

Arthur J Johnson
23900 NE Dillon Rd.
Newberg Oregon 97132

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

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

Northwest Newberg Water District
(name of water district)
(ORS 221.115)

THIS AGREEMENT is entered into this 13th day of December, 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:** Arthur and Marlys Johnson
- b. **Owner(s) Address:** 23900 NE Dillon Road
Newberg, Oregon 97132

REAL PROPERTY:

- c. **Property Address:** 23900 NE Dillon Road
Newberg, Oregon 97132
- d. **Tax Lot No.:** 3224-00600
- e. Legal Description recorded in Yamhill County Records, Film 139, Vol 1389 and is hereby referenced and by this reference fully incorporated.

2. **Water District.** The **water district** to which the **real property** is to be connected to

provide the water service is Northwest Newberg 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. 2004-2536. 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

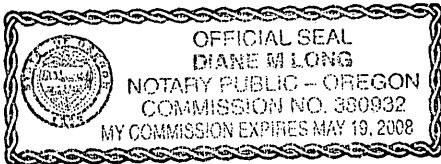
land.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 8 day of December 2004.

STATE OF OREGON)

County of Yamhill)s.s.



OWNER

Arthur Johnson
Arthur Johnson

This instrument was acknowledged before me this 8 day of December, 2004, by Arthur Johnson.

Diane M Long
Notary Public for Oregon
My Commission Expires: 5/19/08

STATE OF OREGON)

County of Yamhill)s.s.



OWNER

Marlys L. Johnson
Marlys Johnson

This instrument was acknowledged before me this 8 day of Dec., 2004, by Marlys Johnson.

Diane M Long
Notary Public for Oregon
My Commission Expires: 5/19/08

CITY OF NEWBERG

James H. Bennett
James H. Bennett, City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr, City Attorney

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recorded one
back

CITY OF NEWBERG
CITY RECORDER INDEX NO. 2107

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

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

THIS WAIVER is given on the 13th day of December, 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**".

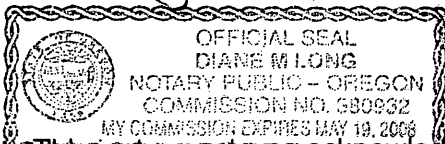
1. **Owner and Real Property.** This **Owner** who is giving this waiver and the **real property**, which is the subject of a consent to annex is hereinafter described as follows:
 - a. **Owner(s) Name:** Arthur and Marlys Johnson
 - b. **Owner(s) Address:** 23900 NE Dillon Road
Newberg, Oregon 97132
 - c. **REAL PROPERTY:**
Address: 23900 NE Dillon Road
Newberg, Oregon 97132
 - d. **Tax Lot No.:** 3324-00600
 - e. **Legal Description** recorded in Yamhill County Records, Film 139, Vol 1389, 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.

IN WITNESS WHEREOF, the parties have executed this Waiver this 8 day of Dec, 2004.

STATE OF OREGON)

County of Yamhill)s.s.



This instrument was acknowledged before me this 8 day of Dec, 2004, by Arthur Johnson.

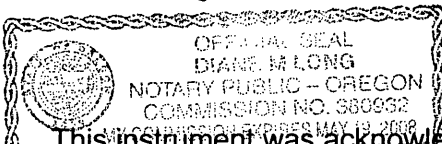
Diane M. Long
Notary Public for Oregon
My Commission Expires: 5/19/08

OWNER

Arthur Johnson
Arthur Johnson

STATE OF OREGON)

County of Yamhill)s.s.



This instrument was acknowledged before me this 8 day of Dec, 2004, by Maryls Johnson.

Diane M. Long
Notary Public for Oregon
My Commission Expires: 5/19/08

OWNER

Maryls L. Johnson
Maryls Johnson

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