

CITY OF SHERWOOD, OREGON

ORDINANCE NO. 776

AN ORDINANCE DETERMINING ESTIMATED TOTAL COST OF STREET AND SANITARY SEWER LINE IMPROVEMENTS IN THE MURDOCK ROAD LOCAL IMPROVEMENT DISTRICT; DETERMINING THAT THE PROPERTY BENEFITED SHALL BEAR ALL COSTS OF STREET AND SEWER IMPROVEMENTS; ADOPTING A PROPOSED APPORTIONMENT OF SAID COST TO THE RESPECTIVE LOTS, PARTS OF LOTS, AND PARCELS OF LAND WITHIN THE ASSESSMENT DISTRICT ACCORDING TO THE SPECIAL AND PECULIAR BENEFITS ACCRUING THERETO FROM IMPROVEMENTS; SPREADING THE ASSESSMENT; DIRECTING THE RECORDER TO ENTER ALL THE ASSESSMENTS IN A SEPARATE LIEN DOCKET OF THE CITY; DECLARING SAME TO BE A LIEN ON THE PRSPECTIVE PROPERTIES UNTIL PAID; DIRECTING THAT NOTICE BE GIVEN; AND DECLARING AN EMERGENCY

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THE CITY OF SHERWOOD DOES ORDAIN AS FOLLOWS:

Section 1. The council finds that by Ordinance No. 771 adopted on August 25, 1982 the Council authorized and directed that construction of street and sewer line improvements within the boundaries of the Murdock Road Street and Sanitary Sewer Local Improvement District, as bounded and described in Ordinance No. 771, be undertaken by contract, and plans, specifications and estimates of the cost of said work have been prepared by the city's consulting engineers. The Council further finds that financing of said project by general obligation Bancroft bonding may be jeopardized if assessments are not made and bonds sold prior to November 2, 1982, and therefore it is in the best interest of the public and property owners of the district to proceed with assessments based on estimated costs.

Section 2. The Council further finds that the city engineer has computed the total estimated construction, engineering, and legal and administrative cost with respect to the street and sewer line improvements, the engineer's estimate being attached hereto as Exhibit "B". The Council hereby finds that said computation of the total estimated cost of said street and sewer line improvements is determined to be the sum of \$439,875. The Council further finds and determines that the lots, parts of lots, and parcels of land listed on Exhibit "A" attached to this ordinance are the lots within the district specially benefited by the street and sewer line improvements, and together shall bear all of the cost of said improvements.

Section 3. The Council finds that the apportionment of the estimated cost as proposed by the engineer has been modified pursuant to an agreement among affected property owners and that the revised apportionment is fair and equitable. The Council hereby ratifies the revised apportionment of said estimated final cost of said sewer line improvements upon each lot, part of lot and parcel of land, as prepared by the city staff and consultants and as set forth in the attached schedule, Exhibit "A", entitled Estimated Sewer Line Property Assessment Roll - Murdock Road Local Improvement District, which by reference is made a part hereof, and finds and determines that same is according to the special and peculiar benefits accruing thereto from the improvement. The agreement modifying the assessments is attached here as Exhibit "C".

Section 4. The Council further determines that the City Recorder has caused to be mailed or personally delivered to the owner of each lot proposed to be assessed for estimated final cost for the street and sewer line improvement, a notice of the impending proposed assessment and the amount thereof, which notice provided a date by which objections should be filed with the City Recorder, requiring

that the objections state the grounds therefor, and providing for a hearing on said objections on September 8, 1982. The Council further finds that said notice was due and proper and that pursuant thereto the Council heard and considered at its meeting of September 8, 1982 the proposed estimated final assessments and all objections thereto filed with the City Recorder.

Section 5. The Council does hereby determine that the assessments set forth in the attached "Estimated Sewer Line Property Assessment Roll - Murdock Road Local Improvement District", marked Exhibit "A", are properly apportioned according to the special and peculiar benefits accruing to each parcel, part of lot, or lot benefited by the sewer line improvements within said improvement district, and each lot, parcel or part of lot as designated in the attached apportionment schedule be, and the same are hereby, assessed and charged with the total sum for sewer line improvements shown on the line opposite each said property, and same shall constitute a lien thereagainst from and after passage of this ordinance and entry thereof in the City Lien Record and recording as hereinafter provided.

Section 6. The City Recorder be, and she is hereby, directed to enter each and all of said lots, parts of lots, or parcels and the amount of the sewer line assessment thereagainst, as shown by the attached schedules, in the Lien Docket of the city, separate from other and prior or subsequent assessments. Same shall constitute a lien against each respective lot, part of lot, or parcel, payable on or before October 15, 1982, after which date same shall become delinquent and shall bear interest at the rate of 15% per annum from October 15, 1982 until paid.

