

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$36.00

200624557

1:55:12 PM 10/25/2006

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

AFTER RECORDING RETURN TO:
City of Newberg – Public Works Department
PO Box 970 – 414 East First Street
Newberg, OR 97132
(503) 537-1273

**CONTRACT FOR EXTRA-TERRITORIAL PROVISION
OF WATER SERVICE/ANNEXATION**
(water service outside the City)
(ORS 221.115)

THIS AGREEMENT is entered into this 19th day of October 2006 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:** Larry and Cindy Christenson

b. **Owner(s) Address:** 16107 SE Wallace Road

Dayton, Oregon 97114

REAL PROPERTY:

c. **Property Address:** 23925 NE Anderson Lane

Newberg, Oregon 97132

d. **Tax Lot No.:** 3207-5801

e. **Legal Description** recorded in Yamhill County Records, Instrument Number 200204877 on 3/7/2002, is hereby referenced and by this reference fully incorporated.

2. **Request.** The **Owner** of the **real property** has requested water service from the **City** which will supply **City** water to the **real property** located outside the City limits of the City of Newberg.

FIRST AMERICAN TITLE C / 7c

1/3

3. **Hardship Exceptions.** The City Code at Title V, Chapter 52, provides for water connections outside the City limits under certain hardship conditions.
4. **City Council Approval.** Under certain hardship conditions, the City Council has approved this connection by City Resolution No. 2006-2677. 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** in accordance with the City Code.
 - B. The **City** consents to the **Owner** connecting to the City water system.
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** 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.
 - E. The **Owner** shall relocate the water line providing for the water connection to their property. Such relocation shall be on their property in accordance with the attached "Agreement to Move Water Line," which is Attachment "A," and by this reference incorporated.
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 19 day of October 2006.

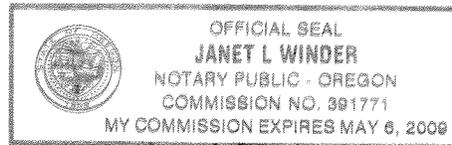
STATE OF OREGON)
County of Yamhill)s.s.

OWNER

Larry Christenson
Larry Christenson

This instrument was acknowledged before me this 19th day of October 2006 by Larry Christenson.

Janet L Winder
Notary Public for Oregon
My Commission Expires: 5/6/09



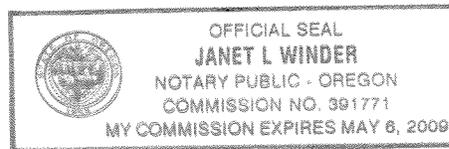
STATE OF OREGON)
County of Yamhill)s.s.

OWNER

Cindy Christenson
Cindy Christenson

This instrument was acknowledged before me this 19th day of October 2006 by Cindy Christenson.

Janet L Winder
Notary Public for Oregon
My Commission Expires: 5/6/09

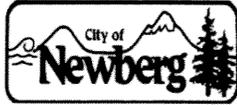


CITY OF NEWBERG

James H. Bennett
James H. Bennett, City Recorder

APPROVED AS TO FORM

Terrence D. Mahr
Terrence D. Mahr, City Attorney



RESOLUTION No. 2006-2677

A RESOLUTION REQUESTING A HARDSHIP WATER CONNECTION FOR SERVICE OUTSIDE OF THE CITY LIMITS FOR LARRY AND CINDY CHRISTENSON AT 23925 NE ANDERSON LANE

RECITALS:

