Washington County, Oregon
07. 003 10:16:39 AM
D-A Cnt=1 Stn=8 RECORDS1
$35.00 $6.00 $11.00 - Total = $52.00

2003-114476

00381469200301144760070071

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry Hanson

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

After Recording, Return to:
City of Tigard
13125 SW Hall Boulevard
Tigard, OR 97223

Name of Transaction: **ANNEXATION CONTRACT (WAIVER OF TIME PERIOD)**

See Exhibit 1 for Annexation Contract (Consent to Annexation and Waiver of Remonstrance)

2003-114476

After recording return to:
Joanne - Records
City of Tigard
13125 SW Hall Blvd.
Tigard, OR. 97223

ANNEXATION CONTRACT
(WAIVER OF TIME PERIOD)

1. Centex Homes, a Nevada General Partnership ("Owner") is the owner of the real property (the "Property") located at 13985 SW 164th Ave and more particularly described as:

Tuscany Subdivision WCTM 2S105CC-11700 except Lot 30 and Tracts
(SUB2002-00001)
(LEGAL DESCRIPTION)

2. By written agreement of even date, Owner is entering into a written annexation contract and consent to annexation with the City of Tigard, a copy of which is attached hereto as Exhibit 1.

3. Pursuant to ORS 223.173(1), Owner hereby waives the one year period for effectiveness of the annexation contract and consent to annexation, and agrees that the consent to annexation may be used at any time by the City of Tigard in conjunction with any and all other consents that the City has received or will receive.

4. This waiver is a material inducement to the City to enter into the Annexation Contract and Consent to Annexation.

5. This contract shall run with the land and shall be recorded in the Deed Records of Washington County and all terms and conditions contained herein shall be binding on all heirs, executors, administrators, assigns, and other successors-in-interest to the above-described property pursuant to ORS 222.115. Failure to record this contract may result in the City of Tigard withdrawing its consent to connect to or use the City's public facilities or the provision of City services.

6. If any provision of this document is held to be invalid or unconstitutional by any court of competent jurisdiction or preempted by federal or state regulations or law, such provision shall be deemed separate and independent of the document and such holding or preemption shall not affect the validity of the remaining provisions.

7. This agreement is not intended as any limit on the City of Tigard's lawful authority under its adopted regulations to take action on Owner's application by approval, denial, on approval with conditions, or to take any other lawful action relating to the application.

2017

2003-114476

DATED this 24th day of April, 2003

Owner David S. Cady, Land Development Manager
Centex Homes, Portland Division

Owner

Mailing Address: 16520 SW Upper Boones Ferry Rd., #200
Portland, Oregon 97224

Telephone No.: 503/608-3060 ext. 225

STATE OF OREGON)
) ss.
Washington County)

OFFICIAL SEAL
CONNIE BRODEHL
NOTARY PUBLIC-OREGON
COMMISSION NO. 354042
MY COMMISSION EXPIRES JANUARY 28, 2006

The foregoing instrument was acknowledged before me on April 24, 2003, by David S. Cady, Land Development Manager.
Centex Homes, Portland Division

Notary Public for Oregon
My commission expires: January 28, 2006

City Manager, City of Tigard

STATE OF OREGON)
) ss.
Washington County)

OFFICIAL SEAL
GREER A GASTON
NOTARY PUBLIC-OREGON
COMMISSION NO. 327906
MY COMMISSION EXPIRES OCT. 10, 2003

The foregoing instrument was acknowledged before me on April 28, 2003 by William A. Monahan.

Notary Public for Oregon
My commission expires: 10-10-03

003-114476

Washington County, Oregon 2003-073768
(2003 10:59:28 AM
Cnt=1 Stn=11 C WHITE
$20.00 $6.00 $11.00 - Total = $37.00

00328750200300737680040049

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

After Recording, Return to:
City of Tigard
13125 SW Hall Boulevard
Tigard, OR 97223

ANNEXATION CONTRACT

Name of Transaction: (Consent to Annexation and Waiver of Remonstrance)

In the matter of Tuscany Subdivision (SUB 2002-00001)
Tax Lot & Map: 2S105CC-11700 except Lot 30
13985 SW 164th Avenue

Lots: 1, 2, 3, 4, 5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29

31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 ,51,

52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72,

73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88

EXHIBIT #1

2003-73768

2003-114476

After recording return to:

City of Tigard
13125 SW Hall Blvd.
Tigard, OR. 97223

ANNEXATION CONTRACT

(CONSENT TO ANNEXATION AND WAIVER OF REMONSTRANCE)

1. Centex Homes, a Nevada General Partnership ("Owner") is the owner of the real property (the "Property") located at 13985 SW 164th Ave. and more particularly described as:

Tuscany Subdivision (WCTM 2S105CC-11700) except Lot 30 and Tracts (SUB2002-00001)

2. Owner has applied to the City of Tigard for a land use approval (or other approval) for the Property, which is located outside the City limits of the City of Tigard. The City of Tigard agrees to process the application (provide water services) for the Property.