Section 7. The City Recorder is hereby instructed to give notice of the assessment made hereby to the owners of the property assessed and to provide said owners with appropriate applications to pay said assessment on the installment basis, pursuant to the Bancroft Bonding Act. The applications shall provide for interest on the assessment for which installment payment application is made, at the rate of 12% per annum from October 15, 1982 until the bonds are sold, at which time the rate of interest on bonded assessments shall be adjusted to a rate of 1% per annum higher than the annual rate of interest paid by the City of Sherwood upon the bonds, said 1% being for the purpose of payment of the costs of administering the bond program and issuing bonds as provided by ORS 223.235.

Section 8. Inasmuch as it is necessary for the preservation of the public peace, health and safety of the people of the City of Sherwood that this ordinance take effect immediately in order that provision may be made for payment of the costs of sewer line improvements in the Murdock Road Local Improvement District, an emergency is hereby declared to exist, and this ordinance shall be effective upon its passage by the council and approval by the Mayor.

PASSED:

By unanimous vote of the City Council  
this 8<sup>th</sup> day of September, 1982.

Polly Blankenbaker  
Polly Blankenbaker, City Recorder

APPROVED:

By the Mayor this 8<sup>th</sup> day of September, 1982.

Clyde List  
Clyde List, Mayor

EXHIBIT "A"

S.W. MURDOCK STREET  
LOCAL IMPROVEMENT DISTRICT  
Property Assessment Roll

<u>Tax Lot</u>	<u>Owner</u>	<u>Street Assessment</u>	<u>Sanitary Sewer Assessment</u>	<u>Total Assessment</u>
<u>2S1 32 AA</u>				
100	Donald & Faye Cochran 22030 SW Murdock Rd. Sherwood, OR 97140	\$ 42,165.31	0	\$ 42,165.31
190	Mark A. & Shirley K. Weber 3350 NW Ashland Drive Beaverton, OR 97006	0	0	0
1101	Raymond Leach 1500 N. Maple Canby, OR 97013	\$ 34,289.15	\$ 14,664.80	\$ 48,953.95
1200	James & Nancy Dailey Rt. 3 Box 12 Sherwood, OR 97140	\$ 24,026.27	\$ 19,147.15	\$ 43,173.42
<u>2S1 32 AD</u>				
100	Sanford & Marilyn Rome 1780 E. Willamette Sherwood, Ore. 97140	\$ 10,342.43	\$ 10,882.00	\$ 21,224.43
301	Smelser, Inc. c/o Dale Const. Co. 1260 SW Main St. Tigard, Ore. 97223	\$ 79,716.31	\$ 72,546.71	\$152,263.02
<u>2S1 33</u>				
1200	Donald & Faye Cochran 22030 SW Murdock Rd. Sherwood, OR 97140	\$ 61,656.82	\$ 14,509.34	\$ 76,166.16
1300	Donald & Faye Cochran 22030 SW Murdock Rd. Sherwood, OR 97140	0	0	0
1400	Gotter-Jaehrling 12995 SW Pacific Hwy Tigard, OR 97223	\$ 55,928.71	0	\$ 55,928.71



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EXHIBIT 'B'  
S.W. Murdock St. L.I.D.  
Estimated Project Costs

A. STREET (PHASED WIDENING)

1. Clearing & Grubbing	LS		\$ 10,000.00
2. Excavation (Rock)	LS		\$ 40,000.00
3. A.C. Paving, 3" Thick		8,500 SY @ \$5.00	\$ 42,500.00
4. 3/4"-0 Rock, 4" Thick		8,500 SY @ \$2.00	\$ 17,000.00
5. 2"-0 Rock, 12" Thick		8,500 SY @ \$5.00	\$ 42,500.00
6. 3/4"-0 Shoulder Rock 4" Thick		3,600 SY @ \$2.00	\$ 7,200.00

TOTAL CONSTRUCTION \$159,200.00

STORM SEWER

1. Manholes	8 EA @ \$800.00	\$ 6,400.00
2. 36" C.S.S.P.	160 LF @ \$ 55.00	\$ 8,800.00
3. 12" C.S.S.P.	1,840 LF @ \$ 15.00	\$ 27,600.00
4. Ditch Inlets	12 EA @ \$500.00	\$ 6,000.00
5. Rip-Rap	LS	\$ 500.00

TOTAL CONSTRUCTION \$ 49,300.00  
Right-of-Way \$ 38,000.00  
Total Street & Storm Sewer \$246,500.00

Contingencies, Engineering  
& Administration (25%) \$ 21,625.00

TOTAL STREET & STORM SEWER \$308,125.00  
Assessable Frontage 3,878'  
Estimated Assessment Per  
Front Foot \$ 79.5572



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EXHIBIT 'B'  
Cont'd.