1. Larry and Cindy Christenson own property at 23925 NE Anderson Lane (Tax Lot No. 3207-5801). The property is located outside the Newberg City Limits, the Urban Growth Boundary and the Newberg Urban Reserve Area. Refer to Exhibit A for a vicinity map.
2. The house at 23875 NE Anderson Lane was built in 1940 and was approved to have a water connection to the City spring line.
3. In 1976 a mobile home was placed on the same tax lot as the existing house. Without approval, water service from the house was extended to service the mobile home.
4. In 1978, Yamhill County approved a non-conforming use of the property to allow multiple residences.
5. In June of 2001, the County received a lot line adjustment application to create a separate lot for the mobile home. The City responded that approval of this lot line adjustment would require that the water service to the mobile home be disconnected.
6. In August 2005, City staff visited the site and confirmed that the mobile home was receiving water service from the house on the adjacent lot. The owners of the lot with the house were notified that they must disconnect service to the mobile home within 30 days.
7. In September 2005, the Christensons asked if they could have an extension to the 30-day notice. An extension was granted until December 31, 2005.
8. On August 7, 2006, the owners submitted a written request for a hardship connection to City water based on the fact that they have been receiving water at this location for the past 30 years. They submitted additional information on August 23, 2006. Both letters are attached as Exhibit B.
9. Municipal Code of Ordinances Title V Chapter 52 authorizes the Newberg City Council to approve hardship connections to the City's water system provided the criteria contained in Section 52.12 is met. Staff has prepared findings relative to Section 52.12 (Exhibit C).
10. On 9/18/06, City Council tabled this Resolution No. 2006-2677 until the October 2, 2006

meeting. In addition, Council approved a Motion allowing the Christenson's water connection to remain for another thirty (30) days.

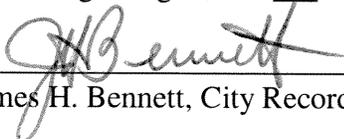
11. On 9/18/06, City Council asked that Staff prepare additional information for their review. That additional information is attached as Exhibit D and includes a summary showing the value of the free water and a summary of water bill payments from 6/29/01 to 8/29/06 for water used over the allowable 1000 gallons. Also attached as part of Exhibit D is a copy of an Agreement between the Christenson's and the previous owners addressing the water connection between the properties.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council hereby approves the request to provide a hardship connection to the City water system for property located at 23925 NE Anderson Lane, based on the criteria, findings and testimony presented in the hearing on September 18, 2006.
2. The City Council affirms that this approval does not bind this Council or future Councils, to hear, consider, or grant additional requests for water service outside the City limits, and that this decision is not a precedent for future decisions.
3. The City Council conditions the approval upon payment of the past due administrative billing and meter charges in the amount of \$260.68. The amount shall be paid prior to the recording of the hardship approval documents.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: October 3, 2006.

ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of October 2006.



James H. Bennett, City Recorder

ATTEST by the Mayor this 5th day of October 2006.

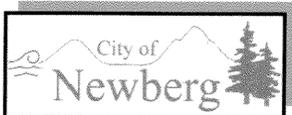


Bob Stewart, Mayor

LEGISLATIVE HISTORY

By and through _____ Committee at ___ / ___ /2006 meeting. Or, X None.

EXHIBIT A



23925 and 23875 NE Anderson Lane Vicinity Map

Legend

- Newberg City Limits
- Main
- Urban Growth Boundary
- Springs Main Line
- hydrants

August 7, 2004

EXHIBIT B

City of Newberg
Public Works Director
Daniel Danici

Re: Water connection to 23925 NE Anderson Lane

Dear Dan,

The mobil home at 23925 Anderson Lane has been receiving city water for the past 30 years, (since 1976); therefore this is not a new or additional water connection.

There is currently a water meter on the property, and if the meter or the water line need any changes, we will be happy to work together to attain a suitable solution. See map attached.

The past history of service over the last 30 years to this home has not changed either the quantity or quality of the water system.