3. In exchange for the City's provision of the services described in Section 2, Owner consents to annexation of the Property to the City of Tigard. Owner understands that this consent to annexation is irrevocable and may be used by the City at any time.

4. Owner understands that Owner may request information on the City of Tigard's ad valorem tax and a description of services the City generally provides its residents.

5. Owner waives any right to remonstrate against annexation of the Property to the City of Tigard.

6. This agreement, consent and waiver is binding on Owner and Owner's successors, heirs and assigns. This agreement shall run with the land and be recorded in the Deed Records of Washington County. Failure to record this contract may result in the City of Tigard withdrawing its consent to connect to or use the City's public facilities or the provision of City services.

7. If any provision of this document is held to be invalid or unconstitutional by any court of competent jurisdiction or preempted by federal or state regulations or law, such provision shall be deemed separate and independent of the document and such holding or preemption shall not affect the validity of the remaining provisions.

8. This agreement is not intended as any limit on the City of Tigard's lawful authority under its adopted regulations to take action on Owner's application by approval, denial, on approval with conditions, or to take any other lawful action relating to the application.

9. If suit, action, judicial review, arbitration, bankruptcy proceeding or any other type of proceeding is instituted to enforce or interpret this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees and, in the event of appeal or review, as allowed by the appellate court or body.

EXHIBIT 1

5 of 7

2003-114476

2003-73768

DATED this 24th day of April, 2003

Owner David S. Cady, Land Development Manager
Centex Homes, Portland Division

OFFICIAL SEAL
CONNIE BRODEHL
NOTARY PUBLIC-OREGON
COMMISSION NO. 354042
MY COMMISSION EXPIRES JANUARY 28, 2006

Owner

Mailing Address: 16520 SW Upper Boones Ferry Rd., #200
Portland, Oregon 97224
Telephone No.: 503/608-3060 ext. 225

STATE OF OREGON)
) ss.
Washington County)

The foregoing instrument was acknowledged before me on April 24, 2003, by David S. Cady, Land Development Manager Centex Homes, Portland Division.

Connie Brodehl
Notary Public for Oregon
My commission expires: January 28, 2006

City Manager, City of Tigard

OFFICIAL SEAL
GREER A GASTON
NOTARY PUBLIC-OREGON
COMMISSION NO. 327906
MY COMMISSION EXPIRES OCT. 10, 2003

STATE OF OREGON)
) ss.
Washington County)

The foregoing instrument was acknowledged before me on April 28, 2003, by William A. Monahan.

