

# Council Business Meeting

**November 21, 2017**

**Title:** Approval of Sewer Connection on a Property within the Urban Growth Boundary Outside City Limits

**From:** Paula C. Brown, PE                      Public Works Director  
[paula.brown@ashland.or.us](mailto:paula.brown@ashland.or.us)

## **Summary:**

Before Council is a request for approval of a connection to the City's sewer system for a property located outside of the city limits but within the urban growth boundary (UGB). Scott Brown and Jennifer Mortimer-Lamb, property owners of 3103 East Main Street, have requested a City sewer connection for the property in question due to a failing septic system. The Oregon Department of Environmental Quality (DEQ) has informed the property owners that they are unable to gain approval of an alternate on-site septic system as they are within 300 feet of an available sewerage service. As such they are therefore required to connect into city sewer.

Ashland Municipal Code (AMC) Section 14.08.030 lists the conditions and requirements for connection of properties located outside the City limits but within the Urban Growth Boundary (UGB). This application currently meets all conditions of the code for connection to the City sewer system.

## **Actions, Options, or Potential Motions:**

Council should move to approve the request to connect the property at 3103 East Main Street to the City sewer system.

The alternative to approving this request puts the City and property owners at risk of not meeting the intent of OAR 340-071-0185 regarding proper decommissioning of septic system when a sewerage system is available.

## **Staff Recommendation:**

Staff recommends approval of Scott Brown and Jennifer Mortimer-Lamb's request to connect the property at 3103 East Main Street to the City sewer system.

The application meets all requirements set forth in AMC 14.08.030; there is adequate capacity in the sewer system; and there is a financial and environmental benefit to the City for the connection.

## **Resource Requirements:**

Property owners with properties located outside the city limits, who connect to the City sewer system, are required to pay sewer system development fees (SDC). In this instance the property is commercial and is assessed by total number of fixture units. In addition, this location will pay an established monthly service fee for the sewer connection that is 1.5 times that of a property inside city limits.

The prior property owner, Shannon Beebe, previously paid for recording the consent to annexation and consent not to subdivide as this property was granted City connection to water in 2007 (City Council meeting August 7, 2007).

### **Policies, Plans and Goals Supported:**

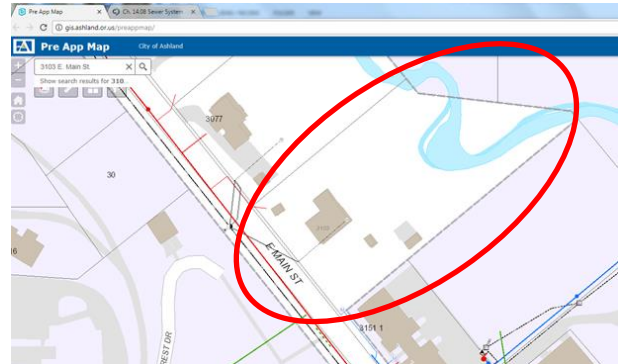
Department Goals:

- Maintain existing infrastructure to meet regulatory requirements and minimize life-cycle costs
- Evaluate all city infrastructure regarding planning management and financial resources

### **Background and Additional Information:**

#### **Property Use:**

The property is zoned County Rural Residential 5 Acres (RR-5), is a 1.79 acre single family residence. The property is within the Ashland Airport Overlay zone. Neil Creek runs through the northern portion of the property and the resulting flood plain occupies nearly half the lot.



#### **Current System Description:**

The current sanitary sewer condition at 3103 East Main Street requires a prompt resolution to avoid possible environmental pollution. The septic system that supports the property no longer functions properly. DEQ will not issue a permit for repair or replacement of the existing system if an option to connect to the public system exists within 300 feet. This property is less than 300' to a 10 inch city main line connection.

#### **Impact to the City System:**

An occupied dwelling or building located outside the City of Ashland and inside the urban growth boundary may be connected to the sewer system when such connection is determined by the Ashland City Council to be in the best interest of the City of Ashland and to not be detrimental to the City's sewerage facilities. This property is easily served and will have negligible impact to the system.