Sincerely, Larry Christenson

Larry & Cindy Christenson
16107 SE Wallace Rd
Dayton, OR 97114

503-868-7332

503-868-7282 fax

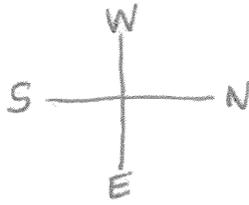
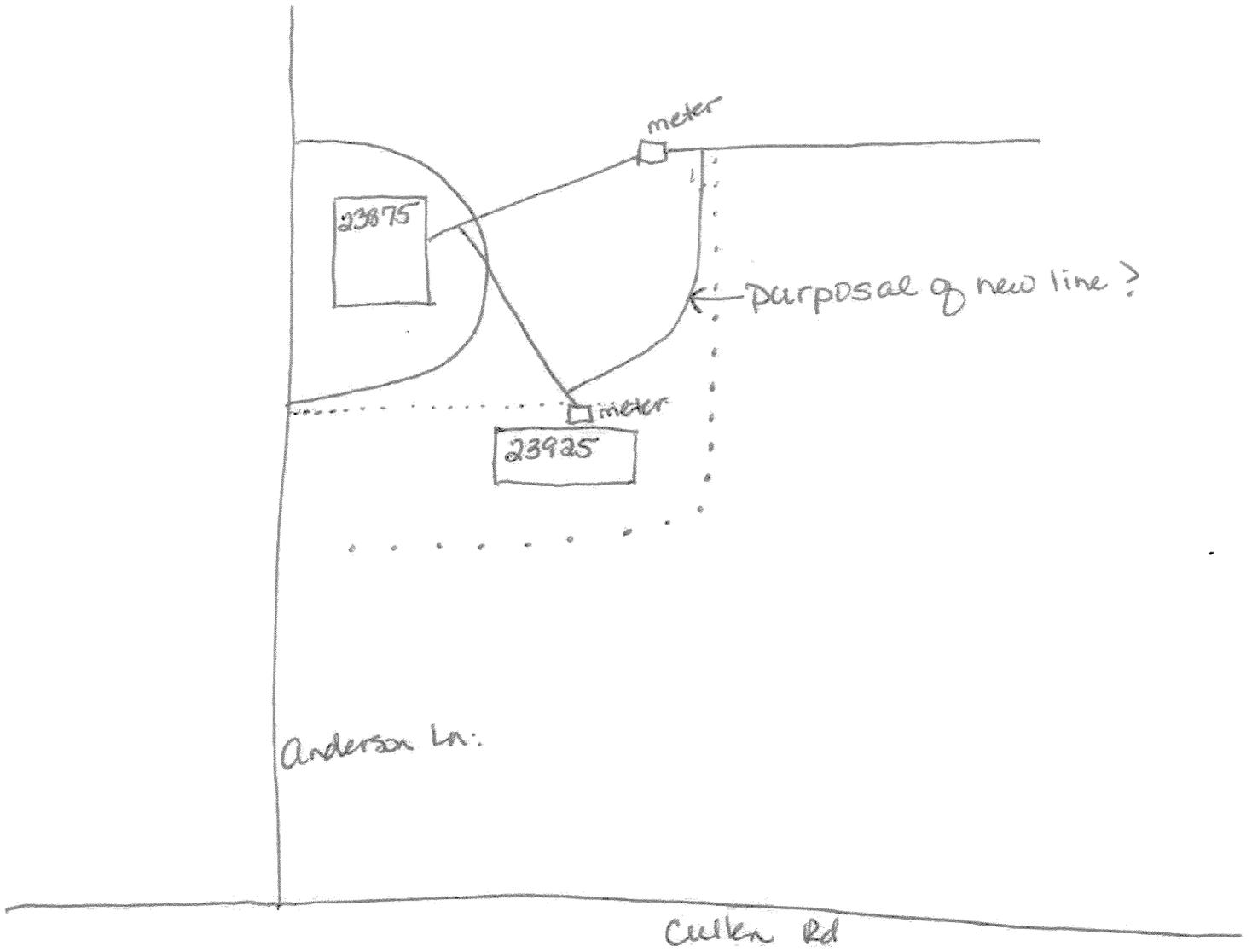


EXHIBIT B



August 23, 2006

EXHIBIT B

City of Newberg
Public Works Director
Daniel Danica

Re: Water Connection to 23925 NE Anderson Ln

Dear Dan,

1. The parcel in which we are addressing the water issue is: 23925 NE Anderson Ln Newberg, OR.
Tax lot # 3207-5801

2. We are the owners of the property:

Larry & Cindy Christenson
16107 SE Wallace Rd
Dayton, OR 97114
868-7332
868-7282 fax

3.) Attached is a copy of the deed.

