

95-18807

ORIGINAL
375 - 0320

SEWER SERVICE AGREEMENT

The CITY OF BEND, an Oregon municipal corporation, hereinafter referred to as "CITY" and REED LANE PLAZA JOINT VENTURE, 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 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 System Development Charges (SDC's) in accordance with City policies.

PROVISION OF SEWER SERVICES

2. Services shall be supplied only through facilities constructed by City approved contractor, 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.

✓
Return To:
City of Bend
Development Services
P.O. Box 431
Bend, OR 97709
EW

Page 1 of 5
Reed Ln Plaza Sewer, 61470 S. Hwy 97
Project #95-051 5-18-95
Order/agree.95195-051/aa

ORIGINAL

- 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.

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".

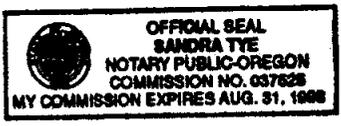
DATED this 23rd day of MAY, 1995.

REED LANE PLAZA JOINT VENTURE

BY: [Signature]

STATE OF OREGON)
County of Deschutes)ss

This instrument was acknowledged before me on Les Segel - May 23, 1995
by Les Segel



Sandra Tye
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-31-98

CITY

[Signature]
DEVELOPMENT SERVICES

Exhibit "C"

Engineering Fees

375 - 0323

Water plan review submittal \$275.00 \$ _____
 Water line fee _____ ft x \$1.10/ft (\$1.65/ft*) \$ _____
 Fire service/hydrant fee _____ x \$165.00 per service/hydrant \$ _____
 Water service tap inspection \$ _____

Sewer plan review submittal \$275.00 \$ _____ 275.00
 Sewerline inspection fee 565 ft x \$1.10/ft (\$1.65/ft*) \$ _____ 621.50
 Manhole fee, # of manholes 4 x \$55.00/manhole \$ _____ 220.00
 Sewer tap inspection \$ _____
 Sewer lift station telemetry \$ _____

Street review submittal \$ _____
 Street fee _____ lf x \$1.10/ft \$ _____

Final Plat Fees

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

Partition Fees

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

SYSTEM DEVELOPMENT CHARGES *

Sewer System: _____ ERU's x \$ _____ /ERU \$ _____

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

MISCELLANEOUS

Agreement processing fee \$ _____ 210.00

Recording fee \$ _____ 115.00

_____ recovery, project # _____ \$ _____

Warranty cash deposit Accounting P# _____ \$ _____

DATE PAID _____ RECEIPT # _____ TOTAL DUE \$ _____ 1,441.50

* Charges if property is outside City limits

HTE # 95-922

Exhibit "A"

Reed Lane Plaza
Remainder Portion 375 - 0324

A tract of land located in a portion of Tract 11, Reed Highway Acreage, Section 2, in the Northeast One-Quarter Northeast One-Quarter of Section 8, Township 18 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

Beginning at the Southeast corner of said Tract 11; thence along the Southerly tract boundary North 89°58'52" West 519.89 feet to a point on the Easterly right-of-way line of U.S. Highway 97 (The Dalles-California Highway); thence leaving said Southerly tract boundary and along said Easterly right-of-way line North 35°57'19" East 278.18 feet; thence along on an arc of a 24.00 foot radius curve right 33.19 feet, the chord of which bears North 75°34'38" East 30.61 feet to a point on the new realigned right-of-way line of Reed Lane; thence leaving said Easterly right-of-way line and along said new realignment along on an arc of a 180.00 foot radius curve left 171.88 feet, the chord of which bears North 87°50'38" East 165.42 feet; thence North 60°29'17" East 80.29 feet; thence along on an arc of a 190.00 foot radius curve right 96.58 feet the chord of which bears North 75°02'54" East 95.54 feet; thence North 89°52'37" East 135.46 feet; thence South 35°33'56" East 29.83 feet to a point of the Westerly right-of-way line of Parrall Road; thence leaving said new realignment and along said Westerly right-of-way line South 33°02'20" West 106.48 feet; thence along on an arc of a 985.00 foot radius curve left 206.67 feet, the chord of which bears South 27°01'20" West 206.49 feet; thence South 21°00'20" West 6.66 feet to the point of beginning and terminus of this description.

