

SEPARATE WATER SERVICE AGREEMENT

This "Separate Water Service Agreement" is an Agreement with the PORTLAND WATER BUREAU, Portland, Oregon, to supply two or more buildings and/or land parcels under single ownership through a single water meter, in accordance with City Water Code 21.12.070, 21.16.020 and 21.16.030.

I/we, _____

Am/are the owner(s) of real property located at:
Street address(es):

Described as (Lot, Block Subdivision Plat): _____

Multnomah County Assessor's "Property ID": _____

Multnomah County Assessor's "State ID": _____

Upon which are situated _____ buildings.

In consideration for the provision of water service to the subject buildings and/or land parcels (as identified above) through a single water meter by the Portland Water Bureau of Portland, Oregon, hereinafter referred to as the Bureau, the property owner(s) identified herein and hereinafter referred to as the Owner, hereby agree, in accordance with sections 21.12.070, 21.16.020 and 21.16.030 of the City of Portland Water Code, to the following terms and conditions:

(1) If single ownership of the subject buildings and/or land parcels is divided by sale or otherwise, the Bureau shall be notified by the Owner within 30 days by Certified return receipt mail, and a separate water service and meter shall be obtained within 30 days of such notification, at the expense of the Owner, for each building and/or land parcel having been removed from prior single ownership; the result being that each building and/or land parcel shall be served only by water service(s) and meter(s) unique to that building and/or land parcel (Code 21.12.070);

(2) In default of such notice and service separation, the City may terminate water service to all of the above described buildings and/or land parcels;

(3) As long as all of the subject buildings and/or land parcels are under single ownership by the Owner, the Owner agrees to be responsible for payment of all bills and charges that may accrue to the above described buildings and/or land parcels for water services. In the event of nonpayment by any tenant, lessor, agent or other party, the Owner agrees to be ultimately responsible for payment (Code 21.16.020);

(4) In default of such payment, the Bureau may terminate water service to all of the above described buildings and/or land parcels (Code 21.16.030);

(5) If an association is formed with the ownership of said buildings and/or land parcels being divided, the requirement for separate water service(s) and meter(s) may be waived by the Chief Engineer of the Bureau, provided the association of owners enters into a Master Meter Agreement and designates one of their number who shall be responsible for the payment of all water-related charges and the acceptance of service of all related notices (Code 21.12.185);

(6) It is intended that this Agreement run with the land and be binding upon the heirs, successors and assigns of the Owner;

(7) The Owner shall sign this Agreement and return the Agreement to the Bureau for recording in the County Records of the county in which the property is situated. A copy of the recorded Agreement will be returned to the Owner.