The system development charges (SDC) for a residential property is determined by the total residential square footage. According to County maps, this residential unit is 1920 SF. Based upon City Resolution 2016-37, Wastewater SDCs, the SDC calculation is 1920SF x \$2.028 for a total of \$3893.76.

#### **Adherence to Ashland Municipal Code 14.08.030**

*An occupied dwelling or building located outside the City of Ashland and inside the urban growth boundary may be connected to the sewer system when such connection is determined by the Ashland City Council to be in the best interest of the City of Ashland and to not be detrimental to the City's sewerage facilities. Such connection shall be made only upon the following conditions:*

- A. *The applicant for sewer service pays the sewer connection fee and the systems development charges established by the City Council. **Applicant understands this requirement (see attachment 1B).***
- B. *In the event a dwelling or building connected to the sewer system is subsequently replaced for any reason, then the replacement dwelling or building may connected to the sewer system of the City as long as the use of the sewer system will not be increased as determined by the Director of Public Works. **Will flag for future.***
- C. *The applicant shall be responsible for the full cost of extending the City of Ashland sewer main or line to the property for which sewer service is being requested. **Applicant understands this requirement.***
- D. *The applicant shall secure, in writing, statements from Jackson County Health Department (now DEQ) that the existing sewage system has failed and that the provision of sewer by the City of Ashland does not conflict with the Jackson County Comprehensive Plan support documents, rules, or regulations. **Done (see attached 1-B)***
- E. *The applicant furnish to the City a consent to the annexation of the land, signed by the owners of record and notarized so that it may be recorded by the City and binding on future owners of the land. **Previous owner (see attachment 2)***
- F. *The applicant shall provide for the payment to the City by the owners, at the time of annexation, an amount equal to the current assessment for liabilities and indebtedness previously contracted by a public service district, such as Jackson County Fire District No. 5, multiplied by the number of years remaining on such indebtedness, so that the land may be withdrawn from such public service districts in accord with ORS 222.520 and at no present or future expense to the City. **Required at time of annexation.***
- G. *The owner shall execute a deed restriction preventing the partitioning or subdivision of the land prior to annexation to the City. **Previous owner (see attachment 2)***
- H. *That the land is within the Urban Growth Boundary. **Verified by staff.***

This application can and/or does meet all of the above listed criteria. The owner has been provided signed copies of the consent to annexation and the restrictive covenant restricting subdividing or partitioning the property until such time as it is annexed into the city.

#### **Next Steps:**

Once approved, the applicant will need a city permit to connect to the sewer. City staff will inspect the connection once complete.

#### **Attachments:**

- 1. Letter from property owner with
  - a. DEQ notice and
  - b. SOS Plumbing Estimate to complete the work
- 2. Copy of original property recording of consent to annexation and consent not to subdivide (Shannon Beebe)

**Scott Brown  
Jennifer Mortimer-Lamb  
3103 East Main Street  
Ashland OR 97520  
541-621-0103**

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November 8, 2017

City of Ashland  
20 East Main St  
Ashland, Oregon 97520

Re: Request: City of Ashland Sewer Hook Up  
Property: 3103 East Main Street, Ashland OR 97520  
Owners: Scott Brown and Jennifer Mortimer-Lamb

Dear City of Ashland:

This letter will represent our request for City Sewer Service hook up at the above noted address. Enclosed as requested, is letter from Oregon Department of Environmental Quality (DEQ), dated October 25, 2017, concluding that our septic system suitability has been denied. Also enclosed is a current bid from SOS Plumbing, Inc. ("SOS"), in the amount of \$12,700.00, representing the cost of a sewer system hook up.

Please consider this request at the soonest available e council meeting. If you require any further information, please do not hesitate to contact us.

Sincerely,

  
\_\_\_\_\_  
Jennifer Mortimer-Lamb

/jml  
Enclosures - as stated.

