

8658

THIS AGREEMENT, made this 11 day of March, 1970,
by and between CAREY-ADKINS INVESTMENT CO. hereinafter termed Con-
tractor, and the CITY OF SHERWOOD, a municipality of the State of
Oregon, hereinafter termed the City,

W I T N E S S E T H :

WHEREAS, Contractor has engaged in the development of certain
lands within the boundaries of the City, said lands being described on
the attached sheet headed "DESCRIPTION" and by reference made a part
hereof, by constructing thereon an apartment house complex known as
"Glen Eagle Village" and has applied to the City for sanitary sewerage
treatment service by the City to said development and additional areas
which may in the future become available for development either by the
Contractor or other parties, and

WHEREAS, the City has facilities wherewith to furnish treatment
service to domestic sewerage from said development, and

WHEREAS, Contractor has paid connection charges for each of
the 36 units now constructed on said lands in the sum of \$7,210.00 as
is provided for in the City's ordinances,

NOW, THEREFORE, in consideration of the foregoing premises and
the promises and agreements herein contained the parties hereto agree
that the City will accept for disposal and treatment purposes domestic
sewerage from the contractor's property at the point where contractor's
sewer lines and collection facilities are connected to the City's sewer
line, subject to the following terms and conditions:

(a) The Contractor or other owner of the subject lands describ-
ed on the attached sheet headed "Description" and by this reference
made a part hereof, shall bear the entire expense of maintenance and
operation of the Contractor's lines and pumping station to the point
of connection with said lines to the City's sewer system, and shall keep

8658

said line in good condition of repair and upkeep at all times. The point of connection with the City's sewer for the purposes hereof shall be considered to be at that manhole located at a point bearing 155 feet North 49°58'51" East of the Contractor's pumping station, said manhole being at the junction of the Contractor's 6 inch line with the City's 8 inch gravity sewer main.

(b) It is mutually agreed that only residential sewerage disposal and treatment shall be furnished under the terms of this agreement and no commercial, industrial or other connections or services are authorized hereby and no surface water, downspouts, storm sewers, street drains, area drains or other foreign matter shall be released into the sewer. Nothing herein contained shall be deemed to abrogate the statutory powers reserved to the City for the control, policing and management of its sewer facilities as set forth in Chapter 224, Oregon Revised Statutes, the Charter and ordinances of the City of Sherwood.

(c) That in addition to the sewer connection charges herein stated paid or to be paid for each connection, the owner or owners of said described lands shall be bound to pay a monthly sewer service charge in a sum equal to that prescribed by the City's ordinances for similar use of the City's sewer system by patrons within the City.

(d) In addition to any other remedy, and not in lieu thereof, with respect to all lands for which sewage disposal services become available under the terms of this agreement, unpaid sewer connection charges and monthly sewer service charges as hereinabove set forth, shall be a lien against said described lands to the extent that the law authorizes, and an executed copy of this contract, containing a description of the lands to be served hereby shall be recorded in the Mortgage Records of Washington County, Oregon, with the intent and purpose that notice shall thereby be given to all purchasers of portions

of said lands of the City's lien rights for sewer connection and service charges and the owner or owner's obligations hereunder.

(e) No units on said lands for which a connection fee has not been paid shall be connected to the Contractor's lines pursuant to prior application for a connection permit, and a connection permit issued in the manner provided for by the City Ordinances.

(f) No additional lands of the Contractor or any other person shall be served by the City directly or indirectly through the media of the Contractor's sewer lines and pumping station as hereinabove mentioned until the owners have entered into a written agreement with the City with respect to such use on terms acceptable to the City.

(g) The City shall not be responsible or liable for disruption or temporary discontinuance of sewer disposal service hereunder due to flood, earthquake or other act of God or other causes beyond the governmental control of the City.

(h) This contract shall be effective on the date hereinabove first appearing and shall continue in force and effect during the private ownership of the said described lands and sewer lines and pumping station and shall be binding on the Contractor, his heirs, executors, administrators and assigns. The City shall be promptly furnished authenticated copies of any and all documents concerning any change in private ownership of said described property or of the sewer lines and pumping station or rights or any interest therein by assignment or operation of law or by inheritance.

(i) The Contractor agrees that to the extent that the Unified Sewerage Agency of Washington County, Oregon, has become, or in the future may be the City's successor, with respect to sewer matters affected by this agreement, that agency shall have all of the rights and remedies of the City hereunder and that nothing herein contained shall abrogate the statutory power reserved to that agency

8658

from the exercise thereof.

(j) Each of the parties further agree that should suit or action be instituted to enforce this agreement that the prevailing party in such litigation shall be entitled to recover from the other all costs, including reasonable attorney's fees as may be fixed by the trial court and appellate court, if any.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first hereinabove written.

CAREY-ADKINS INVESTMENT CO. a co-partnership

By: Paul C. Carey
Paul C. Carey

By: Stan Adkins
Stan Adkins

CITY OF SHERWOOD, a municipality of the State of Oregon

By: [Signature]
Mayor

By: Marjorie S. Stewart
Recorder

STATE OF OREGON

County of Washington

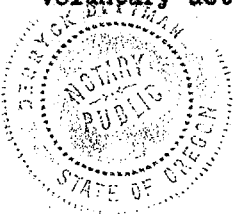
)
) ss.
)

March 11, 1970.

Personally appeared the within named Paul C. Carey and Stan Adkins, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 9/28/70



8658

"DESCRIPTION"

Beginning at the Northeast corner of lot 79, Gleneagle Plat No. 2, a plat of record in Plat Book 26, page 16, Washington County, Oregon; thence S 21°08' W 325.23 feet along the platted line between said lot 79 and lot 78 of said Gleneagle Plat No. 2, and the extension of that line to the Southwesterly line of that tract of land in Deed to ARA Investment Co. recorded in Book 730, page 210, Deed Records, Washington County, Oregon; thence North 56°33'01" W 593.72 feet along last said Southwesterly line to a point on the Southeasterly right-of-way line of Southwest Pacific Highway (U.S.99W), thence northeasterly along said Southeasterly right-of-way line of SW Pacific Hwy to a point which is S 46°51'48" W. 200.00 feet from the most Southwesterly corner of said Gleneagle Plat No. 2, thence S 43°08'12" East 125.00 feet to a point; thence N 46°51'48" East 201.02 feet to a point on the Southwesterly right-of-way line of N.W. 12th Street, said point being on a curve; thence along a 230.00 foot radius curve, with a central angle of 30°55'48" 124.16 feet (the chord of which bears S 64°00'11" E 122.66 feet) to the Northeast corner of Lot 82, Gleneagle Plat No. 2; thence South 04°18'00" West 81.42 feet to a point of curve; thence along a 163.00 foot radius curve, having a central angle of 73°10', 208.16 feet (the chord of which bears S 32°17'00" E 194.29 feet) to the point of beginning; the foregoing described parcel being subject to any recorded easements and excluding any lands dedicated to the public.

7.50

*City Recorder
Sherwood 97140*

INDEXED

STATE OF OREGON,
County of Washington

} ss *Reeds*

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records No. 774 of said County

Witness my hand and seal affixed.
ROGER THOMSEN, Director of Records & Elections

7 Cop
Deputy

MAR 19 10 38 AM '70

BOOK 774 PAGE 339

1- Description