

AFTER RECORDING RETURN TO:
City of Newberg - Community Development
PO Box 970 - 414 East First Street
Newberg, OR 97132
(503) 537-1240

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$36.00

00189302200500014830030032

200501483

10:33:30 AM 1/24/2005

DMR-AGRDMR Cnt=1 Stn=3 KENTV
\$15.00 \$10.00 \$11.00

**CONTRACT FOR EXTRA-TERRITORIAL PROVISION
OF WATER SERVICE/ANNEXATION**
(water service outside the City through a water district)

Sunnyacres Water District

(name of water district)
(ORS 221.115)

THIS AGREEMENT is entered into this 23 day of NOV, 2004, by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called "City", and owner(s) of the real property, hereinafter described as "real property", hereinafter called "Owner".

RECITALS:

1. **Owner and Real Property.** The Owner who is requesting service from the City and the real property, which is the subject of this connection are hereinafter described as follows:

- a. **Owner(s) Name:** Beverly Ver Mulm
- b. **Owner(s) Address:** 23895 NE Sunnycrest Road
Newberg, Oregon 97132

REAL PROPERTY:

- c. **Property Address:** 23895 NE Sunnycrest Road
Newberg, Oregon 97132
- d. **Tax Lot No.:** 3324AD-00700
- e. **Legal Description** recorded in Yamhill County Records, Instrument Number 200214589, on July 22, 2002, is hereby referenced and by this reference fully incorporated.

THIS IS AN ACCOMMODATION RECORDING ONLY
IT HAS NOT BEEN EXAMINED AS TO ITS CONTENT
NORTHWEST TITLE COMPANY

05-015

2. **Water District.** The **water district** to which the **real property** is to be connected to provide the water service is Sunnycres Water District hereinafter called **water district**.
3. **Request.** The **Owner** of the **real property** has requested water service from the **City** and permission to connect to the water district, which will supply **City** water to the **real property** located outside the City limits of the City of Newberg.
4. **Hardship Exceptions.** The City Code at Title V, Chapter 52, provides for water connections outside the City limits under certain hardship conditions.
5. **City Council Approval.** Under certain hardship conditions, the City Council has approved this connection by City Resolution No. 2003-2454. The Resolution with attached hardship conditions is hereby referenced and by this reference fully incorporated.

NOW THEREFORE, The **City** and **Owner** for mutual consideration hereby agree as follows:

1. **City Obligations.**
 - A. The **City** does hereby agree to supply water to the **Owner** through the **water district** in accordance with the City Code.
 - B. The **City** consents to the **Owner** connecting to the **water district**.
2. **Owner Obligations.**
 - A. The **Owner** hereby agrees to pay the full cost of extending service to the parcel with all services meeting **City** standards.
 - B. The **Owner** hereby agrees to pay all required systems development charges prior to connecting.
 - C. The **Owner** hereby agrees to pay all water usage charges assessed by the **City** or the **water district**, which are normally assessed on a monthly basis, in accordance with the City Code for water users outside of City limits.
 - D. The **Owner** shall abide by all requirements of the City Code.
3. **Consent to Annex.** The **Owner** hereby consents to the eventual annexation of **real property** to the City of Newberg, Oregon. **Owner** hereby agrees to perform all acts required by the City Code of property owners requesting annexation, when annexation is legally possible and is requested by **City**.
4. **Limitations on Water Connection.**
 - A. The **Owner** hereby agrees that the water shall be used for domestic purposes only and no water granted under this exception shall be permitted for agriculture use. The water connection can be used only to supply water to an existing structure and will not be used to allow any new development.
 - B. This water connection is not transferrable to any other parcel. If the **real property** is partitioned or subdivided, the water connection shall only be allowed on the parcel containing the original structure.
5. **Covenant and Restriction Running with the Land.**
 - A. This agreement shall be recorded in the Yamhill County Deed Records with **Owner** paying all recording costs and fees.
 - B. All of the terms, covenants, and conditions herein and imposed are for the benefit of the **City** and the **real property** of interest therein.