Via Email: <a href="mailto:council@ashland.or.us">council@ashland.or.us</a> City of Ashland 20 East Main St Ashland, Oregon 97520 <u>Attention: City Council</u>	Via Email: <a href="mailto:administration@ashland.or.us">administration@ashland.or.us</a> City of Ashland City Administrator 20 East Main Street Ashland, OR 97520 <u>John Karns, Interim City Administrator</u>
Via Email: <a href="mailto:bechtoldk@ashland.or.us">bechtoldk@ashland.or.us</a> City of Ashland City Attorney 20 East Main Street Ashland, OR 97520 <u>Attention: Kristine Bechtold - Paralegal</u>	Via Email: City of Ashland Planning Department 20 East Main Street Ashland, OR 97520 <u>Attention:</u>



# Oregon

Kate Brown, Governor

Department of Environmental Quality  
Western Region Medford Office  
221 Stewart Avenue, Suite 201  
Medford, OR 97501  
(541) 776-6010  
FAX (541) 776-6262  
TTY 711

October 25<sup>th</sup> 2017

Scott Brown  
3103 East Main St  
Ashland OR, 97530

RE: Site Evaluation for septic system suitability: DENIAL  
Application # 248-17-001164

**Mr. Brown:**

In response to your Site Evaluation application, the undersigned representative of the Department of Environmental Quality (DEQ) visited the above described property on October 23<sup>rd</sup>, 2017 to determine suitability for an on-site sewage treatment (septic) system. My evaluation determined that your site cannot be approved for the installation of a standard or alternative septic system. The following are specific limitations to your site and the applicable Oregon Administrative Rules (OAR):

340-071-0185 (1)(a) The sewerage system becomes available ...

\*The main determining factor of the denial was that there was a sewerage system available within 300 ft of the property.

You may request additional evaluations on a different area on your property within the next ninety days at no additional fee. Additional test pits must be provided. You must notify this office when these pits are ready for inspection.

You can apply for a denial review to have the site re-evaluated by other staff if an application and the appropriate fee is submitted in writing within the next sixty (60) days.

You can apply for a variance to the on-site rules. A variance application must be filled out in full and accompanied by all of the required exhibits and the appropriate fee. It is the applicant's responsibility to present the supportive facts and the reasoning which you feel justifies the granting of the variance.

If you have any questions or if I can be of any help, call me at 541-776-6130 or email at [hurley.david@deq.state.or.us](mailto:hurley.david@deq.state.or.us).

Sincerely,

David Hurley  
Natural Resource Specialist

# Proposal

## S.O.S. Plumbing Inc.

206 S. Pacific Hwy.

Talent, Or 97540

541 779-3472 541 488-2680 Fax 541-535-3964

May 31, 2017

Reference #: 23604-78450

SP: SCOTT T

Due Date: 6/30/2017

Scott Brown

3103 E Main St

Ashland, OR 97520

### Job Name:

3103 E Main St

3103 E Main St

Ashland

### We Hereby Submit Specifications And Estimates For:

Installation of a sewage ejector system for the residence located at 3103 East Main Street outside of Ashland and connecting it to the City of Ashland sewer main in East Main Street.

The work will include:

- Purchasing permits from the City of Ashland Engineering Department and Jackson County Building Department
- Securing a no-cost permit from the Jackson County Roads Department
- Installing a sewage ejector pump and pit adjacent to the home
- Cutting and removing a strip of asphalt across East Main Street to accommodate excavation
- Trenching from the ejector pit to the city sewer main on the other side of East Main
- Hauling away soil excavated from the road
- Installing the pressure discharge line from the pit to the city sewer main
- Backfilling the trench after inspections. The trench in the road will be backfilled with rock and slurry as per County standards. The trench in the yard will be backfilled with native soil.
- Pumping the septic tank and decommissioning it
- Replacing the strip of asphalt that was removed from the road

PLEASE NOTE:

- THIS PROPOSAL DOES NOT INCLUDE GETTING POWER TO THE PUMP AND ALARM. BOTH WILL NEED AN OUTLET NEXT TO THE PIT, PERFERABLY ON SEPARATE CIRCUITS
- ANY UNMARKED PRIVATE IRRIGATION OR UTILITY LINES THAT HAPPEN TO BE DAMAGED DURING THE COURSE OF WORK WILL BE REPAIRED AND MAY BE BILLED OUT AS A TIME-AND-MATERIALS EXTRA AT OUR NORMAL EXCAVATION DEPARTMENT RATES

**We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:   \$12,710.00**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date .

