

ORDINANCE NO. 524-0

AN ORDINANCE AMENDING ORDINANCE 302, AND RESPREADING THE ASSESSMENTS AS TO TAX LOTS 1, 18, 119, AND AMENDING THE FINAL ASSESSMENT ROLL.

WHEREAS, the City enacted Ordinance 302, spreading the assessment of the Local Improvement District known as the West Columbia Sewer Extension LID-79-1, and;

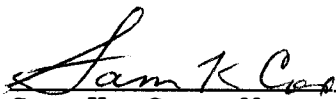
WHEREAS, there were certain errors in the calculation of the assessments, and that certain benefited properties have been improperly assessed,

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT THE FINAL ASSESSMENT IS AMENDED TO READ AS FOLLOWS:

<u>Tax Lot No.</u>	<u>Frontage Assessed</u>	<u>Assessment</u>
1	390	3,424
18	300	3,424
119	0	0

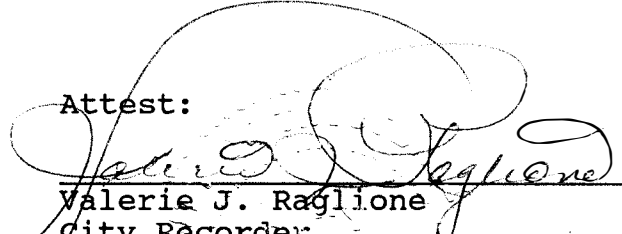
PASSED BY THE COMMON COUNCIL THIS 23RD DAY OF MAY, 1989.

Yeas: 3
Nays: 0
ABSTAINED: 0

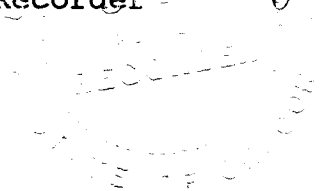


Sam K. Cox, Mayor

Attest:



Valerie J. Raglione
City Recorder



AGREEMENT FOR NON-REMONSTRATION AND REASSESSMENT

1. Recitals: The parties to this Agreement are the City of Troutdale, a municipal corporation organized under the laws of the State of Oregon, called "City" in the remainder of this Agreement, and Rose Cerruti, called "Cerruti" in the remainder of this Agreement.
2. Subject Property: The properties subject to this Agreement are described as: Tax Lots 1, 18, and 119, Section 26, Township 1 North, Range 3 East, owned presently by Cerruti.
3. Reassessment: The parties agree that the assessments spread by Ordinance 302 of the City, dated September 11, 1979, shall be amended, reassessed and respread as follows:

<u>Tax Lot No.</u>	<u>Frontage Assessed</u>	<u>Assessment</u>
1	390	3,424
18	300	3,424
119	0	0

4. Waiver of Remonstrance: The parties further agree as follows:
 - a) In consideration of the above reassessment, Cerruti hereby waives any and all right of remonstrance against formation of the above-entitled LID.
 - b) In further consideration, Cerruti waives any right of recourse, and specifically releases from any lien that would be made against the City from any and all events arising out of the formation or reassessments of the above LID.
 - c) The undersigned further agrees this document shall be binding on their heirs, assigns, successors, including any subsequent purchasers or owners of the above-described property.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 6 day of June, 1989.

Rose Cerruti
Rose Cerruti

James D. Haglund
BY: James D. Haglund
For the City of Troutdale