


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

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK



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

\$36.00

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

THIS AGREEMENT is entered into this 30th day of November, 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 to transfer water service from the **real property**, to the adjacent real property which is the subject of this connection are hereinafter described as follows:

- a. **Owner(s) Name:** Earl G. Davis
Ruth M. Davis
- b. **Owner(s) Address:** 15100 NE Tangen Road
Newberg, OR 97132

REAL PROPERTY:

- c. **Property Address:** 15100 NE Tangen Road
Newberg, OR 97132
- d. **Tax Lot No.:** 3312-00400
- e. **Legal Description** recorded in Official Yamhill County Records, Volume 276, Page 986, 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

2. **Request.** The **Owner** of the **real property** has requested to transfer the sole water connection from the **City**, which can supply **City** water to the **real property** located outside the City limits of the City of Newberg.
3. **Transfer of connection.** The **Owner** accepts the water connection transfer from 15100 NE Tangen Road (tax lot #3312-00400) to 14730 NE Tangen Road (tax lot #3312-00501). No future **City** water connection will be allowed for 15100 NE Tangen Road. This agreement will void any and all past agreements between the **Owner** and the **City**, regarding water supply and service to tax lot #3312-00400.

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

1. **City Obligations.**
 - A. The **City** does hereby agree to disconnect the water service to the **Owner** in accordance with the City Code. The water meter shall be removed and capped by the **City**.
2. **Owner Obligations.**
 - A. The **Owner** hereby agrees to pay the full cost of disconnecting service to the parcel with all services meeting **City** standards.
 - B. 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. **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.
5. **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 Contract for Transfer of Water Service, this 30th day of NOVEMBER, 2004.

OWNER(S)

Earl G. Davis
Earl G. Davis

This instrument was acknowledged before me this 30th day of NOVEMBER, 2004, by Earl G. Davis.

Rick McEvoy
Notary Public for Oregon
My Commission Expires: July 22, 2006



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

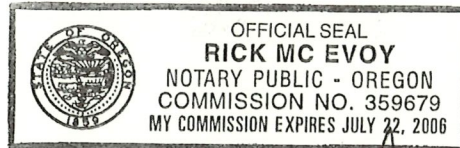
IN WITNESS WHEREOF, the parties have executed this Agreement this 30 day of NOVEMBER, 2004.

OWNER(S)

Ruth M. Davis
Ruth M. Davis

This instrument was acknowledged before me this 30 day of NOVEMBER, 2004, by Ruth M. Davis.

Rick McEvoy
Notary Public for Oregon
My Commission Expires: July 22, 2006



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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\$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 30th day of November, 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:** Earl G Davis

Ruth M Davis

b. **Owner(s) Address:** 15100 NE Tangen Rd

Newberg, OR 97132

REAL PROPERTY:

c. **Address:** 15100 NE Tangen Rd

Newberg, OR 97132

d. **Tax Lot No.:** 3312-00400

e. Legal Description recorded in Official Yamhill County Records, Volume 276, Page 986, 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 transfer the sole water connection from 15100 NE Tangen Road (tax lot #3312-00400) to 14730 NE Tangen Road (tax lot #3312-00501), 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 services.

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NORTHWEST TITLE COMPANY

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.

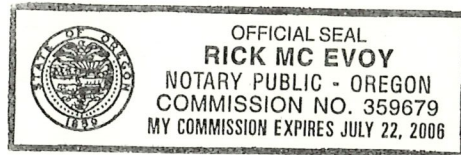
IN WITNESS WHEREOF, the **Owner** has executed this waiver as outlined above, this 30 day of NOVEMBER, 2004.

OWNER(S)

Earl G. Davis
 Earl G. Davis

This instrument was acknowledged before me this 30th day of NOVEMBER, 2004, by Earl G. Davis.

Rick McEvoy
 Notary Public for Oregon
 My Commission Expires: July 22, 2006



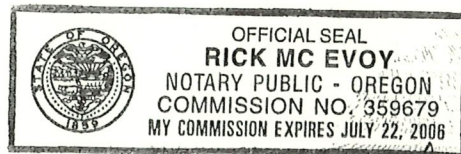
STATE OF OREGON)
 County of Yamhill)s.s.

IN WITNESS WHEREOF, the **Owner** has executed this waiver as outlined above, this 30th day of NOVEMBER, 2004.

OWNER(S) Ruth M. Davis
 Ruth M. Davis

This instrument was acknowledged before me this 30th day of NOVEMBER, 2004, by Ruth M. Davis.

Rick McEvoy
 Notary Public for Oregon
 My Commission Expires: July 22, 2006



CITY OF NEWBERG

James H. Bennett
 James H. Bennett, City Recorder

APPROVED AS TO FORM

Terry D. Mahr
 Terry D. Mahr, City Attorney

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