Containing 130,261 square feet more or less.

STATE OF OREGON)
COUNTY OF DESCHUTES) SS.

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

95 JUN -1 P11 2:02

MARY SUE PENNOLLO
COUNTY CLERK

BY: *J. Wallace* DEPUTY
NO. 95-18907 FEE 252
DESCHUTES COUNTY OFFICIAL RECORDS

25

95-18909
SEWER EASEMENT DEED

375 - 0328

REED LANE PLAZA JOINT VENTURE, Grantor, conveys and warrants to the CITY OF BEND, an Oregon municipal corporation, Grantee, the following sewer facilities easement free of encumbrances except as specifically set forth herein:

See Exhibit "A"

This easement is granted on the following terms and conditions:

1. The easement shall be a permanent, perpetual and exclusive right to construct, install, maintain and operate a sewer line and all related facilities on the surface and within the subsurface of the easement. City shall have the right to immediate possession of the property described in this easement.
2. The City of Bend shall hold Grantor harmless from any liability caused by City's work within the easement or the operation and maintenance of the sewer line.
3. Grantor shall not erect any structures on the easement, but may use the surface of the easement provided such use does not interfere with City's construction, installation, operation and maintenance of its sewer system.
4. Grantor also grants to the City of Bend a temporary construction easement of 10.00 feet in width along each side of the permanent easement for the purpose of giving a work area during the construction of the sewer. Upon completion of the sewer construction and acceptance for use, this construction easement shall be terminated.
5. Grantor warrants and represents that the property subject to this easement is free and clear of all liens and encumbrances and that Grantor has the right to grant this sewer easement.
6. There is no consideration for this easement.

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

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18-12-08AD REED LN PLAZA SEWER
Project #95-051 5-18-95
Q:\dev\agree.95\95-051\sed3

375 - 0329

DATED this 23rd day of MAY, 19 95

GRANTOR
REED LANE JOINT VENTURE

BY: _____

STATE OF OREGON)
County of Deschutes)^{ss}

This instrument was acknowledged before me on May 23, 1995

by Les Segel



Sandra Tye
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-31-98

City:

Robert M. Tye
Development Services

Exhibit "A"

375 - 0330

SANITARY SEWER EASEMENT
Reed Lane Plaza Joint Venture

An easement for sanitary sewer purposes located in a portion of Tract 11, Reed Highway Acreage, Section 2, lying East of the Dalles-California Highway and being in the Northeast Quarter of the Northeast Quarter of Section 8, Township 18 South, Range 12 East, of the Willamette Meridian, City of Bend, Deschutes County, Oregon, being more particularly described as follows:

A 20 foot wide easement being 10 feet each side of the following centerline description: Commencing at the Southeasterly corner of said tract of land and extending along the Westerly side of Parrell Road North 21°00'21" East, 6.66 feet; thence on a curve to the right with a total angle of 12°02'00", with a radius of 985.00 feet, an arc length of 206.87 feet and a chord bearing and distance of North 27°01'21" East, 206.49 feet; thence North 33°02'21" East, 21.38 feet to the true point of beginning; thence North 60°37'54" West, 157.21 feet; thence North 06°50'28" East, 16.09 feet to the terminus thereof and the Southerly side of Reed Lane.

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 JUN -1 PM 2:06

MARY SUE PENHOLLOW
COUNTY CLERK

Sun Country Engineering & Surveying, Inc.

BY: J. Wallace DEPUTY
NO. 95-18909 FEE 25.00
DESCHUTES COUNTY OFFICIAL RECORDS