

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, made and entered into this 19th day of October, 1993, by and between the City of Klamath Falls, a municipal corporation of the State of Oregon, hereinafter referred to as "CITY", and the Eddy Living Trust, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, OWNER owns certain real property described in Exhibit "A" hereto, which Exhibit is hereby incorporated herein and which real property is known for the purposes of this Agreement as the "Property"; and

WHEREAS, OWNER desires to annex the Property to CITY and OWNER desires to obtain sewer service from CITY for the Property; and

WHEREAS, the parties have agreed upon the terms and conditions pursuant to which said utility service should be provided and maintained and desire to reduce such agreement to writing; and

WHEREAS, it is to the best interest of both parties that the Property be provided with said utility service in conformity with the ordinances, codes, rules and regulations of CITY, that the Property be annexed to the CITY when fully developed and when desired by CITY and said Property is eligible for annexation in accordance with present or hereafter enacted laws of the state of Oregon and ordinances of the CITY as applicable; and

WHEREAS, CITY has the power and authority to supply the said utility service to the Property and the Council of CITY has determined that OWNER should be granted the use of said utility service on the terms set forth below and OWNER agrees to said terms; NOW THEREFORE,

IN CONSIDERATION of the foregoing and the mutual promises and agreements herein stated, the parties mutually contract and agree with each other as follows:

1. ANNEXATION. OWNER desires the Property to be annexed to CITY after the provisions of this Agreement are met and the Property is developed and improvements installed thereupon, but not sooner than three (3) years from the date hereof, and, thereafter, OWNER hereby gives OWNER's express, continuing, written consent to annexation of the Property, and the whole thereof, to the City of Klamath Falls and does hereby make application and constitute this Agreement to be OWNER's continuing petition to CITY for said annexation and agrees to execute such separate, further or additional application, petition and consent as may be hereafter required by CITY or the laws of the state, as now or hereafter enacted, for such annexation.

OWNER and CITY mutually agree that CITY cannot bind itself by an enforceable contract to pass future legislation annexing the Property, but CITY agrees it will process and consider, in a manner usual in such a request, the application and consent of OWNER for the annexation.

2. KLAMATH COUNTY PERMITS. OWNER shall obtain necessary written authority from Klamath County to install improvements upon the Property.

3. UTILITY PERMITS. OWNER shall obtain all necessary permits for utility service installation for the Property.

4. EXAMINATIONS AND INSPECTIONS. OWNER grants CITY and any of its authorized representatives the right to go upon the Property at all reasonable times to make such examinations and inspections as reasonably necessary in the CITY's opinion to determine that all terms and conditions of this Agreement are being strictly followed and performed by OWNER. This right shall continue during the entire term of this Agreement and until the Property is annexed to CITY.

5. SUPPLY OF UTILITY SERVICE. CITY shall supply OWNER sewer service according to City's general rules and regulations regarding supply of the service as currently exist or may in the future be amended.

6. PAYMENT OF UTILITY SERVICE RATES. OWNER shall pay the monthly sewer service rates for the services described hereinabove as established by CITY ordinance or resolution, subject to future amendment, for utility service supplied outside the City limits and until such time as the Property is annexed to CITY.

7. BINDING EFFECT OF AGREEMENT AND ASSIGNABILITY RESTRICTION. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties, provided OWNER may not assign or transfer this Agreement without prior written consent of CITY. If there is more than one OWNER, each OWNER is jointly and severally bound hereby. This Agreement is not personal but is for the benefit of the Property described in Exhibit "A" hereto and shall run with all said real

AFTER RECORDING RETURN TO:
City Recorder
P. O. Box 237
Klamath Falls, OR 97601

property and be binding upon OWNER and all successive Owners of all or part of said Property.

8. RECORDING AGREEMENT. CITY shall cause an executed copy of a Memorandum of this Agreement to be recorded in the deed or other real property records of the Klamath County Clerk.

9. UTILITY SERVICE AND OTHER SPECIAL PROVISIONS. Special provisions regarding installation and extension of utility service, and regarding other matters, are as set forth in any Exhibit "B" hereto, which exhibit is hereby incorporated herein, and OWNER shall comply therewith and pay all costs thereof unless otherwise set forth therein.

