

AFTER RECORDING RETURN TO:

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

*This space provided for recorder's use.*

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## **ANNEXATION CONTRACT**

### **CONSENT TO ANNEXATION AND WAIVER OF REMONSTRANCE**

#### **Recitals**

**A.** Sohee Anderson and Scott Anderson ("Owners") are the Owners of the real property (the "Property") located at 13020 SW Summit Ridge Street, Tigard, Oregon (Washington County Assessor's Map 2S109DB, Tax Lot 1801) 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. 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: Sohee Anderson

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Scott Anderson

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 Sohee Anderson

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires:\_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2015,  
by Scott Anderson

\_\_\_\_\_  
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 D**

Legal Description

Adjusted Document Number 2014-050870

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 5/8 inch iron rod with a yellow plastic cap inscribed "ALPHA COM. DEV." at the southeast corner of the Plat of "Summit Ridge No. 3", being on the southerly right-of-way line of SW Summit Ridge Street (variable width right-of-way); thence along the west line of the Plat of "Summit Ridge" and the west line of the Plat of "Summit Ridge No. 2", South 01°14'45" West 243.77 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "ALPHA ENG. INC." at the northwest corner of Lot 112 of the Plat of "Summit Ridge No. 2"; thence North 88°45'31" West 201.53 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "AKS ENGR." on the east line of Document Number 2014-050873; thence along said east line North 01°15'46" East 246.39 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "ALPHA COM. DEV." on the said southerly right-of-way line; thence along said southerly right-of-way line South 88°00'47" East 201.48 feet to the Point of Beginning.

The above described tract of land contains 1.13 acres, more or less.

10/08/2014



RENEWS: 6/30/16