<b>Authorized</b>	<b>Acceptance</b>	
<b>Signature</b> _____	<b>Signature</b> _____	<b>Date</b> _____





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I, Kathleen S. Beckett, County Clerk for Jackson County, Oregon,  
certify that the instrument identified herein was recorded in the Clerk  
records.

Kathleen S. Beckett - County Clerk

**FIRST PAGE RECORDING REQUIREMENT:****NAME OF TRANSACTION: IRREVOCABLE CONSENT TO****NAME OF PARTIES: GRANTOR: SHANNON BEEBE****GRANTEE: CITY OF ASHLAND**

**DOCUMENT TO BE RETURNED TO:** BARBARA CHRISTENSEN, CITY RECORDER  
CITY OF ASHLAND  
20 E. MAIN STREET  
ASHLAND, OR 97520

**TRUE & ACTUAL CONSIDERATION:** \$ 0

**UNTIL A CHANGE IS REQUESTED,  
SEND TAX STATEMENT TO:** BARBARA CHRISTENSEN  
CITY RECORDER  
CITY OF ASHLAND  
20 E. MAIN STREET  
ASHLAND OR 97520

**CITY OF ASHLAND  
ENGINEERING DIVISION**

**IRREVOCABLE CONSENT TO ANNEXATION**

The undersigned, referred to in this document as "Owner" whether singular or plural, owns or is the purchaser under a recorded land sale contract of real property in Jackson County, Oregon, described below and referred to in this document as "the property":

See attached Exhibit "A"

In consideration of the City of Ashland permitting the connection of Owner's building sewer from the residence on the property to the sewer system of the City of Ashland, Owner declares and agrees that the property shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions which shall constitute covenants running with the land and shall be binding on all parties, their heirs, successors and assigns, having any right, title, or interest in the property or any part thereof:

**Whenever a proposal to annex the property is initiated by the City of Ashland or otherwise, Owner shall consent and does consent to the annexation of the property to the City of Ashland. Owner agrees this consent to annexation is irrevocable.**

Dated this 14 day of August, 2007.

Signature: \_\_\_\_\_

Shannon Beebe

\_\_\_\_\_, Owner

State of Oregon     )  
                              )  
County of Jackson    )     ss:

Personally appeared the above named Shannon Beebe and acknowledged the foregoing instrument to be ~~his~~ voluntary act and deed.

HER

B. Boswell

Notary Public for Oregon

My Commission expires: 4-7-09

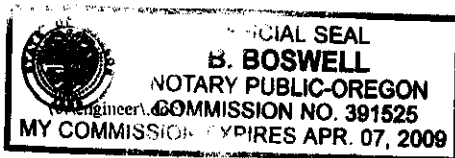


EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE COUNTY OF JACKSON, AND STATE OF OREGON, TO WIT:

