

9S-34394

SEWER SERVICE AGREEMENT

The CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and **ROBERT T. & KAY JUDSON**, hereinafter referred to as "USER" agree as follows:

GENERAL CONDITIONS

1. USER has received, read and understands City's Sewer Policy which is 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 service to USER's property described as:

Lot 15 of the Subdivision Plat of CANAL VIEW, Deschutes County, Oregon

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 general benefit fees in accordance with City policies.

PROVISION OF 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 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 policy 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 sewer services at CITY'S sole discretion.

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

Return To:
City of Bend
Department Services
P.O. Box 431
Bend, OR 97709

Page 1 of 4
address
Project #/Lot # date
Q:\engineering\agreements\Canal View\SA(Lot #)

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/or 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 17 day of July, 1998.

USER

BY:


ROBERT T. JUDSON

STATE OF OREGON)ss
County of Deschutes)

This instrument was acknowledged before me on 7-17-98 by Robert H. Judson

Loretta J. Krieger

NOTARY PUBLIC FOR OREGON

My Commission Expires: 4-30-2002

DATED this 17 day of July, 1998.

USER



BY: Kay Judson
KAY JUDSON

STATE OF OREGON)ss
County of Deschutes)

This instrument was acknowledged before me on 7/17/98
by Kay Judson

Olivia Brandon

NOTARY PUBLIC FOR OREGON

My Commission Expires: 6/2/02

DATED this 17 day of July, 1998.

USER



BY: [Signature]
RYAN JUDSON

STATE OF OREGON)ss
County of Deschutes)

This instrument was acknowledged before me on 7/17/98 by Ryan Judson

CITY

[Signature]
DEVELOPMENT SERVICES

SYSTEM DEVELOPMENT CHARGES *

Sewer System: 1 ERU's x \$ 922.00 /ERU

SW \$ 922.00

MISCELLANEOUS

Recording fee

RF \$ 50.00

Agreement processing fee

DATE PAID _____ RECEIPT # _____

TOTAL DUE

\$ 972.00



STATE OF OREGON,

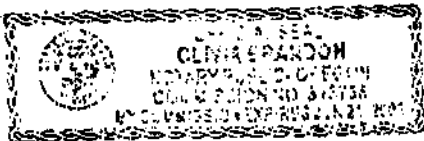
County of Deschutes } ss.

FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 17 day of July, 1998
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Ryan Gudson

*void if not attached to letter dated 7/17/98; Annexation
known to me to be the identical individual..... described in and who executed the within instrument and
acknowledged to me that executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Olivia Brandon
Notary Public for Oregon
My commission expires 6/21/02

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:

98 AUG -5 AM 8:16

MARY SUE PENHOLLOW
COUNTY CLERK

BY:  DEPUTY

NO. 98-34374 FEE 30

DESCHUTES COUNTY OFFICIAL RECORDS