4.) We talked to John at Arrow Drilling about the water in that area. He has drilled 2 wells, 1 on each side of this property in the last 2 years. The wells that he drilled were down at the creek area, not up on the flat. One of these wells is the second well because the first one went dry that was on the flat land. John said that

there is not much water up on the flat land where this massive is located. The cost of a well at about 300 ft would be \$ 7500 - 11,000 - range. The well drilling time can be seasonal depending on the access. The wells that he drilled were down at the creek area not up on the flat. One of these wells is the second well because the first one went dry that was on the flat land.

5.) Newberg Code 52.12 A & B

A 1.) This water connection is not a new construction or a new development.

2.) Annexation of this property is not immediately feasible.

B 1.) The water line has been there for years. The mobile is a 1976. The dwelling is in close proximity of the existing services. This connection has not or will not over burden the city's water line.

NN

EXHIBIT B

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK

\$31.00



200204877

4:07:31 PM 3/07/2002

DMR-DDMR Cnt=1 Str=3 SUSAN
\$10.00 \$10.00 \$11.00

SPACED FOR RECORDER'S USE No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

JAMES C. MARNACH & PHILLIS J. MARNACH
TRUSTEES

Grantor's Name and Address

LARRY CHRISTENSON
CINDY CHRISTENSON

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

Larry & Cindy Christenson
16107 SE Wallace Road
Dayton, OR 97114

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Same as above

SPECIAL WARRANTY DEED

KNOW ALL BY THESE PRESENTS that JAMES C. MARNACH & PHILLIS J. MARNACH
Trustees of the JAMES C. MARNACH REVOCABLE LIVING TRUST dated 2/1/91 as to an**

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by
LARRY CHRISTENSON & CINDY CHRISTENSON, Husband and Wife

hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns,
that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining,
situated in Yamhill County, State of Oregon, described as follows, to-wit:

**undivided one-half interest and PHILLIS J. MARNACH & JAMES C. MARNACH, Trustees
of the Phillis J. Marnach Revocable Living Trust dated 2/1/91 as to an undivided
1/2 interest

See Exhibit "A" Attached

***as paid by an accommodator pursuant to an IRC Section 1031 Exchange

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that the real property is free
from encumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and
parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 168,000.00***. However, the
actual consideration consists of or includes other property or value given or promised which is the whole part of the (indicate
which) consideration. (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be
made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument on January, 2002; if grantor
is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so
by order of its board of directors.

JAMES C. MARNACH, TRUSTEE

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN
THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS.

COMPANY

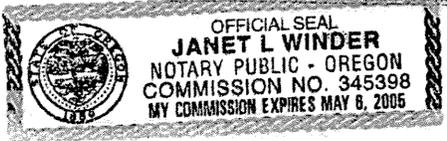
In witness whereof, the grantor has executed this instrument on January, 2002; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

James C. Marnach Trustee
JAMES C. MARNACH, TRUSTEE
Phyllis J. Marnach Trustee
PHILLIS J. MARNACH, TRUSTEE
Phyllis J. Marnach Trustee
PHILLIS J. MARNACH, TRUSTEE

EXHIBIT B

STATE OF OREGON, County of Yamhill) ss. 9
This instrument was acknowledged before me on January, 2002
by James C. Marnach Trustee and Phillis J. Trustees of the
This instrument was acknowledged before me on January, 2002
by Phyllis J. Marnach and James C. Marnach, Trustees of the
asX Phyllis J. Marnach Revocable Living Trust dated 2/1/91
asX James C. Marnach Revocable Living Trust dated 2/1/91



Janet L. Winder
Notary Public for Oregon
My commission expires 5/6/05

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EXHIBIT C

FINDINGS

Requests for hardship exceptions to allow water connections outside of City limits are governed by City Municipal Code of Ordinances Title V Chapter 52.