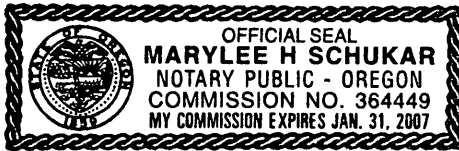
C. This agreement shall be binding upon the **real property** and the successors of interest of the **Owner** and shall act as a covenant and restriction running with the land.

6. **Termination of Agreement.** This agreement shall cease when the **real property** is annexed into the City of Newberg.

STATE OF OREGON)

County of Yamhill) s.s.

IN WITNESS WHEREOF, the parties have executed this Agreement this 23 day of NOV, 2004.



OWNER(S)

Beverly Ver Mulm
Beverly Ver Mulm

This instrument was acknowledged before me this 23 day of NOV, 2004, by Beverly Ver Mulm.

Marylee H. Schukar
Notary Public for Oregon
My Commission Expires: 1/31/07

CITY OF NEWBERG

James H. Bennett
James H. Bennett, City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr, City Attorney

AFTER RECORDING RETURN TO:

City of Newberg - Community Development
PO Box 970 - 414 East First Street
Newberg, OR 97132
(503) 537-1240

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

00189303200500014840020022

200501484

10:33:30 AM 1/24/2005

DMR-AGRDMR Cnt=1 Stn=3 KENTV
\$10.00 \$10.00 \$11.00

\$31.00

WAIVER OF TIME LIMIT FOR CONSIDERING STATEMENTS OF CONSENT TO ANNEXATION (ORS 222.173)

THIS WAIVER is given on the 23 day of Nov, 2004, by the owner(s), hereinafter called "**Owner**" of the real property, hereinafter described as "**real property**" for the benefit of the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called "**City**".

1. **Owner and Real Property.** This **Owner** who is giving this waiver and the **real property**, which is the subject of a consent to annex is hereinafter described as follows:

a. **Owner(s) Name:** Beverly Ver Mulm

b. **Owner(s) Address:** 23895 NE Sunnycrest Road

Newberg, Oregon 97132

REAL PROPERTY:

c. **Property Address:** 23895 NE Sunnycrest Road

Newberg, Oregon 97132

d. **Tax Lot No.:** 3324AD-00700

- e. Legal Description recorded in Yamhill County Records, Instrument Number 200214589, on July 22, 2002, is hereby referenced and by this reference fully incorporated.

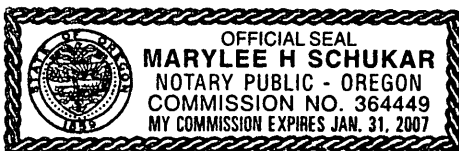
2. **Waiver of Time Period.** The **Owner** has entered into an agreement with the **City** to provide extra-territorial services (water connection outside the boundaries of the **City**), and as part of that agreement, has consented to the eventual annexation of the above described **real property**. The **Owner** wishes the consent to annexation be considered in any annexation procedure and waives the one-year time period provided for in ORS 222.173 within which the consent shall be effective for consideration and requests that this consent be valid as long as the property is receiving the extra-territorial services.

3. **Recording of Waiver.** This waiver shall be recorded in the Yamhill County Deed Records and all costs and fees for such recording shall be paid by the **Owner**.

4. **Covenant and Restriction Running with the Land.** This waiver and all terms, covenants, and conditions herein and imposed are for the benefit of the **City**, and the **real property** of interest therein. This waiver shall be binding upon the **real property** and the successors of interest of the **Owner** and shall act as a covenant and restriction running with the land.

STATE OF OREGON)
County of Yamhill) s.s.

IN WITNESS WHEREOF, the **Owner** has executed this waiver as outlined above on this 24 day of NOV, 2004.



OWNER

Beverly Ver Mulm
Beverly Ver Mulm

This instrument was acknowledged before me this 23 day of NOV, 2004, by Beverly Ver Mulm.

Marylee H. Schukar
Notary Public for Oregon
My Commission Expires: 1/31/07

CITY OF NEWBERG
ACCEPTS WAIVER:

James H. Bennett
James H. Bennett, City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr, City Attorney