

After Recording Return To:

City of Woodburn  
Attn: City Clerk  
270 Montgomery Street  
Woodburn, OR 97071

## ANNEXATION AGREEMENT

This Annexation Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between Stafford Homes & Land, LLC, an Oregon limited liability company (“Stafford”), and the City of Woodburn, a municipal corporation (“City”), together the “Parties.”

### Recitals

A. Stafford owns real property in Marion County, Oregon that is commonly described as 1025 Brown Street (Tax Lot 051W18C001200) (the “Property”). A legal description of the Property is attached as Exhibit A.

B. The Property previously contained a single, detached, residential dwelling and an accessory 2-car garage structure. Both structures were recently removed from the Property and the Property is presently vacant and unimproved.

C. Stafford has requested the Woodburn City Council to annex the Property into the City of Woodburn’s corporate limits. The City Council will consider the request by Stafford’s request to annex the Property at a public hearing as File No. ANX \_\_\_\_\_24-01.

D. The Parties acknowledge and anticipate that following annexation, the Property will be developed for residential uses that may be subject to discretionary or non-discretionary land use review processes.

E. The Parties desire to enter into an agreement, made concurrent with and a part of a written decision by the Woodburn City Council annexing the Property, that defines the scope and timing of all right-of-way dedications, public utility easement dedications, public infrastructure improvements, utility undergrounding, and installation of new street lighting the City may require Stafford, its successors, or assigns to provide or perform as a condition of or concurrent with any future development of the Property, including payment of a fee-in-lieu of constructing improvements that are the subject of this Annexation Agreement.

F. The Parties acknowledge and agree that the terms and conditions of this Agreement shall only be applicable if the Property is developed with either “middle housing” as defined by ~~WDO 1.02~~, ORS 197A.420, ~~and~~ OAR 660-046-0020, and Woodburn Development

Ordinance (WDO) 1.02, or as an in-fill subdivision of four or fewer single-family, detached residential dwellings.

## Agreement

Based on the recitals set forth above, which are incorporated into and made a part of this Annexation Agreement, in consideration of the covenants made by the Parties herein, and for other good and valuable consideration, the delivery, receipt, and sufficiency of which the Parties herein acknowledge, the Parties state and agree as follows:

**1. Annexation Decision.** This Annexation Agreement is incorporated into and made a part of the written decision of the Woodburn City Council for File No. ANX 24-01 annexing the Property into the corporate boundary of the City of Woodburn.

**2. Covenants and Agreements by Stafford.** In consideration of ~~the City's~~ agreement to annex the Property into the City of Woodburn's corporate boundary, Stafford covenants and agrees:

**2.1 Right-of-way dedication.** Concurrent with ~~the City's~~ annexation of the Property, Stafford will dedicate, grant, and convey to the City a portion of the Property measuring 6-feet wide along the entire length of the Property's street frontage that abuts Browns Street as additional public right-of-way (ROW).

**2.2 Public Utility Easement Dedication.** Concurrent with ~~the City's~~ annexation of the Property, Stafford will dedicate a 5-foot streetside public utility easement (PUE) along the entire length of the Property's street frontage that abuts Brown Street.

**2.3 Sidewalk Construction and Landscape Strip Installation.** Following ~~the City's~~ annexation of the Property, for any structures that are hereafter constructed on the Property, Stafford, its successors, and assigns, at their sole cost and expense, will ~~widen or~~ replace the existing 5-foot-wide sidewalk within the public right-of-way frontage that is adjacent to the Property to a width of 6-feet along the entire length of the Property's street frontage that abuts Brown Street and will construct or widen the existing landscape strip along the Property's Brown Street frontage to conform to WDO Figure 3.01D. Stafford, its successors, and assigns will further construct a 6-foot-wide landscape strip along the portion of the Property's Brown Street Frontage that does not currently have a landscape strip per WDO Figure 3.01(A), 3.01.04(B), Figure 3.01D "Service Collector" and WDO 3.01.03(C)(2). If development is such that several single-family homes or structures meeting the definition of middle housing front Brown Street, then City will defer the completion of the sidewalk and landscape strip improvements from subdivision inspection to each building permit final inspection. Otherwise, completion of these improvements will be due per WDO 3.01.02(E). For purposes of this Annexation Agreement, the term "development" shall mean and include the construction of more than one detached single-family residential structure or ~~any~~ structure meeting the definition of "middle housing" on the Property. If Stafford, its successors, or assigns submit construction improvement plans for the Property that propose to construct two or more residential dwellings

