

The City of Redmond, hereinafter called "CITY" and Frank Co + Doroth M Chakaram hereinafter called "OWNER", agree as follows:

- 1) The City of Redmond will not finance any portion of the extension of water or sewer mains.
- 2) Owner is requesting CITY water service to property which is described on Exhibit "A" which is attached to and made part of this agreement and which OWNER warrants and represents that OWNER owns. The CITY agrees to supply this property with water service sufficient for one single family residential structure for domestic purposes if all the conditions of the agreement are adhered to.
- 3) The purpose of this agreement is to create a binding commitment that the property will be hooked up to CITY's system at such time as the CITY's sewer system is extended to the property.
- 4) OWNER shall pay whatever cost not otherwise funded which is required to extend the CITY's sewer system to the property. This obligation may be performed by the OWNER's participation in a local improvement district, or the like, if that method of financing the extension is selected by the CITY. OWNER agrees to consent to do whatever is necessary to form such district. The property would be assessed by the method described in the assessment policy for LID 76-1, adopted April 10, 1979, and any amendments thereto the costs per square foot described therein may vary.
- 5) The property covered by this agreement shall be hooked up to the CITY's sewer system and the OWNER shall pay whatever connection charge is required by the CITY policy at the time of hook-up; and will pay whatever standard user charge is required at that time.
- 6) OWNER agrees to grant any necessary easements through the property to extend sewer lines upon request of the CITY.
- 7) OWNER hereby consents to the annexation of the property described in this agreement to the CITY and the property shall be annexed when the CITY elects to do so according to law.
- 8) The parties agree that this agreement shall constitute a covenant running with the land and be fully enforceable by the CITY with respect to the property described herein, whether the property is owned by the OWNER or by persons who have acquired the land from the OWNER or OWNER's assigns.

Dated this 25 day of Oct, 1979

CITY
BY [Signature]

OWNER
Frank H. Chakaram
Doroth M. Chakaram



STATE OF OREGON
COUNTY OF DESCHUTES
10-25, 1979

Personally appeared the above named Frank & Doroth M. Chakaram and acknowledged the foregoing instrument to be their voluntary act.

[Signature]
NOTARY PUBLIC FOR OREGON

My Commission Expires: 1/8/81

Exhibit "A"

The land referred to is described as:

IN TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN.

Deschutes County, Oregon:

Section 9: The South Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of said Section: TOGETHER WITH a strip of land extending 15 feet beyond the Northern boundary, said property extending along the entire northern boundary, less a strip of land 30 feet wide along the eastern boundary, making the approximate dimension of said property 345 by 630: EXCEPTING therefrom that portion conveyed to Deschutes County by deed recorded MAY 25, 1972 in Volume 185 at page 109
Deed Records ---

21137

No.....

STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record

on the 6

day of Feb....., A.D., 1980..

at 3:40 o'clock P.....M., and Re-

corded in Book 316.....

on Pages 360.....Record of

Deeds.....

Rosemary Patterson

County Clerk.

By Rhonda Lang....., Deputy