Section 52.12. Exceptions due to Hardships. An exception to Section 52.11 may be granted by the City Council in cases of hardship. The following process shall be used in determining whether the exception shall be granted, and the criteria shall be strictly applied with the burden of proof upon the applicant:

(A) *Eligibility. The applicant must meet the following criteria:*

1. *The new or additional water connection can be used only to supply water to an existing structure and will not be used to allow any new development.*

Response: The property was purchased by Larry and Cindy Christenson in January 2002. The mobile home has been on this lot since at least 1976 and been serviced by the spring line since then.

2. *Annexation of the property upon which the structure is located is not immediately feasible.*

Response: Annexation of the property is not immediately feasible. The property is located outside the City Limits, the Urban Growth Boundary (UGB) and the Newberg Urban Reserve Area (URA). Staff recommends that the City accept a consent to annex in the future.

(B) *Hardship Determination. A request for a new or additional water connection due to hardship shall be accompanied by evidence of the following:*

1. *A genuine hardship exists due to quality and/or quantity of water for domestic consumption.*

Response: Drinking water for this home is provided by the City spring line. The property owners talked to a local drilling company about the possibility of drilling a new well. The driller informed them that there is not much water on the flat land where the mobile home is located. Even down at the creek one of the recently drilled wells has gone dry.

2. *All other alternatives have been investigated and are not economically feasible.*

Response: Other than the conversation with a drilling company, no other effort has been made to secure water. No testing has been done by the property owners.

3. *The dwelling to be served is in close proximity of existing services, either private or public and the granting of the additional connection would not overburden existing lines, either private or public, or overburden the City's water supply.*

Response: The spring line runs directly adjacent to this property. The home has been connected since at least 1976 so the system water demand should not change if this hardship were approved. Therefore, the direct connection to the spring line will not over-burden the water line or the City's water supply.

- (C) *Application for Hardship. A request in letter form, for a hardship exception to Section 52.11 shall be made to the City Council. The request shall be accompanied by a statement and evidence to be used in the determination. The request shall be reviewed and a recommendation made to the Council by the Community Development Department prior to the Council's consideration of the matter. A granting of the request for an exception can be made by the Council, provided that all the conditions stated in division (B) exist.*

Response: A letter has been submitted by the owners and is attached to the Request for Council Action (Exhibit B) for review by City Council.

- (D) *Conditions of Hardship. Any exception granted shall be subject to the following conditions:*

1. The owner of the property shall agree to pay the full cost of extending services to the parcel with all services meeting City standards and including all development charges.

2. The owner of the subject property agrees to annex to the City at such time as annexation is legally possible and is requested by the City.

3. Water shall be for domestic purposes only and no water granted under this exception shall be permitted for agricultural use.

4. A written agreement as to the conditions under which the exception was granted shall be recorded on the Yamhill County Deed Records with the applicant paying all fees.

Response: These conditions will be incorporated into a legal agreement should City Council choose to approve this hardship.

EXHIBIT D

23875 NE Anderson Lane receives 1000 gallons per month of water free.

1000 gallons equals 134cf equals 1.34 ccf

The value of this free water based on the unit rate at the time of use is summarized below:

Date	Months	Rate per 100 cf	Consumption (ccf)	Total
June 2001 to March 2002	10	\$1.79	1.34	\$23.99
April 2002 to March 2003	12	\$2.23	1.34	\$35.86
April 2003 to June 2004	15	\$2.63	1.34	\$52.86
July 2004 to June 2005	12	\$3.16	1.34	\$50.81
July 2005 to June 2006	12	\$3.50	1.34	\$56.28
July 2006 to Sept 2007	3	\$3.60	1.34	\$14.47

TOTAL	\$234.27
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Each residence has only a single bathroom.

It is reasonable to expect that each residence used roughly the same amount of water each month

The value of the monthly administrative and meter charges from June 2001 to September 2007 is \$260.68.

