

C 10-6-

(Individual)

88-17246

Washington County

CONSENT AND NONREMONSTRANCE COVENANT  
For Public Improvements

The undersigned contract purchasers and/or legal title holders of the hereinafter described real premises in the City of Sherwood, Washington County, Oregon, do hereby record the consent of each of the undersigned to the formation of an improvement assessment district by the City of Sherwood for the purpose of improving Street & Utilities

(type of public improvement)

in the public right-of-way upon which the following described premises abut, and the undersigned expressly waive all present and future opposition or remonstrances against improvement of said Street & Utilities

(type of public improvement)

and the assessments therefor whether now or in the future undertaken pursuant to Chapter 223 Oregon Revised Statutes.

This consent and waiver shall run with the title to said lands and be binding upon the undersigned and all successor owners for a period of fifteen (15) years from the date hereof with respect to the following described premises:

See Exhibit Attached "A"

DATED this 6<sup>th</sup> day of April, 1988.



[Signature]  
x Jacquie Fisher

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

On this 6<sup>th</sup> day of April, 1988, personally appeared the above named James L. Fisher & Jacquie L. Fisher and acknowledged the foregoing instrument to be their voluntary act and deed.  
Before me:

Robert A. Barstall  
Notary Public for Oregon  
My commission expires 10-24-91

EXHIBIT A

LEGAL DESCRIPTION

CONSENT AND NON-REMONSTRANCE COVENANT

A parcel of land situated in the Northwest One-Quarter of Section 32, Township 2 South, Range 1 West, Willamette Meridian, in the City of Sherwood, Washington County, Oregon, being a portion of the land described in Deed, dated September 10, 1895, from J. C. Smock, et ux, to the Oregon and California Railroad Company (now Southern Pacific Transportation Company), recorded January 31, 1896 in Deed Book 43 at page 459, deed records of said Washington County, more particularly described as follows:

Beginning at the intersection of northeasterly right-of-way line of S. Pine Street (being 60 feet in width) and the southeasterly right-of-way line of N.E. Oregon Street (being 40 feet in width); thence North 47°45' East, along the said southeasterly right-of-way line of N.E. Oregon Street to a point that is South 47°45' West 250.00 feet from the most southerly northwest corner of said land described by Deed recorded in Deed Book 43 at page 459, deed records of Washington County, said point being the TRUE POINT OF BEGINNING; thence continuing North 47°45' East, along the said southeasterly right-of-way line, 250.00 feet to the said most southerly northwest corner; thence continuing along the said southeasterly right-of-way line North 67°28'20" West 5.47 feet to the most northerly northwest corner; thence leaving the said southeasterly right-of-way South 42°15' East 88.15 feet; thence North 47°45' East 35.00 feet; thence South 0°00'38" East 54.03 feet; thence South 47°45' West 253.83 feet; thence North 42°19'15" West 130.00 feet to the TRUE POINT OF BEGINNING.

STATE OF OREGON }  
County of Washington } SS

I, Donald W. Mason, Director of Assessment and Taxation 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 of said county.

Donald W. Mason, Director of Assessment and Taxation, Ex-Officio County Clerk

2

1988 APR 26 PM 1:19

Recorded Document

1988-017246

Consent & Nonremonstrance -  
Pine & Oregon St - J&J Fisher to  
City  
Reference pages

Not a part of record. For reference use only.

WHEREAS, THOMAS L. STERN and GLADYS C. STERN, husband and wife, hereinafter called owners, are the owners of certain real property in the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, the same fronting along the Six Corners-Scholls county road, and said owners desire to obtain city water service for use in connection with said lands;

WHEREAS, THE CITY OF SHERWOOD, hereinafter termed the city, in Washington County, Oregon, acting by and through its council and the undersigned officers, duly authorized as such, is willing to authorize and permit the owners to have constructed an extension of the nearest city water main, the present terminus of which is located on the property of the St. Paul Lutheran Church in the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of said Section 30, at a point approximately 130 feet southerly from the boundary of the Six Corners-Scholls county road, subject to the terms and conditions hereof;

NOW THEREFORE in consideration of the foregoing promises and the payments and obligations hereinafter set forth, the owners and the city agree as follows:

1. The owners shall pay such portion of the cost of extending such line as the City may require but not to exceed the sum of \$ \_\_\_\_\_, or shall furnish the pipe and cost of labor not to exceed the sum of \$ 1218.76 } \$1533.76  
labor 315.00

2. The City does hereby authorize and permit the connection of said line extension to its main at the aforesaid terminus on the said church property and the construction of an extension line from said terminus north to the Six Corners-Scholls road right-of-way, thence along the southerly and westerly lines of said right-of-way north to the property of the owners, said line to be galvanized iron 2 inch pipe laid according to the city's directions.

3. The owners shall pay to the city the usual connection and service charges for said water service and shall be entitled to receive water from the city through said facilities subject to the availability of water and the prior rights of users within the corporate limits of the city and further subject to any other priorities accorded users outside of the city heretofore.

4. The said pipeline extension from the terminus of the present city main on the said church property to the <sup>intersection thereof with</sup> south boundary line of the Six Corners-Scholls road shall be and become the property of the City of Sherwood absolutely and the remainder of said line from the junction thereof with the south line of said road to the terminus of the extension at the property of the owners shall be maintained by the owners and shall be considered the owners' property subject always to the rules and regulations for the use thereof prescribed by the city for a period of ten (10) years from the date of this contract, at the expiration of which said pipeline extension shall throughout its length be the property of the City of Sherwood, and the owners shall be relieved of maintenance thereof after said ten-year period.

5. During said period of ten (10) years from the date hereof, in the event any other user shall petition the city to connect to that portion of the extension within the boundaries of the said road, such connection may be authorized by the city according to the city's rules and regulations and subject to its connection and service charges only to the extent that such connections do not interfere with the use of water from said extension by the owners herein or unreasonably diminish the owners' water supply through said extension, and provided said applicant or applicants shall pay to the owners herein, or either of them with right of survivorship, in partial reimbursement of the owners' cost in having said line constructed such sum as the owners may deem acceptable and approve in writing at the owners' sole discretion.

THE ORIGINAL COPY OF THIS INSTRUMENT IS FILED IN THE OFFICE OF THE COUNTY CLERK OF WASHINGTON COUNTY, OREGON, AND SHALL BE CONSIDERED AS THE ORIGINAL COPY OF THIS INSTRUMENT FOR ALL PURPOSES.

6. This contract shall be considered a covenant for the benefit of and running with the lands of the owners in said Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 30, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon, and shall be in full force and effect for a period of ten (10) years from the date hereof, whereupon as aforesaid the said extension in its entirety shall become the property of the City of Sherwood.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 5<sup>th</sup> day of ~~September~~ <sup>December</sup>, 1957.

Thomas L. Stern  
Thomas L. Stern, Owner

Gladys C. Stern  
Gladys C. Stern, Owner

THE CITY OF SHERWOOD

By [Signature]  
Title Mayor

By H. S. Albert  
Title Recorder