

AN ORDINANCE TO LEVY AN ASSESSMENT AGAINST THE PROPERTY SPECIFICALLY BENEFITTED BY A SEWER CONNECTION AT 2310 WAVERLY DRIVE SE AND DECLARING AN EMERGENCY.

SECTION 1. The sewer connection as referred to in this ordinance is to provide a sewer connection to serve the structure at 2310 WAVERLY DRIVE SE located on the property described as follows:

ACREAGE
11-3W-17A-1003
#113486

Beginning at a point on the West line of South Waverly Drive, North 1° 39' West, 20.50 feet from the South line of the Jordan C. Sinkhart Donation Land Claim No. 50 in Township 11 South, Range 3 West of the Willamette Meridian, thence North 1° 39' West along said West line 70.0 feet; thence North 89° 49' West, parallel with the South line of said Donation Land Claim, 130.0 feet; thence South 1° 39' East parallel with the West line of South Waverly Drive, 70.0 feet; thence South 89° 49' East, 130.0 feet to the point of beginning.


SECTION 2. The sewer connection and the assessment for the same shall be levied according to the provisions of Albany Municipal Code, Section 10.08.40 and all applicable sections of Chapter 15.08 through 15.12 inclusive.

SECTION 3. The total cost of the sewer connection is as follows:
\$279.78

SECTION 4. The City Recorder is hereby directed to enter a statement of the assessments as above provided in the docket of the City Liens and give notice thereof as provided by law.

SECTION 5. Inasmuch as this ordinance is necessary for the immediate preservation of the peace, health and safety of the City of Albany, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect immediately upon passage by the Council and approval by the Mayor.

Passed by the Council: January 28, 1976
Approved by the Mayor: January 28, 1976
Effective Date: January 28, 1976



Mayor

ATTEST:



City Recorder

ANNEXATION AGREEMENT

This agreement signed this 13 day of January, 1976, by Joseph L. Ivers & Flora J. Ivers who are owners of the record of the following described property: (see attached)

and by the City of Albany, Oregon, a municipal corporation, agree to the following:

For valuable consideration paid by each part to the other, receipt and sufficiency of which is hereby acknowledged by the respective recipients thereof, it is mutually agreed as follows:

- (1) The owner of the above-described property agrees that this agreement is an irrevocable petition to annex to the City of Albany, and it is understood that the City of Albany will annex the above property when it can legally do so.
- (2) The City of Albany agrees to extend sewer service to the above-described property, subject to normal assessments, connection fees, etc., as provided by City code as if the property were already inside the City.
- (3) The owner of the property agrees to pay the monthly sewer rate.
- (4) The owner agrees that the sewer extends to only one connection within subject property and cannot be extended to any other property.
- (5) It is agreed that if the above-described property is sold, that the covenants herein made by the owners shall be the obligation of the subsequent owners of the property, regardless of whether they shall be signators to this agreement.
- (6) If the actions required of the owner are not completed as agreed, the City shall have the right to discontinue sewer service to the served property upon ninety (90) days' written notice.
- (7) This agreement shall run with the land above described.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

OWNER: Joseph L. Ivers
Flora J. Ivers

CITY OF ALBANY
by David C. Hayes, Mayor
ATTEST: Ernest W. Scham
City Recorder

State of Oregon) ss Acknowledgment
County of Linn)