Water Bill Payments

Date	Amount	Date	Amount
06/29/2001	\$23.95	08/05/2003	\$125.00
08/02/2001	\$23.95	09/05/2003	\$125.00
08/29/2001	\$27.53	12/02/2003	\$5.22
10/04/2001	\$27.53	01/05/2004	\$24.23
11/01/2001	\$20.37	01/30/2004	\$100.00
11/30/2001	\$22.16	06/01/2004	\$100.00
12/31/2001	\$18.58	08/03/2004	\$43.76
01/09/2002	\$125.00	08/31/2004	\$250.00
09/10/2002	\$13.30	11/01/2004	\$175.00
09/30/2002	\$12.24	08/29/2005	\$200.00
10/30/2002	\$27.85	10/28/2005	\$200.00
12/02/2002	\$32.31	05/31/2006	\$150.00
12/31/2002	\$100.00	08/29/2006	\$48.97
04/28/2003	\$75.00		

TOTAL	\$2,096.95
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**ADDENDUM "A" TO OWNER'S SALE AGREEMENT
AND EARNEST MONEY RECEIPT BETWEEN**

**James C. and Phillis Marnach, Trustees, "Seller",
and Larry and Cindy Christenson, "Buyer"**

THIS ADDENDUM "A" amends and supplements that certain Sale Agreement and Earnest Money Receipt dated May 24, 2001, to which it is attached. To the extent terms and conditions contained in this Addendum "A" shall vary or differ from the attached Sale Agreement and Receipt for Earnest Money, then and in that event, the terms and conditions contained in this Addendum "A" shall govern.

- 1. This transaction shall be closed in escrow at Northwest Title Insurance Company, at Newberg, Oregon. All closing and escrow charges, shall be equally shared between Seller and Buyer. Seller shall provide a standard ALTA owner's policy of title insurance for Buyer at Seller's cost.**
- 2. The sale price shall be the sum of \$168,000.00, the entire sum of which shall be payable in cash at Closing. The earnest money shall be the sum of \$2,000.00 which shall be deposited into escrow upon the execution of this Addendum A and Exhibit B by Seller and Buyer.**
- 3. Seller shall convey title to Buyer by means of a Special Statutory Warranty Deed.**
- 4. Buyer understands and agrees that Seller has used the property to be conveyed for commercial agricultural purposes, and that agricultural chemicals, fertilizers, herbicides, and insecticides have been applied in the normal and routine course of such agricultural activities.**
- 5. Buyers agree to purchase the premises "AS IS" and in its present physical condition as of the date of this agreement. Buyers and Seller agree that Buyer has received and both Seller and Buyer agree to the terms of that certain Disclaimer Agreement attached hereto as Exhibit "B". Buyer specially understands and agrees that although the manufactured home being purchased by Buyer presently receives its water through the single meter serving the original residence, that Seller has advised Buyer and provided Buyer a copy of correspondence from the City of Newberg indicating such manufactured residence does not have a vested right to receive such water. Seller is retaining the vested water right to city water associated with the water meter and easement rights retained for the property. Buyer takes the manufactured home subject to the City of Newberg's right to terminate water service to the manufactured home, and in any such event Buyer shall be responsible for obtaining water service to such residence elsewhere at Buyer's sole expense.**

PROVIDED BY JULIE CODIGA, REALTOR - REPRESENTING THE CURRENT BUYER OF THE MARNACH PROPERTY

OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

NEWBERG OR, MAY 24, 2001, 19__

RECEIVED OF LARRY & CINDY CHRISTENSEN hereinafter called purchaser, \$_____ as earnest

money and in part payment for the following described real estate situated in the City of _____ County of YAMHILL, State of OREGON described as follows, to-wit: _____

