

25-  
ORIGINAL

WATER AND SEWER SERVICE AGREEMENT

95-00206

362 - 1835

The CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and Larry and Gail Havniar, hereinafter referred to as "USER" agree as follows:

GENERAL CONDITIONS

1. USER has received, read and understands City's Water and Sewer policies which are attached to this agreement. The terms used in this agreement have the meanings assigned to them by City's policies unless specifically provided otherwise in this agreement.

1.1 USER desires sewer and water service to USER's property described on Exhibit "A" which is attached hereto and made part of this agreement.

1.2 USER understands that USER'S service is conditioned upon consenting to sign an annexation consent agreement, if USER'S property is outside of the City limits. USER hereby consents to the annexation of USER'S property when annexation shall be deemed appropriate by the City. USER shall also provide City with a separate consent on a form prepared by City.

1.3 The USER and City intend that this agreement shall constitute a covenant running with the land, binding on the USER and the USER'S heirs, successors, or assigns.

1.4 USER agrees to pay applicable sewer and water general benefit fees in accordance with City policies.

PROVISION OF WATER AND SEWER SERVICES

2. Services shall be supplied only through facilities constructed and installed to City Standards and Specifications and owned by City. All facilities except USER'S service connection lines shall be installed within public right of ways or City easements. Easements shall be granted to City free and clear of all liens and encumbrances.

2.1 USER shall not connect to CITY'S facilities until City accepts facilities installed by USER in writing.

2.2 USER shall promptly pay all charges for City sewer and water services when due. Charges shall be as prescribed by the appropriate schedule and may be changed from time to time.

2.3 No other use of CITY services or CITY facilities shall be permitted without express written consent of the CITY.

2.4 USER shall comply with all applicable governmental laws, rules and regulations including but not limited to CITY ordinances, resolutions and the provisions of City sewer and water policies as they now exist and as they may be changed from time to time. Any failure to comply with all terms and conditions of this agreement shall entitle CITY to terminate water and sewer services at CITY'S sole discretion.

2.5 If USER'S property is outside the City and USER receives City water and/or sewer service, USER'S service may be terminated at anytime after three month's written notice.

2.6 USER agrees to perform all work necessary to install on USER'S property at a City approved location a backflow prevention device approved by the Oregon State Health Division and the City of Bend Standards and Specifications if required. This device must pass inspection by a certified backflow prevention inspector. USER agrees to have test cocks installed on this device as shown in the specifications. USER also agrees to comply with the annual requirement for checking the backflow protection valves at USER'S expense.

Not required     Double check type     Reduced pressure type

### EXTENSION OF WATER AND/OR SEWER FACILITIES

3. USER shall comply with the following conditions if service to USER'S property requires extension of sewer or water facilities.

3.1 USER agrees to perform all work necessary for the construction of the water and sewer facility as shown on Exhibit "B" at USER'S sole expense and in accordance with the City's Standards and Specifications, within one year unless extended by City in writing. USER agrees to perform all work necessary to install water service lines with meters and housings if required. Said installations to be completed in accordance with Exhibit "B" and City Standards and Specifications. The meter, to be installed by contractor, must be stamped and registered by CITY Public Works department prior to installation.

3.2 The person, firm or corporation performing the work shall have construction liability coverage. Coverage shall be in the amount of a one million dollar combined single limit for bodily injury liability and property damage. USER shall hold City harmless and indemnify City from any liability of any kind in connection with activities resulting from this agreement.

3.3 USER agrees to submit to the City a statement of all costs incurred on the project upon completion of the project.

3.4 City will charge appropriate fees for services rendered to USER.

3.5 USER agrees to obtain Oregon State Highway, City or County street cut permit prior to any construction in right of ways.

3.6 When required by CITY, USER agrees to deliver to CITY "AS BUILT" reproducible drawings of the completed work, signed by an Oregon professional engineer prior to acceptance of the work by CITY.

3.7 The total amount due and payable upon signing this agreement is listed on Exhibit "C".

DATED this 1st day of December, 1994

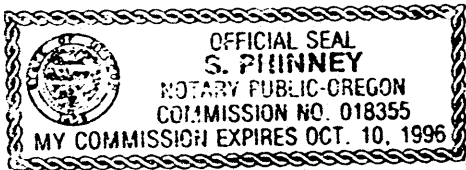
ORIGINAL  
362 - 1837

USER

BY: [Signature]  
Larry Havinear  
Havinear

STATE OF OREGON )  
 )ss  
County of Deschutes )

This instrument was acknowledged before me [Signature]  
by Larry Havinear

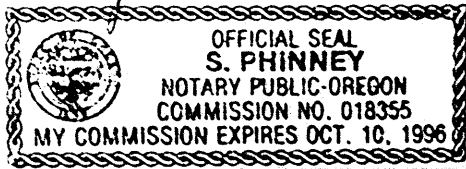


[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10-10-96

BY: [Signature]  
Gail Havinear  
Havinear

STATE OF OREGON )  
 )ss  
County of Deschutes )

