including land and buildings) is valued by the assessor at \$120,000 and the then current tax rate of the City for City residents is \$6.13 per \$1,000 of value (including bonded indebtedness), the Fee would be  $6.13 \times 120 = \$735.60$  per year = \$61.30 per month.

7. **TIME FOR PAYMENT OF SERVICE FEES.** Owner will be billed annually, with a discount for full annual payment paid in advance within 30 days of the date of billing or may pay the Public Safety Service Fees in twelve monthly payments beginning from the effective date of this agreement. Owner shall also pay any service fees or charges for water or sewer as said fees or charges become due and shall also pay applicable System Development Charges and payments on bonded indebtedness as if the Property was annexed to and made a part of the City.

8. **INITIAL CALCULATION OF VALUE IN LIEU OF ASSESSOR RECORDS.** Notwithstanding any condition to the contrary:

- A. The initial value of residential land shall be not less than \$8 per square foot and residential buildings at not less than \$95 per square foot.
- B. The initial value of commercial land shall be not less than \$8 per square foot and commercial buildings at not less than \$75 per square foot.
- C. The initial value of industrial land shall be not less than \$5 per square foot and industrial buildings at not less than \$50 per square foot.

These values may change annually based on the updating of the County Assessor's rate books.

9. **EXAMINATIONS AND INSPECTIONS.** Owner grants City and any of its authorized representatives the right to go upon the Property at all reasonable times to make such examinations and inspections as are reasonably necessary in City's opinion to inspect connections to the City sewer, water, and storm drain facilities and determine that regulations relative to utility services are being complied with by the Owner or occupant. City shall make reasonable efforts to contact the Owner or a representative prior to entrance of any building unless such a delay would represent a threat to the public health or safety.

10. **ANNEXATION.** If the Property is not currently annexed to the City, Owner hereby requests and grants continuing, irrevocable consent to annexation of the Property to the City and acknowledges same is a continuing petition to the City for annexation. Pursuant to an intergovernmental agreement with Josephine County, the City will usually pursue annexation within one year of this agreement to annex.

11. **WAIVER.** Owner hereby waives all rights under ORS 222.173, which limits the duration of the annexation agreement to one year. Owner intends for this agreement to be in effect until the Property is annexed. Owner's consent and waiver are continuing and are binding on the heirs, executors, administrators, personal representatives, successors and assigns of the Owner, including but not limited to lessors, lessees, renters and any other occupants of the Property. See also Addendum, "A" which is attached to and incorporated herein.

12. **DENIAL OF ANNEXATION - TERMINATION OF WATER AND SEWER SERVICE AND PUBLIC SAFETY SERVICES.** If at anytime the City is denied the ability to annex by the actions of the Owner or occupant, or the Owner or occupant fails or refuses to pay the required Public Safety Service Fees or direct fees or charges for water or sewer service, then it is understood and agreed, the City has the right, authority, and permission to terminate the water and sewer service and Public Safety Services to the Property upon 30 days prior notice posted on the Property. The termination of water and sewer service and Public Safety Services to the Property shall not affect the other provisions of this agreement (including continual consent to annexation), which shall remain in full force and effect, and shall not affect the City's right to collect delinquent fees and charges.
13. **BINDING AFFECT OF AGREEMENT.** This agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of Owner, including but not limited to lessors, lessees, renters and any other occupants of the Property. If there is more than one owner, each owner is jointly and severally bound hereby. Owner shall assist City in the enforcement of any and all of the conditions of this agreement upon persons bound hereby. **Owner agrees to provide renters, lessees, and other long term occupants of the Property with a copy of this agreement to insure said occupants have a full understanding of the termination of water, sewer, and public safety services noted in Section 12 upon failure to pay (whether by Owner or occupant) as required by this agreement. Failure to notify does not affect the City's rights to terminate service.**
14. **ENFORCEABILITY.** If any of the provisions contained in this agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired.

IN WITNESS WHEREOF, the Parties hereto, on the dates indicated, set their hands by and through their duly authorized agents and affirm the responsibilities and covenants contained herein

OWNER (S): \_\_\_\_\_

STATE OF OREGON        )  
 County of Josephine    ) ss.  
 This Service and Annexation Agreement Was Signed Before Me on  
 The \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
 by \_\_\_\_\_ And \_\_\_\_\_  
 And Was Acknowledged as Their Voluntary Act and Deed.  
 IN WITNESS WHEREOF, I set my hand and seal hereto  
 on this same date.  
 Notary Public for Oregon: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

CITY OF GRANTS PASS by Michael A. Black, Community Development Director

\_\_\_\_\_ Date \_\_\_\_\_

Attest: Jay Meredith, Finance Director

\_\_\_\_\_ Date \_\_\_\_\_

Copies: City Manager, Public Safety Director, Community Development Director, Utilities Director, Administrative Services Director, County Clerk, County Commissioners, Property File

**ADDENDUM "A"**  
**\* WAIVER OF ANNEXATION LIMITATION \***  
**RE: SERVICE AND ANNEXATION AGREEMENT**

The below listed person(s) or corporation(s) owns Property which is the subject of a Service and Annexation which agreement contains a consent and request for annexation. Owner hereby waives ORS 222.173, which limits the duration of the annexation agreement to one year. The intent of this waiver is that the agreement to annex is to be in effect until the Property is officially annexed. Owner's consent and waiver are continuing and are binding on the heirs, executors, administrators, personal representatives, successors and assigns of the Owner, including but not limited to lessors, lessees, renters and any other occupants of the Property. Owner understands the City generally desires to annex property within one year of signing an annexation agreement, but also understands annexation may be delayed based on applicable elections and upon determinations that the annexation should be delayed. Owner does not object to any such delay.

WE THE UNDERSIGNED have read and agree to the terms contained in this Waiver.

**OWNER (S):**

(PRINT NAME)	(SIGNATURE)
(PRINT NAME)	(SIGNATURE)

STATE OF OREGON )  
 County of Josephine ) ss.

This Addendum "A" Was Signed Before Me on  
 The \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
 by \_\_\_\_\_ And \_\_\_\_\_  
 And Was Acknowledged as Their Voluntary Act and Deed.  
 IN WITNESS WHEREOF, I set my hand and seal hereto  
 on this same date.

Notary Public for Oregon: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**WAIVER ACKNOWLEDGED AND ACCEPTED  
 ON BEHALF OF THE CITY OF GRANTS PASS**

**BY Michael A. Black, Community Development Director**

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