COMMENCING AT THE EAST-SOUTHEAST CORNER OF DONATION LAND CLAIM NO. 52 TOWNSHIP 39 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON; THENCE WEST 1391.8 FEET; THENCE NORTH 1233.3 FEET TO A 5/8" IRON PIN LOCATED ON THE NORTHEASTERLY BOUNDARY OF EAST MAIN STREET FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 50° 28' EAST 461.91 FEET TO INTERSECT THE SOUTHWESTERLY BOUNDARY OF THE CITY OF ASHLAND AIRPORT PROPERTY AS DESCRIBED IN VOLUME 576, PAGE 172 OF THE DEED RECORDS OF JACKSON COUNTY, OREGON; THENCE ALONG SAID AIRPORT PROPERTY BOUNDARY, NORTH 39° 32' WEST 224.84 FEET; THENCE ALONG SAID AIRPORT PROPERTY BOUNDARY NORTH 83° 27' WEST 230.68 FEET; THENCE ALONG SAID AIRPORT PROPERTY BOUNDARY NORTH 39° 32' WEST 28.06 FEET; THENCE SOUTH 50° 28' WEST A DISTANCE OF 290.0 FEET, MORE OR LESS, TO THE NORTHEASTERLY BOUNDARY OF EAST MAIN STREET; THENCE ALONG SAID STREET BOUNDARY, SOUTH 38° 44' EAST 419.17 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST-SOUTHEAST CORNER OF DONATION LAND CLAIM NO. 52, TOWNSHIP 39 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON; THENCE WEST 1391.8 FEET; THENCE NORTH 1233.2 FEET TO A 5/8" IRON PIN LOCATED ON THE NORTHEASTERLY BOUNDARY OF EAST MAIN STREET OF THE TRUE POINT OF BEGINNING; THENCE NORTH 50° 28' EAST 461.91 FEET TO INTERSECT THE SOUTHWESTERLY BOUNDARY OF ASHLAND AIRPORT PROPERTY AS DESCRIBED IN VOLUME 576, PAGE 172 OF THE DEED RECORDS OF JACKSON COUNTY, OREGON; THENCE ALONG SAID AIRPORT PROPERTY BOUNDARY NORTH 39° 32' WEST 210.0 FEET; THENCE SOUTH 50° 28' WEST 460.0 FEET MORE OR LESS, TO THE NORTHEASTERLY BOUNDARY OF EAST MAIN STREET; THENCE ALONG SAID STREET BOUNDARY, SOUTH 38° 44' EAST TO THE TRUE POINT OF BEGINNING.



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**FIRST PAGE RECORDING REQUIREMENT**

I, Kathleen S. Beckett, County Clerk for Jackson County, Oregon,  
certify that the instrument identified herein was recorded in the Clerk  
records.

Kathleen S. Beckett - County Clerk

**NAME OF TRANSACTION: RESTRICTIVE COVENANT****NAME OF PARTIES: GRANTOR: SHANNON BEEBE****GRANTEE: CITY OF ASHLAND**

**DOCUMENT TO BE RETURNED TO:** BARBARA CHRISTENSEN, CITY RECORDER  
CITY OF ASHLAND  
20 E. MAIN STREET  
ASHLAND, OR 97520

**TRUE & ACTUAL CONSIDERATION:** \$ 0

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SEND TAX STATEMENT TO:** BARBARA CHRISTENSEN  
CITY RECORDER  
CITY OF ASHLAND  
20 E. MAIN STEET  
ASHLAND OR 97520

CITY OF ASHLAND  
ENGINEERING DIVISION

RESTRICTIVE COVENANT

The undersigned for themselves, their heirs, assigns, executors, and administrators covenant with the City of Ashland, Oregon, with respect to the land as described and set forth in Exhibit "A", attached hereto and by this reference made a part hereof, that they will not partition, subdivide, nor apply for a partition or subdivision, nor will they lease, rent, give an option to buy or allow the use of less than the whole of the land as described in Exhibit "A". Upon annexation of the land described in Exhibit "A" to the City of Ashland, their Restrictive Covenant shall automatically terminate.

The undersigned warrant and represent to the City of Ashland that they are the owners or contract purchasers of land situated in County of Jackson, State of Oregon and as described in Exhibit "A", as set forth herein above.

The covenant contained herein shall run with the land as described in the attached Exhibit "A" and shall also inure to the benefit of the City of Ashland, Oregon.

The consideration for this covenant is the furnishing of sewer services to the land set forth in Exhibit "A" while it is outside the City of Ashland, by the City of Ashland Oregon.

Dated this 14 day of August, 2007.