B. SANITARY SEWER

1. 8" C.S.P.	3,300 LF @ \$	15.00	\$ 49,500.00
2. Manholes	12 EA @ \$	950.00	\$ 11,400.00
3. Rock Excavation	1,100 CY @ \$	40.00	\$ 44,000.00
4. Connection to Existing	1 EA @ \$	500.00	\$ 500.00
			<hr/>
TOTAL CONSTRUCTION			\$105,400.00
Contingencies, Engineering & Administration (25%)			\$ 26,350.00
			<hr/>
TOTAL SANITARY SEWER			\$131,750.00
Assessable Frontage			5,085'
Estimated Assessment Per Front Foot			\$ 25.9095



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EXHIBIT 'C'  
S.W. Murdock St. L.I.D.  
Estimated Assessments

A. STREET AND STORM SEWER

Amount To Be Assessed = \$308,125.00  
 Total Benefitted Frontage = 3873'  
 Assessment Per LF = \$ 79.5572

B. SANITARY SEWER

Amount To Be Assessed = \$131,750.00  
 Total Benefitted Frontage = 5085'  
 Assessment Per LF = \$ 25.9095

TAX LOT	ASSESSABLE FRONTAGE		ESTIMATED ASSESSMENT		ESTIMATED TOTAL ASSESSMENT
	<u>A</u>	<u>B</u>	<u>A</u>	<u>B</u>	
2S1 32 AA					
100	530'	0	\$42,165.31	0	\$42,165.31
190	0	0	0	0	0
1101	431	566'	\$34,289.15	\$14,664.80	\$48,953.95
1200	302	739'	\$24,026.27	\$19,147.15	\$43,173.42
2S1 32 AD					
100	130	420'	\$10,342.43	\$10,882.00	\$21,224.43
301	1002	2,800'	\$79,716.31	\$72,546.71	\$152,263.02
2S1 33					
1200	775'	560'	\$61,656.82	\$14,509.34	\$76,166.16
1300	0	0	0	0	0
1400	703'	0	\$55,928.71	0	\$55,928.71

Exhibit C

AGREEMENT FOR ASSESSMENT AND REIMBURSEMENT

THIS AGREEMENT, made and entered into as of this day of September, 1982, by and between the parties as hereinafter designated, all in reference to an agreement for the apportionment of assessments for improvements to be made by and through a limited improvement district, the allocation thereof, and the reimbursement to the first parties, all as provided hereinafter;

WHEREAS, the owners and developers of certain properties, hereinafter designated collectively as first parties, desire to have the City of Sherwood, a municipal corporation, form a limited improvement district known as the Murdock Road Limited Improvement District, and thereafter, to have the said Limited Improvement District construct, improve, and install a sanitary sewer system and street improvements so as to benefit their respective properties, and

WHEREAS, the parties hereinafter designated as second parties, desire to have the City of Sherwood form a limited improvement district, known as the Murdock Road Limited Improvement District, for the construction, improvement, and installation of a sanitary sewer system and street improvements, benefitting properties which they own and thereafter to have the said Limited Improvement District assess the first parties' properties with eighty percent (80%) of the assessments in relation to second parties' property with an agreement for reimbursement therefore to the first parties in the event that second parties change the use of or develop their respective properties, and

WHEREAS, the City of Sherwood, an Oregon Municipal Corporation, desires to implement a limited improvement district known as the Murdock Road Limited Improvement District, for the purposes of construction, improvement, and installation of a sanitary sewer system and street improvements on and along Murdock Road, for the benefit of the community and the respective property owners;

NOW, THEREFORE, the parties do hereby covenant and agree as follows:

1. PARTIES:

a. The parties of the first part and their respective properties are identified as follows:

NAME

PROPERTY

Tillstrom Development Corporation	Tax Lot 2S1-33, Lot 1200
an Oregon corporation, as purchasers	Tax Lot 2S1-33, Lot 1300
and optionees of the property owned	Tax Lot 2S1-33A, Lot 100
by Donald and Faye Cochran	

The above-referenced property is more particularly described on Exhibit "A", which is attached hereto and incorporated herein by this reference as if fully set forth herein.