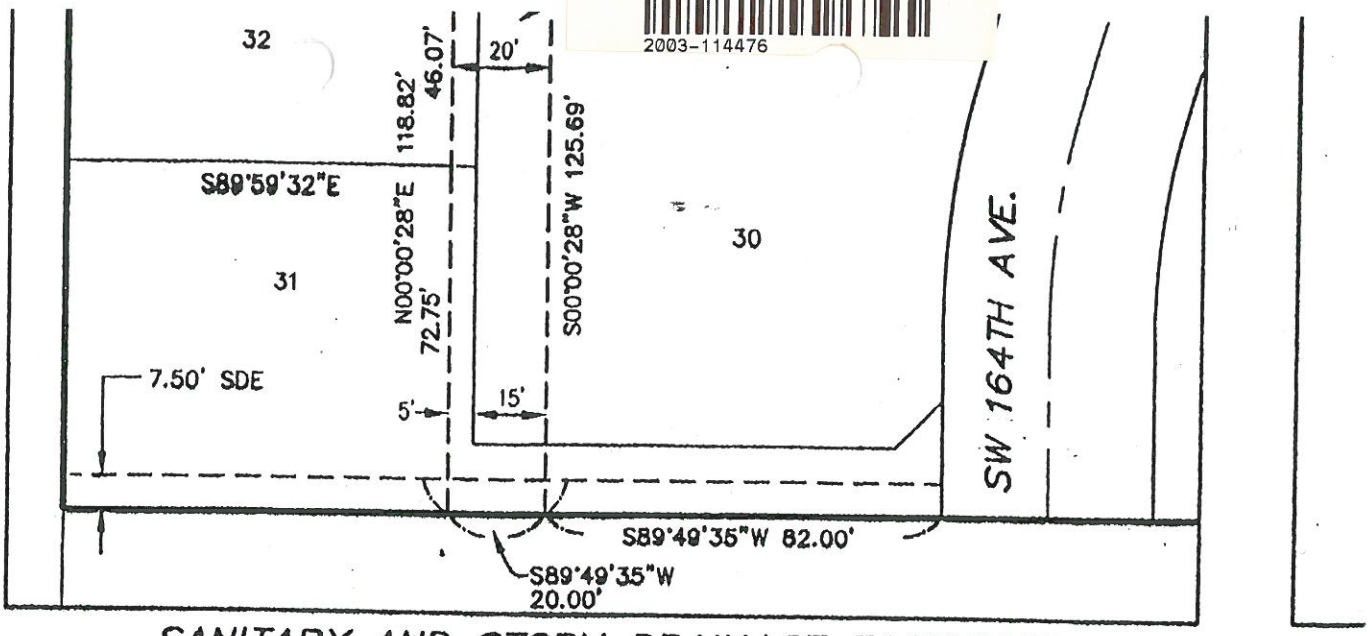
Greer A. Gaston
Notary Public for Oregon
My commission expires: 10-10-03

gff/acm/90024/annexationconsent.dr1(2/21/01)

EXHIBIT 1

6 of 7

2003-114476



SANITARY AND STORM DRAINAGE EASEMENT

SCALE: 1" = 40 FEET

88 LOTS

SURVEYORS CERTIFICATE:

I, TERRY L. GOODMAN, CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED MAP OF "TUSCANY" LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 5. TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, BEING A PORTION OF THAT TRACT AS CONVEYED TO THEODORE ROSHAK, RECORDED IN BOOK 808, PAGE 827, WASHINGTON COUNTY DEED RECORDS, AND THAT FOR THE INITIAL POINT I FOUND A 2" ALUMINUM CAP AT THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE ALONG THE WEST LINE OF SAID SECTION 5 NORTH 00°00'28" EAST 990.90 FEET TO THE NORTHWEST CORNER OF SAID ROSHAK TRACT AND A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "OTAK INC."; THENCE LEAVING SAID WESTERLY SECTION LINE ALONG THE NORTH LINE OF SAID ROSHAK TRACT, NORTH 89°53'31" EAST, 667.84 FEET TO A 5/8" IRON ROD; THENCE SOUTH 00°01'09" WEST, 990.14 FEET TO THE SOUTH LINE OF SAID SECTION 5 AND A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "ALPHA ENG. INC."; THENCE ALONG SAID SOUTH LINE SOUTH 89°49'35" WEST 667.64 FEET TO THE INITIAL POINT.

CONTAINING 661,408 SQUARE FEET OR 15.184 ACRES.

AS PER O.R.S. 92.070 (PAR 2), I ALSO CERTIFY THAT THE POST MONUMENTAION OF THE REMAINING MONUMENTS WITHIN THIS SUBDIVISION WILL BE ACCOMPLISHED WITHIN 90 CALENDAR DAYS FOLLOWING THE COMPLETION OF THE PAVING IMPROVEMENTS OR ONE YEAR FOLLOWING ORIGINAL PLAT RECORDATION, WHICH EVER OCCURS FIRST, IN ACCORDANCE WITH O.R.S. 92.060.

REMAINING CORNER MONUMENTATION:

IN ACCORDANCE WITH O.R.S. 92.070, THE REMAINING CORNERS OF THIS SUBDIVISION HAVE BEEN CORRECTLY SET WITH THE PROPER MONUMENTS. AN AFFIDAVIT HAS BEEN PREPARED REGARDING THE SETTING OF SAID MONUMENTS AND IS RECORDED IN DOCUMENT NO. _____, WASHINGTON COUNTY DEED RECORDS.

APPROVED THIS _____ THIS DAY OF _____, _____.

_____
WASHINGTON COUNTY SURVEYOR

EXHIBIT 1

2003-73768