Signature:

Shannon Beebe  
\_\_\_\_\_, Owner

State of Oregon       )  
                                  )  
County of Jackson    )       ss.

Personally appeared the above named SHANNON Beebe and acknowledged the foregoing instrument to be her voluntary act and deed.

B. Boswell

Notary Public for Oregon

My Commission expires: 4-7-09

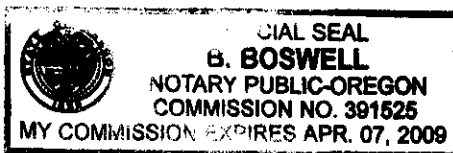


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## AGREEMENT FOR PURCHASE OF CITY WATER

Agreement made this 31 day of August, 2007, between the city of Ashland, Oregon ("City") and Shannon Lea Beebe ("Beebe").

### RECITALS

- A. Beebe owns property outside the city and desires connection to City's water supply system for a dwelling owned by Beebe located on the following described property:

See attached Exhibit A

- B. Connections to City's water system for dwellings located outside the city are authorized by Resolution No. 97-27 where the council finds:
1. The connection is determined to be in the best interest of the City of Ashland and not to be detrimental to City's water facilities or resources.
  2. The applicant secures, in writing, a statement from the Environmental Health Division and Health Department of Jackson County, Oregon that the existing water system for the premises has failed.
  3. The failed water system cannot feasibly be repaired or improved and there is no other feasible source of water for the premises.
  4. An Ashland water main or line exists within one hundred (100) feet of the premises.
  5. The connection is to premises within City's urban growth boundary.
- C. On August 7, 2007, City Council made such findings and authorized the connection on the terms and conditions contained within this Agreement.

City and Beebe agree:

1. Water Sale: City shall supply to Beebe a 3/4" residential water service from its water system for the dwelling located on Beebe's property described above. The water service shall be provided to Beebe's southeasterly boundary line from the existing water main located on the north side of East Main St.

2. Fees and Charges to be Paid by Beebe:

- a. Beebe shall pay City's water connection fee for connections outside City and the systems development charges established by City.
- b. City shall supply a water meter at a location to be determined by City to measure the volume of water delivered to the property and Beebe shall pay for all water delivered to the property through such meter at those rates established by City for customers served outside City.
- c. Payment by Beebe shall be made upon receipt of billing by City. If the bill is not paid by the next billing date, a notice complying with the then-current regulations for utility notices shall be given stating that service will be disconnected if the bill is not paid by the date specified.

3. Terms of Service:

- a. Beebe shall comply with all ordinances of City related to water service and use. City shall have the right to terminate service for failure to comply with such ordinances upon ten (10) days notice to Beebe.
- b. Failure to pay for charges when due shall automatically become a lien upon the property.
- c. A memorandum of this contract shall be recorded in the county deed records with the cost of recording to be paid by Beebe.
- d. In the event dwellings or buildings connected to the water system are subsequently replaced for any reason, the replacement building or dwelling may continue to be connected to the water system of City as long as the use of the water system will not be increased as determined by the Director of Public Works.
- e. Beebe shall furnish to City a consent to the annexation of the premises and a deed restriction preventing the partitioning or subdivision of the land prior to annexation to City, signed by the owners of record and notarized so that it may be recorded by City and binding on future owners of the premises. The cost of recording the deed restriction shall be paid by the property owner.



4. Quantity and Pressure of Water. No liability shall accrue against City arising by reason of shortages in the quantity of water available, lack of water pressure, or interruptions in water deliveries to Beebe for any reason including, but not limited to accidents or failure of City facilities or supply or from any cause beyond City's control including, without limitation, war or acts of God.
5. Default. Time is of the essence of this Agreement. There shall be a default under this Agreement if either party fails to perform any act or obligation required of that party by this Agreement.
  - a. Before declaring a default, the party claiming a failure has occurred shall give written notice to the other party specifying the nature of the breach with reasonable particularity. No default shall occur if the breach is remedied with ten (10) days after the notice is given.
  - b. If the breach specified in the notice is of such a nature that a remedy cannot be completely performed within the ten-day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
  - c. If substantially the same breach for which notice was given recurs within six (6) months, the party injured by such breach may declare a default by giving written notice to the other party specifying the nature of the breach.
6. Remedies. In addition to the remedies specified elsewhere in this Agreement, if a default occurs, the party damaged by the default may elect to terminate this Agreement and pursue any equitable or legal rights and remedies available under Oregon law.