TAX LOT # _____ STREET ADDRESS 29925 NE Anderson Lane Newberg OR 97132

SELLER COMPLETE LOT LINE ADJUSTMENT PRIOR TO CLOSING, AND SURVEY PROPERTY BEING PURCHASED TO BE THREE FIVE ACRE LOT OF RECORD, AND MANUFACTURED HOME, SALE SUBJECT TO COMPLETION OF LOT LINE ADJUSTMENT. 2001 CROP TO BELONG TO PURCHASER. which we have this day sold to the purchaser for the sum of ONE HUNDRED SIXTY EIGHT THOUSAND _____ Dollars \$168,000.;

on the following terms, to-wit: The earnest money hereinabove received for upon acceptance of title and delivery of deed or delivery of contract \$2,000. ; \$166,000. ; \$168,000. ; balance of _____ Dollars \$-0-

payable as follows: Cash to seller at closing. Seller agrees to participate with buyer in buyers 1031 tax def exchange with no cost or liability to seller. Sale subject to closing of buyers property consisting of approx 5 acres on old Yamhill rd, Newberg OR, _____ home prior to closing, and approval of condition.

If this transaction includes dwelling units, buyer and seller certify that a working smoke detector shall be installed in each unit according to applicable law, prior to closing. (Delete if inapplicable.)

A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished purchaser in due course at seller's expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's record title.

It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after a written notice of defects is delivered to seller, the earnest money herein received for shall be refunded. But if the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale within _____ days and to make payments promptly, as hereinabove set forth, then the earnest money herein received for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon be of no further binding effect.

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building restrictions, taxes due and payable for the current tax year, reservations in federal patents and state deeds, easements of record and _____

All irrigation, ventilating, cooling, plumbing and heating fixtures and equipment (including stoves and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light and bathroom fixtures, light bulbs and fluorescent lamps, venetian blinds, wall-to-wall carpeting, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fixtures except _____ are to be left upon the premises as part of the property purchased.

The following personal property is also included as part of the property sold for said price: _____

Seller and purchaser agree to pro rate the taxes which become due and payable for the current tax fiscal year on a fiscal year basis. Rents, interest, premiums for existing insurance, and other matters shall be pro rated on a calendar year basis. Purchaser agrees to pay for fuel on hand including oil in tanks, if any, and, at closing, shall reimburse seller for same, if any, held in any reserve account relating to any encumbrances on said property. Adjustments are to be made as of the date of the consummation of the sale hereinafter or delivery of possession, which ever first occurs.

Possession of said premises is to be delivered to purchaser on or before _____ Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights hereinafter are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney's fees to be fixed by the appellate court.

Seller may be required to provide purchaser with an "as is" disclaimer or a property disclosure statement. (Chapter 547, Oregon Laws 1993.)

Further conditions:

Buyer to accept tenant at closing subject to addendum A and exhibit B

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN MANY OR FOREST ZONES, MAY NOT ALLOW CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWS AGAINST BURNING OF FOREST PRACTICES AS DEFINED IN ORS 318.230 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING INTEREST IN THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

James C. Marnach
Phillia J. Marnach Owners

I hereby agree to purchase the above property and to pay the price of _____ Dollars as specified above.

Address 16107 SE Wallace Rd
Newberg, OR 97114

Purchaser Larry Christensen
M L C I F

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



\$31.00

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200624556

1:55:12 PM 10/25/2006

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

AFTER RECORDING RETURN TO:
City of Newberg – Public Works Department
PO Box 970 – 414 East First Street
Newberg, OR 97132
(503) 537-1273

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

THIS WAIVER is given on the 19 day of October 2006 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:** Larry and Cindy Christenson
 - b. **Owner(s) Address:** 16107 SE Wallace Road
Dayton, Oregon 97114
 - REAL PROPERTY:
 - c. **Address:** 23925 NE Anderson Lane
Newberg, Oregon 97132
 - d. **Tax Lot No.:** 3207-5801
 - e. Legal Description recorded in Yamhill County Records, Instrument Number 200204877 on 3/7/2002 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

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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.

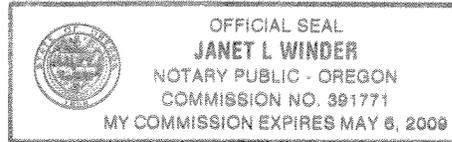
IN WITNESS WHEREOF, the parties have executed this Waiver on this 19th day of October 2006.

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

OWNER
Larry Christenson
Larry Christenson

This instrument was acknowledged before me this 19 day of October 2006 by Larry Christenson.