on individual, platted lots of record, the sidewalk will be constructed concurrent with the dwelling on each lot.

**2.4 Utility fee-in-lieu.** Following ~~the~~ City's annexation of the Property, and concurrent with the issuance of building permits to construct one or more structures on the Property, Stafford, its successors, and assigns will pay the City a fee-in-lieu of undergrounding existing aerial utilities located in the widened right-of-way and public utility easement area adjacent to the Property's Brown Street frontage equal to Two Hundred Seventy-Two Dollars and 11/100 (\$272.11) per lineal foot of the Property's frontage that abuts Brown Street. The parties acknowledge and agree that the Property's frontage that abuts Browns Street measures 390.76 linear feet. Accordingly, the utility undergrounding fee-in-lieu due and payable to the City when the Property is developed will be One Hundred Six Thousand, Three Hundred Twenty-Five Dollars and 80/100 (\$106,325.80) ( $\$272.11 * 390.76 = \$106,325.80$ .)

**2.5 Future Intersection Improvements.** Following ~~the~~ City's annexation of the Property, Stafford, on behalf of itself and its successors, and assigns, acknowledges, and agrees that it will contribute and pay a share of costs to construct traffic safety improvements the City determines to be reasonable and necessary at the intersections of Brown Street/Bridlewood Lane/Comstock Avenue that is roughly proportional to the percentage of vehicle trips that development of the Property will contribute-generate based on approved development uses and densities.

**3. Covenants and Agreements by City.** In consideration of the covenants made by Stafford in Section 2 of this Annexation Agreement, the City covenants and agrees:

**3.1 Right-of-way dedication.** Following annexation of the Property, the City will not require Stafford, its successors, or assigns to dedicate right-of-way in addition to the 6-foot dedication described in Section 2.1 of this Annexation Agreement as a condition of or concurrent with any future partition, subdivision, or development of the Property.

**3.2 Public utility easement dedication.** Following annexation of the Property, the City will not require Stafford, its successors, or assigns to dedicate a streetside public utility easements ~~in addition to~~ wider than the dedication described in Section 2.2 of this Annexation Agreement as a condition of or concurrent with any future partition, subdivision, or development of the Property.

**3.3 Public improvements.** Except for public sidewalk improvements described in Section 2.3 and intersection improvements described in Section 2.5 of this Annexation Agreement, following annexation of the Property, the City will not require Stafford, its successors, or assigns to widen and construct public street improvements adjacent to the Property's Brown Street frontage, nor will the City require Stafford, its successors or assigns to construct other "off-site" public street improvements as a condition of or concurrent with any future partition, subdivision, or development of the Property.

**3.4 Utility fee-in-lieu.** Except for the utility fee-in-lieu payment described in Section 2.3 of this Annexation Agreement, following annexation of the Property, the City will

not require Stafford, its successor, or assigns to underground any utilities, ~~install any new street lighting~~, contribute to the cost of undergrounding any utilities ~~or installing any new street lighting~~, or pay a fee ~~in-lieu~~ of undergrounding any utilities ~~or installing any new street lighting~~ as a condition of or concurrent with future partition, subdivision, or development of the Property.

**4. Waiver of Right to Remonstrate.** Stafford, on behalf of itself, its successors, and assigns, hereby waives all rights to remonstrate against the formation of a Local Improvement District (LID) by the City for the purpose of making sanitary sewer, storm sewer, water, or street improvements that benefit the Property or any part thereof and assessing the cost to benefited properties, including the Property, pursuant to ~~the City's~~ capital improvement regulations in effect at the time of such improvement.

