

HERBERT SWIFT
ROBERT E. SWIFT

SWIFT & SWIFT
ATTORNEYS AT LAW
210 S. COLLEGE STREET
NEWBERG, OREGON 97132

RECEIVED
6/18/93
P. O. BOX 268
TELEPHONE: (503) 538-2188
FAX: (503) 538-4320

June 18, 1993

Terrence D. Mahr, Esq.
City Attorney
CITY OF NEWBERG
Legal Department
414 East First Street
Newberg, Oregon 97132

Re: City of Newberg/Morton H. & Barbara Lowe
Covenant and Restriction Running With the Land
Annexation Contract/Consent to Annex For
Provision for Extraterritorial Service

Dear Terry:

Enclosed herewith please find the above-referenced covenant which was recorded in the Yamhill County Records today. Thank you for your assistance in this matter.

Yours very truly,

SWIFT & SWIFT

Robert E. Swift

RES/jls
LOWE\Mahr.Ltr
Enclosure

cc: Morton H. and Barbara Lowe (Encl: Photocopy of Covenant)

COVENANT AND RESTRICTION RUNNING WITH THE LAND

ANNEXATION CONTRACT CONSENT TO ANNEX FOR PROVISION FOR EXTRATERRITORIAL SERVICE

KNOW ALL MEN BY THESE PRESENTS, that the City of Newberg, a Municipal corporation of the State of Oregon, hereinafter referred to as "the City", and Morton H. Lowe and Barbara Lowe (husband and wife), owners of real property hereinafter referred to as "Owners", make the following agreement.

RECITALS:

1. The Owners of the herein described property have requested water service from the City.
2. The City has agreed to provide water connections for Owners outside the city limits under certain conditions.
3. The City has water lines adjacent to the property.
4. The providing of the water connections outside the City is an extra territorial provision of services.

NOW, THEREFORE, the City and Owners, for mutual consideration, hereby agree as follows:

1. The City shall provide water to the Owners for one (1) residential dwelling unit in accordance with the City ordinances under the conditions and for the fees as provided in said Ordinance or as later amended and provided for in said Ordinance. The property on which the residence is located is the following described real property:

Beginning at the Northwest corner of the William T. Wallace Donation Land Claim, Township 3 South, Range 2 West of the Willamette Meridian; thence South 00° 17' East 638.25 feet along the west line of said claim to the north boundary of tract conveyed to Laurence F. Skene and Rosa Mae Skene, husband and wife, by deed recorded July 1, 1954, in Book 173, page 643, Deed Records, and north side of the County Road; thence North 89° 43' East along said Skene tract 177.0 feet; thence North 00° 17' West parallel to the said claim line 235.6 feet to a steel pipe; thence South 89° 22' East 405.0 feet to the county road; thence North 32° 00' East along the county road to the section line common to sections 7 and 8; thence northerly along the section line to the section corner; thence North 89° 22' West 732.87 feet along the north line of the said claim to the place of beginning.

AFTER RECORDING, RETURN TO:

Swift & Swift
City of Newberg
Attention: Legal Department
414 E. First Street
Newberg, Oregon 97132

1000
008008

STATE OF OREGON)

COUNTY OF YAMHILL) ss.

I hereby certify that this instrument
was received and duly recorded
by me in Yamhill County records.

Instrument

T. J. Miller
CHARLES STERN,
COUNTY CLERK

2. The Owners hereby agree to pay all necessary fees and to file and pursue an application for an amendment to the Newberg Urban Growth Boundary which shall request that the property be included in the Newberg Urban Growth Boundary upon request of the City. Such application shall be filed within thirty (30) days of any written request by the City.
3. The Owners do hereby agree to consent to the annexation of their property within the city limits of the City upon written request by the City. Any necessary application shall be filed within thirty (30) days of any written request by the City. All fees shall be paid by the Owners.
4. The Owners do hereby agree that the City water is to be used for domestic purposes only.
5. Failure to abide by any terms and conditions of said agreement, to pay necessary fees and/or to timely pay any charges for water services shall result in the City being able to discontinue water services to said property and/or seek specific enforcement of the terms and conditions of said agreement.
6. The requirement to apply for the amendment to the Urban Growth Boundary and the consent to annex shall act as a Covenant and Restriction running with the land and shall be binding on all successors with an interest in said property.
7. The Owners shall cause this document to be recorded on the Yamhill County Deed Records and pay all cost of recording.

IN WITNESS WHEREOF, we have executed this document on this 17 day of June, 1993.

CITY OF NEWBERG

By: Duane R. Cole
Duane R. Cole
City Manager

OWNERS

Morton H. Lowe
Morton H. Lowe
Barbara Lowe
Barbara Lowe

STATE OF OREGON)
 :SS
County of Yamhill)

On the 17 day of June, 1993, personally appeared the above-named Morton H. Lowe and Barbara Lowe, and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for OREGON
My Commission Expires: 10/2/94

