

AFTER RECORDING RETURN TO:

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

This space provided for recorder's use.

ANNEXATION CONTRACT

CONSENT TO ANNEXATION AND WAIVER OF REMONSTRANCE

Recitals

A. Janet Zeider and Richard Zeider (“Owners”) are the Owners of the real property (the “Property”) located at 13100 SW Summit Ridge Street, Tigard, Oregon (Washington County Assessor’s Map No. 2S109DB, Tax Lot 1701) legally described in the attached and incorporated Exhibit 1.

B. As of the date shown below, Owners are entering into a written Annexation Contract - Consent to Annexation and Waiver of Remonstrance (“Annexation Contract”) with the City of Tigard (“City”).

Agreement

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Owners and City hereby agree as follows:

1. Pursuant to ORS 222.173(1), Owners hereby waive the one year period for effectiveness of the Annexation Contract and consent to annexation. City and Owners agree that this Annexation Contract shall allow the City to complete annexation of the Property on the fourth anniversary of the earlier date shown below, or thereafter at the sole discretion of the City, or before the fourth anniversary of the date shown below upon Owners’ written request to the City.

2. Owners waive any right to remonstrate against annexation of the Property to the City of Tigard.

3. This waiver is a material inducement to the City to enter into the Annexation Contract.

4. This Annexation Contract, including the agreement, consent, and waivers, shall run with the land, 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

5. 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.

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

7. Owners and City agree that no dedication of real property to the City by Owners nor any public improvements by Owners are required by City until such time as the Property is annexed to the City and such dedication or improvements are required by a final land use or limited land use decision necessary to redevelop the Property.

8. If suit, action, judicial review, arbitration, bankruptcy proceeding or any other type of proceeding is instituted to enforce or interpret this Annexation Contract, 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.

DATED this ___ day of _____, 2015.

OWNERS

CITY, an Oregon municipal corporation

By: _____
Name: Janet Zeider

By: _____
Name: _____
Its: _____

By: _____
Name: Richard Zeider

Mailing Address: _____

Telephone Number: _____

[Acknowledgements continue on next page]

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 2015,
by Janet Zeider

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 2015,
by Richard Zeider

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 2015,
by _____ as _____ of the City of Tigard.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

EXHIBIT 1

LEGAL DESCRIPTION



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 F: (503) 563-6152

AKS Job #4105

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM, OR

EXHIBIT A

Legal Description

Adjusted Document Number 2014-050873

A tract of land located in the Southeast One-Quarter of Section 9, Township 2 South, Range 1 West, Willamette Meridian, Washington County, Oregon and being more particularly described as follows:

Beginning at a 1-1/4 inch iron pipe at the southeast corner of Lot 10 of the Plat of "Woodside", thence along the east line of said Plat North 01°15'46" East 582.90 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." and the **True Point of Beginning**; thence continuing along said east line and the northerly extension thereof North 01°15'46" East 279.02 feet to a 3/4 inch iron pipe on the southerly right-of-way line of SW Summit Ridge Street (variable width right-of-way); thence along said southerly right-of-way line South 88°00'47" East 202.02 feet to a 5/8 inch iron rod inscribed "ALPHA ENG. INC." at the northeast corner of Document Number 2014-050873; thence along the east line of said Document Number South 01°15'46" West 246.39 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 88°45'31" West 76.18 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence South 01°15'46" West 29.99 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR."; thence North 88°45'31" West 125.82 feet to the True Point of Beginning.

The above described tract of land contains 1.23 acres, more or less.

10/08/2014

