

61100

South Suburban Sanitary District
1818 Derby Street
Klamath Falls, Oregon 97603

Klamath Falls
Product
Vol. 180 Page 7828

Gentlemen:

The undersigned hereby requests to pay the assessment of \$ 4,894.13 for improvements of the district against the property, hereinafter described, in five annual installments. The interest rate on the unpaid balance will be 9.775 the first year. Thereafter the interest rate will be set at a rate of one-half percent higher than that the District is receiving on it's Certificates of Deposit at commercial banking institutions on the first banking day of each succeeding year.

The property owned by the undersigned subject to said assessment is described as follows:

SE 1/4 NW 1/2 TWSHP 39S R. 09E W.M. SEC. 10

Lots 1 and 20 Block 3 Third Addition to Altamont Acres.

41-3909-10BD-2100 Deed M81-11598

The first installment on said assessment shall be due on the 15th day of December 1984, and each subsequent installment shall be due on the same said date during the next four consecutive years. Annual installments will be \$1,169.37 *no* *Out on* *the* *payment* with the last installment slightly higher or lower depending on future interest rates.

All payments are to be made to South Suburban Sanitary District, 1818 Derby Street, Klamath Falls, Oregon 97603.

Dated this 8 day of November 19 84...

Barbara L. Johnson

Stephen R. Johnson

APPROVED by South Suburban Sanitary
District the 9 day of November 19 84.

Roger C. Rivenes
Roger C. Rivenes
General Manager

NOTE: This application must be signed and returned to the district's office within 10 days of the date of receipt of the notice of assessment issued by South Suburban Sanitary District. Upon approval by the district, a copy of this application will be returned to you.

SOUTH SUBURBAN SANITARY DISTRICT
1818 Derby Street
Klamath Falls, Oregon 97601

SEWER LINE EXTENSION AGREEMENT

THIS AGREEMENT is made between SOUTH SUBURBAN SANITARY DISTRICT, an Oregon local improvement district, hereinafter referred to as the DISTRICT, and KLAMATH FRUIT AND PRODUCE, hereinafter referred to as the COMPANY.

RECITALS

1. The District is engaged in the collection and treatment of sewage.
2. The Company is the owner of certain property within the boundaries of the District, described as lots 1 and 20 Block 3 Third Addition to Altamont Acres.
3. The Company is in the process of developing the above described property.
4. It is essential to the Company's plan of development that provision be made for the collection and treatment of sewage originating on the property.
5. The Company desires that the District provide sewage collection and treatment facilities to be constructed on the above described property.

For the reasons recited above, and in consideration of the mutual promises and covenants contained in this agreement, the parties agree as follows:

SECTION ONE

SERVICES PROVIDED BY THE DISTRICT

- a. The District shall construct within the Onyx Street right of way, an eight inch sewer collection line from the District's

AGREEMENT -1-

SOUTH SUBURBAN SANITARY DISTRICT
1818 Derby Street
Klamath Falls, Oregon 97601

7830

existing collection system on Austin Street a distance of approximately 350 feet.

b. Following the construction of the sewage collection line and its connection to the Company's facilities, the District shall provide gravity flow sewage collection and treatment services for sewage originating on the Company's property.

SECTION TWO OBLIGATIONS OF THE COMPANY

a. The Company shall reimburse the District for the total expense of construction, connection, and testing of the eight-inch sewer line. That expense is currently estimated to be \$4,560.00. In the event that the total cost of construction, connection, and testing of the sewer line exceeds that sum, the Company may request an itemization of the construction costs. The reimbursement by the Company of the District's total construction costs shall be made in five equal installments. The first such installment shall be made immediately upon the completion of construction. The remaining four installments shall be made annually, on or before the anniversary of the initial payment. All unpaid installments shall accrue interest as provided herein. The unpaid balance of the construction costs shall accrue interest at the annual rate of 9.775 percent during 1984. Thereafter, the annual interest rate will be set at a rate of one-half of one percent higher than the highest rate of interest that the District is receiving on its certificates of deposit at commercial banking institutions, on the first banking day of each succeeding year.

b. The Company shall only discharge sanitary waste into the

District's sewage collection and treatment system, Without written permission from the District, there shall be no discharge of industrial waste into the District's collection system. Storm waters shall not be permitted to enter the system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the sanitary sewer system.

SECTION THREE

PRORATED REFUND TO THE COMPANY

The sewer line, which is the subject of this agreement, will run adjacent to the property of third parties who are not presently receiving sewage services from the District. The District has authority pursuant to its Ordinance No. 28, to require those third parties to refund to the Company a prorata share of the construction costs. The District shall require third parties connecting to the subject sewer line to refund to the Company a prorata share of the construction cost. The amount of the prorata share shall be determined by the District. Said reimbursement shall continue until all of the Company's prorata share has been refunded or five years from the completion of construction, whichever comes first.

SECTION FOUR

OWNERSHIP OF FACILITIES

The facilities to be provided by the District as set forth herein, shall be and remain the sole property of the District and shall be operated and maintained by the District at its sole expense.

SECTION FIVE

EFFECTIVE DATE OF AGREEMENT

This agreement shall be come effective immediately upon its ratification by the District's Board of Directors and its execution

7832

by a duly authorized officer of the Company. This agreement shall be governed by the laws of the State of Oregon and the rules and regulations relating to local improvement districts.

SECTION SIX

BINDING EFFECT OF AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

Date: 8/9/84

SOUTH SUBURBAN SANITARY DISTRICT

By: Roger C. Puerin General Manager
Title

Date: Aug. 8, 1984

KLAMATH FRUIT AND PRODUCE

By: Mark E. Johnson - Owner
Title

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ day
of May A.D. 19 86 at 2:59 o'clock P. M., and duly recorded in Vol. 486
of _____ Deeds on Page 7828

FEE \$21.00

Evelyn Blahn, County Clerk
By: [Signature]

AGREEMENT -4-

SOUTH SUBURBAN SANITARY DISTRICT
1818 Derby Street
Klamath Falls, Oregon 97601