**5. No Development Rights Conferred.** The Parties understand, acknowledge, and agree that this Annexation Agreement shall not constitute approval of any future development activities on the Property. Nothing contained in this Agreement shall authorize, permit, or otherwise allow the construction and/or development of or on the Property unless separately approved by the City pursuant to applicable city ordinances, development codes, and engineering design standards. All land use authorizations, development and construction rights, and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the ~~Woodburn Comprehensive Plan, the Woodburn Development Ordinance,~~ Oregon Revised Statutes, ~~and~~ applicable rules and regulations adopted by the Oregon Department of Land Conservation and Development, the Woodburn Comprehensive Plan, and the Woodburn Development Ordinance (WDO).

**6. Covenants and Agreements Run with the Land.** The Parties intend that the covenants and agreements contained in this Annexation Agreement create an equitable servitude that shall run with the land and shall be binding on all parties having, or that may hereafter acquire, any right, title, or interest in the properties described herein, or any portion thereof, and they shall pass to and for the benefit of each subsequent owner of the Property. The City may record a duly executed copy of this Annexation Agreement, and any amendments thereto, in the real property records of Marion County.

**7. Amendments.** This Agreement may be amended only by the written consent of ~~all~~ both Parties.

**8. Governing Law and Venue.** This Agreement shall be governed by, construed, interpreted, and enforced in accordance with Oregon law. The venue for any action or litigation to interpret or enforce the terms and covenants described in this Annexation Agreement shall be conducted in the Circuit Court of Marion County, Oregon.

**9. Attorney Fees and Costs.** The prevailing Party in any action, or other proceeding arising out of or in any way related to this Annexation Agreement, or to interpret or enforce any rights or obligations thereunder, shall be entitled to recover their attorney, paralegal, accountant, expert, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court, arbitrator, or other tribunal, in

addition to all other amounts provided by law, including all costs and fees associated with collection.

**10. Severability.** The invalidity of any portion of this Annexation Agreement, as determined by a court of competent jurisdiction or duly appointed arbitrator, shall not affect the validity of any other portion of this Agreement.

**11. Entire Agreement.** All Exhibits to this Annexation Agreement are a part of this Agreement. This Annexation Agreement, together with the accompanying Exhibits, represent the final intentions of the Parties and supersedes all prior memoranda, correspondence, conversations, and negotiations regarding or concerning the subject matter of this Agreement. (There are no exhibits.)

Acknowledgement.

By signing below, the Parties acknowledge they have read, understood, and agree to all the terms of this Agreement, that this Agreement is supported by adequate consideration, and that the provisions contained in this Agreement are contractual in nature and not mere recitations of fact.

IN WITNESS WHEREOF, Stafford Homes & Land, LLC and the City of Woodburn have executed this Annexation Agreement on the Effective Date stated above.

[Signatures of the Parties appear on the following pages.]

Stafford Homes & Land, LLC  
An Oregon limited liability company

\_\_\_\_\_  
Richard Waible, Manager

State of Oregon            )  
  ) ss.  
County of Clackamas    )

I certify that I know or have satisfactory evidence that Richard Waible is the person who appeared before me, that said person acknowledged he signed this instrument, on oath stated that

he was authorized to execute the instrument, and acknowledged it as the Manager and authorized representative of Stafford Homes & Land, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this \_\_\_ day of \_\_\_\_\_, ~~2023~~2024.

\_\_\_\_\_  
Notary Public for Oregon

My Commission expires: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
City Attorney Date

Approved City of Woodburn, Oregon

\_\_\_\_\_  
Frank Lonegran, Mayor

Passed by the Council \_\_\_\_\_

Submitted to the Mayor \_\_\_\_\_

Approved by the Mayor \_\_\_\_\_

Filed in the Office of the Recorder \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Heather Pierson, City Recorder  
City of Woodburn, Oregon