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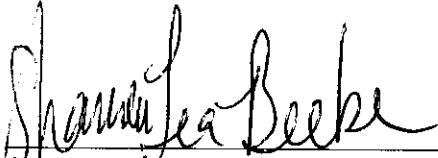
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7. Assignment. Beebe may not assign or subcontract rights or obligations under this Agreement without the written consent of City, which consent shall not be unreasonably withheld.



SHANNON LEA BEEBE  
3103 EAST MAIN STREET  
ASHLAND OR 97520  
(541) 227-9161

City of Ashland, Oregon

By: 

City Administrator

REVIEWED AS TO CONTENT

By: 

City Department Head

Date: 10 SEP 07

REVIEWED AS TO FORM

By: 

Richard Appicello  
Interim City Attorney

Date: 9-11-07

EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE COUNTY OF JACKSON, AND STATE OF OREGON, TO WIT:

COMMENCING AT THE EAST-SOUTHEAST CORNER OF DONATION LAND CLAIM NO. 52 TOWNSHIP 39 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON; THENCE WEST 1391.8 FEET; THENCE NORTH 1233.3 FEET TO A 5/8" IRON PIN LOCATED ON THE NORTHEASTERLY BOUNDARY OF EAST MAIN STREET FOR THE TRUE POINT OF BEGINNING; THENCE NORTH 50° 28' EAST 461.91 FEET TO INTERSECT THE SOUTHWESTERLY BOUNDARY OF THE CITY OF ASHLAND AIRPORT PROPERTY AS DESCRIBED IN VOLUME 576, PAGE 172 OF THE DEED RECORDS OF JACKSON COUNTY, OREGON; THENCE ALONG SAID AIRPORT PROPERTY BOUNDARY, NORTH 39° 32' WEST 224.84 FEET; THENCE ALONG SAID AIRPORT PROPERTY BOUNDARY NORTH 83° 27' WEST 230.68 FEET; THENCE ALONG SAID AIRPORT PROPERTY BOUNDARY NORTH 39° 32' WEST 28.06 FEET; THENCE SOUTH 50° 28' WEST A DISTANCE OF 290.0 FEET, MORE OR LESS, TO THE NORTHEASTERLY BOUNDARY OF EAST MAIN STREET; THENCE ALONG SAID STREET BOUNDARY, SOUTH 38° 44' EAST 419.17 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST-SOUTHEAST CORNER OF DONATION LAND CLAIM NO. 52, TOWNSHIP 39 SOUTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN IN JACKSON COUNTY, OREGON; THENCE WEST 1391.8 FEET; THENCE NORTH 1233.2 FEET TO A 5/8" IRON PIN LOCATED ON THE NORTHEASTERLY BOUNDARY OF EAST MAIN STREET OF THE TRUE POINT OF BEGINNING; THENCE NORTH 50° 28' EAST 461.91 FEET TO INTERSECT THE SOUTHWESTERLY BOUNDARY OF ASHLAND AIRPORT PROPERTY AS DESCRIBED IN VOLUME 576, PAGE 172 OF THE DEED RECORDS OF JACKSON COUNTY, OREGON; THENCE ALONG SAID AIRPORT PROPERTY BOUNDARY NORTH 39° 32' WEST 210.0 FEET; THENCE SOUTH 50° 28' WEST 460.0 FEET MORE OR LESS, TO THE NORTHEASTERLY BOUNDARY OF EAST MAIN STREET; THENCE ALONG SAID STREET BOUNDARY, SOUTH 38° 44' EAST TO THE TRUE POINT OF BEGINNING.