IN WITNESS WHEREOF, CITY and OWNER have caused this instrument to be executed by their duly authorized officers (OWNER has hereunto set OWNER's hand) as of the day and year first above written.

CITY OF KLAMATH FALLS

By: James R. Keller
City Manager

EDDY LIVING TRUST

By: X Daniel Lee Eddy
Daniel Lee Eddy, Trustee

Attest: Elisa D. Fritz
City Recorder

STATE OF OREGON
COUNTY OF KLAMATH } ss

On the 17th day of October, 1993, personally appeared James R. Keller and Elisa D. Fritz who, each being first duly sworn, did say that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed on behalf of said municipal corporation; and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Traci R. Brace
Notary Public for Oregon

STATE OF OREGON
COUNTY OF KLAMATH } ss



On the 19 day of October, 1993, personally appeared Daniel Lee Eddy being first duly sworn, did say that he is the Trustee of Eddy Living Trust and acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



X Dena C. Hadwick
Notary Public for Oregon

my commission expires: 7-18-97

EXHIBIT "A" TO ANNEXATION AGREEMENT
OF CITY OF KLAMATH FALLS AND EDDY LIVING TRUST

DATED: October 19, 1993

PROPERTY DESCRIPTION
(See Paragraph 1 of Annexation Agreement)

As described in Recorded Deeds Volume M93, Page 11599 and Volume M93, Page 11600 Klamath County Deed records, consisting of Tax Lot Numbers 3909-005D-0800 and 3909-005D-1100.

EXHIBIT "B" TO ANNEXATION AGREEMENT
OF CITY OF KLAMATH FALLS AND EDDY LIVING TRUST

DATED: October 19, 1993

SPECIAL PROVISIONS REGARDING
UTILITY SERVICES AND OTHER MATTERS

(See Paragraph 9 of Annexation Agreement)

September 29, 1993

Eddy Living Trust
Neal Buchanan
Attorney at Law
601 Main Street, #215
Klamath Falls, OR 97601

Re: Klamath View Trailer Park
System Development Charge

Dear Neal:

This letter is intended to formalize the City Council decision at it September 27, 1993 meeting relative to the System Development Charge applicable to the Klamath View Trailer Park's connection to the City sewer system.

1. A \$7,000 SDC for sewer connection of the existing 45 units will be charged. any future additions to the Park will be charged the then applicable SDC rate in full.

2. The City understands that Cynthia is in the process of "upgrading" the Park. When newer units are added to displace older units no additional SDC will be charged provided the substitution occurs on a one to one basis and stays within the 45 unit total cap.

3. Future connection to City water is not part of this matter. A separate water SDC would be imposed.

4. There remains \$1,000 of credit available on the 1984 "Hook-up Fee Waiver" which may be applied to the \$7,000 SDC.

5. Cost of actual connection construction to City standards is at the Eddy's cost and should be coordinated with City Public Works.

6. Connection will require a consent to annex. We would be willing to delay annexation for up to three years to allow continued Park development. Please advise. I enclose our standard consent to annex documents for your review.

Let me know if any additional matters need to be addressed.

Sincerely,

Jeffrey D. Ball
City Attorney

JDB/trb

Enclosures

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*consent to annex
from date of
agreement*



WAIVER

30134

This Agreement is made this 19 day of October, 1993, by and between the City of Klamath Falls, an Oregon municipal corporation (CITY), and Eddy Living Trust (OWNER).

WITNESSETH

Pursuant to ORS 222.173 OWNER and CITY hereby waive the one-year time limit on the consent to annex contained in the agreement dated this date between the parties hereto. It is the intent and desire of the parties hereto that said consent to annex shall run with the land and be effective until such date as annexation may occur.

CITY OF KLAMATH FALLS

OWNER

By: James R. Keller
City Manager

By: Daniel Lee Eddy, Trustee
Daniel Lee Eddy, Trustee

Attest: Elisa M. Fritz
City Recorder

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of Klamath Falls the 15th day
of Nov. A.D., 19 93 at 3:42 o'clock P. M., and duly recorded in Vol. M93
of Deeds on Page 30130

FEE \$30.00

Evelyn Biehn
By: Caroline M. Millenbaker
County Clerk