Sam Gotter and <del>John</del> K. Jaehrling	Tax Lot 2S1-33, Lot 1400
co-partners, doing business under the name and style of Gotter-Jaehrling	

The above-referenced property is more particularly described on Exhibit "B", which is attached hereto and incorporated herein by this reference as if fully set forth herein.

Dale Construction Company, an Oregon corporation,	Tax Lot 2S1-32AD, Lot 301
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The above-referenced property is more particularly described on Exhibit "C", which is attached hereto and incorporated herein by this reference as if fully set forth herein.

a. The parties of the second part and their respective properties shall be designated as follows:

NAME

PROPERTY

Sanford and Marilyn Rome	Tax Lot 2S1-32AD, Lot 100
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The above-referenced property is more particularly described on Exhibit "D", which is attached hereto and incorporated herein by this reference as if fully set forth herein.



James and Nancy Dailey

Tax Lot 2S1-32AA. Lot 1200

The above-referenced property is more particularly described on Exhibit "E", which is attached hereto and incorporated herein by this reference as if fully set forth herein.

2. CONSIDERATION: The consideration for this agreement shall be the covenants contained in this agreement, together with the benefits to be conferred upon each and the other and their respective properties by virtue of the improvements to be made through the Murdock Road Limited Improvement District, together with other good and valuable consideration had and received, which each of the parties do hereby acknowledge.

3. LID: The parties do hereby covenant and agree that a Limited Improvement District may be authorized and allowed by the City of Sherwood, a municipal corporation, to be known as the Murdock Road Limited Improvement District, for the purpose of construction, improving and installing certain sanitary sewer and road improvement systems and that the cost thereof may be satisfied through the issuance of certain Bancroft Bonds to be issued pursuant to the municipal authority of the said City of Sherwood, and that thereafter the property owners as hereinabove identified, shall share in the assessments of the bonded improvement district in accordance with the terms of this agreement, and they further do authorize the City of Sherwood to assess the said properties and property owners in accordance with the terms and percentages as specified in this agreement.

4. PRELIMINARY ASSESSMENTS: The parties agree that the City of Sherwood has made the following computations and preliminary assessments of the costs of construction, improvement, and installation of the sanitary sewer and street improvements through the Murdock Road Limited Improvement District, in accordance with the percentages and amounts as are listed herein-after:

a. First Parties:

PROPERTY OWNER	LOT DESCRIPTION	SEWER	STREET	TOTAL
Tillstrom/Cochran	Lot 1200	560 ft. (14,509.34)	775 ft. (61,656.82)	76,166.16
Tillstrom/Cochran	Lot 1300	-0-	-0-	-0-
Tillstrom/Cochran	Lot 100	-0-	530 (42,165.31)	42,165.31
Gotter/Jaehrling	Lot 1400	-0-	703 ft. (55,928.71)	55,928.71

(continued)

PROPERTY OWNER	LOT DESCRIPTION	SEWER	STREET	TOTAL
Dale Construction	Lot 301	2,800 ft. (72,546.71)	1,002 ft. (79,716.31)	152,263.02

b. Second Parties:

Rome	Lot 100	420 ft. (10,882.00)	130 ft. (10,342.43)	21,224.43
Dailey	Lot 1200	739 ft. (19,147.15)	302 ft. (24,026.27)	43,173.42

5. ALLOCATION: First parties agree to said assessments and that eighty percent (80%) of the assessments as to the second parties' properties shall be allocated as additional assessments to the first parties' properties, to be shared by first parties on the basis of apportionment as hereinafter set forth, and that said eighty percent (80%) allocation of said assessment shall be paid by first parties as additional assessments on their respective properties. Second parties shall be relieved of any part or portion of the said eighty percent (80%) of said assessments, and shall only be responsible to pay twenty percent (20%) of the said designated assessments as Municipal Improvement assessments, as they relate to the second parties' properties as are hereinabove designated by lot description and amounts.

6. APPORTIONMENT: The first parties agree that the said eighty percent (80%) of assessments of second parties' allocation, shall be apportioned and assessed between first parties in the same proportion as the total of the frontage foot and lineal sewer measurements of their respective property bears to the total of all of the first parties' frontage foot and lineal sewer measurements, as said measurements are herein designated:

a.