This instrument was acknowledged before me [Signature]  
by Gail Havinear



[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10-10-96

CITY

[Signature]  
DEVELOPMENT SERVICES

Engineering Fees

Water plan review submittal \$275.00	EW	\$	275.00
Water line fee <u>1055</u> ft x \$1.10/ft (\$1.65/ft*)	EW	\$	1,749.75
Fire service/hydrant fee <u>2</u> x \$165.00 per service/hydrant	EW	\$	330.00
Water service tap inspection	EW	\$	
Sewer plan review submittal \$275.00	ES	\$	275.00
Sewerline inspection fee <u>927</u> ft x \$1.10/ft (\$1.65/ft*)	EW	\$	1,529.55
Manhole fee, # of manholes <u>5</u> x \$55.00/manhole	ES	\$	275.00
Sewer tap inspection	ES	\$	
Sewer lift station telemetry	ES	\$	
Street review submittal	ET	\$	
Street fee _____ lf x \$1.10/ft	ET	\$	

Final Plat Fees

Submittal fee \$275.00 + \_\_\_\_\_ lots x \$30.00/lot = \_\_\_\_\_

Partition Fees

Submittal fee \$275.00 + \_\_\_\_\_ lots x \$15.00/lot = \_\_\_\_\_

**TOTAL FINAL PLAT & PARTITION FEES**

<b>STREET 20%</b>	EF	\$	_____
<b>WATER 50%</b>	EP	\$	_____
<b>SEWER 30%</b>	EO	\$	_____

SYSTEM DEVELOPMENT CHARGES \*

Sewer System: _____ ERU's x \$ _____ /ERU	SW	\$	_____
Water System: _____ ERU's x \$ _____ /ERU	WA	\$	_____
_____ water service	WA	\$	_____
_____ fire service	WA	\$	_____
_____ meter deposit	RD	\$	_____

MISCELLANEOUS

Recording fee	RF	\$	55.00
Agreement processing fee	DA	\$	270.00
_____ recovery, project # _____		\$	_____
Warranty cash deposit		\$	_____
Accounting P# _____		\$	_____

DATE PAID 12/5/94 RECEIPT # 1490 TOTAL DUE \$ 4,750.30

\* Charges if property is outside City limits

## Exhibit "A"

A parcel of land located in the Southeast One-Quarter of the Southwest One-Quarter of Section 26, Township 17 South, Range 12 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the intersection of the North boundary of said Southeast One-Quarter of the Southwest One-Quarter of Section 26 and the West right of way of Eagle Road with said point being located South 89°58'57" West 30.00 feet from the Northeast corner of said Southeast One-Quarter of the Southwest One-Quarter of Section 26; thence along the West right of way of Eagle Road, South 00°10'34" West 305.96 feet; thence North 89°54'06" West 450.00 feet; thence South 00°10'34" West 550.13 feet; thence North 89°57'18" West 251.00 feet; thence North 00°10'34" East 854.91 feet to the North boundary of the aforementioned Southeast One-Quarter of the Southwest One-Quarter of Section 26; thence along said North boundary North 89°58'57" East 701.00 feet to the point of beginning.

EXCEPTING THEREFROM a parcel of land being more particularly described as follows: Beginning at the intersection of the North boundary of said Southeast One-Quarter of the Southwest One-Quarter of Section 26 and the West right-of-way of Eagle Road with said point being located South 89° 58' 57" West 30.00 feet from the Northeast corner of said Southeast One-Quarter of the Southwest One-Quarter of Section 26; thence along the West right-of-way of Eagle Road, South 00° 10' 34" West 305.96 feet to the Northeast corner of that certain tract of land conveyed to Dean O'Neal by deed recorded in Book 153, Page 2435, Deschutes County Records; thence North 89° 54' 06" West 450.00 feet along O'Neal Northerly line to the Northwest corner of said O'Neal tract; thence North 00° 10' 34" East 305.05 feet to the North boundary of the aforementioned Southeast One-Quarter of the Southwest One-Quarter of Section 26; thence along said North boundary North 89° 58' 57" East 450.00 feet to the point of beginning.

STATE OF OREGON )  
COUNTY OF DESCHUTES ) SS.

I, MARY SUE PENHOLLOW, COUNTY CLERK AND  
RECORDER OF CONVEYANCES, IN AND FOR SAID  
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT WAS RECORDED THIS DAY:

95 JAN -4 AM 8:17

MARY SUE PENHOLLOW  
COUNTY CLERK

BY: Wallace DEPUTY

NO. 95-00206 FEE 250

DESCHUTES COUNTY OFFICIAL RECORDS