Janet L Winder
Notary Public for Oregon
My Commission Expires: 5/6/09

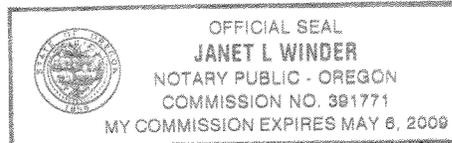


STATE OF OREGON)
County of Yamhill)s.s.

OWNER
Cindy Christenson
Cindy Christenson

This instrument was acknowledged before me this 19 day of October 2006 by Cindy Christenson.

Janet L Winder
Notary Public for Oregon
My Commission Expires: 5/6/09



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

2/2

AFTER RECORDING RETURN TO:
City of Newberg - Engineering Division
PO Box 970 - 414 E. First Street
Newberg, OR 97132

Larry & Cindy Christenson
16107 SE Twissolace Rd; Dayton, OR 97114
OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200700608

CITY OF NEWBERG
CITY RECORDER INDEX NO. 2279



\$31.00

01/09/2007 02:36:34 PM

DMR-EDMR Cnt=1 Stn=2 ANITA

\$10.00 \$10.00 \$11.00

PUBLIC UTILITIES EASEMENT

In consideration of the sum of \$0.00 and other valuable consideration, Larry and Cindy Christenson, herein called Grantors, do hereby convey to the City of Newberg, a municipal corporation, hereinafter called Grantee, a perpetual and permanent easement, for the purposes of constructing, installing, using, repairing, and maintaining a water line across the following described real property:

See Attached Exhibit A

TO HAVE AND TO HOLD said easement to said Grantee, for the use and purpose herein above described.

It is further understood that:

1. The Grantor(s) hereby release(s) the City of Newberg, its agents and employees, assigns and successors of any and all liability for damage to the remaining lands resulting from this conveyance and further absolves the Grantee from any damage not controlled by their actions.
2. The rights granted herein shall not be construed to interfere with or restrict use of the premises by Grantor(s), their heirs or assigns, with respect to the construction and maintenance of property improvements along and adjacent to the premises herein described, so long as the same are so constructed as to not impair or interfere with the use and maintenance of access of utilities herein above authorized.
3. The Grantee hereby agrees to restore the easement to its original condition, as close as is practical to do so, upon completion of the construction.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 [BALLOT MEASURE 37 (2004)]. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 [BALLOT MEASURE 37 (2004)].

IN WITNESS WHEREOF, the parties have executed this document on this 7 day of December 2006.

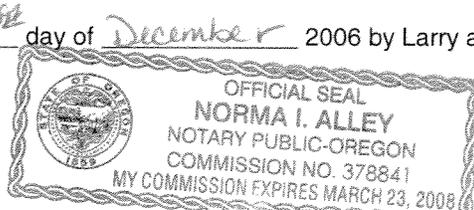
Larry Christenson
Larry Christenson

Cindy Christenson
Cindy Christenson

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

This instrument was acknowledged before me this 7th day of December 2006 by Larry and Cindy Christenson.

Norma I. Alley
Notary Public for Oregon
My Commission expires: March 23, 2008



CITY OF NEWBERG
ACCEPTED:
James H. Bennett
James H. Bennett, City Recorder
Dated: 1/5/07

APPROVED AS TO FORM
Terrence D. Mahr
Terrence D. Mahr, City Attorney
Dated: 1/5/07

AFTER RECORDING RETURN TO: OK to release to Christensons

City of Newberg – Engineering Division

PO Box 970 - 414 E. First Street

Newberg, OR 97132

Exhibit A

EXHIBIT A

WATER LINE EASEMENT

A twenty-foot wide water line easement running over and across that property described by deed to Larry Christenson and Cindy Christenson recorded in Official Yamhill County Records as Instrument No. 199410264 and also running over and across that property described by deed to Larry Christenson and Cindy Christenson recorded in Official Yamhill County Records as Instrument No. 200204877, said easement being ten feet wide on each side of a water service line installed and existing on said property.