PROPERTY OWNER	LOT NO.	FRONTAGE AND SEWER	ADDITIONAL ASSESSMENT
Tillstrom/Cochran	1200	1,335	_____
Tillstrom/Cochran	1300	-0-	_____
Tillstrom/Cochran	100	530	_____
Gotter/Jaehrling	1400	703	_____
Dale	301	3,802	_____
	TOTAL	6,370	

7. REIMBURSEMENT: Second parties do each separately and severally agree to reimburse first parties collectively, on

the designated apportioned basis, that portion of the assessment allocated to first parties from each of the second parties' properties, as follows:

a. At such time as any second party, their heirs, assigns, or grantees shall change the use of the second parties' designated respective properties from single family residence to any other use, or sell or transfer any interest in said property.

b. The reimbursement shall be the principal allocation of the second parties' respective properties which was allocated to first parties collectively.

c. The said reimbursement shall be paid and satisfied in full to first parties within ninety (90) days subsequent to the said change of use.

8. COVENANTS APPURTENANT: The parties agree that the covenant of reimbursement shall be appurtenant to and run with the land, and burden said land benefitted by this agreement, and the covenants and provisions thereunder, including any division or partition of said property. The rights, covenants, and obligations contained in this agreement shall bind, burden, and benefit each parties' successors and assigns, grantees, lessees, and mortgagees.

9. FEES AND COSTS: In the event that any of the parties institute legal proceedings for the collection of amounts for reimbursements due under the terms of this agreement, or to enforce their rights hereunder, then the prevailing party shall be entitled to recover from the losing party, their reasonable attorney's fees, including fees on appeal, together with all costs incurred.

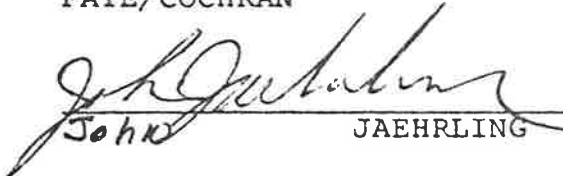
IN WITNESS WHEREOF, the parties have affixed their hands effective on the date first hereinabove written.

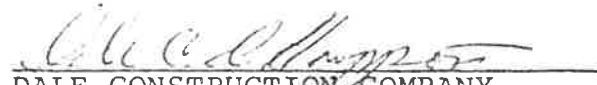
  
TILLSTROM DEVELOPMENT CORP.

\_\_\_\_\_  
DONALD COCHRAN

  
FAYE/COCHRAN

  
SAM GOTTER

  
John JAEHRLING

  
DALE CONSTRUCTION COMPANY

Sanford M. Rome  
SANFORD ROME

Marilyn Rome  
MARILYN ROME

James Dailey  
JAMES DAILEY

Nancy Dailey  
NANCY DAILEY

STATE OF OREGON )  
County of ) ss.

On the 7th day of September, 1982, personally appeared before me William N. Olson, President of Tillstrom Development Corp., who, being duly sworn, did say that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

William N. Olson  
Notary Public for Oregon  
My Commission Expires: 10/21/85

STATE OF OREGON )  
County of WASHINGTON ) ss.

On the 7th day of SEPTEMBER, 1982, personally appeared before me ~~DONALD COCHRAN~~ and FAYE COCHRAN, and acknowledged the foregoing instrument to be their voluntary act and deed.

Phyllis M. Lenhardt  
Notary Public for Oregon  
My Commission Expires: 7-21-86

STATE OF OREGON )  
County of ) ss.

On the 7th day of September, 1982, personally appeared before me JOHN K. JAEHRLING and SAM GOTTER, dba GOTTER-JAEHRLING, and acknowledged the foregoing instrument to be their voluntary act and deed.

Sarah Olson  
Notary Public for Oregon  
My Commission Expires: 10/21/85

STATE OF OREGON )  
 ) ss.  
County of )

On the 7th day of September, 1982, personally appeared before me DALE W. HARBO, President of Dale Construction Company, an Oregon Corporation, who, being duly sworn, did say that the instrument was signed and sealed in behalf of the said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

*Dale Olson*  
Notary Public for Oregon  
My Commission Expires: 10/31/85

STATE OF OREGON )  
 ) ss.  
County of *Multnomah* )

On the 7 day of September, 1982, personally appeared before me SANFORD ROME and MARILYN ROME, and acknowledged the foregoing instrument to be their voluntary act and deed.

*Halle Bolmstedt*  
Notary Public for Oregon  
My Commission Expires: 9/28/84

STATE OF OREGON )  
 ) ss.  
County of *Washington* )

On the 17th day of Sept, 1982, personally appeared before me JAMES DAILEY and NANCY DAILEY, and acknowledged the foregoing instrument to be their voluntary act and deed.

*Kathy Christensen*  
Notary Public for Oregon  
My Commission Expires: 3.6.84